

AGREEMENT made by and between the TORONTO MUSICIANS' ASSOCIATION, LOCAL 149 OF THE AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA (hereinafter referred to as LOCAL 149) and THE STRATFORD SHAKESPEAREAN FESTIVAL OF CANADA (hereinafter referred to as the FESTIVAL)

The parties covenant and agree as follows:

1. RECOGNITION

- 1.01 Musicians acknowledge that they are independent contractors and are responsible for all federal and provincial taxes and other government requirements with respect to the fees payable under their personal services contract. As recognized by the Federal Status of the Artist Act, [SC 1992, c. 33] the American Federation of Musicians, Local 149 acts on behalf of the musicians contracted by the Festival within the context of this Agreement.
- 1.02 The Festival recognizes Local 149 as the exclusive representative of all musicians engaged by it during the term of this agreement. A representative of Local 149 shall have access to the place of performance and rehearsal for the purpose of conferring with the musicians, provided 24 hours' notice is given to the Festival. The term musician as used in this agreement shall include all members of the American Federation of Musicians who have a Personal Services Contract with the Music Department of the Festival.
- 1.03 All members of the American Federation of Musicians engaged under a live Personal Services Contract for a musical or dramatic production or to perform Fanfares with the Festival shall be members in good standing of Local 149.

2. THE ASSOCIATION AND PLAYERS' COMMITTEE

- 2.01 The musicians shall be governed under the bylaws and constitution of Local 149 and AFM. The musicians shall be represented by Local 149 which shall act as the formal means through which the members may individually and/or collectively raise matters of concern.
- 2.02 The Festival recognizes Local 149 as the representative of the musicians which shall deal with the Festival on all matters concerning the administration of this Agreement. It is understood that a Players' Committee shall act as a liaison between the musicians and the Festival.
- 2.03 The Festival agrees to notify Local 149 of the time and place for the first rehearsal of each production and to permit a representative of Local 149 to attend this rehearsal for the purpose of appointing a Steward from the members of the orchestra.

3. MEMBERSHIP IN THE AMERICAN FEDERATION OF MUSICIANS

- 3.01 The Festival agrees that, during the term of this Agreement, all musicians, and their substitutes, engaged by the Festival shall be, throughout their engagement, members in good standing of the American Federation of Musicians.
- 3.02 Nothing herein contained shall be deemed to limit the right of Local 149 to suspend, expel, or otherwise discipline or refuse to admit any non-member pursuant to the By-Laws, Rules and Regulations of the American Federation of Musicians.
- 3.03 The musicians' obligations to the Festival under any Personal Services Contract, are subject to the musician's prior obligations to the By-Laws of the American Federation of Musicians and of Local 149 as they now exist or as they may hereinafter be amended.
- 3.04 By the signing of a Personal Services Contract, the musician assigns to Local 149 such amounts for dues, and other assessments as may be certified to the Festival by Local 149, American Federation of Musicians to be due to it from the musician. The musician authorizes and directs the Festival to deduct such amounts from the musician's fees and remit same to Local 149, which authorization and direction shall be effective and irrevocable for the term of the Personal Services Contract. Amendments to the amounts of the above may be made by Local 149 by advising the designated officers of the Festival at least one calendar month prior to the effective date of such amendments.

4. PERSONAL SERVICES CONTRACT

- 4.01 All musicians engaged by the Festival are independent contractors, each engaged under an individual Personal Services Contract, the terms and conditions of which are negotiated directly between the Festival and the musician. Each Personal Services Contract shall incorporate by reference the minimum terms and conditions set forth in this Agreement. The musician may not negotiate conditions which lessen or remove any of the minimum standards set forth in this Agreement; however each musician is free to negotiate terms and conditions of engagement which improve upon these minimum standards. Nothing contained herein would preclude the musician negotiating additional terms outside Personal Services Contracts, which do not conflict with the minimum standards set forth in this Agreement.
- 4.02 Any alterations in musical duties will be specifically outlined in an amended Personal Services Contract which shall be provided to Local 149 by the Music Administrator or Contractor within fourteen days of the change. Personal Service Contracts and such amended contracts may be electronically filed with Local 149.

- 4.03 A live service is defined as either a rehearsal or performance call.
- 4.04 Scheduling of Performances: At least ninety (90) days prior to a musician's first live service of the season, the Festival shall provide each musician with a preliminary schedule of performances for the season; this preliminary schedule shall not be binding. At least thirty (30) days prior to a musician's first live service of the season, the Festival shall provide each musician with a confirmed schedule of performances for the season, which shall be binding. The Festival may cancel any performance listed on the confirmed schedule without penalty until thirty (30) days prior to that service. Musicians shall receive fifty (50%) percent of the musician's contracted fee in the event that a performance is cancelled with seven (7) days' to thirty (30) days' advance notice; and shall receive one hundred (100%) percent of the musician's contracted fee in the event that a performance is cancelled with less than seven (7) days' advance notice.
- 4.05 Scheduling of Rehearsals: At least ninety (90) days prior to a musician's first live service of the season, the Festival shall provide each musician with a preliminary schedule of rehearsals for the season; this preliminary schedule shall not be binding. At least thirty (30) days prior to a musician's first live service of the season, the Festival shall provide each musician with a confirmed schedule of rehearsals for the season, which shall be binding. The Festival may cancel any rehearsal listed on the confirmed schedule without penalty until fourteen (14) days prior to that service. Musicians shall receive fifty (50%) percent of the musician's contracted fee in the event that a rehearsal is cancelled with twenty-four (24) hours' to fourteen (14) days' advance notice; and shall receive one hundred (100%) percent of the musician's contracted fee in the event that a rehearsal is cancelled with less than twenty-four (24) hours' advance notice.
- 4.06 (a) In cases when the Festival elects to make a COVID-related schedule adjustment based on advice and/or consultation, performances listed on the confirmed schedule may be cancelled without penalty up until thirty (30) days prior to the service and rehearsals may be cancelled without penalty up to fourteen (14) days prior to the service as outlined above. However, Musicians shall receive fifty (50%) percent of the musician's contracted fee in the event that a live service is cancelled with less than the applicable notice above (i.e. either thirty (30) or fourteen (14) days) but more than twenty-four (24) hours' advance notice. Further, Musicians shall receive one hundred (100%) percent of the musician's contracted fee in the event that a live service is cancelled with less than twenty-four (24) hours' notice.
- (b) In cases where the Festival is required to make a schedule adjustment because of circumstances beyond its control due to: a) imposition by any authority having jurisdiction of stricter gathering restrictions impacting the scheduled rehearsal, performance or recording; or b) the unavailability of necessary personnel for the scheduled rehearsal, performance or recording resulting from

adherence to COVID-19 protocols, all live services listed on the confirmed schedule may be cancelled without penalty up until seventy-two (72) hours prior to the service. Musicians shall receive fifty (50%) percent of the musician's contracted fee in the event that a performance is cancelled with less than seventy-two (72) hours' advance notice.

- 4.07 Rescheduling of Rehearsals and Performances: A live service may be rescheduled without penalty upon no less than forty-eight (48) hours' written notification prior to commencement of that service, provided that the service is rescheduled to another time within seven (7) days prior to, or fourteen (14) days following, the originally scheduled service. In the event that a musician is not available, the musician shall make best efforts to secure a substitute musician for this service.

5. ROLE OF CONTRACTOR/ DIRECTOR OF MUSIC/ MUSIC ADMINISTRATOR

- 5.01 The Festival may elect to engage a Music Administrator, outside of the terms and conditions of this contract, to act as an agent of the corporation. Where such a position exists, the Music Administrator will engage, contract and manage the scheduling of contracted musicians and their services.
- 5.02 Where such a position does not exist, an external, independent Local Contracting Leader (hereinafter called the "Contractor") will be engaged under a Personal Services Contract. The Contractor shall be responsible for engaging the musicians, contracting the musicians as required by the terms of this Agreement, and establishing, maintaining and distributing the musicians' fees and payments as required by the Association on behalf of the musicians.
- 5.03 The Festival may engage a Director of Music, outside of the terms and conditions of this Agreement, who, for the purposes of this Agreement, shall approve all musicians, substitute musicians and composers and provide such duties as may be required of a Director of Music by the Festival.

6. MUSICIANS' REQUIREMENTS AND SUBSTITUTIONS

- 6.01 The musician will supply their own instrument except in the case where the musician has negotiated for the Festival to furnish the instrument as part of the musician's Personal Services Contract. The musician will abide by all reasonable rules and regulations of the Festival and be present and prepared to perform as stipulated in the schedules provided by the Festival.
- 6.02 Musicians will be informed by the Music Administrator or Contractor, or the Conductor, of a reasonable time that they are expected to be in the theatre and

the time they are expected to be seated and ready to perform. Such times will be consistent with accepted industry practices.

- 6.03 A musician is normally expected to perform a minimum of seventy-five percent (75%) of all contracted services. For the balance of services, the contracted musician may engage an approved substitute, or approved substitutes in accordance with their individual Personal Services Contract. The contracted musician shall be solely responsible for all fees due to any substitute musician he/she has contracted.

Notwithstanding the forgoing, in the event that the Festival requires that a substitute musician be prepared, the Festival shall be responsible for payment of fees due to the substitute musician for preparation services; the extent of such preparation shall be at the Festival's sole discretion.

Guidelines regarding substitutions are outlined in Addendum 1 of the Personal Services Contract – Independent Musician Contractors.

Any use of a substitute musician requires agreement in writing (or electronic means) from the musician, production Conductor, and production Orchestra Supervisor, which shall not be unreasonably withheld.

7. CONTRACTING PROCEDURES

- 7.01 The Conductors, Music Administrator and/or the Contractor at the Festival, Avon, Tom Patterson, and Studio Theatres and any other theatres of the Festival will be engaged by the Festival.
- 7.02 All musicians shall be selected by the Director of Music and shall be contracted by the Music Administrator or Contractor.
- 7.03 The Director of Music shall contract Composers on a production by production basis.
- 7.04 The Festival undertakes to supply in writing to the Executive Director of Local 149 a list of all persons authorized to sign contracts on its behalf and shall advise the Executive Director in writing of all changes therein as they may occur.
- 7.05 Nothing contained herein or within a Personal Services Contract is a guarantee of future contracts. The Festival, subject to the conditions set forth in this agreement, retains the right to contract those musicians it requires on a season-to-season basis. Notwithstanding the above, in recognition of the practices predating this renewal agreement, those musicians listed on Appendix C will retain a right of first refusal in accordance with the conditions set out on Appendix C.

8. SELECTION OF MUSICIANS

- 8.01 When there is a position available, the Director of Music shall select and contract the player, subject to the terms outlined in Appendix C.

9. ACCOMMODATION

- 9.01 The Festival will assist the musician upon request, in finding accommodation, by providing an up-to-date list of available, clean and sanitary, and appropriately-located accommodation, including price and location, no later than three weeks prior to the musician's first service.

