

TAFELMUSIK



**CORE ORCHESTRA
GENERAL AGREEMENT**

July 1, 2024, to June 30, 2027

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CORE ORCHESTRA GENERAL AGREEMENT

Between:

TAFELMUSIK

an Ontario body corporate
427 Bloor Street West, Toronto, Ontario M5S 1X7

(“Tafelmusik”)

and

TORONTO MUSICIANS’ ASSOCIATION LOCAL 149 (TMA)

of the American Federation of Musicians AFL-CIO-CLC
2 Sousa Mendes Street, Toronto, Ontario M6P 0A8
on behalf of the Artists defined in Appendix A

(the “Artist(s)”)

PREAMBLE

WHEREAS Tafelmusik engages a number of core musicians, referred to in this Agreement as “Artists”;

AND WHEREAS these Artists are engaged by Tafelmusik as independent contractors to provide musical services to Tafelmusik and the Artist has agreed to such an engagement, as delineated in the Artist’s Personal Services Contract;

AND WHEREAS the Artists are covered by Personal Services Contracts which are concluded between the Artist and Tafelmusik, subject to the conditions set out in this Core Orchestra General Agreement;

AND WHEREAS the Artists are members of the TMA and are contractually bound to one another and to the TMA in the conduct of their professional activities;

AND WHEREAS the Artists have expressed a preference for the duration of this Agreement to have the TMA assist them in the establishment of the terms and conditions of their engagement and the administration of those terms and conditions;

AND WHEREAS Tafelmusik has expressed a willingness to honour such preference and is therefore prepared to enter into an Agreement with the Artists through the TMA;

AND WHEREAS it is agreed that the Artists covered by this agreement have all of the rights and responsibilities under the following policies: Code of Conduct and Workplace Harassment and Violence Prevention Policy;

NOW THEREFORE IT IS AGREED between Tafelmusik on the one hand and the Artists, through the TMA, on the other:

BASIC PRINCIPLES

- (i) This Agreement may be amended mid-term only upon explicit written agreement between Tafelmusik and the TMA.
- (ii) The TMA will ensure that the Artists create an Orchestra Committee with which Tafelmusik may deal during the term of this Agreement on matters covered by this Agreement. This Committee may, at its own initiative, seek TMA involvement in its discussions with Tafelmusik on matters covered by this Agreement.
- (iii) Nothing in this Agreement prevents Tafelmusik from dealing directly with the Artists on questions pertaining to their respective engagements. Without limitation, nothing in this Agreement prevents Tafelmusik from agreeing to a level of remuneration for and with particular Artists which might exceed the terms and conditions contained in this Agreement.
- (iv) This Agreement as amended from time to time shall be deemed to be incorporated by reference into each of the Personal Services Contracts between the Artists and Tafelmusik, each Artist being an independent contractor.
- (v) All fees and other monetary amounts herein are in Canadian dollars, unless otherwise specified.
- (vi) The Music Director, whether or not serving in their capacity as a core player, is not covered by the terms of this Agreement. Nothing in this Agreement prevents the Music Director from playing in the orchestra as a musician as long as they are or apply to become a member of the TMA. Despite the foregoing, the Music Director is an independent contractor and shall count as one (1) member of the core orchestra.

In response to the absence of a Music Director for Tafelmusik, the Board of Directors will have the exclusive authority for appointing a new Music Director, which may consist of one (1) or more core players acting as Artistic Co-Directors (“the ACDs”) with the responsibilities and authority of a Music Director as outlined within this Agreement, acting in the Music Director’s stead. In this event, notwithstanding the description in this Agreement of a single Music Director, the ACDs will remain core players of the orchestra and are subject to the terms of this Agreement.

- (vii) All members of the core orchestra are or will become members of the TMA within sixty (60) days of engagement.
- (viii) Nothing in this Agreement constitutes voluntary recognition of the TMA by Tafelmusik. Tafelmusik acknowledges the TMA as the core players’ representative association with a view to negotiating enforceable and common terms and conditions of the Core Orchestra General Agreement.
- (ix) Upon written notice from the TMA, Tafelmusik agrees that it will deduct any dues and assessments levied by the TMA from any fees payable to the Artist.
- (x) The TMA hereby agrees to fully and unconditionally indemnify and hold harmless Tafelmusik with respect to any claim initiated by an Artist which challenges the applicability of this Agreement to such Artist. Such indemnity shall cover, but is not restricted to, any attempt by an Artist to pursue legal rights with respect to the engagement of such Artist by Tafelmusik in any manner other than through the grievance and arbitration or the artistic dismissal procedures contained in this Agreement. In consideration for this indemnity, Tafelmusik agrees that it will not dispute the applicability of this Agreement to Artists and will not participate in any legal proceedings with respect to the applicability of this Agreement without the written agreement of the TMA if it wishes to rely on this indemnity. This indemnity is provided by the TMA in recognition of Tafelmusik’s unique and long-standing presence in Toronto and in the international music community.
- (xi) The term of this Agreement is three (3) years, starting July 1, 2024 and ending June 30, 2027.

1.0 DEFINITIONS

1.1 Defined Terms in this Agreement

- (a) **“this Agreement”** means this Core Orchestra General Agreement.
 - (b) **“artist training”** means the Tafelmusik Baroque Summer Institute, Tafelmusik Winter Institute, residencies, and any other project or service intended to further the artistic development of pre-professional and/or professional musicians. See also **“educational activity”**.
 - (c) **“availability check”** means that Tafelmusik requests the Artist’s availability for a potential new service(s) on a proposed date(s) to be added to the season schedule.
 - (d) **“chamber music coaching”** means that the Artist, engaged by mutual agreement, instructs or advises a chamber music ensemble of students in a rehearsal setting only.
 - (e) **“chamber series”** means a chamber music program performed by a small ensemble of core players, playing one on a part.
 - (f) **“community outreach”** means any community-based free concert or public event in the Greater Toronto Area intended for an adult and/or mixed-age audience, whose purpose is audience development and/or to provide an accessible artistic experience for the general public or underserved/disadvantaged communities. The term **“outreach concert”** is included in this definition.
 - (g) **“core player”** means a musician engaged under the terms of the Core Orchestra General Agreement with Tafelmusik.
 - (h) **“demotion”** means a permanent move of an Artist from a principal chair to a tutti chair.
 - (i) **“double-service day”** means a day in which the Artist provides two (2) services.
 - (j) **“doubling”** means playing by the Artist of two (2) or more instruments within one (1) of the following groups of instruments:
 - baroque oboe/oboe d’amore/oboe da caccia/classical oboe/etc.
 - viola da gamba/violone/cello or violone/double bass
 - bassoon or oboe/recorder
 - violin/viola d’amore or viola/viola d’amore
 - violin/viola
 - organ/harpsichord
- The following instrument combinations are not considered to be “doubling”: various sizes of recorders (e.g. alto, soprano, sopranino).
- (k) **“dress committee”** means a committee of a minimum of three (3) core players elected by the core orchestra. The dress committee consults with management on choices of concert attire and with management is empowered to make changes to the Dress Code during the term of this Agreement, subject to the provisions of Addendum B.
 - (l) **“education activity”** means services including but not limited to masterclasses, chamber music coaching sessions, private lesson instruction, lectures, faculty chamber music performances and/or rehearsal and performance in student ensembles. See also **“artist training”**.

- (m) **“education-based tour engagement”** means that the presenter has engaged the orchestra as a whole in an educational residency solely to undertake educational activities or to undertake a combination of educational and performance activities. This would address the following scenarios: when Tafelmusik has an educational residency within a performance-based tour; when the educational residency comprises the entire engagement.
- (n) **“education committee”** means a committee of a minimum of three (3) core players elected by the core orchestra. The education committee consults with management on the creation and coordination of education materials, projects, and opportunities.
- (o) **“education concert”** means a program performed for student audiences.
- (p) **“education residency”** means an educational training project over a defined period of time, for student, pre-professional and/or professional musicians, for which the Artist is engaged by Tafelmusik as an instructor and/or performer.
- (q) **“education residency participant”** means a student, pre-professional, or professional musician who is enrolled in an education residency.
- (r) **“education tour day”** means a day on either an education-based or performance-based tour which is devoted primarily to education activities.
- (s) **“event of default”** has the meaning given to it in Article 12.1.
- (t) **“faculty chamber music performance”** means a chamber music performance by faculty members for students and the general public, for paid or free admission.
- (u) **“faculty meeting”** means a pre-scheduled meeting of all or some faculty members to discuss issues related to artist training.
- (v) **“faculty member”** means the Artist, engaged by mutual agreement, instructs students in prescribed activities, including but not limited to masterclasses, coaching, private lessons and lectures.
- (w) **“finance committee representative”** means one (1) core player elected by the core orchestra. The finance committee representative (or their designated alternate) will attend all meetings of the finance committee as constituted and scheduled by the Board of Directors.
- (x) **“free day”** means a twenty-four (24) hour period (from midnight to midnight) where the Artist is not required to perform a service, to travel, or to attend a reception or a meeting, except that, when the Artist is on tour, “free day” may constitute a period of thirty-two (32) hours between the end of one (1) service or travel and the beginning of the next service or travel, provided that the touring committee has given its prior approval.
- (y) **“fundraising event”** means a public or private concert/event for which the Artists’ services are needed for Tafelmusik’s fundraising efforts. The choice of which artists will be involved in these events is at the discretion of the Music Director. The decision as to what constitutes a fundraising event is to be made by the management, who will consult the Orchestra Committee on the nature of the event. Tafelmusik will not reclassify a regularly paid service within the subscription season to constitute a free service.
- (z) **“Greater Toronto Area”** (hereinafter “GTA and City of Hamilton”) means the City of Toronto and the regional municipalities of Durham, Halton, Peel, and York, extending from Burlington and Milton in the west, along the coast of Lake Ontario through the City of Toronto to Clarington, and bounded on the north by Caledon, King, Georgina, and Brock.

- (aa) “**hold**” means a period of time (that is a minimum of a single service) that the Artist is requested to keep available for a potential service. It is understood that Tafelmusik is actively trying to secure a service(s) for which the Artist will be engaged. It is further understood that there is no guarantee of being engaged during the hold period.
- (ab) “**in-house chamber music performance with student ensembles**” means the Artist, engaged by mutual agreement, performs a chamber music work(s) with their student/ ensemble in a concert where no admission is charged and to which the general public is not invited.
- (ac) “**Jeanne Lamon Instrument Bank committee (JLIB)**” means a committee composed of no fewer than three (3) core players elected by the core orchestra. The JLIB committee oversees the holdings of the Jeanne Lamon Instrument Bank, including but not limited to the acquisition of instruments and bows to supplement the collection, and necessary repairs to same.
- (ad) “**joint health and safety committee representative**” means one (1) core player elected by the core orchestra. The Joint Health and Safety Committee (hereinafter “JHSC”) representative will attend all meetings of the JHSC, and will act as liaison between the JHSC, management, and the orchestra.
- (ae) “**leave of absence**” means any period of time for which the artist has permission from the Music Director to be absent from Tafelmusik services.
- (af) “**lecture**” means a prepared talk on a specific topic by the Artist. The Artist will be engaged by mutual agreement.
- (ag) “**masterclass**” means that the Artist, engaged by mutual agreement, directs an education session for a group of students, pre-professional, or professional musicians in a non-rehearsal or non-concert setting.
- (ah) “**memorized concert**” means any concert in which the orchestra performs two-thirds or more of the total minutes of the concert’s music from memory.
- (ai) “**mixed-service day**” means a tour day that includes one (1) recording session in addition to a rehearsal, a promotional event, a photo session, or any travel.
- (aj) “**orchestra board representative**” means a core player elected by the Personnel Committee to attend all Board of Director meetings who represents the interests of the core orchestra. The representative is a non-voting member of the Board.
- (ak) “**orchestra committee**” means a committee of three (3) core musicians elected by the core orchestra. The orchestra committee chair performs or assigns the duties of orchestra steward. The committee assists the TMA in the negotiation and ongoing administration of this Agreement on behalf of the players and acts as primary liaison between Tafelmusik and the players as required.
- (al) “**participant**” means a student, pre-professional, or professional musician who is enrolled in an artist training program.
- (am) “**patch session**” means a recording session following a recorded live performance or other recording activity where a re-take(s) of recently recorded material is required.
- (an) “**per diem**” means the amount payable to the Artist for each tour day for meals and miscellaneous items but excludes accommodation and travel.

- (ao) “**performance-based tour engagement**” means that the presenter has engaged the orchestra primarily to perform a concert. On a performance-based tour, there may be occasional requests for individual Artists to do education activities and masterclasses, which will be compensated separately.
- (ap) “**personnel committee**” means a committee consisting of all core players who have successfully completed the Initial Two-Season Period as outlined in Article 8.3. The chair of the orchestra committee is chair of the personnel committee.
- (aq) “**principal chair**” means one (1) oboe, one (1) bassoon, one (1) keyboard player, one (1) second violin, one (1) viola, one (1) cello, and one (1) double bass appointed by the Music Director on a project-by-project basis; and one (1) first violin when acting as concertmaster and appointed by the Music Director as needed. For purposes of the Toronto season, it is understood that leadership roles will be shared amongst the core players. Principal chair designations will apply for all third-party engagements except Opera Atelier; see Side Letter No. 5.
- (ar) “**private lesson**” means that the Artist instructs a student on a one-on-one basis. The Artist will be engaged by mutual agreement.
- (as) “**private lesson – additional**” means a private lesson given by an Artist for which the student pays. The Artist will be engaged by mutual agreement.
- (at) “**project**” is either a series of concerts in Toronto, a tour of more than three (3) days, a recording or an education residency of more than three (3) days. A recording made on tour is considered part of that tour and is not considered a separate project. A tour which lasts more than seventeen (17) days, is considered two (2) projects. Education concerts, outreach concerts and runouts tied to existing projects and are not considered as separate projects.
- (au) “**promotional event**” means an event that is promoting ticket sales, recording sales, or tour bookings. Such events include auditions, showcases, and other performances for which Tafelmusik receives no fee. The choice of which Artists will be involved in these events is at the discretion of the Music Director. The decision as to what constitutes a promotional event is to be made by the management, who will consult the orchestra committee on the nature of the event. Tafelmusik will not reclassify a regularly paid service within the subscription season to constitute a free service.
- (av) “**runout**” means a concert given outside the GTA and City of Hamilton for which overnight accommodation is not required as travel arrangements have been made by Tafelmusik to bring the Artist back to Toronto by 1:00 a.m. (weather permitting) on the night of the concert.
- (aw) “**season**” means the period from July 1 of one year to June 30 of the following year.
- (ax) “**season schedule**” means the orchestra’s schedule of services for any given season.
- (ay) “**sectional coaching**” means that the Artist, engaged by mutual agreement, instructs students on like instruments (e.g. violins) in a rehearsal setting.
- (az) “**service**” means any one (1) of a rehearsal, a concert (including a warm-up immediately preceding the concert), a tour day, or a recording session which the Artist is required to attend.
- (ba) “**shared masterclass**” means that two (2) or more Artists, engaged by mutual agreement, direct an education session together for a group of students, pre-professional, or professional musicians in a non-rehearsal or non-concert setting.

