



Agreement between

The Canadian Opera Company

and

The Toronto Musicians' Association
Local 149 AFM of the United States and Canada

Effective Date: July 1, 2025

Up to and including

June 30, 2028

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This Agreement is made this 1st day of July, 2025, by and between the CANADIAN OPERA COMPANY (the COC) and the TORONTO MUSICIANS' ASSOCIATION, Local 149, American Federation of Musicians of the United States and Canada (the TMA).

The parties desire to continue the collective bargaining relationship that has existed between them for many years. This Agreement shall set forth the terms of working conditions for instrumental musicians, except conductors and assistant conductors, engaged or to be engaged by the COC during the term hereof. In consideration of the premises and of the mutual covenants hereinafter set forth, the parties agree as follows:

Members of the Basic Orchestra shall be engaged for the COC's season, which begins July 1 and ends June 30.

ARTICLE 1 - RECOGNITION AND ASSOCIATION SECURITY

A. RECOGNITION

1. The COC recognizes the TMA as the exclusive collective bargaining representative of all instrumental musicians engaged by the COC during the term of this Agreement. The COC further recognizes the Orchestra Players' Committee as an initial body, which shall deal with the COC as representative of the musicians on all matters concerning the administration of this Agreement, which Committee shall work with the TMA in discharging its duties.
2. The COC Board of Directors through its Nominating Committee will invite one of two nominees from the members of the Basic Orchestra to represent the musicians at meetings of the COC Board. The artist representative will have no director's responsibility and will not be eligible to vote. While representing the interests of COC artists to the Board, they also have the responsibility to consider policies and decisions in view of the needs of the COC as a whole and to contribute to discussion with this in mind. They will be bound by reasonable standards of confidentiality.
3. The COC will schedule a minimum of one meeting per season between the Orchestra Committee of the Board of Directors and the Orchestra Players' Committee in order to encourage open and candid dialogue and to allow both parties the opportunity to pose questions to the other. Upon mutual agreement of these Committees, the Orchestra Players' Committee may be scheduled to make a presentation to the full Board of Directors.

B. TMA SECURITY

The COC agrees that all musicians who, on the date of the signing of this Agreement, are members of the TMA shall maintain their membership in the TMA as a condition of their engagement. The COC further agrees that musicians engaged after the signing of this Agreement, as a condition of said engagement, be or become members of the TMA prior to said engagement and thereafter maintain their membership in the TMA. The term "maintain their membership in the TMA" shall be interpreted to include the payment of applicable uniform TMA fees and assessments, if any, and TMA membership and work dues.

C. DEDUCTIONS FROM FEES

1. Upon written notice from the TMA or an authorized orchestra representative, the COC agrees that it will deduct from any fees payable to the musicians the amount of any dues or assessments levied by the American Federation of Musicians or its conferences for COC activities and make a payment in the format and currency of the TMA's choosing to the TMA, AFM, or relevant conference of the AFM. The COC shall remit all TMA work dues no later than thirty (30) days after the final performance of a mini-season* or other production. The COC and the TMA agree that any controversies concerning the TMA deductions of any kind will be dealt with directly between the TMA and the Musician(s).

*A mini-season is defined as the period of consecutive week and or half weeks including two (2) or more opera productions.

2. Organization of Canadian Symphony Musicians (OCSM) Dues will be deducted from the payroll and remitted to the OCSM Treasurer by December 1 of each season.

D. GENERAL DIRECTOR INPUT AND MUSIC DIRECTOR OR PRINCIPAL CONDUCTOR SELECTION

1. A meeting of the Orchestra Players' Committee and the Orchestra Board Committee will be held to discuss the appointment of a new General Director. This meeting will be held in advance of the appointment of the search committee. The purpose of the meeting will be to consult and gain the input of the orchestra.
2. The Orchestra Players' Committee and the General/Artistic Director will consult at key stages throughout the process of the appointment of a new Music Director or Principal Conductor. This consultation will involve:

- i.) an initial meeting to gain input;
 - ii.) an update, if necessary;
 - iii.) a discussion regarding the short-list.
3. Appointment of Music Director or Principal Conductor:
- i.) Any Search Committee formed to fill the position of Music Director or Principal Conductor will include at least two (2) playing members of the Orchestra, who will be elected by the Members of the Orchestra.
 - ii.) The appointment of a new Music Director or Principal Conductor will be subject to consultation with the membership of the Orchestra. The General Director (or designate) will meet with the Orchestra Players' Committee to determine the best manner to carry out this consultation.
 - iii.) The membership of the Orchestra shall be consulted prior to the first contract renewal of a newly-appointed Music Director or Principal Conductor. The General Director (or designate) will meet with the Orchestra Players' Committee to determine the best manner to carry out this consultation.
 - iv.) It is understood that the final decision regarding the appointment of a new Music Director or Principal Conductor rests with the General Director.

ARTICLE 2 - COMPOSITION OF THE ORCHESTRA

A. BASIC ORCHESTRA

1. The COC shall engage a basic orchestra of 56 players who are entitled to guarantees of work and tenure as outlined in this agreement. Each member of the basic orchestra will be engaged in their contracted position for all COC services which require their instrument. This will not prevent reasonable substitutions as required by illness or absence.
2. The instrumentation for the 56 members of the basic orchestra shall be as follows:

Concertmaster
 Associate Concertmaster
 Assistant Concertmaster
 Eight (8) section 1st Violin
 Principal 2nd Violin
 Assistant Principal 2nd
 Six (6) section 2nd Violin

As of 2016, auditions for violin will be "Section Violin". Current section violinists will maintain their respective designations as "1st Violin" or "2nd Violin". The total number of tutti violinists will always be fourteen (14). Section violinists who are currently designated "1st Violin" or "2nd Violin" may request to have their designation changed to "Section Violin" by making this request, in writing, to the Personnel Manager between March 1 and May 1 of a contract year, with the change to take effect on July 1. Such requests will require the approval of the Music Director, in consultation with the Concertmaster and Principal 2nd Violin, which will not be unreasonably withheld. In evaluating such requests, the Music Director will endeavor to maintain approximately equal numbers of 1st and 2nd Violins.

Principal Viola
 Assistant Principal Viola
 Four (4) section Viola

Principal Cello

Associate Principal Cello
Assistant Principal Cello
Three (3) section Cello

Principal Bass
Assistant Principal Bass
Two (2) section Bass

Principal Flute
Flute/Piccolo

Principal Oboe
Oboe/English Horn

Principal Clarinet
Clarinet/Bass Clarinet

Principal Bassoon
Bassoon/Contra Bassoon

Principal Horn
2nd Horn
3rd Horn
4th Horn

Principal Trumpet
Trumpet

Principal Trombone
Trombone
Bass Trombone

Principal Tuba/Cimbasso

Principal Harp
Principal Timpani
Principal Percussion

3. The duties of the assistant principal include being prepared to assume the role of principal if called upon due to the sudden or temporary absence of the principal player.
4. When a principal player has a leave of absence for a complete production or a full season, the associate principal will assume the principal position.
5. When an associate principal player has a leave of absence or is replacing the principal player for a complete production or a full season, the assistant principal will assume the associate principal position.
6. When a principal player has a leave of absence for a complete production or a full season in any section that does not have an associate principal position, the relevant audition or consultation committee under Articles 8.N and 8.O shall be consulted regarding a replacement.
7. The Stage Librarian shall be selected from the basic orchestra at an additional fee to be negotiated between the selected musician and the COC. When the Stage Librarian is unavailable the position may be filled by the COC Music Librarian or Assistant Librarian provided that that person is a member of the TMA.

B. IDENTITY WITH THE PRODUCT

1. The parties agree that the Orchestra is an integral part of each mainstage production in Toronto. The COC shall engage the Orchestra whenever possible under the terms of this agreement for productions, concerts and events taking place in South/Central Ontario (as currently defined by the Ontario Arts Council Touring Office) under its auspices which are not part of the COC's mainstage activities.
2. For any productions, concerts or events where the COC is using the COC Orchestra or is billing the production, concert or event as "Members of the COC Orchestra" or using any similar description or terminology, the terms of this Agreement will be in force. Where the fees and conditions are covered by an existing AFM agreement, Articles 2, 4.F and 4.H will be in force and the members of the Basic Orchestra shall have first right of refusal for such productions, concerts or events.
3. The only exceptions are where the fees and conditions are covered by an existing AFM agreement, or for any of the exceptions detailed below.
 - i.) Tours produced by the COC when the majority of locations fall outside of South/Central Ontario. Number of musicians hired will depend on repertoire and ability of venue to accommodate an orchestra.
 - ii.) Productions or co-productions in Toronto if they occur at the same time as mainstage opera productions for which the orchestra is already engaged.
 - iii.) Co-productions in venues covered by other AFM agreements. If the COC is the controlling partner, COC musicians shall be contracted under the terms and conditions of the existing AFM agreement. If COC is not the controlling partner, the COC will use its best endeavours to promote the contracting of COC Basic Orchestra musicians. Should the COC rely on this exception, then, upon request the TMA shall have the right to review the pertinent co-production documents on the understanding that they remain confidential. The COC, through the Personnel Manager, shall also provide the COC Orchestra Players Committee with a list of proposed personnel prior to offering contracts to those players. The Personnel Manager's duties, as described in Article 2.E, continue to apply to this Article.
 - iv.) Special events (meaning a stand-alone event which is not part of the mainstage season) or fundraising galas using foreign or Canadian opera companies touring to Toronto with their own orchestras.
 - v.) Chorus and ensemble concerts, recitals, gigs, ensemble and education tours and other COC presentations which have not previously required an orchestra.

C. STRING ROTATION

1. Prior to the commencement of each new season the Personnel Manager shall set up the seating for the rotating string sections for the first production of the season based on the seating from the last performance of the previous season. The seating shall rotate in a counterclockwise manner within the section for each change of repertoire.
2. There will be a separate rotation list for concerts. The seating shall rotate in a counterclockwise manner within the section and shall be carried over to each new concert.
3. For reduced string sections outside of the guarantee, a record of players not used in the performance shall be kept. These players will be given priority at the next opportunity for engagements beyond the guarantee. When a string section is reduced for a mainstage production, at least one additional player will be rehearsed and rotated into the section so that each regular player may have an equal share of performances off. Players who have the performance off must be available on call for the performance in case of illness or emergency, unless a leave of absence has been granted. This rotation will not include titled positions. This rotation will be monitored by the

Orchestra Players Committee.

4. A record will be kept outlining which musicians have had the opportunity to play titled positions, including on or off-stage parts. These step-ups, subject to the discretion of the Music Director, will be distributed equitably throughout the section as opportunities arise.
5. When extra musicians are required for the 1st violin section, one member of the 2nd violin section, on a rotating basis, shall be given first right of refusal to move to the 1st violin section before an extra musician is hired. Titled positions are not included in this rotation. This rotation will be monitored by the Personnel Manager.
6. As Article 2.A.2 provides, as of 2016, any new non-titled violinists will be considered "Section Violin". These musicians will rotate through both the 1st and 2nd violin sections with the objective of playing at least two (2) operas in each section.
7. Musicians returning from leave shall resume their position in the rotation order.
8. When practical, extra musicians will be seated on an inside stand next to a member. It is agreed that two (2) extra musicians may be seated on the same stand when three (3) or more extras are engaged in a violin section. When only some extras are seated with members, extra musicians who have not previously been engaged by the COC shall be seated with members whenever possible. Extra musicians, if required, will always be seated proceeding from the back of the section.
9. The Personnel Manager shall contact the Players Committee six (6) weeks prior to the forthcoming season before finalizing the rotation.
10. The Personnel Manager shall keep complete and accurate records of such rotations in each section. The records prepared by the Personnel Manager will be available fourteen (14) days prior to each new production and shall be posted at each production.
11. To fill a chair in case of absences for only part of the production, or absences for an entire production which arise after it is practical to adjust the rotation for the program, the member occupying the chair nearest to the back of the section will fill the vacancy. An extra player will then fill the vacancy created by the departure of that member, if required.

D. EXTRA MUSICIANS

1. Extra musicians shall be engaged by the COC as required through the Personnel Manager in consultation on a regular basis with the Music Director and the principal of the section involved. All conditions of engagement as per Article 1 shall apply except that persons who are affiliated with other locals of AFM may, where necessary and following the aforesaid consultations, be engaged as extra musicians. This process is detailed in Article 2.E.vi.). These extra musicians shall be listed in the program separately from members of the regular orchestra.
2. Not later than the first performance of the season's final operas, the season's substitute and extra musician list shall be distributed by e-mail to the members of each string section for consideration. Members of the string section on an ongoing basis may submit suggestions to the Orchestra Players Committee which are then forwarded anonymously to the Principal of the section for consideration.
3. COC shall make best efforts to engage extras and substitutes with sixty (60) days' notice. If COC initiates changes to extra or substitute engagement with less than thirty (30) days' notice COC shall provide full pay for all services engaged, whether the extra or substitute is able to fulfill the changed service(s) or not.

E. PERSONNEL MANAGER

1. The COC shall engage all musicians required under this Agreement through a Personnel Manager who shall be a member of the TMA. The Personnel Manager shall be appointed by the COC, and the TMA shall be so informed. The Personnel Manager may be a playing member of the orchestra. Any orchestra member who agrees to act as Personnel Manager shall not penalize musicians or make musical judgments on behalf of the COC or interpret this Agreement on behalf of the COC.
2. The following are the duties of the Personnel Manager:
 - i.) The Personnel Manager shall inform the musicians who is required and when, for rehearsals and performances.
 - ii.) The Personnel Manager shall enforce strict adherence to the scheduled times for rehearsals and dress rehearsals.
 - iii.) The Personnel manager shall submit a payroll list to the COC with a copy to the TMA. Full details of overtime, doubling, etc. must be submitted.
 - iv.) The Personnel Manager shall inform orchestra members of requests, comments and information in the form of announcements from the COC to the orchestra members. This may be coordinated through the Orchestra Players' Committee.
 - v.) The Personnel Manager shall be responsible for advertising openings and procedures for auditions as per Article 8.
 - vi.) Subject to Article 8H, the Personnel manager shall be responsible for engaging extra musicians on behalf of the COC in consultation on a regular basis with the Music Director or Designate and the principal of the section involved. In cases where a principal is being engaged as the extra player, consultation will include all members of the appropriate committee as outlined in Articles 8.N and 8.O.
 - vii.) The Personnel Manager shall notify musicians, in no less than thirty (30) days, of any leaves granted within their section. The COC shall appoint a substitute from the Basic Orchestra or the COC Music Librarian, provided that the Music Librarian is a member of the TMA, when the Personnel Manager is unavailable. The Personnel Manager shall provide access for contracted musicians to an up-to-date on-line rehearsal and performance calendar for the current year of the contract.
3. If further duties are required by the COC, they shall be defined in a side letter of agreement with the Personnel Manager. A copy of this letter must be filed with the TMA.

