

AGREEMENT
Between
SINFONIA TORONTO
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 SINFONIA TORONTO agree each with the other as follows:

1. TERM

This Agreement will be in effect from July 1, 2022 until June 30, 2025 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 December 1, 2024 or in a like period in any year hereafter.

2. ASSOCIATION RECOGNITION

SINFONIA TORONTO recognizes the TMA as the exclusive bargaining agent for all instrumental musicians engaged by SINFONIA TORONTO, 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. Representatives of the TMA will be neatly attired and will observe the civilities and decorum of the occasion. 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 SINFONIA TORONTO, nor result in SINFONIA TORONTO incurring any additional costs for the rental of the performance or rehearsal venues.

4. TARIFF OF FEES

When not specifically stated otherwise in this Agreement the fees and conditions of the TMA Tariff of Fees shall apply, attached as Appendix A of this Agreement. SINFONIA TORONTO will pay core musicians according to the following rates:

	2022 / 2023 Season	2023 / 2024 Season	2024 / 2025 Season
Performances	\$65.00 / hour	\$67.00 / hour	\$69.00 / hour
Rehearsals	\$43.00 / hour	\$48.94 / hour	\$54.87/ hour
∴ Concert Fee (3-hour service)	\$195	\$201	\$207
∴ Rehearsal Fee (3-hour service)	\$129	\$146.82	\$164.61

Principals: 110% of concert and rehearsal fees
 Concertmaster: 150% of concert and rehearsal fees
 Steward: 110% of concert and rehearsal fees

Guest musicians: per TMA Tariff of Fees

4.1 ANNUAL MEDIA COMMITMENT PAYMENT

For the 2022-2023 season, SINFONIA TORONTO commits, as per Article XIX of the Integrated Media Agreement for Canada (hereafter "IMAC"), to an Annual Media Commitment Payment (hereafter "AMCP") of \$468.20 to each core member of the ensemble. SINFONIA TORONTO also further agrees to a 12% pension contribution on the AMCP

Save one (1) concert cycle, the AMCP may only be applied to concerts produced by Sinfonia Toronto. The AMCP may

not be applied to Revenue Participation payments (see Article XXI of the IMAC).

An account shall be kept of the AMCP payments made to each Core Member and of the payments due each Core Member for Electronic Media Services. If the Orchestra Member earns more in eligible media fees than the AMCP as set forth above, then the balance owing the Orchestra Member shall be paid at the time of the corresponding service(s), or at the end of the contract year.

5. **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 American Federation of Musicians of the United States and Canada pursuant to their By-Laws, Regulations or Orders.

6. **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."

7. **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 American Federation of Musicians of the United States and Canada specifically executed for that purpose.

8. **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 American Federation of Musicians of The United States and Canada who are Canadian citizens or Permanent Residents or holders of Student Work Permits in Canada. In the case where a qualified musician as aforesaid is not available, the American Federation of Musicians of The United States and Canada members who are not Canadian citizens or Permanent Residents or holders of Student Work Permits 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.

9. **DISCRIMINATION**

It is agreed that the policy of engaging musicians hereunder will be without discrimination of 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.

10. **CORE ORCHESTRA**

SINFONIA TORONTO agrees to engage a minimum of 13 musicians all of whom shall be members in good standing of the Toronto Musicians' Association, Local 149 of the AFM for the 7 subscription programs scheduled during the period of this Agreement. It is agreed that SINFONIA TORONTO will consider as core musicians those musicians who have signed and returned an personal services contract for the season.

