

**Agreement between**

**CanadianStage**

**and**



**September 1, 2024 – August 31<sup>st</sup> 2027**

## **PREAMBLE**

The general purpose of this Agreement is to establish and maintain mutually satisfactory relations between the Canadian Stage and the Toronto Musicians' Association (the Parties). This Agreement provides for the process for the prompt and equitable disposition of grievances, and defines the agreed-upon working conditions, hours, and remuneration for all musicians who are subject to the provisions of this Agreement. The Parties agree their relationship shall be governed by this Agreement as well as the relationship covenant found in Appendix D.

## **RECOGNITION**

The Canadian Stage (the Producer) recognizes the Toronto Musicians' Association (TMA), Local 149 of the American Federation of Musicians of the United States and Canada (AFM), as the exclusive bargaining agent for all instrumental musicians, musical directors/conductors, assistant musical directors/conductors, associate conduction, assistant conductors, arrangers, orchestrators, contractors, copyists, and librarians, (hereinafter called the "Musicians"), engaged by the Producer for musical theatre productions. The parties agree that this Agreement does not extend to the Producer's non-musical productions. For musical theatre productions that include actors or other performers who play instruments, the eligibility of the application of this Agreement for 'onstage roles' shall be per the jurisdictional agreement between Canadian Actors' Equity Association and the Canadian Federation of Musicians.

## **TERM**

This Agreement shall be effective as of September 1, 2024, and shall remain in full force and effect up to and including August 31, 2027, or until a successor agreement has been ratified.

## **RESPONSIBILITY OF THE MUSICIAN**

### **Independent Contractor**

The musicians acknowledge that they are an independent contractor and are responsible for all federal and provincial taxes and other government requirements with respect to all fees payable to the musician under their TMA Live Performance Contract and all riders attached hereto.

## **NOTIFICATION**

The Producer shall notify TMA of all live performances, recordings, and broadcasts no later than ninety (90) days prior to the engagement of the Musical Director and Contractor (if applicable) and musicians.

When engaged for free public or private events with the purposes of fundraising for the Producer, TMA member musicians shall be contracted as per TMA Tariff of Fees.

The Producer shall provide thirty (30) days of notice to TMA of any education and outreach initiatives when

TMA member musicians are engaged, and they shall be contracted per TMA Tariff of Fees.

All other engagements of covered individuals must be completed under the terms of this agreement.

## CATEGORIES

**Scripted Concerts** shall be concerts where there is minimal scripting and staging between songs performed. Rehearsals and performances that include the full band shall be governed by the TMA Tariff of Fees, with the pension contribution set at twelve percent (12%) of the fees therein. For rehearsal and development without the full band present, the provision of this Agreement shall apply, including musical supervision, arranging, and other provisions.

For scripted concerts only, the five (5) consecutive weeks of music supervision may be divided into non-consecutive periods with the mutual agreement of the Music Director and the Producer and shall be paid for when the periods of work actually occur.

**New Work** shall be defined as:

- Any production or co-production which is being presented as a world premiere/rolling world premiere in which previous productions have had a potential weekly gross of no more than \$275,000

OR

- A non-world premiere production where the book writer, composer and/or lyricist is directly involved in the creating/rewriting of the work and the Producer is providing a non-consecutive workshop of at least two weeks.

A production cannot be classified as a New Work if it has a maximum potential weekly gross above \$275,000. If a production is classified as New Work and moves to a venue or ticketing model that increases the weekly gross above \$275,000 it shall be classified as Mainstage beginning the week with the forty-first (41<sup>st</sup>) performance.

**Mainstage** shall be the main theatrical productions of the Producer that do not fall into Scripted Concerts or New Work definitions.

When the Producer co-presents or co-produces a production that will be performed in a venue operated by the co-producer/presenter who has a pre-existing venue agreement with the TMA, the Producer shall notify the TMA and the parties shall meet to determine which agreement is applicable.

## GENERAL PROVISIONS

### 1. PRODUCTION CONTRACT

- 1.1** The Producer shall sign and execute a single TMA Live Performance Contract per production, with either the Contractor or the Musical Director/Conductor. In so doing, the Producer acknowledges that all the By-laws of the AFM, and all the By-laws of the TMA, insofar as they are not in conflict with any provisions of this Agreement or any applicable laws or statutes, are made part of the contractual agreement between the musicians and the Producer. The Producer shall be responsible for establishing, maintaining, and disbursing the musicians' payroll no less frequently than bi-weekly.

**1.2**     **CONTRACTOR**

A Contractor shall be required for all productions where nine (9) or more musicians are to be engaged. When a local Contractor is engaged, they shall be responsible for engaging the musicians in consultation with the Musical Director and the Producer as may be required by the specific musical requirements of the orchestral score.

**1.3**     **WORKDUES**

The Producer shall deduct three percent (3%) of the musician's scale fees (including doubling and other performance premiums, but excluding negotiated overscale amounts, cartage or transportation), from the musician's remuneration and remit this amount monthly along with a report of which musicians performed all covered work for the Production and the scale fees paid. The TMA reserves the right to amend the work dues percentage herein with a minimum of sixty (60) days-notice given to the Producer.

**1.4**     **OFFERS**

In order to check musicians' availability, or to reserve their time for a production, written offers, including offers by email, shall be provided to musicians no later than ninety (90) days prior to the first rehearsal for a production and shall include all proposed fees, dates and hours of engagement. Offers shall not be rescinded unless the musician does not reply within five (5) business days of the offer or if an agreement cannot be met after three (3) rounds of negotiations.

**2.**     **PERFORMANCE WEEK**

**2.1**     A Performance Week shall be Monday through Sunday with one day off (Free Day) in each week as designated by the Producer. A Performance Week shall consist of not more than eight (8) performances. For any week with an excess of eight (8) performances, the Additional Performance rate shall apply. Any change to the schedule consisting of performance days followed by a day off will be permitted with a minimum of twenty-one (21) days written and posted notice. The decision of the Producer to not use the services of the musicians by scheduling fewer than eight (8) performances or cancelling a normally scheduled performance(s), shall not affect the payment of the musicians' weekly performance fees.

