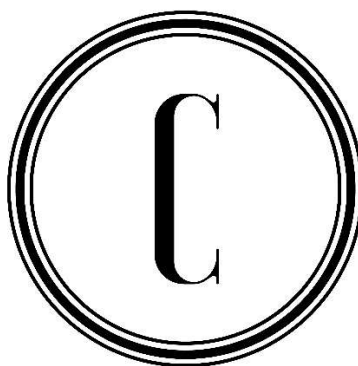


COLLECTIVE AGREEMENT

Between the



Casa Loma Symphony Orchestra

and



**toronto
musicians'
association**

PREAMBLE	4
1. TERM	4
2. RECOGNITION	4
3. REPRESENTATION	4
4. MEMBERSHIP	4
5. DISCRIMINATION	4
6. FEES	5
7. PENSION CONTRIBUTION	5
8. IN LIEU COMPENSATION FOR MUSICIANS OVER 71	6
9. PAYMENTS	6
10. WORK DUES	6
11. LEADER/ CONTRACTOR	6
12. CONCERTMASTER	6
13. SOLOIST	6
14. DOUBLING	7
15. SCHEDULED OVERTIME	7
16. OVERTIME.....	7
17. PROGRAM LISTING.....	7
18. RECORDING PROHIBITION.....	8
19. CONTENT CAPTURE AND NOTIFICATION	8
20. ARCHIVAL RECORDINGS.....	8
21. SOCIAL MEDIA	8
22. STEWARD	8
23. WORKING CONDITIONS.....	8
24. BREAKS	9
25. CARTAGE	9
26. MUSIC PREPARATION.....	10
27. MUSIC LIBRARY	10
28. CANCELLATIONS, RESCHEDULING, and FORCE MAJEURE.....	10

29. GRIEVANCE AND ARBITRATION	10
30. BULLYING AND HARRASSMENT	11
APPENDIX A	12
MUSIC PREPARATION RATES.....	12
APPENDIX B	13
PERCUSSION CATEGORIES.....	13
APPENDIX C	14
CLSO WORKPLACE HARASSMENT, WORKPLACE VIOLENCE AND ANTI-DISCRIMINATION POLICIES AND PROGRAMS.....	14

PREAMBLE

The general purpose of this Agreement is to establish and maintain mutually satisfactory relations between the Casa Loma Symphony Orchestra (hereinafter call “the **CLSO**”) and its musicians, represented by the Toronto Musicians' Association, Local 149, AFM (hereinafter called “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.

1. TERM

This Agreement shall be in effect from January 1, 2026, until December 31, 2029, and from year to year thereafter until a successor agreement has been ratified. Either party may give notice in writing to the other for the proposed revision of this Agreement on or after October 1, 2029.

2. RECOGNITION

The Casa Loma Symphony Orchestra (CLSO) recognizes the Toronto Musicians' Association, Local 149 (TMA) of the American Federation of Musicians of the United States and Canada (AFM) as the sole exclusive bargaining agent for all musicians engaged by the CLSO in the City of Toronto, save and except conductors, managers and those above the rank of conductor and/or manager in accordance with the Collective Agreement during the term of this Agreement.

3. REPRESENTATION

Subject to the prior approval of the CLSO, which shall not be unreasonably withheld, representatives of the TMA shall have access to the place of performance and rehearsal for the purpose of conferring with the musicians. It is understood that any discussions between representatives of the TMA and the musicians will not interfere with the musicians' performance of their duties to CLSO. The TMA shall notify CLSO in advance of visiting the place of performance or rehearsal.

4. MEMBERSHIP

The CLSO agrees that all musicians engaged by the CLSO shall be members of the Toronto Musicians' Association, Local 149 in good standing. Non-members may be issued a temporary members permit (TMP) subject to the following requirements:

- a) The CLSO or Leader shall provide the TMA with a roster of all musicians' names, instrument, position and if applicable, AFM ID's, prior to the start of the first rehearsal.
- b) A non-member may obtain one TMP for a single program.
- c) A non-member is eligible for a maximum of three (3) TMP's annually.

5. DISCRIMINATION

The CLSO agrees that engaging musicians shall be without discrimination on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status or disability beyond artistic requirements, conviction or offence for which a pardon has been granted.

6. FEES

A. SUMMER SEASON CONCERT RATE (SSCR)

The Summer Season occurs from June 1 to September 15. The CLSO shall pay the Summer Season Concert Rate (SSCR). The SSCR per hour for each musician with guaranteed three (3) hour minimum for a Concert is:

- i. 2026 – Seventy dollars (\$70)
- ii. 2027 – Seventy dollars (\$70)
- iii. 2028 – Seventy-one and forty cents (\$71.40)
- iv. 2029 – Seventy-two dollars and eight-three cents (\$72.83)

B. WINTER SEASON CONCERT RATE (WSCR)

For any Concert that takes place outside of the Summer Season or takes place at any time either in the Casa Loma Carriage House, the Casa Loma Great Hall, or any other Casa Loma venue with a capacity of less than two hundred (200) people, the CLSO shall pay the Winter Season Concert Rate (WSCR).

The WSCR per hour for each musician with a guaranteed three (3) hour minimum for a Concert is:

- i. 2026 – Sixty dollars (\$60)
- ii. 2027 – Sixty dollars (\$60)
- iii. 2028 – Sixty-one dollars and twenty cents (\$61.20)
- iv. 2029 – Sixty-two dollars and forty-two cents (\$62.42)

C. REHEARSAL RATES

Musicians engaged for live music performances in the Summer Season and/or Winter Season shall be paid the same rate of pay for all rehearsals.

The per hour rate for each musician engaged with a guaranteed two (2) hour minimum for a Rehearsal is:

- i. 2026 – Sixty dollars (\$60)
- ii. 2027 – Sixty dollars (\$60)
- iii. 2028 – Sixty-one dollars and twenty cents (\$61.20)
- iv. 2029 – Sixty-two dollars and forty-two cents (\$62.42)

Any musician engaged by the CLSO may negotiate a fee in addition to those set forth herein.

7. PENSION CONTRIBUTION

The CLSO shall contribute on behalf of each Musician an amount of each Musician's applicable fees excluding premium and doubling fees to the Musicians' Pension Fund of Canada (MPFC) and remitted to the TMA, to be forwarded to the Fund office as follows:

- i. 2026 – two percent (2%)
- ii. 2027 – four percent (4%)
- iii. 2028 – four percent (4%)
- iv. 2029 – six percent (6%)

8. IN LIEU COMPENSATION FOR MUSICIANS OVER 71

After the end of the calendar year in which a musician turns 71, instead of making a pension contribution on behalf of that musician, the CLSO will pay an amount equal to the contribution that would otherwise apply directly to the musician in addition to their regular earnings. This additional amount is not subject to work dues.

