



**TORONTO
MUSICIANS'
ASSOCIATION**
LOCAL 149 • A.F. OF M.

MASTER AGREEMENT

July 1, 2013

to

July 15, 2016

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PREAMBLE

The general purpose of this Agreement is to establish and maintain mutually satisfactory relations between the Toronto Symphony (the "**TSO**") and its musicians, represented by The Toronto Musicians' Association, Local 149, C. 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, C. F. of M.
Federation:	The Canadian 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 [<i>e.g.</i> , 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 (<i>e.g.</i> , 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.
Dark Week:	Any week in a given season without scheduled services or entitlement to remuneration.

ARTICLE 2 TERM OF AGREEMENT

2.1

This Agreement shall be effective as of July 1, 2013, and shall remain in force up to and including July 15, 2016. During the term of this Agreement, there shall be three seasons as follows:

2013/2014 Season	43 contiguous paid weeks scheduled between September 1, 2013 and July 15, 2014.*
2014/2015 Season	43 contiguous paid weeks scheduled between September 1, 2014 and July 15, 2015.
2015/2016 Season	43 contiguous paid weeks scheduled between September 1, 2015 and July 15, 2016.

* In the event a European Tour is confirmed for August 2014, Weeks 42 and 43 may be scheduled as two consecutive weeks, non-contiguous with Weeks 1 to 41, provided written notice is given by November 30, 2013. Musicians shall then have thirty (30) days from the date of notification to inform the Personnel office in writing if they are not available. Notwithstanding Article 9.1, c, viii, any musician who chooses to opt out of the Tour shall be granted an unpaid leave.

2.2

Should the TSO schedule additional weeks not contiguous to those outlined above beyond 42, such weeks will be optional for all players. Any musician opting out of such 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/CFM 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 TSO 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 CFM, 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:

2013/2014	91 musicians
2014/2015	92 musicians
2015/2016	93 musicians

4.1.1

It is recognized that the TSO may commence the season with fewer than the number of musicians stipulated above under contract due to any unfilled vacancies resulting from resignation, retirement, dismissal not in violation of the Agreement, or the death of a musician. The TSO will formally initiate the process to fill any vacancies by communicating in writing to Orchestras Canada, with copies to the Orchestra Committee and the TMA, the date(s) of the Canadian Audition for the vacancy or vacancies in accordance with Article 14, within sixty (60) days after any such vacancies are confirmed due to the resignation, retirement, dismissal not in violation of this Agreement, or death of a musician.

4.1.2

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 CFM, 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 in the final year of negotiations for a renewal of this Agreement as per Article 26, if such negotiations have not been concluded.

5.3 Orchestra Personnel Assignments

Any issues with regard to personnel assignments in any TSO services may 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 contract hours of rehearsals and concerts, subject to the direction of the Orchestra Personnel Manager 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 a rehearsal or concert, he will in every instance notify the Orchestra Personnel Manager or his designate in writing, or in their absences, the Management.

6.1.2 Tuning and Arrival

Each musician shall be on stage properly prepared for the tuning procedure prior to the scheduled start of each rehearsal and concert or portion thereof in which the respective musician is required. When possible, a backstage five (5) minute call will be made as a courtesy. The pitch of the Orchestra shall be set at A-440 but, in any event, not higher than A-442.

6.1.3 Photo Calls

6.1.3.1

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.

6.1.3.2

All members of the Orchestra shall also make themselves available for one half-hour call for individual photography as required by the TSO for marketing/publicity purposes. These photo sessions will be scheduled for mutual convenience between the TSO and the respective musician, and whenever possible be scheduled contiguous to an existing TSO service.

6.2 Individual Practice

It is the responsibility of each musician to practice individually, 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 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 6.5.1, 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 his designate, 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 Librarian

In the 2013/2014, 2014/2015, and 2015/2016 seasons, two (2) librarians shall be engaged by the TSO for 45 weeks per season, specifically, 43 weeks as set out in Article 2.1, plus two working weeks to be scheduled during the summer non-service period. The Librarians shall, in consultation with TSO Management, arrange their working weeks during the non-service summer period in such a way that they do not coincide, and thereby provide four (4) weeks wherein there shall be a librarian present. Librarians are understood to be engaged on the basis of a 35-hour work week. The Librarians shall manage their work flow to ensure that overtime is avoided to the extent possible. If overtime is necessary, then it shall be subject to prior written approval from TSO management.

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. The Orchestra Committee must approve any such change and will provide the TSO with its decision within thirty (30) days of receipt of notification of the change. Such approval shall not be unreasonably withheld.

7.1

If there is only one (1) rehearsal for a concert or programme, and the TSO wishes it to be an open rehearsal, then a request will be made for approval in advance to the Orchestra Committee.

7.2 Scheduling

The TSO may schedule up to 10 services in any week of the season, provided that the average number of services per week for all the working weeks in the season is not more than eight (8), subject to the following limitations:

No more than seven (7) weeks containing ten (10) services may be scheduled per season.

No more than ten (10) weeks containing nine (9) services may be scheduled per season.

No more than three (3) weeks containing fewer than six (6) services may be scheduled per season.

A 10-service week shall be followed by a week of eight (8) services or less.

For the purposes of this Service Averaging, Students' Educational Concert Weeks with eight (8) services or more, as per Article 7.2.1 below shall not be included.

7.2.1 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.
 - (iv) Seven (7) one-hour school concerts and one evening concert of ninety (90) minutes without intermission or entitlement thereto and two (2) rehearsals: one of

two and one-half (2 ½) hours with intermission, and one of ninety (90) minutes without intermission or entitlement thereto. The use of evening concerts cited above shall be limited to the evenings of Monday through Thursday.

- (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 7.2.3. In any event, there shall be not more than two (2) consecutive weeks scheduled for students' educational concerts.

7.2.2 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. The three services utilized in these YPC Saturdays shall be paid and counted as two services.

7.2.3 Split Orchestra Weeks

The Orchestra may be split into four (4) groups, eight (8) weeks per season, under the following conditions:

- (a) No Musician shall play in more than one group in addition to scheduled full-orchestra services during a given week. For clarity, a musician shall not be required to perform in more than one of the split groups.
- (b) Each group will have a minimum of twelve (12) players.
- (c) A conductor/leader is required, unless otherwise agreed.
- (d) Rehearsal for each group will occur only during the week of the split.
- (e) Groups may perform under the guidelines of Article 7.2.1.
- (f) Groups may perform services at appropriate venues within 150 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.
- (h) Split orchestra weeks are subject to approval of the Artistic Advisory Committee. Programming, instrumentation, and scheduling for split orchestra weeks shall be made available to the Artistic Advisory Committee no later than ninety (90) days in advance of the scheduled concerts.

7.2.4 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 7.2.2. 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.

7.2.5 Days Off Per Week

- (a) There shall be two (2) days off per week except on five (5) occasions per season in which there may be only one day off per week. Subject to approval by the Orchestra Committee, there may be two (2) additional weeks per season in which there may be only one day off per week. 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 the two days off per week consecutively.
- (b) 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.

7.2.6 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 shall be mandatory for all musicians with the exception of those who, within 48 hours of notification, provide Personnel with 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 shall be mandatory for all musicians, save those who, within 48 hours of notification, provide Personnel with written proof of 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 shall make best efforts to accommodate the change.

7.2.7

Notwithstanding the definition of "week" in Article 1 of this Agreement, any number of services from the 43rd week may be scheduled in the week preceding the first week of the season. The 43rd week shall be optional for all members of the orchestra, provided that each musician exercising this option does so in writing no less than 90 days before the scheduled beginning of

the 43rd week or 30 days prior to such services scheduled in the week before Week 1 of the season.

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 circumstance, a three (3) hour rehearsal. In four (4) such cases per season overtime payments will not apply.
- (c) Where 7.3.1 (b) is used in a 10-service week, another rehearsal in the same week must be shortened to two (2) hours, otherwise overtime payments apply.

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. For dress rehearsals only, up to two (2) minutes overtime is allowed 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 7.2.5.

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 weekly fee of each musician, and third and all subsequent units to be paid and computed at the rate of 1/10th of the contracted weekly 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 possible or applicable, will be printed in the Schedule Book.

7.4.4 Split Services

On four (4) occasions in each of the seasons covered by this Agreement, the TSO may schedule a split service. A split service consists of a one-hour rehearsal, a thirty-minute break and a one-hour performance, in either sequence, provided that the total duration of the split service does not exceed 2 ½ hours. However, a five-minute grace period will be allowed before overtime

payments become due in the case of a first performance in a split service. Overtime rates for split services shall be the same as for 90-minute concerts without intermission as per Article 7.4.2. It is understood that both halves of a split service must relate to the same concert program.

