
Collective Agreement

Between

Toronto Symphony Orchestra

and

Toronto Musicians' Association

**Begins:
06/01/2004**

**Terminates:
06/30/2006**

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February 10, 2004

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PREAMBLE

The general purpose of this Agreement is to establish and maintain mutually satisfactory relations between the Toronto Symphony Orchestra (the "TSO") and its musicians, represented by The Toronto Musicians' Association, Local 149, A. F. of M. (the "TMA"). This Agreement provides the process for the prompt and equitable disposition of grievances, and defines the agreed-upon working conditions, hours, and remuneration for all musicians who are subject to the provisions of this Agreement.

ARTICLE 1 - DEFINITIONS

PARTIES TO THE AGREEMENT

TSO: **Toronto Symphony Orchestra -- Management**
These terms are both taken to mean the Management of the Toronto Symphony Orchestra and are thus interchangeable.

TMA: the Toronto Musicians' Association, Local 149, A. F. of M.

Federation: the American Federation of Musicians.

Musician/Player/Orchestra Member:

Whenever any of these terms are used herein, they shall be considered to be interchangeable and shall be taken to include the Librarians (further defined in Article 6.8), the Orchestra Personnel Manager (further defined in Article 6.7).

Gender: Wherever the masculine is used herein, it shall be considered to refer also to the feminine.

Substitute Musician:

Any musician who is engaged on a temporary basis to substitute for an Orchestra Member who is on sick leave or other approved leave of absence, or to fill a vacancy.

Extra Musician:

A musician engaged on a temporary basis to supplement the regular complement of Orchestra Musicians [e.g., Saxophone, 8th Horn, 2nd Harp].

Regular Complement:

the Musicians of the Orchestra as defined in Article 4.1.

Titled Musician:

A musician who holds a titled chair (e.g., Concertmaster, Principal Oboe, Associate Principal Horn, Assistant Principal Viola).

WEEKS, SERVICES, AND RELATED TERMS

Week: Any seven (7) day period whose starting day and time remain constant throughout an entire season. For the life of this Agreement, the week shall start on Monday at 12:01 a.m.

Service: a rehearsal, open rehearsal, or concert.

Rehearsal: a preparation by the orchestra for a concert.

Open Rehearsal:

A rehearsal before an audience of students, donors, or volunteers of the TSO, and/or, in the case where admission is charged, members of the public.

Day Off: A day without work or travel lasting from 12:01 a.m. to the following midnight.

Theatrics: Physical or vocal action beyond that which is typically involved in instrumental performance.

Decorum: on-stage behaviour and dress.

Years of Service:

Whenever reference to years of service is made herein, it shall mean cumulative years of service.

ARTICLE 2 - TERM OF AGREEMENT

2.1 This Agreement shall be effective as of July 1, 2004, and will remain in force up to and including June 30, 2006. During the term of this Agreement, there shall be two seasons as follows:

- 2004/2005 Season: 40 contiguous paid weeks between July 1, 2004 and June 30, 2005
- 2005/2006 Season: 42 contiguous paid weeks between July 1, 2005 and June 30, 2006.

2.2 Should the TSO schedule additional weeks not contiguous to those outlined above, such weeks will be optional for all players. Any musician opting out of services in non-contiguous weeks will not be paid for those services. Should a week in one season be contiguous with a week in another season, the week(s) shall be considered contiguous for the purposes of this Agreement and shall therefore not be considered optional.

ARTICLE 3 - FEDERATION RULES AND RECOGNITION

It is agreed that all rules, laws, and regulations of the AFM of the United States and Canada are made part of this Agreement. All rules, laws, and regulations of the TMA, insofar as they are not in conflict with those of the Federation or the provisions of this Agreement, shall also be made part of this Agreement.

Each musician, as a condition of engagement and of continued engagement, shall be and remain a member in good standing of the TMA for the symphony seasons covered by the term of this Agreement.

Upon written notice from the TMA, the TSO agrees that it will deduct from any fees payable to the musicians the amount of any dues or assessments levied by the TMA, the AFM, and/or OCSM for TSO activities.

ARTICLE 4 - GENERAL CONDITIONS

4.1 Prior to the commencement of each season of this Agreement, the TSO shall have under standard personal contract not fewer than the minimum number of musicians as outlined below:

2004/2005	98 musicians
2005/2006	98 musicians

4.1.1 These minimum numbers may only be achieved through vacancies resulting from a resignation, retirement, or death of a musician. It is recognized that the TSO may commence the season with fewer than 98 musicians under contract due to unfilled vacancies resulting from resignations or the death of a musician. The TSO, however, will fill vacancies in accordance with Article 14 as soon as practicable.

4.1.2 Notwithstanding anything else in this Article 4, the requirement to fill vacancies in order to achieve the number of musicians in Article 4.1 shall be waived for the two seasons covered by this Agreement.

4.1.3 The obligation of the TSO under Article 4.1 will not in itself preclude the TSO from engaging in addition to the number of players mentioned above, any musician who is a member in good standing of the AFM, before it has the minimum number of Local musicians under contract, provided that this does not relieve the TSO of its obligation to have the minimum number of Local musicians under contract at the commencement of each season, and further provided that there is compliance with the provisions of Article 14 of this Agreement. If the obligation to have the minimum number of Local musicians under contract cannot be met, then permission must be sought from the Board of Directors of the TMA for relief of the obligation, it being agreed that such permission shall not be unreasonably withheld.

ARTICLE 5 - INDIVIDUAL CONTRACTS

5.1 The TSO shall engage directly each musician for the season to perform on the instrument or instruments as specified, and the weeks to be utilized, as far as possible, in his or her individual contract. Any extra or substitute musician shall similarly be engaged by the TSO.

5.2 Musicians' Contracts

The TSO undertakes to submit to each musician in the Orchestra a personal contract for services specifying the weeks of service for the ensuing season. This contract will be submitted between February 1st and April 1st of each year. The musician shall signify his acceptance or rejection of such contract in writing within one (1) month from the date of such submission and, if accepted, then the TSO shall file one (1) copy of each contract with the office of the TMA. Notwithstanding anything else in this Article 5.2, the TSO is not obligated to submit contracts once formal and official negotiations for a renewal of this Agreement have commenced, as per Article 27, but have not been concluded.

5.3 Orchestra Personnel Assignments

Any issues with regard to personnel assignments in any TSO services can be the subject of formal meetings and discussions between the Music Director or his designate and the musicians and sections involved. The decision of the Music Director or his designate will be final. All such meetings and discussions are to be arranged through the Personnel Manager.

5.4 Competitive Engagements

During the period of contracted services herein, musicians may perform with other organizations except when required by the TSO. Musicians are not required when on unpaid leave, as defined in Article 12.4 in its entirety, or during non-service periods, as defined in Article 9.

5.5 The musicians may advertise, produce, and present orchestral or ensemble concerts outside the regularly scheduled services of the TSO, and any such concerts may use the name "Members of the Toronto Symphony Orchestra", provided that:

- (a) Approval, which will not be unreasonably withheld, is secured from Management in writing.
- (b) Advertisements for such concerts will not include or imply any endorsement of such concerts by the management and/or Board of the TSO.
- (c) It is understood and agreed that the management and Board of the TSO accept no legal or financial responsibility or liability with respect to such concerts.
- (d) The name "Toronto Symphony Orchestra" is otherwise protected.

ARTICLE 6 - OBLIGATIONS OF MUSICIANS

6.1 Orchestra Availability

The members of the orchestra shall make themselves available at all times during the contracted hours of rehearsals and concerts, subject to the direction of the Orchestra Personnel Manager or Assistant Personnel Manager, in consultation with the Conductor or his designate.

6.1.1 Unavoidable Absences

Musicians shall endeavour to schedule all personal appointments (e.g., medical, dental, personal business) so as not to conflict with TSO services. In the event that unavoidable cause makes it necessary for any musician to be absent from any rehearsal or concert, he will in every instance notify the Orchestra Personnel Manager or Assistant Personnel Manager, or in their absence, the Management.

6.1.2 Tuning

It shall be the responsibility of each musician to be on stage properly prepared for the tuning procedure five (5) minutes before the scheduled start of each rehearsal and concert. The pitch of the Orchestra is to be set at A-440 but, in any event, not higher than A-442.

6.1.3 Photo Call

All members of the orchestra will make themselves available for two photo calls per season. One photo call of one half (½) hour, contiguous to a previously scheduled service, may be scheduled without additional fee. In addition, one regularly scheduled rehearsal per season may be photographed without additional fee. The dress for both photo calls will be determined by the Management.

6.2 Individual Practice

It is the responsibility of each musician to individually practice, at his own time and expense, in order to adequately perform the music required for each rehearsal and concert. It is acknowledged that each musician may maintain a studio in his/her home or elsewhere for this purpose.

6.3 Dress

The musicians shall supply and appear in clothes appropriate for each occasion. Such clothes shall be cleaned and pressed, and shoes shined. Appendix "A", attached hereto, is hereby incorporated into this Agreement.

6.4 Theatrics

If any individual musician(s) is/are singled out and required to participate in "theatrics" during a concert service, then his/their permission will be sought and received by Management in advance of the concert service.

6.5 Strings

6.5.1 String Rotation

- (a) The seating shall be on a periodically rotating basis throughout the year for all members of the string sections other than the first two stands of the first violin, second violin, viola, and cello sections and the first stand of the double bass section.
- (b) Rotation shall occur in the following manner: the outside player moves up one stand, the inside player moves back one stand. This movement is circular: clockwise for the violas, celli, and basses; and counter-clockwise for the violins.
- (c) This rotation revolving system shall be continued unless changes thereto are mutually agreed. Members of the string sections who rotate shall be listed in the programme in alphabetical order.
- (d) Notwithstanding anything else in Article 6, it is understood that seating **is** at all times the prerogative of the Music Director, which for certainty includes his right to require a section to rotate.
- (e) With regard to tours, string players shall remain in their positions for the duration of the tour, including rehearsals and concerts of the tour programme repertoire prior to departure.
- (f) For non-rotating players and/or non-rotating sections, individual string seating will be distributed with the personal contracts, but will not become a part of the personal contract.
- (g) Services off for string players as a result of reduced string section assignments will be implemented as fairly, equitably, and logically as possible; but it is recognized that artistic considerations may require alterations in the ordering of string rotation from time to time at the discretion of the Music Director.

6.5.2 Bowings

In conjunction with the Music Director or visiting conductor, Principal string players will be responsible for the bowings for their respective sections. Bowings must be in the **parts** for rehearsals and should not be changed after the final rehearsal before a concert.

6.6 Winds, Brass, Percussion

The Orchestra Personnel Manager shall make best efforts to ensure that part assignments are finalized and made available 30 days in advance of the first service to which they pertain. All parties to this Agreement will make best efforts to facilitate this objective. For clarity, it is noted that Article 6.1 takes precedence over anything in this Article 6.6.

6.7 Orchestra Personnel Manager

The parties recognize and agree that the Orchestra Personnel Manager or the Assistant Personnel Manager, while covered by the terms of this Agreement, has the authority and responsibility to require compliance by members of the orchestra to the terms of this Agreement. The Orchestra Personnel Manager shall be charged with protecting the interests of the musicians covered by this Agreement, as well as the interests of the TSO. The Orchestra Personnel Manager shall be responsible for the observance of the rules of the TMA, and shall be required to report any infractions of such rules to the TMA and to the TSO. As liaison between management, musicians, conductors, and the TMA, the Orchestra Personnel Manager shall be accorded the cooperation and the assistance of all parties to this Agreement. The Orchestra Personnel Manager is charged with the responsibility of superintending problems of seating space, sight lines, light, temperature, and the safety of instruments with a view to safeguarding the health and well being of the musicians at all times. Should the Orchestra Personnel Manager have reasonable cause which might necessitate the temporary or permanent halt of rehearsal and/or concert, he has the responsibility to consult immediately with the TSO in order to resolve this problem to the satisfaction of all parties.

6.8 Librarians

Librarians shall be engaged on the basis of a 35-hour week after which overtime payments begin provided there has been consultation with the TSO.

ARTICLE 7 - SERVICES: SCHEDULING, DURATIONS, AND CONDITIONS GOVERNING REHEARSALS AND CONCERTS

For the life of this Agreement the week shall start on Monday at 12:01 a.m. The Orchestra Committee must be notified of any change to the starting day of the week at least four (4) months prior to the beginning of the season in which such change is to occur.

7.1 In the event that a request is made to charge admission for more than six (6) open rehearsals per season, said request must be submitted at least four (6) weeks in advance to the Orchestra Committee for consideration. In addition, if there will be only one (1) rehearsal for a concert or programme, and the TSO wishes it to be an open rehearsal, then a request must be submitted at least four (4) weeks in advance to the Orchestra Committee. These requests will be granted only by approval of the Orchestra Committee. The decision of the Orchestra Committee will

be communicated to the TSO within ten (10) working days of notification of the request. In any event, such permission will not be unreasonably withheld.

7.2 Scheduling

In any week of the season, the TSO may schedule eight (8) services, except as specified below.

7.2.1 9-Service Weeks

The TSO may schedule a maximum of nine (9) services per week in each of eight (8) weeks per season, provided that each such 9-service week is offset by a 7-service week elsewhere in the same season. These services may be used for rehearsals or concerts, with no limitations on the ratio of rehearsals to concerts in each week. For clarity, these eight 9-service weeks are inclusive of any 9-service weeks as defined in 7.2.4.

7.2.2 10-Service Weeks

The TSO may schedule a maximum of ten services in each of 6 (six) weeks of the season, provided that each such 10-service week is offset by a 6-service week elsewhere in the same season. These services may be used for rehearsals or concerts, with no limitations on the ratio of rehearsals to concerts in each week. No more than two (2) of these 10-service weeks may be scheduled consecutively. For clarity, these 10-service weeks are exclusive of Student Concert weeks, as defined in 7.2.3.

7.2.3 Students' Educational Concert Weeks

- (a) The TSO may schedule four (4) complete weeks of students' educational concerts. The scheduling of services for such students' educational concerts may be as follows:
 - (i) Nine (9) concerts in one (1) week and one (1) rehearsal service of two and one-half (2½) hours; or
 - (ii) Ten (10) concerts with no rehearsal service; or
 - (iii) Eight (8) concerts with two (2) rehearsal services of one and one-half (1½) hours each, without break or entitlement thereto.
- (b) There may be two (2) students' educational concerts per day within normal school hours and within a period of four (4) hours at the same location; each concert must be programmed to a maximum of one (1) hour in duration. A five (5) minute grace period will be permitted on the first performance of a students' educational concert before overtime payments come into effect. There may be two (2) weeks or more with a full orchestra and/or two (2) weeks or less in other locations with an orchestra divided as per Article 7.2.5. In any event, there shall be not more than two (2) consecutive weeks scheduled for students' educational concerts. A week of student's

educational concerts may be split into segments: the TSO may use one (1) day (2 concerts), two (2) days (4 concerts), or three (3) days (6 concerts) and utilize the remainder of the week in services. If the TSO chooses to use the split week, then there can be no more than eight (8) services in that week.

7.2.4 YPC Concerts

The TSO may schedule up to five (5) three-service Saturdays for Young People's Concerts ("YPC"). These three-service Saturdays will be scheduled on the following basis: one and one-half (1½) hour rehearsal without intermission or entitlement thereto, and two (2) YPC series concerts of sixty (60) minutes each (repeated programme). A five (5) minute grace period will be permitted on the first performance of a YPC programme before overtime payments come into effect. The total elapsed period for rehearsal and concerts is not to exceed 5½ consecutive hours. **Any** week in which this clause is utilized and in which there are a total of nine (9) services will be offset by a seven (7) service week in the same season as per 7.2.1 above.