9. PAYMENTS

- a) The CLSO shall forward pension payments directly to the TMA office no later than thirty (30) days after the final performance of a program or performance week. Notwithstanding the foregoing, all pension contributions earned during a calendar year must be remitted no later than January 31 of the following year. A complete list of musicians on whose behalf the contributions are being made shall be forwarded to the TMA.
- b) The CLSO shall be solely responsible for payments to the Musicians for all services rendered under this Agreement and such itemized payments shall be paid within fourteen (14) days of the applicable performance by direct deposit.

10. WORK DUES

Live performance work dues in the amount of three percent (3%) of the musician's minimum basic fee plus applicable premium and doubling fees shall be deducted and remitted to the TMA.

11. LEADER/ CONTRACTOR

The CLSO shall appoint a playing Leader/Contractor for each concert and related rehearsal. The Leader shall receive one hundred percent (100%) of the applicable contracted fees for the performance of the Leader's duties.

12. CONCERTMASTER

The Concertmaster shall be responsible for all bowings and shall include those bowings in all string parts, including viola, cello and bass, where appropriate, and shall supply to the Music Library twenty-one (21) days in advance of the first rehearsal of the applicable performance. The Concertmaster shall be paid one hundred fifty percent (150%) of the basic applicable Musician's contracted fee. A Concertmaster acting as the Leader/Contractor will receive one hundred percent (100%) of the Musician's contracted fee and shall not exceed two hundred percent (200%).

13. SOLOIST

The designation of Soloist shall be made in consultation with the musician by the Contractor and/or Conductor with the agreement of the Executive Director, which shall not be unreasonably withheld, in the event that the musical score requires:

- *Significant solo or exposed playing*
- *Exceptional skills*
- *The musical leadership of the orchestra or a section of the orchestra.*

Such designated musician(s) shall receive an additional minimum scale payment of 10% over their fees.

14. DOUBLING

PERMITTED DOUBLES

The following doubling by a musician is permitted without any increase in payment over and above the musician's basic scale fee:

- a) Piano (acoustic) and Celeste (when the instruments are provided by CLSO)
- b) A and Bb Clarinet
- c) Alto Saxophone and Tenor Saxophone
- d) Percussion Instruments, which a percussionist may be required to play, are grouped into 6 categories, see Appendix A for PERCUSSION DOUBLING.
 - (i) Percussionists must each be engaged in only one of the categories (the "basic category").
 - (ii) Any or all of the instruments within the basic category may be played and paid for at the rate of the minimum musician's basic scale fee applicable for the performance.

DOUBLING FEES

Where a Musician is contracted to play more than one instrument (other than permitted doubles), doubling fees apply. In addition to the base fee, the Musician will be paid for each additional instrument as follows:

- a) twenty-five percent (25%) of the base fee for the first (1st) double, and
- b) fifteen percent (15%) for each subsequent double.

All doubling fees are applicable scale fees for the purpose of calculating work dues.

15. SCHEDULED OVERTIME

For any scheduled performance more than three (3) hours after the downbeat, each musician shall be paid the applicable performance rate pro-rata in fifteen (15) minute segments or portions thereof. For any scheduled rehearsal more than two (2) hours after the downbeat, each musician shall be paid the applicable rehearsal rate pro-rata in fifteen (15) minute segments or portions thereof.

16. OVERTIME

Overtime shall be paid at one hundred fifty percent (150%) percent of the applicable rate pro-rated in fifteen (15) minute segments. Time worked more than scheduled time, shall be paid at one hundred fifty percent (150%) percent of the applicable rate, pro-rated in fifteen (15) minute segments. Calculation of Concert work time for the purposes of overtime shall commence three hours after the downbeat for performances.

17. PROGRAM LISTING

The names of the performing musicians and their respective instruments will be included in the concert program. The TMA will also receive recognition in the program. The recognition should read and include the TMA logo, "The musicians of Casa Loma Symphony Orchestra are members of the Toronto Musicians' Association, Local 149 AFM."

18. RECORDING PROHIBITION

No rehearsal or performance shall be recorded, broadcast, reproduced or transmitted from the place of service in any manner or by any means whatsoever in the absence of a specific written agreement with the AFM specifically executed for that purpose or as provided for in this agreement.

19. CONTENT CAPTURE AND NOTIFICATION

CLSO shall notify, in writing, the TMA of their intention to record, for whatever purpose at the earliest possible date. The notification shall describe the details of content capture, the intended use and platform of the captured content. In any case, no musician shall be recorded without twenty-four (24) hours written notice to the TMA and the musician(s).

20. ARCHIVAL RECORDINGS

Audio or audio-video recording of a concert or performance may be designated by CLSO as archival subject to the following conditions:

- a) The recording must not be edited, copied, or distributed in any manner.
- b) The recording is to be used exclusively for archival, reference, and study purposes.
- c) The recording shall remain under the control of CLSO and will not be sold, leased, licensed, or lent out for any purpose.
- d) The recording may not be replayed in public or broadcast in any manner.
- e) Stored physical media of the recording shall be labelled "For Archival and Study Purposes Only".

21. SOCIAL MEDIA

A maximum of two (2) minutes of performance or rehearsal footage may be used on the Casa Loma Symphony Orchestra website and /or CLSO branded social media accounts without payment to the musicians.

22. STEWARD

A Steward will be appointed by the TMA as a representative of the TMA where three (3) or more musicians are engaged. The Steward will be responsible for reporting to the TMA the use of substitute musicians, unscheduled overtime and any unusual occurrences during rehearsals and concerts. The Steward will receive an additional fee of ten percent (10%) of the musician's basic fee for the performance of these duties.

The Steward shall bring operational or safety matters concerning the Musicians promptly to the CLSO Executive Director for resolution.

The TMA will be responsible for instructing the Steward in the performance of their duties. In view of fairness the TMA reserves the right to rotate the position of Steward among musicians of the orchestra. The TMA will inform the CLSO of the selection of the Steward and of any subsequent changes.

