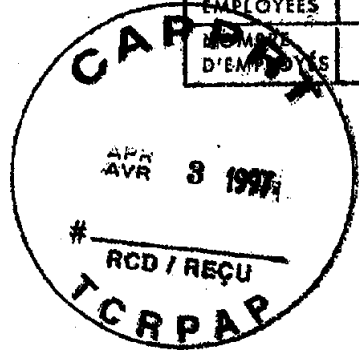


SOURCE	CBC		
EFF.	94	04	01
TERM.	97	03	31
No. OF EMPLOYEES	0		
NUMBRE D'EMPLOYES	D.F.		

**AGREEMENT**



between

**THE CANADIAN BROADCASTING CORPORATION**

and

**THE AMERICAN FEDERATION OF MUSICIANS  
OF THE UNITED STATES AND CANADA**

**RADIO**

**APRIL 1, 1994 to MARCH 31, 1997**

08919(03)

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## ARTICLE 1

### APPLICATION

This Agreement sets forth the terms and conditions under which the Canadian Broadcasting Corporation (hereinafter referred to as "the Corporation") may engage musicians and other persons covered **by this** Agreement in certain phases of its operations which it acknowledges to be within the exclusive jurisdiction of the American Federation of Musicians of the United States and Canada (hereinafter referred to as "AFM").

**This** Agreement applies to the Radio medium, including Radio Canada International, and relates **only** to broadcasting as it is presently **known and** to recording processes described herein as they are presently **known**.

#### Official Texts:

The parties agree that both the English and French texts of this Agreement are official. However, should a dispute arise over the interpretation or meaning **of one** text as opposed to the other, it shall be referred to the Vice-president from Canada, and the English text shall prevail.

## ARTICLE 2

### DEFINITION OF TERMS

In this Agreement, **unless** the context otherwise requires:

2.1

"Advance Recording" means the recording in advance of, or during, a broadcast by recording of **an** entire program, with the exception of A.10, and A.11.

2.2

"Amateur Musician" is one **who** has not, at any time, performed for a fee (excluding compensation in the **form** of a scholarship or a prize as a result of a competition) and is **not, nor has** ever been, a member of the AFM.

2.3

**Arranging** " is the art of making an arrangement of an already written composition for presentation in other than its original form. **An** arrangement shall include reharmonization, paraphrasing and/or development of a composition **so** that it fully represents the melodic, harmonic and rhythmic structures and is in complete score form.

2.4

**Conductor** " or " **Leader** " means the director of any orchestra or choral group.

2.5

**Featured Musician** " means a member of an orchestra playing a solo which is a major feature of the musical composition being played, or **a** member of **an** orchestra who is, during the performance of a given number, required to move from his orchestra position, either alone or with a group from the orchestra.

2.6

**Local** " means a member association of AFM **having**, subject to the jurisdiction of AFM, jurisdiction over the members of AFM in a particular local area.

2.7

**Local Broadcast** " means a broadcast of a program over the facilities of only one station, which program is not broadcast **by any** means over any other station and is not relayed or transmitted by any means outside of **the** coverage area of the originating station; provided that a broadcast of the same **program** over **two** Corporation stations in the same city in French and English for the purpose of serving two language groups in the area shall nonetheless be deemed a local broadcast.

2.8

" **Magazine Program** " is one in which performances are mixed with interviews **and/or** information segments of **a** dissimilar nature. Inserts into such programs will be treated as separate entities.

2.9

**Member** " means a member in good standing of AFM.

2.10

Minimum Basic Fee " means the fee payable under the terms of this Agreement to a member for services rendered as provided herein, including stewards and other applicable fees, but excluding transportation, travel expenses, audience fees and any fees negotiated by the member at rates higher than those payable hereunder.

2.11

" Musician " means a person other than the leader performing as an instrumentalist in an orchestra.

2.12

Network Broadcast " means any broadcast other than a local broadcast.

2.13

" Orchestra " means one or more musicians selected and engaged by the leader on behalf of the Corporation to perform as an ensemble.

2.14

Orchestral Concert Broadcast " is a radio broadcast, either live or advance recorded, of a Symphony/Chamber Orchestra **concert**, or of an opera performance by these orchestras, of which the Corporation is not the prime engager.

2.15

" Orchestration " is the labour of scoring the **various** voices and/or instruments of an arrangement without changing or adding to the melodies, counter-melodies, harmonies and rhythms.

2.16

a) " Pre-recording " means a recording of a portion of a program for incorporation into a complete program. During rehearsals at which pre-recording takes place, the orchestra may be divided for audio pick-up purposes. All members of the orchestra must be contracted for all sessions and paid for all sessions.

- b) At the Corporation's option, for radio variety **programs** up to ninety (90) minutes in length, all musicians engaged for the program shall be paid for a nine **(9)** hour call as outlined in Article A1. Upon such payment, the Corporation shall have the right to divide the orchestra for audio pick-up purposes. Any work beyond the nine **(9)** hours, the musicians who take part in such additional calls shall be paid the applicable work **time** rate.
- c) Overdubbing of single instrumental parts **is** strictly prohibited.

**2.17**

Program Audition " means a performance of a program or part of a program which is not broadcast and which is used to determine the suitability of the performance for the program in question and whether or not the program or part thereof shall be broadcast at a later date or time.

**2.18**

" Recital " means a program of **music**, vocal or instrumental, ready for performance prior to the engagement except for additional work time, featuring exclusively and entirely a person or group of persons.

**2.19**

- a) " Recitalist " means an instrumentalistsuch as a pianist, organist, violinist, etc., who is featured in a recital with or without accompanist(s).
- b) Chamber Groups in Recital ": Where, in a recital of 'serious' music, a group of eight **(8)** or fewer musicians **excluding** a conductor **is** engaged to perform works ready for performance from a prepared repertoire, the rates in Schedule **B.9** shall apply. **This** article shall not apply to individual recitalists and their accompanist(s). **The number of musicians will be determined by the number performing, and not by the number of musicians on contract with the prime engager.**

**2.20**

Rehearsal Pianist (or other instrumentalist)" means a **single** instrumentalist who does not record and who **is** engaged to rehearse singers or actors for broadcasts or recordings thereof or therefor, providing that such rehearsal pianist is not replaced by the use **of** recorded tapes and recording does not take place.

.21

- a) "Remote Broadcast" means a broadcast or recording of a musical performance, whether in whole or in part, from a location other than a broadcasting studio, which performance is not primarily produced by the Corporation or the advertiser or advertisers or the agent of any of them, the broadcasting whereof has no bearing on whether or not the performance would be produced.
- b) "Advance Recorded Remote" means a remote broadcast paid for under C.1, C.3 or C.4.

2.22

Simulcast " means a program which is broadcast over both (Radio and Television) media and is simultaneously transmitted or subsequently re-transmitted once by means of recording over the other media not more than seven (7) **days** thereafter.

2.23

" Single Musician " means the sole performing musician on a program (providing the musician is not a recitalist). See **also** Article 21.4.

2.24

Soloist " means an instrumentalist (other than a featured musician or recitalist) performing a solo or solos with an orchestra during any musical selection or an unaccompanied solo work (excluding brief unaccompanied novelty or sound-effect bits). If the soloist is a member of the orchestra, the highest fee applicable prevails.

2.25

Sound Consultant (Music): When a member is engaged on a separate contract to assist or advise the producer or sound technician as to the musical sound quality during additional work time or broadcast, he shall receive a fee as set out in Schedule "B". CBC personnel, including producers, may not be engaged on AFM contracts for services as sound consultants when they are engaged for other services on the same program/engagement.

2.26

" Talent Audition " means a performance not broadcast and intended to determine the performing suitability of the musician or musicians concerned without specific reference to any program or part of a program.

## ARTICLE 3

### AUDITIONS

#### 3.1 Talent Audition:

All musicians taking part in talent auditions, wherever held, shall be paid at least **fifty percent (50%)** of the **minimum** basic fees, including additional work time, for a broadcast of the same length as the audition, with the exception that no payment need be made to the orchestra or soloist receiving **an** engagement as a result of the talent audition. If a **musician** requests a talent audition, no payment need be made.

#### 3.2

Auditions may be recorded subject to the following terms and conditions --

##### 3.2.1 Program Audition:

All musicians taking part in program auditions, wherever held, shall be paid at least **fifty percent (50%)** of the minimum basic fees, including additional work time, for a broadcast of the **same length as the** audition.

##### 3.2.2

If the program audition is broadcast, all the musicians who took part in the audition recording **will** be paid additional fees equivalent to the difference between the fee provided **in** Article 3.2.1 and the **minimum** basic fees for **an** advance recording of the same length **as** the program audition, including additional work time, and the program audition shall be thereupon subject **to** all the terms and conditions governing advance recordings in this Agreement.

##### 3.2.3

Except as provided in Article 3.2.2, **the** Corporation **will not**, under **any** circumstances, exhibit such audition recordings publicly on broadcasts, in theatres, or in any other manner except privately to (a) Corporation program officials, and to (b) prospective clients and advertisers for the purpose of selling a show of which the audition recording is a sample.



**.2.4**

~~The~~ Corporation **will** at all times retain ownership and control of **all** audition recordings or copies thereof and each such recording and copy shall bear a prominent legend, the language of which shall be approved by the AFM, setting forth the conditions herein set forth in sub-paragraphs 3.2.2 and 3.2.3.

**3.3**

**An** accompanist playing for an audition or auditions, either vocal, instrumental or dramatic, shall be paid in accordance **with** the **minimum** basic fees set out in Schedule "B", provided the performance is not broadcast or otherwise publicly exhibited in any way.

ARTICLE 4

ADVANCE RECORDINGS

**4.1**

- a) Radio advance recordings may be released over each of the **owned** or affiliated stations of the CBC English and/or French networks and/or Northern Service stations and/or Radio Canada International.
- b) All radio programs other than orchestral concerts (Article **9.6**) may be broadcast two **(2)** times over each Corporation owned and affiliated station upon payment of the **base** fees set out in the Agreement (i.e., **AM/FM** or **AM/AM** or **FM/FM**). Additional plays will be at **fifty percent (50%)** for each replay. **One (1) play shall be considered one (1) play on either AM or FM on the English language service, plus one (1) play on either AM or FM on the French language service.**

**4.2**

The Corporation agrees that it will not purchase, lease, hire, or make use **of**, in **any** way, an advance recording which has been made in Canada, the United States of America, its territories or possessions unless such advance recording has been produced by a person, **firm**, or corporation which is a party to an AFM Agreement relating thereto and such use is thereby permitted.

**4.3**

The Corporation agrees not to make, or permit the use of its facilities for making, or otherwise give aid and assistance in the making of any advance recording containing **music** or pictures of musicians rendering a musical performance, for or on account of any other person, **firm** or corporation, unless first authorized in writing by the Vice-president from Canada **on** behalf of the AFM.

#### 4.4

The Corporation may provide a copy of **an** advance recording to any performer taking part in the advance recording, provided that the release form has been signed **by** the recipient **of** the recording and copies have been delivered to AFM and the local in whose jurisdiction the advance recording was made. When such recordings **are** released, the Corporation undertakes to render such copies unfit for commercial use.

#### 4.5

With the exception of simulcasts, the Corporation agrees that it **will** not use or deal with the musical portion of any advance recording made hereunder at any time for any purpose whatsoever, except to accompany the visual portion of the advance recording for which the said musical portion **was originally** prepared.

#### 4.6

The Corporation agrees that it **will** not give, sell or otherwise dispose of any advance recordings made by it for any **use** not specifically authorized in **this** Agreement, unless first authorized in **writing** by the Vice-President **from** Canada **on** behalf of the AFM.

#### 4.6.1

The substance and intent of this Article 4.6 shall be incorporated in all agreements pursuant to which the Corporation **may** grant any rights to **use** such advance recordings.

#### 4.6.2

The obligations created by this Article 4.6 shall survive the Agreement for **so long as** the advance recordings referred to in this Agreement **shall** remain in the hands of any corporation or person other than the AFM.

#### 4.6.3

It is further agreed that the AFM may enforce compliance with this Article **4.6** during the period referred to in sub-paragraph 4.6.2, as well **as** during the term of **this** Agreement.

ARTICLE 5

AUDIENCE FEE

5.1

With the exception of remote broadcasts, all members required to perform before an audience shall be paid the applicable audience fee as set out in Schedule "B".

ARTICLE 6

WARM-UPS AND AFTER SHOWS

6.1

If musicians are required to perform warm-ups or after shows, they shall receive additional fees as provided in Schedule "A", Item A.2.9, in segments of fifteen (15) minutes.

~~All~~ musicians engaged for the broadcast shall be engaged for such service.

6.2

When ~~musicians~~ are specifically engaged for a warm-up or after show and not for the broadcast, the following conditions apply:

i) Two-Hour (2) ~~minimum~~ call

Musician

\$ 74.00

Leader - Double the above fee.

Steward - 10% of musician's fee.

ii) Overtime - Pro-rata in 1/2-hour segments.

## ARTICLE 7

### OUT-OF-TOWN ENGAGEMENTS

#### 7.1

When a member of a local engaged for a broadcast or any other service in any way connected with such broadcast is required to perform an engagement at a location more than twenty-five (25) miles from the principal Corporation studio in that local, he shall be paid, during such engagement, at the rate of at least fifty percent (50%) over and above the minimum basic fees provided in this Agreement for such service, except:

#### 7.1.1

- a) When a leader or contractor engaged by the Corporation engages a musician or musicians from another local to augment his orchestra after obtaining clearance to do so from the local in whose jurisdiction the engagement takes place; or,
- b) when the Corporation is not the prime employer, and musicians from another local are engaged to augment an orchestra, the conditions of Article 7.1 will not apply.

#### 7.1.2

When the Corporation engages a group of musicians to perform on a series of programs, one or more of which will be produced in another jurisdiction, the out-of-town fee shall be a matter of negotiation between the Corporation and the local in which the members reside.

#### 7.2

During the period of all out-of-town engagements, in addition to all fees payable under Article 7.1, the Corporation shall pay actual transportation expenses necessarily incurred by members. If the out-of-town engagement is twenty-four (24) hours or less in duration, the Corporation shall, in addition, pay actual out-of-pocket expenses incurred by members. If the out-of-town engagement is for more than twenty-four (24) hours, the Corporation shall, in lieu of paying said out-of-pocket expenses, pay each member Ninety-one dollars and seventy cents (\$91.70) per day or fraction thereof, except that where the Corporation makes available first-class board and lodging, the Corporation shall pay each member Ten dollars and ten cents (\$10.10) per day or fraction thereof. Travel outside Canada shall be negotiated in each instance.

7.3 Lay-Over Premium:

If a member is specifically required by the Corporation to lay-over at or near the place of engagement without being required to perform between out-of-town engagements, he shall be paid a fee of Twenty-five dollars and fifteen cents (**\$25.15**) for each day or fraction thereof of such lay-over in addition to the fee of Ninety-one dollars and seventy cents (**\$91.70**) provided for in Article 7.2.

7.4

When the Corporation requires or pre-authorizes a musician to travel, the allowance detailed in Clause 7.2 will apply, including mileage as set out elsewhere in the Agreement. For travel of less than twenty-four (**24**) hours, expenses shall be defined as not less than:

Breakfast	<b>\$8.00</b>
Lunch	<b>\$11.00</b>
Dinner	<b>\$19.75</b>

ARTICLE 8

BROADCAST/ENGAGEMENT

8.1

A live broadcast may be moved from its scheduled time or cancelled in order to make such scheduled time available for the broadcast of an event, speech or program of special importance or for any similar reason, but members engaged for such program shall not thereby be deprived of employment, **AND NOTIFICATION SHALL BE GIVEN TO THE LOCAL A.F. OFM.** Such members may be engaged to perform equivalent services on the same day. If any member is not so engaged, or if, due to the change in time of the engagement, any member, by reason of any other contracted musical engagement, is unable to perform, he shall be excused from performing but shall be paid at his contracted fee for the pre-empted broadcast, including work time, and any other services required for the said pre-empted broadcast. This Article shall not apply to advance recordings.