- (bb) **“subbing”** or **“subbing out”** means a request by the Artist to be excused from a Tafelmusik or third-party project for which they have been formally booked, subject to the Music Director’s written approval. The Artist’s duties under this Agreement may be delegated by the Music Director to a substitute musician.
- (bc) **“Tafelmusik subscription series”** means the concerts produced by Tafelmusik for its regular home series in Toronto, as advertised in its subscription brochure. These concerts are held at venues including but not limited to Trinity St. Paul’s Centre, the George Weston Recital Hall, Koerner Hall, and occasionally at Massey Hall. This definition does not include concerts presented by third-party engagers such as Opera Atelier and the Royal Ontario Museum, nor does it include outreach, education and run-out concerts.
- (bd) **“Toronto season”** means eight to ten (8-10) mainstage performances, plus *Messiah*, that form part of Tafelmusik’s subscription package(s). This includes run-out performances of mainstage programs, but not third-party engagements or chamber music unless integral to the subscription package(s).
- (be) **“tour concert”** means a concert which requires sleeping accommodation for the Artist, more particularly described in the season schedule.
- (bf) **“tour day”** is any twenty-four (24) hour period when the Artist is on tour. It is deemed to begin one (1) hour before the scheduled time of assembly, and to end one (1) hour after the return of the airplane (or other carrier) to Toronto. For the purposes of remuneration, the tour day can be divided into two (2) twelve (12)-hour periods.
- (bg) **“touring committee”** means a committee of a minimum of three (3) core players elected by the core orchestra. The touring committee consults with the Director of Artistic Administration and Operations or their designate on the planning of tours and activities on tour as detailed in Articles 1.1 (x), 4.2, 4.3, and 4.6 of this Agreement.
- (bh) **“tour residency”** means that the orchestra is resident in one (1) location outside of the GTA and City of Hamilton over a defined period of time, for which the Artist is engaged by Tafelmusik for rehearsals and/or concerts.
- (bi) **“warm-up”** means a rehearsal of one (1) hour or less immediately preceding a concert.

1.2 Headings, etc.

The headings of the articles of this Agreement are for ease of reference only and will not be used to interpret the contents of this Agreement. The term “article” as used in this Agreement refers only to the articles of this Agreement.

2.0 PERFORMANCE OF SERVICES

2.1 Provision of Services

- (a) *Professional Services*
In return for the remuneration and other fees paid to the Artist in accordance with this Agreement, the Artist agrees to provide services and otherwise perform their obligations under this Agreement in a professional manner.
- (b) *Free Days*
Tafelmusik will schedule at least two (2) free days within any fourteen- (14) day work period for the Artist.

- (c) *Double-service Days*
Tafelmusik will not schedule more than four (4) consecutive double-service days for the Artist.
- (d) *Education Services on Free Days and/or Double-Service Days*
Education services including but not limited to masterclasses, chamber music coachings, private lesson coachings, and lectures are booked by mutual agreement of Tafelmusik and the Artist and are therefore not subject to the remuneration provisions of 2.1 (e). At the time of the offer, Tafelmusik will notify the Artist(s) involved in these engagement(s) of any exceptions as defined in Articles 2.1 (b) or 2.1 (c). These exceptions will not be considered an infringement of Articles 2.1 (b) and (c).
- (e) *Allowed Exceptions to Free Days and/or Double Service Days*
Tafelmusik may make a total of three (3) exceptions per season to Article 2.1 (b) and/or 2.1 (c). It is agreed that no three (3) exceptions can be allocated to a single project. Best efforts will be made to distribute the exceptions reasonably. Tafelmusik may make one (1) further exception per season to Article 2.1 (c) in accordance with this article. Once per season, Tafelmusik may designate a twenty-four (24) hour period while on tour as a free day, in accordance with Article 2.1 (b). Further exceptions are allowed in accordance with Articles 2.1 (d) and 2.2 (m). Tafelmusik will notify the Orchestra Committee of all known exceptions by July 26 of each calendar year.
- (f) *Additional Exceptions to Free Days and/or Double Service Days*
For proposed exceptions in excess of those noted in Article 2.1 (e):
 - (i) Tafelmusik will make a request for an exception(s) to the Orchestra Committee in a full and timely manner as new engagements arise or new scheduling arrangements are made.
 - (ii) The Orchestra Committee will contact all core players to whom the exception(s) would apply and conduct a vote to approve the request.
 - (iii) The Orchestra Committee will notify the Executive Director and Director of Artistic Administration and Operations within seventy-two (72) hours of the request whether, by a simple majority vote, the request has been approved.
 - (iv) If the exception(s) is approved, Tafelmusik will pay the Artist in accordance an amount equal to the tour daily fee set forth in Article 4.1 (a). No additional per diem will be paid to the Artist in the case of a tour.
- (g) *Additional Exceptions Caused by Third-Party Requests or Demands*
If an additional exception(s) is required due to special third-party requests or demands:
 - (i) Tafelmusik may request an additional exception to Article 2.1 (e), for which there will be no additional compensation equal to the tour daily fee set forth in Article 4.1 (a) due to special circumstances beyond Tafelmusik's control.
 - (ii) The Orchestra Committee will contact all core players to whom the exception(s) would apply and conduct a vote to approve: (a) the request for the additional exception, and (b) that there would be no additional compensation to the Artist(s).
 - (iii) The Orchestra Committee will notify the Executive Director and Director of Artistic Administration and Operations within seventy-two (72) hours of the request whether, by a simple majority vote, the requests have been approved.

2.2 Additional Responsibilities of the Artist

The Artist will have the following professional responsibilities to Tafelmusik in addition to any other such responsibilities included in this Agreement:

- (a) To be fully prepared to rehearse and to perform at appointed times and for the necessary duration. Musicians will make best efforts to be in Toronto prior to the first day of any project to assure their timely attendance at the first scheduled service.

- (b) To cooperate with Tafelmusik in respect to Tafelmusik's publicity efforts. However, the Artist agrees that all publicity relating in any way to Tafelmusik will at all times be under Tafelmusik's exclusive control, and the Artist will not communicate with the media about Tafelmusik except with the prior approval of Tafelmusik. The Artist will not use Tafelmusik's name for their own personal purposes in non-Tafelmusik engagements except with Tafelmusik's prior written consent. However, the Artist may refer to their participation in the Tafelmusik Baroque Orchestra for purposes of biographical material.
- (c) To provide biographical information to Tafelmusik to be included in advertising and programs.
- (d) To supply the instrument(s) that they require to perform their services hereunder, with the exception of keyboard. The Artist will have sole and absolute responsibility for their instrument(s) and the Artist hereby releases Tafelmusik from any and all liability of any kind whatsoever in respect of damage to or theft of the Artist's instrument(s).
- (e) To be on stage properly prepared for the tuning procedure five (5) minutes before the scheduled start of each rehearsal and concert, and to be onsite thirty (30) minutes before the scheduled start of a performance.
- (f) To attend all meetings of the Personnel Committee as directed. Out-of-pocket expenses will be reimbursed as per Article 3.2 (n).
- (g) To make best efforts to attend, on a voluntary basis, three (3) to four (4) meetings per season with the core orchestra and Tafelmusik staff members. Out-of-pocket expenses will be reimbursed as per Article 3.2 (n).
- (h) To perform, subject to Articles 7.4, 8.4, 12.2, and 12.3, at no extra remuneration, at five (5) promotional, fundraising, and/or outreach service(s) per season, as defined by the Executive Director and Director of Artistic Administration and Operations in consultation with the Music Director. The Artist recognizes the importance of these services and the value of the appearance of the full core orchestra at these services. The Artist also understands that replacement by a substitute may not fulfil this goal.
- (i) If the Artist subs out of a promotional, fundraising and/or outreach service and is not replaced by a substitute, Tafelmusik may reassign the Artist's promotional, fundraising and/or outreach service at no extra remuneration within the same season.
- (j) An Artist's request to sub out of the promotional, fundraising and/or outreach services as outlined in Articles 2.2 (h) must be made in writing to the attention of the Music Director and Director of Artistic Administration and Operations at least three (3) months prior to the commencement of the service, or within ten (10) days of being notified of the service if such notification is received less than three (3) months in advance of the service. Tafelmusik will respond in writing within one (1) month of receipt of such written request, but no later than ten (10) days before a scheduled service. Permission is at the sole discretion of the Music Director in consultation with the Director of Artistic Administration and Operations, and will not be unreasonably withheld, but will depend largely on the availability of a suitable substitute.
- (k) To attend, subject to Articles 7.4, 8.4, 12.2 and 12.3, at no extra remuneration, one (1) photography service per season. The Artist recognizes the value for promotional purposes of a complete core orchestra image, updated annually. The Artist also recognizes that replacement by a substitute does not fulfill that goal. Management will make best efforts to schedule the annual photography service close to a project or services involving the full core orchestra.

- (l) An Artist's request to sub out of the annual photography service outlined in Article 2.2 (k) must be made in writing to the Music Director and Director of Artistic Administration and Operations at least three (3) months prior to the scheduled photography session, or within ten (10) days of being notified of the session if such notification is received less than three (3) months prior to the photography service. Tafelmusik will respond in writing within one (1) month of receipt of such written request. Permission is at the discretion of the Music Director and will not be unreasonably withheld.
- (m) If necessary, the scheduling of the photography service will not be considered an infringement of Articles 2.1 (b) and (c).

Should an additional photography service be required that is not an existing service, the Artist will be paid at the Tafelmusik rehearsal rate, in accordance with Articles 2.3 (a) and 3.2 (a).

- (n) The Artist may also be requested to perform at additional promotional, fundraising and/or outreach services provided that the Artist is given thirty (30) days' notice of the time and location of such events. The Artist will be compensated for their performance at such events based on current Tafelmusik scale.
- (o) To respond in writing within seventy-two (72) hours to all availability checks requested by Tafelmusik for any proposed services additional to the season schedule, or any changes to that schedule in accordance with Article 8.4. Subsequent to the Artists' responses, Tafelmusik will communicate its intention to confirm, hold or release the service(s). If an Artist has consistently missed deadlines for reply in any given season, the Orchestra Committee Chair will be asked to speak to the Artist to establish future compliance.
- (p) To possess a valid passport with no less than six (6) months' remaining validity.
- (q) If the Artist is neither a Canadian citizen nor a permanent resident, commencement of the Artist's Contract will be contingent upon obtaining and maintaining appropriate work permits required by Canadian law, subject to the procedures and processing timelines set out by the Government of Canada. The Artist acknowledges that work permits may not be renewed on an ongoing and indefinite basis, and the Government of Canada may require permanent residency. Should the Artist be required to secure Permanent Resident status, Tafelmusik may request proof of application and/or approved status to ensure compliance with the Government of Canada, and for the Artist to maintain their position as a core player. It is the responsibility of the Artist to submit all necessary and appropriate documents sufficiently in advance of published deadlines to ensure timely issue of the required permits and/or visas. Tafelmusik will provide the Artist with the necessary forms and supporting documentation in a timely manner.

2.3 Rehearsals and Concerts

- (a) *Duration*
With the exception of warm-ups and patch sessions for live recordings, if an Artist is called for one (1) rehearsal service a day, the minimum rehearsal call will be two-and-a-half (2.5) hours. If an Artist is called for two (2) services a day, the Artist's minimum total call will be five (5) hours. The Artist's maximum total daily call will be six (6) hours. Tafelmusik will not schedule more than two (2) services per day, and there will be at least a one (1) hour unpaid rest period between services.
- (b) *Breaks*
There will be a break of ten (10) minutes per hour of rehearsal as the score may permit, but such breaks may be staggered by section. Consistent with the terms of this Article, breaks will be scheduled by the Director for the service, in consultation with the Steward or their designate.

- (c) *Concert Call*
A standard concert is three (3) hours. When the Artist is engaged to perform a concert with a call of more than three (3) hours, the extra portion will be paid on a pro-rata basis in thirty (30) minute segments. The call may be extended beyond three (3) hours, provided the Artist receives no less than twenty-four (24) hours' notice.
- (d) *Overtime*
Any rehearsal or performance that is continued beyond the scheduled or contracted time without the appropriate notice is to be paid for at the overtime rate of one hundred and fifty (150) percent of the Artist's applicable fee, pro-rated in fifteen (15) minute segments.
- (e) *Sectional Rehearsals*
If an Artist is called for a sectional rehearsal, a minimum call of one (1) hour will apply if the sectional rehearsal is booked contiguously with another scheduled service. A sectional rehearsal may be called as an integral part of a regularly scheduled rehearsal service with an appropriate break provided, as outlined in Article 2.3 (b).

2.4 Scheduling and Locations of Rehearsals and Concerts

- (a) *Trinity-St. Paul's Centre*
Concerts and rehearsals will be held at Trinity-St. Paul's Centre, 427 Bloor Street West, Toronto, Ontario, except as otherwise specified in the season schedule. If the concert or rehearsal is held within the GTA and City of Hamilton, the Artist will be responsible for their own transportation with their instrument, with the exception of keyboard.
- (b) *Change of Rehearsal and Concert Dates*
Tafelmusik will have the right to change the dates of the rehearsals and concerts set forth in the season schedule without paying additional compensation, as long as it has provided at least three (3) weeks' notice of any such change to the Artist and the change does not conflict with the Artist's non-Tafelmusik engagements. The Artist will respond to any availability check within seventy-two (72) hours as outlined in Articles 2.2(o) and 8.4.
- (c) *Four-week Holiday*
Despite any other clause in this Agreement, Tafelmusik will not require the services of the Artist during a period of four (4) consecutive weeks between July 1 and August 31. Tafelmusik will notify the Artist of the exact dates of this four (4) week period prior to March 1.
- (d) *Tafelmusik Subscription Series Service Cancellation*
Subject to Article 11 or impending bankruptcy proceedings, should Tafelmusik cancel any Tafelmusik performances that are listed on the Tafelmusik Toronto subscription brochure with less than ninety (90) days' notice prior to the first service of the project, the Artist will be entitled to full compensation for any such cancelled service(s). Subject to the provisions of Article 2.4 (b), Tafelmusik reserves the right to substitute programs. This clause does not apply to third-party engagements such as those of Opera Atelier.
- (e) *Tafelmusik Education Service Cancellation*
Subject to Article 11 or impending bankruptcy proceedings, should Tafelmusik cancel any Tafelmusik education services with less than thirty (30) days' notice prior to the first service of the project(s), the Artist will be entitled to full compensation for any such cancelled service(s). Subject to the provisions of Article 2.4 (b), Tafelmusik reserves the right to substitute programs. A change in rehearsal time does not constitute a cancellation. This clause does not apply to third-party engagements such as those of Opera Atelier.

