



COLLECTIVE AGREEMENT

between

SOULPEPPER THEATRE COMPANY

("Soulpepper")

and

TORONTO MUSICIANS' ASSOCIATION LOCAL 149 OF AFM

("TMA")

Effective June 26, 2023, up to and including June 25, 2026

Table of Contents

1. Term	3
2. Scope, Jurisdiction, Membership and Deductions	3
3. Fees	3
4. Overscale Negotiations	4
5. No Step Up for Onstage, Movement, Speaking, Singing or Costuming/Performance Attire	4
6. Pension Contribution	4
7. Reporting and Remitting of Dues and Pension	4
8. Offers	4
9. Security of Engagement	5
10. Cartage, Instrument Security and Rental of Instruments	5
11. Recording and Media Use	5
12. Respectful Workplaces	7
13. Engagements outside of the City of Toronto	7
14. Performers Merchandise	7
15. Relationship During Negotiations	7
16. No Insurance	8
17. Dispute Resolution	8

1. Term

Upon ratification, the term of the agreement shall run from June 26, 2023, up to and including June 25, 2026. The Agreement shall remain in force until the parties give notice, no earlier than January 1, 2026, to negotiate a successor/renewal agreement and a successor agreement is in force.

2. Scope, Jurisdiction, Membership and Deductions

- a. The Agreement covers performers in TMA jurisdiction at all Soulpepper rehearsals and performance, both at the Young Centre, and anywhere else in the world, with coverage of co-productions being determined on a case-by-case basis between Soulpepper and TMA. The parties agree that the fees and conditions herein apply to concert programming and that they shall negotiate different terms for musicals or any other production involving music at negotiations for a successor agreement, or with fourteen days' notice by either party, whichever comes first.
- b. In order to confirm what performers are in TMA's jurisdiction Soulpepper shall provide TMA with a list of all performers on all productions involving music no later than two weeks prior to making offers on a production, with a description of any instruments performed and the performers' role in the production, and Soulpepper's determination of what jurisdiction the performer resides based on jurisdictional agreement in place.
- c. All performers engaged under TMA jurisdiction shall be TMA members, or TMA temporary members. Work dues in the amount of three percent (3%) of scale fees shall be deducted and remitted to TMA within fourteen (14) days of the final performance.

3. Fees

	2023/2024	2024/2025	2025/2026
Band Musician Scale – Rehearsal Fee per hour	\$32	\$33	\$34
Band Musician Scale – Per Performance Fee (including Dress Rehearsal)	\$210	\$216	\$222
Multi-Instrumentalist – Rehearsal Fee per hour	\$38	\$39	\$40
Multi-Instrumentalist – Per Performance Fee (including Dress Rehearsal)	\$252	\$260	\$268

- a. The fees in effect for this agreement are as noted above, with a new fee year beginning on June 26 of each calendar year. The fees above have been rounded to the nearest whole number.

b. *Per Performance Fee* will be in effect for all dress rehearsal calls (typically a four (4) hour call total including rehearsal time) and all performance calls; tech dress rehearsal and all other tech rehearsals will be compensated at the *Rehearsal Fee* per hour.

c. Multi-instrumentalists are defined as musicians who are expected to play at a professional/session-level competency on two or more instruments as part of their engagement, as indicated at time of offer; the multi-instrumentalist fee is defined as the standard musician scale fee plus twenty per cent (20%), rounded to the nearest whole number.

d. For all time worked in excess of eight (8) hours daily (inclusive of breaks), the musician shall be paid an additional twenty-five per cent (25%) premium above their hourly rate.

4. Overscale Negotiations

Any musician engaged by Soulpepper may negotiate fees and conditions in addition to those set forth in the Agreement.

5. No Step Up for Onstage, Movement, Speaking, Singing or Costuming/Performance Attire

Subject to Article 4 there shall be no step-up fee for musicians onstage, or where movement is required, or for costuming/performance attire, or any speaking of lines, or singing. For greater clarity, subject to Article 4, the fee offered by Soulpepper is an all-inclusive fee and covers any and all performing duties of the Artist.