**3.**     **PERFORMANCE**

**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.

**3.2**     The "call time" for musicians shall be fifteen (15) minutes prior to the scheduled commencement of the performance. All musicians shall be in place a minimum of five (5) minutes prior to the downbeat.

**3.3**     Overtime on performances shall be computed in segments of fifteen (15) minutes at the Overtime Performance rate.

**3.4**     Additional performance(s) over eight (8) in any one (1) week shall be paid at the Additional Performance rate.

**3.5**     The Producer may pro-rate the musicians' weekly performance fee at the beginning and/or end of the run of a production based on the following terms and conditions, provided there are at least eight (8)

performances. The week of the first public performance, the Producer may pro-rate at one eighth (1/8) of the Weekly Performance Fee for each dress rehearsal and/or performance. At the end of the run of the production, (provided the musicians have received a minimum notice of two (2) full weeks of the closing of the production as required by Article 28), the Producer may pro-rate at the rate of one eighth (1/8) of the musician's weekly performance fee for each performance and consecutive non-performance day. The terms and conditions of the Agreement apply for any pro-rata performances including, but not limited to payment for overtime, Free Day service and statutory holiday performances. If the musicians are engaged for five (5) or more days of the performance week at the end of the run, the weekly performance fee shall apply.

**3.6** If in any week (Monday to Sunday) no Free Day is scheduled from rehearsals or performances, the service(s) on the seventh day shall be paid at double the regular rate for that service. This double rate provision also applies to any performance in excess of:

- a) Two (2) performances in one day.
- 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 performance to the beginning of the next performance.
- c) Any performance following nine (9) consecutive performance days until the musicians receive a Free Day.
- d) When a Music Director/Conductor is required by the Producer to rehearse with the orchestra during the rehearsal period and they have not been granted a Free Day, the orchestral hourly fee for the call in question shall be paid at the Orchestra Overtime Rehearsal rate.

#### **4. REHEARSALS**

**4.1** Rehearsals shall require a two (2) hour minimum call.

**4.2** During all rehearsals there shall be a break of not less than five (5) minutes per hour. No rehearsal shall continue for more than two (2) hours without a break.

**4.3** The musician shall be paid for any cancelled rehearsal. The musician shall be paid for any rescheduled rehearsal which the musician is unable to attend because of a bona fide conflict.

**4.4** Any rehearsal during the run of a production for cast replacements, understudy rehearsals, or any other reason shall require forty-eight (48) hours-notice and shall be paid at the applicable hourly rehearsal rate. Where less than forty-eight (48) hours-notice is given the musician(s) will make best efforts to be available for the rehearsal.

**4.5** The two (2) hour minimum call is waived in the circumstance where the Producer elects to call a rehearsal which is contiguous to and immediately precedes a performance. The rehearsal shall commence one and one half (1.5) hours prior to the scheduled start of the performance, and the duration of the rehearsal shall not exceed one (1) hour. This rehearsal shall be at the applicable pro-rata rate of one (1) hour and shall require notice as provided in Article 4.4.

**4.6** Any rehearsal that is continued beyond the scheduled or contracted time, (rehearsal overtime), shall

be paid at the overtime rate of one hundred and fifty percent (150%) of the pro-rata rehearsal rate per fifteen (15) minute segment or part thereof.

**5. FEES**

**5.1** *SCHEDULE OF FEES*

The fees stipulated herein are grouped under established categories. The applicable fees for a particular production will be those set forth under the Schedule of Fees for the established category for the production as determined by the weekly potential gross box office. These fees are the basic minimum fees.

**5.2** *MINIMUM BASIC FEE*

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

**5.3** *ADDITIONAL OVERSCALE*

Any musician engaged by the Producer may negotiate a higher rate of remuneration in addition to those set forth herein. A musician may negotiate additional fees 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 Producer shall enter into negotiation in good faith within two weeks of receipt of such notice. A TMA representative may conduct such negotiations on behalf of the musicians if requested by the musician. In this event, the musician shall promptly notice the Producer in writing of such appointment. Any additional compensation agreed to as a result of such special negotiation shall be included in the engagement contract (Article 1) and indicated as over-scale fee.

**5.4** *SCALE FEE INCREASES*

The minimum fees set out under this agreement will be increased effective the first Monday in September as per the Schedule of Fees.

**6. MUSICIANS PENSION FUND OF CANADA**

**6.1** The Producer shall make pension contribution payments of twelve percent (12%) of the musicians' basic fees 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. The Producer shall remit, monthly, the pension contributions directly to the TMA at the same time as the work dues remittances, with applicable documentation. All pension contributions shall be remitted no later than January 31 for the preceding year.

**7. SINGLE MUSICIAN**

**7.1** In all categories when one musician only is engaged, they shall be compensated at the applicable performance rate for Musical Director.

**8. MUSICAL DIRECTOR SCOPE OF DUTIES**

**8.1 MUSICAL DIRECTOR**

The Musical Director shall be responsible for the music at all levels including attendance at cast auditions, production meetings and rehearsals, conducting the rehearsals and music performances, rehearsal piano duties, and maintenance of the musical standards during the run of the show. The Musical Director approves the engagement of the required musicians and acts as a liaison between management and the musicians.

## **8.2 CREATIVE FEE GUARANTEE**

- a) The CREATIVE FEE GUARANTEE shall include all regular Musical Director duties, except for conducting. These duties include all rehearsal piano duties scheduled within the five (5) weeks of cast rehearsals until opening night. Any music preparation will be contracted via the schedule of fees in Appendix E. Additional full cast rehearsal outside of the five (5) weeks of full cast rehearsal will be compensated at the hourly rate listed in schedule of fees in Appendix E.
- b) In addition to the payments above, when the Musical Director is engaged to function as Conductor, commencing from the first orchestra rehearsal, the fees stipulated for Musical Director (under Performance and Rehearsal) shall apply for all orchestral rehearsals and performance calls.