23. WORKING CONDITIONS

- a) The CLSO will use its best efforts to ensure the maintenance of an indoor temperature of no less than eighteen (18) degrees Centigrade and no greater than twenty-two (22) degrees

Centigrade and a comfortable level of humidity in all performance and rehearsal areas. The acceptable levels of heating and air conditioning will be obtained at least one (1) hour prior to the downbeat for concerts and rehearsals and will be maintained throughout the performance or rehearsal. When musical instruments must be stored or left in the concert venue or rehearsal space between performances, the above conditions will be maintained at all times.

- b) The CLSO will provide adequate lighting for each musician and access to electrical power outlets for the purposes of charging devices used for reading musical scores and/or parts during rehearsals and performances.
- c) The CLSO will use its best efforts to ensure that each performing musician is provided with a well-maintained chair of medium to low height with a flat back and a level, padded and cloth-covered seat for any services during which their instrument is to be played while sitting.
- d) The CLSO will use its best efforts to ensure the musicians are provided with a convenient, secure space such as a dressing space and/or green room for instrument cases, and personal belongings.
- e) The CLSO will make best efforts to provide sanitary washrooms which are consistent with existing facilities in similar venues. In situations where washroom access is shared, musicians shall have 'front of the line access' to facilities. Washrooms will be supplied with soap, toilet tissue and paper towels. Backstage areas, dressing rooms, washrooms and performing areas will be in a clean and hazard-free condition upon the arrival of the musicians.

24. BREAKS

There shall be no less than a twenty (20) minute break for two (2) hour rehearsals/performances and no less than a thirty (30) minute break for three (3) hour rehearsals/performances. An additional five (5) minutes shall be extended as required by Musicians for any rehearsals that take place in the Carriage House on the Casa Loma grounds.

No Rehearsal shall continue for more than one and one-half hours without a break. Breaks shall not be taken during the first or last half hour of any rehearsal without the unanimous approval of the musicians.

25. CARTAGE

The Casa Loma Symphony Orchestra will provide for any necessary cartage fee costs by musicians who play the following instruments while performing or rehearsing with the orchestra:

- a) Harp, timpani, double bass.
- b) Any acoustic or electronic keyboard instrument and related amplification and electronic equipment.
- c) Percussion instruments (including drum set, mallet keyboard instruments and any electronic music devices and related amplification equipment where required).
- d) Electric guitar and electric bass where amplifiers and related electronic equipment are required.

The CLSO will negotiate a fee directly with musicians to have said instruments transported to and from the place of engagement by private transportation supplied by musician, or by common carrier or musicians' cartage service.

26. MUSIC PREPARATION

The CLSO will designate an individual to arrange, orchestrate and copy musicians' parts as applicable. See *Appendix A - Copying / Music Preparation Rates and Rules* for fees. No musicians shall be required to arrange, orchestrate or copy their own parts without applicable payments.

27. MUSIC LIBRARY

The CLSO will facilitate the organizing of the music parts into clearly labelled folders by instrument for each program, and distribution of parts to the musicians seven (7) days in advance of the first rehearsal of the applicable program to promote the efficient conduct of the performance.

28. CANCELLATIONS, RESCHEDULING, and FORCE MAJEURE

CLSO shall make best efforts to provide the Musicians with thirty (30) days' notice of cancellations, and changes to the rehearsal and/or performance schedule. The CLSO shall endeavour to re-schedule any performances or rehearsals which are cancelled.

Cancellations with less than fourteen (14) days' notice shall be paid at the rate of fifty percent (50%) of the regular rate to the affected musician.

Except in the case of force majeure event (as described below), cancellations with less than seven (7) days' notice shall be paid at one hundred percent (100%) of the regular rate to the affected musician.

Force Majeure event shall be considered to have occurred if a performance or rehearsal is prevented from being held by a cause beyond the reasonable control of CLSO, such as but not limited to war, riot, fire, special weather event (that poses a significant risk or hazard to public safety or wellbeing), governmental (municipal, provincial, or federal) regulation or order in an emergency. In such unforeseen circumstances, CLSO shall furnish a statement in writing to TMA within twenty-four (24) hours, or as soon thereafter as practicable, as to the reason for the Force Majeure. Musicians will be paid in full when the Force Majeure occurs during a performance or rehearsal.

29. GRIEVANCE AND ARBITRATION

GRIEVANCE PROCEDURE

All disputes involving a claim of violation of this Agreement (hereafter the "grievance"), including a claim by any musician that they have been disciplined or discharged without just cause, shall be resolved in the following manner:

Step 1 – No later than seven (7) business days from the circumstances giving rise to a dispute or disagreement, or when such circumstances became known, such dispute or disagreement shall be brought to the attention of the Steward who shall forthwith report the matter to the CLSO and the TMA respectively. Upon receipt of this notice of a dispute or disagreement, the CLSO and the TMA shall discuss and attempt to resolve the matter. If the dispute or disagreement has not been satisfactorily resolved or in the process of being satisfactorily resolved within forty-eight (48) hours after the receipt of the notice of dispute/disagreement.

Step 2 – The aggrieved musician or group of musicians shall file a written complaint with the CLSO. Alternatively, the musician or group of musicians may file such a grievance commencing with Step 3. The TMA or the CLSO shall also have the right to file a grievance on their own behalf commencing at Step 3.

Step 3 – If the complaint is unresolved at Step 2 or if the musician or group of musicians chooses to proceed directly to Step 3, the grievance may be filed by the musician or group of musicians through the TMA with the CLSO. The CLSO may file a grievance with the TMA to the attention of its Executive Director.

ARBITRATION PROCEDURE

If the grievance remains unresolved ten (10) business days after the conclusion of Step 3, either party may give written notice to the other that it wishes to submit the grievance to arbitration. If the parties are unable to agree upon the appointment of an Arbitrator within ten (10) business days after the notice has been given, then a single Arbitrator shall be appointed at the request of either party. The arbitration shall be governed by the *Ontario Labour Relations Act*. The expenses of the Arbitrator shall be shared equally by both the TMA and the CLSO.

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

The time limits provided under the Grievance Procedures herein may be extended by mutual agreement of the parties.

The Arbitrator is not authorized to make a decision inconsistent with the provisions of this Agreement, nor to alter, modify, amend, add or delete any part of this Agreement.

30. BULLYING AND HARRASSMENT

The CLSO agrees that it shall be bound by the *Ontario Human Rights Code* and will abide by legislation. In addition to this, Appendix C, will be used as the Policy and Procedure in the event of such an allegation of Bullying and Harassment and will form part of the Agreement for all purposes including Article 29. Grievance and Arbitration.

