



GENERAL AGREEMENT

July 16, 2024

to

July 15, 2027

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PREAMBLE

The general purpose of this Agreement is to establish and maintain mutually satisfactory relations between the Toronto Symphony (the "**TSO**") and its musicians, represented by The Toronto Musicians' Association, Local 149, C. F. of M. (the "**TMA**"). This Agreement provides the process for the prompt and equitable disposition of grievances, and defines the agreed-upon working conditions, hours, and remuneration for all musicians who are subject to the provisions of this Agreement.

ARTICLE 1 DEFINITIONS

PARTIES TO THE AGREEMENT

TSO:	Toronto Symphony Orchestra – Management
	These terms are both taken to mean the Management of the Toronto Symphony Orchestra and are thus interchangeable.
TMA:	The Toronto Musicians' Association, Local 149, C. F. of M.
Federation:	The Canadian Federation of Musicians
Musician/Player/Orchestra Member:	Whenever any of these terms are used herein, they shall be considered to be interchangeable and shall be taken to include the Librarians (further defined in Article 6.8), the Orchestra Personnel Manager (further defined in Article 6.7).
Pronouns:	The use of "they/them/their" is intended to be gender neutral and may be used in both the singular or plural.
Substitute Musician:	Any musician who is engaged on a temporary basis to substitute for an Orchestra Member who is on sick leave or other approved leave of absence, or to fill a vacancy.
Extra Musician:	A musician engaged on a temporary basis to supplement the regular complement of Orchestra Musicians [<i>e.g.</i> , Saxophone, 8th Horn, 2nd Harp].
Regular Complement:	The Musicians of the Orchestra as defined in Article 4.1.
Titled Musician:	A musician who holds a titled chair (<i>e.g.</i> , Concertmaster,, Principal Oboe, Associate Principal Horn, Assistant Principal Viola).

WEEKS, SERVICES, AND RELATED TERMS

Week:	Any seven (7) day period whose starting day and time remain constant throughout an entire season. For the life of this Agreement, the week shall start on Monday at 12:01 a.m.
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Service:	A rehearsal, open rehearsal, or concert. It is agreed that up to four (4) services per season may be used for the purposes of professional development with the full orchestra (e.g., non-musical workshops/training sessions). Both the scheduled time and subject of each service shall be approved by the Orchestra Committee. The Orchestra Committee must provide the TSO with its decision on any such professional development services within three (3) days of notification. Such approval shall not be unreasonably withheld.
Rehearsal:	A preparation by the Orchestra for a concert.
Open Rehearsal:	A rehearsal before an audience of students, donors, or volunteers of the TSO, and/or, in the case where admission is charged, members of the public.
Day Off:	A day without work or travel lasting from 12:01 a.m. to the following midnight.
Theatrics:	Physical or vocal action beyond that which is typically involved in instrumental performance.
Decorum:	On-stage behaviour and dress.
Years of Service:	Whenever reference to years of service is made herein, it shall mean cumulative years of service.
Dark Week:	Any week in a given season without scheduled services or entitlement to remuneration.

ARTICLE 2 TERM OF AGREEMENT

2.1

This Agreement shall be effective as of July 16, 2024, and shall remain in force up to and including July 15, 2027. During the term of this Agreement, there shall be three seasons as follows:

2024/2025 Season	43 contiguous paid weeks scheduled between September 1, 2024 and July 15, 2025.
2025/2026 Season	43 contiguous paid weeks scheduled between September 1, 2025 and July 15, 2026.
2026/2027 Season	43 contiguous paid weeks scheduled between September 1, 2026 and July 15, 2027.

2.2

Should the TSO schedule additional weeks not contiguous to those outlined above beyond 42, such weeks will be optional for all players. Any musician opting out of such services in non-contiguous weeks will not be paid for those services. Should a week in one season be contiguous with a week in another season, the week(s) shall be considered contiguous for the purposes of this Agreement and shall therefore not be considered optional.

ARTICLE 3 FEDERATION RULES AND RECOGNITION

It is agreed that all rules, laws, and regulations of the AFM/CFM of the United States and Canada are made part of this Agreement. All rules, laws, and regulations of the TMA, insofar as they are not in conflict with those of the Federation or the provisions of this Agreement, shall also be made part of this Agreement.

Each musician, as a condition of engagement and of continued engagement, shall be and remain a member in good standing of the TMA for the TSO seasons covered by the term of this Agreement.

Upon written notice from the TMA, the TSO agrees that it will deduct from any fees payable to the musicians the amount of any dues or assessments levied by the TMA, the CFM, and/or OCSM for TSO activities.

ARTICLE 4 GENERAL CONDITIONS

4.1

Prior to the commencement of each season of this Agreement, the TSO shall have under standard personal contract not fewer than the minimum number of musicians as outlined below:

2024/2025	93 musicians
2025/2026	93 musicians
2026/2027	93 musicians

4.1.1

It is recognized that the TSO may commence the season with fewer than the number of musicians stipulated in this Agreement. The TSO will formally initiate the process to fill any vacancies by communicating in writing to Orchestras Canada, *International Musician*, and any other publications as deemed appropriate, with copies to the Orchestra Committee and the TMA, the date(s) of the audition for the vacancy or vacancies in accordance with Article 14, within sixty (60) days after any such vacancies are confirmed due to the resignation, retirement, dismissal not in violation of this Agreement, or death of a musician.

4.1.2

The obligation of the TSO under Article 4.1 will not in itself preclude the TSO from engaging in addition to the number of players mentioned above, any musician who is a member in good standing of the CFM, before it has the minimum number of Local musicians under contract, provided that this does not relieve the TSO of its obligation to have the minimum number of Local musicians under contract at the commencement of each season, and further provided that there is compliance with the provisions of Article 14 of this Agreement. If the obligation to have the minimum number of Local musicians under contract cannot be met, then permission must be sought from the Board of Directors of the TMA for relief of the obligation, it being agreed that such permission shall not be unreasonably withheld.

ARTICLE 5 INDIVIDUAL CONTRACTS

5.1

The TSO shall engage directly each musician for the season to perform on the instrument or instruments as specified, and the weeks to be utilized, as far as possible, in their individual contract. Any extra or substitute musician shall similarly be engaged by the TSO.

5.2 Musicians' Contracts

The TSO undertakes to submit to each musician in the Orchestra a personal contract for services specifying the weeks of service for the ensuing season. This contract will be submitted between February 1st and April 1st of each year. The musician shall signify their acceptance or rejection of such contract in writing within one (1) month from the date of such submission and, if accepted, then the TSO shall file one (1) copy of each contract with the office of the TMA. Notwithstanding anything else in this Article 5.2, the TSO is not obligated to submit contracts in the final year of negotiations for a renewal of this Agreement as per Article 26, if such negotiations have not been concluded.

5.3 Orchestra Personnel Assignments

Any issues with regard to personnel assignments in any TSO services may be the subject of formal meetings and discussions between the Music Director or their designate and the musicians and sections involved. The decision of the Music Director or their designate will be final. All such meetings and discussions are to be arranged through the Personnel Manager.

5.4 Competitive Engagements

During the period of contracted services herein, musicians may perform with other organizations except when required by the TSO. Musicians are not required when on unpaid leave, as defined in Article 12.3.2 in its entirety, or during non-service periods, as defined in Article 9.

5.5

The musicians may advertise, produce, and present orchestral or ensemble concerts outside the regularly scheduled services of the TSO, and any such concerts may use the name "Members of the Toronto Symphony Orchestra", provided that:

- (a) Approval, which will not be unreasonably withheld, is secured from Management in writing.
- (b) Advertisements for such concerts will not include or imply any endorsement of such concerts by the Management and/or Board of the TSO.
- (c) It is understood and agreed that the Management and Board of the TSO accept no legal or financial responsibility or liability with respect to such concerts.
- (d) The name "Toronto Symphony Orchestra" is otherwise protected.

ARTICLE 6 OBLIGATIONS OF MUSICIANS

6.1 Orchestra Availability

The members of the Orchestra shall make themselves available at all times during the contract hours of rehearsals and concerts, subject to the direction of the Orchestra Personnel Manager or their designate.

6.1.1 Unavoidable Absences

Musicians shall endeavour to schedule all personal appointments (*e.g.*, medical, dental, personal business) so as not to conflict with TSO services. In the event that unavoidable cause makes it necessary for any musician to be absent from a rehearsal or concert, they will in every instance notify the Orchestra Personnel Manager or their designate in writing, or in their absences, the Management.

6.1.2 Tuning and Arrival

Each musician shall be on stage properly prepared for the tuning procedure prior to the scheduled start of each rehearsal and concert or portion thereof in which the respective musician is required. For clarity, tuning will occur one (1) minute prior to the scheduled start of each service. When possible, a backstage five (5) minute call will be made as a courtesy. The pitch of the Orchestra shall be set at A-440 but, in any event, not higher than A-442.

6.1.3 Photo Calls

6.1.3.1

All members of the Orchestra will make themselves available for two photo calls per season. One photo call of one half (½) hour, contiguous to a previously scheduled service, may be scheduled without additional fee. In addition, one regularly scheduled rehearsal per season may

be photographed without additional fee. The dress for both photo calls will be determined by the Management.

6.1.3.2

All members of the Orchestra shall also make themselves available for one half-hour call for individual photography as required by the TSO for marketing/publicity purposes. These photo sessions will be scheduled for mutual convenience between the TSO and the respective musician, and whenever possible be scheduled contiguous to an existing TSO service.

6.2 Individual Practice

It is the responsibility of each musician to practice individually, at their own time and expense, in order to adequately perform the music required for each rehearsal and concert. It is acknowledged that each musician may maintain a studio in their home or elsewhere for this purpose.

6.2.1 Individual Travel

It is acknowledged that, while the musicians are providing services to the TSO during the 43 weeks covered by this agreement, musicians may need to operate, maintain, and park private vehicles for transport to and from TSO services at their own expense.

It is also acknowledged that, while the musicians are providing services to the TSO as covered by this agreement, musicians may need to travel for instrument repairs and purchases, lessons or musical performances at their own expense.

6.3 Dress

The musicians shall supply and appear in clothes appropriate for each occasion. Such clothes shall be cleaned and pressed, and shoes shined. Appendix "A", attached hereto, is hereby incorporated into this Agreement.

6.4 Theatrics

If any individual musician/s is/are singled out and required to participate in "theatrics" during a concert service, then his/their permission will be sought and received by Management in advance of the concert service.

6.5 Strings

6.5.1 String Rotation

- (a) The seating shall be on a periodically rotating basis throughout the year for all members of the string sections other than the first two stands of the first violin, second violin, viola, and cello sections and the first stand of the double bass section.

- (b) Rotation shall occur in the following manner: the outside player moves up one stand, the inside player moves back one stand. This movement is circular: clockwise for the violas, celli, and basses; and counter-clockwise for the violins.
- (c) This rotation revolving system shall be continued unless changes thereto are mutually agreed. Members of the string sections who rotate shall be listed in the programme in alphabetical order.
- (d) Notwithstanding anything else in Article 6.5.1, it is understood that seating is at all times the prerogative of the Music Director, which for certainty includes their right to require a section to rotate.
- (e) With regard to tours, string players shall remain in their positions for the duration of the tour, including rehearsals and concerts of the tour programme repertoire prior to departure.
- (f) For non-rotating players and/or non-rotating sections, individual string seating will be distributed with the personal contracts, but will not become a part of the personal contract.
- (g) Services off for string players as a result of reduced string section assignments will be implemented as fairly, equitably, and logically as possible; but it is recognized that artistic considerations may require alterations in the ordering of string rotation from time to time at the discretion of the Music Director.

6.5.2 Bowings

In conjunction with the Music Director or visiting conductor, Principal string players will be responsible for the bowings for their respective sections. Bowings must be in the parts for rehearsals and should not be changed after the final rehearsal before a concert.

6.6 Winds, Brass, Percussion

The Orchestra Personnel Manager shall make best efforts to ensure that part assignments are finalized and made available 30 days in advance of the first service to which they pertain. All parties to this Agreement will make best efforts to facilitate this objective. For clarity, it is noted that Article 6.1 takes precedence over anything in this Article 6.6.

6.7 Orchestra Personnel Manager

The parties recognize and agree that the Orchestra Personnel Manager or their designate, while covered by the terms of this Agreement, has the authority and responsibility to require compliance by members of the Orchestra to the terms of this Agreement. The Orchestra Personnel Manager shall be charged with protecting the interests of the musicians covered by this Agreement, as well as the interests of the TSO. The Orchestra Personnel Manager shall be responsible for the observance of the rules of the TMA, and shall be required to report any infractions of such rules to the TMA and to the TSO. As liaison between Management, musicians, conductors, and the TMA; the Orchestra Personnel Manager shall be accorded the cooperation and the assistance of all parties to this Agreement. The Orchestra Personnel Manager

is charged with the responsibility of superintending problems of seating space, sight lines, light, temperature, and the safety of instruments with a view to safeguarding the health and well being of the musicians at all times. Should the Orchestra Personnel Manager have reasonable cause which might necessitate the temporary or permanent halt of rehearsal and/or concert, they have the responsibility to consult immediately with the TSO in order to resolve this problem to the satisfaction of all parties.

6.8 Librarian

Two (2) librarians of which one (1) shall be the Principal Librarian shall be engaged by the TSO for 45 weeks per season, specifically, 43 weeks as set out in Article 2.1, plus two (2) working weeks to be scheduled during the summer non-service period. The Librarians shall, in consultation with TSO Management, arrange their working weeks during the non-service summer period in such a way that they do not coincide, and thereby provide four (4) weeks wherein there shall be a librarian present. The Librarians shall have the same rights and obligations as other TSO musicians, except as provided for in Appendix F.

ARTICLE 7 SERVICES: SCHEDULING, DURATIONS, AND CONDITIONS GOVERNING REHEARSALS AND CONCERTS

For the life of this Agreement the week shall start on Monday at 12:01 a.m. The Orchestra Committee must be notified of any change to the starting day of the week at least four (4) months prior to the beginning of the season in which such change is to occur. The Orchestra Committee must approve any such change and will provide the TSO with its decision within thirty (30) days of receipt of notification of the change. Such approval shall not be unreasonably withheld.

7.1

If there is only one (1) rehearsal for a concert or programme, and the TSO wishes it to be an open rehearsal, then a request will be made for approval in advance to the Orchestra Committee.

7.2 Scheduling

The TSO may schedule up to nine (9) services in any week of the season, provided that the average number of services per week for all the working weeks in the season is not more than eight (8), subject to the following limitations:

No more than ten (10) weeks containing nine (9) services may be scheduled per season.

No more than three (3) weeks containing fewer than six (6) services may be scheduled per season.

Excluded from the above limitations are Students' Educational Concert Weeks, which may include community programming as well as one (1) day of YPCs or Relaxed/YPCs as per Article 7.2.2. These weeks, when devoted exclusively to a single program, may have up to ten (10) services.

Provided that all other scheduling requirements are met as per Article 22, ten (10) service weeks may also be utilized for touring.

In the above instances where a ten (10) service week is utilized, it will be followed by a week of eight (8) services or less.

For the purposes of this Service Averaging, Students' Educational Concert Weeks with eight (8) services or more, as per Article 7.2.1 below shall not be included.

7.2.1 Students' Educational Concert Weeks

- (a) The TSO may schedule four (4) complete weeks of students' educational concerts. The scheduling of services for such students' educational concerts may be as follows:
 - (i) Nine (9) concerts in one (1) week and one (1) rehearsal service of two and one-half (2½) hours; or
 - (ii) Ten (10) concerts with no rehearsal service; or
 - (iii) Eight (8) concerts with two (2) rehearsal services of one and one-half (1½) hours each, without break or entitlement thereto.
 - (iv) Seven (7) one-hour school concerts and one evening concert of ninety (90) minutes without intermission or entitlement thereto and two (2) rehearsals: one of two and one-half (2 ½) hours with intermission, and one of ninety (90) minutes without intermission or entitlement thereto. The use of evening concerts cited above shall be limited to the evenings of Monday through Thursday.
- (b) There may be two (2) student educational concerts per day within normal school hours and within a period of four (4) hours at the same location; each concert must be programmed to a maximum of one (1) hour in duration. A five (5) minute grace period will be permitted on the first performance of a students' educational concert before overtime payments come into effect. There may be two (2) weeks or more with a full orchestra and/or two (2) weeks or less in other locations with an orchestra divided as per Article 7.2.3. In any event, there shall be not more than two (2) consecutive weeks scheduled for students' educational concerts.

7.2.2 YPC Concerts & Relaxed Performances

The TSO may schedule up to five (5) three-service Saturdays or Sundays for Young People's Concerts ("YPC"). These three-service Saturdays or Sundays will be scheduled on the following basis: one and one-half (1½) hour rehearsal without intermission or entitlement thereto, and two (2) YPC series concerts of sixty (60) minutes each (repeated programme). A five (5) minute

grace period will be permitted on the first performance of a YPC programme before overtime payments come into effect. The total elapsed period for rehearsal and concerts is not to exceed six (6) consecutive hours. The three (3) services utilized in these YPC Saturdays or Sundays shall be paid and counted as two (2) services.

Included in the above allowance of five (5) three-service Saturdays or Sundays for YPCs, the TSO may schedule up to two (2) three-service Saturdays or Sundays on the following basis, provided the programme is rehearsed on a different day: a one (1) hour Relaxed Performance of sixty (60) minutes, and two (2) YPC series concerts of sixty (60) minutes each (repeated programme for all three (3) services). The total elapsed period for these three (3) concerts is not to exceed six (6) consecutive hours. The three (3) services utilized in these Relaxed/YPC Saturdays or Sundays shall be paid and counted as two (2) services.

Following a YPC or YPC/Relaxed Sunday, there will be no services scheduled the next day, with the following exceptions:

- 2024-25 season: three (3) instances
- 2025-26 season: one (1) instance
- If the YPC or YPC/Relaxed program's repertoire is repeated in the following week as a Student Concert, Education program or Community Run-out.

In the unusual circumstance that a service is necessary the day after a YPC or YPC/Relaxed Sunday but does not meet the conditions above, the TSO will seek approval from the Orchestra Committee.

7.2.3 Split Orchestra Weeks

The Orchestra may be split into four (4) groups, eight (8) weeks per season, under the following conditions:

- (a) No Musician shall play in more than one group in addition to scheduled full-orchestra services during a given week. For clarity, a musician shall not be required to perform in more than one of the split groups.
- (b) Each group will have a minimum of twelve (12) players.
- (c) A conductor/leader is required, unless otherwise agreed.
- (d) Rehearsal for each group will occur only during the week of the split.
- (e) Groups may perform under the guidelines of Article 7.2.1.
- (f) Groups may perform services at appropriate venues within 150 km radius driving distance of Toronto City Hall on three occasions in each season of this Agreement, provided that all other terms stipulated elsewhere in this Agreement apply thereto. All Split Orchestra services will be TSO ventures or joint TSO ventures, subject to the terms and conditions of the Agreement.

- (g) All decisions with regard to the assignment of musicians for Split Orchestra services are the responsibility of the Music Director. Best efforts will be undertaken to distribute this work on an equitable basis.
- (h) Split orchestra weeks are subject to approval of the Artistic Advisory Committee. Programming, instrumentation, and scheduling for split orchestra weeks shall be made available to the Artistic Advisory Committee no later than ninety (90) days in advance of the scheduled concerts.

7.2.4 Services Per Day

The Orchestra shall not be required to give more than two (2) services in one (1) day, except as provided in Article 7.2.2. The TSO will ensure that the next service following the conclusion of any evening service shall take place no earlier than twelve (12) hours after the conclusion of the evening service.

7.2.5 Days Off Per Week

- (a) There shall be two (2) days off per week except on five (5) occasions per season in which there may be only one day off per week. Subject to approval by the Orchestra Committee, there may be two (2) additional weeks per season in which there may be only one day off per week. Weeks with only one day off must be offset by three days off in another week of the same season. The TSO will endeavour to schedule the two days off per week consecutively.
- (b) There shall be no more than six (6) consecutive working days without a free day except in three (3) instances in each season of this Agreement where up to eight (8) consecutive working days without a free day may occur.
- (c) Beginning in the 2025-2026 season, if a service(s) occur on a Sunday, there will be no service the following day except on seven (7) occasions.

Beginning in the 2026-2027 season and beyond, if a service(s) occurs on a Sunday, there will be no services the following day except on six (6) occasions per season. For clarity, YPC and YPC/Relaxed Sundays may not be followed by a Monday with services except in circumstances as per Article 7.2.2.

7.2.6 Change of Schedule

The TSO may make changes to the Schedule of Rehearsals and Concerts up to 30 days in advance of the date of the intended change. Compliance with such changes shall be mandatory for all musicians with the exception of those who, within 48 hours of notification, provide Personnel with written proof of an unchangeable conflict booked prior to the intended change of service. In emergency situations, a change of schedule may be made less than 30 days in advance of the proposed change. Such change is understood to be beyond the reasonable control of the TSO. Such change shall be mandatory for all musicians, save those who, within 48 hours of notification, provide Personnel with written proof of a conflicting engagement booked prior to the proposed change. In the event that the TSO wishes to make a non-emergency change of

schedule less than 30 days before the proposed change, then the musicians shall make best efforts to accommodate the change.

7.2.7

Notwithstanding the definition of "week" in Article 1 of this Agreement, any number of services from the 43rd week may be scheduled in the week preceding the first week of the season. The 43rd week shall be optional for all members of the orchestra, provided that each musician exercising this option does so in writing no less than 90 days before the scheduled beginning of the 43rd week or 30 days prior to such services scheduled in the week before Week 1 of the season.

