

# Collective Agreement between



KAMLOOPS SYMPHONY

and



Local 145 AFM (Canada)

**September 1, 2018 - August 31, 2021**

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## DEFINITIONS

**AFM:** The American Federation of Musicians of the United States and Canada.

**Agreement:** This collective agreement between the Society and the Association.

**Assistant Concertmaster:** Assistant Concertmaster of the Kamloops Symphony Orchestra.

**Association:** The Vancouver Musicians' Association, Local 145 of AFM.

**Audition Committee:** A committee responsible for auditioning musicians for positions in the Orchestra.

**Board:** The Board of Directors of the Kamloops Symphony Society.

**Chamber Music Program:** A program rehearsed and performed by an ensemble of fewer than ten (10) KSO musicians as directed by KSO's Music Director.

**Concertmaster:** Concertmaster of the Kamloops Symphony Orchestra.

**Concert Season:** The annual series of performances presented between September 1 of each year and May 31 of the following year.

**Concert Program:** A series of rehearsals and performances for a program of music.

**Core Musician:** A Principal or Section professional musician who has won their KSO position through a national audition.

**Educational:** A performance that includes an instructional component during the performance.

**Extra Musician:** A professional musician engaged on a per service basis.

**Section Musician:** A musician who plays in a section of the KSO and is not a Principal Musician.

**Executive Director:** Executive Director engaged by the Kamloops Symphony Society to manage the Society's operations.

**Individual Contract:** A contract between the Society and an individual Musician which binds both parties to this Agreement. See "Schedule A" attached.

**MPFC:** Musicians' Pension Fund of Canada.

**Music Director:** The Music Director/Principal Conductor engaged by the Society to develop the Society's music programming and conduct the Orchestra.

**Music Librarian:** Contracted and paid by the Society to secure, distribute and return music to the source for each performance.

**Negotiation Committee:** A committee elected by the KSOPA and one VMA representative.

**Non-Core Musician:** A Principal or Section Musician engaged on a season contract.

**KSO:** Kamloops Symphony Orchestra.

**KSOPA:** Kamloops Symphony Orchestra Players' Association comprised of Core Musicians.

**Orchestra:** Kamloops Symphony Orchestra.

**Orchestra Steward:** A Core Musician reporting to the Association and identified to the KSO Executive Director.

**Personnel Manager:** A person contracted by the Society to hire musicians and ensure compliance with the Collective Agreement is maintained.

**Principal Musician:** A Musician who is the leader of one of the sections of the Orchestra.

**Probationary Period:** The twelve (12) month period after a musician wins a national audition.

**Run Out:** Any service or services that require travel outside the boundaries of the City of Kamloops.

**Service:** A rehearsal, concert, educational, community outreach, school concert, or chamber performance.

**Society:** The Kamloops Symphony Society.

**VMA:** Vancouver Musicians' Association, Local 145 of AFM.

## **Article 1 PURPOSE**

The purpose of this Agreement is to establish the terms and conditions under which the musicians of the Orchestra provide services so that effective operations and harmonious relationships may be maintained between the Society and the Association to the benefit of both parties and the community the Society serves.

## **Article 2 RECOGNITION**

The Society recognizes the Association as the sole and exclusive representative of the professional musicians for the purposes of this agreement.

## **Article 3 UNION MEMBERSHIP AND UNION SECURITY**

**3.1** During the term of this Agreement all Core Musicians shall be members in good standing of the Association. Non-Core or Extra musicians may be members in good standing of the Association or other AFM Local. Nothing in this Agreement shall be construed as to interfere with any obligation which said musicians owe to the AFM or the Association.

**3.2** The Society may contract a musician who is not a member of the AFM (Non-AFM Musician) provided that:

- a. The Personnel Manager notifies the VMA, in advance of the Concert Programs(s), of their intention to hire a Non-AFM Musician;
- b. the Non-AFM Musician is paid as per this Agreement;
- c. a permit fee of fifteen dollars (\$15) per Concert Program to a maximum of seventy-five dollars (\$75) per Concert Season shall be deducted from the Non-AFM Musician's fee and submitted by the KSS to the VMA for each Non-AFM Musician contracted within thirty (30) days of the last Service performed by the Non-AFM Musician; and
- d. the Non-AFM Musician shall complete and sign the VMA's Temporary Work Permit form, which shall be provided by the Steward, at their first service, (See Appendix C).

All individual Non-AFM Musician permit fees, per calendar year, may be applied towards their VMA membership.

**3.3** The Society agrees to deduct three per cent (3%) work dues off musicians' scale service fees for each service performed. This amount shall be forwarded monthly to the office of the Association.