10. REHEARSALS

- 10.01 An "Emergency Rehearsal" shall be defined as a rehearsal necessitated by the inability of an Actor or Musician to perform their "full duties" due to sickness or injury or other cause when such an emergency was not known to the Festival more than twenty-four hours prior to the rehearsal.
- 10.02 A "Technical Rehearsal" shall be defined as a rehearsal in which any three of the following four elements are present or when all four are present: Lighting, Sound, Scenery (props), Stage Hands.
- 10.03 A "Technical Dress Rehearsal" shall be defined as a technical rehearsal during which costumes and/or make-up and wigs are used.
- 10.04 A "Fanfare Rehearsal" shall be defined as a rehearsal of the music used for the pre-performance fanfares at the Festival Theatre involving only the musicians required to perform this music.
- 10.05 The minimum service calls shall be as follows;

Regular Service	3 Hours
Emergency Rehearsal	2 Hours
Fanfare Rehearsal	1 Hour
Rehearsal Musician	2 Hours
Extended Regular Service	4 Hours

In addition, Rehearsal Musician calls may be extended up to five (5) hours in half (1/2) hour increments, and paid on a pro-rata basis with no Additional Services Fee, providing the call was posted on the daily schedule. Any unscheduled extension of the service shall require additional services fee (See Appendix A).

- 10.06 Rehearsal musicians that are required to work in excess of twenty-one (21) rehearsal service calls per week, shall invoice for Additional Services Fee (See Appendix A).
- 10.07 (a) For rehearsal musicians required to do a vocal warm-up prior to a performance in which the rehearsal musician is providing a live service, the normal show call shall be extended by one (1) hour and be paid as an extended regular service as per 10.05. These warm-ups shall take place at mutually agreeable times prior to performances.
- (b) For rehearsal musicians required to do a vocal warm-up prior to a rehearsal in which the musician is providing a live service, it is understood that the musician's call shall commence with the vocal warm-up, and be paid as per 10.05.
- (c) If a musician is requested to do a vocal warm-up that is not consecutive with a live service for a rehearsal or performance, the musician shall have the option to accept or decline to do the vocal warm-up; if accepted, the musician shall be paid at a rate of sixty (60%) percent of the minimum 2-hour Rehearsal Musician service fee per hour or part thereof.
- 10.08 Musicians required to play auditions shall be paid at the Audition Musician service fee as outlined in Appendix A.
- 10.09 Rehearsal musicians required to play classes shall be considered rehearsal musicians and shall be paid as per section 10.05. A class (eg. ballet class, vocal coaching, etc.) shall be construed as any rehearsal time which is outside of the work required for a specific production.
- 10.10 Musicians required to appear on stage in costume, may be required to attend costume fittings to a maximum of two and one-half (2.5) hours for each play. The Festival shall not require the musician to perform this portion of their Personal Services Contract on the musician's free day, during a meal break, nor may any part of the musician's overnight rest period be interrupted. If costume fittings must take place outside of the above conditions, the musician will be paid at a rate of one-sixth (1/6) of the musician's contracted service fee per half hour or part thereof. The fittings will take place at a time that is mutually convenient to the musician and the Festival.
- 10.11 Any musician who accepts an engagement that includes performing blocking, staging or choreography in a manner that interacts with or affects the performances and/or staging of actors may be asked to rehearse and perform with the actors as a performer (rather than as an accompanist), in which event such musician agrees to waive all penalties in connection with schedule changes

and breaks for cast rehearsals and performances, and to endeavor to attend cast rehearsals and performances as called by the stage manager, with breaks and notice corresponding to the notice provided to the actors. Musicians who are required to rehearse with the actors as described in this Article shall be called for no less than two hours per service, and shall receive sixty (60%) percent of the minimum 2-hour Rehearsal Musician service fee per hour or part thereof in which they are required. For clarity, doubling rates apply to On-Stage Musician in Cast Rehearsal fees as described in this Article provided that the Festival has approved each double in writing.

- 10.12 For all rehearsals, each musician shall receive a minimum break of fifteen (15) minutes per each two-hour rehearsal service, or twenty (20) minutes per each three-hour rehearsal service. Breaks may be staggered by section or by musician. No rehearsal, dress and technical dress rehearsals excepted, shall continue for more than two (2) hours without a break. This break shall not be added to rehearsal time nor taken during the first or last thirty (30) minutes of a rehearsal, except where there is mutual consent. For any unscheduled extension of a rehearsal service, each musician shall receive a minimum break of five (5) minutes per hour (no break shall be required during unscheduled extensions of forty-five (45) minutes or less).

11. MUSICIAN'S FEES

- 11.01 It is understood and agreed that all fees set out in this Agreement are the minimum basic fees and that musicians shall always have the right to negotiate with the Festival for payment in excess of the said minimum fees described in Appendix A.
- 11.02 Minimum fees as set forth in Appendix A shall apply to all productions requiring either live or pre-recorded music for the term of this agreement.

All musicians are required to submit invoices for live services (including fanfares) performed on a bi-weekly basis. Invoices must include a complete accounting of services, fees per service, HST charges, and the musician's HST number, if applicable. The musician shall receive payment for the services invoiced on a bi-weekly basis through direct deposit, which shall be received by the musician no later than 4:00 p.m. on every other Friday.

The Musician shall submit a separate invoice for a recording session once it is complete.

- 11.03 Payment for recording and commercial (ie. non-promotional) broadcasting in any media shall be made according to the applicable fee established by the American Federation of Musicians. Recognizing that promotion of the Festival is in the

best interests of both parties, distribution of audio-visual recordings not exceeding five (5) minutes in length of a rehearsal or a performance of each production in any media for the purpose of promoting the Festival shall be permitted without additional fees being required.

- 11.04 Musicians who are required to double on instruments shall be paid as outlined in Appendix A. The following instrument combinations within the noted respective groups' categories are not construed as doubling:
- 1) Any combination of two keyboard instruments when supplied;
 - 2) Any combination of two recorders;
 - 3) Any two of the clarinet family other than Eb clarinet, bass clarinet, or contra-bass clarinet;
 - 4) Any two of the saxophone family except soprano saxophone, baritone saxophone, or bass saxophone;
 - 5) Fanfare instruments when supplied;
 - 6) Drummer's outfit consisting of bass drum, snare drum, cymbals, gongs, piatti, wood-block, temple blocks, small traps, doorbell, firebell, cowbell, sleighbells, whistle...all when used as a part of a standard outfit;
 - 7) Mallet instruments including xylophone, vibraphone, marimba, chimes, soprano bells, glockenspiel/ or any other chromatic set;
 - 8) Timpani alone;
 - 9) Latin instruments: timbales, conga drums, bongos, claves, maracas, guire, quijada de burro, cabasa, boobam, tumba.
- 11.05 The parties acknowledge that for live, onstage musicians, there may be instances where a musician would be required to play a grouping of world instruments typical to that style or type of music. In such cases, the Festival will approach Local 149 to discuss if the grouping should be exempt from the normal doubling rates, and/or should attract reduced doubling rates given the normal practice in that style of music. Such agreement shall not be unreasonably withheld.
- 11.06 A musician performing on EMD's (synthesizers, samplers, keyboards, percussion trigger devices or modules, or any number or in any midi configuration), shall be considered the first double and paid an additional fifteen (15%) percent of a musician's minimum basic scale.
- 11.07 The Director of Music may, after discussion with the Musical Director/Conductor and agreement by the Festival, designate a Principal Musician or Musician(s) based on the leadership requirements, technical requirements, and/or degree of difficulty demanding exceptional skills, as necessitated by the musical score. Should a Principal Musician be designated, they shall receive not less than an additional fifteen (15%) percent of basic scale for live services.

- 11.08 (a) The starting location of the orchestra shall normally be designated as the orchestra pit. If it is necessary for a portion of the orchestra, or an individual instrumentalist, to move during the performance from the starting location to another designated playing area in the theatre, whether or not in costume, there shall be an additional amount payable to the affected musician(s) as follows:
- (b) Any musician performing with a starting position onstage or in view of the audience shall receive not less than one hundred and ten (110%) percent of basic scale for live services. This fee shall include payment for one movement, the wearing of costumes and the speaking of one or two words/sentences if required.
- (c) If more than one movement is required, and/or the musician is required to speak more than one or two words/sentences and/or to give a dramatic vocal performance, and/or if the musician's starting position is offstage and movement is required, the musician shall receive not less than one hundred and twenty-five (125%) percent of basic scale for live services.
- (d) Musicians shall receive the premiums set forth in Articles 11.08(b) and 11.08(c) commencing with the first Technical Dress Rehearsal and for any subsequent live services at which these duties are performed or costumes are worn.
- (e) A costume shall be defined as anything other than regular concert dress even if a special fitting is not required. Concert dress shall be defined as either tuxedo, evening wear, or (at the Festival's discretion) as "dressy" black clothing with black shoes.
- (f) This clause does not apply to costumes worn by, or movements performed by, Fanfare musicians, which are subject to Article 11.09.
- (g) See also Article 10.11 for rehearsal terms applicable to onstage musicians required to rehearse with the actors.
- 11.09 (a) Fanfare musicians required to play fanfares and a performance will be paid at one hundred and fifteen (115%) percent of the scale for live musical services. The Fanfare leader will be paid an additional five (5%) percent of the live musical scale.
- (b) Fanfare musicians required to play fanfares will be paid the scale for Fanfare only services. The Fanfare leader will be paid an additional 5% of the Fanfare only scale.

- 11.10 (a) For each presentation of a dramatic production requiring music the following minimums must be maintained:

Festival Theatre	10 musicians including Conductor
Avon Theatre	5 musicians including Conductor
Tom Patterson	1 Musician
Studio Theatre	1 Musician
Other venues	To be negotiated

For dramatic productions requiring music, the minimum may be achieved either by engagement of musicians for live services at performances, or by engagement of musicians for recording sessions as described in Article 15.04, but not a combination of both live and recorded. Where a dramatic production achieves the minimum by engaging musicians for recording, no minimum shall apply to musicians engaged for live services at performances, or vice versa.

- (b) For each presentation of a scored and orchestrated musical production the following aggregate minimums shall apply:

Festival Theatre	18 Musicians
Avon Theatre	12 Musicians
Tom Patterson Theatre	2 Musicians
Studio Theatre	1 Musician

It is understood and agreed that the total number of services for scored and orchestrated musical productions, factoring in the performance count, will not be reduced without the appropriate number of standbys being paid. In addition, the number of musicians contracted for live musical productions at the Festival and Avon theatres shall not be less than five (5) in any event.

Notwithstanding the forgoing, Local 149 will in good faith consider a concession request from the Festival to waive minimums if a musical production is scored and orchestrated for fewer musicians (as licensed by the rights holder).

- (c) Actors contracted for a dramatic or musical production may play musical instruments as part of their role in the production, but shall not be considered as musicians for the purpose of these minimums.