7.3 Durations and Conditions for Rehearsals

7.3.1 Rehearsal Services

Rehearsal services will be scheduled to be 2½ hours in duration, with the following exceptions:

- (a) Pops concerts for which a three-hour rehearsal will be permitted without entitlement by the musicians to overtime, provided that said rehearsal is the only rehearsal for the program in question.
- (b) Days with two (2) rehearsals for classical programs will be scheduled as follows: the first rehearsal on a double rehearsal day shall be scheduled for two and a half (2.5) hours and the second rehearsal shall be scheduled to be no more than two (2) hours. Notwithstanding Article 7.3.2, the two (2) hour rehearsal on a double rehearsal day shall have a minimum of fifteen (15) minutes of intermission/break time. On two (2) occasions per season, the TSO may reverse the schedule as follows: a two (2) hour rehearsal followed by a two and a half (2.5) hour rehearsal.
- (c) The TSO may schedule a 5 (five) hour double rehearsal day in the following configuration: first rehearsal of the day may be scheduled as a three (3) hour rehearsal, providing the second rehearsal of the day is a maximum of two (2) hours in length. In nine (9) such cases per season, overtime payments will not apply. Five (5) hour double rehearsal days shall not be scheduled on consecutive days, with the exception of recording weeks.
- (d) In the case of a double rehearsal day with a two (2) hour rehearsal for a programme involving a choral group or vocalist(s), the TSO may reverse the schedule as follows: a two (2) hour rehearsal followed by a two and a half (2½) hour or three (3) hour rehearsal.

In cases where rehearsals exceed 2.5 hours in duration and do not meet the conditions in 7.3.1 (a), (b), (c), or (d), overtime payments apply.

7.3.2 Intermissions at Rehearsals

There shall be a minimum intermission of ten (10) minutes per hour, five (5) minutes per half hour and two and one-half (2½) minutes for fifteen (15) minutes on all rehearsals, which intermission shall not be taken during the first half hour of any scheduled rehearsal exceeding one hour provided that two rest periods may be taken together. It is agreed that the Orchestra may not rehearse more than one and one-half (1½) hours without an intermission. For dress rehearsals only, up to two (2) minutes overtime is allowed for musical reasons, and any time over two (2) minutes is to be paid as unscheduled overtime. There shall be no entitlement to an intermission (or compensation for same) in any service, whether a concert or a rehearsal (and including services on tour) which is of a duration of one and one-half hours or less. This provision also applies to services which have been reduced in time to one and one-half hours or less from their original duration.

7.3.3 Rehearsal Weeks

All services in any week of the season may be scheduled as rehearsals provided that there are sufficient days off in the week in accordance with Article 7.2.5.

7.3.4 Split Rehearsals

The Orchestra may be split for rehearsal purposes, including sectionals, provided that:

- (a) the overall time does not exceed three and one half (3½) hours, and
- (b) any player is not required to be present more than two and one-half (2½) hours from the time they are called, and
- (c) each musician receives five (5) minutes of break per half hour of rehearsal, and
- (d) a sectional rehearsal shall be led by the Music Director or guest conductor.

7.4 Durations And Conditions For Concerts

7.4.1 Duration of Concerts

The duration of concerts shall be not more than two (2) hours and thirty (30) minutes except as provided below. Each concert shall include an intermission of not less than fifteen (15) minutes from the time the Concertmaster of the Orchestra leaves the stage until they commence tuning the Orchestra for the second half of the concert. The concert will be deemed to be over when the Orchestra stops playing. Concerts scheduled for longer than 2.5 hours shall include an intermission of not less than twenty (20) minutes, with the exception of concerts involving a feature film. Concerts involving a feature film scheduled for longer than 3 hours shall include an intermission of not less than twenty (20) minutes.

7.4.2 Concerts without Intermission

When concerts are not longer than one and one half (1½) hours, it will not be necessary to provide an intermission. A five (5) minute grace period will be permitted on the first performance of a programme whose length is not more than one (1) hour without intermission

before overtime payments come into effect. On all subsequent performances applicable overtime payments will begin after one (1) hour. Overtime payments for concerts without intermission will be paid as follows: first unit as per Article 8.6.2, second unit to be paid and computed at the rate of 1/20th of the contracted weekly fee of each musician, and third and all subsequent units to be paid and computed at the rate of 1/10th of the contracted weekly fee of each musician.

7.4.3 Outdoor Concerts

- (a) The TSO will endeavour to schedule outdoor concerts to have a duration of not more than one and one-half (1½) hours. Any delay in starting, or interruption of, any outdoor service up to a period of 30 minutes which is caused by inclement weather will not be included in the service durations set out in this Article for the purpose of calculating overtime payments. Musicians will be required to stay at the service venue for any such period up to 30 minutes. In a case where the concert is 2½ hours long, the 30-minute delay due to inclement weather will be included in the service durations set out in this Article for the purpose of calculating overtime payments.
- (b) The rescheduling of a concert due to inclement weather will not result in the total number of weekly services exceeding eight (8). Rain dates, where possible or applicable, will be printed in the Schedule Book.

7.4.4 Split Services

On four (4) occasions in each of the seasons covered by this Agreement, the TSO may schedule a split service. A split service consists of a one-hour rehearsal, a thirty-minute break and a one-hour performance, in either sequence, provided that the total duration of the split service does not exceed 2 ½ hours. However, a five-minute grace period will be allowed before overtime payments become due in the case of a first performance in a split service. Overtime rates for split services shall be the same as for 90-minute concerts without intermission as per Article 7.4.2. It is understood that both halves of a split service must relate to the same concert program.

7.4.5 Extended Performance Length

In one (1) week of each season, the TSO shall have the right to schedule up to three (3) performances of one work with performance time beyond the normal time parameters for concerts as specified elsewhere in this Article 7.4, without obligation for overtime payments, as follows:

For a concert with intermission, one work of up to three (3) hours in duration (including intermission)

OR

For a concert without intermission, one work of up to two (2) hours and fifteen (15) minutes in duration.

7.4.6 Extended Film Services

Each season, the TSO shall have the right to schedule up to three (3) film projects involving a film of up to three (3) hours in duration without obligation for overtime payments, provided that there is a minimum of four (4) hours between the scheduled end of the dress rehearsal and beginning of the film performance.

There shall be a maximum of five (5) extended film services, consisting of dress rehearsal and performances, scheduled in a single week and subject to the following conditions:

- (a) There shall be no more than four (4) performances of a film in a single week.
- (b) If five (5) extended film services fall in a single week, then no other programme may be scheduled in that week.
- (c) If four (4) extended film services fall in a single week, then there may be one (1) additional programme in that week, comprised of not more than three (3) services.
- (d) If three (3) extended film services fall in a single week, then there may be one (1) additional programme in that week, comprised of not more than four (4) services.

There shall be no more than eight (8) services scheduled in any week involving extended film services.

A free day shall immediately follow the run of an extended film.

Notwithstanding Article 7.4.3, the TSO shall have the right to schedule extended film services outdoors as per this Article 7.4.6.

Scheduled overtime for extended film services in excess of three (3) hours shall be identified in the Musicians' Schedule Book and will be paid and computed at the rate of 1/40th of the contracted weekly fee of each musician for each fifteen (15) minutes or fraction thereof of overtime.

7.4.7

For performances delayed by situations beyond the reasonable control of the TSO, including but not limited to medical emergency, fire or fire alarm, electrical failure, or natural disaster, there shall be no obligation for the TSO to make overtime payments for the first thirty (30) minutes. It is understood that the TSO will make best efforts to minimize such delays and in no case will the musician be obligated to remain more than 30 minutes after the normal end of a service so affected.

ARTICLE 8 FEES

8.1 Schedule of Fees

The minimum weekly fee for each musician shall be as follows:

	<u>2024/2025</u>	<u>2025/2026</u>	<u>2026/2027</u>
Weekly	\$2,294.78	\$2,386.57	\$2,529.77
Annual	\$98,675.54	\$102,622.51	\$108,780.11

8.1.1

The minimum fee is not to be construed as the maximum fee and a musician may negotiate with the authorised representative of the TSO for such higher fee as the musician and the TSO may agree upon.

8.1.2

All musicians are to be paid their fees bi-weekly. All payments will be made by direct deposit.

8.1.3

No tenured member of the Orchestra will receive weekly compensation that is less than the highest contracted weekly compensation they received during the preceding season, plus the increases noted in Article 8.1, unless the parties agree otherwise. For clarity, such contracted weekly compensation shall not include any temporary weekly step-ups contained in side letters to an individual contract.

8.1.4

Extra scheduled services are to be computed and paid at one eighth (1/8) of the musicians' weekly contracted fee.

8.2 Seniority Increments

8.2.1

Eligibility for the weekly seniority increment shall be effective after the musician completes the equivalent of five full seasons, and in five-year increments thereafter in accordance with the following schedule:

<u>Seasons of Cumulative Employment</u>	<u>Weekly Seniority Increment</u>		
	<u>2021/2022</u>	<u>2022/2023</u>	<u>2023/2024</u>
After the equivalent of five full seasons	\$19.03	\$19.80	\$22.00
After the equivalent of ten full seasons	\$38.93	\$40.50	\$45.00

After the equivalent of fifteen full seasons	\$59.69	\$62.10	\$69.00
After the equivalent of twenty full seasons	\$77.85	\$81.00	\$90.00
After the equivalent of twenty full seasons	\$93.42	\$97.20	\$108.00

For clarity, a musician's total number of seasons will be calculated from the musician's start date, regardless of whether this date aligns with the beginning of the TSO's regular season or not.

8.3 Step-Up Fees and Doubling

8.3.1 Strings

8.3.1.1

Rotating string players will receive a Universal Step-up of one percent (1%) of the minimum weekly fee per week for each week of the season, which will cover all stepping up into the fourth, third, or second chairs (where applicable).

8.3.1.2

String players with "Concertmaster" in their title, or whose title is "Principal" do not receive the Universal Step-ups outlined in Article 8.3.1.1 above.

8.3.1.3

Only in the case of unpaid leaves of absence and/or extended illness for up to seven (7) consecutive calendar days of the relevant Principal player, the Assistant and Associate Principal Strings will receive a step-up of the per service rate for moving into the Principal or Concertmaster Chair as follows:

Associate Principal Strings to Principal	15%
Assistant Principal Strings to Principal	20%
Associate Concertmaster to Concertmaster	25%
Assistant Concertmaster to Concertmaster	30%

8.3.1.4

A Section player moving into the Principal chair will receive a step-up of 25% of the per service rate per service under any circumstance, unless the musician is serving and being remunerated as Acting Assistant or Acting Associate Principal.

A Section player moving into the Concertmaster chair will receive a step-up of 50% of the per service rate under any circumstance, unless the musician is serving and being remunerated as Acting Assistant or Acting Associate Concertmaster, then Article 8.3.1.3 Step-Up Fees Strings shall apply.

8.3.2 Winds, Brass, Percussion

8.3.2.1

Section Wind, Brass, and Percussion players will receive a Universal Step-up of one percent (1%) of the minimum weekly fee per week for each week of the season, which will cover all stepping up with the exceptions of all Principal positions. Wind players whose title is "Principal" or Associate Principal" do not receive the Universal Step-up.

8.3.2.2

The following step-ups apply for non-Principal players moving into the Principal chair:

Associate Principal playing in the Principal chair 15% per service

Section player playing in the First chair 25% per service

For clarity, step-ups do not apply when a player moves into the Principal chair as part of their regularly assigned duties.

8.4 Emergency Measures

- (a) In emergency situations, a musician may be required to move to a higher or lower chair, at the discretion of the Music Director, for no more than eight (8) consecutive services per emergency.
- (b) For the above-noted eight (8) services, the TSO is not obligated to hire a substitute musician if the numerical requirements, in the opinion of the Music Director or their designate, can be met by the remaining members of the section in question.

8.4.2

In non-emergency situations, non-titled musicians will not be obligated to step up to Principal.

8.5 Doubling

In the event that a musician is required to play any instrument not specified in their personal contract the musician shall receive fifty percent (50%) of the miscellaneous symphonic fee as outlined in Article 10.2 for each service where such doubling is necessary. The Orchestra Personnel Manager must be informed by the affected musician of the doubling and, in consultation and agreement with the Music Director or in their absence the conductor, must approve of such orchestra doubling before the beginning of the first service in which such doubling occurs.

Notwithstanding Article 10.3, percussionists will receive doubling when required to play any form of drum set and/or timpani. The decision as to whether doubling is required on these instruments in a given program is subject to the discretion of the Principal Percussionist and Orchestra Personnel Manager. The process to determine whether any additional percussion instruments are subject to doubling is as outlined in Article 8.5.

8.6 Overtime

8.6.1 Rehearsal Overtime - Scheduled and Unscheduled

The fee to be paid for unscheduled overtime on rehearsals is to be computed at 1/60 of the weekly contracted fee of each musician for each fifteen (15) minutes or fraction thereof. Only those musicians who actually perform the unscheduled overtime will be paid for it. The fee to be paid for scheduled extra rehearsal time (*i.e.*, scheduled overtime) is to be computed at the rate of 1/80 of the weekly contracted fee of each musician. The TSO must notify the musicians of scheduled extra rehearsal time not less than one week before the proposed extra time. In cases where scheduled overtime has been published in the Schedule of Rehearsals and Concerts, all regular musicians of the Orchestra will receive payment for the scheduled overtime, unless Management posts, not less than 30 days in advance, a list of musicians not required to perform such overtime sessions. Such advance notice will obligate the TSO to pay only those musicians actually performing the scheduled overtime. All rehearsal overtime is to be computed at the end of the regular pay week and may not be carried on from one week to another. In the case of a rehearsal without intermission which exceeds 90 minutes, overtime will be paid at the unscheduled rate above for the first fifteen-minute unit, 1/30 of the contracted weekly fee for the second fifteen-minute unit, and 1/15 of the weekly contracted fee for the third and subsequent fifteen-minute units.

8.6.1.1 Overtime Obligation

8.6.1.2

All musicians under contract, if required, must remain up to a half hour's overtime following any rehearsal immediately preceding a concert, and/or for such overtime that is in a printed schedule which has been distributed to the musicians, and/or for such overtime that has been added to a printed schedule under the terms of Article 7.2.6. In each case, the appropriate overtime rate will be paid for such rehearsal overtime as in Article 8.6.1.

8.6.2 Concert Overtime

- (a) Overtime on a concert performance commences at 2 hours and 30 minutes after the scheduled starting time of the concert and is to be paid and computed at the rate of 1/40th of the contracted weekly fee of each musician for each fifteen (15) minutes or fraction thereof of overtime. Overtime payments shall be paid only to musicians required on stage for the actual overtime.
- (b) Timing of concerts will be the responsibility of the Production Manager or, in their absence, their designate.

ARTICLE 9 OTHER COMPENSATION

9.1

During the seasons covered by this Agreement the following non-service weeks for each musician shall be in effect:

- (a) There will be five (5) paid non-service weeks for the entire Orchestra distributed as follows:
 - (i) two (2) weeks occurring at Christmas including Christmas Day and New Year's Day,
 - (ii) one (1) week scheduled to coincide whenever possible with the Ontario schools' March Break week, and
 - (iii) two (2) weeks scheduled at the discretion of the TSO.
- (b) However, should circumstances arise which necessitate any variation from the above, these will be discussed with, and their solutions agreed upon, by the Artistic Advisory Committee, in consultation with the Orchestra Committee, and the TSO.
- (c) Each musician shall receive an additional week, to be decided by the TSO, and known as a rotating non-service period, for which the musician shall be paid their respective contracted fee. The following restrictions shall apply:
 - (i) The rotating non-service period shall be scheduled as a complete week or, at the discretion of the individual musician and in consultation with the TSO through the Orchestra Personnel Manager or their designate, as an accumulation of eight (8) services.
 - (ii) The TSO shall endeavour to schedule the rotating non-service period contiguous to an existing full orchestra non-service period, unless the musician requests otherwise. The TSO shall endeavour to plan its programming to facilitate this clause.
 - (iii) The notice period for rotating non-service periods will be as follows:

<u>Non-Service Period Occurring in Week</u>	<u>Notice Period</u>
5 to 8	4 weeks
9 to Christmas Holiday	8 weeks
After Christmas Holiday	12 weeks

- (iv) The rotating non-service period may not be scheduled to occur during the first four (4) playing

weeks of the season, unless requested by the respective musician.

- (v) In cases of extreme emergency, the rotating non-service period may be changed after consultation and agreement with the respective musician.
- (vi) Wherever practicable, married couples in the Orchestra shall receive the same rotating non-service period unless they request otherwise.
- (vii) Should Week 42 or 43 contain services that occur after June 30, a musician may request their rotating non-service week during either week(s) with services after June 30, and it shall be granted provided that the request is made in writing to Personnel not later than the end of the previous season. In addition, musicians requesting an unpaid leave during week(s) with services after June 30 shall be guaranteed the time off, provided a leave of absence form is submitted to Personnel at least 30 days before the requested leave.
- (viii) The TSO shall endeavour to accommodate musicians' requests for specific rotating non-service periods on a first come, first served basis, provided such requests are made in writing. Seniority should prevail in granting such requests, provided all applications are submitted not later than the end of the previous season.

9.1.2

Scheduling of non-service weeks and rotating non-service weeks may be subject to the scheduling of international tours. These tours, if applicable, will be negotiated separately.

9.2 Religious Holidays and New Year's Day

9.2.1

The TSO shall make best efforts to avoid scheduling services on Rosh Hashanah, Yom Kippur, Christmas Day, Good Friday, Passover, and Easter Sunday. In the event that the TSO schedules services on any of the above holidays or on another major religious holiday a musician customarily observes (e.g.: El Eid, Diwali), those musicians who wish to observe that holiday may do so without reduction of pay by notifying the TSO in writing at least thirty (30) days before the respective holiday. For clarity, the actual time parameter of such holiday will be determined by the customary religious beliefs of the individual musician. The TSO shall make best efforts to avoid scheduling services on Family Day, Victoria Day and Thanksgiving Day.

9.2.2

The TSO will pay time and a half for New Year's Eve services and double time for New Year's Day services.

9.3 String Relief Weeks

In each season of this Agreement each string player in the Orchestra shall be entitled to one full week of relief (relief week) plus eight (8) additional services of relief, all of which shall be scheduled at the discretion of Management, but not during the first two playing weeks of the season unless so requested by the musician. Management recognizes that relief weeks are provided as a preventative measure to avoid illness and injury and will try to ensure that such services provide actual relief as required by the individual players. Best efforts will be made to accommodate a musician's request while still maintaining the artistic integrity of the organization, as well as to give notice of relief weeks or services 30 days in advance of their occurrence.

9.4 Pension CFM-Musicians' Pension Fund of Canada Contributions

9.4.1

In addition to the musician's minimum basic weekly fee, the TSO agrees to pay 10% of such fee, for each musician, to the CFM-Musicians' Pension Fund of Canada.

9.4.2

This amount is to be forwarded monthly to the TMA, which in turn will process the records as shown in the Trust Agreement of the Pension Plan.

9.4.3 Continuation of Contributions

The contributions specified in Article 9.4.1 above shall continue to be made provided that such contributions fulfil and discharge any and all responsibility or liability of the TSO under the Income Tax Act, the pension or retirement legislation as now in effect or as hereafter amended or adopted, otherwise the TSO shall be under no obligation to continue such contributions. In such event, the TSO shall continue equivalent payments to the musicians, as directed by the TMA, as a component of the overall compensation package.

For clarity, after the end of the calendar year in which a musician turns 71, or such different age in the event of any applicable legislative amendment, the TSO will add a payment to the musician's pay equivalent to ten percent (10%) of the musician's total minimum basic weekly fee. This additional payment shall not be subject to work dues.

9.4.4 Tax Implications

It is understood that the pension plan mentioned under Article 9.4.1 above shall at all times constitute a registered fund or plan with the Canada Customs and Revenue Agency and any other taxing authority and the payments to be made by the TSO shall be deductible in computing income under the applicable tax laws, should such laws hereafter apply to the TSO.

ARTICLE 10 EXTRA AND SUBSTITUTE MUSICIANS

10.1

The TSO shall be permitted to engage extra and substitute musicians at the miscellaneous symphonic fee as outlined in Article 10.2. Musicians so engaged shall be present at all services for which they have been booked, unless otherwise advised by the Orchestra Personnel Manager or their designate, and shall be paid for said rehearsals and performances and any applicable overtime.

10.2 Miscellaneous Fees

Miscellaneous fees shall be paid as follows:

- (a) One eighth (1/8) of the basic minimum weekly fee per service, not to exceed one week of the minimum weekly fee as outlined in Article 8.1, plus applicable contributions to the Musicians' Pension Fund of Canada. For clarity, this does not affect any entitlement to overtime payments.
- (b) For school concerts or rehearsals performed under the provisions of Article 7.2.1, one tenth (1/10) of the minimum basic fee, plus applicable contributions to the CFM-Musicians' Pension Fund of Canada.
- (c) For YPC services performed under the provisions of Article 7.2.2, two eighths (2/8) of the minimum basic fee will be paid for each such three (3) service group, plus applicable contributions to the CFM-Musicians' Pension Fund of Canada.

10.3

When an extra or substitute musician plays one or more doubles during any service or during any unit of overtime, or both, they shall be paid an additional 25% of the applicable session rate and the overtime related thereto for the first double, and an additional 15% for the second double, and 10% for the third double. There shall be no doubling fees for the extra or substitute percussionists. Extra or substitute harpists will be paid the miscellaneous symphonic fee in this Agreement plus the cost of cartage for the harp.

ARTICLE 11 SCHEDULE DISTRIBUTION

The TSO will distribute to each musician a complete schedule of services, to include series, student education matinees, out-of-town special concerts, plus rehearsals and concerts, not later than the first week of the contracted season. Such schedule will be distributed by the last week of the previous season, if possible. In any case, the schedule for the first four (4) weeks of the season will be distributed by the last week of the preceding season.

ARTICLE 12 ABSENCES: ILLNESS, INJURY, LEAVES

Members of the Orchestra may absent themselves from rehearsals or concerts only in accordance with the provisions of this Article 12.

