

Agreement Between



and

**THE MUSICAL
STAGE CO.**

September 7, 2024 to August 31, 2027

The parties recognize that the original impetus for the creation of this agreement was to create a document that accurately reflected the unique artistic mandate and scale of The Musical Stage Company while always respecting the work of the Musician. The original agreement was created in the spirit of collaboration.

ASSOCIATION RECOGNITION

The Musical Stage Company, (herein called the "Company"), recognizes the Toronto Musicians' Association, Local 149 of the American Federation of Musicians of the United States and Canada (herein call the "Association"), as the exclusive bargaining agent for all instrumental musicians, musical director/conductors, assistant conductors, associate conductors, arrangers, orchestrators, contractors, copyists and librarians, (hereinafter called the "musicians"), engaged by the Company. The Company, and the Association, (collectively referred to as the "Parties") agree their relationship shall be governed by this Agreement as well as the relationship covenant found in Appendix D.

RESPONSIBILITY OF THE ARTIST

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 musicians under their Association Contract and all riders attached thereto.

ESTABLISHED CATEGORIES

The Company shall notify the Association of all live performances, recordings and broadcasts of the Company within no more than ninety (90) days prior to the time where musicians are engaged, including the Musical Director and Contractor (if applicable) engaged for the work. The Company shall propose the category of every Production to the Association no more than thirty (30) days prior to the first rehearsal for the Production. Free public or private events with the purpose of fundraising for the Company shall be done under the Workshop Performance rates. The Company's education and outreach initiatives (a list of initiatives will be forwarded to the Association for approval, which will not be unreasonably withheld, at the beginning of each new theatrical season) may be contracted outside of the terms of this Agreement. All other engagements of covered persons must be completed under the terms of this Agreement.

Based on full potential weekly box office gross: calculated by the number of seats, multiplied by the cost of average full price tickets, multiplied by the number of performances per week, (maximum of eight (8) performances), less applicable taxes (entertainment tax, [HST](#)) which are included as part of the ticket price, less CIF, less 10% if Student/Senior ticket discounts are available. In the event that the number of performances per week or the cost of tickets vary, the category calculation shall be based on the week with the maximum potential gross.

In instances where the Company offers one (1) Pay What You Can performance during a week, the value of each seat for that performance shall be calculated at twelve dollars and fifty cents (\$12.50).

In instances where the Company offers only Pay What You Can performances for the entire week, the value of each seat for these performances shall be calculated at twenty dollars (\$20.00). When all performances are offered at Pay What You Can and the Company exceeds the Company Category that was originally set through actual revenues, the Company agrees to raise the Company Category to the actual Company Category based on the actual weekly gross box office. In this case, any musician fee increase will be paid out retroactively.

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 Association's General Tariff of Fees, with the pension contribution set at twelve percent (12%) of the fees found therein.

For rehearsal and development without the full band present the provisions of this Agreement shall apply, including musical supervision, arranging and other provisions.

For scripted concerts only, the five consecutive weeks of music supervision may be divided into non-consecutive periods with the mutual agreement of the Creative Supervisor 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 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 the world and the Company is providing a non-consecutive workshop of at least two (2) 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 first week that the new weekly gross is applicable.

If a production is classified as New Work and the run exceeds forty (40) performances, it shall be classified as Mainstage beginning the week with the forty-first (41st) performance.

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

Category A – Mainstage	Gross over \$485,000
Category B – Mainstage	Gross \$225,000-\$484,999
Category C – Mainstage/New Work	Gross \$125,000-\$224,999 / \$175,000-\$275,000
Category D – Mainstage/New Work.	Gross – up to \$124,999/up to \$174,999

CO-PRODUCTIONS

When the Company produces or co-presents with a co-producer in a venue operated by the co-producer that is covered by a pre-existing Association agreement, the Company shall notify the Association, and the Parties shall meet to determine which agreement is applicable.

GENERAL PROVISIONS

1 PRODUCTION CONTRACT

1.1 The Company shall sign and execute a single Live Performance Contract for Canada per Production with a member of the Association, which member shall be the Contractor or the Musical Director/Conductor. In so doing, the Company acknowledges that all the By-laws of the American Federation of Musicians of the United States and Canada, and all the By-laws of the Association, 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 Company. The Company shall be responsible for establishing, maintaining, and disbursing the musicians' payroll no less frequently than bi-weekly.