## 8.2

In the event a program is prevented **from** taking place by a national emergency or **by** the failure of facilities due to war, fire, earthquake, hurricane, flood or other causes beyond the reasonable control of the Corporation, the Corporation shall be relieved of any obligation to pay members engaged for such program or for any **incompleted** work time related thereto for services to be rendered after the time at which such emergency or failure occurs. The Corporation shall re-engage members affected by this clause to complete performances of their services within thirty (30) days after the emergency is over or the failure is remedied, but if any musician, by reason of any other contracted musical engagement, is unable to perform, he shall be excused **from** performing. In cases of emergency, such issues as mechanical failures and/or illness will be referred to the Vice-president **from** **canada** of the **AFM**.

## 8.3 Postponement:

In the event that an engagement is prevented from taking place due to circumstances beyond the Corporation's control, and the Corporation advises the Vice-president from Canada of the circumstances **at** least forty-eight (48) hours prior to the engagement date, the Corporation shall be relieved of any obligation to pay. The Corporation shall re-engage members affected by this clause to provide their services **within** ninety (90) days of the originally contracted service **date(s)**. If any of the musicians booked for the postponed engagement cannot accept the re-scheduled engagement **date(s)**, they should be paid.

## 8.4

Rates and conditions governing the **services** of members for local broadcasts shall be negotiated between the local concerned and the Corporation.

## ARTICLE 9

### REMOTES

## 9.1

No remote broadcast or recording may take place prior to the commencement of the primary contracted engagement **from** which the remote is being taken.

Upon payment of the fees provided in Item C.3 (non-orchestral or **advance** recorded remotes) in Schedule "C", a remote may be advance recorded.

The following special categories shall apply:

- Conductor/Leader double the musicians fee;
- Contractor **fifty** percent (**50%**) above the musicians fee;
- Soloists double the musicians fee;
- Steward ten percent (10% of **the** musicians fee;
- Sound Consultants shall be paid according to schedule **B.2.1**.

The following Articles will NOT apply:

- 5.1 · · Audience Fee
- 21 · Special Categories; except as above
- 23 · Doubling
- A.8** · Premium Fee

### 9.3

The rates provided for remotes do not include any rehearsal. If **any** rehearsal is required for a remote broadcast or recording, the terms, conditions and fees **set out** in Schedule "A" shall apply. If the Corporation instructs or directs in any manner the musicians rehearsing for **an** engagement intended to be a remote broadcast, such rehearsal shall be deemed to be a Corporation rehearsal which shall be paid for as **additional** work time.

In the application of remote provisions, the Corporation has the **right** to attend a rehearsal to set up and align equipment, and observe the performance. However, the Corporation will not be permitted to direct or interfere with the conduct of such rehearsal **and** will ensure that technical arrangements will be kept to the **minimum** required.

### 9.4

Notwithstanding Schedule "A", in the case of a Corporation rehearsal which immediately precedes the primary contracted engagement **from** which the remote is being taken, provided that the length of time between the end of **the** Corporation rehearsal and the commencement of the primary engagement is no longer than thirty (30) minutes, the maximum rehearsal shall be one (1) hour **at** the applicable work time rate.

#### 9.4.1

In the event the Corporation wishes **to** move the one (1) hour rehearsal referred to in 9.4 above, the Corporation will request **permission** of the orchestra thirty (30) days in advance of the concert involved.

#### 9.4.2

When CBC requests a sound check for the placement of equipment, the musicians will be paid an additional one (1) hour at the additional work time rate of thirty-two dollars (\$33.00) per hour which shall include a one (1) hour call immediately prior to the commencement of the engagement, the first half (1/2) hour of which *can* be used for the placement of equipment and sound check purposes.

#### 9.5

The Corporation may choose the musical selections it **will** record ~~from~~ the remote engagement. Such choice will be indicated on the contract for the remote broadcast. **This** choice may be revised **by** the Corporation provided that the local and the leader receive written notice thereof prior to the engagement. *All* time during which recording is done shall be paid for at the applicable remote fees.

#### 9.6 Orchestral Concert Broadcasts:

The following conditions apply to an orchestral concert broadcast:

##### 1. First Use:

a) **The** Corporation may record full concerts **or** concert segments as detailed in Schedule "C". **Concerts or concert segments of ninety (90) minutes and longer shall include intermission; concerts or concert segments of less than ninety (90) minutes shall not include intermission. Intermissions occurring prior to or following the concert or concert segment shall in no case be counted toward the length of the concert or concert segment.**

b) The titles of the selections **to** be recorded and their **timings** shall be Listed on the contract.

The Corporation will elect in advance to contract **for a specific number of plays or specific CBC unlimited use window as per** Schedule "C".

##### 2. Re-Use: The Corporation will have the right **to** repeat such broadcasts upon payment of the following fees, **or, if applicable, upon payment of fees as** detailed in Article 10:

- i) Single Repeat - **50%** of base original fee
- ii) Additional 2 plays - **100%** of base original fee
- iii) Additional 3 plays - **100%** of base original fee



The Corporation will have the right to:

- a) Release orchestral concert broadcasts once throughout the world. Such release **in** the U.S, **only** shall be limited to public non-commercial radio stations,
  - b) Record two (2) performances of an identical concert and **select the best recorded segments from each to comprise the broadcast performance.**
  - c) **Broadcast works recorded in one (1) remote may be broadcast separately on different programs. The parties agree to assess this provision during the life of the Agreement and further agree that its continuance will be subject to negotiations during the next round of negotiations and agreement by both parties that the provisions of this clause will continue.**
4. Sale of these programs in the U.S. will be paid for in accordance with provisions of Article 11 of this Agreement.
5. The following Articles do not apply to orchestral concert broadcasts:
- |            |   |                     |
|------------|---|---------------------|
| <b>5.1</b> | - | Audience Fees       |
| <b>23</b>  | - | Doubling            |
| <b>A.8</b> | - | Premium Fee         |
| <b>21</b>  | - | Special Categories; |
- EXCEPT**
- |             |   |   |
|-------------|---|---|
| <b>21.3</b> | - | Soloist -when <b>such</b> soloist is a regular member of the orchestra then the soloist shall be paid double the musicians fee; and |
| <b>21.6</b> | - | <b>Sound</b> Consultant • when hired <b>by</b> the Corporation shall be paid according to Schedule B.2.1                            |
6. The Corporation shall engage a steward according to Article 19 of this Agreement.
7. A contract shall be executed and provided to the local in advance of the broadcast or recording by a playing or non-playing contractor. Said contractor shall be engaged in accordance with Article 20 save that 20.4 applies **only** as to the **fifty** percent (50%) additional to his sideman's fee.

8. All members under contract with the prime engager of the concert and those engaged for the performance including playing or non-playing librarians to a maximum of two (2) (broadcast or recorded) shall be paid the applicable fees. Non-playing librarians shall be paid not more than the sideman's fee. Playing librarians shall receive twenty-five percent (25%) additional to the sideman's fee.

9. The names of the orchestras to which this Article applies are on file with the Corporation. Any changes and/or additions must be agreed to by the Vice-president from Canada of the AFM.

10. For fees see Schedule "C" of this Agreement.

9.7 Opera Broadcasts:

The following provisions will apply to an opera broadcast:

1. In consideration of the payment of the appropriate fees in Schedule "C" of this Agreement, the Corporation may:

- a) Broadcast all radio programs
  - i) on Corporation owned and affiliated station as per the prepayment option selected by the Corporation; and
  - ii) once throughout the world as per Article 11.4 (d). Upon payment of base fees, the Corporation is entitled to two (2) plays over each Corporation owned and affiliated station (i.e., AM/FM or AM/AM or FM/FM). One (1) play shall be considered a single play on either AM or FM on the English language service, plus a single play on either AM or FM on the French language service.
- b) Record consecutive operas of an identical program a maximum of two (2) times and select the best recorded segments from each to comprise the broadcast performance.

2. The following Articles do not apply to Opera Broadcasts:

- 5.1 - Audience Fees
- 23 - Doubling
- A.8 - Premium Fee
- 21 - Special Categories; **EXCEPT**
- 21.6 - Sound Consultant - when hired by the Corporation shall be paid according to Schedule B.2.1

3. The Corporation shall engage a steward according to Article 19 of this Agreement.

A contract shall be executed and provided to the local in advance of the broadcast or recording by a playing or non-playing contractor. Said contractor shall be engaged in accordance with Article 20, save that 20.4 applies only as to the **fifty percent (50%)** additional to his sideman's fee.

5. All members under contract with the prime engager of the opera and those engaged for the performance including playing or non-playing librarians to a **maximum** of two (2), (broadcast or recorded) shall be paid the applicable fees. Non-playing librarians **shall** be paid not more than the sideman's fee. Playing librarians shall receive twenty-five percent **(25%)** additional to the sideman's fee.

## ARTICLE 10

### RE-USE OF PROGRAMS

#### 10.1

**All** radio programs may be broadcast

i) on Corporation **owned** and **affiliated stations** as per the prepayment option selected by the **Corporation as** indicated on the original contract; and

ii) **once** throughout the world as per Article 11.4 (d). **Upon** payment of base fees, the Corporation **is** entitled to **two (2)** plays over each Corporation **owned and affiliated stations** (i.e., AM/FM or **AM/AM** or **FM/FM**). Additional plays **will** be at fifty percent (50%) of the **base fee**, or at the appropriate **re-use rate** as per Article 10.4. One **(1)** play shall **be considered** a single play on either AM or FM on the **English** language service, plus a single play on either **AM** or **FM** on the French language service.

#### 10.2

**Single Station Re-use:** A single station may re-use a single program upon payment of **fifty percent (50%)** of the local scale rate applicable in the location in which the re-broadcast takes place. **All members on** the original engagement shall be paid the re-use fees.

Where no local rate is applicable, the normal re-use fee of this agreement will apply as in 10.1 or **10.4**.

### 10.3 Children's Program Segments:

Segments without music in segmented children's or educational-type programs may be distributed without fee.

#### 10.4

a) Where the Corporation re-uses within a fifteen (15) week period, thirteen (13) programs or concerts from a specific program series, concert sponsor or organization, the Corporation will pay a re-use fee of forty-five percent (45%) of original fees.

b) Where the Corporation re-uses within a thirty (30) week period, twenty-six (26) programs or concerts from a specific program series, concert sponsor or organization, the Corporation will pay a re-use fee of forty percent (40%) of original fees.

c) The provisions of this clause apply to re-use for one (1) play on CBC owned and affiliate stations only. Programs must all be selected for re-use at the same time, and re-use payments for all programs re-used must be made upfront in a single payment,

### 10.5 Program Segments (Excerpts):

The Corporation has the right to extract a portion of a program for insertion into a magazine program. Musicians taking part in each such segment/excerpt shall be paid in accordance with A.2.7. Such extracts will be no more than three minutes in length.

#### 10.6

It is agreed that the Corporation may distribute any program or recording according to the terms and conditions of this Agreement, and it is further agreed that any further use or distribution of any program or recording is in accordance with the supplemental market provisions agreed to between the Corporation and the AFM.

#### 10.7

Where the Corporation wishes to re-use a program or program segment twenty (20) years old or older, and neither the Corporation nor the Federation is able to identify any of the musicians involved in the original recording, payment shall be made to the A.F.M.-E.P.W. fund through the Vice-President from Canada as follows:

i) for orchestral recordings: Sixty dollars (\$60.00) per minute for the first (1st) to fifteenth (15th) minutes; Forty-five dollars (\$45.00) per minute for the sixteenth (16th) to thirtieth (30th) minutes; Twenty-five dollars (\$25.00) per minute for any time over thirty (30) minutes;

ii) for non-orchestral **recordings**: Forty dollars (\$40.00) per minute for the first (1st) to **fifteenth** (15th) minutes; Thirty dollars (\$30.00) per minute for the sixteenth (16th) to thirtieth (30th) minutes; **Twenty** dollars (\$20.00) per minute for any time over thirty (30) minutes,

If either the Corporation or the Federation is able to establish the identity of any living musician involved in the original recording, the provisions of this clause will not apply.

## ARTICLE 11

### SUPPLEMENTAL MARKETS, DISTRIBUTION AND NON-BROADCAST USE

#### 11.1

The provisions of *this* Article shall apply **to** all programs initially produced for free radio, either prior to or during the term of this Agreement, which are actually distributed in Supplemental Markets during the term of *this* Agreement. With the consent of the Vice-President ~~from~~ Canada of the AF of M, the provisions of *this* Article shall **also** apply to such programs which have been committed for distribution in Supplemental Markets, but which have not actually been released in these markets during the term of this Agreement. **This** does not include recordings made under the Broadcast Recording provisions of this Agreement or under the Phonograph Record Labour Agreement.

#### 11.2 Definition of Supplemental Markets:

The term "Supplemental Markets", **as** used in *this* Agreement, means only: **The** use of radio programs by means of cassettes, pay-type CATV, pay television, **cable television and Radio Works, Internet, CD ROM** or free radio as those terms are hereafter defined in this paragraph, and the use of radio programs on *any* commercial carrier, such **as** commercial airlines, trains, ships and buses (referred to herein as "in-flight"), or **any other means of non-CBC re-use not as yet established.**

#### 11.2.1

**For** the purpose of this Agreement, a cassette is any audio device, including, without limitation, cassette, cartridge, phonogram or other similar audio device **now** known or hereinafter devised, containing a radio program (recorded on disc, tapes or other material) and designed for replay **on** a home-type screen or radio. The sale or rental of cassettes for replay on a home-type screen or radio in the home, for educational use, or in other closed circuit use, such as hotel **rooms**, constitutes the "Supplemental Market" for the purposes of this Agreement.

#### 11.2.2 Pay-Type CATV:

Use of radio programs on home-type television by means of transmission **by** a Community Antenna Television System (**CATV**) where, in addition to the obligatory general cable charge **to** the subscriber for the CATV service: (i) **a** further charge is made for programs selected by the subscriber; or, (ii) the subscriber has the option, by **making** payment, in addition to the standard subscription charge, to receive special programming over one or more channels which are not available to the subscriber without such additional payment.

#### 11.2.3 Pay Television:

Use of radio programs on a home-type television **by** means of broadcast, cable or closed circuit in which the audience pays to receive the program **by making** a separate payment for such specific programs.

#### 11.2.4 Free Radio:

Use of radio programs on a home-type radio set **by** means **of** broadcast for which the audience makes **no** payment.

### 11.3 Computation of Payment

#### 11.3.1

- a) Supplemental market **fees** paid **to** musicians will total **five percent (5%)** of distributor's **gross receipts** for individual programs in **which** there **are fewer than fifty (50)** units; and **ten percent (10%)** of distributor's **gross receipts** for individual programs in which there are **fifty (50)** or **more** units (excluding theme musicians). Individual musicians will receive pro-rata **supplementary market fees based on** their unit value.
- b) Distribution of units shall **be as follows:**
  - i) **Conductor/Leader; Single Musician, Arranger - two (2)** units each,
  - ii) **Sideperson; Contractor; Copyist; Librarian; Sound Consultant; Rehearsal Pianist - one (1)** unit each.
- c) Stations Broadcasting in French:  
**Upon** payment of **six percent (6%)** of the original fee for France, **four percent (4%)** for Belgium, and **four percent (4%)** for each additional country, including the U.S., **to** a maximum of **fourteen percent (14%)**, the Corporation may release French programs or re-edited French programs to French-language broadcasters. The above is for unlimited use in a time span of **seven (7)** years.

**Foreign Use (Program Segments):**

Foreign distribution outside of North America of program segments of special productions may be negotiated with the AF of M through the office of the Vice-president from Canada.

e) **Children's Program Segments:**

Segments without music in segmented children's or educational-type programs may be distributed without fee.

f) **Re-editing of Programs for Supplemental Market Use:**

The Corporation shall have the right to re-edit a specific program or a specific program series for supplemental market use. Musicians involved in the re-edited program(s) shall be paid in accordance with the supplemental market rules.