- 11.11 In the event that the Festival produces two musical productions in the Festival and/or Avon theatre(s) in one season which in the aggregate contract musicians for 2,550 performances (e.g. a combined total of 85 performances for 30 musicians), then any additional musical produced in one of these venues in that season will be subject to the minimums applicable to dramatic productions in that venue, in lieu of the minimums otherwise applicable to musical productions.

- 11.12 Notwithstanding the above, for productions in development only those musicians required for workshop or development presentations are required. For the purposes of this Article, workshop or development presentations shall be defined as those where the focus is clearly understood to be on the process rather than the production with emphasis on the development of the work, not on performance or production values of any presentation. In addition, no minimums will apply in the case where workshops or development presentations are specifically for the development of the book and no Musicians are required. The applicable fees for Workshops shall be fifty (50%) percent of the scale fees as outlined in Appendix A. Should the workshopped production be subsequently produced by the Festival within a 3-year period using the musician's instrument, and the musician is not offered the contract to provide live services for that production, the Festival shall retroactively compensate the musician the balance of the fifty (50%) percent for the services performed by the musician for the workshop. The foregoing notwithstanding, no compensation shall be due to any musician who is not offered the contract to provide live services for that production if they do not receive such offer as a result of the Festival's obligation to offer such contract to an Appendix C musician.
- 11.13 In the event that a production requires no music, no musicians need be engaged for that specific production.
- 11.14 When musicians are asked to donate their services, they are under no obligation to do so.
- 11.15 Each live service in excess of eight (8) in any one week shall be paid for at one hundred and fifty (150%) percent of the musician's scale fee. Notwithstanding this, for Fanfare only services, each Fanfare only service in excess of twelve (12) in any one week shall be paid for at one hundred and fifty (150%) percent of the musician's scale fee. For any combination of Fanfare Services and other live services, the threshold for additional services fees shall be ten (10) in one week. For purposes of this clause, Rehearsal Musician services, Workshops and Recording services shall not be included.
- 11.16 With the exception of recording session services, any service which exceeds the contracted service time shall require Additional Services Fee as detailed in Appendix A – Minimum Fee Schedule. The length of a service shall be computed from the time of the orchestra conductor's downbeat or the scheduled start of a service, whichever shall occur first, until the conductor's final cutoff of the last music played, or the end of the performance, whichever comes last, unless the musician is released earlier. The rendition of the "Festival Fanfares" fifteen minutes prior to the scheduled start of a performance will not be added to the running time of that performance. In addition, it is agreed that should the show running time exceed three (3) hours on an occasional or irregular basis as a result of unforeseen circumstances, a grace period of up to five minutes will be allowed by the musicians prior to any Additional Services Fees being invoiced.

- 11.17 No musical service shall be scheduled to commence less than one hour after the end of the previous service. If this one-hour rest period is invaded, the musician shall receive one hundred and fifty (150%) percent of the contracted fee for the amount of time that the rest period is invaded.
- 11.18 No musician shall be required to perform more than a total of eight (8) hours of service, in any one day. Any time over the eight (8) hours shall be paid for at double the musician's contracted fee. See also Article 10.11 for rehearsal terms applicable to onstage musicians required to rehearse with the actors.
- 11.19 For services commenced before and extending after midnight, all time after midnight shall be paid at double the musician's contracted fee. Any service between midnight and 8:00 AM shall be paid for at double the musician's contracted fee.
- 11.20 Each musician shall have one day that is free of live services (a "day off") in each week of Monday through Sunday, being a period of twenty-four (24) consecutive hours commencing at midnight. The day off may be changed on seven (7) days written notice prior to a scheduled call. Days off may be no further apart than nine (9) consecutive days, provided that this may not be applied consecutively. Once during each season, the Festival may schedule one (1) day off which need not occur within the Monday-through-Sunday week to which it applies, provided that this day off is scheduled during the week prior to or subsequent to the week to which it applies (in addition to the normal day off for the week in which the rescheduled day off falls). Nevertheless, if a musician is required to perform a service on the day off, payment will be at two hundred (200%) percent of the musicians' contracted fee for the service rendered. Recording sessions shall be performed on a separate recording contract and shall be excluded from the provisions of this Clause.
- 11.21 The Festival is currently undergoing a culture shift to support anti-racism and anti-oppression and ensure a respectful, equitable and inclusive environment in which all staff, artists and audience members can feel a true sense of belonging in a safe and healthy workplace.

In conjunction with the Festival's obligations to Canadian Actors Equity Association, and in consideration of recommendations being developed in consultation with the Festival's Anti-Racism Committee (ARC), the Festival is continuing to reimagine how rehearsal periods begin. This reimagining includes an expanded orientation to working at the Festival, currently referred to as PRO, which is being developed in consultation with ARC, various members of staff and current and former company members.

The overall aim is to make space (primarily at the beginning of rehearsals) to properly orient and prepare Artists and others who will participate in the rehearsal process.

In this regard, musicians may be called to attend orientation sessions and/or workplace training upon no less than three (3) weeks notice. The first eight (8) hours of such services shall be paid at the Appendix A rate for Health & Safety meetings and business (with a 2.5 hour minimum per call), and any subsequent hours shall be paid at the Rehearsal Musician rate. Where less than three (3) weeks notice is provided, musicians shall make reasonable efforts to attend such services.

12. COPYING

- 12.01 All copying, whether for instrumental or vocal music, done at the request of the Festival, its employees or agents, shall be done by members of AF of M.
- 12.02 All work covered by this Agreement shall be paid for at least at the rate of the basic minimum fee as set out in Appendix A.
- 12.03 Minimum payment for any job assignment shall be no less than the equivalent of a three-hour call at the applicable hourly time rate.
- 12.04 A separate Personal Services Contract must be issued to each copyist for the copying done for each production.

13. MUSICIANS' WELFARE AND PENSION

- 13.01 The American Federation of Musicians provides benefit to its members, including but not limited to, the management of the Pension Plan, Welfare Fund remissions, and the provision of sick leave benefit or such other benefits as Local 149 may decide upon. The Festival will remit to Local 149 amounts stipulated below for these purposes.
- 13.02 For the provision of a welfare fund managed by Local 149, the Festival will remit at the commencement of the first Personal Services Contract of each season an amount equal to 0.6% (point six percent) of the total musicians' fees paid for the previous season plus the applicable annual increase as applied to fees as described in Appendix A.
- 13.03 The Festival shall pay eleven (11%) percent of the total scale fees payable as set out in this Agreement to Local 149. All reporting and remission obligations in connection with the above payment shall be borne solely by Local 149.

- 13.04 After the end of the calendar year in which a musician turns 71, the Festival will add a payment to the musician's pay equivalent to eleven percent (11%) of the musician's total scale fees. This additional payment shall not be subject to work dues.

14. LEAVE FROM LIVE SERVICES

- 14.01 The Musician has committed to provide services as stipulated in their Personal Services Contract and as regulated by this Agreement, however, the Festival agrees to reasonably consider unanticipated or emergency absences from services without loss of service fee to the musician. Such absences may be in the case of bereavement within the musician's immediate family.

The Festival will not unreasonably withhold permission to be absent for the reasons stipulated above or other catastrophic events outside the control of the musician but reserves the right to reasonably limit such absences.

15. RECORDING

- 15.01 The incidental music required in a production of the Festival may be recorded in part, or in its entirety, if any of the following conditions are met:

- 1) Sound is required from a source other than the location of the orchestra.
- 2) Directional sound effects are required.
- 3) Natural instrumental sounds modified by electronic means through studio techniques are required.
- 4) The sound of large non-transportable instruments is required.
- 5) The orchestra is required to accompany recorded vocal music.
- 6) Extreme dynamic range or an extremely clear separation of instruments is required for special effect.
- 7) No off-stage location exists for an orchestra and the use of a pit, if available, is not compatible with the dramatic intent of a production.

If none of the above conditions are met, a live orchestra shall be used in all productions requiring incidental music.

- 15.02 The Festival agrees not to use a Virtual Orchestra [™] or similar type technology, to reproduce or perform music, without the specific written approval of Local 149.
- 15.03 Recording sessions shall be performed on a separate recording contract, and shall be paid in accordance with the rates set forth on Appendix B. Any musician offered a recording contract may choose to accept or decline that contract. Accordingly, any terms of this agreement which relate to breaks, rest periods,

days off, overtime, days/hours free from service, notice of scheduling, and similar matters shall not apply to recording contracts, except that:

(a) In all recording sessions there shall be a minimum break of ten minutes per hour of recording. No recording session shall continue for more than two (2) hours without a break. This break shall not be added to the recording session nor be taken during the first or last half hour of a recording session,

(b) For services at recording sessions extending after midnight, all time after midnight shall be paid at a rate double the prevailing rate. Recording sessions between midnight and 9:00 AM shall be paid for at double the prevailing rate.

15.04 For each dramatic production requiring recorded music, no fewer than the minimum number of musicians for a dramatic production in the applicable venue (as described in Article 11.10(a)) shall be engaged for one 3-hour call as described in Appendix B. (For clarity, the minimum may be fulfilled over more than one session provided that an individual musician may be deemed to fulfill only one call of this minimum. By way of example only, the minimum of 10 musicians for a Festival Theatre dramatic production could be achieved (a) with ten musicians for one 3-hour call, or (b) two musicians for five 3-hour calls provided that different musicians are contracted for each call). After the minimum is achieved, no minimums shall apply to any additional recording sessions for the same production. If the minimum is not achieved, an amount equal to one Service Fee for 3-hour call for a Musician as listed in Appendix B shall be paid by the Festival for each musician not contracted.

15.05 The first offer of service to record incidental music for a dramatic production shall be made to the musicians already contracted to perform live services at the Festival, or to musicians displaced by the means stipulated in Appendix C. Notwithstanding this clause, the composer may make a request to the Director of Music to bring in a musician or musicians with a stylistic specialty for specific production needs. The Festival shall consult with Local 149 in advance of any decision being made.

Composers or arrangers shall be able to play all or part of their own compositions/arrangements as part of their duties as conductor or leader.

15.06 When the musical competence of a musician has been brought forward as a result of a recording session, the Director of Music shall provide written documentation of the specific points of concern, and if requested by the musician, shall meet with the musician to clarify the points of concern. The musician may also request that the composer and/or a Players' Committee Representative and/or a representative of Local 149 attend this meeting. Should a second issue be brought forward, this process shall be repeated. Following any third issue, the musician, at the Director of Music's discretion, may not be offered any additional contracts for recording. The musician may appeal this decision through the appeals process outlined in Article 21.

- 15.07 Should the Festival wish to re-use, re-record or amend the incidental music for the purpose of a tour or remount, Local 149 shall be advised and an appropriate compensation rate shall be negotiated.
- 15.08 The Festival shall obtain authorization in writing from Local 149 prior to the release of any recording containing incidental music for the purpose of the subsequent use of this recorded incidental music in any remounting of the stage production by, or in collaboration with, a co-producer, or for subsequent use of this recorded incidental music for radio, television, video or film reproduction.