11. **BASIC WORK GUARANTEE**

11.1 SINFONIA TORONTO will guarantee core musicians the following services during the period of this Agreement:

	2022 / 2023 Season	2023 / 2024 Season	2024 / 2025 Season
Violins	37	37	37
Violas	33	33	33
Cello/Bass	29	29	29

- 11.2 SINFONIA TORONTO will be released from its obligation to guarantee the number of services specified in Article 12.1 in the event of cancellation, postponement or default by a presenter who has engaged SINFONIA TORONTO for performances other than those on SINFONIA TORONTO's own subscription series provided the musicians receive not less than 30 days notice of the cancellation or postponement. The requirement for provision of 30 days notice by SINFONIA TORONTO to the musicians will be waived in the case of any cancellation, postponement or default by a presenter resulting from force majeure, as defined in Paragraph 1 of the Regulations Pertaining to Payment on the American Federation of Musicians of The United States and Canada. Form CA1: SINFONIA TORONTO shall not be held liable for payment in the event of cancellation, postponement or default by a presenter due to accidents, riots, strikes, epidemics, acts of God or any other legitimate conditions beyond the control of the presenter. The maximum number of services which may be so released during the period of this Agreement is 6.
- 11.3 In the event of a change or addition to the rehearsal and/or performance schedule after signing their Services Agreement the musician will make their best efforts to accommodate the change. A musician with a bona fide conflict will not be required to perform the altered or added services. The musician will be paid for a changed service he/she is unable to play if the service is changed with less than 30 days notice. The musician will not be paid if he/she is not available to perform services added to the schedule.

12. PERSONAL SERVICES CONTRACTS

SINFONIA TORONTO will issue personal services contracts, described in appendix B, for core musicians for the following contract year by May 10 with a tentative schedule for the following contract year. The Musician will be engaged to attend every service in which their instrument is required. The Musician shall signify their acceptance or rejection of the contract in writing by June 1.

Prior to signing their personal services contract the Musician may request leave from up to two (2) concert cycles per season. Concert cycles are defined as a specific set of rehearsals and concerts(s) reasonably joined by common repertoire. The request should be in writing and provide the reason for the leave. The Music Director, or his designate, will entertain such requests in a timely manner in the context of the artistic requirements of Sinfonia Toronto and the specific nature of the request. Such leaves will be granted at the discretion of the Music Director.

SINFONIA TORONTO shall file one copy of each accepted contract with the TMA.

13. COVID-19

For the length of this agreement, if any level of government has mandated a 100% restriction on audience capacity due to COVID-19, should Sinfonia Toronto, or a third party who has engaged Sinfonia Toronto, cancel, or reschedule, any, or all, services within a concert cycle later than 168 hours (7 days) before the scheduled commencement of first service within that cycle, Sinfonia Toronto shall pay engaged musicians for all services within that concert cycle or reschedule the services before the end of the same season. Sinfonia Toronto may cancel or reschedule services 168 hours (7 days) before the first service of a concert cycle without penalty.

14. LEAVE

14.1 After signing their personal services contract a musician may request to be excused from a specific set of rehearsals and concert(s). This request must be in writing and must reach the SINFONIA TORONTO office at least 30 days before the first rehearsal of the set for which the musician is identifying the conflict. The request must include the nature and the details of the conflict.

- i) For all services contracted out to other organizations, i.e., when SINFONIA TORONTO is not the

presenter of the event(s), permission for leave will not be unreasonably withheld.

- ii) For any services that are part of SINFONIA TORONTO's own presentations, the Music Director will entertain such requests in the context of the specific nature of SINFONIA TORONTO's artistic needs and the specific nature of the conflict. In such a case the Music Director or SINFONIA TORONTO administration will make the final decision.

14.2 For the 2022-2023 and 2023-2024 seasons, a musician may request leave for a maximum of two (2) concert cycles per season with 30-day's notice provided:

- i) neither the first nor the second such leave added to any leaves already granted at the time a musician returned their individual services agreement shall cause the musician to exceed a total of two concert-cycle leaves within one season.
- ii) SINFONIA TORONTO will limit the number of such leaves for a concert cycle to not more than 50% of a section, with the exception of double bass, and to impact not more than four musicians total within the same cycle, in order to maintain the orchestra's artistic integrity.
- iii) SINFONIA TORONTO may require documentation to substantiate the reason for a 30-day-notice leave, to confirm the professional or financial priority asserted.
- iv) Leaves for a concert cycle will be on a first-come, first-serve basis.

