

MEMORANDUM OF AGREEMENT AS OF THIS 13 DAY OF December, 2024 BETWEEN THE CANADIAN FEDERATION OF MUSICIANS (“CFM”) AND THE CANADIAN MEDIA PRODUCERS ASSOCIATION (“CMPA”, COLLECTIVELY WITH THE CFM, THE “PARTIES”) IN CONNECTION WITH A VOLUNTARY RECOGNITION AGREEMENT REGARDING THE ENGAGEMENT OF ARTISTS FOR THE RECORDING OF MUSICAL CONTENT (THE “AGREEMENT”)

- (1) The Parties agree to recommend to their respective constituencies the ratification of the Agreement, the provisions of which are attached as Schedule “A” to this Memorandum of Agreement.
- (2) Conditional upon ratification by each of the Parties, the Parties agree that the provisions of the Agreement shall be as contained in Schedule “A”, attached hereto, which, subject to editing and paragraph (4), below, shall be published as the Agreement.
- (3) The Parties agree that the inclusion of Appendix E contained in Schedule “A” (Musicians’ Pension Fund of Canada – Composer) in the published Agreement shall be conditional on the Screen Composer’s Guild of Canada confirming in writing to the CMPA and the CFM that it consents to its inclusion in the Agreement.
- (4) This Memorandum of Agreement, including Schedule “A”, reflects the complete understanding reached between the Parties as to the terms of the Agreement. As soon as practicable and subject to ratification as per the practices of the Parties, this Memorandum of Agreement and the provisions as contained in Schedule “A” will be reduced to formal contract language, where necessary, for publication of the Agreement.
- (5) Conditional upon the execution of this Memorandum of Agreement by the CFM by December 13, 2024 and the CFM confirming to the CMPA in writing that the Agreement was successfully ratified by the CFM on or before December 31, 2024, the Agreement shall have a term commencing on January 1, 2025 and shall expire, in accordance with the terms of the Agreement, on December 31, 2027. If the foregoing conditions are not satisfied by the CFM, the Parties agree to meet to negotiate an alternate effective date and that the Agreement as contained in Schedule “A” shall be amended accordingly (including, but not limited to, Articles 1.18 and 1.19).
- (6) Notwithstanding paragraph (5), above, and the ability of producers to elect to adhere to the Agreement as of its effective date, the CFM agrees that the version of the Canadian Content Production Rules (“CCPR”) currently in place shall remain available to producers for adherence until February 15, 2025 to allow for a transition period to the Agreement and any productions adhered to the CCPR prior to this date shall be permitted to complete production under the CCPR. The CMPA further agrees that the CFM offering the CCPR to producers for adherence until February 15, 2025 in accordance with this paragraph shall not be a violation of the Agreement.

(7) This Memorandum of Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The Parties agree that the execution and exchange of the counterparts of this Memorandum of Agreement electronically, including by electronic transmission, is enforceable as if the counterparts were executed in original ink copies.

Entered into this 13 day of December, 2024.

For CFM:



Allistair Elliott, AFM Vice President from
Canada/Director of Canadian Affairs



Liana White, Executive Director CFM

For CMPA:



Sean Porter
CMPA
Vice-President, National Industrial
Relations and Counsel



Jason Lee
CMPA-BC
Vice-President, BC Industrial Relations

**INDEPENDENT PRODUCTION
AGREEMENT (“IPA”)**

between

**THE CANADIAN FEDERATION of
MUSICIANS (“CFM”)**

and

**THE CANADIAN MEDIA PRODUCERS
ASSOCIATION (“CMPA”)**

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ARTICLE 1 - APPLICATION

1.1 Bargaining Unit

a) The Producer recognizes the American Federation of Musicians of the United States and Canada (“AFM”), doing business in Canada as the Canadian Federation of Musicians (“CFM”), together hereinafter referred to as the (“Federation”) as the exclusive bargaining agent of all Artists who are engaged for the recording of Musical Content for the Production so named in the Voluntary Recognition Agreement.

b) The Federation is not the exclusive bargaining agent of the following:

i. an actor (including principal, chorus, journeyman, apprentice actor, mime, narrator, local jobber, swing/understudy, and extra), singer (including soloist, performer, ensemble studio artist, chorus member, apprentice, understudy/cover and extra) or dancer (including guest artist, apprentice dancer, and understudy/sharer) who is engaged with the jurisdiction of the Canadian Actors’ Equity Association;

ii. a principal actor, actor, background performer, special skill background performer (except for an Artist engaged to synchronize mime or mime and record a musical performance on an instrument), dancer, announcer, commentator, host, narrator, panellist, singer or variety principal who is within the jurisdiction of either the Alliance of Canadian Cinema, Television and Radio Artists (“ACTRA”) or the Union of British Columbia Performers, the British Columbia branch of ACTRA;

(c) The parties agree to cooperate in good faith amongst themselves and with other industry unions and guilds in resolving jurisdictional disputes-without work stoppages.

1.2

The terms of Article 1.1 shall be subject to and read together with the provisions of Appendix I (Negotiation Protocol).

1.3

Notwithstanding Article 1.1, the rates and conditions of this Agreement shall not apply to:

(a) a member of the Armed Forces of Canada performing primarily for the purpose of displaying or demonstrating military ceremony or for the purpose of recruitment, education or information relating to the Armed Forces, subject to the provisions of the Federation/Department of National Defence (DND) Memorandum of Understanding;

(b) an Amateur Musician appearing as oneself in a Production;

(c) a member of the public performing incidentally and being recorded as part of a public event or as a member of an audience, provided that such person does not receive individual coaching or direction;

d) a participant in a *bona fide* talent opportunity Production (e.g. *Canadian Idol*). For clarity this exemption does not apply to any audio/audio-visual recordings subsequently produced for commercial exploitation (e.g. an album produced for the winner).

1.4 Voluntary Recognition Agreement

While the terms and conditions of this Agreement are in effect, a Producer wishing to access this agreement for application to the recording of Musical Content for a particular Production shall sign a Voluntary Recognition Agreement at Appendix A. The Voluntary Recognition Agreement shall constitute acceptance of a binding obligation by the Producer to adhere to the terms and conditions of this Agreement for work in relation to the stated Production. Producers who choose to voluntarily adhere to this Agreement will not be prejudiced in any way with respect to any future project. The Voluntary Recognition Agreement shall be executed in any number of counterpart originals, each counterpart signed by a Producer having the same effect as an original.

1.5

The Producer agrees that only Artists engaged hereunder may perform those services relating to the recording of Musical Content that are covered by this Agreement.

1.6 No Minimum Staffing

Unless specifically stated elsewhere in this Agreement, nothing in this Agreement shall be interpreted to require the Producer to engage any minimum number of Artists for any session or Production.

1.7

The Federation and the CMPA agree that both texts of the IPA in English and French are official. In the case of discrepancy, the English language text shall prevail.

1.8 Governing laws

This Agreement shall be governed by the laws of the Province where the recording of Musical Content takes place, or the laws of Canada as may be applicable.

1.9 Minimum Terms and Conditions

The terms of this Agreement are minimum terms. Nothing in this Agreement shall prevent any Artist from negotiating for better terms and conditions.

1.10 Favoured Nations

(a) Except by prior written agreement with the CMPA and subject to Article 1.11, the Federation shall not enter into any agreement with any Producer of an independent Production at rates or terms more favourable to such Producer than those set forth in this Agreement, and shall not permit Artists to be engaged at rates less than those provided for in this Agreement or at terms which are more favourable to such Producer than those set forth in this Agreement.

(b) Except through prior express written agreement by the CMPA and the Federation, a Producer shall not enter into any agreement with the Federation at rates or terms which are as favourable or more favourable to the Producer than those set forth in this Agreement, and a Producer shall not offer to engage nor enter into any agreement to engage an Artist at rates less than those provided for herein nor upon terms which are as favourable or more favourable to the Producer than those terms set forth in this Agreement.

1.11

(a) The Federation will review a request from a Producer for any modifications in the terms and conditions of this Agreement. The Federation shall make reasonable efforts to respond to a request for modification within three (3) business days of receipt of the request.

(b) The Federation is authorized to approve and implement such modifications as it deems necessary and in the best interests of the parties. Any such approved modifications to this Agreement shall be by letter of variance.

(c) A copy of any letter of variance will be provided by the Federation to the Producer, the CMPA and affected Artists.

1.12 Producer Rights

Except to the extent specifically modified by this Agreement, all rights are retained by the Producer and may be exercised by the Producer as it, in its discretion, sees fit.

1.13 Entire Agreement

This Agreement, which includes all appendices and schedules, constitutes the entire agreement between the parties hereto pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written of the parties with respect to Productions produced pursuant hereto, and there are no warranties, representations, or other agreements between the Parties in connection with the subject matter hereof.

1.14 Severability and Replacement of Invalid Provisions

(a) If any portion of this Agreement is found illegal or invalid by a tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect.

(b) The parties shall enter good faith negotiations in an attempt to agree on a replacement provision for any portion found to be illegal or invalid.

1.15 Co-Productions

Where it is established that Musical Content will be recorded for a Production that is a *bona fide* treaty co-production or a digital co-production with treaty countries, the parties to this Agreement recognize that the application of this Agreement shall be subject and modified pursuant to the terms of the relevant co-production.

1.16 General Provisions

(a) Capitalized words generally indicate that the terms are defined in Article 3, or elsewhere

in this Agreement.

(b) The terms “AFM” and “Federation” refer to the American Federation of Musicians of the United States and Canada.

(c) The term, “CMPA” refers to the Canadian Media Producers Association

(d) The term “day” shall mean calendar day, unless otherwise stated, and “business day” shall mean a day of the week that excludes Saturdays, Sundays, and statutory holidays.

(e) Notices or documents required to be given or sent pursuant to this Agreement shall be delivered personally or by courier, or sent by email addressed as follows:

To the Federation:

Canadian Federation of Musicians

Email: afmcan@afm.org

Address: 150 Ferrand Drive, #202 Toronto, ON M3C 3E5

Attention: Liana White

To the CMPA::

Canadian Media Producers Association

Email: Samia.Hussein@cmpa.ca

Address: 1 Toronto Street, Toronto, ON M5C 2V6

Attention: National Industrial Relations

To the Producer and Artist:

At the address on the Voluntary Recognition Agreement or address of which the Producer or Artist advises the other parties hereto from time to time.

(f) **Deemed Receipt** In this Agreement, notices or other documents shall be deemed to be received by the party to whom it is addressed (the “addressee”) on the same day, if transmitted by email prior to 17h00 local time of the addressee, or if delivered personally to the addressee.

(g) **Gender and Number** Unless the context requires otherwise, a gender reference shall include reference to all forms of gender expression, and the singular shall include the plural and the plural the singular.

(h) **HST/GST** The HST or GST or any like or successor tax shall be paid in respect of Administration Fees and any other amounts set out in this Agreement to which such tax is applicable.

1.17 Failure to Fulfil Engagement

When an Artist does not fulfill a contracted engagement, which causes a cancellation, postponement, or delay of a day’s work, subject to the Grievance procedure the Artist may be required to forfeit the Artist’s fee,

except where the Artist's failure to fulfil such an engagement is caused by illness (subject to Article 6 [*Force Majeure*] or other reason beyond the Artist's reasonable control. The Producer shall not withhold any of the Artist's fee pursuant to this Article but may pay the disputed amount to the Federation in trust, pending determination in accordance with the Grievance and Arbitration procedures prescribed herein in Article 2.

1.18 Term of Agreement

The term of this Agreement shall be from January 1, 2025 to December 31, 2027.

1.19 Application of Agreement

This Agreement is effective from January 1, 2025 and applies to the recording and/or New Use of Musical Content for Productions that open a production office on or after that date.

ARTICLE 2 - GRIEVANCE AND ARBITRATION

2.1 Grievance Procedure

The following procedure will apply in the event that there is a complaint or a difference relating to the interpretation, application, administration or an alleged violation of the Agreement. Any complaint or difference should be discussed and settled if possible, at the time of its occurrence by the Federation or its Local's authorized representative and the authorized representatives of the Producer and the CMPA, as applicable.

Step 1 - Any complaint or difference (a "grievance") which cannot be settled as provided above must be put down in writing and filed through the Federation, or its Local of jurisdiction, with the Producer and the CMPA within thirty (30) business days of the date on which the Artist, or the Federation in the case of a policy grievance, becomes aware or ought to have become aware of the act(s) or omission(s) giving rise to the grievance. To be considered a grievance, the complaint or difference must indicate the Article(s) of the Agreement allegedly violated, misapplied or misinterpreted and the relief or remedy sought. The Producer will provide a response to the grievance within fifteen (15) business days of its receipt.

The Producer and the CMPA may file a written grievance with the Federation or its Local of jurisdiction within thirty (30) business days of the date that the Party becomes aware or ought to have become aware of the act(s) or omission(s) giving rise to the grievance at Step 2 of the grievance procedure.

Step 2 - If the grievance is not considered settled by the Parties following the Step 1 reply, the grievance shall, within fifteen (15) business days of the date of the reply, be referred to a grievance meeting with a representatives of the Producer, the CMPA and the Federation.

Step 3 - In the event that a grievance is not settled to the satisfaction of the Parties as a result of the grievance meeting or by immediate subsequent correspondence delivered not later than fourteen (14) calendar days after the meeting, the matter may be referred to arbitration by either party. Notice of referral to arbitration shall be given within fifteen (15) business days following the grievance meeting. Such notice shall be provided in writing to all the Parties, including both the Federation's Vice President from Canada and the applicable Federation Local where applicable.

2.2 Arbitration

When a grievance is referred to arbitration, the Arbitrator selected shall be mutually acceptable. If agreement is not reached on the appointment of an arbitrator within fifteen (15) business days following the notice of referral, any Party may request the appointment of the Arbitrator by the federal Minister of Labour.

(a) The Arbitrator shall have all powers necessary to determine the real issue in dispute according to the merits and, if appropriate, to award monetary payments, adjustments, or damages consistent herewith.