1.2 CONTRACTOR

When a local Contractor is engaged, they shall be responsible for engaging the musicians in consultation with the Musical Director and the Company as may be required by the specific musical requirements of the orchestral score.

1.3 MANDATORY CONTRACTOR REQUIREMENT

A Contractor shall be required for all productions where nine (9) or more musicians are to be engaged.

1.4 DEDUCTION & REMITTANCE OF THE MUSICIAN'S WORK DUES

The Company shall deduct three percent (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 with a report of which musicians performed all covered work for the Production and the scale fees paid. The Company shall provide the Pension contributions (as per Article 6) at the same time as this submission. The Association reserves the right to amend the work dues percentage herein with a minimum of sixty (60) days' notice given to the Company.

1.5 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 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 business days of the offer or if an agreement cannot be met after three 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 Company. A Performance Week shall consist of not more than eight (8) performances. For any Performance Week in 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 minimum of twenty-one (21) days written and posted notice. The decision of the Company to not use the services of the musicians by scheduling fewer than eight (8) performances or canceling 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 at least 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 week shall be paid at the additional performance rate.
- 3.5** The Company 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 Company may pro-rate at one-eighth (1/8th) 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 full weeks of the closing of the production as required by Article 27), the Company may pro-rate at the rate of one-eighth (1/8th) of the musician's weekly performance fee for each performance and consecutive non-performance day. The terms and conditions of this 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 (7th) 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
 - 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 Company 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. If the Music Director/Conductor must forfeit their Free Day due to orchestra scheduling conflicts, the Music Director/Conductor shall notify the Company in writing of such conflicts and request that the orchestral rehearsal take place on the Free Day. Granting of such request shall not be unreasonably withheld by the Company as long as the Music Director/Conductor took all reasonable efforts to schedule the orchestral rehearsal in question on a day other than the Free Day. 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 Company elects to call a rehearsal which is contiguous to and immediately precedes a performance. The rehearsal shall commence one and one-half (1½) 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 rehearsal rate of one (1) hour and shall require notice as provided in Art. 4.4 above.
- 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, and musicians are not precluded from negotiating higher rates of remuneration.

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 FEES*

Any musician engaged by the Producer 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 producer shall enter into negotiation in good faith within two (2) weeks of receipt of such notice. The Association may appoint a Board member or a senior staff appointee to conduct such negotiations behalf of the musician if requested to do so by the musician. In this event, the musician shall promptly notify 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 (Art.1) and indicated as an over-scale fee.

5.4 SCALE FEE INCREASES

The minimum fees and category thresholds set out under this agreement will be increased effective the first Monday in September every year of the Agreement as follows:

2024-2025: three and four tenths' percent (3.4%)

2025-2026: three percent (3%)

2026-2027: three percent (3%)

2027-2028: three percent (3%) (see Article 40.2)

6 MUSICIANS PENSION FUND OF CANADA

The Company shall make pension contribution payments of twelve percent (12%) of 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. Pension contributions shall be made monthly and sent to the Association.

Notwithstanding, pension remittances for the year in which they have accrued must be remitted to the Association no later than January 31st of the following year.

7 SINGLE MUSICIAN

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

8. MUSICAL DIRECTOR and MUSIC SUPERVISOR (MAINSTAGE/NEW WORK/SCRIPTED CONCERTS)

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. The Musical Director shall be responsible for engaging the required musicians in consultation with the Company when a Contractor is not engaged, and for conducting the rehearsals and musical performances. They will also act as liaison between management and the musicians and shall be responsible for maintenance of the musical standards during the run of the show.

8.2 MUSIC SUPERVISOR

The Music Supervisor supervises all elements of the music department. In addition to the duties of a Music Director, the Music Supervisor's responsibilities are to collaborate with the writers, the creative team, and the Company in the development of a New Work or Scripted Concert. Additional responsibilities include musical dramaturgy, orchestration, arranging, technical, and production scheduling. The Music Supervisor may be engaged to conduct or perform the run of the show.

When a Music Supervisor is not engaged by the Company to conduct or play the run-of-show a Music Director shall be engaged.

The Music Supervisor and the run-of-show Musical Director collaborate throughout the rehearsals and Preview Performance period. Post Opening Night, the Musical Director shall be responsible for the maintenance of the New Work or Scripted Concert and assume any outstanding duties as agreed upon with the Music Supervisor.