7.2.5 Split-Orchestra Weeks

Provided the application of this paragraph does not decrease the number of subscription weeks in any season, the orchestra may be split into two groups, eight (8) weeks per season, under the following conditions:

- (a) No Musician shall play in more than one group during one week.
- (b) Each group will have a minimum of ten players.
- (c) A conductor is not required provided there has been consultation with the Orchestra Committee.
- (d) Rehearsal for each group will occur only during the week of the split.
- (e) One or both groups may perform under the guidelines of Article 7.2.3.
- (f) One or both groups may perform services at appropriate venues within 125 km radius driving distance of Toronto City Hall on three occasions in each season of this Agreement, provided that all other terms stipulated elsewhere in this Agreement apply thereto. All Split-Orchestra services will be TSO ventures or joint TSO ventures, subject to the terms and conditions of the Agreement.
- (g) All decisions with regard to the assignment of musicians for Split-Orchestra services are the responsibility of the Music Director. Best efforts will be undertaken to distribute this work on an equitable basis.

7.2.6 Services Per Day

The orchestra shall not be required to give more than two (2) services in one (1) day, except as provided in Article 7.2.4. The TSO will endeavour to ensure that the next service following the conclusion of any evening service shall take place no earlier than twelve (12) hours after the conclusion of the evening service.

7.2.7 Days Off Per Week

There shall be two (2) days off per week except on a maximum of four occasions per season in which there may be only one day off per week. Such weeks with only one day off must be offset by three days off in another week of the same season. The TSO will endeavour to schedule as many of the two days per week consecutively as possible. There shall be no more than six (6) consecutive working days without a free day except in four (4) instances in each season of this Agreement where up to eight (8) consecutive working days without a free day may occur.

7.2.8 Change of Schedule

The TSO may make changes to the Schedule of Rehearsals and Concerts up to 30 days in advance of the date of the intended change. Compliance with such changes will be mandatory for all musicians with the exception of those who produce written proof of an unchangeable conflict booked prior to the intended change of service. In emergency situations, a change of schedule may be made less than 30 days in advance of the proposed change. Such change is understood to be beyond the reasonable control of the TSO. Such change will be mandatory for all musicians, save those who produce written proof on a conflicting engagement booked prior to the proposed change. In the event that the TSO wishes to make a non-emergency change of schedule less than 30 days before the proposed change, then the musicians will make best efforts to accommodate the change.

7.3 Durations and Conditions For Rehearsals

7.3.1 Rehearsal Services

Rehearsal services will be 2½ hours in duration, with three exceptions:

- (a) Pops series concerts for which a three-hour rehearsal will be permitted without entitlement by the musicians to overtime, provided that said rehearsal is the only rehearsal for the program in question.
- (b) In some situations the TSO must create, due to conductor or soloist availability or other unusual circumstance, a three (3) hour rehearsal in a week which is already fully scheduled. In such cases overtime payments will not apply provided that the TSO shortens another rehearsal elsewhere in that week to two hours.
- (c) Should special circumstances such as a major tour and/or run-out necessitate an additional instance, the Orchestra Committee will be consulted. On a day with an afternoon and an evening rehearsal, the dinner break will be no less than one and one-

half (1½) hours. Timekeeping at rehearsals will be the responsibility of the Stage Production Manager, or in his absence, his designate.

7.3.2 Intermissions at Rehearsals

There shall be a minimum intermission of ten (10) minutes per hour, five (5) minutes per half hour and two and one-half (2½) minutes for fifteen (15) minutes on all rehearsals, which intermission shall not be taken during the first half hour of any scheduled rehearsal exceeding one hour provided that two rest periods may be taken together. It is agreed that the orchestra may not rehearse more than one and one-half (1½) hours without an intermission. Up to two (2) minutes overtime is allowed per rehearsal for musical reasons, and any time over two (2) minutes is to be paid as unscheduled overtime. There shall be no entitlement to an intermission (or compensation for same) in any service, whether a concert or a rehearsal (and including services on tour) which is of a duration of one and one-half hours or less. This provision also applies to services which have been reduced in time to one and one-half hours or less from their original duration.

7.3.3 Rehearsal Weeks

All services in any week of the season may be scheduled as rehearsals provided that there are sufficient days off in the week in accordance with Article 7.2.7.

7.3.4 Split Rehearsals

- (a) The orchestra may be split for rehearsal purposes provided that:
 - (i) the overall time does not exceed three and one-half (3½) hours, and
 - (ii) any player is not required to be present more than two and one-half (2½) hours from the time they are called, and
 - (iii) each musician receives five (5) minutes of break per half hour of rehearsal.
- (b) This provision shall be permitted on eight (8) occasions other than dress rehearsals during a season.

7.4 Durations And Conditions For Concerts

7.4.1 Duration of Concerts

The duration of concerts shall be not more than two (2) hours and thirty (30) minutes except as provided below. Each concert shall include an intermission of not less than fifteen (15) minutes from the time the Concertmaster of the orchestra leaves the stage until he commences tuning the orchestra for the second half of the concert. The concert will be deemed to be over when the orchestra stops playing.

7.4.2 Concerts without Intermission

When concerts are not longer than one and one-half (1½) hours, it will not be necessary to provide an intermission, A five (5) minute grace period will be permitted on the first performance of a programme whose length is not more than one and one-half (1½) hours without intermission before overtime payments come into effect. On all subsequent performances applicable overtime payments will begin after one and one-half (1½) hours. Overtime payments will be paid as follows: first unit as per Article 8.6.2, second unit to be paid and computed at the rate of 1/20th of the contracted fee of each musician, and third and all subsequent units to be paid and computed at the rate of 1/10th of the contracted fee of each musician.

7.4.3 Outdoor Concerts

- (a) The TSO will endeavour to schedule outdoor concerts to have a duration of not more than one and one-half (1½) hours. Any delay in starting, or interruption of, any outdoor service up to a period of 30 minutes which is caused by inclement weather will not be included in the service durations set out in this Article for the purpose of calculating overtime payments. Musicians will be required to stay at the service venue for any such period **up** to 30 minutes. In a case where the concert is 2½ hours long, the 30-minute delay due to inclement weather will be included in the service durations set out in this Article for the purpose of calculating overtime payments.
- (b) The rescheduling of a concert due to inclement weather will not result in the total number of weekly services exceeding eight (8). Rain dates where necessary will be printed in the Schedule **Book** and are considered regular services.

ARTICLE 8 - FEES

8.1 Schedule of Fees

The minimum weekly fee for each musician shall be as follows:

	<u>2004/2005</u>	<u>2005/2006</u>
Weekly	\$ 1,537.50	\$ 1,568.25
Annual	61,500.00	65,866.50

8.1.1 The minimum fee is not to be construed as the maximum fee and a musician may negotiate with the authorised representative of the TSO for such higher fee as the musician and the TSO may agree upon.

8.1.2 All musicians are to be paid their fees bi-weekly. All payments will be made by **direct** deposit.

8.1.3 No tenured member of the orchestra will be paid a weekly salary less than the highest contracted weekly salary he received during the preceding season, plus the increases noted in Article 8.1.

8.1.4 Extra scheduled services are to be computed and paid at one eighth (1/8) of the musicians' weekly contracted fee.

8.2 Seniority Increments

8.2.1 Eligibility for the weekly seniority increment shall be effective at the beginning of the fifth season of cumulative employment and in five-year increments thereafter, in accordance with the following schedule:

<u>Full Years of Cumulative Employment</u>	<u>Weekly Seniority Increment</u>
5th through 9th year	\$ 20.00
10th through 14th year	40.00
15th through 19th year	60.00
20th through 24th year	80.00
25th year and over	100.00

8.2.2 For certainty, the musician's total number of seasons will be calculated as follows:

- (a) if a musician begins as a contracted member of the orchestra in the first half of any given season, then his seniority will be retroactive to the beginning of that season;
- (b) if a musician begins in the second half of any given season, then his seniority will be deemed to start at the beginning of the following season.

8.3 Step-Up Fees and Doubling

8.3.1 Strings

8.3.1.1 Rotating string players will receive a Universal Step-up of \$20.00 per week for each week of the season, which will cover all stepping up into the fourth, third, or second chairs (where applicable).

8.3.1.2 String players with "Concertmaster" in their title, or whose title is "Principal" do not receive the Universal Step-ups outlined in Article 8.3.1.1 above.

8.3.1.3 Assistant Principal strings will receive a step-up of \$30.00 per service for moving into the Principal chair only in the case of unpaid leaves of absence and/or extended illnesses of the relevant Principal player.

8.3.1.4 A Section player moving into the Principal chair will receive a step-up of \$30.00 per service under any circumstances, unless the musician is serving and being remunerated as Acting Assistant Principal.

8.3.2 Winds, Brass, Percussion

8.3.2.1 Section Wind, Brass, and Percussion players will receive a Universal Step-up of \$20.00 per week for each week of the season, which will cover all stepping up with the exceptions of all Principal positions. Wind players whose title is “Principal” or Associate Principal” do not receive the Universal Step-up.

8.3.2.2 The following step-ups apply for non-Principal players moving into the Principal chair:

Associate Principal playing in the Principal chair	\$30.00 per service
Section player playing in the Associate Principal chair	20.00 per service
Section player playing in the Principal chair	Subject to negotiation

8.4 Emergency Measures

- (a) In emergency situations, a musician may be required to move to a higher or lower chair, at the discretion of the Music Director, for no more than eight (8) services.
- (b) For the above-noted eight (8) services, the TSO is not obligated to hire a substitute musician if the numerical requirements, in the opinion of the Music Director or his designate, can be met by the remaining members of the section in question.

8.4.1 In non-emergency situations, no musician will be obligated to step up.

8.5 Doubling

In the event that a musician is required to play any instrument not specified in his or her personal contract the musician shall receive fifty percent (50%) of the miscellaneous symphonic fee as outlined in Article 10.2 for each service where such doubling is necessary. The Orchestra Personnel Manager must be informed by the affected musician of the doubling and, in consultation and agreement with the Music Director or in his absence the conductor, must approve of such orchestra doubling before the beginning of the first service in which such doubling occurs.

8.6 Overtime

8.6.1 Rehearsal Overtime - Scheduled and Unscheduled

The fee to be paid for unscheduled overtime on rehearsals is to be computed at 1/60 of the weekly contracted fee of each musician for each fifteen (15) minutes or fraction thereof. Only those musicians who actually perform the unscheduled overtime will be paid for it. The fee to be paid for

scheduled extra rehearsal time (i.e., scheduled overtime) is to be computed at the rate of 1/80 of the weekly contracted fee of each musician. The TSO must notify the musicians of scheduled extra rehearsal time not less than one week before the proposed extra time. In cases where scheduled overtime has been published in the Schedule of Rehearsals and Concerts, all regular musicians of the orchestra will receive payment for the scheduled overtime, unless management posts, not less than 30 days in advance, a list of musicians not required to perform such overtime sessions. Such advance notice will obligate the TSO to pay only those musicians actually performing the scheduled overtime. All rehearsal overtime is to be computed at the end of the regular pay week and may not be carried on from one week to another. Overtime will be paid when actual time spent in services exceeds 20 hours per week in an 8-service week, 22 ½ hours in a 9-service week, and 25 hours in a 10-service week, with the exception of any rehearsal without intermission which exceeds 90 minutes. In this instance, overtime will be paid at the unscheduled rate above for the first fifteen-minute unit, 1/30 of the contracted weekly fee for the second fifteen-minute unit, and 1/15 of the weekly contracted fee for the third and subsequent fifteen-minute units.

In each year of this Agreement, the TSO shall be allowed up to ten units of scheduled rehearsal overtime before the above rates are applicable, provided that none of these overtime units are scheduled in a 10-service week. No more than 4 (four) such units may be appended to any one service. This usage of such overtime units is restricted to those units scheduled not less than thirty (30) days prior to the scheduled service.

8.6.1.1 Overtime Obligation

All musicians under contract, if required, must remain up to a half-hour's overtime following any rehearsal immediately preceding a concert, and/or for such overtime that is in a printed schedule which has been distributed to the musicians, and/or for such overtime that has been added to a printed schedule under the terms of Article 7.2.8. In each case, the appropriate overtime rate will be paid for such rehearsal overtime as in Article 8.6.1.

8.6.2 Concert Overtime

- (a) Overtime on a concert performance commences at 2 hours and 30 minutes after the scheduled starting time of the concert and is to be paid and computed at the rate of 1/40 of the contracted fee of each musician for each fifteen (15) minutes or fraction thereof of overtime. Overtime payments shall be paid only to musicians required on stage for the actual overtime.
- (b) Timing of concerts will be the responsibility of the Production Manager or, in his absence, his designate.

ARTICLE 9 - OTHER COMPENSATION

9.1 During the seasons covered by this Agreement the following non-service weeks for each musician shall be in effect:

- (a) There will be a five (5) week non-service period for the entire orchestra distributed as follows:
- (i) two (2) weeks occurring at Christmas including Christmas Day and New Year's Day,
 - (ii) one (1) week scheduled to coincide whenever possible with the Ontario schools' March Break week, and
 - (iii) two (2) weeks scheduled at the discretion of the TSO.
- (b) However, should circumstances arise which necessitate any variation from the above, these will be discussed with and their solutions agreed upon by the Scheduling and Programming Sub-Committee, in consultation with the Orchestra Committee, and the TSO.
- (c) Each tenured musician shall receive an additional week, to be decided by the TSO, known as a rotating non-service period, for which he will be paid his full weekly contracted fee. This period shall be scheduled within the following restrictions:
- (i) The rotating non-service period may be taken as a complete week or, at the discretion of the individual musician, in consultation with the TSO through the Orchestra Personnel Manager or the Assistant Personnel Manager, as an accumulation of eight (8) services.
 - (ii) The TSO shall endeavour to schedule the rotating non-service period contiguous to an existing full orchestra non-service period, unless the musician requests otherwise. The TSO shall endeavour to plan its programming to facilitate this clause.
 - (iii) The notice period for rotating non-service periods will be as follows:

<u>Non-Service Period Occurring in Week</u>	<u>Notice Period</u>
5 to 8	4 weeks
9 to Christmas Holiday	8 weeks
After Christmas Holiday	12 weeks
 - (iv) The rotating non-service period may not be scheduled to occur during the first four (4) playing weeks of the season, unless requested by the respective musician.
 - (v) In cases of extreme emergency, the rotating non-service period may be changed after consultation and agreement with the respective musician.
 - (vi) Wherever practicable, married couples in the orchestra shall receive the same rotating non-service period unless they request otherwise.
 - (vii) The TSO shall endeavour to accommodate musicians' requests for specific rotating non-service periods on a first come, first served basis, provided such requests are made in writing. Seniority should prevail in granting such requests, provided all applications are submitted not later than October 1st of the appropriate season.

9.1.1 Scheduling of non-service weeks and rotating non-service weeks may be subject to the scheduling of international tours. These tours, if applicable, will be negotiated separately.

9.2 Religious Holidays and New Year's Day

9.2.1 There shall be no services scheduled on Rosh Hashanah, Yom Kippur, Christmas Day, Good Friday, Passover, Easter Sunday, and New Year's Day.

9.2.2 The TSO will pay time and one-half for New Year's Eve services.

9.3 String Relief Weeks

In each season of this Agreement each string player in the orchestra shall be entitled to one full week of relief (relief week) plus eight (8) additional services of relief, all of which shall be scheduled at the discretion of Management, who will make best efforts to ensure that such services provide actual relief as required by the individual players, and to give notice of relief weeks or services 30 days in advance of their occurrence.