6. Pension Contribution

Soulpepper shall remit, within fourteen (14) days of the final show, a contribution equal to eleven per cent (11%) of all scale fees to the Musicians Pension Fund of Canada, as a pension contribution in the name of all performers engaged under TMA jurisdiction.

7. Reporting and Remitting of Dues and Pension

Soulpepper shall report all musicians engaged for a production no later than two weeks after close of a production, by listing all musicians engaged for a production on a single TMA Live Performance Contract for Canada and include all fees earned under this agreement, as well as pension contributed. At the same time Soulpepper shall provide one payment for all work dues and temporary membership fees to TMA and one payment for all pension contributions associated with the production to Musicians' Pension Fund of Canada.

8. Offers

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, date and hours of engagement. Offers shall not be rescinded unless the musician does not reply within five (5) business days of the offer. In the case that the musician absents themselves for an emergency and/or last minute replacement and/or change in performer due to exceptional circumstances, the offer shall be sent as soon as practical. Any replacement of a musician where the musician does not absent themselves but where Soulpepper replaces the musicians shall be subject to Security of Engagement terms within this Agreement.

9. Security of Engagement

Once a musician accepts an offer they shall be engaged for the entire production, unless two (2) weeks written notice is provided, or a payment equivalent to Two Weeks fees including pension. Two Weeks is defined as eight (8) performances per week at the per performance rate herein.

10. Cartage, Instrument Security and Rental of Instruments

Subject to prior authorization, Soulpepper shall pay for the reasonable cost of transporting any instrument or amplifier that cannot be easily carried in one hand, required by the musician for the performance, to and from each rehearsal and performance. Soulpepper and the musicians may agree to arrange having Instruments or amplifiers on site, but Soulpepper shall remain responsible for the safety and security of the instrument. Any damage inflicted upon an instrument while on a production shall be the responsibility of Soulpepper unless it was the result of the musician's unreasonable actions. Subject to prior authorization, if an instrument is required beyond the single regular instrument the musician regularly performs on, and the musician does not own that instrument, Soulpepper shall cover the costs for rental of such instrument for production.

11. Recording and Media Use

- a. LIMITED NON-COMMERCIAL PROMOTIONAL, CHARITABLE AND NEWS RELATED BROADCASTS
Producer and members of the media shall have the right to take photographs and/or record videotape, film and/or audio footage for publicity, promotion, advertising, or news purposes, during a regularly scheduled rehearsal or performance without additional payment to the musicians. This recording may be utilized in the following manner:
 - i. For news, current affairs, informational, talk shows and entertainment programs (such as an "opening night special") and electronic press kits utilized for news/current affairs programming.
 - ii. Through the following delivery platforms: broadcast and cable television, websites (including third-party hosting sites and pages on which tickets are sold), podcasts, wallpaper, digital communications and social media platforms (Facebook, Instagram, Twitter, TikTok and other platforms existing as of the date of ratification of this Agreement), presenter displays to promote tours, mobile marketing, movie trailers, in-flight video, hotel videos, educational videos, tour bus videos, sales kiosk videos, in-store loops, lobby loops, groups sales and corporate videos.
 - iii. When stage performers are appearing on a bona fide charitable "telethon" broadcast, or a non-broadcast promotional appearance in a venue where no admission has been charged, this recording may be used to accompany the performers provided the producer has the written approval by the Association. Approval shall not be unreasonably withheld.
 - iv. For the express purpose of demonstrating the nature of the work to potential sponsors, investors and performance presenters.
 - v. For educational purposes, both for in-school curriculum and educational programs created by Producer.

This recording may only be utilized in the manners described in 11a) i), ii), iii), iv) and v) based on the following limitations:

- The musicians and the Association are informed in writing of the recording no later than twenty-four (24) hours prior to the recording. Notice to the musicians may be given to the Contractor or posted on the musicians' call board. Notification by email shall be acceptable.
- No more than five (5) minutes of combined rehearsal and/or performance footage featuring the musicians may be used in any one promotional outlet. The edited footage contained in the allowable five (5) minutes may be changed at the discretion of the Producer and need not be the same footage across promotional outlets (i.e., a different five (5) minutes may be used on a production's website than used in a social media post).
- No more than one (1) such recorded clips may be utilized in a broadcast.
- Any interview or other behind-the-scenes footage featuring musicians shall be voluntary and shall not require additional payment. Musicians must provide consent to be captured in behind-the-scenes footage and/or to provide an interview in writing, in advance of any such footage being taken. Interviews shall be scheduled at a time that is mutually acceptable to Producer and Musicians and shall be no more than fifteen (15) minutes in duration. It is understood and agreed that Producer may use all or part of any interview that is captured in accordance with this provision.

