



Agreement

between

The National Film Board of Canada

and

*The American Federation of Musicians
of the United States and Canada*

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THIS AGREEMENT made this 15th day of December 1998.

BETWEEN NATIONAL FILM BOARD OF CANADA
hereinafter called “the NFB”

**AND AMERICAN FEDERATION OF MUSICIANS
OF THE UNITED STATES AND CANADA,**
hereinafter called “the AFM”
OF THE OTHER PART

RECOGNITION

Bargaining Unit: The NFB recognizes the AFM as the exclusive bargaining agent for the Musicians engaged by the NFB subject to the Status of the Artist Act (S.C. 1992, ch. 33) to perform the functions described in the certification by the Canadian Artists and Producers Professional Relations Tribunal on January 16, 1997. The parties further agree that, with the exception of provisions related to copyists included in Article 1 ■ and Schedule “C” of this agreement, the Status of the Artist Act (the “Act”) will take precedence over any of the articles of this agreement.

IT IS AGREED by and between the parties hereto that the following terms and conditions shall apply with respect to the engagement of members of the AFM by the NFB.

1. SCOPE

- (a) This agreement shall come into force as of the 1st day of February, 1999 with respect to the engagement of members of the AFM by the NFB .
This agreement also applies:
- (i) to co-productions where the NFB is the majority partner, and
 - (ii) to musicians engaged by an employer other than the NFB, who appear on film while being recorded playing an instrument.
- (b) Recruiting and other Department of National Defence **films** for the three armed services, which do not go to the public and have no commercial content are specifically excluded from the terms of this agreement on music sound track or music recordings for **films** produced by the NFB.

2. DEFINITIONS

MUSICIAN – means a person other than the leader performing as an instrumentalist in a group or orchestra.

LEADER – means the director of any group or orchestra, who shall select the musicians and sign the contract(s) with the producer on behalf of the musicians.

SINGLE MUSICIAN – means an instrumentalist who performs alone.

CONTRACTOR – means a playing or non-playing musician appointed by the leader whenever eight (8) or more musicians are engaged including leader. The contractor shall be:

- present on the entire engagement;
- responsible on behalf of the leader, for engaging the musicians;
- responsible for the orchestral conduct;
- will adhere in all matters, to the laws and regulations of the Local, to any regulations of the AFM pertaining to this agreement and, to all provisions of this agreement.

STEWARD – means a playing member of the group appointed by and reporting to the Local in whose jurisdiction they are contracted whenever three (3) or more musicians are engaged.

BASIC SESSION – means a minimum call of three (3) hours during which a maximum of thirty (30) minutes of music may be recorded.

3. APPLICABLE FEES

- (a) The NFB agrees to pay to members of the AFM engaged by it at the rates or scales of pay and upon the conditions of employment set forth in Schedule “A” attached hereto and forming part of this agreement, for all music sound tracks and music recordings.
- (b) This condition does not apply to members of the AFM who are full-time salaried employees of the NFB and whose duties include composing, music editing, arranging, etc., except when their services are required as conductors, contractors, copyists, and instrumentalists, in which case they will be paid in accordance with the terms of this agreement.

4. PENSION FUND

In addition to the musician’s minimum basic fee as provided for in this agreement, the NFB shall pay ten percent (10%) of such fee for each musician to the American Federation of Musicians and Employers Pension Welfare Fund (Canada). This amount is to be forwarded with a copy of the Form B Contract and a cheque made payable to the AFM-EPW Fund (Canada), to 2255 Sheppard Avenue East, Suite A110, North York, Ontario M2J 4Y1.

5. MEMBERSHIP

Only the services of members in good standing of Canadian Locals of the AFM shall be engaged for the performance of any service within the classifications covered by this agreement unless specified elsewhere in this agreement.