## **Article 4 TERM OF AGREEMENT**

**4.1** This Agreement, unless changed by mutual written consent of both parties hereto, shall be in force for a term of three (3) years beginning September 1, 2018 up to and including August 31<sup>st</sup>, 2021.

**4.2** The Society and the Association agree to commence negotiating the terms of a successor agreement no later than February 1<sup>st</sup> of the final year of this agreement.

4.3 This Agreement shall remain in effect until the new Agreement is fully executed.

4.4 All fees and allowances contained in this Agreement are minimums. Musicians may negotiate higher rates but in no circumstance can a rate be negotiated below the minimum.

4.5 The names “Kamloops Symphony”, “Kamloops Symphony Orchestra”, “KSO” and/or “Musicians of” any of the preceding names, must not be used by the musicians to publicize any performance or engagement without the permission of the Executive Director of the Society.

## Article 5 MANAGEMENT RIGHTS

5.1 Subject to the provisions of this Agreement, the right to maintain efficiency and discipline among the musicians shall be vested exclusively with the Society or its delegated officers.

5.2 The Society shall have the right to contract the Orchestra, provided that the Society continues to be bound by all its duties and obligations set forth in this Agreement.

5.3 In the event a dispute arises from the Society’s exercise of its rights under this Article, the dispute may be resolved through the provision of Article 22 of this Agreement, if necessary.

5.4 Except as specifically provided in this Agreement, the Society shall have the sole and exclusive right to make all decisions related to the conduct of the Orchestra. All managerial functions not specifically limited by this Agreement are reserved and vested exclusively in the Society.

## Article 6 CORE POSITIONS

6.1 The bargaining unit for the purposes of this Agreement consists of the following Core positions:

<ul style="list-style-type: none"><li>• Concertmaster</li><li>• Assistant Concertmaster</li><li>• Principal Second Violin</li><li>• Principal Viola</li><li>• Principal Cello</li><li>• Principal Bass</li></ul>	<ul style="list-style-type: none"><li>• Principal Flute</li><li>• Principal Oboe</li><li>• Principal Clarinet</li><li>• Principal Bassoon</li><li>• Principal Trumpet</li><li>• Principal French Horn</li><li>• Principal Timpani</li></ul>
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The Society may add Core positions from time to time at the discretion of the Music Director.

6.2 Non-Core and Extra Musicians may not be subject to all the terms of this agreement except for Articles 3, 10, 11, 12, 13, 14, 19 and 22 which shall apply.

6.3. All Non-Core shall be hired at the discretion of the Music Director in consultation with the Principal Musicians and the Personnel Manager.

6.4 A Community Musician is an amateur who is offered an opportunity by the Society to play for one or more specific concerts in a concert season. Community Musicians are not covered under the terms and conditions of this collective agreement.

## Article 7 INDIVIDUAL CONTRACTS

7.1 The Society agrees to enter into an Individual Contract with each Core Musician for a mutually agreeable term, whenever possible by June 30<sup>th</sup> of each year. Each provision of this Agreement shall be considered incorporated into each Individual Contract.

**7.2** The Individual Contract may provide for compensation greater than the minimum rate set forth in this Agreement and may contain terms of engagement that are different so long as those terms are not less favourable to those set out in this Agreement.

**7.3.** The number of services included in each musician's individual season contract will be determined on a season by season basis.

**7.4** Copies of each Individual Contract shall be filed with the Association.

## **Article 8 SERVICES**

**8.1** A Service is up to two and one-half (2.5) hours in length.

**8.2** A section rehearsal required by the Music Director shall count as a Service. Musicians shall receive forty-eight (48) hours advance notification.

**8.3** Two (2) performances occurring in a two and one-half hour (2.5) period shall be considered as one (1) Service.

**8.4** There shall be a minimum of four (4) services per Concert Program. In the event of special circumstances, i.e.: Pops program, the minimum number of services may be reduced to three (3). Musicians will be advised at the beginning of the season of any program with such reduction.

**8.5** Occasional service of up to three (3) hours may be scheduled as part of the season without incurring overtime payment; pro rata rates (see Article 11.2) will apply to the additional thirty (30) minutes and the break period will be increased to twenty-five (25) minutes. There will only one (1) three (3) hour Service in a day.

**8.6** A three (3) hour Service may be scheduled for school concerts or Educational or other outreach activities being held in two (2) locations as part of the season without incurring overtime payment. Article 8.5 applies.