9.4 Pension AFM-EPW Pension Fund Contributions

9.4.1 In addition to the musician's minimum basic weekly fee, the TSO agrees to pay a percentage of such fee, for each musician, to the AFM-EPW Fund (Canada) as follows:

2004/2005 Season: 9.0 percent

2005/2006 Season: 9.0 percent

9.4.2 This amount is to be forwarded monthly to the TMA, which in turn will process the records as shown in the Trust Agreement of the Pension Plan.

9.4.3 Continuation of Contributions

The contributions specified in Article 9.4.1 above shall continue to be made provided that such contributions fulfil and discharge any and all responsibility or liability of the TSO under the pension or retirement legislation as now in effect or as hereafter amended or adopted, otherwise the TSO shall be under no obligation to continue such contributions. In such event, the TSO shall continue equivalent payments to the musicians, as directed by the TMA, as a component of the overall compensation package.

9.4.4 Tax Implications

It is understood that the pension plan mentioned under Article 9.4.1 above shall at all times constitute a registered fund or plan with the Canada Customs and Revenue Agency and any other taxing authority and the payments to be made by the TSO shall be deductible in computing income under the applicable tax laws, should such laws hereafter apply to the TSO.

ARTICLE 10 - EXTRA AND SUBSTITUTE MUSICIANS

10.1 The TSO shall be permitted to engage extra and substitute musicians at the miscellaneous symphonic fee as outlined in Article 10.2. Musicians so engaged shall be present at all services for which they have been booked, unless otherwise advised by the Orchestra Personnel Manager or his Assistant, and shall be paid for said rehearsals and performances and any applicable overtime.

10.2 Miscellaneous Fees

Miscellaneous fees shall be paid as follows:

- (a) One eighth (1/8) of the basic minimum weekly fee per service, plus applicable contributions to the AFM/EPW (Canada) Fund.
- (b) For school concerts or rehearsals performed under the provisions of Article 7.2.3 and for YPC services performed under the provisions of Article 7.2.4, one tenth (1/10) of the minimum basic fee will be paid for each such service.

10.3 When an **extra** or substitute musician plays one or more doubles during any service or during any unit of overtime, or both, he shall be paid an additional 25% of the applicable session rate and the overtime related thereto for the first double, and an additional 15% for the second double, and 10% for the third double. There shall be no doubling fees for the extra or substitute percussionists. Extra or substitute harpists will be paid the miscellaneous symphonic fee in this Agreement plus the cost of cartage for the harp.

ARTICLE 11 - SCHEDULE DISTRIBUTION

The TSO will distribute to each musician a complete schedule of services, to include series, students' education matinees, out-of-town special concerts, plus rehearsals and concerts, not later than the first week of each season for the winter season, and not later than March 1st for the summer season. Such schedule will be distributed by the last week of the previous season, if possible. In any case, the schedule for the first four (4) weeks of the season will be distributed by the last week of the preceding season.

ARTICLE 12 - ABSENCES: ILLNESS, LEAVES

Members of the orchestra may absent themselves from rehearsals or concerts only in accordance with the provisions of this Article 12.

12.1 Illness

12.1.1 In the event of illness, the following provisions shall apply:

- (a) The musician must immediately contact the Orchestra Personnel Manager or the Management to inform the TSO of the nature of the illness and the estimated length of absence from the orchestra.
- (b) If the musician misses one (1) or more services because of illness, then he may be required to present a satisfactory doctor's certificate upon return to duty.
- (c) In the event of an illness which extends beyond one week, the TSO may, at its own expense, obtain a second opinion from a doctor of the TSO's choice. Should a dispute arise out of a disagreement between the two doctors, the two doctors shall choose a third, independent doctor whose opinion shall be final insofar as payment for services missed is concerned. Any expense relating to the third doctor shall be borne by the TSO.
- (d) A musician who is ill or disabled beyond the period of his sick leave and who applies in writing to the TSO shall be granted a leave of absence without pay for such illness or disability. In no case shall a musician be absent because of illness for a total period of more than three (3) years. If after more than three (3) years of absence a musician wishes to return to his position, then the TSO agrees to discuss such possibility with the Orchestra Committee. If an agreement cannot be reached, then the TSO can immediately terminate the musician's engagement without penalty or severance costs, notwithstanding any other provision of this Agreement.
- (e) Failure of a musician to comply with the provisions of this Article shall disqualify the musician from payment during the period of illness, and a proportionate amount of his pay shall be deducted for the services missed.
- (f) The TSO will pay a musician a cumulative maximum of six (6) months individual contracted fee for each illness (which includes reoccurrences of the same illness) duly supported by a doctor's certificate as above. The TSO's obligation shall be for a cumulative maximum of six (6) months individual contracted fee, for the same or substantially the same illness, after which period the musician shall:
 - (i) apply for long-term disability as per Article 12.1.1 (g) or;
 - (ii) return to active work or;
 - (iii) apply for any other leave outlined elsewhere in this Article 12.
- (g) The TSO will contribute premiums to a disability plan which may provide for benefits commencing three (3) months after the onset of the illness. The level of coverage as detailed under the LTD policy already in place will not be decreased during the term of this Agreement. For the first three months during which the musician is in receipt of benefits under the disability plan, the TSO will ensure that the musician's compensation is not less than what was received during the first three months of illness described as the "waiting period". This payment is to be made in

a manner consistent with the LTD policy. Responsibility for compensation under the disability plan shall be the sole responsibility of the insurer, in consultation with the insured musician. While on sick leave or while receiving compensation under the disability plan, the musician will continue to receive his full contributions to the AFM-EPW (Canada) Plan made on his behalf by the TSO, to a maximum of three (3) years.

12.2 Leaves with Pay

12.2.1 In this Article 12.2, “immediate family” shall mean the musician’s spouse, parents, grandparents, children, sisters, and brothers; and shall mean the musician’s spouse or spouse equivalent and the parents, grandparents, and siblings of said spouse or spouse equivalent.

12.2.2 Upon the marriage, birth or death of a member of a musician’s immediate family, leave with pay, as set out below, is available by notifying the Music Director through the Orchestra Personnel Manager or his Assistant.

12.2.3 Leave with pay following a death in the immediate family shall be referred to as “Bereavement Leave”. Bereavement Leave shall be for a maximum of seven (7) days to be taken within the three (3) weeks immediately following the death. It is understood that a musician utilizing Bereavement Leave will inform the Personnel Office of his plans at the earliest opportunity.

12.2.4 It is understood that leave with pay provided in this Article 12.2 sets out maximum entitlement only. In the case where an event which would normally entitle a musician to leave with pay occurs on a non-working day, the musician shall not be entitled to an alternate day off with pay. This Article 12.2 is only intended to provide the musician, without a loss in pay, the necessary time off in the event that such time conflicts with normal working days.

12.2.5 Leave with pay in relation to a musician’s own wedding or that of a member of his immediate family shall be available for two (2) days, one of which must be the day of the wedding.

12.2.6 Leave as a result of a birth or adoption in the family, or as a result of a musician’s coming into the care, custody or control of a child may be for a period of seven (7) consecutive days, the first three (3) of which will be paid.

12.3 Maternity Leave

12.3.1 Tenured musicians who are pregnant shall qualify for a maternity leave as follows:

12.3.1.1 Ten (10) weeks at full contracted fee except as outlined in Article 12.3.1.2 below, plus, upon the application of the musician, an additional forty-two (42) weeks unpaid leave of absence for a total continuous period of fifty-two (52) weeks. No maternity leave shall be granted unless:

- (a) upon notifying the TSO of intent to take maternity leave, the musician furnishes the TSO with a certificate of a legally qualified medical practitioner stating that the musician is pregnant and giving the estimated date upon which delivery will occur in his opinion, and
- (b) the musician commences maternity leave no earlier than six (6) weeks prior to the estimated date of delivery and no later than the actual date of birth.

12.3.1.2 When a member of the TSO gives birth at a time outside of the TSO season, maternity leave payments will commence when the next season begins. In all cases, a TSO mother shall have access to 10 weeks of fully paid Maternity Leave.

12.3.1.3 A musician on paid maternity leave from the TSO shall not accept employment with any other organization if that employment is not part of the musician's normal outside employment.

12.3.1.4 Any additional leave, without pay, shall be regulated by Article 12.4. The right to maternity leave is an alternative to the right contained in Article 12.2.6 above.

12.3.1.5 The TSO will continue to contribute 9% of the musician's weekly contracted fee to the AFM/EPW Fund during the paid portion of her Maternity Leave. Pension Contributions do not apply to unpaid leaves.

12.4 LEAVES WITHOUT PAY

12.4.1 Short-Term Leaves

Any tenured player may apply for an unpaid short-term leave of absence for any duration up to three (3) months. Applications for short-term leaves of absence without pay shall be submitted on a designated form not later than thirty (30) days before the proposed beginning of the leave. Applications submitted less than thirty (30) days before the proposed beginning of the leave may be rejected by management without consultation with the Music Director, although management will attempt to accommodate such requests, if possible. No leave of absence may be requested more than eighteen (18) months in advance of the requested starting date of the leave. Management will respond to the leave request within **sixty** (60) days of the application being submitted or within one-half (%) of the time between the submitting date of the application and the starting date of the leave, whichever is less.

12.4.1.1 In all cases of a request for a short-term leave of absence, an explanation setting out the reasons for such leave must accompany the request. Such request shall be submitted to the Orchestra Personnel Manager, who shall obtain the comments of the section Principal (or Concertmaster in the case of a Principal player) and the Music Director, who shall have the final decision. In the absence of the Music Director, the President and CEO may decide in his place.

12.4.1.2 Short-term leave applications shall be evaluated on the basis of:

- (a) the artistic requirements of the orchestra - that is, the availability and/or necessity of a suitable replacement according to the Music Director and as defined in Appendix "C", and
- (b) the stated reason for the leave. Leaves may be approved, for instance but in no way limiting the generality of the above, for solo or chamber music performance(s), study or rest salutary to the reputation of the TSO, landmark family events, or family health.

12.4.1.3 If the application for a short-term leave is refused, then upon the request of the musician, written reasons for such refusal shall be given by the TSO.

12.4.1.4 If, after obtaining a leave of absence, a musician decides not to take such leave, then the musician must so notify the TSO in writing within one (1) month of the granting of the leave. Otherwise, the TSO may deduct the musician's fee during the period of the leave, except in cases where the musician is unable to take the leave due to causes beyond his control. However, if a replacement musician has been contracted, then the granted leave will remain in effect.

12.4.1.5 For every service for which a short-term leave is granted, the TSO may deduct one eighth (1/8) from the musician's weekly fee. Any musician who requests leave from all services in a given week will be deducted his full week's pay. For weeks containing ten (10) Student Concert series services under the provisions of Article 7.2.3, and for YPC series services performed under the provisions of Article 7.2.4, one tenth (1/10) will be deducted for each service of leave. For clarity, it is noted that AFM/EPW Pension Plan contributions will not be made on a musician's behalf while he is on unpaid leave.

12.4.1.6 The TSO will grant each musician three (3) complete services of unpaid personal leave per contract year at such time as is mutually agreeable to the TSO and the musician. Should the parties be unable to reach mutual agreement, the Music Director or, in his absence, someone acting as his designate, will have the final determination. Such personal leave should be used to conduct personal or family business which cannot otherwise be scheduled in a way that does not conflict with a service or services. Approval for such leaves shall not be unreasonably withheld.

12.4.2 Long-Term Leaves without Pay

12.4.2.1 Any tenured player may apply for an unpaid leave of absence of any duration up to one (1) year. For clarity, it is noted that AFM/EPW Pension Plan contributions will not be made on a musician's behalf while he is on unpaid leave.

12.4.2.2 Applications for long-term leaves of absence without pay shall be submitted on a designated form not later than three (3) months before the proposed beginning of the leave. Applications submitted less than three (3) months before the proposed beginning of the leave may be rejected by management without consultation with the Music Director, although management will attempt to accommodate such requests, if possible. No leave of absence may be requested more than eighteen (18) months in advance of the requested starting date of the leave. Management will

respond to the leave request within sixty (60) days of the application being submitted or within one-half (%) of the time between the submitting date of the application and the starting date of the leave, whichever is less.

12.4.2.3 In all cases of a request for a long-term leave of absence, an explanation setting out the reasons for such leave must accompany the request. Such request shall be submitted to the Orchestra Personnel Manager, who shall obtain the comments of the section Principal (or Concertmaster in the case of a Principal player) and the Music Director who shall have the final decision. In the absence of the Music Director, the President and CEO may decide in his place.

12.4.2.4 Long-term leave applications shall be evaluated on the basis of:

- (a) the artistic requirements of the orchestra - that is, the availability and/or necessity of a suitable replacement according to the Music Director and as defined in Appendix "C", and
- (b) the stated reason for the leave. Leaves may be approved, for instance but in no way limiting the generality of the above, for solo or chamber music performance(s), study or rest salutary to the reputation of the TSO, landmark family events, or family health.

12.4.2.5 If the application for a long-term leave is refused, then written reasons for such shall be given by the TSO upon the request of the musician.

12.4.2.6 If, after obtaining a leave of absence, a musician decides not to take such leave, then the musician must so notify the TSO in writing within one (1) month of the granting of the leave. The TSO may deduct the musician's fee during the period of the leave, except in cases where the musician is unable to take the leave due to causes beyond his control. However, if a replacement musician has been contracted, then the granted leave will remain in effect and the musician's fee will be deducted.

12.4.2.7 Special consideration shall be given to musicians with more than fifteen (15) years of service who apply for a leave of absence, without pay, for the summer season or part thereof using the same procedure set out in this Article above. Such leaves will not be unreasonably withheld. Applications received prior to January 15th will be granted preference over any applications from musicians with shorter tenure. If a musician applies for a leave of absence under this section in successive years, then such application will be considered in relation to time off available to other members of his section and the orchestra.

12.4.2.8 Notwithstanding anything in Article 12.4.2 to the contrary, any player who takes an unpaid leave of absence of more than six (6) months or a sabbatical in any one (1) season, shall not be eligible for any long-term unpaid leave of absence pursuant to this Article in the immediately following season, except in cases of medically necessitated leaves.

12.4.2.9 If, owing to programme requirements, tours, broadcasts, recordings, etc., it is deemed detrimental to the artistic standard of the orchestra to grant a particular leave, then a leave request may be denied. It is understood that permission for leaves of absence shall in no case be unreasonably withheld.

12.4.2.10 A musician may be invited by the Music Director to fill a temporary vacancy in a titled position created by the granting of a Long-Term Leave, or by a resignation, provided there is consultation with the relevant Audition Committee.

12.4.3 Auditions with Other Musical Organizations

Those members wishing to absent themselves from a rehearsal or performance to attend an audition being held by another musical organization may do so without fee by informing the TSO thirty (30) days prior to the absence. A second or subsequent musician from the same section wishing to attend an audition during the same services shall obtain the permission of the TSO through the Orchestra Personnel Manager or his Assistant. Such permission shall not be unreasonably withheld.

12.5 Sabbatical Leaves

12.5.1 Each tenured musician with at least ten (10) years of cumulative service of which the last five (5) shall be continuous, shall be eligible for sabbatical leave once every seven (7) years. Such leave will consist of either a full season or part thereof.

