

AGREEMENT
Between the
TORONTO CONCERT ORCHESTRA
and
THE TORONTO MUSICIANS' ASSOCIATION, Local 149
of the AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA
hereinafter called 'the TMA'

The TMA and the TORONTO CONCERT ORCHESTRA agree each with the other as follows:

1. TERM

This Agreement will be in effect from September 1, ~~2017~~ ²⁰¹⁸ until August 31, 2021 and from year to year thereafter unless either party gives notice in writing to the other of the termination or proposed revision of this Agreement prior to July 1, 2021 or in a like period in any year hereafter.

2. ASSOCIATION RECOGNITION

The TORONTO CONCERT ORCHESTRA recognizes the TMA as the exclusive bargaining agent for all instrumental musicians engaged by the TORONTO CONCERT ORCHESTRA, hereinafter called "the musicians."

3. REPRESENTATIVES OF THE TMA

Representatives of the TMA will have access to performance and rehearsal venues for the purpose of conferring with the musicians. It is understood that any discussions between representatives of the TMA and the musicians will not interfere with the musicians' performance of their duties to the TORONTO CONCERT ORCHESTRA, or result in the TORONTO CONCERT ORCHESTRA incurring any additional costs for the rental of the performance or rehearsal venues, and provided further that the representatives of the TMA will be neatly attired and will observe the civilities and decorum of the occasion.

4. TARIFF OF FEES

When not specifically stated otherwise in this Agreement the fees and conditions of the TMA Tariff of Fees shall apply.

5. CONCERTMASTER - PRINCIPAL FEES

When not otherwise provided for in this Agreement, the scale fee for the Concert Master shall be 150% of the basic musician's fee. The scale fee for other Principal First Chair musicians shall be 110% of the basic musician's fee. The positions will be designated as Principal by the Orchestra Conductor and Concert Master in consultation with the contractor for each concert when applicable.

6. STEWARD

A Steward will be appointed by the TMA. The Steward will be responsible for reporting to the TMA the use of substitute musicians, unscheduled overtime and any unusual occurrences during rehearsals and concerts. The Steward will receive an additional fee of 10% of the musician's basic fee for the performance of these duties. The TMA will be responsible for instructing the Steward in the performance of his/her duties. In view of fairness the TMA reserves the right to rotate the position of Steward among musicians of the orchestra. The TMA will inform the TORONTO CONCERT ORCHESTRA of the selection of the Steward and of any subsequent changes.

7. DOUBLING

Where a musician is contracted to play more than one instrument doubling fees apply. All doubling fees are applicable Scale Fees for the purpose of calculating work dues and pension payments as per articles 21 and 22 of this agreement. In addition to the musician's scale fee for each additional instrument 25% of the Base Rate for the 1st double, 15% for the second double and 10% for 3rd and each subsequent double.

8. REHEARSAL AND PERFORMANCE CALLS IN EXCESS OF 3 HOURS

For any scheduled performance call in excess of 3 hours each musician shall receive an additional 1/12th of his/her 3 hour

performance fee for each additional ¼ hour or part thereof.

For any scheduled rehearsal call in excess of 3 hours each musician shall receive an additional 1/6th of his/her 2 hour rehearsal fee for each additional ½ hour or part thereof.

Unscheduled overtime shall be paid at 150% of the applicable rate pro-rated in ½ hour segments.

9. BYLAWS

The TMA acknowledges that nothing in this Agreement will ever be construed so as to interfere with any duty or responsibility owed by any musician performing hereunder to the TMA and/or the A.F. of M. pursuant to their By-Laws, Regulations or Orders.

10. PROGRAM LISTING

The names of the performing musicians and their respective instruments will be included in the concert program. The TMA will also receive appropriate recognition in the section of the program where similar credits are listed for other performers' and technicians' associations, guilds or unions. The recognition should read, "The musicians of ~~Sinfonia Toronto~~ are members of the Toronto Musicians' Association, Local 149 of the American Federation of Musicians of the United States and Canada."

TORONTO CONCERT
ORCHESTRA
[Handwritten signature]

11. RECORDING

No service shall be recorded, broadcast, reproduced or transmitted from the place of performance in any manner or by any means whatsoever in the absence of a specific written agreement with the A.F. of M. specifically executed for that purpose, except for the use of regular television or radio news and public affairs broadcasts, when not more than two (2) minutes of a performance or rehearsal is used, in which case this shall be permitted without additional compensation.