## **Article 9 SCHEDULES**

**9.1** The Society shall provide a draft full season schedule of services for the ensuing season by June 30<sup>th</sup> of each year.

**9.2** If changes to the schedule such as adjusted start times or rehearsal locations, are necessary, such changes will be communicated to musicians as the changes are known and in the unusual circumstance that is necessary to add or cancel a Service during the Concert Season every effort will be made to provide as much notice as possible to the musicians.

## **Article 10 DUTIES OF MUSICIANS**

### **10.1 Conduct**

Musicians are to abide by the Society's Anti-Bullying and Harassment, Respectful Workplace, and Orchestra policies and procedures unless modified herein.

### **10.2 Attendance**

- a. Musicians shall be prepared to rehearse or perform at the time set for the commencement of a service. Any musicians arriving late for a scheduled service will be considered tardy.
- b. Musicians shall stay to the end of all rehearsals unless permission to leave has been given by the Music Director or Personnel Manager.
- c. If sickness or another reasonable cause prevents a musician from attending a Service, the

musician shall notify the Personnel Manager as soon as possible and arrange for any necessary music to be delivered to the site of the service.

- d. In the event of a death within the musician's immediate family, such as partner, children, parents, mothers and fathers-in-law, and siblings, a musician may be absent for a maximum of five (5) consecutive days.
- e. A Core or Non-Core Musician may request and shall be granted materiality or parental leave. Requests must be submitted in writing to the Personnel Manager thirty (30) days in advance of the commencement of leave.
- f. A Non-Core Musician may be absent from two (2) concert series for personal reasons in one season. The musician must inform both the Personnel Manager in writing at least fourteen (14) days prior to their absence. Additional requests will be considered on a case by case basis.

### **10.3 Individual Preparation**

Musicians are expected to:

- a. provide, maintain and insure a suitable instrument at their own expense (exceptions include timpani, large percussion instruments, piano and keyboard); and
- b. in the case of string players, mark all bowings and other instructions into their music prior to the first rehearsal.

### **10.4 Seating**

- a. Seating will be determined by the section Principal in consultation with the Music Director; reasonable notice will be provided.
- b. Under normal circumstances, the Society will post a list of string musicians hired for each program at least fourteen (14) days prior to the first service. This list will be posted on the Musicians section of the Society website or may be distributed to all musicians in another format (i.e. email). This list will include the exact seating order for all sections.
- c. Principals have the authority to determine who plays specific parts and/or solos in the music parts for their section, in consultation with the Music Director. The Principal will provide notice to the Personnel Manager as soon as they have made their decision.

### **10.5 Dress Code**

Musicians are required to adhere to the Orchestra dress code. Unless otherwise specified, standard concert dress is as follows:

- a. formal black attire with three-quarter ( $\frac{3}{4}$ ) or full-length sleeves, full length (ankle length or longer) black skirt or formal black dress pants (no leggings), black stocking and formal black dress shoes. Sleeveless clothing and clothing which does not cover the midriff area both front and back is not acceptable; or
- b. black suit or tuxedo, white dress shirt (no beige, cream or off-white), black bow tie, black business socks and formal black dress shoes.
- c. Modified dress code may be required for some special performances, such as educational, pops and outdoor performances. Musicians will be notified of modified dress code a minimum of forty-eight (48) hours before the first rehearsal.

### **10.6 Principal Musicians**

In addition to the General Requirements listed above Principal Musicians are to:

- a. guide Section Musicians to ensure the quality of musicianship through leadership of their section in accordance with the musical directives of the Music Director;
- b. annotate one set of parts with appropriate bowing markings, the the case of string sections;

- c. complete bowings and submit to the Society office as soon as possible after the first violin parts have been bowed by the Concertmaster, but no later than two (2) weeks prior to performance;
- d. arrange the seating of Section Musicians for their section in consultation with the Music Director;
- e. assist the Music Director by participating in hearings for new musicians under consideration for the Extra musician call list. Principals participating in hearings shall be paid for all time at the rate of twenty dollars (\$20) per hour, in fifteen (15) minute segments thereof; and
- f. serve on an Audition Committee when requested to do so by the Music Director.

**10.7 Concertmaster**

In addition to the duties of a Principal Musician as described herein the Concertmaster will:

- a. exhibit and exemplify professionalism and artistic excellence through leadership and example;
- b. give musical leadership under the direction of the Music Director;
- c. initiate bowing procedure as soon as possible after music for each program is available;
- d. complete first violin bowings and submit to the Society office no later than three (3) weeks prior to each performance, provided the music is available; and
- e. direct tuning of the orchestra as necessary.

