

AGREEMENT

Between

**THE
CALGARY PHILHARMONIC SOCIETY**

and

**THE
CALGARY MUSICIANS ASSOCIATION
LOCAL 547
AMERICAN FEDERATION OF MUSICIANS
OF THE UNITED STATES AND CANADA**

for the

**2012/2013, 2013/2014 and 2014/2015
SEASONS**

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AGREEMENT made in duplicate this 1st day of March, 2013.

BETWEEN: **THE CALGARY PHILHARMONIC SOCIETY**
 a Society incorporated under
 the Societies Act of the
 Province of Alberta
 (hereinafter referred to as "the Society")

PARTY OF THE FIRST PART

-and-

THE CALGARY MUSICIANS ASSOCIATION
Local 547, of the American
Federation of Musicians of
the United States and Canada
(hereinafter referred to as "the Association")

PARTY OF THE SECOND PART

WHEREAS the Society is organized for the purpose of, and intends or proposes to hold orchestral concerts; and

WHEREAS the Association is Local 547 of the American Federation of Musicians of the United States and Canada, under charter duly granted and in good standing.

NOW THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and conditions herein contained it is agreed by and between the parties hereto as follows:

ARTICLE 1 - RECOGNITION

- 1.01 The Association acts for and on behalf of the musicians of the Society in its position as sole bargaining agent for the said musicians and the Society does hereby voluntarily recognize the Association as the sole bargaining agent.
- 1.02 All musicians engaged by the Society must be Members of the Association provided that "Travelling Musicians" are excepted from this part if they are Members in good standing of some other Local of the American Federation of Musicians of the United States and Canada.
- 1.03 It is agreed that all the rules, laws and regulations of the Local in whose jurisdiction the musician performs, insofar as they are not in conflict with those of the Federation, are made part of this Agreement.

ARTICLE 2 - TERM OF CONTRACT

- 2.01 This Agreement shall be in effect as of the first day of July, 2012, until the 30th day of June, 2015, after which date it shall continue on a year-to-year basis unless either party hereto gives written notice to the other no fewer than nine (9) months prior to the date of expiration. Such notice by either party will indicate its intention to terminate the Agreement absolutely or to negotiate a new Agreement.
- 2.02 It is understood and agreed between the parties that they shall meet on or about October 1, in the final season covered by the Agreement for the purpose of negotiating an agreement to take effect on the following July 1.

ARTICLE 3 - DEFINITIONS

- 3.01 President and Chief Executive Officer (President and CEO) shall mean the President and CEO duly appointed by the Society or his/her duly appointed substitute.
 - (a) The President and CEO shall have overall responsibility for all facets of the operation of the orchestra.
- 3.02 Director of Artistic Operations shall mean the Director of Artistic Operations appointed by the Society or his/her duly appointed substitute. He/she shall deal with all grievances and negotiate all contracts with individual Musicians.
- 3.03 Personnel Manager shall mean the Personnel Manager appointed by the Society or his/her duly appointed substitute.
- 3.04 Music Director shall mean the Music Director appointed by the Society or his/her duly appointed substitute.
- 3.05 Conductor shall mean such person engaged by the Society to conduct rehearsals and concerts. He/she shall be in full charge of all rehearsals and concerts, with authority to regulate all musical matters therein.
- 3.06 A work week shall consist of seven (7) consecutive days, Sunday through Saturday.

- (a) A fixed or rotating vacation week shall consist of seven (7) consecutive days.
- 3.07 Musician(s) who perform in the Calgary Philharmonic Orchestra shall be classified as follows:
- (a) A Tenured Musician shall mean a Musician who is engaged to perform all services under the terms of this agreement, and who has:
- 1) full-filled the requirements of Article 12
 - 2) full-filled the requirements of Article 13.01.
- (b) A Probationary Musician shall mean a Musician who is engaged to perform all services under the terms of this agreement, and who has:
- 1) full-filled the requirements of Article 12
 - 2) not been granted tenure under the terms of Article 13.01.
- (c) A Temporary Musician shall mean a Musician who is engaged to perform all services under the terms of this agreement in accordance with Article 12.14.
- (d) The use of the word musician in the lower case, in this agreement, shall refer to Tenured Musician, Probationary Musician, Temporary Musician and Extra musician. Musician in the upper case shall refer to Tenured Musician, Probationary Musician and Temporary Musician
- 3.08 Extra musician shall mean those Association members whose services are contracted for on a per service as needed basis and who, for those services for which he/she is engaged, shall be bound by the terms and conditions of this Agreement.
- 3.09 Service shall mean any rehearsal or single public performance, educational concert, out-of-town performance, ballet, opera, oratorio, promotional concert, musical theatre or any other required musical performance, sponsored by or contracted through the Society, under the name of the Calgary Philharmonic Orchestra at any time during the term of this Agreement. M.P.F. engagements are not considered part of this contract.
- (a) A half (1/2) service shall be that part of any service (rehearsal or performance) that takes place prior to the break or intermission or that part of any service that takes place after the break or intermission.
- (b) No service shall start before 10 A.M. unless agreed to by the orchestra, with the exception of services related to the Honens Competition, which shall start no earlier than 9:00 A.M., or Education/Outreach, which shall start no earlier than 9:30 A.M.
- 3.10 (a) A run-out shall be defined as any service(s) performed at a location outside a radius of fifty (50) kilometres from the Jack Singer Concert Hall, for which no overnight accommodation is necessary.
- (b) A Tour shall be defined as any service(s) performed outside Calgary City limits and for which an overnight stay is necessary, except as otherwise provided for in 6.14.
- 3.11 Calgary Philharmonic Players Association (CPPA) shall mean an organization of the Tenured and Probationary Musicians of the Calgary Philharmonic Orchestra.
- 3.12 The Calgary Philharmonic Orchestra shall be defined as a Symphonic Ensemble employing no fewer than sixty-six (66) Musicians (as defined in Article 3.07).

- (a) The following sixty-six (66) positions shall make up the Calgary Philharmonic Orchestra:

Twelve (12) 1st violins, including the positions of Concertmaster, Associate Concertmaster and Assistant Concertmaster
Ten (10) 2nd violins, including Principal and Assistant Principal
Eight (8) violas, including Principal and Assistant Principal
Eight (8) cellos, including Principal and Assistant Principal
Six (6) basses, including Principal and Assistant Principal
Two (2) flutes, (Principal and Assistant Principal)
Two (2) oboes (Principal and Assistant Principal)
Two (2) clarinets (Principal and Assistant Principal)
Two (2) bassoons (Principal and Assistant Principal)
Five (5) French horns (Principal, Associate Principal and three (3) Assistant Principals)
Two (2) trumpets (Principal and Assistant Principal)
Two (2) trombones (Principal and Assistant Principal)
One (1) bass trombone (Principal)
One (1) tuba (Principal)
One (1) timpani (Principal)
One (1) percussion (Principal)
One (1) harp (Principal)

- (i) Subject to Article 12.00 the Society may change or add to these positions only after consultation with the Association and provided that the change has been ratified by a 66 2/3 majority of a quorum of the CPPA.

ARTICLE 4 - SERVICES, WEEKS, VACATION AND DAYS OFF

- 4.01 All Musicians shall be required to perform a maximum number of services in each season as follows:

<u>2012/13</u>	<u>2013/14</u>	<u>2014/15</u>
296	296	296

Services in excess of these numbers shall be paid for on a pro-rata basis according to the Musician's individual contract.

- 4.02 Each service shall not exceed two-and-a-half (2-1/2) hours and there shall be a twenty (20) minute rest period within the two-and-a-half (2 -1/2) hours except that:

- (a) When there are two (2) rehearsals in the same day, one of the rehearsals shall not exceed two (2) hours, including a fifteen (15) minute break. Whenever possible the two (2) hour rehearsal shall be the second of the rehearsals of that day. This provision shall not apply when both of the rehearsals are for operas, ballets, musical theatre productions.
- (b) The rest period shall not be disturbed by holding talking rehearsals, tuning or in any other manner which would deprive the musician of the full rest period. The rest period shall be measured from the time the Conductor calls the break, and tuning shall commence following the completion of the full break.

- 4.03 Accommodation of additional revenue producing services that would require the alteration of the terms and conditions of this Agreement may be discussed between the two parties. Any

such alteration to the terms of this Agreement must be ratified by a sixty-six and two thirds (66-2/3%) majority of voting CPPA members attending a meeting which has achieved a quorum according to the bylaws of the CPPA Constitution. All members of the Orchestra will be bound by the outcome of such a vote.

- 4.04 (a) Musicians shall not be required to perform more than two (2) services per day except that:
- (i) Three (3) times per season, the Society shall have the right to schedule three (3) services per day if those services are being paid for by an outside organization, excluding the Calgary Opera Association and the Banff Centre. Rehearsal overtime shall not be permitted on three (3) service days.
 - (ii) Three (3) services for Young Peoples' programs may be scheduled in one day provided the three (3) services are comprised of one (1) rehearsal and two (2) concerts and that the two (2) concerts are completed within a two-and-a-half (2-1/2) hour time span.
 - (iii) The Society may schedule one rehearsal and one run-out in one day provided the one-way travel is not over 100 kilometres and provided all other run-out provisions are adhered to. For run-outs where one-way travel exceeds 100 kilometres, the Society may schedule an acoustic rehearsal of no more than 60 minutes.
- (b) Musicians shall not be required to perform more than eight (8) services per week except that:
- (i) Nine (9)-service weeks may be scheduled four (4) times during the season; a nine (9)-service Honens week will not count toward this total. Such nine (9) service weeks may be scheduled provided that one (1) work week contiguous to the nine (9) service week shall be a seven (7) service week. On one occasion per season, during the annual Classics Festival, two (2) nine (9)-service weeks may be scheduled back to back; each work week contiguous to these two consecutive nine (9)-service weeks shall contain no more than seven (7) services. A Honens week shall be immediately followed by a week containing no more than seven (7) services.
 - (ii) Nine (9) services may be scheduled in a work week which contains a three (3)-service day under the terms of Article 4.04(a) (i).
 - (iii) In each season, there shall be two (2) weeks containing no more than five (5) services each.
 - (iv) When a "rain check" date for an outdoor service is scheduled, only the original date or the "rain check" date shall be counted as a service and the Society shall, if the rain-check date falls in the same week, have the right to schedule nine (9) services in that week of which only eight (8) shall be used.
- (c) Musicians shall not be required to perform on more than six (6) consecutive days without a day off except that:

- (i) In order to accommodate annual performances of "Nutcracker" during the Christmas Season, the Society shall be allowed to schedule up to seven (7) consecutive days of services without a day off, provided that all other scheduling requirements of Article 4 are complied with.
- (ii) There shall be no more than nine (9) services scheduled within a six (6) consecutive day period. If nine (9) services are scheduled within a six (6) consecutive day period, it shall be counted as one of the one (1) of the nine (9) service weeks in 4.04 (b) (i).
- (d) The Society shall make every effort to limit evening rehearsals. Evening rehearsals shall only be scheduled for choral works, fundraising purposes, opera sitzprobe, staging and dress rehearsals, restricted availability of rehearsal and concert hall, or circumstances affecting the appearance of a particular artist.
- (e) The first rehearsal for any performance(s) of "Classics", "Light Classics", "Baroque" or "Special concerts involving serious music" shall occur no sooner than eight (8) days immediately prior to the first such performance.
- (f) The Society shall not schedule an additional service (other than the dress rehearsal for Classics' concerts) on performance days for "Classics" and "Messiah" concerts.

4.05 No Musician shall be required to work more than one (1) service on the day immediately following three (3) consecutive days of double services. On four (4) occasions in each season during the term of this agreement, four (4) consecutive days of double services may be scheduled.

4.06 No musician shall be required to rehearse more than one-and-a-half (1-1/2) hours without a rest period, except that:

- (a) For dress rehearsals and performances, musicians may be required to play longer than ninety (90) minutes without a break only when the work being rehearsed/performed is longer than ninety (90) minutes without a break.
- (b) The ninety (90) minutes may be extended by a maximum of ten (10) minutes provided the rehearsal is finished for all musicians at the end of such extension.

4.07 Each season covered by this agreement shall contain the following number of consecutive paid weeks:

<u>2012/13</u>	<u>2013/14</u>	<u>2014/15</u>
Forty (40)	Forty (40)	Forty (40)

4.08 Each season covered by this Agreement shall contain three (3) paid vacation weeks.

- (a) In each season covered by this Agreement there shall be two (2) fixed vacation weeks of not less than 7 consecutive days, one during the Yuletide season to include the dates December 24th, 25th and 26th, and one during the Easter season to include the day before Easter, Easter Day and Easter Monday. Each Musician shall receive a further week of vacation, which may not occur in the first four (4) or last four (4) weeks of the season unless requested by the Musician and agreed to by the Society. As of the

2014/2015 season, the third vacation week must contain ten (10) consecutive days off, and will occur in January.

- 4.09 (a) The vacation schedule will be announced during the first week of the season and may not be altered or amended except by the mutual agreement of the Musician(s) and the Society.
- (b) The Society will make every effort to accommodate individual requests for particular weeks off, on a first come, first served basis, provided that reasonable notice is given, which, in any case, shall be no fewer than fourteen (14) days prior to the beginning of the season.
- (c) It is understood that the only criterion for establishing the vacation schedule shall be the instrumental requirements of any concert program and the Society shall not be held responsible in any way if it is unable to accommodate individual requests for whatever reason.
- (d) The Society will make every effort to schedule concurrent vacation weeks for married couples within the orchestra.
- (e) The Society shall make every effort to plan vacation weeks to accommodate other generally recognized and important religious festivals.
- 4.10 (a) There shall be two (2) consecutive days off in each week during the season of which one shall be Sunday except as defined in Article 4.10(b) and (d) and provided that Article 4.04 is complied with. Apart from the Sunday, the other Day Off must be the preceding Saturday (notwithstanding Article 3.06) or the following Monday. On three (3) occasions per season, three (3) consecutive days off shall be scheduled.
- (b) An opera or ballet performance may be scheduled on a Sunday once during each opera or ballet production. If the opera performance is the fourth of that production, the musicians shall be paid their applicable per service rate.
- (c) In opera performance weeks, and in weeks including a Sunday ballet performance, there shall be two (2) days off, which shall not necessarily be consecutive.
- (d) On up to six (6) occasions in each season during the term of this agreement (except opera), the Society shall have the right to schedule services on a Sunday, none of which shall be rehearsals unless for a performance on that same Sunday. During those weeks there shall be two (2) days off, which shall not necessarily be consecutive.
- (e) In addition to 4.10 (d), the Society shall have the right to schedule services on New Year's Eve whether or not it falls on a Sunday. The Society agrees that the services on New Year's Eve shall end no later than 6:00 pm.
- 4.11 In the event of his/her inability to attend a service, a musician must notify the Personnel Manager or the Society Office at least two (2) hours prior to the service. Musicians failing to make such notification may forfeit their pro-rated per service fee.
- 4.12 The Society will make every effort to avoid scheduling services on New Year's Day, Alberta Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, and Thanksgiving Day.

When necessary, however, the Society may schedule a performance on these general holidays. Each Musician participating in such service shall receive either

- (a) an additional day off in that (or a contiguous) work week, or
- (b) additional pay in the amount of his/her pro-rated per service fee.