12. INTERNET

A maximum of two (2) minutes of performance or rehearsal footage may be presented on the TORONTO CONCERT ORCHESTRA and/or related websites during the current season without payment to the musicians, provided that the TORONTO CONCERT ORCHESTRA notifies the Association in advance, in writing. The written notification shall include full particulars of the website including confirmation that the material cannot be downloaded, and that the TORONTO CONCERT ORCHESTRA is not receiving any revenue for the use of the material. The TORONTO CONCERT ORCHESTRA warrants that it is responsible for any misuse of the material. The TORONTO CONCERT ORCHESTRA must receive approval of the material from the TMA prior to making the material available on the Internet.

13. HIRING PRACTICES

It is agreed that preference in engaging musicians will be first extended to TMA members and secondly to members of a Canadian local of the A.F. of M. who are Canadian citizens or landed immigrants in Canada. In the case where a qualified musician as aforesaid is not available, A.F. of M. members who are not Canadian citizens or landed immigrants in Canada and who reside outside the jurisdiction of the TMA may be engaged subject to consultation with the TMA and prior to any application to Canada Employment and Immigration for visas or work permits. If the musician becomes a member of the TMA, the TMA will not object to the issuance of the appropriate documents.

14. DISCRIMINATION

It is agreed that the policy of engaging musicians hereunder will be without discrimination on the basis of age, religion, gender, sexual orientation, race, colour or ethnic background, political affiliation or persuasion, or disability not related to the musician's performing competence.

15. SOUND CHECKS

The two-hour minimum rehearsal call is waived in the circumstance where the sound-check rehearsal call immediately precedes a performance. The rehearsal shall commence no earlier than 1½ hours prior to the scheduled start of the performance and the duration of the rehearsal shall not exceed 1 hour. Where the total call does not exceed the normal 3 hour performance and the duration of the rehearsal shall not exceed 1 hour. Where the total call does not exceed the normal 3 hour performance call the sound-check may be included within the performance service provided that the musicians receive a break of not less than 20 minutes prior to the beginning of the performance. Where the total call for the sound-check and the performance exceeds 3 hours the rehearsal shall be paid at the applicable pro-rata rehearsal rate for one hour.

For sound-check rehearsal calls not contiguous to the performance the minimum call for the rehearsal shall be 2 hours.

16. CALL TIME - PERFORMANCE

The "call time" for musicians will be 15 minutes prior to the scheduled commencement of a performance.

17. BREAKS - INTERMISSIONS

There shall be a break of no less than 10 minutes per hour for all rehearsals. No rehearsal shall continue for more than one and one-half hours without a break. Breaks shall not be taken during the first or last half-hour of any rehearsal without the unanimous approval of the musicians. Concerts exceeding one and one-half hours in duration must have a 15 minute intermission.

18. MINIMUM SCALE FEE

The minimum fees for rehearsals and performances will be as listed in Article 4 above.

19. CARTAGE

The TORONTO CONCERT ORCHESTRA will pay for any necessary cartage fee costs by musicians who play the following instruments while performing or rehearsing with the orchestra:

- Harp
- Timpani
- Double Bass
- Any acoustic or electronic keyboard instrument and related amplification and electronic equipment.
- Percussion instruments (including drum set, mallet keyboard instruments and any electronic music devices and related amplification equipment where required).
- Electric guitar and electric bass where amplifiers and relate electronic equipment are required.

The TORONTO CONCERT ORCHESTRA will negotiate a fee to have said instruments transported to and from the place of engagement by private transportation supplied by musician, or by common carrier or musicians' cartage service. Payment for any and all cartage shall require the approval of the TORONTO CONCERT ORCHESTRA and shall not be unreasonably withheld.

20. TOURS AND RUN-OUTS

Prior to any tour or run-out performances that occur outside the GTA (Greater Toronto Area) the TORONTO CONCERT ORCHESTRA shall notify the TMA of these dates and arrangements made with musicians to cover the provision of travel and transportation, accommodations and meals or direct payment of musicians to reimburse them for any expenses they occur on the tour or run-out for travel, transportation, accommodation or meals.

21. MUSICIANS' PENSION FUND OF CANADA

A contribution for each musician engaged hereunder by the TORONTO CONCERT ORCHESTRA shall be made as per the terms listed below:

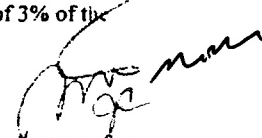
The pension contribution shall be made in the amount of eight (8)% of the minimum basic scale fees plus doubles and premiums as per the terms of this agreement and made payable to the Musicians' Pension Fund of Canada and remitted to the TMA by the TORONTO CONCERT ORCHESTRA, and forwarded by the TMA office to the Fund office in Toronto.