**10.8 Assistant Concertmaster**

In addition to the general requirements listed herein the Assistant Concertmaster:

- a. occupies the seat next to the Concertmaster in rehearsals and performances;
- b. assumes the duties of the Concertmaster in their absence; and
- c. assists the Concertmaster as requested.

**10.9 Resignation**

A Core Musician may resign from their position by submitting notice in writing to the Personnel Manager at least thirty (30) days prior to the effective date.

**Article 11 SERVICE FEES and PENSION**

**11.1 Service Fees**

The minimum per service fee for two and one half (2.5) hour service shall be:

	2018-19	2019-20	2020-21
<b>Section Musician (Base Fee)</b>	\$86.00	\$88.00	\$91.00
<b>Principal Musician/Assistant Concertmaster (Base Fee+25%)</b>	\$108.00	\$110.00	\$114.00
<b>Concertmaster (Base Fee+50%)</b>	\$129.00	\$132.00	\$137.00



### 11.2 Pro Rata Service Fees

The per service fee for scheduled services over two and a half (2.5) hours in duration, per fifteen (15) minute increment:

	2018-19	2019-20	2020-21
Section Musician (Base Fee)	\$8.60	\$8.80	\$9.10
Principal Musician/Assistant Concertmaster (Base Fee+25%)	\$10.80	\$11.00	\$11.40
Concertmaster (Base Fee+50%)	\$12.90	\$13.20	\$13.70

### 11.3 Chamber Music Program Service Fees

Musicians engaged for chamber music programs shall be paid at the base Principal rate for all services.

### 11.4 Pension

The Society agrees to contribute to the Musicians Pension Fund of Canada, on behalf of each musician, an additional amount for each service at the rates set out in the table below:

2018-19	2019-20	2020-21
8%	8%	9%

### 11.5 Doubling

Doubling fees shall be additional and paid per service:

- a. 1<sup>st</sup> double fifty percent (50%) of the minimum fee
- b. 2<sup>nd</sup> double twenty-five percent (25%)
- c. 3<sup>rd</sup> double fifteen percent (15%)
- d. 4<sup>th</sup> double ten percent (10%)

11.5.1. The following doubling by a musician is permitted without payment of additional fees:

- a. Clarinet in B-flat/A/C
- b. Clarinet in D/E-flat
- c. Trumpet in A/B-flat/C
- d. Trumpet in D/E-flat/A Piccolo/B-flat Piccolo
- e. Flugelhorn/Cornet
- f. Tuba in F/C/B-flat/Sousaphone
- g. Piano, celesta and electric keyboards
- h. Percussion instruments divided into groups as follows:

#### Section 1 - Drums

- Snare drums
- Bass Drums
- Cymbals
- Tom-Toms
- Accessories of a non-chromatic or non-keyboard nature including the Bell Tree

- Latin drums including timbales, bongos, congas

**Section 2 - Timpani**

**Section 3 - Mallet & Keyboard**

- Orchestral Bells
- Chimes
- Xylophone
- Vibraphone
- Accessories of a keyboard or chromatic nature
- Marimba

**Section 4 - Drum Kit**

**Article 12 OVERTIME**

12.1 The per service fee for unscheduled service extensions, per fifteen (15) minute increment:

	2018-19	2019-20	2020-21
Section Musician (Base Fee)	\$12.90	\$13.20	\$13.65
Principal Musician/Assistant Concertmaster (Base Fee+25%)	\$16.20	\$16.50	\$17.10
Concertmaster (Base Fee+50%)	\$19.35	\$19.80	\$20.55

12.2 Overtime shall be calculated in increments of one-quarter (1/4) hour. A partial quarter hour (1/4) shall be paid as one-quarter (1/4) hour.

12.3 Overtime shall be paid at the rate of one and one half (1.5) times the musicians' pro rata (as per 12.1)

12.4 The end of a concert service shall be defined as the time at which the last note of music ends.

12.5 Overtime begins when playing continues beyond the scheduled end of a service.

**Article 13 REST PERIODS**

13.1 Services shall not continue for longer than one and one-half (1.5) hours without a rest period. The rest period(s) shall be no less than twenty (20) minutes per two and one-half (2.5) hour service.

13.2 Rest periods shall not be disturbed by the holding of talking rehearsals or engaging in any activity which would deprive the musicians of their rest; musicians may voluntarily participate in a talking rehearsal.

13.3 When two (2) services are scheduled in one (1) day a minimum break of two (2) hours will be provided for musicians after the first service. If this is not practicable, the minimum break is one and one-half (1.5) hours.

