

# GENERAL THEATRE AGREEMENT

Between:



And



**EFFECTIVE**

January 1, 2025 through December 31, 2028

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**RECOGNITION**

The DRAYTON THEATRES INC. operating as DRAYTON ENTERTAINMENT INC. (“The Theatre”) recognizes the AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA operating as CANADIAN FEDERATION OF MUSICIANS in CANADA (“AFM”) as the exclusive bargaining agent for all instrumental musicians, music directors/conductors, assistant conductors, associate conductors, arrangers, orchestrators, contractors, copyists, and librarians, (hereinafter called the “musicians”), engaged.

The Theatre in consultation with the Music Director will make best efforts to engage musicians who are members of the Local in which the production occurs. (Article 25 *Hiring Practices*)

## GENERAL PROVISIONS

### ARTICLES

#### 1 CONTRACT

##### 1.1 CONTRACT & BYLAWS

The Theatre shall sign and execute a Live Performance Contract for Canada (Form LPCC) with the Music Director/Conductor who shall be a member in good standing of the AFM. In so doing, the Theatre acknowledges that all the bylaws of the American Federation of Musicians of the United States and Canada and those of the Local(s) in whose jurisdiction the production is performed, insofar as they are not in conflict with any of the provisions of this Agreement or any applicable laws or statutes, are made part of the contractual agreement between the musicians and the Theatre. Copies of the AFM bylaws and the Local bylaws have been supplied to the Theatre. The Theatre shall file the appropriate copies of the contract with the AFM Local in the jurisdiction that the production takes place.

##### 1.2 DEDUCTION & REMITTANCE OF THE MUSICIAN'S WORK DUES

The Theatre shall deduct three per cent (3%) of the musician's basic fees, (including doubling and other performance premiums, but excluding negotiated over-scale amounts, cartage or transportation), from the musician's remuneration and remit this amount on or before seven (7) days following the final performance of each production to the AFM Local in the jurisdiction that the production takes place.

##### 1.3 MUSIC DIRECTOR/CONDUCTOR

The Music Director/Conductor shall be responsible for:

- a) the music at all levels including attendance at cast auditions, production meetings, and rehearsals,
- b) in consultation with the Theatre, engaging the required musicians and any substitute musicians as may be required by the terms of this Agreement and by the specific musical requirements of the orchestra score of the production to be presented at the Theatre,
- c) conducting the rehearsals and musical performances,
- d) acting as a liaison between the Theatre and the musicians,
- e) maintaining the musical standards during the run of the show
- f) notifying the AFM and the applicable Local(s) of any theatrical production for which they may be engaged as Music Director prior to commencing duties pertaining thereto,
- g) establishing, in consultation with the Theatre, the musicians' payroll,
- h) submitting the payroll obligations to the Theatre with details of doubling, overtime, substitute musicians, etc.,
- i) informing the musicians of the musician only rehearsal and performance schedule three weeks prior to first rehearsal,
- j) establishing seating,

- k) ensuring that the preliminary music parts are provided to each musician three weeks prior to the first rehearsal, thereby allowing for sufficient time for individual practice, (barring circumstances beyond control of the Theatre).

#### **1.4 MUSICIAN REQUIREMENTS**

Musicians agree to: supply their own instrument except in the case where the supply of an instrument has been negotiated; be prepared to perform as per the schedules provided by the Theatre and/or the Music Director; abide by all reasonable rules and regulations of the Theatre.

#### **1.5 REPRESENTATIVES OF THE AFM**

Representatives of the AFM and/or the Local shall have access to the place of performance and rehearsal for the purpose of conferring with the musicians provided twenty-four (24) hours' notice is given to the Theatre's representative.

#### **1.6 STEWARD**

A Steward shall be required when four (4) or more musicians, including the Music Director, are engaged on any production. The AFM Local of jurisdiction shall appoint the Steward from the contracted musicians. The Steward will be the liaison between the AFM and the Local, and will perform regular steward duties as required by the AFM including:

- a) monitoring safety and working conditions and reporting to the Stage Manager any obstacles and tripping hazards in performance area,
- b) compliance with this Agreement,
- c) receiving complaints and/or grievances from musicians,
- d) reporting any absences, illnesses, substitutes, etc.,
- e) informing the CFM and Local of jurisdiction of any grievances filed,
- f) enforcing adherence to the scheduled times of rehearsals, breaks, and performances, *and*
- g) conducting secret ballot votes as required.

The Theatre shall compensate the Steward at a rate of ten percent (10%) above the minimum basic fee.

## **2 PERFORMANCE/REHEARSAL WEEK**

- 2.1** A Performance/Rehearsal Week shall be Monday through Sunday with one (1) day off (Free Day) in each week as designated by the Theatre. Any performance/rehearsal week shall consist of not more than eight (8) performance/rehearsal services. Additional services shall require payment of the applicable additional performance rate or extra rehearsal service rate. Any change to the schedule consisting of performance days followed by a day off will be permitted with a minimum of ten (10) days written and posted notice, or with mutual agreement. The decision of the Theatre to not use the services of the musicians by scheduling fewer than eight (8) performance/rehearsal calls or canceling a scheduled performance/rehearsal, shall not affect the payment of the musicians' weekly fees.

- 2.2** The Theatre may engage the musicians for less than a full engagement week at the beginning or end of the engagement period on the following terms:
- a) Such period must be consecutive and may not exceed four (4) days.
  - b) Such period must immediately precede or follow a full engagement week with no hiatus in between.
  - c) Payment for each pro-rated day, including any free day, shall be one eighth (1/8<sup>th</sup>) of the musician's weekly fee for each performance/rehearsal service.
  - d) If the musician is engaged for more than four (4) services in a week the musician shall be paid their full weekly fee. (See Article 3.7c)).
  - e) The terms and conditions of this Agreement apply for any pro-rata rehearsal or performances including, but not limited to, payment for overtime, Free Day services and statutory holiday performances.
  - f) During the rehearsal week, all rehearsals scheduled on a Friday shall conclude by 3:00 PM. There shall be no rehearsals scheduled on a Saturday. One or both of these requirements may be waived by a unanimous vote of the Musicians.
- 2.3** In any event, musicians shall not work for more than nine (9) consecutive performance/rehearsal days.