ARTICLE 3 - BASIC REMUNERATION AND GUARANTEES

A. WORK – GUARANTEE

1. Each member of the basic orchestra will be guaranteed a minimum of 115 services plus the Electronic Media Guarantee (EMG) as described below for each season. For services which the member of the basic orchestra plays, they will receive basic scale plus any applicable premiums. For services which form part of the guarantee but which the musician does not play because their instrument is not required, the musicians will receive basic scale plus any applicable premiums as outlined in the Agreement.
2. The services used to calculate the Guarantee shall occur in no more than 25 (twenty-five) non-consecutive weeks and shall relate to the COC's mainstage opera productions.
3. The number of services per week for mainstage productions shall be no less than four (4). Subject to Article 3.G., there shall be no more than eight (8) services in a week. The COC may schedule a half (½) week (Friday to Sunday) at the beginning of a mini season or a half (½) week (Monday to Thursday) at the end of a mini season. The half (½) week would have a maximum of four (4) services and a minimum of two (2).
4. Musicians whose remuneration for mainstage services does not reach the Guarantee can be assigned at the COC's discretion to other activities (for example: Operamania, concerts, Composer-in-Residence operas, tours, fundraising events, outreach and education events) until the Guarantee has been reached. Any services beyond that are paid in addition and at the musician's regular rate. The guarantee services can be used for projects in which the COC has financial or artistic participation. Projects in which the COC does not have financial or artistic participation may be eligible towards the guarantee calculation only if they have sufficient artistic or promotional merit. It is understood that musicians cannot be assigned to non-musical activities as part of their guarantee commitment. Concerns about the use of the Guarantee can be referred to the Joint Committee.
5. Each member of the basic orchestra may be engaged to perform services in positions other than their contracted position pursuant to Article 2.A.1 and these services shall count towards the guarantee calculation. This provision is not intended to cause a demotion.
6. If for any reason other than paid sick leave and paid personal emergency leave the musician is absent or released from any of the services used to calculate the Guarantee, the Guarantee for that musician will be reduced by the value of those missed services.
7. There shall be a total of no less than 46 rehearsals per 7-opera season and no less than 39 rehearsals per 6-opera season. These rehearsal services may be allocated to individual operas as required.
8. An extra musician engaged to play on stage or backstage only shall be guaranteed no less than two (2) rehearsal services, one of which shall be a dress rehearsal.
9. A musician who is not required for an opera and has accumulated more than sixteen (16) unscheduled guaranteed services, may request to be paid for the unscheduled guaranteed services during the production run of that opera. The COC will reserve a minimum of sixteen (16) unscheduled guarantee services to be paid at the end of the season.

B. ELECTRONIC MEDIA GUARANTEE

1. Each member of the basic orchestra will receive an Electronic Media Guarantee (EMG) equal to the value of five (5) services at basic scale plus any applicable premiums.

2. Musicians shall be paid for electronic media services when those services occur. Pension, work dues, and appropriate contracts will be remitted to the TMA at that time.
3. The EMG may be applied to any payment due to an Orchestra Member for Electronic Media Services provided under the Integrated Media Agreement for Canada (IMAC), excluding Revenue Participation payments, during the season to which the EMG payment applies.
4. An account shall be kept of the payments made to each orchestra member for eligible IMAC fees. If the orchestra member earns less in eligible IMAC fees than the EMG as set forth above, then the balance owing the orchestra member shall be paid at the end of the contract year.
5. If a musician takes leave pursuant to Article 6.D (Personal Days) or 6.E (Short Term Leave) for a service to which an EMG payment applied, that musician's EMG will be reduced by the amount of that payment, provided that the musician was informed of the recording project prior to requesting the leave.
6. A musician's guarantee will not be reduced if Electronic Media Services are missed pursuant to Article 6.F (Sick Pay), 6.G (Personal Emergencies), 6.H (Pregnancy and Parental Leave), or 6.I (Religious Holidays).

C. SERVICE - PERFORMANCE AND REHEARSAL

1. A rehearsal service shall be booked for a minimum of three (3) hours. Additional time in excess of three (3) hours may be booked subject to terms and conditions in Sub-section D.
2. For mainstage productions only, up to two (2) dress rehearsals per production and all performance services shall be booked for a minimum of three hours and fifteen minutes (3:15). Additional time in excess of three hours and fifteen minutes (3:15) may be booked subject to terms and conditions in Sub-section D.
3. For all engagements other than mainstage productions, all performance services shall be booked for a minimum of three (3) hours. Additional time in excess of three (3) hours may be booked subject to terms and conditions in Sub-section D.
4. All services will be scheduled as either rehearsals or performances, not both, except that for performances at the Richard Bradshaw Amphitheatre, the dress rehearsal or soundcheck may be combined with the performance in a single service.

D. SCALE FEES

1.

	<u>2025/26</u>	<u>2026/27</u>	<u>2027/28</u>
Scale fee per service	\$313.24	\$322.64	\$332.32
∴ 15 minutes additional time	\$26.10	\$26.89	\$27.69
∴ 15 minutes unscheduled overtime	\$39.15	\$40.34	\$41.54

2. Additional rehearsal time may be scheduled in fifteen (15) minute increments on a pro-rata basis. A rehearsal shall not exceed four (4) hours in length. Rehearsal time in excess of four (4) hours shall be deemed unscheduled overtime and will be paid with a penalty of an additional fifty percent (50%) for each fifteen (15) minute increment.
3. For a Dress Rehearsal or Pre-Dress Rehearsal time in excess of four (4) hours may be scheduled in fifteen (15) minute increments on a pro-rata basis.
4. Additional performance time may be schedule in fifteen (15) minute increments on a pro-rata basis in accordance with the running time of each opera. Performance time in excess of five (5) hours shall be deemed unscheduled overtime and will be paid with a penalty of an additional fifty percent (50%) for each fifteen (15) minute increment.

5. Performances that end within five (5) minutes beyond the scheduled time shall be paid with a fifteen (15) minute increment on a pro-rata basis. Performances that end more than five (5) minutes beyond the scheduled time shall be paid with a penalty of an additional fifty percent (50%) for each fifteen (15) minute increment.
6. All Principal, Assistant Principal and Doubling percentages shall apply to additional time and unscheduled overtime. (See Article 5).
7. Rehearsal service begins at scheduled time, as determined by the stage manager's clock for ORCAS (Orchestra and Cast rehearsals) and dress rehearsals and by Personnel Manager's clock for ORNOs (Orchestra Note rehearsals). The Personnel Manager's clock shall be displayed in a prominent location during ORNOs. Rehearsal service is finished at the end of the scheduled time or when the orchestra is officially dismissed by the COC's representative.
8. Performance begins at scheduled time, as determined by the stage manager's clock. Performance is deemed to be over at the end of the last bar of music. The orchestra is expected to remain in the pit to acknowledge the Orchestra Bow. This is not considered part of the performance service.
9. Orchestra is expected to be in place, tuned, and ready to perform by the beginning of scheduled service.
10. Intermissions,
 - i.) For operas of less than two hundred and ten (210) minutes, following acts of up to seventy-five (75) minutes there shall be an intermission of no less than twenty (20) minutes. For acts of more than seventy-five (75) minutes and less than ninety-five (95) minutes there shall be an intermission of no less than twenty-two (22) minutes. For acts of more than ninety-five (95) minutes there shall be an intermission of no less than twenty-five (25) minutes.
 - ii.) For operas of two hundred and ten (210) minutes or more, following acts of up to seventy-five (75) minutes there shall be an intermission of no less than twenty (20) minutes. For acts of more than seventy-five (75) minutes there shall be an intermission of no less than twenty-five (25) minutes.

E. FEE TO ORCHESTRA PLAYERS' COMMITTEE

1. In lieu of a Steward's fee, the COC agrees to pay ten percent (10%) of the musician's scale fee to the Orchestra Players' Committee.
2. As no Steward will be appointed by the TMA and in consideration of the Steward Fee now being paid to the Orchestra Players' Committee, the Orchestra Players' Committee will undertake to provide appropriate Steward services to the Orchestra, the COC, and the TMA. Details of the duties of the Steward are set out in the Constitution and By-Laws of the TMA, Article 40.

F. METHOD OF PAYMENT

The COC shall be solely responsible for payment to all engaged musicians for all engagements. For each mainstage production run, a payment schedule will be posted by the first dress rehearsal. Payments shall be completed by the final Sunday in each production run with the exception of payment adjustments for the final week (additional time, unscheduled overtime) which will be paid in the following week. Payments shall be made on a weekly basis, and the COC shall be responsible for the distribution of said payments. The COC shall list payment details on each pay cheque, including any overtime, step-ups or other such payments that are made in addition to the payments listed in the posted payment schedule.

G. NUMBER OF SERVICES, SCHEDULING AND FREE DAYS

1. There shall be no more than two (2) services in any one (1) day.
2. There shall be a minimum break of ninety (90) minutes between services held on any one (1) day.
3. There shall be no rehearsals before 11am on a Sunday.
4. There shall be no rehearsals on the morning after an opening night.
5. A week shall be counted as a calendar week, Monday to Sunday.
6. If there are more than eight (8) services in any calendar week, every service over eight (8) shall be paid for at the rate of fifty percent (50%) over scale.
7. In any and all calendar weeks, there must be at least one (1) free day. A "free day" shall mean the period of time commencing at midnight and ending at nine a.m. of the second following day, during which the musician shall not be required to perform any services or obligations for the COC whatsoever. Monday shall be a "free day" except as for:

2025-2026: nine (9) Mondays
2026-2027: eight (8) Mondays
2027-2028: eight (8) Mondays

The COC shall provide a preliminary draft schedule no later than February 28, of the preceding season/year to the Orchestra Players' Committee. The Orchestra Players' Committee shall review the schedule and provide feedback prior to March 15, and COC shall take into consideration any suggestions for changes to the schedule.

8. Once the free day has been designated, it may only be changed upon giving the orchestra members and the TMA a minimum of seven (7) days' notice. The COC undertakes to give as much advance notice of such change as is possible.
9. At no time shall there be more than nine (9) consecutive work days between free days. Should services be required for more than nine (9) days in a row, then an additional payment of fifty per cent (50%) above scale shall be made from the tenth (10th) day onwards.
10. CHRISTMAS: During Christmas week, there shall be two (2) free days, one of which shall be Christmas Day.
11. CHRISTMAS EVE AND NEW YEAR'S EVE: If the Orchestra is required to perform on December 24 after 5:30 p.m. or on December 31 after 5:30 p.m., a premium payment of one hundred per cent above the musician's scale fee shall be paid. The Orchestra will not be required to rehearse after 5:30 p.m. on these days. Before 5:30 p.m. the Orchestra can rehearse or perform at regular scale fees.
12. NEW YEAR'S DAY: In New Year's week, the free day shall be New Year's Day.
13. GOOD FRIDAY: The Orchestra will not rehearse before 5:30 p.m. on Good Friday. If the Orchestra performs on Good Friday or rehearses after 5:30 p.m., a premium payment of one hundred percent above the musician's scale fee shall be paid.
14. EASTER: The musicians' free day during Easter week shall be Easter Sunday.
15. VICTORIA DAY, CANADA DAY, AUGUST CIVIC HOLIDAY, THANKSGIVING: The COC may schedule performances but no rehearsals. Musicians will be paid at regular scale rate.

H. SUBSTITUTE MUSICIANS

The COC hereby authorizes the Personnel Manager to provide a substitute musician on a short-term basis for any musician who, by illness or absence, does not perform any or all of the services for which said musician has been engaged. The agreement of the musician(s) to perform is subject to proven detention by sickness, accidents, or accidents to means of transportation, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond the control of the musician(s). Permission to send a substitute shall be at the discretion of the Music Director or Designate and the Personnel Manager.

I. PERSONAL CONTRACT

1. A musician's position as concertmaster, associate concertmaster, assistant concertmaster, principal player or assistant principal player shall be stated in their personal contract. The Music Director will specify the remaining seating in consultation with the principal of the section.
2. Personal contracts, including a schedule in calendar form for the season of the contract signed, will be issued no later than April 1 of each year in which an Agreement is in place. Personal letters of intent will be issued no later than April 1 of each year in which the Agreement is in negotiation. Such letters of intent shall, upon signing of the Agreement being negotiated, assume the power and effect of a Personal Contract.
3. The COC shall file one copy of each musician's personal contract with the TMA by September 1 of each year.

ARTICLE 4 - WORKING CONDITIONS

A. ANNUAL REHEARSAL AND PERFORMANCE SCHEDULE

1. The COC shall provide to the musicians of the basic orchestra a schedule in calendar form specifying rehearsal and performance dates and times by April 1 of each year. The COC may alter or add to the annual schedule calendar. If sixty (60) days or more notice is given, members of the basic orchestra are required to perform these altered or added services and they count towards services used to calculate the Guarantee. In the event that the altered or added services conflict with another contracted AFM engagement, the parties agree to attempt to resolve the conflict on a case-by-case basis. If fifty-nine (59) days or less notice is given, members of the basic orchestra will use their best efforts to accommodate the change but are not required to perform the altered or added services and the services will not count towards the calculation of the Guarantee.
2. The COC will make best efforts to have music available to the orchestra no later than two (2) weeks prior to the first rehearsal for each production, concert, or event.