- (f) *Non-Tour, Non-Recording Hold Cancellation*
Should Tafelmusik fail to release a hold(s) with a minimum thirty (30) day notice period and the Orchestra Committee has not approved permission for additional time, the Artist will be entitled to full compensation for any such service(s).

It is understood that Tafelmusik is actively trying to secure a service(s) for which the Artist will be engaged. It is also understood that with third parties involved, Tafelmusik is not the sole decision-maker and delays may occur in confirming engagements.

Should Tafelmusik require additional time to secure an engagement past the thirty (30) day notice period and the corresponding date(s) remain on hold:

- (i) Tafelmusik will make a request to the Orchestra Committee for approval of a specified period of additional time required to secure the engagement.
- (ii) If such request is approved, Tafelmusik will not be required to compensate the Artist if this specific engagement is not secured and the hold is released.
- (iii) For cancellation of tour holds, see Article 4.4 (a); for cancellation of recording holds see Article 5.2 (c).

2.5 Runouts and Outreach Concerts

- (a) Subject to Article 12.3, Tafelmusik may require the Artist to perform runouts and outreach concerts, provided that the Artist is given thirty (30) days' prior notice of the time and location of such concerts.
- (b) For runouts, Tafelmusik will make all travel arrangements at its cost. If the Artist changes any of the travel arrangements, any resulting cost will be the responsibility of the Artist. The Artist will be compensated for their performance at such events based on the terms and conditions of Article 3.0, as applicable. If the travel time exceeds two (2) hours each way, the Artist will be additionally compensated an hour travel allowance as follows:

2.5 (b) Rate	24/25	25/26 +2.0%	26/27 +2.0%
Travel allowance	\$20.00	\$20.00	\$21.00

- (c) For outreach concerts, the call will be a maximum of three (3) hours, which can include a one (1) hour rehearsal. The Artist will be compensated for their performance at such events based on current Tafelmusik concert fees. The Artist will make their own transportation arrangements provided that the outreach concert venue is accessible by TTC.
- (d) *Tafelmusik Outreach and Run-out Service Cancellation*
Subject to Article 11 or impending bankruptcy proceedings, should Tafelmusik cancel any Tafelmusik outreach or runout services with less than thirty (30) days' notice prior to the first service of the project(s), the Artist will be entitled to full compensation for any such cancelled service(s). Subject to the provisions of Article 2.4 (b), Tafelmusik reserves the right to substitute programs. A change in rehearsal time does not constitute a cancellation. This clause does not apply to third-party engagements such as those of Opera Atelier.

2.6 Dress Code

The Artist will adhere to the Tafelmusik Dress code as described in Addendum B.

3.0 REMUNERATION

3.1 Total Season Fee Remuneration

For each season during the term of this Agreement, Tafelmusik will pay the Artist a total season fee as follows, to be paid in twenty (20) semi-monthly installments, in Canadian dollars, beginning on August 31 and ending on June 15 of the season in question.

The Total Season Fee is full remuneration for all services associated with eight to ten (8-10) Toronto season programs, including related runouts; one (1) Handel *Messiah*; additional orchestral and chamber music performances that may arise as part of the Toronto season; one (1) family concert; three (3) education concerts in the GTA and Hamilton; internal marketing/fundraising activities related to patron and/or donor stewardship; an Artist Training Guarantee, which shall include the Tafelmusik Baroque Summer Institute; and an Electronic Media Guarantee.

In no event shall the number of services exceed one hundred and sixty (160), exclusive of third-party engagements as described in Articles 3.0, 4.0, and 5.0.

3.1 Rates	24/25	25/26	26/27
Total Season Fee	+5.0% \$51,597.00	+4.0% \$53,660.00	+3.0% \$55,270.00
Artist Training Guarantee (included)	\$2,000.00	\$1,000.00	\$0.00
Electronic Media Guarantee (included)	\$4,000.00	\$4,150.00	\$4,275.00

3.2 Per-Service Remuneration

Per-service remuneration will apply to third-party engagements and to tour/recording rehearsals as described in Articles 4.0 and 5.0 but will exclude Toronto Season runouts set out in Article 3.1. For Opera Atelier rates, see Side Letter No. 5.

(a) *Tafelmusik Rate*

Tafelmusik will pay the Artist at the Tafelmusik Rate as follows:

3.2 (a) Rate	24/25	25/26	26/27
	+10% + 3%	+2.0%	+2.0%
Rehearsal rate	\$93.00	\$95.00	\$97.00
Warm-up rate	\$93.00	\$95.00	\$97.00
Concert rate	\$372.50	\$380.00	\$387.50

(b) *Principal Chair Rate*

Tafelmusik will pay any Artist designated as Principal at the Principal Chair Rate as follows:

3.2 (b) Rate	24/25	25/26	26/27
	+10% + 3%	+2.0%	+2.0%
Rehearsal rate	\$106.25	\$108.25	\$110.50
Warm-up rate	\$106.25	\$108.25	\$110.50
Concert rate	\$425.25	\$433.75	\$442.50

(c) *Concertmaster Rate*

Tafelmusik will pay any Artist designated as Concertmaster at the Concertmaster Rate as follows:

3.2 (c) Rate	24/25 +10% + 3%	25/26 +2.0%	26/27 +2.0%
Rehearsal rate	\$139.25	\$142.00	\$145.00
Warm-up rate	\$139.25	\$142.00	\$145.00
Concert rate	\$555.50	\$566.50	\$577.75

(d) *Leader Rate*

If an Artist is engaged to direct an entire concert where the Music Director, Choir Director, or other guest conductor is not engaged, Tafelmusik will pay the Artist a top-up on their total season fee remuneration as set out in Article 3.1.

(e) *Other Remuneration*

The remuneration set out in Article 3.0 does not cover services performed by the Artist on tour or in recording sessions, for which the Artist will be paid the amounts set out in Articles 4.0 and 5.0, respectively.

(f) *Doubling and Tripling Fees*

If the Artist is required to double on one (1) or more instruments, Tafelmusik will pay the Artist, in addition to the remuneration as set out in Article 3.0, an amount equal to twenty-five percent (25%) of the applicable rate for each additional instrument played for every service pertaining to the project for which doubling is required, except when the Artist is using one (1) instrument for a concerto. In the case of a concerto, the greater of the applicable solo or doubling fee will be paid to the Artist.

(g) *Solo Fees*

If the Artist performs a significant solo, a solo fee will be paid. If the Artist performs one (1) movement of a significant solo, fifty percent (50%) of the applicable solo rate will be paid. If the movement exceeds five (5) minutes in length, the Artist will be paid the full applicable solo rate. It is acknowledged that in very exceptional circumstances, the Artist and Tafelmusik may negotiate a higher fee at Tafelmusik's sole discretion. Repertoire which constitutes a significant solo, and eligible player(s), are at the sole discretion of the Music Director.

For the first performance of a significant solo, Tafelmusik will pay the Artist at the applicable solo rate as follows. For each subsequent performance of the significant solo within a single season, including Toronto Season performances, associated runouts, and tour performances, the Artist will be paid fifty percent (50%) of the applicable solo rate. The performance count is continuous for the duration of the season in question.

Solo fees will not be paid for memorized concerts other than in exceptional circumstances, as determined by the Music Director. For example, if the Artist performs an entire significant solo as part of a memorized program, both the memorization fee and the solo fee rates will apply.

Solo Fees

Per solo player
+50% for each subsequent performance

3.2 (g) Rate	24/25	25/26 +2.0%	26/27 +2.0%
Solo	\$500.00	\$510.00	\$520.00
Double	\$250.00	\$255.00	\$260.00
Triple	\$165.00	\$168.00	\$171.50
Quad	\$125.00	\$127.50	\$130.00

- (h) **Chamber Music Rate**
 If a Toronto season concert involves nine (9) or fewer players and is performed without a conductor, it shall be deemed a chamber music concert, and all players shall be paid as follows. During the term of this Agreement, any new chamber concert in the Toronto season, as defined in Article 1.1 (bd), would be considered part of the total season fee remuneration as per Article 3.1.

3.2 (h) Rate	24/25 +10% + 3%	25/26 +2.0%	26/27 +2.0%
Rehearsal rate	\$106.25	\$108.25	\$110.50
Warm-up rate	\$106.25	\$108.25	\$110.50
Concert rate	\$425.25	\$433.75	\$442.50

- (i) **Memorized Concerts**
 For each performance of a memorized program, Tafelmusik will pay the Artist who performs from memory a premium of fifteen percent (15%) above the remuneration as set out in Article 3.0. The decision for the orchestra to memorize a program will be made in consultation with the Personnel Committee and will include discussion of the scope, approximate length and draft musical content of the program as well as the program's proximity to other memorized programs. Best efforts will be made to ensure at least two (2) months between different memorized programs and to ensure a run of no fewer than three (3) performances of each program. If the Artist chooses not to perform in a memorized program, this will not count toward the twenty percent (20%) sub-out quota specified in Article 7.4. Tafelmusik will not schedule more than one (1) new memorized program per season. A memorized program that has not been performed for eighteen (18) months or more shall be deemed a new program, but will not be subject to the consultation with the Personnel Committee outlined above, which is reserved for the first time a program is memorized.

Rates for memorization of less than two-thirds (2/3) of the total minutes of the concert's music will be negotiated with the Orchestra Committee and require a sixty percent (60%) majority vote of the Personnel Committee.

If the Artist, of their own accord, chooses to memorize a solo or significant solo, no additional premium will be paid.

- (j) **Onstage Performances in a Staged Opera**
 If the Artist performs onstage in a staged opera performance, Tafelmusik will negotiate a rate with the Orchestra Committee based on factors including, but not limited to, costume and makeup requirements, memorization, and number of calls. This Article does not apply to opera in concert.
- (k) **Education Concerts**
 For education concert remuneration, see Article 3.1.
- (l) **In-School Visits**
 Tafelmusik will schedule in-school visits with an individual Artist, and the Artist will be paid at the Tafelmusik concert rate set out in Article 3.2 (a). A preparatory rehearsal may be called, when required, with the approval of the Director of Artistic Administration and Operations. Such rehearsal will be paid at the appropriate Tafelmusik rehearsal rate set out in Article 3.2 (a), one- (1) hour minimum call. A preparatory rehearsal can be scheduled within the three- (3) hour call when only one (1) in-school visit has been scheduled. Tafelmusik may schedule up to two (2) in-school visits per three- (3) hour call.
- (m) **Artist Training**
 Remuneration for Artist Training will be paid at the rates set out in Article 3.1 and Addendum A.

- (n) **Reimbursements**
Tafelmusik will reimburse the Artist for parking and professional childcare expenses paid to a third-party babysitter for services such as unpaid promotional, fundraising, outreach, and/or photography services, orchestra/staff meetings, Board meetings, and Finance Committee meetings as outlined in Article 2.2 (h), (k) and (n). Childcare reimbursement will not exceed \$20.00 per hour for a child younger than the age of sixteen (16), with the maximum time being the duration of the meeting plus a maximum of one (1) hour travelling time. For a parent with more than one (1) child, the reimbursement is not to exceed \$24.00 per hour for children younger than the age of sixteen (16). The Artist must submit childcare and parking receipts for reimbursement to Tafelmusik.
- (o) **Steward Fees**
Tafelmusik will pay the Orchestra Committee for its steward duties at a rate of ten percent (10%) of the Tafelmusik rate outlined in Articles 3.2 and 4.1, and ten percent (10%) on a standard semi-monthly installment of the total season fee set out in Article 3.1, for all performance-related services for the season. There will be no steward fee for non-performance activities or for chamber music performances not included in the Tafelmusik season.

During the term of this Agreement, payment of steward fees will be made at the conclusion of each season and divided accordingly: for each season in which no negotiation of the Agreement takes place, twenty percent (20%) of the total steward fees will be divided equally among the members of the Committee and paid out; the remaining eighty percent (80%) will be accrued; for any season in which a full negotiation of the Agreement occurs, the full steward fees for that season, plus all fees accrued from previous non-negotiation seasons, will be divided equally among the members of the Committee and paid out.

3.3 Chamber Series Remuneration

Tafelmusik will pay the Artist for third-party chamber series rehearsals at two (2) units of the Tafelmusik concert rate as described in Article 3.2 (a). Each subsequent concert will be paid at one (1) unit of the Tafelmusik concert rate as follows:

3.3 Rate	24/25 +10% + 3%	25/26 +2.0%	26/27 +2.0%
Concert rate	\$372.50	\$380.00	\$387.50

3.4 Statutory and Special Holidays

Tafelmusik will make best efforts not to schedule rehearsals or performances on New Year's Day, Ontario Family Day, Good Friday, Easter Sunday, one (1) of the two (2) evenings of Passover, one (1) of the two (2) evenings of Rosh Hashanah, Yom Kippur, Christmas Day, and Boxing Day. In the eventuality that the Artist's services are required on any legal statutory public holiday, as defined in any current year by the Province of Ontario and/or the Government of Canada, the rate will be one-and-a-half (1.5) times the regular rates outlined in Articles 3.0 and 4.0.

Should Ontario Family Day or Victoria Day fall within a tour period, the Artist will be paid at the regular rates in accordance with Article 4.1 (a). In the eventuality that the Artist's services are required on Easter Sunday, one (1) of the first two (2) evenings of Passover, one (1) of the two (2) evenings of Rosh Hashanah and/or Yom Kippur, any individual Artist who chooses to celebrate these specific occasions will be excused with pay. Concessions may be made upon request and are subject to the mutual agreement of Tafelmusik and the Orchestra Committee, on behalf of the core orchestra.

3.5 Pension Contribution

Except for fees governed by other AFM agreements, Tafelmusik will contribute to the Musicians' Pension Fund of Canada on behalf of the Artist at the following rates based upon the Artist's services in Toronto. For non-core musician rates, see Side Letter No. 1.