6. WORK PERMITS (Canadian residents only)

Non-Members:

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 per musician for three (3) separate engagements during the term of this agreement.
- Copyists engaged under Schedule "C" of this agreement, and Arrangers engaged under Schedule "D" 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 one hundred dollars (\$100.00).
- Work permit deductions will be remitted on a monthly basis in separate cheques made payable to the Locals where the engagements took place.
- At least forty-eight (**48**) hours prior to the engagement taking place, the NFB 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 NFB if a musician is ineligible for a work permit at the time the request for a work permit number is made.
- A waiver can be obtained from the AFM Canadian office for the use of non-members where special circumstances warrant it.

7. TELEVISION CLIPS OR FILLERS

In the production of music sound track for television clips or fillers, excluding all commercial advertising content, not exceeding three (3) minutes in length, the rates and conditions are as set out in Schedule "B" attached hereto to this agreement. There shall be a minimum call session of one-hour during which recording not exceeding three (3) minutes may be recorded.

8. LICENCE FEES

The NFB agrees to obtain and pay, prior to each engagement of members of the AFM, all and any licences and fees required to be obtained from or to be paid to the Society of Composers, Authors and Music Publishers of Canada (SOCAN) or any other person, firm or corporation legally entitled to require licensing and/or payment of fees for the use of music with respect thereto and indemnify and save harmless the members of the AFM and their representatives of and from any and all claims now or hereafter made against them or any one or more of them with respect to each engagement.

9. AFM ACCREDITATION (CAPPRT)

It is agreed that AFM accreditation does not extend to music composers (except for pension calculation as provided in the CAPPRT decision) or to copyright concerns of AFM members.

10. SCORING IN CANADA

The NFB agrees not to score any music sound track or music recording outside of Canada. In cases where the NFB is shooting a documentary film in and about a country outside Canada, the NFB may record music relative to a film in such country or countries, only with the written consent of the AFM, which consent shall not be unreasonably withheld.

11. CONDITIONS AND FEES

- (a) Conditions and fees for musicians, leaders, single musicians, contractors and stewards shall be as provided in Schedule "A".
- (b) Copying - conditions and fees for copying shall be as provided in Schedule "C".
- (c) Arranging, Orchestrating and Voicing - Conditions and fees for arranging, orchestrating and voicing shall be as provided in Schedule "D".
- (d) Sideline Musicians - Conditions and fees for sideline musicians shall be as provided in Schedule "E".
- (e) Electronic Music Devices - Conditions and fees for electronic music devices (EMD's) shall be as provided in Schedule "F".

The fees payable herein are minimum fees for services rendered and shall not preclude a member(s) from negotiating fees at rates higher than those payable hereunder.

12. WORK DUES DEDUCTIONS

The NFB agrees to deduct local work dues on a percentage rate basis as provided in Schedule "G". The said deductions will be remitted in separate cheques made payable to the locals and sent to the locals on a monthly basis. 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 Staff Relations Advisor, Human Resources Branch of the NFB at least **two (2)** calendar months prior to the effective date of such amendments.

13. CONTRACTS

Whenever members are engaged by the Producer or perform any service covered by this agreement, 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 begins or immediately thereafter. It shall be negotiated between the Producer and the leader (or other members as outlined in this Agreement) and executed by them. In the case of arrangers and copyists, the contracts shall indicate the fee on which the AFM-EPW Fund (Canada) contributions will be calculated.

In all cases, contracts must be submitted to the NFB within fifteen (15) working days following completion of work and payment for such will be made within fifteen (15) working days after receipt.

14. DISTRIBUTION RIGHTS

Upon payment of the fees set forth herein, the NFB may commercially distribute the film worldwide in perpetuity which includes theatrical and/or public showings, broadcast uses, retail sales/rentals of video cassettes, CD ROM/Multimedia, Internet and all related uses as presently known and in the future may exist.

15. TERM OF AGREEMENT

This agreement shall remain in full force and effect for three years from the 1st day of February 1999 and shall continue in force from year to year thereafter unless terminated by either party by notice in writing directed to the other party and delivered or mailed by prepaid registered post prior to the 30th day of September in any such year.