12.5.2 In either case, the musician shall be paid half (1/2) his weekly contracted fee for the period of his sabbatical, including any relevant non-service periods, as well as his full seniority increment. The TSO agrees to make pension contributions throughout the term of the sabbatical leave. Musicians will not be eligible for broadcast, recording, or other extraordinary fees during their sabbaticals, except for broadcast or recording royalties which were incurred outside the period of sabbatical. The conditions under which an applicant may be granted a sabbatical leave are as follows:

- (a) The applicant must sign a contract assuring his return to the orchestra following his leave.
- (b) The sabbatical leave shall be taken for the purposes of musical study, research, private practice, or solo or chamber music appearance which will potentially enhance the reputation of the TSO, or for any other reason at the sole discretion of the TSO such as rest or family health. The applicant shall submit a letter requesting the sabbatical, outlining in detail his plans and activities during the period of the sabbatical.
- (c) The musician, during his Sabbatical, will not accept permanent employment with another symphony orchestra.

- (d) A musician receiving a sabbatical leave will have forty-five (45) days after receipt of written notice of that leave to notify the TSO in writing as to whether or not the leave will be taken.

12.5.3 In each season, no more than one (1) person-year of sabbatical may be taken, with no one sabbatical being less than three (3) consecutive months in duration.

12.5.4 The necessity of temporarily replacing players shall be left to the discretion of the Music Director or his designate in consultation with the section Principal involved.

12.5.5 The TSO shall review the merits of timely requests for sabbatical leaves. Applicants meeting the requirements set out in Article 12.5.1 shall be given preference according to the following considerations:

- (a) number of years of service,
- (b) purpose of sabbatical,
- (c) feasibility and/or necessity of replacement,
- (d) suitability and availability of a replacement, and
- (e) whether or not particular applicants previously have taken one or more sabbaticals and, if they have, whether the sabbatical was taken recently or not.

12.5.6 Applications for sabbatical leave must be submitted in writing by no later than October 1 of the season preceding that in which the proposed sabbatical shall occur.

12.5.7 The TSO shall notify all applicants for sabbatical of their selection or rejection of such leave by November 1 of the season preceding that in which the proposed sabbatical shall occur. Should the musician be notified of his acceptance for sabbatical, then he must accept in writing by December 15th of that same season the TSO's offer or he shall be deemed to have waived said offer.

12.5.8 If any titled player of the orchestra (Principal, CO-Principal, etc.) or any specialty player (keyboard, harp, English horn, etc.) requests sabbatical, then another member of his section may be asked to serve in his position during his sabbatical leave and such member will be free to negotiate for an appropriate increase in fee for that period. If a member who is requested to serve in a titled or specialty position does not wish to be so promoted, or if agreement cannot be reached on an appropriate fee increase, then every effort must be made to secure an outstanding player as a temporary replacement, subject to the discretion of the TSO as provided for in Article 12.5.4.

12.5.9 The decision to approve a timely application for sabbatical is at the Music Director's sole discretion and shall be final, provided that the decision reasonably considers each of the criteria stipulated in Article 12.5.5 above and is not otherwise arbitrary or discriminatory.

12.6 Parental Leave

A TSO musician coming into the care, custody, or control of a child qualifies for unpaid Parental Leave of up to 52 continuous weeks as follows:

12.6.1 The musician shall apply in writing to the TSO for Parental Leave not less than thirty (30) days in advance of the proposed beginning of the Leave. It is understood that unforeseen circumstances may require a musician to apply for Parental Leave with less than thirty days notice, in which case approval of such request will not be unreasonably withheld.

12.6.2 Such leave must commence not later than 52 weeks after the date on which the child came into the care, custody, or control of the musician.

12.6.3 While the musician is on Parental Leave, the TSO will maintain coverage for him under the Long Term Disability Plan, and the musician will continue to accrue credit for length of service and Seniority payments. Contributions to the AFM/EPW Pension Plan will not apply to Parental Leave.

ARTICLE 13 - PERFORMANCE VENUE CONDITIONS

13.1 Indoor Concerts

13.1.1 The TSO will undertake to ensure that the lighting on stage of Roy Thomson Hall shall not be less than twenty candle power, and also that the temperature shall not be less than twenty-one (21) degrees Celsius. The TSO will also make best efforts to ensure such conditions at all other indoor concert facilities in which the orchestra is engaged to perform.

13.1.2 The TSO will make best efforts to supply lockers, storage, dressing room, and lounge facilities which conform to standards acceptable to the Orchestra Committee, and an ample supply of cool, safe drinking water wherever the musicians are engaged to rehearse or perform.

13.1.3 The TSO undertakes to use its best efforts to provide, in its arrangements with Roy Thomson Hall, for the availability of parking in Roy Thomson Hall for monthly pass-holders.

13.2 Outdoor Concerts

A canopy will be provided for all outdoor services. In no circumstances will a musician be required to play if his instrument is in direct sunlight or if the musician or his instrument is in danger of getting wet. Removal of jackets and/or ties, or other alteration of dress for outdoor concerts, will be at the discretion of the Personnel Manager; however, under no circumstances will musicians be required to wear jackets if the onstage temperature twenty (20) minutes prior to the performance is thirty (30) degrees Celsius or higher. The orchestra shall not be required to perform if the temperature on stage is less than seventeen (17) degrees Celsius. The TSO will ensure that toilet

facilities are available for all outdoor services. It shall be the responsibility of the Personnel Manager to enforce the conditions of this paragraph and to ensure the safety of the musicians and their instruments at all times.

ARTICLE 14 - AUDITIONS

14.1 Introduction

14.1.1 The purpose of an audition for a vacancy is to find the best-qualified player who will contribute to the maintenance or improvement of the standard of excellence of the orchestra. It is the **task** of the audition committee to establish which of the auditioning candidate(s), in their opinion, is eligible to play in the orchestra. It is from this group of eligible candidates that the Music Director may select a qualified candidate to fill the vacancy.

14.1.2 It is the function of the Orchestra Committee and the TMA to see that the contractual terms of this Article 14 are upheld. Actions with regard to auditions that are not specified in the Article may be agreed to after consultation and agreement with the Orchestra Committee and the TMA or, in an emergency, their representatives. It is understood that any deviations from or additions to procedures outlined in this Article 14 must be presented to the TMA and the Orchestra Committee for approval. In cases of emergency or unavoidable delay, the TMA in consultation with the Orchestra Committee may agree to an adjustment of the procedures outlined above. Notwithstanding the foregoing, the representatives of the Orchestra Committee or the TMA cannot close down or invalidate auditions.

14.1.3 The TMA and the Orchestra Committee must have a representative present at all auditions for the purpose of scrutinizing the votes and procedures. If, in their opinion, a problem or violation occurs, then they will communicate same to the Personnel Manager immediately. Minor variations or errors in the audition procedure, agreed to by representatives of the Audition Committee, Orchestra Committee, and the TMA present at the audition, will not invalidate the results of such audition.

14.2 Definitions

14.2.1 A "Stand-up Audition" is the performance of excerpts and/or concertos in a closed session before the Audition Committee.

14.2.2 A "With-Orchestra Excerpt Audition" is the performance of excerpts and/or concertos with orchestra.

14.2.3 A "Trial with Orchestra Audition" is one or two weeks performing in the orchestra in the position for which the candidate is auditioning.

14.2.4 Promotion to the next round requires a tie vote or greater.

14.2.5 The "Preference Vote" indicates the order of preference of the audition candidates in the opinion of the Audition Committee. Audition Committee members may rank their choices, should they wish to do so.

14.2.6 A candidate is considered qualified to be a member of the orchestra when:

(a) (i) The candidate receives a simple positive majority vote from the Audition Committee in the Final Round. Such a vote defines a candidate as eligible to be engaged by the Music Director. AND

(ii) The Music Director offers the position to the candidate.

OR

(b) The candidate receives a unanimous positive vote from the Audition Committee.

14.3 Publication of Opening, Internal Audition, Audition by Invitation, Eligibility Period

14.3.1 When a vacancy or addition to the Orchestra occurs, auditioning of members of the Orchestra or applicants to the Orchestra will be the responsibility of the Music Director, who will be assisted by audition committees as set forth below. When a vacancy occurs, the procedure will be as follows.

14.3.2 The repertoire for auditions will be the responsibility of the Music Director in consultation with the Principal or Principals of the section involved.

14.3.3 The first round of auditions for any opening will be limited to Canadian Citizens, Landed Immigrants or any other person with proper authorization from Immigration Canada and/or HRDC to work for the TSO. If no qualified candidate is found in the Canadian Round, then the TSO may hold International Auditions or another round of Canadian Auditions, and will advertise the opening in the International Musician.

14.3.4 The TSO agrees to inform the TMA and Orchestra Openings of Orchestras Canada at least forty (40) days before auditions are scheduled.

14.3.5 Candidates may be advanced directly to the "Trial with Orchestra" Audition provided that there has been consultation and agreement with the Orchestra Committee and the TMA. Once in the Audition stream, all procedures and steps outlined in Article 14.7 - Final Audition Procedure - must be adhered to.

14.3.6 Musicians may be invited to fill a vacancy in the Orchestra without a mandatory audition provided there has been consultation with and agreement by the TMA, the appropriate

Audition Committee, and the Orchestra Committee. If the musician so appointed by the Music Director is a returning member who has achieved tenure but has resigned from the TSO, then he may return to the TSO with full tenure pending the approval of the relevant Audition Committee, the Orchestra Committee, and the TMA Board of Directors.

14.3.7 When a vacancy occurs among the non-rotating stands in the string sections, members of the section involved, who so wish, will be given the opportunity of auditioning for the vacancy. Said musicians will audition before the Audition Committee and the Music Director. A vote to advise the Music Director in his decision will be taken at the conclusion of the audition.

14.3.8 Applicants from within the Orchestra will be exempt from all preliminary auditions. Any other musician, including extra players who play with the orchestra, may be exempted from preliminary auditions at the recommendation of the Audition Committee.

14.3.9 Should a candidate be declared eligible in an audition, the status of such eligibility will remain in effect for a period of twelve months. Should there be a subsequent vacancy in the Orchestra (including the possibility of a vacancy created by a member winning another position in the Orchestra), the candidate who is deemed eligible may be allowed to fill the vacancy without further audition. If more than one candidate is eligible, then the Music Director, after consulting the appropriate preference vote records, may then choose a candidate to fill the vacancy. Audition candidates will be informed that successful candidates may be offered appropriate subsequent openings in the Orchestra within a twelve-month period.

14.3.10 Should the winning of a final audition by an Orchestra member create a subsequent vacancy, the Music Director may, after consultation with an agreement by the audition committee, engage any other eligible candidate for that vacancy subject to the requirements of this paragraph. If said candidate has not played an audition, then this appointment must be in accordance with Article 14.3.5 above. In the event that a vacancy is created by an Orchestra member winning another position in the Orchestra, such vacancy can only be filled on a temporary basis until such time as the Orchestra member has passed the final review in his probationary period.

14.4 Conflict of Interest Guidelines

14.4.1 It is understood that a player on notice of non-renewal or a non-tenured player may not serve on any audition committee. However, because of the instrument involved, a non-tenured player may serve on an audition committee with the permission of the TMA and the Orchestra Committee.

14.4.2 In addition, a musician whose position is being filled may not serve on the Audition Committee for his/her own replacement except in the case of a vacancy created by that musician's promotion within the Orchestra.

14.4.3 An Orchestra member who has made an application for and/or auditioned for a position being auditioned within the Orchestra may not serve on the Audition Committee for that position unless agreed upon by the Orchestra Committee and TMA.

14.4.4 A musician may not serve on an Audition Committee if a member of his/her family is taking the audition.

14.5 Application Screening Process

Screening of Applicants for preliminary auditions: members of the Audition Committee will be informed when applications are available in the Personnel Manager's office. It is then the obligation of members of the Audition Committee to examine and screen all application forms. Members of the Audition Committee who do not do so by the deadline set by the Personnel Office will be taken to have voted to accept the respective applicants. All applicants will be invited to audition unless rejected by a majority of the Audition Committee during the application screening process. If a candidate, who has been rejected during the application screening process, still wishes to play an audition, then he will be allowed to do so. Candidates will be so informed.

14.6 Preliminary and Semi-final Audition Procedure

14.6.1 A screen will be used for all preliminary auditions.

14.6.2 Each candidate who plays a preliminary audition will be heard in at least two audition excerpts. **An** applicant's audition may be terminated at any time after the two audition excerpts if the candidate does not meet the standards of the Orchestra. Candidates will be informed of this policy prior to the audition.

14.6.3 Preliminary Audition Committees may be split in accordance with Article 14.9.2.

14.6.4 After the preliminary audition round, a ballot will be held on whether or not to hear any candidate(s) again (promote the candidate(s) to the semi-final round). A tie or a simple majority vote promotes the candidate to the semi-final round. Any discussion of candidates will take place after such a ballot. Discussion will concern only those candidates advancing or who have missed advancing by one vote. Following such discussion, any member of the Audition Committee may request one additional ballot for a candidate or candidates who missed advancing by one vote.

14.6.5 After the voting for the preliminary auditions, successful candidates' applications will be made available for perusal by the committee. The Semi-Final Audition is held. Following the Semi-Final Audition, discussion on the candidates will be held. After the discussion, a vote will be taken on whether or not to hear the candidate again (promote the candidate to the Final round). A tie or a simple majority vote promotes the candidate to the Final Audition. At this point, the committee may also decide to hold a Final eligibility vote, followed by a preference vote if more than one candidate is found eligible.

14.7 Final Audition Procedure

14.7.1 At the outset of the Final Auditions, the Audition Committee will discuss and come to agreement by a simple majority vote as to how to proceed. One of the following events may occur:

- (a) a vote for eligibility of the candidate without further audition, followed by a preference vote if more than one candidate is found eligible.
- (b) a stand up audition; following this audition discussion on the candidate(s) will take place and the committee will decide whether to hold an eligibility vote (and a preference vote, if applicable) or hear the candidate in (c) and/or (d).
- (c) with orchestra excerpt audition; following this audition, discussion on the candidate(s) will take place and the committee will decide whether to hold an eligibility vote (and a preference, if applicable, after all the candidates have been heard) or hear the candidate in (b) and/or (d).
- (d) trial with orchestra audition (this can be no longer than two weeks in duration); the procedure is the same as (c) except that the committee can decide to hear the candidate in (b) and/or (c).

14.7.2 A candidate will not be required to perform any of (b), (c), or (d) above more than once. The eligibility vote will only be held when the committee is satisfied that it has heard enough of the candidate(s).

14.7.3 Final Audition Voting: The Music Director will take under advisement the results of eligibility and preference votes but, in no case, will he engage a candidate who received a negative **majority** or tie vote at the Final Audition. When the Music Director vetoes a 75% or greater favourable vote for a candidate in the Canadian round of final auditions, the matter must be referred to the Grievance and Arbitration procedure before further auditions are announced or before a candidate is engaged.

14.7.4 All candidates will be informed whether or not they were successful at the audition.

14.8 Obligations of Committee Members

14.8.1 All Audition Committee members must take part in auditions unless excused through the following procedure:

- (a) The Orchestra Personnel Manager shall inform the members of the audition committee of the date of the audition as soon as it has been determined.
- (b) Any committee member who has a conflict with the audition dates shall give notice of such conflict to the Personnel Manager as soon as possible after having been advised of the audition dates. A player who so notifies the Personnel Manager and

who has a conflict may be excused from the audition. Permission to be excused from participation in an Audition Committee will not be unreasonably withheld.

- (c) It shall be the responsibility of the Orchestra Personnel Manager in consultation with the Music Director and the Principal of the section involved (or, in his absence, the Assistant or Associate Principal) to find a suitable replacement for any Audition Committee member who is unable to attend.

14.9 Audition Committees and Audition Pay

14.9.1 Where Woodwind Principals are designated, their designation shall mean Woodwind Section Principals (i.e., not piccolo, English horn, etc.). All allowable options designated are at the discretion of the Music Director unless otherwise indicated.