3.5 Rate	24/25	25/26	26/27
	+1%	+1%	+1%
Pension contribution	12%	13%	14%

4.0 TOURS

(a) *Tour Planning*

To address the challenge of meeting presenters' varying needs and schedules, Tafelmusik's Touring Committee, Executive Director, and Director of Artistic Administration and Operations or their designates will meet to review the schedule and details for a specific upcoming tour or education residency. Management will make best efforts to organize the Touring Committee meeting at least sixty (60) days prior to the first day of the tour. After consultation, the final decision for the itinerary rests with Management in full recognition that the engagement of the Artist for individual education activities is by mutual agreement.

(b) *Visa and Permit Documentation*

For all tours outside Canada, Tafelmusik will arrange and pay for any tour-related visas and/or other permits required by the country or countries visited on the tour, subject to the procedures of the country or countries being visited. The Artist may be required to provide further necessary documentation to the appropriate foreign consulate or embassy in person, in accordance with the processing timelines set out by the foreign government and communicated to the Artist by Tafelmusik.

4.1 Tour Remuneration

(a) *Daily Remuneration*

For each tour day as defined in Article 1.1 (bf), Tafelmusik will pay the Artist a daily fee according to the schedule below, plus the appropriate per diem, whether it is a travel, rehearsal, concert, or rest day, except that if a tour day includes a filming/recording session, Tafelmusik will pay in accordance with the appropriate AFM agreement instead of the daily fee.

4.1 (a) Daily Remuneration	24/25	25/26	26/27
	+\$2.00	+\$2.00	+\$2.00
Daily fee	\$307.00	\$309.00	\$311.00

(b) *Mixed Service Day Remuneration*

Tafelmusik will pay the Artist for one (1) filming/recording session, plus a one-half (0.5) daily fee, plus the appropriate per diem, for each mixed service day:

4.1 (b) Mixed Service Day	24/25	25/26	26/27
Daily fee	\$153.00	\$154.00	\$155.00

(c) *Per Diems*

Tafelmusik will pay the Artist the following per day, in Canadian dollars, at least three (3) business days before the tour departure date:

4.1 (c) Per Diem	24/25 + various %	25/26 +2.0%	26/27 +2.0%
Canada	\$90.00	\$92.00	\$94.00
United States	\$105.00	\$107.00	\$109.00
Seoul	\$120.00	\$122.00	\$124.00
Other Korea	\$79.00	\$81.00	\$83.00
Europe	*	*	*
Australia	*	*	*
New Zealand	*	*	*
China	*	*	*
Other Asia	*	*	*

For tours or extended tour residencies where meals are provided (e.g. hotel breakfasts, concert-day dinners, etc.), or for tour locations not listed above, Tafelmusik will meet with the Orchestra Committee to negotiate an appropriate per diem.

* Per diem rates will be no lower than \$79.00 and will be negotiated with the Orchestra Committee on an as-needed basis, based on the cost of living of the country or countries in question.

(d) *Doubling and Tripling Rates on Tour*

If the Artist is required to double on one (1) or more instruments, Tafelmusik will pay the Artist, in addition to the rates set out in Article 4.1, an amount equal to twenty-five percent (25%) of the applicable concert rate set out in Article 3.2 for each additional instrument played for each concert performed in which doubling is required. When the Artist is using one (1) instrument for a significant solo, the greater of the applicable solo or doubling fee will be paid to the Artist.

(e) *Leaders on Tour*

In accordance with Article 4.1 (a), if the Artist is directing the orchestra on tour, Tafelmusik will pay the Artist a daily fee according to the schedule below, plus the appropriate per diem, whether it is a travel, concert, rehearsal, or rest day, except that if a tour day includes a filming/recording session, Tafelmusik will pay in accordance with the appropriate AFM agreement instead of the daily fee.

4.1 (e) Leaders on Tour	24/25 +\$2.00	25/26 +\$2.00	26/27 +\$2.00
Daily fee	\$612.00	\$614.00	\$616.00

(f) *Memorized Concerts on Tour*

For each performance on tour of an existing memorized program, subject to Article 3.2 (n), Tafelmusik will pay the Artist who performs from memory a premium of fifteen percent (15%) above the Artist's tour daily fee for each concert day on tour.

The premium for memorization of less than two-thirds of the total minutes of the tour concert program will be based on the premium agreed upon between Tafelmusik and the Orchestra Committee as outlined in Article 3.2 (n). If the Artist, of their own accord, chooses to memorize a solo or significant solo on tour, no premium will be paid.

- (c) *Reimbursement*
Tafelmusik will reimburse the Artist for transportation to and from Pearson International Airport in Toronto on the basis that three (3) people pool taxis at a reasonable distance and that receipts are submitted.
- (d) *Inner-City Transportation on Tour*
While on tour, the Artist will be reimbursed for inner-city transportation costs related to:
- (i) Airport buses (or equivalent)
 - (ii) Taxis only under special circumstances (e.g. cello, violone)
 - (iii) Buses and subways within a foreign city at the discretion of the Tour Manager, and/or
 - (iv) Taxis to and from concerts when absolutely necessary and when shared by several people
- (e) *Travel Insurance*
Tafelmusik will provide the Artist with travel insurance on tour.
- (f) *Overnight Rest*
Tafelmusik shall make best efforts to ensure a twelve- (12) hour overnight rest period between the Artist's arrival at the hotel following the last service or the completion of travel, and the beginning of the Artist's first performing service on the following day. Tafelmusik shall make best efforts, subject to external factors such as flight schedules, to ensure a ten- (10) hour overnight rest period between the Artist's arrival at the hotel following the last service or the completion of travel, and the Artist's travel call on the following day.
- (g) *Transportation of Cellos*
Tafelmusik will provide an airline seat for each cello corresponding with the travel arrangements made for the cellists, subject to the decisions of the air carrier, airport authority, or other government authorities.
- (h) *Ground Transportation of Cellos and Double Bass*
Tafelmusik will provide other professional ground transportation for the cellos and double bass should the size of aircraft or air carrier regulations preclude carriage as outlined in Article 4.3 (g).

4.4 Tour Changes and Cancellations

- (a) *Tour Cancellation*
If a scheduled tour must be cancelled by Tafelmusik (including any holds attached to that tour), Tafelmusik will notify the Artist at least ninety (90) days before the tour departure date, in which case Tafelmusik will have no obligation to compensate the Artist. If Tafelmusik gives the Artist such notice of cancellation less than ninety (90) days before the tour departure date, Tafelmusik will pay the Artist an amount equal to fifty percent (50%) percent of the specified tour remuneration as outlined in Article 4.1.

Should Tafelmusik fail to release the hold(s) with a minimum of ninety (90) days' notice and the Orchestra Committee has not approved a request for additional time to secure the tour engagements, the Artist will be entitled to an amount equal to fifty percent (50%) of the specified tour remuneration as outlined in Article 4.1.

It is understood that Tafelmusik is actively trying to secure services for which the Artist will be engaged. It is also understood that with third parties involved, Tafelmusik is not the sole decision-maker and delays may occur in confirming engagements.

Should Tafelmusik require additional time to secure tour engagement(s) past the ninety- (90) day notice period and the corresponding date(s) remain on hold:

- (i) Tafelmusik will make a request to the Orchestra Committee for approval of a specified period of additional time required to secure the tour engagement(s).
- (ii) If such request is approved, Tafelmusik will not be required to compensate the Artist if this specific tour engagement(s) is not secured, and the hold is released.

(b) *Changes to the Tour*

Tafelmusik will make any changes to the tour (such as its length, starting or ending dates, extending and/or cancelling holds, subject to Article 4.4 (a)) at least ninety (90) days before the anticipated tour departure date set forth in the season schedule, in which case the Artist will not be entitled to any remuneration for cancelled days. If any changes to the tour start or end date are made less than ninety (90) days before the tour departure date, Tafelmusik will pay the Artist, for cancelled days only, an amount equal to fifty percent (50%) of the specified daily tour remuneration set out in Article 4.1 for each day cancelled. The Artist will not be entitled to any remuneration if the dates are changed but the total number of tour days remains unchanged. The Artist's obligation to perform on such changed dates is subject to the provisions of Article 12.3 of this Agreement.

If, however, such changes result in the Artist not being able to perform on the newly established dates due to prior non-Tafelmusik engagements as defined in Article 2.2 (o), Tafelmusik may either:

- (i) request that the Artist perform on the remaining dates of the originally contracted tour, in which case Tafelmusik will pay the Artist for cancelled days (if any) in accordance with this Article 4.4(b), or
- (ii) request that the Artist not perform, in which case Tafelmusik will pay the Artist fifty percent (50%) of the specified remuneration set out in Article 4.1 in respect of the originally contracted tour.

(c) *Changes to Tour Rehearsals*

Changes to tour rehearsal(s) held in Toronto prior to a tour will be governed by the terms of Article 4.4 (b), except that the Artist will be entitled to compensation only for changes made less than thirty (30) days before the date of the first rehearsal.

4.5 Children on Tour

(a) *Subject to Permission*

Children are permitted on tour only with the written permission of the Executive Director, in consultation with the Music Director. Permission will not be unreasonably withheld. In this case, it is the responsibility of the parent to arrange and pay for full-time childcare and travel insurance for the child/children and any caregiver on the tour. The Artist assumes responsibility and liability for the care of their child/children on tour. Tafelmusik will assist with travel and accommodation arrangements whenever possible.

(b) *Children on Tour*

- (i) In the event that both parents/guardians, or a single parent, or a mother of an infant under the age of twenty-four (24) months are engaged for a tour, and the child/children accompany the Artist parents on tour, Tafelmusik will provide transportation for a babysitter or nanny. In the event that both parents are on tour, and as each Artist is entitled to a room, the Artist parents and child may share one (1) room and a babysitter may occupy the additional room at no cost. The Artist and Tafelmusik will share any incremental costs due to double occupancy accommodation equally.

- (ii) In the event that one (1) or both parents/guardians (or a single parent) are engaged for a tour and the child/children remain at home, Tafelmusik will contribute to the Artist's third-party childcare expenses for children younger than the age of sixteen (16), pro-rated to the following rates:

4.5 (b) (ii) Rate	24/25	25/26	26/27
Childcare	\$266.00	\$267.00	\$268.00

The Artist must provide receipts for third-party childcare expenses to Tafelmusik for reimbursement.

4.6 Artist Training Activities on Tour

- (a) *Remuneration for Artist Training Activity Added to a Performance-Based Tour Engagement*
If the orchestra is on a performance-based tour engagement, and an occasional request for artist training activity or activities arise for the Artist(s), the Artist(s) will be paid at the following rates in addition to the daily fee as set out in Article 4.1 (a):

- (i) *Masterclass* Hourly rate, pro-rated per quarter hour
One (1) hour minimum call

4.6 (a) (i) Masterclass	24/25 +10% + 3%	25/26 +2.0%	26/27 +2.0%
Rate	\$212.75	\$217.00	\$221.25

- (ii) *Chamber Music Coaching* Hourly rate, pro-rated per half hour
One (1) hour minimum call

4.6 (a) (ii) Chamber Music Coaching	24/25 +10% + 3%	25/26 +2.0%	26/27 +2.0%
Rate	\$106.25	\$108.25	\$110.50

- (iii) *Private Lesson* Hourly rate, pro-rated per half hour
One (1) hour minimum call

4.6 (a) (iii) Private Lesson	24/25 +10% + 3%	25/26 +2.0%	26/27 +2.0%
Rate	\$106.25	\$108.25	\$110.50

- (iv) *Lecture* Hourly rate, pro-rated per half hour
One and a half (1.5) hour minimum call

For pre- or post-performance lectures on tour, Tafelmusik may engage two (2) or more musicians, each at fifty percent (50%) of the following rates:

4.6 (a) (iv) Lecture	24/25 +10% + 3%	25/26 +2.0%	26/27 +2.0%
Rate	\$212.75	\$217.00	\$221.25

(b) *Remuneration for Education Residency Tour Days*

Tafelmusik will pay the Artist on an education residency a daily fee according to the schedule below, plus the appropriate per diem, whether it is a travel, concert, rehearsal, or rest day.

- (i) An education residency day is comprised of up to six (6) hours of work at the established tour daily fee set out in Article 4.1 (a). Each additional hour will be compensated at the hourly artist training base rate calculated in half-hour increments.
- (ii) Each orchestra or chamber music concert is worth twice the number of hours of its activities are calculated on an hour-for-hour basis.
- (iii) A lecture is worth twice the number of hours of its duration (e.g. a one and one half (1.5) hour lecture is considered three (3) hours of work). A lecture has a one and one half (1.5) hour minimum call.
- (iv) For an education residency of two (2) or more days in duration, preparation time prior to the education residency will be compensated at the hourly artist training base rate and will not exceed one and one half (1.5) hours for all activities included in the education residency. Preparation time prior to the education residency requires the prior approval of the Director of Artistic Administration and Operations.

(c) *Additional Education Hours on Education Residency Tour Days*

Additional hours beyond the six- (6) hour limit for an education residency tour day will be arranged with the Artist by mutual agreement and the Artist will be paid as follows in half-hour increments in addition to the daily fee set out in Article 4.1 (a):

4.6 (c)	24/25	25/26	26/27
Additional hours	+10% + 3%	+2.0%	+2.0%
Rate	\$106.25	\$108.25	\$110.50

(d) *Education Residencies and the Touring Committee*

The decision as to what constitutes an education residency schedule is to be made by Management who will consult the Artist(s) engaged on the schedule. To address the challenge of meeting presenters' varying needs and schedules, the Touring Committee, Executive Director, and Director of Artistic Administration and Operations or their designates will review the schedule and details for a specific upcoming education residency or a tour that involves education activity. After consultation, the final decision rests with Management in full recognition that the engagement of the Artist(s) for individual education activities is by mutual agreement.

(e) *Per Diems for Runout Education Activities*

If a runout takes place outside the GTA and City of Hamilton, the Artist will be paid at rates set out in Article 4.6 (a) and will receive a per diem based on the per diem rate for Canada set out in Article 4.1 (c):

4.6 (e) Per Diem	24/25	25/26	26/27
	+ various %	+2.0%	+2.0%
Full day (10 hours or more)	\$90.00	\$92.00	\$94.00
Partial day (less than 10 hours)	\$60.00	\$61.00	\$62.00

(f) *Pension Contribution*

4.6 (f) Rate	24/25 +1%	25/26 +1%	26/27 +1%
Pension contribution	12%	13%	14%

5.0 FILMING AND RECORDING

5.1 General

(a) *Notice Period*

Tafelmusik shall notify the Artists and the TMA at least twenty-four (24) hours prior to any filming or recording service(s).