12.1 Paid Sick Leave

Sick leave is paid time off which is to be used during periods of temporary sickness or injury to allow a musician the opportunity to stay home and address personal health and safety needs. Paid sick leave is granted only for personal illness (hereinafter meaning to include injury). The provision for sick leave is intended to secure a musician's income from the TSO, if any, while sick. For clarity, if the musician is sick during a time outside the designated contracted season and not being paid, then the respective musician will not receive sick-leave benefits. Sick leave is not an outright entitlement and may not be claimed as a cash payment on non-renewal of contract or otherwise. Abuse of sick leave is a serious misconduct and will be subject to disciplinary action.

Failure of a musician to comply with the provisions of this Article shall disqualify the musician from payment during the period of illness, and a proportionate amount of their pay shall be deducted for the services missed.

12.1.1

In the event of illness, the following provisions shall apply:

- (a) The musician must immediately contact in order, the Orchestra Personnel Manager or Assistant Personnel Manager, the TSO Production Manager or, failing that, the Director of Orchestra Operations, to inform the TSO of the nature of the illness and the estimated length of absence from the Orchestra. It is understood that successful contact requires that the musician receive either verbal or email notification that the message about illness and absence has been received. Every reasonable effort must be made by the musician to continue to make contact until receipt of notification is confirmed.

To the extent possible, scheduled absences (*e.g.*, elective surgery) will be arranged at times when the musician is not contracted for TSO services, such as during a non-service week, or outside the designated contracted season. When this is not possible, the musician will advise the Orchestra Personnel Manager as early as possible in the scheduling of sick leave.

- (b) In the case of a scheduled or unscheduled absence of five or more consecutive services, a statement from a medical doctor verifying the legitimacy of the illness is required in order to qualify for sick leave with pay. This requirement may be waived at the discretion of the TSO Management. In the case of recurring short absences (*i.e.*, less than five consecutive services) due to illness, the TSO may require a statement from a medical doctor verifying the legitimacy of the illness.

- (c) A record will be maintained of sick leave for each musician. If there is an unusual number or pattern of sick leaves as perceived by Management, then the provisions of 12.1.2 (c) will apply at the discretion of the TSO. This is intended to be a benefit to the musician.

12.1.2 Short-Term Disability

- (a) When a musician is prevented from performing their essential duties at work due to a confirmed personal illness, and this condition continues beyond one week, the musician is considered to be on short-term disability until their return.
- (b) The musician's medical condition is a matter of privacy between the musician and their doctor and any designated third party assigned by the TSO (see Article 12.1.2(c)). The TSO is not entitled to information about the diagnosis of the illness. However, the musician and their medical doctor must update the TSO on a regular basis throughout the absence regarding the prognosis for the illness or injury, any limitations imposed on the musician's ability to perform their essential duties, and the potential for a return to work either full-time or under modified conditions as soon as possible.
- (c) The TSO may engage at its own expense, a third party case management company, to manage a short-term disability on behalf of the TSO while maintaining the musician's privacy relative to their medical condition. This is intended to be a benefit to the musician to ensure that the musician receives appropriate and effective diagnosis and treatment, as well as the development of a responsible back-to-work plan. The TSO will be responsible for the costs related to the case management service only. Any costs related to a specific course of treatment will be the responsibility of the individual musician.
- (d) A musician on a confirmed and supported short-term sick leave will be entitled to receive one hundred per cent (100%) of their contracted fee for a period of up to ninety (90) days.. The maximum amount of paid short-term sick leave will be ninety (90) days per season per illness/injury or any recurrence thereof. If a musician is on a confirmed and supported short-term sick leave beyond the maximum, the time shall be granted as a guaranteed unpaid leave, and shall count towards the ninety (90) day elimination period for long-term disability in accordance with Article 12.1.3 (d) (i). For clarity, if the musician is sick during a time outside the designated contracted season and not being paid, then the respective musician will not receive sick-leave benefits, although such time shall count towards the ninety (90) day elimination period for long-term disability in accordance with Article 12.1.3 (d) (i).
- (e) If a musician returns to work at any time during a confirmed and supported short-term sick leave, but experiences a recurrence of the same or a related disability within 30 days of the return, then such recurrence will be considered a continuation of the initial disability and the count will resume towards the ninety (90) day elimination period for long-term disability in accordance with Article 12.1.3 (d)(i).

12.1.3 Long-Term Disability (LTD)

When a musician is prevented from performing their essential duties at work due to a confirmed personal illness, and this absence continues beyond 90 days, and the musician is deemed disabled by the LTD insurance carrier, then the musician is considered to be on long-term disability until their return to work. Continuation of long-term disability payments is managed by the insurance carrier. For full information on LTD benefits, please consult the LTD benefit booklet.

- (a) The TSO will contribute premiums to a disability plan which may provide benefits commencing 91 days after the onset of illness.
- (b) Musicians are strongly encouraged to apply for long-term disability within 30 days after the onset of short-term disability in order to expedite the claim process and prevent an unnecessary interruption to income, should long-term coverage become necessary.
- (c) While on short-term or long-term disability, the musician will continue to receive full contributions to the Musicians' Pension Fund of Canada by the TSO, to a maximum of three (3) years from the date of the onset of illness, as long as the musician is under contract with the TSO.
- (d) A musician who is:
 - (i) disabled beyond the short-term disability period of their sick leave, and
 - (ii) is approved or waiting for approval of long-term disability, and
 - (iii) who applies in writing to the TSO

shall be granted a leave of absence without pay for such disability. This leave of absence will continue until such time as the musician no longer qualifies for long-term disability benefits, or until the musician's contract is terminated.

In the case that a musician has been absent because of a long-term disability for less than three (3) years, and should the musician consider themselves able to return to their position and wishes to do so, then a report paid for by the TSO and outlining a viable back-to-work plan will be produced by a third party case management company. This requirement may be waived by the TSO at its sole discretion.

In the case that a musician has been absent because of a long-term disability for a total aggregate time of more than three (3) years, and should the musician consider themselves able to return to their position and wishes to do so, the musician will communicate their intention to return to the TSO in writing. Subsequently, a report paid for by the TSO and outlining a viable back-to-work plan will be produced by a third party case management company. At this point the TSO, at its discretion, may choose not to renew the musician's contract without penalty or severance costs, notwithstanding any other provision of this Agreement. In the case that a musician has been absent because of a long-term

disability for a total aggregate time of more than three (3) years, and the musician has not been in written contact with the TSO about returning to their position, the TSO may communicate with the musician about their status in the Orchestra. At this point the TSO, at its discretion, may choose not to renew the musician's contract without penalty or severance costs, notwithstanding any other provision of this Agreement.

12.2 Leaves with Pay

12.2.1.1

In this Article 12.2, "immediate family" shall mean the musician's spouse or spouse equivalent, parents, grandparents, children, siblings, and shall include the parents, grandparents, and siblings of said spouse or spouse equivalent.

12.2.1.2

Upon the marriage, birth, or death of a member of a musician's immediate family", leave with pay, as set out below, is available by notifying the Music Director through the Orchestra Personnel Manager or their designate.

12.2.1.3

Leave with pay in relation to a musician's own wedding, or that of a member of their immediate family", shall be available for two (2) consecutive days, one of which must be the day of the wedding.

12.2.1.4

Leave with pay following a death in the immediate family" shall be referred to as "Bereavement Leave". Bereavement Leave shall be for a maximum of seven (7) days to be taken within the three (3) weeks immediately following the death. It is understood that a musician utilizing Bereavement Leave will inform the Personnel Office of their plans at the earliest opportunity.

12.2.1.5

It is understood that leave with pay provided in this Article 12.2 sets out maximum entitlement only. In the case where an event which would normally entitle a musician to leave with pay occurs on a non-working day, the musician shall not be entitled to an alternate day off with pay. This Article 12.2 is only intended to provide the musician, without a loss in pay, the necessary time off in the event that such time conflicts with normal working days.

12.3 Pregnancy/Maternity & Parental Leaves

12.3.1 Pregnancy/Maternity Leave

Tenured musicians who are pregnant shall qualify for pregnancy/maternity leave as follows:

12.3.1.1

Sixteen (16) weeks at full contracted fee except as outlined in Article 12.3.1.2 below, plus, upon the application of the musician, an additional sixty-one (61) weeks unpaid leave of absence for a total continuous period of seventy-eight (78) weeks. No pregnancy/maternity leave shall be granted unless:

- (a) upon notifying the TSO of intent to take pregnancy/maternity leave, the musician furnishes the TSO with a certificate of a legally qualified medical practitioner stating that the musician is pregnant and giving the estimated date upon which delivery will occur in their opinion, and
- (b) the musician commences pregnancy/maternity leave no earlier than twenty (20) weeks prior to the estimated date of delivery and no later than the actual date of birth. The commencement of the Pregnancy/Maternity leave period may be adjusted pending a recommendation from a legally qualified medical practitioner.
- (c) While the musician is on pregnancy/maternity leave, the TSO will maintain coverage for them under the Long-Term Disability Plan, and the musician will continue to accrue credit for length of service and seniority payments.

12.3.1.2

When a member of the TSO gives birth at a time outside of the TSO season, pregnancy/maternity leave payments will commence when the next season begins. In all cases, a TSO birth parent shall have access to sixteen (16) weeks of fully paid Pregnancy/Maternity Leave.

Outside of the TSO contracted season, the respective musician's time is not counted as part of their unpaid leave. Weeks of unpaid leave will only be counted within the TSO contract season.

Both the paid and unpaid portions of the pregnancy must be taken as a continuous leave (i.e: all sixteen weeks must be utilized once the paid leave period has started); however, the paid and unpaid portions of the leave do not need to be consecutive. If these periods are not consecutive, the unpaid portion of the leave must begin within seventy-eight (78) weeks of birth, or when the baby first comes into the musician's care.

12.3.1.3

A musician on paid pregnancy/maternity leave from the TSO shall not accept employment with any other organization if that employment is not part of the musician's normal outside employment without the express written permission of the TSO. Such permission shall not be unreasonably withheld.

12.3.1.4

Any additional leave, without pay, shall be regulated by Article 12.3.2. A musician who qualifies for Pregnancy/Maternity Leave is not eligible for Parental Leave, as per Article 12.3.2.

12.3.1.5

The TSO will continue to make full contributions to the Musicians' Pension Fund of Canada during the paid portion of the musician's Pregnancy/Maternity Leave. Pension contributions do not apply to unpaid leaves.

12.3.2 Parental Leave

Tenured parents shall qualify for a Parental Leave as follows:

A "parent" includes:

- a birth parent;
- an adoptive parent (whether or not the adoption has been legally finalized); or
- a person who is in a relationship of some permanence with a parent of the child and who plans on treating the child as their own. This includes same-sex couples.

All parents under Article 12.3.2 must begin their parental leave no later than seventy-eight (78) weeks after:

- the date their baby is born; or
- the date their child first came into their care, custody or control.

The Parental Leave does not have to be completed within this seventy-eight (78) week period. It just has to be started within this timeframe

12.3.2.1

Six (6) weeks at full contracted fee, plus, upon the application of the musician, an additional fifty-seven (57) weeks unpaid leave of absence for a total continuous period of sixty-three (63) weeks to be taken within seventy-eight (78) weeks after meeting the qualifications for Parental Leave as per Article 12.3.2. No parental leave shall be granted unless:

- (a) The musician shall apply in writing to the TSO for Parental Leave not less than two (2) weeks in advance of the proposed beginning of the Leave. It is understood that unforeseen circumstances may require a musician to apply for Parental Leave with less notice, in which case approval of such request will not be unreasonably withheld.
- (b) Such leave must commence not later than seventy-eight (78) weeks after the date on which the child came into the care, custody, or control of the musician.
- (c) While the musician is on Parental Leave, the TSO will maintain coverage for them under the Long-Term Disability Plan, and the musician will continue to accrue credit for length of service and seniority payments.

12.3.2.2

A musician on paid Parental Leave from the TSO shall not accept employment with any other organization if that employment is not part of the musician's normal outside employment without the express written permission of the TSO. Such permission shall not be unreasonably withheld.

12.3.2.3

Any additional leave, without pay, shall be regulated by Article 12.4. A musician who qualifies for Parental Leave is not eligible for Maternity Leave, as per Article 12.3.1.

12.3.2.4

The TSO will continue to make full contributions to the Musicians' Pension Fund of Canada during the paid portion of Parental Leaves. Pension contributions do not apply to unpaid leaves.

12.3.2.5

Musicians on tenure track shall qualify for Pregnancy/Maternity and Parental Leaves of equivalent duration as stipulated in Article 12.3.1 and 12.3.2; however such Leaves shall be unpaid. This period of Leave is not included in the untenured musicians' probationary period. Upon return to work the Musician's tenure review process shall resume.

12.4 LEAVES WITHOUT PAY

12.4.1 Short-Term Leaves

Any tenured player may apply for an unpaid short-term leave of absence for any duration of three (3) months or less. Applications for short-term leaves of absence without pay shall be submitted on a designated form a minimum of thirty (30) days before the proposed beginning of the leave. Applications submitted less than thirty (30) days before the proposed beginning of the leave may be rejected by Management without consultation with the Music Director, although Management will attempt to accommodate such requests, if possible. No leave of absence may be requested more than eighteen (18) months in advance of the requested starting date of the leave. Management will respond to the leave request within sixty (60) days of the application being submitted, or within one-half (½) of the time between the submitting date of the application and the starting date of the leave, whichever is less.

12.4.1.1

All requests for a short-term leave of absence must include an explanation outlining the reason for the requested leave. Such requests shall be submitted to the Orchestra Personnel Manager, who shall obtain the comments of the section Principal (or Concertmaster in the case of a Principal player) and the Music Director, who shall have the final decision. In the absence of the Music Director, the CEO may decide in their place.

12.4.1.2

Short-term leave applications shall be evaluated on the basis of:

- (a) The artistic requirements of the Orchestra – that is, the availability and/or necessity of a suitable replacement according to the Music Director and as defined in Appendix "C" , and
- (b) The stated reason for the leave. Leaves may be approved, for instance but in no way limiting the generality of the above, for solo or chamber music performance(s), study or rest salutary to the reputation of the TSO, landmark family events, or family health.

12.4.1.3

If the application for a short-term leave is refused, then upon the request of the musician, written reasons for such refusal shall be given by the TSO.

12.4.1.4

If, after obtaining a leave of absence, a musician decides not to take such leave, then the musician must notify the TSO in writing within two weeks of being notified of the granting of the leave, or within half the time between the granting of the leave and the start of the short-term leave, whichever is greater. Otherwise, the TSO may deduct the musician's fee during the period of the leave, except in cases where the musician is unable to take the leave due to causes beyond their control. However, if a replacement musician has been contracted, then the granted leave will remain in effect.

12.4.1.5

For every service for which a short-term leave is granted, the TSO may deduct one eighth (1/8) from the musician's weekly fee. Any musician who requests leave from all services in a given week will be deducted their full week's pay. For student concert services in a Student Concert week, as defined by Article 7.2.1, one tenth (1/10) shall be deducted for each service of leave. For YPC services, two eighths (2/8) will be deducted for each grouping of one rehearsal and two one-hour concerts, as defined by Article 7.2.2. For clarity, it is noted that the Musicians' Pension Fund of Canada contributions will not be made on a musician's behalf while they are on unpaid leave.

12.4.1.6

The TSO will grant each musician three (3) complete services of unpaid personal leave per contract year at such time as is mutually agreeable to the TSO and the musician. Should the parties be unable to reach mutual agreement, the Music Director or, in their absence, someone acting as their designate, will have the final determination. Such personal leave should be used to conduct personal or family business which cannot otherwise be scheduled in a way that does not conflict with a service or services. Approval for such leaves shall be at the discretion of the TSO and will not be unreasonably withheld. The reason for any denial will be communicated in writing to the Musician within three days of the decision by the Personnel Office.

12.4.2 Long-Term Leaves

12.4.2.1

Any tenured player may apply for a long-term unpaid leave of absence of any duration of more than three (3) months up to one (1) year. For clarity, it is noted that the Musicians' Pension Fund of Canada contributions will not be made on a musician's behalf while they are on unpaid leave. The necessity of temporarily replacing players shall be at the discretion of the Music Director, in consultation with the section Principal involved.

12.4.2.2

Applications for long-term leaves of absence without pay shall be submitted on a designated form a minimum of three (3) months before the proposed beginning of the leave. Applications submitted less than three (3) months before the proposed beginning of the leave may be rejected by Management without consultation with the Music Director, although Management will attempt to accommodate such requests, if possible. No leave of absence may be requested more than eighteen (18) months in advance of the requested starting date of the leave. Management will respond to the leave request within sixty (60) days of the application being submitted or within one-half (½) of the time between the submitting date of the application and the starting date of the leave, whichever is less.

12.4.2.3

All requests for a long-term leave of absence must include an explanation outlining the reason for the requested leave. Such request shall be submitted to the Orchestra Personnel Manager, who shall obtain the comments of the section Principal (or Concertmaster in the case of a Principal player) and the Music Director, who shall have the final decision. In the absence of the Music Director, the CEO may decide in their place.

12.4.2.4

Long-term leave applications shall be evaluated on the basis of:

- (a) The artistic requirements of the Orchestra – that is, the availability and/or necessity of a suitable replacement according to the Music Director and as defined in Appendix "C", and
- (b) The stated reason for the leave. Leaves may be approved, for instance but in no way limiting the generality of the above, for solo or chamber music performance(s), study or rest salutary to the reputation of the TSO, landmark family events, or family health.

12.4.2.5

If the application for a long-term leave is refused, then written reasons for such shall be given by the TSO upon the request of the musician.

12.4.2.6

If, after obtaining a leave of absence, a musician decides not to take such leave, then the musician must so notify the TSO in writing within one (1) month of the granting of the leave. Otherwise, the TSO may deduct the musician's fee during the period of the leave, except in cases where the musician is unable to take the leave due to causes beyond their control. However, if a replacement musician has been contracted, then the granted leave will remain in effect and the musician's fee will be deducted.

12.4.2.7

Notwithstanding anything in Article 12.4.2 to the contrary, any player who takes an unpaid leave of absence or a sabbatical of six (6) months or more in any one (1) season, shall not be eligible for a long-term unpaid leave of absence in the immediately following season, except in cases of medically necessitated leave. A musician is eligible for a maximum of 20 months cumulative unpaid leave over a 10-year period. These conditions may be relaxed by the TSO.

12.4.2.8

A musician may be invited by the Music Director to fill a temporary vacancy in a titled position created by the granting of a long-term leave, or by a resignation, provided there is consultation with the relevant Audition Committee.

12.4.3 Auditions with Other Musical Organizations

Those members wishing to absent themselves from a rehearsal or performance to attend an audition being held by another musical organization may do so without fee by informing the TSO thirty (30) days prior to the absence. A second or subsequent musician from the same section wishing to attend an audition during the same services shall obtain the permission of the TSO through the Orchestra Personnel Manager or their designate. Such permission shall not be unreasonably withheld.

12.5 Sabbatical Leaves

12.5.1

Each tenured musician with at least ten (10) years of cumulative service of which the last five (5) shall be continuous, shall be eligible for sabbatical leave once every seven (7) years. Such leave will consist of either a full season or part thereof.

12.5.2

In either case, the musician shall be paid half (½) their weekly contracted fee for the period of their sabbatical, including any relevant non-service periods, as well as their full seniority increment. For partial sabbaticals, the rotating non-service week and any applicable string relief shall be pro-rated, based on the duration of the sabbatical. The TSO agrees to make pension contributions on 50% of scale throughout the term of the sabbatical leave. Musicians will not be eligible for broadcast, recording, or other extraordinary fees during their sabbaticals, except for

broadcast or recording royalties which were incurred outside the period of sabbatical. The conditions under which an applicant may be granted a sabbatical leave are as follows:

- (a) The applicant must sign a contract assuring their return to the Orchestra following their leave.
- (b) The sabbatical leave shall be taken for the purposes of musical study, research, private practice, or solo or chamber music appearance which will potentially enhance the reputation of the TSO, or for any other reason at the sole discretion of the TSO such as rest or family health. The applicant shall submit a letter requesting the sabbatical, outlining in detail their plans and activities during the period of the sabbatical.
- (c) The musician, during their Sabbatical, will not accept permanent employment with another symphony orchestra.

12.5.3

Two (2) person-years of Sabbatical leave may be taken, with no leave being less than three (3) months in duration.

12.5.4

The necessity of temporarily replacing players shall be left to the discretion of the Music Director or their designate in consultation with the section Principal involved.

12.5.5

The TSO shall review all eligible requests for sabbatical leaves. Applicants meeting the requirements set out in Article 12.5.1 shall be given preference according to the following considerations:

- (a) whether or not an applicant has previously taken one or more sabbaticals and, if they have, how recently the last sabbatical was taken,
- (b) number of years of service,
- (c) purpose of sabbatical,
- (d) feasibility and/or necessity of replacement, and
- (e) suitability and availability of a replacement.

12.5.6

Applications for sabbatical leave must be submitted in writing by no later than February 1 of the season preceding that in which the proposed sabbatical leave shall occur. It is understood that no sabbaticals shall be granted in the event of a work stoppage.

12.5.7

The TSO shall notify all applicants for sabbatical of their selection or rejection of such leave by March 1 of the season preceding that in which the proposed sabbatical shall occur. Should the musician be notified of their acceptance for sabbatical, then they must accept the TSO's offer in writing by April 15th of that same season or they shall be deemed to have waived said offer.

12.5.8

As per the terms of the insurance provider, musicians on sabbatical leave will have three months of long-term disability insurance coverage.