### **3 PERFORMANCES**

- 3.1** A performance shall be no more than three (3) hours in duration including an intermission of not less than fifteen (15) minutes. The performance shall be deemed complete when the last note is played. For any performance in excess of three (3) hours, the overtime performance rate shall apply. See Article 3.4.
- 3.2** In the event of a production having a standard running time in excess of three (3) hours, the Theatre and the AFM in conjunction with the AFM Local(s) where the production is scheduled to take place, agree to discuss and develop a mutually satisfactory formula encompassing the musicians' standard weekly fee payable in such an event.
- 3.3** The "performance call time" for musicians shall be fifteen (15) minutes and thirty (30) minutes for the Music Director prior to the scheduled commencement of the performance. All musicians shall be in place a minimum of five (5) minutes prior to the downbeat.
- 3.4** Overtime on performances shall be computed in segments of fifteen (15) minutes at the overtime performance rate which is one sixty-fourth (1/64<sup>th</sup>) of the musicians' applicable weekly fee for each additional fifteen (15) minutes or part thereof.
- 3.5** Additional performance(s) over eight (8) performances in any one (1) week shall be paid at the additional performance rate (eighteen and three quarters percent (18.75%) of the musician's weekly fee rounded to the next dollar).
- 3.6** During the first (1<sup>st</sup>) week of a production in a venue, the Theatre may utilize up to twelve (12) services. Additional services over eight (8) shall be paid at the additional

performance/rehearsal rate of twelve and one-half percent (12.5%) of the musician's weekly fee rounded to the next dollar.

- 3.7** If in any week (Monday to Sunday) no Free Day is scheduled, the services(s) on the seventh (7<sup>th</sup>) day shall be paid at double the regular rate for that service. This provision also applies to any performance in excess of:
- a) Two (2) performances in one (1) day, or
  - b) Five (5) performances in any consecutive three (3) day period and all subsequent performances until there is a break of at least twenty-one (21) hours from the end of one (1) performance to the beginning of the next performance.
  - c) Any performance following nine (9) consecutive performance days until the musicians receive a Free Day.
- 3.8** Once in each production, the Theatre may schedule one (1) Free Day which need not occur within the engagement week to which it applies, provided that it is scheduled in the prior or subsequent week in addition to the regular Free Day in that week.

## **4 REHEARSALS**

- 4.1** Rehearsals calls are based on a three (3) hour call. A rehearsal call may be scheduled for more than three (3) hours provided the musicians are notified of the extended call not later than forty-eight (48) hours prior to the call. Overtime payments for rehearsal, (time in excess of the schedule call), shall be paid at the Overtime Rate.
- 4.2** Rehearsal calls scheduled in excess of three (3) hours shall be paid at one forty-eighth (1/48<sup>th</sup>) of the musician's applicable weekly fee for each additional half (1/2) hour or part thereof.
- 4.3** Rehearsal time in excess of the scheduled rehearsal call shall be subject to the payment of the Overtime Rehearsal Rate which is one sixty-fourth (1/64<sup>th</sup>) of the musician's applicable weekly fee for each additional fifteen (15) minutes or part thereof.
- 4.4** During all orchestra rehearsals where actors are not involved there shall be a break of not less than ten (10) minutes per hour. The rehearsal break shall not be taken in the first half (1/2) hour or the last half (1/2) hour of the scheduled rehearsal. No rehearsal shall continue for more than ninety (90) minutes without a break. For any infringement of these break provisions the musician shall be paid double time, (an additional one forty-eighth (1/48<sup>th</sup>) of the musician's applicable weekly fee), for each fifteen (15) minute segment or part thereof until the applicable break begins.
- 4.5** During all rehearsals with actors the length of breaks must total fifteen (15) minutes within each two (2) hours of rehearsal. For any infringement of these break provisions the musician shall be paid double time, (an additional one forty-eighth (1/48<sup>th</sup>) of the musician's applicable weekly fee), for each fifteen (15) minute segment or part thereof until the applicable break begins.

- 4.6** The musician shall be paid for any cancelled rehearsal with less than ten (10) days notice. The musician shall be paid for any rescheduled rehearsal which the musician is unable to attend because of a bona fide professional conflict.
- 4.7** Extra Rehearsals, (defined as rehearsal scheduled in excess of the eight (8) performance / rehearsal calls in a week), may be scheduled with a minimum two (2) hour call. The fee for Extra Rehearsals shall be paid at one forty-eighth (1/48<sup>th</sup>) of the musician's applicable weekly fee for each half (1/2) hour segment or part thereof. Extra Rehearsals require forty-eight (48) hours notice. Where less than forty-eight (48) hours notice is given, the musician(s) will make best efforts to be available for the rehearsal.
- 4.8** The two (2) hour minimum call for an Extra Rehearsal is waived in the circumstance where the Theatre elects to call a rehearsal which is contiguous to and immediately precedes a performance. The rehearsal shall commence one and one half (1 ½) hours prior to the scheduled start of the performance, and the duration of the rehearsal shall not exceed one (1) hour. This rehearsal shall require twenty-four (24) hours notice and be paid at one twenty-fourth (1/24<sup>th</sup>) of the musician's applicable weekly fee.

#### **4.9 EMERGENCY REHEARSALS**

Emergency Rehearsal is defined as a rehearsal necessitated by the inability of an Actor or Musician to perform "their full duties" due to sickness or injury or other cause when such an emergency was not known at to the Theatre more than twenty-four (24) hours prior to the rehearsal.

### **5 FEES**

#### **5.1 WEEKLY SCALE FEES (REHEARSAL & PERFORMANCE)**

| <b>Year</b> | <b>Music Director</b> | <b>Music Director Schoolhouse</b> | <b>Musician</b> | <b>Musician Schoolhouse</b> |
|-------------|-----------------------|-----------------------------------|-----------------|-----------------------------|
| <b>2025</b> | \$2,058.00            | \$1,464.75                        | \$1,128.75      | \$1,044.75                  |
| <b>2026</b> | \$2,119.74            | \$1,508.69                        | \$1,162.61      | \$1,076.09                  |
| <b>2027</b> | \$2,183.33            | \$1,553.95                        | \$1,197.49      | \$1,108.37                  |
| <b>2028</b> | \$2,227.00            | \$1,585.03                        | \$1,221.44      | \$1,130.54                  |

The Music Director's weekly fee includes rehearsal pianist duties not to exceed six (6) days per week, seven (7) hours per day; additional hours per hour or part thereof:

**2025** - \$39.38; **2026** - \$40.56; **2027** - \$41.77; **2028** - \$42.60

As of the day of the first public performance the Music Director's duties shall consist of not more than eight (8) performance/rehearsal services per week. Additional services shall require payment of the applicable additional performance rate or extra rehearsal service rate.