4.13 The Society shall have the right to split the orchestra into two separate performing groups of not less than eleven (11) Musicians each as defined in Article 3.07 and to schedule separate services for each group. All scheduling (for the full orchestra, each group and individual musicians) shall be in accordance with the provisions of this Agreement. Repertoire shall be appropriate for the complement of the performing groups and all instrument parts shall be covered, unless substitutions or deletions are approved by the Section Principal. Should the instrumentation include a non-core instrumentalist(s), the Society may request to use less than eleven (11) full-time Musicians. Such requests shall not be unreasonably denied. Rehearsal(s) for each group will occur only during the week of the split. No CPO Musician shall be required to play in the other split orchestra nor shall they be on standby to replace another musician in the other orchestra should someone need to be replaced. There shall be two (2) days off for all Musicians in a split orchestra. There shall be no more than 24 split services in a single season.

ARTICLE 5 - OPERA, BALLET, CHORAL, AND MUSICAL THEATRE

5.01 Rehearsals for operas, major choral works, ballet and musical theatre shall not exceed two-and-a-half (2-1/2) hours in duration including a twenty (20) minute rest period, subject to the conditions in Article 4.02(a). Sitzprobe rehearsals, dress rehearsals and performances for operas and dress rehearsals and performances for major choral works, ballet, musical theatre and concert performance of operas shall not exceed three (3) hours in duration, including a thirty (30) minute rest period, which may be divided into two (2) or three (3) periods of time.

- (a) In the case of opera, up to two (2) three (3) hour services may be scheduled, which will normally be called an "Orchestra Staging" and an "Orchestra Dress Rehearsal". However, both these services may be designated either "Sitzprobe" or "Dress Rehearsals".
 - (i) If an opera production includes a matinee performance by a significantly different second cast, one three (3) hour rehearsal may be scheduled for the second cast in addition to regular two and one half (2-1/2) rehearsals.

5.02 For opera services, the musician(s) shall, if required, remain for two (2) one half hours of overtime. The rest period (or periods) of five (5) minutes per half hour shall be taken at the Conductor's discretion, provided that the terms of Article 4.06 are complied with. Musicians will not be paid for unused scheduled overtime.

5.03 When a musician is required to play an Opera Banda Part in addition to an Opera Orchestral Part, he/she shall perform as required and be compensated over and above his/her contracted per service fee as follows:

- (a) Printed Cues on Original Parts - no additional fee.
- (b) Separate Parts (played in the pit) - plus 15%.
- (c) Separate Parts (played outside the pit) - plus 50%.

- (d) Separate Parts (on stage in costume) - plus a minimum of 70%, provided that the musician agrees to play on stage, in costume.
- 5.04 For operas presented by the Calgary Opera Association (COA), the COA will be responsible for having all the string parts bowed except in circumstances beyond its control.
- 5.05 At the discretion of the management of the Calgary Opera Association or the Alberta Ballet, all musicians who play in the final act of an opera or ballet will be required to stay in the pit until the Conductor has acknowledged the Orchestra for the first bows. At this point, the service will be deemed to have ended.

ARTICLE 6 - RUN-OUTS

- 6.01 When Run-Out services are performed, the Society shall provide Prevost X-L motor coaches if available, if not, MCI motor coaches or the equivalent will be acceptable.
- 6.02 Musicians shall be required to travel by transportation provided by the Society unless authorized to do otherwise by the Personnel Manager.
 - (a) For Run-Outs and engagements at the Saddledome, the Society shall provide transportation for the following instruments and in heated trucks when necessary: Cellos, Basses, Percussion, Harp, Timpani.
- 6.03 The Society agrees that it will, fourteen (14) days prior to a Run-Out engagement, furnish to each musician a complete itinerary. Such itinerary will include all concert and rehearsal dates, times and locations plus all estimated departure and arrival times.
- 6.04 Extra musicians shall be paid for out-of-town services at the rate of one-and-a-half (1-1/2) times the Per Service rate, as stipulated in Article 10.02, for the first service on any given day. Extra musicians shall be covered by the same Run-Out provisions as Musicians, except as provided in 6.05(b).
- 6.05 Run-Outs (as defined in 3.10 (a)) will be considered two (2) services for Musicians.
 - (a) There will be no more than two (2) consecutive days of Run-Outs.
- 6.06 Total daily travel time by bus on a Run-Out will not exceed seven (7) hours unless agreed to by the orchestra.
- 6.07 For travel after 1:00 A.M., the Society shall pay each musician on Run-Out an additional ten dollars (\$10.00) per half hour, except when such late arrival is not caused by an act or omission of the Society.
- 6.08 There shall be two (2) hours of uninterrupted rest (meal period included), before all evening performances (which may include an acoustic rehearsal of no more than sixty (60) minutes), unless otherwise agreed to by a majority of the orchestra. Should an acoustic rehearsal be used, the provisions of 6.12 and 6.13 shall apply.
- 6.09 There will be a minimum of twelve (12) hours rest following the return of the buses to the point of departure from Calgary after a Run-Out and the next service or departure.

- 6.10 The Society shall have transportation at the disposal of the musician immediately following any Run-Out service for return to Calgary. Departure shall be no sooner than twenty (20) minutes after the orchestra leaves the stage.
- 6.11 When on Run-Out, a per diem shall be provided by the Society according to the following schedule:
- | | |
|-----------|---------|
| Breakfast | \$15.00 |
| Lunch | \$20.00 |
| Dinner | \$30.00 |
- (a) If leaving Calgary after:
- (i) 10:00 A.M - no breakfast allowance will be paid
 - (ii) 1:00 P.M. - no lunch allowance will be paid.
 - (iii) 6:30 P.M. - no dinner allowance will be paid.
- 6.12 No service shall commence sooner than one (1) hour after the arrival of the orchestra and its complete equipment, via the means of transport provided by the Society, at the location of the service.
- 6.13 The Conductor (with the approval of the Personnel Manager) shall have the right to ask for a thirty (30) minute acoustical session on stage before any concert as part of the service, providing no regular rehearsal has taken place that day and the total engagement does not exceed three (3) hours.
- 6.14 Arrival in Calgary shall not be later than 2:00 A.M. unless otherwise agreed to by a majority of the orchestra. If an unexpected over-night stay is required, the Society shall provide best available hotel accommodation, a breakfast per diem and any other per diem(s) as required by Article 6.11.
- 6.15 Mothers of children under six (6) months of age shall not be required to participate in Run-Outs. Their pro-rated per service fee will be deducted from their pay.
- 6.16 Women in the last two (2) months of pregnancy will not be required to participate in Run- Outs. Their pro-rated per service fee will be deducted from their pay.

ARTICLE 7 - TERMS OF EMPLOYMENT

- 7.01 The Society will distribute a preliminary schedule for the following season to the Musicians at or before the last service of the current season. Subsequent changes will be made available no fewer than twenty-eight (28) days prior to the first service of the season or according to Article 7.02, whichever is appropriate.
- (a) Musicians (including the Extra musicians so affected) will be informed of subsequent changes in writing, through email, schedule binder and through notices posted on the musicians' lounge bulletin board.
 - (b) Repertoire for all services with required instrumentation shall be posted at least 14 days in advance of the first service.

- 7.02 The Society may, at any time, amend or add to the schedule of concerts, rehearsals and auditions previously referred to herein provided that at least twenty-eight (28) days written notice be given to the Musicians (including Extras engaged for the services) of such amendment or change, except when such service amendment or change is caused by circumstances or conditions beyond the control of the Society or its management.
- 7.03 The Agreement to perform and rehearse is subject to inability caused by sickness, accident, acts of God, or other conditions beyond the control of the musician.
- 7.04 Extra musicians will be engaged as far in advance of a service as is practicable. A memo will be sent to the Personnel Manager with a copy to the Calgary Musicians Association recommending that Extra musicians be engaged at least 28 days in advance of the first service for which they are required. Extra musicians shall be paid for each service for which they have been engaged unless they are notified fourteen (14) days or more in advance of the service that they will not be needed.
- 7.05 It is agreed that once an individual contract has been negotiated between the Society and the Musician, the Society shall have the right of first refusal to the Musicians' musical services save as herein provided.
- 7.06 All Musicians shall be at the place of rehearsal or performance at least five (5) minutes before the scheduled service.
- 7.07 Musicians shall stay to the end of all rehearsals unless permission to leave or to be absent has been given by the Personnel Manager or, his/her duly appointed substitute.
- (a) A musician will not be held responsible for being absent if the Personnel Manager has given permission for the musician to be absent and subsequently the musician's presence is required. The musician will make every effort to attend the service under this circumstance.
 - (b) A Musician who is not required for a program because of instrumentation requirements or because the orchestra size has been reduced must remain available to the Society should the program instrumentation change or he/she be needed to replace an assigned musician to this program who has become unavailable under the terms of this agreement. This clause (b) shall not apply to those Musicians who have been assigned Relief under the terms of Article 8.06.
 - (c) The Society shall establish a rotating call order for those Musicians on standby for each concert. The Musician(s) who are on call shall be released at the start of the service. The rotating call order procedure will be reviewed annually by the Society and the Association.
- 7.08 Subject to the following conditions, a benefits package will be provided for Musicians. This package will include:
- (i) Life Insurance.
 - (ii) Life Insurance (Spousal).
 - (iii) Life Insurance (Dependent).

- (iv) Accidental Death and Dismemberment.
 - (v) Short Term Disability.
 - (vi) Health.
 - (vii) Dental.
- (a) The coverage provided shall not be less or in lesser amounts than that provided during the 1994-95 season unless otherwise agreed to by mutual consent of the Association and the Society. Any alterations to the coverage provided shall be subject to ratification by a seventy-five percent (75%) majority of the total number of Musicians.
- (i) The maximum weekly Short Term Disability benefit shall not be less than \$850, and in accordance with the current benefits policy, shall be calculated as follows:

$$\frac{\text{Annual Contracted Salary} \times 66.66\%}{40 \text{ weeks}}$$
 Note: Annual contracted salary = Weekly fee x no. weeks in season + service increments
 - (ii) Spousal benefits shall be extended to same-sex spouses.
- (b) Prior to December 31 in each season during the term of this Agreement, the Society shall consult with an Insurance Representative and meet with the Orchestra Committee to review the benefits package.
- (c) The Society undertakes to pay fifty percent (50%) of the cost of the premiums payable for all Musicians who have completed the length of employment required.
- (d) The Society shall provide the Association with a copy of the master policy, renewals and premium information/changes.

7.09 The operation of a Shared Position shall be reviewed periodically by a committee comprised of the Music Director and the Principal of the relevant section (or, in cases where a Principal Musician is involved in Job Sharing, the Principal Musician of a related section), in consultation with the section, Director of Artistic Operations and the President and CEO. This committee shall be called the "Job Sharing Committee". The Job Sharing Committee shall examine the functioning of this Shared Position to ensure that artistic standards are met.

The following principles shall apply:

- (a) A shared position shall not reduce the maximum orchestra complement as stated in 3.12.
- (b) In each season there shall be no more than one shared string position and one shared non-string position.
- (c) A shared position shall not be granted more than once to the same Musician within a five-season span.
- (d) Participation by Musicians shall be completely voluntary.

- (e) Only Tenured Musicians not on review are eligible to apply for Job Sharing.
- (f) Tenured Musicians may apply in writing to the Job Sharing Committee to be considered for a Shared Position. Deadline for this application is December 15 for the following season. Musicians from the string sections are encouraged to apply in pairs.
- (g) The Job Sharing Committee shall, by February 1, determine which of the applicants shall be the Job-Sharing Musician(s) for the year.
- (h) A Job-Sharing position may be shared between two Tenured Musicians or by one Tenured Musician and an Extra musician hired by the applicable procedure as outlined in this clause. Open positions or any resulting vacancy shall be filled by audition according to the procedures in Article 12 or, by step-up/appointment as outlined in article 12.14 after consultation with the applicable audition committee, the related Section, the Music Director, the Personnel Manager and the Director of Artistic Operations.
- (i) If a non-core musician is hired for a Job-Sharing position, this shall be a non-tenure track position for one season.
- (j) Work shall be divided between the two Job-Sharing Musicians equitably and by mutual agreement, in consultation with the Personnel Manager and in a manner acceptable to the Director of Artistic Operations and Music Director. An initial division of work shall be agreed in writing by April 1 prior to the season in which it occurs.
- (k) All services related to a production, including rehearsal(s) and performance(s), shall be performed by only one of the two Job-Sharing Musicians.
- (l) In the event that one of the two Job-Sharing Musicians is unable to perform a service, the Personnel Manager, at the direction of the Director of Artistic Operations, shall ask the other Job-Sharing Musician to perform that service.
- (m) The Personnel Manager, under the direction of the Director of Artistic Operations, shall resolve any disagreement concerning scheduling, work division, etc.
- (n) The two Job-Sharing Musicians shall each receive one-half their compensation, including compensation during vacation periods and the applicable pension contributions.
- (o) No relief as described in 8.06 (i), (iii) or (iv) shall be available for a Shared Position;
- (p) Seniority for each Job-Sharing Musician shall be credited as one (1) year of employment.
- (q) The Society may provide a negotiated stipend for a non-core Job-Sharing musician on a case-by-case basis with a healthcare provider.
- (r) If a Tenured Musician steps up to fill a position they shall receive the book rate for that position, and point o shall not apply.

7.10 Musicians with more than twenty (20) years of continuous service who wish to make a Transition to Retirement may opt to play a reduced number of weeks in up to two (2) full seasons after which full retirement shall commence. No more than one (1) musician per

season shall be eligible for Transition to Retirement.

The number of weeks played in each season shall be determined by mutual agreement between the CPO and the Musician, but shall in no case be fewer than fifteen (15) weeks or more than twenty-five (25) weeks. Replacement of players during the weeks the Musician does not play shall be at the discretion of the CPO in consultation with the applicable Audition Committee, the Music Director, the respective Section Principal, and the Personnel Manager.

The Transition to Retirement must be requested by the Musician in writing by December 15 preceding the season in question, and he/she will be notified of the decision in writing by the CPO and CMA on or before the following February. During the transition period, the Musician shall receive his/her contracted fee for each week in which his/her services are provided, plus seniority, vacation and pension contributions for all weeks worked and vacation periods.

ARTICLE 8 - SICK LEAVE AND LEAVE OF ABSENCE

8.01 Sick Leave regulations:

- (a) An illness or accident which prevents a Musician from carrying out his/her duties under this Agreement and for which a doctor's certificate shall be provided if requested, the Musician shall be entitled to full payment for up to ten percent (10%) of the contracted services in each season.
- (b) Should serious illness or injury require a period longer than thirteen (13) consecutive calendar days, the relevant sick leave payments in the benefits package (Art. 7.08) shall apply.
- (c) If serious illness or injury continues to prevent a Musician from carrying out his/her duties, his/her position shall be preserved for a period of a minimum of two (2) years from the first day of absence if, in the opinion of his/her physician, the Musician will be able to return to his/her position at that time. A Musician shall be considered to be employed by the Society as long as the Society is preserving his/her position but shall receive no weekly fee during that time except as provided for in 8.01 (a) (b) and (c).
 - (i) The Society undertakes to continue to pay the contribution to the Musicians' Pension Fund of Canada on behalf of the Musician. The Society also undertakes to pay its proportionate share of the premiums of the then applicable benefits package.