13.4 Following an evening service, there shall be a period of no less than ten (10) hours of uninterrupted rest before any service or travel.

## Article 14 TRAVEL AND ACCOMMODATION

### 14.1 Travel

- a. Non-resident musicians shall receive a travel allowance in lieu of per diem, transportation within City of Kamloops, and travel to/from musicians' place of residence. Musicians are responsible for their travel arrangements.
- b. Travel allowances are based on city of residence.
- c. Allowances shall be paid at the end of the services related to each program at the following rates per program:

	2018-19	2019-20	2020-21
Alberta (note \$250 is recent, not 2014)	\$250.00	\$260.00	\$260.00
Vancouver Island	\$236.00	\$246.00	\$246.00
Vancouver and Region	\$180.00	\$188.00	\$188.00
Kelowna Area	\$95.00	\$99.00	\$99.00
Vernon/Salmon Arm	\$74.00	\$77.00	\$77.00
Falkland/Westwold	\$53.00	\$55.00	\$55.00

- d. Payment amounts to musicians travelling from areas not listed above will be determined on a case by case basis in consultation with the VMA.
- e. Bus transportation to and from Salmon Arm or other communities for run-out performances will be provided by the Society. Musicians who choose to make other arrangements do so at their own expense.

### 14.2 Accommodation

- a. The Kamloops Symphony provides accommodation for non-resident musicians in private homes (billets) whenever possible.
- b. When there is no available space with billets, double-occupancy hotel rooms will be arranged at a hotel of the Society's choice.
- c. Musicians who request hotel accommodation or single rooms will be charged for accommodation at the best rate made available to the Society. Room charges will be deducted from the pay for each applicable program.
- d. Musicians are expected to provide information regarding their travel arrangements in a timely manner, including individual means of transportation, to facilitate efficient assignment of available accommodations.

### 14.3 Cartage

Musicians transporting large instruments will receive a payment of \$35 total per program. Large instruments include Harp, Double Bass, Contrabassoon, Keyboards and Percussion.

## Article 15 ASSOCIATION STEWARD

15.1 The KSOPA in consultation with the Association shall annually designate one Core Musician to be the Association Steward.

15.2 The Society agree to pay the Steward ten percent (10%) of the minimum fee in addition to the Steward's regular fee

15.3 The Orchestra Steward has the authority and responsibility to require compliance by the musicians and the Society to this Agreement.

**15.4** The Orchestra Steward shall be familiar with working conditions and terms specified in the Agreement between the Society and the Association and ensure that they are complied with.

**15.5** The Orchestra Steward shall advise the parties concerned of any infractions which may occur during an engagement on the part of either the Society or the musicians.

**15.6** The Orchestra Steward (or a designated alternate) will be present at every service and for the entire duration of the service.

## **Article 16 AUDITIONS / HIRING PROCEDURE**

### **16.1 Core Auditions**

- a. Live auditions will be held for any available Core positions.
- b. Available positions will be advertised nationally.
- c. Applicants will be invited to submit the information requested in the advertisement by the published deadline.
- d. Applicants will be invited to attend live auditions on the specified date.
- e. The successful candidate will be notified immediately following the auditions.
- f. If none of the applicants is acceptable to the Audition Committee, the position will be advertised again on a later date; and
- g. an interim Acting Core Musician may be appointed by the Music Director

### **16.2 Audition Committee**

- a. The Audition Committee for any auditioned position will consist of the Music Director, Concertmaster and a minimum of three (3) Principals from any section, up to a maximum of five (5) Principals; and
- b. the Music Director may appoint additional musical specialists at their discretion.
- c. Audition Committee members shall be consulted as to their availability prior to scheduling auditions.
- d. Auditions shall not be scheduled if less than four (4) Audition Committee members are available.
- e. The Society agrees to pay Audition Committee members a fee of \$50 for up to three (3) hours per audition. For work performed over three (3) hours in a day, a fee of \$8.50 per one half (.5) hour is applicable.

### **16.3 Audition Repertoire**

The Principal of the auditioned orchestral position is responsible, in conjunction with the Music Director, for creating an audition repertoire list within two (2) weeks of the Music Director privately notifying the Principal of the audition announcement.

The audition repertoire list should consist of industry-standard audition repertoire/excerpts, as well as a concerto (if suitable). A minimum of seventy-five (75) days prior to the proposed audition date, one member of the Audition Committee and the Music Director will review the proposed repertoire list. The review and approval of the repertoire list will occur prior to the official audition announcement.