14.9.2 For Preliminary Auditions Only

If there are too many audition candidates to be conveniently heard by one committee, then the Audition Committee will be enlarged to twelve musicians, the extra musicians to be chosen by the Music Director or his designate in consultation with the relevant section Principal (or, in his absence, the Assistant or Associate Principal). The committee will then be split into two six-member committees. A positive vote of three or greater in each committee shall promote the candidate to the next round. Should the number of candidates be reduced, either through attrition or through the preliminary procedure, the committee will then return to the original nine-member committee.

14.9.3 For live auditions, the Symphony will pay 2% of weekly scale per hour for one Orchestra member to each member of the Audition Committee. The total number of any committee is not to exceed eleven members for violin auditions and nine members for other audition committees. In the case of a split committee for preliminary auditions, the total is not to exceed twelve members.

14.9.4 Any member of the Orchestra may audit any live audition, provided that he sits apart from the Audition Committee and absents himself from all discussions and votes of the said Committee.

14.9.5 Proceedings of all auditions are CONFIDENTIAL. Members of Audition Committees, the Personnel Manager, and any observers shall respect this confidentiality, and this will be communicated to the members of the committee before each audition.

14.9.6 Make-up of Audition Committees

- (a) First Concertmaster (*permanent or temporary*): the Music Director will request the assistance of at least five members of the Orchestra whom he deems appropriate, after

which the candidate may be engaged in accordance with the provisions of Article 14.3.6.

- (b) Principal String Players (*other than Concertmaster*): other String Principals, the Assistant Principal of the section in question, and four other members selected by secret ballot by the section.
- (c) Assistant Principal Strings (*and other Concertmasters*): String Principals and four members of the section in question selected by secret ballot by the section in question.
- (d) Violins: Concertmaster, Associate Concertmaster, Assistant Concertmaster, String Principals, Assistant Principal Second Violin, and three violinists selected by secret ballot by the violin section (11 members in total).
- (e) Violas, violoncellos, and double bass: all String Principals, Assistant Principal of the section in question, and three members of the section in question selected by secret ballot by the section in question.
- (f) Principal Flute, Oboe, Clarinet, or Bassoon: remainder of the section in question, other wind Principals, Principal Horn, Concertmaster, and one other musician chosen by the Music Director.
- (g) Associate Principal Flute, Oboe, Clarinet, or Bassoon: Associate Principal winds, remainder of the section in question, and the three remaining Principal winds.
- (h) Section Flute, Oboe, Clarinet, or Bassoon: remainder of the section in question, wind Principals, Principal Horn, and two other musicians chosen by the Music Director.
- (i) Principal Horn: remainder of section, Principal Trumpet, Principal Trombone, Concertmaster, and one woodwind Principal chosen by the Music Director.
- (j) Associate Principal Horn: same as Principal Horn except that Music Director has the option of substituting two Associate Principals for any two Principals mentioned above.
- (k) Section Horn: remainder of section, Principal or Associate Principal Trumpet, two woodwind Principals selected by Music Director, and Principal or Associate Principal Trombone.
- (l) Principal Trumpet: remainder of section, Principal and Associate Horn, Principal Trombone, Concertmaster, and two woodwind Principals selected by the Music Director.
- (m) Associate Principal Trumpet: remainder of section, Principal and Associate Principal Horn, Principal Trombone, Concertmaster, one woodwind Principal, and one Associate woodwind Principal selected by the Music Director.
- (n) Section Trumpet: remainder of section, Principal and Associate Principal Horn, Principal Trombone, two woodwind Principals, and one additional brass player chosen by the Music Director.

- (o) Trombone (*including Principal and Associate Principal*): remainder of section, Principal and Associate Principal Horn, Principal and Associate Principal Trumpet, one woodwind Principal selected by the Music Director, and Tuba.
- (p) Tuba: entire trombone section, Principal Timpani, Principal Trumpet, Principal Horn, Principal bass, and Contra-bassoon.
- (q) Timpani: entire percussion section, Harp, Keyboard, Principal Bass, Principal Trumpet, Principal Horn, and Tuba.
- (r) Percussion: remainder of section, Principal Timpani, **Harp**, Keyboard, Concertmaster, one brass Principal selected by the Music Director, plus two other Principals from any other sections of the Orchestra, at the discretion of the Music Director.
- (s) Harp and Keyboard: Keyboard or ~~Harp~~, Principal Timpani, Concertmaster, one other string Principal selected by the Music Director, Principal Percussion, Principal Flute, Principal Horn, plus one additional woodwind and one additional brass Principal selected by the Music Director.

14.10 Introduction and Striking of Library Committee

14.10.1 It is the task of the audition committee to establish which of the audition candidates, in their opinion, is eligible to become a librarian of the TSO. It is from this group of eligible candidates that the Music Director may select a qualified candidate to fill the vacancy.

14.10.2 The positions of Principal Librarian and Associate Principal Librarian covered under the terms of this Agreement will be filled by means of the screening, written examination, and oral interview procedures outlined below. The audition process will assess the qualifications and suitability of candidates for these positions.

14.10.3 See Article 14.1.2 above.

14.10.4 See Article 14.1.3 above.

14.10.5 The Library Audition Committee shall consist of the following: Principal Librarian, or in the event of a Principal Librarian vacancy, the Associate Principal Librarian, Concertmaster, four orchestra members elected by the full orchestra, two members of the orchestra management staff chosen by the Music Director, and the Orchestra Personnel Manager. The Music Director will act as chair for all meetings if available; if the Music Director is not available, then his designate will act as chair for all meetings. The Music Director will not be eligible to vote at any time during the audition proceedings.

14.10.6 If an opening in the library as covered under the terms of this Agreement occurs, then a non-tenured player may serve on this committee with the consent of the TMA and the Orchestra

Committee. In addition, a Librarian may serve on the committee for his own replacement if so invited by the Audition Committee.

14.10.7 A Librarian may not serve on the Audition Committee if a member of his family is applying for the position.

14.10.8 Definitions

14.10.8.1 The Preliminary Librarian Audition consists of the screening of applications of the candidates for the position.

14.10.8.2 The semi-final audition consists of the writing and subsequent grading of an examination set by the members of the Audition Committee as outlined below.

14.10.8.3 The final audition consists of an oral interview and examination given by members of the Audition Committee.

14.10.8.4 A vote for eligibility requires a simple positive majority vote or greater.

14.10.8.5 A vote to promote to the next round requires a tie vote or greater.

14.10.8.6 See Article 14.2.6 above.

14.10.9 Publication of Opening, Internal Audition, Audition by Invitation, Eligibility Period

14.10.9.1 The content of the written examination, the time period during which the examination is to be written, the grading scheme of said exam, and the interview will be the responsibility of the Music Director in consultation with one or two representatives from management and an equal number from the orchestra. In the case of an opening for Associate Principal Librarian, one of the representatives from the orchestra for the setting of the examination will be the Principal Librarian. In the case of a vacancy for Principal Librarian, the Associate Principal Librarian will serve on the committee as one of the representatives from the orchestra provided he has not been disqualified by the conflict of interest guidelines and Articles 14.10.1 through 14.10.7. above.

14.10.9.2 See Article 14.3.3 above.

14.10.9.3 See Article 14.3.4 above.

14.10.9.4 Candidates may be advanced directly to the final audition provided that there has been consultation and agreement with the Orchestra Committee and the TMA. Once in the audition

stream, all procedures and steps outlined in Article 14.10.13 - Final Audition Procedure - must be adhered to.

14.10.9.5 A candidate may be invited to fill the vacancy without mandatory audition provided there has been consultation and agreement with the Orchestra Committee and TMA.

14.10.9.6 See Article 14.3.8 above.

14.10.9.7 See Article 14.3.9 above.

14.10.10 Conflict of Interest Guidelines

See Articles 14.10.6 and 14.10.7 above.

14.10.11 Preliminary Audition Procedure (Screening of Applications)

14.10.11.1 The applications will be screened in accordance with the provisions of Article 14.5. This screening procedure constitutes the Preliminary Round of Library auditions. The Library Audition Committee may not be split to accommodate large numbers of applicants or scheduling problems.

14.10.11.2 See Article 14.6.5 above.

14.10.11.3 If a candidate is rejected by the Audition Committee during the application screening process and said candidate still wishes to take the audition, then he will be allowed to do so. Candidates will be so informed.

14.10.12 Semi-Final - Written Examination Round

14.10.12.1 After the semi-final written examination is held, discussion on the candidates will be held. The questions, answers, **and** grading scheme of a written examination will be set in accordance with Article 14.10.9.1 above, and will be administered to all candidates.

14.10.12.2 If possible, then the candidates will write the examination in Toronto under the supervision **of** persons, hereinafter called scrutineers, designated by the committee.

14.10.12.3 In the event that it is not feasible for a candidate to write the examination in Toronto, then the candidate may write the examination elsewhere in a controlled environment, such as an office of a Local of the A. F. of M. or a university. The audition committee or a duly appointed designate of the committee, will consider the circumstances of such candidates and come to a decision concerning the appropriate writing venue and scrutineers.

14.10.12.4 The examination will be written by the candidates in a closed room without the aid of notes, reference materials, or any other outside sources of information. Notice of contravention by the candidate of this sub-paragraph by the scrutineer(s) will result in disqualification of the candidate.

14.10.12.5 The Audition Committee will schedule the time period within which all the examinations must be written by the candidates, taking into account orchestra schedules, tour, and other exigencies, as required.

14.10.12.6 The Audition Committee will ensure that the examination scrutineers are in possession of the examinations in sufficient time to allow all candidates to write the exam within the prescribed period. Enclosed with the examination will be detailed instructions on the administering of the exam including the time deadlines for the writing and return receipt of the exam.

14.10.12.7 The Audition Committee will decide upon proper procedures to ensure the security and timely return of the written examinations to the TSO.

14.10.12.8 A deadline will be set for the return of all the examinations although the Audition Committee has the discretion to accept examinations received after the deadline should the circumstances of the individual candidate warrant such late receipt,

14.10.12.9 The examinations will be graded by one or more representative(s) of management serving on the audition committee and an equal number of members of the Orchestra serving on the audition committee. The grading will be done according to the set answers and the grading scheme. The grading of the examinations will be completed as soon as possible after the receipt deadline.

14.10.12.10 After the grading and discussion of the written examination results, the Audition Committee will vote by secret ballot on whether or not to promote the candidate to the interview round. Following such a ballot, any member of the audition committee may request one additional ballot for a candidate or candidates who missed advancing by one vote.

14.10.13 Final Audition Procedure - Interview and Oral Examination

14.10.13.1 The interview round of the audition will take place in Toronto. Each candidate will be interviewed in the presence of the entire committee. The Chairman of the committee will preside over the interview.

14.10.13.2 Immediately following each interview, there will be a brief open discussion of the candidate's interview and written examination. Due to the potential of the passing of long periods of time between the interviews, a brief written summary of the assessment of each candidate will be made by a designated member of the committee.

14.10.13.3 After the interview and discussion of the last candidate, the committee will hold an open discussion of all candidates in this round before voting on the eligibility of the candidates.

14.10.13.4 The final voting procedure is the same as Article 14.7.3 above.

14.10.13.5 For certainty, as is the case with all other audition committees, the Music Director does not cast a ballot but makes the final candidate selection in accordance with the procedures outlined in Article 14.7.3.

14.10.13.6 For certainty, voting and other procedures outlined in the Article 14.10 will be strictly adhered to. It will be the responsibility of the Personnel Manager to administer the audition and the function of the Orchestra Committee and the TMA to see that contractual terms with regard to the audition are upheld; see Article 14.1.2 above.

14.10.14 Obligations of Committee Members

Once nominated and elected to serve on the Library Audition Committee, the provisions of Article 14.8 (i.e., Obligations of Committee Members) apply.

14.10.15 Audition Pay

Members of the Library Audition Committee will receive live audition pay at the rate of 2% of weekly scale per hour for one orchestra member. The total number on this committee is not to exceed nine. Audition Committee members will be paid for the time actually spent in the interview process and discussion thereof; members of the committee who spend additional time, **if** any, preparing and marking the examination will receive an additional 50% of the individual fee so calculated for this additional work.

14.10.16 Confidentiality

Proceedings of the library audition committee are CONFIDENTIAL. Members of the Audition Committee, TMA, Orchestra Committee and Personnel Office will respect this confidentiality and this will be communicated to the relevant parties.

14.10.17 For certainty, Article 14.9.4 - auditing of auditions - does not apply to library auditions.

ARTICLE 15 - GRANTING TENURE

15.1 A musician will be on probation during his first season and, if re-engaged, then shall be on probation during the second season. Prior to the expiration of the probationary period, the TSO will notify the musician in writing whether or not he has successfully graduated through the probationary period and whether or not he has received tenure in the orchestra.

15.2 Reviews

15.2.1 In each of the two probationary seasons, there shall be consultation between the appropriate Review Committee and the Music Director followed by consultation between the Music Director and the non-tenured musician before December 15 advising him of his progress, be it satisfactory or not.

15.2.2 In each of the two probationary seasons, there shall be a review of each non-tenured player by the appropriate Review Committee and the Music Director during the month of February.

15.2.3 In the first year, this review meeting will determine whether or not to offer a second full season contract to the non-tenured musician.

15.2.4 In the second year, this review meeting will determine whether or not the non-tenured musician will be granted tenure.

15.2.5 Following each review and after open discussion, the Review Committee will vote by secret ballot. The Music Director will take the vote result under advisement before making a decision. In no case shall a Music Director offer a contract to a non-tenured musician who receives a negative majority or tie-vote.

15.2.6 A musician on probation must have amassed a minimum of four months contracted activity with the orchestra before his first review. Thus, a musician's probationary period will commence on either the preceding September 1 or the following September 1, depending upon which period will allow the correct contractual activity.

15.2.7 Similarly, a member of the Tenure Review Committee (aside from the Music Director) must have had the opportunity to hear the musician on probation for a minimum four-month period. If this is not the case (due to illness, sabbatical, etc.), then it will be brought to the attention of the Music Director who may request that an alternative member be assigned to the committee.

15.2.8 The results of a musician's tenure review will be communicated to him/her in writing as soon as practicable following such review.

15.2.9 The Music Director, with the Personnel Manager in attendance, shall meet at a mutually convenient time with a candidate denied tenure to informally discuss this result.

15.3 Review Committees

15.3.1 Tenure Review Committees to consist of:

- (a) **Violins:**
 - (i) For non-titled players, the entire section concerned (either first or second violins) and the Concertmaster.
 - (ii) For titled players, the entire section concerned plus the Principal players from the other string sections.
- (b) **Violas:**
 - (i) For non-titled players, the entire section.
 - (ii) For titled players, the entire section plus the Principal players from the other string sections.
- (c) **Violoncellos:**
 - (i) For non-titled players, the entire section.
 - (ii) For titled players, the entire section plus the Principal players from the other string sections.
- (d) **Double Basses**
 - (i) For non-titled players, the entire section.
 - (ii) For titled players, the entire section plus the Principal players from the other string sections.
- (e) Membership of the Review Committee for Oboe, Flute, Clarinet, Bassoon, Horn, Trombone, Tuba, Timpani, Percussion, Trumpet, Harp, and Keyboard shall be the same as for the Audition Committee.
- (f) the Review Committee for an Associate Principal shall include the rest of the Associate Principal players.

15.3.2 The TMA and the Orchestra Committee of the TSO will each have a representative present at all reviews for the purpose of scrutinizing the proceedings.

15.4 It is understood that a player under non-renewal or a non-tenured player may not serve on any Review Committee; however, because of the instrument involved, a non-tenured player may serve on a Review Committee with the permission of the TMA and the Orchestra Committee.