8.02 In the event of a pregnancy or an adoption of an infant child of less than five years of age, a Musician who will be the Custodial Parent shall be entitled to eight weeks paid leave that can be combined with the benefits provided by government programs. Custodial Parent shall be defined as the pregnant Musician, or in the case of adoption, the legal guardian who will be taking on the primary home care role. If two CPO Musicians are adopting an infant child together, they may split the eight weeks time between them as they see fit.

- (a) Two (2) weeks of the eight (8) weeks of parental leave may be taken prior to the estimated date of delivery if that date is on or before the last day of the season.
- (b) In the event that delivery occurs during the eight (8) weeks before the last day of the season, the Musician shall be entitled to parental leave from the date of birth to the last day of the season,

- (c) In the event that delivery occurs before the first day of the season, the Musician shall be entitled to up to eight (8) weeks parental leave minus the number of days between the date of birth and the beginning of the season.
- (d) If the estimated date of delivery is within four (4) weeks after the last day of the season, two (2) weeks of leave will be allowed.
- (e) The Musician must provide the Society with a doctor's certificate stating the estimated day of delivery.
- (f) If the Musician requires parental leave for a period exceeding the amount allowed under Article 8.02 due to medical complications, a further doctor's certificate must be provided stating the approximate additional length of recuperative time required. The relevant sick leave (8.01) shall apply.
- (g) The monetary payment to which a Musician is entitled may be paid in the following manner:
 - (i) Consecutive weekly payments immediately following the birth of the child.
 - (ii) Consecutive weekly payments beginning with two (2) weeks prior to delivery of the child.
 - (iii) Equal instalments spread over a designated number of weeks to serve as a supplement to the Musician's benefits under government programs.

A Musician shall, prior to commencing parental leave, notify the Society's Benefits Coordinator in writing of the preferred method of payment. Failure to receive the Musicians' preference of payment for this benefit shall result in payment of the benefit in consecutive weekly payments as outlined in (i) or (ii) above. The Society and the Association recognize that the Musician's preference of payment cannot compromise the Society's obligation(s) as an employer under the relevant government legislation.

8.03 A Non-Custodial Parent whose legal spouse or common-law partner gives birth or who adopts an infant child of less than school age shall be entitled to one week off with pay and if requested, one additional week off without pay. Non-Custodial Parent shall be defined as the legal partner that has not given birth, or in the case of adoption, the legal partner that is not taking on the primary home care role.

8.04 To accommodate important religious festivals, which may fall outside a vacation period as scheduled under Article 4.09, a Musician will be allowed to be absent for up to four (4) services on two (2) different occasions in any given season with pay. The Society shall endeavour to avoid scheduling services between the sundown that commences and the sundown that terminates both Rosh Hashanah and Yom Kippur. Should scheduling services on these days be unavoidable, Musicians of the Jewish faith shall be excused under the terms of this article. The Musician shall notify the Personnel Manager in writing of his/her intention to be absent at least twenty-eight (28) days prior to the first service from which he/she wishes to be absent. Management will respond within 14 days of receiving the request.

- (a) Important religious festivals for which leave may be taken under Article 8.04 shall be: Yom Kippur, Rosh Hashanah, Passover, Christmas and Easter.
 - (b) For services in excess of those granted in Article 8.04, the terms of Article 8.07 and 8.08(a) shall apply.
- 8.05 It is understood that in the case of personal emergencies or emergency instrument repairs without which the Musician could not perform, a Musician will be entitled to up to eight (8) services with pay or seven (7) consecutive days, whichever is the shorter.
- 8.06 (a) In addition to vacation weeks, each Musician shall be entitled to one Relief Period with pay each season. The Relief Period may be defined as one set of rehearsal(s) and performance(s), or a work week, whichever is the shorter; in any case, no fewer than four (4) services. In sections of the orchestra which in a given season do not contain the full complement as outlined in Article 3.12, each Musician in that section shall, in that season, receive one (1) additional relief service for each unfilled chair in his/her section. This provision will also apply in cases where a Musician in a section will miss a full season due to disability, and may also apply if it is apparent that that Musician could miss the majority of a season. In the latter instance, the decision will be made at the discretion of the Director of Artistic Operations, Personnel Manager and Section Principal. A Relief Period may be scheduled in one of the following ways:
- (i) through concert programming.
 - (ii) through a leave taken under Articles 8.02, 8.03, 8.04 or 8.07
 - (iv) through scheduling of a specific Relief Period on an individual collective basis.
 - (iv) In the case of Business Leave which is to be used as a Relief Period, up to the first four (4) services shall be paid leave.
- (b) A Relief Period will not be scheduled for those Musicians who have taken or will be taking Parental Leave, Religious Leave, Leave of Absence or leave of four (4) or more services under Article 8.07, any part of which may have fallen or is likely to fall within the season in question.
- (i) Each Musician who knows prior to the beginning of the season that he/she will likely be requesting leave under Articles 8.02, 8.03, or 8.07 (Business) shall notify the Personnel Manager prior to the beginning of the season.
- (c) The Relief Period shall not be scheduled during the first month of the season.
- (d) The Relief Period is distinguished from rotated/reduced time-off in that it is, once scheduled under the terms of this agreement, guaranteed to provide the Musicians with additional time-off. Rotated out/reduced time off for Musicians is conditional, and dependent upon the orchestra's staffing and repertoire needs, and is subject to the terms and conditions set out in Article 7.
- 8.07 Subject to Articles 8.07(a) and 8.07(b) a Musician shall be allowed to be absent without pay for up to sixteen (16) services in each season or up to two (2) consecutive calendar weeks (fourteen (14) consecutive days), whichever is the shorter. The Musician shall notify the Personnel Manager in writing of his/her intention to be absent at least twenty-eight (28) days

prior to the first service from which he/she wishes to be absent. Management will respond within 14 days of receiving the request.

- (a) Normally no more than one (1) Musician in any given section will be granted leave at any given time, except that up to two (2) Musicians from the first and/or second violin sections may be granted leave at the same time. Requests for leave will be dealt with on a first come, first served basis.
 - (i) Normally no more than four (4) Musicians from the Orchestra as a whole will be granted leave at the same time.
- (b) The Society reserves the right to deny a Musician leave under this clause when such leave would seriously compromise the Society's ability to adequately meet the instrumental requirements of the services involved. Such determination shall be made by the Director of Artistic Operations after consultation with the conductor, the Musician and the Personnel Manager. Every effort shall be made to accommodate the leave.
- (c) The replacement of any Musician granted leave under Article 8.07 will be according to Article 9.02.

8.08 Any Musician who has been granted leave and who will thereby be absent for any of the following: two (2) or more rehearsals; the final rehearsal; a sitzprobe; the dress rehearsal; or any performance, may not be allowed to play the remaining rehearsals and/or performances unless agreed to by the Music Director or Conductor.

- (a) Musicians who are not allowed to perform the remaining rehearsals and/or performances under Article 8.08 and who have not been replaced by a substitute musician, will not have any pay withheld for the remaining services for which they are available.
 - (i) When a Musician has been replaced under the circumstances of Article 8.08 (a), only the cost of the replacement musician will be deducted from his/her pay. This applies only to the remaining rehearsals or performances.

8.09 Subject to Article 8.08(a) and (i), the amount of pay withheld for any unpaid leave shall be the Musicians' pro-rated per service pay times the number of services from which the Musician is absent.

8.10 An extended leave of absence may be applied for by any Musician who has been employed by the Society for at least five (5) consecutive complete seasons. Any application for leave of absence must be made in writing and must state the reason for which the leave is being requested. Granting of leave under this clause will be subject to the following conditions:

- (a) An extended leave of absence must be taken during one (1) season.
- (b) The Musician will receive no salary during the time he/she is absent. However, the Society undertakes to continue to pay the contribution to the Musicians' Pension Fund of Canada on behalf of the Musician, except when the Musician is engaged elsewhere on a full time basis during the leave and for such service has contributions made on his/her behalf to a Pension Fund. The Society also undertakes to pay its proportionate share of the premium of the then applicable benefits package. It is the responsibility of the Musician to pay the balance of the premium in order to remain eligible to receive the benefits according to the policy of the insurer.

- (c) The Musician will indicate his/her intention to return to the Calgary Philharmonic for at least one complete season by signing a binding agreement which is listed as Appendix 5.
- (d) A Musician wishing to apply for a Leave of absence must submit his/her request in writing to the Personnel Manager on or before December 15th in the season prior to the season for which the leave is being requested. The Society will notify the Musician of its decision as soon as possible but no later than February 1st of the same season.
- (e) Leave of absence will be granted to no more than three (3) Musicians in any given season and to only one (1) Musician in any given section.
- (f) If the number of requests exceeds those in (e) above, the number of years service and the value to each Musician of such leave will be the criteria for granting or denying the request.
- (g) A Musician who has applied for leave at least three (3) consecutive years will be granted leave subject to (e) above. If this number exceeds those in (e) above, the criteria for selection will be the same as in (f) above.
- (h) Any Musician who has taken an extended leave of absence will not be eligible for a further extended leave of absence until he/she has been employed by the Society for a further six (6) consecutive complete years of employment.
- (i) The granting of leave of absence is at the sole discretion of the Society subject to the conditions contained herein.
- (j) For the purpose of all clauses of this Agreement, it is agreed that a leave of absence under Article 8.10 shall be considered to be a year of employment.

ARTICLE 9 - FACILITIES AND WORKING CONDITIONS

9.01 The Society shall provide the following physical working conditions for the musicians during all services:

- (a) Adequate dressing facilities.
- (b)
 - (i) Music stands, bass stools and chairs, including extra short chairs. However, should extra short chairs not be available, the musician will be required to perform.
 - (ii) The Society shall be required to provide its own chairs for all services including run-outs, tour and services held at the Calgary Centre for Performing Arts (CCPA) and the Southern Alberta Jubilee Auditorium (SAJA). Such chairs will be of a similar or higher quality than the chairs provided at the Jack Singer Concert Hall. Whenever the Society undertakes to purchase new chairs, Musicians shall be consulted as to the choice of chairs.
 - (iii) The Society shall use its best efforts to have the performance area set and available to the musicians with full lighting thirty (30) minutes prior to all services.

- (c) Adequate light at all services that, in any event, shall not be less than twenty (20) candle power.
- (d) Reasonable temperature for all services that, for indoor services shall not be less than eighteen point three degrees (18.3) Celsius and more than twenty-three degrees (23) Celsius.
- (e) Reasonable temperature for outdoor services shall be no less than sixteen (16) degrees Celsius on all performance areas of the stage. No musician shall be required to perform in rain or direct sunlight.
 - (i) The Steward shall notify the Chair of the Orchestra Committee and the Personnel Manager if, in his/her opinion, the light and/or indoor temperature do not comply with Articles 9.01(c), (d) and/or (e). The service shall be halted after thirty (30) minutes if the situation has not been rectified and will not recommence until the situation has been rectified, unless the orchestra approves by majority vote.
- (f) The Society undertakes to post a rehearsal schedule on the bulletin board in the rehearsal hall and musicians lounge seven (7) days prior to the start of a set of rehearsals. The Music Director or Conductor shall have the right to change the rehearsal schedule no later than the end of the last rehearsal on the previous day if, in his/her opinion, such change is necessary for musical reasons.
 - (i) It is understood that this stipulation may be waived due to circumstances beyond the control of the Society (e.g. inclement weather, accident, etc.).
- (g) Lockers will be provided in the dressing rooms of Jack Singer Hall, CCPA, for the purpose of providing security for instruments and a change of clothing. Secured storage for larger instruments will be provided in the instrument storage room (Rehearsal Hall level). It is understood that the CCPA management has the right to ask for lockers to be cleared to accommodate the requirements of a large visiting company. In such a rare case, temporary alternative arrangements will be made.
- (h) All risers shall have secured safety rails on the back edges and sides.

9.02 Subject to circumstances beyond its control, the Society shall ensure that all instrumental parts are adequately covered, as determined by the conductor, at all rehearsals and performances. Unless otherwise provided for in this Agreement, no musician shall be required to cover more than one part or to play cues for different instruments regardless of whether such cues are part of or added to an original part.

- (a) For the purpose of 9.02 the parties acknowledge that circumstances beyond the control of the Society may include the demands/constraints of an outside third party hiring the orchestra. In such cases, the Society shall make every reasonable effort to adhere to the provisions of 9.02.
- (b) The minimum string complement for all "Classics", "Light Classics" and "Special" concerts of a serious music nature shall be twelve (12) First Violins, ten (10) Second Violins, eight (8) Violas, eight (8) Cellos, and six (6) Basses unless otherwise specifically requested by the Conductor for artistic/stylistic reasons. Subject to practical considerations: e.g. lack of space, orchestration, etc. and the provisions of Article 4.13, the minimum string complement for all other services shall be ten (10) First Violins,

eight (8) Second Violins, six (6) Violas, six (6) Cellos and four (4) Basses. The Music Director or Conductor may specifically request fewer strings.

- 9.03 (a) There shall be a rest period of at least one and one half (1-1/2) hours between any two daytime services on any given day.
- (b) Except for matinee performances and performances at the Banff Centre, a rehearsal shall terminate no later than five (5) hours prior to the scheduled start of a performance. (Run-out rehearsals refer to Article 6.08 (a).
- (i) If the performance is a major choral work or ballet, the rehearsal shall terminate no later than three (3) hours prior to the performance.
- (c) Except when two Young Peoples' concerts are presented in a two-and-a-half (2-1/2) hour time span under Article 4.04(a)(ii), there shall be a rest period of at least two (2) hours between all regularly scheduled series performances.
- (i) The Society undertakes to make every effort to ensure a rest period of two (2) hours between all performances undertaken by, contracted through or held under the name of the Calgary Philharmonic except those performances covered by Article 4.04(a) and 17.02 of the Agreement.
- 9.04 There shall be a rest period of twelve (12) hours between the end of the last service on any given day and the beginning of the first service on the following day.
- (a) The twelve (12) hour rest period shall begin from the time that the service is scheduled to end, notwithstanding any unexpected overtime. When the final service of any given day includes an added photo call (under Art.18.06), that service shall not be considered finished until the end of the photo sessions, for the purpose of this clause only.
- (b) The rest period may be reduced to 11.5 hours when the first service on the following day is an educational concert. The Society will endeavour to avoid such scheduling.
- 9.05 The Society shall provide adequate sound baffles when required by a musician. Individual musicians will not be required to perform when doing so would subject them to sound levels in excess of the maximum referenced in Appendix 6 of this agreement.
- 9.06 All Musicians including Extra musicians shall be contracted to perform on a specific instrument. In the event that a musician is required to play any instrument not specified in his/her personal contract he/she shall receive fifty (50) percent of the base per service rate for each service where an alternate instrument is required should they agree to double. If the Society and the Musician wish to include an additional instrument or instruments in a personal service contract, they shall negotiate the terms under which the doubling on that additional instrument(s) shall be compensated, provided it is in the spirit of doubling fees established in this agreement.
- (a) Musicians who are violinists shall be contracted to play in either the first or second violin sections. However, should he/she agree, an individual violinist may perform in either section for a particular set of rehearsals and performance(s).
- (b) A Musician asked to perform as a soloist shall have the right to refuse. If the Musician agrees to perform, a fee shall be negotiated.