8.3 *CREATIVE FEE GUARANTEE*

The Musical Director shall be paid a Creative Fee Guarantee as per the Schedule of Fees unless a Music Supervisor is engaged. If a Music Supervisor is engaged, the Musical Supervisor shall be paid the Creative Fee Guarantee.

a) Mainstage Productions

This fee shall include all regular Musical Director duties, and all rehearsal piano duties scheduled within the five (5) weeks of cast rehearsals until opening night. Any music preparation required outside of these five (5) weeks 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 DUAL CAPACITY unless otherwise specified in this Agreement.

b) New Work Productions

When only one Musical Director is engaged: the Creative Fee Guarantee shall include all regular Music Supervisor duties, and all rehearsal piano duties scheduled within the five (5) weeks of cast rehearsals until opening night. Any music preparation required outside of these five (5) weeks 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 DUAL CAPACITY unless otherwise specified in this Agreement.

When a Musical Director and a Music Supervisor are engaged:

- i) the Music Supervisor shall be compensated via the Creative Fee Guarantee. The fee shall include all duties as listed in Article 8.2 as well as orchestrations and arrangements.
- ii) The Music Director shall be compensated via *DUAL CAPACITY*.
- iii) Additional full cast rehearsal outside of the five weeks of full cast rehearsal will be compensated at *DUAL CAPACITY*.

c) Scripted Concerts

This fee shall include all regular Music Supervisor duties, all rehearsal Piano duties, orchestrations and arrangements.

8.4 *DUAL CAPACITY*

In all categories if a Musical Director is engaged in addition to a Music Supervisor and are required to also render musical services as a Rehearsal Pianist, they shall receive:

- a)** One hundred percent (100%) of the applicable Rehearsal Pianist fee for Mainstage Productions; or
- b)** Seventy-five percent (75%) of the applicable Rehearsal Pianist fee for New Work productions (as per clause 9)

8.5 When the Musical Director or Music Supervisor 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 orchestra rehearsals and performance calls.

9 REHEARSAL PIANIST – NEW WORK PRODUCTIONS

For New Work productions, the rehearsal pianist shall be compensated at the rate of seventy-five percent (75%) of the rehearsal pianist fee in the applicable company Category.

9.1 AUDITION ACCOMPANIST

Total weekly hours shall not exceed 37.5 hours.

10 ASSOCIATE /ASSISTANT CONDUCTOR/MUSICAL DIRECTOR

10.1 The Associate or Assistant Conductor, whilst performing on the instruments(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 Company, the Associate or Assistant Conductor/Musical Director (one individual only) may be designated to assume certain musical director 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.

10.2 When the Associate or Assistant Conductor is required to conduct a performance or rehearsal, they shall be paid no less than pro-rata of the Musical Director/Conductor's minimum scale fee provided for in the appropriate category. The Assistant/Associate Conductor shall be responsible for payment of the appropriate feed to the substitute musician engaged to perform on the Assistant/Associate Conductor's vacated instrument(s).

10.3 The Company may engage a non-playing Associate/Assistant Musical Director.

10.4 The Associate/Assistant Musical Director shall be assigned duties under the supervision of the Musical Director and/or Music Supervisor, including but not limited to assisting with the musical direction of the production, tracking changes and adjustments to the score during rehearsals, rehearsal piano, music preparation, attendance at auditions, production and creative meetings.

10.5 The Associate/Assistant Musical Director shall be compensated at a weekly rate as stipulated in the Schedule of Fees.

11 CONTRACTOR

11.1 A Contractor shall be required for all productions where 9 or more musicians are to be engaged, except for New Work where no Contractor is required. The Company 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 and the Company 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 Company(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.

12.1 The Concertmaster, 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 Concertmaster 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 are required by the musical score, (when a trumpet and/or horn is engaged). The Concertmaster shall be the principal violinist and responsible for the ultimate decisions regarding bowing. Concertmaster First (Lead) Trumpet, and First Horn shall be appointed from the roster of Association 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 the Company 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 percent (25%) over and above the musician's minimum basic fee as provided for in this agreement.