12.5.9

If any titled player of the Orchestra (Principal, Co-Principal, *etc.*) or any specialty player (keyboard, harp, English horn, *etc.*) requests sabbatical, then another member of their section may be asked to serve in the position vacated by the sabbatical leave and such member will be free to negotiate for an appropriate increase in fee for that period. If a member who is requested to serve in a titled or specialty position does not wish to be so promoted, or if agreement cannot be reached on an appropriate fee increase, then every effort must be made to secure an outstanding player as a temporary replacement, subject to the discretion of the TSO as provided for in Article 12.5.4.

12.5.10

The decision to approve a sabbatical is at the Music Director's sole discretion and shall be final, provided that the decision reasonably considers each of the criteria stipulated in Article 12.5.5 above and is not otherwise arbitrary or discriminatory.

ARTICLE 13 PERFORMANCE VENUE CONDITIONS

13.1 Indoor Concerts

13.1.1

The TSO will undertake to ensure that the lighting on stage of Roy Thomson Hall shall be at a sufficient level for concert performance, and that the temperature shall not be less than twenty-one (21) degrees Celsius on stage, backstage and in the dressing rooms. The TSO will make best efforts to ensure that the humidity level in the aforementioned areas at Roy Thomson Hall is between 20%-40%. The TSO will also make best efforts to ensure that such conditions exist at all other indoor concert facilities in which the Orchestra is engaged to perform and will not schedule rehearsals or performances at venues unable to comply with these standards.

13.1.2

The TSO will make best efforts to supply lockers, storage, dressing room, and lounge facilities which conform to standards acceptable to the Orchestra Committee. The TSO shall ensure that

ample supply of safe drinking water is available wherever the musicians are engaged to rehearse or perform. Musicians shall be responsible for providing their own drinking vessels.

13.1.3

The TSO undertakes to use its best efforts to provide, in its arrangements with Roy Thomson Hall, for the availability of parking in Roy Thomson Hall for monthly pass-holders.

13.2 Outdoor Concerts

A canopy will be provided for all outdoor services. In no circumstances will a musician be required to play if their instrument is in direct sunlight or if the musician or their instrument is in danger of getting wet. Removal of jackets and/or ties, or other alteration of dress for outdoor concerts, will be at the discretion of the Personnel Manager; however, under no circumstances will musicians be required to wear jackets if the onstage temperature twenty (20) minutes prior to the performance is thirty (30) degrees Celsius or higher. The Orchestra shall not be required to perform if the temperature on stage is less than seventeen (17) degrees Celsius or greater than thirty-two (32) degrees Celsius. The TSO will ensure that toilet facilities are available for all outdoor services. It shall be the responsibility of the Personnel Manager to enforce the conditions of this paragraph and to ensure the safety of the musicians and their instruments at all times.

13.3 Hearing Protection

The TSO shall reimburse each Tenured musician up to \$300 for hearing protection, to a maximum of one (1) reimbursement per five (5) years of engagement with the Orchestra.

ARTICLE 14 AUDITIONS

14.1 Introduction

14.1.1

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. The Orchestra Committee will be consulted before any decision is made if consideration is being given to changing current section complement. Auditioning of members of the orchestra or applicants to the orchestra shall be the responsibility of the Music Director, in consultation with audition committees as defined in Article 14.4.1.

14.1.2

It is the function of the Orchestra Committee, TSO/Orchestra Personnel Manager and the TMA to see that the contractual terms of this Article 14 are upheld. Actions with regard to auditions that are not specified in the Article may be agreed to after consultation and agreement between TSO, the Orchestra Committee and the TMA, or, in an emergency, their representatives. It is understood that any deviations from or additions to procedures outlined in this Article 14 must be presented to the TMA and the Orchestra Committee for approval. In cases of emergency or unavoidable delay, the parties may agree to an adjustment of the procedures outlined in Article 14.

The TSO and TMA recognize the ongoing work of the TSO and its processes for diversity, equity and inclusion. Should recommendations from the TSO's external consultants include the audition process, the TSO and TMA agree to subsequent conversations with respect to amending the audition process as it relates to diversity, equity and inclusion.

14.1.3

The TMA and/or the Orchestra Committee may have a representative present at all auditions for the purpose of scrutinizing the votes and procedures. If, in their opinion, a problem or violation occurs, then they will communicate same to the Personnel Manager immediately. Minor variations or errors in the audition procedure, agreed to by representatives of the Audition Committee, Orchestra Committee, TSO and the TMA, present at the audition will not invalidate the results of such audition.

14.2 Definitions

14.2.1

A "Stand-up Audition" is the performance of excerpts and/or solo works in a closed session before the Audition Committee. As part of the TSO's commitment to diversity, equity and inclusion, Audition Committees will make all possible efforts to conclude the audition process utilizing Stand-up Auditions only.

14.2.2

A "With-Orchestra Excerpt Audition" is the performance of excerpts and/or concertos with orchestra.

14.2.3

A "Trial with Orchestra Audition" shall consist of up to two (2) weeks, which shall not necessarily be contiguous, performing in the Orchestra in the position for which the candidate is auditioning. For clarity, candidates will be engaged as per this agreement for the weeks that they perform with the orchestra.

14.2.4

Promotion to the next round (e.g., from preliminaries to semi-finals to finals) requires a vote to hear again. In all "Stand-up Auditions" within the Preliminary, Semi-Final and Final Auditions, candidates will be promoted if they obtain a tie vote or greater. In all votes, there shall be no abstentions, except as detailed in Article 14.9.2. Any spoiled ballots will result in a revote without further discussion of candidates.

14.2.5

The "Preference Vote" indicates the order of preference of the audition candidates in the opinion of the Audition Committee. Audition Committee members may rank their choices, should they wish to do so.

14.2.6

The Orchestra Personnel Manager and Audition Committee Chair shall be responsible for overseeing all processes relating to that committee, including adherence to appropriate discussion and voting, and the choice of a suitable proctor as per 14.2.7 below.

14.2.7

A “proctor” will be a member of the Orchestra who is not on the Audition Committee. The duties of the proctor will be to assist the candidates onstage, communicate between the candidates and the Audition Committee, and to protect the anonymity of the candidates.

14.3 Publication of Vacancy, Internal Audition, Audition by Invitation, Eligibility Period

14.3.1

Subsequent to the announcement of a vacancy as per Article 14.1.1 an Audition Committee will be formed as soon as is practicable. Each Audition Committee shall elect a Chair by simple majority from its membership. A proctor will be chosen at the formation of each Audition Committee.

14.3.2

The repertoire for auditions will be the responsibility of the Chair of the Audition Committee in consultation with the Music Director and section principal.

14.3.3

The TSO will make best efforts to schedule auditions to occur not less than seventy-five (75) days after the initial public announcement of the vacancy on the TSO’s website.

14.3.4

- (a) Candidates who are Canadian citizens, landed immigrants or have the proper authorization from Immigration Canada and/or Human Resources and Social Development Canada to work for the TSO may be advanced directly to the semi-final audition at the discretion of the Audition Committee.
- (b) Candidates who have achieved a high placement (Category Prize Winners, including First or Second Place, Honorable Mention or Outstanding Instrumentalists) in the Sphinx Orchestral Partners Auditions Excerpt Competition in the last two (2) years, will be advanced directly to the Semi-Final Audition.
- (c) Candidates may be advanced directly to the "Trial with Orchestra" Audition provided that there has been consultation and agreement with the Music Director, the appropriate Audition Committee, the Orchestra Committee and the TMA. Once in the audition stream, there must be adherence to all procedures and steps outlined in Article 14.9 - Final Audition Procedure.

14.3.5

The Music Director may invite a musician to fill a vacancy in the Orchestra without a mandatory audition provided there has been consultation with and agreement by the TMA, the appropriate Audition Committee, and the Orchestra Committee. If the invited musician is a returning member who has achieved tenure but has resigned from the TSO, then they may return to the TSO with full tenure pending the approval of the Music Director, the relevant Audition Committee, the Orchestra Committee, and the TMA. For clarity, this process must include an eligibility vote by the Audition Committee and Music Director.

14.3.6

When a vacancy occurs among the non-rotating stands in the string sections, members of the section involved, who so wish, will be given the opportunity of auditioning for the vacancy. Said musicians will audition before the Audition Committee and the Music Director. For clarity, such an audition may occur as part of the larger audition process. Voting procedures will follow standard procedure as outlined in Article 14 of the General Agreement.

14.3.7

Applicants from within the Orchestra will be exempt from all Preliminary and Semi-Final auditions. Any other musician may be exempted from Preliminary and Semi-Final auditions at the discretion of the Audition Committee and Music Director.

14.3.8

Should a candidate be declared eligible in an audition, the status of such eligibility will remain in effect for a period of twelve months. Should there be a subsequent vacancy in the Orchestra (including the possibility of a vacancy created by a member winning another position in the Orchestra); the candidate who is deemed eligible may be allowed to fill the vacancy without further audition. If more than one (1) candidate is eligible, then the Music Director, after consulting the appropriate preference vote records, may choose a candidate to fill the vacancy.

14.3.9

Should the winning of a Final Audition by an Orchestra member create a subsequent vacancy, the Music Director may, after consultation with and agreement by the Audition Committee, engage any other eligible candidate for that vacancy. Such vacancy can only be filled on a temporary basis until such time as the Orchestra member has passed the final review in their probationary period.

14.4 Make-up of Audition Committees

14.4.1

All Audition Committees shall be comprised of an odd number of not less than nine (9) musicians. Any additional musicians required to serve on the Committee as set out below shall be chosen by the Music Director or their designate in consultation with the relevant section Principal, or in the absence of the Principal, the Associate Principal or Assistant Principal. All

tenured musicians are contractually obligated to participate in the audition procedure unless they can show an unavoidable scheduling conflict.

In articles (b) to (v) below, "serving in rotation" means to serve on the Audition Committee throughout the entire audition procedure until the position is filled. When selecting one (1) or more additional musicians to fill unspecified Audition Committee roles below, the TSO will consider an Orchestra member's relevance to the position being auditioned as well as the desirability of gender balance on Committees.

- (a) **Concertmaster:** Associate Concertmaster, Assistant Concertmaster(s), all other String Principals, Principal Oboe, Principal Horn and two (2) other Principals from any other sections of the Orchestra.
- (b) **Principal String Players:** Concertmaster, other String Principals, the Associate and Assistant Principal of the section in question, and three (3) to four (4) other members of the relevant section serving in rotation based on alphabetical order by last name tracked by the Personnel Office.
- (c) **Associate and Assistant Concertmasters, Associate and Assistant Principal Second Violin:** Concertmaster, other String Principals, Associate Concertmaster(s), Assistant Concertmaster(s), Associate Principal Second Violin, Assistant Principal Second Violin and four (4) other violinists serving in rotation based on alphabetical order by last name tracked by the Personnel Office.
- (d) **Associate and Assistant Principal Viola, Associate and Assistant Cello, and Associate Double Bass:** Concertmaster, other String Principals and four (4) other members of the relevant section serving in rotation based on alphabetical order by last name tracked by the Personnel Office.
- (e) **Violins:** Concertmaster(s), Associate Concertmaster(s), Assistant Concertmaster(s), other String Principals, Associate Principal and Assistant Principal Second Violin, and three (3) to four (4) violinists serving in rotation based on alphabetical order by last name tracked by the Personnel Office.
- (f) **Violas, Cellos, and Double Bass:** Concertmaster, all String Principals, Associate Principal of the section in question and three (3) other members of the relevant section serving in rotation based on alphabetical order by last name tracked by the Personnel Office.
- (g) **Principal Flute, Oboe, Clarinet, or Bassoon:** remainder of the section in question, other Woodwind Principals, Principal Horn, Concertmaster and Principal Cello or one (1) additional woodwind player.
- (h) **Associate Principal Flute, Oboe, Clarinet, or Bassoon:** remainder of the section in question, Associate Principal Woodwinds, and the three (3) remaining Principal Woodwinds.
- (i) **Section Flute, Oboe, Clarinet, or Bassoon:** remainder of the section in question, Woodwind Principals, Principal Horn, plus two (2) additional woodwind players.

- (j) **Principal Horn:** remainder of section, Principal Trumpet, Principal Trombone, Concertmaster, Timpani or Percussion, one (1) additional brass member, two (2) Woodwind Principals.
- (k) **Associate Principal Horn:** remainder of section, Principal and Associate Principal Trumpet, Principal or Associate Principal Trombone, Concertmaster, one (1) Woodwind Principal, and one (1) Associate Woodwind Principal.
- (l) **Section Horn:** remainder of section, Principal or Associate Principal Trumpet, two (2) Woodwind Principals and Principal or Associate Principal Trombone.
- (m) **Principal Trumpet:** remainder of section, Principal and Associate Horn, Principal Trombone, Concertmaster, Timpani or Percussion, one (1) additional brass player, and two (2) Woodwind Principals.
- (n) **Associate Principal Trumpet:** remainder of section, Principal and Associate Principal Horn, Principal or Associate Principal Trombone, Concertmaster, one (1) Woodwind Principal, and one (1) Associate Woodwind Principal.
- (o) **Section Trumpet:** remainder of section, Principal and Associate Principal Horn, Principal Trombone, two (2) Woodwind Principals, and one (1) additional brass player.
- (p) **Principal Trombone:** remainder of section, Principal and Associate Principal Horn, Principal and Associate Principal Trumpet, Timpani or Percussion, one (1) Woodwind Principal, Tuba, and one (1) additional player.
- (q) **Associate Principal Trombone:** remainder of section, Principal and Associate Principal Horn, Principal and Associate Principal Trumpet, one (1) Woodwind Principal, Tuba, and one (1) additional player.
- (r) **Bass Trombone:** entire trombone section, Principal Timpani, Principal Trumpet, Principal Horn, Principal Bass, one (1) additional member of the brass section, and Contrabassoon.
- (s) **Principal Tuba:** entire trombone section, Principal Timpani, Principal Trumpet, Principal Horn, Principal Bass, one (1) additional member of the brass section, and Contrabassoon.
- (t) **Principal Timpani:** entire percussion section, Harp, Concertmaster, Principal Bass, Principal Trumpet, Principal Horn, and Tuba.
- (u) **Percussion (all positions including Assistant Principal Timpani/Percussion):** remainder of section, Principal Timpani, Harp, Concertmaster, two (2) Brass Principals, plus two (2) other Principals from any other sections of the Orchestra.
- (v) **Harp and Keyboard:** Keyboard or Harp, Principal Timpani, Concertmaster, one (1) other string Principal, Principal Percussion, Principal Flute, Principal Horn, plus one (1) additional Woodwind and one (1) additional Brass Principal.

14.4.2

Where Woodwind Principals are designated, their designation shall mean Woodwind Section Principals (i.e., not piccolo, English Horn, etc.). All allowable options designated are at the discretion of the Music Director unless otherwise indicated.

14.4.3 For Preliminary Auditions Only

If there are too many audition candidates to be heard conveniently by one (1) Audition Committee, then the Audition Committee will be enlarged, in order to divide into two (2) same-numbered groups. The extra musicians are to be chosen by the Music Director or their designate in consultation with the Chair of the Audition Committee. The Audition Committee will then be split into two (2) Audition Committees of equal size. When the number of candidates is reduced, either through attrition or through the Preliminary round, to a number practicable for one (1) Audition Committee, the Audition Committee will then return to the original Committee.

14.5 Conflict of Interest Guidelines

14.5.1

It is understood that a player on notice of non-renewal, who has submitted their resignation or transition to retirement, 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 TMA and the Orchestra Committee.

14.5.2

A musician whose position is being filled may not serve on the Audition Committee for their own replacement except in the case of a vacancy created by that musician's promotion within the Orchestra.

14.5.3

An Orchestra member who has made an application for and/or auditioned for a position being auditioned within the Orchestra may not serve on the Audition Committee for that position unless agreed upon by the Orchestra Committee and TMA.

14.5.4

A musician shall recuse themselves from the Audition Committee if they have a familial or domestic relationship with a candidate, or in other cases where the musician's presence compromises, potentially compromises, or could reasonably be seen to compromise the impartiality of the audition process. If the musician does not recuse themselves in such circumstances, then the Vice-President & Chief of Staff will have the authority to remove the musician. A musician may not proctor any audition for which a family member is a candidate.

14.6 Candidate Screening Process

Members of the Audition Committee will be informed when applications are available for review. It is then the obligation of the Audition Committee to determine which of the following screening methods is appropriate:

(a) **Recorded Screening:** The Audition Committee will review all application forms to determine:

(i) which candidates will be invited to a Preliminary Audition;

(ii) which candidates, if any, will be advanced as per Article 14.3.4 and 14.3.7; and,

(iii) which candidates will be required to submit an audio-visual recording of excerpts to the Personnel Office in order to be considered for a Preliminary Audition. A Recorded Screening Sub-Committee consisting of the Chair of the Audition Committee plus an additional two (2) Members of the Audition Committee selected by the Chair, will be required to adjudicate the recorded screenings. The Personnel Office will anonymize the submissions for distribution to the Sub-Committee members, including the removal of video. A majority vote is required to invite a candidate to the Preliminary Audition. For clarity, candidates receiving less than a majority vote shall be considered as rejected. Furthermore, if a candidate declines to submit a recorded screening or their recording is not received by the deadline as set forth by the Personnel Office, they shall be considered as rejected. If a candidate, who has been rejected during the Recorded Screening process, still wishes to play the Preliminary Audition, then they will not be allowed to do so. Candidates will be so informed.

(b) **Application Form Screening:** The Audition Committee will examine and screen all application forms to determine:

(i) which candidates will be invited for a Preliminary Audition;

(ii) which candidates, if any, will be advanced as per Article 14.3.4 and 14.3.7; and,

(iii) which candidates will be rejected on the basis of their Application Form. If any member of the Audition Committee wishes to hear an applicant who was initially proposed to be rejected, then the applicant concerned shall be invited to the Preliminary Audition. If a candidate, who has been rejected during the Application Form Screening process, still wishes to play the Preliminary Audition, then they will be allowed to do so.

If any member of the Audition Committee wishes to hear an applicant who was initially proposed to be rejected, then the applicant concerned shall be invited to audition. Members of the Audition Committee who do not screen applications by the deadline set by the Personnel Office will be taken to have abstained from the screening process.

14.7 Preliminary Audition Procedure

14.7.1

A screen will be used for all Preliminary Auditions.

14.7.2

Each candidate who plays a Preliminary "Stand-up Audition" as defined in Article 14.2.1 will be heard in at least two (2) audition excerpts. An applicant's audition may be terminated at any time after the two (2) audition excerpts if the candidate does not meet the standards of the Orchestra. Candidates will be informed of this policy prior to the audition.

14.7.3

Preliminary Audition Committees may be split in accordance with Article 14.4.3.

14.7.4

After the Preliminary Audition round, a vote will be held on whether or not to promote the candidate(s) to the Semi-Final round. A tie or a simple majority vote promotes the candidate to the Semi-Final round. Should any candidate miss advancing by one (1) vote, a second secret ballot vote shall be held on whether or not to promote the candidate(s) to the Semi-Final round. For clarity, the Committee will only vote again on the candidate(s) who miss advancing by one (1) vote.

Discussion may be held in advance of the Preliminary round to review expectations and goals for the audition. It is understood that discussions (if any) during the audition process are for the purposes of creating better understanding amongst the Committee members of general musical interpretation. Committee members shall not be permitted to discuss individual candidates. Participation in discussions is optional.

Where there are four (4) or fewer candidates including byes for the Semi-Final audition, the Audition Committee may vote to proceed directly to the Final Audition, as per Article 14.9.1.

14.8 Semi-Final Audition Procedure

14.8.1

Successful candidates from the Preliminary Auditions will proceed to the Semi-Final "Stand-up Audition" (Article 14.2.1), for which the Music Director may be present at their sole discretion. A screen will remain in place throughout the Semi-Final Auditions.

14.8.2

Following the Semi-Final audition a vote will be taken as to whether or not to promote the candidate to the Final Audition as per Article 14.9. Each member of the Audition Committee and, if in attendance, the Music Director will cast one (1) vote. A tie or simple majority vote promotes the candidate to the Final Audition, for which the Music Director will be present.

Should any candidate miss advancing by one (1) vote, a second secret ballot vote shall be held on whether or not to promote the candidate(s) to the Final round. For clarity, the Committee will only vote again on the candidate(s) who miss advancing by one (1) vote.

Discussion may be held in advance of the Semi-Final Round to review expectations and goals for the audition. It is understood that discussions (if any) during the audition process are for the purposes of creating better understanding amongst the Committee members and Music Director, if present, of general musical interpretation. Committee members shall not be permitted to discuss individual candidates. Participation in discussions is optional.

14.9 Final Audition Procedure

14.9.1

A screen will remain in place throughout all “Stand-up Auditions” within the Final Audition.

There may be one (1) or more "Stand-up Auditions" (Article 14.2.1) rounds as needed by the Music Director, in consultation with the Audition Committee. If necessary, a vote shall follow each Stand-up Audition round to determine whether a candidate, or candidates, shall be promoted to subsequent Final rounds. Each member of the Audition Committee and the Music Director will cast one (1) vote. A tie or simple majority vote promotes the candidate to subsequent rounds.

Discussion may be held in advance of the Final round to review expectations and goals for the audition. It is understood that discussions (if any) during the audition process are for the purposes of creating better understanding amongst the Committee members and Music Director of general musical interpretation. Committee members may discuss individual candidates at any time during the Final round. Participation in discussions is optional.

Following the conclusion of the “Stand-up Audition(s)”, the Music Director, in consultation with the Audition Committee, will determine which of the following steps is appropriate:

- (a) The Audition Committee and Music Director will take an eligibility vote. Each member of the Audition Committee and the Music Director will cast one (1) vote.
- (b) The Audition Committee and the Music Director will take a vote to determine if the candidate should be heard in one of the following two scenarios [(i) or (ii) below], which may occur concurrently. Each member of the Audition Committee and the Music Director will cast one (1) vote.
 - (i) The candidate(s) may be asked to complete a “With-Orchestra Excerpt Audition” as per Article 14.2.2. Following this audition, the Music Director, in consultation with the Audition Committee, may decide to proceed to (ii) or take an eligibility vote.
 - (ii) The candidate(s) may be invited to a “Trial With Orchestra Audition” as per Article 14.2.3.