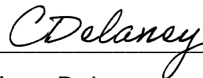
SIGNATURES TO THIS AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed

this 19 day of December, 2025



Dusty Kelly
Executive Director
Toronto Musicians' Association



Catriona Delaney
Executive Director
Casa Loma Symphony Orchestra

APPENDIX A

MUSIC PREPARATION RATES

The rates set forth below include bar numbering, clefs, key signatures, time signatures, etc.

Page Rates

1. One staff, one note on a line: e.g., reeds, brass, single-line strings, single voice line with lyrics, etc.: \$20.00
2. Double staff parts or more than one line on a single staff: e.g., piano, harp, synthesizer, group vocals, drums, guitar, multiple line strings, lead sheets: \$38.50
3. Piano-vocal (Piano part with vocal lines on top): \$81.50
4. Conductor, piano conductor (piano part with vocals and orchestral reduction "conductor" line): \$52.00

APPENDIX B

PERCUSSION CATEGORIES

1. **Timpani**

2. **Mallet Instruments.** The percussionist may play three of the following mallet instruments only:

<i>Xylophone</i>	<i>Chimes (Tubular Bells)</i>
<i>Marimba</i>	<i>Vibraphone</i>
<i>Orchestra Bells (Glockenspiel)</i>	<i>Crotales</i>
<i>Other chromatic or diatonic acoustic mallet keyboard instruments.</i>	

For each additional mallet instrument played a doubling fee will be paid in accordance with the additional fees set out in Article 18.

3. **Drum Set.** Drum set will consist of:

<i>Bass Drum</i>	<i>Hi Hat</i>
<i>Snare Drum</i>	<i>Cow Bell</i>
<i>Tom Toms</i>	<i>Triangle</i>
<i>Rote Toms</i>	<i>Wood Block</i>

4. **Electronic Music Devices:** Electronic Music Devices include any and all electronic mallet keyboard, pad and triggering devices used in conjunction with sound modules or sampling devices played by the percussionist.
5. **Traditional Percussion and Sound Effects:** Traditional percussion and sound effects will include non-pitched percussion instruments found in standard symphonic repertoire including but not limited to those in the following list:

Concert Bass Drum
Snare Drum (Field Drum, Tenor Drum, Parade Drum)
Cymbals and Piatti
Gongs and Tam Tams
Tambourine, Triangle, Finger
Sound Effects (slide whistle, pop gun, car horns, slapstick, ratchet, etc)
Mark Tree, Bell Tree
Wood Block

6. **Latin Percussion:** The Latin Percussion category refers to hand drums, shakers, bells, rattles and related percussion instruments of ethnic origin most of which do not appear in the standard symphonic repertoire, including, but not limited to the following.

Conga Drums
Timbales (including cow bells and cymbals) Shakers, Maracas, Casaba, Claves
Gongs and Tam Tams
Tambourine, Triangle, Finger Cymbals,
Mark Tree, Bell Tree,
Wood Block

APPENDIX C

CLSO WORKPLACE HARASSMENT, WORKPLACE VIOLENCE AND ANTI-DISCRIMINATION POLICIES AND PROGRAMS

Workplace Harassment Policy and Program

The goal of this policy is to show that CLSO is committed to providing a work environment in which all musicians are treated with respect and dignity. CLSO wishes to assure all musicians that we take serious commitment to adhere to both the spirit and provisions of the *Human Rights Code* and *Occupational Health & Safety Act (OHS)* to prevent harassment in the workplace.

DEFINITIONS

For the purpose of this workplace policy and program, the following terms are defined:

Employer: a person who employs one or more musicians or contracts for the services of one or more musicians and includes a contractor who performs work or supplies services and a contractor who undertakes with an owner, constructor, contractor to perform work or supply services.

Executive Director: a person who has charge of a workplace or authority over a musician.

Steward: is the representative of the TMA in the workplace and charged with reporting any violations of the collective agreement to the Executive Director of CLSO.

Musician: means any of the following:

1. A person who performs work or supplies services for monetary compensation.
2. A secondary school student who performs work or supplies services for no monetary compensation under a work experience program authorized by the school board that operates the school in which the student is enrolled.
3. A person who performs work or supplies services for no monetary compensation under a program approved by a college of applied arts and technology, university, or other post-secondary institution.
4. A person who receives training from an employer, but who, under the *Employment Standards Act (ESA), 2000*, is not an employee for the purposes of that Act because the conditions set out in subsection 1 (2) of that Act have been met.
5. Such other persons as may be prescribed to perform work or supply services to an employer for no monetary compensation.

Workplace: means any land, premises, location, or thing at, upon, in or near which a musician work.

POLICY

Every person has the right to freedom from harassment in the workplace. CLSO has zero tolerance for any form of harassment from any person in the workplace (including musicians, executive directors, stewards, customers, and clients, as applicable). Violation of this policy will

not be tolerated, condoned, or ignored and will result in disciplinary measures up to and including termination with cause.

Workplace harassment, as defined by OHSA, means engaging in a course of vexatious comment or conduct against a musician in a workplace, that is known or ought reasonably to be known to be unwelcome or workplace sexual harassment. Workplace sexual harassment means:

- a) engaging in a course of vexatious comment or conduct against a musician in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- b) making sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the musician and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Workplace harassment behaviours may include but not limited to:

- offensive or intimidating comments or jokes;
- bullying or aggressive behavior; inappropriate staring;
- displaying or circulating offensive pictures or materials;
- workplace sexual harassment;
- isolating or making fun of a musician because of gender identity; and
- other comments or actions which constitute workplace harassment under the *Ontario Human Rights Code*.

Reasonable action taken by the employer or executive director relating to the management and direction of musicians or the workplace is not harassment.

Musicians are encouraged to promote an environment free from any form of workplace harassment. Musicians are also encouraged to report any incidents of workplace harassment to the appropriate person. If a musician needs further assistance, the Musician may contact the Executive Director of the CLSO, the assigned TMA Steward, the TMA representative, or the Ministry of Labour (MOL).

The Executive Director of the CLSO will investigate and deal with all complaints or incidents of workplace harassment in a fair, respectful, and timely manner. Information provided about an incident or complaint will not be disclosed except as necessary to protect musicians, to investigate the complaint or incident, to take corrective action or as otherwise required by law.

All musicians, contractors, managers, and conductors are expected to adhere to this policy and will be held responsible by the employer for not following through. Any person who feels that they have experienced harassment at work may take the necessary steps and file a complaint under this policy without prejudice or fear of reprisal. Musicians will not be disciplined for participating in an investigation involving workplace harassment.

