

## Privileged/Confidential

### CMPA/CFM NEGOTIATION HIGHLIGHTS

*This document provides highlights of the CFM/CMPA Independent Production Agreement agreed to by the parties as a result of ongoing negotiations for a first agreement. Please note that this list is not exhaustive. For all agreed to items in the CFM IPA please review the parties' Memorandum of Agreement.*

#### Term, Rates and Fringes

- Three-year term from January 1, 2025 to December 31, 2027.
  - Notwithstanding January 1 effective date, the MOA provides for an implementation period during which the current version of the Canadian Content Production Rules (CCPR) will remain available for adherence by producers until February 15, 2025 to allow productions that have budgeted to proceed under the CCPR to do so.
- Single rate card applicable to all budgets, except for a low-budget independent production incentive that provides a 15% discount on the minimum rates.
- Attached at Appendix A are the agreed to wage rates during the term of the new Agreement.
- Generally, where there is a comparable rate in the current CCPR the year 1 rate is approximately a 4.5% increase.
- Increases of 3% effective on each of January 1, 2026, and January 1, 2027.
- Administration (Contract Service Fee) equal to 11% of the applicable rate for a single Musician to be paid to the CFM for each session. For clarity this is paid based on a single Musician regardless of how many Musicians participate in the session.
- 12% of scale fees (including Rights Acquisition Fees, when applicable) for Artists to be paid as a contribution to the CFM pension plan.
  - Conditional on the Screen Composers Guild of Canada confirming to both parties that it does not object, this contribution would also be applicable to composing services of CFM members based on a notional rate consistent with current practices under the CCPR and the CBC agreement.

### Use (Rights Acquisition), Excerpt and Theme Payments

- Rights Acquisition Fee payable on certain work (generally the recording of music and arranging/orchestrating). For all other work (including sidelining) the Producer acquires all worldwide rights in perpetuity upon the payment of minimum fees. Worldwide theatrical rights in perpetuity are also acquired upon payment of the minimum fees.
- When payable, the Rights Acquisition Fee options are:
  - Option 1: Acquire a set period of years from first use for payment of a percentage of Artists' Base Fees starting at 15% for 2 years' use up to 55% for 5 years' use.
  - Option 2: Acquire 10 years' use from first use for a payment of 55% of Artists' Base Fees with the further option to acquire all use in perpetuity for additional 10% of Artists' Base Fees
  - A Producer that initially elects Option 1 may switch to Option 2 at any time by paying the difference between the amount required by Option 2 and the amount already paid.
- Excerpt payments are prescribed aggregate payments payable to the CFM for distribution to Artists based on the length of the excerpt used (up to 3 minutes for musical content without the accompanying footage)
  - Excerpts may be used in thematically linked productions (e.g. different seasons of the same series) without payment.
  - Other exceptions from excerpt payments for promo, "behind the scenes" productions, awards shows and certain education uses.
- Musicians who record Theme Music are entitled to an episodic payment per episode the Theme is used in consistent with the current CCPR terms.

### Application of the Agreement and General Terms

- Voluntary recognition agreement system consistent with other CMPA negotiated agreements. VRA is explicit that it is specific to the identified production.
- Bargaining unit:
  - Musicians

- Sideline Musicians (Note that ACTRA has provided confirmation that this recognition is not contrary to our recognition of ACTRA's bargaining unit)
  - Arrangers/Orchestrators
  - Copyists
  - Librarians
- Agreement explicitly provides that there shall be no minimum staffing unless specifically stated otherwise
- Producer rights are not limited except as specifically modified by the agreement.
- For treaty co-productions and digital co-productions with treaty countries the terms of the agreement are modified pursuant to the terms of the relevant co-production
- Producers are not required to pay for work on a per-Episode basis as Series are defined as a single Production.
- Work time calculated in 15 minute increments.
- Requirement for Artists to provide residency documentation generally consistent with other CMPA agreements.
- Producer will make commercially reasonable efforts to include the CFM logo in the credit roll. There is no obligation to credit individual Artists.
- Force majeure language covering the usual force majeure events covered in CMPA agreements, but also explicitly providing that this includes labour disputes, strikes, and the failure or inability of a key Artist, key cast member or the director to undertake their duties.
- Automatic permits for non-CFM member Artists, subject to deduction of permit fees from permittees.
- When a Producer is filming Musicians at a performance for which the Musicians are engaged by a different entity under a CFM agreement (e.g. at the Toronto Symphony Orchestra) this shall be treated as a "Remote" and payments will be based on the length of the musical content recorded. The Producer may record two of the same performances for one fee.