15.4.1 In addition, a musician whose position was filled may not serve on the Review Committee for his own replacement except in the case of a vacancy created by that musician's promotion within the Orchestra.

15.4.2 An orchestra member who applied for and/or auditioned for the position being reviewed within the Orchestra may not serve on the Review Committee for that position unless agreed upon by the Orchestra Committee and the TSO.

15.4.3 A musician may not serve on a Review Committee if a member of his family originally took the audition for the position being reviewed.

15.4.4 Changes in the membership of the Review Committees will be brought to the attention of the Music Director and he may appoint alternate members of the Tenure Review Committee.

ARTICLE 16 - NON-RENEWALS

16.1 Musicians without Tenure

In the event that the TSO wishes to terminate the services of a musician without tenure, such notice of non-renewal must be given in writing as soon as possible after the review, but in no case later than April 1 of either the first or second year of his contract, with a copy of such notice sent to the TMA. [See Article 15.]

16.2 Musicians with Tenure

16.2.1 For the sake of clarity, it is understood that a musician who has achieved tenure is deemed to have tenure as a member of the orchestra and that any change of position within the orchestra shall not affect said tenure.

16.2.2 It is recognized that the occasion may arise where, in the judgement of the Music Director, a musician may not be fulfilling the requirements of his position adequately. In such cases it is the desire of the Music Director and the TSO to assist the said musician in resolving such problems as they may exist. The following paragraphs of this Article 16.2 apply to tenured players only.

16.2.3 Changes in a Principal Position

In the event that the TSO wishes to change a Principal position with tenure, such notice of non-renewal must be given in writing to the said musician on or between February 1st and April 15th in which case he shall complete the season in which the notice is given.

16.2.4 Procedure for Non-Renewals

16.2.4.1 If the Music Director has a concern about the performance of a player, then the Music Director will meet with the player at least three (3) times between the intervals outlined below to discuss the performance standard of the individual.

16.2.4.2 The Chair of the Orchestra Committee shall be informed in writing by the Orchestra Personnel Manager that a meeting regarding the performance standard is being held. The Chair of the Orchestra Committee shall be informed in writing of each meeting through this whole process as it takes place.

16.2.4.3 The Orchestra Personnel Manager shall schedule meetings as follows and make written reports on each meeting with a copy provided to the musician:

- (a) First Meeting - between January 1 and February 15 of a given season.
- (b) Second Meeting - not less than two (2) months after the first meeting, but before the end of the season in progress. This is a progress report.
- (c) Third Meeting - after the commencement of the season immediately following the first two meetings and before October 31 within the same calendar year. Progress report again.
- (d) Fourth Meeting - before February 15 (a year after the first meeting) and not less than two (2) months after the third meeting. At this meeting, one (1) of the following actions will be taken:
 - (i) The Music Director informs the musician that an appropriate musical standard has been achieved.
 - (ii) The Music Director will inform the musician that he will receive notice of non-renewal. Confirmation of this notice will be made in writing with a copy to the TMA.
 - (iii) Grace Period: The Music Director informs the musician that he is progressing in a satisfactory manner, but that a further review will be held before the end of the season and not before two (2) months have elapsed. At the end of this two (2) month period the Music Director must proceed with option (a) or (b) above.

16.2.5 If, because of the Music Director's schedule he is unavailable at the times noted above because of absence from Toronto, then this schedule may be adjusted to accommodate the presence

of the Music Director. Any such adjustments will, however, adhere as closely as possible to the above-noted schedule.

16.2.6 Attendance at Meetings

16.2.6.1 In attendance at meetings shall be:

- (a) the Musician under review.
- (b) the Orchestra Personnel Manager (or his designate in his absence or inability to attend).
- (c) the Music Director.

16.2.6.2 In addition to the above, the following optional members may attend at the request of the musician under review:

- (a) A member of the Orchestra.
- (b) A member of TSO management.

16.2.7 Following Non-Renewal

16.2.7.1 Upon receipt of written notice of non-renewal, the musician shall exercise one (1) of two (2) options:

- (a) The musician shall accept the non-renewal notice. In that event, the musician's contractual relationship with the TSO will end effective June 30th following receipt of the notice of non-renewal. On June 30th, severance pay will be provided to the musician, if required by Article 19. The TSO may require the musician to cease performing for the rest of the season, although this decision will entitle the musician to receive an amount equivalent to salary and benefits for the rest of the season.
- (b) The musician may appeal the non-renewal notice in accordance with Article 18. Whether or not the appeal is successful, the TSO will continue to provide the musician with an amount equivalent to salary and benefits for the remainder of the season.

ARTICLE 17 - DISMISSAL FOR JUST CAUSE (NON-ARTISTIC)

It is recognized that the TSO has the right to dismiss a musician for Just Cause. Without limiting the generality of the foregoing sentence, examples of just causes are violent, fraudulent, grossly negligent, or grossly insubordinate behaviour. In the case of a dismissal for Just Cause, the musician shall not be entitled to an appeal under Article 18 of this Agreement. In order to dismiss a musician for Just Cause, the TSO must inform the musician of this decision in writing. The TSO has the right to suspend all payments to said musician, who shall have the right to Grievance and Arbitration Proceedings through the TMA as per Article 22 of this Agreement.

Committee. In addition, a Librarian may serve on the committee for his own replacement if so invited by the Audition Committee.

14.10.7 A Librarian may not serve on the Audition Committee if a member of his family is applying for the position.

14.10.8 Definitions

14.10.8.1 The Preliminary Librarian Audition consists of the screening of applications of the candidates for the position.

14.10.8.2 The semi-final audition consists of the writing and subsequent grading of an examination set by the members of the Audition Committee as outlined below.

14.10.8.3 The final audition consists of an oral interview and examination given by members of the Audition Committee.

14.10.8.4 A vote for eligibility requires a simple positive majority vote or greater.

14.10.8.5 A vote to promote to the next round requires a tie vote or greater.

14.10.8.6 See Article 14.2.6 above.

14.10.9 Publication of Opening, Internal Audition, Audition by Invitation, Eligibility Period

14.10.9.1 The content of the written examination, the time period during which the examination is to be written, the grading scheme of said exam, and the interview will be the responsibility of the Music Director in consultation with one or two representatives from management and an equal number ~~from~~ the orchestra. In the case of ~~an~~ opening for Associate Principal Librarian, one of the representatives from the orchestra for the setting of the examination will be the Principal Librarian. In the case of a vacancy for Principal Librarian, the Associate Principal Librarian will serve on ~~the~~ committee as one of the representatives from the orchestra provided he has not been disqualified by the conflict of interest guidelines and Articles 14.10.1 through 14.10.7. above.

14.10.9.2 See Article 14.3.3 above.

14.10.9.3 See Article 14.3.4 above.

14.10.9.4 Candidates may be advanced directly to the final audition provided that there has been consultation and agreement with the Orchestra Committee and the TMA. Once in the audition

18.8 The appeal procedure set out in this Article 18 is exclusive, final, and binding.

ARTICLE 19 - SEVERANCE PAY

19.1 To each tenured musician whose contract is not renewed for artistic reasons, in accordance with Articles 16 and 18, and who has not yet reached the normal retirement age, as set out in Article 21, the TSO agrees to issue severance pay. Such severance pay shall be an amount equal to the annual contracted fee of the musician in his final playing year (i.e., the year in which final notice was given), plus a further payment of one thousand dollars (\$1,000) per year of service up to and including the final playing year. Such severance payment, as well as the EPW pension contribution or its equivalent for the year succeeding the year in which final notice was given, will be paid according to an arrangement to be mutually agreed between the TSO and the musician.

19.2 If a musician is forced to resign for *bona fide* medical reasons, then the musician must apply for benefits under the disability plan set out in Article 12.1. These are the only benefits to which the musician is entitled. For the term of this Agreement only, and in the case of musicians who are ineligible for disability benefits due to a pre-existing disability, management will negotiate severance for these musicians on the basis of previous arrangements for medical severance.

ARTICLE 20 - RESIGNATION

20.1 In the event a player should send a notice of resignation to the TSO, a copy must be forwarded to the TMA.

20.2 Members must give notice of resignation to the TSO on or before January 1 of the season before the intended season of resignation.

ARTICLE 21 - NORMAL RETIREMENT

It is agreed that, for the musicians covered by this Agreement, normal retirement shall be at the end of the season during which the musician's 65th birthday occurs. If the musician's 65th birthday occurs between seasons, then his final season shall be that which begins after his 65th birthday. After that time the musician may be engaged on a seasonal basis at the discretion of the Music Director or his designate after consultation with the musician.

ARTICLE 22 - GRIEVANCE AND ARBITRATION

22.1 The following will apply in the event that any musician or group of musicians or the administration of the orchestra has a dispute, disagreement, or grievance arising out of the operation of the orchestra under the terms of the Agreement.

22.2 This procedure will not apply to disputes for which there is already a dispute settlement mechanism in this Agreement.

22.3 **STEP 1** - An aggrieved musician or group of musicians may file a grievance through the Orchestra Committee with the Personnel Manager, or may file such grievance commencing with STEP 2.

22.4 **STEP 2** - If the grievance is unresolved at **STEP 1**, or if the musician or group of musicians chooses to proceed directly to **STEP 2**, then the grievance may be filed by the Orchestra Committee and/or the TMA with the President and CEO or vice versa. The Orchestra Committee and/or the TMA will meet with the President & CEO within ten (10) business days and the parties will take appropriate steps to resolve the grievance.

22.5 **STEP 3** - If the grievance remains unresolved after the conclusion of **STEP 2**, then either party may refer the grievance to a single arbitrator for final and binding determination. The parties shall meet for the purpose of selecting a panel of seven (7) arbitrators to be used on a rotational basis. Failing this, an arbitrator will be appointed and the arbitration governed by the *Arbitration Act, (1991)* of Ontario. The expenses of the arbitrator shall be shared equally by both the TMA and the TSO.

22.6 The time periods mentioned above do not include tours, non-service periods, dark weeks, or absence of any of the relevant parties from Toronto. The time limits provided under this grievance and arbitration procedure may be extended by mutual agreement of the parties.

22.7 The TMA or the TSO shall also have the right to file a grievance on their own behalf commencing at **STEP 2** of the above procedure.

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

ARTICLE 23 - TOURS AND RUN-OUTS

23.1 Definitions

23.1.1 A "Run-out Concert" is any concert performed outside the City of Toronto but sufficiently close to the City of Toronto to enable the musicians to travel to the concert venue and return to the City of Toronto following the concert without requiring overnight accommodation and "run-out" has a corresponding meaning.

23.1.2 A "Tour" is a trip requiring overnight accommodation on one or more occasions.

23.1.3 A "Tour Week" is any week that consists of three (3) or more run-out concerts. While participating in a tour week, a musician shall be considered to be on "tour". Tour pay and per diem shall apply only to those services for which the orchestra is actually outside the City of Toronto. In any tour week containing services inside the City of Toronto, there shall be two (2) days off.

23.1.4 A "Run-out on Tour" occurs when the orchestra, while on tour in a particular municipality, leaves that municipality on a run-out concert but returns to the particular municipality after the concert.

23.1.5 "Per Diem" is an allowance which will be paid to musicians for run-out concerts and during tour weeks.

23.2 Per Diems

23.2.1 The amount to be paid in each year of this Agreement for per diems for run-outs and tours within the North American continent shall be as follows:

<u>Total</u>	<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>	<u>Out-of-Pocket</u>
\$74.00	\$13.50	\$14.50	\$23.50	\$22.50

23.2.2 When a run-out or tour is to any of the five (5) largest cities in North America or to a location north of the 60th parallel, each musician will receive an increase in the per diem payment noted above of 25%.

23.2.3 Per diem for tours outside Canada and the continental United States will be as described in the Canadian External Affairs Department document on meal allowances, plus an allowance of 15% for out-of-pocket expenses, plus 17.5%. In no case, however, shall such per diems be less than the domestic per diem amounts. For a city not covered in this document, per diem shall be that of the nearest city in the same country. The document used shall be the most recently updated version available on the first day of each contract season.

23.2.4 Tour Pay

The amount of 11% of the personal contracted fee of each orchestral musician shall be paid pro rata, on a daily basis to each musician for each day or part thereof for which the musician is deemed to be on tour in accordance with Articles 23.1.2 and 23.1.3 above. Tour pay shall be applicable to overtime payment, step-ups, or other additional payments.

23.2.5 All applicable tour pay and per diems shall be paid to each musician not later than three (3) business days in advance of any tour or run-out,

23.2.6 Management may elect to recover from musicians by deduction from payroll, or otherwise, any unused per diem amounts due to the absence of a musician from any portion of a tour or due to the provisions for meals under Article 23.7.1 (g) below.

23.3 Transportation

23.3.1 The TSO shall provide transportation for the musicians from Roy Thomson Hall to all run-out and tour concerts. When embarking on a run-out on tour, transportation shall be from a location in the municipality being toured to be determined by the TSO. Any musician wishing to travel on another form of transportation, or at a time other than that planned by the TSO, may do so at the discretion of the TSO **and** provided that the TSO has been notified in writing at least forty-five (45) days prior to the start of such run-out or tour. Such permission shall not be unreasonably withheld by the TSO. In cases of emergency, the forty-five (45) day provision may be waived.

23.3.2 Transportation provided by the TSO may be by air, train, or the highest quality highway traveller type bus, and must comply with the following:

- (a) When travel is by air the aircraft shall be limited to pressurized jet aircraft operated by a major carrier. Wide-bodied aircraft are to be used whenever practicable. Carriers of choice will include but not be limited to Air Canada, or other national or major airlines. Should alternate modes of air transportation be necessary, such alternate modes will be discussed with the Travel Committee.
- (b) Bus trips may not exceed five (5) hours in duration on any one (1) day and not more than a total of ten (10) hours on any two (2) consecutive days. On bus trips of more than two and a half (2½) hours duration, there shall be a ten (10) minute rest and smoking stop every two (2) hours which shall be included in the accumulated travel time.
- (c) A one (1) hour meal stop, when required, is to be included in the travel time.
- (d) The TSO agrees to insure the life of each musician against accidental death to the extent of Two Hundred Thousand Dollars (\$200,000.00) when on tour or run-outs.
- (e) If, in the TSO's discretion, a musician must return home from tour because of an extreme emergency, then the TSO agrees to defray his/her transportation costs.

23.4 Travel Scheduling

Travelling is subject to the following provisions:

- (a) There shall be at least thirty (30) hours free between the scheduled arrival of the major carrier on a transoceanic flight with a time change of five (5) or more hours and the scheduled starting time of any service.

- (b) While on tour, travel shall not start before 8:00 a.m. unless discussed and agreed upon with the Travel Committee.
- (c) If travelling later than 1:00 a.m. while on tour, then hotel accommodation must be provided unless otherwise agreed by the Travel Committee.
- (d) Travel shall not be permitted after 1:00 a.m. on a run-out unless discussed and agreed upon by the Travel Committee.
- (e) While on a tour, there shall be no travelling after **an** evening concert except after consultation and agreement with the Travel Committee. When the orchestra travels after an evening concert, hotel accommodation must be provided up to concert time.
- (f) When a trip of more than (two) 2 hours duration is scheduled, the orchestra must arrive at least two and one-half (2½) hours before the proposed beginning of any service, while on a run-out at the concert venue, while on tour at the hotel or in exceptional cases the concert hall. Such exceptional cases will be with the approval of the Travel Committee.
- (g) All services scheduled the day after a run-out from which the orchestra transportation returns to Roy Thomson Hall after 6:00 p.m. shall not start before 12:00 noon.
- (h) Any pair of run-out concerts, occurring on consecutive days, shall be paid as three (3) services. For clarity, this will not apply to "Run-Outs on Tour" as per Article 23.1.4 above.
- (i) All run-out concerts which require departures more than five (5) hours before the beginning of the run-out concert, shall be paid for, and counted as, two (2) services.
- (j) All run-outs over nine (9) hours portal-to-portal shall be considered two (2) services unless departure time prior to the nine (9) hour time span has been discussed and agreed upon by the Travel Committee.
- (k) On any day where the scheduled travel time between departure from the hotel in one city (in the case of travel originating in Toronto, departure from Roy Thomson Hall) to the scheduled arrival time of the carrier in the next city is five (5) hours or more, there shall be no service. When travel is only by bus, this travel time shall be calculated between the hotel in one city (or Roy Thomson Hall) to the hotel in the next city and shall be not longer than five (5) hours. In unusual circumstances where travel of more than five (5) hours is required, one (1) service may take place. In this unusual circumstance, all travel in excess of five (5) hours will be paid pro rata plus 50% per fifteen (15) minutes.