#### **5.2 MUSIC DIRECTION CREATIVE SUPERVISION**

Music Direction Creative Supervision Fee:

Minimum Fee (provided the Music Director is engaged for rehearsals and performances on the weekly fee):

**2025** - \$1,338.75; **2026** - \$1,378.92; **2027** - \$1,420.29; **2028** - \$1,448.70.

The Creative Supervision Fee includes but is not limited to:

- a) Attendance at auditions (including playing auditions if needed by Theatre)
- b) Prep work for the production prior to the beginning of rehearsals, including prep for orchestra and cast rehearsal and modifications to arrangements and orchestrations
- c) Assisting the Theatre in sourcing musicians for the production
- d) Consultation with the artistic/production team as required (artistic director, production director, choreographer, designers, production stage manager, etc.)
- e) One (1) rehearsal call of up to four (4) hours following the opening of the production

If the original Music Director/Conductor is engaged for a remount of a Drayton Entertainment Inc. production, they will receive twenty-five percent (25%) of the minimum Creative Supervision Fee if the production is mounted in the season immediately following the season it was originally produced. (See *clause 21.2*).

If the original Music Director/Conductor is engaged for the remount of a Drayton Entertainment production which takes place two (2) years or more past the original season it was produced, they will receive fifty percent (50%) of the minimum Creative Supervision Fee.

An AFM musician may be engaged on a daily basis at one sixth (1/6<sup>th</sup>) of the weekly Music Director Fee for music direction, supervision, or consultation for a non-musical; or for a musical provided a Music Director is also engaged for the entire rehearsal and performance period and the applicable Creative Supervision Fee is also paid.

Music Direction Creative Supervision Fee:

**2025** - \$5,512.50; **2026** - \$5,677.88; **2027** - \$5,848.22; **2028** - \$5,965.18.

\*\*When Music Director is not engaged for rehearsals and performance on the weekly Music Director's performance fee:

### 5.3 MINIMUM BASIC FEE

The minimum basic fee is the applicable scale fee payable to a musician plus any doubling or other specified premiums payable hereunder.

### 5.4 ADDITIONAL/OVERSCALE FEES

Any musician engaged by the Theatre may negotiate a fee in addition to those set forth herein. A musician may also negotiate a fee based upon the special demands of the individual orchestral part, which demands may have become apparent from examining the orchestral part by auditing an original cast recording or during actual rehearsals of the production. Notification of such request to negotiate shall be made in writing by the musician, and the Theatre shall enter into negotiation in good faith within two (2) weeks of receipt of such notice. The AFM Local may appoint a Local board member or a senior staff appointee to conduct such negotiations on behalf of the musician if requested to do so by

the musician. In this event, the musician shall promptly notify the Theatre in writing of such appointment. Any additional compensation agreed to as a result of such special negotiation shall be included in the LPCC (Article 1) and indicated as an over-scale fee.

## 5.5 REHEARSAL & AUDITION ACCOMPANIST FEES

In the circumstance where there is no Music Director engaged then the Music Director's fee weekly shall apply. Where a rehearsal accompanist is engaged in addition to the Music Director the applicable rates established in a) or b) as follows shall apply.

For all audition accompaniment the rates established in b) and c) as follows shall apply.

### a) Weekly Rate

(i) not to exceed six (6) days per week, seven (7) hours per day:

**2025** - \$1,176; **2026** - \$1,211.28; **2027** - \$1,247.62; **2028** - \$1,272.57

(ii) Additional hours, per hour or part thereof:

**2025** - \$40.69; **2026** - \$41.91; **2027** - \$43.18; **2028** - \$44.04

### b) Hourly Rate

(i) Per Hour or part thereof, minimum two (2) hour call:

**2025** - \$40.69; **2026** - \$41.91; **2027** - \$43.18; **2028** - \$44.04

### c) Audition accompaniment after the first twelve (12) hours in any week

(i) Per Hour or part thereof, minimum two (2) hour call:

**2025** - \$32.55; **2026** - \$33.53; **2027** - \$34.54; **2028** - \$35.23

## 5.6 BEREAVEMENT LEAVE

Musicians shall be entitled to take up to three (3) days of bereavement leave, without deductions or loss of pay to their weekly fee, to attend the funeral(s) of a member of the musician's immediate family (spouses and spousal equivalents, domestic partners, parents, children, siblings, in-laws, grandparents, and grandchildren).

## 6 MUSICIANS PENSION FUND OF CANADA

The Theatre shall make pension contributions over and above the basic fees (including doubling and other performance premiums but excluding negotiated over scale amounts) as set forth herein to the Musicians' Pension Fund of Canada. Pension payments shall be made on a weekly basis, (or as otherwise pre-arranged with the AFM), by separate cheque payable to the MUSICIANS PENSION FUND OF CANADA and sent in trust to the Local of jurisdiction. All pension contributions shall be remitted no later than January 31 for the preceding year.

Pension contributions made on behalf of a musician after the year in which the musician turns seventy-one (71) years of age shall be paid directly to the musician.

Pension contributions are based off the musician's basic fees as follows:

**2025:** 11.25%; **2026:** 11.50%; **2027:** 11.75%; **2028:** 12%.

## **7 SINGLE MUSICIAN**

When one (1) musician only is engaged, the musician shall be compensated at the applicable performance rate for Music Director/Conductor. For a dramatic production (non-musical) which requires musician(s) to perform incidental music, the musician(s) scale fees as per Article 5.1 shall apply.

## **8 CONCERTMASTER, FIRST (LEAD) TRUMPET, FIRST (LEAD) TROMBONE, FIRST FRENCH HORN, and HARP**

The Concertmaster, First (Lead) Trumpet, First (Lead) Trombone, First French Horn, and Harp shall each receive an additional minimum payment of twenty-five percent (25%) over and above the musician's applicable basic scale fee.

The designation of Concertmaster shall be required when four (4) or more strings (violin, viola, and cello) are required. The Concertmaster, who shall be the principal violinist, shall be responsible for the ultimate decisions regarding bowing.

The designation of First (Lead) Trumpet, First (Lead) Trombone, and First French Horn, (provided these chairs are engaged), shall be required when two (2) or more brass respectively (same instrument), are required by the musical score.

## **9 PRINCIPAL MUSICIAN**

The designation of Principal Musician shall be made by the Music Director/Conductor with the agreement of the Theatre. This shall be based upon the technical requirements and degree of difficulty requiring exceptional skills required by the musical score. Such designated musician(s) shall receive an additional minimum payment of twenty-five percent (25%) over and above the musician's basic scale fee as provided for in this Agreement.

## **10 TERM OF AGREEMENT**

This Agreement shall be effective January 1, 2025 through 11:59pm on December 31, 2028. It is understood and agreed between the parties that they shall meet prior to September 15, 2028 to discuss the contractual provisions for the succeeding Agreement.