7.4.5 Extended Performance Length

In one (1) week of each season, the TSO shall have the right to schedule up to three (3) performances of one work with performance time beyond the normal time parameters for concerts as specified elsewhere in this Article 7.4, without obligation for overtime payments, as follows:

For a concert with intermission, one work of up to three (3) hours in duration (including intermission)

OR

For a concert without intermission, one work of up to two (2) hours and fifteen (15) minutes in duration.

7.4.6 Extended Film Services

During weeks 1 to 41 of each season, the TSO shall have the right to schedule up to three (3) film projects involving a film of up to three (3) hours in duration without obligation for overtime payments.

During weeks 42 and 43 of each season, the TSO shall have the right to schedule additional film projects involving films of up to three (3) hours in duration without obligation for overtime payments.

There shall be a maximum of five (5) extended film services, consisting of dress rehearsal and performances, scheduled in a single week and subject to the following conditions:

- (a) There shall be no more than four (4) performances of a film in a single week.
- (b) If five (5) extended film services fall in a single week, then no other programme may be scheduled in that week.
- (c) If four (4) extended film services fall in a single week, then there may be one (1) additional programme in that week, comprised of not more than three (3) services.
- (d) If three (3) extended film services fall in a single week, then there may be one (1) additional programme in that week, comprised of not more than four (4) services.

There shall be no more than eight (8) services scheduled in any week involving extended film services.

A free day shall immediately follow the run of an extended film.

Notwithstanding Article 7.4.3, the TSO shall have the right to schedule extended film services outdoors as per this Article 7.4.6.

Scheduled overtime for extended film services in excess of three (3) hours shall be identified in the Musicians' Schedule Book and will be paid and computed at the rate of 1/60th of the contracted weekly fee of each musician for each fifteen (15) minutes or fraction thereof of overtime.

7.4.7

For performances delayed by situations beyond the reasonable control of the TSO, including but not limited to medical emergency, fire or fire alarm, electrical failure, or natural disaster, there shall be no obligation for the TSO to make overtime payments for the first thirty (30) minutes. It is understood that the TSO will make best efforts to minimize such delays and in no case will the musician be obligated to remain more than 30 minutes after the normal end of a service so affected.

ARTICLE 8 FEES

8.1 Schedule of Fees

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

	<u>2013/2014</u>	<u>2014/2015</u>	<u>2015/2016</u>
Weekly	\$1,950.33	\$1,960.08	\$1,979.68
Annual	\$83,864.19	\$84,283.44	\$85,126.24

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. For clarity, such contracted weekly salary shall not include any temporary weekly step-ups contained in side letters to an individual contract.

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 after the musician completes the equivalent of five full seasons, and in five-year increments thereafter in accordance with the following schedule:

Seasons of Cumulative Employment	Weekly Seniority Increment
After the equivalent of five full seasons	\$22.00
After the equivalent of ten full seasons	\$45.00
After the equivalent of fifteen full seasons	\$69.00
After the equivalent of twenty full seasons	\$90.00
After the equivalent of twenty-five full seasons	\$108.00

For clarity, a musician's total number of seasons will be calculated from the musician's start date, regardless of whether this date aligns with the beginning of the TSO's regular season or not.

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 \$50.00 per service under any circumstance, 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
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Section player playing in the First chair	\$50.00 per service
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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.

8.4.2

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, 22½ 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 four (4) 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. This sub-article may not be applied in combination with Article 7.3.1(b) in the same week.

8.6.1.1 Overtime Obligation

8.6.1.2

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 7.2.6. 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 1/40th of the contracted weekly 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 five (5) paid non-service weeks 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 Artistic Advisory Committee, in consultation with the Orchestra Committee, and the TSO.
- (c) Each musician shall receive an additional week, to be decided by the TSO, and known as a rotating non-service period, for which the musician shall be paid his respective contracted fee. The following restrictions shall apply:
 - (i) The rotating non-service period shall be scheduled as a complete week or, at the discretion of the individual musician and in consultation with the TSO through the Orchestra Personnel Manager or his designate, 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) When any part of Week 42 and/or 43 falls after June 30, a musician may request his rotating non-service week during either of these weeks, and it shall be granted provided that the request is made in writing to Personnel not later than the beginning of Week 2. In addition, musicians requesting an unpaid leave during the time period defined above shall be guaranteed the time off.
- (viii) 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 the beginning of Week 2 of the respective season.

9.1.2

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

The TSO shall make best efforts to avoid scheduling services on Rosh Hashanah, Yom Kippur, Christmas Day, Good Friday, Passover, and Easter Sunday. In the event that the TSO schedules services on any of the above holidays, those musicians who wish to observe that holiday may do so without reduction of pay by notifying the TSO in writing thirty (30) days before the respective

holiday. For clarity, the actual time parameter of such holiday will be determined by the customary religious beliefs of the individual musician.

9.2.2

The TSO will pay time and a half for New Year's Eve services and double time for New Year's Day 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, but not during the first two playing weeks of the season unless so requested by the musician. Management recognizes that relief weeks are provided as a preventative measure to avoid illness and injury and will try to ensure that such services provide actual relief as required by the individual players. Best efforts will be made to accommodate a musician's request while still maintaining the artistic integrity of the organization, as well as to give notice of relief weeks or services 30 days in advance of their occurrence.

9.4 Pension CFM-Musicians' Pension Fund of Canada Contributions

9.4.1

In addition to the musician's minimum basic weekly fee, the TSO agrees to pay 10% of such fee, for each musician, to the CFM-Musicians' Pension Fund of Canada .

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 SUBSTITUTION 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 designate, 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, not to exceed one week of the minimum weekly fee as outlined in Article 8.1, plus applicable contributions to the CFM/EPW (Canada) Fund. For clarity, this does not affect any entitlement to overtime payments.
- (b) For school concerts or rehearsals performed under the provisions of Article 7.2.1, one tenth (1/10) of the minimum basic fee, plus applicable contributions to the CFM-Musicians' Pension Fund of Canada.
- (c) For YPC services performed under the provisions of Article 7.2.2, two eighths (2/8) of the minimum basic fee will be paid for each such three (3) service group, plus applicable contributions to the CFM-Musicians' Pension Fund of Canada.

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 the contracted 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, INJURY, LEAVES

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

12.1 Paid Sick Leave

Sick leave is paid time off which is to be used during periods of temporary sickness or injury to allow a musician the opportunity to stay home and address personal health and safety needs. Paid sick leave is granted only for personal illness (hereinafter meaning to include injury). The provision for sick leave is intended to secure a musician's income from the TSO, if any, while sick. For clarity, if the musician is sick during a time outside the designated contracted season and not being paid, then the respective musician will not receive sick-leave benefits. Sick leave is not an outright entitlement and may not be claimed as a cash payment on non-renewal of contract or otherwise. Abuse of sick leave is a serious misconduct and will be subject to disciplinary action.

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.

12.1.1

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

- (a) The musician must immediately contact in order, the Orchestra Personnel Manager or Assistant Personnel Manager, the TSO Production Manager or, failing that, the Director of Orchestra Operations, to inform the TSO of the nature of the illness and the estimated length of absence from the Orchestra. It is understood that successful contact requires that the musician receive either verbal or email notification that the message about illness and absence has been received. Every reasonable effort must be made by the musician to continue to make contact until receipt of notification is confirmed.

To the extent possible, scheduled absences (*e.g.*, elective surgery) will be arranged at times when the musician is not contracted for TSO services, such as during a non-service week, or outside the designated contracted season . When this is not possible, the musician will advise the Orchestra Personnel Manager as early as possible in the scheduling of sick leave.

- (b) In the case of a scheduled or unscheduled absence of five or more consecutive services, a statement from a medical doctor verifying the legitimacy of the illness is required in order to qualify for sick leave with pay. This requirement may be waived at the discretion of the TSO Management. In the case of recurring short absences (*i.e.*, less than five consecutive services) due to illness, the TSO may require a statement from a medical doctor verifying the legitimacy of the illness.

- (c) A record will be maintained of sick leave for each musician. If there is an unusual number or pattern of sick leaves as perceived by Management, then the provisions of 12.1.2 (c) will apply at the discretion of the TSO. This is intended to be a benefit to the musician.