**8.3** When the Musical Director is engaged to function as Conductor, commencing from the first orchestra rehearsal, the fees stipulated for Musical Director (under Performance and Rehearsal) shall apply.

## **9 ASSOCIATE/ASSISTANT MUSIC DIRECTOR/CONDUCTOR (playing)**

**9.1** The Associate or Assistant Music Director/Conductor, whilst performing on the instrument(s) for which they have been engaged shall be paid in accordance with the fees provided for a musician in this Agreement. At the request of the Musical Director or the Producer, the Associate or Assistant Conductor/Musical Director (one individual only) may be designated to assume certain musical direction responsibilities. Upon such designation, the musician shall receive a premium of twenty percent (20%) of a musician's minimum basic fee in addition to the musician's fee as stipulated in this Agreement.

**9.2** When the Associate or Assistant Conductor is required to conduct a performance or rehearsal, they shall be paid not less than pro-rata of the Musical Director/Conductor's minimum scale fee provided for in the appropriate category.

## **10 ASSOCIATE/ASSISTANT MUSICAL DIRECTOR (non-playing)**

**10.1** The Producer may engage a non-playing Associate/Assistant Musical Director and they shall be compensated at the applicable weekly side musician's rate outlined in the fee charts.

**10.2** The Associate/Assistant Musical Director may be assigned duties under the supervision of the Musical Director, which could include a range of duties including but not limited to assisting with the musical direction of the production, tracking changes and adjustments to the score during rehearsals, rehearsal piano, attendance at auditions, production, and creation meetings.

## **11 CONTRACTOR**

- 11.1** A Contractor shall be required for all productions where nine (9) or more musicians are to be engaged, except for New Work where no Contractor is required. The Producer shall select and engage a Local Contracting Leader, (hereinafter called the Contractor), who shall be responsible for engaging the musicians, in consultation with the Music Director/Conductor, as may be required by the terms of this Agreement and by the specific musical requirements of the orchestra score(s) of the production(s) to be presented at the producer(s).
- 11.2** For all orchestra rehearsals and performances the Contractor shall be paid a fee of not less than one hundred and fifty percent (150%) of the musician's minimum basic scale fee. This Contractor Fee shall be in addition to any performing compensation.

## **12 CONCERT MASTER, FIRST (LEAD) TRUMPET, FIRST HORN, HARP, PRINCIPAL MUSICIAN**

These provisions apply when nine (9) or more musicians are engaged as per Article 13.2.

- 12.1** The Concert Master, First (Lead) Trumpet, First Horn, Harp and Principal Musician(s) shall each receive an additional twenty-five percent (25%) of the musician's minimum basic fee over and above the musician's applicable basic scale fee.
- 12.2** The designation of Concert Master shall be required when four (4) or more strings are required. The designation of First (Lead) Trumpet and First Horn is required when four (4) or more brass musicians are required by the musical score, (when a trumpet and/or horn is engaged). The Concert Master, shall be the principal violinist and responsible for the ultimate decisions regarding bowing. Concert Master, First (Lead) Trumpet, and First Horn shall be appointed from the roster of TMA members engaged for a production.
- 12.3** The designation of Principal Musician(s) shall be made by the Contractor in consultation with the Musical Director and Producer in the event that the musical score requires:
- *significant solo or exposed playing*
  - *exceptional skills*
  - *the musical leadership of the orchestra or a section of the orchestra*
  - *the technical requirements and degree of difficulty requiring exceptional skills required by the musical score*

A Principal Musician shall receive an additional minimum payment of twenty-five (25%) over and above the musician's minimum basic fee as provided for in this agreement.

- 12.4** A Harpist, when engaged irrespective of the requirement for nine (9) musicians, shall receive an additional payment of twenty-five percent (25%) over and above the musician's minimum basic fee, as provided for in this agreement. Cartage fees, as provided for in Article 23.1, shall be paid on a once in, once out basis.

## **13 STEWARD**

- 13.1** On all engagements with two (2) or more musicians, except for New Work where a Steward is not required, there shall be a Steward who will be appointed from the contracted musicians by the TMA. The Steward shall report on all substitute musicians utilized for all engagements and render other such duties as are specified by the TMA. The Steward shall be paid an additional ten percent (10%) of the musician's minimum basic fee.

## **14 PERFORMING ONSTAGE / OUTSIDE THE PIT**

**14.1** *STARTING LOCATION.*

The starting location of the orchestra shall normally be designated as the orchestra pit or a single position on stage or in the house. 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.

**14.2** *ON-STAGE DRAMATIC OR VOCAL PERFORMANCE.*

Any musician performing onstage with the speaking of one or two words/sentences, shall receive an additional performance fee of not less than ten percent (10%) of the musician's minimum basic fee.

Costume fittings or other preparations involving the look of the performer, strictly at the request of the Producer, where the performer is required outside of a performance or rehearsal call, those times shall be paid for at the regular Orchestral Rehearsal rate.

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

When a musician does not qualify for the makeup / on stage premium in this article, but the Producer requires that specific articles of clothing supplied by the Producer are worn by the musicians during the course of a performance in order to blend into a scene, the musician's additional performance fee shall be not less than ten percent (10%) of the musician's minimum basic fee. These costumes shall not include standard orchestral wear owned by the musician.

**15** **DOUBLING**

**15.1** *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 Producer)
- b) A and Bb Clarinet
- c) Alto Saxophone and Tenor Saxophone
- d) Percussion. (See Appendix A).