16. NOTIFICATION

The addresses of the parties hereto for the purpose of giving notice or reporting hereunder, until further notice, are as follows:

National Film Board
3155 Côte de Liesse Road
Montreal, Qc
H4N 2N4.

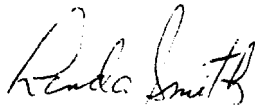
The American Federation of Musicians
of the United States and Canada
75 The Donway West, Suite 1010
Don Mills, ON
M3C 2E9

IN WITNESS WHEREOF THE PARTIES hereto have executed and signed these presents under the hands of their proper officers duly authorized in the behalf.

NATIONAL FILM BOARD OF CANADA



Sandra Macdonald
Government Film Commissioner



Linda Smith
Staff Relations Advisor

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



David J. Jandrisch
Vice-President for Canada

SCHEDULE "A"**RATES AND CONDITIONS**

Basic Session – The first session on any day shall be a “Basic Session” and shall be a minimum call of three (3) hours during which a maximum of thirty (30) minutes of music may be recorded. The fee for a Basic Session shall be \$225.15 (\$229.65/Feb. 1, 1999; \$234.25/Feb. 1, 2000; \$238.94/Feb. 1, 2001) per musician.

Engagements of two sessions (completed within a twelve (12) hour period may be divided into two periods at the convenience of producer, with no less than one (1) hour between sessions.

All work performed between the hours of midnight and 9:00AM shall be paid at the rate of time-and-one-half.

Additional Work Time:

The NFB may initially contract musicians for a session of more than three (3) hours. In such cases, the time in excess of the basic session (three (3) hours) shall be known as additional work time and shall be paid for in minimum half-hour (½) segments at 1/6 of the basic session fee. An additional five (5) minutes of recorded product is allowed for each half-hour (½) of additional work time.

Leader and single musician – double musician’s fee;

Contractor – fifty percent (**50%**) over musician’s fee;

Steward - ten percent (10%) over musician’s fee;

Overtime

All work performed in addition to the originally contracted hours shall be considered overtime, and must immediately follow the session for which the musician(s) have been engaged. The total time of final recorded product shall not be increased during overtime periods.

Overtime not later than midnight, per fifteen (15) minutes or fraction thereof, per person at the rate of: \$18.80 (\$19.18/feb. 1, 1999; \$19.56/Feb. 1, 2000; \$19.95/Feb. 1, 2001).

Overtime after midnight, until 9:00AM, per fifteen (15) minutes or fraction thereof, per person at the rate of: \$28.15 (\$28.71/feb. 1, 1999; \$29.28/Feb. 1, 2000; \$29.87/Feb. 1, 2001).

Overtime must immediately follow a regular session. All hours not continuous will be charged as additional sessions.

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REST PERIOD

On all sessions there shall be a rest period of not less than then (10) minutes per hour or five (5) minutes per half-hour. Such rest period may be combined at the discretion of the producer (i.e. two fifteen (15) minute rest periods or one thirty (30) minute rest period for a basic session). It is understood that the rest period commences at the time the musicians leave the stand, and the musicians must be in their seats, ready to play at the end of the designated period. Such rest period shall not be taken in the first half-hour (½) of the scheduled session and no session shall continue for more than 1 and half-hour (1 ½) without a rest period.

Doubling

1. The following doubling by an instrumentalist is permitted without the payment of any additional fee:
 - a) piano and celeste when furnished by the NFB;
 - b) any two of the clarinet family other than bass clarinet or Eb clarinet;
 - c) any two of the saxophone family other than bass saxophone;
 - d) any two of the flute family (except piccolo);
 - e) It is agreed that doubling shall not apply when Rock'n'Roll or similar groups have been engaged in a featured capacity (i.e. not accompanying or acting as a studio orchestra) and/or when the group is already organized and not engaged individually by the NFB.