12.1.2 Short-Term Disability

- (a) When a musician is prevented from performing his essential duties at work due to a confirmed personal illness, and this condition continues beyond one week, the musician is considered to be on short-term disability until his return.
- (b) The musician's medical condition is a matter of privacy between the musician and his doctor and any designated third party assigned by the TSO (see Article 12.1.2(c)). The TSO is not entitled to information about the diagnosis of the illness. However, the musician and his medical doctor must update the TSO on a regular basis throughout the absence regarding the prognosis for the illness or injury, any limitations imposed on the musician's ability to perform his essential duties, and the potential for a return to work either full-time or under modified conditions as soon as possible.
- (c) The TSO may engage at its own expense, Shepell.fgi, or a comparable case management company, to manage a short-term disability on behalf of the TSO while maintaining the musician's privacy relative to their medical condition. This is intended to be a benefit to the musician to ensure that the musician receives appropriate and effective diagnosis and treatment, as well as the development of a responsible back-to-work plan. The TSO will be responsible for the costs related to the case management service only. Any costs related to a specific course of treatment will be the responsibility of the individual musician.
- (d) A musician on a confirmed and supported short-term sick leave will be entitled to receive one hundred per cent (100%) of his contracted fee for a period of up to 90 days immediately following the onset of illness. For clarity, if the musician is sick during a time outside the designated contracted season and not being paid, then the respective musician will not receive sick-leave benefits, although such time shall count towards the 90-day period.
- (e) If a musician returns to work at any time during the 90-day period, but experiences a recurrence of the same or a related disability within 30 days of the return, then such recurrence will be considered a continuation of the initial disability and the count will resume towards the 90-day short-term disability period.

12.1.3 Long-Term Disability (LTD)

When a musician is prevented from performing his essential duties at work due to a confirmed personal illness, and this absence continues beyond 90 days, and the musician is deemed disabled by the LTD insurance carrier, then the musician is considered to be on long-term disability until his return to work. Continuation of long-term disability payments is managed by the insurance carrier. For full information on LTD benefits, please consult the LTD benefit booklet.

- (a) The TSO will contribute premiums to a disability plan which may provide benefits commencing 91 days after the onset of illness.
- (b) Musicians are strongly encouraged to apply for long-term disability) within 30 days after the onset of short-term disability in order to expedite the claim process and prevent an unnecessary interruption to income, should long-term coverage become necessary.
- (c) While on short-term or long-term disability), the musician will continue to receive full contributions to the Musicians' Pension Fund of Canada by the TSO, to a maximum of three (3) years from the date of the onset of illness, as long as the musician is under contract with the TSO.
- (d) A musician who is:
 - (i) disabled beyond the short-term disability period of his sick leave, and
 - (ii) is approved or waiting for approval of long-term disability), and
 - (iii) who applies in writing to the TSO

shall be granted a leave of absence without pay for such disability. This leave of absence will continue until such time as the musician no longer qualifies for long-term disability) benefits, or until his contract is terminated.

In the case that a musician has been absent because of a long-term disability) for less than three (3) years, and should the musician consider himself able to return to his position and wishes to do so, then a report paid for by the TSO and outlining a viable back-to-work plan will be produced by Shepell.fgi or a comparable case management company. This requirement may be waived by the TSO at its sole discretion.

In the case that a musician has been absent because of a long-term disability) for a total aggregate time of more than three (3) years, and should the musician consider himself able to return to his position and wishes to do so, then a report paid for by the TSO and outlining a viable back-to-work plan will be produced by Shepell.fgi or a comparable case management company. At this point the TSO, at its discretion, may choose not to renew the musician's contract without penalty or severance costs, notwithstanding any other provision of this Agreement.

12.2 Leaves with Pay

12.2.1.1

In this Article 12.2, "immediate family"" shall mean the musician's spouse or spouse equivalent, parents, grandparents, children, sisters, and brothers, and shall include the parents, grandparents, and siblings of said spouse or spouse equivalent.

12.2.1.2

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 designate.

12.2.1.3

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) consecutive days, one of which must be the day of the wedding.

12.2.1.4

Paternity leave as a result of a birth or adoption by the musician or the musician's spouse, or as a result of a musician coming into the legal care, custody, or control of a child will be paid for up to the remainder of the week in which the child arrives, and one (1) additional week. The additional full week may be taken within a four week period, up to two weeks before and up to two weeks after the anticipated date of birth, adoption, or assuming legal responsibility for a child. A musician may also request up to two additional weeks of unpaid leave, to be taken within 52 weeks after the birth, adoption, or after assuming legal responsibility for a child. This unpaid leave shall be granted, provided the request is made in writing a minimum of thirty (30) days in advance.

12.2.1.5

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.

12.2.1.6

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.

12.3 Maternity Leave

12.3.1

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

12.3.1.1

Twelve (12) 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 (40) 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 twelve (12) 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 without the express written permission of the TSO. Such permission shall not be unreasonably withheld.

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 12.2.1.4 above.

12.3.1.5

The TSO will continue to make full contributions to the CFM-Musicians' Pension Fund of Canada 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 of three (3) months or less. Applications for short-term leaves of absence without pay shall be submitted on a designated form a minimum of 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 (½) of the time between the submitting date of the application and the starting date of the leave, whichever is less.

12.4.1.1

All requests for a short-term leave of absence must include an explanation outlining the reason for the requested leave. Such requests 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 & 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 notify the TSO in writing within two weeks of being notified of the granting of the leave, or within half the time between the granting of the leave and the start of the short-term leave, whichever is greater. 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 student concert services in a Student Concert week, as defined by Article 7.2.1, one tenth (1/10) shall be deducted for each service of leave. For YPC services, two eighths (2/8) will be deducted for each grouping of one rehearsal and two one-hour concerts, as defined by Article 7.2.2. For clarity, it is noted that the Musicians' Pension Fund of Canada 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 be at the discretion of the TSO and will not be unreasonably withheld.

12.4.2 Long-Term Leaves

12.4.2.1

Any tenured player may apply for a long-term unpaid leave of absence of any duration of more than three (3) months up to one (1) year. For clarity, it is noted that the Musicians' Pension Fund of Canada contributions will not be made on a musician's behalf while he is on unpaid leave. The necessity of temporarily replacing players shall be at the discretion of the Music Director, in consultation with the section Principal involved.

12.4.2.2

Applications for long-term leaves of absence without pay shall be submitted on a designated form a minimum of 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 (½) of the time between the submitting date of the application and the starting date of the leave, whichever is less.

12.4.2.3

All requests for a long-term leave of absence must include an explanation outlining the reason for the requested leave. 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 & 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. 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 and the musician's fee will be deducted.

12.4.2.7

Notwithstanding anything in Article 12.4.2 to the contrary, any player who takes an unpaid leave of absence or a sabbatical of six (6) months or more in any one (1) season, shall not be eligible for a long-term unpaid leave of absence in the immediately following season, except in cases of medically necessitated leave. A musician is eligible for a maximum of 20 months cumulative unpaid leave over a 10-year period. These conditions may be relaxed by the TSO.

12.4.2.8

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.

12.4.2.9 Parental Leave

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

- (a) 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.
- (b) 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.
- (c) 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 CFM-Musicians' Pension Fund of Canada will not apply to Parental Leave.

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 designate. 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 ($\frac{1}{2}$) 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 on 50% of scale 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.

12.5.3

Two (2) person-years of Sabbatical leave may be taken, with no leave being less than three (3) 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 all eligible 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) whether or not an applicant has previously taken one or more sabbaticals and, if he has, how recently the last sabbatical was taken,
- (b) number of years of service,
- (c) purpose of sabbatical,
- (d) feasibility and/or necessity of replacement, and
- (e) suitability and availability of a replacement.

12.5.6

Applications for sabbatical leave must be submitted in writing by no later than February 1 of the season preceding that in which the proposed sabbatical leave shall occur. It is understood that no sabbaticals shall be granted in the event of a work stoppage.

12.5.7

The TSO shall notify all applicants for sabbatical of their selection or rejection of such leave by March 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 the TSO's offer in writing by April 15th of that same season or he shall be deemed to have waived said offer.

12.5.8

As per the terms of the insurance provider, musicians on sabbatical leave will have three months of long-term disability) insurance coverage. Long-term disability)coverage may be extended at the discretion of the insurance provider. The musician is responsible for investigating the possibility of coverage extension with the Vice-President, Business Administration & Chief Financial Officer.

12.5.9

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 the position vacated by the 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.

12.5.10

The decision to approve a 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.