11.3.2 **Supplemental Market Fees**

a) **Definition of Distributor's Gross Receipts**

In applying the formula set forth in this section for calculating Supplemental Market fees, distributor's **gross** receipts shall be included in the formula at 100% of the actual amount of such **gross** receipts for all Supplemental Markets.

**As** used herein, the term Distributor's Gross Receipts shall mean the absolute **gross** income received by all distributors (as hereinafter defined) of such radio program **from** the Supplemental Market use thereof anywhere in the world, and including the case of a "foreign territorial sale" by **any** such distributor, the income received **from** such sale by such distributor but not the income received by the "purchaser" or the "licensee". "Distributor" as used in this Agreement shall mean the Producer when it distributes such program for Supplemental Market use through its own distribution facilities and all other distributors engaged by Producer to distribute such program for Supplemental Market use.

The distributor's **gross** receipts shall not include:

- 1) **Sums** realized or held by way of deposit as security, until and unless earned, other than such **sums as** are non-returnable;
- 2) Rebates, credits or repayments for cassettes returned (and in this connection, the Producer shall have the right to set up a reasonable reserve for returns);

- 3) Sums required to be paid or withheld as taxes, in the nature of turnover **taxes**, sales taxes or similar taxes based **on** the actual receipts of such program or **on** any monies to be remitted to or by the Producer or such other distributor; but, there shall not be excluded from the distributor's gross receipts any net income tax, franchise **tax** or excess profit tax or similar **tax** payable by the Producer or such Distributor on its net income or for the privilege of doing business;
- 4) Frozen foreign currency until the Producer shall either have the right **to** freely use such foreign currency, or Producer or Distributor has the right to transmit to Canada to Producer or Distributor such foreign currency **from** the country or territory where it is frozen. If such currency may be utilized or transmitted **as** aforesaid, it shall be deemed to have been converted to Canadian dollars at the rate of exchange at which such currency was actually transmitted to **Canada** as aforesaid, or if not actually transmitted, then at the prevailing free market rate of exchange at the time such right to use or to transmit **occurs**. Frozen foreign currency shall be deemed to be unblocked on the basis of "first in, first out" unless otherwise allocated by local foreign fiscal authorities. Allocation of such unblocked funds as between revenue which serves as the basis of determining payments hereunder and other revenue shall be on a proportional basis, subject to different **earmarking by** local foreign **fiscal** authorities.

b) **Allocation of Gross Receipts**

If any agreement for distribution in the Supplemental Market includes more than one program, or includes more than one Supplemental Market, the Producer shall make a reasonable allocation for the purpose of determining payments due hereunder.

c) **Time of Payment and Reports**

Payments of **any** Supplemental Market fees due under *this* Paragraph (d) shall be made **within** forty-five (**45**) days of the following dates, March 31, June 30, September 30 and December 31.

The monies due to musicians will be paid on separate cheques and will be forwarded to the Vice-president from Canada together with information on a list of the sales and revenue and a copy of the AFM Form B Contract engaging musicians. The copy of the **Form B** Contract is only required on the first sale.

The Federation shall have the right, at reasonable times, to examine the books and records of the Producer insofar **as** they relate **to** the Producer's **gross** from distribution in Supplemental Markets.



If, during the term hereof, the Federation shall enter ~~into~~ **an** agreement ~~with~~ any other Producer upon terms more favourable than or different ~~from~~ those contained in this Agreement, Producer shall have the right at its option to cause this Agreement to be conformed therewith.

11.4 Prepaid Release Rights

a) **Unlimited** Release Rights (All markets excluding CBC Owned and Affiliated Stations and Free Radio in Canada)

At its option, the Corporation may acquire the **following** release rights, provided such **rights** are exercised no later than **six** (6) months from the completion of recording. In the event that the Corporation acquires the release rights in ~~this~~ Article, the Vice-President ~~from~~ Canada of the AFM will be advised.

Upon payment of one hundred and ~~twenty-five~~ percent (**125%**) of the musician's total fee, the Corporation shall be entitled to **distribute** a program **in all countries** throughout the world (excluding CBC Owned and Affiliated Stations and Free Radio in Canada), in all media, for a period of seven (7) years in each defined market. Further seven (**7**) year periods may be purchased on payment of **a** further one hundred and ~~twenty-five~~ percent (125%).

Calculation of Seven (7) Year Prepaid Use Period

The period of seven (**7**) years for broadcast use will be ~~from~~ the date of first release. All other uses will be ~~from~~ the date of first release in any market, and/or territory, cable, Pay-TV, audio cassette, **etc.**

b) Prepaid Foreign Use (Free Radio):

Programs made for free radio may be broadcast upon payment of the following pre-use percentages, which shall be based on the total amount paid **to** members in respect to the original broadcast of the program, unless other wise outlined elsewhere in this Agreement:

- |     |                                   |            |
|-----|-----------------------------------|------------|
| i)  | World (excluding U.S. and Canada) | <b>45%</b> |
| ii) | U.S. only                         | <b>30%</b> |

11.4 c)

**The Corporation will have the right to release all broadcasts once throughout the world (excluding Canada) on Public, Non-commercial radio stations and/or Networks without payment to musicians. In the event the Corporation receives any revenue for such release the provision of Article 11.3 shall apply.**

**11.5      Non-Broadcast Use - Prepaid**

Upon payment of **twenty-five percent (25%)** of the total **amount** paid to members in respect to the original program, the Corporation shall have unlimited non-broadcast use for a period of seven (7) years.

**This will not** include retail sales.

**11.6**

The provisions of this Supplemental Markets agreement shall not apply to domestic re-use of CBC radio programs **on** CBC owned and affiliated stations.

**11.7**

The Corporation agrees **to report** quarterly to the Vice-president **from** Canada **of** the AF of M under this Agreement **on an** individual program basis. **This** report will contain the name of **the** program, where it was sold, the sale price **and** the total amount paid to musicians, along with the name of the leader involved.

**11.8**

The provisions of Article 33 (AFM-EPW Pension Fund - Canada) apply **to** Supplemental Markets.

**11.9**

It is understood that the monies accrued in the Supplemental Markets **can** be credited to the guaranteed expenditure, separately signed with the AFM.

## ARTICLE 12

### EDUCATIONAL USE

#### **12.1 NON-BROADCAST EDUCATIONAL USE (LOAN)**

The Corporation may release for non-broadcast, educational use, by loan, any recording of a program to an accredited, non-profit making, ethnic, religious, cultural or educational organization or institution, provided that the responsible officer of said organization or institution signs the Corporation's standard release form.

## ARTICLE 13

### FESTIVALS AND COMPETITIONS

#### **13.1**

The Corporation may enter its programs in festivals and competitions and authorize all uses ancillary and incidental thereto without additional payment. However, if, as a result, the programs are broadcast, residual fees shall be paid in accordance with the applicable conditions of this Agreement.

## ARTICLE 14

### PUBLICITY, PROMOS, BILLBOARDS, THEMES AND BANK ACTS

#### **14.1 Trailers and Promos:**

##### **14.1.1**

The Corporation shall have the right to excerpt up to three (3) minutes ~~from~~ its programs, which excerpt may be broadcast **only** as a trailer or for promotional purposes for that broadcast without payment to members. Such promotional trailer shall not contain any advertising nor shall it be preceded or followed by any advertising which is tied in to the promotional trailer or which is advertising of an advertiser on the program which is being promoted by such trailer.

### 14.1.2

- a) Trailers or promotional announcements for its programs may be recorded upon payment to the musicians taking part in such recordings of One hundred and seventeen dollars and forty-five cents (~~\$117.45~~) per musician; leader, single musician, or contractor, • Double.

For a single **minimum** session of one (1) hour during which **no** more than three (3) trailers or promotional announcements may be recorded, the total length of which may not exceed three (3) minutes in the aggregate, and to the arrangers and **copyists** taking part therein of the applicable **minimum** basic fees set out in **this** Agreement. If ten (10) or more musicians and leader are engaged for any session, a contractor shall be engaged. Overtime continuously **following** a session, during which one additional one (1) minute of trailer or promotional announcement may be recorded for each twenty (20) minutes of such overtime shall be paid for at the rate of one-third of the rate applicable to the minimum session for each unit of twenty (20) minutes or final fraction thereof. Any work which is not continuous shall be paid for as additional sessions.

- b) The Corporation will be entitled to apply the work time rate which will be a minimum of one (1) hour immediately preceding the **session**. In the event that there is a separate call, such call **shall** be a three (3) hour **minimum** at the **work** time rate. It is understood that no recording may take place during the rehearsal (work time).

### 14.1.3

**A** trailer or promotional announcement produced under **this** Article **14.1** may be broadcast an unlimited number of times during any one season. Any such trailer or promotional announcement shall not exceed **sixty** (60) seconds in duration and shall not contain any advertising, nor shall it be preceded or followed by any advertising which is tied in to the trailer or promotional announcement or which is advertising of an advertiser **on** the program which is being promoted by such trailer or promotional announcement.

## 14.2 Themes and Billboards

### 14.2.1

Theme music for its programs broadcast as a series may be recorded upon payment to the members taking part in such recordings of the minimum basic fees set out in Schedule "E" and in accordance with the terms and conditions set out in this Article **14.2** and in the said Schedule "E",

#### **14.2.2**

Recorded theme music produced under this Article may be used **only** at the openings and closings of programs and between segments of programs and may be used only in the series of programs for which it was originally made.

#### **14.3**

Theme music may be used on the specific program on which it was contracted for a period of one (1) year. Each year thereafter - **fifty percent (50%)**.

#### **14.4**      Station ID's and Program Area Themes:

Station ID's and Program **Area** Themes can be recorded for **52** weeks use upon payment of fees in E. There shall be a one hour minimum call during which, up to 5 ID's or Program Area Themes can be recorded, but not to exceed one minute in total. Each subsequent minute shall constitute another **session**. Additional time over and above the one-hour minimum shall be **an** additional one-hour call during which the Corporation may record up to an additional **5 ID's** not to exceed one minute.

#### **14.5**

**Theme music for regional programs shall be recorded in the jurisdiction of the local where the production of the series originates.**

#### **14.6**      Bank Acts

##### **14.6.1**

The Corporation will give notice to the Federation when a Bank Act is to be recorded (i.e. an act made ~~for~~ a program other than the one for which the musicians were engaged).

##### **14.6.2**

Bank Acts will be made for a particular program series and cannot be used **in** a Variety Special **show**.

##### **14.6.3**

There must be an orchestra engaged on **every** show in which **Bank Acts** are exhibited.

##### **14.6.4**

Musicians performing **on** a Bank **Act** shall be paid for the actual hours worked **on** the **Bank Act** **and**, in addition, a three-hour (3) minimum call.

**14.6.5**

Musicians who perform on a Bank Act and are not engaged for the program in which the Bank Act is exhibited will additionally receive the air rate for the program plus an amount to equal the **minimum** guaranteed rehearsal **hours** applicable to said program.

**14.6.6**

Re-use payments for musicians who perform on a **Bank** Act and are not engaged for the program in which the **Bank** Act is exhibited shall be based on the air rate plus **minimum** rehearsal **hours** required for such program.

**14.6.7**

Re-use payments for arrangers, orchestrators and copyists who prepare music for a **Bank** Act ~~shall~~ be based on actual wages earned at scale.

**ARTICLE 15**

**BROADCAST RECORDING**

The provisions of this article shall apply for the making of a "Broadcast Recording."

**15.1**

**For** the purposes of this Agreement, Broadcast Recording refers to a disc(s) or tape(s) ~~or~~ other device(s) produced under the terms and conditions of this Article **15**.

**15.2**

All members performing a service under this Article **15** ~~shall~~ be paid not less than the fees set forth below, ~~as~~ well as applicable conditions and fees under the following Articles •

- 18 -** Transportation
- 19 -** Steward
- 20 -** Contractor
- 21 -** Other Special Categories
- 22 -** Electronic **Music** Devices
- 23 -** Doubling
- 24 -** Copying
- 25 -** Arranging and Orchestrating
- 26 -** Composing

- 27 - Librarians
- 29 - General Conditions of Employment of Members
- 30 - Prohibited Practices
- 31 - General Conditions Applicable to all Recordings
- 32 - Industrial Equatability
- 33 - AFM-EWW Pension Fund
- 34 - Duration, Termination and Renewal
- A.3 - Leader or Conductor

**15.2.1 Rest Periods:**

It is agreed that on all sessions there shall be a rest period, away from the stand, of not less than ten (10) minutes per hour, and five (5) minutes per 1/2 hour. Such rest period **shall** not be taken **in** the first 1/2 hour of the scheduled session, and no session shall continue for more than 1-1/2 hours without a rest period. Tuning of musical instruments cannot be required **during** rest periods.

**15.2.2 Rest Periods:**

In addition to Article **15.2.1**, two (2) ten (10) minute breaks may be combined to **form** a twenty (20) minute break. During a three (3) hour session, there may be three (3) ten (10) minute breaks or a twenty (20) minute break and a ten (10) minute break. The scheduling of breaks shall **be** discussed and agreed between CBC and the orchestra contractor prior to commencement of the engagement.

**15.3 Minimum Call Session:**

- a) There shall be a minimum call basic session of two (2) hours **during** which there may be recorded not more than ten (10) minutes of recorded music; OR
- b) There shall be a **minimum** call basic session of three (3) hours during which there may be recorded not **more** than fifteen (15) minutes of recorded music; OR
- c) There shall be a **minimum** call basic session of three (3) hours during which there may be recorded not more than thirty (30) minutes of recorded music.

It being understood that the selections be individually recorded and no introduction or continuity may be recorded on the master.

The titles of the selections to be recorded and their timings shall be listed on the contract.

#### 15.4

Contracted Additional Work Time: shall be paid for in units on one-half hour or fraction thereof according to Article 15.9.

#### 15.5 Regulations Relating to Over-Dubbing, Tracking, Sweetening, Multiple Parts:

- a) Except **as** is specifically permitted below, nothing contained in this Agreement shall be deemed to permit dubbing or tracking with the exception of the **rules** under clause 2.16 (b) and Schedule A.6. The dubbing or tracking specifically permitted hereunder shall relate **only** to recordings made under, and during the term of, this Agreement.
- b) During a session, the Corporation may add live performances to a recording made at the same session **without** notice and without any additional payment to the musicians employed for the session.
- c) After the completion of an original session, the Corporation may add vocal performances to the recordings made at that **original** session without any additional payments to the musicians employed at the original session for their **services** thereat.
- d) At a session subsequent to the completion of the **original** session at which music was first recorded, the Corporation may add additional instrumental performances to such recorded music without any additional payment to **the** musicians employed at the original session for their services thereat.
- e) If a musician performs multiple instrumental parts (other **than** doubles), he shall be paid the total of **all payments** which would otherwise have been payable had separate musicians been used for those parts.

#### 15.6

Except pertaining to **over-dubbing**, tracking, sweetening, multiple parts, etc., covered elsewhere in **this** Agreement with the Corporation, the Corporation shall not dub, re-record, or re-transcribe (herein called "dub") any recordings produced under this Article 15 containing performances by persons covered **by** this Agreement. However, the term "dub" **shall** not include production of complete recordings covered **by** this Article 15 from a master, nor use of a complete cut from such master in the production of another such recording.

15.7 \_\_\_\_\_ **s:**

#### 15.7.1

It is understood that the use is confined to radio broadcasting in Canada only **and** including 15.7.2 and 15.7.3.



### 15.7.2

Recordings produced under this Article may be broadcast pursuant to 15.7.1 without limit as to the number of broadcast playings throughout the Corporation's radio broadcasting services and including its affiliates. Further, such recordings may be distributed outside Canada.

### 15.7.3

Copies of recordings produced under this Article may also be distributed to non-affiliated radio stations in Canada. Recordings may also be distributed or sold to non-broadcast institutions, such as Canadian Diplomatic Missions, educational institutions, faculties of music, and the like. It is agreed that copies of recordings produced under this Article may be sold through CBC Publications or the like.