14.9.2

A candidate will not be required to perform (i) or (ii) above more than once. The eligibility vote will only be held when the Music Director, in consultation with the Audition Committee, is satisfied that they have heard enough of the candidate(s).

If a Committee member is unavoidably absent for a candidate's "With-Orchestra Excerpt Audition" or "Trial with Orchestra Audition", they will abstain from the subsequent eligibility vote for that candidate. Each abstention reduces by one (1) the number of votes eligible to be counted for the purposes of determining majorities, ties or unanimity in Audition Committee balloting.

A preference vote must be taken if there is more than one (1) eligible candidate. Each member of the Audition Committee and the Music Director will cast one (1) vote. If a Committee member abstained from any eligibility vote(s), they will also abstain from the preference vote. Each abstention reduces by one (1) the number of votes eligible to be counted for the purposes of determining majorities, ties or unanimity in Audition Committee balloting.

The Music Director may offer the position to an eligible candidate taking into consideration the preference vote if there is more than one (1) eligible candidate.

If the position is not offered, then the TSO shall convene with the Music Director and the Audition Committee immediately to determine the next steps.

When multiple positions have been advertised, another discussion and eligibility vote(s) may take place to determine if any of the candidate(s) is qualified for any subsequent position(s), whether or not one is currently vacant.

When a second ballot has been tallied for the subsequent position(s), candidates receiving a positive majority will be eligible to fill a vacancy as per Article 14.3.8.

14.9.3 Final Audition Voting

The Music Director will take under advisement the results of eligibility and preference votes. In no case, will the TSO engage a candidate who receives less than a majority eligibility vote at the Final Audition. When the Music Director does not concur with a favourable eligibility vote for a candidate by the Audition Committee in the Final Auditions, the Music Director shall provide an explanation of the basis of their decision to the assembled members of the Audition Committee.

14.9.4

Each candidate will be informed of the result of the Audition within 24 hours of their eligibility vote.

14.10 Obligations of Committee Members

All Audition Committee members must take part in auditions unless excused through the following procedure:

- (a) The Orchestra Personnel Manager shall inform the members of the Audition Committee of the date of the Audition as soon as it has been determined.
- (b) Any Audition Committee member who has a conflict with the audition dates shall give notice of such conflict to the Orchestra Personnel Manager as soon as possible after having been advised of the audition dates. A player who so notifies the Orchestra Personnel Manager and who has a conflict may be excused from the Audition. Permission to be excused from participation in an Audition Committee will not be unreasonably withheld.
- (c) It shall be the responsibility of the Orchestra Personnel Manager in consultation with the Music Director and the Chair of the Audition Committee to find a suitable replacement for any Audition Committee member who is unable to attend.

14.10.1 Obligation of Committee Members/Confidentiality

Proceedings of all Audition Committees must be kept strictly confidential by every member of the Audition Committee, including the Music Director, and every representative designated under Article 14.1.3 and 14.11.2 and the Personnel Office. This includes, but is not limited to prohibiting the personal use of electronic devices throughout the audition process.

Vote counts, Committee discussions, and the opinions of other Committee members are strictly confidential at all times during and after the audition process. Audition personnel shall not reveal this information to those not on the Audition Committee, including candidates and members of the Orchestra. Vote counts, when requested, will only be revealed to the Music Director.

Expectations of confidentiality will be communicated by the Personnel Office before each audition. Violation of confidentiality is a serious misconduct and may be subject to disciplinary action.

Audition Committee members must complete unconscious bias training every three (3) calendar years prior to the commencement of the audition process.

14.11 Audition Pay and Auditing

14.11.1

The Symphony will pay 2% of weekly scale per hour to each member of the Audition Committee and the proctor who participates in the audition process.

14.11.2

Any member of the Orchestra may audit any audition, provided that they sit apart from the Audition Committee and absent themselves from all discussions and votes of the said Audition Committee.

The CEO of the TSO or their designate may audit any audition, including all discussions and votes of the Audition Committee.

14.12 Introduction and Striking of Library Audition Committee

14.12.1

It is the task of TSO, and the Music Director, in consultation with the Audition Committee to establish which of the audition candidates, in their opinion, are eligible to become a librarian of the TSO. It is from this group of eligible candidates that the Music Director in consultation with TSO may select a qualified candidate to fill the vacancy.

14.12.2

The positions of Principal Librarian and any other librarian covered under the terms of this Agreement will be filled by means of the screening, written examination, and oral interview procedures outlined below. The audition process will assess the qualifications and suitability of candidates for these positions.

14.12.3

The Library Audition Committee shall consist of the following: Principal Librarian, or in the event of a Principal Librarian vacancy, any other librarian covered under the terms of this Agreement, Concertmaster, four (4) Orchestra members elected by the full Orchestra, two (2) members of the Orchestra management staff chosen by the Music Director, and the Orchestra Personnel Manager. The Music Director will act as chair for all meetings if available; if the Music Director is not available, then their designate will act as chair for all meetings.

14.12.4

Notwithstanding Article 14.4.2, a Librarian may serve on the Audition Committee for their own replacement if so invited by the Audition Committee.

14.12.5 Definitions

14.12.5.1

The Preliminary Librarian Audition Committee consists of the screening of applications of the candidates for the position.

14.12.5.2

The semi-final audition consists of the writing and subsequent grading of an examination set by the members of the Audition Committee in Article 14.12.8.

14.12.5.3

The final audition consists of an oral interview and examination given by the TSO and members of the Audition Committee.

14.12.6 Publication of Opening, Internal Audition, Audition by Invitation, Eligibility Period

14.12.6.1

The content of the written examination, the time period during which the examination is to be written, the grading scheme of said exam, and the interview will be the responsibility of the Music Director in consultation with one (1) or two (2) representatives from Management and an equal number from the Orchestra. In the case of an opening for any librarian other than Principal, one (1) of the representatives from the Orchestra for the setting of the examination will be the Principal Librarian. In the case of a vacancy for Principal Librarian, any other librarian will serve on the Audition Committee as one (1) of the representatives from the Orchestra.

14.12.6.2

Candidates may be advanced directly to the final audition provided that there has been consultation and agreement with the Music Director, Orchestra Committee, TSO, and the TMA. Once in the audition stream, all procedures and steps regarding the Final Audition Procedure must be adhered to.

14.12.6.3

A candidate may be invited to fill the vacancy without mandatory audition provided there has been consultation and agreement with the Music Director, Orchestra Committee, TSO, and TMA.

14.12.7 Preliminary Audition Procedure (Screening of Application)

14.12.7.1

The screening procedure constitutes the Preliminary Round of Library auditions. If a candidate is rejected by the Audition Committee during the screening process, and said candidate wishes to proceed to the semi-final round, then they will be allowed to do so.

14.12.8 Semi-Final-Written Examination Round

14.12.8.1

If possible, the candidates will write the examination in Toronto under the supervision of persons, hereinafter called scrutineers, designated by the Audition Committee.

14.12.8.2

In the event that it is not feasible for a candidate to write the examination in Toronto, then the candidate may write the examination elsewhere in a controlled environment, such as an office of a Local of the CFM or a university. The Audition Committee, or a duly appointed designate of the Audition Committee, will consider the circumstances of such candidates and come to a decision concerning the appropriate writing venue and scrutineers.

14.12.8.3

The examination will be written by the candidates in a closed room without the aid of notes, reference materials, or any other outside sources of information. Contravention of these terms

may result in the disqualification of the candidate.

14.12.8.4

The Audition Committee will schedule the time period within which all the examinations must be written by the candidates, taking into account Orchestra schedules, tour, and other exigencies, as required.

14.12.8.5

The Audition Committee will ensure that the examination scrutineers are in possession of the examinations in sufficient time to allow all candidates to write the exam within the prescribed period. Enclosed with the examination will be detailed instructions on the administering of the exam including the time deadlines for the writing and return receipt of the exam.

14.12.8.6

The Audition Committee will decide upon the proper procedures to ensure the security and timely return of the written examinations to the TSO.

14.12.8.7

A deadline will be set for the return of all the examinations although the Audition Committee has the discretion to accept examinations received after the deadline should the circumstances of the individual candidate warrant such late receipt.

14.12.8.8

The examinations will be graded by one (1) or more representative(s) of Management serving on the Audition Committee and an equal number of members of the Orchestra serving on the Audition Committee. The grading will be done according to the set answers and the grading scheme. The grading of the examinations will be completed as soon as possible after the receipt deadline.

14.12.8.9

After the grading and discussion of the written examination results, the Audition Committee will vote by secret ballot on whether or not to promote the candidate to the interview round. Following such a ballot, any member of the Audition Committee may request one (1) additional ballot for a candidate or candidates who missed advancing by one (1) vote.

14.12.8.10

After the semi-final written examination is held, discussion on the candidates will be held. The questions, answers, and grading scheme of a written examination will be set in accordance with Article 14.12.6.1 above, and will be administered to all candidates, except for those who have been advanced to the final round.

14.12.9 Final Audition Procedure-Interview and Oral Examination

14.12.9.1

The interview round of the audition will take place in Toronto. Each candidate will be interviewed in the presence of the entire Audition Committee. The Chairperson of the Audition Committee and TSO will preside over the interview.

14.12.9.2

Immediately following each interview, there will be a brief open discussion of the candidate's interview and written examination. Due to the potential of the passing of long periods of time between the interviews, a brief written summary of the assessment of each candidate will be made by a designated member of the Audition Committee

14.12.10 Audition Pay

Members of the Library Audition Committee will receive live audition pay at the rate of 2% of weekly scale per hour for one (1) Orchestra member. The total number on this committee is not to exceed nine. Audition Committee members will be paid for the time actually spent in the interview process and discussion thereof; members of the Audition Committee who spend additional time, if any, preparing and marking the examination will receive an additional 50% of the individual fee so calculated for this additional work.

14.12.11

For certainty, Article 14.11.2 - auditing of auditions - does not apply to library auditions.

ARTICLE 15 GRANTING TENURE

15.1

Granting tenure shall be the responsibility of the Music Director, in consultation with the Review Committees as defined in Article 15.3. The standard tenure process is a two-year probationary period, as outlined below. Within two (2) weeks of the final review in the first probationary period (i.e. Year 1b), the TSO will notify the non-tenured musician in writing whether or not they have been offered a contract for Year 2 and, in the case of the final review (i.e. Year 2b), whether or not the musician has received tenure in the orchestra.

15.2 Reviews

15.2.1

A total of four meetings will take place during the tenure review process.

- (a) For a non-tenured musician whose tenure process begins at the start of the season, these meetings are:

- Year 1 (a) A progress report before December 15
 - Year 1 (b) A review meeting to determine whether a contract for Year Two will be offered. This meeting will take place as soon after 16 weeks as is practicable.
 - Year 2 (a) A progress report before December 15
 - Year 2 (b) A review meeting to determine whether tenure will be granted. This meeting will take place as near as possible to one year after the Year 1 (b) meeting.
- (b) For a non-tenured musician whose tenure process begins in January of the season, these meetings are:
- Year 1 (a) A progress report before April 15
 - Year 1 (b) A review meeting to determine whether a contract for Year 2 will be offered. For clarity, Year 2 will be a calendar year of January - December. This meeting will take place by November 30, or as soon after 16 weeks as is practicable.
 - Year 2 (a) A progress report before April 15
 - Year 2 (b) A review meeting to determine whether tenure will be granted. This meeting will take place as near as possible to one year after the Year 1 (b) meeting.

15.2.2

In each of the two probationary periods, there shall be consultation between the appropriate Tenure Review Committee and the Music Director, followed by a consultation between the Music Director and the non-tenured musician advising them of their progress, be it satisfactory or not. This consultation will take place before December 15 for musicians whose tenure process begins at the start of a season and before April 15 for a musician whose tenure process begins in January. This is referred to as a "progress report" in Article 15.2.1 and represents Year 1 (a) and Year 2 (a).

15.2.3

In the first probationary period there shall be a review of each non-tenured musician by the appropriate Tenure Review Committee and the Music Director as soon as is practicable, and preferably after sixteen (16) weeks of playing their respective position with the Orchestra as per Article 15.2.5 below. This is referred to as a "review meeting" in Article 15.2.1 and represents Year 1 (b).

In the second probationary period there shall be a review of each non-tenured musician by the appropriate Review Committee and the Music Director as near as is practicable to one year from the date of the review in the first probationary period. This is referred to as a "review meeting" in

Article and represents Year 2 (b).

15.2.4

Following each review and after open discussion, the Tenure Review Committee and Music Director will vote by secret ballot. The Music Director will take the vote result under advisement before making a decision. The Music Director may offer a contract only to a non-tenured musician who receives a positive majority vote.

15.2.5

Prior to being offered a contract for Year 2, a non-tenured musician must have amassed a minimum of sixteen (16) complete weeks playing in their respective position with the Orchestra. A non-tenured musician's probationary period will commence from the first week they perform in the respective position they have secured.

15.2.6

Similarly, all members of the Tenure Review Committee (aside from the Music Director) must have had the opportunity to hear the non-tenured musician on probation for a minimum four-month period before the Year 1 (b) vote takes place. If this is not the case (due to illness, sabbatical, etc.), then it will be brought to the attention of the Music Director who may request that an alternative member be assigned to the Tenure Review Committee.

15.2.7

Notwithstanding the terms of Article 15.1, it is recognized that certain compelling situations may arise that would merit either truncating or extending the standard two-year tenure period. The Tenure Review Committee may vote to modify the term of tenure review under the following conditions:

- (a) **Truncated Tenure Review:** The Tenure Review Committee may vote to truncate the standard two-year tenure review period as outlined in Article 15.2.1, in order to grant the non-tenured musician early tenure. This vote may take place at the 1 (b) or 2 (a) tenure meetings. When the vote for truncated tenure coincides with the Year 1 (b) meeting, the Committee must first determine whether a contract for Year 2 will be offered before voting to truncate the tenure process.

If the vote to offer a non-tenured musician a contract for Year 2 is successful, the Tenure Review Committee may proceed to a vote to truncate the tenure review period and grant the non-tenured musician early tenure. A positive majority vote of at least 75% of the Committee shall be required to truncate the standard two-year tenure period and grant early tenure. For clarity, should the vote to truncate the review period be unsuccessful, the non-tenured musician will still be offered a contract for Year 2.

- (b) **Extended Tenure Review:** The Tenure Review Committee may vote to extend the standard two-year tenure period to a limit of one (1) additional year. This

vote may only take place during the Year 2 (b) meeting. In circumstances where this vote occurs, the vote to extend the tenure review process must take place prior to a vote to offer tenure. A majority vote, and the approval of the Music Director, shall be required to extend the standard two-year tenure period to a limit of one additional year. Should the vote to extend the tenure review process not receive a positive majority and the approval of the Music Director, the Year 2 (b) vote to determine if tenure will be granted will be held as per Article 15.2.4.

15.2.8

The TSO will communicate the results of a non-tenured musician's progress report and tenure review meetings, including any relevant constructive comments, to them in writing within two (2) weeks of each meeting. Prior to sending the comments to the non-tenured musician, the Orchestra Personnel Manager will send a copy to the Chair of the Tenure Review Committee for review. This communication will be provided to the musician in advance of the consultation between the Music Director and non-tenured musician as per Article 15.2.2.

15.2.9

The Music Director, with the Orchestra Personnel Manager in attendance, shall meet at a mutually convenient time with a non-tenured musician who has been denied tenure to discuss this result.

15.3 Review Committees

Tenure Review Committees shall be constituted identically to the positions outlined in the Audition Committees defined in Article 14, with the exception of Tenure Review Committees for section Violin, section Viola, section Cello and section Bass which shall be increased as follows:

- 15.3.1 Violin:** Four (4) additional tenured members of the Violin Section serving in rotation based on alphabetical order by last name tracked by the Personnel Office.
- 15.3.2 Viola:** The remainder of the tenured members of the Viola Section.
- 15.3.3 Cello:** The remainder of the tenured members of the Cello Section.
- 15.3.4 Double Bass:** The remainder of the tenured members of the Double Bass Section.

Tenure Review Committee members who have not completed unconscious bias training as per Article 14.10.1 will be required to complete unconscious bias training prior to participating in the Tenure Review process.

Substitutions, when deemed necessary by the Music Director, may be determined in consultation with the Audition Committee Chair and the Orchestra Personnel Manager.

In all votes taken as part of Article 15, there shall be no option to cast a vote of abstention.

15.3.5

The TMA and/or the Orchestra Committee of the TSO will have a representative present at all reviews for the purpose of scrutinizing the proceedings.

15.4

It is understood that a musician under non-renewal or a non-tenured musician may not serve on any Review Committee; however, because of the instrument involved, a non-tenured musician may serve on a Review Committee with the permission of the TMA and the Orchestra Committee.

15.4.1

In addition, a musician whose position was filled may not serve on the Review Committee for their own replacement except in the case of a vacancy created by that musician's promotion within the Orchestra.

15.4.2

A musician who applied for and/or auditioned for the position being reviewed within the Orchestra may not serve on the Review Committee for that position unless agreed upon by the Orchestra Committee and the TSO.

15.4.3

A musician may not serve on a Review Committee if a member of their family originally took the audition for the position being reviewed, or if the musician recused themselves or was removed from the Audition Committee for the position being reviewed due to any conflict of interest as per Article 14.5.4.

15.4.4

Changes in the membership of the Review Committees will be brought to the attention of the Music Director. Further, the Music Director may appoint alternate members of the Tenure Review Committee.

15.4.5

The CEO of the TSO or their designate may audit any tenure review including all discussions and votes of the Tenure Review Committee.

15.5 Promotion of Tenured Musicians

Should a tenured musician be awarded a different position as a result of an audition or appointment, they will be subject to a review period, which must occur within twelve (12) months of the musician assuming the new position. A Review Committee shall be assembled, constituted identically to the Tenure Review Committee for the new position, as per Article 15.3.

A total of two (2) meetings will take place during the Review process. In summary they are:

- Meeting 1 A progress report as soon as is practicable, and preferably after twelve (12) weeks of playing in their respective position. This meeting is followed by a consultation between the Music Director and musician.

- Meeting 2 A final review meeting to determine whether or not to confirm the musician in their new position. This meeting is to be held as soon as is practicable, and preferably at least twelve (12) weeks of playing after Meeting 1.

The TSO will communicate the results of a tenured musician's progress report and review meetings, including any relevant constructive comments, to them in writing within two (2) weeks of each meeting. This communication will be provided to the musician in advance of the consultation between the Music Director and tenured musician as per the above Meetings.

Following the final review and after open discussion, the Review Committee and Music Director will vote by secret ballot. The Music Director will take under advisement the results of the open discussion and secret ballot vote when determining whether or not to confirm the tenured musician in their new position. Should the musician be confirmed in their new position, their previous position will be considered vacant immediately.

Should the musician not be confirmed in their new position, they shall return to their previous tenured position as soon as is practicable. The TSO will communicate the results of a musician's final review to them in writing within two (2) weeks following such review.

15.6 Obligation of Committee Members/Confidentiality

Proceedings of all Review Committees must be kept strictly confidential by every member of the Review Committee, including the Music Director, and every representative designated under Article 15.3.5 and 15.4.5.

Vote counts, committee discussions, and the opinions of other committee members are strictly confidential at all times during and after the review process. Committee members shall not reveal this information to those not on the Review Committee, including non-tenured musicians and members of the Orchestra. Vote counts, when requested, will only be revealed to the Music Director.

Violation of confidentiality is a serious misconduct and may be subject to disciplinary action.

ARTICLE 16 NON-RENEWALS

16.1 Musicians without Tenure

In the event that the TSO chooses not to offer a contract to a non-tenured musician, such notice of non-renewal must be given in writing as soon as possible after the review, but in no case later than April 1 of either the first or second year of their contract for musicians whose tenure period

begins at the start of a season. For musicians whose tenure period begins in January, notice of non-renewal must be given in writing as soon as possible after review, but in no case later than December 15 of either the first or second year of their contract. In all cases, a copy of such notice sent to the TMA.

16.2 Musicians with Tenure

16.2.1

For the sake of clarity, it is understood that a musician who has achieved tenure is deemed to have tenure as a member of the Orchestra and that any change of position within the Orchestra shall not affect said tenure.

16.2.2

It is recognized that the occasion may arise where, in the judgement of the Music Director, a musician may not be fulfilling the requirements of their position adequately. In such cases it is the desire of the Music Director and the TSO to assist said musician in resolving such problems as they may exist. The following paragraphs of this Article 16.2 apply to tenured players only.

16.2.3 Changes in a Principal Position

In the event that the TSO wishes to change a Principal position, such notice of non-renewal must be given in writing to said musician between February 1st and April 15, and the musician shall complete the season in which the notice is given in their respective position. This change will not affect the musician's tenure with the Orchestra.

16.2.4 Procedure for Non-Renewals

If the Music Director has a concern about the performance of a musician relative to Article 16.2.4, procedure for non-renewal, then the Music Director will meet with the musician as outlined below to discuss the performance standard of the musician. During the first and last season of their contract, the Music Director may not begin the procedure for non-renewal as per Article 16.2.4, for any musician. For clarity, general meetings regarding performance concerns may still occur at any time.

16.2.4.1

In addition to the respective musician, the Chair of the Orchestra Committee and the TMA shall be informed in writing by the Orchestra Personnel Manager that a meeting regarding the musician's performance standard is being held. The Chair of the Orchestra Committee and the TMA shall be informed in writing of each meeting throughout the non-renewal process.

16.2.4.2

The Orchestra Personnel Manager shall schedule meetings as follows and make written reports on each meeting with a copy provided to the musician:

- (a) First Meeting – at any time after October 1, but no later than February 15.