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 be at a sufficient level for concert performance, and that the temperature shall not be less than twenty-one (21) degrees Celsius on stage, backstage and in the dressing rooms. The TSO will also make best efforts to ensure that such conditions exist at all other indoor concert facilities in which the Orchestra is engaged to perform and will not schedule rehearsals or performances at venues unable to comply with these standards.

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 established by the Audition Committee that the Music Director may select a candidate to fill the vacancy, subject to the conditions of this Article 14.

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 in Article 14. Notwithstanding the foregoing, the representatives of the Orchestra Committee or the TMA cannot close down or invalidate auditions .

14.1.3

The TMA and/or 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" shall consist of up to three (3) weeks, which shall not necessarily be contiguous, performing in the Orchestra in the position for which the candidate is

auditioning. For clarity, candidates will be engaged as per this agreement for the weeks that they perform with the orchestra.

14.2.4

Promotion to the next round (*e.g.*, from preliminaries to semi-finals to finals) requires an eligibility vote; candidates will be promoted if they obtain a tie vote or greater. Each abstention reduces by one (1) the number of votes eligible to be counted for the purposes of determining majorities, ties or unanimity in Audition Committee balloting.

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

The Chairman shall be responsible for overseeing all processes relating to that committee, including adherence to appropriate discussion and voting, and the choice of a suitable proctor as per Article 14.2.7 below.

14.2.7

A "proctor" will be a member of the Orchestra who is not on the Audition Committee. The duties of the proctor will be to assist the candidates onstage, communicate between the candidates and the Audition Committee, and to protect the anonymity of the candidates.

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

14.3.1

Subsequent to the announcement of a vacancy as per Article 4.1.1 an Audition Committee will be formed as soon as is practicable. Each Audition Committee shall elect a Chairman by simple majority from its membership. A proctor will be chosen at the formation of each Audition Committee.

14.3.2

The repertoire for auditions will be the responsibility of the Chair of the Audition Committee in consultation with the Music Director.

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 Human Resources and Social Development Canada to work for the TSO. If no eligible candidate is found in this Canadian Round, then the TSO may hold another round of Canadian Auditions or

proceed directly to International Auditions, for which they will advertise the opening in *International Musician* or any other publications that are appropriate.

14.3.4

The TSO will schedule auditions to occur not less than forty (40) days after the initial public announcement of the vacancy.

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, there must be adherence to all procedures and steps outlined in Article 14.7 - Final Audition Procedure.

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 invited musician 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. For clarity, this process must include an eligibility vote by the Audition Committee.

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. For clarity, such an audition may occur as part of the larger audition process. Voting procedures will follow standard procedure as outlined in Article 14 of the Master Agreement.

14.3.8

Applicants from within the Orchestra will be exempt from all preliminary auditions. Any other musician may be exempted from preliminary auditions at the discretion 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 choose a candidate to fill the vacancy.

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 and agreement by the Audition Committee, engage any other eligible candidate for that vacancy. 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 Make-up of Audition Committees

14.4.1

All Audition Committees shall be comprised of nine (9) musicians, except where otherwise specified below, in this Article 14.4. Any additional musicians required in order to meet the minimum set out below shall be chosen by the Music Director or his designate in consultation with the relevant section Principal, or in the absence of the Principal, the Associate Principal or Assistant Principal. All tenured musicians are contractually obligated to participate in the audition procedure unless they can show an unavoidable scheduling conflict.

In articles (b) to (f) below, "serving in rotation" means to serve on the Audition Committee throughout the entire audition procedure until the position is filled. For clarity, this means that if an audition proceeds to the international round, then the membership remains the same through both the Canadian and international rounds. When a required position, as outlined below, is absent during the Canadian round due to an unavoidable scheduling conflict, the musician holding that position will serve on the Committee during the international round.

- (a) **Concertmaster:** Associate Concertmaster, Assistant Concertmaster(s), all other String Principals, Principal Oboe, Principal Horn and two other Principals from any other sections of the Orchestra.
- (b) **Principal String Players:** Concertmaster, other String Principals, the Assistant Principal of the section in question, and four other members of the relevant section serving in rotation based on alphabetical order by last name tracked by the Personnel Office.
- (c) **Associate and Assistant Concertmasters, Assistant Principal Second Violin:** Concertmaster, other String Principals, Associate Concertmaster, Assistant Concertmaster(s), Assistant Principal Second Violin and five other violinists serving in rotation based on alphabetical order by last name tracked by the Personnel Office.
- (d) **Assistant Principal Viola, Cello and Double Bass:** Concertmaster, other String Principals and four other members of the relevant section serving in rotation based on alphabetical order by last name tracked by the Personnel Office.
- (e) **Violins:** Concertmaster, Associate Concertmaster, Assistant Concertmaster(s), other String Principals, Assistant Principal Second Violin, and four (4) violinists serving in rotation based on alphabetical order by last name tracked by the Personnel Office.
- (f) **Violas, Violoncellos, and Double Bass:** Concertmaster, all String Principals, Assistant Principal of the section in question and three (3) other members of the relevant section

serving in rotation based on alphabetical order by last name tracked by the Personnel Office.

- (g) **Principal Flute, Oboe, Clarinet, or Bassoon:** remainder of the section in question, other wind Principals, Principal Horn, Concertmaster and Principal Cello or one additional woodwind player.
- (h) **Associate Principal Flute, Oboe, Clarinet, or Bassoon:** remainder of the section in question, Associate Principal Winds, and the three remaining Principal winds.
- (i) **Section Flute, Oboe, Clarinet, or Bassoon:** remainder of the section in question, wind Principals, Principal Horn, plus two additional woodwind players.
- (j) **Principal Horn:** remainder of section, Principal Trumpet, Principal Trombone, Concertmaster, one woodwind Principal.
- (k) **Associate Principal Horn:** same as Principal Horn except that Music Director has the option of substituting two Associate Principals for any two Principals.
- (l) **Section Horn:** remainder of section, Principal or Associate Principal Trumpet, two woodwind Principals and Principal or Associate Principal Trombone.
- (m) **Principal Trumpet:** remainder of section, Principal and Associate Horn, Principal Trombone, Concertmaster, and two woodwind Principals.
- (n) **Associate Principal Trumpet:** remainder of section, Principal and Associate Principal Horn, Principal Trombone, Concertmaster, one woodwind Principal, and one Associate woodwind Principal.
- (o) **Section Trumpet:** remainder of section, Principal and Associate Principal Horn, Principal Trombone, two woodwind Principals, and one additional brass player.
- (p) **Trombone (including Principal and Associate Principal):** remainder of section, Principal and Associate Principal Horn, Principal and Associate Principal Trumpet, one woodwind Principal and Tuba.
- (q) **Tuba:** entire trombone section, Principal Timpani, Principal Trumpet, Principal Horn, Principal Bass, and Contra-bassoon.
- (r) **Timpani:** entire percussion section, Harp, Keyboard, Principal Bass, Principal Trumpet, Principal Horn, and Tuba.
- (s) **Percussion:** remainder of section, Principal Timpani, Harp, Keyboard, Concertmaster, one brass Principal, plus two other Principals from any other sections of the Orchestra.
- (t) **Harp and Keyboard:** Keyboard or Harp, Principal Timpani, Concertmaster, one other string Principal, Principal Percussion, Principal Flute, Principal Horn, plus one additional woodwind and one additional brass Principal.

14.4.2

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.

14.4.3 For Preliminary Auditions Only

If there are too many audition candidates to be heard conveniently by one Audition Committee, then the Audition Committee will be enlarged in order to divide into two same-numbered groups. The extra musicians are to be chosen by the Music Director or his designate in consultation with the Chair of the Audition Committee. The Audition Committee will then be split into two Audition Committees of equal size. When the number of candidates is reduced, either through attrition or through the preliminary round, to a number practicable for one Audition Committee, the Audition Committee will then return to the original committee.

14.5 Conflict of Interest Guidelines

14.5.1

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.

14.5.2

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

14.5.3

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.

14.5.4

A musician shall recuse himself from the Audition Committee if any member of his family is a candidate in the Final Audition Procedure, as per Article 14.8. A musician may not proctor any audition for which a family member is a candidate.

14.6 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 abstained from the screening process. 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.

14.7 Preliminary and Semi-final Audition Procedure

14.7.1

A screen will be used for all preliminary and semi-final auditions.

14.7.2

Each candidate who plays a preliminary Stand-up audition as defined in Article 14.2.1 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.