## 15.8 Conversion to Commercial Recordings:

### 15.8.1

Should the Corporation wish to release a recording made under this Article 15 to a commercial phonograph record company, it must ensure that (i) a proper Form "B" contract must be filed with the Local in whose jurisdiction the recording was made; (ii) the record company must be a signator to the Phonograph Record Labour Agreement with the AFM; (iii) the fees set out in the Phonograph Record Labour Agreement, based on the final amount of recorded music, must be paid to the musicians by the commercial recording company.

### 15.8.2

In the case of recognized Canadian Symphony Orchestras and Chamber Groups (definition on file with the Corporation), it is agreed that the Corporation may record under the terms of the Phonograph Record Labour Agreement (AFM) on the original session.

### 15.8.3

All musicians employed under a Personal Services Contract by a Recognized Canadian Symphony Orchestra shall be contracted and paid for an entire Article 15 engagement.

**15.9**

**Minimum** basic fees for services performed under this Article **15.**

a) 10 MINUTES OF RECORDED MUSIC

Musician  
(2 hour **minimum** basic session) **\$ 161.70**

Contracted Additional Work Time  
(per 1/2 hour or less) **40.55**

No additional music may be recorded.

Rehearsal  
(one (1) hour or less, no recording) **46.90**

OR

b) 15 MINUTES OF RECORDED MUSIC

Musician  
(3 hour minimum basic session) **\$ 197.75**

Contracted Additional Work Time  
(per 1/2 hour or less) **33.00**

No additional music may be recorded.

Rehearsal  
(one (1) hour or less, no recording) **46.90**

OR

c) 30 MINUTES OF RECORDED MUSIC

Musician  
(3 hour **minimum** basic session) **\$ 281.45**

Contracted Additional Work Time  
(per 1/2 hour or less during which an additional 5 minutes of music may be recorded) **46.90**

Rehearsal  
(one (1) hour or less, no recording) **46.90**

- d) In all sessions above, Leader or Single Musician double, and all provisions of Article 15.2 to apply.

15.10 ~~W~~e and Copying:

**Arranging** and copying rates shall be twenty-five percent (25%) Over and above the rates detailed in Articles 24 and 25.

## ARTICLE 16

### PERFORMANCE BY NON-MEMBERS

#### 16.1 Work Permit Fee - Non-Member - Canadian Residents Only:

Musicians who have **never** been members of the AFM may **be engaged** under the provisions of **this** agreement under the following conditions:

- **This** provision will apply to **Canadian** citizens or landed immigrants **only** for a maximum of three (3) work permits for three (3) separate engagements.
- **This** work permit provision will apply to engagements for broadcasts purposes only, excluding broadcast recordings.
- Copyists engaged under Article **24** of **this** Agreement, and Arrangers engaged under Article **25** of this Agreement, cannot **be** engaged under the work permit provisions.
- A musician engaged under a work permit cannot act as either a leader or a contractor unless the entire group is **composed** of permittees.
- The work permit fee to be deducted from the non-member's contract fee **shall** be fifty dollars **(\$50.00)**.
- **Work** permit deductions will be remitted on a **monthly** basis in separate cheques made payable to the Locals where the engagements took **place**.
- Prior **to** the engagement **taking** place, the Corporation must **secure** a work permit on behalf of the musician by contacting the Local and obtaining a work permit number, or **by** directing the musician **to** obtain a work permit from the Local in **whose** jurisdiction the engagement is taking place. The Local will **inform** the Corporation if a musician is ineligible for a work permit at the time the request for a work permit number is made.

- Should the Corporation engage a musician as a work permittee without properly obtaining a work permit in advance of the engagement, the musician will be considered a non-member for the engagement, and the Corporation will pay a non-member penalty of one hundred and fifty dollars (\$150.00).

## 16.2

When the provisions of Article 16.1 above are not applicable, the following will apply:

### 16.2.1

THE CORPORATION SHALL NOTIFY THE LOCAL AFM OFFICE when it intends to engage a non-member. Further, when any non-member engages in an instrumental performance on a broadcast or recording thereof or therefor, the Corporation shall pay a fee of seventy-five dollars (\$75.00) for each one (1) hour or less of such broadcast to the Secretary for the Local in whose jurisdiction the said broadcast originates. In the case of a musician who has been engaged under the maximum number of work permits allowed under Article 16.1 and has failed to become a member of the AFM, the non-member fee shall be one hundred dollars (\$100.00). The Corporation may use, without payment to the AFM, the musical performance services of non-members who fall into the following categories:

### 16.2.2

Elementary school teachers and elementary pupils on school broadcasts produced by the Corporation for elementary school use, and not broadcast in prime time, and in which no professional actors or singers appear; and

### 16.2.3

Participants in a regular form of religious service broadcast from the place of worship during the service, which broadcast is produced by the Religious Broadcasts department of the Corporation, (for Special Religious Services, see 17.1.5); and

### 16.2.4 Performers in Ethnic Groups:

Permission must be obtained from the AFM through the office of the Vice-president from Canada, who will consult with the local involved for performers in Ethnic Groups who, for a specific reason, must perform on a musical instrument as an integral part of that group; and

**16.2.5**

~~Amateur~~ groups, provided that each amateur musician may not perform for the Corporation more than once on Radio in any one fiscal year and provided that the Corporation shall schedule not more than **six** (6) such broadcasts per **fiscal year** originating in each of the following regions: the Maritimes, Quebec, Ontario, the Prairies and British Columbia. On any broadcast to which this Article applies, an appropriate credit announcement shall be made to **the** American Federation of Musicians of the United States and Canada. If **AFM** members appear with such amateur groups, provided they are bona fide members of such groups, they may appear or perform without fee; and

**16.2.6**

Participants in bona fide talent opportunity programs in which amateur instrumentalists are contestants, provided an orchestra comprising not less than ten **(10)** members participates *in the program*, including all rehearsals; and

**16.2.7**

Musicians who are engaged once only on a program to play instruments that are of a type such that there **is** no member **within** an area of one hundred (100) miles from the point of origination available to perform thereon.

ARTICLE 17

INCIDE \_\_\_\_\_ C

**17.1**

Notwithstanding **any** other provisions of this Agreement, the Corporation may, without payment of any fee insofar as **AFM** is concerned, broadcast:

**17.1.1**

An interview with a member, in his capacity as a musician, who may play any musical instrument for illustrative purposes for no more than one **(1)** minute. It is agreed that the Corporation may never require any member to take part in such interview **as** a condition of his engagement in his capacity of member.

### 17.1.2

A public performance, either live or by means of recording, by musicians or an excerpt from a CBC program on a news or magazine-type program that is made because of the newsworthy nature of the performance or to promote the performers or the performance, provided that **no** such broadcast shall exceed two (2) minutes or be subdivided, and that no more than three (3) such pick-ups or recordings of different performances be broadcast in **any thirty (30) minute period**. It is further agreed that the time in which such performances are recorded be limited to one (1) hour. Such recordings cannot be used for documentary segments without permission from the Vice-president from Canada of the AFM.

IN ALL CASES, THE LOCAL IN WHICH THE PERFORMANCE IS **TO TAKE PLACE MUST BE NOTIFIED** IN ADVANCE OF THE CORPORATION'S **INTENTION TO USE THIS PROVISION**. It is agreed that this two-minute **(2)** limitation does not apply to the broadcast or recording of visits by the Reigning Monarch of Canada or Her **Consort** or state-motivated appearances **by His** or Her representative (that is, the Governor-General of Canada and the Lieutenant-Governors of each province of Canada).

### 17.1.3

Music played at a primarily non-musical public event having **no** commercial connotation, where **the** music may be heard incidentally in the background and is not announced **or** featured, except that in segments of an entertainment or commercial nature where the music is **an** integral part, this article shall not apply;

### 17.1.4

A musical performance consisting of a commercial announcement (formerly **known as** a jingle or spot announcement) in conjunction with any type of broadcast, provided that the said commercial announcement has been recorded in accordance **with** the regulations of the AFM governing such commercial recordings; provided that the right conferred **by** this article shall always be subject to the conditions, provisos and limitations contained in any contract between the advertiser and any member respecting such commercial announcement.

### 17.1.5 Special Religious Services:

In the event the Corporation intends to broadcast a major religious oratorio event which involves members, **the** Corporation agrees to advise the Local AFM Office two (2) weeks in advance of the recording to determine the prime engager status.

## ARTICLE 18

### TRANSPORTATION

#### 18.1

Whenever it is necessary for a musician to transport any of the following instruments in order to fulfill an engagement with the Corporation, an additional fee of eleven dollars (\$11.00) will be paid

- (a) string bass
- (b) tuba
- (c) cello
- (d) baritone saxophone, or contra-bass saxophone
- (e) contra bassoon
- (f) electric guitar, electric bass with amplification equipment

#### 18.2

Where any musician is engaged to double on two (2) or more instruments of such a type the said instruments cannot be carried conveniently by the musician by hand, transportation, as defined in Article 18.1 above, will be paid by the Corporation. Payment will require approval in advance by the Corporation.

#### 18.3

Musicians engaged to play the following instruments shall have said instruments transported to and from the place of engagement by a common carrier or musicians cartage service at the expense of the Corporation. Payments will require approval in advance by the Corporation.

- (a) harp
- (b) timpani
- (c) any acoustic or electronic keyboard instrument and related amplification and electronic equipment
- (d) percussion instruments (including drum set, mallet keyboard instruments, and any electronic music devices and related amplification equipment where required).

#### 18.4

It is further agreed that transportation shall be paid each day of the required schedule when adequate storage is not supplied by the Corporation.

#### 18.5

It is agreed that transportation will be provided for instruments requiring amplifying equipment, provided that the equipment is not supplied by the Corporation.

## **ARTICLE 19**

### **STEWARD**

**On** all engagements where three (3) or more instrumentalists are engaged to perform for the Corporation, a playing member of the group shall be appointed Steward by the local in whose jurisdiction they are contracted. The musician appointed Steward shall receive payment of ten percent (10%) over the total of a musician's **minimum** basic **fee** for the engagement, including additional work time, and shall report to the local.

## **ARTICLE 20**

### **CONTRACTOR**

#### **20.1**

**On** all engagements where a leader engages ten (10) or more playing musicians **to** perform for the Corporation, one (1) of the ten (10) shall be recommended for appointment as playing contractor by the leader who must indicate his choice in writing to the secretary **of** the local in whose jurisdiction the engagement takes place. The contractor's appointment is subject to the approval of the Executive **Board** of the local concerned or, in **an** emergency, to the approval of the President of the said local. A contractor shall be completely conversant with the terms of **this** Agreement.

#### **20.2**

A playing contractor must be present **on** the entire engagement **and** shall make a written report of such engagement to the local. The playing contractor shall be responsible **on** behalf of the leader for calling the musicians that have been selected by the leader. The playing contractor **shall** be responsible for the orchestral conduct at rehearsals and other engagements. In **all** matters the playing contractor shall adhere strictly to the laws and regulations of the local and **any** laws and regulations of the AFM pertaining to the engagement and all provisions of **this** Agreement. The playing contractor and the leader shall be responsible for the strict adherence to the laws and regulations of the local, and any laws and regulations of the AFM pertaining to the engagement and all provisions of this Agreement. If a violation occurs, the playing contractor shall immediately advise the leader **and** producer **and** subsequently make a written report **to** the local. **The** playing contractor's duties are exclusively those of a playing contractor, and the playing contractor shall not perform any other service whatsoever for the leader or the Corporation, save for those specifically provided **in** this Article 20.2. The steward appointed shall continue to report on all engagements.



### 20.3

The Corporation will provide the playing contractor with complete information as to the use of tapes.

### 20.4

The musician appointed playing contractor shall be paid an additional amount equal to **fifty percent (50%)** of a musician's **minimum** basic fee for the engagement, including rehearsals, plus for each musician in the orchestra, over ten (10) in number One dollar and eight cents (\$ 1.80) provided that the playing contractor's fee shall not exceed double musician's **minimum** basic fee for the engagement.

### 20.5

Notwithstanding Article 20, when a travelling conductor who is a member of the AFM is engaged, the travelling conductor **will** indicate **his** choice of contractor in Writing to the Secretary of the local in whose jurisdiction the engagement will take place. In this instance, the contractor shall select and engage the musicians on behalf of the leader, and for this type of engagement, will receive double the minimum basic fee. **The** Contractor shall be empowered to sign the contract (which must be submitted with the instrumentation by the leader to the contractor not less than **thirty (30)** days prior to the date of the engagement) on behalf of the leader, in **this** instance only, but all other items of Article 20 **will** apply.

### 20.6 Non-Playing Contractor:

On any Symphonic engagement under C.1 or C.2, there **may** be a playing contractor or a non-playing contractor but not both.

## ARTICLE 21

### OTHER SPECIAL CATEGORIES

#### 21.1 Assistant Conductor:

**An** Assistant Conductor shall receive double the musician's minimum basic fee when used at additional work time or on broadcasts or advance recordings thereof.

#### 21.2 Concert Master:

**A Concert** Master, who shall be principal violinist, shall be employed on all engagements where eight (8) or more **strings** are used, including string bass, and shall be responsible for marking the bowing, and shall receive a fee of **fifty percent (50%)** over musician's minimum basic fee on all engagements, including additional work time.

**21.3**      Soloist:

A Soloist shall receive double the musician's minimum basic fee on all engagements.

**21.4**      Single Musician:

A Single Musician shall receive double the musician's **minimum** basic fee on all engagements.

**21.5**      Featured Musician:

A Featured Musician shall be paid in accordance **With** Schedule "B" on all engagements, including additional work time.

**21.6**      Sound Consultant (Music):

When a member is engaged on a separate contract to assist or advise the producer or sound technician as to the musical sound **quality** during additional work time or broadcast, he shall receive a fee **as** set out in Schedule "B". CBC personnel, including producers, may not be engaged **on** AFM contracts for services as sound consultants when they are engaged for other services **on** the same program/engagement.

**21.7**      Music Editor:

When a member is engaged as a music editor, he shall receive a fee as set out in Schedule "B".

**21.8**      Harpist:

A harpist engaged for **audition**, additional work time, broadcast and all other engagements covered **by** this Agreement shall be paid at the rate of **fifty percent (50%)** above the minimum basic musician's fee provided in **this** Agreement for such engagements.

**21.9**      Drummer:

A **drummer** playing drum set engaged for audition, additional work time, broadcast and all other engagements covered **by** this Agreement shall be paid at the rate of **twenty-five percent (25%)** above the **minimum** basic musician's fee provided in **this** Agreement for **such** engagements.

**21.10** Marimba:

**A** musician engaged to **play** a marimba for audition, additional work time, broadcast and all other engagements covered **by** this Agreement shall be paid at the rate of **fifty percent (50%)** above the minimum basic musician's fee provided in **this** Agreement for such engagements.

1.11 First Trumpet:

When three (3) or more musicians are engaged in the trumpet section of an orchestra Variety programs **only, first** trumpet shall be paid at the rate of twenty-five percent (25%), above **the** minimum basic musician's fee provided in this Agreement.

**ARTICLE 22**

**ELECTRONIC MUSIC DEVICES (EMD'S)**

22.1 **DEFINITIONS**

Electronic music device (EMD)

**An analog, digital** or hybrid electronic device that produces or reproduces musical and non-musical sounds. (This includes all synthesizers, digital sampling devices, etc., whose sound is generated solely by electronic means.

This Article shall deal with the **musical** application of said devices.

Sequencer:

**An** electronic device which can be programmed to trigger EMD(s) to perform the musical information stored on the sequencer.

Musical Instrument Digital Interface (MIDI):

The process (and language) by which EMD's and/or sequencers communicate • this **enables**, among other things, one EMD and/or sequencer to simultaneously "trigger" the performance of **one** or more additional EMD's/sequencers.

Arranging and Copying:

When traditional arranging and copying are required, such work shall be separately contracted under the applicable provisions of this Agreement.

Composing:

When composing is required, such work shall be separately contracted under the applicable provisions of this Agreement.

**22.2**

Members may be engaged by the Corporation to perform **on**, or program, EMD's and/or sequencers on a "real-time" and/or "EMD tracking" basis.