**15.2** 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 twenty five percent (25%) of the minimum musician's basic scale fee for the first double, fifteen percent (15%) for the second double, and fifteen percent (15%) for each subsequent double. For New Work these amounts shall be twenty percent (20%) of the minimum musician's basic scale fee for the first double, ten percent (10%) for the second double, and ten percent (10%) for each subsequent double.

**15.3** *PERCUSSION (See 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 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 Musical Director/Conductor and the Contractor (if applicable).

- b) Any or all of the instruments within the basic category may be played and paid for at the rate of the minimum 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 16.2.
- c) Where a percussion instrument is required that is included in the grouping for more than one of the six (6) categories, the Musical 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 Producer.

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

**16.1** 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 sampling devices, etc. whose sound is generated solely by electronic means.

- a) For all engagements when four (4) or more musicians are engaged, a musician, other than a percussionist (see 17.1 c), playing a single acoustic instrument, or a single EMD with a single patch, or a single electric musical instrument, plus any number of additional EMD's/patches shall be paid an amount not less than the minimum musician's basic scale fee plus twenty-five percent (25%), and shall be permitted to operate any number of EMD's/patches (including modules and other connecting devices) without the payment of any additional doubling premium for those EMD's. Furthermore, on all engagements, there will be no additional fee when there is one EMD played with a single patch.

For all engagements where three (3) or fewer musicians are engaged, any musician performing on an EMD shall receive standard doubling for each EMD patch up to a maximum of seven (7) doubles per musician. Notwithstanding percussion doubling in this agreement, percussion in these circumstances shall also receive a double for each EMD patch.

- b) A keyboardist or other instrumentalist engaged in synthesizer preproduction, i.e. programming and arranging synthesized music for a theatrical production, in addition to the applicable EMD performance fee, shall be paid a fee for such pre-production services of not less than the Orchestra Rehearsal hourly rate for the applicable category per hour of programming approved by the producer and completed by the musician. Notwithstanding scale fees for such programming shall be up to a maximum of fifteen (15) hours, after which point the musician and the Producer shall negotiate an appropriate fee for the work. If the musician is responsible for maintaining and/or servicing this equipment for the run of the show, they shall be paid at the Orchestra Rehearsal hourly rate when servicing or maintenance is required.

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

- c) For Percussion EMD's, refer to Article 16.3.

## **17 TRANSPOSITION**

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

## **18 SUBSTITUTE MUSICIANS**

- 18.1** A musician other than the Musical Director may provide a substitute with the consent of the Musical Director/Conductor, whose approval shall not be unreasonably denied.
- 18.2** The Musical Director may provide a substitute for themselves only after the first three (3) public performances following the opening of a production and with the consent of the Producer, whose approval shall not be unreasonably denied.
- 18.3** Contracted musicians shall have the right to engage permissible substitutes during the run of the show. The intent of the foregoing is to allow musicians to absent themselves for reasons which include but are not limited to:
- a) obtaining occasional outside employment of limited duration.
  - b) maintaining interest and professionalism during the run of the show.
  - c) avoiding loss of identity in the marketplace.
- 18.4** Permission for musicians to be absent shall not be unreasonably denied.
- 18.5** A substitute shall make best efforts to adequately prepare the musical part prior to the first public performance. The Producer shall provide properly marked study parts and a recording of a performance of the production, if available, to musicians who request such material for the use of substitutes.
- 18.6** A musician shall have the right to be replaced by an approved substitute up to a maximum of ten (10) performances within a period of fifty (50) consecutive performances. Permission for musicians to be replaced by an approved substitute shall not be unreasonably denied.
- 18.7** Except for illness or other emergency, a musician desiring leave from a performance shall make a written request to the Musical Director/Conductor and the Contractor (if applicable) or designate at least twenty-four (24) hours in advance of the date of requested leave of absence. The musician must notify the Producer of the name and AFM ID number of the substitute, confirm that the substitute has been notified by the musician and confirm that the substitute will perform.
- 18.8** The right of a musician to absent themselves may be withheld during the first eight (8) performances and shall be subject to the approval of the Musical Director.
- 18.9** Musicians shall be personally responsible for the pay of their substitutes.

## **19 WORKING CONDITIONS**

- 19.1** The Producer 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. The Producer shall endeavor to ensure that a copy of O.H.S.A. Regulations and a copy of any supporting guide or guidelines is posted on the notice board in all theatrical venues.

## **20 REMOUNT OR TRANSFER OF A PRODUCTION**

- 20.1** When a remount produced by the Producer, or transfer of a production originally mounted under this Agreement takes place within two (2) years of the closing of the original production, the musicians and the Musical Director/Conductor who were contracted for the original production shall have the first right of refusal for the remount production to the extent that their instruments are required for the production. The fees payable to the Musical Director for Creative/Supervisory services as defined

in Art.8.1 shall be not be less than twenty percent (20%) of the Creative/Supervisory fee for the category established for the remount for each additional week or part thereof of rehearsal (non-orchestral).

- 20.2** A transfer of a production to another venue within eight (8) weeks from the final performance of the run of performances in the first venue is exempt from the requirement to engage the Musical Director at the Musical Director creative supervision fee. The Musical Director/Conductor and musicians shall be engaged at the weekly fee applicable to the transfer venue.
- 20.3** Where the Producer elects not to offer a musician or Musical Director/Conductor first right of refusal for the remount or transfer the Producer shall pay the musician one week of the applicable basic minimum performance fee.
- 20.4** A "remount" is defined as a production which, once closed, is remounted using the Stage Manager's copy of the prompt script and either of the following elements: the original set and costume designs and/or at least fifty (50%) percent of the speaking roles (five (5) lines or more) are played by Artists engaged for the previous production. A production is classified as a remount for a period of two (2) years from the previous production's first performance.
- 20.5** A "transfer" is defined as a production which is remounted by the Producer in a different venue in the same point of origin at any time within a period of eight (8) weeks from the final performance of the run of performances in the first venue, using the Stage Manager's copy of the prompt script, fifty (50%) percent of the Artists engaged for the original production, and/or all of the original design elements.