14.3 For the 2024-2025 season, a musician may request leave for one (1) concert cycle per season with 30-day's notice.

14.4 A musician will not be paid for a rehearsal which he/she does not attend. The engagement and payment of a substitute musician is the responsibility of SINFONIA TORONTO.

14.5 For the purposes of this article, a substitute musician engaged on a season contract will be considered an acting core member for that season.

14.6 Should any musician withdraw from a given concert cycle, they agree to return printed music for that cycle within three days.

15. **SICK LEAVE, COMPASSIONATE LEAVE, PARENTAL LEAVE**

15.1 Unpaid sick leave and compassionate leave and parental leave will be granted to members of the Core Orchestra. SINFONIA TORONTO shall be responsible for the payment of substitutes if required for these periods. Substitutes on a per show basis are to be paid under the current TMA Local 149 Tariff of Fees; a substitute engaged under this article for three (3) or more consecutive concert cycles within the same season is to be paid under the rates as per this agreement.

All sick leave and compassionate leave shall be included in the fulfillment of SINFONIA TORONTO's obligation to provide a guaranteed number of services in accordance with this Agreement.

15.2 Unpaid sick leave shall include leave due to a musician's illness or illness of a musician's child. Unpaid compassionate leave shall include leave due to the death or serious illness/accident in the musician's immediate family (spouse/partner, child, parent, grandparent, sibling) or spouse/partner's family (child, parent, grandparent, sibling). A doctor's certificate may be required at the request of SINFONIA TORONTO.

15.3 Unpaid maternity / paternity leave will be granted to members of the core orchestra. The duration (start and end dates) of maternity / paternity leave shall be requested in writing and must reach SINFONIA TORONTO offices at least (60) sixty days prior to the requested date of leave start date. The exact length of the maternity / paternity leave should be requested at the discretion of the musician making the request and shall not exceed the maximum length of one (1) year (365 days). The musician will be responsible to send an update to SINFONIA TORONTO to reconfirm or adjust the end date of the leave no later than sixty (60) days before the original or adjusted end date, or sixty (60) days before the musician's desired end date if earlier than the original or previously adjusted

end date.

15.4 A musician may take unpaid, job-protected, infectious disease emergency leave. This leave is for certain reasons related to COVID-19, including, but not limited to:

- i) personal illness, quarantine or isolation confirmed by a medical report for the musician or the family member or bubble member who has exposed the musician
- ii) to provide care or support to certain family members for a reason related to Covid-19, including school or day care closures

16. **EXTRA MUSICIANS**

Extra musicians and guest musicians shall be paid no less than the scale fees required in the TMA's Tariff of Fees, attached as Appendix "A". Pension for such musicians shall be 8% of the scale fee. Extra musicians and guest musicians do not need to be engaged for rehearsals in which their instruments are not required.

17. **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 their 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 their 3-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.

18. **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 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.

19. **CALL TIME - PERFORMANCE**

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

20. **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.

21. **MINIMUM SCALE FEE**

The minimum fees for rehearsals and performances will be as listed in Article 4 above. Extra musicians and featured performers will be contracted and paid according to the fees stipulated in the TMA Tariff of Fees.

22. **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 following positions will be designated as Principal: Concertmaster, Principal Second Violin, Principal Viola, Principal Cello, Principal Bass, and any First or single wind, brass, percussion or keyboard positions engaged on an occasional basis as repertoire requires.

If any other member of the core orchestra plays a Principal position at the request of SINFONIA TORONTO he/she will be paid the Principal fee as set forth above, on a pro-rata basis.