## **11 TOURING**

All matters pertaining to touring shall be based on a separate letter of agreement between the AFM and the Theatre based on the fee schedule of this Agreement and the relevant clauses of Pamphlet B as they apply to the Theatre.

## **12 PERFORMING ONSTAGE/MOVEMENT FROM THE ORCHESTRA PIT OR BANDSTAND**

### **12.1 STARTING LOCATION**

The starting location of the orchestra shall normally be designated as the orchestra pit or bandstand. If the starting location is on stage the musician may be required to wear a costume without additional payment provided the musician's costume is furnished, maintained and cleaned by the Theatre. If it is necessary for a portion of the orchestra, or an

individual instrumentalist to move during the performance from the starting location to another designated playing area in the theatre, whether or not in costume, there shall be an additional amount payable to the affected musician(s) of not less than ten percent (10%) of the musician's minimum basic fee.

## **12.2 ON-STAGE DRAMATIC OR VOCAL PERFORMANCE**

If more than one (1) move is required, or if a costume change is required, and/or the musician is required to speak more than one (1) or two (2) words/sentences and/or give a vocal or dramatic performance, the musician shall receive an additional payment of not less than twenty-five percent (25%) of the musician's minimum basic fee. The Theatre shall have the option of requiring an additional fifteen (15) minutes call time for musicians rendering such additional on-stage non-instrumental services.

The premium due to the musician pertaining to this Article is the highest premium for which the musician qualifies. The premium is not cumulative. Any musician may negotiate a fee in addition to this minimum at the time of contracting or when the additional assignments are designated. *(See Article 5.4 ADDITIONAL/OVERSCALE FEES).*

## **13 DOUBLING**

### **13.1 PERMITTED DOUBLES**

The following doubling by a musician is permitted without any increase in payment over and above the musician's basic scale fee:

- a) Piano (acoustic) and Celeste (when the instruments are provided by the Theatre)
- b) A and Bb Clarinet
- c) Alto Saxophone and Tenor Saxophone
- d) Percussion. (See Appendix A).

**13.2** With the exception of the authorized doubles set out above, a musician playing any additional instrument, both during rehearsal and/or performance, shall be paid, in addition to the minimum musician's basic scale fee, an amount equal to:

- a) twenty-five percent (25%) of the minimum Musician's basic scale fee for the first double
- b) fifteen percent (15%) for the second double, and
- c) ten percent (10%) for each subsequent double

### **13.3 PERCUSSION (See also Appendix A)**

a) Instruments, which a percussionist may be required to play, are grouped into six (6) categories. Percussionists must each be engaged in only one (1) of the categories (the "basic category") The election of the basic category shall occur prior to the commencement of rehearsals and shall require the approval of the Music Director.

b) Any or all of the instruments within the basic category may be played and paid for at the rate of the Musician's basic scale fee applicable for the production. The assignment of each additional category shall constitute an additional instrument and shall be paid as per article 14.2.

c) Where a percussion instrument is required that is included in the grouping for more than one (1) of the six (6) categories, the Music Director/Conductor, in consultation with the percussionist, will choose which category will be used for the instrument played.

d) Instruments of an uncommon or unusual nature that are required in the score for a production and are not considered to be standard to any of the categories must be provided by the Theatre.

## **14 ELECTRONIC MUSIC DEVICES (EMD's)**

Electronic Music Devices (EMD's) are defined as analog, digital or hybrid electronic devices that produce or reproduce musical and non-musical sounds, including all synthesizers and digital sample devices, etc. whose sound is generated solely by electronic means.

14.1 A keyboard instrumentalist (excluding percussionists) playing a single keyboard plus any number of EMD's shall be paid an amount not less than the Musician's basic scale fee plus twenty-five percent (25%) and shall be permitted to operate any number of acoustical keyboard instruments and EMD's (including modules and other connecting devices) without the payment of any additional doubling premium.

14.2 A keyboardist or other instrumentalist engaged in synthesizer pre-production, i.e.: programming and arranging synthesized music for a theatrical production, in addition the applicable EMD performance fee, shall be paid a fee for such pre-production services, per hour, of not less than:

**2025** - \$26.25; **2026** - \$27.04; **2027** - \$27.84; **2028** - \$28.40

If the musician is responsible for maintaining and/or servicing this equipment for the run of the show, they shall be paid, per hour, an additional:

**2025** - \$26.25; **2026** - \$27.04; **2027** - \$27.84; **2028** - \$28.40

for such services as required by the Music Director and approved by the Theatre.

Notwithstanding the foregoing, a musician is not precluded from negotiating a higher fee than the minimum fee specified above for such pre-production services.

## **15 TRANSPOSITION**

When a musician is required to play an instrument with music properly written for another instrument, and transposition is necessary, the musician shall receive an additional payment of twenty-five percent (25%) over and above the minimum Musician's basic scale fee as provided herein.

## **16 SUBSTITUTE MUSICIANS**

16.1 A musician may provide a substitute with the consent of the Music Director/Conductor, whose approval shall not be unreasonably denied.

16.2 The musicians shall declare to the Music Director/Conductor the need for a substitute for three (3) or more consecutive services at time of offer.

16.3 Prior to the date on which contracted Musician wishes to absent themselves, the musician shall furnish the Music Director/Conductor, with the name(s) of the available substitute(s) for the musician's chair. The Music Director/Conductor shall determine whether a

substitute is acceptable. The approval of a substitute shall not be unreasonably denied. If the Music Director/Conductor finds a substitute unacceptable, the musician shall replace the substitute with an acceptable one.

- 16.4** The substitute shall make best efforts to adequately prepare the musical part prior to the substitute's first performance. The substitute shall be provided with properly marked study parts, and where possible a recording of a performance of the production.
- 16.5** Except for illness or other emergency, the right of musicians to absent themselves may be withheld during preview performances, opening, and the scheduling of substitutions during the first eleven (11) services shall be subject to the approval of the Music Director and the Theatre. A musician requesting leave from a performance shall make a written request to the Music Director/Conductor at least one (1) week in advance of the date of requested leave of absence including the name and AFM Local of the substitute musician and confirm that the substitute has agreed to perform.
- 16.6** The Music Director/Conductor may provide a substitute, which shall require the approval of the Theatre. This approval shall not be unreasonably denied.
- 16.7** Payment for the substitute musician shall be deducted from the Musician's fee on a pro-rata basis. The Music Director/Conductor shall provide the information concerning the substitute musician to the Theatre to facilitate payroll and pension allocation.