(b) The Arbitrator has exclusive jurisdiction to exercise the powers conferred upon him or her by the provisions of this Agreement and to determine all questions of fact and law that arise in any matter before him or her. The finding of an Arbitrator as to the facts and the meaning or violation of the provisions of the Agreement shall be conclusive, final, and binding on the Parties, including, without limitation, the Artist(s) involved. The Arbitrator shall not have the power to amend, modify, add to, or delete any provision of this Agreement or any part thereof.

(c) In order to encourage settlement of the dispute, with the agreement of the Parties, the Arbitrator may use mediation, conciliation, or other procedures at any time during the arbitral proceedings.

(d) The cost, fees, and expenses of the Arbitrator shall be shared equally by the Federation and the Producer, and the CMPA, if it is participating.

(e) The decision of the Arbitrator shall be issued in writing to the Parties to the dispute and to the CMPA, and shall be conclusive, final, and binding on the Parties, including, without limitation, the Artists.

(f) Upon mutual agreement of the Parties, the Arbitrator shall be entitled to deliver an oral or "bottom-line" decision forthwith, or as soon as practicable after the completion of the hearing, and postpone the issuance of the arbitration award.

2.3

Any step in this Article may be extended by mutual agreement, in writing, between the parties.

ARTICLE 3 - DEFINITION OF TERMS

3.1 Artist: is a member of the AFM or other individual, engaged by a Producer pursuant to this Agreement as a Musician, Arranger/Orchestrator, Leader and/or Contractor, Copyist, Independent Sound Consultant, Librarian, Soloist or Rehearsal Musician and is deemed to include a loan-out corporation or "Permittee".

3.2 Amateur Musician: one who has not, to the best of the Producer's and the Federation's knowledge, at any time, performed as a musician for a fee (excluding compensation in the form of a scholarship or a prize as a result of a competition) and is not, nor has ever been, a member of the AFM.

3.3 Arranging: is altering or making additions to the structure of an existing musical composition.

3.4 Arranger/Orchestrator: is an Artist engaged under the terms of this Agreement to perform Arranging and/or Orchestrating duties with respect to Musical Content.

3.5 Audition: is the audio-visual or auditory auditioning with or without cameras or audio recording equipment of an individual or group of individuals not already engaged for a Production to determine the individual's or the group's value or suitability for a specified performance, and includes screen, voice or instrumental tests wherein an individual is tested for ability, talent, and/or suitability for inclusion in a Production

3.6 Base Fee: means the applicable minimum fee as set out in Schedule 1 plus any applicable Step-Ups or Doubling payments, but excluding premium payments for overtime, overnights and holidays, cartage, transportation, travel expenses and fees, *per diems* and any overscale fees negotiated by the Artist.

3.7 Budget: is the total locked budget for a Production, as certified by the Producer, pursuant to Appendix D.

3.8 Compact Device: means the distribution of a Production by manufacturing and selling or renting copies of a Production on DVD, disc or any other physical format intended primarily for private, in-home exhibition.

3.9 Contract Service Fee: an administration and handling fee sent directly to the Local with jurisdiction over the engagement.

3.10 Contracted Fee: means the Base Fee payable under the terms of this Agreement to an Artist for services rendered as provided herein, plus any applicable premium payments for overtime, overnights and holidays, but excluding cartage, transportation, travel expenses and fees, *per diems* and any overscale fees negotiated by the Artist.

3.11 Copyist: is an Artist engaged to extract parts and produce copies of an original musical score for a Production from a Composer's or Arranger's/Orchestrator's manuscript.

3.12 Derivative: is a New Media Production, including without limitation a webisode, directly associated with, but separate and distinct from another Production, intended for initial exhibition on a new media platform for the purposes of promoting the associated Production, with no independent commercial exploitation. For clarity, a Derivative does not include a spin-off.

3.13 Digital Audio Workstation ("DAW"): is a programmable computer based software audio recording/production system used to control, capture, edit or manipulate and output the performance of the musical information of EMDs.

3.14 Documentary: is an information, news, and/or public interest Production, including but not limited to industrial Productions and educational Productions which may include drama or variety techniques in achieving the information goal.

3.15 Doubling: occurs when an Artist is required by the Producer or the score to perform on more than one instrument during a single session and is therefore entitled to receive Doubling payment(s), as prescribed by this Agreement.

3.16 Electronic Music Device (“EMD”): is a digital, analog or hybrid electronic device that produces or reproduces musical and non-musical sounds (this includes, all computer based software virtual instruments (“VIs”) and hardware synthesizers, digital sampling devices, mobile devices, etc., whose sound is generated solely by digital and electronic means.

3.17 Ensemble: is two (2) or more Artists performing together as a group.

3.18 Episode: is a unit of a Series.

3.19 Fact-based/Lifestyle/Reality Production: is a Production, including a Series, on a non-fictional theme, excluding drama Productions, Documentaries and game shows. Fact-based/Reality Productions include home renovation, cooking, travel and reality Productions. Examples include *The Bachelor Canada* (reality program), *Amazing Race Canada* (reality contest), *Save My Reno* (fact-based reality) and *Cheer Squad* (lifestyle reality).

3.20 Independent Sound Consultant (Music): an individual engaged on a separate contract to assist or advise the Producer or sound technician as to the musical sound quality during a session.

3.21 Leader and/or Contractor: the director of a musical ensemble whose assigned responsibilities may include engaging, representing and supervising the Musicians, and the performance of the Musicians on the engagement.

3.22 Librarian: is an Artist responsible for managing physical sheet music for the Artists at a session.

3.23 Live Music: is Musical Content, which is not Underscore, Theme, sideling or a Remote (see Article 3.41), and which is recorded (whether prior to or simultaneous to exhibition or broadcast) as a live concert performance. Live music includes, but is not limited to, live concert performances for Variety Production. For clarity, unlike a Remote, a Live Music performance is controlled by the Producer.

3.24 Magazine Programme: is one in which performances are mixed with interviews and/or information segments of a dissimilar nature.

3.25 Mini-series: is a single Production of predetermined length intended for exhibition in segments, which Production has a single essential storyline beginning in the first segment and concluding in the last.

3.26 Movie of the Week (“MOW”): is a Production of sixty (60) minutes or more in length intended primarily for exhibition in a single segment.

3.27 Musical Content: an audio and/or audio visual recording of music specifically for the Production, and which shall include sideling performed by a Sideline Musician.

3.28 Musician: a professional artist engaged to perform solo or in a musical ensemble on acoustic, electric or digital instruments, including a person who, in exercising musical skills, utilizes an electronic device to produce music, for the recording of Musical Content for a Production.

3.29 New Media Production: is any Production intended for initial exhibition in a linear form on the internet or any new media platform now or hereafter known, regardless of the device through which the content is delivered, which includes but is not limited to Subscription Video On Demand (“SVOD”), Advertising Video On Demand (“AVOD”), and Electronic Sell Through (“EST”).

3.30 New Use: occurs when Musical Content from a Production that was recorded pursuant to this Agreement is incorporated in whole or in part into a new Production.

3.31 Orchestra: means a symphony, opera, ballet, or chamber orchestra performing a varied repertoire during recurring annual seasons under a local collective bargaining (CA) or master agreement with the Orchestra covering Musicians who have personal service contracts or are otherwise engaged on a consistent and continuing basis.

3.32 Orchestrating: is the art of assigning, by writing in the form of an orchestral score, the various voices or instruments of an already written composition complete in form. A composition is considered complete in form when it fully represents the melodic, harmonic and rhythmic structure.

3.33 Overdubbing: is the recording technique by which a Musician plays a second, or more parts in synchronization with tracks already recorded.

3.34 Permittee: is a non-member of the AFM who is engaged hereunder, and who has been authorized by the Federation to work within the Federation’s jurisdiction.

3.35 Pilot: is a Production that is produced as one of a projected Series to enable a producer to determine whether to produce the Series at a later date.

3.36 Prime Engager: the person or entity other than the Producer, responsible for the payment of fees for the live performance portion of a Remote.

3.37 Producer: is the company, corporation, or organization that is signatory to the Voluntary Recognition Agreement.

3.38 Production: is a recorded audiovisual work whether such recorded work is fixed on film, digital or otherwise, regardless of the method of delivery.

3.39 Rehearsal: is when a Musician attends a scheduled rehearsal session at the request and for the benefit of the Producer.

3.40 Rehearsal Musician: means a single instrumentalist engaged to rehearse singers or actors for a Production at a Rehearsal that is not recorded.

3.41 Remote: a recording of a musical performance in whole or in part, that is not controlled by the Producer (i.e. the recording of the performance shall have no bearing on whether or not the performance would take place), and where Musicians are engaged and paid for the performance by the Prime Engager.

3.42 Series: is a Production consisting of Episodes produced as a group to be presented in a regular pattern, but excluding a Mini-Series.

(a) Episodic Series means a Series held together by the same title or identifying device common to all of the Episodes, plus a character or characters common to many or all of the Episodes.

(b) Serial means a Series in which the same characters carry on a continuing narrative.

(c) Anthology Series means a Series where each Episode contains a separate complete story or other complete program entity, without a character or characters common to each of the Episodes, but held together by the same title, trade name or mark, or identifying device or personality common to all of the Episodes. A continuing Host shall not be considered a character common to each of the Episodes.

3.43 Sideline Musician: is an Artist who is engaged to synchronize mime, or synchronize mime and record, playing an instrument on camera (either recreating the piece through mime or actually playing the instrument to record).

3.44 Soloist: an artist performing a unique or separate, featured part of a score during any musical selection, or an unaccompanied solo work.

3.45 Step-Ups: are payments prescribed by Article 10 of this Agreement that increase the Artist's fee based on duties performed by the Artist.

3.46 Overdubbing Session: means a session for which a Musician is engaged to perform an instrumental music track that augments an original sound recording.

3.47 Television Production: means a Production initially exhibited via transmission of visual images and sounds for display on a screen by means of any of cable, satellite, master antenna, satellite master antenna television distribution system, microwave distribution system, or any combination thereof.

3.48 Theatrical Production: means a Production produced primarily for exhibition in theatres.

3.49 Theme: Musical Content created specifically to brand a Theatrical Production and subsequent sequels, or that is used for openings/closings of, Series or Mini-Series for multiple Episodes or Mini-Series exhibition segments, including programming themes, stings, cues and segues created to specifically brand the Series or Mini-Series.

3.50 Underscore Music: Musical Content specifically recorded to accompany and augment dialogue or a visual scene, or to set a mood for the Production.

3.51 Variety Production: means a Production for which music forms a core element and which consists of songs, music, dances, sketches, vignettes, blackouts, and similar material, ordinarily as a mixture of some or all of such elements.

ARTICLE 4 - GENERAL TERMS AND CONDITIONS

4.1 Time Intervals: For all payments pursuant to this Agreement, Artists' time shall be calculated in one-quarter (1/4) of an hour increments.

4.2 Minimum Session: The minimum session for any Artist, unless provided otherwise elsewhere in this Agreement, is three (3) hours.

4.3 Multiple Sessions in a Day: An Artist may be booked for two (2) sessions in a day, provided that the Artist is given a rest period of not less than one (1) hour and not more than three (3) hours between sessions.

4.4 Additional Time:

(a) **Underscore Music:** The Producer may hold an Artist for one (1) additional work time hour immediately following a three (3) hour Underscore Music session. This first hour of additional work time will be paid at the Additional Time (A3, A4 or A10, as applicable) rate. When scheduled in advance of the session, additional time, up to a total session length of six (6) hours, may be added to any session. Such additional scheduled work time will be paid at the Additional Time (A3, A4 or A10, as applicable) rate. When an Underscore session is scheduled for between five (5) and six (6) hours, it may be divided into two (2) segments neither of which may be less than two (2) hours. The break between segments shall not exceed three (3) hours.

(b) **Live Music:** When contracted in advance, the Producer may hold an Artist for one (1) additional hour of work time immediately following a three (3) hour Live Music session. Live Music sessions scheduled longer than six (6) hours may be divided into two (2) segments, neither of which may be less than two (2) hours. The break between sessions shall not exceed one (1) hour.

(c) Unscheduled overtime, with the exception of up to one (1) hour of additional time in accordance with 4.4, shall be paid at one hundred fifty percent (150%) of the prorated Base Fee.

(d) Artists will provide the Producer with a minimum twenty-four (24) hours' notice if they are unable to remain for additional work time. The Producer will be responsible for engaging additional Artists, if, and as, required. The inability of an Artist to remain for additional time shall not affect their engagement.

4.5 Rest Periods: It is agreed that on all sessions there shall be a rest period of not less than ten (10) minutes per hour, and five (5) minutes per half (1/2) hour. The length of a session shall be inclusive of all rest periods. Such rest periods shall not be taken in the first thirty (30) minutes of the scheduled session, and no session shall continue for more than ninety (90) minutes without a rest period, except that during a Live Music recording may be taken prior to or after the recording.

4.6 For a Variety Production, if a recording produced under this Agreement is used for the rehearsal of other performers, the Musicians who took part in such recording shall be paid one hour at the One Hour Work Time (A10) rate for each day on which such rehearsal occurs and the recording is used, unless the Musician is present at such rehearsal.

4.7 Overnights and Holidays: If a Producer requires an Artist to perform work between midnight and 8:00 a.m. or on a statutory holiday, the Artist shall be entitled to receive one-hundred and fifty percent (150%) of the Base Fee for all time worked between such hours or on the statutory holiday.

4.8 New Use payments and payments pursuant to Article 22.2 paid subsequent to the first use of the Production are to be forwarded to the CFM for distribution.