23. MUSICIANS' PENSION FUND OF CANADA

A contribution for each musician engaged hereunder by SINFONIA TORONTO in the amount of 8% of the minimum basic fee will be made payable to the Musicians' Pension Fund of Canada and remitted to the TMA by SINFONIA TORONTO. The TMA office will forward the aforementioned contribution to the pension fund office.

24. PAYMENT OF FEES AND WORK DUES

SINFONIA TORONTO 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.

25. TOURS AND RUN-OUTS

25.1 DEFINITION

A run-out is deemed to be any circumstance where the musicians leave from and return to Toronto on the same day for the purpose of performing or rehearsing, and where no accommodation is required. A tour is deemed to be any circumstance where overnight accommodation for the musicians is required.

25.2 Musicians may withdraw from tour participation without penalty either within 2 weeks after the initial offer of work to the musician or no later than six months before the tour departure date, whichever is later. Otherwise, conditions of the master agreement apply. Sinfonia Toronto will issue tour schedules as separate documents.

25.3 MEAL ALLOWANCE FOR RUN-OUTS

SINFONIA TORONTO will ensure that musicians receive any/all of the three standard daily meals required at appropriate times during any run-out by one of the following means, or by a combination thereof: a) provide prepared meals of generally acceptable standards of quality, after having given musicians the opportunity to identify any special dietary needs; or, b) contract with hosting presenters to provide prepared meals of generally acceptable standards of quality, including the accommodation of any special dietary needs; or, c) pay meal allowances:

	2022-2023	2023-2024	2024-2025
Breakfast	\$14.00	\$14.70	\$15.14
Lunch	\$15.25	\$16.01	\$16.49
Dinner	\$40.00	\$42.00	\$43.26

25.4 PERFORMANCE FEES

Fees for all run-out concerts and associated rehearsals shall not be less than the fees specified in Article 4 of this agreement. If a run-out exceeds twelve (12) hours from the scheduled departure until return to the departure point, and if only one paid service is included in the run-out engagement, each musician will be compensated for the service at 50% above his / her regular fee.

26. TOUR REMUNERATION

26.1 DAILY REMUNERATION

SINFONIA TORONTO will pay each musician the fee below for each performance day and for travel days (as specified below) unless a paid service is scheduled on the same day as travel, in which case SINFONIA TORONTO will pay each musician the fee below for a performance or the rehearsal rate as specified in the TMA/Sinfonia Toronto Agreement for a rehearsal. If two services are scheduled on the same day, SINFONIA TORONTO will pay each musician the fee below for a performance and the rehearsal rate as specified in the TMA/SINFONIA TORONTO Agreement for a rehearsal. There shall be no travel on a day with two scheduled services.

2022 / 2023 Season	2023 / 2024 Season	2024 / 2025 Season
\$142	\$149.10	\$153.57

A travel day is defined as any day with more than four (4) hours of travel. Days with no scheduled service or with no more than four (4) hours of travel are defined as unpaid personal days.

26.2 EXTENDED TOURS

SINFONIA TORONTO will provide minimum payment to each musician for extended tours as follows:

Two (2) travel days per tour, or travel-day-service payment as above, plus

Within the tour span inside the travel days, no less than:

Five (5) paid service or travel days in seven (7) days

Six (6) paid service or travel days in nine (9) days

Seven (7) paid service or travel days in eleven (11) days

Eight (8) paid service or travel days in thirteen (13) days

Nine (9) paid service or travel days in fourteen (14) days

26.3 COMPACT TOURS

SINFONIA TORONTO will provide minimum payment to each musician for compact tours as follows:

For seven (7) days including travel, no less than six (6) paid service or travel days

For six (6) days including travel, no less than five (5) paid service or travel days

For five (5) days including travel, no less than four (4) paid service or travel days

For four (4) days including travel, no less than four (4) paid service or travel days

26.4 PER DIEMS

SINFONIA TORONTO will ensure that musicians receive any/all of the three standard daily meals required at appropriate times during any tour by one of the following means, or by a combination thereof:

- a) provide meals of generally acceptable standards of quality, after having given the musicians the opportunity to identify any special dietary needs; or,
- b) contract with hosting presenters to provide prepared meals of generally acceptable standards of quality, including the accommodation of any special dietary needs; or,
- c) pay meal allowances as outlined below.