B. PERFORMANCE LENGTH

1. A performance may not exceed three (3) hours and fifteen (15) minutes without additional compensation, as set out in Article 3.D.4.
2. Prior to the performance, the COC shall post on the Orchestra bulletin board the estimated running time of each act and the estimated length of the intermissions.
3. An intermission shall be no less than thirteen (13) minutes from the end of the act to the orchestra call for the next act. See also Article 3.D.10.
4. If two or more acts of an opera or two or more one-act operas are performed consecutively without intermission, the total running time of the two or more acts or the two or more one-act operas shall not exceed two (2) hours without incurring overtime payments. When Wagner's *Die Fliegende Holländer* is performed in one act, scheduled overtime will be applicable after two (2) hours.

5. Official time is determined by the stage manager's clock for ORCAs (Orchestra and Cast rehearsals), dress rehearsal and performances; and by the Personnel Manager's clock for ORNOs (Orchestra Note Rehearsals).

C. DRESS REHEARSALS

1. For each opera, the COC will designate the final rehearsal before opening night as the dress rehearsal. The COC may designate more than one dress rehearsal but is not obligated to do so.
2. A dress rehearsal may include working time at the beginning or end of each act to deal with specific problems related to said act. Should any rehearsal time remain upon completion of the opera, such time may be used to rehearse any musical problems related to said opera. No other works may be rehearsed.
3. Intermissions during dress rehearsals may occur between acts, provided they add up to the equivalent of at least ten (10) minutes per hour.
4. The COC shall post on the Orchestra bulletin board the estimated finishing time of a dress rehearsal prior to such rehearsal.
5. Articles 4.B.3 and 4.B.4 apply to dress rehearsals.

D. REGULAR REHEARSALS

1. ADDITIONAL TIME AND UNSCHEDULED OVERTIME: As per formula in Article 3.D.1.
2. MAXIMUM NUMBER PER DAY AND BREAK REQUIREMENT
 - i.) On a day on which there are no performances, there shall be a maximum of two (2) rehearsals, with a minimum break of ninety (90) minutes between the rehearsals.
 - ii.) On a day on which there is one performance, there may be only one rehearsal. There will be a break of two (2) hours between these services.
 - iii.) On a day with two performances, there shall be no rehearsal. There will be a break of two (2) hours between these performances.
3. TWELVE-HOUR INTERVAL: No rehearsal shall commence unless there has been at least a twelve (12) hour interval after the end of the previous night's performance. The COC may reduce this twelve (12) hour interval by no more than one hour and not more than once per season. The parties to this Agreement shall discuss the length of this interval for special situations. If agreement cannot be reached, such interval shall be twelve (12) hours.
4. SUBSTITUTION OF REPERTOIRE: A minimum of fourteen (14) days' notice shall be given to the members of the orchestra if there is to be a substitution of repertoire for mainstage operas.
5. REHEARSAL BREAKS: There shall be a break of ten (10) minutes per hour of rehearsal, which time cannot be taken at the beginning or at the end of rehearsal, unless agreed to by the Chair of the Orchestra Players Committee. This agreement shall not be unreasonably withheld. There shall be a break after a maximum of one-and-one-half (1½) hours of rehearsal time.
6. NOTIFICATION OF ADDITIONAL TIME: Where there are services on two consecutive days, the musicians shall be notified of any additional rehearsal or performance time for the second day no later than the end of the first day's service. In all other cases, the musicians shall be given twenty-four (24) hours' notice of additional rehearsal or performance time.

E. FACILITIES

1. The COC shall make every endeavour to provide proper and convenient dressing rooms, lockers, rest rooms and sanitary washrooms for all members of the orchestra and extra musicians.
2. Other than in exceptional circumstances, the COC will provide musicians access to their designated chair of choice a minimum of thirty (30) minutes prior to the beginning of every service.
3. The COC will provide Wi-Fi access to all members of the orchestra and extra musicians.

F. LIGHTING, TEMPERATURE, SPACING

1. Prior to the first Orchestra rehearsal, the COC shall provide to the Orchestra Players Committee scale drafting of the pit plot for each production. Input from the Committee regarding adequate access for the musicians and their instruments and safe emergency egress will be incorporated into the final pit plot. A copy of the final pit plot will be posted in the Orchestra Lounge. Should a concern regarding access or safety arise, it should be brought to the attention of the COC (through the Personnel Manager and/or Technical Director) as soon as possible.
2. The COC shall make every endeavour to ensure that adequate lighting is available for rehearsals and performances. Adequate lighting is essential if the orchestra is to function properly. The lighting must be checked prior to the arrival of the orchestra members in order to avoid wasted time. For any rehearsal, stand lighting will be provided to any musician upon request.
3. The COC shall make every endeavour to ensure that the temperature and humidity in the pit, the rehearsal room and the locker rooms is controlled in order to avoid serious pitch problems caused by changing temperatures. The COC will make every endeavour to ensure that the temperature and humidity of the pit and the rehearsal room be at a consistent level for one (1) hour prior to any service requiring the harp.
4. The COC shall make every endeavour to ensure that the musicians have enough space in which to perform without raising undue concern of damage to their instruments or of causing injury to the musicians.
5. The COC shall make every endeavour to take all measures reasonably necessary in the circumstances to protect musicians from exposure to hazardous sound levels. When the exposure limit prescribed by the Ministry of Labour regulations is exceeded, the COC shall put measures in place to reduce musicians' exposure. The COC must post clearly visible working signs at the approaches to areas where the sound level regularly exceeds 85dBA.
6. The COC shall use its best efforts to maintain a safe and comfortable level of air quality in the performance working areas particularly when pyrotechnical devices, smoke and dry ice are used in the production. In the case of smoke, toxic substances or other impurities invading the orchestra pit area, the COC shall provide additional ventilation if so requested by the musicians. The COC shall post, in a conspicuous place, data sheets containing specific technical information for all such substances used in the production.

G. LIABILITY

1. Due to the danger of unexpected flying objects arriving in the pit from the stage, the COC shall take adequate precautions to ensure the safety of the musicians and their instruments while they are performing in the pit. The COC will assume responsibility for any accident caused by the aforementioned flying and/or falling objects.
2. Prior to the first Orchestra rehearsal, the COC shall provide to the Orchestra Players Committee a copy of the Hazard Assessment for each production. Input from the Committee regarding any listed

hazard and/or the listed controls will be incorporated into the final Hazard Assessment. A copy of the final Hazard Assessment will be posted in the Orchestra Lounge. Should a concern regarding access or safety arise, it should be brought to the attention of the COC (through the Personnel Manager and/or Technical Director) as soon as possible. At the request of the Orchestra Players Committee, adequate time will be taken to demonstrate and/or explain any stage business that may affect the orchestra.

H. OUTDOOR CONCERTS

A canopy will be provided for all outdoor services. Under 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. 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. The COC 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

I. HUMAN RIGHTS

1. The parties are dedicated to the elimination and prevention of discrimination based upon race, religion, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, gender, gender identity, sexual orientation, age, record of provincial offences in respect of which a pardon has been granted and has not been revoked, marital status, family status or handicap.
2. Harassment on the basis of the foregoing grounds of discrimination shall be prohibited in the workplace.
3. The foregoing grounds of discrimination in this Article may be dealt with through the Grievance and/or Complaints procedures, as appropriate, except that nothing in this Article affects
 - i.) bona fide occupational qualifications or requirements consistent with this Agreement and
 - ii.) policies pertaining to retirement.

J. SAFE AND RESPECTFUL WORKPLACE, ALCOHOL AND DRUGS

1. The parties are committed to jointly promoting a safe and healthy environment that promotes a high level of engagement and a respectful work environment. We believe it is a shared responsibility of both parties to contribute to the continuous improvement of the workplace. We will treat everyone with dignity, courtesy and respect.
2. As such, we are jointly committed to creating and maintaining a healthy environment that is free from workplace harassment, sexual harassment, discrimination and workplace violence. To reinforce this commitment, the COC has established the following policies and procedures that support and comply with the Ontario Human Rights Code and the Occupational Health and Safety Act.
 - i.) Workplace Violence
 - ii.) Workplace Harassment
 - iii.) Whistleblower
 - iv.) Alcohol and Drugs
 - v.) Medical Cannabis

- vi.) Smoke-Free Work Environment
- 3. Notwithstanding, persons covered under the Agreement may bring legal recreational drugs and alcohol onto COC premises for the purpose of storing legal items during their work time on a given day, without opening, consuming or distributing those items, or intending to open, consume or distribute those items during COC work time or on COC premises. It is understood that workers shall take those items with them at the end of work on the same day.
- 4. COC Orchestra Committee meetings and events and the TMA meetings and events held on COC premises where alcohol is served, shall be considered "...events that are sponsored by, promoted by, or relate to the business of the COC, and where Alcohol is served..." under the Alcohol and Drug Policy.
- 5. A copy of the above policies have been submitted to the TMA and approved by the TMA as of September 5, 2019. The policies may be updated from time to time and submitted to the TMA so that the TMA may determine whether the updates are reasonable. If the TMA and COC cannot agree on updates due to a dispute on the reasonableness of any update the dispute shall be resolved through the grievance and arbitration process herein.
- 6. No policy that applies to persons covered by this Agreement may exclude the ability for a person covered under this Agreement, or TMA, from grieving a decision made under the policy.
- 7. The copies of policies at September 5, 2019 and any agreed to updates shall be posted throughout the COC buildings and distributed electronically to all persons covered by this Agreement prior to the first service performed where the policy applies.

K. CRIMINAL BACKGROUND CHECKS

Every year of engagement each member of the Core Orchestra shall truthfully execute with the COC Manager, Human Resources, separate from their annual Personal Services Contract, a declaration that the Musician has not been charged or convicted of a federal offence. Should a Musician declare that they have either been charged or convicted of a federal offence, the COC has the right to solicit a Criminal Record Check of the Musician, at the expense of the COC.

ARTICLE 5 - PREMIUM PAY

A. PRINCIPAL PLAYERS

- 1. Principal players shall receive as a premium a minimum of fifty percent above the musician's scale fee, including rehearsal fees. The following positions shall be designated principal: Concertmaster, Associate Concertmaster, Principal Second Violin, Principal Viola, Principal Cello, Associate Principal Cello, Principal Double Bass, Principal Flute, Principal Oboe, Principal Clarinet, Principal Bassoon, Principal French Horn, Principal Trumpet, Principal Trombone, Tuba/Cimbasso, Principal Timpani, Principal Percussion, Harp.
- 2. Assistant Principal players shall receive as a premium a minimum of twenty-five percent above the musician's scale fee, including rehearsal fees. The following positions shall be designated Assistant Principal: Assistant Concertmaster, Assistant Principal Second Violin, Assistant Principal Viola, Assistant Principal Cello, Assistant Principal Double Bass.
- 3. An Assistant Principal will be paid the over-scale payment set forth in Article 5.A.1 in the following two situations;
 - i.) where the Associate Principal performs as Principal, or
 - ii.) when the Associate is not present.

4. If any other member of the orchestra plays a Principal or Assistant Principal position at the request of the COC, the musician shall be paid the over-scale payment as set forth in Article 5.A.1 and 5.A.2 above on a pro-rata basis.

B. PERSONNEL MANAGER

If the Personnel Manager is a playing member of the orchestra, they shall be paid double (100% extra) the scale fee as established for a musician in Article 3.D. If the Personnel Manager is a non-playing member of the orchestra, the fee will be paid per service at musician's scale fee plus additional and unscheduled time payments as required.

C. DOUBLING

1. Any musician required to perform on more than one instrument shall be paid at a rate of fifty per cent (50%) above the basic scale for the first such additional instrument, twenty five percent (25%) of the basic scale for the second double, 15 percent (15%) of the basic scale for the third double and ten percent (10%) of basic scale for the fourth and all subsequent additional instruments. The Personnel Manager must be informed and, in consultation and agreement with the Music Director or their designate, the COC must approve of such doubling before the beginning of the first service in which such doubling would occur. Musicians will receive additional fees for the services in which the musician was asked or scheduled to provide such doubling.
2. The following doublings are permitted without any additional payment:
 - i.) Any two (2) keyboard instruments including but not limited to piano, celeste, synthesizer (when the instruments are furnished by the COC).
 - ii.) B flat, A and C clarinets (where the C clarinet is furnished by the COC).
 - iii.) Alto and tenor saxophone.
 - iv.) Trumpet and cornet.
3. It is agreed that miscellaneous noise making by musicians (such as hand clapping, vocal exclamations or bell playing) will not constitute doubling.
4. Principal Percussionist will not be paid for the first double.
5. A percussionist playing drum set receives an additional fee of twenty-five percent (25%) of the musician's scale fee.
6. Instruments which a percussionist may be required to play without additional payment are divided into four (4) sections as follows:
 - i.) DRUMS
 - a.) Snare Drums
 - b.) Bass Drum
 - c.) Cymbals
 - d.) Tom-Toms
 - e.) Accessories of a non-chromatic or non-keyboard nature, including Bell Tree.
 - ii.) TIMPANI
 - iii.) MALLET AND KEYBOARD (Permissible doubles: any three of (a), (b), (c), (d), (e) or (f).)
 - a.) Orchestra Bells

- b.) Chimes
- c.) Xylophone
- d.) Vibraphone
- e.) Accessories of a keyboard and chromatic nature
- f.) Marimba

iv.) LATIN DRUMS

- a.) Bongos
- b.) Conga Drums
- c.) Timbales

7. A percussionist may be contracted for only one (1) of the four (4) sections. A percussionist may play any or all of the instruments in the section for which they are engaged without additional doubling fees. When a percussionist plays any instrument in another section, doubling fees shall apply for each additional section.