PROGRAM

Musicians are encouraged to report an incident or complaint of workplace harassment as soon

as possible after experiencing or witnessing an incident. This allows the incident to be investigated in a timely manner that is appropriate to the circumstances. The reporting process is outlined below.

A. HOW TO REPORT WORKPLACE HARASSMENT

If harassed, a musician is encouraged to tell the harasser that their behavior is unwelcome and ask them to stop immediately as it is against the CLSO policy. If a musician is not comfortable with approaching the harasser or if the harassment persists, then a musician may proceed with filing a complaint or reporting an incident. This can be done verbally or in writing.

When submitting a written complaint, please use the workplace harassment complaint form which is available from your executive director and/or attached to this document. When reporting verbally, the reporting contact, along with the musician complaining of harassment will complete the complaint form. Anonymous complaints can be made and will be investigated to the best of CLSO's ability.

The report of the incident should include the following information:

- a) Name(s) of the musician who has allegedly experienced workplace harassment and contact information;
- b) Name of the alleged harasser(s), position, and contact information (if known);
- c) Names of the witness(es) (if any) or other person(s) with relevant information to provide about the incident (if any) and contact information (if known);
- d) Details of what happened including date(s), frequency, and location(s) of the alleged incident(s);
- e) Any supporting documents the musician who complains of harassment may have in the musician's possession that is relevant to the complaint;
- f) List any documents a witness, another person or the alleged harasser may have in their possession that are relevant to the complaint.

B. WHO TO REPORT WORKPLACE HARASSMENT TO

Musicians are encouraged to report all harassment-related incidents to their executive director first, at: Catrionamarydelaney@gmail.com or 647-267-9040. If this is not adequately and quickly responded to, the complainant is asked to reach out to the steward present on the date of the complaint. All incidents or complaints of workplace harassment shall be kept confidential except to the extent necessary to protect musicians, to investigate the complaint or incident, to prevent re-occurrence, to take corrective action or otherwise as required by law.

If the musician's executive director or steward or reporting contact is the person engaging in the workplace harassment, any of the following parties may be contacted instead: the TMA representative of the CLSO at 416-421-1020 or oessther@tma149.ca If a musician feels someone from the TMA is the one engaging in the workplace harassment, contact the MOL at [1-877-202-0008](tel:1-877-202-0008).

The Executive Director shall be notified of the workplace harassment incident or complaint so that they can ensure an investigation is conducted that is appropriate in the circumstances. If the incident or complaint involves the employer/executives, a qualified external person from the TMA will conduct the workplace harassment investigation. The TMA shall be notified of any workplace harassment incidents involving TMA members.

C. INVESTIGATION

Commitment to investigate

CLSO will ensure that an investigation appropriate in the circumstances is conducted when the Executive Director or Steward/TMA, becomes aware of the incident of workplace harassment or receives a complaint of workplace harassment.

Who will investigate?

The Executive Director will conduct the investigation of the incident or complaint of workplace harassment or assign a third party to do so to ensure no conflict of interest exists if a musician has concerns. Effective temporary measures appropriate to the circumstances will be implemented to protect the harassed musician when necessary.

The investigation must be completed in a timely manner and generally within 30 days or less, unless there are extenuating circumstances (i.e. illness, complex investigation) warranting a longer investigation.

The musician who has allegedly experienced harassment, the alleged harasser if they are TMA members, and any witnesses if they are TMA members are entitled to have a TMA representative present at any interviews that take place during the investigation.

While the investigation is on-going, the musician who has allegedly experienced harassment, the alleged harasser(s) and any witnesses are encouraged not to discuss the incident or complaint or the investigation with each other or other musicians or witnesses unless necessary to obtain advice about their rights. This is to avoid any unnecessary tension. The investigator may discuss the investigation and disclose the incident or complaint-related information only as necessary to conduct the investigation.

Investigation Process

The person conducting the investigation whether internal or external to the workplace will, at minimum, complete the following:

1. The investigator must ensure the investigation is kept confidential and identifying information is not disclosed unless necessary to conduct the investigation or as required by law. The investigator must remind the musician who allegedly experienced workplace harassment, the alleged harasser(s) and any witnesses of any confidentiality requirements under the employer's workplace harassment program.
2. The investigator must thoroughly interview both the musician who has allegedly experienced workplace harassment and the alleged harasser(s) if the alleged harasser(s) is a musician of the employer. If the alleged harasser is not a musician of the employer, the investigator must make reasonable efforts to interview the alleged harasser if the alleged harasser is known to the employer.
3. The alleged harasser(s) must be given the opportunity to respond to the specific allegations raised by the musician. In some circumstances, the musician who has allegedly experienced workplace harassment should be given a reasonable opportunity to reply.

4. The investigator must separately interview any relevant witnesses employed by the employer who may be identified by either the musician who has allegedly experienced workplace harassment, the alleged harasser(s) or as necessary to conduct a thorough investigation. The investigator must make reasonable efforts to interview any relevant witnesses who are not employed by the employer if there are any identified by either the musician who has allegedly experienced workplace harassment, the alleged harasser(s) or as necessary to conduct a thorough investigation.
5. The investigator must collect and review any relevant documents.
6. The investigator must take appropriate notes and statements during interviews with the musician who has allegedly experienced workplace harassment, the alleged harasser, and any witnesses.
7. The investigator must prepare a written report summarizing the steps taken during the investigation, the complaint, the allegations of the musician claiming harassment, the response from the alleged harasser, the evidence of any witnesses and the evidence gathered. The report must set out findings of fact and must come to a conclusion about whether workplace harassment was found or not. The report must be provided to the employer, executive director, or designated person to take appropriate action.

Within ten (10) days of the investigation being completed, the musician who allegedly experienced the workplace harassment and the alleged, if they are a musician of the employer, will be informed in writing of the results of the investigation and any corrective action taken or that will be taken by the employer to address workplace harassment. The TMA shall also receive a copy of the report.

Confidentiality

Information about complaints and incidents shall be kept confidential to the extent possible. Information obtained about an incident or complaint of workplace harassment, including identifying information about any individual involved, will not be disclosed unless disclosure is necessary to protect musicians, to investigate the complaint or incident, to take corrective action or otherwise as required by law.