In addition to the above, SINFONIA TORONTO will pay the musicians a per diem for incidentals, as outlined below,

per day on tour in Canadian or equivalent foreign funds at least three business days before tour departure dates. On outbound or return days where the musicians are required to check-in at the airport after 1:00 pm or the return is completed no later than 6:00 pm, the daily per diem rate shall be reduced to 50% or \$35.00 CAD.

	2022 / 2023 Season	2023 / 2024 Season	2024 / 2025 Season
Breakfast	\$13.01	\$13.66	\$14.07
Lunch	\$17.35	\$18.22	\$18.77
Dinner	\$32.53	\$34.16	\$35.18
Incidentals	\$13.01	\$13.66	\$14.07
∴ 50%	\$37.95	\$39.85	\$41.05

SINFONIA TORONTO may propose lower per-diem rates fifty (50) days before departure, based on local prices, subject to approval by the orchestra.

26.5 PAYMENT OF TOUR REMUNERATION

SINFONIA TORONTO will pay the musicians their owed tour remuneration within 14 days of the last day of the tour.

27. TOUR ACCOMMODATIONS

27.1 PROVIDED BY SINFONIA TORONTO

All sleeping accommodations will be arranged and paid for by SINFONIA TORONTO. All accommodations will be commercial where available. If no commercial accommodation is available, the musicians must consent to alternative arrangements.

27.2 DOUBLE OCCUPANCY

Double occupancy rooms will be provided at no cost to the musicians for all tour nights, and the company shall make best efforts to assign 2 musicians of compatible lifestyle to a room, and a musician for whom there is no shared accommodation shall receive single accommodation at no cost to the musician.

28. TOUR TRANSPORTATION

28.1 TRAVEL ARRANGEMENTS

SINFONIA TORONTO agrees that it will obtain and pay for any and all visas, work permits, labour permits, entrance and exit fees, foreign union initiation fees and dues, if any, and all charges of a similar nature which might be placed upon the musicians by reason of their performance in countries outside of Canada.

In the event that a musician has cooperated in a timely manner with all reasonable SINFONIA TORONTO requests for information required for obtaining visas or work permits or facilitating payment of entrance and exit fees or foreign union initiation fees or dues, but is barred from entering the country due to an error by SINFONIA TORONTO with regard to his / her work permit or visa or entrance or exit fee or foreign union initiation fee or dues, SINFONIA TORONTO would not consider the musician in breach of contract and would not reduce or withhold fees.

All travel arrangements for tours will be made at the sole discretion and cost of SINFONIA TORONTO. Any alterations of the travel arrangements by the musicians will be payable by the musicians. SINFONIA TORONTO will consult the Orchestra Committee whenever possible before booking travel arrangements.

Travel will not be scheduled between 12:01 am and 6 am on the day of a performance.

28.2 PERSONAL TRAVEL ON TOUR

If an orchestra member travels away from the orchestra's location on tour, he/she must be back on location three (3) hours in advance of any service.

28.3 TORONTO TRAVEL

In the event that SINFONIA TORONTO schedules a service in Toronto on a departure day, SINFONIA TORONTO will be responsible for transportation to Pearson International Airport. If no service is scheduled, each musician will be responsible for arrival at Pearson International Airport or the announced bus departure location by the scheduled time.

28.4 INNER-CITY TRANSPORTATION WHILE ON TOUR

The following apply to inner-city transportation while on tour:

- a) When lodging for the musicians is further than reasonable walking distance from the performance or rehearsal venue (over fifteen (15) minutes) SINFONIA TORONTO shall provide transportation for the musicians to arrive at the destination in time and to depart following the performance or rehearsal.
- b) Bus transportation will be provided to and from the airport upon arrival in and departure from foreign countries on all international tours.