(b) *Artist's Affiliation with Tafelmusik*

When the Artist makes a commercial film or recording outside of Tafelmusik, the Artist's affiliation with Tafelmusik may not be visible on the package of the disc. The Artist may, however, include mention that they are a "member of Tafelmusik" in the biographical notes.

5.2 Filming and Recording Remuneration

(a) *AFM Agreements*

For audio recording sessions, filming sessions, and other digital media service(s), the terms and conditions of the Integrated Media Agreement for Canada (IMAC), or the appropriate AFM agreement, will apply.

(b) *Final Session (filming and recording)*

The final session for each filming or recording period may be marked "if-needed" in the schedule of filming or recording sessions. If the Artist is notified up to two (2) weeks prior to the beginning of a filming or recording period that the "if-needed" session will not be utilized, the Artist will receive no remuneration for that session. If the Artist is notified within two (2) weeks prior to the beginning of the filming or recording period that the "if-needed" session will be cancelled, the Artist will receive twenty-five percent (25%) of the full remuneration in accordance with Article 5.2 (a).

(c) *Other Schedule Changes*

If a filming or recording schedule changes (including fewer sessions needed or holds being released) up to seven (7) days before the beginning of the filming or recording period, no cancellation compensation will be paid to the Artist. If the filming or recording schedule changes or holds are released (except for the "if needed" session as outlined in Article 5.2 (b)) within the week prior to the beginning of the filming or recording period, the Artist will receive full remuneration for cancelled sessions in accordance with Article 5.2 (a).

Should Tafelmusik fail to release the hold with a minimum of seven (7) days' notice and the Orchestra Committee has not approved a request for additional time to confirm the sessions, the Artist will be entitled to an amount equal to full remuneration for cancelled sessions in accordance with Article 5.2 (a).

It is understood that Tafelmusik is actively trying to secure service(s) for which the Artist will be engaged. It is understood that with third parties involved, Tafelmusik is not the sole decision-maker and delays may occur in confirming sessions.

Should Tafelmusik require additional time to confirm the filming or recording session(s) past the seven (7) day notice period and the corresponding date(s) remain on hold:

- (i) Tafelmusik will make a request to the Orchestra Committee for approval of a specified period of additional time required to secure the engagement.
 - (ii) If such request is approved, Tafelmusik will not be required to compensate the Artist if this specific engagement is not secured, and the hold is released.
- (d) *Force Majeure (filming and recording)*
If filming or recording plans change within seven (7) days before the beginning of a filming or recording period due to circumstances beyond either party's control (e.g. fire, strike, flood, epidemic, etc.) or dire illness of key artistic or recording personnel, no cancellation compensation will be paid to the Artist.

6.0 SICK AND COMPASSIONATE LEAVE

6.1 Definition of Sick Leave and Compassionate Leave

Sick leave and compassionate leave are defined as follows:

- (a) Sick leave shall include leave due to an Artist's illness or the illness of an Artist's child. In the event of illness or injury affecting performance, the Artist must immediately inform the Music Director and Director of Artistic Administration and Operations. The Director of Artistic Administration and Operations will inform the Executive Director. If the Artist misses one (1) or more rehearsals and/or concerts, they may be required to present a satisfactory doctor's certificate upon return to duty. If there is a pattern of absenteeism due to illness, Tafelmusik may request, at its own expense, confirmation from a second doctor. If the Artist does not present a doctor's certificate on request of Tafelmusik in accordance with this Article, the Artist will not be entitled to any remuneration during the period of such illness or injury, and a proportionate amount of their fee will be deducted for the services missed. It is understood that the Artist will make every conceivable effort to perform under such circumstances, including the arrangement of home care for an ill or injured child.
- (b) Compassionate leave shall include leave due to a death or serious illness/accident in the Artist's immediate family (spouse/partner, child, parent, grandparent, and/or sibling) or spouse/partner's family (child, parent, grandparent, and/or sibling). When such an event occurs, the Artist will immediately inform the Music Director and the Director of Artistic Administration and Operations. The Director of Artistic Administration and Operations will inform the Executive Director.

6.2 Benefits in the Event of Sick Leave or Compassionate Leave

In the event of sick leave or compassionate leave consistent with the terms of Article 6.1, Tafelmusik will pay the Artist as follows:

- (a) If the Artist is in their first or second (1st or 2nd) consecutive year of contract, the Artist will receive per contract year up to five (5) paid days during the Toronto season or five (5) paid days on tour as the case may be. For filming or recording services, the Artist will receive a half (0.5) paid day or the benefit under the applicable AFM agreement, whichever is greater, although any such payment will nevertheless be counted as a full day for the purpose of determining whether five (5) days in a contract year have been used.

- (b) If the Artist is in their third through eighth (3rd – 8th) consecutive year of contract, the Artist will receive per contract year up to ten (10) paid days during the Toronto season or ten (10) paid days on tour as the case may be. For filming or recording services, the Artist will receive a half (0.5) paid day or the benefit under the applicable AFM agreement, whichever is greater, although any such payment will nevertheless be counted as a full day for the purpose of determining whether ten (10) days in a contract year have been used.
- (c) If the Artist is in their ninth or later (9th or later) consecutive year of contract, the Artist will receive per contract year up to twelve (12) paid days during the Toronto season or twelve (12) paid days on tour as the case may be. For filming or recording services, the Artist will receive a half (0.5) paid day or the benefit under the applicable AFM agreement, whichever is greater, although any such payment will nevertheless be counted as a full day for the purpose of determining whether twelve (12) days in a contract year have been used.
- (d) Tafelmusik shall be responsible for the payment of substitutes, if required, for these periods. All paid leave shall be included in the fulfilment of Tafelmusik's obligation to provide services as set forth in Article 3.1.
- (e) Tafelmusik will grant up to an additional ten (10) days of paid extended sick leave per contract year in exceptional circumstances if an Artist exhausts their sick leave entitlement and provided that the Artist provides Tafelmusik with a certificate from a general practitioner or medical specialist. Should the Artist provide a medical certificate from a general practitioner, Tafelmusik has the right to request medical certification from a medical specialist. Tafelmusik also has the right to request a second opinion by a mutually agreeable medical specialist. Any request for paid extended sick leave pertains to *very* exceptional circumstances, such as a broken limb or a major/catastrophic illness, rather than common medical conditions such as a cold, minor flu, or minor aches and pains, which are of common experience. If the Artist has already used their sick leave for a major/catastrophic illness, the Artist will be entitled to an additional ten (10) sick days. Tafelmusik shall be responsible for the payment of substitutes, if required, for these periods. All paid leave shall be included in the fulfilment of Tafelmusik's obligation to provide services as set forth in Article 3.1.
- (f) In extenuating circumstances where an Artist's health is compromised so significantly that they are unable to perform their work for an extended period of time beyond the provisions of Article 6.2 (e), the Artist may approach Tafelmusik to negotiate a leave with compensation. Tafelmusik reserves the right to make the final decision on whether to proceed with any compensation.

6.3 Parental Leave

Parental leave is to be taken for the birth and care of the Artist's child or for the coming of a child into the custody, care, and control of the Artist for the first time.

- (a) Parental leave may be taken by an Artist who is not otherwise on leave of absence, and will not affect the status of the Artist as a core player. Services missed due to parental leave will not count toward the subbing out quota as outlined in Article 7.4.
- (b) An Artist is entitled to seventeen (17) consecutive weeks of leave commencing no later than the date of birth of the child, or the date of assuming custody, care, and control of the child. Where spouses in the orchestra are both core players, leave may be shared between the spouses at different but consecutive times totalling no more than seventeen (17) weeks each.
- (c) The Artist may request an extension of the parental leave beyond the seventeen (17) weeks. If the extension is requested due to the health of the child, a doctor's certificate may be required. If the extension is for non-medical reasons, permission will be at the discretion of the Music Director.

- (d) During the seventeen- (17) week parental leave period, the Artist shall receive the basic applicable fees set out in Article 3.0 for all Toronto services, except filming/recordings, that they would normally be scheduled to perform for one (1) period of four (4) consecutive weeks within a period of thirty (30) days before the due date to thirty (30) days after the birth or the date of assuming custody of the child. The Artist shall be responsible for choosing this four- (4) week period and notifying Management accordingly.
- (e) An Artist in the last two (2) months of pregnancy shall not be required to perform services in runouts and on tours. The Artist may use their sick day credits as compensation for any such missed services. An Artist will not be required to tour during the first thirty-five (35) weeks following the birth or the date of assuming custody, care, and control of the child.
- (f) The Artist shall make best efforts to give Tafelmusik at least sixty (60) days' written notice of parental leave.

6.4 Missing Services

In the event of an illness requiring the Artist to miss more services than the maximum allowed as set forth in Article 6.2, Tafelmusik will deduct the appropriate remuneration from the Artist's fees.

7.0 LEAVE OF ABSENCE

7.1 Artist on Leave of Absence

The Artist is entitled to one (1) full season unpaid leave of absence after five (5) years of continuous service. A request for a leave of absence must be made in writing to the Music Director and Executive Director by January 15 for the following season. If the Artist requests and is approved for an unpaid leave, Tafelmusik is under no obligation to reinstate the Artist's full-season services for the season for which the leave of absence was granted, should the Artist's plans change. An Artist who is on a leave of absence remains a core player during their absence. The Artist who is on a leave of absence will receive a letter from the Music Director stating the Artist's status for the following season in accordance with Article 8.4. Tafelmusik is not obliged to offer leaves of absence to more than one core member per season. If more than one member applies for a leave of absence, the decision will be at the discretion of the Music Director.

7.2 Leave of Absence Due to Extended Illness

An Artist who is ill or disabled, including but not limited to serious injury, addiction, or mental health rehabilitation beyond the period of the Artist's sick leave benefits shall be granted a leave of absence without pay for such illness or disability. All efforts will be made to accommodate the return of the Artist to active engagement as soon as practicable. Tafelmusik may request medical information from the Artist concerning the prognosis of when the Artist may be expected to return to active engagement. Any Artist who is absent due to illness or disability for the majority of services over a two- (2) year period may be asked to produce evidence proving an imminent return to active engagement. Where the Artist cannot show evidence demonstrating that a return to active engagement is imminent, Tafelmusik may terminate the Artist from the core orchestra. Tafelmusik, at its own expense, may require the Artist to obtain a second medical opinion. Should a dispute arise out of a disagreement between the two (2) medical opinions, the TMA and Tafelmusik will resolve the dispute through the Non-Artistic Dispute Resolution as outlined in Article 13.0. The Artist shall notify the Music Director and Executive Director in writing of the nature and progress of such an illness or injury.

7.3 Family Leave

Family leave without pay is available to the Artist. The Artist shall submit a written request to the Music Director and Director of Artistic Administration and Operations and obtain the permission of the Music Director to attend family events including but not limited to an immediate family wedding, birth, bereavement, and for acute medical emergencies of their immediate family in accordance with Article 6.1 (b).

7.4 Subbing Out

Permission to sub out is at the sole discretion of the Music Director and will not be unreasonably withheld, but will depend largely on the availability of a suitable substitute.

An Artist may sub out of up to twenty percent (20%) of the total services offered to them as of December 15 of the previous season. An Artist's request to opt out must be made in writing to the Music Director and the Director of Artistic Administration and Operations by January 15 of the previous season or at least seven (7) months prior to the commencement of the project, whichever is later. Tafelmusik will respond in writing within one (1) month of receipt of such. For requests made by the Artist within seven (7) months prior to the commencement of the project, permission is at the sole discretion of the Music Director in consultation with the Director of Artistic Administration and Operations.

Promotional, fundraising, outreach, and/or photography services count toward the sub out quota and are subject to the conditions outlined in Article 2.2 (h) and (k). If the Artist is unable to perform all the services relating to a given project within one (1) season, the Music Director has the right to ask that the Artist does not participate in the project. If an Artist is required to sub out of additional projects due to linked repertoire, services associated with these additional projects will not count toward the twenty percent (20%) sub out quota as specified in this Article.

Any Toronto season program sub out approved by the Music Director is subject to a deduction on the Artist's total season fee remuneration as set out in Article 3.1. The deduction will be in the amount of the equivalent per-service compensation for the program in question and will be applied in the month in which the sub out occurs. Per-program deduction amounts applicable for the forthcoming season will be appended to the Artist's Personal Services Contract issued on August 1 in accordance with Article 8.4.

8.0 FRAMEWORK FOR ENGAGEMENT AND DISMISSAL

8.1 Auditions

- (a) Tafelmusik holds all auditions according to the OCSM/OMOSC, AFM, and Orchestras Canada code of ethics. All members of the Personnel Committee will be invited to attend auditions for core orchestra positions and will advise the Music Director. The keyboard player will be paid an accompanying fee at the principal chair rehearsal rate set out in Article 3.2 (b) for the duration of the round in which the keyboard player accompanies the auditionee in solo pieces. The Music Director will be solely responsible for the final decision. All records of auditions are kept on file.
- (b) A former core player may be invited to fill a vacancy in the orchestra without a mandatory audition provided that there has been consultation by the Music Director with the Personnel Committee. The Toronto Musicians' Association will then be consulted. The Music Director will be solely responsible for the final decision. If the Artist is re-accepted as a core player, they shall begin at the first year of a two- (2) year probationary period as outlined in Article 8.3.

8.2 Core Player

Once the Artist has successfully passed an audition, has met the conditions of Article 2.2 (p) and (q), and has signed a Personal Services Contract, they are a core player, and entitled to the full benefits of this Agreement, except in the circumstances described in Article 8.3. Appendix A of this Agreement and the Artist's Personal Services Contract shall specify the Artist's position.

8.3 Initial Two-Season Period

If the Artist has signed this Agreement following a successful audition as described in Article 8.1 and 8.2, the following conditions apply:

- (a) At the midpoint of the Artist's first season, the Personnel Committee will meet with the Music Director to review the Artist's performance of their professional obligations under this Agreement to determine whether the Artist will be offered a second season. The final decision will be made by the Music Director and will be communicated to the Artist by January 15 of the first season. If the Artist is offered a new Agreement to sign, they must confirm or decline the offer by the following February 5.
- (b) At the midpoint of the second season, the Personnel Committee will once again meet with the Music Director to review the Artist's performance of their professional obligations under this Agreement to determine whether the Artist will be offered another season. The decision will be made by the Music Director and will be communicated to the Artist by December 15 of such second season. If the Artist is offered a Letter of Intent for the following season, they must confirm or decline the offer by the following January 15.

8.4 Service Guarantee and Season Schedule

The Artists, all of whom are listed in Appendix A, are assured of ongoing work with Tafelmusik and a service count per season as set out in Article 3.1.