- (c) For orchestral, opera and ballet services which involve chamber repertoire, each musician required to perform works for ten (10) or fewer musicians shall be paid a negotiated fee of not less than seventy (70) percent the base per-service rate in addition to his/her salary.
- (d) Demonstrations of instruments and performances of musical excerpts (not exceeding three (3) minutes of music) at the front of the stage are permitted at all education concerts. No additional compensation shall be paid to participating musicians and participation shall be optional.
- (e) A Musician shall, at all times, have the right to perform in the position for which they have been contracted.

9.07 Adequate and sufficient music parts shall be provided for every musician (all string parts bowed) at least two (2) weeks before the composition is to be rehearsed, for the purpose of individual practice, barring circumstances beyond the control of the Society.

- (a) Bowings shall be established by the Music Director, Conductor or Concertmaster for all concerts.
 - (i) Subject to 9.07(d), when a bowing change is made during a rehearsal the Conductor shall allow adequate time for the change to be made.
- (b) These bowings shall be established in time to comply with Article 9.07.
- (c)
 - (i) Bowings for music for Pops concerts, which is not contained in the Society's library but which arrives in time to comply with Article 9.07 shall be established according to Article 9.07(a).
 - (ii) Bowings for music for Pops concerts, which is not contained in the Society's library and which does not arrive in time to comply with Article 9.07, shall be established by the Acting Concertmaster if there is time to do so, if not, by the individual string Principals for their section.
 - (iii) For music other than that for Pops concerts, if it is not in the Society's library and does not arrive in time to comply with Article 9.07, the Violin I bowings shall be established by the Acting Concertmaster as quickly as possible and distributed to the section Principals who will distribute them to their sections in the most practical way possible.
 - (iv) When music for any CPO concert arrives late according to Articles 9.07(c)(ii) and (iii), the Music Librarian shall not be responsible for copying the bowings into the individual parts.
- (d) Bowings will not be changed following the last rehearsal preceding the dress rehearsal, unless the change is necessary and is required by the Conductor. This shall not apply to works that have not been previously rehearsed. If a change is necessary, it shall be the responsibility of each string Principal or acting Principal to tell every musician in their section of the change.

- 9.08 Communication between any individual musician or musicians and the Society shall generally be channelled through the Personnel Manager except as herein provided.
- 9.09 (a) At the beginning of each season the Personnel Manager shall establish a system of rotation based on the "Greenberg" system. Each section string player shall change his/her position approximately once each month.
- (i) The initial seating at the beginning of each season shall be established by drawing lots.
- (b) One tenured member of each string section, elected from within said section, shall keep a record of the number of services from which each string player is absent for any reason. Using this record as a guide, the Personnel Manager will attempt to equalize the work load as much as possible among the string players.
- (i) During the first two weeks in January of each season, the Personnel Manager shall provide to each string player a copy of the up to date record for that season for all string players.
- (c) All Musicians shall be entitled to the benefits of work load equalization (9.09(b)) and the relief period (8.06) as provided for in this Agreement.
- (d) Plans for string rotation will be available at the beginning of each season.
- (e) Changes to the rotation will not be made by individuals or sections without the express permission of the Personnel Manager.
- (f) Except where the provisions of Articles 12.14 apply, when a substitute is needed to replace another Musician who is temporarily absent, the Personnel Manager shall first ask those Extra musicians who are engaged by the Society on a regular basis. If no qualified Extra musician is available, the Personnel Manager will then ask a Musician who is not performing in the orchestra under the terms of Article 4.08 (Vacation) and Article 8.06 (Relief Period, if applicable) to fill the vacancy.
- (i) The Musician so engaged as a substitute shall be paid on a per service basis at the per service rate as stipulated in Article 10.01.
- (ii) A Musician so engaged as a substitute will not be eligible for an additional or alternative Relief Period(s), string reduction service(s) or vacation week(s).
- (g) Whenever possible, the Society shall equalize the work load among the Musicians.
- (h) The Principal of any string section may explore, in consultation with the Personnel Manager, alternatives to the currently utilized system of string rotation, should he/she feel that such an alternative would be advantageous to the section. The system in use will be reviewed annually.

ARTICLE 10 - SCHEDULE OF FEES

- 10.01 (a) The minimum "fixed" weekly fee for Musicians, during the term of this Agreement shall be as follows:

	<u>2012/13</u>	<u>2013/14</u>	<u>2014/15</u>
Section	\$1,114.47	1,147.91	1,188.08
Assistant Principal Strings, Trombone, Horn IV	\$1,237.08	1,274.19	1,318.79
Assistant Concertmaster, Horns II, III, Trumpet II, Assistant Principal Woodwinds	\$1,259.36	1,297.14	1,342.54
Associate Principal Horn	\$1,315.09	1,354.54	1,401.95
Principal Tuba, Percussion, Harp, Bass Trombone	\$1,370.81	1,411.93	1,461.35
Principal Strings, Trombone, Timpani	\$1,393.10	1,434.89	1,485.11
Principal Woodwinds, Horn, Trumpet	\$1,426.53	1,469.33	1,520.75

- (b) In addition to the weekly fees in Article 10.01, Tenured Musicians, who have completed two (2) or more consecutive seasons, shall receive service increments paid weekly based on the following rates:

Season	<u>2012/2013</u>	<u>2013/2014</u>	<u>2014/2015</u>
Weekly rate X years of service	\$2.25	\$2.25	\$2.50
Maximum years accumulation	25	25	25

- (c) For each fiscal year during the term of this Agreement any positive net income (calculated using the existing accounting policies of the Society) shall be distributed as follows:
- (i) 30% – retained by the Society.
 - (ii) 70% - distributed to employees in accordance with Appendix 1.
 - (iii) Extra musicians must work a minimum of forty (40) services in each season during the term of this agreement to be included in this distribution.
- (d) The distribution shall be made within one (1) month following the Society’s annual financial audit.
- (e) Prior to any distribution of variable pay, the Society shall provide to the Association any and all financial data pertinent to determining both the aggregate amount available for distribution to employees and the amount of each employee’s portion thereof. It is understood and agreed that such information will be provided on a confidential basis as required.

10.02 For each service for which they are contracted, Extra musicians shall be paid the minimum fixed weekly fee in Article 10.01(a) for section Musicians divided by 8.

- (i) Should an Extra musician be required to act as Principal or Assistant Principal for more than one half (1/2) of a service, he/she shall be paid (per service) the applicable minimum fixed weekly fee in Article 10.01(a) for that position divided by 8.
- (ii) If an Extra musician is required to perform a significant solo part, he/she will be paid at least a Principal fee for that engagement. The Society shall use reasonable judgment when determining the significance of a solo, in consultation, if necessary, with a Principal Musician from a related musical family.

10.03 For the purpose of 10.01, the following will be considered either Principal Musicians or Assistant Principal Musicians:

- (a)
 - (i) Associate Concertmaster (inside first desk) will be considered a Principal Musician.
 - (ii) Assistant Concertmaster (outside second desk) will be considered an Assistant Principal Musician.
- (b) In all single-member sections the musician will be considered a Principal Musician. This shall include Harp, Timpani, Tuba and Bass Trombone.
- (c) Second chair woodwinds, second trumpet, second trombone and second, third and fourth horns will be considered Assistant Principal Musicians.
- (d)
 - (i) Assistant Principals who are required to play in the Principal position for more than one half (1/2) a service will be paid the appropriate per service difference according to Article 10.01.
 - (ii) A section Musician who is required to play in the Assistant Principal or Principal position for any part of a service shall be paid the applicable per service difference according to Article 10.01.
 - (iii) A section first violinist who is required to play in the Assistant or Associate Concertmaster's position for any part of the service shall be paid the difference between his/her pro-rated per service fee and the per service Principal string fee according to Article 10.01.
 - (iv) A section first violinist who is requested to play in the Concertmaster's position for any part of a service shall have the right to refuse to do so or negotiate a fee with the Personnel Manager.
- (e) Orchestral works requiring one musician per section shall be played by the Principal Musician (or Assistant/Associate Principal Musician) under 10.03(d) unless otherwise agreed to by the Principal Musician and Conductor.
- (f) The Principal of the section, together with the Personnel Manager, shall give a minimum one week's notice to the Musician stepping up in non-emergency situations (Emergency situations being sickness, acts of God, etc) prior to the first service for which the Musician is stepping up. Should the request come later than a week the Musician stepping up shall not unreasonably deny the request.

10.04 Doubling Rates:

- (i) For the first double: 50% of pro-rated base weekly fee per service.
- (ii) Subsequent doubles: An additional 25% of pro-rated base weekly fee per service.

10.04 (a) Percussion instruments shall be divided into groups as follows:

<u>Group I</u>	<u>Group II</u>	<u>Group III</u>	<u>Group IV</u>
All percussion except those in groups II, III, IV	Orchestra Bells Chimes Xylophone Vibraphone Marimba	Timpani	Drum Set

- (b) A percussionist or timpanist who is engaged to play instruments from two (2) different groups during a service shall be paid, in addition to his/her performance fee for that engagement, an amount equal to twenty-five percent (25%) of the per-service minimum fee for his/her position. A percussionist or timpanist engaged to play instruments from a third and/or fourth group during that same rehearsal or performance shall be paid an additional amount equal to fifteen percent (15%) of the of the per-service minimum fee for his/her position.

10.05 Overtime rates shall be calculated on the basis of one-quarter (1/4) hour or fraction thereof. Scheduled overtime shall be defined as overtime on services where the musicians have received a minimum of 28 days notice of the expected occurrence of said overtime. A musician shall be paid at the rate of 0.0165 of his/her weekly fee per quarter hour or fraction thereof for Scheduled overtime. Overtime where less than 28 days notice has been given to the musicians shall be deemed to be Unscheduled overtime and will be paid at the rate of 0.0265 of his/her weekly fee per quarter hour or fraction thereof for Unscheduled overtime.

- (a) If only fifteen (15) minutes of overtime is anticipated, the full fifteen (15) minutes may be utilized without a break.
- (b) Each musician, if required, shall remain for up to one half (1/2) hour period of Scheduled overtime, and for all overtime that occurs in dress rehearsals and concerts, provided the overtime has been authorized by the Personnel Manager (or his/her duly appointed substitute) and the Conductor. Should Scheduled overtime not be used, no payment will be required.
- (c) Except for sitzprobe, opera dress rehearsals and performances, if use of the full thirty (30) minutes of overtime is anticipated, a break of five (5) minutes shall be taken before the overtime commences, unless otherwise agreed to by a majority of the orchestra.
- (d) Unless otherwise agreed to by a majority of the orchestra, if overtime requires that the orchestra will have been playing for more than ninety (90) minutes, there will be a break of five (5) minutes prior to the commencement of any overtime period. However, in the case of a fifteen (15) minute period of overtime, the full fifteen (15) minutes may be used following the five (5) minute break. In the case of a thirty (30) minute period of overtime, only twenty-five (25) minutes of overtime may be used following the five (5) minute break.

- (e) There shall be a grace period of three (3) minutes after all dress rehearsals and performances. However, should any dress rehearsal or performance extend beyond the three (3) minute grace period, overtime will be deemed to have started at the time that the service was scheduled to end. It is understood that this clause will be used only on an exceptional basis.
- (f) The parties agree that the Society shall not be required to pay overtime when that overtime is caused by power failure or any other circumstance beyond the control of the Society.
- (g) A performance shall be deemed to have ended when the Concertmaster stands to leave the stage.

10.06 Transportation allowances for large instruments shall be made in accordance with the Association's Schedule of Fees. This provision is applicable only if the musician is required to move the instruments.

10.07 The Society will, with respect to each Musician, make Musicians' Pension Fund of Canada contributions, based on the minimum fixed weekly fee (Section) in Article 10.01(a) and on any distribution under Article 10.01(c) (ii), according to the following schedule:

<u>2012/13</u>	<u>2013/14</u>	<u>2014/15</u>
10%	10%	10%

- (a) The Society will, with respect to each Extra musician, make Musicians' Pension Fund of Canada contributions based on the per service fee in Article 10.02, according to the following schedule:

<u>2012/13</u>	<u>2013/14</u>	<u>2014/15</u>
10%	10%	10%

- (b) Pension contributions will be remitted to the Pension Fund in monthly instalments except for contributions due on distributions under Article 10.01(c) (ii), which shall be remitted not later than thirty (30) days following such distribution.

10.08 Any Tenured Musician, dismissed by the Society for reasons other than those set forth in Article 14.06 (Termination for Cause), shall be compensated in the following manner:

\$500 per year of service with a maximum payment allowance of \$10,000; \$12,500 (as of the 2014/2015 season).

10.09 Any Tenured Musician once having reached the age of sixty-five (65) or for whom their combined age and years of service equals a total of 95 or greater, upon electing to retire, is eligible to receive a retirement compensation allowance under the terms of this agreement. Notice must be given in writing to the Society ten (10) months prior to the end of their last season. The Musician shall be compensated as follows:

\$500 per year of service with a maximum payment allowance of \$10,000 in the 2012/2013 and 2013/2014 seasons.

\$500 per year of service with a maximum payment allowance of \$12,500 in the 2014/2015 season.

10.10 The Society shall deduct from each musician for each pay period Association work dues on a percentage rate basis as certified in writing to the Society by the Association. The Society shall remit said deductions to the Association on a monthly basis no later than the fifteenth day of the month following the month for which the dues were deducted. Work dues deductions on any distribution under Article 10.01(c) (ii) shall be remitted to the Association not later than thirty (30) days following such distribution.

(a) The Society agrees to deduct from each Musician Calgary Philharmonic Players Association (CPPA) and Organization of Canadian Symphony Musicians (OCSM) dues in the amount certified in writing to the Society by the CPPA. Such deduction shall be made in November of each season and forwarded to the CPPA within fifteen days.

ARTICLE 11 - INTERPRETATION AND GRIEVANCE PROCEDURE

11.01 (a) There shall be an Orchestra Committee consisting of five (5) members of the Calgary Philharmonic Players Association (CPPA), as duly constituted under the Constitution of the CPPA. The names and offices of those elected shall be presented in writing to the President and CEO within two (2) weeks of their election. The Orchestra Committee shall represent the interests and concerns of the Musicians to the Society and to the Association.

(b) The Orchestra Committee shall meet with the President and CEO, the Director of Artistic Operations, the Personnel Manager and any other administrative personnel as necessary at least three (3) times during the season to discuss the operations of the Society. From time to time a member of the Board of Directors may be invited to attend these meetings.

11.02 Any question regarding, or dispute arising from, the interpretation or application of this Agreement may be discussed by the Society with the Orchestra Committee but remains a matter between the Society and the Association.

11.03 Not less than two (2) persons of the CPPA shall be Directors of the Society. Such Directors shall be chosen annually by the CPPA. Not less than 50% of the Nominating Committee of the Board of Directors shall be persons of the CPPA.

11.04 (a) Any musician who considers him/herself aggrieved for any reason under the terms of this contract or an individual contract provided for in this Agreement shall notify the Association and shall have the right to negotiate his/her grievance with the Society's Director of Artistic Operations. A musician may also refer his/her grievance to the Orchestra Committee or directly to the Association for negotiation on their behalf.

(b) Resolution of an individual grievance by the musician or by the Orchestra Committee is subject to endorsement by the Association.

(c) If the individual grievance is not resolved by the musician, or by the Orchestra Committee if the grievance was referred to it, the grievance shall be referred to the Association.