28.5 TRAVEL INSURANCE

SINFONIA TORONTO will provide instrument insurance for instruments used on tour for those musicians who do not have their own international coverage. SINFONIA TORONTO agrees to provide health insurance coverage for musicians who do not have personal health insurance that includes out-of-country coverage during the period when they are required to tour outside of Canada. This health insurance policy will provide coverage equivalent to that available under the Ontario provincial health plan as well as repatriation to Canada if medically necessary.

29. TOUR CHANGES AND CANCELLATIONS

In the event of a tour cancellation or schedule change, SINFONIA TORONTO will immediately inform all affected musicians by email, with a request for confirmation. Upon receipt, the musician will immediately confirm their receipt of the notice, and will make their best efforts to accommodate if it is a notice of change. If a musician has not confirmed receipt of the notice within a reasonable time, Sinfonia Toronto will follow up by email or phone to ensure the information is received.

29.1 CANCELLATION

If a scheduled tour must be cancelled by SINFONIA TORONTO, SINFONIA TORONTO will notify musicians at least forty-two (42) days before the tour departure date, in which case SINFONIA TORONTO will have no obligation to compensate musicians. If SINFONIA TORONTO gives musicians such notice of cancellation less than forty-two (42) days before the tour departure date, SINFONIA TORONTO will pay the musicians the equivalent of the performance and rehearsal fees the musicians would have received while on tour.

29.2 CHANGES TO THE TOUR

In the event of a tour schedule change (such as length or starting or ending dates) SINFONIA TORONTO will notify musicians at least forty-two (42) days before the anticipated tour departure date, in which case musicians will not be entitled to any remuneration for cancelled days. In the event that changes to the schedule are made less than forty-two (42) days before the originally scheduled tour departure date, SINFONIA TORONTO will pay the musicians, for cancelled days only, an amount equal to 50% of the stipulated daily tour compensation for each day cancelled. Musicians will not, however, be entitled to any compensation if the dates are changed but the total number of tour days remains unchanged.

If, however, such changes result in a musician not being able to perform on the newly established dates due to prior non-Sinfonia Toronto engagements (the "Musician's Schedule), SINFONIA TORONTO may either:

- a) request the musician to perform on the remaining dates of the originally contracted tour, in which case SINFONIA TORONTO will pay the musician for cancelled days (if any) in accordance with this article, or

- b) request the musician not to perform, in which case SINFONIA TORONTO will pay the musician 50% of the stipulated compensation in respect to the originally contracted tour.

29.3 TOUR REHEARSAL

A tour rehearsal held in Toronto prior to a tour will be governed by the same terms as article 7, except that the musician will only be entitled to compensation in connection with changes made less than thirty (30) days before the date of the first rehearsal.

30. EXCEPTIONAL CIRCUMSTANCES

In the event of exceptional scheduling, financial or other circumstances arising with regard to a tour and prior to the start of the tour, SINFONIA TORONTO may request adjustments to one or more terms of this Agreement by means of notice to the Orchestra Committee and the TMA. Following any discussion or clarification between SINFONIA TORONTO and the Orchestra Committee and TMA, a vote of core members will be held by secret ballot, with the result determined by simple majority. The vote will be held at the earliest possible opportunity, and in no case later than two (2) weeks after receipt of the request.

31. 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 their duties. In view of fairness the TMA reserves the right to rotate the position of Steward among musicians of the Core orchestra. The TMA will inform SINFONIA TORONTO of the selection of the Steward and of any subsequent changes.

32. HARASSMENT

SINFONIA TORONTO agrees to review and post its policy on workplace harassment at least annually, as required by the Ontario Health and Safety Act.