It is understood that the Festival will initially notify Local 149 of any such intended use of the recordings, and Local 149 shall have the authority to negotiate payment for the use of any such recordings at any theatre other than the Festival.

- 15.11 The Festival shall be allowed to capture an audio-visual recording of two (2) performances of each production for archival purposes. Local 149 and the Players' Committee shall be notified in writing of the recording dates of each production. It is understood that this recording may be used as a reference source only and is not intended to replace a rehearsal musician in the event of an emergency or regular rehearsal. Any other use of this recording by the Festival shall require the advance approval of Local 149.

16. TOURING

16.01 Touring - Toronto

In the event that the Festival produces or remounts a production in Toronto which it has previously produced in Stratford, and such Toronto production begins rehearsals within three (3) years from the final performance of the Stratford production, all musicians contracted to provide live services (other than Fanfares) for the Stratford production (if any) shall be offered the first right of refusal to provide the same live services for the production in Toronto. The terms of this agreement shall apply to the Toronto production, provided that:

- (a) musicians shall be contracted for the Toronto production as local hires, and no travel, accommodation or out-of-town expense reimbursement or per diem shall apply;
- (b) the first right of refusal in this clause replaces and supersedes all terms of Appendix C.

In the event that the Festival elects to authorize, license or assign to a third party the Toronto production rights for a production which it has previously produced in Stratford, and such Toronto production begins rehearsals within three (3) years from the final performance of the Stratford production, the Festival shall require

as a condition of such authorization, license or assignment that the third party will offer the first right of refusal to all musicians contracted to provide live services for the Stratford production (if any) upon the same terms as if the Festival were the producer of the Toronto production.

For the purpose of this Article 16.01, "Toronto" shall be defined as in any venue under the jurisdiction of Local 149 as of August 15, 2012.

16.02 Other Touring

In the event that the Festival produces or remounts a production in any location other than Toronto which it has previously produced in Stratford, the Festival shall at its sole discretion determine the number of musicians (if any) to be engaged in such other locations, the number of travelling musicians (if any) to be engaged to travel to such other locations, and the instruments to be played by all musicians.

In the event that the Festival elects to engage travelling musicians for such production, and such production begins rehearsals within three (3) years from the final performance of the Stratford production, a musician contracted to provide live services (other than Fanfares) for the Stratford production whose instruments are to be played by a travelling musician for such production shall be offered the first right of refusal to provide live services on the same instrument(s) for such production. The first right of refusal in this clause replaces and supersedes all terms of Appendix C.

All matters pertaining to working conditions and compensation for touring to locations other than Toronto shall be based on Pamphlet B, or its replacement, as applicable to the Festival, subject to any adjustment necessary to retain the musicians' status as independent contractors.

- 16.03 For the purpose of Articles 16.01 and 16.02, a production is deemed to mean a full theatrical musical or dramatic play, and shall not include publicity or promotional events, special events, fundraising events, and similar one-time or short term presentations.

17. PROGRAM CREDITS

- 17.01 The names, photographs and biographies of all contracted musicians shall be included on the Festival's website commencing with the first performance of the season contracted, in a size and format corresponding to the names, photographs and biographies of the actors.
- 17.02 The names, photographs and biographies of all on-stage musicians shall be included in the house program for the production in which they appear, and in the souvenir program for the season, in a size and format corresponding to the

names, photographs and biographies of the actors. In addition, photographs of on-stage musicians shall be included among the cast photographs in the lobby display in the theatres in which they perform.

- 17.03 Musicians shall have right of approval over their biographical material and photographs.
- 17.04 Local 149 shall receive appropriate recognition in the House and Souvenir programs where similar credits are listed for other performers' and technicians' associations, guilds or unions, as follows: "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" When the logo of any other professional association, guild or union appears, the logo of the TMA will be printed adjacent to this recognition.
- 17.05 Upon request of the Local 149, the Festival will submit a copy of each house program and souvenir program (if printed) to Local 149, provided that no casual or inadvertent failure to make such submission shall be deemed a breach of this agreement.

18. TERMINATION OF CONTRACT FOR MUSICAL REASONS

- 18.01 It is recognized that the occasion may arise where, in the judgment of the Director of Music, a musician is not capable of fulfilling, or may not be fulfilling, the requirements of their Personal Services Contract.
- 18.02 Should this situation occur, the Director of Music shall give a written notification to the musician indicating which areas need to be improved. If, within thirty (30) days, sufficient improvement does not occur, the Director of Music shall notify the musician and Local 149 in writing of the grounds for termination of the musician's contract and their rights under Appendix C – First Right of Refusal, if applicable.
- 18.03 Upon receipt of written notice of the contract's termination, the musician shall exercise one (1) of two (2) options:
 - 1) The musician shall accept the notice of termination of the Personal Services Contract. In that event, the current contractual relationship with the Festival, and where applicable, the musician's rights under Appendix C – First Right of Refusal, will end following the last required service of the current season. If the Festival requires the musician to cease performing, the musician shall be entitled to receive an amount equal to their contracted fees for the rest of the season.

- 2) The musician may appeal the notice in accordance with Article 21. Whether or not the appeal is successful, the Festival will continue to provide the musician with an amount equal to his contracted fees for the remainder of the season. Should the musician's appeal be successful the musician will retain their rights under Appendix C – First Right of Refusal, if applicable.

19. GRIEVANCE

- 19.01 The following will apply in the event that any musician or group of musicians, or Local 149, or the Festival has a dispute, disagreement or grievance with respect to the interpretation of the Agreement or of the Personal Services Contract(s). This procedure will not apply to musicians not engaged due to stylistic considerations or show-specific abilities (see Appendix C)
- 19.02 A musician or group of musicians, or Local 149, or the Festival may file a grievance in writing, within ten (10) business days of the occurrence which gave rise to the grievance, or of the initiating party becoming aware of the occurrence, either:
 - 1) Through Local 149 to the Festival
 - 2) Through the Festival to Local 149
- 19.03 Within ten (10) business days following receipt of written notification of a grievance Local 149 and the Festival will meet in an attempt to resolve the issue. If the grievance remains unresolved ten (10) business days after filing, either party may request arbitration, as outlined in Article 20.
- 19.04 It is understood that the parties may agree to an extension of the time lines stated in this Article.

20. ARBITRATION

- 20.01 All differences of opinion between the parties relating to the interpretation, application or administration of the Agreement shall be addressed in accordance with the terms of the Arbitration Act 1991, S.O. 1991,c.17.
- 20.02 The Festival or Local 149 may demand arbitration for any dispute which may arise out of this agreement.
- 20.03 Local 149 shall represent and act in the place of the members of the American Federation of Musicians in the arbitration proceedings.

- 20.04 A demand for arbitration shall be given by the party demanding arbitration to the other party by sending notice in writing by registered mail, to the other party at the address set out below:

The Stratford Shakespearean Festival of Canada
55 Queen Street, P.O. BOX 520
Stratford, Ontario N5A 6V2
Attention: Producer or Designate

Toronto Musicians' Association, Local 149
American Federation of Musicians
208 Bloor St W Suite 700, Toronto, Ontario M5S 1T8
Attention: Executive Director

- 20.05 A notice or demand for arbitration shall set out the matter in dispute and the relief claimed.
- 20.06 The parties shall agree on an arbitrator within three (3) business days after sending the demand for arbitration and if no agreement on the appointment of an arbitrator can be reached, the two parties shall each submit three (3) names for the position of Arbitrator and three (3) of these six (6) names shall be chosen by lot. Of the names chosen by lot, the parties will choose the individual whose availability to hear the issue is more timely.
- 20.07 Notwithstanding Article 20.06, the parties may agree to mediation either in advance of or in lieu of the arbitration, or agree to a combination mediation-arbitration. The parties may agree to bring in a subject matter expert to mediate the issue.
- 20.08 The Arbitrator shall appoint a date and time for a hearing of the matter in dispute and both parties may appear, and may call witnesses, and may give such evidence as they deem just and proper.
- 20.09 It is agreed and understood that both parties will make themselves available for mediation and/or arbitration dates in order to expedite the settlement of the dispute.
- 20.10 The parties hereto agree to be bound by, and comply forthwith, with the findings, rules and time limits set forth by the Arbitrator so appointed.
- 20.11 The parties to this agreement agree that no recourse shall be had to a court of law by either party unless and until the other party has failed to comply with these rules of arbitration.

- 20.12 Nothing herein contained shall be deemed to give the Arbitrator the authority, power or right to alter, amend, change, modify, add to, or subtract from, any of the provisions of this Agreement.
- 20.13 Where a member of the American Federation of Musicians fails to comply with these rules of arbitration, then the American Federation of Musicians may discipline the member in accordance with the rules of the American Federation of Musicians.
- 20.14 Where the Festival fails to comply with these rules of arbitration, then Local 149 may declare that the Festival has committed a breach of Local 149 rules and may:
- 1) Allow no American Federation of Musicians member to be engaged or to continue to be engaged by the Festival.
 - 2) Require that the Festival pay forth-with all American Federation of Musicians members withdrawing from their engagement:
 - i. All monies accrued and owing to the member and;
 - ii. For liquidated damages, an amount equal to all monies that would be payable to the member if the terms of the agreement were completed, provided that no amount for liquidated damages shall be less than an amount equal to payment for sixteen services.
- 20.15 The arbitrator's payment and expenses shall be borne equally by the parties.

21. APPEALS

- 21.01 A musician may exercise an appeal if they have received a notice of termination for musical reasons (Article 18.02). Any musician listed on Appendix C may also exercise an appeal if they do not agree with the Director of Music's decision not to offer a contract for stylistic or show-specific reasons (see Appendix C). Appeals shall be submitted to Local 149 and to the Festival. Any appeal not filed in writing within thirty (30) calendar days of receipt of written notice (or electronic means) of the above shall be deemed to have been abandoned.
- 21.02 Where Local 149 receives a request for an appeal under 21.01, it shall within seven (7) days in consultation with the Producer elect an Appeal Committee of three (3) members consisting of the following people;
- 1) One representative of the Festival;
 - 2) One member of Local 149, selected by the Players' Committee; and,
 - 3) An impartial representative, preferably an experienced performer of the same instrument as the musician exercising the appeal, mutually agreed upon between the Festival and Local 149.

All three members of the Committee shall have equal voice and vote. Any and all votes taken by the Committee shall be taken by secret ballot, and all members of the Committee shall vote. The final decision shall be determined by majority.

The Appeal Committee shall act in good faith and give a hearing to both sides of the appeal, documenting their hearings and discussions. The musician, at their discretion, will be given the opportunity to demonstrate their musical competence.

- 21.03 Within fourteen (14) days of its election, the Appeal Committee shall report its findings to Local 149, the Festival and the musician involved. Both parties to this agreement agree to discuss the appeal, if requested by either party.
- 21.04 If the musician is not satisfied with the outcome of the decision of the Appeal Committee, the musician may elect to proceed to the grievance and arbitration process as outlined in Articles 19 and 20. The only exception to this is decisions generated out of the terms in Appendix C for Stylistic and Show-Specific contracting, which are final at the appeals stage.