4.9 Travel: When the Producer engages an Artist and travel is required, the Producer shall provide a fee for transportation, per diem and accommodation as follows:

(a) Per Diem Allowance:

A per diem allowance of sixty-five dollars (\$65.00) for each day the Artist is required to be away from home shall be paid in advance to cover meal expenses. However, if meals are provided at the expense of the Producer, the per diem allowance may be reduced in the following manner:

Breakfast \$15.00

Lunch \$20.00

Dinner \$30.00

(b) Mileage: When an Artist is required by the Producer to use the Artist's own automobile, the Producer shall pay the Artist a per-kilometre allowance of thirty-five cents (\$0.35) per kilometre.

(c) When the Artist is required by the Producer to be housed overnight they will be provided with single occupancy accommodation at the minimum standard of the Canadian Automobile Association (CAA).

(d) All authorized travel expenses incurred shall be paid by the Producer.

(e) Nothing in this Article 4.9, shall limit the Artist from negotiating with the Producer greater travel and per diem arrangements in addition to any other remuneration.

4.10 There shall be a Leader on every engagement of more than one (1) Artist.

4.11 Artists' Contract and Work Report Forms:

(a) Prior to an Artist commencing work on a Production, the Producer or Leader and/or Contractor shall prepare a contract for the Artist in the form set out at Appendix B of this Agreement, and the Producer shall send a signed copy to the Local of jurisdiction, no later than seven (7) days after the Artist commences work.

(b) The Producer, Leader or Contractor shall prepare a Work Report Form in the form set out at Appendix C for all sessions. The Producer shall submit the completed Work Report Form(s) to the Local

of jurisdiction no later than fifteen (15) days after the conclusion of the work on the -Work Report Form.

(c) The Producer shall notify the Local of jurisdiction of a pending production at least ten (10) business days in advance of any work commencing, or as soon as reasonably possible.

4.12 Confirmation of Membership:

(a) Prior to the engagement being performed, the Producer shall contact the local with jurisdiction over the engagement in order to confirm the membership status of the Artist(s) engaged. The local shall provide such confirmation within two (2) business days of being contacted.

(b) If an Artist has not provided the correct information to the Producer or if the Local does not respond to the Producer within such two (2) business days, no penalty shall be paid or owing by the Producer pursuant to Article 7.1.

4.13 Residency Information:

On or before the first day worked, Artists must provide the Producer with Canadian, and Provincial and, as applicable, Territorial, residency information sufficient to ensure that the production company is eligible to receive federal and provincial and/or territorial incentives, including tax credits and grants. Such information shall be held in compliance with all applicable privacy legislation and shall be kept confidential, except to the extent necessary to obtain applicable federal, provincial and/or territorial incentives.

The Producer shall provide the CFM with its particular residency documentation requirements, and shall notify the CFM in the event of any changes to those requirements. Prior to engagement, the Producer will notify Artists of its particular residency documentation requirements.

The residency documentation required by the Producer may include, but is not limited to the follow:

- (a) A declaration of residency, including Canadian citizenship or permanent residence status;
- (b) A Canadian Provincial Driver's License or Canadian Provincial Identification Document or Card;
- (c) CAVCO Personnel Identification; and
- (d) One or more of the following documents:
 - (i) Notice of Assessment;
 - (ii) Letter from the CRA giving an opinion on the Artist's residency status;
 - (iii) Mortgage, rental or lease agreement with rent receipts;
 - (iv) Copy of the last income tax return filed in the Artist's country of origin and/or documents filed with the foreign tax authority in which the Artist has declared they are no longer resident
 - (v) Utility bills;
 - (vi) Property tax notice;
 - (vii) Motor vehicle registration;
 - (viii) Documents evincing membership in a professional association or union in Canada; and
 - (ix) Statement of accounts from a Canadian branch of a financial institution.

Artists engaged through a loan-out corporation may also be asked to provide to the Producer the loan-out corporation's most recent Notice of Assessment and the most recent Schedule 50 indicating whether the loan-out corporation has single or multiple shareholders. Newly-formed loan-out corporations that have not yet filed tax returns may be asked to provide a Shareholder Register.

The Producer may require any additional or alternative documents approved or required by any relevant taxing authority to determine eligibility for tax credits and grants without any need for further negotiation.

Once requested, the Artist shall have two (2) business days within which to provide the required residency documentation to the Producer. Should the Artist fail to provide the required residency documentation, the Producer may cancel the Artist's engagement without any further payment, save and except that the Artist shall be entitled to payment for work performed prior to the cancellation of the Artist's engagement.

4.14 Artists engaged in Ontario shall also, on or before the Artist's first day worked, supply to the Producer proof that the Artist has successfully completed the Ontario Ministry of Labour's Health and Safety Awareness Training for workers and/or supervisors, as applicable.

4.15 A Contractor shall be required if ten (10) or more Artists are engaged for a session (including Leader and Contractor). The Leader and/or Contractor must be present during all sessions of ten (10) or more Artists.

4.16 Copyists' and Arrangers'/Orchestrators' Contracts:

(a) A separate contract shall be completed for each Copyist's and Arranger's/Orchestrator's engagement between the Artist and the Producer.

(b) Copyists and Arrangers/Orchestrators shall provide the Producer with an estimate of the total Contracted Fee for the engagement prior to commencement of the work.

(c) The Copyist or Arranger/Orchestrator shall immediately advise the Producer if the Copyist or Arranger/Orchestrator is aware, or ought reasonably to be aware, that the cost of the engagement is likely to exceed the estimate most recently provided by the Copyist or Arranger/Orchestrator. Any further work by the Copyist or Arranger/Orchestrator shall be conditional upon the Producer's approval of such revised estimate.

(d) Contracts for Copyists and Arrangers/Orchestrators must be submitted to the Local with jurisdiction over the engagement within fourteen (14) days following completion of work, and shall, in all cases, indicate the Contracted Fee on which the Musician's Pension Fund of Canada contribution is to be calculated.

4.17 THE PRODUCER may elect to contract a specific group for a programme for a specific number of occasions under a term contract. The dates, times and places of the calls shall be listed in the contract. It is understood and agreed, however, that the PRODUCER may change the schedule of calls (but not the number of calls) provided that the Leader or Contractor is advised in writing thirty (30) days in advance of such scheduled call. In the event that the PRODUCER shall request a change less than thirty (30) days in advance, such change shall be subject to the terms and conditions of Article 6 of this Agreement.

4.18 Assignment of Fees: All payments shall be made directly to the Artist unless written authorization has been received by the Producer from such Artist authorizing payment to another party, or in the event of a court order.

4.19 Federation Administrative Dues Check-Off:

(a) The Producer shall require each Artist at the time of the execution of the contract to sign an authorization in the form supplied by the Federation authorizing the Producer to deduct the percentage of the Contracted Fee as work dues in the case of AFM members and Permittees and administrative charges (i.e. TMP fees) in the case of Permittees and to pay same to the Local in the jurisdiction in which the engagement occurs. **(see Appendix J)**

(b) The Producer shall check-off the authorized percentage from the remuneration paid to each Artist and remit such dues monthly to the Local in the jurisdiction in which the engagement occurs.

(c) If, during the operation of this Agreement, a Local in the jurisdiction in which the engagement occurs changes the rate of check-off, such Local shall notify the Producer of such change and the altered rate shall be deducted and remitted as above, provided that the Federation bears the sole responsibility for obtaining the Artists' authorization to such change.

(d) The Federation shall hold the Producer harmless for any costs or damages arising from the membership work dues and administrative charges deducted by the Producer in accordance with this agreement.

4.20 The Producer shall remit a Contract Service Fee equivalent to eleven percent (11%) of the applicable minimum fee (A1 or A2, as applicable) for one (1) Artist for all sessions for a Production. The Contract Service Fee shall be remitted to the Local in the jurisdiction in which the engagements take place monthly at the time of the remittance of work dues and Permittee administrative fees.

4.21 CMPA Fees:

a) If the is a member in good standing of the CMPA as of the date of remittance of the CMPA administration fee, the Producer shall pay to the CMPA two percent (2%) of the aggregate total Contracted Fees, to a maximum of \$3,800.00 per Production or, in the case of a Series, per Episode. This Article may not be reduced, waived or otherwise varied without the CMPA's express written agreement.

(b) If the Producer is not a member in good standing of the CMPA as of the date of remittance of the CMPA administration fee, the Producer shall pay to the CMPA five percent (5%) of the total Contracted Fees, with no maximum, per Production or, in the case of a Series, per Episode. This Article may not be reduced, waived or otherwise varied without the CMPA's express written agreement.

(c) During the life of this Agreement, the CMPA may amend the amounts payable to the CMPA set out in this Article. This Article may not be reduced or waived without the express written agreement of the CMPA.

4.22 Payments to Artists:

(a) Payments under this Agreement shall be paid no later than twenty-one (21) days following the later of the date worked or the date the Artist's contract is submitted to the Federation. If a Saturday, Sunday, or holiday falls on a regular pay day, payment will be made on the preceding work day.

(b) If the Federation advises the Producer that a payment is late, and such payment is not made within fourteen (14) calendar days following such notice, a penalty of two percent (2%) per month of the total outstanding principal amount shall be payable monthly for each thirty (30) day period or part thereof, beginning with the fifteenth (15th) day following receipt of notice of late payment from the Federation. This provision shall not apply in the following circumstances:

(i) where the Producer has filed with the Federation a *bona fide* dispute relating to the fees payable; or

(ii) where normal methods of payment are interrupted (e.g., by a national mail strike or server disruption).

4.23 Health and Safety, Non-Harassment and Non-Discrimination:

(a) The Producer, the Federation and all Artists shall comply with their obligations pursuant to applicable provincial occupational health and safety legislation.

(b) The Producer shall provide adequate facilities for the health and safety of Artists engaged on the Production as required by applicable provincial health and safety legislation.

(c) The Producer shall take all reasonable precautions to maintain a working environment that is free from discrimination, and harassment (including sexual harassment).

4.24 CFM and CMPA Credit: The Producer shall include the Federation logo on the credit roll when such credit is given to other talent unions or guilds. The Federation shall provide the Producer with the appropriate artwork in adequate time to facilitate the inclusion of the Federation's CFM logo. When the Federation's CFM logo appears, the Producer shall make commercially reasonable efforts to include the CMPA logo on the credit roll.

No casual or inadvertent failure by the Producer to provide such credit shall be considered a breach of this Agreement. Under no circumstances shall the Producer be required to recall materials.

ARTICLE 5 - REHEARSALS AND AUDITIONS

5.1 Non-Recorded Music Rehearsals:

(a) The minimum call for a Rehearsal shall be one (1) hour, if/when required by the Producer in circumstances where this rehearsal is contiguous to a recording session and where the music rehearsal ends within thirty (30) minutes of the start of the recording session.

(b) The minimum call for a Rehearsal shall be two (2) hours, if/when required by the Producer in circumstances wherein this rehearsal is not contiguous to any other recording session(s) on the same day which includes warm-ups and aftershows.

(c) Rehearsal is distinct from a regular session call. Artists engaged for a Rehearsal pursuant to this Article shall be paid at the One Hour Work Time (A10) Rate. No audio or audio visual recording of any kind is permitted without payment of the fees prescribed in Article 5.2.

(d) Additional time, when required, shall be prorated in fifteen (15) minute increments to a maximum of one (1) hour.

5.2 Recorded Music Rehearsal:

When a Rehearsal is recorded, it shall constitute a regular session and Artists shall be paid the Basic Three (3) Hour (A1) Rate.

5.3 Auditions:

(a) Subject to Article 5.3, a Musician taking part in an Audition, at the request of the Producer, shall be entitled to the Non-Session Hourly (A10) Rate. Auditions shall be subject to a three (3) hour minimum call.

(b) Where an Audition is recorded for exhibition, it shall constitute a regular session and be paid at the Basic Three (3) Hour (A1) Rate.

(c) Except in accordance with Article 5.3(b), the Producer shall not, under any circumstances, exhibit audition recordings, except privately as follows:

- i) to Employees, contractors or agents of the Producer;
- ii) to clients of the Producer directly involved in the production of the Production; or
- iii) for the purpose of selling a Production of which the audition recording is a sample.

(d) In the event that the Producer retains a copy of an Audition recording, other than an Audition recorded in accordance with 5.3(b), terms covered in this article will be identified on all such copies.

ARTICLE 6 - FORCE MAJEURE

The Producer may declare a Force Majeure and suspend Production without prospective obligations to Artists, as the result of an inability to provide work because of any unforeseen circumstances beyond its reasonable control. Force Majeure includes, but is not limited to: riot, war, fire, earthquake, hurricane, flood, injury, illness, labour dispute, strike, the failure or inability of a key Artist, key cast member or the director to undertake their duties, or governmental regulation or order in a national or provincial emergency. In such unforeseen circumstance, the Producer shall furnish a statement in writing to the Local in the jurisdiction in which the engagement was to occur within twenty-four (24) hours, or as soon thereafter as practicable, as to the reason for the Force Majeure. Artists will be paid at least for the minimum call should the Force Majeure occur during working hours.

ARTICLE 7 - ENGAGEMENT OF NON-MEMBERS

7.1 Temporary Membership Permits (TMP): Individuals who are not members of the AFM may be engaged to perform work pursuant to this Agreement as Permittees on the following conditions:

(a) The Producer shall submit a request for a TMP (Appendix K) to the Local of Jurisdiction, at least seven (7) business days, or as soon as reasonably possible, in advance of the date of engagement along with the names of all musicians to be engaged by the Producer. The Local shall respond to the TMP request within three (3) business days and issue a TMP number.

(b) Where a Permittee is a Canadian Citizen or Permanent Resident of Canada, a TMP fee of \$75.00 per day shall be deducted from the Permittee's Contracted Fee and remitted to the Local in the jurisdiction in which the engagement occurs.

(c) Where a Permittee is neither a Canadian Citizen nor a Permanent Resident of Canada, a TMP fee of \$125.00 per day shall be deducted from the Permittee's Contracted Fee and remitted to the Local in the jurisdiction in which the engagement occurs.

(d) TMP fees shall be remitted by the Producer to the Local(s) in which the engagement(s) occur on a monthly basis.