### **16.4 Audition Procedure**

- a. Applicant's names will not be provided to the Audition Committee until a decision has been reached;
- b. gender pronouns will not be used by staff assisting during screened auditions;

- c. each Audition Committee member will have one vote; and
- d. the Music Director will be entitled to veto the decision of the Audition Committee.

### **16.5 Applicants**

- a. will be invited to attend live auditions at one specified time;
- b. will be provided with electronic copies of the audition repertoire (printed copies will be available at the audition);
- c. will draw numbers to determine audition order;
- d. will be screened from view for at least the first audition round;
- e. must not speak or make any sound that might allow the audition committee to learn the gender or identity of the applicant;
- f. will be notified of the result of the audition immediately after a decision is made; and successful candidates will be on probation for the first twelve (12) months after winning a national audition.

## **Article 17 PROBATIONARY MUSICIANS**

**17.1** Musicians on probation will meet with the Music Director to receive feedback during the first six (6) months in their position.

**17.2** Both verbal and written feedback will be provided

**17.3** If there are concerns regarding the musician's performance, the musician will be given the opportunity to address the concerns within the next three (3) months.

**17.4** If the musician is unable to address the concerns by the time the probation period ends, they will be notified that they will not be invited to continue in the position; and

**17.5** If there are no concerns at the end of the twelve (12) month probation period, the musician will be notified that they have successfully completed the probation and will become a Core Musician.

## **Article 18 REVIEW / DISMISSAL FOR MUSICAL REASONS**

**18.1** Core Musicians who are not on probation will meet with the Music Director, annually or as requested, to receive feedback on their performance. Both verbal and written feedback will be provided. The musician may request the attendance of an Association representative at any such meeting

**18.2** If there are concerns regarding the musician's performance, the musician will be given a review period, an opportunity to address the concerns within the next six (6) months, which may be extended, by up to an additional six (6) months, if the musician has not performed in three (3) concert engagements during the first six (6) month period.

### **18.3 Peer Review Committee**

- a. During the review period, the musician will meet with a Peer Review Committee. The Committee shall consist of the Concertmaster (for a string player), the Assistant Concertmaster and all Principal strings. Wind and percussion players shall be evaluated by the Concertmaster and all Principal winds.
- b. The Committee shall receive a written list of the Music Director's concerns and will work with the musician under review to address those concerns during the review period. The Committee will report back to the Music Director and the musician at the end of the review period.

**18.4** If the musician is unable to satisfactorily address the concerns by the end of the review period, they will be notified that their contract will be terminated on a specified date.

**18.5** Termination shall be subject to grievance and arbitration provided in Article 22.

**18.6** A Core Musician other than one who has received a notice of termination and other than one who has given notice of resignation, shall be automatically engaged for the next concert season.

## **Article 19 DISMISSAL FOR NON-MUSICAL REASONS**

**19.1** The Society shall not terminate a contract with, dismiss, or otherwise discipline a musician except for just and reasonable cause. Nothing in this article shall be construed as to deprive the musicians, the Society, or the Association of the right to use of Article 22 Grievance and Arbitration.

**19.2** Union Representation: Upon request of a musician, the Society shall allow a VMA representative to be present at any investigatory meeting between the Society and the musician which may lead to the discipline of the musician.

## **Article 20 PERSONNEL MANAGER**

**20.1** The Personnel Manager shall attend all Orchestra services

**20.2** The Personnel Manager facilitates communication between the Music Director, Executive Director and the Orchestra musicians.

**20.3** In the absence of a Personnel Manager, these duties will be fulfilled by the Executive Director or another person designated by the Society.

## **Article 21 ELECTRONIC MEDIA AGREEMENT**

**21.1** The Association grants the Society Permission to record both audio and video of full rehearsals and/or concerts for archival and study purposes only. The care and control of these recordings resides solely with the Society and the Society will be held responsible for any third-party misuse of such.

**21.2** Authorized personnel wishing to listen to any archival recordings shall be required to sign a waiver agreeing not to duplicate such recordings, and assuming liability for the cost and legal effects of any misuse of such recordings.

**21.3** The Society will provide all dates of archival recordings in advance to the Association, and musicians will be given forty-eight (48) hours notice.

**21.4** The Association grants the Society permission to use recorded audio and video excerpts of rehearsals and/or concerts, of up to three (3) non-consecutive minutes or three (3) consecutive minutes for promotional and publicity purposes. These shall not be used for commercial purposes.

**21.5** The Society may use this content on its own website, in conjunction with its media on other internet sites such as the Society's YouTube, Twitter, or Facebook pages, in kiosks or monitors at its location or in tourist or other promotional locations, so long as this is for promotional purposes and are not themselves being sold.