14.7.3

Preliminary Audition Committees may be split in accordance with Article 14.4.3.

14.7.4

After the preliminary audition round, a vote will be held on whether or not to promote the candidate(s) to the semi-final round. A tie or a simple majority vote promotes the candidate to the semi-final round. Discussion of candidates is not permitted, except for candidates who have missed advancing by one vote. Following such discussion, any member of the Audition Committee may request one additional vote for a candidate or candidates who missed advancing by one vote.

Where there are four or fewer candidates including byes for the semi-final audition, the Audition Committee may vote to proceed directly to the Final Audition, as per Article 14.8.1.

14.7.5 Semi-Final Audition Procedure

Successful candidates from the Preliminary Auditions will proceed to the Semi-Final "Stand-up Audition" (Article 14.2.1). A screen will remain in place throughout the Semi-Final Auditions. Following the semi-final audition a vote will be taken on whether or not to promote the candidate to the Final Audition as per Article 14.8. A tie or simple majority vote promotes the candidate to the Final Audition.

Discussion of candidates is not permitted, except for candidates who have missed advancing by one vote. Following such discussion, any member of the Audition Committee may request one additional vote for a candidate or candidates who missed advancing by one vote.

After the votes have been tabulated, successful candidates' applications will be made available for perusal by the Audition Committee.

14.8 Final Audition Procedure

14.8.1

At the outset of the Final Auditions screens will be removed. At any point during Final Auditions, discussions, if any, shall be led by the Chair, and the Music Director shall speak last. There may be one or more "Stand-up Audition" (Article 14.2.1) rounds as needed by the Audition Committee. A vote (Article 14.2.4) shall follow each Stand-Up Audition round to determine whether a candidate, or candidates, shall continue.

Following the conclusion of the stand-up audition(s), the Audition Committee will proceed to one or more of the following steps.

- (a) The Audition Committee will take an eligibility vote and will advise the Music Director of their decision.
 - (b) The candidate(s) may be asked to complete a with-orchestra excerpt audition as per Article 14.2.2. Following this audition, the Audition Committee will decide to proceed to (c) or take an eligibility vote and will advise the Music Director of their decision.
 - (c) The candidate(s) may be invited to a trial with orchestra audition as per Article 14.2.3. After the trial with orchestra, the Audition Committee will take an eligibility vote and will advise the Music Director of their decision (b and c may occur concurrently).
- A preference vote must be taken if there is more than one eligible candidate and the Audition Committee will advise the Music Director of their decision.
 - The Music Director may offer the position to an eligible candidate taking into consideration the preference vote if there is more than one eligible candidate. However, should a candidate with a unanimous positive eligibility vote also be the preferred candidate, then the Music Director must offer the position to the candidate.
 - If there is only one eligible candidate, and the candidate has received a unanimous positive eligibility vote from the Audition Committee, then the Music Director must offer the position to the candidate.
 - If the position is not offered, then the audition procedure will be concluded.

14.8.2

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

14.8.3 Final Audition Voting

The Music Director will take under advisement the results of eligibility and preference votes. In no case, will he engage a candidate who receives less than a majority eligibility vote at the Final Audition. When the Music Director does not concur with a 75% or greater favourable eligibility vote for a candidate by the Audition Committee in the Final Auditions, the Music Director shall provide an explanation of the basis of his decision to the assembled members of the Audition Committee and the Orchestra Committee within seven (7) days or his nearest availability. For clarity, at any subsequent meeting dealing with the same candidacy there shall be no re-casting of Final Audition ballots.

14.8.4

Each candidate will be informed of whether or not he was successful at the audition within seven (7) days of his final eligibility vote.

14.9 Obligations of Committee Members

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 Audition 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 Chair of the Audition Committee to find a suitable replacement for any Audition Committee member who is unable to attend.

14.10 Audition Pay, Auditing and Confidentiality

14.10.1

The Symphony will pay 2% of weekly scale per hour to each member of the Audition Committee and the proctor who participates in the audition process.

14.10.2

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

The President & CEO of the TSO or his designate may audit any audition, including all discussions and votes of the Audition Committee.

14.10.3

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 Audition Committee before each audition.

14.11 Introduction and Striking of Library Audition Committee

14.11.1

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.

14.11.2

The positions of Principal Librarian and any other 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.

14.11.3

The Library Audition Committee shall consist of the following: Principal Librarian, or in the event of a Principal Librarian vacancy, any other librarian covered under the terms of this Agreement, 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.

14.11.4

Notwithstanding Article 14.4.2, a Librarian may serve on the Audition Committee for his own replacement if so invited by the Audition Committee.

14.11.5 Definitions

14.11.5.1

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

14.11.5.2

The semi-final audition consists of the writing and subsequent grading of an examination set by the members of the Audition Committee in Article 14.11.8.

14.11.5.3

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

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

14.11.6.1

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 any librarian other than Principal, 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, any other librarian will serve on the Audition Committee as one of the representatives from the Orchestra.

14.11.6.2

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 regarding the Final Audition Procedure must be adhered to.

14.11.6.3

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.

14.11.7 Preliminary Audition Procedure (Screening of Applications)

14.11.7.1

The screening procedure constitutes the Preliminary Round of Library auditions. If a candidate is rejected by the Audition Committee during the screening process, and said candidate wishes to proceed to the semi-final round, then he will be allowed to do so.

14.11.8 Semi-Final - Written Examination Round

14.11.8.1

If possible, the candidates will write the examination in Toronto under the supervision of persons, hereinafter called scrutineers, designated by the Audition Committee.

14.11.8.2

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 CFM or a university. The Audition Committee, or a duly appointed designate of

the Audition Committee, will consider the circumstances of such candidates and come to a decision concerning the appropriate writing venue and scrutineers.

14.11.8.3

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. Contravention of these terms may result in the disqualification of the candidate.

14.11.8.4

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.

14.11.8.5

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.

14.11.8.6

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

14.11.8.7

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.

14.11.8.8

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.

14.11.8.9

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.

14.11.8.10

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 14.11.6.1 above, and will be administered to all candidates, except for those who have been advanced to the final round.

14.11.9 Final Audition Procedure - Interview and Oral Examination

14.11.9.1

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

14.11.9.2

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 Audition Committee.

14.11.9.3

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

14.11.9.4

For certainty, as is the case with all other Audition Committees, the Music Director does not cast a vote but makes the final candidate selection in accordance with the procedures outlined in Article 14.8.3.

14.11.10 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 Audition 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.

14.11.11

For certainty, Article 14.10.2 - 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 his second season. Within two (2) weeks of the respective review in each season of the probationary period, the TSO will notify the musician in writing whether or not the musician has successfully graduated through the respective phase of probation and, in the case of the second review, whether or not the musician has received tenure in the orchestra.

Notwithstanding the above, it is recognized that certain compelling situations may arise that would merit either truncating or extending the standard two-year tenure period. The Tenure Review Committee may vote to modify the term of tenure review under the following conditions:

- a unanimous vote will be required to truncate the standard two-year tenure period.
- a majority vote will be required to extend the standard two-year tenure period to a limit of one additional year.

15.2 Reviews

15.2.1

A total of four meetings will take place during the tenure review process. In summary they are:

. In summary they are:

- | | |
|------------|--|
| Year 1 (a) | A progress report before December 15 |
| Year 1 (b) | A review meeting to determine whether a contract for Year Two will be offered. This meeting will take place as soon after 16 weeks as is practicable. |
| Year 2 (a) | A progress report before December 15 |
| Year 2 (b) | A review meeting to determine whether tenure will be granted. This meeting will take place as near as possible to one year after the Year 1 (b) meeting. |

15.2.2

In each of the two probationary seasons, there shall be consultation between the appropriate Tenure 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. This is referred to as a "progress report" in Article 15.2.1 and represents Year 1 (a) and Year 2 (a).

15.2.3

In the first probationary season there shall be a review of each non-tenured player by the appropriate Tenure Review Committee and the Music Director as soon as is practicable, and preferably after 16 weeks of playing his respective position with the Orchestra as per Article 15.2.5 below. This is referred to as a "review meeting" in Article 15.2.1 and represents Year 1 (b).

In the second probationary season there shall be a review of each non-tenured player by the appropriate Review Committee and the Music Director as near as is practicable to one year from the date of the review in the first probationary season. This is referred to as a "review meeting" in Article 15.2.1 and represents Year 2 (b).

15.2.4

Following each review and after open discussion, the Tenure 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.