D. SENIORITY PAY

Seniority pay shall be paid to each member of the basic orchestra at the rate of six (6) dollars per orchestra engagement week for each year of service commencing July 1st, 1985. Engagement weeks or portions thereof for which musicians have requested and received unpaid leave will not be counted. Seniority pay shall not be calculated or paid until the member of the basic orchestra obtains tenure and has completed twenty-four (24) months of continuous service. Seniority pay shall be paid in a lump sum at the end of the COC season and will be subject to MPFC contribution.

E. PERFORMING OUTSIDE THE PIT

1. If a member of the orchestra is required to play on stage or backstage in addition to performing in the pit, they shall receive an additional payment of fifty percent (50%) above the musician's scale fee. If said musician is required to wear a costume and/or make-up, they will receive an additional premium of twenty-five percent (25%) above the musician's scale fee.
2. A musician engaged to play on stage or backstage only shall receive the musician's scale fee. If the musician is required to be in costume and/or make-up they will receive an additional payment of twenty-five per cent (25%).
3. A musician who appears on stage and is required to be staged may be called for a minimum of two (2) hours and paid pro-rata.

F. CHAMBER ORCHESTRAS

For any mainstage works that require a chamber orchestra accompaniment, defined as eleven (11) players or fewer, required section musicians shall be paid a premium twenty-five per cent (25%) in addition to their regular fees.

ARTICLE 6 - LEAVES

A. RELEASES, LEAVES AND SICK PAY

1. Musicians may request leave for reasons not specifically covered in the paragraphs below. Decisions about these requests will be made by the Music Director or designate. Such requests shall not be unreasonably denied. While any such leave requests will be given full consideration, it is recognized that the COC has an obligation to provide a guarantee of work to the members of the basic orchestra and the musician has a reciprocal obligation to perform the work provided.
2. Musicians who take leave for a portion of a production may be asked, at the discretion of the Music

Director or designate, to change positions or seating in the orchestra for that production.

3. A musician who is on extended sick leave (one week or longer) at the end of a mini-season shall provide, when possible, the COC with four (4) weeks' notice of whether they will be able to return for the beginning of the next mini-season.
4. If a request for leave is denied by the COC, the COC will provide the musician with a written explanation.

B. LEAVE TO WORK AT THE NATIONAL BALLET

The COC agrees that a tenured player may request leave for an entire production to perform with the National Ballet's Toronto season and this leave will be granted. Releases for this purpose will not affect the musician's status as a tenured player provided the player performs at least half of the operas in which their instrument is required.

C. FULL SEASON LEAVE OF ABSENCE

1. Tenured members of the basic orchestra shall be entitled to one (1) full season unpaid leave of absence after three (3) seasons, including the probationary year, continuous service. After completing another three (3) seasons, a musician may request another one (1) full season unpaid leave of absence. Request for leave must be made to the COC by April 30 of one season for leave in the next season. The COC is not obliged to grant full-season leaves of absence to more than three (3) musicians in any one season. Should there be more than three (3) applicants, or should two (2) applicants be from the same section, leave shall be granted on a first-come, first-served basis.
2. In the event that a musician has been offered a trial from another orchestra for which the trial period extends for more than one (1) year, the musician shall, upon request, be granted a second year of unpaid leave.

D. PERSONAL DAYS

1. Members of the basic orchestra shall be entitled, upon two (2) weeks' notice, to unpaid leave for a maximum of five (5) services per season. Leaves will not be given for Final Dress Rehearsal, Opening Night or Live Streams. For each member, leaves may not be granted for more than two (2) ORNO, one (1) ORCA, or two (2) performances of the same production. In no case shall a member be granted leave under Article 6.D for more than three (3) rehearsals in the same production. The Music Director may also consider conflict with leaves already granted under Article 6D.
2. Leaves are conditional on availability of a suitable substitute, if one is required.
3. A leave may be denied if the repertoire being performed is of unusual complexity, such as music of the 20th or 21st century, which a substitute musician could not reasonably be expected to perform. A leave may be denied if the repertoire being performed places exceptional solo demands on the musician requesting the leave, or if the musician is a member of a continuo group. Such leaves shall not be otherwise denied.
4. If the substitute musician engaged to cover a short-term leave is required to play a rehearsal in addition to playing a performance, the COC will cover the cost of all services.

E. SHORT TERM LEAVES FOR A COMPLETE MAINSTAGE PRODUCTION, CONCERT OR MINI-SEASON

Short term leaves for a complete production of one opera during the regular season shall be granted with a minimum of sixty (60) days' notice. The COC is not obliged to grant short-term leaves of absence to more than three (3) musicians in any one production. Should there be more than three (3) applicants, or should two (2) applicants be from the same section, leave shall be granted on a first come, first served basis. There may be two (2) leaves from the violin sections.

Other than mainstage performances, short term leaves for a complete production, concert, or other performance shall be granted in all circumstances provided that the musician provides a minimum of forty-five (45) days' notice.

F. SICK PAY

1. A member of the basic orchestra who is contracted for all productions for which their instrument is required shall be entitled to twelve (12) days.
2. Unused sick day credits may be brought forward each contract year as indicated in the chart below. These days will accumulate with no cap, beginning July 1, 1992. The following chart will apply:

Sick days used	New sick days brought forward
0	3
1	3
2	3
3	3
4	3
5	3
6	3
7	3
8	2
9	2
10	1
11	1
12	0

Musicians on sick leave shall deplete their new credits before utilizing their accumulated credits.

3. Sick pay will be paid at the musician's basic scale plus any applicable Principal, Associate Principal and Assistant Principal premiums. The musician will not receive doubling fees, stage premiums, overtime fees or broadcast fees. No payment will be made in lieu of unused sick leave. On double service days, one (1) service shall count as one half ($\frac{1}{2}$) a sick day and two (2) services shall count as one (1) sick day.
4. If a musician is absent, the COC may request a physician's statement regarding the illness or injury.

G. LEAVES FOR PERSONAL EMERGENCIES

A member of the Basic Orchestra or an extra musician shall be entitled to up to three (3) days off with pay and additional time as needed without pay, if their absence is necessitated by any death in the immediate family (e.g. spouse, child, mother, father, brother, sister or significant other person living with the musician). The COC will consider, on a case-by-case basis, other requests for time off due to emergencies of a personal nature, other than the musician's illness or injury. Such requests will not be unreasonably denied.

H. PREGNANCY AND PARENTAL LEAVE

Maternity/Paternity/Parental Leave is to be taken for the birth and care of a musician's child or when a child first comes into the custody, care and control of a musician.

1. Leave may be taken by a tenured member of the orchestra who is not otherwise on leave of absence. Leave will not affect tenure or seniority. A musician is entitled to ten (10) consecutive weeks of leave commencing at the beginning of the nearest mini-season to the birth of the child, or

the date of coming into the custody, care and control of the child. During these weeks the musician shall be paid in full for the services that the musician would have been contractually providing. The musician is also entitled to an additional minimum seven (7) weeks' unpaid leave. These leaves may not end within a mini-season. The musician and the COC may, upon mutual agreement, agree to an extension of the leave; however, the COC shall not be responsible for payment to the musician for services occurring beyond the seventeen weeks of leave.

2. The musician will have the option of taking maternity/paternity/parental leave of fewer than ten (10) weeks or seventeen (17) weeks. Should a musician intend to do so, the musician shall give the COC notice of this before the leave or, at least, four (4) weeks prior to the end of the leave. Such a shorter leave shall be subject to all other terms set out in Article 6H.
3. The musician will have the option of taking a "half leave", where the musician will leave for one (1) of two (2) operas in a mini-season, i.e. playing one (1) of the two (2) operas in the mini-season. A musician on such a "half leave" will receive seventy-five percent (75%) of the minimum basic service fee without step-up or other premium for the services that the musician would, if not for the leave, have been contractually providing, alongside the compensation that the musician will receive because of their participation in one (1) of the two (2) operas. Such a "half-leave" shall be subject to all other terms set out in Article 6H.
4. All services during the maternity/paternity/parental leave shall be included in the fulfillment of the COC's obligation to provide a guaranteed number of services in accordance with Article 3.A of this Agreement.
5. Prior to the beginning of their maternity leave a musician and the COC may agree that the musician shall not be required to perform services in run-outs and tours during the third trimester of their pregnancy. The musician may use their sick day credits (Article 6.F) for compensation for any such missed services.
6. Musicians requesting maternity/paternity/parental leave must give the COC at least thirty (30) days' notice in writing.

I. LEAVES FOR RELIGIOUS HOLIDAYS

Observant members of religions will be granted a maximum of three (3) unpaid services per season for the observance of significant religious holidays. Musicians will notify the COC of intention to take such leave and exact dates involved when returning their annual personal contract.

ARTICLE 7 - PENSION

A. COC CONTRIBUTION TO MUSICIANS PENSION FUND OF CANADA (MPFC)

1. Except for Electronic Media Guarantee described in Article 3.B, the COC shall make a pension contribution on behalf of each musician equal to the percentage listed below of all payments required by this Agreement:

2025/26: 10.5%
2026/27: 10.5%
2027/28: 11.5%

2. For Electronic Media Guarantee described in Article 3.B, each member of the basic orchestra, the COC shall contribute a sum in the amount of twelve percent (12%) of Electronic Media Guarantee fees.
3. The above contributions shall be made to Musicians' Pension Fund of Canada.

B. CONTRIBUTIONS FOR SUBSTITUTE MUSICIANS

In the event of a substitute musician performing or rehearsing, it is the responsibility of the Personnel Manager to request the TMA to make the pension payment to the substitute musician's account in the Musicians' Pension Fund of Canada.

C. 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 COC 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.

D. PAYMENTS

The COC shall forward pension payments directly to the TMA office no later than thirty (30) days after the final performance of a mini-season or other production. 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.

ARTICLE 8 - PROCEDURES FOR ENTRY TO THE ORCHESTRA AND FOR FILLING OPENINGS CREATED BY ABSENCE OF MEMBERS

A. AUDITION PROCEDURES

When a vacancy or addition to the orchestra occurs, the auditioning of all applicants for the position shall be the responsibility of the Music Director or designate and the appropriate Audition Committee as set forth below. The COC shall notify the TMA, the Orchestra Players' Committee and the Orchestra of vacancies as soon as possible and in all cases within seven (7) days of receiving a resignation in writing.

B. PRE-AUDITION RESPONSIBILITIES OF THE COC

1. The Personnel Manager shall contact the Audition Committee within thirty (30) days of receiving the resignation in writing to inform them of the vacancy and meet with the Committee as soon as possible. The Personnel Manager is responsible for scheduling and administering the auditions according to the protocols set forth in this contract. If the audition is scheduled for the day after an evening service, the start time of the audition will be no earlier than 10:00am.
2. If a decision is made to hold national or international auditions, the COC agrees to inform the TMA and send information and appropriate job posting information to Orchestras Canada, The International Musician (for international auditions only) and musicalchairs.info for inclusion in their Orchestra Openings Bulletin at least ninety (90) days before auditions are scheduled. The TMA agrees to notify its members of the vacancy at least eighty (80) days before the audition is scheduled to take place. If the audition is for any Principal position (including Assistant and Associate), the posting shall state that if the position is filled internally, the runner-up may be awarded the resulting vacancy. The required excerpts will be made available to candidates when the audition is posted.
3. Auditions will be closed for applications twenty-one (21) days before the date of the Audition.
4. Candidates will be assigned to a group consisting of no more than nine (9) applicants. Each group will be assigned a time slot and asked to check in one hour before their scheduled time. Candidates will be informed of their group number and time slot no less than fourteen (14) days prior to the day of the audition. Candidate's group assignments, and time slot assignments for those groups will be subject to change only until seven (7) days before the audition. Candidates will be informed of this when they are informed of their initial time slots.

5. Applicants from within the orchestra will be exempt from all preliminary auditions. The results of any audition shall not compromise the existing position of any auditioning orchestra member.
6. A Pianist will be provided for Final round(s) of an audition held for a String, Woodwind or Brass instrument. Candidates will be notified in advance of the audition. All candidates in the Final round(s) will be granted a minimum of ten (10) minutes of rehearsal with the Pianist prior to their performance.
7. In cases of emergency or unavoidable delay, the TMA, in consultation with, and agreement by, the Orchestra Players' Committee, may agree to an adjustment of the procedures outlined above.