33. WORKING CONDITIONS

33.1 SINFONIA TORONTO 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.

33.2 SINFONIA TORONTO will provide adequate lighting for each musician.

33.3 SINFONIA TORONTO will use its best efforts to ensure that each performing musician is provided with a well-maintained chair of medium to low height with a flat back and a level, padded and cloth-covered seat for any services during which their instrument is to be played while sitting.

33.4 SINFONIA TORONTO 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.

33.5 SINFONIA TORONTO will ensure that obstacles (e.g. bicycles, garment racks, etc.) are not in place in such a way as to hinder musicians carrying instruments from entering the performance venue through the stage door or from accessing the performance area or stage, dressing rooms or green room.

33.6 SINFONIA TORONTO will make available and provide (if requested) two (2) complimentary tickets to one (1)

downtown Sinfonia Toronto concert and one (1) uptown Sinfonia Toronto concert (George Weston Recital Hall, Toronto Centre for the Arts, 5040 Yonge Street) to each Core Orchestra musician totaling four (4) complimentary tickets to each Core Orchestra musician per season. SINFONIA TORONTO will honour all such requests received by email no later than 48 hours before the concert for which they are requested.

- 33.7 SINFONIA TORONTO, as part of its responsibility to ensure a safe workplace, agrees to honour and effect Covid-19 protocols as defined by federal, provincial, and municipal government standards.

34. SAFETY

SINFONIA TORONTO 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.

35. AUDITIONS

SINFONIA TORONTO welcomes the presence and input of all continuing core musicians who are interested and available to attend any audition. Attending auditions is voluntary and unpaid. All core members will be informed of audition times and location and will be given an adjudication sheet for written input and will be invited to remain for a verbal conference with the Music Director at the close of the audition.

36. ORCHESTRA DEVELOPMENT

- 36.1 SINFONIA TORONTO will hold at least one annual conference session at a time convenient to as many core members as possible, together with the Music Director, administrator and a board representative.
- 36.2 On an annual basis, at a mutually agreed-upon time sometime after December 26 and before January 15, the TMA, orchestra committee, and management team shall meet to discuss the season to date, the remainder of the season, and plans for the next season.

37. DONATION OF SERVICE

SINFONIA TORONTO may schedule a maximum of 1 donated fundraising performance per season during the period of this Agreement. If a core musician has been asked to play for a donated fundraising performance but is not available for it SINFONIA TORONTO may either transfer the core musician's donated service to the following season, in which case ST may utilize the service within the immediately-subsequent season only, or may transfer the core musician's donated service to a service within the current season for which the musician would normally be paid.

38. DISCIPLINE AND DISCHARGE

SINFONIA TORONTO or its authorized representatives will not discipline or discharge any musician except for just cause. A claim by any musician that he/she has been disciplined or discharged without just cause may be the subject of a grievance under Article 40 of this Agreement.

39. PROCESS OF NON-RENEWAL

If a core musician faces possible dismissal during the contract year, or not being offered a new personal services contract in the next contract year one of the following options shall take place as per Article 39.1 or 39.2.

39.1 LETTER OF WARNING

A musician may not be dismissed, nor have their following-year contract non-renewed as a result of absence as per Article 15 (Sick Leave, Compassionate Leave, Parental Leave).

If a core musician is in jeopardy of dismissal during the contract year, or may not be offered a new personal services contract for the following contract year limited to one or more of the following reasons:

- i) musical incompatibility,

- ii) musical incompetence or errors,
- iii) tardiness,
- iv) unexcused absence,
- v) poor rehearsal conduct,
- vi) poor stage deportment, or
- vii) failure to conform with dress code,

A letter of warning will be sent to the musician by the Music Director or an authorized representative, citing the areas of concern and including suggestions for improvement. The letter will be sent in time to allow the musician to perform the rehearsals and concerts for at least two repertoire sets before a dismissal or non-offer takes effect, to provide time for the musician to demonstrate improvement and remain in the core. The Musician in receipt of a letter of warning shall reply in writing to SINFONIA TORONTO within 48 hours to acknowledge receipt of the letter and state their intention for the remainder of the season.