## **21 STATUTORY HOLIDAYS & ADDITIONAL HOLIDAYS**

- 21.1** Any performance or rehearsal scheduled on any statutory holiday or additional holiday specified in this article shall be paid at double the rate for each rehearsal service, and two-eighths (2/8) of the Weekly Performance fee in addition to the regular weekly fee. Such holidays shall include, but are not limited to, New Year's Eve (after 6:00 p.m.), New Year's Day, Family Day, Good Friday, Easter Sunday, Canada Day, Labour Day, Thanksgiving Day, Christmas Eve (performance after 6:00 p.m.), Christmas Day and Boxing Day.

## **22 BEREAVEMENT LEAVE**

Musicians shall be entitled to take up to three (3) days of paid bereavement leave, paid at the rate of one-eighth (1/8) of weekly fees for each rehearsal/performance missed, 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).

## **23 SICK LEAVE**

A Musician may accrue up to three (3) days of Sick Leave per contract year. Sick Leave shall be accrued as follows: one (1) day after twelve (12) weeks, one (1) day after eighteen weeks (18) and one (1) day after twenty (24) weeks. Weeks shall be counted from the first orchestral rehearsal call for musicians and two (2) weeks prior to the first day of full cast rehearsal of engagement for the Musical Director and/or Assistant Musical Director. A Sick Leave day shall be paid at the rate of one-eighth (1/8) of weekly scale for absence due to illness or injury. Sick Leave does not accumulate or hold monetary value at the end of the contract year.

## **24 CARTAGE**

**24.1** Subject to prior authorization, the Producer 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:

- a) Percussion (including tympani, 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:

When required for special situations (i.e. rehearsals, studio recording sessions, promotions in another venue, etc.), the Producer will pay for a common carrier or musician's cartage service to transport the instruments listed in this 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 Producer.

## **25 HIRING PRACTICES**

**25.1** Preference in engaging musicians and in designating assistant and/or associate conductors shall first be extended to TMA members. After demonstration to the TMA's satisfaction that a qualified member musician is not available, AFM members who are Canadian citizens or permanent residents living outside the jurisdiction of the TMA will be extended first preference in the offer of engagement, and thereafter AFM members who are not Canadian citizens or permanent residents may be engaged subject to consultation with the TMA and prior to any application to Canada Employment & Immigration for visas/work permits. A condition of the TMA's non-objection to the issuance of such work permit documents shall be that the applicant becomes a member of the TMA.

## **26 DISCRIMINATION**

**26.1** 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.

## **27 DISMISSAL AND PROBATIONARY PERIOD**

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

**27.2** Notwithstanding 28.1, the first four (4) weeks of the Music Director's engagement shall be considered 'the probationary period.' During the probationary period, the Producer may discharge the Music Director for artistic and creative differences. The Music Director must be provided with four weeks' pay in lieu of notice. At any time, the Music Director may be terminated for just and reasonable cause and such terminations are subject to Appendix C - Grievance and Arbitration.

## **28 CLOSING OF PRODUCTION AND FORCE MAJEURE**

**28.1** The closing of a production shall require the Producer to give the musicians and the TMA, a two (2) week written and posted notice of closing, or a payment equal to two (2) weeks' fees at the rate for which the musician was being contracted. A two (2) week notice shall constitute two (2) Monday-to-Sunday periods. If an offer is cancelled altogether prior to opening the musicians shall receive a payment equal to two (2) weeks' fees at the rate which the musician was offered.

**28.2** Force Majeure means an event where the musicians are prevented from rehearsing or performing because of the serious and prolonged illness or death of a prominent member of the cast of the production, or because of fire, accident, strikes, riots, Acts of God, acts of the public enemy, civil tumult, lock-outs, war conditions, labour dispute, epidemic or pandemic, interruption or delay of transportation services, tenant act, or any other cause which could not have been reasonably anticipated or prevented by the Producer. Should such a Force Majeure event occur the musicians shall be entitled to receive the normal weekly compensation payable hereunder. When a performance is lost as a result of a Force Majeure event, the Producer may reschedule the lost performance in accordance with the provisions of this Article without any additional payment to the musicians for such performance.

Lost performance re-scheduling shall be subject to the following rules:

- a) No performance may be scheduled on the Free Day.
- b) No performance may be scheduled in such a manner that would require the musicians to perform in more than five (5) performances in three (3) days.
- c) No performance may be scheduled in such a manner that would require the musicians to perform in more than two (2) performances in one (1) day.
- d) No more than two (2) performances may be re-scheduled per each occurrence of a Force Majeure event.
- e) If two (2) performances are re-scheduled there must be least thirteen (13) days between re-scheduled performances.
- f) Lost performances may only be re-scheduled if the losses for such performances were not compensated by cancellation insurance.

## **29 PLAYBILL LISTING**

**29.1** The names of the regular contracted musicians and their respective instruments shall be included in the *Playbill* listing in a type no smaller than that afforded the cast understudies and shall be placed immediately after the understudies' listing or immediately preceding the "Who's Who in the Cast." Where the biographies and / or photos of the actors are printed in the program, and when eight (8) or fewer musicians are engaged, and when the program creation is at the discretion of the Producer, the Producer will include biographies and/or photos of the regular contracted musicians. Where the biographies and / or photos of the actors are printed in the program, and when nine or more musicians are engaged, the Producer will make best efforts to include biographies and/or photos of the regular contracted musicians. The musician shall have right of approval over biographical material and photographs for use in all programs and souvenir publications.

**29.2** The TMA 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, musical director, conductor and orchestra contractor engaged for this production are members of the Toronto Musicians' Association, Local 149 of the American Federation of Musicians of the United States and Canada."