C. PRE-AUDITION RESPONSIBILITIES OF THE AUDITION COMMITTEE

1. Conflict of Interest: A musician shall recuse themselves from the Audition Committee or Tenure Committee if they have familial or domestic relationship with a candidate, if they or somebody with whom they have a familial or domestic relationship competed for the vacancy in question, or in cases where the musician's presence could compromise or reasonably appear to compromise the impartiality of the audition process. A musician may not proctor any auditions if they have a Conflict of Interest with respect to any candidate. Disputes regarding Conflicts of Interest will be resolved by the COC and TMA jointly. The parties agree that the intent of this provision is to preserve the fairness of the process to the extent reasonably possible, not to exclude musicians based on trivial conflicts of interest.
2. The Audition Committee shall elect a Chairperson from amongst its membership by simple majority vote. The Chairperson shall be responsible for overseeing all processes relating to the committee, including adherence to appropriate discussion. Members of the Audition Committee will inform the Personnel Manager within forty-eight (48) hours of their being informed of the audition date if they cannot attend the audition.
3. The Music Director and the Audition Committee shall have the following options in fulfilling their duties:
 - i.) to appoint a player from the orchestra or from among players who have substituted for orchestra members on a regular basis, without audition, on the basis of personal knowledge, subject to 8.C.3.v.
 - ii.) to appoint a player recommended to it, but only after a personal audition before the committee, subject to 8.C.3.v.
 - iii.) to appoint a player through open national audition, or international audition (if national has already been held)
 - iv.) to appoint a player who has completed a trial under Article 8.H.3.ii.) and received a simple majority vote by secret ballot
 - v.) In order for i.) or ii.) above to happen there must be a two-thirds positive majority secret ballot vote by the Audition Committee. Such an appointment then requires the separate and distinct approval of the Players' Committee and the TMA in that order.
4. In the event auditions are held the audition committee shall decide upon the procedures to be followed, including but not limited to:
 - i.) screening of resumes
 - ii.) whether to eliminate any candidates without audition
 - iii.) whether to pass any auditionees to the second round

- iv.) what repertoire or other material shall be included in audition lists
 - v.) a discussion of the criteria for the evaluation of the candidates
 - vi.) what material to hear in each round
 - vii.) The audition committee will determine the 1st round list and the Personnel Manager will communicate it to the candidates via email by 6pm the day before the audition.
5. Members of the Audition Committee are responsible for screening applications for preliminary auditions subject to 8.C.4. The Personnel Manager will inform the Committee when applications are available and will provide access to the applications upon request. The Personnel Manager will redact the names of the applicants before allowing the committee to view them. It is then the obligation of members of the Audition Committee to examine and screen all application forms. Members of the Audition Committee who do not do so by the deadline set by the Personnel Manager will be taken to have waived the right to accept or reject any applications. If a majority of the Audition Committee who participated in the screening process wish to hear an applicant, that applicant will be invited to audition.
 6. Audition Committee personnel must be tenured. If no tenured player is available in a key position, consultation with a non-tenured player will be allowed. The purpose of the consultation will be for the Audition Committee to obtain technical advice and not an evaluation of the musician auditioning. The non-tenured player will have no vote; however, the non-tenured player may vote if the non-tenured player and the Audition Committee agree by secret ballot majority vote.
 7. If a Principal, Assistant Principal or Associate Principal is unable to attend the audition, that player's position will be filled by a Principal player from the relevant instrument group (e.g. if the Principal Oboe cannot attend a second Trumpet audition, and since the Principal Trumpet is already on the committee, the vacant position will be filled by another Principal Woodwind). If the position is still not filled, the Chairperson in consultation with the remaining members of the Audition Committee, will convene a meeting in person, or by email if necessary, where they will select a suitable replacement.
 8. No member of the orchestra who has announced their intention to leave the orchestra shall serve on any Audition Committee. An applicant for an opening may not serve on a committee convened to fill the opening they seek. It is understood that a player on notice of non-renewal may not serve on any Audition Committee. In the event the committee is incomplete the audition committee will select the remainder of the number(s) needed from the relevant section, or, where not possible, from the relevant instrument group.

D. GENERAL PROCEDURES

1. The Audition Committee must not sit in close proximity of each other.
2. The Company shall ensure that the candidates are provided with appropriate warm- up and audition space and conditions, including, but not limited to: rooms, stands and chairs. The Company shall use its best efforts to ensure the audition room is as soundproof as possible. A carpet shall be laid down from the entrance of the audition room to the music stand to help maintain the anonymity of the candidates.
3. The Committee may discuss general questions of musical interpretation prior to each round of the audition. Questions of a technical nature or relating to the mechanics of an instrument may be asked at any point during the audition process, but this shall not be an evaluation of the musician auditioning. Discussion of candidates will only happen after voting in each round. A screen shall be used for all rounds of auditions.
4. In every round of the audition, repertoire selected should be diverse enough to allow the Audition Committee to make a well-informed choice. No candidate will be dismissed before the Committee has heard at least three (3) selections, or five (5) minutes, whatever is shorter. Candidates will be

informed of this prior to the audition.

5.
 - i.) Proceedings of all auditions are confidential. Members of the Audition Committees, the Personnel Manager and any observers shall respect this confidentiality and this rule and the rules regarding the use of mobile devices will be communicated to the members of the Committee before each audition. In order to protect the anonymity of the candidates, no member of the Audition Committee may have access to the list of auditioning musicians.
 - ii.) All Audition Committee members are expressly prohibited from using mobile devices to communicate with or about candidates until the audition is completed.
 - iii.) Any Audition Committee member found to have violated this prohibition will be removed from the Audition Committee without pay; in this event, the audition will continue with a smaller committee.
 - iv.) Audition Committee members will avoid using social media during the audition to prevent inadvertently learning information about the candidates.
 - v.) Candidates will be advised that they should not share information about the audition on social media until the process is complete, and that any candidate who deliberately communicates with a member of the Audition Committee will be immediately dismissed.
6. All candidates will be informed verbally whether or not they were successful at the audition and numbers of advancing candidates shall be posted in a clearly visible manner for all candidates.
7. The Personnel Manager may serve as proctor for all auditions. The proctor is behind the screen with the candidate to facilitate the audition committee's ability to communicate with the candidates and to ensure anonymity for the candidates. This is a non-voting position. The Personnel Manager may choose to designate a proctor from the basic orchestra. The proctor will be seated out of sight of all auditioning candidates during their audition. It will be the proctor's responsibility to take all reasonable steps to ensure that members of the Audition Committee never see or make contact with any of the auditioning candidates in order to ensure anonymity.

E. VOTING AND SELECTION PROCEDURES

1. All voting shall be by anonymous secret ballot. Each member of the Audition Committee shall have one (1) vote per candidate except where otherwise indicated.
2. Votes will be collected, tabulated, and announced by the Personnel Manager, according to the conditions laid out in sections F, G, H, and J below.
3. Voting for the Preliminary round shall take place between each group. In all following rounds, voting shall take place approximately once per hour; no longer than two (2) hours shall pass between voting. Vote tabulation will take place out of sight of the Audition Committee.

F. PRELIMINARY ROUND AUDITION PROCEDURE

1. The Audition Committee will consider the question, "Has the player shown enough quality to be heard again?". The Audition Committee will vote by submitting the numbers of the candidates for whom the answer to the foregoing question was YES.
2. Members of the Audition Committee may vote for as many candidates as they like. All candidates receiving either a tie or a simple majority vote will be promoted to the next round. The Personnel Manager will announce the numbers of all candidates who are advancing to the Audition Committee after each group in the round has finished playing.

3. At this point, discussion of candidates who have missed advancing by one (1) vote shall be permitted. The Personnel Manager will make it known to the committee which candidates were within one vote of advancing and are eligible for discussion. Any member of the Audition Committee may request to re-vote for the said candidate(s). The re-vote will be binding. Should the candidate(s) receive a tie or majority vote, the said candidate(s) will advance to the next round.
 - i.) If four (4) or fewer candidates received enough votes to advance, the Audition Committee may proceed directly to the Final round or may choose to hold a Semi-Final round between the remaining candidates.
 - ii.) Should the Audition Committee choose to proceed to the Final round, the voting rules indicated in section H below shall apply. Otherwise, the Semi-Final procedure shall be initiated.
 - iii.) The Music Director will be allowed to advance one candidate who doesn't get enough votes. This will happen immediately after the voting results are announced in a Preliminary round group. This will be considered a bye and can only occur one (1) time in the Preliminary round.
4. If there are byes, advancing candidates will redraw their numbers.

G. SEMI-FINAL ROUND AUDITION PROCEDURE

1. The Audition Committee will now consider the question, "Is this player one of the best candidates for the job?" The Audition Committee will vote by submitting the numbers of the candidates for whom the answer to the above question was YES. Members of the Audition Committee may vote for as many candidates as they like. All candidates receiving either a tie or a simple majority vote will be promoted to the next round. The Personnel Manager will announce the numbers of all candidates who are advancing to the Audition Committee.
2. At this point, discussion of candidates who have missed advancing by one (1) vote shall be permitted. The Personnel Manager will make it known to the committee which candidates were within one vote of advancing and are eligible for discussion. Any member of the Audition Committee may request to re-vote for the said candidate(s). The re-vote will be binding. Should the candidate(s) receive a tie or majority vote, the said candidate(s) will advance to the next round.
3. Advancing candidates will retain their numbers from the Semi-Finals for all following rounds of the audition.
4. If four (4) or fewer candidates advance, the Committee may proceed to the Final Round, or may choose to hold another Semi Final Round. If more than four (4) candidates advance, another Semi Final Round will be played among those candidates.
5. If the audition is being held for multiple openings, more than four (4) candidates may be included in the Finals.
6. If only one (1) candidate receives enough votes to advance, the Audition Committee has the option of:
 - i.) offering that player the job in accordance with the procedure outlined in H below or
 - ii.) proceeding to the Final Round, or
 - iii.) concluding the audition, and meeting on the same day or within thirty (30) days according to 8.C.3.
7. If no candidates receive enough votes to advance, the Audition Committee has the option of:
 - i.) holding a final round among the top two (2) vote getters, or
 - ii.) concluding the audition, and meeting on the same day or within thirty (30) days according to 8.C.3.

H. FINAL ROUND AUDITION PROCEDURE

1. Members of the Audition Committee will now consider the question, "Is this candidate suitable for the job?". Members of the Audition Committee may vote for only as many candidates as they wish. No member of the Audition Committee may abstain from voting, but may submit a blank ballot. In the case of multiple section openings, the candidates will be ranked by the number of votes and awarded positions accordingly. Winners must receive a simple majority of votes. In the event of a tied vote, the Audition Committee may vote by show of hands to conduct a preference vote, except that in the case of a section string audition, the preference vote is mandatory. In the preference vote, each member of the Audition Committee will vote by secret ballot for one or more of the tied candidates to determine a single winner. If the preference vote results in a tie, the tied candidates will receive a trial of a full mini-season.
2. The Committee may proceed to offer the winner the job or a trial, except that trials may not be offered for section string positions. The decision between job and trial will be decided by a secret ballot vote after discussion. A trial will be for a full mini-season, and in the case of a principal or titled chair position, may also include a chamber music round or solos with the orchestra. The Audition Committee will meet within thirty (30) days of the completion of the trial according to 8C3 to vote.
3. If no candidate receives the necessary votes, the Committee may have a discussion to decide among these options:
 - i.) A "final-final" round may be held between the top two vote-getters (or more for multiple openings)
 - ii.) Trials may be offered for a full mini-season, and the Audition Committee will meet immediately or within thirty (30) days of the completion of the trial to vote according to 8.C.3.
 - iii.) End the audition and meet immediately or within thirty (30) days according to 8.C.3.

I. MUSIC DIRECTOR VETO

1. The Music Director retains the right to veto an appointment called for by the vote, only immediately after the vote takes place and prior to the conclusion of the audition. The MD may veto a job offer to a candidate but agree to a trial or may veto a candidate entirely.
2. If the Music Director exercises their veto, they shall provide an explanation of the basis of their decision to the assembled members of the Audition Committee and the Orchestra Player's Committee within seven (7) days or their nearest availability. Music Director veto can also be applied to runner-up procedure.

J. RUNNER-UP PROCEDURE

1. In the event that there is a "winner" of the position(s), a runner-up will be appointed under the following conditions:
 - i.) if they receive a majority vote
 - ii.) according to their ranking on the tabulation of final round votes.
2. If a runner-up is selected, there will be a subsequent vote to determine offering them a trial or a job within one year of the audition date. If another position in the orchestra becomes vacant within one (1) year of the audition, the runner-up may be awarded that position with the approval of the Audition Committee. When possible, the runner-up will be offered work as an extra musician in the following season. If another audition is held within eighteen (18) months of the date of the audition in question, the runner-up will be eligible to be advanced directly to the Semi-Final round.

K. POST AUDITION

1. Following the conclusion of all audition procedures, the Audition Committee may choose to have the Personnel Manager reveal the names and numbers of all candidates who were in the Semi-Final and Final Rounds to the Audition Committee. The names and numbers of these candidates shall not be revealed to anyone not present at the audition, and shall be considered confidential.
2. If an orchestra member wins the audition creating a subsequent vacancy, the Audition Committee may engage the runner-up according to 8.J, or any other qualified candidate in accordance with 8.C.3.
3. Successful candidates will be offered contracts conditional upon the candidate being legally able and qualified to work with the COC.

L. COMPOSITION OF AUDITION COMMITTEES

1. Rotation will be based on alphabetical order by last name, and will be tracked by the Personnel Manager. When a member of the Audition Committee who is serving in rotation is unable to be present for the audition due to an unavoidable scheduling conflict, then the rotation will continue alphabetically to the next member. The member who was unable to attend will switch places in the rotation with the member who served in their stead on the Audition Committee. After both of the said members have each served on an Audition Committee, they will reclaim their original order (alphabetically) in the rotation.
2. Serving in rotation, discussed further below, means to serve on the Audition Committee throughout the entire audition procedure until the position is filled. For clarity, this means that if an audition proceeds to the international round, then the membership remains the same through both the Canadian and international rounds.
3. If a member of the Audition Committee is absent during the Canadian round due to an unavoidable scheduling conflict, the replacement Committee member from the Canadian round will serve on the Committee during the international round.
4. Section violins, as well as the Assistant Principal 2nd Violin and the Assistant Concertmaster, will all be included in the same rotation list, and be considered "Violin".
5. All Audition Committees shall be comprised of nine (9) musicians (counting the Music Director or designate as one (1) of the nine (9)) except where otherwise specified below, in this Article.
6. In addition to the Music Director or designate, the Audition Committees shall be as follows:

CONCERTMASTER: Associate Concertmaster, Assistant Concertmaster, Principal Second Violin, Assistant Principal Second Violin, Principal Viola, Principal Cello, Associate Principal Cello, Principal Bass, two Violins serving in rotation, Principal Oboe, and Principal Horn.

ASSOCIATE/ASSISTANT CONCERTMASTER: Concertmaster, Principal Second Violin, Principal Viola, Principal Cello, Principal Bass, one of Assistant/Associate Concertmaster, two Violins serving in rotation.

PRINCIPAL SECOND VIOLIN: Concertmaster, Assistant Principal Second Violin, Associate Concertmaster, Principal Viola, Principal Cello, Principal Bass and two Violins serving in rotation.

PRINCIPAL VIOLA: Concertmaster, Principal Second Violin, Assistant Principal Viola, Principal Cello, Principal Bass, Assistant Principal Second Violin, and two representatives of the Viola section serving in rotation.

PRINCIPAL CELLO: Concertmaster, Principal Second Violin, Principal Viola, Associate Principal Cello, Assistant Principal Cello, Principal Bass, and two representatives of the Cello section serving in rotation.

ASSOCIATE/ASSISTANT PRINCIPAL CELLO: Concertmaster, Principal Second Violin, Principal Viola, Principal Cello, Principal Bass, one of Associate/Assistant Principal Cello and two representatives of the Cello section serving in rotation.