The Artist will receive a copy of the following season's schedule, outlining their proposed participation, by December 15 of the current season. Included will be a Letter of Intent for the following season, which the Artist must return by the following January 15. In order for Tafelmusik to determine core vacancies for the following season, the Artist will make best efforts to honour their commitment to perform in the following season upon signing the Letter of Intent. For proposed services additional to the season schedule, or for any changes to that schedule, the conditions of Article 2.2 (o) pertaining to availability checks will apply. For additional services offered after December 15, the Artist must confirm their acceptance in writing within seventy-two (72) hours of being contacted with notification of the engagement. If an Artist has consistently missed deadlines for reply in any given season, the Orchestra Committee Chair will be asked to speak to the Artist to establish future compliance.

Tafelmusik will deliver to the Artist a Personal Services Contract, including a schedule for rehearsals and concerts together with individual pay sheets, by August 1 for the forthcoming season falling within the term of this Agreement or any subsequent Agreement, which might be negotiated. The Artist will sign and return one (1) copy by September 15.

8.5 Composition of the Core Orchestra

The Core Orchestra is a group of musicians including the Music Director, consisting of seventeen (17) players detailed in Appendix A. Upon the commencement of the term of this Agreement, the instrumentation will consist of eight (8) violins (including the Music Director), two (2) violas, two (2) cellos, one (1) double bass, one (1) keyboard, two (2) oboes, and one (1) bassoon.

For purposes of the Toronto season, it is understood that leadership roles will be shared amongst the core players. For third-party engagements except Opera Atelier, the following principal chair positions are included as members of the core orchestra: one (1) oboe, one (1) bassoon, one (1) keyboard player, one (1) second violin, one (1) viola, one (1) cello, and one (1) double bass appointed by the Music Director on a project-by-project basis; and one (1) first violin when acting as concertmaster and appointed by the Music Director as needed. For Opera Atelier, see Side Letter No. 5.

Upon the voluntary resignation or termination in accordance with this Agreement of any musician occupying a core position, the Music Director, in their sole discretion, may convert the vacant core position to another instrument not already existing in the core orchestra, irrespective of the core orchestra instrumentation listed above. In the term of this Agreement, no more than two (2) core positions may be converted in this manner. The decision about whether to initiate filling permanent vacancies in the core orchestra is to be at the sole discretion of the Music Director and Tafelmusik during the life of this Agreement and best efforts will be made to address the vacancy within six (6) months of Tafelmusik becoming aware of a pending vacancy, or one (1) year prior to a date of retirement, resignation, or disengagement that is known by Tafelmusik, whichever is later.

Should the Music Director wish to increase the total number of core players, irrespective of the core orchestra instrumentation outlined in Appendix A, they will meet with Tafelmusik, and with the Personnel Committee in consultation with the Toronto Musicians' Association, to discuss this additional position. If the position is deemed appropriate by Tafelmusik, the audition, hiring, and probation process will be undertaken in accordance with Articles 8.1, 8.2, 8.3 and 9.0. In the term of this Agreement no more than one (1) core player position may be added in this manner.

8.6 Right of First Refusal

Artists who are core players in the Core Orchestra as defined in Article 8.5 will enjoy right of first refusal to all work in the Toronto season, all tours, all filming and recordings, and all third-party productions using Tafelmusik. The Music Director shall have the right to choose the director or conductor of any Tafelmusik performance. For any other principal chair assignments, members of the Core Orchestra shall be given right of first refusal.

8.7 Dismissal or Demotion of the Artist

If the Music Director has concerns over the ability of the Artist to perform their professional obligations under this Agreement, the procedure outlined below will be followed:

- (a) The Music Director will schedule an initial meeting with the Artist to discuss the Music Director's concerns. The Music Director will inform the Personnel Committee of the date and place of the meeting. The meeting will involve the Artist, the Music Director, and a third party agreeable to both of them. The role of the third party is to take notes of the meeting, but the third party has no decision-making role. In addition, the Artist may choose to be accompanied by a TMA representative at any and all meetings pertaining to the dismissal or demotion of said Artist under this procedure, except for the private and confidential meeting referred to in Article 8.7 (b). Likewise, the Music Director may have present a member of Tafelmusik Management should they so desire. The Music Director and the Artist will decide upon a timeframe for the process described in Article 8.7 (b), in order to allow reasonable time for the situation to improve. If the Music Director and the Artist are unable to agree upon such a timeframe, the Music Director's decision will be final. The third party will write a report of the meeting, which will be given to the Music Director, the Artist, and the Personnel Committee.

- (b) The decision of whether to dismiss or demote the Artist in question will be made by the Music Director and announced to the Personnel Committee in a private and confidential meeting scheduled according to the time frame established in Article 8.7 (a) and in accordance with the scheduling provisions in Article 2.2 (f). The Music Director will call a meeting of the Personnel Committee without any unreasonable delay in accordance with that timeframe. The Music Director will have the right to address the Personnel Committee without the Artist present. The Artist will have the right to address the Personnel Committee prior to the vote without the Music Director present. Should the Music Director opt for dismissal or demotion, the Personnel Committee will be duly notified by the Music Director and a meeting scheduled after an availability check in accordance with Articles 2.2 (f) and (o) and 8.4 has ensured that a quorum of the Personnel Committee is able to attend. A quorum shall be defined as two-thirds (2/3) of the Personnel Committee membership. If quorum is achieved, only those core players attending in person or by telephone and/or electronic means are eligible to vote. The Music Director will not vote. If quorum is not achieved after two (2) attempts, the Music Director's decision will prevail.

Following a discussion of the Personnel Committee, the Personnel Committee will vote by secret ballot. If more than two-thirds (2/3) of the votes of the Personnel Committee are cast against dismissal or demotion, then the Music Director's decision will be deemed overturned. In all other instances, including a decision by the Music Director not to dismiss or demote, or a decision by the Music Director to give the Artist an opportunity for further review, the Music Director's decision will prevail.

- (c) The decision in accordance with Article 8.7 (b) will be communicated to the Artist. The Artist may request that a second meeting be scheduled to discuss that decision.
- (d) The procedure envisaged by this Article is exclusive and exhaustive and shall be considered a binding dispute resolution process in accordance with the Ontario *Arbitration Act, 1991* or its legislative successors. In cases of artistic dismissals to which this Article applies, the jurisdiction of the courts is deemed to be exclusively ousted by virtue of this procedure.

8.8 Transition to Retirement of the Artist

- (a) *Voluntary Retirement*
An Artist who has been a core player for twenty (20) years or more and who chooses to retire may request one (1) or two (2) transitional seasons, in which they may opt out of up to forty percent (40%) of the total services offered to them as of December 15, in accordance with Article 7.4. Notification will be given to the Music Director and Executive Director by the January 15 preceding the transitional season(s). Tafelmusik and the Artist will sign a letter formalizing the Artist's notice of retirement, and a copy sent to the Toronto Musicians' Association. The Artist's notice of retirement will be irrevocable, as the vacancy must be addressed with an audition process as outlined in Article 8.1.

- (b) *Performance-Related Retirement*
If the Music Director has concerns regarding the ability of an Artist to perform their professional obligations under this Agreement, the procedure as outlined in Article 8.7 shall apply.

Should an Artist who has been a core player for twenty (20) years or more choose not to enter into a dismissal or demotion process in accordance with Article 8.7, they will be offered payment in lieu of service, amounting to ninety (90) days of scheduled services at the applicable rates given in this Agreement, or one hundred and forty percent (140%) of six (6) of the Artist's semi-monthly installments for the current season, whichever is greater.

Tafelmusik, at its discretion and in consultation with the Music Director, may also offer a fixed term of engagement of ninety (90) days or more, not to extend past June 30 of the current season.

Tafelmusik, the Artist, and the Toronto Musicians' Association will sign a letter formalizing the Artist's payment in lieu of notice, and fixed term of engagement if offered. The Artist's retirement will be irrevocable, as the vacancy must be addressed with an audition process as outlined in Article 8.1.

9.0 MANAGEMENT RIGHTS

Except as otherwise expressly stated in this Agreement, Tafelmusik retains all rights which it would have in the absence of this Agreement. Such rights include (among other things) the exclusive right to set its policy, to manage its business, to promulgate appropriate work rules, to direct Artists, to determine the qualifications for and to select its Artists, to determine programming, to determine schedules of rehearsals and performances, to add or eliminate positions, to permanently lay off an Artist upon the elimination of their position, to discharge or demote an Artist for artistic reasons in accordance with the procedures in this Agreement, and to discipline or discharge an Artist for just cause.

10.0 NON-DISCRIMINATION

Tafelmusik agrees that there shall be no discrimination based upon race, religion, sex, sexual orientation, age, record of provincial offences, record of Criminal Code offences in respect of which a pardon has been granted and not revoked, family status, disability, union membership or activity, or political affiliation, subject to any exceptions provided for in the Ontario *Human Rights Code*.

11.0 FORCE MAJEURE

If either party is unable to fulfil any of their or its obligations under this Agreement because of fire, flood, failure of transportation, power failure, government or court action, labour disputes, strike, lockout, riot, act of God, epidemic/pandemic, war, the public enemy, or any other cause beyond either party's reasonable control, the affected party will notify the other party as soon as possible, in writing, and the affected party will not be liable for such non-performance. If any of the foregoing conditions continue for a period of thirty (30) days or more after such notice, the other party may terminate this Agreement at any time thereafter by notice in writing to the affected party.

12.0 DEFAULT

12.1 Event of Default

Subject to Articles 6.0, 7.0, 11.0, 12.2, and 12.3 of this Agreement, if the Artist fails to attend and to perform properly at any service as required under this Agreement, such failure will be considered to be an event of default under this Agreement. Upon the occurrence of an event of default, Tafelmusik may deduct from the remuneration otherwise payable under this Agreement an amount equal to the fees for which the Artist has been engaged for such rehearsal or concert. If more than six (6) events of default occur during the term of this Agreement, Tafelmusik may terminate this Agreement immediately upon the occurrence of the seventh (7th) event of default, in which case this Agreement will immediately terminate, and Tafelmusik will be released from any obligation to pay any further remuneration under this Agreement (except for remuneration that was properly due and payable to the Artist on the date of termination).

12.2 Subbing

Subbing is not considered an event of default pursuant to Article 12.1.

12.3 Exceptions

If Tafelmusik does not give the specified notice in the situations provided in Articles 2.4 (b) and (f), 2.5 (a) and (d), 4.4, and 5.2 (c) or the performance date specified in the said notice conflicts with the Artist's non-Tafelmusik engagements as defined in Article 2.2 (o) and the Artist cannot perform at the subject function such will not be considered to be an event of default. Furthermore, any substitute musician retained to replace the Artist for that rehearsal or concert will be paid by Tafelmusik.

13.0 NON-ARTISTIC DISPUTE RESOLUTION

13.1 It is the intent of the parties that all disputes under the terms of this Agreement will be resolved as expeditiously as possible.

13.2 An Artist, a group of Artists or Tafelmusik, may initiate a grievance under this Agreement. Any grievance initiated by an Artist must be certified by the TMA before it is processed. The TMA will have full carriage of such grievance and may settle it or pursue it as it sees fit.

13.3 A grievance may be filed against Tafelmusik, the TMA, an Artist, or a group of Artists.

13.4 Before a grievance is formally initiated, the concern or dispute that is the source of the grievance must be presented informally to the party opposite in interest. In the case of a grievance initiated by an Artist or group of Artists, the complaint must be presented to the Executive Director of Tafelmusik. In the case of a grievance initiated by Tafelmusik, the complaint must be presented to a member of the Orchestra Committee. In each instance, when an Artist or a group of Artists is involved as a grieving party or as a responding party, they can choose to have present, at their initiative, a TMA representative.

13.5 In the event that the grievance is not resolved by way of the aforesaid informal complaint procedure, a formal grievance can be initiated as follows:

Step 1: Within one (1) calendar month (and no later) of the incident giving rise to the grievance, the grieving party must present a particularized grievance in writing to the responding party. In the case of a grievance by an Artist or group of Artists, the grievance must be presented to the Executive Director. In the case of a grievance by Tafelmusik, the grievance must be presented to the TMA and the Orchestra Committee. The parties will then have seven (7) calendar days to resolve the grievance, failing which the matter will go to Step 2.

Step 2: At the request of either party, the grievance must be referred to a joint committee consisting of three (3) members of management, two (2) members of the Orchestra Committee, and one (1) TMA representative. This joint committee will have ten (10) calendar days to resolve the grievance, failing which the grievance will proceed to Step 3.

Step 3: If the grievance remains unresolved at Step 2, either the TMA or Tafelmusik may within no more than seven (7) calendar days refer the grievance to a single arbitrator for final and binding arbitration.

13.6 The arbitrator shall be exclusively empowered to resolve any and all disputes under this Agreement pursuant to the Ontario *Arbitration Act, 1991* or its legislative successors. The jurisdiction of the courts is deemed to be exhaustively ousted by virtue of this Agreement.

13.7 The TMA and Tafelmusik will agree upon the identity of the arbitrator. If they are unable to agree, the arbitrator will be selected from the following panel, in order of appearance, on a rotational basis unless the arbitrator is not available for a hearing within thirty (30) days:

Robert J. Herman
Bill Kaplan
Kathleen O'Neil
Susan Tacon
Russell Goodfellow

13.8 The TMA and Tafelmusik will share the expenses of the arbitrator equally, unless the arbitrator orders otherwise.

13.9 The time limits in this Agreement for initiating a grievance, processing it, and referring it to arbitration are mandatory and not merely directory. Any grievance not initiated, processed, or referred to arbitration in accordance with those time limits shall be deemed conclusively and unconditionally abandoned. The abandonment of any such grievance due to untimeliness shall not be construed as authorizing any party or Artist to seek, as an alternative, relief through the courts.

13.10 The arbitrator shall have full jurisdiction to resolve the grievance and provide relief. However, given the close and highly coordinated nature of the working relationship of the parties, the presumption of reinstatement as a remedy for discharge will not bind the arbitrator, nor will the arbitrator adopt that presumption. Instead of reinstatement, the arbitrator is empowered to provide alternate relief to an Artist consistent with the jurisdiction of the superior courts of Ontario. In the event that the arbitrator orders a remedy of reinstatement, it may be conditional or in lieu of any other relief or as the arbitrator otherwise sees fit.

13.11 The exhaustive dispute resolution procedure in this Article does not apply to artistic dismissals or artistic demotions, the procedure of which shall be exhaustively covered by Article 8.7 of this Agreement. Nothing in this article prevents an Artist from asserting that a dismissal or demotion is not truly for artistic reasons but rather is improperly motivated in violation of Article 10 of this Agreement.