- (l) Where such scheduled travel time is less than five (5) hours and more than three (3) hours, there may be one (1) service. However, should special circumstances, such as but not limited to a broadcast, change of soloist, programme change, programme "refresher", or where the Music Director deems it necessary, require a rehearsal service, the TSO may schedule a second service on such day, to consist of up to a sixty (60) minute rehearsal service. When such rehearsal is in excess of eight (8) services as per Article 23.9 below, payment will be pro rata plus 50% per fifteen (15) minutes.
- (m) Where scheduled travel time is less than three (3) hours, there may be two (2) services, of which one may be a concert and the other shall be a rehearsal of not more than one (1) hour duration.
- (n) During tours there shall be no travelling on a free day unless agreed upon by the Travel Committee.

23.5 Travel Regulations

Musicians will adhere to regulations as far as hand luggage is concerned. If a musician wishes to take an instrument into any mode of transportation and it occupies a seat, same seat will be paid for by the musician; however, the musician will not be required to pay for the seat if suitable travelling trunks are not provided. Musicians will advise the TSO no later than 60 days prior to a run-out or a tour of the make, serial number, and other pertinent information regarding the identification and value of their instruments. In the alternative, the musicians may inform management in writing that the information on file is still current. If the TSO does not receive such information by the above noted deadline, then the TSO will value the musician's instrument at Two Thousand Dollars (\$2,000.00) in Canadian funds for insurance **and** customs purposes. Musicians must also advise the TSO in writing at the same time whether their instruments will be carried personally or will be the transportation responsibility of the TSO. It is understood that in view of the border crossings and certain customs brokerage regulations, no changes in the above information will be permitted except in the case of emergencies, and these shall be determined at the discretion of the TSO.

23.6 Accommodation

23.6.1 During a tour, the TSO will provide overnight accommodation of a quality at least equivalent to C.A.A. three-star rating. The hotel will be in the central downtown area of the city being toured. If circumstances do not permit the foregoing, then the quality and location of the accommodation may be altered with the consultation and agreement of the Travel Committee. Such agreement will not be unreasonably withheld. It is understood that hotel accommodation will be planned for single occupancy, where possible. Musicians willing to share accommodation will receive an increase in per diem payment of Fifteen Dollars (\$15.00) for each night of shared accommodation.

23.6.2 Musicians not utilizing said accommodation will so notify the TSO in writing within sixty (60) days of the commencement of the tour and will provide the telephone number and address of their alternate accommodation. Musicians utilizing their own accommodation will be responsible for their own transportation to and from TSO services. Musicians utilizing alternate accommodation will receive a payment in the amount of Fifteen Dollars (\$15.00) for each night for which they do not utilize TSO provided accommodation unless TSO was not responsible for hotel costs.

23.7 Per Diems

Meal allowances are to be provided by the TSO only when musicians are actually on run-out or tour. For certainty, the following sets out the obligation of the TSO to provide meal allowances:

- (a) When transportation leaves Roy Thomson Hall between 1:30 p.m. and 6:00 p.m., allowance for dinner and out-of-pocket will be provided.
- (b) When transportation leaves Roy Thomson Hall between 11:00 a.m. and 1:30 p.m., allowance for lunch, dinner, and out-of-pocket will be provided.
- (c) When transportation leaves Roy Thomson Hall prior to 11:00 a.m., allowance for breakfast, lunch, dinner, and out-of-pocket will be provided.
- (d) When transportation returns to Roy Thomson Hall prior to 11:00 a.m. but after 5:00 a.m. in the same morning, an allowance for breakfast will be provided.
- (e) When transportation returns to Roy Thomson Hall prior to 5:00 p.m. but after 11:00 a.m., an allowance for breakfast, lunch, and out-of-pocket will be provided.
- (f) When transportation returns to Roy Thomson Hall after 5:00 p.m., an allowance for breakfast, lunch, dinner, and out-of-pocket will be provided.
- (g) Whenever the TSO provides a meal, the cost of such a meal shall be recovered by the TSO at its option by deduction of the allowance for the meal concerned on that day. Any musician who, for dietary reasons does not wish the meal provided, will, upon prior notification to Management through submission of a meal questionnaire, receive applicable per diem for such meal. If a meal is provided on an air charter or by another travel facility, then the allowance for the meal concerned on that day may be deducted by the TSO at its option. Deduction will not be made when a meal is provided on a regularly scheduled flight.
- (h) For the purposes of this Article 23.7 only, payment of per diem allowances while on tours in the U.S.A. will be in U.S. funds. All other payments, whether required in this Article 23.7 or elsewhere in this Agreement, shall be in Canadian funds.

23.8 Travel Committee

There shall be a Musicians' Travel Committee selected by the orchestra. The TSO will consult with the Travel Committee on all tour plans, including planned repertoire, transportation, accommodation plans, and travel schedules as far in advance as possible of all tours and run-outs and give serious

consideration to the suggestions of the Travel Committee. While on tour, if alterations in the travel arrangements as published in the tour book become necessary due to unforeseen circumstances, then such alterations will be submitted to the Travel Committee for advice and counsel. In addition, travel conditions, as set out in this Article 23 may be waived or altered with the consent of the Travel Committee. Itineraries shall be posted and made available to the orchestra thirty (30) days before the planned departure date of any tour or run-out.

23.9 Services on Tour

While on tour, there shall be up to eight (8) services in any seven (7) day period; no more than five (5) of these services may be concerts, the remainder being rehearsals, either regular orchestral rehearsals (up to 2½ hours), acoustic rehearsals (up to 30 minutes), broadcast acoustic rehearsals (up to 1 hour), or "refresher" orchestral rehearsals (up to 1 hour). There shall be no more than six (6) consecutive service days without a free day, which, for certainty, means a day without service or travel.

23.10 Rehearsals While on Tour or Run-outs

While on tour, rehearsals shall be subject to the following regulations:

- (a) Any rehearsal service, except for acoustic/broadcast acoustic rehearsals, shall be completed at least two and one-half (2½) hours before a concert, except after consultation with the orchestra through the Travel Committee.
- (b) Any service that is scheduled above and beyond the eight (8) services as per Article 23.9 above, will be paid pro rata plus 50% per fifteen (15) minutes. Permission for such additional services will be sought from the Travel Committee.
- (c) Acoustic rehearsals shall be scheduled to end between thirty (30) and forty-five (45) minutes prior to the start of the concert depending on the time that the audience is permitted entrance to the concert hall.

23.11 Tour Restrictions

23.11.1 During each season covered by this Agreement, there shall be no more than **six (6)** tour weeks. No single tour in the continental United States and Canada is to exceed four (4) weeks' duration. No single tour outside the continental United States and Canada is to exceed four (4) weeks, except by mutual agreement. After a tour of one (1) week or more, the orchestra must remain at home for two (2) weeks before another tour or run-out, except by mutual agreement. For the purposes of this Article 23, "continental United States" means every state of the Union as well as the District of Columbia, but does not include Hawaii. For clarity it is understood that Article 7 applies to tours.

23.11.2 Breaks

- (a) The following minimum breaks without services shall occur after tours of the following durations:
 - (i) Four (**4**) to thirteen (13) days – one (1) day without service
 - (ii) Fourteen (14) to twenty (20) days – two (2) consecutive days without service
 - (iii) Twenty-one (21) or more days – six (**6**) consecutive days without service
- (b) Days of break without services following a tour may be counted as days off in the week immediately following a tour.
- (c) The required days off in the tour week may be counted as a day of break without service.
- (d) Days of break without services following a tour shall not count against the total minimum number of consecutive days off per season, unless a non-service week is scheduled following such tour.

23.12 Medical Practitioner

It is agreed that a medical practitioner shall be provided at all times on tours of one (1) week or more, unless otherwise mutually agreed between the Travel Committee and the TSO.

23.13 Special Work Conditions

For tours outside of Canada and the continental United States, and extended out-of-town engagements, any special work conditions that are not covered in this Agreement shall be determined by the TSO following discussions and agreement with the Travel Committee.

23.14 Except as noted in this Article 23, the regular schedule of fees as set out in Article 8.1 shall apply.

23.15 Musicians may request to be excused by the TSO from a tour subject to the usual provisions in Article 12 dealing with sick leave and leaves of absence without pay. Special consideration will be given to applications for leave of absence without pay for family health reasons.

23.16 Medical Insurance on Tour

On a tour outside of Canada, the TSO shall obtain, at its cost, medical insurance coverage for the Musicians.

23.17 “Catchment-Area” Run-Out Concerts

Notwithstanding the terms and conditions identified elsewhere in this Article 23, on three (3) occasions per season the TSO may schedule “Catchment-Area” Run-out concerts as follows:

23.17.1 For Run-out concerts taking place within 45 km driving distance of Toronto City Hall, including but not limited to the Municipalities of Mississauga, Brampton, Oakville, Markham, Whitby, and Aurora, these conditions shall apply:

- (a) The TSO will provide bus transportation for all musicians who sign up not later than 30 days before the planned Run-out.
- (b) The TSO will provide, in consultation with the Musicians’ Travel Committee, satisfactory meals as required or appropriate Per-Diem payments. The choice between these alternatives shall be at the discretion of Management. For clarity, out-of-pocket per diem payments will not apply.
- (c) The TSO will not be required to transport instrument or wardrobe trunks. However, the TSO will provide cartage or a \$50.00 travel allowance to each Double Bass player performing the respective Run-out. The choice between these alternatives shall be at the discretion of Management. For Percussion, Harp, and Library, the TSO will arrange transportation as necessary in consultation with the respective musicians.

23.17.2 For Run-out concerts within 125 km driving distance of Toronto City Hall, including but not limited to the Municipalities of Guelph, Barrie, and Kitchener-Waterloo, these conditions shall apply:

- (a) The TSO will provide bus transportation for all musicians who sign up not later than 30 days before the planned Run-out.
- (b) The TSO will provide, in consultation with the Musicians’ Travel Committee, satisfactory meals as required or appropriate Per-Diem payments. The choice between these alternatives shall be at the discretion of Management. For clarity, out-of-pocket per diem payments will apply.
- (c) The TSO will not be required to transport instrument or wardrobe trunks. However, the TSO will provide cartage or a \$50.00 travel allowance to each Double Bass player performing the respective Run-out. The choice between these alternatives shall be at the discretion of Management. For Percussion, Harp, and Library, the TSO will arrange transportation as necessary in consultation with the respective musicians.

23.18 NACO Exchange Program

Notwithstanding anything else in this Article 23, in each season covered by this Agreement the TSO shall have the right to schedule one overnight concert to the National Arts Centre in Ottawa without obligation to remit 11% Tour Pay as per Article 23.2.4, provided that all other provisions in this Article 23 shall apply.

ARTICLE 24 - ELECTRONIC MEDIA

24.1 The musicians hereby consent to have two pre-existing scheduled services filmed or videotaped along with the accompanying sound for fundraising and/or marketing/publicity purposes, without additional fee, for sound or video. Such video or sound reproduction will be used solely for the aforementioned purposes by the management and will be of the best quality of reproduction. The orchestra members agree that, if necessary, then the rehearsal portion of a video reproduction may be in full concert dress. There shall be no more than a total of three (3) photographic sessions, electronic or otherwise, requiring full concert dress.

24.2 Concerts or portions thereof may be recorded for archival purposes (subject to guest artist or composer approval). Such tapes will be marked in such a manner that they have no commercial value and the recipient will be required to execute an undertaking to be liable for the cost and legal effects of any misuse of such tapes.

24.3 The management of the orchestra is allowed to use sound from any of its commercial and CBC recordings (subject to agreement by the appropriate recording company or authority) for TSO fundraising or TSO publicity purposes. Such fundraising purposes may include music at meetings and/or presentations, sound track to promotional films and/or videos, or like use. The management agrees that such uses will be restricted to TSO fundraising or publicity and will not be for commercial or profit use and that third parties (such as film companies) will sign guarantees for such restriction.

24.4 Any commercial recording, be it phonograph, video, or other form of electronic medium, which has been authorized by the TSO and which is marketed to the public as having been recorded by the TSO or part thereof, or by a trade name or otherwise, which directly or indirectly implies the use of the TSO in the recording, shall be made in accordance with the appropriate A. F. of M. Agreement. Every member of the TSO will be paid at least the minimum applicable recording fee for any such recording which for certain means no less than the applicable CBC or A. F. of M. stipulated recording fees.

ARTICLE 25 - ACTS OF GOD

25.1 Any member or members who are parties to or affected by this Agreement, whose services thereunder or covered thereby, are prevented, suspended, or stopped by reason of any strike, ban, unfair list order, or requirement of the Federation, shall be free to accept engagements of the

same or similar character, or otherwise for other engagers or persons without any restraint, hindrance, penalty, obligation, or liability whatsoever, any other provisions of this Agreement to the contrary notwithstanding.

25.2 It is agreed that in the event of war, national calamity, or force majeure, the TSO, at its option, may cancel this Agreement without prior notice.

ARTICLE 26 - LAWFUL PICKET LINES

26.1 It is agreed that each musician has the right not to cross a picket line in support of a lawful strike. Musicians who exercise this right shall not be disciplined nor held liable for damages. However, any musician who exercises this right will not be paid for work that the musician did not perform. The TSO reserves the right to pursue any other remedies at law that it may have. No musician will be required to cross a picket line where his/her physical safety may reasonably be considered to be endangered by doing so.

ARTICLE 27 - BARGAINING

27.1 It is understood and agreed between the parties hereto that they shall meet prior to January 15 of the year in which this Agreement expires in order to discuss the contractual provisions for the succeeding Master Agreement.

ARTICLE 28 - ORCHESTRA COMMITTEE

28.1 There shall be an Orchestra Committee elected by secret ballot according to the by-laws governing such elections as set forth by the TMA. The duties of the Orchestra Committee shall be to represent the orchestra in conferring with the Management of the TSO on all matters.

28.2 The Orchestra Committee shall have its own officers and by-laws.

28.3 The TSO will provide an amount equal to 10% of the annual minimum basic fee for one (1) orchestra member in each year of the Master Agreement for the purpose of funding the activities of the orchestra through the Orchestra Committee. Payment will be made on or before the first day of October in each year of this Agreement.

28.4 The President and CEO and the Orchestra Committee or its elected representatives agree to meet on a regular basis to discuss the future plans and operational problems facing the orchestra with the purpose of the free exchange of ideas for mutual benefit.

28.5 At least two (2) members of the Orchestra, appointed by the Orchestra Committee, shall be voting members of any search committee for the position of President and CEO. Any committee

of the Board considering and/or deciding the renewal of the President and CEO's contract will include at least two (2) members of the Orchestra, selected in the same manner as earlier in this paragraph. No President and CEO may be engaged or re-engaged without an affirmative majority vote of this committee of the Board.