PRINCIPAL BASS: Concertmaster, Principal Second Violin, Principal Viola, Principal Cello, Assistant Principal Bass, Associate Principal Cello, and two representatives of the Bass section serving in rotation.

ALL OTHER ASSISTANT PRINCIPAL STRINGS: Concertmaster, Principal Second Violin, Principal Viola, Principal Cello, Principal Bass, Associate Concertmaster or Associate Principal Cello, and two representatives of the section concerned serving in rotation.

SECTION VIOLIN: Concertmaster, Associate Concertmaster, Principal Second Violin, Principal Viola, Principal Cello, Principal Bass, two Violins serving in rotation SECTION VIOLA: Concertmaster, Principal Second Violin, Principal Viola, Assistant Principal Viola, Principal Cello, Principal Bass, and two representatives of the Viola section serving in rotation.

SECTION CELLO: Concertmaster, Principal Second Violin, Principal Viola, Principal Cello, Associate Principal Cello, Assistant Principal Cello, Principal Bass, one representative of the Cello section serving in rotation.

SECTION BASS: Concertmaster, Principal Second Violin, Principal Viola, Principal Cello, Assistant or Associate Principal Cello, Principal Bass, Assistant Principal Bass, and one representative of the Bass section.

PRINCIPAL FLUTE: Concertmaster, Second Flute, Principal Oboe, Principal Clarinet, Principal Bassoon, Principal Harp, and two second Woodwinds serving in rotation.

PRINCIPAL OBOE: Concertmaster, Principal Flute, Second Oboe, Principal Clarinet, Principal Bassoon, Principal Trumpet, and two second Woodwinds serving in rotation.

PRINCIPAL CLARINET: Concertmaster, Principal Flute, Principal Oboe, Second Clarinet, Principal Bassoon, Principal Horn, and two second Woodwinds serving in rotation.

PRINCIPAL BASSOON: Concertmaster, Principal Flute, Principal Oboe, Principal Clarinet, Second Bassoon, Principal Trombone, and two second Woodwinds serving in rotation.

SECTION WOODWIND: Principal Flute, Principal Oboe, Principal Clarinet, Principal Bassoon, one brass Principal or Concertmaster*, and three second woodwinds.

*This committee member will be determined according to the formula:

Section Flute: Concertmaster Section Oboe: Principal Trumpet

Section Clarinet: Principal Horn Section Bassoon: Principal Trombone

PRINCIPAL HORN: Concertmaster, Principal Cello, Principal Trumpet, Principal Trombone, Second Horn, Third Horn, Fourth Horn, and Principal Tuba.

PRINCIPAL TRUMPET: Concertmaster, Second Trumpet, Principal Trombone, Principal Horn, Principal Tuba, Principal Oboe, and two section Brass serving in rotation.

PRINCIPAL TROMBONE: Concertmaster, Principal Cello, Second Trombone, Bass Trombone, Principal Trumpet, Principal Horn, Principal Tuba, and one section Brass serving in rotation.

PRINCIPAL TUBA: Concertmaster, Principal Trumpet, Principal Trombone, Principal Horn, Bass Trombone, Principal Bassoon, and two section Brass serving in rotation.

SECTION BRASS: Principal Trumpet, Principal Trombone, Principal Horn, Principal Tuba, one woodwind principal*, and three section Brass serving in rotation.

*This committee member will be determined according to the formula:

Section Trumpet: Principal Oboe, Section Trombone: Principal Bassoon, Section Horn: Principal Clarinet.

PRINCIPAL HARP: Concertmaster, Principal Second Violin, Principal Viola, Principal Cello, Principal Bass, Principal Flute, Principal Timpani, and Principal Percussion.

PRINCIPAL TIMPANI: Concertmaster, Principal Bass, Principal Percussion, Principal Trombone, Principal Harp, Principal Trumpet.

PRINCIPAL PERCUSSION: Concertmaster, Timpani, Principal Trumpet, and Principal Tuba, Principal Bassoon, Principal Harp.

M. AUDITION PAY

Members of the Orchestra who serve on an Audition Committee or as proctors shall be reimbursed for attending auditions by the COC at seventy-five percent (75%) of pro-rated rehearsal rates, with a one (1) hour minimum call. Representatives from the Orchestra Players Committee and the TMA will not be paid for attendance at auditions.

N. FILLING THE ABSENCE OF A PRINCIPAL ON SHORT TERM LEAVE

1. If the principal vacancy is four (4) services or less the Music Director, in consultation with the principal, can determine the replacement.
2. If any player named on the committee would like to be considered to fill the short term leave they must declare their intention to the Personnel Manager prior to the meeting of the committee. At the time they are putting themselves forward for the position, or have been put forward by someone else and have confirmed their interest, they must recuse themselves from the committee, but they may put forward names of other potential musicians to be considered.
3. If the vacancy is for a full mainstage production or mini-season, the relevant audition committee (per Article 8.L), together with the principal taking leave, shall determine the replacement. Such committees shall be referred to as the Consultation Committee. The Personnel Manager will call a meeting of the Consultation Committee before a replacement is engaged. A blind majority vote will be held to determine who is acceptable for the position. The Music Director will have the right to veto the decision, if exercised the process shall begin again. When a meeting is called during a dark period for the orchestra, such meetings will be conducted in person or electronic meeting.

O. FILLING THE ABSENCE OF A PRINCIPAL PLAYER ON A FULL SEASON LEAVE OF ABSENCE

1. In the event that a Principal player has submitted a request for a leave of absence to perform with another orchestra prior to March 1st in any calendar year, the COC will go through the process described in 8.C.3 for a "one (1) year, possible tenure-track position". If an audition is held, it will be conducted in accordance with the conditions set forth in the sections above.
2. If the Principal player on leave does not return to the orchestra for a second year, the Audition Committee may: a) renew the winner of the one (1) year position, or b) hold an audition for the second year of leave. In this case the Audition may be open Internationally.
3. If the Principal player on leave tenders their resignation from the orchestra after one (1) or more seasons, and the Audition Committee is satisfied with the winner of the one (1) year position, that player's first season may count as their first probationary season towards tenure, and their first renewal meeting shall count as their first tenure review as per Article 9.A.
4. In the event that a Principal player has submitted a request for a leave of absence prior to March 1st, with the intention of returning to the orchestra, in any calendar year, the Audition Committee shall follow the procedure set forth in 8.C.3.
5. In the event that a Principal player has submitted a request for a leave of absence after March 1st in any calendar year, the relevant consultation committee indicated in section 8.N shall take the

following steps to fill the vacancy:

- i.) The consultation committee shall convene a meeting to suggest a suitable replacement. After consultation has occurred, a blind majority vote will be held to determine those who are acceptable for the position. If no candidate is deemed acceptable, or if the Music Director vetoes the decision they shall proceed to a private audition, outlined below.
 - ii.) A private audition may be held to fill the vacancy. The consultation committee may nominate up to three (3) musicians from outside the basic orchestra for the audition, and the Music Director may nominate up to three (3) musicians from outside the basic orchestra. Members of the COC orchestra will be notified of the audition and are eligible to participate in the audition. In the case that a member of the consultation committee intends to audition, that member must recuse themselves from the consultation committee.
6. The audition committee may decide to hold an electronic preliminary round, in which case that round of the process may occur on a separate day from the Semi-Final and Final Rounds. Otherwise, the audition shall occur on one (1) day. The rules of the audition shall follow the Semi-Final and Final Round Procedures (according to the number of candidates) set forth in section 8.G and 8.H. In the event that no candidate receives a majority YES vote or the Music Director vetoes the decision, the Music Director will have the right to determine a replacement.
 7. The winner of the private audition can only be made a permanent member of the orchestra by going through the process outlined in 8.C.3. However the winner may be advanced to the Semi-Final Round of a subsequent audition held within 24 months of the private audition.
 8. In the event that the position in question remains open for a second season, the winner of the one (1) year position may be renewed with approval of the Consultation Committee by blind majority vote.

P. FILLING THE ABSENCE OF A SECTION PLAYER ON A FULL SEASON LEAVE OF ABSENCE

1. To fill the absence of a section player on a full season leave of absence the following procedure shall occur:
 - i.) The Principal, in consultation with the Music Director may choose a replacement.
 - ii.) The Principal, in consultation with the Music Director may choose to follow the procedure outlined in 8.O.5.

ARTICLE 9 - TENURE AND NON-RENEWAL

A. PROBATION OF MUSICIANS WITHOUT TENURE

1. A musician who has been found acceptable by the appropriate Audition Committee or under the provisions of Article 8 for a position in the basic orchestra as defined in Article 2 and has accepted a contract, shall be on probation for the first season and, if re-engaged, shall be on probation for the second season. Subject to Article 8.B, probation periods will commence with the candidate's starting date. If the candidate's probation starts in the fall or winter mini seasons, it is understood that the probationary period is twenty-four (24) consecutive months. If the candidate's probation starts in the spring season, their first year probation will be extended to the spring run of the next full season.
2. A musician filling a one-year vacancy within the Orchestra shall have that year count as their first probationary season toward tenure. Should the vacancy become an actual opening in the season which immediately follows and if said musician is deemed to be acceptable to fill said position by the appropriate Audition Committee or under the provisions of Article 8, then the musician will be considered to be in their second probationary year. This meeting of the Audition Committee shall constitute the musician's first year tenure review and the results shall be conveyed to the musician

as per Article 9.A.4.

3. If an extra musician has filled a vacancy within the Orchestra for two (2) consecutive years and this vacancy becomes an actual position in the season that immediately follows, if said musician is deemed to be acceptable to fill said position by the appropriate Audition Committee, then the musician will be offered the position and if they accept, will be tenured in said position.
4. In each of the two (2) probationary seasons, there will be two reviews of each probationary candidate by the appropriate Audition Committee and the Music Director or designate. The first review in each year will be held (non-voting) after two mini seasons for the purpose of feedback and reports on their progress. The final meetings at the end of their probationary seasons will be for the purpose of further discussion and voting on the candidate. Feedback from the Music Director will be given to the candidate for every meeting by email (cc'd to the Committee and the TMA) within one (1) week following each tenure review.
5. The Audition Committee shall be replaced by the following committees plus the Music Director for the purposes of probationary review of the section string positions:

SECTION VIOLIN: Concertmaster, Associate Concertmaster, Assistant Concertmaster, Principal Second Violin, Assistant Principal Second Violin, three (3) section violins

SECTION VIOLA: Concertmaster, Principal Second Violin, Principal Viola, Assistant Principal Viola, Principal Cello, three (3) section violas

SECTION CELLO: Concertmaster, Principal Cello, Principal Viola, Associate Principal Cello, Assistant Principal Cello, Principal Bass, two (2) section cellos

SECTION BASS: Concertmaster, Principal Bass, Assistant Principal Bass, Principal Viola, Principal Cello, Associate Principal Cello, Assistant Principal Cello, one section bass

6. Only section string players who have shared a stand with the probationary musician will be eligible to serve on these committees. The tenure committee rotation list will be separate from the Audition Committee list. The list will be managed by the Personnel Manager.
7. For all instruments not listed in this section, the tenure committees will be comprised of the Audition Committee set forth in Article 8.L.
8. In the first year, the second review meeting will determine whether or not to offer a second full season to the probationary candidate. In the second year, the second review meeting will determine whether or not the probationary candidate will be granted tenure.
9. Following the review, and after open discussion, the Audition Committee will vote. Voting shall be by secret ballot. Voting may not be conducted by telephone. The Music Director or designate will be present for all discussion. The Music Director will take the vote of the Audition Committee under advisement before making a final decision. The Music Director will not veto a vote of two-thirds negative majority by the committee. In the event that the Music Director's decision is contrary to two-thirds positive majority vote of the Audition Committee, the Personnel Manager will inform the musician both of the decision of the Music Director and the position of the Committee if the committee voted positively. In the event that the Music Director overturns a negative decision by the committee, the proceedings of the committee will remain confidential. In such cases, the Music Director's decision is final and cannot be appealed. The TMA and the Orchestra Players' Committee will have a representative at all reviews for the purpose of supervising the vote.
10. The results of a musician's tenure review will be communicated to them by email (cc'd to the Committee and TMA), immediately following a decisive vote.
11. In the event that the Music Director wishes to offer a musician early tenure, this is possible with the unanimous consent of the Audition Committee and the TMA.

B. NON-RENEWAL OF MUSICIANS WITHOUT TENURE

1. In the event of non-renewal during a non-tenured musician's probationary period, notice of non-renewal will be communicated to the candidate by email and cc'd to the committee and TMA at the following times:
 - i.) If the non-renewal vote occurs in either year one or two of the probationary period during the spring mini-season, it will be received by the musician no later than two (2) days following the Opening nights for both shows of the final mini-season of that year.
 - ii.) if the non-renewal vote occurs during the fall mini-season, it will be received by the musician no later than the end of the mini-season.

C. MUSICIANS WITH TENURE

1. Those musicians who acquired tenure pursuant to the provisions of the Agreement between the COC and the TMA dated January 14, 1988, shall continue to have tenure during the term of this Agreement.
2. 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.
3. In order to maintain tenured status, all tenured musicians are under obligation to fulfill all contractual requirements offered by the COC. Any requests for exemption from this requirement must be approved by the Music Director or designate. Failure to honour such obligation or failure to apply for exemption shall result in termination of tenured status and benefits.
4. The COC undertakes to issue contracts to musicians with tenure no later than three (3) months before the end of the COC season. The musician shall signify their acceptance or rejection of such contract in writing within one (1) month from the date of such contract.
5. It is recognized that the occasion may occur where, in the judgment of the Music Director or designate, a musician may not be fulfilling the requirements of their position adequately. In such cases it is the desire of the Music Director or designate and the TMA to assist said musician in resolving such problems that may exist. The following paragraphs of Article 9 apply to tenured players only.