22. PAYMENT OF FEES AND WORK DUES

The TORONTO CONCERT ORCHESTRA will be solely responsible for payment to the musicians for all services rendered hereunder, and will forward to the TMA office on behalf of the musicians engaged work dues in the amount of 3% of the minimum basic fee plus applicable doubling and Principal premiums.

23. WORKING CONDITIONS

23.1 The TORONTO CONCERT ORCHESTRA will use its best efforts to ensure the maintenance of a temperature of no less than 18 degrees Centigrade and no greater than 22 degrees Centigrade and a comfortable level of humidity in all performance and rehearsal areas. The acceptable levels of heating and air conditioning will be obtained at least 1 hour prior to the downbeat for concerts and rehearsals and will be maintained throughout the performance or rehearsal. When musical instruments must be stored or left in the concert venue or rehearsal space between performances, the above conditions will be maintained at all times.

INDOC:2 

- 23.2 The TORONTO CONCERT ORCHESTRA will provide adequate lighting for each musician.
- 23.3 The TORONTO CONERT ORCHESTAR will use its best efforts to ensure that each performing musician is provided with a well-maintained chair of medium to low height with a flat back and a level, padded and cloth-covered seat for any services during which his/her instrument is to be played while sitting.
- 23.4 The TORONTO CONCERT ORCHETRA will use its best efforts to ensure the provision for musicians engaged hereunder of a convenient dressing space and a secure place for valuables. The concert venue or rehearsal space will contain sanitary washrooms which are consistent with existing facilities in similar venues. Washrooms will be supplied with soap, toilet tissue and paper towels. Dressing rooms, washrooms and performing areas will be in a clean condition upon the arrival of the musicians.

24. SAFETY

The TORONTO CONERT ORCHESTRA will conduct its own inspection prior to the concert or rehearsal to determine that all emergency exits adjacent to the concert performance area or stage and all emergency exits in the rehearsal space are clearly marked and unobstructed.

25. DISPUTE RESOLUTION

Except as provided hereafter this Article, dispute resolution shall be subject to and construed by the laws of the Province of Ontario.

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 a matter is arbitrable. It is the intent of the parties that any dispute under the terms of this Agreement will be resolved as expeditiously as possible.

A grievance may be initiated by a musician, a group of musicians, the TMA or the TORONTO CONCERT ORCHESTRA. A grievance may only be filed by the TMA or the TORONTO CONCERT ORCHESTRA. The TMA will have full carriage of any grievance initiated by a musician(s) and may settle or pursue the grievance as the Association sees fit.

Step 1

Prior to invoking the grievance procedure it is anticipated that the parties shall wherever possible try to resolve the issue.

Step 2

In the event that the dispute is not resolved at Step 1, the concern or dispute that is the source of the grievance must be presented to the TMA and ~~SINFONIA TORONTO~~ TORONTO CONCERT ORCHESTRA in writing within thirty-one (31) days from the date that the grieving party became aware or should have become aware of the alleged infringement. Representatives of the TMA and the TORONTO CONCERT ORCHESTRA shall meet within fourteen (14) days (or on a mutually agreed upon date) of the receipt of the grievance in order to discuss and attempt to resolve the disagreement amicably. At the conclusion of the meeting the parties may agree upon a resolution, agree to reconvene the meeting, or failing an agreement continue to Step 3.

Step 3

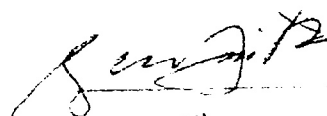
Should the issue remain unresolved, within twenty-one (21) days, (not including statutory holidays) of the conclusion of Step 2, either party may refer the grievance to a single arbitrator. The parties shall endeavor to agree on an arbitrator. If the parties are unable to agree on an arbitrator the Ministry of Labour will be asked to appoint an arbitrator. The decision of the arbitrator shall be final and binding upon the parties and the musicians covered by this Agreement. The expenses of the arbitrator shall be shared equally between the Producer and the Association except that each party shall be responsible for its own legal fees.


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

Dated at Toronto this 7 day of SEPT, 2018.

For the TORONTO CONCERT ORCHESTRA

For the TMA


G. W. SMITH
CHAIR


G. COLE
TREASURER