12.4 A Harpist, when engaged, 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 24.1 c), 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 by the Music Director or Leader and approved by the Association. The Steward shall report on all substitute musicians utilized for all engagements and render other such duties as are specified by the Association. The Steward shall be paid an additional ten (10%) percent 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 Company, 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, they 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 Company, 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 Company, 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 Company 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 Company requires that specific articles of clothing supplied by the Company 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 Company)
- 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 1st double, fifteen percent (15%) for the 2nd double, and each subsequent double.

For New Work these amounts shall be twenty percent (20%) of the minimum musician's basic scale fee for the 1st double, ten percent (10%) for the 2nd double, and each subsequent double.

15.3 PERCUSSION (See Appendix A - PERCUSSION CATEGORIES)

- 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 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 Company.

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 15.1 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 (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 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 rehearsal rate for the applicable category per hour of programming approved by the Company 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 Company 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 15.3.

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 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 public performances following the opening of a production and with the consent of the Theatre, 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 Theatre 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 Theatre of the name and AFM Local 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 musicians 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 Company and musicians are reminded that any theatrical venue is deemed to be workplace, and in consequence is subject to the provisions of the Occupational Health and Safety Act. The Theatre 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 Company, 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 Article 8 shall 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 Company elects not to offer a musician or Musical Director/Conductor first right of refusal for the remount or transfer the Company 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 Company 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.
- 21.2** The Company shall recognize the National Day for Truth and Reconciliation as a Statutory Holiday under Article 21.1 when and if this day is recognized as a statutory holiday in the Province of Ontario.

22 BEREAVEMENT LEAVE

- 22.1** Musicians shall be entitled to take up to three (3) days of paid bereavement leave, paid at the rate of one-eighth of weekly scale rehearsal/performance 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

- 23.1** A musician may accrue up to three (3) days of sick leave per contract year for absence due to illness or injury. 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-four (24) weeks. Weeks shall be counted

from the first orchestra rehearsal call for musicians, and two (2) weeks prior to the first day of full cast rehearsal for the Musical Director and/or Music Supervisor and/or Assistant/Associate Musical Director. Sick Leave shall be paid at the rate of one eighth of weekly scale for each service missed. Sick leave does not accumulate or hold monetary value at the end of the contract year.

22 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:

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 Company.

When required for special situations (i.e. rehearsals, studio recording sessions, promotions in another venue, etc.), the Company 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 Company.

24 HIRING PRACTICES

24.1 Preference in engaging musicians and in designating assistant and/or associate conductors shall first be extended to Association members. After demonstration to the Association'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 Association 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 Association and prior to any application to Canada Employment & Immigration for visas/work permits. A condition of the Association's non-objection to the issuance of such work permit documents shall be that the applicant becomes a member of the Association.

25 DISCRIMINATION

25.1 The policy of engaging musicians hereunder shall be without discrimination on the basis of age, religion, gender, sexual preference, race, colour or ethnic background, political affiliation or persuasion, or disability not related to the artistic requirement of the engagement.

26 DISMISSAL

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

26.2 Notwithstanding 26.1, the first four (4) weeks of the Music Director's/Music Supervisor's engagement shall be considered the "probationary period". During the probationary period, the Company may discharge the Music Director/Music Supervisor for artistic and creative differences. The Music Director/Music Supervisor must be paid four (4) weeks' pay in lieu of notice. At any time, the Music Director/Music Supervisor may be terminated for just and reasonable cause. All terminations are subject to Appendix C – Grievance and Arbitration.

27 CLOSING OF PRODUCTION AND FORCE MAJEURE

27.1 The closing of a production shall require the Company to give the musicians and the Association a two-week written and posted notice of closing, or a payment equal to two weeks fees at the rate for which the musician was being contracted. A two-week notice shall constitute two Monday-to-Sunday periods.

If an offer is cancelled altogether prior to opening the musicians shall receive a payment equal to two weeks' fees at the rate which the musician was offered.

27.2 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, pandemic, interruption or delay of transportation services, tenant act, or any other cause which could not have been reasonably anticipated or prevented by the Company.

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 Company 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.

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 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 or fewer musicians are engaged, and when the program creation is at the discretion of the Company, the Company 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 Company 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.
- 28.2** The Association 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."
- 28.3** 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 Theatre's control the Musical Director/Conductor will receive billing. The size and position of the billing will be negotiated at the time of engagement.
- 28.4** 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.

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 in theatrical venues, except as may be authorized by the Association, permission shall not be unreasonably withheld. 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.