D. PROCEDURE FOR NON-RENEWAL OF TENURED MUSICIANS

1. Except as provided in Article 9.D.2 through 9.D.10, the COC shall not discipline or dismiss any musician except for just and reasonable cause. The COC shall advise the TMA of the date and time of any meeting with a musician concerning potential discipline or dismissal. The COC shall inform the musician of their right to have a TMA representative at any such meeting and the TMA shall attend unless the musician objects in writing. If a finding of just and reasonable cause results in non-renewal, the provisions of Articles 9.D.4 and 9.D.10(i) regarding Severance Pay shall not apply. The affected musician may appeal such termination in accordance with the Grievance and Arbitration Procedure set out in Article 10.C.
2. If the Music Director or designate has a concern about the performance of a player, they will meet with the player at least two (2) times to discuss the performance standard of the individual.
3. The TMA shall be informed in writing by the Personnel Manager that a meeting regarding performance standard is being held. The TMA shall be informed in writing of each meeting throughout the process. The COC shall inform the musician of their right to have a TMA representative at any such meeting and the TMA shall attend unless the musician objects in writing.

4. At any point during this procedure, a Musician may opt to accept voluntary non-renewal. A musician who chooses voluntary non-renewal is entitled to Severance Pay. That amount will be equivalent to four (4) services for each continuous year of engagement to a maximum of sixty (60) contract scale services, including premiums if applicable. The COC will also make the contractual Musicians Pension Fund of Canada contribution on the Severance Pay.
5. The Personnel Manager will schedule the meetings to include the musician under review, the Personnel Manager, the Music Director and a representative from the TMA, except when such representation was declined in writing by the musician. The Personnel Manager will make written reports on each meeting with a copy provided to the musician, the COC, the Orchestra Players' Committee and the TMA.
6. The musician will be allowed a reasonable period between meetings during which they have the opportunity to rectify the stated reasons and/or problems. A reasonable period is deemed to be at least one (1) mini season.
7. At the second meeting, one (1) of the following actions will be taken:
 - i.) The Music Director or designate informs the musician that an appropriate musical standard or conduct has been achieved.
 - ii.) Grace Period: the Music Director or designate will inform the musician that they are progressing in a satisfactory manner but that a further review will be held before the end of the season and not before one more mini season has elapsed. At the end of this period, the Music Director or designate must proceed with option i.) or iii.).
 - iii.) The Music Director or designate informs the musician that they will receive notice of non-renewal. Confirmation of this notice will be made by email cc'd to the TMA .
8. If, because of the Music Director's schedule, they are unavailable because of absence from Toronto, the schedule of meetings may be adjusted to accommodate the presence of the Music Director, but not to shorten prescribed times.
9. Written notice of non-renewal for a subsequent season must be received by the musician two (2) months before the end of the COC season.
10. Upon receipt of written notice of non-renewal, the musician shall exercise one (1) of two (2) options:
 - i.) The musician shall accept the non-renewal notice. In that event, the musician will receive severance pay as follows: an amount equivalent to four (4) services for each continuous year of engagement to a maximum of sixty (60) contract scale services, including premiums if applicable. The COC will also make the contractual Musicians Pension Fund of Canada contribution on the Severance Pay.
 - ii.) The musician may appeal such termination in accordance with the appeal procedure set out in Article 10.B.
11. The Music Director may not recommend to the COC any non-renewal in their first season with the COC nor in their last season of service with the COC.

E. DEMOTION OF PRINCIPAL, ASSOCIATE AND ASSISTANT POSITIONS.

1. If a titled player is not tenured as a member of the orchestra, they are on probation and the provisions of Article 9.A will apply.
2. If a titled player is a tenured member of the Orchestra and, in the judgment of the Music Director is not fulfilling the requirements, musical and otherwise, of their position adequately, then the following

procedure will be followed:

- i.) The Music Director will meet with the player at least twice to discuss the situation.
 - ii.) The Orchestra Players' Committee and the TMA shall be informed in writing by the Personnel Manager that a meeting regarding performance and demotion is being held.
 - iii.) The Orchestra Players' Committee and the TMA shall be informed in writing of each meeting throughout the process.
 - iv.) The Personnel manager will schedule the meetings to include the musician under review, the Personnel Manager, the Music Director and a member of the Orchestra Players' Committee where requested by the musician. The Personnel Manager will make written reports on each meeting with a copy provided to the musician, the COC, the Orchestra Players' Committee and the TMA.
 - v.) The musician will be allowed a reasonable period between meetings during which they have the opportunity to rectify the stated problem. A reasonable period is deemed to be one (1) production period or one (1) opera.
3. At the second meeting, one (1) of the following actions will be taken:
 - i.) The Music Director informs the musician that the requirements of the position are being filled satisfactorily;
 - ii.) The Music Director informs the musician that a further review will be held before the end of the season and not before one more production period or one opera has elapsed;
 - iii.) The Music Director informs the musician that they will be demoted in position (within the section, if possible, or designated as first-call extra player if no section position exists).
 4. If a musician accepts the status of first-call extra player, they retain their tenure and will be offered the first available and suitable section position.
 5. Should a musician demoted within the section decline to accept the new position, then the decision of the Music Director may be referred to the Grievance and Arbitration procedure as set out in Article 10.B.
 6. If there is no section position available and the musician rejects the status of first-call extra player, then they shall be deemed to have been non-renewed. The decision of the Music Director to demote the musician may in these circumstances be referred to the Grievance and Arbitration procedure as set out in Article 10.
 7. Written notice of demotion for a subsequent season must be received by the musician two (2) months before the end of the COC season.
 8. If, due to a demotion in position, a member of the Orchestra is reduced in over-scale negotiated fees, then such reduction shall be negotiated with the member. In case of a dispute, Grievance and Arbitration proceedings as set in Article 10.C. may be invoke.

ARTICLE 10 - COMPLAINTS, APPEAL, GRIEVANCE AND ARBITRATION

A. COMPLAINTS

1. Any musician who believes they have a justifiable complaint or dispute should either discuss the situation with the Personnel Manager or should ask the Orchestra Players' Committee to discuss the situation with the Personnel Manager who will attempt to resolve the situation or, at least, provide an explanation.

2. After this review, if the musician wishes to pursue the complaint or dispute, they may request a meeting with the Music Administrator and/or the Music Director, depending on the nature of the dispute. The musician may have a member of the Orchestra Players' Committee and a member of the TMA present at this meeting, if they choose.

B. APPEAL PROCEDURES

1. Appeal proceedings may be invoked only for three causes:
 - i.) disputes regarding non-renewal of tenured musicians;
 - ii.) disputes regarding demotion of tenured musicians;
 - iii.) disputes regarding reduction in over-scale fees following demotion.
2. During the first full production period of the contract year, after any elections for the Orchestra Players' Committee have occurred, the members of the basic orchestra will elect six musicians plus one alternate to serve on an Appeal Committee, should it be necessary. The Appeal Committee ballot shall contain the names of all tenured members of the basic orchestra who are not on long-term leave, except those tenured members of the basic orchestra who are currently serving on the Orchestra Players' Committee. The Orchestra Players' Committee will inform the COC in writing of the selection by the end of the first production period of the contract year.
3. In the event that a musician wishes to appeal a decision by the COC, they shall submit a written request to the Executive Board of the TMA. The request for a hearing must be filed within fifteen (15) days of the event.
4. When the Executive Board of the TMA receives a request for an appeal, it shall instruct the Orchestra to arrange a meeting of the Appeal Committee. The Committee will consist of six (6) members of the Orchestra and one member of the TMA. One (1) member of the Appeal Committee shall be elected Chairperson by majority vote of the Committee. All voting will be by secret ballot and all members of the Committee must vote (i.e. no one can abstain).
5. The Appeal Committee must meet within two (2) weeks of the request from the Executive Board of the TMA.
6. The Appeal Committee shall act in good faith, considering the good of the Orchestra as a whole and give a hearing to both sides of the appeal, including the Music Director. The Committee must document its hearings and discussions.
7. If the Appeal Committee finds that the COC's action was warranted, the proceedings will end here and the musician will accept the actions of the COC. The decision of the Appeal Committee must be substantiated by a two thirds (2/3) or more vote in favour.
8. If the Appeal Committee finds that the COC's action was unwarranted, the Committee will recommend a course of action to resolve the situation. The decision of the Appeal Committee must be substantiated by a two thirds (2/3) or more vote in favour. The COC may accept the Appeal Committee's decision and act on it. In the case of a unanimous decision by the Appeal Committee, the COC must accept such decision and act on it.
9. If the Appeal Committee is divided in its assessment of the situation (two thirds (2/3) majority not being achieved for the particular decision) or if the COC does not accept the Appeal Committee's decision, arbitration proceedings may be involved as set out in Article 10.C., Step 2. Where a two thirds (2/3) majority has been achieved for a particular decision and has been accepted by the COC, such decision shall be final and may not be referred to arbitration.
10. Should a decision go forward to arbitration, the Arbitrator will accept the decision of the Appeal

Committee majority unless it can be shown that such decision is patently unreasonable or that the decision was rendered in a procedurally unfair manner.

C. GRIEVANCE AND ARBITRATION

The following procedure will apply in the event that any difference or dispute arises relating to the interpretation, application, administration or alleged violation of this Agreement, including whether any matter is arbitrable.

STEP 1 – An aggrieved musician or group of musicians may file a complaint in writing with the Orchestra Personnel Manager, copied to 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/s should reasonably have become aware of the matter giving rise to the complaint. Upon notice of the musician's written complaint, the COC shall investigate and render a decision within fourteen (14) calendar days, a copy of which will be filed with the TMA.

STEP 2 – If the complaint is unresolved at STEP 1 then a formal grievance may be filed by the TMA in writing within thirty (30) calendar days of receipt of the decision by the COC. The parties shall meet within ten (10) business days and will take appropriate steps to resolve the grievance within thirty (30) calendar days of the formal filing. TMA holds sole carriage over any grievance filed by TMA.

STEP 3 – If the grievance remains unresolved after the conclusion of STEP 2, then either party may refer the grievance to an arbitrator for final and binding determination. The parties shall select a mutually agreed upon arbitrator within fourteen (14) calendar days. If the parties cannot agree on an arbitrator, then either party may, within a further ten (10) business days, request one of the following, in the order provided, to act as arbitrator:

William Caplan
Russell Goodfellow
Lindsay Lawrence
Deanna Webb
Archana Mathew

The expenses of the arbitrator shall be shared equally between the TMA and the COC.

The time limits provided under this grievance and arbitration procedure may be extended by mutual agreement of the parties.

The TMA or the COC shall have the right to file a grievance on their own behalf commencing at STEP 2 of the above procedure, within thirty (30) calendar days of the matter giving rise to the grievance or within thirty (30) calendar days of when the grieving party should reasonably have become aware of the matter giving rise to the grievance.

ARTICLE 11 - JOINT COMMITTEE

1. In order to discuss and make recommendations on matters of mutual interest not covered by the provisions of the Agreement and misunderstandings or problems arising from the application of the Agreement, there will be a Joint Committee composed of three representatives appointed by the Orchestra and three representatives appointed by the COC. The purpose of the Committee is to provide an avenue where open and honest dialogue between the parties can exist. The Committee will not provide interpretations of the Agreement nor will it replace the normal grievance procedure.
2. On an ongoing basis the musicians, through their representatives on the Joint Committee, will have an opportunity to provide feedback on the performance of the Personnel Manager.
3. Joint Committee meetings shall be held at least twice during each season, once in each half of the season. Additional meetings can be held as agreed to by the parties. Additional individuals can participate in the meetings as agreed to by the parties.

4. Meeting of the Joint Committee will have minutes taken, with action items and timelines listed. These minutes shall be circulated amongst all attendees for approval, and then posted.

ARTICLE 12 - RECORDINGS, T.V. AND SIMILAR ENGAGEMENTS

1. All radio, television and any other media engagement shall be paid for under the appropriate AFM agreement.
2. The logos of the Toronto Musicians' Association and the Canadian Federation of Musicians shall be included in the credits for each opera recorded under this Agreement on the web sites and all written material relating to the COC Audio/Radio recordings. For radio and other strictly oral presentations the credits shall include the spoken phrase: The Musicians of the Canadian Opera Company Orchestra are members of the Toronto Musicians' Association, Local 149 of the Canadian Federation of Musicians.

ARTICLE 13 - TOURS AND RUN-OUTS

1. The COC Orchestra will be engaged for all performances of the COC.
2. A "run-out" is a service or services performed outside of the City of Toronto with no overnight stay required.
3. A "tour" is a service or services requiring overnight accommodation on one or more consecutive days.
4. Except as amended in this Article the terms and conditions of the Agreement shall be in force.

A. TRAVEL

1. The COC shall, at its expense, transport the musicians when the musicians are required to travel. Transportation provided by the COC may be by commercial airlines, train, or the highest quality highway traveler-type bus. Should alternate modes of transportation be necessary, such alternate modes will be discussed with and agreed to by the Orchestra Players Committee.
2. For each travel day, or for any day the musician is on tour, each musician shall be paid for no less than one service, based on the musician's personal contractual fee as per Article 3.1.
3. Travel time shall be calculated from the musicians' call time for departure to the arrival at the destination.
4. For a run-out, travel time shall be calculated from the call time for departure to the time of arrival at the concert venue and from the call for departure following the performance to the completion of travel at the agreed drop-off location.
5. For a tour, travel time shall be calculated from the call time for departure to the time of arrival at the musicians' hotel. Travel time at the conclusion of a tour shall be calculated from the call time for departure from the musicians' hotel or call time for departure following the final performance, whichever is applicable, to the time of arrival at the completion of travel.
6. On bus trips of more than two and a half (2½) hours duration, there shall be a ten (10) minute rest stop every two and a half (2½) hours. On bus trips exceeding five (5) hours there shall be a one hour meal stop. The Orchestra Players Committee, at its discretion, may agree to waive a meal stop on the condition that the COC provides a meal for the musicians during travel.
7. The Orchestra Players Committee, at its discretion, upon the request of the COC may agree to waive a rest stop or a meal stop, (where the meal is not provided), on the condition that each musician receive additional time payment (scheduled overtime), as per Article 3.D for each fifteen (15) minutes

or part thereof of rest stop or meal stop waived.