- (d) If an individual grievance referred to the Association or a grievance initiated by either the Association or Society cannot be resolved to the satisfaction of the Society and the Association, either party may proceed to grievance arbitration in accordance with the model procedures included in the Alberta Labour Code.
- (e) The above Grievance Procedure shall not apply to appeals arising from non-renewal of individual contracts of Tenured Musicians, which appeal procedure is set out in Article 13.

ARTICLE 12 - AUDITION PROCEDURE

The purpose of an audition for a vacancy is to find the best qualified player who will contribute to the maintenance or improvement of the standard of excellence of the orchestra.

12.00 Musicians employed according to Article 3.12 will be employed after having passed the audition procedure(s) herein and shall remain so employed except as otherwise provided for in Article 13 and 14.

- (a) Should any of the positions listed in Article 3.12 become vacant under the terms of this Agreement, or new positions be added, the Society shall notify the Association within seven (7) days and the position will be filled by holding auditions, unless otherwise provided for in this Article.

12.01 When auditions are to be scheduled, the following shall apply:

- (a)
 - (i) National Auditions, open only to Canadian citizens and Landed Immigrants, will be scheduled no fewer than twenty-eight (28) days following notification to the Association.
 - (ii) If the Society determines that International Auditions are necessary, they shall advertise the vacancy(s) in the *International Musician*. International Auditions will take place no fewer than sixty (60) days after the *International Musician* publication date.
- (b) Members of the Orchestra shall be informed of the vacancy and the Audition date through a posted notice on the bulletin board and by an announcement at a rehearsal. The applicable audition committee will receive this information in writing at this time.
- (c) National Auditions shall be advertised in "Opus" (Orchestra Openings). Information forwarded for publication shall include:
 - (i) the position for which the Audition will be held,
 - (ii) the date of the Audition,
 - (iii) the weekly fee for each vacancy,
 - (iv) the address and phone number of the Society.
 - (v) When applicable, "Should a CPO member win the audition, the newly created position may be offered to another finalist".

- (d) The Association undertakes to notify all appropriate members of the Local by mail within 7 days. Such notification shall contain the same information as stipulated in 12.01(c) above.

12.02 All voting members of the Audition Committee will be compensated as follows: 2 % of weekly base pay per hour:

- (a) An Audition day shall start at the time of the first audition and end at the time of casting the last vote of the day. Lunch and/or dinner breaks shall not be included when food is provided by the Society. Break times will be calculated at the rate of 10 minutes per 90 minutes. Lunch will be provided by the Society if the auditions take place between the hours of 11 A.M. and 1 P.M., and dinner will be provided if they take place between the hours of 5 P.M. and 7 P.M.

12.03 Auditions shall be held by the Audition Committee: This Committee shall be composed of the Music Director or his/her duly appointed substitute, the Concertmaster or, in his/her absence, the Associate Concertmaster and/or the Assistant Concertmaster and the specific Musicians outlined below in 12.03 a, b, c, d and e. For any audition, Associate and/or Assistant Principal Musicians from the same family of instruments (Strings, Woodwinds, Brass, Percussion) may request to be full voting members of their respective audition committee. These requests shall be made to the Personnel Manager no later than 14 days in advance of the audition in question. Such requests shall not be unreasonably denied. There shall be no fewer than 6 members on an Audition Committee except when article 12.05 (h) applies:

- (a) If the vacancy is a string position:
The Associate Concertmaster (if he/she is not already acting as a substitute for the Concertmaster), the Assistant Concertmaster, all String Principals plus the Assistant Principal and two Tenured Section Players from the section concerned. If the vacancy is in either the first or second violin sections, Tenured Rank and File players from either section will suffice.
- (b) If the vacancy is a woodwind position:
All players from the section in which a vacancy exists, all other woodwind principals and the Principal Horn.
- (c) If the vacancy is a brass position:
All players from the section in which a vacancy exists, all other brass principals and one woodwind principal. The trombones and tuba shall be considered members of the same section.
- (d) If the vacancy is a percussion or timpani position:
The Principal Percussionist, the Principal Timpanist, the Principal Harpist, two Woodwind Players, one of whom must be a principal, and two Brass Players, one of whom must be a principal.
- (e) If the vacancy is harp:
Four (4) Principals. (one string, woodwind, brass, timpani/percussion.)
- (f) Section players and other non-specific committee members, when applicable, will be selected on a rotating basis, alphabetically.

- (g) The make-up of the Audition Committee for any given opening will remain the same until a suitable auditionee is engaged.
 - (h)
 - (i) Auditions shall not be scheduled on statutory holidays.
 - (ii) Auditions may be scheduled on only one of the designated days off in any given week but only when absolutely necessary due to other scheduling conflicts.
 - (iii) Should auditions be scheduled according to Article 12.03(h)(ii), compensation shall be paid to each mandatory member of the Audition Committee at a rate fifty percent (50%) higher than the payments provided for in Article 12.02. Designated days off are marked "Days Off" on the schedule. Other free days are not designated days off.
 - (iv) No auditions shall be scheduled during nine (9) service weeks.
 - (i) The Music Director shall be the Chair of the Audition Committee. In his/her absence, the Committee shall choose a Chair by majority vote.
 - (j) When a member of the audition committee has been excused from attendance at an audition, a suitable replacement from the same instrument family shall be chosen at the discretion of the Society and the Association.
 - (k) A Musician who vacates his/her position under the terms of Articles 13.03, 13.09 or 14.06 shall not serve on any Audition Committee.
 - (l) Any member of the Orchestra may audit any live auditions, provided that he/she sits apart from the Audition Committee and leaves the room when discussions and voting begin.
- 12.04 (a) When Auditions are held, members of AFM Local 547 (Local) candidates will compete in the same manner as National candidates, except that Tenured and Probationary Musicians of the orchestra will not be required to compete in the preliminary round.
- (b) Local musicians (non CPO members) may be exempted by the Audition Committee from the preliminary round. Voting by secret ballot, a simple majority shall determine whether or not a candidate will be exempted from the preliminary round. In the case of a tie vote, the candidate will be exempted from the preliminary round.
 - (i) The process described in 12.04(b) shall take place immediately prior to any audition on any given day and/or for any particular instrument.
 - (c) Should a Musician be offered and accept the position for which an audition is held, the vacant position may be offered to another finalist, who has been chosen according to Article 12.05(c).
 - (d) Any Musician who auditions for a vacant position in the orchestra will not be entitled to serve on the Audition Committee for that position at any stage in the audition process. In addition he/she will not be entitled to have any voice in the deliberations of the Audition Committee for this position, nor serve on or have any voice in the deliberations of the Tenure Review Committee for this position as set out in Article 13.09.

- (i) It is understood that a player on notice of non-renewal or a non-tenured player may not serve on any audition committee. However, because of the instrument involved, a non-tenured player may serve on an audition committee with the permission of the Association and the Society.
- (ii) In addition, a Musician whose position is being filled may not serve on the Audition Committee for his/her own replacement except for the case of a vacancy created by that Musician's promotion within the Orchestra. Should the Audition Committee wish, the Musician vacating the position may be asked to attend the audition for their replacement as a non-voting consultant, with the permission of the Association and the Society.
- (iii) A Musician may not serve on an Audition Committee or audit an audition if he/she has a conflict of interest. Such Musician has the responsibility to self-disclose any information that could be construed as a conflict of interest.

12.05 Auditions for National and International candidates will be held in the following manner:

- (a) A preliminary round will be held. Candidates for the semi-final round will be chosen by secret ballot. There shall be no discussion before the vote. A simple majority of positive votes will determine which candidates advance from this round. In the case of a tie vote, the candidate shall advance to the next round.
- (b) One or more semi-final round(s) will be held. Candidates for subsequent rounds will be chosen by secret ballot. Discussion may take place before the vote. The committee may take a secret ballot vote at any time to declare the next round a final round. A simple majority of positive votes will determine which candidates advance from this round. In the case of a tie vote, the candidate will advance to the final round.
- (c) A final round will be held. Except when the provisions of Article 12.05(g) apply, discussion by the Audition Committee will determine if one or more Finalists are qualified to be offered a position as a Probationary Musician with the Orchestra. A secret ballot vote shall determine if there is a winner.
 - (i) Committee members shall determine the winner by voting for a single finalist of their choice. The finalist receiving the greatest number of votes shall be deemed the winner, and his/her name removed from subsequent ballots.
 - (ii) Using a series of similar votes, the committee shall determine the order of finish of all finalists if a majority of the committee recognizes that another candidate(s) is qualified to be offered a position as a Probationary Musician.
 - (iii) If two or more finalists tie on any vote, the Music Director, or in his/her absence, the Chair of the Committee, shall break the tie.
 - (iv) If the winner does not accept the position, it shall be offered to the runner(s)-up according to the order of finish provided the committee has determined that the candidate(s) is qualified to be offered a position as a Probationary Musician.
- (d) (i) The preliminary round(s) shall be held behind a screen. The Music Director may elect to be absent from the preliminary round(s).

- (ii) The first round that includes a candidate exempted from the preliminary round(s), in accordance with Article 12.04, shall be held behind a screen. All candidates in this round shall 'redraw' numbers and shall be identified to the Audition Committee for this round by their redrawn number only.
- (iii) The representative from the Association shall track numbers of Candidates from all rounds. When the screen is no longer in use, the numbers assigned to the remaining candidates from all rounds shall be communicated to the committee, and the relevant resumes shall be made available for viewing.
- (e) Should no candidate be advanced to the final round, a new set of Auditions shall be scheduled. These Auditions, at the discretion of the Society, may be either National Auditions, or International Auditions.
- (f) The Music Director, in respect to any audition at which he is present, shall have the right to veto a positive majority decision of the Audition Committee so long as the decision of the members of the Committee (not including the Music Director) was not unanimous. All decisions at auditions which are held in the absence of the Music Director shall be made by a simple majority vote.
- (g) For Principal, Associate Principal or Assistant Principal auditions, the Audition Committee, at the request of any committee member, may by majority vote request that one or more finalists play in the orchestra for a set of rehearsal(s) and performance(s). Final candidates for the Concertmaster position must play at least one set of rehearsals and performance(s) before being offered the position. If at all possible, the rehearsals and performances should be conducted by the Music Director. Due to circumstances beyond the control of the finalists or the Society, (e.g. problems of availability), one set of rehearsal(s) and performance(s) may be shared between the finalists. Following the final performance, the Audition Committee shall meet to discuss and vote on the acceptability of the finalist(s), and order of preference if more than one finalist is acceptable. In either case, the decision shall be made by simple majority vote. Any tie vote shall be broken by the Music Director or, in his/her absence, the Chair of the Audition Committee.
- (h) When there are thirty (30) or more candidates for any vacancy, the applicable Audition Committee may be split into two committees as equally as possible with no fewer than four members each. The Music Director, or his/her duly appointed substitute shall chair one split committee and the Principal of the section shall chair the other split committee. In the case that the vacancy is the Principal, the Assistant Principal of the section, or in his/her absence, the Principal of a section from the same instrumental family shall chair the other split committee as determined by the complete audition committee. The Audition Committee may be split only for the purpose of hearing preliminary round auditions. The split committees shall individually follow all the applicable procedures contained in Article 12.

12.06 The Society shall give at least twenty-eight (28) days notice to the Audition Committee of the time and place of the Auditions herein referred to along with information necessary for this purpose. Members of the Audition Committee so notified shall be present at all auditions for a particular position unless they have been excused by the Personnel Manager or unless they are on vacation or leave on the date of the audition.

- 12.07 A duly authorized Association representative shall attend the auditions as an observer. The Association representative shall not be a member of the Calgary Philharmonic. This representative shall monitor breaks for the Audition Committee, and will notify the Society and members of the Audition Committee of any infractions by either.
- 12.08 The above Audition Procedure shall apply to all auditions.
- 12.09 Auditions may take place at any time of the year, provided that a complete Audition Committee can be assembled according to Article 12.03.
- 12.10 All auditions shall be held in Calgary.
- 12.11 All auditionees, who have furnished the Society with an address, will be notified in writing as to the outcome of their audition within fourteen (14) days of their audition.
- 12.12 With respect to the position of Concertmaster, when a vacancy occurs the Society will conduct auditions for the position in a manner consistent with all other auditions. The Music Director of the Society shall have the right to invite any candidate of his/her choice. The audition committee for this position shall be composed of the Music Director, or his/her duly appointed substitute, the Associate Concertmaster, the Assistant Concertmaster, the Principal 2nd Violin, Principal Viola, Principal Cello, Principal Bass and one of either Principal Percussion or Principal Timpani; in addition, one Woodwind Principal, one Brass Principal and two (2) members each from the First (1st) and Second (2nd) Violin sections. A candidate must receive at least eight (8) affirmative votes to be deemed acceptable. All other terms and conditions governing auditions shall apply.
- 12.13 The Music Director shall have the final selection of the Concertmaster provided that such selection has the support of the Audition Committee.
- 12.14 Temporary Musician
1. Should a temporary vacancy occur due to serious illness or injury of a Musician for a period of up to one hundred and four (104) consecutive weeks (according to Article 8.01) the following procedures shall apply:
 - (a) If the vacancy is:
 - (i) A Principal position - the Associate Principal/Assistant Principal(s) shall fill the position. The Assistant Principal position shall then be filled according to Articles 12.14(iii) or (iv).
 - (ii) An Associate Principal position - the Assistant Principal(s) shall fill the position. The Assistant Principal position shall then be filled according to Articles 12.14(iii) or (iv).
 - (iii) An Assistant Principal string position or Assistant Concertmaster - Musicians who are section players shall fill the position according to the rotation system then in effect. The section vacancy may then be filled according to Article 12.14(v).
 - (iv) An Assistant Principal wind position - in consultation with the applicable Audition Committee, the Society may appoint a temporary replacement.

- (v) A Section position - the Society shall have the option of filling the vacancy with an Extra musician on a per-service basis, or on a full-time basis, according to Article 12. Should the section vacancy exist for more than one hundred and four (104) weeks, the position shall be declared open and auditions held according to Article 12 subject to the provisions of Article 8.01(c).
 - (b) If a temporary vacancy occurs due to dismissal of a Musician for "cause" under Article 14.06 or due to mid-season resignation under Article 14.05, such vacancy, for the remainder of the season during which it occurred, shall be filled according to the applicable provisions of 12.14(i-v). Such position shall be filled for the next following season by audition according to the provisions of Article 12.01.
2. Should a temporary vacancy occur due to a leave of absence according to Article 8.10, the following shall apply:
- (a) If the vacancy is:
 - (i) Concertmaster, the Music Director shall determine whether the replacement is to be chosen through audition, step-up or appointment.
 - (ii) A Principal position, the Associate/Assistant Principal(s) shall be offered the position.
 - (iii) For all other positions, including a Principal position if the Associate/Assistant Principal(s) declines the offer to assume it, shall be filled by audition.
 - (b) At the discretion of the applicable Audition Committee, such auditions may be intra-orchestra (open only to Musicians), if applicable, or Local (open only to members of Local 547). Intra-orchestra and Local auditions shall be conducted according to the terms of Articles 12.01(b), 12.02, 12.03, 12.05, 12.06 and 12.07. For Local auditions Article 12.04 shall also apply.
 - (c) Should a Tenured or Probationary Musician of the CPO win an audition to fill a temporary vacancy, the subsequent temporary vacancy of his/her former position shall be filled by a musician chosen from either the same or a separate audition.
 - (d) Should it be necessary to hold a National audition to fill the temporary vacancy but the audition does not produce a suitable candidate, the Society may, in consultation with the applicable audition committee, appoint a replacement musician for the duration of the leave of absence.
 - (e) When a Tenured Musician moves to another position in the orchestra and his/her former position is being held, as set forth in Article 13.02(a) and (b), the temporary vacancy in his/her former position shall be filled according to the provisions of this Article 12.14.