14.0 MUSIC DIRECTOR AND/OR EXECUTIVE DIRECTOR SEARCH COMMITTEES

The core players will be represented on the Search Committees for either the Music Director and/or Executive Director. For details on representation, see Side Letter No. 3.

15.0 MISCELLANEOUS

15.1 Severability

In the event that any portion of this Agreement is determined by a court or agency of competent jurisdiction to be unlawful, the remainder of this Agreement will remain in full force and effect.

15.2 Artist as an Independent Contractor

The Artist will serve Tafelmusik as an independent contractor and under no circumstances will the Artist be deemed an employee, partner, or agent of Tafelmusik in carrying out their obligations under this Agreement.

16.0 GOVERNING LAW

This Agreement is governed by the laws of Ontario.

Dated this 5th of December, 2024.

Tafelmusik



Glenn Hodgins, Executive Director
Authorized Signature for Tafelmusik



Christopher Paige, Chair, Board of Directors
Authorized Signature for Tafelmusik

Toronto Musicians' Association



Dusty Kelly, Executive Director
Authorized Signature for
Toronto Musicians' Association,
Local 149, AFM



Les Allt, President
Authorized Signature for
Toronto Musicians' Association,
Local 149, AFM

APPENDIX A
to
CORE ORCHESTRA GENERAL AGREEMENT
July 1, 2024 - June 30, 2027

COMPOSITION OF THE CORE ORCHESTRA

Violin | Eight (8) positions

Music Director (vacant; see Note 1 below)
Patricia Ahern
Geneviève Gilardeau
Johanna Novom
Christopher Verrette
Julia Wedman
Cristina Zacharias
(one (1) position vacant)

Viola | Two (2) positions

Brandon Chui
Patrick G. Jordan

Violoncello | Two (2) positions

Keiran Campbell
Michael Unterman

Bass | One (1) position

(one (1) position vacant)

Harpichord/Organ | One (1) position

Charlotte Nediger

Oboe | Two (2) positions

Marco Cera
(one (1) position vacant)

Bassoon | One (1) position

Dominic Teresi

Note 1: The Music Director, whether serving in their capacity as a core player or not, is not covered by the terms of this Agreement. Nothing in this Agreement prevents the Music Director from playing in the orchestra as a musician as long as they are or apply to become a member of the TMA. Despite the foregoing, the Music Director is an independent contractor and will count as one (1) member of the core orchestra.

Note 2: During the term of this Agreement, the Composition of the Core Orchestra listing by name shall be amended in accordance with Article 8.

ADDENDUM A
to
CORE ORCHESTRA GENERAL AGREEMENT
July 1, 2024 - June 30, 2027

Between:

TAFELMUSIK
an Ontario body corporate
427 Bloor Street West, Toronto, Ontario M5S 1X7

("Tafelmusik")

and

TORONTO MUSICIANS' ASSOCIATION LOCAL 149 (TMA)
of the American Federation of Musicians AFL-CIO-CLC
2 Sousa Mendes Street, Toronto, Ontario M6P 0A8
on behalf of the Artists defined in Appendix A

(the "Artist(s)")

ARTIST TRAINING

PREAMBLE

WHEREAS Tafelmusik engages a number of core musicians, referred to in this Agreement as "Artists";

AND WHEREAS these Artists are engaged by Tafelmusik as independent contractors to provide musical services to Tafelmusik and the Artist has agreed to such an engagement, as delineated in the Artist's Personal Services Contract;

AND WHEREAS the Artists are covered by Personal Services Contracts which are concluded between the Artist and Tafelmusik, subject to the conditions set out in this Core Orchestra General Agreement;

AND WHEREAS the Artists are members of the TMA and are contractually bound to one another and to the TMA in the conduct of their professional activities;

AND WHEREAS the Artists have expressed a preference for the duration of this Agreement to have the TMA assist them in the establishment of the terms and conditions of their engagement and the administration of those terms and conditions;

AND WHEREAS Tafelmusik has expressed a willingness to honour such preference and is therefore prepared to enter into an Agreement with the Artists through the TMA;

AND WHEREAS it is agreed that the Artists covered by this agreement have all of the rights and responsibilities under the following policies: Code of Conduct and Workplace Harassment and Violence Prevention Policy;

NOW THEREFORE IT IS AGREED between Tafelmusik on the one hand and the Artists, through the TMA, on the other:

BASIC PRINCIPLES

- (i) This Agreement may be amended mid-term only upon explicit written agreement between Tafelmusik and the TMA.
- (ii) The TMA will ensure that the Artists create an Orchestra Committee with which Tafelmusik may deal during the term of this Agreement on matters covered by this Agreement. This Committee may, at its own initiative, seek TMA involvement in its discussions with Tafelmusik on matters covered by this Agreement.
- (iii) Nothing in this Agreement prevents Tafelmusik from dealing directly with Artists on questions pertaining to their respective engagements. Without limitation, nothing in this Agreement prevents Tafelmusik from agreeing to a level of remuneration for and with particular Artists, which might exceed the terms and conditions contained in this Agreement.
- (iv) This Agreement as amended from time to time shall be deemed to be incorporated by reference into each of the contracts between the Artists and Tafelmusik, each Artist being an independent contractor.
- (v) All fees and other monetary amounts listed herein are in stated in Canadian dollars, unless otherwise specified.
- (vi) The Music Director, whether serving in their capacity as a core player or not, is not covered by the terms of this Agreement. Nothing in this Agreement prevents the Music Director from playing in the orchestra as a musician as long as they are or apply to become a member of the TMA. Despite the foregoing, the Music Director is an independent contractor and will count as one (1) member of the core orchestra. See also Basic Principles (vi) in the main body of this Agreement.
- (vii) All members of the core orchestra are or will become members of the TMA within sixty (60) days of engagement.
- (viii) Nothing in this Agreement constitutes voluntary recognition of the TMA by Tafelmusik. Tafelmusik acknowledges the TMA as the core players' representative association with a view to negotiating enforceable and common terms and conditions of the Core Orchestra General Agreement.
- (ix) Upon written notice from the TMA, Tafelmusik agrees that it will deduct any dues and assessments levied by the TMA from any fees payable to the Artist.
- (x) The TMA hereby agrees to fully and unconditionally indemnify and hold harmless Tafelmusik with respect to any claim initiated by an Artist which challenges the applicability of this Agreement to such Artist. Such indemnity shall cover, but is not restricted to, any attempt by an Artist to pursue legal rights with respect to the engagement of such Artist by Tafelmusik in any manner other than through the grievance and arbitration or the artistic dismissal procedures contained in this Agreement. In consideration for this indemnity, Tafelmusik agrees that it will not dispute the applicability of this Agreement to Artists and will not participate in any legal proceedings with respect to the applicability of this Agreement without the written agreement of the TMA if it wishes to rely on this indemnity. This indemnity is provided by the TMA in recognition of Tafelmusik's unique and long-standing presence in Toronto and in the international music community.
- (xi) The term of this Agreement is three (3) years, starting on July 1, 2024, and ending on June 30, 2027.

1.0 DESCRIPTION OF ARTIST TRAINING

1.1 Overview of Artist Training

Tafelmusik's artist training programs have the objective of attracting and training senior student, pre-professional and/or professional musicians in the art of instrumental and vocal/choral period performance.

The Tafelmusik Baroque Summer Institute (TBSI) is an intensive education residency with a focus on instrumental and vocal/choral baroque performance practice with Tafelmusik Artists. The Institute offers participants a comprehensive course of study of baroque repertoire and performance practice. The Tafelmusik Winter Institute (TWI) and other such institutes for advanced musicians offer participants an in-depth course of study of specific repertoire. Other artist training activities include, but are not limited to, the Baroque Mentors.

1.2 Spirit of the Agreement as Outlined in this Addendum

Regarding artist training, Tafelmusik and the Artist(s) agree that:

- (a) Engagement for artist training services is by mutual agreement between Tafelmusik and the Artist. The Music Director and Artistic Coordinator will make best efforts to distribute the work as evenly as possible to the Artist(s) for the education activities in which the Artist(s) wish to participate and for which Tafelmusik wishes to engage the Artist(s). Tafelmusik has the right to rotate teaching faculty positions from year to year, and to assign faculty positions based on sufficient enrolment for a given instrument. Tafelmusik will make best efforts to notify the Artist(s) of this rotation in advance. The Artist(s) will be paid for services rendered at Tafelmusik scale. Tafelmusik is under no obligation to pay for activities outside of the Artist's scheduled services.
- (b) The engagement in private lesson coaching, chamber music coaching, lectures, and masterclasses will be done by mutual agreement between Tafelmusik and the individual Artist. Tafelmusik will not require an individual Artist to participate in private lesson coaching, chamber music coaching, lectures and masterclasses if the Artist does not wish to do so.
- (c) To contribute to: i) the short- and long-term success of Tafelmusik's artist training programs, and ii) to the good relations between Tafelmusik and the participants, the Artist(s) will make best efforts to be available for the education residency participants' individual inquiries and for scheduled social events for the Artist(s) and education residency participants.

2.0 REMUNERATION FOR ARTIST TRAINING

2.1 TBSI Flat Rate and Guarantee

Tafelmusik will pay the Artist for scheduled masterclasses, chamber music coaching, private lessons, lectures, faculty meetings, rehearsals, warm-ups, and concerts at the TBSI Flat Rate:

2.1 Rates	24/25	25/26	26/27
TBSI Flat Rate	\$4,000.00	+4.0% \$4,150.00	+3.0% \$4,275.00
TBSI Guarantee (included in 3.1 Total Season Fee)	\$2,000.00	\$1,000.00	\$0.00

Remuneration for any additional artist training program arising in the term of this Agreement will be negotiated with the Orchestra Committee on an as-needed basis.

2.2 Per-Service Remuneration

- (a) *Masterclass* Hourly rate, pro-rated per quarter hour
One (1) hour minimum call

2.2 (a) Masterclass	24/25 +10% + 3%	25/26 +2.0%	26/27 +2.0%
Rate	\$212.75	\$217.00	\$221.25

- (b) *Chamber Music Coaching or In-House Chamber Concert* Hourly rate, pro-rated per half hour
One (1) hour minimum call

2.2 (b) Chamber Music Coaching	24/25 +10% + 3%	25/26 +2.0%	26/27 +2.0%
Rate	\$106.25	\$108.25	\$110.50

- (c) *Private Lesson* Hourly rate, pro-rated per half hour
One (1) hour minimum call

2.2 (c) Private Lesson	24/25 +10% + 3%	25/26 +2.0%	26/27 +2.0%
Rate	\$106.25	\$108.25	\$110.50

- (d) *Lecture* Hourly rate, pro-rated per half hour
One and a half (1.5) hour minimum call

2.2 (d) Lecture	24/25 +10% + 3%	25/26 +2.0%	26/27 +2.0%
Rate	\$212.75	\$217.00	\$221.25

- (e) *Faculty Meeting* Hourly rate, pro-rated per half hour
One (1) hour minimum call

2.2 (e) Faculty Meeting	24/25 +10% + 3%	25/26 +2.0%	26/27 +2.0%
Rate	\$53.50	\$54.50	\$55.50

- (f) *Sectional Coaching* Hourly rate, pro-rated per half hour
One (1) hour minimum call

2.2 (f) Sectional Coaching	24/25 +10% + 3%	25/26 +2.0%	26/27 +2.0%
Rate	\$106.25	\$108.25	\$110.50

- (g) *Shared Masterclass Coaching* Hourly rate, pro-rated per quarter hour
One and a half (1.5) hour minimum call

2.2 (g) Shared Masterclass Coaching	24/25 +10% + 3%	25/26 +2.0%	26/27 +2.0%
Rate	\$106.25	\$108.25	\$110.50

- (h) *Tafelmusik Orchestra for Tafelmusik and Participant Orchestra Performances*
 Remuneration for rehearsals, warm-ups, and concerts for Tafelmusik Artists performing in:
 i) Tafelmusik orchestra concerts, ii) Tafelmusik faculty concerts, or iii) participant orchestra
 concerts will be paid as set out in the Core Orchestra General Agreement.

Payment will be made within ten (10) business days of the last day of the artist training residency.

3.0 PENSION CONTRIBUTION

Tafelmusik will contribute to the Musicians' Pension Fund of Canada on behalf of the Artist at the following rates based on the Artist's services. For non-core musicians, see Side Letter No. 1.

3.0 Pension Contribution	24/25	25/26	26/27
	+1%	+1%	+1%
Rate	12%	13%	14%

4.0 MISCELLANEOUS

This Addendum forms an integral part of the Core Orchestra General Agreement.

Changes and adjustments to this Addendum may arise outside the framework of the Tafelmusik Core Orchestra General Agreement 2024-2027 negotiations, and will be conducted between the Executive Director, the Director of Artistic Administration and Operations or their designate(s), and the Orchestra Committee. The Orchestra Committee will communicate the details of those discussions with the core orchestra and will have the responsibility of conducting votes of the core orchestra concerning any substantive changes.

5.0 GOVERNING LAW

This Addendum is governed by the laws of Ontario.

Dated this 5th of December, 2024.

Tafelmusik



Glenn Hodgins, Executive Director
 Authorized Signature for Tafelmusik



Christopher Paige, Chair, Board of Directors
 Authorized Signature for Tafelmusik

Toronto Musicians' Association



Dusty Kelly, Executive Director
 Authorized Signature for
 Toronto Musicians' Association,
 Local 149, AFM



Les All, President
 Authorized Signature for
 Toronto Musicians' Association,
 Local 149, AFM

ADDENDUM B
to
CORE ORCHESTRA GENERAL AGREEMENT
July 1, 2024 - June 30, 2027

Between:

TAFELMUSIK
an Ontario body corporate
427 Bloor Street West, Toronto, Ontario M5S 1X7

("Tafelmusik")

and

TORONTO MUSICIANS' ASSOCIATION LOCAL 149 (TMA)
of the American Federation of Musicians AFL-CIO-CLC
2 Sousa Mendes Street, Toronto, Ontario M6P 0A8
on behalf of the Artists defined in Appendix A

(the "Artist(s)")

DRESS CODE

PREAMBLE

The purpose of Tafelmusik's dress code is to establish a uniformly elegant, professional image on stage that contributes to the concert environment for our audience. Tafelmusik is a world-class orchestra on the highly competitive international concert stage and wishes to represent itself as such. The formal and mainstage dress codes therefore require a consistent level of formal evening attire.