15.2.5

Prior to being offered a contract for Year 2, a musician must have amassed a minimum of 16 complete weeks playing in his respective position with the Orchestra. A musician's probationary period will commence from the first week he performs in the respective position he has secured.

15.2.6

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 before the Year 1 (b) vote takes place. 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 Tenure Review Committee.

15.2.7

The TSO will communicate the results of a musician's Tenure Review, including any relevant constructive comments, to him in writing within two weeks following such review.

15.2.8

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

15.3 Review Committees

Tenure Review Committees shall be constituted identically to the positions outlined in the Audition Committees defined in Article 14, with the exception of Tenure Review Committees for section Violin, section Viola, section Cello and section Bass which shall be increased as follows:

- 15.3.1 Violin:** Four (4) additional tenured members of the Violin Section serving in rotation based on alphabetical order by last name tracked by the Personnel Office. In addition, all tenured members of the violin section will cast a "yes, no, or abstain" vote through secret ballot, which may include an online voting mechanism. The vote count will be duly considered by the Tenure Review Committee when making their final decision.
- 15.3.2 Viola:** Four (4) additional tenured members of the Viola Section serving in rotation based on alphabetical order by last name tracked by the Personnel Office.
- 15.3.3 Cello:** Four (4) additional tenured members of the Cello Section serving in rotation based on alphabetical order by last name tracked by the Personnel Office.
- 15.3.4 Double Bass:** Four (4) additional tenured members of the Double Bass Section serving in rotation based on alphabetical order by last name tracked by the Personnel Office.

Substitutions, when necessary, may be determined by the Audition Committee Chairman in consultation with the Music Director and the Orchestra Personnel Manager.

For clarity, each abstention reduces by one the number of votes eligible to be counted for the purposes of determining majorities, ties or unanimity in Tenure Review Committee balloting.

15.3.5

The TMA and/or the Orchestra Committee of the TSO will 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.

15.4.5

The President & CEO of the TSO or his designate may audit any tenure review including all discussions and votes of the Tenure Review Committee.

ARTICLE 16 NON-RENEWALS

16.1 Musicians without Tenure

In the event that the TSO chooses not to offer a contract to a non-tenured musician, 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.

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 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, such notice of non-renewal must be given in writing to said musician between February 1st and April 15, and the musician shall complete the season in which the notice is given in his respective position. This change will not affect the musician's tenure with the Orchestra.

16.2.4 Procedure for Non-Renewals

If the Music Director has a concern about the performance of a musician relative to Article 16.2.4, procedure for non-renewal, then the Music Director will meet with the musician as outlined below to discuss the performance standard of the musician.

16.2.4.1

In addition to the respective musician, the Chair of the Orchestra Committee and the TMA shall be informed in writing by the Orchestra Personnel Manager that a meeting regarding the musician's performance standard is being held. The Chair of the Orchestra Committee and the TMA shall be informed in writing of each meeting throughout the non-renewal process.

16.2.4.2

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 – at any time after October 1, but no later than February 15.
- (b) Second Meeting – two (2) to four (4) months after the First Meeting. This is a progress report. For clarity, the two to four month period will be counted during the Orchestra's contracted season .
- (c) Third Meeting – two (2) to four (4) months after the Second Meeting. For clarity, the two to four month period will be counted during the Orchestra's contracted season . At this Third meeting, one (1) of the following actions must be taken:
 - (i) The Music Director informs the musician that an appropriate musical standard has been achieved.
 - (ii) The Music Director informs the musician that he will receive notice of non-renewal. In this case, formal written notice of non-renewal shall be provided to the musician within two weeks of the Third Meeting. A copy of the notice will be provided to the TMA.
 - (iii) In an exceptional case, a grace period may be provided. In this case the Music Director shall inform the musician that he is progressing in a satisfactory manner, but that the review period will be extended by a period of time to be determined by the Music Director. Such extension shall be limited to no more than two (2) meetings scheduled two (2) to four (4) months apart. At the end of the extended review period the Music Director must proceed with (i) or (ii) above.

- (d) In no case shall a notice of non-renewal be issued less than one full year after the first meeting described in (a) 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

The following are required to attend the meetings for non-renewal:

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

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 Opting Out of the Non-Renewal Process

From receipt of written notice of the First Meeting through to thirty (30) days after the date of the Second Meeting outlined in Article 16.2.4.2(a) and (b), the musician may choose to voluntarily resign from the Orchestra at the end of the current contract and thereby circumvent the process of meetings outlined in 16.2.4.2(b) and/or (c). If the musician chooses this option, then notice must be given in writing to the Orchestra Personnel Manager during the period defined in the preceding sentence. In this case, the TSO may require the musician to cease performing for the rest of the season, although this decision will still entitle the musician to receive an amount equivalent to the musician's current personal contract compensation (including pension and long-term disability) to the extent allowed by the insurance carrier) for the rest of the season. To be clear, this amount is in addition to standard severance pay as outlined in Article 19.1, which shall be paid prior to June 30 of the musician's last season.

16.2.8 Following Non-Renewal

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 conclude at the end of the contracted season following receipt of the notice of non-renewal. By the end of the contracted season, severance pay will be provided to the musician, as 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 the musician's current personal contract compensation (including pension and long-term disability) to the extent allowed by the insurance carrier) 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 the musician's current personal contract compensation (including pension and long-term disability to the extent allowed by the insurance carrier) through to 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 21 of this Agreement.

ARTICLE 18 APPEALS

18.1

Notwithstanding anything else in this Agreement, the right of appeal in accordance with this Article may be exercised only by those musicians who have tenure. Such a musician may exercise an appeal if he has received a notice of non-renewal, or if his services have in any other manner been terminated, except as provided in Article 17. Appeals shall be submitted to the Board of Directors of the TMA. Any appeal not filed in writing within thirty (30) days of receipt of notice of non-renewal, or other notice, as per Article 16.2.8, shall be deemed to have been abandoned, the time requirement in this Article 18.1 being mandatory.

18.2

Where the Board of Directors of the TMA receives an appeal under Article 18.1, it shall within thirty (30) days instruct the Orchestra to form an Appeal Committee. The Appeal Committee shall consist of the same personnel as the Audition Committee specified in Article 14.1.1 for the instrument and position of the musician under notice of non-renewal. Substitutes for Appeal Committees shall be sought and obtained as per Article 14.8.1(c). One (1) member of the Appeal Committee shall be elected Chair by majority vote of the Appeal Committee. Any and all votes taken by the Appeal Committee shall be taken by secret ballot, and all members of the Appeal Committee shall vote. The Appeal Committee shall act in good faith and give a hearing to both sides of the appeal, documenting their hearings and discussions.

18.3

Within twenty-one (21) days of its election, the Appeal Committee shall report its findings to the TMA.

18.4

Following discussions with the Music Director the Appeal Committee will make a decision. This decision shall be binding on both parties if the result of the Appeal Committee is substantiated by a seven (7) to two (2) vote or greater majority.

18.5

If the majority decision is less than the seven (7) to two (2) plurality noted above, then both parties to this Agreement agree to discuss the appeals, if they so desire, and in the absence of a mutually agreeable decision being reached after fourteen (14) days, then either party may insist on final arbitration.

18.6

The arbitrator is to be chosen within fourteen (14) days and is a person to be agreed upon by both parties to this Agreement. The arbitrator's decision will be rendered within twenty one (21) days, and is final and binding and not subject to any further appeal.

18.7

Should the appeal be turned down, then effective immediately, the TSO may require the musician to cease playing in the Orchestra for the rest of the season.

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 Article 16 and Article 18, 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 (\$1,000.00) per year of service up to and including the final playing year. Such severance payment, as well as the CFM-Musicians' Pension Fund of Canada contribution or its equivalent for 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 becomes unable to satisfactorily perform the essential duties of his position in the TSO for medical reasons, then the musician must apply for benefits under the disability plan set out in Article 12.1.

ARTICLE 20 RESIGNATION

20.1

In the event that a player sends a notice of resignation to the TSO, a copy must be forwarded to the TMA.

20.2

Musicians will give written notice of resignation to the TSO on or before March 1 of their final season. While this may not be possible under all circumstances, musicians will make best efforts to give notice by this date.

20.3

Musicians with more than twenty (20) years of cumulative service who wish to make a transition to retirement have two options as outlined below in (a) and (b).