While the investigation is on-going, the musician who has allegedly experienced harassment, the alleged harasser(s) and any witnesses should not discuss the incident or complaint or the investigation with each other or other musicians or witnesses unless necessary to obtain advice about their rights. The investigator may discuss the investigation and disclose the incident or complaint-related information only as necessary to conduct the investigation.

Record Keeping

All records of the investigation will be kept confidential and kept for two years. The investigation documents, including this report, should not be disclosed unless it is necessary to investigate an incident or complaint of workplace harassment, take corrective action or otherwise as required by law.

POLICY REVIEW

CLSO will review its Workplace Harassment Policy and Program annually or when any gaps or

deficiencies in its program are identified as a result of an investigation. The CLSO will also implement recommended amendments to ensure on-going compliance with regulated standards and legislated obligations.

WORKPLACE VIOLENCE POLICY and PROGRAM

CLSO is committed to the prevention of workplace violence and is ultimately responsible for musicians' health and safety. Every reasonable step will be taken to protect all musicians from workplace violence from all sources. CLSO aims to assure all musicians that we take serious commitment to adhere to both the spirit and provisions of the *Human Rights Code* and *Occupational Health & Safety Act (OHSA)* to prevent violence in the workplace.

DEFINITIONS

For the purpose this workplace policy and program, the following terms are defined:

Employer: a person who employs one or more musicians or contracts for the services of one or more musicians and includes a contractor who performs work or supplies services and a contractor who undertakes with an owner, constructor, contractor to perform work or supply services.

Executive Director: a person who has charge of a workplace or authority over a musician.

Steward: is the representative of the TMA in the workplace and charged with reporting any violations of the collective agreement to the Executive Director of the CLSO.

Musician: means any of the following:

- a) A person who performs work or supplies services for monetary compensation.
- b) A secondary school student who performs work or supplies services for no monetary compensation under a work experience program authorized by the school board that operates the school in which the student is enrolled.
- c) A person who performs work or supplies services for no monetary compensation under a program approved by a college of applied arts and technology, university, or other post-secondary institution.
- d) A person who receives training from an employer, but who, under the ESA, 2000, is not an employee for the purposes of that Act because the conditions set out in subsection 1 (2) of that Act have been met.
- e) Such other persons as may be prescribed to perform work or supply services to an employer for no monetary compensation.

Workplace: means any land, premises, location, or thing at, upon, in or near which a musician works.

Critical Injury: Under the OHSA, it is defined as an injury of serious nature. This may include:

- a) places life in jeopardy,
- b) produces unconsciousness,
- c) results in substantial loss of blood,
- d) involves the fracture of a leg or arm but not a finger or toe,
- e) involves the amputation of a leg, arm, hand, or foot but not a finger or toe,
- f) consists of burns to a major portion of the body, or causes the loss of sight in an eye.

POLICY

Every person has the right to freedom from violence in the workplace. CLSO has zero tolerance for any form of violence from any person in the workplace (including musicians, executive directors, stewards, conductor, customers, and clients, as applicable). Everyone is expected to uphold this policy and to work together to prevent workplace violence. Violation of this policy will not be tolerated, condoned, or ignored and will result in disciplinary measures up to and including termination with cause.

Workplace violence, as defined by *OHSA*, means the exercise of physical force by a person against a musician, in a workplace, that causes or could cause physical injury to the musician. It also includes an:

- Attempt to exercise physical force against a musician in a workplace, that could cause physical injury to the musician, and;
- A statement or behaviour that a musician could reasonably interpret as a threat to exercise physical force against the musician, in a workplace, that could cause physical injury to the musician.

Under *Bill 132*, the *OHSA*'s definition of "workplace violence" will expand to include "workplace sexual violence" (i.e. sexual assault, stalking, and dating/domestic violence), which is defined as:

Dating/domestic violence is widely understood to be a pattern of behaviour used by one person to gain power and control over another person with whom they have or have had an intimate relationship. This pattern of behaviour may include physical violence; sexual, emotional, and psychological intimidation; verbal abuse; stalking; and using electronic devices to harass and control. Anyone can be a victim of dating/domestic violence, whatever their age, race, economic status, religion, sexual orientation, or education. While men can be victims of dating/domestic violence, women represent the overwhelming majority of victims.

Sexual assault is defined as an assault of a sexual nature that violates the sexual integrity of the victim. It can include unwanted kissing, hugging, molestation, rape, and attempted rape. *The Supreme Court of Canada* has held that the act of sexual assault does not depend solely on contact with any specific part of the human anatomy but rather the act of a sexual nature that violates the sexual integrity of the victim. The victim of the sexual assault can be man or woman, and the attacker can be of the same sex as the victim. A spouse may be charged with sexual assault upon the other spouse.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for their safety or the safety of others or suffer substantial emotional distress. It can include, but is not limited to, acts in which the stalker directly or indirectly, or through third parties, by any action, method, device, or means follows, monitors, observes, surveillances, threatens, or communicates to or about, a person, or interferes with a person's property. *Section 264 of the Criminal Code of Canada* makes stalking a crime.

Workplace violence behaviours may include but are not limited to:

- a) Leaving threatening notes at or sending threatening e-mails to a workplace.
- b) Hitting or trying to hit a musician.
- c) Throwing an object at a musician.
- d) Sexual violence against a musician.

CLSO, as the employer, will ensure this policy and the supporting program are implemented and maintained. This includes measures and procedures to protect musicians from workplace violence, a

means of summoning immediate assistance and a process for musicians to report incidents, or raise concerns are implemented and maintained. All musicians and management will receive appropriate information and instructions on the contents of the policy and program.

Executive Directors will adhere to this policy and the supporting program. Executive Directors are responsible for ensuring that measures and procedures are followed by musicians and that musicians have the information they need to protect themselves.

Every musician must work in compliance with this policy and the supporting program. All musicians are encouraged to raise any concerns about workplace violence and to report any violent incidents or threats. Musicians will not be disciplined for reporting an incident or for participating in an investigation involving workplace violence. If a musician needs further assistance, the musician may contact the Executive Director of CLSO, Steward, the TMA, or the MOL.

The CLSO commits to investigating and dealing with all incidents and complaints of workplace violence in a fair and timely manner, respecting the privacy of all parties concerned as much as possible. Information provided about an incident or about a complaint will not be disclosed except if necessary to protect musicians, to investigate the complaint or incident, to take corrective action, to prevent re-occurrence or as otherwise required by law.