## **17 DRESS CODE**

At the Theatre's discretion as outlined by the Music Director/Conductor at the time of contracting the musician, the musicians' attire may range from casual black to standard blacks, with black shoes. Standard blacks are defined as: black or white long-sleeved shirts with collar, black pants, black or white tops with long sleeves and black slacks or black skirts (mid-to full length), or black dresses (mid-to full length).

## **18 COSTUMES**

If the musician is required to wear a costume, (specific clothing at the Theatre's discretion except as defined in Article 17 Dress Code), the Theatre shall furnish and pay for all necessary and appropriate clothing. If the musician agrees to provide their costume, or any part thereof, the terms of the rental and the replacement value (in the event of loss or damage) of the costume shall be stated in a rider. In no case shall the rental of such costume be less than thirty-two dollars (\$32) per week or part thereof.

The Theatre is responsible for the cleaning and regular maintenance of costumes worn by the musicians.

## **19 OCCUPATIONAL HEALTH AND SAFETY ACT**

The Theatre and musicians are reminded that any theatrical venue is deemed to be a workplace, and in consequence is subject to the provisions of the Occupational Health and Safety Act, R.S.O., and related Safety Guidelines for the Live Performance Industry in Ontario (published April 27, 2022, updated May 2, 2022). The Theatre shall ensure that a

copy of the O.H.S.A. Regulations and a copy of the Guidelines is posted on the notice board in all theatrical venues subject to this Agreement.

## **20 SCENT FREE WORKPLACE**

The Theatre and the musicians will make best efforts to maintain a scent free workplace environment for rehearsals and performances.

## **21 TRANSFER AND REMOUNT OF A PRODUCTION**

**21.1** A transfer of a production is defined as a production moving from one Drayton Entertainment Inc. venue to additional Drayton Entertainment Inc. venues within the same season (calendar year).

**21.2** A remount of a production is defined as a production originating at a Drayton Entertainment Inc. venue and remounted as a Drayton Entertainment Inc. venue within two (2) years of the closing of the original production.

**21.3** In the circumstance of a transfer of a production from a Drayton Entertainment Inc. venue to another Drayton Entertainment Inc. venue within the same season of the closing of the production, the musicians and the Music Director/Conductor who were contracted for the original production shall have first right of refusal for the transferred production. Where the Theatre elects not to offer a musician, or Music Director/Conductor first right of refusal for the transfer, the Theatre shall pay the musician and/or Music Director/Conductor one (1) week of their applicable performance/rehearsal fee.

Except where the Music Director has specifically negotiated otherwise, (*see clause 5.4*) the Theatre is exempt from the requirement to pay the Music Director the Music Creative Supervision Fee for the transfer of a production.

**21.4** In the circumstance of a remount of a production originating at a Drayton Entertainment Inc. venue and remounted at a Drayton Entertainment Inc. venue within two (2) years of the closing of the original production, the original Music Director/Conductor shall have first right of refusal for the remounted production. Where the Theatre elects not to offer the Music Director/Conductor first right of refusal for the remount, the Theatre shall pay the Music Director/Conductor, one (1) week of their applicable performance/rehearsal fee.

## **22 STATUTORY HOLIDAYS & ADDITIONAL HOLIDAYS**

For any performance or rehearsal scheduled on New Year's Eve (after 6:00 p.m.), Christmas Eve (performance after 6:00 p.m.), Christmas Day the musician shall be paid one hundred and fifty per cent (150%) of the musician's contracted rate for the service call.

## **23 CARTAGE**

**23.1** Subject to prior authorization, the Theatre shall pay for the reasonable cost of transporting any of the instruments listed in this Article, as are required for performance by the score of the production, to and from the rehearsal space and the performance space. Cartage shall include placing the instrument(s) in, and subsequent removal of same from the playing area of the venue. Cartage fees will be paid for the transportation of the following instruments:

- Percussion (including timpani, drum set, mallet instruments and any electronic music devices and related amplification equipment when required)
- Electric guitar and electric bass (including amplifiers and related electronic equipment)
- Keyboard instruments and related equipment not supplied by the Theatre
- Harp

**23.2** When required for special situations (i.e. rehearsals, studio recording sessions, promotions in another venue, etc.), the Theatre will pay for a common carrier or musician's cartage service to transport the instruments listed in Article 23.1 to and from the playing area of the venue. The use of such musician's cartage service must be authorized in advance by the Theatre.

## **24 HIRING PRACTICES**

The Theatre in consultation with the Music Director will make best efforts to engage musicians who are members of the Local in which the production occurs. Each musician engaged must be a member in good standing of the AFM.

The Theatre will also provide each Local with a list of the musical productions for each season no later than when the season is announced to the general public (including the dates of rehearsals, performances and the number of chairs budgeted if available) in an effort to encourage the submission of local musicians who may be suitable for those productions. The Theatre will also include the Music Director's name and contact information if that information has been finalized.

**24.1** The Theatre may include Student Musicians in one (1) production for a maximum of four (4) weeks, at one (1) venue, once per year providing AFM members in full engagement on the production outnumber the students by at least one (1).

## **25 NON-DISCRIMINATION**

The policy of engaging musicians hereunder, in accordance with the Ontario Human Rights Code, shall be without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability.

## **26 DISMISSAL**

Musicians engaged for a production shall have the run of the show and may not be dismissed except for just cause.

## **27 CLOSING OF A PRODUCTION & PERFORMANCE CANCELLATION / DELAYS**

**27.1** The closing of a production except as specifically written on the Form LPCC Contract shall require the Theatre to give the musicians and the AFM/Local of jurisdiction a two (2) week written and posted notice of closing. A two (2) week notice shall constitute the equivalent of sixteen (16) services.

- 27.2** The AFM agrees that when productions must close due to riots, epidemics, acts of God, compliance with any act regulation order or request of any governmental authority or agency, the musicians will receive the equivalent of eight (8) services in lieu of notice.
- 27.3** If the start of a performance is delayed or halted during due to a power outage caused by the Utility, the AFM agrees that a wait period of one (1) hour or less will be included in the three (3) hour performance service. The Theatre agrees that should the performance commence/resume after the one (1) hour waiting period, any overtime resulting from the extended delay will be compensated at the applicable overtime rate.
- 27.4** Musicians with prior obligations that commence immediately following the scheduled end of the performance shall not be penalized for attending to those obligations.