**21.6** With permission of the Society, broadcasters, reporters or news media photographers may record audio and/or video of not more than four (4) consecutive minutes of music for news or news magazine programs because of the newsworthy nature of the performance or the occasion. The Society will provide forty-eight (48) hours notice to the musicians.

**21.7** Grant Applications: The Society may use portions of any archival recording(s) to provide supporting material to grant-giving agencies.

**21.8** For the purpose of taking photographs for promotional use, the musicians shall, once per season without fee, remain after a rehearsal or performance for not more than one half hour.

**21.9** Except as provided for above, no service or any part thereof shall be recorded, reproduced, or transmitted from the place of the service in any manner or by any means whatsoever, by the Society or by any other person(s), in the absence of a specific written agreement with the VMA and AFM.

## **Article 22 GRIEVANCE AND ARBITRATION**

**Statement of Policy:** The Association and the Society recognize the desirability of exerting an earnest effort to settle grievances at the earliest possible time consistent with the provisions of this Article. The Association shall make a careful and thorough investigation of a Musicians' complaint before submitting it under the grievance procedure to ascertain whether, in its opinion, the complaint is reasonably justified under the terms of this Agreement and that there is reasonable ground to believe that the claim is true in fact. No Musician shall be discriminated against for reasonably making a complaint or filing a grievance asserting a violation of this Agreement.

**Grievance Defined:** All complaints, discipline, disputes, or questions of the Society or Association as to the interpretation, application, or performance of this Agreement shall be settled between the Society directly involved and the duly authorized representative of the Association. Any party to the grievance may participate in grievance meetings.

Unresolved grievances will be referred to arbitration. A mutually agreeable arbitrator will be selected.

The cost of the arbitration shall be shared equally by the Society and the Association.

## **Article 23 HEALTH AND SAFETY**

It is agreed by the parties that great emphasis shall be placed on the need to provide a safe and healthful working environment.

**23.1** It shall be the responsibility of the Society to provide a safe and healthful workplace for the musicians.

**23.2** The temperature will be not less than twenty (20) degrees Celsius at all services.

**23.3** There will be a minimum illumination level sufficient to ensure hazards are identifiable and musicians are able to read their music sheets at all services. Stand lights will be provided as required.

**23.4** Risers that are used at any service shall be of adequate size, of safe and solid construction, and equipped with safety strips on the back and side edges, or railings.

**23.5** The physical seating plans for musicians' chairs and music stands shall not be changed between the final rehearsal and the subsequent performance(s).

**23.6** The performance area including sound shall be set at least thirty (30) minutes prior to the commencement of a regular, concert-season concert. The Orchestra Steward shall ensure that the conditions specified above are met at this time. If any of the required conditions have not been met at the time of the scheduled start of a concert, the musicians shall not be required to provide service until these conditions are satisfied.

**23.7** The Society shall provide secure location at all concert venues for the storage of the musicians' instrument cases and personal belongings.

**23.8** The Society shall provide a workplace free from Bullying and Harassment, in which all employees and musicians are treated with respect and dignity. The Parties hereby agree to the Anti-Harassment

Policy contained in Appendix B which is attached to and forms part of this Agreement, and further agree to recognize and abide by the policy and procedures contained herein.

**23.9** Requirements to travel will take into consideration adverse weather conditions and appropriate accommodations, including emergency billets, will be extended to those musicians whom are unable to travel home at end of service.

**23.10** The Society shall cover all musicians under Workers' Compensation Insurance.

## **Article 24 LEAVE**

**24.1** All requests for leave must be submitted in writing to the Personnel Manager. The request may be accommodated, if possible, provided that:

- a. No more than two (2) Core musicians and no more than one (1) Core musician per section, may be absent from the same program cycle.
- b. A musician shall not be absent from more than two (2) programs for which they are scheduled to perform in any season. Additional requests may be considered on a case by case basis.

**24.2** Where there are date conflicts with other regional orchestras that may affect more than one (1) Core Musician during the season, the Music Director reserves the right to require that musicians take leave from specific programs to reduce the impact of absences on the Society's performance objectives.

**24.3** A Core Musician who has completed a minimum of four (4) consecutive seasons may, prior to March 15 of a season, apply to the Society for a one (1) season unpaid Leave of Absence to commence immediately following the season in which the application has been made. The Personnel Manager shall reply to the applicant, either approving or denying such request no later than May 15 of the season the application is made. All such correspondence shall be in writing with copies forwarded to the Association. This clause will also include the four (4) consecutive seasons prior to the beginning of the term of this agreement. The following conditions apply:

- a. will be granted for a maximum of one (1) season;
- b. will not be granted to the same musician more than once within a four (4) year period;
- c. may not be granted to more than one (1) Core Musician per season; and
- d. the Core Musician will confirm, in writing, no later than March 15 of the season of Leave their intention to return to their position; if confirmation is not received by March 15, the Core Musician will be considered to have resigned from the position.