(e) An Artist engaged under a TMP cannot act as either the Leader and/or Contractor unless the entire group is composed of Permittees.

(f) For clarity, and without limiting the application of this Article 7.1 to other Artists, Copyists, Arrangers, Orchestrators, and EMD Artists may be engaged under a Temporary Membership Permit.

ARTICLE 8 - INCIDENTAL PERFORMANCES

8.1 Notwithstanding any other provisions of this Agreement, the Producer may, without payment, make use of:

(a) A public performance, either live or by means of recording, by Musicians or an excerpt from a Production on a Magazine Programme that is made because of the newsworthy nature of the performance or to promote the performers or the performance, provided that no such recording shall exceed four (4) minutes. It is not the purpose of the Producer to utilize the provisions of this Article to produce "clip Productions". The parties agree that in the case of bona fide news events, the Producer may request permission that the limitations contained in this Article be waived.

(b) It is agreed that the four (4) minute limitation does not apply to the exhibition or recording of visits by the Reigning Monarch of Canada or His/Her Consort or state-motivated appearances of His/Her Representative (that is, the Governor-General of Canada and the Lieutenant-Governors of each province of Canada).

(c) Music played at a primarily non-musical public event having no commercial connotation, where the music may be heard incidentally in the background, and is not announced or featured. This Article shall not apply to segments of an entertainment or commercial nature where the music is an integral part.

ARTICLE 9 - CARTAGE

9.1 When, with the prior authorization of the Producer, which authorization shall not be unreasonably withheld by the Producer, a Musician is required to transport any of the instruments listed below, the Producer shall pay cartage invoice as presented up to the amount previously approved by the Producer. This Cartage fee shall include the placement and removal of the instrument(s). Time spent on such placement and removal shall not constitute time worked. Cartage fees shall apply to the following instruments:

- a) Percussion (including timpani, drum set, mallet instruments and any electronic music devices and related amplification equipment when required);
- (b) Electric guitar and electric bass (including amplifiers and related electronic equipment);
- (c) Harp;
- (d) Keyboard instruments and related equipment not supplied by the Producer;
- (e) String bass, tuba, cello, baritone saxophone, contra-bass, saxophone, contra bassoon;
- (f) such other instrument(s) as mutually agreed between the Producer and the Musician.
- g) With prior approval, should a commercial carrier be required the Musician shall submit an invoice to the Producer for reimbursement.

ARTICLE 10 - STEP-UPS

10.1 Concertmaster: A Concertmaster of an Orchestra, who shall be the principal violinist, shall be engaged on all engagements where eight (8) or more strings are used, and shall be responsible for marking the bowings. The fee for a Concertmaster shall be one-hundred and fifty percent (150%) of the applicable rate prescribed in Schedule 1 for all sessions.

10.2 A Soloist shall receive two-hundred percent (200%) of the applicable fee prescribed in Schedule 1 for all sessions during which the individual is engaged as a Soloist.

10.3 Single Musician: Except in the case of EMD tracking, when only one Musician is engaged, the Musician shall receive two hundred percent (200%) of the Base Fee for all sessions during which the individual is engaged as a single Musician.

10.4 A harpist engaged under this Agreement shall be paid an additional payment equal to one and a half (1 ½) hours of work time at the A10 (One Hour Work Time) Rate for each day that the harpist works as a harpist under this Agreement, and such payment is not subject to any Step-Ups, Doubling payments, or premiums that the harpist may be entitled to.

The one and a half (1 ½) hours represented by this payment shall not be considered time worked, including, but not limited to, for the purpose of calculating overtime or additional time payment entitlements.

10.5 A drummer playing drum set engaged under this Agreement shall be paid an additional payment equal to one hour (1) of work time at the A10 (One Hour Work Time) Rate for each day that the drummer works as a drummer under this Agreement, and such payment is not subject to any Step-Ups, Doubling payments, or premiums that the drummer may be entitled to.

The one hour (1) hour represented by this payment shall not be considered time worked, including, but not limited to, for the purpose of calculating overtime or additional time payment entitlements.

10.6 An Artist engaged to play marimba or a large, multiple percussion set up from two (2) or more of the instrument families described in Article 11.3 under this Agreement shall be paid an additional payment equal to one-and-one-half hours (1.5) of work time at the prorated A10 Rate for each day that the Artist works under this Agreement, and such payment is not subject to any Step-Ups, Doubling payments, or premiums that the Artist may be entitled to.

The one-and-one-half hours (1.5) hours represented by this payment shall not be considered time worked, including, but not limited to, for the purpose of calculating overtime or additional time payment entitlements.

In special circumstances where a large percussion setup is required and may be within one instrument family, the Producer, in discussion with the Artist, shall decide the additional work time required for setup and paid under a prorated A10 Rate.

10.7 On Variety Programmes only, when three (3) or more Artists are engaged in the trumpet section of a musical ensemble, the first trumpet shall be paid at the rate of twenty five percent (25%) above the Base Fee. Additionally, if an Artist is engaged on a Variety Programme to play first trumpet with an EMD simulating two (2) or more trumpets, that Artist shall be paid at the rate of twenty-five percent (25%) above the Base Fee.

10.8 The fee for a Musician, when engaged as a Leader and/or Contractor, shall be two-hundred percent (200%) of the applicable rate prescribed in Schedule 1 (e.g. the A2 rate for a 3 hour session (10 plus musicians) for all sessions in which the Musician is engaged as a Leader and/or Contractor.

10.9 No Pyramiding of Step-Ups Where an Artist qualifies to receive multiple Step-Ups pursuant to any Article in this Agreement, the Artist shall receive:

- (i) the greatest Step-Up to which the Artist is entitled; and
- (ii) fifty percent (50%) of any additional Step-Up(s) to which the Artist is entitled.

For example, if an Artist is engaged as both the Leader and/or Contractor and Concertmaster, the Artist shall receive two-hundred and twenty-five percent (225%) of the applicable rate prescribed in Schedule 1 based on receiving the additional one-hundred percent (100%) Step-Up as Leader and/or Contractor and half of the fifty percent (50%) Step-Up for acting as Concertmaster.

For clarity, payments for Doubling pursuant to Article 11 do not constitute Step-Ups.

ARTICLE 11 - DOUBLING

11.1 Additional Payment Not Required:

- (a) The following Doubling by a Musician is permitted without the payment of any additional fee:
- i) piano and celeste, when furnished by the Producer;
 - ii) any two (2) of the clarinet family, other than bass clarinet, Eb clarinet, or contrabass clarinet;
 - iii) any two (2) of the saxophone family, other than bass saxophone, soprano saxophone or baritone saxophone;
 - iv) any two (2) of the guitar family other than steel guitar (except for pedal steel guitar), dobro and electric bass with the understanding that playing both an electric guitar and an acoustic guitar shall qualify as a double;
 - v) steel guitar (except for pedal steel guitar) and dobro; and
 - vi) two (2) or more patches utilized by an EMD Musician engaged for a real-time engagement from a single EMD (e.g. a single keyboard).

(b) it is agreed that for groups such as Rock & Roll, or similar, that have been engaged by the Producer in a feature capacity (i.e. not accompanying or acting as a studio Ensemble), and further provided that the group is already organized and not engaged individually by the Producer, when Musicians are so engaged as a group, Doubling regulations shall not apply.

(c) Doubling payments shall only be payable when Doubling is required by the Producer or called for by the score.

11.2

(a) With the exception of the authorized doubles set out in Article 11.1, a Musician playing any additional instrument or singing shall be paid an additional amount equal to thirty percent (30%) of the applicable rate prescribed in Schedule 1 for the engagement for the first double, and fifteen percent (15%) for the second and each subsequent double, up to a maximum of seventy-five percent (75%) of applicable rate prescribed in Schedule 1.

(b) Doubling rates shall only apply and be paid to a Musician for the individual session in which the Doubling occurs.

11.3

(a) Instruments which a percussionist may be required to play are divided into six (6) instrument families.

(b) Prior to the engagement a percussionist must be informed by the Producer, Leader or Contractor which of the required family of instruments they are being engaged to perform.

(c) A percussionist may play any or all of the instruments from within a single family without being entitled to a Doubling fee.

(d) When a percussionist is required to play instruments from more than one instrument family, Doubling fees shall apply for each additional instrument family.

(e) When instruments appear in more than one (1) family, the Producer, in discussion with the percussionist, shall decide which instrument family will be used.

(f) Instrument Families:

1. Timpani

2. Mallet Instruments:

- a) Xylophone
- b) Vibraphone
- c) Marimba
- d) Chimes (Tubular Bells)
- e) Orchestra Bells (Glockenspiel)
- f) Crotales
- g) Other chromatic or diatonic acoustic mallet keyboard instrument

3. Drum Set - Drum set shall consist of Bass Drum, Snare Drum, Tom Toms, Roto Toms, Hi Hat, Cymbals, Cow Bell, Electronic Drum Pad and Wood Block.

4. Electronic Music Devices (EMD) - includes any and all electronic mallet, keyboard, pad or triggering devices used in conjunction with sound modules or sampling devices played by the percussionist.

5. Traditional Percussion and Sound Effects - Traditional percussion and sound effects shall include non-pitched percussion instruments found in the standard symphonic repertoire including but not limited to those in the following list:

- Concert Bass Drum
- Snare Drum (Field Drum, Tenor Drum, Parade Drum)
- Cymbals and Piatti
- Sound Effects (Slide Whistle, Pop Gun, Car Horns, Slapstick, Ratchet, etc.)
- Gongs and Tam Tams
- Tambourine, Triangle, Finger Cymbals, Mark Tree, Bell Tree, Wood Block

6. Latin Percussion - the Latin percussion category refers to hand drums, shakers, bells, rattles and related percussion instruments of Ethnic origin most of which do not appear in the standard symphonic repertoire, including, but not limited to the following:

- Conga Drums,
- Bongos
- Timbales (including cow bells and cymbals)
- Shakers, Maracas, Cabasa, Claves
- Gongs and Tam Tams
- Tambourine, Triangle, Finger Cymbals, Mark Tree, Bell Tree, Wood Block

ARTICLE 12 - COSTUME, HAIR AND MAKE-UP

12.1

(a) When an Artist is required to attend a costume, hair or make-up call on other than a regular session or performance day they shall be paid for a minimum two (2) hours' time at the Non-Session Hourly (A10) rate.

(b) If the costume fitting, hair or make-up call is on the same day as the work call, all hours elapsed between the commencement of the costume fitting, hair or make-up call and end of the work call shall be used to calculate total time worked.

12.2 If a Musician is required by the Producer to rent a costume, they shall, upon prior approval from the Producer, be compensated by the Producer for the amount of the rental upon presentation of the receipt.

12.3 In the event that it is necessary for a Musician's make-up to be touched up or re-applied at any time, the time required for such touching-up or re-application shall not occur during rest periods.

ARTICLE 13 - MUSICIANS' PENSION FUND OF CANADA (MPF CANADA)

13.1 The Producer shall contribute an amount of twelve-percent (12%) of Contracted Fees for all services covered by this Agreement to the Musicians' Pension Fund of Canada (MPF Canada), created pursuant to Agreement and Declaration of Trust dated April 9, 1962. Such contributions shall be made payable to the Musicians' Pension Fund of Canada and forwarded to the Local of jurisdiction where the services covered took place accompanied by supporting documentation.

To accommodate provisions of the *Income Tax Act*, an Artist who has achieved the age of seventy-one (71) in the year prior to engagement shall have the twelve percent (12%) paid to them directly, and shall not have a contribution paid to the Musicians' Pension Fund of Canada on their behalf. For clarity, this twelve percent (12%) is not subject to Work Dues; it is paid direct to allow the Artist to invest in an alternate monetary vehicle of their choice.

ARTICLE 14 - MUSICAL INTERVIEWS AND SIDELINE MUSICIANS

14.1 Musical Interviews:

(a) Short Interviews:

For an interview of fifteen (15) minutes or less for a Magazine Programme of which the musical portion shall not exceed six (6) minutes Artists shall receive the Short Interview (A11) Rate for the first one (1) hour of work time. For any additional time worked in excess of one (1) hour the Artist shall receive the Non-Session Hourly (A10) Rate.

(b) Long Interviews:

For an interview of thirty (30) minutes or less for a Magazine Programme of which the musical portion shall not exceed twelve (12) minutes Artists shall receive the Long Interview (A12) Rate, for the first two (2) hours of work time. For any additional time worked in excess of two (2) hours the Artist shall receive the Non-Session Hourly (A10) Rate.

(c) Step-Ups for Leader and/or Contractor or Single Musician do not apply to 14.1.

14.2 The following terms shall apply to the engagement of a Sideline Musician:

(a) The minimum call for a Sideline Musician shall be eight (8) hours, compensated at the A17, Sideline 8 Hour Call Rate. Additional time in excess of the eight (8) hour call shall be payable on a pro-rata basis at one and a half (1 ½) times the applicable rate for hours worked in excess of eight (8) up to and including the twelfth (12th) hour and at two (2) times the applicable rate for hours worked in excess of twelve (12).

(b) Each Sideline Musician shall be provided a meal period of one (1) hour not later than after the completion of the first six (6) hours of work, calculated from the first call for the Sideline Musician.

(c) Notwithstanding 14.2 (b), at the Producer's option, the meal period may be one half (½) hour in length, in which case the meal break shall be paid and considered to be part of the workday. In this case it shall be the Producer's responsibility to provide the meals on the set at the Producer's expense.

(d) If the Producer elects to record the instrumental audio of a Sideline Musician's performance for use in the Production, the Sideline Musician shall be entitled to a further one-time payment of the applicable 3 Hour Session rate (A1 or A2, as applicable). For clarity, the Sideline Musician shall receive this additional payment one (1) time regardless of the length of music recorded for use in the Production from the Sideline Musician's sidelining performances or the number of days the Sideline Musician works as a Sideline Musician. For further clarity, the incidental recording of instrumental audio during a Sideline Musician's performance, which is not intended for use in the Production (e.g. leak through), shall not entitle a Sideline Musician to this payment.