## **28 PLAYBILL LISTING**

- 28.1** The names of the regular contracted musicians and their respective instruments shall be included in the Playbill listing in a type no smaller that that afforded the cast and shall be placed immediately after the understudies' listing or immediately preceding the "Who's Who in the Cast". Where the biographies of the actors are printed in the program the Theatre will make best efforts to include biographies of the regular contracted musicians. The musician shall have right of approval over biographical material and photographs for use all programs and souvenir publications.
- 28.2** The AFM and the applicable AFM Local of the theatre venue shall receive appropriate recognition in the section of the program and souvenir publications where similar credits are listed for other performers' and technicians' associations, guilds or unions. The recognition should read, "The Musicians, Music Director/Conductor engaged for this production are members of the American Federation of Musicians of the United States and Canada and are performing in the jurisdiction of the (select appropriate Local – Central Ontario Musicians' Association, Local 226; London Musicians' Association, Local 279; Toronto Musicians' Association, Local 149).
- 28.3** Whenever anyone other than the author and/or composer and/or director and/or producer is listed in publicity material under the Theatre's control the Music Director/Conductor shall have right of approval over biographical material and photographs for use in all programs and souvenir publications.
- 28.4** Whenever anyone other than the author and/or composer and/or director and/or producer is listed in the billing page of the program or any souvenir publication the Music Director / Conductor shall be listed whenever possible. The size and position of the billing will be negotiated at the time of engagement.

## **29 RECORDED MUSIC**

- 29.1** Recordings, tapes or other mechanical devices may not be used to accompany or to provide background music to live stage performances except as may be authorized by the AFM. Recorded music of any type shall not be used as a substitute for orchestra rehearsals without specific approval in writing of the AFM.

**29.2** Recorded music may be used prior to curtain, during intermission or following the show provided that the Theatre agrees that ENTANDEM has the legal right to license the use of such recorded material and to collect fees therefore. The use of recorded material as aforesaid is not intended to preempt overture, entr'acte or play-out music that constitutes an integral part of the musical score.

### **30 PROHIBITION ON THE USE OF VIRTUAL ORCHESTRA**

The Theatre agrees not to use a virtual orchestra or any other mechanical, synthetic or technical manifestation of a virtual orchestra to reproduce or perform music, except with the specific written approval of the AFM.

### **31 RECORDING PROVISION**

**31.1** If the Theatre, alone or in association with any entity, produces for any purpose a film, video, commercial announcement or "The Making of..." video, film, or documentary, or a transcription of the "Drayton Entertainment Production" which is titled and/or characterized as the "Drayton Entertainment (or) Canadian Cast Recording", the Theatre shall guarantee the offer of employment for any such transcription to all contracted members of the orchestra contracted for the production. Such offer shall be made at least two (2) weeks prior to the actual recording date.

**31.2** The Theatre also agrees that the terms and conditions of the applicable AFM Electronic Recording agreements will apply to all aforementioned recordings and that the fees paid to the musicians will be no less than the minimums provided in those agreements. Where an electronic transcription is not covered by an AFM agreement, the Theatre agrees to negotiate with the AFM to establish the minimum fees and conditions on a case-by-case basis.

### **32 NEWS RELATED BROADCASTS**

Portions of a performance and/or rehearsal may be filmed or recorded for insertion in a news or magazine type program. No more than five (5) minutes of said performance or rehearsal shall be broadcast in any thirty (30) minute period. No other use shall be made of such recordings or visual images. If requested, the Theatre shall notify the AFM Local at least forty-eight (48) hours in advance of such recording or filming.

### **33 ARCHIVAL RECORDING**

A video or audio recording of a production may be made for archival purposes under the following conditions:

- a) The musicians shall be notified, by written notice, of the recording not later than twenty-four (24) hours prior to the recording. Upon request, the Theatre will provide a copy of the notification to the AFM local.
- b) The recording must not be edited, copied or distributed in any manner.
- c) The recording is to be used exclusively for archival, reference, and study purposes.
- d) The recording shall remain under the control of the Theatre and will not be sold, leased, licensed or lent out for any purpose.
- e) The recording may not be replayed in public or broadcast in any manner.
- f) The recording shall be labeled "For Archival and Study Purposes Only".

- g) Should the recording ever be utilized by any party for any purpose not explicitly set forth herein, the Theatre agrees to enter into and fulfill all conditions required by the appropriate AFM agreement, including, but not limited to the payment of the prevailing fees and allied benefits as required therein.

### **34 MUSIC PREPARATION**

Arrangements, orchestrations, and copying shall be contracted on LPCC contract forms. Minimum fees for copying are based upon the Music Preparation Guidelines, see Appendix D. All music preparation services are subject to Musicians' Pension Fund of Canada contributions (*see Article 6*).

### **35 CONCESSIONS TO THE AGREEMENT**

The terms and conditions specified herein shall be strictly enforced. Exceptions may be allowed where specific requests in writing have been made to and approved by the AFM in consultation with the applicable AFM Local. Any request of this nature will only be considered based on what is deemed to be exceptional circumstances.

### **36 DISPUTE RESOLUTION, GRIEVANCE AND ARBITRATION – See Appendix B.**

### **37 ACCOMMODATION IN THE THEATRE'S POINT OF ORIGIN**

#### **37.1 Theatre's Responsibility**

Upon request, the Theatre shall be responsible for assisting the musician in finding accommodation. The Theatre will furnish a list of available accommodation for the musician at the time of offering the musician the engagement.

#### **37.2 Accommodation Lists**

The Theatre shall make all reasonable efforts to keep the Accommodation Lists up to date. All accommodation listed shall be within reasonable distance of the venue and the Theatre will, to the best of its ability, ensure that such accommodations are clean and sanitary. In all cases a full description, price, and location of each accommodation will be given.

#### **37.3 Alternative Accommodation**

Should the musician make arrangements to occupy accommodation listed by the Theatre and should such accommodation prove not to be clean and sanitary, within a reasonable distance of the venue, and generally of the nature represented by the Theatre in the list provided to the musician, the Theatre shall assist the musician in finding suitable alternative accommodation. If the cost of the accommodation exceeds the price quoted in the listing provided to the musician, the Theatre shall be required to find suitable alternative accommodation, and until such time shall pay for any additional accommodation expenses incurred by the musician.

#### **37.4 Additional Fee**

A musician who transfers with a production from one venue to another venue shall be paid an additional fee per week as follows:

**2025** - \$80.00; **2026** - \$82.40; **2027** - \$84.87; **2028** - \$86.57

This transfer fee does not apply to remount productions.

### **38 TRANSPORTATION**

The Theatre shall, at its own expense, transport the musician from their place of residence to the Theatre and return transportation shall be Y-class air fare, or by train or coach if air travel to the Theatre's point of origin is not available, unless otherwise negotiated between the musician and the Theatre, prior to the signing of the contract.