**29.3** Whenever anyone other than the author and/or composer and/or director and/or producer and/or star cast member is listed in publicity material under the Producer's control the Musical Director/Conductor will receive billing. The size and position of the billing will be negotiated at the time of engagement.

**29.4** Whenever anyone other than the author and/or composer and/or director and/or producer and/or star cast member is listed in the billing page of the program or any souvenir publication the Musical Director/Conductor shall be listed. The size and position of the billing will be negotiated at the time of engagement.

### **30 RECORDED MUSIC**

**30.1** Recordings, tapes or other mechanical devices may not be used to accompany or to provide background music to live stage performances in theatrical venues, except as may be authorized by the TMA. Such authorization upon request of the Producer shall be reasonably considered. Recorded music of any type shall not be used as a substitute for orchestra rehearsals without the specific approval in writing of the Toronto Musicians' Association.

**30.2** The foregoing restriction also applies to stage plays containing incidental music. However, the Producer may elect to utilize a recorded version of original music composed expressly for the production. The use of such recorded original incidental music is permitted subject to payment of the applicable AFM fees to the composer and the session musician(s) rendering such recording services.

**30.3** Recorded music may be used prior to curtain, during intermission or following the show provided that the Producer agrees that SOCAN 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'act or play-out music that constitutes an integral part of the musical score.

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

The Producer 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 TMA.

### **31 RECORDING PROVISION**

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

**31.2** The Producer 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 for in those agreements. Where an electronic transcription is not covered by an AFM agreement, the Producer agrees to negotiate with the TMA to establish the minimum fees and conditions on a case-by-case basis.

### **32 ARCHIVAL RECORDING**

**32.1** An audio only or audio-visual recording of a production may be made for archival purposes under the following conditions:

- The Musicians and the AFM and the Local shall be notified, by written notice, of the recording not later than twenty-four (24) hours prior to the recording.
- The recording must not be edited, copied, or distributed in any manner.
- The recording is to be used exclusively for archival, reference and study purposes.
- The recording shall remain under the control of the Producer and will not be sold, leased, licensed, or lent out for any purpose.
- The recording may not be replayed in public or broadcast in any manner.
- The recording shall be labeled "For Archival and Study Purposes Only".

Should the recording ever be utilized by any party for any purpose not explicitly set forth herein the Producer 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.

### **33 PROMOTIONAL RECORDING**

- 33.1** The Producer may use up to four (4) minutes of running time of recorded material comprised of edited and/or clipped material from workshops, rehearsal, backstage, and/or performance footage for promotional purposes. No other use shall be made of such promotional recordings.

The promotional materials may be used by the Producer to promote the musical production on any promotional platform for a period of up to one (1) year upon the Production's publicly announced initial release, or the closing of the production if the production closes later than a year following the public announcement.

If the filming of the promotional materials takes place outside of scheduled rehearsals and or performances, musicians engaged for the creation of the promotional materials will be compensated at the Orchestra Rehearsal hourly rate for a minimum three-hour call.

The TMA and the Musicians shall receive appropriate recognition in the same size manner as accorded to another association, union or artistic personal credited on any utilization of recordings. The Producer shall notify the TMA at least twenty-four (24) hours in advance of such recording or filming.

### **34 MUSIC PREPARATION**

- 34.1** Arrangements, orchestrations and copying shall be contracted on the single TMA Live Performance Contract reported as per Article 1. Minimum fees for copying are based upon the fees in Appendix E. All music preparation services are subject to **Musicians Pension Fund of Canada** contributions as per Article 6.

### **35 WORKSHOPS**

- 35.1** Workshops without public performances, or with public performances with no admission fee shall be engaged using the fees in the Workshops section of the Schedule of Fees, with a four (4) hour minimum call.

As per Article 8.1, when the Musical Director is functioning in a creative and supervisory capacity, the hourly fee shall cover rehearsal piano, arrangements and/or orchestrations.

**38 TOURING THEATRE**

**38.1** *Please refer to Appendix B.*

**39 DISPUTE RESOLUTION, GRIEVANCE AND ARBITRATION**

**39.1** *Please refer to Appendix C.*

**40 RESPECTFUL WORKPLACES**

**40.1** All persons covered by this agreement shall be subject to and protected by all Workplace and Harassment Policies enacted by the Producer, as shall be reviewed by the TMA prior to the ratification of this Agreement, and whenever changes are made to such policy, and by all persons covered by this Agreement upon engagement. All Musicians will be required to sign a Code of Conduct in adherence of the Producer's Respect in the Workplace policy.

*Please refer to Appendix F for the Producers' Workplace Harassment Policy and Procedures*

*These policies shall be reviewed and updated annually by the Producer, with all changes to be reviewed by the TMA.*

*Musicians shall be required to be oriented on the new policy and sign a Code of Conduct in adherence to the new policy.*

**41 REPRESENTATIVES OF THE TMA**

**41.1** Representatives of the TMA shall have access to the performance and rehearsal venues for the purpose of conferring with the musicians. The TMA will make best efforts to provide the Producer with twenty-four (24) hours' notice of any such meetings.

**42 EFFECTIVE DATE**

**42.1** This Agreement shall be deemed to have come into effect on September 7, 2024 and be effective until August 31, 2027, or until a successor agreement has been ratified.

AGREED

For Toronto Musicians' Association



Dusty Kelly, Executive Director

Name and Title

November 4, 2024

Date

For Canadian Stage Company



FF89D1D312CD4A6...

Monica Esteves Executive Director

Name and Title

11/4/2024

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.