22. NO DISCRIMINATION

- 22.01 The Festival shall not discriminate against any musician by reason of race, creed, color, age, sex, sexual orientation, national origin or participation in union related activities.

23. TERM OF AGREEMENT

- 23.01 This Agreement becomes effective on January 1, 2023 and shall remain in force and effect until midnight December 31, 2026.
- 23.02 This Agreement shall be automatically extended from year to year thereafter unless either party gives to the other party three (3) months' notice in writing prior to the anniversary date upon which the agreement or any such renewal thereof terminates. In this case, the agreement shall continue to be in effect during negotiations.
- 23.03 Notwithstanding Article 23.02 above, if the parties fail to execute a new agreement on or before the expiry date of this agreement, extension of the existing agreement shall be a matter of mutual decision between the two parties.
- 23.04 It is agreed that in the event of war, national calamity, or force majeure, the Festival may cancel this Agreement with sixty (60) days' notice.

IN WITNESS WHEREOF the parties hereto have executed this Agreement consisting of Pages 1 through 23 and Appendix A through C.

Toronto Musicians' Association Local 149
American Federation of Musicians

Per:


Dusty Kelly, Mar 4, 2024 12:49 EST

Dusty Kelly, Executive Director

The Stratford Shakespearean Festival of Canada

Per:



David Auster, Producer

APPENDIX A - Service Fees		revised 2 Oct. 2023 - DRAFT ONLY					
Schedule A Live Performance Rate							
Minimum Scale – 2023 through 2026	2023	2024	2025	2026	Note	Service	
	at 4.75%	at 3%	at 2.5% *see note re COLA	at 2.25% ** see note re COLA			
Scale Live Service	\$244.55	\$251.89	\$258.19	\$264.00		Three Hour Service	
Fanfare and Lobby Music Services	\$203.61	\$209.72	\$214.96	\$219.80			
Conductor	\$391.28	\$403.02	\$413.10	\$422.40	160% of Scale		
Conductor Instrumentalist	\$489.10	\$503.78	\$516.38	\$528.00	200% of Scale		
Associate Conductor	\$281.23	\$289.67	\$296.92	\$303.60	115% of Scale		
Contractor – playing	\$281.23	\$289.67	\$296.92	\$303.60	115% of Scale		
Contractor - non-playing	\$48.91	\$50.38	\$51.64	\$52.80	20 % of Scale		
Orchestra Supervisor	\$281.23	\$289.67	\$296.92	\$303.60	115% of Scale		
Steward	\$269.01	\$277.08	\$284.01	\$290.40	110% of scale		
Scale Live Service with 1 Double	\$281.23	\$289.67	\$296.92	\$303.60	115% of Scale		
Scale Live Service with 2 Doubles	\$311.80	\$321.16	\$329.19	\$336.60	127.5% of Scale		
Scale Live Service with 3 Doubles	\$336.26	\$346.35	\$355.01	\$363.00	137.5% of Scale		
Additional for each double in excess of 3	\$24.46	\$25.19	\$25.82	\$26.40	10% of Scale		
Electronic Musical Devices (11.06)	\$281.23	\$289.67	\$296.92	\$303.60	115% of Scale		
On Stage Costume premium (11.08 b)	\$269.01	\$277.08	\$284.01	\$290.40	110% of Scale		
On Stage Costume & movement/performance (11.08 c)	\$305.69	\$314.86	\$322.74	\$330.00	125% of Scale		
Fanfare services plus live musical (11.09 a)	\$281.23	\$289.67	\$296.92	\$303.60	115% of Scale		
Fanfare leader services plus live musical (11.09 a)	\$293.46	\$302.27	\$309.83	\$316.80	120% of Scale		
Fanfare only services plus recording playback (11.09 0b)	\$234.15	n/a*	n/a*	n/a*	115% of Fanfare/ Lobby Scale		
Fanfare leader services plus recording playback (11.09 b)	\$244.33	n/a*	n/a*	n/a*	120% of Fanfare/ Lobby Scale		
Copyist	\$40.28	\$41.49	\$42.53	\$43.49		Billed hourly	
Rehearsal Musician	\$116.50	\$120.00	\$123.00	\$125.77		2-hour Service	
On-Stage Musician in Cast Rehearsal (10.11)	\$69.90	\$72.00	\$73.80	\$75.46		Billed hourly	
On-Stage Musician in Cast Rehearsal with 1 Double	\$80.39	\$82.80	\$84.87	\$86.78	115% of Scale	Billed hourly	
On-Stage Musician in Cast Rehearsal with 2 Doubles	\$89.12	\$91.80	\$94.10	\$96.21	127.5% of Scale	Billed hourly	
On-Stage Musician in Cast Rehearsal with 3 Doubles	\$96.11	\$99.00	\$101.48	\$103.76	137.5% of Scale	Billed hourly	
Additional for each double in excess of 3	\$6.99	\$7.20	\$7.38	\$7.55	10% of Scale	Billed hourly	
Audition Musician (first 12 hours/week) (10.08)	\$111.16	\$114.49	\$117.35	\$119.99		Billed hourly	
Audition Musician (in excess of 12 hours/week) (10.08)	\$70.84	\$72.97	\$74.79	\$76.47		Billed hourly	
Health & Safety meetings and business	\$33.50	\$34.51	\$35.37	\$36.17		Billed hourly	

Unless otherwise stipulated within the Agreement or Personal Services Contract, additional services fee as identified within the Agreement will be invoiced at 150% of Scale, pro-rata per quarter hour for services provided.

Services on a free day as specified in 11.20 will result in Additional Services Fees at the rate of 200% of scale.

* For clarity, for 2025, the 2024 rates may be further adjusted by an amount up to an additional 0.25% to the extent that the Ontario rate of inflation as determined by Statistics Canada as of September (published in October) is greater than 2.5% for that period.

** For 2026, the 2025 rates may be further adjusted by up to an additional 0.25% to the extent that the Ontario rate of inflation as determined by Statistics Canada as of September (published in October), is greater than 2.25% for that period.

Schedule A-1 Standby	\$100.25
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The Standby rate shall not increase over the life of the Agreement.

Scale, Fanfare/Lobby Music, Copyist, Rehearsal Musician, Audition Pianist, and Health & Safety meeting rates shall increase as follows:

- 2023 = 4.75%
- 2024 = 3.0%
- 2025 = 2.50%*
- 2026 = 2.25%**

These rates are shown on Appendix A. The rates that are factors of these rates are adjusted accordingly.

* For clarity, for 2025, the 2024 rates may be further adjusted by an amount up to an additional 0.25% to the extent that the Ontario rate of inflation as determined by Statistics Canada as of September (published in October) is greater than 2.5% for that period.

** For 2026, the 2025 rates may be further adjusted by up to an additional 0.25% to the extent that the Ontario rate of inflation as determined by Statistics Canada as of September (published in October), is greater than 2.25% for that period.

APPENDIX B - Service Fees		<i>revised 18 Oct. 2023 - DRAFT ONLY</i>		
Schedule Recording Fee Schedule - 2023				
Recording Session Fees	<u>Service Fee for 3 Hour Call</u>		<u>Service Fee for 1.5 Hour Call</u>	
	<u>First 3 Hours</u>	<u>Additional Service Per Half Hour</u>	<u>First 1.5 Hours</u>	<u>Additional Service Per Half Hour</u>
Conductor	577.76	156.22	463.68	99.16
Musician	288.88	78.11	231.84	49.58
Playing Contractor	433.32	117.17	347.76	74.37
Non-playing Contractor	73.17	19.85	58.28	13.65
Doubling 1 additional instrument @ 130%	375.54	101.54	301.39	64.45
Doubling 2 additional instruments @ 150%	433.32	117.17	347.76	74.37
Doubling 3 additional instruments @ 160%	462.21	124.98	370.94	79.33
Doubling 4 additional instruments @ 170%	491.10	132.79	394.13	84.29
Schedule Recording Fee Schedule - 2024				
Recording Session Fees	<u>Service Fee for 3 Hour Call</u>		<u>Service Fee for 1.5 Hour Call</u>	
	<u>First 3 Hours</u>	<u>Additional Service Per Half Hour</u>	<u>First 1.5 Hours</u>	<u>Additional Service Per Half Hour</u>
Conductor	1,487.76	402.26	1,194.00	255.36
Musician	743.88	201.13	597.00	127.68
Playing Contractor	1,115.82	301.70	895.50	191.52
Non-playing Contractor	188.43	51.13	150.08	35.15
Doubling 1 additional instrument @ 130%	967.04	261.47	776.10	165.98
Doubling 2 additional instruments @ 150%	1,115.82	301.70	895.50	191.52
Doubling 3 additional instruments @ 160%	1,190.21	321.81	955.20	204.29
Doubling 4 additional instruments @ 170%	1,264.60	341.92	1,014.90	217.06
Schedule Recording Fee Schedule - 2025*				
Recording Session Fees	<u>Service Fee for 3 Hour Call</u>		<u>Service Fee for 1.5 Hour Call</u>	
* see note re COLA for 2025	<u>First 3 Hours</u>	<u>Additional Service Per Half Hour</u>	<u>First 1.5 Hours</u>	<u>Additional Service Per Half Hour</u>
Conductor	1,524.96	412.32	1,223.86	261.74
Musician	762.48	206.16	611.93	130.87
Playing Contractor	1,143.72	309.24	917.90	196.31
Non-playing Contractor	193.14	52.41	153.83	36.03
Doubling 1 additional instrument @ 130%	991.22	268.01	795.51	170.13
Doubling 2 additional instruments @ 150%	1,143.72	309.24	917.90	196.31
Doubling 3 additional instruments @ 160%	1,219.97	329.86	979.09	209.39
Doubling 4 additional instruments @ 170%	1,296.22	350.47	1,040.28	222.48
Schedule Recording Fee Schedule - 2026**				
Recording Session Fees	<u>Service Fee for 3 Hour Call</u>		<u>Service Fee for 1.5 Hour Call</u>	
** see note re COLA for 2026	<u>First 3 Hours</u>	<u>Additional Service Per Half Hour</u>	<u>First 1.5 Hours</u>	<u>Additional Service Per Half Hour</u>
Conductor	1,559.28	421.60	1,251.40	267.62
Musician	779.64	210.80	625.70	133.81
Playing Contractor	1,169.46	316.20	938.55	200.72
Non-playing Contractor	197.49	53.59	157.29	36.84
Doubling 1 additional instrument @ 130%	1,013.53	274.04	813.41	173.95
Doubling 2 additional instruments @ 150%	1,169.46	316.20	938.55	200.72
Doubling 3 additional instruments @ 160%	1,247.42	337.28	1,001.12	214.10
Doubling 4 additional instruments @ 170%	1,325.39	358.36	1,063.69	227.48
* For clarity, for 2025, the 2024 rates may be further adjusted by an amount up to an additional 0.25% to the extent that the Ontario rate of inflation as determined by Statistics Canada as of September (published in October) is greater than 2.5% for that period.				
** For 2026, the 2025 rates may be further adjusted by up to an additional 0.25% to the extent that the Ontario rate of inflation as determined by Statistics Canada as of September (published in October), is greater than 2.25% for that period.				
revised by Dave Auster 10/18/23				

Service fees for recording sessions shall increase as follows:

2023 = 4.75%

2024 = 3.0%, then two and one-half times the resulting 2024 rate.