ARTICLE 15 - COPYING

15.1 The parties agree that this Article does not include automatic scoring done by computer as part of EMD's.

15.2 The fee for Copyists shall be the One Hour Work Time (A10) Rate, for a minimum of three (3) hours total for the Production.

15.3 Copyists shall be included in the pool to receive distribution of New Use fees in accordance with Article 21.1 for the New Use of their work.

15.4 Copyists shall stamp their work with their name and the number of the Local with jurisdiction over the engagement and the date the work was done. Name, number of the Local with jurisdiction over the engagement and date must be written on all scores and parts thereof.

15.5 Rules for Copying:

(a) Copying services involving the complexities of unconventional score notation shall be paid at one-hundred and twenty-five percent (125%) of the A10 rate.

(b) The fee for special routine work (including editing), which shall include copying from a sketch score, when required by the Producer, where two (2) or more scores or orchestral parts must be used or referred to in extracting the parts, shall be one-hundred and fifty percent (150%) A10 rate for all time spent performing special routine work.

ARTICLE 16 - ARRANGING AND ORCHESTRATING

16.1 Orchestrator/Arranger Fees:

The fees for arranging and orchestrating shall be calculated based on the number of musicians and minutes of music, with a two (2) minute minimum, in accordance with Schedule 1, Table D (Minimum Fees for Arranging and Orchestrating).

16.2 For adjustment work done by Arrangers and/or Orchestrators including alterations and additions at rehearsals where the duration of music rates is impractical, compensation shall be at the One Hour Work Time (A10) Rate with a two (2) hour minimum.

16.3 Arrangers shall be included in the pool to receive distribution of New Use fees in accordance with Article 21.1 for the New Use of their work.

16.4 No office space charge or commission is to be deducted from any of the fees applicable under this Article.

16.5 Arrangers shall stamp the score with their official union stamp. The date of the work shall be marked clearly on the score.

16.6 Additional Conditions for Arranging and Orchestrating:

The following conditions shall apply for arranging and orchestrating:

- (a) The fee payable for arranging and orchestrating under this Article 16 shall not include any copying or composing.
- (b) Voice and vocal conductor parts shall be treated as instrumental parts. Where lyrics are required, they shall be paid for at the rate of an additional instrumental part.
- (c) When the score includes vocal scoring, each vocal part shall be computed as an additional instrumental part.
- (d) The Producer shall be entitled to one (1) hour of consultation time for each arrangement assigned without additional payment.

ARTICLE 17 - LIBRARIANS

17.1 A Librarian playing on an engagement shall be paid at one-hundred and twenty-five percent (125%) of the fee in Schedule 1 applicable to the engagement, including additional work time. The additional duties beyond playing shall be strictly those of a Librarian.

17.2 The fee for a non-playing Librarian whose engagement has been agreed to by the Producer shall be the fee in Schedule 1 applicable to the engagement, including additional work time.

ARTICLE 18 - UNDERSCORE AND THEME MUSIC

18.1 Length of Recorded Music: A Basic Session is a minimum call of three (3) hours. Length of recorded music in a basic session shall be a maximum of thirty (30) minutes of finished product. An additional two and one-half (2 ½) minutes of music is permitted per fifteen (15) minutes of work time immediately following the minimum call.

18.2 Underscore: A three (3) hour Underscore Music session shall be payable at the Three (3) Hour Session (A1 or A2, as applicable) Rate.

18.3 Contractor required if ten (10) or more Musicians are engaged (including Leader and Contractor): double the Musician's Base Fee. The Contractor must be present during all the engagements.

18.4 Theme Music Session:

(a) Three (3) minutes of Theme music may be recorded within a three (3) hour Theme music session. Additional minutes of Theme music within the three (3) hour call can be recorded at the 90 Minute Session (A9) rate per minute per Musician.

(b) Musicians engaged, other than for EMD tracking, to create Theme music shall additionally receive a payment of the Theme Music Episodic (A13) rate per Episode or Mini-Series segment in which the Theme music is utilized.

(c) Musicians engaged for EMD tracking to create Theme music shall receive a payment of the EMD Theme Music Episodic (A14) rate per Episode or Mini-Series segment in which the Theme music is utilized.

18.5 Trailers/Supplemental Material: Trailers may be scored in, or added to, any regular Underscore recording session. Trailers, "bumpers and stings" (*supplemental Musical Content recorded after Musical Content for a Production has been recorded*), short subjects, travelogues, adventure films and cartoons requiring less than one (1) hour to screen may all be scored in the same Underscore recording session, or the scoring for any one or all may be added to any regular Underscore session.

18.6 Overdubbing Sessions: An Artist engaged to perform at an Overdubbing Session shall receive the 90 Minute Session (A9) Rate for ninety (90) minutes. Up to a maximum of eight (8) minutes of music may be recorded during an Overdubbing Session.

18.7 Special Session Short Subjects:

a) A ninety (90) minute special session may be scheduled for Productions with a running length of fifteen (15) minutes or less. If the Production exceeds fifteen (15) minutes in length, then the basic session fee and conditions apply.

b) Special session provisions may not be utilized to produce Theme. Up to a maximum of eight (8) minutes of music may be recorded during a Special Session.

c) Special sessions shall be paid at the 90 Minute Session (A9) Rate.

ARTICLE 19 - ELECTRONIC MUSIC DEVICES (EMD)

19.1 (22.1) An Artist may be engaged by the Producer to perform on or **program** an EMD on a real-time and/or EMD tracking basis.

It is recognized that the complex sequencing, which may be required by the Producer, prior to the scoring session in order to prepare for the performance, constitutes musical services rendered by the Artist who performs such services.

19.2 Pre-Production Programming: The Producer may engage an Artist at the A8 rate per hour of programming work time as previously agreed to by the Producer and the Artist. Such programming may be done in advance of a real time session and may include such duties as sampling, editing sounds, mapping or entering DAW programming data, synthesizer patch information, etc. If the Artist is required to perform in a session, the applicable A1 or A2 fee shall be paid at Musician rates in addition to any pre-production programming time.

19.3 Real-Time Engagements:

(a) A "Real-time engagement" occurs when a Musician is hired for a live performance to perform on a device which would otherwise constitute an EMD, and the EMD is used in the same manner as a traditional musical instrument for the purpose of performing musical effects.

(b) A Musician hired in accordance with paragraph (a) shall be entitled to receive the Three Hour Session (A1 or A2, as applicable) Rate, and any applicable Step-Ups, premiums or Doubling payments, subject to the terms and conditions prescribed elsewhere in this Agreement, and shall not be entitled to receive the EMD Tracking (A7) rate.

(c) Any synchronized EMD which is triggered by a DAW sequencer to create multiple musical parts shall be construed as a double and shall be payable pursuant to Article 11.2.

19.4 EMD Tracking:

(a) When a single EMD Musician is engaged for EMD tracking (i.e. other than a real-time engagement), such Musician is entitled to receive the EMD Tracking (A7) Rate per hour.

(b) These rates shall be deemed to be inclusive of any and all Step-Ups and such Musician shall not be entitled to Doubling payments unless the Musician is also engaged to play a conventional musical instrument(s) during the same session, in which case Doubling fees will be subject to the terms and conditions prescribed elsewhere in this agreement and shall be calculated based on the Basic Three Hour (A1 or A2, as applicable) Rate.

(c) There will be a maximum of five (5) minutes of recorded product per hour, within a minimum three (3) hour session.

ARTICLE 20 - REMOTES

20.1 Under this Article Musicians are engaged and paid for the performance by an engager other than the Producer. Applicable fees will be paid directly to the Musicians for the recording, and are in addition to the fees paid by the Prime Engager. The recording of the performance shall have no bearing on whether or not the performance would take place.

20.2 Fees pursuant to this Article shall be the Remote (Table C) fees calculated based on the total length of the Musical Content recorded from the performance.

20.3 Application of this Article:

(a) To access the terms of this Article 20, the Producer will obtain confirmation from the Prime Engager that the Prime Engager is engaging Musicians to be recorded by the Producer during the Remote for use in the Production pursuant to a current agreement or contract with the Federation (including any Local).

(b) If the Producer does not obtain confirmation in accordance with (a) and the Prime Engager is not engaging Musicians to be recorded by the Producer during the Remote for use in the Production pursuant to a current agreement or contract with the Federation (including any Local), the Producer shall not be entitled to apply the terms of this Article 20 and the Live Music terms prescribed in this Agreement shall be applicable to such engagement.

20.4 When the Producer requests a sound check for the placement of equipment, the Musicians shall be paid the Work Time (A10) rate for one (1) additional hour, immediately prior to the commencement of the engagement.

20.5

2) A Leader, Contractor, Conductor and Soloist who is a regular member of an Orchestra shall be paid two-hundred percent (200%) of the applicable Remote Rate. No other Step-Up or premium payments for overtime, overnights or holidays are payable in relation to Remotes.

b) The Producer shall have the right to record two (2) performances of an identical performance and select the best recorded segments from each incorporate into the Production.

ARTICLE 21 - NEW USE

21.1 Excerpts – New Use:

(a) For any New Use of any portion of the Musical Content from a Production, with the accompanying footage from the Production, or for any New Use of up to three (3) minutes of the Musical Content from the Production without the accompanying footage, which New Use is not within the exceptions provided for herein, the Producer shall pay the following aggregate one-time-only sum for each

Production to the Federation to be distributed to the applicable Artists engaged for the creation of the Musical Content:

(i) for up to, and including, one (1) minute of Musical Content: the New Use (B1) Rate per applicable Artist;

(ii) for each thirty (30) seconds or portion thereof in excess of one (1) minute of Musical Content: the Additional New Use (B2) Rate per applicable Artist;

(iii) plus applicable pension.

(b) The following New Uses shall be permitted without payment:

(i) any New Use of Musical Content (with or without the accompanying footage) in a Production that is thematically linked to the Production for which the Musical Content was recorded (e.g. the New Use of Musical Content recorded for *Kim's Convenience Season 1* in *Kim's Convenience Season 2*).

(ii) any New Use of Musical Content (with or without the accompanying footage) in a "behind the scenes" or "making-of" Production.

(iii) any New Use of up to three minutes (3) of Musical Content (with or without the accompanying footage) for the purpose of advertising or promoting a Production from which the Musical Content is taken or a Production that is thematically linked to the Production from which the Musical Content is taken.

(iv) any New Use of Musical Content with an aggregate length of not more than five (5) minutes in the case of Productions of sixty (60) minutes or less, or ten (10) minutes in the case of Productions with a running time that exceeds sixty (60) minutes, may be used in any awards Production.

(v) any New Use of Musical Content (with or without the accompanying footage) in a Production released exclusively for non-commercial, non-broadcast, or password protected access via an educational institution(s).

21.2 Prior to permitting a third party to acquire the rights to use Musical Content produced under this Agreement in a product other than a Production, the Producer shall inform the third party in writing to contact the Federation to confirm whether the third party owes any obligations to Artists with respect to such use of the Musical Content pursuant to an applicable Federation agreement.

ARTICLE 22 - RIGHTS ACQUISITION

22.1 Rights Acquisition:

(a) Rights Acquisition for Base Fee

Upon payment of the Base Fees the Producer is entitled to release the Production theatrically worldwide in perpetuity.

Furthermore, upon payment of the Base Fees the Producer acquires all rights now or hereafter known in the Musical Content produced pursuant to this agreement worldwide and in perpetuity for all Artists' work that is not subject to the rates enumerated in Article 22.1(b)(i).

(b) Rights Acquisition Fee for Musicians (Underscore and Live Sessions and EMD Tracking) and Arrangers/Orchestrators

The following terms shall apply for Musicians (Underscore and Live Music and EMD tracking) and Arrangers/Orchestrators:

(i) The provisions of this Article 22.1(b) apply to Musicians and Arrangers/Orchestrators for work performed under this agreement that is subject to the following rates:

1. A1 and A2 (3 Hour Session) (including additional time and overtime A3, A4, A5 and A6 rates)
2. A7 (EMD Session (Tracking))
3. A8 (Real-Time EMD Programming Rate)
4. A9 (90 Minute Session)
5. A11 (Short Interview)
6. A12 (Long Interview)
7. A15 (Live Music 3 Hour Session) (including additional time A16 rate)
8. Table D (Arranging and Orchestrating)

(ii) For such Artists, the provisions of Article 22.2 shall apply.

(iii) For clarity, if an Artist performs work that is subject to the rates listed in (i), above, and work that is subject to other rates prescribed by this agreement, the payments pursuant to Article 22.2 shall not be increased by the Musician's entitlement to other rates (e.g. One-Hour Work Time (A10) rate).

22.2 The Producer may acquire further rights with respect to the work performed by Artists that is subject to the rates enumerated in Article 21.1(b)(i) by making payments in accordance with the following options at any time:

(a) Option 1

The Producer may, at any time, acquire all rights in the Musical Content produced under this Agreement now or hereafter known, worldwide, for the following additional periods:

- (i) For two (2) years following the first use by making a payment to the Artist equal to fifteen percent (15%) of the Artist's Base Fee, plus pension;
- (ii) For three (3) years following the first use by making a payment to the Artist equal to thirty percent (30%) of the Artist's Base Fee, plus pension;
- (iii) For four (4) years following the first use by making a payment to the Artist equal to forty-five percent (45%) of the Artist's Base Fee, plus pension;

(iv) For five (5) years following the first use by making a payment to the Artist equal to fifty-five percent (55%) of the Artist's Base Fee, plus pension; and

(v) A Producer ~~that~~ **who** has elected the yearly option in Article 25.4(a) may, at any time, instead elect to acquire rights in the Musical Content in accordance with Option 2 in Article 22.2(b). In such case, the Producer shall be required to make a payment to the Artist equal to the difference between the payments previously made to the Artist under Option 1 and the payment required by the Option 2 provision(s) applicable to the rights that the Producer wishes to acquire.