**22.3 PRE-PRODUCTION PROGRAMMING**

The Corporation may engage a pre-production programmer at the rate of ~~Fifty six~~ dollars and Seventy-five cents (~~\$56.75~~) per hour of programming work time. **The Corporation and the Programmer must agree in advance as to the work time that the engagement requires. Additional work time is subject to the consent of the Corporation. Special** programming will be done in advance of a real time or EMD-tracking session and will include such duties as sampling or editing **sounds**, entering data, synthesizer "patch" information, etc.

Such work must be contracted separately.

If the pre-production programmer is required to perform in a session, the applicable fee (real time or EMD-tracking time) shall be paid at musician rates in addition to any pre-production programming time.

Re-use fees **will** apply.

**22.4 "REAL-TIME" ENGAGEMENTS**

- i) "Real-time" applies to an engagement where:
  - a) the musician is hired to perform on an EMD, and
  - b) such performance is live or pre-recorded in accordance with the conditions set out elsewhere in the Agreement, and
  - c) the EMD is used in the same manner as traditional musical instruments or for the purpose of creating musical effects.
  
- ii) EMD's may be MIDI-ed in "real-time" performances but each such EMD used over **two (2)** in number shall be paid in accordance with doubling fees set forth herein to a **maximum** of forty-five percent (**45%**) regardless of the number of EMD's which are MIDI-ed.

Any MIDI-ed EMD **which is** triggered by a sequencer to Create separate and distinct musical parts shall be construed as a double to a maximum of forty-five percent (45%).

- iv) All applicable conditions and fees set forth elsewhere in this agreement shall apply to real-time performances except **as** herein provided.

## 22.5 EMD TRACKING SESSIONS

**An** EMD tracking session is one in which a musician records a series of tracks using EMD's, or a combination of EMD's and traditional musical instruments, the end result **of** which is a complete recorded musical product. Such tracks may be recorded on multi-track tape machines or on sequencers and/or computers for playback. Tracking sessions may take place in any facility designated by the Corporation.

The following rates apply to sessions performed by a **single** musician engaged under the "EMD tracking" designation and includes **all** EMD and traditional instrument doubles, overdubs, and leader's fee.

### i) Minimum Call

There shall be a minimum **call** session of three (3) hours during which up to a **maximum** of nine (9) minutes of product may be recorded.

The **minimum** session **fee** shall be **Six** hundred and twelve dollars (\$ **612.00**).

- ii) Additional Work Time during which a maximum of **an** additional three (3) minutes of product may be recorded per hour: Two hundred and four dollars (**\$204.00**) per hour.
- iii) If the recorded product of **an** EMD tracking session is used **during** the rehearsal or recording **of** other elements of the program, Articles A.1.5 or A.1.6 shall apply. In the case of A.1.6, the **six (6)** hour pre-recording provisions does not apply.
- iv) Upon payment of the rates specified in **5 (i)** and **(ii)**, the musical product recorded in an EMD tracking session **may** be used as a program, portion of a program, theme, promo, broadcast recording or any other use permitted herein. Such **use** shall be specified on the original contract and all **restrictions and conditions set forth elsewhere in this Agreement in terms of Supplemental Market Fees, Re-Use Fees, etc.** shall apply.

- v) Any additional musician engaged to supplement an EMD tracking session shall be paid the applicable fees set forth elsewhere in this Agreement. Such ~~as~~, themes, promos, broadcast recordings etc. When the engagement is for a program, the rates of Article A.2.5 **will** apply.

## 22.6

A joint committee consisting of representatives of the Corporation **and** the Federation shall be established for the purposes of addressing problems that may arise under these provisions.

## ARTICLE 23

### DOUBLING

#### 23.1

The following doubling by **an** instrumentalist is permitted without the payment of any additional fee:

- a) piano and celeste, when furnished by the Corporation;
- b) any **two** (2) of the clarinet family, other than bass clarinet, **E<sup>b</sup>** clarinet, or contra-bass clarinet;
- c) any two (2) **of** the saxophone family, other than bass saxophone, soprano saxophone or baritone saxophone;
- d) any two of the guitar family other than steel guitar, dobro and electric **bass**;
- e) Steel guitar and dobro;
- f) It is agreed that **groups** such as R & R, or *similar, that* have been engaged by the Corporation in a feature capacity (i.e. not accompanying or acting as a studio orchestra), and further provided that the group is already organized and not engaged individually by the Corporation, that when musicians are **so** engaged as a group, doubling regulations will not apply.

#### 23.2

With the exception of the authorized doubles set out in Article 23.1, an instrumentalist playing any additional instrument, whether during audition, additional work time, broadcast, recording thereof or therefor, shall be paid in addition to his minimum basic fee an amount equal to thirty percent (30%) of the minimum basic musician's fee for the engagement for the first double, **and** fifteen percent (15%) for the second and each subsequent double.

### 23.3

Instruments which a percussionist may be required to play are divided into **six (6)** sections as follows:

#### **1. Timpani**

**2. Mallet Instruments** • The percussionist may play **three (3)** of the following mallet **instruments** only. For each additional mallet instrument played a doubling fee will be paid in accordance with paragraph 23.2.

a) Xylophone

b) Vibraphone

**c) Marimba**

d) Chimes (Tubular Bells)

e) Orchestra Bells (Glockenspiel)

**f) Crotales**

g) Other chromatic or diatonic acoustic mallet keyboard instrument.

**3. Drum Set** • **Drum** set will consist of **Bass Drum**, Snare Drum, **Tom Toms**, **Roto Toms**, **Hi Hat**, **Cymbals**, **Cow Bell** and **Wood Block**.

**4. Electronic Music Devices** • Electronic Music Devices include any and all electronic mallet, **keyboard**, pad or triggering devices used in conjunction with sound modules or sampling devices played by the percussionist.

**5. Traditional Percussion and Sound Effects** - Traditional percussion and sound effects will include non-pitched percussion instruments found in the **standard** symphonic **repertoire** including but **not limited to those in the** following list:

**Concert Bass Drum**

**Snare Drum** (Field Drum, Tenor **Drum**, Parade Drum)

**Cymbals** and **Piatti**

**Sound Effects** (Slide Whistle, Pop Gun, Car **Horns**, Slapstick, Ratchet, etc.)

**Gongs** and **Tam Tams**

**Tambourine**, **Triangle**, **Finger Cymbals**, **Mark Tree**, **Bell Tree**, **Wood Block**

4. **Latin Percussion** • The **Latin** Percussion category refers to hand drums, shakers, bells, rattles and related percussion instruments of Ethnic origin most of which do not appear" in the standard symphonic repertoire, including, but not limited to the following:

Conga Drums

Bongos

Timbales (including cow bells and cymbals)

Shakers, Maracas, Cabasa, Claves

Gongs and Tam Tams

Tambourine, Triangle, Finger Cymbals, Mark Tree, Bell Tree, Wood Block

A percussionist must be contracted for only one (1) of the six (6) sections and must be informed by the contractor or leader prior to the engagement. A percussionist may double on an instrument or instruments in one (1) section other than the one in which she/he was engaged.

A percussionist may play any or all of the instruments covered by the section in which she/he was engaged without charging a double. When she/he plays any instrument or instruments in one other section, doubling fees shall apply for each additional instrument.

#### 23.4

A musician engaged as a percussionist may play all the instruments within one (1) of the six (6) specified categories without additional payment. When the percussionist is required to play instruments from more than one (1) category, doubling fees will apply as specified in Article 23.2. Where instruments appear in more than one (1) category (as in Categories 5 and 6), the contractor or leader, in discussion with the percussionist will decide which category shall be used.

## ARTICLE 24

### COPYING

#### 24.1

All copying, whether for instrumental or vocal music, done at the instance of the Corporation, its employees or agents, shall be done by members.

#### 24.2

All work covered by this Agreement shall be covered by a standard CBC/AFM contract and shall be paid for at least at the rate of the basic minimum fee as set out in the following Schedule for the first use only by the Corporation of any such copying.



#### 4.3

Copyists will receive step-up fees for the re-use of their work on the same percentage basis as applied to musicians and arrangers as set out in this Agreement, and these step-up fees are to be based on the total amount of the original contract covering copying.

#### 24.4

Where the Corporation requires the services of members on "out-of-town" engagements, the copyist(s) shall be reimbursed as set out in Article 7 of this Agreement in the same way as musicians performing on the engagement are reimbursed.

#### 24.5

Re-use payments for copying prepared for a Bank Act shall be based on actual wages earned.

#### 24.6

Copyists shall stamp their work with their name and local number and the date the work was done. Name, local number and date must be written on all transparencies (Deschon) made for reproduction.

#### 24.7

**Minimum** payment for any job assignment shall be no less than the equivalent of a three-hour (3) call at the applicable hourly time rate.

#### 24.8

Any copying done for a short subject or broadcast recording shall be paid for at the listed applicable rate, plus twenty-five percent (25%).

#### 24.9

Copyists shall receive the following premium rates:

- a) For work required to be done at the Corporation's request from midnight to 9:00 a.m., the listed rate plus one hundred percent (100%).
- b) For work required to be done at the Corporation's request on all holidays listed in Schedule A.8, the listed rate plus one hundred percent (100%).

#### **24.10** Time work

Additions, cuts, alterations, proofreading, corrections, marking, bowing, printing or running off copies, cutting and pasting, or other time work where calculation **on** a page basis is impractical shall be paid at the rate of Sixteen dollars and seventy-five cents (**\$16.75**) per hour or fraction thereof.

#### **24.11**

All AFM/EPW (Canada) payments applicable **to this** Agreement shall be applied **on** behalf of the copyist(s).

#### **24.12**

Contracts must be submitted **within** fourteen (**14**) days following completion of work, and payment of such will be made within fourteen (**14**) days after receipt. If contracts are submitted later than fourteen (**14**) days, payment may be made within twenty-eight (**28**) days following receipt of the contract.

#### **24.13**

When it is **agreed** in advance that a copying engagement requires the services of more than one (**1**) copyist, a Supervisor Copyist shall **be** named who **will** contract the services of one (1) or more copyists. The names of all the copyists shall be listed **on** the contract, together with their social insurance numbers, addresses and itemized **amounts** charged **by** them ~~for~~ the work done. The copyists shall be paid individually by the Corporation, less any applicable deductions. **Only** one (1) Supervisor Copyist shall be designated **on an** engagement, and for this service he shall be paid for **his own** work plus **an** amount equal to ten percent (**10%**) of the fees payable to all copyists who must be listed **on** the contract, including himself. **Local** pick-up **and message** service required **by** the Supervisor Copyist and approved by the Corporation shall **be** paid for **by** the Corporation.

#### **24.14**

**A** separate contract(s) must be submitted for the copying done for **any** engagement. No member shall enter into a negotiated agreement with the Corporation to supply all of the services normally included under music preparation and then pay the individuals himself, i.e. the copyist(s) must be paid directly by the Corporation.

## SCHEDULE OF MINIMUM BASIC FEES FOR COPYING

### 1. General conditions applicable to all copying:

- a) Rates shall be computed on the basis of ten (10) stave paper.
- b) Rates shall be computed by half pages and full pages, except that the first page shall be paid for in full, rather than pro-rated. A half page shall consist of up to and including five (5) staves. A full page shall consist of more than five (5) staves but not more than ten (10) staves.
- c) **An** average of four (4) measures per stave shall be secured, if possible, and two (2) staves of the first page shall be used for **titles** or other **written** items.
- d) All paper and necessary working material shall be supplied or paid for by the Corporation, or supplied **by** the **copyist(s)** at reasonable cost.
- e) Transposition of any part shall be paid for at the listed rate plus **fifty** percent (50%).
- f) The copyist **who** prepared the original part shall be paid the listed rate for any reproductions thereof by any mechanical or electrical means whatsoever, except where a master copy **was** previously paid for at the listed rate.
- g) **All** foreign language lyrics (~~other than~~ English or French) are to be paid at an additional **Two** dollars and fifteen cents (\$ 2.15) per page.
- h) Master copy, or any part for reproduction is to be paid double the part price.

### 2. Single Stave Parts

- a) Single note \$ 3.35 per page
- b) Divisi or chorded 50% extra

- c) **Rhythm** parts • chord symbols and one line (bass or other) plus vocal cue (**no** lyrics) 50% extra additional **25%**
- d) Vocal parts:
  - i) Single voice line with lyrics • 50% extra
  - ii) Lead sheet; melody and chord symbol plus one set of lyrics **\$ 7.85** per page
- e) Conductor lead sheet with word cues **\$ 7.85** per page

### 3. Multi-Stave Parts

- a) Double stave chorded • piano, organ, harp, etc. (with or without chord symbols) **\$ 10.80** per page
- b) Piano • vocal • three (3) stave with single set of lyrics \$ 10.80 per page
- c) Group voice or choir parts with one (1) set of lyrics \$ 10.80 per page
- d) Conductor, production, control room part • **two (2)** or three (3) staves with lead line, bass line, chord symbols and notated instrumental or word cues **\$ 12.95** per page

### 4. Constructed Piano-Conductor Parts

Fully chorded with instrumental cues, chord symbols extracted **from** score \$ 18.40 per page

- 5. Serious music **copying** which is not covered by the above rules must be separately negotiated.

## ARTICLE 25

### ARRANGING AND ORCHESTRATING

#### 25.1

*All* arranging and orchestrating of music, whether instrumental or vocal, done within the territorial jurisdiction of the AFM at the request of the Corporation, its employees or agents shall be done by members and shall be paid for at not less than the applicable fees set out in the following schedule, for the first use only by the Corporation of any such arrangements.

#### 25.2

Arrangers will receive step-up fees for the re-use of their work on the same percentage basis **as** applied to musicians and copyists **as** set out in **this** Agreement, and these step-up fees are to be based on the total amount of the original contract covering the **arranging**.

#### 25.3

**No** office space charge or commission **is to** be deducted **from** any **of** the **basic minimum** fees applicable under this Agreement.

#### 25.4

Where the Corporation requires the **services** of members on "out-of-tom" engagements, the arranger(s) shall be reimbursed as set out in Article 7 of this Agreement in the same **way** as musicians performing on the engagement are reimbursed.

#### 25.5

Re-use payments for arranging prepared for a Bank Act shall be based **on** actual wages earned.

#### 25.6

Arrangers shall stamp the score with their official union stamp. **The** date of the work shall be marked clearly on the score.

#### 25.7

Minimum pay for any job assignment shall be no less than the equivalent of a four-hour **(4)** call at the applicable hourly rate (i.e. **straight-time** rate).

**25.8**

Any arranging and/or orchestrating done for a short subject or broadcast recording shall be paid for at the listed applicable rate, plus twenty-five percent **(25%)**.

**25.9**

Arrangers shall receive the following premium rates:

- a) For work required to be done at the Corporation's request ~~from~~ midnight to 9:00 am., the listed rate, plus one hundred percent **(100%)**;
- b) For work required to be done at the Corporation's request **on** all holiday s listed in schedule **A.8**, the listed rate, plus one hundred percent (100%).

**25.10**

Time rates for arranging and orchestrating done at the request of the Corporation shall be used only where page rates are impractical, e.g. adjustments, ~~work~~ at rehearsals, alterations, additions; not applicable when the leader is the arranger-orchestrator.

**25.11**

All AFM-EPW (Canada) payments applicable to this Agreement shall be applied on behalf of the arranger(s).

**25.12**

Contracts must be submitted within fourteen **(14)** days following completion of work, and payment of such will be made within fourteen **(14)** days after receipt. If contracts are submitted later than fourteen **(14)** days, payment may be made within twenty-eight (28) days **following** receipt of the contract.

**25.13**

A separate contract(s) must be submitted for the arranging done for any engagement. No member shall enter into a negotiated agreement with the Corporation to supply all of the services **normally** included under music preparation and then pay individuals himself, i.e. the arranger(s) must be paid directly by the Corporation. The name of the arranger-orchestrator shall be listed **on** the contract, together with the social insurance number, address, and itemized amounts charged for the work done.