The Theatre, at its own expense, agrees to cover the most economical return travel to and from the musician's permanent residence of record.

The use of the least expensive, yet reasonable form of transportation (especially as regards air travel) is the spirit and intention of this clause.

### **39 INSURANCE**

The musician agrees to supply and arrange transportation, maintenance and safety of their own musical instrument(s) and keep their instrument(s) in proper playing condition. Providing for the safekeeping and insurance of musical instruments or other paraphernalia is solely the responsibility of the musician. Instruments owned or rented by the Theatre, shall likewise be the responsibility of the Theatre (e.g. Timpani, some Percussion instruments, Piano, Celeste). The Theatre will provide a locked room for musicians to store any instruments or equipment that may need to remain at the performance/rehearsal location overnight between rehearsals or performances.

### **40 COMPANY POLICIES**

The musician agrees to adhere to reasonable Drayton Entertainment Inc. working policies that are not in contravention of this Agreement and are in accordance with the laws of Ontario and Canada, a copy of which will be posted in the musicians' place of work, made available online, and provided to the AFM upon request.

**EFFECTIVE DATE**

This Agreement shall be deemed to have come into effect on January 1, 2025 through December 31, 2028.

DRAYTON THEATRES INC.

*Alex Mustakas*  
Alex Mustakas, CEO

February 2, 2025  
Date

AMERICAN FEDERATION OF MUSICIANS  
OF THE UNITED STATES AND CANADA

*A. Elliott*  
Allistair Elliott, Vice President for Canada

FEB 3rd, 2025  
Date

CENTRAL ONTARIO MUSICIANS'  
ASSOCIATION, AFM LOCAL 226

*Paul Mitchell*  
Paul Mitchell, President

Feb 7, 2025  
Date

LONDON MUSICIANS' ASSOCIATION,  
AFM LOCAL 279

*Seth McNall*  
Authorized Signature

Seth McNall President  
Name and Title

Feb 6th 2025  
Date

TORONTO MUSICIANS' ASSOCIATION,  
AFM LOCAL 149

*Dusty Kelly*  
Dusty Kelly, Executive Director

Feb 3 - 2025  
Date

## APPENDIX A – PERCUSSION CATEGORIES

1. **Timpani**
2. **Mallet Instruments:** The percussionist may play three (3) of the following mallet instruments only. For each additional mallet instrument played a doubling fee will be paid in accordance with the additional fees set out in Article 5:
  - Xylophone
  - Vibraphone
  - Marimba
  - Chimes (Tubular Bells)
  - Orchestra Bells (Glockenspiel)
  - Crotales
  - Other chromatic or diatonic acoustic mallet keyboard instrument.
3. **Drum Set:** will consist of Bass Drum, Snare Drum, Tom Toms, Rote Toms, Hi Hat, Cow Bell, Triangle and Wood Block.
4. **Electronic Music Devices:** include any and all electronic mallet keyboard, pad and triggering devices used in conjunction with sound modules or sampling devices played by the percussionist.
5. **Traditional Percussion and Sound Effects:** will include non-pitched percussion instruments found in 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 Cymbal, Mark Tree, Bell Tree, Wood Block
6. **Latin Percussion:** The 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
  - Timbales (including cow bells and cymbals)
  - Shakers, Maracas, Casaba, Claves
  - Gongs and Tam Tams
  - Tambourine, Triangle, Finger Cymbals, Mark Tree, Bell Tree, Wood Block

## **APPENDIX B – DISPUTES, RESOLUTION OF (GRIEVANCE AND ARBITRATION)**

All disputes involving a claim of violation of this Agreement (hereinafter the “grievance”), including a claim by any musician that they have been disciplined or discharged without just cause, shall be resolved in the following manner:

- a) **STEP 1** – Such dispute or disagreement shall immediately be brought to the attention of the Company Manager and the Steward who shall forthwith report the matter to the Theatre and the AFM respectively. Upon receipt of this notice of a dispute or disagreement, the Theatre and the AFM shall discuss and attempt to resolve the matter. If the dispute or disagreement has not been satisfactorily resolved within forty-eight (48) hours after receipt of the notice of dispute/disagreement;
- b) **STEP 2** – The aggrieved musician or group of musicians shall file a written grievance with the Theatre. Alternatively, the musician or group of musicians may file such grievance commencing with STEP 3.

The AFM or the Theatre shall also have the right to file a grievance on their own behalf commencing with STEP 3.

- c) **STEP 3** – If the grievance is unresolved at STEP 2, or if the musician or group of musicians chooses to proceed directly to STEP 3, the grievance may be filed by the musician or group of musicians through the AFM with the Theatre. The Theatre may file a grievance with the AFM to the attention of the Vice-President for Canada.
- d) **STEP 4** – If the grievance remains unresolved ten (10) business days after the conclusion of STEP 3, either party may give written notice to the other that it wishes to submit the grievance to arbitration. Either party in its submission, may stipulate that the issue shall be dealt with by a three-person arbitration board, failing which a single Arbitrator shall act in the matter. If the parties are unable to agree upon the appointment of an Arbitrator within ten (10) days after the notice has been given, then a single Arbitrator shall be appointed by Arbitrators Clearing House at the request of either party. The arbitration shall be governed by the Ontario Labour Relations Act. The expenses of the Arbitrator shall be shared equally by both the AFM and the Theatre.

The arbitration award will be binding upon the parties to this Agreement and the individual musician(s) directly affected thereby. The decision of the majority is the decision of the Board of Arbitration. If there is no majority decision, the decision of the Chair (or single Arbitrator) shall govern.

The time limits provided under the Grievance Procedures herein may be extended by mutual agreement of the parties.

The Board of Arbitration is not authorized to make a decision inconsistent with the provisions of this Agreement, nor to alter, modify, amend, add or delete any part of this Agreement.

## **APPENDIX C – RIDER TO THE MUSICIAN CONTRACT**

### **MEMBER IN GOOD STANDING**

As per our agreement, the Musician confirms that they are a member in good standing of American Federation of Musicians of the United States and Canada. Any dues, initiation fees and other assessments to assure the Musician is in good standing are the responsibility of the Musician.

### **OFFICIAL CALLS**

The Musician recognizes that rehearsal and performance calls are an official call. Within the terms of the AFM-Drayton Entertainment Inc. agreement, the Musician must attend the call on time or be subject to disciplinary proceedings.