2025 = 2.50%*

2026 = 2.25%**

These rates are shown on Appendix B.

* For clarity, for 2025, the 2024 rates may be further adjusted by an amount up to an additional 0.25% to the extent that the Ontario rate of inflation as determined by Statistics Canada as of September (published in October) is greater than 2.5% for that period.

** For 2026, the 2025 rates may be further adjusted by up to an additional 0.25% to the extent that the Ontario rate of inflation as determined by Statistics Canada as of September (published in October), is greater than 2.25% for that period.

APPENDIX C – FIRST RIGHT OF REFUSAL (FROR)

Article 1: Qualification for FROR

- i. A musician who is engaged for one live musical theatre production or fanfare ensemble for one live theatre production in the Festival's season for two consecutive seasons shall have the first right of refusal (FROR) for a position requiring the musician's primary instrument, subject to Article 2(v).
- ii. For the purpose of qualification for FROR, the Festival's 2022 season will be considered as the first qualifying season. Accordingly, a musician engaged in the Festival's 2022 and 2023 seasons will be considered to have completed two consecutive seasons at the end of the 2023 season.

Article 2: FROR Positions

- i. A position is for the full run of a single live musical theatre production or any combination of one live musical theatre production and fanfares or multiple fanfares in a season, that do not conflict with one another to a maximum of nine (9) services per week, or a maximum of twelve (12) services per week comprised of fanfare-only services. The Festival, at its sole discretion, may choose to waive these maximums.
- ii. FROR applies only to positions on live musical theatre productions and fanfares.
- iii. If more than one musician is eligible for FROR for one position, the Festival shall designate the order in which the position is offered to the eligible musicians.
- iv. If a position requires soloing and/or more than one instrument, and the primary instrument is played by a musician with FROR, the musician shall have FROR for the position provided that they demonstrate competence for the required soloing and on all other required instruments. If the Festival judges that the musician's demonstrated competence does not meet its standards, the terms of Article 6 below shall apply.
- v. In the event that a musician with FROR is offered and accepts another position in the same season, such as on a play that requires musicians for performance, then the musician shall not be entitled to a separate FROR to any other position in the season.

Article 3: Pre-Existing and Pre-Qualifying FROR Musicians

The musicians listed below shall be considered to have been engaged for the prior three consecutive seasons, and accordingly shall continue to have FROR upon ratification of the Agreement:

Berthold Carrière	Conductor** note: FROR for conductor only in situations where MD is not engaged to conduct the run of the show and/or the composer needs a conductor for a recording session
Mel Martin	Violin
Louise Pauls	Violin
Artur Jansons	Viola
Ben Bolt-Martin	Cello
Julia MacGregor	Cello
Ian Harper	Flutes, Saxophones, Woodwinds* except Oboe, English Horn
Sharon Kahan	Flutes, Piccolo
Gary Kidd	Clarinets, Woodwinds* except Oboe, English Horn, Bassoon
Donna-Claire McLeod	Oboe, English Horn
Derek Conrod	Soprano Herald Trumpet
Mary Jay	Trumpets, Flugel Horn, Soprano Herald Trumpet
Philip Seguin	Trumpets, Flugel Horn, Soprano Herald Trumpet
Kate Stone	French Horn (Section), Soprano Herald Trumpet
Laura Burton	Keyboards
Marilyn Dallman	Keyboards
Eugene Laskiewicz	Accordions
Terry McKenna	Guitars, Lute, Banjo
Julia Seager	Harp
David Campion	Percussion, Fanfare Snare

The musicians listed below have been engaged for the 2022 and 2023 seasons, and accordingly shall have FROR commencing in 2024 upon ratification of the Agreement:

Andrew Chung	Violin
Michael McClennan	Bass
Janice Owens	Trombones, Bass Herald Trumpet
Dave Thompson	Guitars
Éric Charbonneau	Keyboards

* Woodwinds denotes a doubling situation where the principal instrument is included *

Article 4: Displacements (Wildcard)

- i. Where a production calls for culturally specific music and there are no musicians with a FROR that are qualified, the Festival may engage musicians with appropriate qualifications in lieu of and without regard to musicians with a FROR, without payment or grievance.
- ii. In addition, and notwithstanding anything to the contrary, the Festival shall have the right to fill any position in a live musical theatre production with an alternate musician, without grievance, i) at a ratio not to exceed one per six (6) positions in that production, or ii) where the production requires fewer than six (6) positions, any one position.
 - a. For each position for which the Festival exercises this right, one displaced FROR musician shall be paid at the standby rate for the equivalent number of services.
 - b. For each additional position that the Festival elects to displace a FROR musician, one displaced FROR musician shall be paid at the live service rate for the equivalent number of services.
 - c. Where more than one FROR musician is eligible for a position that has been displaced, the Festival will designate the FROR musicians who receive the payment, with preference given to those musicians who have been displaced by the above procedure.

Article 5: Termination of FROR

- i. A musician shall no longer be eligible for FROR in circumstances where:
 - a. The musician has declined an offer of a FROR position for two consecutive seasons, or three of any five consecutive seasons;
 - b. The musician is not engaged for three consecutive seasons for productions where their instrument is needed;
 - c. The musician's instrument has not been used for four consecutive seasons;
or
 - d. The musician provides written notice of resignation or retirement.
- ii. For the purpose of Article 5(i), the Festival's 2023 season will be considered as the first season.
- iii. Either the Festival or an individual musician may elect to approach the other party to negotiate terms for the musician's resignation from eligibility for FROR.

Article 6: Show-Specific Needs

- i. When the Festival has a concern about a musician's ability to play a specific musical or fanfare (other than as described in Article 2(v)), those concerns will be discussed with the musician prior to an offer being made.
- ii. The musician shall have the ability to remove themselves from consideration for the position without being deemed to have declined an offer for purposes of Article 5(i)(a), or otherwise affecting the musician's status as a FROR musician.
- iii. Should the musician disagree with the Festival's concerns, the musician will be given the opportunity to demonstrate their competence. Should the Festival elect not to offer the position to the musician, the musician may appeal the decision through the appeals process outlined in Article 21 of the Agreement. However, the decision of the Appeal Committee shall be final and cannot be taken to the step of grievance and arbitration.

PERSONAL SERVICES CONTRACT

made this ____ day of _____, 20__ between

The Stratford Shakespearean Festival of Canada

(hereinafter referred to as "Festival")
P.O. Box 520, Stratford, Ontario, N5A 6V2

and

(name)
(hereinafter referred to as "Musician")

(address)

Whereas the Festival wishes to retain the Musician as an independent contractor to provide musical services to the Festival, and the Musician has agreed to such an engagement, subject to the terms and conditions of this Personal Services Contract, Addendum 1 and 2, and the terms of the Agreement between The Stratford Shakespearean Festival of Canada and the Toronto Musicians' Association, Local 149 – American Federation of Musicians of the United States and Canada.

Nothing in this contract shall be construed as to create an employee-employer relationship, joint venture, nor partnership between the Musician and the Festival. The Musician warrants and represents to the Festival that the Musician has full authorization to enter into the terms of this Personal Services Contract and is doing so freely and voluntarily.

This Personal Services Contract must be signed before the Musician begins rehearsals and shall be signed on or about the date when the terms of this Personal Services Contract are agreed upon between the parties. Unless this Personal Services Contract is signed concurrently, it must be signed first by the Festival

Unless this Personal Services Contract is signed and returned or postmarked, by the Musician to the Festival within thirty (30) days after delivery by the Festival to the Musician, or by the initial live service, whichever comes first, the offer of contract is withdrawn and this Personal Services Contract shall be null and void.

The parties agree as follows:

(a) Musical Duties

The Musician agrees to provide service as a _____ player for the productions of _____ and _____.

(b) Engagement Period

Dates: _____ through _____

The services schedule is outlined is attached to the Personal Services Contract.

(c) Fee

The Festival agrees to pay the Musician at the following fee for service rate _____.

The Musician agrees to submit bi-weekly invoices to the Music Administrator or Contractor for such services.

The parties understand and agree that payment shall be made without deductions or contributions for Federal or Provincial income tax, Employment Insurance, Canada Pension Plan, Workers' Compensation or any other statutory deductions or contributions, and any payment respecting the abovementioned is the sole responsibility of the Musician.

(d) Termination of Contract

This Personal Services Contract may be terminated for musical reasons under the conditions set out in the Agreement, Article 18. This Personal Services Contract may also be terminated by either party without notice because of a breach of the contract by the other party. Breach of contract may include, but is not limited to, fraudulent or violent behaviour, insobriety, theft, habitual tardiness and/ or habitual absence.

e) Substitutes

The Musician agrees to perform as per the attached schedule.

Negotiable portion

The Musician agrees that should he/she wish to provide an approved substitute musician for services listed in the attached schedule, he/she will not exceed a substitution limit of % to be negotiated by each Musician of agreed services in excess of the **twenty-five percent (25%)** as outlined in the Agreement. Guidelines regarding substitutions are outlined in Addendum 1 to this Personal Services Contract.

f) Cartage

Cartage fees for (name of instrument) will be paid to a limit of _____, by The Festival upon receipt of an itemized invoice from the Musician.

g) Local pick-up & message service

Local pick-up and message service required by the Supervisor Copyist and approved by the Festival shall be paid for by the Festival, upon invoice from the Musician.

h) Dues and Remissions

The Musician authorizes and directs the Festival to deduct and remit on behalf of the Musician, such amounts as directed by either the Musician and/or an authorized representative of the American Federation of Musicians, Local 149, for the purposes of the administration of the Agreement.

i) Privacy

The Festival recognizes the right of privacy of individuals with respect to their personal information. The Musician understands that the information contained in this Personal Services Contract is collected for the purposes of the administration of this contract under the terms of the Agreement between the Stratford Shakespearean Festival of Canada and the Toronto Musicians' Association, Local 149 – American Federation of Musicians of the United States and Canada; and the administration of the American Federation of Musicians of the United States and Canada pension plan. In signing this Personal Services Contract, the Musician is agreeing to the information being collected, used and disclosed to those persons/organizations that require such information in order to achieve the above purposes.

j) Warrants and Represents

The Musician represents and warrants to the Festival that the Musician has full authority to enter into this agreement and is entering into it freely and voluntarily.