<i>Xylophone</i>	<i>Chimes (Tubular Bells)</i>
<i>Marimba</i>	<i>Vibraphone</i>
<i>Orchestra Bells (Glockenspiel)</i>	<i>Crotales</i>

Other chromatic or diatonic acoustic mallet keyboard instrument

3. **Drum Set:** Drum set will consist of:

<i>Bass Drum</i>	<i>Hi Hat</i>
<i>Snare Drum</i>	<i>Cow Bell</i>
<i>Tom Toms</i>	<i>Triangle</i>
<i>Rote Toms</i>	<i>Wood Block</i>

4. **Electronic Music Devices:** 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:** 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:

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

6. **Latin/World 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*  
*Timbales (including cow bells and cymbals)*  
*Shakers, Maracas, Casaba, Claves*  
*Gongs and Tam Tams*  
*Tambourine, Triangle, Finger Cymbals, Mark Tree, Bell Tree, Wood Block*  
*Cajon*  
*Djembe*

## **APPENDIX B TOURING**

### **1. LOCAL (NOT OVERNIGHT) RUN-OUTS**

- 1.1** A Run-out is deemed to be any circumstance where a musician leaves from and returns to the Theatre's point of origin on the same day for the purpose of performing or rehearsing, and where no accommodation is required.
- 1.2** A musician required to be outside the point of origin by virtue of the terms of the engagement contract shall receive an expense allowance of \$42.26 per day, subject to a cost-of-living adjustment annually as per clause 5.4.
- 1.3** Whenever three (3) or more local run-outs for the same Producer are scheduled in the same week, in lieu of the preceding expense allowance, a musician shall receive the compensation provided for in Art.2.2 below.
- 1.4** In no event may the work span on local tours exceed eight and one-half (8 1/2) hours in a day (including transportation to and from the place of performance and all meal and rest breaks) unless overtime is paid. Travel after 10:00 p.m. is not allowed except where the musician is transported back to the point of origin following an evening performance, and on condition that travel does not exceed one (1) hour and the travel is completed by midnight.

### **2. OVERNIGHT**

- 2.1** Whenever a musician, while engaged by the Producer, is required (by the Producer) for any reason to be away from the point of origin for ten (10) or more consecutive hours, the musician shall be considered to be on tour.
- 2.2** Whenever a musician is on tour, in accordance with the foregoing, the weekly fees established for the production's point of origin category shall be augmented by:

*a daily expense allowance of \$147.77, subject to a cost-of-living adjustment annually as per clause 5.4. This per diem is not subject to MPF Canada contribution. When single occupancy accommodation acceptable to the musician is supplied the daily expense allowance shall be reduced by fifty percent (50%).*

### **3. TOUR TRAVEL ARRANGEMENTS**

- 3.1** The company manager (or stage manager) shall have jurisdiction over the musicians' travel schedules and mode of transportation. Exceptions to the above shall be by permission only. This requirement is necessary to conform to insurance regulations and to avoid jeopardizing the production by a possible "no-show." If, by permission, a musician supplies his or her own transportation in lieu of Company-provided transportation, they shall be reimbursed for actual mileage at the rate of \$0.54 per km.

### **4. SOUND CHECKS**

- 4.1** The Company manager (or stage manager) in consultation with the Musical Director shall be responsible for establishing the time for the sound check call as soon as practicable following

orchestra set-up. The musicians shall be paid for the orchestra set-up and the sound check at the pro-rata rehearsal rate in accordance with the category established for the production.

### **APPENDIX C DISPUTE RESOLUTION, GRIEVANCE AND ARBITRATION**

Where any musician or group of musicians, the TMA, or the Producer has a dispute, disagreement, or grievance arising under the terms of this Agreement including, but not limited to, the dismissal, discipline or suspension of a musician, or to the interpretation, application, operation, or alleged violation of this Agreement, such dispute shall be finally and conclusively settled in accordance with the following grievance and arbitration procedure.

STEP 1 – An aggrieved musician or group of musicians may file a complaint in writing with the Producer and copy the TMA, within thirty (30) calendar days of the matter giving rise to the complaint or within thirty (30) calendar days of when the musician should reasonably have become aware of the matter giving rise to the complaint. Upon notice of the musician's written complaint, the Producer shall investigate and render a decision within thirty (30) calendar days, a copy of which will be filed with TMA.

STEP 2 – If the complaint is unresolved at STEP 1, then a formal grievance may be filed in writing within thirty (30) days of receipt of the Producer's decision. The musicians and/or the TMA will meet with the Producer within fourteen (14) calendar days and the parties will take appropriate steps to resolve the grievance within thirty (30) days of the formal filing. The TMA holds sole carriage over any grievance filed by the TMA.

The TMA or the Producer shall also have the right to file a grievance on their own behalfs within thirty (30) calendar days of the matter giving rise to the complaint or within thirty (30) calendar days of when the TMA or the Producer should reasonably have become aware of the matter giving rise to the complaint commencing at STEP 2 of the above procedure.

STEP 3 - If the grievance remains unresolved after the conclusion of STEP 2, then only the Producer or the TMA may refer the grievance to an arbitrator for final and binding determination. The Producer and the TMA shall select a mutually agreed upon arbitrator within fourteen (14) calendar days. Failing this, an arbitrator will be appointed and the arbitration governed by the Arbitration Act of Ontario. The fees and expenses of the arbitrator shall be shared equally by both the Producer and the TMA.

The time limits provided under this grievance and arbitration procedure, may be extended by mutual agreement of the TMA and the Producer.

A musician shall have the right to have a representative from the TMA present at any discussion with supervisory personnel which the reasonably musician believes might be the basis of disciplinary action. Where a supervisor intends to interview a musician for disciplinary purposes, the supervisor shall notify the musician in advance of the purpose of the interview in order that the musician may contact the TMA. This requirement shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

## **APPENDIX D RELATIONSHIP COVENANT**

The Toronto Musicians' Association, Local 149 of the American Federation of Musicians of the United States and Canada (the "TMA" and "Federation" respectively) and The Canadian Stage Company (the "Producer"), collectively referred to as the "Parties" agree that adherence to this Covenant is fundamental to their relationship, especially during the process of bargaining a renewal agreement between the parties governing the engagement of musicians for musical services (the "Agreement"). The terms and conditions of this Covenant shall be in effect during negotiations and shall govern these negotiations leading up to a binding arbitration position.