12.15 The section Principal, in consultation with his/her section, shall provide the Personnel Manager with a suitable list of Extra musicians for his/her section. The Principal shall have the final say regarding this list, subject to the approval of the Music Director. All Extra musicians shall only

be hired from that list. If none of the listed musicians are available, then the Personnel Manager shall consult with the Music Director and section Principal to determine a musician that should be hired. All Extra musicians who are hired for more than twenty-four (24) services in one season may be subject to review by the Music Director, Personnel Manager and the section principal, in consultation with the respective section. If, as a result of such a review, it is determined that a given Extra musician is unacceptable, then that Extra musician shall not be hired. The principal of a section may request the Society, and therein the Association, to hold a screened local audition attended by the section, the Personnel Manager and the Music Director (or his/her duly appointed substitute). Such request(s) shall not be unreasonably denied.

12.16 The proceedings and results, except for the name of the successful candidate, of all auditions are confidential. All participants in the audition shall respect this confidentiality and shall be reminded of this by the Association's representative prior to any audition.

ARTICLE 13 - TENURE, TENURE REVIEW AND APPEAL COMMITTEE

13.01 Unless engaged under the terms of Article 12.14, a Musician shall receive tenure upon signing a contract for a third consecutive season. If a Tenured Musician is moved from his/her position ("position" to include Principal, Assistant Principal, Violin I, II, any Horn or any Trombone), he/she shall have the right to appeal such a move under the terms of Article 13, but shall remain a Tenured Musician in the orchestra.

- (a) A Tenured Principal Musician shall have the right to request to be moved to an Assistant Principal or Rank and File position and a Tenured Assistant Principal Musician shall have the right to request to be moved to a Rank and File position if, in either case, a bona fide vacancy exists. Such request must be made in writing to the Personnel Manager on or before January 15 in any given year. Requests will be considered by the applicable Audition Committee which may require an audition and which may grant a request by simple majority of positive votes. In the case of a tie vote, the request will be granted, subject to the approval of the Music Director. Should such a request be denied, the Musician may retain his/her former tenured position.
- (b) In the case where such a request requires that a Musician play a different instrument (e.g. flute, piccolo, oboe, English horn) or the same instrument at a different tessitura (e.g. French horn), the Music Director may request an audition by the applicable Audition Committee, which may grant the Musician's request by a simple majority vote. In the case of a tie vote, the request will be granted, subject to the approval of the Music Director.

- 13.02 (a) Any Tenured Musician who moves to a new position in the orchestra through the normal audition process, will be reviewed by the Tenure Review Committee (Article 13.09) twenty (20) weeks in his/her new position (including any consecutive weeks played on a temporary basis, and vacation weeks but exclusive of the summer break, if applicable).
- (b) In the event that the Musician is denied tenure in his/her new position, the Musician will return to his/her former tenured position.
 - (c) In the event that tenure is granted, the Musician's new position will become his/her permanent position and a vacancy declared in his/her former position.

- (d) In the event of a tie vote by the Tenure Review Committee, the Musician shall receive tenure in the new position, subject to the approval of the Music Director.
- (e) Any Probationary Musician who moves to a new position in the orchestra through the normal audition process will be reviewed by the Tenure Review Committee fourteen (14) months following his/her move to the new position or, if that would fall during the summer break, during the last four (4) weeks of the season preceding that summer break. A contract for the next following season will not be offered by the Society until the results of the Tenure Review are known.
- (f) A Probationary Musician who receives a negative review under (e) above, will not have the right to assume his/her original position but may re-audition for that position as per the normal audition procedure, if it is still available.

13.03 During the season, if the Music Director feels that the performance of a particular Tenured Musician is unsatisfactory, the Music Director will, no later than the last day of the Season, hold a meeting with such Musician in the presence of the Personnel Manager and should the Musician so wish, a member of the Calgary Musicians' Association or another person of his/her choosing, who is not a legal counsel.

- (i) The Music Director shall discuss specific dissatisfactions in regard to the Musician's performance and these will be confirmed in writing by the Personnel Manager following the meeting. If, in the opinion of the Music Director, there is not satisfactory improvement in such Musician's performance, such Musician must be informed in writing no later than December 1st following the end-of-season notification if his/her contract will not be renewed for the following season.

- (a) Any Musician of the Calgary Philharmonic Orchestra who has tenure and who receives notice of disengagement, may appeal his/her disengagement by notifying in writing the Orchestra Committee and the Society within seven (7) days of receipt of notice of his/her disengagement.
- (b) Players with ten (10) or more consecutive years of service who agree to waive their right of appeal must be given notice of disengagement one year in advance; that is, they must be notified by December 1st if the following season is to be their last.

13.04 When required, an Appeal Committee shall be constituted consisting of:

- (a) The tenured members of the applicable Audition Committee, excluding the Music Director.
- (b) One member of the Orchestra Committee who is not a member of the Audition Committee.
- (c) One Association representative who is not a member of the Orchestra.
- (d) A representative of the Society who shall not be the President and CEO or the Music Director.

The President of the Association shall, within seven (7) days, call a meeting for the purpose of electing a Chair, who shall act as a spokesman and preside over those functions for which the

Appeal Committee is necessary. When such Appeal Committee consists of fewer than twelve (12) persons, the Audition Committee will select the required number of Tenured Musicians to form a twelve (12) person committee.

(i) All members of the Appeal Committee shall be compensated as follows:

Up to 1/2 hours - \$10.00 per person
Over 1/2 hour up to 1 hour - \$15.00 per person
Over 1 hour up to 2 hours - \$20.00 per person
Over 2 hours - \$30.00 per person

13.05 Any member of the Appeal Committee who receives a notice of disengagement will be disqualified from serving on the Appeal Committee, and shall be replaced by an alternative, who shall be a Tenured Principal player chosen by mutual agreement of the Society and the Association.

13.06 The Appeal Committee shall have the right to audition the appellant, who shall have thirty (30) days to prepare after the first meeting called by the President of the Association.

(a) The Music Director shall have the right to appear before the Appeal Committee or, if he/she is unavailable, to supply the Committee with his/her concerns in writing, which may be amplified, if necessary, by the President and CEO or his/her duly appointed substitute.

(b) The appellant shall have the right to request an audition to be held no later than thirty (30) days after the first meeting called by the President of the Association and/or an appearance before the Appeal Committee in order to state his/her case.

13.07 Meeting in full, the Appeal Committee shall vote by secret ballot to uphold or over-rule the disengagement notice.

13.08 The Appeal Committee's decision shall be tendered in writing to the President and CEO of the Society and the President of the Association within twenty-one (21) days of their receipt of the appeal, or within seven (7) days after the audition, whichever is the later. The audition, if any, by the Appeal Committee shall be held and completed by the fortieth (40th) day following the date on which the appellant received his/her notice of disengagement. A decision to uphold an appeal may be made by a simple majority of the Appeal Committee. The decision of the Appeal Committee shall be final and binding upon the appellant disengaged Musician and he or she shall have no further rights of appeal or recourse against the Society or the Association, and the grievance procedures and right of arbitration as contained in Article 11 or as might otherwise generally apply shall not apply to a person disengaged in accordance with Article 13.

13.09 Tenure Review

(a) No later than eight (8) weeks after a Probationary Musician's start date, an informal meeting shall take place with the Musician and the applicable principal, or in the case of a new principal who is a Probationary Musician, with the remaining principals of that Instrument's family who are Tenured Musicians and the Personnel Manager, for the purposes of performance review and feedback.

(b) In the first full season of a Probationary Musician, the Tenure Review Committee shall meet on or before November 30, but not before November 1 to conduct a formal review.

The Society shall give the applicable committee 28 days notice of the time and place of said meeting. This review will determine whether or not to offer the Probationary Musician a second full-season contract. Voting by secret ballot, the Committee may grant or deny offering a contract for a full second season by a simple majority. In the event of a tie vote, a second full-season contract will be granted subject to the approval of the Music Director.

- (c) In the second full season of a Probationary Musician, a second formal review by the Tenure Review Committee shall take place on or before November 30, but not before November 1. The Society shall give the applicable committee 28 days notice of the time and place of said meeting. This review will determine whether the Probationary Musician will be granted the status of Tenured Musician. Voting by secret ballot, the Committee may grant or deny tenure by a simple majority. In the event of a tie vote, tenure will be granted subject to the approval of the Music Director.
- (d) The Tenure Review Committee shall consist of the applicable Audition Committee subject to the restrictions set out in Article 12.04 (d) and the Music Director or the President and CEO as his/her duly appointed substitute.
- (e) The Music Director shall be the Chair of the Tenure Review Committee. In his/her absence, the Committee shall choose a Chair by majority vote.
- (f) All Musicians serving as members of the Tenure Review Committee shall be compensated according to Article 13.04(i).
- (g) The Society shall have the responsibility for the organization of the Tenure Review Committee and its functions, and shall report all meetings and results to the Association.
- (h) A Musician must have been granted a positive decision from the Tenure Review Committee before being offered a contract for his/her third consecutive complete season as defined in Article 13.01.
 - (i) Except for the process in 13.09 (a), if the Tenure Review Committee agrees that specific recommendations need to be communicated to the Probationary Musician at any stage in the Tenure Review Process, such recommendations shall be conveyed to the Probationary Musician by the Music Director in the presence of the Personnel Manager and supported by a written document from the Personnel Manager.
 - (ii) The proceedings of all Tenure Reviews are confidential. All personnel involved shall be reminded of this prior to each meeting by the Personnel Manager or Music Director.
 - (iii) The interpretation and application of Article 13 is subject to the Grievance Procedures stated in Article 11.04.

ARTICLE 14 - INDIVIDUAL CONTRACT NEGOTIATION, RENEGOTIATIONS, CANCELLATION AND TERMINATION FOR CAUSE

14.01 In view of the professional nature of the musician's occupation, this Agreement, with its established minimum weekly and per service fees, shall in no way abridge or limit the right of

each individual musician to negotiate his/her own individual contract, provided that in no event shall such a contract result in payments less than the minimum established herein.

- (a) The Society may, at its discretion, offer multi-year letters of intent or contracts to certain Musicians. Such documents will not be final and binding on either party but will be subject to the relevant clauses of resignation or dismissal as contained in the Agreement.
- (b) A Musician who wishes to discuss and/or negotiate the terms of his/her Personal Service Contract for the following season must request in writing, by November 1, a meeting with the Director of Artistic Operations. The Society will respond to this request within fourteen (14) days. These timelines are subject to Article 14.03 and 14.04.

14.02 The Society undertakes to file all copies of all individual contracts with the Association Office prior to the first service of any given season.

14.03 All renewals of individual contracts must be submitted to the Musician on or before December 15 in any given year, subject to Article 13.02.

- (a) If negotiation of a Collective Agreement for the next following season is ongoing as of December 15, renewals of individual contracts will be submitted as soon as is practicable following ratification of the Collective Agreement.

14.04 The Musician shall return signed copies of his/her contract or advise the Society of his/her rejection of the contract by February 1, or, when Article 13.02(e) applies, within forty-five (45) days.

- (a) When 14.03(a) applies, the time frame for acceptance or rejection shall be determined as part of that negotiation.

14.05 By mutual consent of the Society and the Musician, the Musician can cancel his/her contract after giving thirty (30) days notice in writing, addressed as follows:

President and CEO, Calgary Philharmonic Society
205 - 8th Avenue S.E., CALGARY, AB T2G 0K9

- (a) It is understood that the Society shall have the right to retain the Musician's services for the next following season once individual contracts have been signed. The Society will, in any case, not be held responsible or liable for any reason to any Musician who signs a contract or any other kind of agreement with another organization, whether or not that organization be a symphony society. The Calgary Philharmonic Society will be under no obligation to release a Musician who has signed a contract for a current or subsequent season at least until a suitable replacement has been found according to the procedures contained in this Agreement.

14.06 Except for the dismissal procedure in Article 13, which deals with a Musician's non-performance and/or competency, the Society shall not terminate a contract with, dismiss, or otherwise discipline a Musician except for Just and reasonable cause. The Society shall notify a Musician and the Association of any alleged infraction within seven (7) days of the Society becoming aware of the infraction. The Society must act upon this infraction within six (6) months from the date of notification of this infraction to the Musician and the Association.

14.07 The individual contract(s) signed by the Musician(s) is listed as Appendix 3.

ARTICLE 15 - STEWARD

15.01 For each full orchestra and split orchestra service there shall be a Steward. When there are split orchestras, the Steward who has been appointed for the season will serve as Steward for one of the split orchestras. The other split orchestra shall have a Steward who will be appointed by mutual agreement of the Association and the Personnel Manager of the Society or his/her duly appointed representative. No later than twenty-eight (28) days prior to the end of the Season, the Orchestra Committee shall solicit nominees for the position of Steward. The Committee shall submit its recommendation(s) to the Association prior to the end of the Season. The Association shall notify the Society of its selection of the Steward by August 1 in each season during the duration of this agreement.

15.02 The duties of the Steward shall be:

1. Check Membership of Local players.
2. Check Membership of out-of-town players (and guest artists/conductors, when necessary).
3. Record complete information for each service (date, series, location, conductor, soloists, extras, step-ups).
4. Record start/finish/break times of all services (with Personnel Manager, decide which timepiece will be used).
5. Report on all overtime and circumstances surrounding such overtime.
6. Lists absences for all services; to include sickness and unexcused absences.
7. List late musicians for all services.
8. Reports all "incidents"
 - (a) Disputes between players/conductors/etc.
 - (b) Disagreements caused by facilities/weather.
 - (c) Possible unprofessional conduct (players, conductors).
 - (d) Report on shortcomings in facilities and working conditions (consult with Orchestra Committee Chair).
9. File reports with the Society and the Association once every two (2) weeks.
10. In the absence of the Personnel Manager:
(Personnel Manager to inform Steward and conductor of impending absence).
 - (a) Call the breaks (get the players back).
11. Attend (as a witness) and report on the Personnel Manager's informing players of violations including dress code.
12. With the Orchestra Committee Chair:
 - (a) Consult with and report on problems with the Agreement.
13. Immediately report by telephone all major incidents to Association office..

14. Generate independent information whenever possible.
15. Attend auditions to assist the Personnel manager as required.

15.03 The Society agrees to pay the Steward a fee in the amount of ten percent (10%) of the base weekly fee divided by eight (8) for each service rendered. For auditions, each 2.5 hours or less shall be counted as one service.

ARTICLE 16 - DRESS

16.01 All male musicians shall have the following wardrobe options available for all CPO performances. Black dress shoes, black belt and black socks (or dark grey/dark navy socks with Dress 4) are required with all of the below uniforms. Socks shall be of a sufficient length to ensure that leg is unexposed.