- (b) Second Meeting – two (2) to four (4) months after the First Meeting. This is a progress report. For clarity, the two to four month period will be counted during the Orchestra's contracted season.
- (c) Third Meeting – two (2) to four (4) months after the Second Meeting. For clarity, the two to four month period will be counted during the Orchestra's contracted season. At this Third meeting, one (1) of the following actions must be taken:
 - (i) The Music Director informs the musician that an appropriate musical standard has been achieved.
 - (ii) The Music Director informs the musician that they will receive notice of non-renewal. In this case, formal written notice of non-renewal shall be provided to the musician within two weeks of the Third Meeting. A copy of the notice will be provided to the TMA.
 - (iii) In an exceptional case, a grace period may be provided. In this case the Music Director shall inform the musician that they are progressing in a satisfactory manner, but that the review period will be extended by a period of time to be determined by the Music Director. Such extension shall be limited to no more than two (2) meetings scheduled two (2) to four (4) months apart. At the end of the extended review period the Music Director must proceed with (i) or (ii) above.

16.2.5

If the Music Director is unavailable at the times noted above because they are absent from Toronto, then this schedule may be adjusted to accommodate the presence of the Music Director. Any such adjustments will, however, adhere as closely as possible to the above-noted schedule.

16.2.6 Attendance at Meetings

16.2.6.1

The following are required to attend the meetings for non-renewal:

- (a) the Musician under review.
- (b) the Orchestra Personnel Manager (or their designate in their absence or inability to attend).
- (c) the Music Director.

In addition to the above, the following optional members may attend at the request of the musician under review:

- (a) A member of the Orchestra.
- (b) A member of TSO Management.

16.2.7 Opting Out of the Non-Renewal Process

From receipt of written notice of the First Meeting through to thirty (30) days after the date of the Second Meeting outlined in Article 16.2.4.2(a) and (b), the musician may choose to voluntarily resign from the Orchestra at the end of the current contract and thereby circumvent the process of meetings outlined in 16.2.4.2(b) and/or (c). If the musician chooses this option, then notice must be given in writing to the Orchestra Personnel Manager during the period defined in the preceding sentence. In this case, the TSO may require the musician to cease performing for the rest of the season, although this decision will still entitle the musician to receive an amount equivalent to the musician's current personal contract compensation (including pension and long-term disability, to the extent allowed by the insurance carrier) for the rest of the season. To be clear, this amount is in addition to standard severance pay as outlined in Article 19.1, which shall be paid prior to June 30 of the musician's last season.

16.2.8 Following Non-Renewal

Upon receipt of written notice of non-renewal, the musician shall exercise one (1) of two (2) options:

- (a) The musician shall accept the non-renewal notice. In that event, the musician's contractual relationship with the TSO will conclude at the end of the contracted season in which they receive the notice of non-renewal. By the end of the contracted season, severance pay will be provided to the musician, as required by Article 19. The TSO may require the musician to cease performing for the rest of the season, although this decision will entitle the musician to receive an amount equivalent to the musician's current personal contract compensation (including pension and long-term disability, to the extent allowed by the insurance carrier) for the rest of the season.
- (b) The musician may appeal the non-renewal notice in accordance with Article 18. Whether or not the appeal is successful, the TSO will continue to provide the musician with an amount equivalent to the musician's current personal contract compensation (including pension and long-term disability, to the extent allowed by the insurance carrier) through to the remainder of the season.

ARTICLE 17 DISMISSAL FOR JUST CAUSE (NON-ARTISTIC)

It is recognized that the TSO has the right to dismiss a musician for just cause. Without limiting the generality of the foregoing sentence, examples of just causes are violent, fraudulent, grossly negligent, or grossly insubordinate behaviour. In the case of a dismissal for just cause, the

musician shall not be entitled to an appeal under Article 18 of this Agreement. In order to dismiss a musician for just cause, the TSO must inform the musician of this decision in writing. The TSO has the right to suspend all payments to said musician, who shall have the right to Grievance and Arbitration Proceedings through the TMA as per Article 21 of this Agreement.

ARTICLE 18 APPEALS

18.1

Notwithstanding anything else in this Agreement, the right of appeal in accordance with this Article may be exercised only by those musicians who have tenure. Such a musician may exercise an appeal if they have received a notice of non-renewal, or if their services have in any other manner been terminated, except as provided in Article 17. Appeals shall be submitted to the Board of Directors of the TMA. Any appeal not filed in writing within thirty (30) days of receipt of notice of non-renewal, or other notice, as per Article 16.2.8, shall be deemed to have been abandoned, the time requirement in this Article 18.1 being mandatory.

18.2

Where the Board of Directors of the TMA receives an appeal under Article 18.1, it shall within thirty (30) days instruct the Orchestra to form an Appeal Committee. The Appeal Committee shall consist of the same personnel as the Audition Committee specified in Article 14.1.1 for the instrument and position of the musician under notice of non-renewal. Substitutes for Appeal Committees shall be sought and obtained as per Article 14.9(c). One (1) member of the Appeal Committee shall be elected Chair by majority vote of the Appeal Committee. Any and all votes taken by the Appeal Committee shall be taken by secret ballot, and all members of the Appeal Committee shall vote. The Appeal Committee shall act in good faith and give a hearing to both sides of the appeal, documenting their hearings and discussions.

18.3

Within twenty-one (21) days of its election, the Appeal Committee shall report its findings to the TMA.

18.4

Following discussions with the Music Director the Appeal Committee will make a decision. This decision shall be binding on both parties if the result of the Appeal Committee is substantiated by a seven (7) to two (2) vote or greater majority.

18.5

If the majority decision is less than the seven (7) to two (2) plurality noted above, then both parties to this Agreement agree to discuss the appeals, if they so desire, and in the absence of a mutually agreeable decision being reached after fourteen (14) days, then either party may insist on final arbitration.

18.6

The arbitrator is to be chosen within fourteen (14) days and is a person to be agreed upon by both parties to this Agreement. The arbitrator's decision will be rendered within twenty one (21) days, and is final and binding and not subject to any further appeal.

18.7

Should the appeal be turned down, then effective immediately, the TSO may require the musician to cease playing in the Orchestra for the rest of the season.

18.8

The appeal procedure set out in this Article 18 is exclusive, final, and binding.

ARTICLE 19 SEVERANCE PAY

19.1

To each tenured musician whose contract is not renewed for artistic reasons, in accordance with Article 16 and Article 18, the TSO agrees to issue severance pay. Such severance pay shall be either: an amount equal to 130% of the annual contracted fee of the musician in their final playing year (i.e., the year in which final notice was given), OR an amount equal to 100% of the annual contracted fee of the musician in their final playing year plus a further payment of one thousand dollars (\$1,000.00) per year of service up to and including the final playing year; whichever is greater. Such severance payment, as well as the CFM-Musicians' Pension Fund of Canada contribution or its equivalent for the year in which final notice was given, will be paid according to an arrangement to be mutually agreed between the TSO and the musician.

19.2

If a musician becomes unable to satisfactorily perform the essential duties of their position in the TSO for medical reasons, then the musician must apply for benefits under the disability plan set out in Article 12.1.

ARTICLE 20 RESIGNATION

20.1

In the event that a player sends a notice of resignation to the TSO, a copy must be forwarded to the TMA.

20.2

- (a) Musicians will give written notice of resignation to the TSO on or before March 1 of their final season. While this may not be possible under all

circumstances, musicians will make best efforts to give notice by this date.

- (b) If the musician decides to resign before the end of their Pregnancy/Maternal or Parental Leave, or at the end of the leave, they must give the TSO at least four (4) weeks' written notice of the resignation.

20.3

Musicians with more than twenty (20) years of cumulative service who wish to make a transition to retirement have two options as outlined below in (a) and (b).

- (a) A musician may opt to play a reduced number of weeks in one or two full seasons after which full retirement shall commence. The number of weeks played in each season under this arrangement shall be determined by mutual agreement between the TSO 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 respective musician does not play under this arrangement shall be at the discretion of the TSO in consultation with the Music Director and the respective Section Principal. In the case of a Section Principal applying for Transition to Retirement under this article, replacement during the weeks such Section Principal does not play shall be at the discretion of the TSO in consultation with the Music Director and the Concertmaster.

During the one or two year transition period, the musician's weekly contracted fee will be increased by 20% for the weeks in which their services are provided. In addition, the musician on transition to retirement will also receive their weekly contracted fee for the five full-orchestra non-service periods in each season, though these will be paid at the regular rate and will not include the 20% step-up for the transition to retirement. CFM-Musicians' Pension Fund of Canada contributions will be applied to weeks worked and all applicable non-service periods.

Applications for transition to retirement, option (a), must be submitted in writing to the Director of Orchestra Operations no later than April 1 of the season preceding that in which the proposed transition to retirement shall commence. The details of the agreement (*e.g.*, one or two years, number and designation of performance weeks) will be concluded in writing within 30 days of receipt of the application by the Director of Orchestra Operations. This transition to retirement option, once agreed to in writing by the musician, the TMA and the TSO, is binding and irrevocable thirty (30) days after the execution date of such agreement, unless revoked in writing by the TSO or the musician prior to the thirtieth (30th) day.

- (b) Alternately, a musician may opt to play with the Orchestra for weeks one (1) through twenty (20) in a season, after which full retirement shall commence. At the end of week twenty (20), the musician shall cease to perform with the Orchestra; however they shall receive their weekly contracted fee to the end of the season. In this scenario, the musician shall not be entitled to the benefit of a rotating non-service week, as per Article 9.1 (c), or string relief, as per Article

9.3, if applicable. CFM-Musicians' Pension Fund of Canada contributions will be applied to weeks worked and all applicable non-service periods.

Applications for transition to retirement, option (b), must be submitted in writing to the Director of Orchestra Operations no later than the end of the previous season. This transition to retirement option, once agreed to in writing by the musician, the TMA and the TSO, is binding and irrevocable after the execution date of such agreement.

ARTICLE 21 GRIEVANCE AND ARBITRATION

21.1

Where any musician or group of musicians, the TMA, or the TSO has a dispute, disagreement, or grievance arising out of the operation of the Orchestra under the terms of the Agreement including, but not limited to, the dismissal, discipline or suspension of a musician, or to the interpretation, application, operation or alleged violation of this Agreement, such dispute shall be finally and conclusively settled in accordance with the following grievance and arbitration procedure.

21.2

This procedure will not apply to disputes for which there is already a dispute settlement mechanism in this Agreement.

21.3

STEP 1 - An aggrieved musician or group of musicians may file a complaint through the Orchestra Committee with the Orchestra Personnel Manager and copy the TMA within thirty (30) calendar days of the matter giving rise to the complaint or within thirty (30) calendar days of when the musician should reasonably have become aware of the matter giving rise to the complaint. Upon notice of the musician's written complaint, the TSO shall investigate and render a decision within thirty (30) calendar days, a copy of which will be filed with TMA.

21.4

STEP 2 - If the complaint is unresolved at STEP 1, then a formal grievance may be filed in writing within thirty (30) calendar days of receipt of the TSO's decision as identified in Article 21.3. The Orchestra Committee, musicians and/or the TMA will meet with the TSO within fourteen (14) calendar days and the parties will take appropriate steps to resolve the grievance within thirty (30) days of the formal filing. TMA holds sole carriage over any grievance filed by the Association.

21.5

The TMA or the TSO shall also have the right to file a grievance on their own behalf within thirty (30) calendar days of the matter giving rise to the complaint or within thirty (30) calendar days of when the TMA or the TSO should reasonably have become aware of the matter giving

rise to the complaint commencing at STEP 2 of the above procedure.

21.6

STEP 3 - If the grievance remains unresolved after the conclusion of STEP 2, then only the TSO or the TMA may refer the grievance to an arbitrator for final and binding determination. The TSO and TMA shall select a mutually agreed upon arbitrator within fourteen (14) calendar days. Failing this, an arbitrator will be appointed and the arbitration governed by the *Arbitration Act*, 1991. The fees and expenses of the arbitrator shall be shared equally by both the TMA and the TSO.

21.7

The time period mentioned in Step 2 does not include tours, non-service periods, dark weeks, or similar types of work-based absences of the affected parties. The time limits provided under this grievance and arbitration procedure may be extended only upon mutual agreement of the TMA and the TSO.

21.8

The result of arbitration will be binding upon the parties to this Agreement and the individual musician(s) directly affected thereby.

21.9

A musician may have a representative from the TMA present at any discussion with supervisory personnel which the musician reasonably believes will lead to disciplinary action. Where a supervisor intends to interview a musician for disciplinary purposes, the supervisor shall notify the musician in advance of the purpose of the interview in order that the musician may contact the TMA. This requirement shall not apply to those discussions that are of an operational nature and do not involve disciplinary action. In cases where management has not followed Article 21.9, it will take all reasonable steps to remedy the situation prior to imposing any discipline.

ARTICLE 22 TOURS AND RUN-OUTS

22.1 Definitions

22.1.1

A "Run-out" or "Run-out Concert" is any concert performed outside the City of Toronto but sufficiently close to the City of Toronto to enable the musicians to travel to the concert venue and return to the City of Toronto following the concert without requiring overnight accommodation.

22.1.2

A "Tour" is a trip requiring overnight accommodation on one or more consecutive days.

22.1.3

A "Run-out Week" is any week consisting of three (3) or more run-out concerts. While participating in a run-out week, a musician shall receive tour pay and per diem for those services for which the Orchestra is actually outside the City of Toronto. In any run-out week also containing services inside the City of Toronto, there shall be two (2) days off.

22.1.4

A "Run-out on Tour" occurs when the Orchestra, while on tour in a particular municipality, leaves that municipality on a run-out concert but returns to the particular municipality after the concert.

22.1.5

"Per Diem" is an allowance which will be paid to musicians for run-out concerts and during tour weeks.

22.1.6

"Residency Tour" means a tour of one week or less which is comprised of Residencies in one (1) or two (2) municipalities.

22.2 Per Diems

22.2.1

The amount of per diem to be paid in each year of this Agreement for run-outs and tours within the North American continent shall be equal to the most current National Joint Council Appendix C – Allowances.

22.2.2

When a run-out or tour is to any of the five (5) largest cities in North America or to a location north of the 60th parallel, each musician will receive an increase in the per diem payment noted above of 25%.

22.2.3

Per diem for tours outside Canada and the continental United States will be as described under "Meal Rates" in "Appendix D, Meal Allowances, International" in the travel guidelines issued by the National Joint Council, plus an allowance of 20% for out-of-pocket expenses. In no case, however, shall such per diems be less than the domestic per diem amounts. For a city not covered in this document, per diem shall be that of the nearest city in the same country. The document used shall be the most recently updated version available on the first day of each contract season.

22.2.4 Tour Pay

The amount of 11% of the minimum weekly fee of each orchestral musician shall be paid pro

rata, on a daily basis to each musician for each day or part thereof for which the musician is deemed to be on tour in accordance with Articles 22.1.2 and 22.1.3 above. Tour pay shall be applicable to overtime payment, step-ups and other additional payments.

22.2.5

All applicable tour pay and per diems shall be paid to each musician a minimum of three (3) business days in advance of any tour or run-out.

22.2.6

Management may elect to recover from musicians by deduction from payroll, or otherwise, any unused per diem amounts due to the absence of a musician from any portion of a tour or due to the provisions for meals under Article 22.7(g) below.

22.3 Transportation

22.3.1

The TSO shall provide transportation for the musicians from Roy Thomson Hall to all run-out and tour concerts. When embarking on a run-out on tour, transportation shall be from a location in the municipality being toured, to be determined by the TSO. Any musician wishing to travel on another form of transportation, or at a time other than that planned by the TSO, may do so at the discretion of the TSO and provided that the TSO has been notified in writing at least forty-five (45) days prior to the start of such run-out or tour. Such permission shall not be unreasonably withheld by the TSO. In cases of emergency, the forty-five (45) day provision may be waived.

22.3.2

Transportation provided by the TSO may be by air, train, or the highest quality highway traveller type bus, and must comply with the following:

- (a) When travel is by air the aircraft shall be limited to pressurized jet aircraft operated by a major carrier. Wide-bodied aircraft are to be used whenever practicable. Carriers of choice will include but not be limited to Air Canada, or other national or major airlines. Should alternate modes of air transportation be necessary, such alternate modes will be discussed with the Travel Committee.
- (b) Bus trips may not exceed five (5) hours in duration on any one (1) day. On bus trips of more than two and a half (2½) hours duration, there shall be a ten (10) minute rest stop every two (2) hours which shall be included in the accumulated travel time.
- (c) A one (1) hour meal stop, when required, may or may not be included in the travel time. For clarity, a one-hour meal stop is not required when the TSO supplies a meal of sufficient quality in the view of the Travel Committee which can be consumed while in transit in lieu of the meal stop.

- (d) On international tours, time spent in excess of sixty (60) minutes at border crossings, which time is understood to be beyond the control of the TSO, shall not be included in the accumulated travel time regardless of mode of travel.
- (e) The TSO agrees to insure the life of each musician against accidental death to the extent of Two Hundred Thousand Dollars (\$200,000.00) when on tour or run-outs.
- (f) If, in the TSO's discretion, a musician must return home from tour because of an extreme emergency, then the TSO agrees to defray their transportation costs.

22.4 Travel Scheduling

Travelling is subject to the following provisions:

- (a) There shall be at least thirty (30) hours free between the scheduled arrival of the major carrier on a transoceanic flight with a time change of five (5) or more hours and the scheduled starting time of any service.
- (b) While on tour, travel shall not start before 8:00 a.m. unless discussed and agreed upon with the Travel Committee.
- (c) If travelling later than 1:00 a.m. while on tour, then hotel accommodation must be provided unless otherwise agreed upon by the Travel Committee.
- (d) Travel shall not be permitted after 1:00 a.m. on a run-out unless discussed and agreed upon by the Travel Committee.
- (e) While on a tour, there shall be no travelling after an evening concert except after consultation and agreement with the Travel Committee. When the Orchestra travels after an evening concert, hotel accommodation must be provided up to concert time.
- (f) When a trip of more than (two) 2 hours duration is scheduled, the Orchestra must arrive at least two and one-half (2½) hours before the proposed beginning of any service: while on a run-out, at the concert venue; while on tour, at the hotel or in exceptional cases at the concert hall. Such exceptional cases will be with the approval of the Travel Committee.
- (g) All services scheduled the day after a run-out from which the Orchestra transportation returns to Roy Thomson Hall after 6:00 p.m. shall not start before 12:00 noon.
- (h) Any pair of run-out concerts, occurring on consecutive days, shall be paid as three (3) services. For clarity, this will not apply to "Run-outs on Tour" as per Article 22.1.4 above.
- (i) All run-out concerts which require departures more than five (5) hours before the beginning of the run-out concert, shall be paid for, and counted as, two (2)

services.

- (j) All run-outs over nine (9) hours portal-to-portal shall be considered two (2) services unless departure time prior to the nine (9) hour time span has been discussed and agreed upon by the Travel Committee.
- (k) On any day where the scheduled travel time between departure from the hotel in one city (in the case of travel originating in Toronto, departure from Roy Thomson Hall) to the scheduled arrival time of the carrier in the next city is five (5) hours or more, there shall be no service. When travel is only by bus, this travel time shall be calculated between the hotel in one city (or Roy Thomson Hall) to the hotel in the next city, and shall be not longer than five (5) hours. In unusual circumstances where travel of more than five (5) hours is required, in consultation with the travel committee, one (1) service may take place. In this unusual circumstance, all travel in excess of five (5) hours will be paid pro rata plus 50% per fifteen (15) minutes.
- (l) Where such scheduled travel time is less than five (5) hours and more than three (3) hours, there may be one (1) service. However, should special circumstances, such as but not limited to a broadcast, change of soloist, programme change, or venue require an acoustic rehearsal service, the TSO may schedule a second service on such day, to consist of up to a thirty (30) minute rehearsal service.
- (m) Where scheduled travel time is less than three (3) hours, there may be two (2) services, of which one may be a concert and the other shall be a rehearsal of not more than one (1) hour in duration.
- (n) During tours there shall be no travelling on a free day unless agreed upon by the Travel Committee.
- (o) During Residency Tours as per Article 22.9(b) below, the TSO may schedule five (5) hours of travel on the same day following two (2) one (1) hour School Concerts without penalty or obligation to make overtime payments.
- (p) In the case that actual bus travel time exceeds the maximum allowable scheduled travel time pertaining to Article 22.3.2(b) and 22.4(k) or (l), there will be a 15-minute grace period after which unscheduled bus travel overtime will be paid at a rate of 1/70 of the weekly minimum fee, per 15-minute increment.

22.5 Travel Regulations

TSO will cover the cost of one (1) piece of checked luggage for each musician for any TSO provided flight, provided that musicians adhere to all restrictions dictated by the transportation provider as far as standard checked baggage is concerned. The TSO will inform the musicians of the exact nature of any restrictions as far in advance as possible, so as to allow each musician to make appropriate choices for transport of personal and professional items (including concert dress). If a musician wishes to take an instrument into any mode of transportation and it occupies a seat, then said seat will be paid for by the musician; however, the musician will not be required to pay for the seat if suitable traveling trunks are not provided.

When the Orchestra travels within Canada musicians must inform the TSO in writing at least 30 days prior to departure if they wish to have their professional items transported by the TSO. When the Orchestra travels across international borders, this written notification shall be given within the timeframe set out by the TSO for each tour, which will not be less than 45 days prior to departure. Depending on the mode of transportation, the carrier, and/or the specific requirements for customs clearance, musicians may be required to provide the make, description, serial number, country of manufacture, and value of all professional items, including wardrobe.

Musicians who do not provide the required information within the given timelines will be responsible for arranging their own transportation and customs clearance of their professional equipment, along with any associated costs. It is understood that in view of border crossings and certain customs brokerage regulations, no changes to the written information will be permitted except in the case of an emergency, as determined at the discretion of the TSO.