Such recordings cannot be used for documentary segments.

The Producer agrees and accepts that the Producer will not utilize the provisions of this to permit broadcasters, media producers or other exhibitors to produce "clip programs" for broadcast or distribution.

The use of the recordings taken in accordance with this Article 11 shall be restricted to the current run of the production. The exceptions shall be:

- i. Usage of promotional recordings may continue beyond the run of the current production to permit Producer to demonstrate their work to investors or for sales promotion of future or new productions by Producer in the manner described in this Article 11.
- ii. Provided the Producer obtains written permission from the Association in advance, Producer may use material from the promotional recordings for use in a compilation or montage of other shows produced or presented by Producer to promote itself. The Association's permission will not be unreasonably withheld.

A maximum of five (5) minutes of performance and/or rehearsal footage may be presented on Producer's website in perpetuity to demonstrate its theatrical heritage and to promote live entertainment, provided the material cannot be downloaded and that Producer is not receiving any revenue for use of the recording. The Producer shall take all reasonable measures to prevent any unauthorized download or use of the material.

No other use shall be made of such promotional recordings.

The Association and the Musicians shall receive appropriate recognition in the same manner as accorded to any other association, union or artistic personal credited on any utilization of

b. ARCHIVAL RECORDING

An audio-video or audio tape of a production may be made for archival purposes under the following conditions:

- The musicians and the Association 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 tape 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 in to and fulfill all conditions required by the appropriate agreement of the AFM and/or the TMA, including, but not limited to the payment of the prevailing fees and allied benefits as required therein.

12. Respectful Workplaces

All persons covered by this Agreement shall be subject to and protected by Workplace Safety, including Workplace Violence and Harassment, polices enacted by Soulpepper.

13. Engagements outside of the City of Toronto

For all engagements outside the City of Toronto reasonable room, board, meal and incidental daily stipends shall be provided in addition to any fees herein.

14. Performers Merchandise

Subject to Soulpepper approval, the performers shall have one item of their own merchandise (recordings, posters, clothing, etc.) available to the audience for sale at the Young Centre for the Performing Arts ("YCPA") after performances and Soulpepper will remind audiences once per performance of the items available. The Artist shall negotiate the arrangement of merchandise sales directly with YCPA. Settlement of merchandise sales will remain between the YCPA and the Artist. Soulpepper agrees to assist in the facilitation of such arrangement where necessary.

15. Relationship During Negotiations

- a. At the point of negotiation renewal, TMA and Soulpepper agree to continue the existing Agreement if a period of negotiation extends beyond the end of Term set forth in Section 1. of this Agreement. This continuance will remain in effect so long as the parties remain in negotiation for a renewal agreement.
- b. Soulpepper and TMA agree that for any negotiations for any successor/renewal agreement between Soulpepper and TMA, that should either party declare an impasse negotiations are referred to binding mediation.

16. No Insurance

Persons covered by this Agreement do not contribute to, or receive the benefits from, a group insurance benefits program, such as the CAEA Accident and Sickness Insurance Plan. TMA and members of TMA have elected not to procure, contribute to, or receive benefits from insurance. Beyond customary liability, Soulpepper and the YCPA are not liable and/or responsible for any incident/accident that impacts an artist engaged under this agreement.

17. Dispute Resolution

Except as provided hereafter this Article shall be subject to and construed by the laws of the Province of Ontario.

The following procedures will apply in the event that any difference or dispute arises relating to the interpretation, application, administration or alleged violation of the Agreement. It is the intent of the parties that any dispute under the terms of this Agreement will be resolved as expeditiously as possible.

A grievance may be initiated by a musician, a group of musicians, the TMA or Soulpepper. A grievance may only be filed by the TMA or Soulpepper.