- (a) A musician may opt to play a reduced number of weeks in one or two full seasons after which full retirement shall commence. The number of weeks played in each season under this arrangement shall be determined by mutual agreement between the TSO and the musician but shall in no case be fewer than fifteen (15) weeks or more than twenty-five (25) weeks. Replacement of players during the weeks the respective musician does not play under this arrangement shall be at the discretion of the TSO in consultation with the Music Director and the respective Section Principal. In the case of a Section Principal applying for Transition to Retirement under this article, replacement during the weeks such Section Principal does not play shall be at the discretion of the TSO in consultation with the Music Director and the Concertmaster.

During the one or two year transition period, the musician's weekly contracted fee will be increased by 20% for the weeks in which his services are provided. In addition, the musician on transition to retirement will also receive his weekly contracted fee for the five full-orchestra non-service periods in each season, though these will be paid at the regular rate and will not include the 20% step-up for the transition to retirement. CFM-Musicians' Pension Fund of Canada contributions will be applied to weeks worked and all applicable non-service periods.

Applications for transition to retirement, option (a), must be submitted in writing to the Director of Orchestra Operations no later than April 1 of the season preceding that in which the proposed transition to retirement shall commence. The details of the agreement (*e.g.*, one or two years, number and designation of performance weeks) will be concluded in writing within 30 days of receipt of the application by the Director of Orchestra Operations. This transition to retirement option, once agreed to in writing by the musician, the TMA and the TSO, is binding and irrevocable thirty (30) days after the execution date of such agreement, unless revoked in writing by the TSO or the musician prior to the thirtieth (30th) day.

- (b) Alternately, a musician may opt to play with the Orchestra for weeks one (1) through twenty (20) in a season, after which full retirement shall commence. At the end of week twenty (20), the musician shall cease to perform with the Orchestra; however he shall receive his weekly contracted fee to the end of the season. In this scenario, the musician shall not be entitled to the benefit of a rotating non-service week, as per Article 9.1 (c), or string relief, as per Article 9.3, if applicable. CFM-Musicians' Pension Fund of Canada contributions will be applied to weeks worked and all applicable non-service periods.

Applications for transition to retirement, option (b), must be submitted in writing to the Director of Orchestra Operations no later than October 15 of the season in which the proposed transition shall commence, but preferably by the end of the previous season. This transition to retirement option, once agreed to in writing by the musician, the TMA and the TSO, is binding and irrevocable after the execution date of such agreement.

ARTICLE 21 GRIEVANCE AND ARBITRATION

21.1

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

21.2

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

21.3

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.

21.4

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 & 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.

21.5

STEP 3 - If the grievance remains unresolved after the conclusion of STEP 2, then either party may refer the grievance to an arbitrator for final and binding determination. The parties shall select a mutually agreed upon arbitrator. 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.

21.6

The time period mentioned in Article 21.4 does not include tours, non-service periods, dark weeks, or work-related 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.

21.7

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.

21.8

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

ARTICLE 22 TOURS AND RUN-OUTS

22.1 Definitions

22.1.1

A "Run-out" or "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.

22.1.2

A "Tour" is a trip requiring overnight accommodation on one or more consecutive days.

22.1.3

A "Run-out Week" is any week consisting of three (3) or more run-out concerts. While participating in a run-out week, a musician shall receive tour pay and per diem for those services for which the Orchestra is actually outside the City of Toronto. In any run-out week also containing services inside the City of Toronto, there shall be two (2) days off.

22.1.4

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.

22.1.5

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

22.1.6

"Residency Tour" means a tour of one week or less which is comprised of Residencies in one (1) or two (2) municipalities.

22.2 Per Diems

22.2.1

The amount of per diem to be paid in each year of this Agreement for run-outs and tours within the North American continent shall be equal to the most current Treasury Board of Canada Appendix C – Allowances.

22.2.2

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%.

22.2.3

Per diem for tours outside Canada and the continental United States will be as described under "Meal Rates" in "Appendix D - Meal and Incidental Rates (International Locations)" in the travel guidelines issued by the Treasury Board of Canada, 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.

22.2.4 Tour Pay

The amount of 11% of 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 22.1.2 and 22.1.3 above. Tour pay shall be applicable to overtime payment, step-ups and other additional payments.

22.2.5

All applicable tour pay and per diems shall be paid to each musician a minimum of three (3) business days in advance of any tour or run-out.

22.2.6

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 22.7(g) below.

22.3 Transportation

22.3.1

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.

22.3.2

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. On bus trips of more than two and a half (2½) hours duration, there shall be a ten (10) minute rest stop every two (2) hours which shall be included in the accumulated travel time.
- (c) A one (1) hour meal stop, when required, may or may not be included in the travel time. For clarity, a one-hour meal stop is not required when the TSO supplies a meal of sufficient quality in the view of the Travel Committee which can be consumed while in transit in lieu of the meal stop.
- (d) On international tours, time spent in excess of sixty (60) minutes at border crossings, which time is understood to be beyond the control of the TSO, shall not be included in the accumulated travel time regardless of mode of travel.
- (e) 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.
- (f) 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 transportation costs.

22.4 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 upon 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 at 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 22.1.4 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 22.9 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 in duration.

- (n) During tours there shall be no travelling on a free day unless agreed upon by the Travel Committee.
- (o) During Residency Tours as per Article 22.9(b) below, the TSO may schedule five (5) hours of travel on the same day following two (2) one (1) hour School Concerts without penalty or obligation to make overtime payments.

22.5 Travel Regulations

Musicians will adhere to all restrictions dictated by the transportation provider as far as baggage is concerned. The TSO will inform the musicians of the exact nature of any restrictions as far in advance as possible, so as to allow each musician to make appropriate choices for transport of personal and professional items (including concert dress). If a musician wishes to take an instrument into any mode of transportation and it occupies a seat, then said seat will be paid for by the musician; however, the musician will not be required to pay for the seat if suitable traveling trunks are not provided.

When the Orchestra travels within Canada musicians must inform the TSO in writing at least 30 days prior to departure if they wish to have their professional equipment transported by the TSO. When the Orchestra travels across international borders, this written notification shall be given within the timeframe set out by the TSO for each tour, which will not be less than 45 days prior to departure. Depending on the mode of transportation, the carrier, and/or the specific requirements for customs clearance, musicians may be required to provide the make, description, serial number, country of manufacture, and value of all professional equipment, including wardrobe.

Musicians who do not provide the required information within the given timelines will be responsible for arranging their own transportation and customs clearance of their professional equipment, along with any associated costs. It is understood that in view of border crossings and certain customs brokerage regulations, no changes to the written information will be permitted except in the case of an emergency, as determined at the discretion of the TSO.

Unless otherwise designated by the TSO, the Production Manager or Tour Manager shall be the person to notify musicians regarding tour transportation details.

22.6 Accommodation

22.6.1

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. Musicians willing to share accommodation will receive an increase in per diem payment of Fifty Dollars (\$50.00) for each night of shared accommodation.

22.6.2

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 Fifty Dollars (\$50.00) for each night for which they do not utilize TSO provided accommodation unless TSO was not responsible for hotel costs.

22.7 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 after 5:00 a.m. and prior to 11:00 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 22.7 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 22.7 or elsewhere in this Agreement, shall be in Canadian funds.

22.8 Travel Committee

There shall be a Musicians' Travel Committee selected by and from the Orchestra Committee. 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. Travel conditions as set out in this Article 22 may be waived or altered with the consent of the Travel Committee. A Preliminary Itinerary shall be posted and made available sixty (60) days before the planned departure date for each tour or run-out. A Final Itinerary shall be posted and made available to the Orchestra thirty (30) days before the planned departure date of any tour or run-out.

22.9 Services on Tour

- (a) While on tour, there shall be up to ten (10) services in any seven (7) day period as follows: up to six (6) full services (up to 2 ½ hrs), plus four (4) services of up to one (1) hour in duration. These four (4) one-hour or less services may be acoustic rehearsals (up to 30 minutes), broadcast acoustic rehearsals (up to one hour), "refresher" orchestral rehearsals (up to one hour), or school/education concerts (up to one hour). There shall be no more than six (6) consecutive service days without a day off, which, for certainty, means a day without service or travel.
- (b) For a Residency tour the TSO may schedule up to nine (9) services, provided that no more than four (4) of these are services of up to 2 ½ hours in duration, and the balance consists of one-hour Public School Concerts as per Article 7.2.1, and that there shall be no more than six (6) consecutive service days without a day off, which, for certainty, means a day without service or travel.

22.10 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 maximums permitted in Article 22.9(a) or 22.9(b) above, will be paid pro rata plus 50% per fifteen (15) minutes. The TSO must obtain permission for such additional services from the Travel Committee, which permission shall not be unreasonably withheld.
- (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.