For example: If the Producer has previously paid thirty percent (30%) of the Artist's Base Fee to acquire all rights for three (3) years from first use pursuant to 22.2(a)(ii) and they wish to acquire all rights in-perpetuity under Option 2 the Producer shall be required to make a payment to the Artist equal to thirty-five percent (35%) of the Artist's Base Fee (the aggregate sixty-five percent (65%) required by 25.4(b) (i) and (ii) less the thirty percent (30%) previously paid).

(b) Option 2

(i) The Producer may acquire all rights in the Musical Content produced under this Agreement now or hereafter known, worldwide, for a period of ten (10) years following the first use by making a payment to the Artist equal to fifty-five percent (55%) of the Artist's Base Fee, plus pension; and

(ii) The Producer may acquire all rights in the Musical Content produced under this Agreement now or hereafter known, worldwide, and in perpetuity for all years subsequent to the ten (10) years addressed in (a), above, by making a further payment to the Artist equal to ten percent (10%) of the Artist's Base Fee, plus pension.

22.3 Assumption Agreement

(a) If the Producer sells or assigns, or otherwise disposes of any Production produced under this Agreement or any rights thereto, to a Third Party, the Producer shall not be relieved of any of its obligations for payments due under this Agreement, unless the third party to whom the said property or rights have been sold, assigned, or otherwise disposed of assumes the obligations for such payments by executing an Assumption Agreement in the form contained in Appendix H, and the Federation approves the Assumption in writing. Such approval shall not be unreasonably withheld.

(b) Upon seeking the approval of the Federation of a sale, assignment, or other disposition as provided for in Article 22.3(a), the Producer shall provide to the Federation such information and material pertaining to the Third Party as the Federation may reasonably require, including, but not limited to, the relevant terms and conditions of the Licence or Purchase Agreement.

SCHEDULE 1 - WAGE CHART

Rate Sheet (Table A)

Rates		Year 1	Year 2	Year 3
A1	3 Hour Session (Less than 10 Musicians)	\$397.58	\$409.51	\$421.79
A2	3 Hour Session (10+ Musicians)	\$361.53	\$372.38	\$383.55
A3	Additional Time (per hour) (Less than 10 Musicians) (Scheduled)	\$132.53	\$136.51	\$140.60
A4	Additional Time (per hour) (10+ Musicians) (Scheduled)	\$120.51	\$124.13	\$127.85
A5	Overtime (per hour) (Less than 10 Musicians)	\$198.79	\$204.75	\$210.90
A6	Overtime (per hour) (10+ Musicians)	\$180.77	\$186.19	\$191.78
A7	EMD Session per hour (Tracking)	\$484.10	\$498.62	\$513.58
A8	Real-Time EMD Programming Rate (per hour)	\$361.53	\$372.38	\$383.55

A9	90 Minute Session Rate	\$222.48	\$229.15	\$236.03
A10	One Hour Work Time Rate	\$74.16	\$76.38	\$78.68
A11	Short Interview Rate (not applicable to Documentaries)	\$221.45	\$228.09	\$234.94
A12	Long Interview Rate (not applicable to Documentaries)	\$296.64	\$305.54	\$314.71
A13	Theme Music Episodic Rate	\$36.05	\$37.13	\$38.25
A14	EMD Theme Music Episodic Rate	\$128.75	\$132.61	\$136.59
A15	Live Music 3 Hour Session Rate	\$442.90	\$456.19	\$469.87
A16	Live Music (Additional Time) (per Hour)	\$74.16	\$76.38	\$78.68
A17	Sideline Musician (8 Hour Call)	\$463.50	\$477.41	\$491.73

New Use Rates (Table B)

Rates		Year 1	Year 2	Year 3
B1	Excerpts/minute per applicable Artist	\$30.00	\$30.90	\$31.83

B2	Excerpts/additional 30 seconds per applicable Artist	\$15.00	\$15.45	\$15.91
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* Note: Distribution by the Federation between all Musicians on a pro-rata basis

Remote Rates (Table C)

Rates		Year 1	Year 2	Year 3
	Length of Musical Content Recorded			
C1	60 minutes or less	\$221.45	\$228.09	\$234.94
C2	Over 60 -120 minutes	\$296.64	\$305.54	\$314.71
C3	Over 120 -150 minutes	\$370.80	\$381.92	\$393.38
C4	Over 150 minutes	\$445.99	\$459.37	\$473.15

MINIMUM FEES FOR ARRANGING AND ORCHESTRATING (Table D)

Minimum fee: equivalent of two (2) minutes of music

Number of Musicians	Year 1 Rate Per Minute of Music	Year 2	Year 3
1-5	\$59.74	\$61.53	\$63.38
6-9	\$85.49	\$88.05	\$90.70

10-14	\$119.48	\$123.06	\$126.76
15-20	\$170.98	\$176.11	\$181.39
21-25	\$230.72	\$237.64	\$244.77
26-35	\$350.20	\$360.71	\$371.53
36-49	\$375.95	\$387.23	\$398.85
50+	\$405.82	\$417.99	\$430.53

Notes:

- a) Divisi for String ensemble counts for a maximum of two (2) Musicians.
- b) Piano, Harp, Celeste parts are equal to two (2) Musicians.
- c) Each vocal line is equal to one (1) Musician.

The above rates are applicable to all musical groups except when writing for-Strings, Brass or Woodwind ensembles, of up to twenty (20) Musicians: \$150 per minute.

APPENDIX A - VOLUNTARY RECOGNITION AGREEMENT
(see Article 1.4)

Prior to contracting Artists, a Producer who agrees to become party to the American Federation of Musicians/CMPA Independent Production Agreement (“IPA”) in respect of the recording of Musical Content for a Production shall sign the following Voluntary Recognition Agreement and forward it to the Federation. The executed Voluntary Recognition Agreement shall constitute a binding and irrevocable obligation by the Producer to the terms and conditions of this Agreement for the recording of such Musical Content for the Production in question.

This Voluntarily Recognition Agreement may be executed by Canadian English-language Productions for the recording of Musical Content in Canada but outside the Province of Quebec.

Unless otherwise noted, capitalized terms contained below shall have the meaning ascribed to them under the IPA to which this is appended and forms an integral part.

Voluntary Recognition Agreement

The Producer hereby acknowledges receipt of the IPA, effective from January 1, 2025 to December 31, 2027 negotiated between the CMPA and the Federation.

The Producer acknowledges that by executing this Voluntary Recognition Agreement, it is becoming signatory to said Agreement for the recording of Musical Content for the Production entitled, _____ (the "Production"), a _____ (insert type of production, e.g. Series, Mini-Series, Feature Film, New Media, etc.).

The Producer agrees to abide by and conform to all the terms and conditions contained herein for such recording for the Production.

The Producer recognizes that the Federation is the exclusive bargaining agent of Artists as defined in the IPA. The Producer further recognizes that the Negotiation Protocol set out in Appendix I of the IPA is hereby incorporated herein by reference, and, by signing this document and for purposes of the recording of Musical Content for the Production, the Producer appoints the CMPA as its sole and exclusive bargaining agent, authorized to bargain on its behalf, and agrees that it shall be bound by the terms and conditions of the Agreement, which is the result of collective bargaining between the CMPA, on the one hand, and the Federation, on the other hand, subject to ratification.

Check one of the following:

The Producer hereby certifies that it is a CMPA member in good standing, and that its CMPA membership number is: _____.

The Producer hereby certifies that it is not a CMPA member in good standing.

<p>Producer Name: _____</p> <p>Name & Title of Authorized Designee of Producer: _____</p> <p>Producer Mailing Address: _____ _____ _____</p> <p>Signature _____ Date _____</p> <p>Telephone _____</p> <p>Email: _____</p>	<p style="text-align: center;">For Completion by AFM/CFM Official</p> <p>AFM/CFM Acceptance by: _____</p> <p>Title: _____</p> <p>Signature _____ Date _____</p> <p>For information on filing contracts, fees, terms contact Local #: _____</p> <p>Name of Local Official _____</p> <p>Title _____</p> <p>Telephone _____ Email _____</p> <p>Copy to Local email; Date: _____</p>
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A copy of this Voluntary Recognition Agreement shall be forwarded to the CMPA.

APPENDIX B - Standard Contract Form
(See Article 4.11(a))
ARTIST CONTRACT FOR INDEPENDENT PRODUCTION

AFM Local # : _____ Contract # _____

Production Company: _____
(the "Producer")

with offices at: _____ Phone: _____

Represented by: _____ Title: _____
(Name)

For the Production entitled: _____

Contracts with _____ To provide the services of:

_____ (name or company, if applicable) (the "Artist")

Address: _____ Phone: _____

Email: _____

SIN: _____ GST# (if applicable) _____

CAVCO # (if applicable) _____ Persona ID #(if applicable) _____

For the following dates and hours of engagement: _____

Name & Address of place of engagement (if known): _____

The conditions of engagement including minimum fees, hours and other conditions applicable to this engagement shall be in accordance with the provisions contained in the Independent Production Agreement (the "IPA").

For all work that is not listed in Article 22.1(b)(i): Upon payment of the Artist's Base Fee, the Producer shall acquire in perpetuity all worldwide rights now or hereafter known in the Musical Content produced pursuant to the IPA.

For all work listed in Article 22.1(b)(i):

(i) When the Producer elects Option 2 (Article 22.2(b)), in accordance with Article 22.1 of the IPA, upon payment of the Artist's Base Fee and rights acquisition fee, the Producer shall acquire in perpetuity all worldwide rights now or hereafter known in the Musical Content produced pursuant to the IPA.

(ii) When the Producer elects Option 1 (Article 22.2(a)), in accordance with Article 22.1 of the IPA, upon payment of the Artist's Base Fee and applicable rights acquisition fee, the Producer shall acquire for the time-period corresponding with the Producer's election all worldwide rights now or hereafter known in the Musical Content produced pursuant to the IPA.

Type of
Engagement:

- Live Music (see Article 3.23)
- Overdubbing Session (see Articles 3.46, 18.6)
- Underscore (see Articles 3.50, 18.2)
- Remote (see Article 3.41, Article 20 – Remotes, Table C)
- Theme Music (see Articles 3.49, 18.4)
- Real-Time EMD (see Articles 3.16, 19.3)
- EMD Pre-Production Programming (Real-Time) (see Articles 3.16, 19.2)
- EMD Tracking (see Articles 3.16, 19.4)
- Sidelineing (see Articles 3.43, 14.2)
- Orchestrating and Arranging (see Articles 3.4, 3.31, Article 16 – Arranging and Orchestrating)
- Copying (see Article 3.11, Article 15 – Copying)
- Independent Sound Consultant (see Article 3.20 and Appendix F)
- Special Session Short Subjects (see Article 18.7)
- Interview: Short (see Article 14.1(a)) Long (see Article 14.1(b))
- Rehearsal (see Article 3.39): Non-Recorded (see Article 5.1) Recorded (see Article 5.2)
- Audition (see Articles 3.5, 5.3)

Fee:

There is a rider attached:

Yes

No

Please note such rider forms a part of this contract.

The parties to this contract warrant that they have familiarized themselves with the IPA and are bound by its terms.

Date:

Date:

Signature of Artist

On behalf of Producer

Name: _____

Name: _____



APPENDIX C - B7 Work Report Form

You must download form to enter data, print and save

American Federation of Musicians Independent Production Agreement (IPA) (B7 Report Form Canada)

AFM Local # _____

Contract # _____

Date _____

Title of Production _____

Recording Date _____

Recording Studio _____

City _____

Province _____

Postal Code _____

CAVCO Certification: Yes No

Assumption Agreement Filed:

Parties _____

Date _____

Type of Engagement (Check All That Apply)

Live Music

Underscore

Theme Music

Theme Music Episodic Rate

EMD Theme Music Episodic Rate

Real-Time EMD

EMD Pre-Production Programming (Real-Time)

EMD Tracking

Sidelining

Overdubbing Session

Remote

Additional Time

Work Time

Overtime

Orchestrating and Arranging

Copying

Special Session Short Subjects

Interview: Short Long

Rehearsal: Non-Recorded Recorded

Audition

Independent Sound Consultant

New Use (Excerpts)

Rights Acquisition

Option 1:

1 Year

2 Years (+15%)

3 Years (+30%)

4 Years (+45%)

5 Years (+55%)

Option 2:

10 Years (+55%)

Perpetuity (+65%)

Producer _____
 Producer Address _____
 Contact Info: Email _____ Phone _____
 Authorized Signature _____

Leader/Contractor _____
 Full Address _____
 Contact Info: Email _____ Phone _____
 Authorized Signature _____

Musician Name	Local #	AFM ID#, SIN or TMP	Hours Worked	Base Fee	Work Dues	MPF Canada

Total Pension Contributions (Sum of Column "MPF Canada") \$ _____ (payable to "Musicians' Pension Fund of Canada")

Local Officer Signature _____ Date _____

APPENDIX D - Budget Certification

_____ (the "Certifier") on behalf of:
_____ (insert name of producer)

_____ (the "Producer") of the production
currently
_____ (insert name of production company)

entitled _____ (the "Production") being produced by the
_____ (insert name of Production)

Producer hereby certifies that the attached budget top sheet dated ____/____/20____, initialed by the
____ (mm) (dd) (yy)
Certifier, having a total production cost (above and below-the-line) of \$ _____

is the true and actual locked budget for the Production.

(Signature of Certifier)

(Print Name/Title)

(Date)

[Note in accordance with paragraph (X) of the Memorandum of Agreement the inclusion of this Appendix E in the published Independent Production Agreement is conditional on the Screen Composer's Guild of Canada confirming in writing to the CMPA and the CFM that it consents to its inclusion]

APPENDIX E - Musicians' Pension Fund of Canada - Composer

The Producer shall contribute an amount of twelve-percent (12%) of Contracted Fees for all services, including prepayments pursuant to Article 22. 2, excerpt/New Use, and per episode theme payments, covered by this Agreement to the Musicians' Pension Fund of Canada (MPF Canada), created pursuant to Agreement and Declaration of Trust dated April 9, 1962. Such contributions shall be made payable to the Musicians' Pension Fund of Canada and forwarded to the Local of jurisdiction where the services covered took place accompanied by supporting documentation.