- (a) Dress 1 - Full dress tails with white bow tie and white vest or cummerbund.
- (b) Dress 2 - Black tuxedo with black bow tie and black vest or cummerbund.
- (c) Dress 3 - White tuxedo jacket with black tuxedo pants, black bow tie, and black or white vest or black cummerbund.
- (d) Dress 4 - Black, dark navy or dark grey business suit (matching trousers and jacket), long tie, white dress shirt.
- (e) Dress 5 - Long-sleeved black dress shirt (with collar) or long-sleeved black turtleneck, black dress pants with black belt. A black suit or sport jacket or black long tie may be worn with this uniform, but they are optional.

16.02 All female musicians shall have the following wardrobe options available for all CPO performances. Black, closed-toe dress shoes and black unpatterned hose are required for all concerts. For Dress A concerts, clothes in a dressy fabric such as silk, velvet, satin, crepe de chine or good quality polyester are required, and they should be in a suitable style and classic fit. Casual and cardigan sweaters will be permitted only in the pit.

- (a) Dress A - Long black dress with long sleeves, long black skirt with formal black long-sleeved blouse, or formal black pant suit.
- (b) Dress B - For daytime concerts and for the pit, less formal fabrics and styles are permitted; e.g. black office wear. This is also permitted for onstage concerts when male musicians are in black shirt and pants.
- (c) Dress C - Formal long-sleeved white blouse with either formal, elegant and dignified black dress pants, or a formal long black skirt.
- (d) Dress D - Elegant and dignified black, dark navy, or dark grey pantsuit, or short black dress, or short skirt and matching blazer with white blouse. Short skirts or dresses shall be knee-length or longer.

16.03 The dress for each CPO concert will be specified in the Schedule Book by the use of the code (Dress 1/A, etc.) for the entire season. The particular dress and/or any changes for a

performance will be announced by the Personnel Manager. Should the CPO Management wish to make a change to the dress for a specific concert, they may do so by giving written notice a minimum of one (1) week before said concert. In addition, for certain concerts, other optional dress may be requested (for example, red or green ties at Christmas) but an option from the approved dress code must always be given for the musicians.

- 16.04 Each musician's dress will reflect the professional nature of his/her position with the Calgary Philharmonic Orchestra, and as such, he/she shall ensure that all clothing items are clean, pressed and in good repair. In addition, jeans and other similar casual clothing may not be worn for concerts unless specifically authorized by the Personnel Manager or his/her designated substitute.
- 16.05 Should a musician appear improperly dressed for any performance, the Personnel Manager may decide to refuse to allow that musician to perform. In this case, the musician shall have his/her per-service rate for this concert deducted from his/her pay.
- 16.06 Any uniform required by the Society and not specifically described in this CBA must be provided by the Society.
- 16.07 No musician will be asked to wear a uniform that impedes his/her ability to perform.
- 16.08 The Personnel Manager may request that a musician conform more properly to Article 16.
- 16.09 No instrument cases, briefcases, purses or other bags will be allowed on stage during performances except when they are absolutely necessary (e.g. doubling, carrying spare strings or other essential tools) or when not having such item(s) would impair a musician's ability to perform.

ARTICLE 17 - MEDIA AND PROMOTION

- 17.01 The Society and the Association agree with each other that the Association is bound because of industry equitability clauses contained in the C.B.C. Television and Radio Agreements not to negotiate lower rates than those Agreements contain without prior written consent of the C.B.C.
- 17.02 All media employment (radio, television, recording, etc.) shall be outside the terms of this Agreement. However, in the interest of maintaining a superior product, but subject to Articles 17.02(a), 17.02(b) and 17.02(b)(i), all Musicians shall participate in all media performances undertaken by, contracted through and under the name of the Society during the contracted season, under the terms of Article 7.01-7.08 (Terms of Employment) of this Agreement. No service credit will be given for services performed under this section. Wages, Musicians' Pension Fund of Canada percentages and working conditions for media employment (including rehearsals) shall be governed by the appropriate current A.F. of M. collective Agreement.
 - (a) The Society shall not schedule media employment for the orchestra during fixed vacation weeks set according to Article 4.08(a).
 - (b) Should media employment be scheduled during a Musician's rotated vacation week(s) or during any other leave granted under the terms of this Agreement, the Musician shall make every effort to participate but shall not be required to do so.

- (i) If such Musician does participate, he/she shall receive equivalent alternate vacation/leave at a mutually agreed to time during the same season.

17.03 For the purpose of preparing promotional material only, the Society may record or film, or cause to have recorded or filmed rehearsals and concerts undertaken as part of the orchestra's schedule. The Society shall notify the Association ten (10) days in advance of such recording or filming and shall provide a list of works to be utilized in the promotional vehicle(s). It is understood that the Society may not use such material for commercial purposes or where live music would normally be used. It is further understood that this clause does not limit the right of broadcasters to film or record not more than four (4) minutes of music for news or news magazine programs because of the newsworthy nature of the performance or the occasion (Article 17.1.2, C.B.C. Agreement). The Society undertakes that they will inform the Association and the Orchestra Committee Chair of all such recordings or tapings in advance.

17.04 Except as otherwise explicitly provided in this Agreement, 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 American Federation of Musicians relating to and permitting such recording, reproduction or transmission.

17.05 The Society has the right to record any performance for the sole purpose of providing supporting material to grant-giving agencies without any additional fee. The Society shall notify the Association in advance of each such recording and shall assume full responsibility for any and all use of the recording.

17.06 Concerts or portions thereof may be recorded by the Society for archival purposes. Such recordings shall be labelled by the CPO to indicate that they shall not be duplicated and have no commercial value. Archival recordings shall be catalogued and stored in a secure place. Listeners to any such archival recording will be required to sign a waiver assuming liability for the cost and legal effects of any misuse of such recording, and agreeing not to duplicate the recording. Such recordings shall not be used for assessing or evaluating musicians.

ARTICLE 18 - GENERAL

18.01 (a) All notices and communications required or permitted herein may, if in writing, be addressed to:

- (i) The Calgary Philharmonic Society
205 – 8 Ave SE
CALGARY, AB T2G 0K9

- (ii) The Calgary Musicians Association
#5 – 606 Meredith Rd NE
CALGARY, AB T2E 5A8

(b) The Society, the Association or any musician governed by this contract may change its address for notices and communications by giving written notice of same in the manner referred to in Article 18.01(c).

(c) Any notice mailed first class with postage prepaid to an address for notices and communications shall be deemed to have been received by the addressee on the fifth

day (including the day of mailing but excluding the fifth day, Saturday, Sundays and statutory holidays) following the mailing thereof in Canada.

- 18.02 The Society hereby agrees to pay performance license fees required by law to SOCAN or any other person, firm or corporation legally entitled to receive such fees.
- 18.03 The Society agrees that the President of the Association or his/her duly authorized representative shall have access to the premises in which the musicians perform for the purpose of conferring with the musician, following the completion of any service.
- 18.04 The Association agrees that the care and custody of any personal possessions including clothing, clothing accessories, jewellery, money, musical instruments and their cases shall be the musicians' sole responsibility while performing under the auspices of the Society. When the Society requires that the musicians be separated from their possessions as in the cases of Run-Outs and Tours, the Society shall, whenever possible, provide a secured area for such possessions.
- (a) The Society requires that each musician shall own and maintain his/her own instrument.
 - (b) The musicians acknowledge the fact that private practice is necessary for maintaining their skills. The cost of securing and maintaining a place for carrying out this practicing shall be the responsibility of the individual musicians.
 - (c) The Society acknowledges that each Musician spends individual studio preparation time to maintain skills and to prepare music for the Society's on-site services. In consideration thereof, the parties agree that the Society's on-site service time and the Musician's studio preparation time combined constitutes the equivalent of thirty five (35) hours of work per week, on average.
- 18.05 All Musicians of the orchestra shall donate two services (a concert and related rehearsal) of up to three (3) hours each for a Pension Benefit each season. The Society will undertake to pay all Extra musicians and substitute musicians the applicable rate.
- 18.06 For the purpose of taking photographs for promotional use, the Musicians shall, twice per season without fee, remain after a rehearsal or performance for not more than one (1) hour.
- (a) Up to two (2) times per season, for the purpose of promoting the orchestra, the Society may require the musicians to wear a particular performance wardrobe at a rehearsal or dress rehearsal.
- 18.07 The Association agrees to take whatever steps may be necessary to maintain a high level of skill, professional conduct and spirit of co-operation on the part of any individual member of the Federation, and to require each member of the Federation to be diligent and punctual in the discharge of his/her duties as set out by the Society.
- 18.08 Subject to availability, the Society will, during the first week of the season, offer to all Musicians unsold subscriptions at an additional ten percent (10%) discount to the existing subscriber discount to a maximum of two (2) subscriptions per Musician. Additional subscriptions may be bought at the normal subscriber discount rate.

- (a) Whenever possible, the Society will make available to the musicians a number of complimentary tickets to a particular performance if, in the opinion of the Society, those tickets are unlikely to be sold prior to the performance.
- 18.09 No Titled Conductor, new or returning, shall be engaged by the Society without consideration being given to input from Musicians, Board of Directors and Management. A minimum of three (3) months prior to hiring a new or reengaging an existing Titled Conductor, a committee comprised of a maximum of seven (7) members with representation from Musicians, Board of Directors and Management will be formed to develop a process for making an informed decision. There will be a minimum of three (3) Musicians on this committee. The committee will develop Titled Conductor Evaluation Forms, one (1) for Musicians and one (1) for Board of Directors and Management. In addition, the committee will agree on what subscriber and donor information should be considered. The following weighting will apply when assessing input from committee representatives: Musicians – 50%, Board of Directors and management – 25%, subscribers and donors – 25%.
- 18.10 The Society shall make every reasonable effort to maintain a safe and comfortable environment for the musicians particularly when pyrotechnical devices, smoke, and/or dry ice are used in productions. The Society shall inform the Orchestra Committee of possible hazards prior to any upcoming services.
- 18.11 There shall be no discrimination, interference, restriction or coercion exercised or practiced by the Society toward any musician by reason of age, language, race, creed, colour, national origin, religious affiliation, gender, sexual orientation, or membership and activity within the Calgary Philharmonic Players Association and Calgary Musicians Association.
- 18.12 Musicians shall not be asked to perform in chamber ensembles for fundraising purposes without remuneration. Such services shall be paid at the uniform per service outreach rate as set out in Appendix 2.
- 18.13 (a) Musicians may advertise, produce, and present orchestral or ensemble concerts outside the regularly scheduled services of the Society, and any such concerts may use the name “Members of the Calgary Philharmonic Orchestra”, provided that:
- (i) Approval, which will not be unreasonably withheld, is secured from the Society in writing.
 - (ii) Advertisements for such concerts will not include or imply any endorsement of such concerts by the Management and Board of the Society.
 - (iii) It is understood and agreed that the Management and Board of the Society accept no legal or financial responsibility or liability with respect to such concerts.
- (b) The Society agrees not to refer to any group of Musicians performing an engagement that is not under the auspices of the Society as the “Calgary Philharmonic Orchestra”, in any of the Society’s marketing materials or communications.
- 18.14 Musicians subject to this Agreement reserve the right, and the Society hereby agrees they shall have the right, to refuse to report for services at any premises where lawful picketing is taking place. It is agreed that any such refusal by a member or members of the Association shall not be regarded as a breach of any individual contract or contracts, or this Agreement, and it is further agreed that such refusal by a member or members of the Association shall not constitute a termination by such member or members of his/her or their contract with the Society. Any musician who exercises this right will not be paid for work that the musician did not perform.

ARTICLE 19 - TOURING AGREEMENT

19.01 When on tour, the Society shall provide the following transportation:

- (a) By bus
 - Prevost X-L buses
 - MCI motor coaches
 - Best available
- (b) By air
 - Economy/Charter

19.02 Musicians shall be required to travel by transportation provided by the Society unless authorized to do otherwise by the Personnel Manager.

- (a) The Society shall provide safe transportation and cartage of all instruments and formal concert wear.

19.03 When on tour, the Society shall provide Holiday Inn equivalent or best available hotel or motel based on single occupancy.

- (a) Musicians who wish to share accommodations must inform the Society of their intention to do so as soon as that information has been requested by the Society. Whenever possible, shared accommodation will be "double/double" rooms.
- (b) Members of the orchestra who opt to stay elsewhere other than the official hotel shall receive no compensation and shall be responsible for being at the point of departure and/or the place of rehearsal or performance on time the following day.
 - (i) It shall be the responsibility of the musician to inform the Society through the Personnel Manager if he/she will not be using the transportation provided on the following day.

19.04 The Society agrees that it will, thirty (30) days prior to a tour engagement, furnish to each musician two (2) copies of a complete itinerary. Such itinerary will include all concert and rehearsal dates, times and locations, addresses and phone numbers of all hotels and dates of stay, all departure and arrival times for every day of travel on tour.

- (a) The Society reserves the right to alter the tour itinerary at any time to accommodate unforeseen circumstances.

19.05 Extra musicians shall be covered by the same tour provisions as Musicians and be paid according to Article 10.01.

19.06 For travel after 1:00 A.M., the Society shall pay each musician on tour an additional ten dollars (\$10.00) per half hour, except when such late arrival is not caused by an act or omission of the Society.

19.07 While on tour, there will be no more than 6 services in any seven day period and there shall be no more than 6 consecutive service days without a day off.

- (a) There will be no services or travel on days off while on tour.

- (b) There will be no more than five (5) consecutive combined travel/performance days. However, this shall not include small ensemble or individual performances or workshops.
- (c) The Conductor (with the approval of the Personnel Manager) shall have the right to ask for a thirty minute acoustical session on stage before any concert as part of the service, providing no regular rehearsal has taken place that day and the total engagement does not exceed three (3) hours.

19.08 Total daily travel time by bus on a run-out while on tour will not exceed five (5) hours.

- (a) Travel time after any performance shall not exceed two and one half (2-1/2) hours.
- (b) The Society shall have the right to transport the orchestra back to Calgary following a performance, provided that arrival in Calgary will be by 2:00 A.M.

19.09 No service shall commence sooner than one (1) hour after the arrival of the orchestra and its complete equipment at the location of the service, unless late arrival is caused by circumstances beyond the Society's control.

19.10 The Society shall not schedule any services within 48 hours of arrival back in Calgary following a tour.

- (a) There will be a minimum of ten (10) hours rest following the arrival at the official hotel after a performance before the next service or departure. However, in order to accommodate an airline or train schedule, this minimum may be reduced to eight (8) hours.

19.11 For each full day on tour, including days off and travel days, the Society shall pay each musician a tour supplement in the amount of \$100.00.

- (i) No other payments will be made to any musicians for whatever reason unless specific payments are required to be made for specific circumstances under Article 19.
- (a) The first day of the tour shall be considered as a "full" day if musicians are required to be at the point of departure (airport, train station, bus) prior to twelve noon.
- (b) If musicians are required to be at the point of departure (airport, train station, bus) at noon or after, one half (1/2) of the above amount will be paid.
- (c) On the last day of a tour, if the scheduled arrival in Calgary is prior to noon, one-half of the above amount will be paid.
 - (i) If travelling under Article 19.08(b), travel time will be considered part of the previous day.
- (d) On the last day of a tour if the scheduled arrival is at noon or after, the full payment will be made.
- (e) Full payment will not be made if, on the last day of a tour, arrival in Calgary is after twelve noon due to circumstances beyond the control of the Society.