PROGRAM

A. ROLES AND RESPONSIBILITIES OF WORKPLACE PARTIES

CLSO Leadership:

- Ensure that measures and procedures identified in the Violence Program are carried out and that management is held accountable for responding to and resolving complaints of violence.
- Conduct regular risk assessments & establish control measures.
- Deliver education to all musicians.
- Integrating safe behaviour into day-to-day operations.
- Review of all reports of violence and/or threats of violence in a prompt, objective, and sensitive manner. This includes a review of all investigations associated with violence-related incidents.
- Take appropriate corrective action and provide appropriate response measures.
- Facilitate medical attention and appropriate support for those directly or indirectly involved when necessary; and
- Notify the MOL when any person (musician, visitor, customer) is critically injured or killed at the workplace from any cause.

Executive Directors:

- Must enforce policy and procedures and monitor musician compliance
- Identify and alert staff to violent clients.
- Shall investigate all incidents of workplace violence using the organization's investigation procedure and form and contact the police department if necessary.
- Facilitate medical attention for musicians(s) when necessary.
- Ensure that debriefing is completed for those either directly or indirectly involved in the incident.
- Track and analyze for trending and prevention initiative; and
- Immediately report critical injuries to MOL.

- *Musicians*
- Review policy to appropriately respond to any incident of workplace violence.
- Must understand and comply with the violence in the workplace prevention policy and all related procedures.
- Encouraged to report all incidents/injuries of violence and/or threats of violence to the appropriate person.
- Inform the ED about any concerns of potential violence in the workplace and contribute to risk assessments; and
- Seek appropriate support or medical attention from available resources, if necessary, when confronted with violence or threats of violence.

B. MEASURES AND PROCEDURES TO CONTROL RISKS

Workplace Violence Risk Assessments

Identified workplace risks may include but are not limited to the following:

- a) Contact with public or community.
- b) Working with unstable or volatile people.
- c) Working alone or with just a few people; and
- d) Working late at night or early in the morning.

Security Measures and Procedures to Protect musicians

- a) Procedures for handling workplace violence will be reviewed and posted as needed
- b) Upon request, an ED/Steward or another musician will accompany the musician out at the end of their shifts should there be any threat to their safety.
- c) Executive Director will be available if a musician needs help with an aggressive guest.
- d) All entrances/exits are easily accessible and have secure locking mechanisms.
- e) All required fire and safety inspections have been and will continue to be passed, and the venue is adequately equipped with first aid kits.
- f) Digital video surveillance can be monitored from the Casa Loma Security and footage provided if needed for legal purposes.

C. HOW TO REPORT WORKPLACE VIOLENCE

Musicians are encouraged to notify an incident or a complaint of workplace violence as soon as possible after experiencing or witnessing an incident. This allows the incident to be investigated in a timely manner that is appropriate to the circumstances.

To summon immediate assistance:

- a) If a musician is at risk, they should remain calm and try to withdraw from the violent individual and seek an immediate safe location. Signal management or any musician in times of distress for assistance.
- b) Musicians are permitted to keep their cellphone with them during their work should they feel the need to contact a steward, another musician, or the authorities in case of an emergency (i.e. 911 for police, ambulance or fire department).
- c) An ED is always on the floor to oversee and assess patrons and musicians and is willing and

able to assist with any possible violent situations.

- d) Know when to call 911. Incidents involving emergency and/or criminal activity will be referred to the local police department for investigation.
- e) A musician is encouraged to file a complaint or report, which can be done verbally or in writing, if the musician experiences or witnesses any potential or actual workplace violence. When submitting a written complaint, please use the workplace violence complaint form which is available from your executive director or policy form. When reporting verbally, the reporting contact, along with the musician complaining of violence, will complete the complaint form.

The report of the incident should include the following information:

- a) Name(s) of the musician who has allegedly experienced workplace violence and contact information.
- b) Name of the alleged, position and contact information (if known).
- c) Names of the witness(es) (if any) or other person(s) with relevant information to provide about the incident (if any) and contact information (if known).
- d) Details of what happened including date(s), frequency and location(s) of the alleged incident(s).
- e) Any supporting documents the musician who complains of violence may have in his/her possession that is relevant to the complaint.
- f) List any documents a witness, another person or the alleged may have in their possession that are relevant to the complaint.

D. WHO TO REPORT WORKPLACE VIOLENCE TO

Musicians are encouraged to report all violence-related incidents/hazards to their executive director or steward or TMA. This report can be made confidentially, at the musician's request, with the exception of the necessary steps to ensure the safety of others and prevention of re-occurrence. For example, a police report may be necessary.

If the Musician's Executive Director or Steward or reporting contact is the person engaging in the workplace violence, any of the following parties may be contacted instead: Olivia Esther, TMA: 416-421-1020 or olesther@tma149.ca ; If the Executive Director, Steward or TMA representative is the one engaging in the workplace violence, please contact: Dusty Kelly at: dusty@tma149.ca Or contact the employer/executives or MOL at 1-877-202-0008.

If a violent incident results in a critical injury, the employer/executives will notify the MOL, and the Executive Director, the Steward and the TMA and will report their findings to the MOL in writing.

The Executive Director shall be notified of the workplace violence incident or complaint so that they can ensure an investigation is conducted that is appropriate in the circumstances. If the incident or complaint involves the employer, a qualified external person will conduct the workplace violence investigation.

All incidents or complaints of workplace violence shall be kept confidential except to the extent necessary to protect musicians, to investigate the complaint or incident, to take corrective action, to prevent re-occurrence or otherwise as required by law.

INVESTIGATION

Commitment to investigate

CLSO will ensure that an investigation appropriate in the circumstances is conducted when they, the steward, or executive director, becomes aware of the incident of workplace violence or receives a complaint of workplace violence.

Who will investigate?

The ED will conduct the investigation into the incident or complaint of workplace violence. Effective temporary measures appropriate to the circumstances will be implemented to protect the victim, when necessary. If the allegations of workplace violence involve the executives, the employer will refer the investigation to an external investigator to conduct an impartial investigation.

The investigation must be completed in a timely manner and generally within 30 days or less, unless there are extenuating circumstances (i.e. illness, complex investigation) warranting a longer investigation.

While the investigation is on-going, the musician who has allegedly experienced violence, the alleged and any witnesses are encouraged not to discuss the incident or complaint or the investigation with each other or other musicians or witnesses unless necessary to obtain advice about their rights. This is to avoid any unnecessary tension. The investigator may discuss the investigation and disclose the incident or complaint-related information only as necessary to conduct the investigation.