When a member of the AFM is engaged by the Producer to compose instrumental or vocal music, pension contributions shall be paid in the manner prescribed by Article 13 of the Agreement. The Parties agree that nothing in this Sideletter, nor the Agreement, prevents the Producer from engaging a non-AFM member to perform the duties of a composer, in which case this Sideletter shall not apply and no pension contributions shall be owing.

When an AFM member is engaged to compose instrumental or vocal music, the following formulae shall be used to calculate the notional rate on which the pension contribution pursuant to this sideletter is calculated:

1	Composing incidental music, for each different instrumental part computed from the total number of bars in the score per bar.	\$1.13

2	Minimum for each sixteen (16) bars or less	\$144.00
3	Vocal composition from two (2) to four (4) voices per bar.	\$4.50
4	Extra voice per bar	\$0.82

APPENDIX F - Engagement of Independent Sound Consultants

With respect to each member of the Federation engaged to work as an Independent Sound Consultant the Producer shall engage such member under the terms of this Agreement, three (3) hour minimum call, A3 rate.

Nothing in this Agreement shall prevent the Producer from engaging a non-member of the Federation to work as an Independent Sound Consultant and the terms of this Agreement shall not apply to the engagement of any such non-members.

APPENDIX G - Low-Budget Independent Production Incentive (Incentive)

1. Purpose

(a) The purpose of the Incentive is to encourage low-budget Canadian New Media projects engaging professional Artists represented by the Federation.

(b) To this end, Artists' minimum fees under the Independent Production Agreement ("the IPA") may be discounted in Incentive Qualified Productions in accordance with the Schedule of Discounts found below.

(c) Productions fulfilling the conditions below may be eligible to benefit from the provisions of this Incentive.

(d) This Incentive is not intended for and not available to foreign service production directly or indirectly through a Canadian line production company or another Canadian agent.

2. Filing Procedure

(a) Producers wishing to access the Incentive must first be signatory to the IPA.

(b) The Incentive only applies to provide the applicable discount to the minimum rates prescribed by the IPA. All other terms of the IPA shall apply to Productions accessing this Incentive.

(c) The Producer shall advise the Federation in writing that it is accessing the incentive at the time that the Producer becomes signatory to the IPA, or as soon as reasonably possible thereafter. To establish the Producer's qualification to access the Incentive for the Production, the Producer shall provide to the Federation a Budget Certification (Appendix D).

(d) Upon request, the Producer shall submit to the CFM a detailed report of expenditures showing the actual cost of the New Media Production. In the event that actual production costs exceed the budget threshold of the Low-Budget Independent Production Incentive, the production shall not be deemed eligible and shall become retroactively subject to the rates, terms, and conditions of the IPA.

3. Qualified Productions

(a) **New Projects Only** No Productions that have previously been in production under the IPA may access the terms contained herein.

(b) **Canadian Content** Productions must be able to qualify as Canadian content under the requirements of the Canadian Audio-Visual Certification Office (CAVCO) and/or the CRTC. The Federation will consider in good faith a request from an official treaty co-production as administered by Telefilm Canada to access the Incentive provided that the total production Budget meets the Incentive budgetary thresholds.

4. Discounts

New Media Productions A Producer of a qualified New Media Production shall be entitled to a discount of fifteen percent (15%) on the minimum rates prescribed by the IPA provided that the Budget which does not exceed:

- (i) \$15,000 per minute of Production material as exhibited;
- (ii) (ii) \$300,000 per Episode or exhibition part; and

(iii) (iii) \$500,000 per Production.

APPENDIX H - Assumption Agreement

CFM-CMPA IPA Negotiations – CFM Counter April 18, 2023



CANADIAN FEDERATION OF MUSICIANS
An Organization of the American Federation of Musicians of the United States and Canada

CFM National Office
 150 FERRAND DRIVE, SUITE 202
 TORONTO, ONTARIO M3C 3E5
 416) 391-5161 • 1-800-463-6333
 FAX (416) 391-5165

EXHIBIT C

TRI-PARTY ASSUMPTION AGREEMENT

(For use with Independent Productions licensed/sold by the Producer to a third party)

(Note: This Agreement to be in effect must be completed fully and executed by all three parties)

The undersigned **Transferee** of the Production(s) identified below, acknowledges to the **Transferor**, that such Production and the use thereof is/are subject to the terms and conditions of the Canadian Federation of Musicians' ("CFM" or "AFM") Independent Production Agreement (Canada) (*effective dates*), a copy of which said Transferee has read and with which the Transferee is acquainted. The Transferee hereby agrees expressly for the benefit of the CFM, and of the persons covered by the above-referenced Agreement with respect to such Productions, to abide by and perform the provisions of said Agreement and, without limitation of the foregoing, to make the payments for the use, re-use or new use of said Productions required thereby. It is expressly agreed that the CFM, on its own behalf, and on behalf of the persons covered by said Agreement, in addition to any other rights and remedies available to it in the event of breach of this Agreement by the Transferee, shall be entitled to seek injunctive relief for the enforcement of this Agreement.

Upon acceptance by the Transferee, the CFM hereby relieves the Producer of its obligations under the IPA with respect to the Production.

Please identify the Production(s) and respective AFM Contract number(s):

	AFM Contract # _____
	AFM Contract # _____
	AFM Contract # _____

Note: if necessary, continue this list on a separate page or on back of this page

Transferor (person/company making the transfer) agrees to be bound by the terms hereunder: Name of Signing Authority (print): _____ Authorized Signature: _____ Date: _____ Company Name: _____ Address: _____ Telephone: _____	→	Transferee (person/company transfer is made) agrees to be bound by the terms hereunder: Name of Signing Authority (print): _____ Authorized Signature: _____ Date: _____ Company Name: _____ Address: _____ Telephone: _____
--	---	---

CFM acknowledges and accepts the transfer of rights by its authorized representative Name (please print) _____ Signature _____	Note: This box is to be completed by CFM Copy forwarded to all parties named hereunder and to: Local _____, to the attention of _____ by _____ mm dd yy
--	--

The CFM/FEDERATION reserves the right to add to, modify, delete or amend any of these proposals until the parties declare a given proposal to be closed. While the CFM/FEDERATION has endeavoured to provide a correct and comprehensive list of the articles to which our proposals are subject, errors and omissions are excepted.

APPENDIX I - NEGOTIATION PROTOCOL

The American Federation of Musicians of the United States and Canada ("Federation") and the Canadian Media Producers Association ("CMPA"), collectively referred to as the "Parties" and individually referred to as a "Party", agree that adherence to this Protocol is fundamental to their relationship, especially during the process of bargaining the renewal of the Independent Production Agreement ("IPA"). The terms and conditions of this Protocol shall be in effect during the term of the IPA and shall govern the negotiations leading up to a "strike" or "lockout" position.

1. Agreement to Follow Terms of Protocol

The terms of this Negotiation Protocol shall govern the negotiations of the Parties to the IPA for the renewal of the IPA. To provide even greater clarity to this Section 1 and without limitation, neither the Federation nor the CMPA shall raise in any proceeding specifically between them, questions such as the following: (i) whether Artists are or are not independent contractors, dependent contractors or employees; (ii) whether or not Producers are employers; (iii) whether or not the IPA is a collective agreement as defined by labour relations legislation.

1.2 The Federation and the CMPA agree that maintaining the integrity of the IPA as a national Agreement (outside the Province of Quebec) is the shared goal of the Parties.

1.3 Neither the Federation nor the CMPA will seek to challenge the validity of the IPA or its underlying legal foundation or any terms of this Protocol on any basis, including, without limitation, the following:

- The Federation's status to represent Artists;
- The CMPA's status to represent Producers in Canada.

1.4 In accordance with the unique nature of their industry, the Federation and the CMPA agree that any dispute arising out of this Protocol shall be resolved only through the dispute resolution mechanisms contained in this Protocol. The Parties consider this to be a fundamental agreement and expressly commit not to seek to resolve such disputes through any court, statutory tribunal or conciliation process except as expressly set out herein.

2. Written Authorization to Bargain

2.1 The Federation recognizes the CMPA as the sole and exclusive bargaining agent for independent Producers who execute a Voluntary Recognition Agreement [APPENDIX A] appointing the CMPA as its exclusive bargaining Agent pursuant to Article [Article 1.02] at any time during the term of the IPA.

2.2 The CMPA recognizes the Federation as the sole and exclusive bargaining agent for all Artist members covered by the IPA.

2.3 Each Producer giving the CMPA authorization to bargain on its behalf shall, as a condition of giving such authorization, be bound by the decisions made by the CMPA on its behalf.

2.4 Once authorization is given, the Producer shall be precluded from negotiating separately with the Federation from entering into any agreement with the Federation different from the IPA negotiated by the CMPA and ratified by its members. Similarly, the Federation shall be precluded from entering into any negotiations or reaching any agreements with respect to any matters that are the subject of negotiations between the CMPA and the Federation with any Producer who has authorized the CMPA to act on its behalf.

2.5 Except by prior agreement with the CMPA, the Federation agrees that for the term of the IPA, and for the freeze period set out in Paragraph 5.1 herein, it shall not enter into any agreement with any Producer in independent production at rates or terms more favourable to the Producer than those set forth in the IPA. In the event that the Federation should enter into such agreement, then the Producer(s) signatory to this Negotiation Protocol shall, on the express written consent of the CMPA, have the option of replacing the rates or terms contained in the IPA with the rates and/or terms so agreed. It is understood and agreed that the Federation granting variances to Producers in accordance with Article 1.11 does not constitute a violation of this provision.

2.6 Within thirty (30) days of notice to bargain being given by either Party , the CMPA shall deliver to the Federation a list of all Producers on whose behalf it has been authorized to bargain and the Federation shall deliver to the CMPA a list of Producers that have executed this Protocol.

3.0 Negotiating Team

3.1 The Federation and the CMPA agree to recognize the negotiation team appointed by the other party as the sole bargaining agent for all members of the Federation and the Producers, respectively, who have authorized the Federation or the CMPA, as applicable, to act on their behalf in accordance with this Protocol.

4. Agreement to Bargain in Good Faith

4.1 Within forty-five (45) days of notice to bargain having been given the Parties agree to commence to bargaining in good faith, and to make every reasonable effort to enter into a successor IPA.

5. Freeze

5.1 The current IPA shall continue in full force and effect after its expiration until a successor IPA is ratified, or until the right to strike or to lock out has been exercised pursuant to this Protocol, and neither Party nor any Producer shall threaten to alter or alter any of the terms thereof.

6.0 Conciliation

6.1 Where either Party considers that best efforts to enter into a successor IPA have been made, either Party may request the assistance of a conciliation officer. Such a request shall be made by the Party giving written notice to the other Party of its desire to obtain the assistance of a conciliation officer. Such notice shall contain the names of three (3) persons whom the Party giving notice is prepared to accept as a conciliation officer. The proposed officers shall be neutral persons who have no direct interest in the subject matter of the negotiations, and who have not acted as employee, agent, or advisor for either of the Parties or for an interested Party in any previous proceedings between the Parties or their members.

6.2 The Party receiving such notice shall within ten (10) days reply in writing accepting the appointment of one (1) of the conciliation officers suggested by the other Party, or shall indicate that none of the suggested conciliation officers is acceptable. The Party responding may suggest alternative conciliation officers as part of their written response and the Party giving original notice of a request for conciliation shall either accept such alternative suggestion or, in the alternative, within ten (10) days of receipt of the notice request the federal Minister of Labour to appoint a conciliation officer. No Party shall raise any challenge to such a request of the Federal Minister of Labour. If, for any reason, the federal Minister of Labour fails or

refuses to make an appointment, any Party may request an Arbitrator to make the appointment using the process described in Section 8 herein .

- 6.3 Where a conciliation officer has been agreed to by the Parties or appointed by the federal Minister of Labour or an Arbitrator, such officer shall forthwith confer with the Parties and endeavour to assist them in entering into a new IPA.
- 6.4 The Parties agree to co-operate with such conciliation officer and to make every reasonable effort to enter into a new IPA. No Party shall challenge the jurisdiction or authority of a conciliation officer who has been agreed or appointed under Section 6.2, above.
- 6.5 After the Parties have met with such officer and made every reasonable effort to enter into a new IPA without success, either Party shall have the right to request a report from the conciliation officer be sent to both the CMPA and the Federation.
- 6.6 The Parties agree that the fees and expenses of such conciliation officer, if not paid by a third party (e.g. the government), shall be paid equally by the Federation and the CMPA.

7. No Strike or Lockout

- 7.1 The Parties agree that neither the Federation nor any agent of the Federation shall declare, authorize, encourage or call for a strike against any Producer on whose behalf the CMPA has been authorized to negotiate, until the term of the IPA has expired and until fifteen (15) days have elapsed from the date on which the conciliation officer sent the report to the Parties, as set out in Paragraph 6.5 above.
- 7.2 The Parties agree that neither the CMPA nor any agent of the CMPA nor any Producer on whose behalf the CMPA have been authorized to negotiate shall declare, authorize, encourage, call or cause a lockout, until the term of the IPA has expired and until fifteen (15) days have elapsed from the date on which the conciliation officer sent the report to the Parties, as set out in Paragraph 6.5.
- 7.3 The Parties agree that there shall be no strike against any Producer nor any lockout by any Producer on whose behalf the CMPA has been authorized to negotiate, unless there is a strike against all Producers or a lockout by all Producers on whose behalf the CMPA have been authorized to negotiate. In other words, a strike or lockout called under this Protocol

shall be a national strike or lockout affecting all jurisdictions covered under the IPA.