The Musician acknowledges that he/she wishes to enter into this contract as an independent contractor and is responsible for all Federal and Provincial taxes and other government requirements with respect to all fees payable to the Musician under this contract.

Authorized Signature for the Festival
(which must sign first)

Date

Musician Signature

Date

Musician AFM ID #

Copies must be provided as follows:

- 1. original retained by the Festival;
- 2. electronic copy provided to the Festival payroll dept;
- 3. electronic copy filed with Local 149 by the Festival;
- 4. electronic or hard copy retained by the Musician

Addendum 1 to the Personal Services Contract – Independent Musician Contractors

Standards of Conduct

It is expected that the Musician will abide by all reasonable standards of conduct of the Festival which are not in conflict with the rules of Local 149.

The Musician must take reasonable care of, and return all property of the Festival including, but not limited to: make-up, wigs, costumes and music, upon completion of the musician's engagement.

Musicians will be informed of the time he/she is expected to be in the theatre and the time he/she is expected to be seated and ready to perform, by the Music Administrator or Contractor, and/or Conductor.

Should circumstances arise which make it necessary for the Musician to be late or absent from any service, the Musician must notify, as soon as possible, the Music Administrator or Contractor or, in their absence, the Stage Manager's office of the theatre concerned. The Musician may not absent himself/herself for cause other than emergency or Acts of God from any service without written permission from the Music Administrator or Contractor, or Director of Music of the Festival.

Guidelines Regarding Substitutes

The Festival may place reasonable limits on the total number of allowable substitutes as follows: (see Article 6.03)

1. The Musician shall not engage a substitute musician from the first orchestra note rehearsal, up to and including the 2nd preview ("blackout period") unless the Director of Music grants written approval. In no event shall the blackout period exceed 34 days prior to the 2nd preview. The Festival will make every effort to compress the blackout period into 28 days or less and to schedule rehearsals at a time conducive to musicians, and agrees to consult the Players' Committee in the development of the Master Schedule. Also, the Musician shall not engage a substitute for the last 2 previews before opening night and opening night.
2. Any musician listed on Appendix C who has a significant conflicting prior engagement during the blackout period may make a request to send a designated substitute musician for the entire rehearsal period. The substitute musician will then audit twice and assume the chair no earlier than 2nd dress rehearsal of the production. Such requests will not be unreasonably denied.
3. On-stage musicians may be excluded from using substitutes, unless specifically negotiated as part of their Personal Services Contract.
4. The Director of Music approves all prospective substitutes and expects all prospective substitutes to audit twice. At the end of the substitute's first performance, he/she may or may not be approved by the Director of Music. Should the Director of Music feel that changes in the show warrant it necessary, or a sufficient time lapse has occurred since an approved substitute has been present, he/she may request an additional audit to those mentioned above. Once given, approval of any substitute musician may be revoked by the Director of Music at any time upon notice in writing of at least eight (8) services of the affected production.
5. Substitution requests which fall outside of these guidelines and/or Article 6.03 must be specifically negotiated at the time of contracting. Requests for substitutions that have not previously been negotiated will be accepted beginning 8 weeks prior to the first note rehearsal for the production, and will be processed on a first come, first served basis.

6. There shall normally be a maximum of one substitute on a first come, first served basis in each of the following sections;
 - Strings in each subsection (i.e. 1 ea in 1st Violins, 2nd Violins, Cellos, Viola)
 - Woodwinds
 - Brass
 - Rhythm Section (Piano, Keyboards, Bass, Guitar, Drums and Percussion)

It is understood that depending on the nature of the show, in consultation with the Players' Committee, these sections may be reconfigured in order to protect the artistic integrity of the show. It is understood that the reconfiguration of the sections will not require a musician to be deemed to be in more than one section.
7. Where a musician has used a consistent substitute and where the substitute has had the approval of the Director of Music, then, at the discretion of the Director of Music, the approved substitute will not be counted toward the maximums per section or subsection as set out in 4 above.
8. After opening night, and after a substitute has been approved by the Director of Music, a musician may request one leave of absence per season for a 2-8 week period, provided that the approved substitute is available to replace the musician during his/her leave, and it does not conflict with the blackout dates specified in 1. Such requests will not be unreasonably denied.

Agreement from the Director of Music and Music Administrator or Contractor should be solicited by the Musician at least seven (7) days prior to the date of the requested absence of service.

Facilities for Musicians

The Festival agrees to provide facilities for the safe-keeping of the Musicians' jewellery and/or cash while said articles are in any theatre and to inform the Musician of same and of the necessity for using such facilities by a written notice posted on the call-board.

The Festival will endeavor to provide adequate facilities for the health, safety, comfort, and convenience of the Musician (including suitable chairs, lighting, and room temperature) in any location in which the Musician is required to perform.

The Festival shall also provide adequate warm-up facilities in a location convenient to the Musician at the "half-hour" of each performance or rehearsal and ten minutes prior to the end of each interval.

The Festival shall provide separate dressing rooms for male and female musicians, with hot and cold running water conveniently available, and maintained at a comfortable temperature. All dressing rooms, passageways, etc., shall be maintained in sanitary and safe condition, with proper lighting, to ensure the comfort and safety of the musicians. The Festival agrees that Local 149's representatives shall have the right to inspect the facilities provided under this section, to determine whether such facilities are adequate to provide for the comfort and safety of the musicians.

The Festival shall provide each Fanfare Musician with a jacket, 2 shirts or blouses, tie, and trousers or skirt. The Musician shall be responsible for his/her own undergarments, shoes and socks. It is understood that the Musician shall be responsible for all costs incurred for any substitute/alternate musician who requires either an alteration of, or new, Fanfare costume.

Out-of-Town Service (Non-Touring)

Any service beyond a forty kilometer radius of the Festival Theatre shall be deemed an out-of-town service.

In the event that the Musician is required to perform a live service in the city of Stratford and an out-of-town service, (or the reverse) within the same twelve hours the Festival shall provide suitable transportation to and from the out-of-town service. Transportation shall arrive at and depart from the stage door of the Festival Theatre. In the case of large instruments such as double bass, harp, and large percussion equipment, the Festival shall provide a vehicle which, in the Musician's opinion, can safely transport said instruments or the Festival shall compensate the Musician for the use of his/her own vehicle at the prevailing Festival rates. If, for other than the above reason, the Musician chooses to provide his/her own means of transportation, no reimbursement will be made.

In the event that sequential out-of-town services are scheduled between the hours of 6:00 PM and 10:00 AM the following day, the Festival shall provide suitable lodging and bear all lodging costs for the Musician if he/she resides more than forty kilometers from the location of the out-of-town service. No more than two persons shall be booked into each room without the Musician's prior consent.

In the event that the Musician is required for two or more subsequent out-of-town services in one day, an evening and subsequent morning out-of-town service (or the reverse) with less than three hours time between the termination of one call and the start of the next service, the Festival shall provide each musician with a maximum meal allowance at the prevailing Festival rate, upon receipt of appropriate invoices from the Musician.

LETTER OF UNDERSTANDING # 1

Between:

THE STRATFORD SHAKESPEAREAN FESTIVAL OF CANADA

- and -

**THE TORONTO MUSICIANS' ASSOCIATION, LOCAL 149 OF THE AMERICAN
FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA**

ASSOCIATION-MANAGEMENT MEETINGS

As both parties agree that working collaboratively is in their best interests and that increased communications can assist in fostering such collaboration, the parties agree to meet on a regular basis for this purpose. The intent of such meetings will be to encourage open and candid dialogue between the Musicians, Local 149 and the Festival, and to afford both parties the opportunity to pose questions of one another, offer suggestions, bring issues forward, and generally improve communication and understanding of respective issues and concerns.

The terms of reference will be as follows:

- 1) The Executive Director of Local 149 or their designate and the Players' Committee, consisting of three (3) musicians, will represent the issues of the musicians and/or the Association.
- 2) The Festival will have up to four (4) representatives of Management attend the meetings, including the Director of Music and Producer. At the request of either party, additional attendees or guests may be invited to address specific questions of issues.
- 3) The Committee shall meet no less than three times annually; the dates will be determined by the parties but will be scheduled early in the rehearsal process, mid-season, and a final meeting will be scheduled no later than the last performance of the season, at which time season plans for the following season will be discussed and known instrumentation will be forwarded by minutes to Local 149. At this time, the Festival will also endeavour to notify individual Musicians of a potential contract offer for the upcoming season.
- 4) The topics of discussion will be determined by the parties, but may include such items as the use of recorded music and onstage musicians, plans for future season(s) musicals, the development of the master schedule as it pertains to live musical productions, etc.

Signed on behalf of the respective parties on 04/03/2024, 2023:

**THE STRATFORD SHAKESPEAREAN
FESTIVAL OF CANADA**

**TORONTO MUSICIANS'
ASSOCIATION LOCAL 149**



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LETTER OF UNDERSTANDING # 2

Between:

THE STRATFORD SHAKESPEAREAN FESTIVAL OF CANADA

- and -

THE TORONTO MUSICIANS' ASSOCIATION, LOCAL 149 OF THE AMERICAN
FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA

Re: Lobby Music

Status:

The terms and conditions of the Agreement will apply to this Letter of Understanding except where modified by this Letter of Understanding

Scope:

In the lobby of any of the Festival's theatres

Eligibility:

Independent contractors who are current members of the AFof M who submit proposals to the Festival's Director of Music will be considered. Priority will be given to those members of Local 149 contracted for in that season, including groups comprising at least one member working that season. All members of the ensemble must be AFM members. In the interests of variety, the Director may on occasion, include musician(s) who are not contracted for that season.

Repertoire

The choice of repertoire should not intentionally relate to the play that follows. ie: The lobby music should be stylistically independent from the play. The performances should be comprised of two sets with a short break of 10 minutes.

Cancellation / Substitution

It is expected that contracted musicians will fulfill their contract of service on the appropriate dates except in unforeseen emergency situations, in which case the Music Office should be contacted immediately.

In the event that an individual within a group has to cancel, the musician who has proposed the program is responsible for finding a substitute musician and contracted players will look after subbing fees.

In the event that the group itself is unable to fulfill their contract of service as a group, another group will be selected by the Director of Music and offered the opportunity, should they be available. Adequate notice is important and appreciated.

Lobby Music Service:

The proposing musician agrees to provide all music pre-rehearsed, sheet music and instruments as required (acoustic piano excepted), and to schedule performance of materials with a 10 minute break between sets.

The music will be acoustic, in that there will be no sound system. However, there will be power available for things such as a guitar amp, vibes, etc. But there will be no additional sound re-enforcement. Music stands, chairs and adequate lighting will be provided.

Scheduling will be as reasonable as possible, however Lobby music services are independent of the musician's season services under the Agreement, and as such the Festival is not required to schedule one hour breaks per Article 11.17 between these and services provided under the Musician's Personal Service Contract for the season, nor are the Lobby music services considered under Article 11.15 in the calculation of services in excess of eight (8) in any one week, or under Article 11.18 total of eight hours services per day.