Step 1

Prior to invoking the grievance procedure it is anticipated that the parties shall wherever possible try to resolve the issue.

Step 2

In the event that the dispute is not resolved at Step 1, the concern or dispute that is the source of the grievance must be presented to Soulpepper and TMA in writing within fourteen (14) days from the date that the grieving party became aware or should have become aware of the alleged infringement. Representatives of TMA and Soulpepper shall meet with fourteen (14) days (or on a mutually agreed upon date) of the receipt of the grievance in order to discuss and attempt to resolve the disagreement amicably. At the conclusion of the meeting the parties may agree upon a resolution, agree to reconvene the meeting, or failing an agreement continue to Step 3.

Step 3

Should the issue remain unresolved, with twenty-one (21) days of the first Step 2 meeting, (not including statutory holidays); either party may refer the grievance to a single arbitrator. The parties shall endeavour to agree on an arbitrator. If the parties are unable to agree on an arbitrator the Ministry of Labour will be asked to appoint an arbitrator. The decision of the arbitrator shall be final and binding upon the parties and the musicians covered by this Agreement. The expenses of the arbitrator shall be shared equally between Soulpepper and TMA except that each party shall be responsible for its own legal fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement consisting of pages 1 through 9.

FOR SOULPEPPER THEATRE COMPANY

DocuSigned by:
Gideon Arthurs
FFD428A7A888436...
Gideon Arthurs, Executive Director
This 3 day of October, 2023

TORONTO MUSICIANS ASSOCIATION

DocuSigned by:
Dusty Kelly
F558898D7F38440...
Dusty Kelly, Executive Director
This 2nd day of October, 2023

DocuSigned by:
Jonathan Heppner
ED5452C8FE6948F...
Jonathan Heppner, Executive Producer
This 3rd day of October, 2023

Certificate Of Completion

Envelope Id: 5279A1310D464BB2B6F71FA75ACB960F	Status: Completed
Subject: Complete with DocuSign: SOULPEPPER-TMA-AGREEMENT-2023-2026	
Source Envelope:	
Document Pages: 9	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Annie Clarke
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	-
	-
	-, ON m5a3c4
	annie.clarke@soulpepper.ca
	IP Address: 66.207.215.146

Record Tracking

Status: Original	Holder: Annie Clarke	Location: DocuSign
10/2/2023 3:22:47 PM	annie.clarke@soulpepper.ca	

Signer Events

Dusty Kelly
dusty@tma149.ca
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

F556B9BD7F38440...

Timestamp

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Signed: 10/2/2023 3:32:28 PM

Signature Adoption: Pre-selected Style
Using IP Address: 70.36.58.237

Electronic Record and Signature Disclosure:
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ID: 2db25cc2-a68b-4874-b114-7f9be2648439

Gideon Arthurs
gideon.arthurs@soulpepper.ca
Executive Director
Security Level: Email, Account Authentication (None)

DocuSigned by:

FFD428A7A888436...

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Viewed: 10/3/2023 10:35:41 AM
Signed: 10/3/2023 10:35:55 AM

Signature Adoption: Pre-selected Style
Using IP Address: 167.206.66.211

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jonathan Heppner
jonathan.heppner@soulpepper.ca
Executive Producer
Security Level: Email, Account Authentication (None)

DocuSigned by:

ED5452C8FE6948F...

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Viewed: 10/3/2023 11:07:39 AM
Signed: 10/3/2023 11:08:13 AM

Signature Adoption: Pre-selected Style
Using IP Address: 66.207.215.146

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	10/3/2023 11:07:39 AM
Signing Complete	Security Checked	10/3/2023 11:08:13 AM
Completed	Security Checked	10/3/2023 11:08:13 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Soulpepper Theater Company (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Soulpepper Theater Company:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: ruthie.luff@soulpepper.ca

To advise Soulpepper Theater Company of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at ruthie.luff@soulpepper.ca and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Soulpepper Theater Company

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to ruthie.luff@soulpepper.ca and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Soulpepper Theater Company

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to ruthie.luff@soulpepper.ca and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Soulpepper Theater Company as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Soulpepper Theater Company during the course of your relationship with Soulpepper Theater Company.