28.6 The Chairmen of both the Orchestra Committee and the Programming and Scheduling Sub-Committee shall be included as members of any committee of the TSO that is charged with the responsibility of searching for and/or screening candidates for the position of Music Director or Principal Guest Conductor.

ARTICLE 29 - MUSIC DIRECTOR SELECTION

No candidate for the position of Music Director or Principal Guest Conductor of the TSO may be engaged who has not received at least a 50% positive plurality in a vote by all the musicians of the orchestra. Such vote will be conducted by secret ballot.

Dated at Toronto, this _____ day of _____, 200__.

Toronto Symphony Orchestra

Toronto Musicians' Association

APPENDIX "A"- Dress Clause

Unless otherwise specified by the TSO, dress shall be as follows:

A. Evening Main Series Concerts (including tours and run-outs)

Men: Full dress tails, white shirt, white vest or white cummerbund, white bow tie, black calf-length socks, and black leather dress shoes

Women: Long black: All-black dress, or all-black top (or blouse) with modest neckline, high back, sleeves to the wrist, and skirt. Skirt length to be 5 in. (12.5 cm.) above the ankle or lower, sitting and standing. A white blouse may be worn with a skirt if accompanied by a black jacket. Pant suits consisting of a jacket and tailored or dressy pants to the ankle may be worn with a white or black blouse.

Hose will be sheer black, opaque, or modestly textured (not lace). Shoes should be reasonably dressy and all black.

*The purpose of a dress code is to establish a generally homogenous appearance of the orchestra. The colour of all black garments must be unequivocally and solidly black.

B. School, Young People's, Pops, Light Classics, and Matinee Concerts

Men: Black suit, long-sleeved white shirt, a long tie, black calf-length socks, and black shoes.

Women: Short black - Same as long black, except that skirt length should be below the knee sitting or standing. Hose will be black (as in A.) and shoes should be black.

C. Casual Concerts

Men and Women: "Hip" casual - e.g.: good jeans/chinos and a blouse/top/sport shirt. Clothing, when provided by the TSO for Casual Concerts, will be worn by each musician.

D. Summer Concerts

Men: White (not cream or off-white) jacket, long-sleeved white shirt, black bow tie, black slacks, black calf-length socks, and black shoes.

Women: Indoor concerts - White jacket, white long-sleeved blouse, long black skirt (length defined in **A.**) or dressy black pants, black hose, and shoes (as per **A.**).

Outdoor concerts - White jacket, white blouse with long or three-quarter (3/4) length sleeves, black pants or black skirt (length defined in **B.**), black hose, and black shoes.

General

Musicians are expected to wear neat, wrinkle-free and clean clothing, pressed pants/skirts, and shined shoes.

Extra/substitute musicians will be notified beforehand of the Dress Code.

The Personnel Manager will decide if interior or exterior climatic conditions justify any alteration to the above requirements.

The Personnel Manager is charged with enforcing the Dress Code and may require a musician to have his/her clothes cleaned and mended. In addition, the Personnel Manager, in consultation with the President & CEO, or his designate, may require a musician to replace his/her costume if it does not meet the required standards.

In the case of any discrepancies or confusion, the Personnel Manager shall have the final say.

APPENDIX "B" - Orchestra Personnel Manager

1. The Orchestra Personnel Manager shall have a minimum of five (5) years playing experience in an orchestra which is a member of ICSOM or OCSM.
2. The Orchestra Personnel Manager shall be interviewed at the time of selection by a Joint Committee consisting of the following members:
 - (a) three (3) members selected by the TSO; and
 - (b) three (3) members of the orchestra, one of whom is the Chairman of the Orchestra Committee and the other two (2) to be selected by the Orchestra Committee.

The TSO will engage a mutually acceptable candidate as the Orchestra Personnel Manager.

3.
 - (a) The Orchestra Personnel Manager shall have achieved tenure if, after serving three (3) years in the position with sole responsibility, he has not received notice of non-renewal. Likewise, the TSO will notify the Orchestra Personnel Manager after the above three years period that he has achieved tenure in the position.
 - (b) If the Orchestra Personnel Manager has not yet achieved tenure, then notice of non-renewal can be requested by either the TSO or the Orchestra. Should the Orchestra request notice of non-renewal, this request should be made through the Orchestra Committee to the President and CEO of the TSO.
4. The performance of the Orchestra Personnel Manager shall be evaluated in a meeting by the Joint Committee (as per No. 2 above) on a yearly basis, and the Orchestra Personnel Manager shall be made aware of the content of the evaluation.
5. After tenure is achieved, should the Joint Committee decide to terminate the services of the Orchestra Personnel Manager, then all appeal and severance provisions applicable to playing musicians of the orchestra, governed by Articles 18 and 19 respectively, shall apply.

The Orchestra Personnel Manager shall be charged with protecting the interests of the musicians covered by this Agreement, as well as the interests of the TSO. The Orchestra Personnel Manager shall be responsible for the observance of the rules of the TMA and shall be required to report any infractions of such rules to the TMA and to the TSO. As liaison between management, musicians, conductors, and the TMA, the Orchestra Personnel Manager shall be accorded the cooperation and the assistance of all parties to this Agreement. The Orchestra Personnel Manager is charged with the responsibility of superintending problems of seating space, sight lines, light, temperature, and the safety of instruments, with a view to safeguarding the health and well-being of the musicians at

all times. Should the Orchestra Personnel Manager have reasonable cause, which might necessitate the temporary or permanent halt of rehearsal and/or concert, he has the responsibility to consult immediately with the TSO in order to resolve this problem to the satisfaction of all parties.

APPENDIX "C" - Minimum Complement

1. Articles 6.2 and 6.6 of the Master Agreement state that leave of absence applications shall be evaluated solely on the basis of the artistic requirements of the orchestra, that is, on the availability of a suitable replacement, if necessary. It is agreed, in addition to this, that there should be a minimum complement of regular contracted TSO musicians, regardless of the reasons for absence in the orchestra. These minimum complements are defined below. Until the minimum complements are reached, leaves of absence will be granted on a first come first served basis.
2. For Summer Season concerts (unless otherwise requested by the Music Director), the Light Classics, Pops, Young People's, and School Concerts, the minimum complement of regularly contracted TSO musicians shall consist of the following: 12 first violins, 10 second violins, 8 violas, 6 cellos, 4 basses, 2 flutes, 2 oboes, 2 clarinets, 2 bassoons, 3 horns, 2 trumpets, 3 trombones, and 2 percussion/timpani.
3. For all remaining concerts and musical services, leave of absence will not be granted if such leaves would reduce the total number of players in each of the wind sections by more than one. However, if in the opinion of the Music Director the program permits, additional leaves may be granted. A leave of absence will not be granted if it would reduce the total number of regularly contracted TSO musicians in each violin section by more than three (3) players and in the viola, cello, and bass sections by more than two (2) players. However, again, if in the opinion of the Music Director the program permits, then additional leaves may be granted.

BY-LAWS

of the

ORCHESTRA COMMITTEE-TORONTO SYMPHONY ORCHESTRA

(Revised November 2002)

Appended for reference and convenience

These By-Laws have been issued by the Executive Board of the Toronto Musicians' Association to govern the official proceedings of the Orchestra Committee of the musicians of the Toronto Symphony Orchestra, hereafter referred to as "the Musicians".

1. Orchestra Committee

- (a) The Orchestra Committee shall consist of no more than twelve (12) and no fewer than eight (8) tenured Musicians, of whom no more than six (6) shall be elected each year for a term of two (2) years.
- (b) The officers shall be: Chairman, Vice-chairman, Secretary, Assistant Secretary, and Treasurer, and shall be elected annually by the Orchestra Committee for a term of one (1) year.
- (c) The Orchestra Committee, at its discretion, may appoint any Musician as Treasurer. In this event the Treasurer would not be a member of the Orchestra Committee.

2. Duties Of Orchestra Committee

- (a) It shall be the duty of the Orchestra Committee to represent the Musicians and to carry out their decisions. Any decision made in accordance with clause(s) 14.1.2, 14.1.3, 14.3.5, 14.3.6, 14.4.1, 14.4.3, 14.10.6, 14.10.9.5, 14.10.13.6, and 14.10.16 of the Master Agreement [Auditions] must be made after consultation with the relevant audition committee. **Any** decision made for a Concertmaster position must be made after consultation with all the Principal players, the violin audition committee and the five (5) musicians whom the Music Director deems appropriate to assist him.
- (b) Quorum
 - (i) If there are eleven (11) or twelve (12) Musicians on the committee, the quorum shall be **six** (6).
 - (ii) **If** there are nine (9) or ten (10) Musicians on the committee, the quorum shall be five (5).

- (iii) If there are eight (8) Musicians on the committee, the quorum shall be four (4).
- (c) **Any** member of the Orchestra Committee who is elected to the Executive Board of the Toronto Musicians' Association shall relinquish his position on the Committee upon taking his oath of office.
- (d) At all meetings of the orchestra, a simple majority of the Musicians shall constitute a quorum.
- (e) The results of all votes taken are final and binding once they have been tabulated. The results shall be announced by the Chairman of the Orchestra Committee.

DUTIES OF OFFICERS

3. Chairman

- (a) Shall act as a liaison between the Corporation of the Toronto Symphony Orchestra and the Musicians, and shall transmit all information received to the Orchestra Committee.
- (b) Shall call and preside at all meetings of the Musicians and the Orchestra Committee.
- (c) Shall call such meetings of the Musicians that are requested by the Orchestra Committee, the Executive Board of the Toronto Musicians' Association, or ten (10) Musicians.
- (d) Shall prepare an agenda for all meetings.
- (e) Shall appoint all sub-committees of the orchestra, with the concurrence of the Orchestra Committee.
- (f) Shall co-sign all cheques of the Orchestra Committee account.
- (g) Shall appoint a representative to all auditions and reviews, and all meetings related to auditions and reviews, with the concurrence of the Orchestra Committee.

4. Vice-chairman

- (a) Shall perform the duties of the Chairman in his/her absence or at his/her request.
- (b) Shall be Chairman of the Scheduling and Programming sub-committee.

5. Secretary

- (a) Shall keep all minutes of all meetings of the Musicians and the Orchestra Committee.
- (b) Shall send copies of all minutes to the Secretary-Treasurer of the Toronto Musicians' Association along with all ballots when a secret vote of the Musicians is taken.
- (c) Shall prepare, cause to be distributed, and supervise the counting of all ballots when a secret vote of the Musicians or the Orchestra Committee is required, unless otherwise provided for.
- (d) Shall attend to all correspondence of the Musicians and the Orchestra Committee as directed.

6. Assistant Secretary

Shall perform the duties of the Secretary in his/her absence at his/her request.

7. Treasurer

- (a) Shall collect all assessments that have been approved by a majority vote of the Musicians.
- (b) Shall keep a record of all monies collected and dispersed.
- (c) Shall co-sign all cheques of the Orchestra Committee account.
- (d) Shall deposit all orchestra monies in an account in the name of the Orchestra Committee in a financial institution designated by the Orchestra Committee.
- (e) Shall prepare and distribute a written financial statement and budget to be presented for approval within a month of the fiscal year end, which shall be August 31st.

8. Election of Orchestra Committee and Officers

- (a) Nominations shall be called for and made at a general meeting of the orchestra, which shall be called within the first month of the season provided a Master Agreement is in force.
- (b) All nominations must be made with the approval of the nominee and be seconded by a Musician.
- (c) The Secretary shall post the names of the nominees on the bulletin board immediately

after the meeting.

- (d) Eligibility
 - (i) Members of the Executive Board of the Toronto Musicians' Association are not eligible for nomination.
 - (ii) Neither the Personnel Manager nor his/her Assistant shall be eligible for nomination.
- (e) The election of the Orchestra Committee shall take place within seven (7) days of the nominations.
- (f) The Chairman shall appoint an Election Committee of three (3) Musicians who shall distribute ballots, count the ballots, announce the results, and submit a written report to the Secretary of the Orchestra Committee, who shall forward the report to the Executive Board of the Toronto Musicians' Association. Nominees may not serve on the Election Committee.
- (g) Voting shall be by secret ballot. In the event that a Musician is absent, he/she shall be contacted and given 48 hours to exercise his/her vote. At the request of the Chairman of the Orchestra Committee, the Election Committee shall arrange advance polling and proxy voting where deemed appropriate.
- (h) Each Musician shall vote for not more than **six (6)** nominees on the distributed ballots.
- (i) Ballot Procedure for Committee Election:

The minimum number of votes for election to the Committee is forty-five (45).

- (1) **If** fewer than eight positions are filled, remaining nominees who gained less than 45 votes enter a run-off ballot.
- (2) Run-off ballots are repeated until either:
 - (a) All positions are filled by candidates with 45 or more votes, or
 - (b) **No** candidate receives 45 votes.
- (3) In the event that no candidate receives 45 votes, the Orchestra Committee may appoint by simple majority vote of the Orchestra Committee any willing Musician to the Committee to fill as many of the remaining vacancies as they see fit provided that the minimum number of Orchestra Committee members is eight (8) and the maximum is twelve (12).

- (4) Appointments may be made at any time during the year provided the above numerical limits are adhered to at all times and that all appointed members' terms be deemed completed by the next elections.
- (j) The Orchestra Committee shall then meet within seven (7) days and elect its Officers.
- (k) In the event of a vacancy occurring on the Orchestra Committee, which would reduce the size of the Orchestra Committee to fewer than eight (8), the vacancy shall be filled by an appointee of the Orchestra Committee, in accordance with 8 (i)(3) & (4) or by means of a by-election.

9. Sub-Committees

Each sub-committee shall have a chairman who must be a member of the Orchestra Committee and who will chair all meetings and submit a written report to the Orchestra Committee. The Orchestra Committee may appoint musicians from the orchestra at large to the sub-committees. No sub-committee (unless so defined under the terms of the Master Agreement) has the power to make binding decisions on behalf of the Musicians. Such recommendations by the sub-committee will be presented to the Orchestra Committee for discussion, after which the recommendation will be subject to a simple majority vote of the members of the Orchestra Committee present.

- (a) Scheduling and Programming Committee: Shall have four (4) members, one of whom shall be the Chairman of the Travel Committee. Their duties will be to deal with matters concerning programming, scheduling and any other related matter.
- (b) Travel Committee: Shall have three (3) members who will work with management in all matters relating to the tour clause (# 23) of the Master Agreement.
- (c) String Committee: Will be comprised of three (3) string players from the Orchestra Committee, if available; or three (3) Musicians whose function shall be to bring matters pertaining especially to string players forward to the Orchestra Committee.
- (d) Nominations Committee: Shall have three (3) members. The purpose of this committee is to seek out suitable candidates for election to the Orchestra Committee, acquaint candidates with the By-Laws and procedures of the Orchestra Committee and submit these names for nomination. This does not preclude other nominations being made by the Musicians.
- (e) Negotiations Committee: Shall have five (5) or six (6) members. They will be elected by the Orchestra Committee from its own membership and ratified by the Musicians on or before the 1st of November of the season in which negotiations are to begin. However, should the Orchestra Committee agree by a 2/3 plurality on the

necessity or advisability of the inclusion of a Musician who is not a member of the Orchestra Committee, the said Musician may so serve, providing the Negotiations Committee is duly ratified as per the preceding sentence. The Negotiations Committee will serve as the representative body to negotiate on behalf of the Musicians for a new Master Agreement. The committee will be dissolved on the date that a new Master Agreement is ratified by the Musicians.

10. Any amendment to the By-Laws must be approved by a 2/3 plurality of the Musicians.

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