- 29.2** The foregoing restriction also applies to stage plays containing incidental music. However, the Theatre 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.
- 29.3** Recorded music may be used prior to curtain, during intermission or following the show provided that the Theatre 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.
- 29.4** *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 Association.

30 RECORDING PROVISION

- 30.1** If the Company, 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 Company 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.
- 30.2** The Company 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 Company agrees to negotiate with the Association to establish the minimum fees and conditions on a case-by-case basis.

31 NEWS RELATED BROADCASTS

- 31.1** The Company may use up to five (5) minutes finished running time of recorded material from any approved source. This recorded material may comprise clips of edited material from rehearsal, backstage, and/or performance footage. The material may be used by the Company during the rehearsal period and for up to twelve (12) months from the first public performance of the current Production, or for the duration of the run, whichever is longer. Where the Company is empowered to do so, the Theatre shall grant similar rights of use to the Musicians in the production with the agreement of the other Musicians for the same time frame. The Company may extend its time frame of the use of the material by either offering the Musicians the same extended use beyond the

initial time frame as noted above or by compensating the Musician at no less than one-eighth (1/8) of the Musician's weekly contractual fee.

32 ARCHIVAL RECORDING

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

- a) 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.
- 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 Company 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".

Should the recording ever be utilized by any party for any purpose not explicitly set forth herein the Company 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 Company may make a recording for the express purpose of demonstrating the nature of its work, and the work of the Artist(s) and Musicians for promotion to potential funders, sponsors, donors and potential performance presenters. Promotional recordings may be comprised of clips of edited material from rehearsal, backstage, workshop and readings and/or performance and may contain in the finished version material from one or more productions. This recording must be identified with the title "FOR PROMOTIONAL PURPOSES ONLY".

Recorded promotional material may be used by the Company during the current production and for a period of five (5) years beyond the close of the original production.

Where the Company is empowered to do so, the Company shall grant similar rights of use to the Musicians in the production with the agreement of the other Musicians for the same time frame.

To access this declared use, compensate the musicians at no less than the rate of one-eighth (1/8) of the originally contracted weekly performance fee.

The Company may extend the time frame of its use of this Promotional material by compensating the musicians at no less than one-eighth (1/8) of the original weekly contractual fee.

33.2 Prior to the rehearsal period, the Company may opt to create an audio/visual trailer to promote a production, the Promotional Trailer. The Promotional Trailer may be comprised of recorded material of up to four (four) minutes finished running time. The trailer may be used by the Company to promote the Production for a period of up to one (1) year upon the Production's officially announced initial release or closing of the Production if the Production closes later than a year following the public announcement. Musicians engaged for the creation of the Promotional Trailer shall be compensated at the Orchestra Rehearsal hourly rate for a minimum three-hour call.

34 MUSIC PREPARATION

34.1 Arrangements, orchestrations and copying shall be contracted on the single Live Performance Contract for Canada reported as per Article 1. Minimum fees for copying are based upon the fees in Appendix E – Music Prep. 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 shall be subject to Appendix E - Music Prep.

35.2 Where workshops under 35.1 are also performed with a paying audience, the Workshop Performance category shall apply to those performances. The weekly rates may be pro-rated accordingly. If gross admission revenue exceeds \$30,000, the fees will be subject to the appropriate category.

36 TOURING THEATRE

36.1 *Please refer to Appendix B - TOURING*

37 DISPUTE RESOLUTION, GRIEVANCE AND ARBITRATION

37.1 *Please refer to Appendix C - DISPUTES, RESOLUTION OF (GRIEVANCE AND ARBITRATION)*

38 RESPECTFUL WORKPLACES

38.1 All persons covered by this agreement shall be subject to and protected by all Workplace and Harassment Policies enacted by the Theatre, as shall be reviewed by the Association 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 theatre's Respect in the Workplace policy.

Please refer to Appendix F for the Company's Respect in the Workplace policy.

Please note that the Respect in the Workplace policy as well as the Code of Conduct shall be reviewed and updated annually by the Company, with all changes to be reviewed by the Association. Musicians should refer to the Company for the most up to date versions.

39 REPRESENTATIVES OF THE ASSOCIATION

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

40 EFFECTIVE DATE

40.1 This Agreement shall be deemed to have come into effect on September 7, 2024 and be effective until August 31, 2027.