### **1.0 Voluntary Recognition Agreement**

**1.1** The Producer recognizes the TMA as the sole and exclusive bargaining agent for all Artists engaged in covered musical services, including the performance of musical instruments in all Canadian Stage Company produced live engagements and recordings, as well as musical supervision, direction, contracting, arranging, orchestrating, and copying for those engagements and recordings. Any exclusions shall be identified in the negotiation process and included in the Agreement. In accordance with the unique nature of their industry and their relationship, the TMA and the Producer agree that any dispute arising out of this Covenant shall be resolved only through the dispute resolution mechanism contained in the Agreement or this Covenant, as appropriate. The Parties consider this to be of fundamental importance to the operational integrity of this Covenant and expressly commit to not seek to resolve such disputes through any court, statutory tribunal or conciliation process except as expressly set out herein.

**1.2** The terms of this Covenant shall govern the negotiations of the Parties for the renewal of the Agreement. To provide even greater clarity to this Section 1 and without limitation, neither the TMA nor the Producer shall raise in any proceeding specifically between them, questions such as the following:

- (i) whether TMA and Federation Members are or are not independent contractors, dependent contractors or employees;
- (ii) whether or not the Producer is an employer;
- (iii) whether or not the Agreement is a collective agreement as defined by labour relations legislation.

### **2.0 Agreement to Bargain in Good Faith**

The Parties agree to meet and to commence to bargain in good faith and to make every reasonable effort to enter into a new Agreement.

### **3.0 Freeze**

The Agreement shall continue in full force and effect until a successor Agreement is ratified, or until binding mediation is exercised and completed pursuant to this Covenant. While bargaining continues, and until the settlement resulting from binding mediation pursuant to this Covenant, the terms and conditions of the Agreement shall continue in full force and effect, and no Party shall threaten to alter any of the terms thereof.

### **4.0 Binding Arbitration**

- 4.1. After notice to bargain has been given, where the parties agree that best efforts to enter into a successor agreement have been made yet an impasse has been reached, or where neither party has proposed any concessions to their latest negotiation position in forty-five (45) days, either party may request binding arbitration, through the request of an Arbitrator. Such a request shall be made by the Party giving written notice to the other Party of its desire to obtain the assistance of an arbitrator. Such notice shall contain the names of three (3) persons whom the Party giving notice is prepared to accept as an arbitrator. 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.
- 4.2. The Party receiving such notice shall within ten (10) days reply in writing accepting the appointment of one (1) of the arbitrators suggested by the other Party, or shall indicate that none of the suggested conciliation officers are acceptable. The Party responding may suggest alternative arbitrators as part of their written response and the Party giving original notice of a request for binding arbitration shall either accept such alternative suggestion or, in the alternative, within ten (10) days of receipt of the notice request the Ministry of Labour, Immigration, Training and Skills Development to appoint an arbitrator. No Party shall raise any challenge to such a request of the Ministry. If, for any reason, the Ministry fails or refuses to make an appointment, the Parties shall meet and discuss until an acceptable arbitrator is found.
- 4.3. Where an arbitrator has been agreed to by the Parties or appointed by the Ministry of Labour, Immigration, Training and Skills Development, such Arbitrator shall forthwith confer with the Parties and the Parties agree the Arbitrator will have final determination of the terms for a successor agreement and the Parties shall be bound by that Agreement.
- 4.4. The Parties agree that the fees and expenses of such Arbitrator, if not paid by a third party (e.g. the government), shall be paid equally by the TMA and the Producer.
- 5.0. **No Strike or Lockout**
- 5.1. During the term of this Agreement, the TMA agrees that there shall be no strike and the Producer agrees there shall be no lockout.
- 5.2. It shall not be a violation of this Agreement, and it shall not be cause for dismissal or disciplinary action in the event a covered Musician refuses to go through or work behind any picket line related to a labour dispute, including such a picket line at the Producer' place of business, unless such picket line is deemed unlawful.
- 5.3. The Parties to this Covenant agree that "strike" and "lockout" shall have the same meaning as those terms have under the Ontario Labour Relations Act.

## APPENDIX E

### 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 Orchestrator, Arranger, or Musical Director.
3. The commission parts or arrangement shall be delivered in print ready PDF format (other format 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 Producer on any revival, tour, or remount of the production that is produced within in five (5) years. The Producer does not have the right to allow for any uses outside of the Producer produced live performance of the production without the arrangement of the separate agreement of the Arranger and/or Orchestrator.
5. Arrangements commissioned by the Producer remain the property of the Arranger.

Orchestrations commissioned by the Producer remain the property of the Orchestrator. Additional use in the future by the Producer, 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 Producer 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. Fees for orchestrations, arrangements, and transcribing
  - a. Single stave (e.g., reeds, brass, single-line strings, single voice line with lyrics, etc):
    - i. \$0.60/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): \$2.53
  - d. Any additional work required on completed work i.e.: a re-orchestration of a delivered orchestral score reduction shall be compensated as new work.
2. Fees for copying including proof reading services
  - 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. Other Services:**

1. Bowing and Transposing: shall be paid at \$45.00 per hour.
2. Recopying of a full orchestra score, making a full score from individual instrumental parts or creating instrumental parts from a sketch score: shall be paid at \$45.00 per hour.
3. Translating data or digitally constructed score or sequencer file into midi tracks or notation files or parts, quantization of a sequences file or midi tracks (i.e: correcting data translation error) shall be paid at \$45.00 per hour.

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 Producer 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 TMA/AFM scale (including any applicable supervision fee).
2. The Producer shall immediately notify the TMA of any New Use.