4.14

The following conditions shall also apply for arranging and orchestrating:

- a) The fee payable for arranging and orchestrating under this Article 24 shall not include **any** copying or composing;
- b) **An** instrumental score page consists of four **(4)** measures and shall be computed on the basis of a minimum of ten **(10)** parts.
- c) Double stave and **divisi** parts shall count as *two* **(2)** parts.
- d) A pick-up to the first measure shall be computed as a full measure.
- e) **Come sopras** (meaning **only** "as above") shall be paid for **as** in full notation.
- f) The last page may be paid for **on** a half-page basis.
- g) Voice and **vocal** conductor parts written into **an** instrumental score shall be treated **as** instrumental parts. Where lyrics are required, they shall be paid for at the rate of an additional instrumental part.
- h) When vocal scoring is part of an instrumental score, the vocal parts may be computed as additional instrumental parts. That is, each vocal line equals one **(1)** instrumental **part**.
- i) The word **"PIANO** shall be deemed to include organ, harp, celeste, harpsichord, **accordion**, cymbalom, etc., **when** written on **two** **(2)** **staves**.
- j) When vocal **scoring** is not part of an instrumental score, then the vocal rates shall apply and shall include **a** piano accompaniment - chord symbols and bass **line** or full notated piano part.  
  
A **vocal** score page shall be the same as **an** instrumental score page, i.e. it shall consist of four **(4)** measures per page and contain not more than four **(4)** voice lines **per** page. Each additional voice line shall be paid for as set out in Schedule "G", Item 4(d).
- k) The Corporation shall be entitled to one-half hour **(1/2)** consultation time for each arrangement assigned without additional payment.

**SCHEDULE OF MINIMUM BASIC FEES FOR ARRANGING AND  
ORCHESTRATING**

1. For not more than ten (10) parts per score page:
    - a) Making an arrangement and orchestrating it **\$ 15.45**
    - b) Orchestrating an arrangement **8.65**

(No changes or additions required.  
See definition for orchestration.)
  
  2. For each additional line part or voice in excess of ten (10) parts per score page **.70**
  
  3. For adding parts to a score already orchestrated per score page, per part **1.00**
  
  4. For adding piano part, per score page **1.80**
    - a) chord symbols and bass line **1.80**
    - b) fully notated **8.05**
- In addition, the following shall apply:
- a) **Taking** down a lead **and** harmonization (chord **symbols**) produced vocally, instrumentally or by mechanical device, including **symbols** (single line)  
  
Per four **(4)** bars **4.45**



b) For scoring a two <b>(2)</b> line piano-conductor part from an orchestral score	
Per four <b>(4)</b> bars	<b>8.05</b>
Same, but a three (3) line piano-conductor part	
Per four <b>(4)</b> bars	<b>10.75</b>
c) For scoring for solo piano, harp, accordion, etc.	
Per four <b>(4)</b> bars	<b>8.05</b>
d) For scoring for choral voices (where they are not part of an instrumental score (four <b>(4)</b> bars per page, to consist of not more than four <b>(4)</b> voices) and to include piano accompaniment -	
i) chord symbols and bass line per four <b>(4)</b> bars	<b>7.75</b>
ii) for fully notated piano part per four <b>(4)</b> bars	<b>15.55</b>
Each additional voice per four <b>(4)</b> bars	<b>.70</b>
e) Time rates for arrangers and/or orchestrators <b>to</b> be used only on adjustments, work at rehearsals, alterations, additions and in other situations where page rates are impractical (minimum call four <b>(4)</b> hours)	
Per hour	<b>27.80</b>

- f) Consultation time over and above the free time provided for in Article 24 shall be paid for at the rate of:

Per hour 43.10

ARTICLE 26

COMPOSING

**26.1**

Composing of ~~instrumental~~ or ~~vocal~~ music commissioned by the Corporation, its employees or agents, done by members, ~~shall~~ be paid for at the rate of the ~~minimum~~ basic fee set aut in the following schedule. ~~An AFM contract, Far Pension Purposes Only,~~ will be filed with the local.

**26.2**

Members are to ~~sign~~ all work coming within Article 26, ~~giving~~ their name, their local, and the date on which the work was done.

SCHEDULE OF MINIMUM BASIC FEE FOR COMPOSING

1. Composing incidental music, for each different instrumental part computed ~~from~~ the total number of bars ~~in~~ the score:

Per bar \$ .40

2. Minimum for each sixteen (16) bars or less 77.25

Vocal composition for ~~from~~ two (2) to four (4) voices:

Per bar 1.80

Extra voice:

Per bar .35

## ARTICLE 27

### LIBRARIANS

#### 27.1

A librarian playing on an engagement shall be a member and shall receive a fee of twenty-five percent (25%) over and in addition to his musician's fee for the engagement, including additional work time. His additional duties will be strictly those of librarian.

#### 27.2

A non-playing librarian, whose engagement has been agreed to by the Corporation, shall be a member and shall receive at least the minimum basic musician's fee for the engagement, including additional work time. This does not exclude the use of CBC staff music librarians who are outside of this Agreement.

## ARTICLE 28

### DRESSING (INCLUDING COSTUMING AND/OR MAKE-UP)

The Corporation agrees that whenever, by reason of a broadcast being before an audience or for any other reason, it requires musicians to appear in any special form of dress or to wear make-up, the following conditions shall apply:

### **28.1.1**

Where musicians are required to attend for dressing at the place of the engagement, they shall not be called for such purpose more than one (1) hour prior to the time fixed for the broadcast or recording ~~session~~ so that dressing time shall immediately precede the engagement, and such members shall receive a dressing fee at the work time rate.

### **28.1.2**

Where a musician is required to attend for dressing or to rent a costume at a place other than the place of the engagement, he shall be paid for a minimum of two (2) hours at the work time rate applicable to the program for which such dressing or rental is required. Any time spent over two (2) hours shall be paid for at the said rate, computed to the next half-hour (1/2).

### **28.1.3**

If a ~~musician is~~ required by the Corporation to rent a costume from a customer's establishment in order to fulfil an engagement, he shall be compensated ~~by~~ the Corporation for the ~~amount~~ of the said rental, and ~~no~~ musician shall be required to supply a costume without being fully compensated therefor.

### **28.1.4**

Notwithstanding any other provision of this Article 28, musicians may be required, ~~without~~ additional fee, to wear dark business suits or ~~any~~ other costume:

- a) supplied by the Corporation;
- b) supplied ~~by~~ the leader or owned ~~by~~ the musician ~~by~~ reason of being regularly used ~~by him~~ in employment by persons other than the Corporation and being peculiar to his specialty.

### **28.2**

In the event that it is necessary for a musician's make-up to be touched up or re-applied at any time, the time required for such touching-up or re-application shall not occur during the intermission periods required under Schedule "A", Item A.7.

## ARTICLE 29

### **GENERAL CONDITIONS OF EMPLOYMENT OF MEMBERS**

#### **29.1.1**

Only members shall be engaged for any performance or service covered by this Agreement, except as otherwise provided herein.

#### **29.1.2**

The Corporation agrees that the only members directly engaged by it shall be the leader or conductor, a single musician, a soloist, recitalist, rehearsal pianist, music sound consultant, an audition accompanist, a composer, music editor or a copyist; further, while final decision for arrangers and copyists rests with the Corporation, it is agreed that this will be with prior consultation with the conductor involved.

#### **29.1.3**

Musicians and all other members not specified in Article 29.1.2 who perform any service under this Agreement shall be selected and engaged by the leader on behalf of the Corporation.

### **29.2**      Contract

#### **29.2.1**

Whenever members are engaged by the Corporation or perform any service for any engagement, including copyists and arrangers, a contract in writing for the engagement in accordance with the form appended hereto as Appendix "A" shall be entered into by both parties before the engagement commences. It shall be negotiated between the Corporation and the leader (or other members specified in Article 29.1.2 who actually perform the service) and executed by them. In the case of arrangers and copyists, said contracts shall be submitted within fourteen (14) days following completion of work and shall, in all cases, indicate the fee on which the AFM-EPW Fund (Canada) contribution will be calculated.

#### **29.2.2**

The Corporation may elect to contract a basic group for a program for a specific number of occasions under a term contract. The dates, times and places of the calls shall be listed in the contract. It is understood and agreed, however, that the Corporation may change the schedule of calls provided that the leader or contractor is advised in writing thirty (30) days in advance of any such scheduled call. In the event that the Corporation shall request change less than thirty (30) days in advance, such change shall be subject to the regular conditions of this Agreement.

### 29.2.3

The Corporation shall pay individually to each member engaged **by** it or engaged **on** its behalf or who **performed** any **service** for any engagement all fees payable to such member **as** provided in the contract for the engagement, which fees shall not be less than all applicable minimum basic fees **set** out in this Agreement and the schedules hereto.

#### 29.2.3.1

Where musicians are under contract to an engager who, in **turn**, enters into a contract with the Corporation that provides for the performance of such musicians, the Corporation shall not be responsible for payment of any fee to such musicians or any of them (other **than** to ensure that they are paid in accordance with this Agreement) but shall deal directly with such employer as a **prime** engager, except as in Article 29.5.

#### 29.2.3.2

It is a condition of this article that the prime engager must have a **negotiated** agreement to cover broadcasting or recording with the Federation and the Local in whose jurisdiction the engagement takes place.

#### 29.2.4

The payment referred to in Article 29.2.3 shall be made by the Corporation not later than fourteen (14) **working** days after the date of the engagement. In the case of broadcast engagements, the date of the engagement shall be deemed to be the date of a live broadcast or advance recording session, whichever occurs first.

#### Late Payment:

In the event that the A.F. of M. notifies the Corporation that a payment of original fees is late, **and** contracts have been filed with the Corporation, **and if** such payment is not made within seven (7) working days following such notice, the musicians concerned will be paid an additional **two** percent (2%) per month from date of notice. The parties to this Agreement agree that late payments are not an acceptable practice, and the Corporation agrees that every **effort will** be made to correct the situation where it is the Corporation's responsibility.

### 29.3

Whenever members are engaged **by** the Corporation, adequate facilities for the health, safety, comfort and convenience of such members shall be provided **by the** Corporation at the place of the engagement and, **in** particular, and without limiting the **generality** of the foregoing, the employer shall provide an adequate instrument room, cloakroom and lounge at the place of employment, except when, due to physical limitation at locations presently owned and/or rented by the Corporation, such facilities are demonstrably impossible to install.

As the musicians engaged under the stipulations of **this** contract are members, nothing in this contract shall ever be construed **so** as to interfere with any obligation which they owe to the AFM as members thereof (see Appendix "A").

#### 29.5

Whenever the Corporation is not the prime engager and makes a grant to or subsidizes:

- a) a symphony society
- b) a musical festival organization
- c) other non-profit organizations

for the purposes of utilizing the services of members, the provision of **this article** will apply.

#### 29.5.1

It is a condition of this article that the prime engager must have a negotiated agreement to cover broadcasting or recording with the Federation and the Local in whose jurisdiction the engagement takes place. **A** copy of such an agreement must be provided to the CBC prior to the grant or subsidy being given.

#### 29.5.2

The Corporation agrees that it is a condition of the grant or subsidy that the society or organization shall pay the members for **any** musical services on behalf of the Corporation. The fee **shall** not be less than the **minimum** basic fees (remote where applicable). **This** payment **shall** be in addition **to** any regular fee or other remuneration received by the members providing the original service to the prime engager.

#### 29.5.3

The Corporation shall be relieved of any obligation to pay direct to the members as provided in Article 29.5.2 above.

#### 29.6

It is understood and agreed that all fees set **out** in this Agreement are **minimum** basic fees and that members shall always have the right to negotiate ~~with~~ the leader, and the leader (or other member specified in Article 29.1.2) shall **always** have ~~the~~ right to negotiate with the Corporation for compensation in **excess** of the ~~said~~ minimum fees. However, it is also agreed that the pension **contributions** provided for in this Agreement shall always be based on **minimum** basic fees.

### 29.7.1

The Corporation agrees to deduct national and local work dues on a percentage rate basis as certified in writing to the Corporation by the American Federation of Musicians of the United States and Canada and the locals. The said deductions will be remitted in separate cheques made payable to the locals and sent to the locals on a monthly basis.

### 29.7.2

Amendments to the percentage rate of deductions may be made by the American Federation of Musicians of the United States and Canada and/or the local(s) by advising the designated officer(s) of the Corporation at least **two (2)** calendar months prior to the effective date of such amendments.

## ARTICLE 30

### PROHIBITED PRACTICES

#### 30.1

It is understood and agreed by the parties hereto that, except as provided in this Agreement under Articles **A.10, A.11,** and **30.2,** members are not permitted by their constitution to perform in conjunction with recorded music of any kind whatsoever, and the Corporation hereby agrees that it will not permit any situation to arise where members would be required to perform in conjunction with recorded music, and the Corporation further agrees that it shall be the right of any and all members to refuse to work under such conditions and that their refusal so to work shall not constitute breach of contract nor render such members liable to any penalty or financial loss whatever.

#### 30.2

With the consent of the AFM, though the office of the Vice-President from Canada, a commercial recording may be used during rehearsals at which pre-recordings take place. If such permission is granted, all musicians engaged for the program shall be deemed present and paid the applicable fees as covered by this Agreement.

#### 30.3.1

Notwithstanding any provision of this Agreement, the AFM shall always have the right to withhold musical services from employers who are on the AFM's "defaulters" and "unfair" lists, and it is further agreed that this provision extends so as to prevent the Corporation from supplying any recordings, whether on disc, wire, tape, by kinescope, on videotape recording, film or any other material containing performances by members to any employer or broadcaster who is on such lists; provided, however, that this provision shall not apply so as to prevent the Corporation from honouring its statutory duty or contractual commitments to any such employer or broadcaster.



### 1.3.2

For the purposes of Article 30.3.1, the Corporation agrees, on the written request of AFM, to advise AFM in writing, whether or not it ~~has~~ any such commitments to any such employer or broadcaster and to give particulars of the type or types of services involved, the date of termination of any such commitments, and the times ~~at~~ which such services are to be supplied to any such employer or broadcaster.

### 30.4 Dubbing:

The Corporation shall not dub, re-record, ~~pre-record~~, advance record or re-transcribe (herein called "dub") except in accordance with the terms of this Agreement, and except for Corporation internal non-broadcast purposes; however, the term "dub" shall not include excerpting ~~from~~ a recording under the terms set out in Article 15. It is recognized that this provision does not prevent the making of copies of recordings for entry in international festivals and the like.

## ARTICLE 31

### GENERAL CONDITIONS APPLICABLE TO ALL RECORDINGS

#### 31.1

The Corporation will, at all ~~times~~, retain ownership and control of all master recordings and the physical ~~disc~~, tape, wire or other physical object ~~on~~ which the musical performance is recorded, and this fact shall be stated on the labels of the recordings, ~~and~~ no such physical disc, tape, wire or other physical object may ever be supplied to broadcasters or other persons on AFM's "unfair" or "defaulters" lists, and this fact shall also be stated on the labels of the recordings. The Federation assumes the responsibility of advising the Corporation that any such person is ~~on~~ such lists.

#### 31.2

All provisions of ~~this~~ Agreement relating to the use of recordings of musical performances and the payment therefor shall survive the Agreement so long as such recordings exist.

ARTICLE 32

INDUSTRY EQUATABILITY

With respect to services covered by this Agreement, AFM undertakes that it shall not enter into any collective agreement **with** any other producer in Canada of a broadcast on terms more favourable to such producer than those set forth in **this** Agreement and shall not permit its members to be engaged by any such producer of a broadcast at rates and terms less than those provided herein, except upon the prior written consent of the Corporation.

ARTICLE 33

AFM-EPW PENSION FUND (CANADA)

The Corporation ~~shall~~ contribute ~~an~~ amount of nine percent **(9%)** of minimum basic fees (including audience fees) for all services covered **by** this Agreement to the American Federation of Musicians and the Employers Pension Plan Welfare Fund (Canada) created pursuant to agreement and Declaration of Trust dated April 9, 1962. Such contributions shall be mailed to the AFM-EPW Pension Fund (Canada), 10 Gateway Boulevard, Suite 520, Don ~~Mills~~, Ontario M3C 3A1.