2. With the exception of the authorized doubles set out in Article 1, an instrumentalist playing any additional instruments, whether during sessions, additional work time, or recording thereof or therefore, shall be paid in addition to his minimum basic fee, an amount equal to fifty percent (50%) of the minimum basic musician's fee for the engagement for the first double, and twenty-five percent (25%) for the second and each subsequent double.

3. Instruments which a percussionist may be required to play are divided into three (3) sections as follows:

| Section 1 (Drums) | Section 2 | Section 3 (Mallet and Keyboard) |
|---|--|--|
| <ol style="list-style-type: none"> a) Snare Drum b) Bass Drum c) Cymbals d) Toms-Toms e) Accessories of a non-chromatic or non-keyboard nature | <ol style="list-style-type: none"> a) Tympani | <ol style="list-style-type: none"> a) Orchestral Bells b) Chimes c) Xylophone d) Vibraphone e) Accessories of a keyboard and chromatic nature |

A percussionist must be contracted for only one of the three 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 other section only other than the one in which s/he was engaged.

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

Sundays and Holidays

All work taking place in whole or in part on Sunday or on any of the following holidays:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Day

shall be paid for at double the rates in these Schedules.

SCHEDULE "B"

For article 7 of this agreement, the following rates and conditions shall apply:

The minimum fee per musician shall be:

- musician – \$123.40 (~~(\$125.87/~~Feb. 1, 1999; ~~\$128.39/~~Feb. 1, 2000; **\$130.96/**Feb. 1, 2001);
- leader – double musician's fee;
- contractor – fifty per cent (50%) over musician's fee;
- steward – ten per cent (10%) over musician's fee.

Overtime continuously following the one hour session shall be based on units of 20 minutes and shall be paid at the rate of one third (1/3) of the minimum call session.

All other provisions of the agreement will prevail.

SCHEDULE "C"

Copying

The NFB voluntarily agrees that copyists engaged as independent contractors will be covered by this agreement. In the event that the Canadian Artists and Producers Professional Relations Tribunal certifies the AFM with respect to copyists before termination of this agreement, such certification shall extend to this Schedule.

1. All copying, whether for instrumental or vocal music, done at the request of the NFB, its employees or agents, shall be done by members.
2. All work covered by Article 1 shall be covered by a standard AFM contract and shall be paid no less than the basic minimum fee as set out in the following Schedule for the first use only by the NFB of any such copying.
3. 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.
4. 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.
5. Copyists shall receive the following premium rates:
 - a) For work required to be done at the NFB'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 NFB's request on all holidays listed in Schedule "A", the listed rate plus one hundred percent (100%).
6. **Time Work** – Additions, cuts, alterations, 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 for at the rate of:

| | Sept. 1 1997 | Feb. 1 1999 | Feb. 1 2000 | Feb. 1 2001 |
|------------------------------|-----------------|----------------|----------------|----------------|
| Per hour or fraction thereof | \$17.85 | \$18.21 | \$18.57 | \$18.94 |

7. All AFM/EPW (Canada) payments applicable to this Agreement shall be applied on behalf of the copyist(s).
8. Contracts must be submitted within fifteen (15) working days following completion of work, and payment of such will be made within fifteen (15) working days after receipt.