- (f) When travelling in the U.S., all daily payments will be paid in U.S. currency.
- (g) When travelling outside of North America, the amount and currency of daily payments shall be negotiated as soon as is practicable following the establishment of the basic travel itinerary, giving due consideration to the rates identified by the Treasury Board of Canada, Appendix D.

19.12 Mothers of children under six (6) months of age and women in their last two months of pregnancy shall not be required to participate in a tour. Their pro-rated per service fee will be deducted from their pay to a maximum of six (6) services or fifty percent (50%) of the number of tour services, whichever is the greater. This shall not apply to mothers who are on maternity leave.

19.13 In the event that it is necessary that a musician on tour return to Calgary because of an emergency, the Society shall pay for or reimburse the musician for reasonable expenses incurred in such travel. An emergency will include illness of the musician, which in the judgment of a physician requires returning to Calgary; death or serious illness of a member of the musician's immediate family or an incident of similar gravity. Upon termination of the emergency, the musician may be required to rejoin the tour, in which case, the Society will pay for, or reimburse the musician for any reasonable expenses incurred in such travel. Any advance daily payments for the period during which the musician is away from the tour will be returned to the Society.

19.14 While on tour, the Society shall provide transportation for all instruments (in heated trucks if necessary) except those instruments normally carried by the musicians themselves e.g. violins, violas, woodwinds, etc.

19.15 The Society shall have transportation available immediately following any tour service. However, departure shall be no sooner than twenty (20) minutes after the orchestra has left the stage.

- (a) Total daily travel time on a day with a performance shall not exceed five (5) hours.
 - (i) Travel time shall be defined as the period of time from the scheduled time of departure of an airplane, train or bus to the scheduled time of arrival at the official hotel.
 - (ii) Notwithstanding Article 19.15(a) (i), the Society shall have the right to transport the orchestra back to Calgary under Article 19.08(b) provided that there has been no more than two and one half (2-1/2) hours of travel already on that day.

19.16 In addition to the main touring schedule, the Society shall have the right to schedule education/outreach concerts, workshops, and/or individual or small ensemble activities on tour. For those musicians who choose to participate in such activities, the compensation for these activities shall be according to the guidelines set out in Appendix 2.

19.17 The Society agrees that it will prepare the touring schedule having due regard to the professional nature of the engagements and that it will exercise due care and diligence in regard to the safety and comfort of all musicians. The Society, however, will not be held responsible for any alterations to the itinerary as defined in Article 19.04, caused for reasons which are beyond the control of the Society.

- 19.18 The Society shall provide for the handling of one (1) suitcase on a tour of fourteen (14) days or less, and two (2) suitcases on a tour of more than fourteen (14) days per musician on any Tour from the point of departure to the point of return. Such suitcases shall not exceed airline-specified weight and size. The Society shall provide musicians information regarding airline specifications as soon as travel plans have been confirmed. Information shall be updated as it is obtained from airlines or other methods of travel. The musicians shall only be responsible for all fees incurred due to overages in the weight and size of their suitcase(s) and for any fees charged for checking additional baggage. When there is a luggage call before 8:00 a.m., secure storage the night before shall be available.
- 19.19 The Society will make arrangements with each official hotel to pay rooms and tax charges and will, whenever possible, have keys available on arrival.
- (a) Each musician is responsible for any and all incidental charges and shall make individual arrangements to clear those charges with the hotel.
- 19.20 The Society will make every effort to ensure that married couples travel together when prior reservations have to be made.
- 19.21 The Society will order special meals if the orchestra is traveling by air and if the airline has a policy of providing special meals. However, if the special meal is not provided on the flight, the Society will not be held responsible in any manner whatsoever.
- 19.22 The Society undertakes to post any schedule changes on a notice board provided for that purpose in the official hotel. It is the responsibility of the musician(s) to be aware of any such posted notices.
- 19.23 The Society undertakes to consult with the Orchestra Committee when and if any alterations have to be made to touring arrangements that have already been announced, unless such changes have been made on an emergency basis.

ARTICLE 20 - PROFESSIONAL ALLOWANCE FUND

20.01 A Professional Allowance Fund (PAF) of \$5,000.00 shall be established at the beginning of each season of this agreement. Each Tenured Musician shall be eligible to apply for up to \$1000 per season for professional development, or for up to \$1000 over three (3) seasons.

20.02 Use of Allowance

The use of the Professional Allowance Fund shall be limited to:

- (a) Master classes and/or travel fees/transportation to such.
- (b) Private lessons or professional study that will enhance the Musician's performance in the orchestra.
- (c) Travel fees associated with the acquisition of a new instrument, or repair to an existing instrument.
- (d) Seminars to represent the Calgary Philharmonic in the orchestra industry or to improve skills that enhance the public presentation of the Calgary Philharmonic, not including those affiliated with the AFM.

20.03 Submission, Approval of Application and Funding

- (a) All applications shall be made in writing two months prior to the date on which funding will be needed with full description of the project, cost projections and the anticipated date in which funding will be needed.
- (b) A PAF Committee, comprised of one orchestra member and one member of the administration, will review all applications and decide to award a grant based on the stated criteria and merits of the application. Approval of any such application shall not be unreasonably withheld.
- (c) Funding of the approved allowance will be on the pay period prior to the date in which funding will be needed.
- (d) If the PAF Committee has to make a choice for the awarding of the last available allowance from among a number of applications, the application with the earliest submission date shall prevail.

◆ Reporting

- (a) Within 30 days following the event for which the allowance was granted, the Tenured Musician shall submit to the PAF Committee a one to two page report detailing the use of the allowance and attaching receipts for fees, travel and other expenses associated with its use.
- (b) Failure to provide this information within the guidelines herein will result in a deduction from the Musician's salary for the total amount of the allowance awarded.
- (c) Any deduction will be deposited to the Professional Allowance Fund for that season.

◆ Restrictions

In the unlikely event that the Tenured Musician who has been awarded an allowance leaves the CPO within the season in which the allowance is granted, he shall repay the allowance to the Calgary Philharmonic Professional Allowance Fund by payroll deduction or other manner as deemed appropriate. Any Tenured Musician who is awarded a PAF allowance shall submit a signed copy of the document in Appendix 4 before any grant is funded.

IN WITNESS WHEREOF the Party of the First Part and the Party of the Second Part have caused their corporate seal to be hereunto affixed as attested by the hands of their proper officers in that behalf, the day and year first above written.

THE CALGARY PHILHARMONIC SOCIETY

Society incorporated under the Societies Act of the Province of Alberta

PER: _____

PER: _____

THE CALGARY MUSICIANS' ASSOCIATION

Local 547, of the American Federation of Musicians of the United States and Canada

PER: _____

PER: _____

APPENDIX 1 - DISTRIBUTION OF VARIABLE PAY TO EMPLOYEES

Each employee of the Society during the applicable fiscal year shall receive a pro rata share of the amount to be distributed to employees under Article 10.01(c), calculated as follows:

$$\text{Employee's Share} = \frac{\text{Employee's Salary Received During Fiscal Year}}{\text{Total Salaries}} \times \frac{\text{Total Amount for Distribution}}{\text{Total Salaries}}$$

From the total amount for distribution, the Society shall make pension contributions to the Musicians' Pension Fund of Canada on behalf of each musician, calculated as follows:

$$\text{Pension payment Per musician} = \frac{\text{Minimum Annual Base Pay}}{\text{Total Salaries}} \times \frac{\text{Total Amount for Distribution}}{\text{Total Salaries}} \times 10\%$$

Association work dues will be deducted from the musicians' distributions in accordance with Article 10.10.

The terms used in the above calculation(s) shall have the following meaning:

Employee's Salary Received During Fiscal Year

Musicians – total payment received under their individual personal service contracts plus incidental per service fees such as doubling and step-ups.

Extra musicians - total payment received including fees such as doubling and step-ups provided they have worked a minimum of forty (40) services.

Staff – salary received during fiscal year provided they have been employed for at least three (3) months.

Part-time Staff – must be employed for 300 hours in order to qualify

Total Salaries – The sum of all employees' salaries for the fiscal year plus musicians' pension payment.

Minimum Annual Base Pay – minimum weekly base pay (Section) times the number of weeks in the season.

APPENDIX 2 - EDUCATION/OUTREACH SMALL ENSEMBLE PROGRAM

PURPOSE

- To reach out to a segment of the community not otherwise reached by the CPO;
- To demonstrate the desire of the CPO to be part of and relevant to the entire community;
- To provide an opportunity to enhance the educational outreach of the CPO and its programs;
- To increase students' and the community's awareness of music as an enrichment of education and people's lives;
- To help nurture present and future audiences.

PROGRAM

- This Program covers services in support of the above-noted purpose that do not otherwise qualify as either full orchestra services, split orchestra services or performances of chamber repertoire, in accordance with the provisions of the Master Agreement.
- It is anticipated that services under this Program will consist primarily of performances by small chamber groups without a conductor. The Community Outreach and Education (CORE) Committee will determine appropriate specific services.
- All outreach and education services will be arranged by the Manager of Education and Community Outreach of the CPO.
- Participation of Musicians in this Program is optional.
- Musicians who perform in this Program agree to provide a bio by September 30 of the season in question.
- A service shall not exceed 2.5 hours; if participation is required beyond 2.5 hours, scheduled overtime rates shall apply.
- Services under this Program may be scheduled at any time and are not subject to the scheduling provisions of the Master Agreement.
- Musicians shall be given the first right of refusal for all services under this Program and services will be distributed as equitably as possible amongst participating Musicians.
- In the case of services outside the city of Calgary, the applicable run-out or tour provisions of the Master Agreement will apply.

TYPES OF SERVICES AND FEES

- School Clinics: Coaching/teaching High School and Junior High School students. Each musician will be paid at a rate of 60% of the base per-service fee per hour.
- School Visits: Typically an instrument demo followed by a short performance. Each musician will be paid at the base per-service fee.
- Petting Zoo: Pre-concert children's activities in the Jack Singer Lobby associated with the Symphony Sundays for Kids series. Each musician will be paid at a rate of 60% of the base per service fee per one-hour (1-hour) call. Scheduled overtime rates shall apply if participation beyond one hour is required
- Outreach/Small ensemble: Includes Musical Camps for Kids, CPO in Your Library, Seniors' visits, Classical communities, etc. Each musician will be paid at a fee not less than the Principal String per-service fee.
- Events: Performances at CPO events, including fundraisers and patron development initiatives. Each musician will be paid at a fee not less than the Principal String per-service fee.

* Additional or new types of outreach/education activities in the term of this agreement will be, subject to the approval by the CORE committee, governed by the terms laid out in this Appendix, including the fee structure outlined above.

ADMINISTRATIVE STRUCTURE

- The community and education outreach program will be under the general direction of the CORE Committee, which will include the community outreach coordinator, a Musician liaison, the resident conductor, and representatives from the orchestra and chorus, with the addition of staff, board members, and community representatives as needed.
- Program to be administered by the community outreach coordinator.
- The community outreach coordinator will work with the Musician liaison to recruit Musicians and track and record services.
- In cases where a musician, working under the direction of the Manager of Education and Community Outreach, is asked to organize a group of musicians (four or more) to perform a set program as an education or outreach concert, that musician will receive an additional Leader's fee of 25% of the rate he/she is to receive for the engagement.

PRODUCTION

- It will be the responsibility of the outreach coordinator to arrange for chairs at the location of the services. Musicians will bring music stands except for large groups where the CPO will provide production assistance.
- The CPO library will be available for the use of music through the CPO librarian.
- The Society undertakes to be responsible for reasonable production costs, including music when the participating musicians do not presently own the music.

APPENDIX 3 – EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT MADE THE _____ day of _____, A.D. 20____.
 BETWEEN: _____ MUSICIAN AND:
 CALGARY PHILHARMONIC SOCIETY (hereinafter called the Society)

THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Musician accepts the engagement to play _____ in the Calgary Philharmonic Orchestra during the 20____/____ season beginning the _____ day of _____, 20____ and ending on the _____ day of _____, 20____ for a total of _____ (_____) consecutive weeks.

2. The Society agrees to pay the Musician as follows:

Weekly fee: _____	(\$ _____)
Weekly Service Increment: _____	(\$ _____)
Special: _____	(\$ _____)
Total per week: _____	(\$ _____)
Total annual: _____	(\$ _____)

3. The Society shall pay the total annual amount as follows:

An advance of \$ _____ will be paid on the ____ day of _____, 20 ____.

Semi-Monthly instalments of \$ _____, less a deduction of \$ _____ for the advance repayment,

will be paid starting the ____ day of _____, 20 ____ and ending on the ____ day of _____, 20 ____.

4. Additional payment(s) shall be in accordance with the relevant provisions of the Master Agreement between the Society and Local 547, A.F. of M.

5. By the signing of this agreement the Musician is responsible for repaying to the Society the advance payment received in Section 3 should he/she not complete the entire season covered by this employment agreement. Any outstanding balance shall be deducted from the Musician's final pay from the Society.

6. Any other matters pertaining to the services of the Musician shall be as stipulated in the Master Agreement between the Society and Local 547, A.F. of M. and shall become part of this Agreement. "Where the terms of this contract conflict with the terms of the contract entered into between the Calgary Philharmonic Society and the Calgary Musicians Association, Local 547 of the American Federation of Musicians of the United States and Canada, the latter shall, in its terms, requirements and conditions prevail."

IN WITNESS WHEREOF THE SOCIETY has executed these presents by the hand of the proper office thereunto duly authorized and the Musician has hereunto set his/her hand.

CALGARY PHILHARMONIC SOCIETY

MUSICIAN

_____ (Name)

_____ (Address)

_____ (Date)

APPENDIX 4 – PROFESSIONAL ALLOWANCE FUND BINDER

I, _____, hereby acknowledge that I have been awarded a Professional Allowance Fund grant by the Calgary Philharmonic Society during the _____ season in the amount of \$_____ for _____ (date) .

I will follow all required practices for reporting on the activity for which the PAF grant was awarded (outlined in 20.03).

In the unlikely event that I leave the CPO during the current season, I agree to repay the Society the total amount of the allowance stated above.

Signed: _____
Musician

Date: _____

Signed: _____
Director of Artistic Operations

Date: _____

APPENDIX 5 - EXTENDED LEAVE OF ABSENCE FORM

I, _____ hereby acknowledge that I have been granted an extended leave of absence by the Calgary Philharmonic Society for the period _____. I intend to return to the position of _____ with the Calgary Philharmonic Orchestra for at least one season (undivided) following the end of this leave, and will adhere to the deadline for submission of Personal Service Contracts (as outlined in 14.04) for the season following this leave period.

Signed: _____
Musician

Date: _____

Signed: _____
Director of Artistic Operations

Date: _____

APPENDIX 6 - OCCUPATIONAL HEALTH AND SAFETY

The Calgary Philharmonic Society agrees to abide by the Alberta Occupational Health and Safety Act.

Exposure level (dBA)	Exposure duration
82	16 hours
83	12 hours and 4 minutes
84	10 hours and 4 minutes
85	8 hours
88	4 hours
91	2 hours
94	1 hour
97	30 minutes
100	15 minutes
103	8 minutes
106	4 minutes
109	2 minutes
112	56 seconds
115 and greater	0

Note: Exposure levels and exposure durations to be prorated if not specified.

APPENDIX 7 - HARASSMENT POLICY

Available as a separate document through the Society