ARTICLE 34

DURATION, TERMINATION AND RENEWAL

34.1

This Agreement shall become effective on April 1, 1994 and shall remain in force and effect until midnight, March 31, 1997. **Unless** otherwise indicated herein, **all terms and conditions (included fee schedules) will go into effect on January 1st, 1995, and will remain in effect until** midnight, March **31st, 1997**.

34.2

This Agreement shall be automatically extended from year to year thereafter unless either party gives to the other party **six months' notice in writing** prior to the anniversary date upon which the Agreement or any such renewal thereof terminates.

3  
Notwithstanding Article 34.2 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 parties.

IN WITNESS **WHEREOF**, the parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_

**CANADIAN BROADCASTING CORPORATION**

\_\_\_\_\_  
Anthony Manera  
President

\_\_\_\_\_  
Stephen Cotsman  
Vice.-President, Finance

\_\_\_\_\_  
Charles Gendron  
Vice-president, Human Resources

\_\_\_\_\_  
Jean Richer, Director  
Corporate Industrial & Talent Relations

\_\_\_\_\_  
Robert Thistle  
Senior Corporate  
Talent Relations Officer

\_\_\_\_\_  
Jean Fredette  
Premier agent national  
Relations avec les Artistes

---

Gregory Barnes  
Head, Radio Program Services

---

Tina Dallas  
Manager, Administration; Media Operations

---

Karen Kieser  
Coordinator of Strategic Initiatives  
English Radio Network Management

---

**ry Kourous**  
t 1 , Personal Service (

---

Brigitte Lemonde  
Coordonnatrice, Administration des productions  
Services des émissions de musique et de variétés TV

---

**Guy Quirion**  
Directeur de la gestion des ressources  
Television generale

---

Denis Rochefort  
Unit Administrator, English Regional Television

AMERICAN FEDERATION OF MUSICIANS  
OF THE UNITED STATES AND CANADA

---

Ray Petch  
Vice-president from Canada

WITNESSED:

## SCHEDULE "A"

### TERMS AND CONDITIONS

#### A.1

Fees for CBC produced programs or program segments which are produced on a segmented basis shall be as per Salary Grid A.1. Conditions of engagement shall be as follows:

- a) Musicians may be engaged to perform for programs (in which case fees will be based on program length) or for program segments (in which case fees shall be based on segment length). For House Bands, fees will always be based on program length.
- b) The contract must indicate at the time of engagement the number of uses (including unlimited use windows) being purchased by the Corporation. Any use in Appendix A.1 refers to use on CBC stations and affiliates only.
- c) Any use beyond that contracted at the time of engagement will be based on re-use rates elsewhere in this agreement, and will be calculated on the base (i.e. two (2) play) rate.
- d) The base rate will be the two (2) play rate, which will allow for two (2) plays over each Corporation owned and affiliated station (i.e., AM/FM or AM/AM or FM/FM). One (1) play shall be considered a single play on either AM or FM on the English language service, plus a single play on either AM or FM on the French language service.

#### A.1.1

Additional work time to be paid at the rate of:

Per hour	\$ 33.00
Per 1/2 hour or fraction thereof	16.50

The above rates are based on the following conditions:

#### A.1.2

The first session on any day prior to the day of broadcast must be a minimum three (3) hour session. This may be followed by two (2) hour sessions on the same day. Provided there is a minimum five (5) hour call on any one day, there may be a two (2) hour session followed by a three (3) hour session or two (2), two and one half (2 1/2) hour calls.

**A.1.3**  
Additional hours of work may be added in half-hour segments.

**A.1.4**  
Sessions held on the day of the broadcast or advance recording may be held with a minimum three (3) hour session, which may be divided into a **minimum 2-1/2** hour call plus the actual time consumed in taping or **air** within a five (5) hour time span. It **is** further agreed that, where these sessions exceed the **minimum**, the time span shall not apply.

**A.1.5**  
If **pre-recordings** are used during the rehearsal or recording of other elements of the program, musicians **who** took part in such **pre-recordings** shall be deemed to be present at such rehearsals or recordings and shall be credited a minimum of two (2) hours' additional work time.

**A.1.6**  
It is further agreed that in any eight (8) hour working day, a **maximum four (4)** hour session fee will be paid provided there has been a **minimum six (6)** hours for **pre-recording** purposes preceding the use of the **pre-recordings**. In the event it is necessary to **use** tapes beyond an eight (8) hour work day, the rate will be the work time rate for the one (1) hour for each two (2) hours or less.

**A.1.7**  
The Corporation will provide the leader or the playing contractor with complete information as to the use of tapes.

## **A.2**      Live or Advance Recorded

**A.2.1**  
When no audio **pre-recording** takes place involving musicians at any session and the program is produced in a live manner, the following conditions will apply.

### **A.2.2**

The following terms and conditions will apply to music contracted under this Article:

- a) Musicians may be engaged to perform for programs (in which case fees will be based on program length) or for program segments (in which case fees shall be based on segment length). For House Bands, fees will always be based on program length.

- b) The corporation **may** exercise prepaid re-use options for programs/segments contracted under Article A.2.5 as follows:
- i) **one (1) play** - Eighty percent (**80%**) of base fee,
  - ii) **two (2) plays** - One hundred percent (**100%**) of base fees,
  - iii) **three (3) plays** - One hundred and twenty-five percent (**125%**) of base fees,
  - iv) **one (1) year unlimited use window** - One hundred and **fifty** percent (**150%**) of base fees,
  - v) **three (3) year window** - One hundred and seventy-five percent (**175%**) of base fees,
  - vi) **seven (7) year window** - Two hundred percent (**200%**) of base fees.
- c) The **contract** must indicate at the time of engagement the number of uses (including unlimited **use windows**) being purchased by the Corporation. Any **use** in Article A.2.2 b) refers to use on **CBC stations** and **affiliates** only.
- d) Any use beyond that contracted at the time of engagement **will be based** on re-use rates elsewhere **in** this agreement, and **will be** calculated on the base (i.e. two play) rate.
- e) The base rate **will be** the **two (2) play rate**, which **will** allow for **two (2) plays** over **each Corporation owned and affiliated station** (i.e., AM/FM or AM/AM or FM/FM). **One (1) play** shall **be** considered a single play on either **AM** or **FM** on the **English language service**, plus a single play on either **AM** or **FM** on the **French language service**.

### A.2.3

The first session on any day prior to the day of broadcast must be a minimum three (3) hour session. This **may** be followed by two (2) hour sessions on **the same day**. Provided there is a **minimum** five (5) hour call on any one day, there **may** be a two (2) hour session followed by a three (3) hour session or two (2), two and one half (2 1/2) hour calls. These sessions to be paid at work time rate.

### A.2.4

Additional work time to be paid at the rate of:

Per hour	<b>\$ 33.00</b>
Per 1/2 hour or fraction thereof	<b>16.50</b>

The above rates are based **on** the following conditions:



**A.2.5**

Additional hours of work time may be added in half-hour segments.

**A.2.6**

Sessions held on the day of the broadcast or advance recording:

**2-1/2** hour call **\$114.60**

For each continuous **15** minute segment  
or part thereof **\$24.35**

which may be divided into a two **(2)** hour rehearsal plus the actual time of advance recording or broadcast of the show within a four **(4)** hour time span, it being understood that all time of advance recording or broadcast in excess of the thirty (30) minute program length shall be paid at the above rate. **If the Corporation has only purchased one (1) play at eighty percent (80%) of base rates, the time span shall be three and one-half (3 1/2) hours.**

**A.2.7**

Where a minimum three **(3)** hour session is called on the day of the advance recording or broadcast, no time span shall apply, and the work time rate shall apply to this session.

**A.2.8**

The actual time of advance recording or broadcast of the show shall be paid at the rate of:

**1/2** hour show **\$ 48.75**

**Plus** each continuous **15** minutes thereafter **24.35**

**A.2.9**

If any audio pre-recording involving musicians takes place during the above rehearsal session for a live broadcast, it shall be considered a violation, and an additional three (3) hour session shall be paid to each musician at the work time rate, in addition to the actual time worked.

**A.2.10**

It is further understood that during the live broadcast, no pre-recording shall be allowed, nor shall any stop-tape procedures be allowed, except to insert commercials or announcers copy. If any violation of this condition occurs, the musicians shall be engaged and paid in segments of fifteen **(15)** minutes at the rate of:

**\$ 24.35**

A.3 Leader or Conductor

For all engagements under Schedule "A", Leader or Conductor shall receive • Double the musician's fee, plus an additional fee for each musician over ten (10) in number in the orchestra of:

**\$ 9.65**

A.4 Overtime

Overtime at the rate of **fifty percent (50%)** additional fee will apply for **all** non-contracted sessions, provided that a new session may be called with a **minimum two (2) hour call** on **the same day**. **If** such two (2) hour **call** is further extended on that day, the overtime rate **will** again apply. **A new three (3) hour session** may be called on another day. Any musician who is unable to fulfil such **an** extended engagement will be deemed to be present and **will** be paid.

A.5 Simulcast

All services performed by members in **any** way connected with or used in the production of a program being simulcast shall be paid for at the television rates applicable to the said program, and, in addition, the leader, all musicians, **soloists**, recitalists and assistant conductor shall be paid the radio broadcast fees of:

For a half-hour **\$ 48.75**

Each continuous 15 minutes thereafter of program time **24.35**

Excluding radio audience fees.

A.6 Drama and Documentary Series

When the Corporation engages musicians for the production of drama and documentary series, the following conditions shall apply:

a) Per 3 hour session for each musician **\$131.10**

b) 13 - 1/2 hour shows, 21 scoring hours (7 sessions)

c) 13 - 1 hour shows, 40 scoring hours (13 sessions plus 1 hour).

Contracted Additional Work Time

Per 1/2 hour or part thereof

21.85

- e) Scoring requirements of fewer than thirteen (13) to be pro rata and to be scheduled in not less than three (3) hour session.
- f) The **scoring** for **any** episode or episodes of any series or number of series, or individual pictures, including pilot programs, may be intermixed and may be made in .00 or added to any **three** (3) or six (6) hour session.
- g) Recording hereunder for **any** program which is part of a series may be re-used in scoring for any one or more other programs of such series which are produced for broadcasting **during** the same broadcasting season for which such first program **was** produced, it being understood, however, that no such recording **may** be reused in other programs of any other program series, or in programs of the same program series produced for broadcasting during a subsequent broadcasting season. The term "broadcasting season" as used herein refers to periods of not more than **fifty-two (52)** weeks. Recording hereunder for a so-called pilot program may be re-used in other episodes of the series of which the pilot program becomes a part, but such reuse shall be limited to the first broadcasting season of such series.
- h) Re-use and foreign sales will be governed by the applicable provisions.
- i) The **following terms and conditions** will **apply to** music contracted **under** this Article:
  - a) The Corporation **may** exercise prepaid **re-use options** for programs/segments contracted under **Article A.2.5.as follows:**
    - i) **one (1) play - Eighty percent (80%) of base fee,**
    - ii) **two (2) plays - One hundred percent (100%) of base fees,**
    - iii) **three (3) plays - One hundred and twenty-five percent (125%) of base fees,**
    - iv) **one (1) year unlimited use window - One hundred and fifty percent (150%) of base fees,**
    - v) **three (3) year window - One hundred and seventy-five percent (175%) of base fees,**
    - vi) **seven (7) year window - Two hundred percent (200%) of base fees.**

- b) The contract must indicate at the time of engagement the **number of uses** (including unlimited **use windows**) **being purchased by the Corporation**. Any use in Article **A.6** i) a) refers to **CBC stations and affiliates** only.
- c) Any use beyond that contracted at the time of engagement will be based on **re-use rates** elsewhere in this Agreement, and **will be calculated on** the base (i.e. **two play rate**).
- d) The base **rate will be the two (2) play rate**, which will allow for **two (2) plays** over each **Corporation owned** and affiliated station (i.e., **AM/FM or AM/AM or FM/FM**). One (1) play **shall be considered a single play on** either **AM** or **FM** on the English language service, plus a **single play on** either **AM** or **FM** on the **French language service**.

**A.7**      Rest Periods

It is agreed that on all sessions there shall be a rest period of not less than ten (10) minutes per hour, and five (5) minutes per **U2** hour. Such rest period shall not be taken in the first 1/2 hour of the scheduled session, and no session shall **continue** for more than 1-1/2 hours without a rest period. Rest period **time** for broadcast call or advance recording call may be taken in advance.

**A.8**      Premium Fee

For all **services** covered by this Agreement, musicians shall receive a double fee when they are required to work or are deemed to be present while **pre-recordings** are being used for rehearsal or recording of other elements of the program between **midnight** and **8:00 AM**, on Sundays; or **on** the following holidays. The premium fee for Sundays does not apply to broadcast **recordings**. If on a Sunday there is work time followed by a broadcast, or the program is advance recorded, **no penalty payment will** be required. Advance recorded programs may be released, between **midnight** and **8:00 AM** on a Sunday, or on the following holidays, without premium payment being required.

When musicians are engaged to perform live between **midnight** and **8:00 AM** including Sundays, the premium fee **will** be **an additional 50%** of the appropriate fees of this agreement.

New Year's Day	<b>Good</b> Friday	Easter Monday
Victoria Day	Canada Day	Labour Day
Thanksgiving Day	Christmas Day	

**A.9**      Orchestra (more than one)

When more than one (1) orchestra is engaged for a broadcast or advance recording, provided there is **no** duplication of personnel, rehearsal hours for each orchestra shall be computed separately but otherwise in accordance with the provisions of this Schedule. When a featured group is engaged under the pre-recording provision on a program on which a large studio orchestra is engaged, such featured group may be engaged on a three (3) hour minimum engagement in which pre-recording may take place, but the fees applicable to the work time and program length may be computed according to the rates provided for "live" programs.

**A.10**   Musical Interviews - Radio

Interviews with musicians of fifteen (15) minutes or less duration prepared for insertion into a Radio Magazine Program of which the musical portion will **not** exceed **six (6)** minutes will be paid for at the minimum basic fee of One hundred and three dollars and seventy cents (**\$103.70**) per musician. This fee will include one (1) hour of work time. **Any** work beyond one (1) hour will be paid at the work time rate. Items recorded under **this** rule may not be sub-divided.

**Interviews with musicians of thirty (30) minutes or less duration** prepared for insertion into a **Radio Magazine** Program **of which the musical portion will not exceed twelve (12) minutes** will be paid for at the minimum basic fee of One hundred and twenty dollars (**\$120.00**) per musician. **This fee will include two (2) hour of work time.** **Any work beyond two (2) hour will be paid at the work time rate.** **Items recorded under this rule may not be sub-divided.**

**Audience fees and double fees for leader or single musicians do not apply under this provision.**

**SCHEDULES OF MINIMUM BASIC FEES**

SCHEDULE "B"

**MINIMUM BASIC FEE - MISCELLANEOUS PROVISIONS**

**B.1**

Accompanists for Auditions

- a)      Vocalist, Dramatic Presentation, etc.

**Minimum 1 hour call**      **\$ 93.30**

Additional time per **15** minutes or fraction thereof      **23.35**

b) Pianist alone for accompaniment of continuous auditions:	
<b>Minimum</b> 2 hour call	<b>\$ 93.30</b>
Additional time per 15 minutes or fraction thereof	<b>23.35</b>

**B.2.1**

Sound Consultant (Music)

Each hour or fraction thereof at least	<b>\$ 48.30</b>
--	-----------------

**B.2.2**

Sound Consultants will receive step-up fees for the re-use of programs in the same manner as applied to musicians, with the maximum fee being not more than the minimum basic leader's fee for the program.