40.2 CONSULTATION MEETING

The parties shall hold a consultation meeting prior to May 31st, 2027, at which the parties may mutually agree to extend the term of this Agreement until August 31, 2028.

AGREED

Toronto Musicians' Association, Local 149 of AFM

Musical Stage Company



Dusty Kelly, Executive Director

Paul Beauchamp, Co-Executive Director

Date

2025-09-25

Date

**APPENDIX A
PERCUSSION CATEGORIES**

- 1. Timpani**
- 2. Mallet Instruments:** The percussionist may play three 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** 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** 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:

<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** 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 from and returns to the Company'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 \$42.65 per day, subject to annual rate increases as per Article 5 of the Agreement.
- 1.3** Whenever three (3) or more local run-outs for the same Company are scheduled in the same week, in lieu of the preceding expense allowance, a musician shall receive the compensation provided for in Article 2.2 (a) 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 Theatre Company/Producer, is required (by the Company) 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 \$148.90 subject to the annual rate increases as per Article 5 of the Agreement. This per diem is not subject to MPF Canada contribution. When single occupancy accommodation acceptable to the artist 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 \$0.56 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 DISPUTES, RESOLUTION OF (GRIEVANCE AND ARBITRATION)

Where any musician or group of musicians, the Association, or the Company has a dispute, disagreement, 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 Company and copy the Association, 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 Company shall investigate and render a decision within thirty (30) calendar days, a copy of which will be filed with Association.

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 Company's decision. The musicians and/or the Association will meet with the Company 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 Association holds sole carriage over any grievance filed by the Association.

The Association or the Company shall also have the right to file a grievance on their own behalf within thirty (30) calendar days of the matter giving rise to the complaint or within thirty (30) calendar days of when the Association or the Company 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 Company or the Association may refer the grievance to an arbitrator for final and binding determination. The Company and the Association 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 Company and the Association.

The time limits provided under this grievance and arbitration procedure may be extended by mutual agreement of the Association and the Company.

Association Representative

A musician shall have the right to have a representative from the Association 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 Association. 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 "Association" and "Federation" respectively) and The Musical Stage Company (the "Company"), 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 Company recognizes the Association as the sole and exclusive bargaining agent for all Artists engaged in covered musical services, including the performance of musical instruments in all 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 Association and the Company 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 Association nor the Company shall raise in any proceeding specifically between them, questions such as the following:

- (i) whether the Association and Federation Members are or are not independent contractors, dependent contractors or employees;
- (ii) whether or not the Company 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 is 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 Federal Mediation and Conciliation Service to appoint an arbitrator. No Party shall raise any challenge to such a request of the Federal Mediation and Conciliation Service. If, for any reason, the Federal Mediation and Conciliation Service 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 Federal Mediation and Conciliation Service, 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 Association and the Company.

5.0 No Strike or Lockout

5.1 The Parties agree that neither the Association nor any agent of the Association shall declare or authorize, encourage or call for a strike against the Company.

5.2 The Parties agree that neither Company nor any agent of Company shall declare, authorize, encourage or call cause a lockout.

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*.


AGREED

Toronto Musicians' Association, Local 149 of AFM

Musical Stage Company



Dusty Kelly, Executive Director



Paul Beauchamp, Co-Executive Director

2025-09-26

Date

2025-09-25

Date

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, Musical Director or Music Supervisor when engaged with Creative Supervision.
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 Company on any revival, tour, or remount of the production that is produced within in five (5) years. The Company does not have the right to allow for any uses outside of the Company produced live performance of the production without the arrangement of the separate agreement of the Arranger and/or Orchestrator.
5. Arrangements commissioned by the Company remain the property of the Arranger.

Orchestrations commissioned by the Company remain the property of the Orchestrator. Additional use in the future by the Company 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 Company 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. \$0.50/bar for Mainstage Productions

ii. \$0.65/bar for New Work and Scripted Concert Productions

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): \$2.50

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. Hourly Rates:

1. Copying-Editing, Bowing and Transposing (for instances where the score already exists but requires updates during the rehearsal process; and, during workshop engagements: \$45.00 per hour.

2. Copyist shall be guaranteed a minimum call of three (3) hours.

C. Pension and work dues deductions are applicable to all rates herein as per the 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 Company 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 Association/AFM scale (including any applicable supervision fee).

2. The Producer shall immediately notify the Association of any New Use.