The Musician who has allegedly experienced harassment, the alleged if they are TMA members, and any witnesses if they are TMA members are entitled to have a TMA representative present at any interviews that take place during the investigation.

Investigation Process

The person conducting the investigation whether internal or external to the workplace will, at minimum, complete the following:

- a) The investigator must ensure the investigation is kept confidential and identifying information is not disclosed unless necessary to conduct the investigation or as required by law. The investigator must remind the musician who allegedly experienced workplace violence, the alleged and any witnesses of any confidentiality requirements under the employer's workplace violence program.
- b) The investigator must thoroughly interview both the musician who has allegedly experienced workplace violence and the accused if the accused is a musician of the employer. If the accused is not a musician of the employer, the investigator must make reasonable efforts to interview the accused if the accused is known to the employer.
- c) The accused must be given the opportunity to respond to the specific allegations raised by the musician. In some circumstances, the musician who has allegedly experienced workplace violence should be given a reasonable opportunity to reply.
- d) The investigator must separately interview any relevant witnesses employed by the employer who may be identified by either the musician who has allegedly experienced workplace violence, the accused or as necessary to conduct a thorough investigation.
- e) The investigator must make reasonable efforts to interview any relevant witnesses who are not employed by the employer if there are any identified by either the musician who has allegedly experienced workplace violence, or the accused or as necessary to conduct a thorough investigation.

- f) The investigator must collect and review any relevant documents.
- g) The investigator must take appropriate notes and statements during interviews with the musician who has allegedly experienced workplace violence, the accused, and any witnesses.
- h) The investigator must prepare a written report summarizing the steps taken during the investigation, the complaint, the allegations of the musician claiming violence, the response from the accused, the evidence of any witnesses and the evidence gathered.
- i) The report must set out findings of fact and must come to a conclusion about whether workplace violence was found or not. The report must be provided to the employer, executive director, or designated person to take appropriate action.

Within ten (10) days of the investigation being completed, the musician who allegedly experienced the workplace violence and the alleged, if he or she is a musician of the employer, will be informed in writing of the results of the investigation and any corrective action taken or that will be taken by the employer to address workplace violence.

POLICY REVIEW

CLSO will review its Workplace Violence Policy and Program annually or when any gaps or deficiencies in its program are identified as a result of an investigation. The employer will also implement recommended amendments to ensure on-going compliance with regulated standards and legislated obligations

Anti-Discrimination Policy

Discrimination means any form of unequal treatment based on a Code ground, whether imposing extra burdens or denying benefits. It may be an intentional or unintentional act, or it may involve direct or indirect actions that are discriminatory.

This Policy prohibits discrimination based on the following grounds, and any combination of these grounds:

- Creed (religion)
- Sex (including pregnancy and breastfeeding)
- Sexual orientation
- Race
- Ancestry
- Place of origin
- Ethnic origin
- Colour
- Citizenship
- Family status
- Gender identity and gender expression
- Marital status
- Disability
- Record of offences (criminal conviction for a provincial offence, or for an offence for which a pardon has been received)
- Association or relationship with a person identified by one of the above grounds
- Age
- Perception that one of the above grounds applies

Musicians and management are expected to uphold this policy and to work together to prevent

discrimination. Violation of this policy will not be tolerated, condoned, or ignored and will result in disciplinary measures up to and including termination with cause.

ACKNOWLEDGEMENT

I hereby confirm that I have read, understood and will comply with CLSO's Workplace Harassment & Violence, and Anti-Discrimination policies indicated in this handbook. I also understand and agree that if I violate the rules set forth, disciplinary measures may be applied up to and including immediate termination with cause.

MUSICIAN NAME (PRINTED)

SIGNATURE

DATE

COMPLAINT STEPS FOR TMA MUSICIANS

1. The offended party shall make known to the harasser, either directly or indirectly (through another Musician, the Steward, contractor, or Executive Director) that they have been subjected to unwelcome behaviour.
2. If the behaviour continues, the complainant shall report the offending behaviour to the Executive Director. Alternatively, the complainant shall report the matter to the Steward or the TMA who shall inform the CLSO.
3. If the complaint is not resolved with the CLSO and the TMA, the complainant shall complete the Harassment Complaint Form which shall provide the following:
 - a) Name(s) of the Musician(s) who has allegedly experienced workplace harassment and or violence and contact information
 - b) Name of the alleged, position and contact information (if known)
 - c) Names of the witness(es) (if any) or other person(s) with relevant information to provide about the incident (if any) and contact information (if known)
 - d) Details of what happened including date(s), frequency and location(s) of the alleged incident(s)
 - e) Any supporting documents the musician who complains of violence may have in his/her possession that is relevant to the complaint
 - f) List any documents a witness, another person or the alleged may have in their possession that are relevant to the complaint.

*a copy of the form shall be given to each the CLSO and the TMA

4. The CLSO shall investigate the matter discreetly and confidentially, or the CLSO may appoint a neutral third party to conduct an investigation.
5. If appropriate, a timely copy of the complaint will be provided to the alleged offender and request a prompt response to the allegations, and if possible, bring the parties together to attempt to resolve the issue. Any TMA member who is party to the complaint shall be entitled to a union representative/Steward in attendance at any meeting.
6. If the complaint is substantiated, the CLSO may discipline the Musician or accused party up to an including termination or suspension of their contract. A complaint under the provisions of this policy shall in no way prejudice the complainant's employment, except in the event that the investigation reveals that the complaint was frivolous, vexatious or made in bad faith, a similar sanction may be brought against the complainant.
7. In the event that the CLSO and the TMA are in dispute with respect to any matter arising from the application of this policy either party may refer the dispute to Article 29 - Grievance and Arbitration or apply for assistance to the Ministry of Labour.

COMPLAINT FORM

Name: _____

Contact: _____

Please check all the apply:

- Workplace Harassment
- Sexual Harassment
- Workplace Violence

Name of the alleged: _____

Position and contact information (if known):

Names of the witness(es) (if any) or other person(s) with relevant information to provide about the incident (if any) and contact information (if known):

Details of what happened *(including date(s), frequency and location(s) of the alleged incident(s)):*

Date: _____

Number of incidents: _____

Location of incident(s): _____

Did you express that you wished this behaviour to stop?

Yes: _____ No: _____

Any supporting documents you have in your possession that is relevant to the complaint?

Yes: _____ No: _____

List any documents, witnesses, you or another person has in their possession that are relevant:

On a separate page outline your experience, actions and expectations for resolution.

Signature: _____

Date: _____