The orchestra's performance attire must be neat and wrinkle-free, and tailored performance attire is expected at all times.

The colour of all black garments must be unequivocally black, not faded black.

Wrinkled clothing, casual pants and casual shoes are not acceptable.

The choice of dress code is at the discretion of Management. Tafelmusik will make best efforts to provide fourteen (14) days notice of this dress code prior to the Artist's first service.

It is important to note that warm-weather attire is concert attire and must reflect the professional appearance of the Artist and orchestra.

The Director of Artistic Administration and Operations or their designate is charged with putting the dress code into effect and may require a musician to replace their attire if it does not meet required standards. The Director of Artistic Administration and Operations may consult with the Steward on matters of compliance; if the Steward is the subject of non-compliance, the Director of Artistic Administration and Operations may consult with other members of the Orchestra Committee, acting as Steward.

It is understood that for performances at Trinity St. Paul's Centre between May 1 to September 30, warm weather attire shall be worn unless cooler conditions justify mainstage performance attire. For international performances, Toronto mainstage performances with choir, and others, formal attire may be chosen. The Director of Artistic Administration and Operations or their designate, after consultation with the Dress Committee, will decide if such climatic conditions justify alteration to the dress code.

In the case of any issues of appropriateness of the Artist's attire, the Director of Artistic Administration and Operations or their designate shall have the final say.

It is understood that exceptions to the dress code will be made for the Music Director, guest directors, and guest soloists.

Unless otherwise specified by Tafelmusik, performance attire shall be as outlined below. The Artist shall select articles of clothing from the following attire categories as chosen by the Director of Artistic Administration & Operations or their designate at any given time:

1.0 MAINSTAGE PERFORMANCE ATTIRE

For the purposes of attire, mainstage performances include Toronto mainstage performances, tours as deemed appropriate, and evening runouts.

1.1 Mainstage Performance Attire

- (a) Solid, unequivocally single-breasted black business suit (not gray, charcoal or blue; no suit vests) neatly pressed
- (b) Bright white (not cream or patterned) long-sleeved dress shirt with regular collar, neatly pressed
- (c) Elegant necktie in a single modest colour or subdued pattern (no stripes)
- (d) Black dress belt with modest black, silver or gold buckle
- (e) Black calf-length dress socks
- (f) Polished black dress shoes (not casual or walking shoes)

and/or

Long black attire; options:

- (a) Black dress top or blouse, with full or three-quarter ($\frac{3}{4}$) length sleeves preferred
- (b) Black tailored formal evening dress pants (length to meet top of shoe heel) or black tailored dress skirt or dress (length to be 5 inches/12 centimetres above the ankle or lower, sitting and standing)
- (c) Black hose, sheer, opaque, or modestly textured (no lace; no socks)
- (d) Polished black formal evening dress shoes
- (e) Gold accents welcomed, no sequins

1.2 Mainstage Theatrical Performance Attire (all black)

- (a) Solid, unequivocally single-breasted black business suit (not gray, charcoal or blue; no suit vests), neatly pressed
- (b) Black long-sleeved dress shirt with regular collar, neatly pressed
- (c) Black necktie
- (d) Black dress belt with modest black, silver or gold buckle
- (e) Black calf-length dress socks
- (f) Polished black dress shoes (not casual or walking shoes)

and/or

Long black attire; options:

- (a) Black long-sleeved dress top or blouse (no gold accents)
- (b) Black tailored/dress pants (length to meet top of shoe heel) or black tailored dress skirt (length to be 5 inches/12 cm above the ankle or lower, sitting and standing)
- (c) Black hose or socks
- (d) Polished black dress shoes, suitable for movement while playing
- (e) No reflective jewelry, discreet jewelry only

2.0 FORMAL PERFORMANCE ATTIRE

For the purposes of attire, formal attire may be chosen for performances including selected international tours and Toronto mainstage performances as deemed appropriate by Tafelmusik.

- (a) Full black dress tails
- (b) Plain-front or pleated white long-sleeved formal shirt with wing or regular collar, neatly pressed, no ruffled shirts
- (c) White vest preferred or black cummerbund, neatly pressed
- (d) White bow tie
- (e) Black calf-length dress socks
- (f) Polished black dress shoes (not casual or walking shoes)

and/or

Long black attire; options:

- (a) Black dress top or blouse, with full or three-quarter ($\frac{3}{4}$) length sleeves preferred
- (b) Black tailored formal evening dress pants (length to meet top of shoe heel) or black Tailored dress skirt or dress (length to be 5 inches/12 centimetres above the ankle or lower, sitting and standing)
- (c) Black hose, sheer, opaque or modestly textured (no lace; no socks)
- (d) Polished black formal evening dress shoes
- (e) Gold accents welcomed, no sequins

3.0 WARM WEATHER PERFORMANCE ATTIRE

- (a) Solid black long-sleeved dress shirt, neatly pressed, tucked and fully buttoned cuffs and shirt front (collar button preferred)
- (b) Black tailored dress pants with black dress belt
- (c) Black calf-length socks
- (d) Polished black dress shoes

and/or

- (a) Black dress top or blouse with black tailored dress pants (length to meet top of shoe heel) or black tailored dress skirt (knee-length hem), or
- (b) Black dress (knee-length hem)
- (c) Black hose, sheer, opaque or modestly textured (no lace; no socks)
- (d) Polished black dress shoes or dress sandals

4.0 EDUCATION, OUTREACH, AND FAMILY MATINÉE PERFORMANCE ATTIRE

- (a) Solid jewel-toned dress shirt with vibrant fabric or black dress shirt, with or without a vibrant single-colour long necktie, neatly pressed, tucked, and fully buttoned cuffs and shirt front; no pastels, gray, charcoal, or faded colours
- (b) Black tailored dress pants with black dress belt; no chinos or jeans
- (c) Black calf-length dress socks
- (d) Polished black dress shoes

and/or

- (a) Solid jewel-toned top or blouse with vibrant fabric, or black top or blouse with full or three-quarter ($\frac{3}{4}$) length sleeves preferred
- (b) Black tailored/dress pants (length to meet top of shoe heel) or black dress skirt (length to be below the knee, sitting or standing)
- (c) Hose, sheer, opaque or modestly textured (no lace; no socks)
- (d) Polished black dress shoes

5.0 OPERA ATELIER PERFORMANCE ATTIRE

- (a) Solid black long-sleeved dress shirt, neatly pressed, tucked, and fully buttoned cuffs and shirt front (collar button preferred)
- (b) Black tailored dress pants with black dress belt
- (c) Black calf-length socks
- (d) Polished black dress shoes

and/or

Long black attire; options:

- (a) Black long-sleeved dress top or blouse
- (b) Black tailored dress pants (length to meet top of shoe heel) or black tailored dress skirt (length to be 5 inches/12 cm above the ankle or lower, sitting and standing)
- (c) Black hose or socks
- (d) Polished black dress shoes
- (e) No reflective jewelry, discreet jewelry only

6.0 MISCELLANEOUS

This Addendum forms an integral part of the Core Orchestra General Agreement.

Changes and adjustments to this Addendum may arise outside the framework of the Tafelmusik Core Orchestra General Agreement 2024-2027 negotiations, and will be conducted between the Executive Director, the Director of Artistic Administration and Operations or their designate(s), and the Dress Committee. The Dress Committee will communicate the details of those discussions with the core orchestra and will have the responsibility of conducting votes of the core orchestra concerning any substantive changes.

7.0 GOVERNING LAW

This Addendum is governed by the laws of Ontario.

Dated this 5th of December, 2024.

Tafelmusik



Glenn Hodgins, Executive Director
Authorized Signature for Tafelmusik



Christopher Paige, Chair, Board of Directors
Authorized Signature for Tafelmusik

Toronto Musicians' Association



Dusty Kelly, Executive Director
Authorized Signature for
Toronto Musicians' Association,
Local 149, AFM



Les Allt, President
Authorized Signature for
Toronto Musicians' Association,
Local 149, AFM

SIDE LETTER No. 1

**CORE ORCHESTRA GENERAL AGREEMENT
July 1, 2024 - June 30, 2027**

Pertaining to the Engagement of Non-Core (Extra and Substitute) Artists

1. For all Toronto live services and runouts (as defined in Article 1.1 (av) in the Core Orchestra General Agreement), non-core (i.e. extra and substitute) Artists shall be members of the AFM. Non-core Artists shall be compensated for all live services subject to the TMA Tariff of Fees and will receive Musicians' Pension Fund of Canada benefits in accordance with Article 3.5 of this Agreement.
2. Non-core musicians booked for artist training services such as private lessons, chamber music coaching, lectures, masterclasses, and the faculty chamber music concert shall be compensated at the established Tafelmusik core orchestra rates as per Addendum A.
3. For each tour day as defined in Article 1.1 (bf) in the Core Orchestra General Agreement, Tafelmusik will pay the non-core Artist a daily fee according to the schedule below, plus the appropriate per diem, whether it is a travel, concert, rehearsal, or rest day, except that if a tour day includes a filming/recording session, Tafelmusik will pay in accordance with the appropriate AFM agreement instead of the tour daily fee.

Non-core Artist Daily Fee	24/25	25/26	26/27
Rate	\$206.00	\$207.00	\$208.00

4. Non-core Artists engaged for a memorized program or memorized program tour shall receive the same memorization fee premiums as detailed in Article 3.2 (i) and 4.1 (f) in the Core Orchestra General Agreement, and other touring benefits as with core players engaged for the same tour.

This Side Letter does not apply to conductors, directors, guest soloists, and choral artists who are governed under other agreements.

Dated this 5th of December, 2024.

Tafelmusik



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SIDE LETTER No. 2

**CORE ORCHESTRA GENERAL AGREEMENT
July 1, 2024 - June 30, 2027**

Pertaining to Personal Use of Archival Recordings

It is agreed that should an Artist request personal use of an archival recording produced by Tafelmusik under this Agreement for study, grant application, or any similar use, the Artist must make a request for such use to Tafelmusik and the TMA. The TMA will consider the request based on the standard AFM requirements and restrictions and the Artist will be responsible fulfill all conditions as requested by the TMA and AFM.

Dated this 5th of December, 2024.

Tafelmusik



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SIDE LETTER No. 3

CORE ORCHESTRA GENERAL AGREEMENT July 1, 2024 - June 30, 2027

Pertaining to Search Committees for the Music Director and/or Executive Director

In the event that the positions of Music Director and/or Executive Director of Tafelmusik should become vacant during the term of this Agreement, any Search Committee charged by Tafelmusik with the task of filling that vacancy should include at least two (2) core players. The musician representatives will be chosen by a vote of the Personnel Committee, as defined in Article 1.1 (ap) of the Core Orchestra General Agreement. The Orchestra Committee will conduct the vote.

The musician representatives appointed to serve on the Music Director Search Committee and/or Executive Director Search Committee, while representing the views of their orchestra colleagues, will act in the best interests of the organization, while also sharing their expertise on period performance directors, conductors, and music directors in the case of a Music Director search.

It is understood that the names of all applicants are highly confidential, and that the confidentiality of all Search Committee members will be required during specific periods of time.

All Search Committee members must declare any potential conflict of interest. In the event that a fellow Search Committee member has a concern about a potential declared or undeclared conflict of interest of another Search Committee member, that concern should be raised with the Chair of the Tafelmusik Board of Directors. If the Search Committee member in question is a musician representative, the Chair will attempt to resolve the matter informally through discreet discussions with the Orchestra Committee. If the matter cannot be resolved informally, the issue of whether a conflict exists will be put to the Board of Directors for resolution by majority vote. If a conflict is found to exist, the Personnel Committee will be asked to appoint another musician representative.

The Board members of the Search Committee may also require in-camera sessions without Management or musicians present, given that the positions of Music Director and Executive Director both report directly to the Board of Directors. The outcomes from the in-camera sessions will be discussed with the musician and Management Search Committee members prior to any commitment of engagement taking place.

The Search Committee will make the recommendation for the appointment of the Music Director and/or Executive Director to the Board of Directors. As both these positions will report directly to the Board of Directors, and further to Article 9.0 of the Core Orchestra General Agreement, the final decision for the appointment of the Music Director and/or Executive Director will be made by majority vote of Tafelmusik's Board of Directors, of which the ex- officio orchestra Board representative is a part.

Dated this 5th of December, 2024.

Tafelmusik



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Authorized Signature for Tafelmusik




Christopher Paige, Chair, Board of Directors
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Toronto Musicians' Association



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SIDE LETTER No. 4

CORE ORCHESTRA GENERAL AGREEMENT

July 1, 2024 - June 30, 2027

Pertaining to Article 5.2 Filming and Recording Remuneration

It is agreed that for studio-recorded commercial CDs, Tafelmusik will engage the Artist at the AFM Low Budget Recording Rate, with no health and welfare contribution required. In addition, the core players have offered to perform at one (1) rehearsal per studio recording at no extra remuneration, subject to Articles 7.4, 8.4, 12.2 and 12.3.

Dated this 5th of December, 2024.

Tafelmusik



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SIDE LETTER No. 5

**CORE ORCHESTRA GENERAL AGREEMENT
July 1, 2024 - June 30, 2027**

Pertaining to Per-Service Remuneration for Opera Atelier

1. For Opera Atelier productions during the term of this Agreement, the Artist will be paid for all rehearsals, warm-ups, and concerts at the Opera Atelier Rate as follows:

1. Opera Atelier Rate	24/25 +3.0%	25/26 +2.0%	26/27 +2.0%
Rehearsals	\$84.75	\$86.50	\$88.25
Warm-ups	\$84.75	\$86.50	\$88.25
Concerts	\$339.75	\$346.50	\$353.50

2. The parties agree to suspend all Principal Chair designations except for the Concertmaster designation as set out in 3.

3. Any Artist designated as Concertmaster for an Opera Atelier production will be paid at the Opera Atelier Concertmaster rate as follows:

3. Opera Atelier Concertmaster Rate	24/25 +3.0%	25/26 +2.0%	26/27 +2.0%
Rehearsals	\$127.00	\$129.50	\$132.00
Warm-ups	\$127.00	\$129.50	\$132.00
Concerts	\$506.25	\$516.25	\$526.50

4. For significant opera repertoire requiring out of the ordinary preparation and performance, eligible continuo players will be paid a premium of fifteen percent (15%) above the rates noted in 1. Determination of significant repertoire and eligible continuo players are at the sole discretion of the Music Director, on a case-by-case basis.

5. Pension Contribution:

5. Rate	24/25 +1%	25/26 +1%	26/27 +1%
Pension contribution	12%	13%	14%

Dated this 5th of December, 2024.

Tafelmusik



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