Unless otherwise designated by the TSO, the Production Manager or Tour Manager shall be the person to notify musicians regarding tour transportation details.

22.6 Accommodation

22.6.1

During a tour, the TSO will provide overnight accommodation of a quality at least equivalent to C.A.A. four-star rating, when possible and reasonably affordable. The hotel will be in the central downtown area of the city being toured. If circumstances do not permit the foregoing, then the quality and location of the accommodation may be altered in consultation with the Travel Committee. Such agreement will not be unreasonably withheld. It is understood that hotel accommodation will be planned for single occupancy. Musicians willing to share accommodation will notify the TSO in writing a minimum of sixty (60) days before the commencement of the tour. Musicians sharing accommodations will receive an increase in per diem payment of half of the cost of one room as billed to the TSO for each night of shared accommodation, unless TSO was not responsible for hotel costs.

22.6.2

Musicians not utilizing said accommodation will so notify the TSO in writing a minimum of sixty (60) days before the commencement of the tour and will provide the telephone number and address of their alternate accommodation. Musicians utilizing their own accommodation will be responsible for their own transportation to and from TSO services. Musicians utilizing alternate accommodation will receive a payment in the amount of the cost of one room as billed to the TSO for each night for which they do not utilize TSO provided accommodation unless TSO was not responsible for hotel costs.

22.7 Per Diems

Meal allowances are to be provided by the TSO only when musicians are actually on run-out or tour. For certainty, the following sets out the obligation of the TSO to provide meal allowances:

- (a) When transportation leaves Roy Thomson Hall between 1:30 p.m. and 6:00 p.m., allowance for dinner and out-of-pocket will be provided.

- (b) When transportation leaves Roy Thomson Hall between 11:00 a.m. and 1:30 p.m., allowance for lunch, dinner, and out-of-pocket will be provided.
- (c) When transportation leaves Roy Thomson Hall prior to 11:00 a.m., allowance for breakfast, lunch, dinner, and out-of-pocket will be provided.
- (d) When transportation returns to Roy Thomson Hall after 5:00 a.m. and prior to 11:00 a.m. in the same morning, an allowance for breakfast will be provided.
- (e) When transportation returns to Roy Thomson Hall prior to 5:00 p.m. but after 11:00 a.m., an allowance for breakfast, lunch, and out-of-pocket will be provided.
- (f) When transportation returns to Roy Thomson Hall after 5:00 p.m., an allowance for breakfast, lunch, dinner, and out-of-pocket will be provided.
- (g) Whenever the TSO provides a meal, the cost of such a meal shall be recovered by the TSO at its option by deduction of the allowance for the meal concerned on that day. Any musician who, for dietary reasons does not wish the meal provided, will, upon prior notification to Management through submission of a meal questionnaire, receive applicable per diem for such meal. If a meal is provided on an air charter or by another travel facility, then the allowance for the meal concerned on that day may be deducted by the TSO at its option. Deduction will not be made when a meal is provided on a regularly scheduled flight.
- (h) For the purposes of this Article 22.7 only, payment of per diem allowances while on tours in the U.S.A. will be in U.S. funds. All other payments, whether required in this Article 22.7 or elsewhere in this Agreement, shall be in Canadian funds.

22.8 Travel Committee

There shall be a Musicians' Travel Committee selected by and from the Orchestra Committee. The TSO will consult with the Travel Committee on all tour plans, including planned repertoire, transportation, accommodation plans, and travel schedules as far in advance as possible of all tours and run-outs, and give serious consideration to the suggestions of the Travel Committee. While on tour, if alterations in the travel arrangements as published in the tour book become necessary due to unforeseen circumstances, then such alterations will be submitted to the Travel Committee for advice and counsel. Travel conditions as set out in this Article 22 may be waived or altered with the consent of the Travel Committee. A Preliminary Itinerary shall be posted and made available sixty (60) days before the planned departure date for each tour or run-out. A Final Itinerary shall be posted and made available to the Orchestra thirty (30) days before the planned departure date of any tour or run-out.

22.9 Services on Tour

- (a) While on tour, there shall be up to ten (10) services in any seven (7) day period as follows: up to six (6) full services (up to 2 ½ hrs), plus four (4) services of up

to one (1) hour in duration. These four (4) one-hour or less services may be acoustic rehearsals (up to 30 minutes), broadcast acoustic rehearsals (up to one hour), "refresher" orchestral rehearsals (up to one hour), or school/education concerts (up to one hour). There shall be no more than six (6) consecutive service days without a day off, which, for certainty, means a day without service or travel.

- (b) For a Residency tour the TSO may schedule up to nine (9) services, provided that no more than four (4) of these are services of up to 2 ½ hours in duration, and the balance consists of one-hour Public School Concerts as per Article 7.2.1, and that there shall be no more than six (6) consecutive service days without a day off, which, for certainty, means a day without service or travel.

22.10 Rehearsals While on Tour or Run-outs

While on tour, rehearsals shall be subject to the following regulations:

- (a) Any rehearsal service, except for acoustic/broadcast acoustic rehearsals, shall be completed at least two and one half (2½) hours before a concert, except after consultation with the Orchestra through the Travel Committee.
- (b) Any service that is scheduled above and beyond the maximums permitted in Article 22.9(a) or 22.9(b) above, will be paid pro rata plus 50% per fifteen (15) minutes. The TSO must obtain permission for such additional services from the Travel Committee, which permission shall not be unreasonably withheld.
- (c) Acoustic rehearsals shall be scheduled to end between thirty (30) and forty-five (45) minutes prior to the start of the concert depending on the time that the audience is permitted entrance to the concert hall.

22.11 Tour Restrictions

22.11.1

During each season covered by this Agreement, there shall be no more than six (6) tour weeks. No single tour in the continental United States and Canada is to exceed four (4) weeks duration. No single tour outside the continental United States and Canada is to exceed four (4) weeks, except by mutual agreement. After a tour of one (1) week or more, the Orchestra must remain at home for two (2) weeks before another tour or run-out, except by mutual agreement. For the purposes of this Article 22, "continental United States" means every state of the Union as well as the District of Columbia, but does not include Hawaii.

22.11.2 Breaks

- (a) The following minimum breaks without services shall occur after tours of the following durations:
 - (i) Four (4) to thirteen (13) days – one (1) day without

service

- (ii) Fourteen (14) to twenty (20) days – two (2) consecutive days without service
 - (iii) Twenty-one (21) or more days – six (6) consecutive days without service
- (b) Days of break without services following a tour may be counted as days off in the week immediately following a tour.
 - (c) The required days off in the tour week may be counted as a day of break without service.
 - (d) Days of break without services following a tour shall not count against the total minimum number of consecutive days off per season, unless a non-service week is scheduled following such tour.

22.12 Medical Practitioner

It is agreed that a medical practitioner shall be provided at all times on tours of one (1) week or more, unless otherwise mutually agreed upon between the Travel Committee and the TSO.

22.12.1 Water on Tour

TSO shall ensure that access to an adequate supply of drinking water is provided on all tours and run-outs. Musicians may be responsible for providing their own drinking vessels; when necessary, the TSO will provide alternate drinking vessels to be discussed in advance with the Travel Committee.

22.13 Special Work Conditions

For tours outside of Canada and the continental United States, and extended out-of-town engagements, any special work conditions that are not covered in this Agreement shall be determined by the TSO following discussions and agreement with the Travel Committee.

22.14

Except as noted in this Article 22, the regular schedule of fees as set out in Article 8.1 shall apply.

22.15

Musicians may request to be excused by the TSO from a tour subject to the usual provisions in Article 12 dealing with sick leave and leaves of absence without pay. Special consideration will be given to applications for leave of absence without pay for family health reasons.

22.16 Medical Insurance on Tour

On a tour outside of Canada, the TSO shall obtain, at its cost, medical insurance coverage for the

Musicians.

22.17 "Catchment-Area" Run-Out Concerts

Notwithstanding the terms and conditions identified elsewhere in this Article 22, on five (5) occasions per season the TSO may schedule "Catchment-Area" run-out concerts as follows:

22.17.1

For run-out concerts taking place within 45 km driving distance of Toronto City Hall, including but not limited to the Municipalities of Mississauga, Brampton, Oakville, Markham, Whitby, and Aurora, these conditions shall apply:

- (a) The TSO will provide bus transportation for all musicians who sign up a minimum of 30 days before the planned run-out.
- (b) In consultation with the Musicians' Travel Committee, the TSO will provide satisfactory meals as required, or appropriate per diem payments. The choice between these alternatives shall be at the discretion of Management. For clarity, out-of-pocket per diem payments will not apply.
- (c) The TSO will not be required to transport instrument or wardrobe trunks. However, the TSO will either provide cartage to any double bass or tuba player performing in the run-out, or reimbursement of up to \$125.00 for concerts taking place a minimum of 5 km outside of Roy Thomson Hall, but not more than 30 km, and reimbursement of up to \$250.00 to destinations greater than 30 km. The choice between these alternatives shall be at the discretion of Management. Reimbursement shall be provided on presentation of receipts and musicians shall make every effort to select the most efficient and cost-effective travel option. If a musician is receiving cartage, they will not be eligible for additional allowances provided in lieu of transportation as per Article 22.17.1(a). For Percussion, Harp, and Library, the TSO will arrange transportation as necessary in consultation with the respective musicians.

22.17.2

For run-out concerts within 150 km driving distance of Toronto City Hall, including but not limited to the Municipalities of Guelph, Barrie, and Kitchener-Waterloo, all of the above conditions stated in Article 22.17.1 shall apply, except that out-of-pocket per diem payments will be made.

22.18

Notwithstanding anything else in this Article 22, in each season covered by this Agreement the TSO shall have the right to schedule one overnight concert to the National Arts Centre in Ottawa, and one overnight concert to the Maison Symphonique in Montreal, without obligation to remit 11% Tour Pay as per Article 22.2.4, provided that all other provisions in this Article 22 shall apply. To be clear, these concerts may be scheduled on two consecutive nights, or they may consist of two separate overnight trips. In the case that another city/cities is added to either or

both of these destinations, then tour pay shall be paid for the additional city/cities, but shall be waived for Ottawa and Montreal.

ARTICLE 23 MEDIA

23.1

- (a) Each musician will be compensated for capture of electronic media, both audio and visual, for scheduled services, within a maximum of fifteen (15) programs, or the equivalent of fifteen (15) programs (this shall be understood to be no more than 30 hours of music) on an annual basis through an Electronic Media Guarantee (EMG). The EMG covers electronic media uses on any TSO-branded platforms including but not limited to, the TSO website, TSO microsites, TSO social media pages, TSO apps, and TSO branded channels for on-demand streaming services (e.g. TSO's YouTube channel), as well as on local radio in the TMA's jurisdiction, for an initial term of three (3) years from the date of release. Upon the expiration of the original term or any renewal term, electronic media content shall be automatically renewed for a one (1) year period unless, at least sixty (60) days prior to the renewal date, either party provides the other party with written notice of its intent for the content to be removed. Orchestra Committee meetings may be used as a vehicle for discussion of content renewal. To facilitate this process, the TSO will share a list of content that will expire or be in a renewal term during that season prior to the start of each season with the Orchestra Committee. Further use, including use outside of TSO branded platforms may be negotiated with the Orchestra Committee. TMA shall be notified in advance of all electronic media recordings done under this Article 23.

- (b) Should the TSO wish to disseminate content outside of TSO branded platforms, the approval process will be as follows. Details of the content and use of content will be shared with the Orchestra Committee Chair and Chair of the Artistic Advisory Committee, TMA and the AFM. Usage and terms will be subject to approval by the two (2) aforementioned musicians, and such approval will not be unreasonably withheld. In the case that TSO does not receive a response from the aforementioned musicians within four (4) days of initial written communication regarding content usage (via email), the usage will be considered to be approved. If the musicians, TMA or AFM provide rules and/or fees required for the use of content within this time frame, then TSO shall not share the content prior to agreeing on and complying with terms. For clarity, if the content proposed for usage outside of TSO platforms does not yet exist, the approval process for the content itself will also apply once it has been created, as outlined in the last paragraph of this Article.

The TSO may distribute up to three (3) minutes of audio/video content that has been captured under the terms of 23.1 (a) to not for profit or publicly funded organizational partners without the approval of the Orchestra Committee/TMA. This content must be utilized for promotional use only and the Orchestra

Committee must be notified of the dissemination no more than four (4) days in advance. This content will be subject to an approval process as per Article 23.1(j).

Organizational partners are defined as those that directly benefit the TSO without resulting in financial gain for external parties. Partners should align with the TSO's values and mission.

- (c) Select services may be captured for streaming on TSO platforms for closed audiences. Streaming will only take place on TSO platforms (no files will be transferred to the end user), and be available for a maximum of ten (10) days immediately following the service. These services will be included in the 30 hours at Article 23.1(a). A B7 form shall be filed with the TMA for all work done under this clause within thirty (30) days of the completion of the service. The B7 form filed will not be utilized as a supplementary contract with additional payments, but rather utilized for tracking purposes by the CFM. Such tracking reports will be shared on an annual basis with the TSO and TMA.
- (d) For clarity, Canadian Broadcasting Corporation (CBC) broadcasts are not covered under Article 23.1.
- (e) In addition to the above programs, the EMG covers up to a maximum of two (2) commercially-released audio recordings each season, as per the terms outlined in the Symphony, Opera or Ballet Live Recording Agreement (LRA). In addition, up to two (2) services per season may be used as "patch sessions" for the aforementioned LRA recordings without further compensation. Patch sessions must occur within one week of the final concert. A B15 form shall be filed with the TMA for all work done under 23.1(e) within thirty days of the completion of the recording session. The B15 form filed will not be utilized as a supplementary contract with additional payments, but rather utilized for tracking purposes by the CFM. Such tracking reports will be shared on an annual basis with the TSO and TMA.
- (f) The EMG payment for the 2024/2025 season will be \$1,300.00, payable no later than week three (3). The EMG payment for the 2025/2026 season will be \$1,400.00 and will be payable no later than week three (3). The EMG payment for the 2026/2027 season will be \$1,750.00 and will be payable no later than week three (3). All contracted TSO musicians will receive the EMG with the exception of a musician on a full-year sabbatical. Musicians on a partial sabbatical, transition to retirement, unpaid leave or long-term disability will receive a pro-rated amount.
- (g) Extra/Substitute musicians hired for any commercially released recordings covered under the EMG will be compensated as per the terms of the LRA. Extra/substitute musicians hired for other recordings covered under the EMG will be paid a media fee equal to the EMG payment divided by the number of programs allowed under the EMG, per program, with the same allowances as provided for by the EMG.

- (h) The Orchestra members agree that, if necessary, then the rehearsal portion of a video reproduction may be in full concert dress. There shall be no more than a total of four (4) photographic or video sessions per season requiring full concert dress.
- (i) Notification of any audio and/or video recordings will be disseminated through the TSO's weekly rehearsal/concert schedule via email and will be posted on the bulletin board backstage. TSO will indicate when a service is being recorded through a light, or other agreed upon indicator, that is visible to musicians entering the stage.
- (j) In advance of disseminating audio and/or synchronized audio-visual media content recorded by TSO as per Article 23.1, the final product, contextual information on intended usage and expectations for feedback will be shared with the Chair of the Artistic Advisory Committee, as outlined in Appendix "D", and one other musician to be selected by the Artistic Advisory Committee in order to solicit feedback on audio quality, synchronization issues and other musical concerns. Recordings will be subject to approval by the two (2) aforementioned musicians, and such approval will not be unreasonably withheld. In the case that TSO does not receive a response from the aforementioned musicians within three (3) weekdays (Monday to Friday only) of initial written communication regarding content review (via email), the content will be considered to be approved.
- (k) The TSO may use a maximum of twenty-five (25) seconds of audio-visual or visual only material from any program captured as per the terms of Article 23.1(a) for promotional usage on TSO social media channels. This content is intended solely for this purpose, and may be disseminated only for this use without approval of the Artistic Advisory Committee. The TSO will ensure that material captured for this use is a positive representation of the Orchestra. In the event that content captured for this purpose is deemed problematic by the Orchestra, the Artistic Advisory Committee retains the ability to request its removal and/or modification as necessary within forty-eight (48) hours of being posted.

23.2

Concerts or portions thereof may be recorded for archival purposes (subject to guest artist and composer approval). Such tapes will be marked in such a manner that they have no commercial value. The recipient of any such archival tape will be required to sign a waiver assuming full liability for the cost and legal effects of any misuse of such tapes.

23.3

The Management of the Orchestra is allowed to use a maximum of ten (10) minutes of audio and/or audio-visual material from any program captured as per the terms of Article 23.1 for TSO fundraising or TSO publicity purposes. Such fundraising purposes may include music at meetings and/or presentations, sound track to promotional films and/or videos, or like use. The Management agrees that such uses will be restricted to TSO fundraising or publicity and will not

be for commercial or profit use and that third parties (such as film companies) will sign guarantees for such restriction.

It is agreed that content captured for publicity purposes by major media outlets may not be able to be approved by the AAC in advance of dissemination. In these cases, TSO will seek an approval timeline, or advanced notification will be provided that approvals are not possible prior to dissemination.

23.4

Any commercial recording above and beyond the recordings covered in Article 23.1, be it phonograph, video, or other media, which has been authorized by the TSO and which is marketed to the public as having been recorded by the TSO or part thereof, or by a trade name or otherwise, which directly or indirectly implies the use of the TSO in the recording, shall be made in accordance with the appropriate CFM Agreement. Every member of the Orchestra will be paid as follows:

- (a) A musician who performs on the recording will be paid at least the minimum applicable recording fee for any such recording which for certain means no less than the applicable CBC or CFM stipulated recording fees.
- (b) A musician who is available for the recording, but is ultimately not required for the recording will be compensated at ½ of the applicable recording fee.
- (c) A musician who indicates they are unavailable for the recording will not receive compensation for the recording.
- (d) Any musician who is on sabbatical, unpaid leave, or disability at the time of a recording under the terms of Article 23.4 waives the right to remuneration for said recording.

23.5

Should any authorized recordings made by the Toronto Symphony Orchestra ever be used for any purpose not explicitly set forth herein, the TSO shall fulfill all conditions required by the appropriate AFM agreement(s) in effect as of the date of such use.

ARTICLE 24 ACTS OF GOD

24.1

Any member or members who are parties to or affected by this Agreement, whose services thereunder or covered thereby, are prevented, suspended, or stopped by reason of any strike, ban, unfair list order, or requirement of the Federation, shall be free to accept engagements of the same or similar character, or otherwise for other engagers or persons without any restraint, hindrance, penalty, obligation, or liability whatsoever, any other provisions of this Agreement to the contrary notwithstanding.

24.2

It is agreed that in the event of war, national calamity, or force majeure, the TSO, at its option, may cancel this Agreement without prior notice.

ARTICLE 25 LAWFUL PICKET LINES

25.1

It is agreed that each musician has the right not to cross a picket line in support of a lawful strike. Musicians who exercise this right shall not be disciplined nor held liable for damages. However, any musician who exercises this right will not be paid for work that the musician did not perform. The TSO reserves the right to pursue any other remedies at law that it may have. No musician will be required to cross a picket line where their physical safety may reasonably be considered to be endangered by doing so.

ARTICLE 26 BARGAINING

26.1

It is understood and agreed between the parties hereto that they shall meet prior to January 30th of the final season of this Agreement, with the objective of reaching a new agreement as efficiently as possible.

ARTICLE 27 ORCHESTRA COMMITTEE

27.1

There shall be an Orchestra Committee elected by secret ballot according to the by-laws governing such elections as set forth by the TMA. The duties of the Orchestra Committee shall be to represent the Orchestra in conferring with the Management of the TSO on all matters.

27.2

The Orchestra Committee shall have its own officers and by-laws.

27.3

The TSO will provide an amount equal to 10% of the annual minimum basic fee for one (1) Orchestra member in each year of the General Agreement for the purpose of funding the activities of the Orchestra through the Orchestra Committee. Payment will be made on or before the first day of October in each year of this Agreement.

27.4

The CEO and the Orchestra Committee or its elected representatives agree to meet on a regular basis to discuss the future plans and operational problems facing the Orchestra with the purpose of the free exchange of ideas for mutual benefit.

27.5

At least two (2) members of the Orchestra, appointed by the Orchestra Committee, shall be voting members of any search committee for the position of CEO. Any committee of the Board considering and/or deciding the renewal of the CEO's contract will include at least two (2) members of the Orchestra, selected in the same manner as earlier in this paragraph. No CEO may be engaged or re-engaged without an affirmative majority vote of this committee of the Board.

27.6

The Chairmen of both the Orchestra Committee and the Artistic Advisory Committee shall be included as members of any committee of the TSO that is charged with the responsibility of searching for and/or screening candidates for the position of Music Director or Principal Guest Conductor.

27.7 Musician Representation at Board Meeting

On an annual basis, two (2) members of the Orchestra shall be selected by the Orchestra Committee, with the approval of the members of the Orchestra, to attend regular meetings of the Board of Directors, as permitted by the Board of Directors. To be clear, Orchestra members are not members of the Board of Directors and, as such, do not have any voting or decision-making power.

ARTICLE 28 MUSIC DIRECTOR SELECTION

No candidate for the position of Music Director or Principal Guest Conductor of the TSO may be engaged who has not received at least a 50% positive plurality in a vote by all the musicians of the Orchestra. Such vote will be conducted by secret ballot.

ARTICLE 29 CODE OF CONDUCT

The TSO is committed to a collegial work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere in which equal opportunities are promoted and discriminatory practices, including harassment, are prohibited.

When carrying out the mission of the TSO, staff, musicians, board members and volunteers are expected to engage in a professional and respectful manner towards each other, patrons and the general public as ambassadors of the organization. Both on and off the stage (including online), staff, musicians, board members and volunteers are expected to demonstrate the highest

standards of personal integrity, truthfulness, honesty and fortitude in all activities in order to inspire confidence and trust in the TSO.