After the completion of the first of these sets of rehearsals and concerts, the Music Director or an authorized representative will provide the musician with a written update, detailing whether improvement has been observed in the areas of concern, and whether further improvement is required.

39.2 NOTICE OF AUDITION

If a core musician is in jeopardy of dismissal during the contract year, or may not be offered a new personal services contract for the following contract year limited to one or more of the following reasons:

- i) generalized decline in preparation,
- ii) generalized decline in performance,

the Music Director may in lieu of the procedure outlined in Article 34.1 require the member to re-audition.

The Audition notice shall be delivered to the Musician in writing no later than March 15th of the current season and the audition shall be held by May 20th of the current season.

The Musician in receipt of the Audition Notice shall reply in writing to SINFONIA TORONTO within 48 hours to acknowledge receipt of the letter and state their intention indicating whether or not they will be proceeding with the audition.

In setting the date of the audition a minimum of thirty days shall pass from the date a Musician indicates their intent to proceed with audition prior to audition occurring.

Audition material will consist of a work of the Musician's choice and excerpts from the April and May subscription programs. Required excerpts from April and May programs to be performed shall be listed in the Notice of Audition when it is initially delivered, or, if an Audition Notice is delivered earlier in the season required excerpts may be listed from the two subscription programs following the date of notice.

The audition will be held in front of the Section Principal and the Music Director – or in the case of possible non-renewal or dismissal of a Principal, the Principal of another section and the Music Director.

The time length of audition will begin with the first note in the first required piece is played and shall continue no longer than 40 minutes after that first note is played.

The Musician's playing shall be evaluated on the same basis as when he/she was originally accepted as a core member, or as if he/she were a new candidate in a posted audition for an opening in the core: a general assessment of technique, intonation, rhythm, tone, expressiveness and overall musicianship.

To ensure adherence to time limits and that evaluation is restricted to criteria as listed above a representative of the TMA shall be present at the Audition at all times.

Upon completion of the audition the Principal in attendance shall share their comments and evaluation notes with the Music Director who shall take this information under advisement in making their final decision regarding the Musician's non-renewal.

Following completion of the Audition Process and discussion with Principal the Music Director or authorized representative shall deliver notice in writing to the Musician of the decision of the Music Director within 48 hours of completion of the process.

If the decision is to not renew or dismiss the Musician the letter presented to musician must outline the reasons for this decision as per the evaluation criteria listed above.

40. 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 SINFONIA TORONTO. A grievance may only be filed by the TMA or SINFONIA TORONTO. 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 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 SINFONIA TORONTO 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 3rd day of May, 2023.

For SINFONIA TORONTO



Margaret Chasins
General Manager, SINFONIA TORONTO

For the TMA



Scott Harrison
Business Representative, TMA

Appendix "A" TMA Tariff of Fees

Appendix "B"

Personal Services Contract between Sinfonia Toronto (hereinafter called "Sinfonia Toronto"), and the Musician whose signature is affirmed hereto (hereinafter called "the Musician").

[Date Range of Contract]

This contract for the personal services of [musician name].

Instrument: [Musician instrument]

Position: [Position]

Applicable Premiums: [Applicable Premiums]

Made this [day] day of [month], [year].

Witnessed that Sinfonia Toronto engages the personal services of the Musician according to all the terms of the current Agreement (hereinafter called "the Agreement"), between the Sinfonia Toronto and the Toronto Musicians' Association, Local 149 of the American Federation of Musicians. All terms and conditions of said Agreement are made part of this contract.

Please note that as per §12 PERSONAL SERVICES CONTRACTS, The Musician shall signify their acceptance or rejection of the contract in writing by June 1."

ACCEPTED BY THE MUSICIAN

[Signature]

Date: [Date]

ACCEPTED BY SINFONIA TORONTO

[Signature]

Date: [Date]