**24.4** The Music Director will choose a temporary replacement for position that is vacant.

## **Article 25 CONSULTATION**

The Society will meet with the members of the KSOPA annually during the term of this agreement about issues relating to the workplace that affect either of the Parties, or Musicians.



Signed and Agreed,

**For the Kamloops Symphony Society:**

Dated this 9<sup>th</sup> day of January, 2019



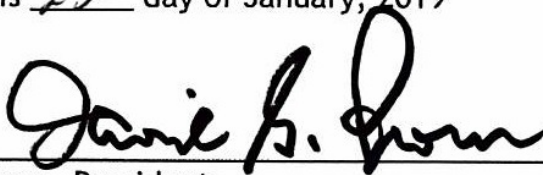
\_\_\_\_\_  
Kathy Humphreys, Executive Director



\_\_\_\_\_  
Milentije Andrejevic, President

**For the Vancouver Musicians' Association, Local 145 of AFM:**

Dated this 23<sup>rd</sup> day of January, 2019



\_\_\_\_\_  
David Brown, President



\_\_\_\_\_  
Dusty Kelly, Secretary and Business Agent



**KAMLOOPS SYMPHONY**

Address: Box 57, Kamloops, BC V2C 5K3  
Phone: 250-372-5000  
Email: [personnel@kamloopssymphony.com](mailto:personnel@kamloopssymphony.com)

**APPENDIX A - INDIVIDUAL CONTRACT**

THIS AGREEMENT MADE THE \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ BETWEEN:

\_\_\_\_\_, **MUSICIAN**

**AND**

**KAMLOOPS SYMPHONY SOCIETY (hereinafter called the Society)**

1. The Musician accepts the engagement to play \_\_\_\_\_ in the Kamloops Symphony Orchestra during the 20\_\_/20\_\_ season beginning the 1<sup>st</sup> day of September, 20\_\_ and ending on the 31<sup>st</sup> day of August, 20\_\_.
2. The Musician shall provide \_\_\_\_ services during the season.
3. The Society agrees to pay the Musician at the rate of \$\_\_\_\_\_ per service. Services in addition to the number in section 2 above shall be paid at the same per service rate or in accordance with the relevant provisions of the Master Agreement between the Society and the VMA.
4. The Society agrees to pay the Musician for all rehearsals and performances related to each program on the day of the last performance of the program by direct deposit. The Musician agrees to provide the necessary banking information.
5. All other matters pertaining to the services of the Musician shall be as stipulated in the Master Agreement between the Society and the VMA and shall become part of this Agreement.

**KAMLOOPS SYMPHONY SOCIETY**

**MUSICIAN**

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

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APPENDIX B BULLYING AND HARRASMENT POLICY



## APPENDIX C - TEMPORARY WORK PERMIT

### **THIS PERMIT ENTITLES:**

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Instrument: \_\_\_\_\_ to be engaged as a musician by the KSS  
on (date/dates) \_\_\_\_\_ for

Program title \_\_\_\_\_

under the terms of the current Collective Agreement between Vancouver Musicians Association and the Kamloops Symphony Society subject to the following terms and conditions:

1. The undersigned authorizes the Kamloops Symphony Society to deduct the sum of \$15.00 for this Permit, plus any work dues, which are payable to the Vancouver Musicians' Association for services rendered under this Permit.
2. The undersigned shall enjoy all the rights and privileges of AFM membership, pertaining only to the engagement specified herein. No other membership rights are expressed nor implied.
3. The undersigned confirms they are not a member in good standing of any AFM Local at the time of the engagement indicated above.
4. The undersigned may reinstate their membership or become a regular member of the AFM at any time; at such time the Temporary Work Permit fee paid shall be applied to the cost of reinstatement or full membership, provided the undersigned reinstates/joins the AFM within one-year of the date of this Permit.
5. The undersigned agrees that pension payments provided for within the KSS VMA Agreement shall be contributed by the Kamloops Symphony Society to the Musicians Pension Fund of Canada in the name of the undersigned.

I, the undersigned, hereby agree to and accept the above terms and conditions.

\_\_\_\_\_  
Musician Signature

\_\_\_\_\_  
Steward Signature