29.1

The Toronto Symphony Orchestra (including staff, musicians, board, and volunteers) shall not discriminate against any individual on the basis of Age, Ancestry, colour, race, Citizenship, Ethnic origin, Place of origin, Creed, Disability, Family status, Marital status (including single status), Gender identity, gender expression, Record of offences (i.e., a provincial offence or a Federal offence in respect of which a pardon has been granted and not revoked), Sex (including pregnancy and breastfeeding), or Sexual orientation.

29.2

The TMA and the Toronto Symphony Musicians hereby adopt the current TSO Harassment Policy as the substance of this Article, while reserving the right to amend, delete and/or add to same. Copies of the TSO Harassment Policy are available from the Personnel Office. Additionally, an electronic version can be found on the TSO musicians' website.

ARTICLE 30 NOTICE

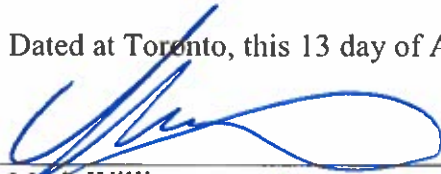
Any notice pursuant to the General Agreement will be valid if provided by:

- (a) registered mail, or
- (b) courier, or
- (c) providing a copy of any such notice directly in person.

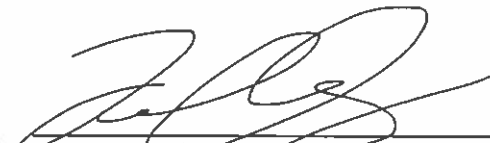
ARTICLE 31 GOVERNING LAW

This General Agreement will be governed by the laws of Ontario.

Dated at Toronto, this 13 day of August 2024.



Mark Williams,
Beck Family Chief Executive Officer
The Toronto Symphony



Dusty Kelly, Executive Director
Toronto Musicians' Association



Leslie Allt, President
Toronto Musicians' Association

APPENDIX "A" – Concert Dress

The appearance of the Orchestra is an integral part of the performance and has an impact on the Orchestra's general image and reputation. The purpose of a dress code is to establish a generally homogenous appearance of the Orchestra. Musicians' attire for concerts shall be such that the level of formality is comparable throughout the Orchestra. Musicians shall present a polished, professional appearance at all times while onstage.

The colour of all black garments must be unequivocally and solidly black. Musicians shall wear neat, wrinkle-free and clean clothing, pressed pants/skirts and shined shoes. Shirts are expected to be tucked in, and pants fastened with a belt of a colour matching the dress code, where applicable.

The Orchestra Personnel Manager is charged with enforcing the Dress Code, and may require that a musician alter, clean or replace their performance dress to meet the standards herein. In the case of any discrepancies or confusion, the Orchestra Personnel Manager shall have the final say.

At the start of each season, musicians will choose one of the wardrobes for dress from the two options below and subscribe to all dress codes in that Wardrobe Category.

Unless otherwise specified by the TSO, dress shall be defined as follows:

Wardrobe 1

A. "All Black"

Black dress pants with black socks. Long-sleeved black unpatterned collared button-down shirt. Black closed-toe shoes. Simple jewellery optional. No untailored styles or casual knits, including, but not limited to: jeans, athletic pants, athletic shoes, T-shirts, leggings and sweatshirts.

B. "Tails"

Full dress tails with white shirt, white tie, white vest or white cummerbund and black socks and black leather dress shoes. Socks to be of sufficient length to ensure leg is not exposed.

C. "Formal Black"

Black suit, long-sleeved black unpatterned collared button-down shirt, a straight black tie, and black socks and black dress shoes. Socks to be of a sufficient length to ensure leg is not exposed.

D. "Other"

For special and partnership concerts, tours and run-outs, dress will be determined on a case by case basis and will be announced through the Personnel Office.

Wardrobe 2

A. "All Black"

Black dress pants or black dress/skirt. Black long-sleeved top or black long-sleeved turtleneck. Knee-length dresses or skirts (no shorter than knee-length when seated) must be worn with black hose*. Black closed-toed shoes. Simple jewellery optional. No untailed styles or casual knits, including, but not limited to: jeans, athletic pants, athletic shoes, T-shirts, leggings and sweatshirts.

B. "Long Black"

Long black dress with long sleeves; long black skirt (5 inches/12.5cm above the ankle or lower, sitting and standing) with formal long-sleeved black top; or formal pantsuit (i.e., dressy black pants with black or white blouse and black jacket. Dressy black closed-toed shoes.

C. "Formal Black"

Street-length black dress or skirt (no shorter than knee-length when seated) with black hose* and black long-sleeved top; mid-calf length black dress or skirt with black long-sleeved top; black evening pants with a long-sleeved black top; or black pantsuit, or skirt and jacket with a black blouse (knee-length skirts must be worn with black hose*). Black closed-toed shoes. No untailed styles or casual knits, including, but not limited to: jeans, athletic pants, athletic shoes, T-shirts, leggings and sweatshirts.

D. "Other"

For special and partnership concerts, tours and run-outs, dress will be determined on a case by case basis and will be announced through the Personnel Office.

General

Extra/substitute musicians will be notified beforehand of the Dress Code.

The Personnel Manager will decide if interior or exterior climatic conditions justify any alteration to the above requirements.

APPENDIX "B" – Orchestra Personnel Manager

1. The Orchestra Personnel Manager shall have a minimum of five (5) years playing experience in an orchestra which is a member of ICSOM or OCSM.
2. The Orchestra Personnel Manager shall be interviewed at the time of selection by a Joint Committee consisting of the following members:
 - (a) three (3) members selected by the TSO; and
 - (b) three (3) members of the Orchestra, one of whom is the Chairperson of the Orchestra Committee and the other two (2) to be selected by the Orchestra Committee.

The TSO will engage a mutually acceptable candidate as the Orchestra Personnel Manager.

3.
 - (a) The Orchestra Personnel Manager shall have achieved tenure if, after serving three (3) years in the position with sole responsibility, they have not received notice of non-renewal. Likewise, the TSO will notify the Orchestra Personnel Manager after the above three years period that they have achieved tenure in the position.
 - (b) If the Orchestra Personnel Manager has not yet achieved tenure, then notice of non-renewal can be requested by either the TSO or the Orchestra. Should the Orchestra request notice of non-renewal, this request should be made through the Orchestra Committee to the CEO of the TSO.
4. The performance of the Orchestra Personnel Manager shall be evaluated in a meeting by the Joint Committee (as per No. 2 above) on a yearly basis, and the Orchestra Personnel Manager shall be made aware of the content of the evaluation.
5. After tenure is achieved, should the Joint Committee decide to terminate the services of the Orchestra Personnel Manager, then all appeal and severance provisions applicable to playing musicians of the Orchestra, governed by Article 18 and Article 19 respectively, shall apply.

The Orchestra Personnel Manager shall be charged with protecting the interests of the musicians covered by this Agreement, as well as the interests of the TSO. The Orchestra Personnel Manager shall be responsible for the observance of the rules of the TMA, and shall be required to report any infractions of such rules to the TMA and to the TSO. As liaison between Management, musicians, conductors, and the TMA, the Orchestra Personnel Manager shall be accorded the cooperation and the assistance of all parties to this Agreement. The Orchestra Personnel Manager is charged with the responsibility of superintending problems of seating space, sight lines, light, temperature, and the safety of instruments, with a view to safeguarding the health and well being of the musicians at all times. Should the Orchestra Personnel Manager have reasonable cause, which might necessitate the temporary or permanent halt of rehearsal

and/or concert, they have the responsibility to consult immediately with the TSO in order to resolve this problem to the satisfaction of all parties.

It is agreed that when the position of Personnel Manager becomes vacant through resignation, retirement or other means (other than termination), the position will be removed from the bargaining unit. Furthermore, the Orchestra Committee will participate in the hiring process for a replacement Personnel Manager, who will be a member of TSO staff.

APPENDIX "C" – Minimum Complement

1. Articles 12.4.1.2(a) and 12.4.2.4(a) of the General Agreement state that leave of absence applications shall be evaluated partially on the basis of the artistic requirements of the Orchestra; that is, on the availability of a suitable replacement, if necessary. It is agreed, in addition to this, that there should be a minimum complement of regular contracted TSO musicians, regardless of the reasons for absence in the Orchestra. These minimum complements are defined below. Leaves will be granted on a first-come first-served basis until the minimum complement has been reached.
2. For weeks requiring a minimum string complement of 12/10/8/6/5, leaves of absence will not be granted if such leave would reduce the total number of active contracted TSO musicians in either violin section by more than three (3) players, or any of the viola, cello, bass or individual instruments within the winds, brass or percussion/timpani sections by more than two (2) players.
3. If in the opinion of the Music Director the program permits, then additional leaves may be granted. Overall, leaves of absence remain at the discretion of the Music Director.

APPENDIX "D" – Artistic Advisory Committee

Purpose: The involvement of TSO musicians in the Artistic Advisory Committee is intended to provide the organization with the benefit of the musicians' experience and perspective. The musician representatives on the Artistic Advisory Committee shall gather and keep the opinions of the Orchestra membership regarding artistic matters of mutual interest, including conductors, programming and scheduling, onstage logistics (i.e., risers), and recording initiatives. The Committee will meet periodically with Management (as defined below) to express and discuss these opinions and consider any and all matters of artistic implication. The Committee will not discuss matters concerning individual members of the Orchestra that might be injurious to their position within the Orchestra, within the profession, or amongst their colleagues. Also, the discussion at the Artistic Advisory Committee should put the participating musicians in a position to better understand some of the issues and challenges in programming.

Membership and Meeting Schedule: The core membership of the Artistic Advisory Committee shall consist of:

1. Five (5) musicians representing a cross-section of the orchestra in terms of instrumentation. Two (2) musician representatives shall be members of the Orchestra Committee. The remaining three (3) shall be an elected cross-section of the membership at large. Term length for the non-OC members will be set for two (2) years. For clarity, it is these five (5) musicians with whom management shall seek majority approval on specific items as referenced in the General Agreement.
2. The Vice-President, Artistic Planning and the Artistic Administrator.
3. The Chief Executive Officer, Vice-President & Chief of Staff, and the Director of Orchestra Operations, when available.

The core members of the Artistic Advisory Committee will meet monthly, typically on the first Tuesday of each month during lunch hour (*i.e.*, between rehearsals), or on an alternate date as required.

Discussion of programming at these monthly meetings will typically be with sufficient lead time to allow ideas and input from participating musicians to be effectively considered in programming decisions. While some "reporting" from the Artistic Planning Team to the musicians is appropriate, the primary purpose of these meetings is to provide a forum for open dialogue and sharing of ideas.

In addition to the monthly meetings there will be approximately four meetings per season in which the Artistic Advisory Committee will expand to include the Music Director, other members of the Artistic Administration staff (including composer advisor, where applicable), and all members of the Senior Management Group. These meetings will typically be in a reporting format.

It is understood that these meetings will involve the discussion of confidential programming plans not to be discussed outside the Artistic Advisory Committee meetings unless otherwise agreed.

APPENDIX "E" – Supplementary Optional Engagements

The parties have agreed to develop Supplementary Optional Engagements (SOEs) as a way of providing additional compensation to the musicians who wish to voluntarily participate in these services, and as an optional additional revenue stream to the TSO. Both parties agree that participation in SOEs is voluntary and are committed to working together to maximize such sources. The TSO will give the Orchestra Committee notice of SOEs within forty-eight (48) hours from the time it receives an acceptable and firm offer of engagement.

Scheduling: The TSO may schedule SOEs in addition to the 43-week season guaranteed in the Agreement, and may be scheduled during any week and on any day of any week during each year of the Agreement, including on any "Free Day" or on any week that may be a Non-Service Week. Such services will not be included in any weekly service limitations. Signup for SOEs will be completely voluntary for musicians and will occur on a first-come, first-served basis. Should musicians of the TSO not sign up for an SOE within seventy-two (72) hours of notification, the TSO will have the right to engage extra musicians for the engagement at SOE rates, as defined below.

Scheduling Conflicts: SOEs can be scheduled at the same time as TSO services, but the TSO will make best efforts to ensure that each musician that wishes to participate in the SOEs will be given an equal opportunity to do so over the duration of the Agreement.

Payment: Payment for a service will be a pro-rated amount of a service week, i.e. 1/8 of the minimum weekly fee at Article 8.1. Musicians assigned to the role of either Concertmaster or Principal will receive a further twenty-five (25) percent payment. Musicians assigned to the role of Associate Principal will receive a further 12.5 percent payment. Musicians assigned to the role of Assistant Principal will receive a further 6.25 percent payment. When doubling is required it will be compensated with a further 12.5 percent payment. All payments will be subject to regular pension contributions. For clarity, contracted step-ups, seniority and overscale do not apply to SOE activities.

Seating: At the discretion of the TSO.

Other Terms and Conditions: All required hours of each service are set in the contract prior to the first service. Unless otherwise specified, services will be a maximum of two and a half hours (2.5) hours, including breaks/intermissions as per Article 7.3.2. Scheduling, work rules, assignments, general media and other stipulations as outlined in various Articles, including, but not limited to: Articles 5.3, 7, 11, 22, and 23 do not apply to SOEs. For clarity, if an SOE requires cartage travel or incurs overtime, the appropriate TMA fees will apply. In the event an SOE contains a media component, the appropriate CFM agreement will be utilized with additional payments as applicable. For clarity, Articles 6.1.2 and 7.3.2 will apply to SOEs. The TSO agrees to make best efforts with respect to Article 13.2 for all SOE engagements.

APPENDIX "F" – Librarians

The Librarians shall be covered by all terms and conditions of the General Agreement, except as modified herein. For clarity, unless otherwise noted below, the remainder of the following Articles apply to Librarians.

ARTICLE 6 OBLIGATIONS OF MUSICIANS

6.1.2 Tuning and Arrival

At least one (1) Librarian will be present at each Orchestra service, regardless of the day or time of the service.

Librarian(s) will arrive a minimum of one (1) hour in advance of each service with sufficient time to execute any last-minute changes that may affect performance materials or stage setup, while ensuring that all musicians have music or alternative materials (such as excerpt lists) by the time the stage opens for each service.

ARTICLE 7 SERVICES: SCHEDULING, DURATIONS, AND CONDITIONS GOVERNING REHEARSALS AND CONCERTS

For the life of this Agreement, the week shall start on Monday at 12:01 a.m. The Orchestra Committee must be notified of any change to the starting day of the week at least four (4) months prior to the beginning of the season in which such change is to occur. The Orchestra Committee must approve any such change and will provide the TSO with its decision within thirty (30) days of receipt of notification of the change. Such approval shall not be unreasonably withheld.

Librarians will schedule (and modify as required) their hours to align with the artistic and administrative needs of the Toronto Symphony Orchestra, and such hours will not be confined to rehearsal and concert periods. Librarian duties include: the acquisition, preparation, and distribution of music to players; communication and verification of program information to TSO staff; executing duties on time and on budget, and maintaining productive relationships with external stakeholders, including publishers, composers, and agencies (e.g: SOCAN, Canadian Music Centre).

The Librarians' work week shall target a forty (40) hour work week. No overtime is payable for work after forty (40) hours in a week.

The VP & General Manager, other Operations staff as appropriate, and the contracted Librarians shall meet regularly to establish the Librarians' schedule. The schedule will be organized to equitably distribute workload, ensure that all normal business hours and orchestra services have library coverage, and provide an equitable number of days from week to week, as much as possible. Library staffing shall be at a sufficient level as to avoid incurring overtime hours. The VP and General Manager will resolve any scheduling misunderstandings, disputes, or conflicts.

Notwithstanding anything to the contrary contained in this Appendix, budget decisions within the library shall be made by TSO management, in consultation with the Librarians.

Due to the nature of their role and active participation in the planning process, Librarians are not eligible to sit on the Artistic Advisory Committee.

*** Articles 7.1 to 7.4 do not apply to Librarians ***

ARTICLE 8 FEES

8.4 Emergency Measures

A Librarian may be required to fill in for the other Librarian on an emergency basis at the discretion of the VP & General Manager, or the Music Director or their designate.

The non-Principal Librarian shall be paid a fifteen per cent (15%) step up for all hours worked as Principal Librarian.

ARTICLE 9 OTHER COMPENSATION

9.1 Other Compensation

During the seasons covered by this Agreement, the following non-service weeks for each Librarian shall be in effect:

- (a) There will be five (5) paid non-service weeks for the Librarians, distributed as follows:
 - i) two (2) collective non-service weeks occurring at Christmas including Christmas Day and New Year's Day, and
 - ii) three (3) floating non-service weeks. Each floating week may be scheduled as a complete week, or, at the request of the Librarian, and in consultation with the TSO through the Personnel Office, as partial weeks. Unless otherwise agreed, only one librarian may take a floating non-service week at a time.

The approval of leaves or other time off is subject to the approval of the Orchestra Personnel Manager. In granting any additional leaves or time off, the consideration by the Orchestra Personnel Office will be to prioritize adequate coverage in the library. Librarians may submit their request for floating non-service weeks to the Orchestra Personnel Manager and VP & General Manager no later than fourteen (14) days prior to the requested period.

ARTICLE 12 ABSENCES: ILLNESS, INJURY, LEAVES

12.1.1

In the event of illness, the following provisions shall apply:

- (a) The Librarian must immediately contact, in order, the VP & General Manager, Orchestra Personnel Manager or Assistant Orchestra Personnel Manager, or, failing that, the TSO Production Manager, to inform the TSO of the nature of their illness and the estimated length of absence from the Orchestra. It is understood that

successful contact requires that the musician receive either verbal or email notification that the message about their illness and absence has been received. Every reasonable effort must be made by the librarian to continue to make contact until receipt of notification is confirmed.

To the extent possible, scheduled absences (e.g., elective surgery) will be arranged at times when the musician is not contracted for TSO services, such as during a floating non-service week, or outside the designated contracted season. When this is not possible, the musician will advise the Orchestra Personnel Manager as early as possible in order to schedule sick leave.

- (b) In the case of a scheduled or unscheduled absence of five or more consecutive working days, a statement from a medical doctor verifying the legitimacy of the illness is required in order to qualify for sick leave with pay. This requirement may be waived at the discretion of the TSO Management. In the case of recurring short absences (i.e., less than five consecutive working days) due to illness, the TSO may require a statement from a medical doctor verifying the legitimacy of the illness.

12.4.1.1

All requests for a short-term leave of absence must include an explanation outlining the reason for the requested leave. Such requests shall be submitted to the Orchestra Personnel Manager, who shall obtain comments from the section Principal (or Concertmaster in the case of a Principal Player), the VP & General Manager and the Music Director, who shall have the final decision. In the absence of the Music Director, the CEO may decide in their place.

12.4.1.2

Short-term leave applications shall be evaluated on the basis of:

- (a) The artistic and administrative requirements of the Orchestra – that is, the availability and/or necessity of a suitable replacement according to the Music Director and VP & General Manager, and
- (b) The stated reason for the leave. Leaves may be approved for instances but in no way limiting the generality of the above, for solo or chamber music performance(s), study or rest salutary to the reputation of the TSO, landmark family events, or health.

ARTICLE 16 NON-RENEWALS

16.3 Musicians with Tenure (Non-Musical Dismissal)

If TSO Management has concerns about non-musical performance issues of a tenured Librarian which may lead to non-renewal, the following procedures shall apply. The Librarian, VP & General Manager and the Orchestra Personnel Manager will attend no fewer than four formal meetings to discuss the Librarian's non-musical performance issues. A written summary will be produced by the Orchestra Personnel Manager after each of these meetings documenting the discussion. Management will review the document with the Librarian to ensure that it accurately reflects the substance of the meeting. The Music Director, Chair of the Orchestra Committee and

the TMA shall be informed in writing by the Orchestra Personnel Manager that a meeting regarding the Librarian's performance standard is being held and shall be kept informed in writing of each meeting throughout this process. The Librarian is entitled to have a TMA representative present at all such meetings.

First Meeting – A first meeting between the Librarian and the VP & General Manager or designate will be held to discuss non-musical performance issues and potential solutions.

Second Meeting – A second meeting between the Librarian, Music Director and the VP & General Manager or designate will be held in the case of repeated performance issues that have not been resolved following the first meeting. The second meeting will reiterate the standard of performance or conduct that is expected.

Third Meeting – A third meeting between the Librarian, Music Director and the VP & General Manager or designate will be held in the instance where the identified non-musical performance issues have not been resolved. In addition to the protocols laid out in the Second Meeting, the third meeting will document that any further performance problems or misconduct will result in termination or suspension.

Fourth Meeting – A fourth meeting between the Librarian and the VP & General Manager or designate will generally result in a written letter of termination. The letter of termination shall state the facts and circumstances that have led to the termination and must have the prior approval of the Music Director.

For clarity, Article 16.3 does not apply to terminations for Just Cause as per Article 17.

Additional Expectations of Librarians

Collaboration: While engaged in all TSO activities, Librarians are expected to work in a cooperative nature with TSO staff and maintain a professional decorum in keeping with the artistic image of the Orchestra. The Librarians will serve in a consultative role with TSO Artistic staff particularly as it relates to commissions and new music.

Library Development: The Principal Librarian will meet with the VP & General Manager and Music Director on a yearly basis to create annual goals for the Library that align with the TSO's institutional priorities.

For clarity, the following provisions in their entirety do not apply to Librarians:

- Article 6.2 Individual Practice
- Article 6.4 Theatrics
- Article 6.5 Strings
- Article 6.6 Winds, Brass, Percussion
- Article 6.7 Orchestra Personnel Manager
- Article 7.1-7.4
- Article 8.3 Step-Up Fees and Doubling
- Article 8.5 Doubling
- Article 9.3 String Relief Weeks

- Article 10 Extra and Substitute Musicians
- Appendix B Orchestra Personnel Manager
- Appendix C Minimum Complement
- Appendix D Artistic Advisory Committee

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