The proposing musician agrees to act as leader to the extent necessary, without additional compensation. Doubling or tripling on instruments by the musician is at the musician's option, and is therefore included in the scale fee. Cartage is at the musician's expense.

Signed on behalf of the respective parties on 04/03/2024, 2023:

**THE STRATFORD SHAKESPEAREAN
FESTIVAL OF CANADA**

**TORONTO MUSICIANS'
ASSOCIATION LOCAL 149**




DocuSign (Mar 4, 2024 12:49 EST)

LETTER OF UNDERSTANDING # 3

Between:

THE STRATFORD SHAKESPEAREAN FESTIVAL OF CANADA

- and -

**THE TORONTO MUSICIANS' ASSOCIATION, LOCAL 149 OF THE AMERICAN
FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA**

The parties hereby confirm the practice with respect to assignment of standby payments as follows:

- (a) Standby payments owing as a result of house minimums per Article 11.11 and 15.04 not being met shall be assigned by Local 149;
- (b) Standby payments owing as a result of displacement of Appendix C musicians (commonly referred to as 'wildcard payments') shall be assigned by the Festival.

Signed on behalf of the respective parties on 04/03/2024, 2023:

**THE STRATFORD SHAKESPEAREAN
FESTIVAL OF CANADA**

**TORONTO MUSICIANS'
ASSOCIATION LOCAL 149**




_____ Du... Mar 4, 2024 12:49 EST

LETTER OF UNDERSTANDING # 4

Between:

THE STRATFORD SHAKESPEAREAN FESTIVAL OF CANADA

- and -

**THE TORONTO MUSICIANS' ASSOCIATION, LOCAL 149 OF THE AMERICAN
FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA**

The parties hereby confirm their mutual desire to establish an expedited dispute resolution procedure which may be pursued prior to arbitration, and agree to continue a dialogue on this topic during the term of this agreement.

Signed on behalf of the respective parties on 04/03/2024, 2023:

**THE STRATFORD SHAKESPEAREAN
FESTIVAL OF CANADA**

**TORONTO MUSICIANS'
ASSOCIATION LOCAL 149**


DocuSign Envelope ID: 20241249 ESTI

LETTER OF UNDERSTANDING # 5

Between:

THE STRATFORD SHAKESPEAREAN FESTIVAL OF CANADA

- and -

THE TORONTO MUSICIANS' ASSOCIATION, LOCAL 149 OF THE AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA

Re: Musicians for events within THE FORUM

Status:

The terms and conditions of the Agreement will apply to this Letter of Understanding except where modified by this Letter of Understanding.

Scope:

Events presented as part of THE FORUM, a program of enrichment activities intended to complement the Festival's repertory season, and any rehearsals for such events, for which the Festival requests the services of musicians.

Eligibility:

Independent contractors who are current members of the AF of M who are interested in participating in THE FORUM will be considered eligible. It is understood that individuals who are not members of the AF of M may also volunteer to play musical instruments in performances as part of THE FORUM, and that the terms herein apply only to members of the AF of M.

Participation in THE FORUM is on a voluntary basis, and no musician will be required to participate.

Repertoire

The choice of repertoire will be determined on a case-by-case basis for each performance.

Cancellation / Substitution

It is expected that contracted musicians will fulfill their contract of service on the appropriate dates except in unforeseen emergency situations, in which case the Director of Music should be contacted immediately.

Service:

A rate equal to one-half (50%) of the scale fees as outlined in Appendix A of the Agreement will apply to rehearsals for any performances to be given as part of THE FORUM.

For the avoidance of doubt, 100% of the scale fees as outlined in Appendix A of the Agreement will apply to any performances given as part of the THE FORUM.

In addition, premiums and doubles as customarily required per the Agreement will apply to both rehearsals and performances for THE FORUM, provided that the Festival approves such premiums in advance.

Scheduling will be as reasonable as possible, however it is understood and agreed that musicians' services for THE FORUM are independent of the musician's season services under the Agreement, and as such the Festival is not required to schedule one hour breaks per Article 11.17 between these and services provided under the Musician's Personal Service Contract for the season, nor are services for THE FORUM considered under Article 11.15 in the calculation of services in excess of eight (8) in any one week, or under Article 11.18 total of eight hours services per day, or under Article 11.19 services after midnight.

In addition, Article 11.08 onstage premiums shall not apply to musicians' services for THE FORUM.

The volunteering musician agrees to provide all instruments as required (acoustic piano excepted), and to perform as reasonably directed.

Music stands, chairs and adequate lighting will be provided.

Cartage is at the musician's expense.

Signed on behalf of the respective parties on 04/03/2024, 2023:

**THE STRATFORD SHAKESPEAREAN
FESTIVAL OF CANADA**



**TORONTO MUSICIANS'
ASSOCIATION LOCAL 149**


Du Mar 4, 2024 12:49 EST

LETTER OF UNDERSTANDING # 6

Between:

THE STRATFORD SHAKESPEAREAN FESTIVAL OF CANADA

- and -

THE TORONTO MUSICIANS' ASSOCIATION, LOCAL 149 OF THE AMERICAN
FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA

Re: Night Music

Status:

The terms and conditions of the Agreement will apply to this Letter of Understanding except where modified by this Letter of Understanding.

Scope:

Performances in the Night Music series, anticipated to be in the lobby of the Festival Theatre, in Lazaridis Hall or the lobby of the Tom Patterson Theatre, or another mutually agreed space, presented as part of The Forum, a program of enrichment activities intended to complement the Festival's repertory season.

Eligibility:

Independent contractors who are current members of the AF of M who submit proposals to present as part of the Night Music series will be considered. It is understood that individuals who are not members of the AF of M may also perform in the Night Music series, and that the terms herein apply only to members of the AF of M.

Repertoire

The choice of repertoire will be made by the Festival based on proposals submitted.

Cancellation / Substitution

It is expected that contracted musicians will fulfill their contract of service on the appropriate dates except in unforeseen emergency situations, in which case the Music Office should be contacted immediately.

In the event that an individual within a group has to cancel, the musician who has proposed the program is responsible for finding a substitute musician and contracted players will look after subbing fees.

In the event that the group itself is unable to fulfill their contract of service as a group, another group will be selected by the Festival's Director of Music and offered the opportunity, should they be available. Adequate notice is important and appreciated.

Night Music Service:

The performance rate for Forum events will apply to performances of Night Music as a flat rate, with no additional compensation due for rehearsals, as this series is comprised of material proposed by the individuals performing.

The proposing musician agrees to provide all music pre-rehearsed, sheet music and instruments as required (acoustic piano excepted), and to schedule performance of materials as requested and as reasonably directed by the Festival.

Music stands, chairs and adequate lighting will be provided.

Scheduling will be as reasonable as possible, however Night Music services are independent of the musician's season services under the Agreement, and as such the Festival is not required to schedule one hour breaks per Article 11.17 between these and services provided under the Musician's Personal Service Contract for the season, nor are the music services considered under Article 11.15 in the calculation of services in excess of eight (8) in any one week, or under Article 11.18 total of eight hours services per day. In addition, Article 11.08 onstage premiums shall not apply to Night Music services.

The proposing musician agrees to act as leader to the extent necessary, without additional compensation. Doubling or tripling on instruments by the musician is at the musician's option, and is therefore included in the scale fee. Cartage is at the musician's expense.

The Forum:

For clarity, the parties acknowledge that this Letter of Understanding supersedes the Letter of Understanding concerning Forum events with respect to the Lobby Music series.

In addition, the parties agree that music performances which are presented (i) by a third-party presenter and (ii) at venues not controlled by the Festival are outside the scope of any agreement between the Festival and the A F of M, notwithstanding that such performances may be marketed as part of the Forum.

Signed on behalf of the respective parties on 04/03/2024, 2023:

**THE STRATFORD SHAKESPEAREAN
FESTIVAL OF CANADA**



**TORONTO MUSICIANS'
ASSOCIATION LOCAL 149**



Du Mar 4, 2024 12:49 EST

Letter of Understanding # 7

Between: Stratford Festival of Canada

And: The Toronto Musicians' Association

INTENTIONALLY DELETED

LETTER OF UNDERSTANDING # 8

Between:

THE STRATFORD SHAKESPEAREAN FESTIVAL OF CANADA

- and -

THE TORONTO MUSICIANS' ASSOCIATION, LOCAL 149 OF THE AMERICAN
FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA

- Stratford Controlled Platforms shall be considered the Stratford Festival website, the Festival's paid subscription service currently titled Stratfest@Home and all platforms (including social media) where Stratford is able remove content without notice, without permission.
- For audio-visual capture of performances with Live Musicians and/or recorded incidental music (i.e. where the performance is initially/primarily produced for an audience, and is also to be recorded):
 - For the capture: Recording, live fee and/or performance playback as per terms of the Master Agreement
 - PLUS for the use:
 - Option 1: for on Demand Streaming on Stratford Controlled Platforms
 - \$275.00 for 1st twelve (12) months of use from first use;
 - premiums and doubles as per terms of the Master Agreement in addition to be applied on \$220
 - \$275.00 for second twelve (12) months of use immediately following first use;
 - no premiums and doubles to be applied
 -
 - Any longer use to be negotiated with the AFM through Local 149.
 - Reported on Canadian B8 form
 - Pension as per the Master Agreement;

OR

- Option 2: (a) for 2023, adhere to Canadian Content Production Rules; (b) thereafter, as it is anticipated that the Canadian Content Production Rules will no longer be in effect, the parties will engage in good faith discussions with respect to the terms applicable to distribution other than as specified in Option 1.

- The Festival may choose Option 2 within 12 months of choosing Option 1 but not vice versa.
 - If Option 2 is chosen after Option 1
 - Fees paid on Option 1 shall be credited to fees owing under Option 2.
 - Article 11.02 Pension payments made under Option 1 shall not be credited to Pension owing on Option 2.
- For self—contained live performance audio/visual recordings (i.e. where the performance is initially/primarily produced for recording rather than for an audience):
 - Initial payment for capture and use: \$275.00 for each 2-hour call and 15 minutes of content for twelve (12) months of use from first use on Stratford Controlled Platforms,
 - premiums and doubles as per terms of the Master Agreement in addition to be applied on \$220
 - \$275.00 for additional twelve (12) months of use immediately following the first twelve (12) months of use (regardless of length of content)
 - no premiums and doubles to be applied
 -
 - Any longer use to be negotiated with the AFM through Local 149
 - Reported on Canadian B8 Form
 - Pension as per the Master Agreement
 - This section may be applied retroactively to self—contained live performance audio/visual recordings produced by the Festival after March 16, 2020 provided that these conditions are met.
- The Festival may use promotional terms in article 11.03 of the Master Agreement with any of the above recordings.

Signed on behalf of the respective parties on 04/03/2024, 2023:

**THE STRATFORD SHAKESPEAREAN
FESTIVAL OF CANADA**



**TORONTO MUSICIANS'
ASSOCIATION LOCAL 149**



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