22.11 Tour Restrictions

22.11.1

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 22, "continental United States" means every state of the Union as well as the District of Columbia, but does not include Hawaii.

22.11.2 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.

22.12 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 upon between the Travel Committee and the TSO.

22.13 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.

22.14

Except as noted in this Article 22, the regular schedule of fees as set out in Article 8.1 shall apply.

22.15

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.

22.16 Medical Insurance on Tour

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

22.17 "Catchment-Area" Run-Out Concerts

Notwithstanding the terms and conditions identified elsewhere in this Article 22, on five (5) occasions per season the TSO may schedule "Catchment-Area" run-out concerts as follows:

22.17.1

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 a minimum of 30 days before the planned run-out.
- (b) In consultation with the Musicians' Travel Committee, the TSO will provide 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 either provide cartage to a double bass player performing in the run-out, or a travel allowance paid at the rate of \$25.00 for concerts taking place a minimum of 5 km outside of Roy Thomson Hall, but not more than 25 km, and cartage or a travel allowance of \$50.00 to destinations greater than 25 km. 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.

22.17.2

For run-out concerts within 150 km driving distance of Toronto City Hall, including but not limited to the Municipalities of Guelph, Barrie, and Kitchener-Waterloo, all of the above

conditions stated in Article 22.17.1 shall apply, except that out-of-pocket per diem payments will be made.

22.18

Notwithstanding anything else in this Article 22, 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, and one overnight concert to the Maison Symphonique in Montreal, without obligation to remit 11% Tour Pay as per Article 22.2.4, provided that all other provisions in this Article 22 shall apply. To be clear, these concerts may be scheduled on two consecutive nights, or they may consist of two separate overnight trips. In the case that another city/cities is added to either or both of these destinations, then tour pay shall be paid for the additional city/cities, but shall be waived for Ottawa and Montreal.

ARTICLE 23 MEDIA

23.1

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 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.

23.2

Concerts or portions thereof may be recorded for archival purposes (subject to guest artist and composer approval). Such tapes will be marked in such a manner that they have no commercial value. The recipient of any such archival tape will be required to sign a waiver assuming full liability for the cost and legal effects of any misuse of such tapes.

23.3

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.

23.4

Any commercial recording, be it phonograph, video, or other media, 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 CFM Agreement. Every member of the Orchestra 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 CFM stipulated recording fees.

ARTICLE 24 ACTS OF GOD

24.1

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.

24.2

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 25 LAWFUL PICKET LINES

25.1

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 physical safety may reasonably be considered to be endangered by doing so.

ARTICLE 26 BARGAINING

26.1

It is understood and agreed between the parties hereto that they shall meet prior to January 30th of the final season of this Agreement, with the objective of reaching a new agreement as efficiently as possible.

ARTICLE 27 ORCHESTRA COMMITTEE

27.1

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.

27.2

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

27.3

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.

27.4

The President & 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.

27.5

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 & CEO. Any committee of the Board considering and/or deciding the renewal of the President & 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 & CEO may be engaged or re-engaged without an affirmative majority vote of this committee of the Board.

27.6

The Chairmen of both the Orchestra Committee and the Artistic Advisory 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.

27.7 Musician Representation at Board Meeting

On an annual basis, two (2) members of the Orchestra shall be selected by the Orchestra Committee, with the approval of the members of the Orchestra, to attend regular meetings of the Board of Directors, as permitted by the Board of Directors. To be clear, Orchestra members are not members of the Board of Directors and, as such, do not have any voting or decision-making power.

ARTICLE 28 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.

ARTICLE 29 HARASSMENT CLAUSE

The TMA and the Toronto Symphony Musicians hereby adopt the current TSO Harassment Policy as the substance of this Article, while reserving the right to amend, delete and/or add to same. Copies of the TSO Harassment Policy are available from the Personnel Office. Additionally, an electronic version can be found on the TSO musicians' website.

ARTICLE 30 NOTICE

Any notice pursuant to the Master Agreement will be valid if provided by:

- (a) registered mail, or
- (b) courier, or
- (c) providing a copy of any such notice directly in person.

ARTICLE 31 GOVERNING LAW

This Master Agreement will be governed by the laws of Ontario.

Dated at Toronto, this 28th day of June 2013.



Toronto Symphony



Toronto Musicians' Association

APPENDIX "A" - Concert Dress

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

A. “All Black”

Men: Black dress pants, black long-sleeved shirt buttoned at collar (no tie), or black long-sleeved turtleneck. Black socks and black dress shoes. Black jacket optional. No jeans, T-shirts or sweatshirts.

Women: Black dress or black dress pants and black long-sleeved top. Black hose/socks and black, closed-toe shoes. Simple jewellery optional. No jeans, T-shirts or sweatshirts.

B. “Tails, Long Black”

Men: Full dress tails with white shirt, white tie, white vest or white cummerbund and black socks and black leather dress shoes. Socks to be of sufficient length to ensure leg is not exposed.

Women: Long black dress with long sleeves; long black skirt (5 inches (12.5 cm.) above the ankle or lower, sitting and standing) with formal long-sleeved black top; or formal pant suit, i.e., dressy black pants with black or white blouse and black jacket. Black hose (must be sheer, opaque, or modestly textured: not lace) and dressy black closed-toe shoes.

C. “Black Suit, Short Black”

Men: Black suit, long-sleeved white unpatterned collared shirt, a straight dark tie, and black socks and black dress shoes.

Women: Street-length black dress; skirt (no shorter than knee-length when seated) with black top; black evening pants with black top; or black pantsuit or skirt and jacket with a white blouse. Black hose and black, closed-toe shoes.

D. Special Concerts, Tours and run-outs

Dress will be determined on a case by case basis and will be announced through the Personnel Office.

General

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.

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 clothes cleaned and mended. In addition, the Personnel Manager, in consultation with the President & C.E.O., or his designate, may require a musician to replace his 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 & 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 Article 18 and Article 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 12.4.1.2(a) and 12.4.2.4(a) of the Master Agreement state that leave of absence applications shall be evaluated partially 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. Leaves will be granted on a first-come first-served basis until the minimum complement has been reached.
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, then 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.

APPENDIX "D" - Artistic Advisory Committee

Purpose: The involvement of TSO musicians in the Artistic Advisory Committee is intended to provide the organization with the benefit of the musicians' experience and perspective. The musician representatives on the Artistic Advisory Committee shall gather and keep the opinions of the Orchestra membership regarding artistic matters of mutual interest, including conductors, programming and scheduling, onstage logistics (i.e., risers), and recording initiatives. The Committee will meet periodically with Management (as defined below) to express and discuss these opinions and consider any and all matters of artistic implication. The Committee will not discuss matters concerning individual members of the Orchestra that might be injurious to their position within the Orchestra, within the profession, or amongst their colleagues. Also, the discussion at the Artistic Advisory Committee should put the participating musicians in a position to better understand some of the issues and challenges in programming.

Membership and Meeting Schedule: The core membership of the Artistic Advisory Committee shall consist of:

1. Five (5) musicians representing a cross-section of the orchestra in terms of instrumentation. Two (2) musician representatives shall be members of the Orchestra Committee. The remaining three (3) shall be an elected cross-section of the membership at large. Term length for the non-OC members will be set for two (2) years. For clarity, it is these five (5) musicians with whom management shall seek majority approval on specific items as referenced in the Master Agreement.
2. The Vice-President, Artistic Planning and the Artistic Administrator.
3. The Chief Executive Officer, Chief Operating Officer, and the Director of Orchestra Operations, when available.

The core members of the Artistic Advisory Committee will meet monthly, typically on the first Tuesday of each month during lunch hour (*i.e.*, between rehearsals), or on an alternate date as required.

Discussion of programming at these monthly meetings will typically be with sufficient lead time to allow ideas and input from participating musicians to be effectively considered in programming decisions. While some "reporting" from the Artistic Planning Team to the musicians is appropriate, the primary purpose of these meetings is to provide a forum for open dialogue and sharing of ideas.

In addition to the monthly meetings there will be approximately four meetings per season in which the Artistic Advisory Committee will expand to include the Music Director, other members of the Artistic Administration staff (including composer advisor, where applicable), and all members of the Senior Management Group. These meetings will typically be in a reporting format.

It is understood that these meetings will involve the discussion of confidential programming plans not to be discussed outside the Artistic Advisory Committee meetings unless otherwise agreed.

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