### Work Terms for Musicians

- Most sessions are subject to a minimum 3-hour call
  - Shorter minimum calls are provided, for example, for sweetening/overdubbing
  - 30 minutes of finished product music may be recorded in a 3-hour call, with additional finish product permitted to be recorded on a pro-rated bases thereafter in 2.5 minutes of finished product per 15 minutes of work time increments.
- Two sessions may be booked in a day, provided that a rest period of at least 1 hour is provided in between sessions.
- The first additional hour after the minimum 3-hour call is paid at the pro-rated 3 hour rate.
  - If scheduled in advance, up to 3 hours may be added to the minimum call and paid at the pro-rated 3-hour rate.
- Unscheduled overtime in excess of a total 4-hour session shall be paid at 150% the pro-rated 3 hour rate.
- If a Producer requires an Artist to perform work between midnight and 8:00 AM or on a statutory holiday, such work shall be paid at 1.5x the applicable rate.
- A Leader (paid at 2x the applicable rate) is required for sessions of more than one Musician and a Contractor (paid at 2x the applicable rate) is required for all sessions of 10 or more Musicians. The Leader/Contractor may be the same person.
- Various step-ups provided for soloists, musicians playing certain instruments or certain positions.
- Step-up pyramiding is limited as follows:
 

*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.*
- Doubling payments applicable to Musicians playing multiple instruments in a single session (subject to certain exceptions). Doubles are paid at 30% of the applicable rate for the second instrument and 15% for additional instruments to a maximum of 75%.
- EMD Tracking paid at an hourly rate consistent with the CCPR.

### Work Terms for Sideline Musicians

- Defined as 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).
- 8-hour minimum call.
- Overtime payable beyond minimum call payable at 1.5x pro-rated rate up to 12 hours and 2x the pro-rated rate thereafter.
- If the Producer also records the audio from a Sideline performance for use in the Production, the Sideline Musician is entitled to a one-time 3 hour session payment regardless of the length of music recorded (i.e. the limitation on the length of finished product music that can be recorded in a 3 hour underscore session does not apply).

## Appendix A – Rates

### Rate Sheet (Table A)

Rates		Year 1	Year 2	Year 3
<b>A1</b>	3 Hour Session (Less than 10 Musicians)	\$397.58	\$409.51	\$421.79
<b>A2</b>	3 Hour Session (10+ Musicians)	\$361.53	\$372.38	\$383.55
<b>A3</b>	Additional Time (per hour) (Less than 10 Musicians) (Scheduled)	\$132.53	\$136.51	\$140.60
<b>A4</b>	Additional Time (per hour) (10+ Musicians) (Scheduled)	\$120.51	\$124.13	\$127.85
<b>A5</b>	Overtime (per hour) (Less than 10 Musicians)	\$198.79	\$204.75	\$210.90
<b>A6</b>	Overtime (per hour) (10+ Musicians)	\$180.77	\$186.19	\$191.78
<b>A7</b>	EMD Session per hour (Tracking)	\$484.10	\$498.62	\$513.58
<b>A8</b>	Real-Time EMD Programming Rate (per hour)	\$361.53	\$372.38	\$383.55
<b>A9</b>	90 Minute Session Rate	\$222.48	\$229.15	\$236.03

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

#### New Use Rates (Table B)

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

<b>B2</b>	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
	<b>Length of Musical Content Recorded</b>			
<b>C1</b>	60 minutes or less	\$221.45	\$228.09	\$234.94
<b>C2</b>	Over 60 -120 minutes	\$296.64	\$305.54	\$314.71
<b>C3</b>	Over 120 -150 minutes	\$370.80	\$381.92	\$393.38
<b>C4</b>	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.