### **BACKSTAGE**

It is the policy of Drayton Entertainment Inc. that family members, friends, or other visitors are not permitted backstage after the half-hour call, nor are they permitted to wait in the green room or dressing rooms, or any area backstage during rehearsals or performances. This includes children, spouses, partners, siblings, relatives, parents, grandparents, etc.

### **FRONT OF HOUSE**

It is the policy of Drayton Entertainment Inc. that the Musician not enter the front of house area at any time after the half-hour call up until after the curtain call. This includes the musician not entering the front of house area during the intermission.

### **PETS**

It is the policy of Drayton Entertainment Inc. that family pets are not permitted on site at any venues operated by Drayton Entertainment Inc., during performances or rehearsals. If the Musician elects to travel with animals or pets, the Theatre is not responsible for making transportation arrangements for said pets nor the limited availability of accommodation for the Musician where animals or pets are allowed.

### **PARKING**

With the aging of our core demographic and mobility of some of our patrons, on-site parking will not be available to the Musician on any performance days at the following venues; Drayton Festival Theatre, Hamilton Family Theatre Cambridge, Schoolhouse Theatre.

### **PAYMENT**

The Musician acknowledges that Drayton Entertainment Inc. offers direct deposit for weekly payroll. The weekly contractual payment will be electronically deposited at 12:01 am on each Thursday during the term of the Musician's engagement contract. The Musician agrees to provide Drayton Entertainment Inc. with a void cheque of their bank account in addition to a payroll information sheet. All payroll information is to be returned with the signed Engagement Contract. This information is kept strictly confidential with our Director of Finance. The Musician has the option to choose to be paid by weekly company cheque if they wish.

### **HEALTH AND SAFETY COMPLIANCE**

All Musicians must adhere to the Theatre's health and safety policies, procedures, and safe work practices. The Musician will complete mandatory occupational health and safety awareness training and provide Drayton Entertainment Inc. with a copy of the training certificate prior to the first day of rehearsals. A free online training course is available through the Ontario Ministry of Labour website at: <http://www.labour.gov.on.ca/english/hs/training/index.php> or training may be completed from other sources.

### **COMPLIMENTARY TICKETS**

The Theatre agrees to provide the Musician with two (2) complimentary tickets to the production the Musician is engaged in at each venue operated by Drayton Entertainment Inc., subject to availability. Should the Musician request their two (2) Complimentary Tickets for an Opening Night, approval is at the discretion of the Facility Manager and subject to availability.

### **SOCIAL MEDIA, PHOTOGRAPHY**

The Musician shall familiarize themselves with, and adhere to, Drayton Entertainment Inc's Social Media Policy regarding the Musician's taking and posting of photography.

### **SIGNING OF CONTRACT**

The Musician is hereby informed that should their Engagement Contract not be executed and received by the Theatre within ten (10) business days of its receipt by the Musician, the Contract may be considered null and void.

### **NOTICE OF EARLY TERMINATION**

If withdrawing from the engagement, the Musician will notify the Theatre at least two (2) weeks prior to the first call with best efforts to provide notice of two (2) months or more.

**All other terms and conditions of the AFM-Drayton Entertainment Inc. Agreement apply.**

## APPENDIX D – MUSIC PREPRATION RATES

*(For work not covered under Creative Supervision Fee)*

### Arranging, Orchestrating, Copying, and Transcription

#### *Definitions*

**Orchestrating** is the function of “scoring” the various instrument(s) and/or voice(s) of a musical arrangement.

**Arranging** is the function of creating a musical arrangement, of an existing written composition for voice(s)/vocal ensemble and rehearsal musical accompaniment. The rehearsal musical accompaniment will generally consist of a fully or partially notated score with full harmonic elements scored for play in rehearsal by a single instrument (commonly but not restricted to piano).

**Copying** is the process of preparing (including but not limited to formatting, spacing, facilitated page-turns, multi-measure rests, etc.) a full orchestral score for use; and/or transferring/extracting separate parts from a full-score arrangement/orchestration for use.

**Transcription** is the process of transferring a vocal and piano into musical notation.

#### *Conditions*

1. All Musicians’ Pension Fund of Canada payments applicable to the scale Agreement shall be applied on behalf of the arranger(s), orchestrator(s) and copyist(s).
2. Copying shall be rendered under the supervision of the Musical Director.
3. The commission parts or arrangement shall be delivered in print ready PDF format (other formats may be agreed upon with the written consent of both parties).
4. As part of the rates below, arrangements and orchestrations created under this agreement may be used by the Theatre on any revival, tour, or remount of the production that is produced within in five (5) years. The Theatre does not have the right to allow for any uses outside of the Theatre produced live performance of the production without the arrangement of the separate agreement of the Arranger and/or Orchestrator.
5. Arrangements commissioned by the Theatre remain the property of the Arranger.

Orchestrations commissioned by the Theatre remain the property of the Orchestrator. Additional use in the future by the Theatre, beyond clause 4, must be licensed subject to a separate agreement unless otherwise negotiated.

6. The Orchestrator and/or Arranger may choose to use a substitute to perform a portion of their work and shall be personally responsible for the pay of their substitute. In this situation the Orchestrator and/or Arranger shall notify the Theatre of the work to be allocated to the substitute for purposes of pension and work dues.

## Music Prep Rates

The rates set forth below include bar numbering, clefs, key signatures, time signatures, etc.

### A. Per Bar Rates:

1. Fee for orchestrations, arrangements, and transcribing
  - a. Single stave (e.g., reeds, brass, single-line strings, single voice line with lyrics, etc):
    - i. \$0.50/bar
  - b. Double stave parts or more than one line on a single stave (e.g., piano, harp, synthesizer, group vocals, drums, guitar, multiple line strings, lead sheets):
    - i. double the above fee
  - c. Piano-vocal (piano part with vocal lines on top): \$2.60
2. Fee for copying, and transcribing
  - a. Single stave (e.g., reeds, brass, single-line strings, single voice line with lyrics, etc)
    - i. \$0.45/bar
    - ii. Double stave parts are double the above fee.

### B. Hourly Rates:

1. Copying-Editing, bowing, and transposing (for instances where the score already exists but requires updated during the rehearsal process): \$45.00
2. Copyist shall be guaranteed a minimum call of three (hours).

C. Pension and work dues deductions are applicable to all rates herein as per agreement.

## New Use

1. If orchestral parts of a production or any part thereof that were prepared by Copyists covered under this agreement are used by the Theatre and or the Composer or with their authorization in a category other than live theatrical performance, "New Use", the Copyists who prepared the parts shall be paid the minimum, applicable AFM scale (including any applicable supervision fee).
2. The Theatre shall immediately notify the AFM of any New Use.