7.4 The Parties to the IPA, the individual members of the Federation, and all of the Producers who have authorized the CMPA to bargain on their behalf agree that the Federation shall be authorized and permitted to call a strike in compliance with the terms of this Protocol, notwithstanding the fact that the Federation may not have complied with the statutory provisions of any labour legislation in any of the provinces or territories of Canada, and further agree that the Federation and its members shall be entitled to legally strike in any such province or territory so long as the provisions of this Protocol have been adhered to. In other words, a strike called under this Protocol shall be a national strike affecting all jurisdictions covered under the IPA.

7.5 The Parties to this IPA, the individual members of the Federation, and all of the Producers who have authorized the CMPA to bargain on their behalf agree that the CMPA shall be authorized and permitted to declare a lockout in compliance with the terms of this Protocol, notwithstanding the fact that the CMPA and such Producers may not have complied with the statutory provisions of any labour legislation in any of the provinces or territories of Canada, and further agree that the CMPA and Producers who have authorized the CMPA to bargain on their behalf shall be entitled to legally declare such lockout in any such province or territory so long as the provisions of this Protocol have been adhered to. In other words, a lockout called under this Protocol shall be a national lockout affecting all jurisdictions covered under the IPA.

7.6 The Parties to this Negotiation Protocol agree that "strike" and "lockout" shall have the same meaning as those terms have under the *Canada Labour Code*. For further clarity, the Parties agree that a refusal by Artists, in concert, in combination, or in accordance with a common understanding, to enter into contractual relations with a Producer shall constitute a strike within the meaning of this Protocol.

8.0 Enforcement

8.1 The Parties agree that either Party shall have the right to enforce the provisions of this Appendix by reference to arbitration. The process for arbitration is as follows:

(a) The Parties agree CMPA confirms that Marilyn Nairn, John Stout and

Steve Raymond are deemed acceptable to the Parties.

(b) The Party requesting the arbitration shall provide a copy of the list of three arbitrators to the responding party, which are not necessarily from the above-referenced three (3), with one of the names struck out.

(c) The Responding Party shall have three (3) business days to strike a second name from the list after which time the remaining person shall be deemed to be appointed, subject only to their availability to meet the parties within fifteen (15) business days and their willingness to accept the appointment.

(d) If the Responding Party fails to strike a name from the list in the time provided herein, the Party requiring assistance of the Arbitrator shall have the right to appoint either remaining name.

(e) The alternative Arbitrator shall replace the three named arbitrators if any are either no longer practicing or willing to accept appointments under this Article 8.

(f) Nothing in this Article shall preclude the Parties from mutually agreeing to appoint an Arbitrator other than those listed in (a), above.

(g) If, for any reason, the Parties are unable to effect the appointment of an Arbitrator as provided herein, then either Party may make written application to the federal Minister of Labour or their designate, with copy to the other Party, to request an appointment within ten (10) business days of the date of such application. No party shall challenge the jurisdiction or authority of an Arbitrator who has been agreed or appointed under this provision.

8.2 The Parties further agree that a breach of the terms and conditions of this Negotiation Protocol shall be a breach of the duty to bargain in good faith and an arbitrator appointed as provided for herein shall be entitled to order what action either Party should take or refrain from taking in order to force compliance with this Appendix. The Parties further agree that such Arbitrator shall have the power and jurisdiction under this Protocol and otherwise to fashion a remedy appropriate in the circumstances.

8.3 Following the exhaustion of the conciliation process and the freeze under this Protocol, either Party may give written notice to the other Party to

terminate forthwith the IPA including all appendices and the IPA will thereby be terminated, except that alleged breaches of Articles 7.3 to 7.6 inclusive remain enforceable under Article 8.2. A legal proceeding under the IPA that is commenced prior to the expiry of the IPA will not be affected by the termination of the IPA.

APPENDIX J - Work Dues Checkoff and Work Dues Rate Chart

AFM Member Work Dues Check Off

I _____ hereby authorize the Producer identified below, who engaged me for musical services, to deduct from my compensation _____% of the total scale wages as reflected within the Independent Production Agreement governing musical services.

Furthermore, I authorize and direct said Producer to promptly remit all Work Dues deducted to the Canadian Federation of Musicians National Office or to the Federation Local Union Office having jurisdiction over the location of where the performance or recording took place.

AFM ID or SIN#: _____ EMAIL: _____

Member signature _____

Producer: _____

Production: _____

Date(s) of Engagement: _____

Canadian AFM Local Work Dues Rate Chart

**For a City/Jurisdiction not specified,
contact the Canadian Federation of
Musicians:**

Tel: (416) 391-5161 ext223
Email: afmcan@afm.org

	<p>GUILDE DES MUSIENS DU QUEBEC Local 406, AFM Louis Leclerc, Directeur des relations de travail 5445 Avenue De Gaspé Montréal, PQ H2T 3B2 Tel (514) 842-2866 ext 241 Fax (514) 842-0917 lleclerc@gmmq.com W.D. 4.5%</p>
<p>VANCOUVER MUSICIANS' ASSOCIATION Local 145, AFM Adrienne Wurtz, Office Manager/Secretary #100 - 925 West 8th Avenue Vancouver, BC V5Z 1E4 Tel (604) 737-1110 Fax (604) 734-3299 adrienne@vma145.ca W.D. 4.0%</p>	<p>TORONTO MUSICIANS' ASSOCIATION Local 149, AFM Dusty Kelly, Executive Director 2 Sousa Mendes Street Toronto, ON M6P 0A8 Tel (416) 421-1020 / Fax (416) 421-7011 dusty@tma149.ca W.D. 3.5%</p>
<p>MUSICIANS ASSOCIATION OF OTTAWA-GATINEAU Local 180, AFM Robin Moir, Secretary-Treasurer 280 Metcalfe Street, ste 301 Ottawa, ON K2J 3G5 Tel (613) 235-3253 / Fax (613) 235-3383 robinmoir@ma180.org W.D. 5.0%</p>	<p>MUSIC PROFESSIONALS OF MANITOBA Local 190, AFM Kelly Komadowski, Secretary-Treasurer #208-383 Provencher Blvd. Winnipeg, MB R2H 0G9 Tel (204) 943-4803 / Fax (204) 943-5029 info@musicprosmanitoba.ca W.D. 3.0%</p>
<p>CENTRAL ONTARIO MUSICIANS' ASSOCIATION Local 226, AFM Paul Mitchell, President 68 Kent Ave. Kitchener, ON N2G 3R1 Tel (519) 744-4891 226coma@gmail.com W.D. 2.0%</p>	<p>ISLAND MUSICIANS' ASSOCIATION Local 247, AFM Robert Fraser, Secretary-Treasurer 550 – 2950 Douglas St. Victoria, BC V8T 4N4 Tel (250) 385-3954 info@cfm247.ca W.D. 4.0%</p>

<p>SAULT STE. MARIE MUSICIANS' ASSOCIATION Local 276, AFM Paul Leclair, Secretary-Treasurer PO Box 641 Stn Main Sault Ste. Marie, ON P6A 5N2 Tel (705) 254-2210 dragonslayer52ca@yahoo.ca W.D. 2.5%</p>	<p>LONDON MUSICIANS' ASSOCIATION Local 279, AFM Doug Eyre, Secretary-Treasurer 107 Duchess Ave. London, ON, N6C 1N7 Tel (519) 685-2540 / Fax (519) 685-2690 londonmusicians279@gmail.com W.D. 2.5%</p>
<p>HAMILTON MUSICIANS' GUILD Local 293, AFM Larry Feudo, President 20 Hughson St. South, #811 Hamilton, ON L8N 2A1 Tel (905) 525-4040 / Fax (905) 525-4047 local293hmg@bellnet.ca W.D. 2.5%</p>	<p>NIAGARA REGION MUSICIANS ASSOCIATION Local 298, AFM Rick Richardson, Secretary-Treasurer 8234 Lamont Ave. Niagara Falls, ON L2G 6V8 Tel (289) 273-2136 local298nrma@gmail.com W.D. 2.5%</p>
<p>UPPER CANADA MUSICIANS' ASSOCIATION Local 384, AFM Al Torrance, President-Secretary P.O. Box 398 Brockville, ON K6V 5V6 Tel (613) 342-5181/ Fax (613) 342-7377 uppercanadamusicians@gmail.com W.D. 3.0%</p>	<p>STRAFFORD MUSICIANS' ASSOCIATION Local 418, AFM Jim McMillan, Secretary P.O. Box 742, St. Mary's, ON N4X 1B4 Tel (226) 661-1187 stratfordmusicians@gmail.com W.D. 3.5%</p>
<p>EDMONTON MUSICIANS' ASSOCIATION Local 390, AFM Edith Stacey, Secretary PO Box 344; Station Main Edmonton, AB T5J 2J6 Tel (780) 422-2449 info@afmedmonton.ca W.D. 3.0%</p>	<p>BRANTFORD MUSICIANS' ASSOCIATION Local 467, AFM Kathleen Moore, Secretary-Treasurer 101 Chatham Street Brantford, ON N3T 2P3 Tel (519) 752-7973 musicians@bellnet.ca W.D. 4.0%</p>

<p>REGINA MUSICIANS' ASSOCIATION Local 446, AFM Lorena Kelly, President 2835 - 13th Ave, Suite G Regina, SK S4T 1N6 Tel (306) 352-1337 (306) 359-6558 rma.446@sasktel.net W.D. 3.0%</p>	<p>CALGARY MUSICIANS' ASSOCIATION Local 547, AFM Tricia Edwards, Secretary-Treasurer #5-606 Meredith Rd NE Calgary, AB T2E 5A8 Tel & Fax (403) 264-6610 info@calgarymusicians.org W.D. 3.0%</p>
<p>UNION of PROFESSIONAL MUSICIANS – Eastern Ontario (Peterborough, Kingston) Local 518, AFM Sue Moore, Secretary-Treasurer 1326 Channelview Rd., Kingston, ON K7L 4V1 Tel (613) 542-3732 kingstonmusicians@gmail.com W.D. 5.0%</p>	<p>WINDSOR FEDERATION OF MUSICIANS Local 566, AFM Christopher Borshuk, President 2109 Ottawa St., Suite 214 Windsor, ON N8Y 1R8 Tel (519) 258-2288 Fax (519) 258-9041 borshuk@mdirect.net W.D. 2.0%</p>
<p>SASKATOON MUSICIANS' ASSOCIATION Local 553, AFM Warren Rutherford, Secretary 2710 Ferguson Ave. Saskatoon, SK S7J 1N9 Tel (306) 477-2506 afm553@sasktel.net W.D. 3.5%</p>	<p>THUNDER BAY MUSICIANS' ASSOCIATION Local 591, AFM Penny Clark 1111 E. Victoria Ave. Thunder Bay, ON P7C 1B7 Tel (807) 622-1062 / Fax (807) 622-3961 Email: Local591@tbaytel.net W.D. 2.0%</p>
<p>ATLANTIC FEDERATION OF MUSICIANS Local 571, AFM David Owen, President 16 Balcomes Dr. Halifax, NS B3N 1H9 Tel (902) 479-3200 / Fax (902) 479-1312 president@cfm571.ca W.D. 5.5%</p>	<p>NEW BRUNSWICK MUSICIANS' ASSOCIATION Local 815, AFM 89 Canterbury Street, Ste 400 Saint John, NB E2L 2C7 Tel: (506) 652-6620 Local815@afm.org W.D. 4.0%</p>

**NEWFOUNDLAND & LABRADOR
MUSICIANS' ASSOCIATION**

Local 820, AFM

Rosalind MacPhail, Executive Director

23 Victoria Street, Apt 1

St. John's, NL A1C 3V4

Tel (709) 722-8005

info@cfm820.ca

W.D. 5.5%

APPENDIX K - Temporary Membership Permit (TMP)

Permit # _____

AFM Local _____

THIS PERMIT ENTITLES:

Name: _____ Telephone: _____

Address: _____

SIN or AFM ID#: _____ HST#: _____

EMAIL: _____

PRODUCER NAME: _____

PRODUCTION TITLE: _____

RECORDING/SIDELINING DATE(S): _____

In conformity with the CFM/CPMA Independent Production Agreement, the undersigned acknowledges, authorizes and agrees as follows:

1. **Canadian Residents:** The **Producer will deduct from my compensation the sums of** seventy-five (**\$75.00**) **for each day** of recording/performance, **plus** ____% in **work dues** calculated on the total scale wages, as reflected within the Independent Production Agreement governing musical services. Furthermore, the Producer will promptly remit the all fees deducted to the Canadian Federation of Musicians National Office or to the Federation Local Union Office having jurisdiction over the location of where the performance or recording took place.
2. **Non-Residents:** The **Producer will deduct from my compensation the sums of** one-hundred-twenty-five dollars (**\$125**) **for each day** of recording/performance, **plus** ____% in **work dues** calculated on the total scale wages, as reflected within the Independent Production Agreement governing musical services. Furthermore, the Producer will promptly remit all fees deducted to the Canadian Federation of Musicians National Office or to the Federation Local Union Office having jurisdiction over the location of where the performance or recording took place.
3. The undersigned shall enjoy all the rights and privileges of AFM/CFM membership, pertaining only to the engagement specified herein. No other membership rights or obligations are expressed nor implied.
4. **The undersigned confirms they are not a member in good standing of any AFM Local at any time.**
5. The undersigned may reinstate their membership or become a regular member of the AFM at any time. At such time the **Temporary Membership Permit fee paid shall be applied to the cost of**

reinstatement or full membership, provided the undersigned reinstates/joins the AFM **within one (1) year** of the date of this Permit.

6. The undersigned agrees that pension contributions provided for under the IPA shall be contributed by the Signatory-Producer to the Musicians Pension Fund of Canada in the name of the undersigned, except if the musician-permittee has reached the age of 71, when at such time the monies will be paid directly to the musician.

Musician Name [print]

Name of Local or Federation Official [print]

Musician Signature

Signature of Local or AFM Official

Date

Date