8. On a run-out where the travel time exceeds two and a half (2½) hours the musicians shall have a break of no less than two (2) hours before the beginning of any service. On a run-out where the travel time is two and a half (2½) hours or less the musicians shall have a break of no less than one and a half (1½) hours before the beginning of any service. For any infringement of this break time the musician shall receive the unscheduled overtime payment as per Article 3.D for each fifteen (15) minutes or part thereof of.
9. On tour there will be no rehearsal or performance on a day with more than five (5) hours of scheduled travel. On a day with five (5) hours or less scheduled travel time, a service may be scheduled provided the musicians receive a break of not less than three (3) hours from their arrival at the hotel to the beginning of the service.
10. Should travel time exceed five (5) hours on a service day the musician shall receive unscheduled overtime payment as per Article 3.D for each fifteen (15) minutes or part thereof of travel in excess of five (5) hours.
11. In addition the musician shall receive unscheduled overtime payment as per Article 3.D for each fifteen (15) minutes or part thereof for any infringement of three (3) hour break.
12. For any travel in excess of eight (8) hours per day the musician shall receive unscheduled overtime payment as per Article 3.D for each fifteen (15) minutes or part thereof.
13. There shall be an interval of at least eleven (11) hours between the final curtain, on any one night, and the call for the next day's first service or travel.
14. Should any rehearsal or performance service be lost through any delays in travel or for any other reason, the musicians shall be paid for any lost service.
15. The COC will provide travel insurance of not less than \$200,000.00 for each musician for all run-outs and tours. In addition whenever the COC tours outside of Canada the COC will provide each musician with travel repatriation and health insurance coverage equal to that available under the musician's OHIP insurance plan.
16. The COC in consultation with the musicians and the carrier will arrange for the musicians to transport their instruments. Large instruments will have proper containers and shall be insured by the COC against loss or damage. The Company shall be responsible for any costs of transporting the musicians' instruments.

B. PER DIEM

The per diem allowance on tour shall be seventy-five dollars (\$75.00) Canadian (paid by cheque, three (3) weeks prior to departure, in local currency) for each day or part thereof. For clarity, for U.S. tours, the per diem will be paid in U.S. funds with \$1.00 Canadian equaling \$1.00 U.S. The full per diem, seventy-five dollars (\$75.00), shall be paid for run-outs except when the call for departure is after 2:00p.m., or the return is completed no later than 6:00p.m., in which case fifty percent (50%) of the per diem will be paid.

C. ACCOMMODATION

1. During a tour, the COC will provide single occupancy accommodation of a quality at least equivalent to C.A.A. three-star rating. The hotel will be convenient to the performance and rehearsal venues. If circumstances do not permit the foregoing, then the quality and location of the accommodation may be altered with the consultation and agreement of the COC Players' Committee.
2. In the circumstance where the hotel is one (1) kilometre or more from the performance/rehearsal

venue or where there is any concern for a musician's safety when walking between the hotel and the performance/rehearsal venue, the COC shall provide return transportation between the musicians' hotel and the rehearsal/performance venue at no cost to the musician. Such transport will be scheduled to arrive at the venue in time for the musicians' call and return directly following the performance. In any case the COC will provide cartage for large instruments.

D. ITINERARY

The COC shall provide the TMA and the Orchestra Players Committee with a copy of any proposed tour/run-out itinerary which shall include the tour or run-out dates, destination, repertoire, service schedule, proposed accommodation and proposed method(s) of transportation to be used during such tour/run-out. The itinerary shall be submitted no less than sixty (60) days preceding such tour/run-out. A copy of the final itinerary will be made available to each musician not later than thirty (30) days prior to the commencement of a tour/run-out. The tour itinerary shall include the travel details and the telephone number and postal address of each hotel with postal and/or zip code. Any additions or changes to the itinerary shall be subject to the approval of the Orchestra Committee. Such approval will not be unreasonably withheld.

E. OVERSEAS RIDER

For any tour outside of Canada and the continental United States, arrangements shall be negotiated between the COC and the TMA in advance. Such arrangements shall constitute an Overseas Rider to the Agreement. The Overseas Rider will set forth the amendments to the terms and conditions of this Agreement which shall apply to the tour. The Overseas Rider shall be subject to the approval of the Orchestra Players' Committee.

ARTICLE 14 - AFM CONSTITUTION AND BY-LAWS

The existing constitutions, By-Laws and regulations of the Toronto Musicians' Association and of the American Federation of Musicians of the United States and Canada, are hereby incorporated and made a part of this Agreement as if specifically set forth here, but only to the extent that such Constitutions, By-Laws, rules and regulations are not contrary to or in violation of any provision of this Agreement or of any applicable provisions of law. The TMA will provide the COC with a copy of the Constitution and By-Laws of the TMA and will inform the COC of any changes or alterations.

ARTICLE 15 - TERM OF AGREEMENT

The effective date of the collective agreement is July 1, 2025 and the term continues until June 30, 2028 (three years).

The COC and the TMA agree to provide each other with suggested dates to commence negotiations for a new agreement no later than April 1, 2028.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

For the CANADIAN OPERA COMPANY



Roberto Mauro, Director of Artistic Operations
and Planning

Date: 2025-10-22

For the Toronto Musicians' Association



Dusty Kelly, Executive Director

Date: 2025-10-22

SIDE LETTER #1 GUARANTEE AND LEAVES

On a trial basis, the parties agree to the following provisions, which shall be in effect for the duration of the 2025-2028 Collective Agreement (“Agreement”) and shall supersede any contrary provisions of the Agreement. Upon expiry of the Agreement, the provisions of this Side Letter shall expire, unless explicitly included in subsequent Collective Agreements.

1. The COC may assign Guarantee services only as follows:

a. Mainstage opera productions.

i.) The COC will make reasonable best efforts to not schedule services that conflict with National Ballet Orchestra services.

b. Tours.

c. Other projects, subject to the following conditions:

i.) The project must be a COC production or co-production.

ii.) The COC will make reasonable best efforts to not schedule services that conflict with National Ballet Orchestra services.

iii.) The services must be included in the April schedule distribution. Notwithstanding the foregoing, the COC may schedule up to ten (10) services after the April schedule distribution provided that at least seventy (70) days’ notice is given. If a musician can demonstrate a bona fide* conflict with any of these additional services, the Guarantee for that musician will not be reduced by the value of those missed services.

*For the purposes of this provision, a “bona fide conflict” is a conflict which cannot reasonably be rescheduled with a significant event such as a musical engagement, medical appointment, or major life event.

iv.) If the COC schedules a non-mainstage opera that conflicts with the National Ballet of Canada mainstage season, the following conditions shall apply if musicians decline the production:

1. If the position is eventually filled by another contracted COC musician, an amount equal to the minimum basic fee for the production will be added to the Mitigation Pool for each contracted COC musician who declined the production.

2. If the position is eventually filled by an extra musician, an amount equal to the minimum basic fee for the production will be added to the Mitigation Pool for each contracted COC musician after the first who declined the production.

3. The Mitigation Pool will be divided by the number of musicians who declined the production to determine the Individual Mitigation Amount.

4. The guarantee deduction for each musician who declined the production will be reduced by the Individual Mitigation Amount.

5. Services missed due to conflicts with the National Ballet of Canada mainstage season will not count as declined services for the purpose of calculating reduced guarantee shortfall payments as described in paragraph 2 below.

2. A musician who takes Short Term Leave pursuant to Article 6.E in excess of twenty-four (24) services will have their guarantee shortfall payment reduced according to the following chart:

Services declined	Reduction in shortfall entitlement
0-24	0
25-29	1
30-33	2
34-37	3
38-41	4
42-45	5
46-48	6
49-51	7
52-54	8
55-57	9
58-60	10
61-62	11
63-64	12
65	13
66	14

The shortfall entitlement will be further reduced by one service for each service declined beyond the 66th service.

For clarity, unpaid leave taken for medical reasons will not be considered leave pursuant to Article 6.E for the purposes of this provision.

AGREED:

For the CANADIAN OPERA COMPANY

For the TORONTO MUSICIANS' ASSOCIATION



Roberto Mauro, Director of Artistic Operations
and Planning



Dusty Kelly, Executive Director

Date: 2025-10-22

Date: 2025-10-22

SIDE LETTER #2 AUDITIONS AND TENURE

On a trial basis, the parties agree to the following changes to the audition and tenure procedures, which shall be in effect for the duration of the 2025-2028 Collective Agreement (“Agreement”) and shall supersede any contrary provisions of the Agreement. Upon expiry of the Agreement, the provisions of this Side Letter shall expire, unless explicitly included in subsequent Collective Agreements.

The parties agree that the probationary period is intended to provide the probationary musician with the opportunity to establish themselves as a member of the orchestra and for the orchestra to grow together with the probationary musician. The probationary period is also intended to allow the Music Director, with input from the tenure committee, to evaluate the probationary musician’s ability to perform the job for which they have been hired at the standard of the orchestra. Responsibility for compliance with these procedures rests with all participants in the process.

The parties acknowledge that substantial resources are expended by both the orchestra and the probationary musician in the audition and tenure process and that the decision to hire the probationary musician reflects their abilities and their status as the best available candidate for the position. Accordingly, the parties agree that a denial of tenure should be rare and that these procedures are intended to support the attainment of tenure by a probationary musician.

1. Orientation Packages.

a. The parties agree to develop an orientation package which the COC will distribute to all probationary musicians when they are engaged. The orientation package will include information about the tenure process, including but not limited to a description of the tenure process, a general timeline for tenure meetings, the criteria upon which the musician will be evaluated, information about the Musician’s Advocate, and the names of the members of the tenure committee. The COC agrees that the TMA and/or the Orchestra Players’ Committee may provide additional orientation to probationary musicians.

b. The parties agree to develop an orientation package which the COC will distribute to members of Audition and/or Tenure Committees and to each Musician’s Advocate. The orientation package will include information similar to the package for probationary musicians, as well as a declaration to be completed by each Committee member and by each Musician’s Advocate regarding confidentiality and Conflicts of Interest. The Music Director will also receive the orientation package.

2. **Criteria.** The parties agree to develop clear and consistent criteria upon which each probationary musician will be evaluated.

3. **Musician’s Advocate.** Each probationary musician will be assigned a Musician’s Advocate throughout the probationary period. The following provisions will apply to the Musician’s Advocate:

a. Assignment.

i.) The Orchestra Players’ Committee will solicit volunteers from the orchestra who are tenured musicians to serve as Musician’s Advocates.

ii.) The Orchestra Players’ Committee, in consultation with the TMA and subject to the approval of the COC, which will not unreasonably be withheld, will assign a Musician’s Advocate to each probationary musician.

iii.) The Musician’s Advocate may not serve on the probationary musician’s Tenure Committee and must be free from Conflicts of Interest as identified in Article 8C1.

iv.) The Musician’s Advocate will be from a different section, and, when possible, from a different instrument family, from the probationary musician.

v.) **A probationary musician may decline or revoke the appointment of their**

Musician's Advocate by advising the Personnel Manager of their decision in writing, in which case the Personnel Manager will advise the TMA of the musician's decision.

b. Role.

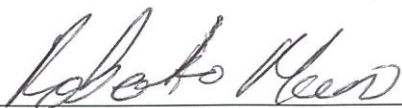
- i.) The principal role of the Musician's Advocate is to provide informal support and assistance to the probationary musician as they navigate the probation process.
- ii.) The Musician's Advocate will attend formal feedback meetings between the probationary musician and the Music Director. The principal role of the Musician's Advocate in these meetings is to act as an observer. In addition, the Musician's Advocate may support the probationary musician by ensuring that the probationary musician understands the feedback they receive.
- iii.) If the Musician's Advocate identifies actual or potential failures of compliance with the tenure process, after consultation with the probationary musician, the Musician's Advocate will bring such issues to the attention of the TMA. Issues that would normally be brought to the Personnel Manager or the Orchestra Players' Committee may continue to be brought to those parties. The Musician's Advocate is not responsible for enforcement of the Collective Agreement.

- 4. **Anti-bias training.** The COC will provide anti-bias training to the entire Orchestra at least once every three (3) years.
- 5. **Surveys.** The parties agree to develop surveys to be completed by members of tenure committees in advance of each tenure review. The surveys may contain questions specific to the role (e.g., principal, section) and instrument family in question but will otherwise be consistent for all candidates. Each question on the survey will require the respondent to rate a particular characteristic, or to decline to answer if they lack sufficient information. The collated results of the surveys will be distributed to the Tenure Committee in advance of the meeting in a manner agreed to between the parties.
- 6. **Feedback.** Written feedback to the probationary musician will include the feedback specified in Article 9A4 and the collated results of the surveys and will be delivered to the probationary musician and to the Musician's Advocate. The Music Director will also meet with the probationary musician, the Musician's Advocate, and the Personnel Manager to provide further guidance aimed at assisting the probationary musician in attaining tenure. Whenever possible, these meetings will take place in person following a performance.
- 7. **Implementation.** To develop the required documents and applicable procedures, the parties agree to form a task force consisting of the Personnel Manager and four musicians identified by the Orchestra Players' Committee. It is understood that the members of the task force may consult with other individuals, including but not limited to the Music Director, the Director of Artistic Planning, the TMA, and other musicians.
- 8. **Feedback during trials.**
 - a. The chair of the audition committee will solicit feedback from the rest of the committee.
 - b. Immediately after the opening of the second opera of a mini-season, a survey (similar to the tenure survey) will be distributed to the audition committee.
 - c. As soon as possible after the distribution of the survey, an informal meeting of the committee chair, trial candidate, and Personnel Manager will be held to pass on and discuss feedback. Ideally, this meeting will take place after a performance.

AGREED:

For the CANADIAN OPERA COMPANY

For the TORONTO MUSICIANS' ASSOCIATION



Roberto Mauro, Director of Artistic Operations
& Planning



Dusty Kelly, Executive Director

Date: 2025-10-22

Date: 2025-10-22