**B.3**

Music Editor

Each hour or fraction thereof	<b>\$ 48.30</b>
-------------------------------	-----------------

**B.4**

Dressing Fee

**\$ 27.35**

**B.5**

Audience Fee

(for all **time** actually worked before an audience except remotes)

Musician

First 1/2 hour or less	<b>\$ 17.45</b>
------------------------	-----------------

Each additional 15 minutes or less thereafter	<b>8.65</b>
---	-------------

Leader or conductor - double the musician's fee.

**B.6.1**

**Rehearsal Pianist**

Minimum 2 hour call	<b>\$ 97.65</b>
Additional time per 1/2 hour or fraction thereof	<b>24.50</b>

**B.6.2**

Rehearsal pianists will receive step-up fees for the re-use of programs in the same manner as applied to musicians, with the maximum fee being not more than the minimum basic leader's fee for the program.

**B.7 Recitalist**

**Paid at Two hundred percent (200%) above applicable fees. Leader/single musician doubles do not apply.**

**B.8 Accompanist or recitalist**

**Paid at Two hundred percent (200%) above applicable fees. Leader/single musician doubles do not apply.**

**B.9 Chamber Groups fin French "Groupes ou ensembles de musique de chambre"**

**Paid at One hundred percent (100%) above applicable fees. Leader/single musician doubles do not apply.**

**B.10 Vocal Soloist Playing Own Accompaniment:**

When the soloist is the feature of a program or segment:

Per 1/2 hour or less, including 1/2 hour rehearsal	<b>\$ 217.60</b>
--	------------------

**B.11 Featured Musician**

Must be paid fifty percent (50%) over the total musician's fee for the broadcast, including work time, and shall be named during the broadcast.

## SCHEDULE "C"

### MINIMUM BASIC FEES FOR ORCHESTRAL CONCERT BROADCASTS (RADIO), REMOTE BROADCASTS (RADIO) AND OPERAS (RADIO)

#### C.1 Orchestral Concerts:

Orchestral **Concerts** may be contracted and **recorded** as per **Salary Grid C** of this Agreement. The following conditions of engagement **shall** apply:

- a) Musicians may **be engaged to perform** for programs (in which case fees **will be based** on program length) or for program segments (in which **case fees shall be based** on segment length)
- b) The **contract** must **indicate** at the time of engagement the number of uses (including **unlimited use** windows) being purchased by the Corporation. Any use in Appendix "C" refers to CBC stations and affiliates only.
- c) Any use beyond that **contracted** at the time of engagement **will be based on re-use rates** elsewhere in **this Agreement**, and **will be** calculated on the base (i.e. **two (2)** play) **rate**.
- d) The **base rate** will be **the two (2) play rate**, which will allow for **two (2)** plays over each **Corporation** owned and affiliated station (i.e., **AM/FM** or **AM/AM** or **FM/FM**). One play **shall be** considered a single play on either **AM** or **FM** on the English language service, plus a single play on either **AM** or **FM** on the French language service.
- e) Works **recorded** in one remote may be broadcast separately on different programs. The **parties agree** to assess this provision **during** the life of the Agreement and further agree that its **continuance will be subject to negotiations** during the next round of negotiations and agreement by both **parties** that the provisions of **this** clause will continue.
- f) 

Leader or Conductor	• double the musician's fee
Contractor	• 50% over the above fee
Playing Librarian	• 25% over the above fee
Soloist Member of Orchestra	• double the musician's fee
Steward	• 10% of the applicable musician's fee

The above rates and provisions apply under the conditions of Article 9.6 of the Agreement or as otherwise agreed to with the Vice-president **from Canada** after consultation with the Local.



## C.2 Operas

Operas may be recorded and broadcast upon payment of the applicable one hundred and eighty (180) minute Opera rate. This rate shall apply regardless of the length of the opera. The terms and conditions under Article C.1 and Article 9.7 shall apply.

## C.3 Non Orchestral or Advance Recorded Remotes

Upon Payment of One hundred and sixty-seven percent (167%) of applicable fees in Appendix C, a non-orchestral or advance recorded remote may be recorded and broadcast. In addition, there will be a seventy-five (75) minute option with a base rate of One hundred and ninety-seven dollars (\$197.00), and a one hundred twenty (120) minute option with a base rate of Two hundred and forty-two (\$242.00). The prepayment options in Appendix "C" apply to these rates at the appropriate percentages of the base rate, All of the terms and conditions in Article C.1 apply to this Article, as do the following provisions.

The foregoing rates do not include any additional work time. If any additional work time is required for the advance recording, the terms, conditions and fees in Schedule "A" relating to work time shall apply.

When CBC requests a sound check for the placement of equipment, the musicians will be paid an additional one (1) hour at the additional work time rate of thirty-two dollars (\$32.00) per hour which shall include a one (1) hour call immediately prior to the commencement of the engagement, the first half (1/2) hour of which can be used for the placement of equipment and sound check purposes.

## **SCHEDULE "D"**

### **MINIMUM BASIC FEES FOR REMOTE BROADCASTS (TELEVISION) AND OPERAS (TELEVISION)**

**NOT APPLICABLE FOR RADIO**

## SCHEDULE "E"

### MINIMUM BASIC FEES FOR RECORDED THEME MUSIC

#### E.1

Three (3) hour sessions during which there **may** be recorded not more than three (3) minutes **of** theme music for programs broadcast **as** a single series, for which the fee **shall** be Two hundred and ~~twelve~~ **dollars** and thirty-five **cents** (**\$212.35**).

Leader, single musician or contractor, double the musician's **minimum** basic fee.

#### E.1.1

One (1) hour session during which there may be recorded not more than one (1) minute of theme music for programs broadcast **as** a single series, for Station ID's, or for program area themes, for which the fee **shall** be:

Musician

\$ 123.80

Leader, single musician or contractor, double the musician's **minimum** basic fee.

#### E.1.2

The Corporation will be entitled to apply the **work time** rate which will **be** a minimum of one (1) hour immediately preceding the session. In the event that there is **a** separate call, such call shall be **a** three (3) hour minimum at the work time rate. It is understood that no recording may take place during the rehearsal (**work time**).

#### E.2

Theme music **may** be used on the **specific** program on which it was contracted for a period of one (1) year. Each year thereafter - **fifty** percent (50%).

#### E.3

If ten (10) or more musicians and leaders are engaged for any session, **a** contractor shall be engaged in the manner provided in Article 20, and shall be paid not less than double the musicians minimum basic fee described in E.1 and E.1.1.

#### E.4

Copyists taking part in work covered by this Schedule "E", shall be paid at the applicable minimum basic fees set out in this Agreement.

7.5

The arrangers and composers **taking** part in work covered **by this** Schedule "E", shall be paid such fees as may be negotiated with **them**, which fees shall be not less than the applicable minimum basic fees set out **in** this Agreement, but it **is** understood that unless a contract in **writing**, binding upon the arranger or composer, specifies that an arrangement or composition **will be** used as a recorded theme, such arrangement or composition may **only** be **so** used upon payment to the arranger or composer of the applicable **minimum** basic fees **set** out in this Agreement for each broadcast use of the said theme.

**SALARY GRID "A.1"**

**CBC PRODUCED (SEGMENTED)**

	<b>1 Play (80%)</b>	<b>2 Plays (100%) BASE RATE</b>	<b>3 Plays (125%)</b>	<b>1 Year Window (150%)</b>	<b>3 Year Window (175%)</b>	<b>7 Year Window (200%)</b>
<b>15 Minutes (2.5 Hr. Call)</b>	<b><i>\$105.00</i></b>	<b>\$115.00</b>	<b>\$144.00</b>	<b>\$172.50</b>	<b>\$201.00</b>	<b>\$230.00</b>
<b>30 Minutes (3.0 Hr. Call)</b>	<b><i>\$115.00</i></b>	<b>\$131.00</b>	<b>\$164.00</b>	<b>\$196.00</b>	<b>\$229.00</b>	<b>\$262.00</b>
<b>45 Minutes (4.5 Hr. Call)</b>	<b><i>\$159.00</i></b>	<b>\$197.00</b>	<b>\$246.00</b>	<b>\$295.00</b>	<b>\$345.00</b>	<b>\$394.00</b>
<b>60 Minutes (6.0 Hr. Call)</b>	<b><i>\$210.00</i></b>	<b>\$262.00</b>	<b>\$327.00</b>	<b>\$393.00</b>	<b>\$458.00</b>	<b>\$524.00</b>
<b>75 Minutes (7.5 Hr. Call)</b>	<b><i>\$263.00</i></b>	<b>\$323.00</b>	<b>\$410.00</b>	<b>\$492.00</b>	<b>\$574.00</b>	<b>\$656.00</b>
<b>90 Minutes (9.0 Hr. Call)</b>	<b><i>\$314.00</i></b>	<b>\$393.00</b>	<b>\$491.00</b>	<b>\$590.00</b>	<b>\$688.00</b>	<b>\$786.00</b>

All calls over program/segment minimum hours at work time rates

Shaded areas represent pre-existing rates.

Numbers in italics do not equal exactly 80% of base rate.

**SALARY GRID "C"**

**ORCHESTRAL REMOTES**

	<b>1 Play (80%)</b>	<b>2 Plays (100%) BASE RATE</b>	<b>3 Plays (125%)</b>	<b>1 Year Window (150%)</b>	<b>3 Year Window (175%)</b>	<b>7 Year Window (200%)</b>
<b>30 Minutes</b>	<i>\$62.00</i>	\$75.00	\$94.00	\$113.00	\$131.00	\$150.00
<b>60 Minutes</b>	<i>\$84.00</i>	\$105.00	\$131.00	\$157.00	\$184.00	\$210.00
<b>90 Minutes</b>	<i>\$105.00</i>	\$131.00	\$164.00	\$197.00	\$229.00	\$262.00
<b>135 Minutes</b>	<i>\$120.00</i>	\$152.00	\$190.00	\$228.00	\$266.00	\$304.00
<b>180 Min/Opera</b>	<i>\$168.00</i>	\$210.00	\$263.00	\$315.00	\$368.00	\$420.00

The C.3 rates to be replaced by payment of 167% of applicable rate above, with additional 2-play C.3 rates of \$197.00 for 75 minutes and \$242.00 120 minutes: 1-play; 3-play and window percentages to apply.

Shaded areas represent pre-existing rates.

Numbers in italics do not equal exactly 80% of base rate.

# APPENDIX "A" CONTRACT FORM

Please type or print with ball point pen on hard writing surface and press firmly. Make sure all copies are legible.

**NO CARBON REQUIRED**



**AMERICAN FEDERATION OF MUSICIANS  
OF THE UNITED STATES AND CANADA** ♦ TMA-2 09101 ♦  
RADIO  TELEVISION

THIS CONTRACT for the personal services of musicians, who are members of the American Federation of Musicians of United States and Canada, between the undersigned employer (hereinafter called the Employer) and the musicians named herein (hereinafter called the Employees) represented by the undersigned representative.

WITNESSETH that the Employer employs the service of the Employees as Musicians severally, and the Employees severally through their representative agree to render collectively to the Employer, services as musicians in an orchestra or band according to the terms and conditions contained herein. The terms and conditions on the reverse side hereof are an express part of this contract as though set out in full below.

LOCAL NO.	LEADER	NO. MUSICIANS (INCL. LEADER)	TOTAL CONTRACTED FEE \$ PLUS % OF MINIMUM 75 BASIC FEE	PENSION (AFM-IPM CANADA)		
PROGRAM		<input type="checkbox"/> NETWORK <input type="checkbox"/> LOCAL				
LOCATION OF ENGAGEMENT						
TYPE OF ENGAGEMENT	<input type="checkbox"/> LIVE PATRON	<input type="checkbox"/> LIVE RECORD	<input type="checkbox"/> AUDITION	<input type="checkbox"/> THEME OR BALLAD	<input type="checkbox"/> DANCE OR ENTERTAINMENT	<input type="checkbox"/> OTHER
	<input type="checkbox"/> STEERING PATRON	<input type="checkbox"/> REHEARSAL RECORD	<input type="checkbox"/> BROADCAST RECORD	<input type="checkbox"/> BROADCAST	<input type="checkbox"/> REHEARSAL RECORD	<input type="checkbox"/> COMMERCIAL RECORD
DATE AND TIME OF ENGAGEMENT (If remote list selections to be recorded)						
DATE:	TIME: FROM	TO				

WORK SCHEDULE	DATE	FROM	P.M.	TO	P.M.	DATE	FROM	P.M.	TO	P.M.
	DATE	FROM	P.M.	TO	P.M.	DATE	FROM	P.M.	TO	P.M.
	DATE	FROM	P.M.	TO	P.M.	DATE	FROM	P.M.	TO	P.M.
SURNAME, GIVEN NAME AND INITIAL(S)										
LEADER										
DOUBLING, ETC.										
CANADIAN SOCIAL INS. NO. OR U.S. SOCIAL SEC. NO.										
LOCAL NO.										
TOTAL CONTRACTED FEE										

ACCEPTED BY EMPLOYER		ACCEPTED BY EMPLOYEE(S) (Leader)	
LOCATION	DATE	ADDRESS	DATE
		TELEPHONE	
		EMPLOYER'S COPY	
FOR B.F. OF M. A.F.M. FUND (CANADA) USE ONLY		DATE POSTED	POSTED BY

APPENDIX "B"

TEMPORARY WORK PERMIT

PERMIT # \_\_\_\_\_

Local \_\_\_\_\_ AFM

THIS PERMIT ENTITLES:

NAME \_\_\_\_\_

PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_

SIN # \_\_\_\_\_

\_\_\_\_\_

GST # \_\_\_\_\_

\_\_\_\_\_

GROUP \_\_\_\_\_

to perform as a musician on a CBC Radio \_\_\_\_\_ TV \_\_\_\_\_  
engagement:

PROGRAM NAME \_\_\_\_\_ DATE(S) \_\_\_\_\_

under the terms of the current CBC-AFM Agreement, excluding article 15  
(Radio-Broadcast Recording), subject to the following terms and  
conditions:

1. The undersigned authorises the CBC to deduct the sum of \$50.00  
(Radio) \_\_\_\_\_ or \$75.00 (TV) \_\_\_\_\_ for this Work Permit, plus any  
work dues payable to the AFM for services rendered under the Work  
Permit.
2. The undersigned shall enjoy all the rights and privileges of AFM  
membership, pertaining only to the engagement specified above.  
No other membership rights are either expressed or implied.
3. The undersigned has never been a member of any AFM Local.
4. A maximum of two (2) Work Permits may be issued to an applicant  
who may become a full member of the AFM in Canada at any time  
during the term of the current CBC-AFM Agreement and the Work  
Permit costs shall be deducted from the membership fee charged.
5. The undersigned agrees that pension payments set forth in article  
33 of the CBC-AFM Agreement shall be contributed by CBC to the  
AFM-EPW Fund (Canada) in the name of the applicant.

I, THE UNDERSIGNED, DECLARE THAT:

I have never previously been issued an AFM Work Permit \_\_\_\_\_

I have previously been issued an AFM Work Permit by Local \_\_\_\_\_

\_\_\_\_\_  
(City)

I HEREBY AGREE TO AND ACCEPT THE ABOVE TERMS AND CONDITIONS

4 COPIES:  
CBC.....  
MUSICIAN....

SIGNED: \_\_\_\_\_ DATE \_\_\_\_\_

**APPENDIX "C"**

**JOINT COMMITTEE**

**The parties agree that from time to time, a Joint Committee will be established between the CBC and the AFM.**

**The purpose of these meetings will be to discuss matters of mutual interest such as the use of electronic music and live music, programming trends, general matters regarding broadcasting in both Radio and Television.**

**Prior to the terms and conditions of this Agreement taking effect, the parties agree to meet and reformat the general terms and conditions of this Collective Agreement.**

**The parties further agree to meet during the life of this agreement to discuss payroll reporting.**

**THIS MEMORANDUM OF AGREEMENT IS SIGNED THIS 5th DAY OF OCTOBER, 1994.**

**FOR THE CANADIAN  
BROADCASTING CORPORATION**

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**FOR THE AMERICAN  
FEDERATION OF MUSICIANS:**

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