**SCHEDULE OF MINIMUM BASIC FEES FOR COPYING
(per page)**

| | Sept. 1 1997 | Feb. 1 1999 | Feb. 2 2000 | Feb. 3 2001 |
|--|-------------------------|------------------------|------------------------|------------------------|
| 1. Single stave parts, single notation | \$ 3,00 | \$ 3,06 | \$ 3,12 | \$ 3,18 |
| Single stave parts, chorded, more than two (2) voices | \$ 6,30 | \$ 6,43 | \$ 6,55 | \$ 6,69 |
| 2. Double stave parts: | | | | |
| chorded (piano, harp, organ, celeste, etc.) | \$ 6,30 | \$ 6,43 | \$ 6,55 | \$ 6,69 |
| Plus vocal cue | \$ 7,90 | \$ 8,06 | \$ 8,22 | \$ 8,38 |
| 3. Rhythm piano parts | | | | |
| (chord symbols plus bass line) | \$ 5,25 | \$ 5,36 | \$ 5,46 | \$ 5,57 |
| Plus vocal cue | \$ 6,80 | \$ 6,94 | \$ 7,07 | \$ 7,22 |
| 4. Piano - vocal - three (3) stave with single set of lyrics | \$ 7,95 | \$ 8,11 | \$ 8,27 | \$ 8,44 |
| 5. Lead sheet (melody plus chord symbols | | | | |
| plus one (1) set of lyrics) | \$ 7,95 | \$ 8,11 | \$ 8,27 | \$ 8,44 |
| 6. Vocal Parts | | | | |
| a) Single voice line plus one (1) set lyrics | \$ 6,30 | \$ 6,43 | \$ 6,55 | \$ 6,69 |
| b) Group or choir parts with one (1) set lyrics | \$ 10,00 | \$ 10,20 | \$ 10,40 | \$ 10,61 |
| c) Foreign language lyrics (other than French or English) | | | | |
| extra page | \$ 1,50 | \$ 1,53 | \$ 1,56 | \$ 1,59 |
| 7. Conductor Parts | | | | |
| a) Conductor's lead sheet | | | | |
| single stave with worded cues only | \$ 8,45 | \$ 8,62 | \$ 8,79 | \$ 8,97 |
| b) Conductor, piano-conductor, production - control | | | | |
| two (2) or three (3) stave with leadline, bass line chord | | | | |
| symbols and notated instrumental cues or word cues | \$ 11,40 | \$ 11,63 | \$ 11,86 | \$ 12,10 |
| c) Piano - conductor part - fully chorded with | | | | |
| instrument cues and constructed from the score | \$ 18,65 | \$ 19,02 | \$ 19,40 | \$ 19,79 |
| Adding lyrics or words (per set, per page) | | | | |
| a) Single stave | \$ 1,65 | \$ 1,68 | \$ 1,72 | \$ 1,75 |
| b) Multiple stave parts | \$ 1,65 | \$ 1,68 | \$ 1,72 | \$ 1,75 |
| c) Foreign language (other than French or English) | \$ 2,50 | \$ 2,55 | \$ 2,60 | \$ 2,65 |
| 8. Numbering bars (per page) | \$ 0,80 | \$ 0,82 | \$ 0,83 | \$ 0,85 |
| 9. Adding chord symbols : | | | | |
| a) Single stave | \$ 1,65 | \$ 1,68 | \$ 1,72 | \$ 1,75 |
| b) Multiple stave parts | \$ 1,00 | \$ 1,02 | \$ 1,04 | \$ 1,06 |
| 10. Master copy, or any part for reproduction | Double the art price | | | |
| 11. Time rates for copyists | | | | |
| a) from 9:00 a.m. to midnight (per hour) | \$ 17,80 | \$ 18,16 | \$ 18,52 | \$ 18,89 |
| b) from midnight to 9:00 a.m. (per hour) | \$ 35,80 | \$ 36,52 | \$ 37,25 | \$ 37,99 |
| c) on all holidays listed in Schedule " A (per hour) | \$ 35,80 | \$ 36,52 | \$ 37,25 | \$ 37,99 |
| 12. Adding symbols (other than chord symbols) | | | | |
| for electronic instruments or devices | | | | |
| a) Single stave parts | \$ 1,65 | \$ 1,68 | \$ 1,72 | \$ 1,75 |
| b) Multiple stave Darts | \$ 1,00 | \$ 1,02 | \$ 1,04 | \$ 1,06 |

14. The following shall also apply:

- 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 prorated. 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) There shall be an average of four (4) measures per stave, 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 NFB, or supplied by the copyist(s) at reasonable cost.
- e) Divisi parts (two (2) voices only) shall be paid for at one and one-half times the listed rate.
- f) Transposition of parts from concert for B flat, E flat, and F instruments shall be deemed normal and paid for at the listed rate. Any other transposition shall be paid for at the listed rate, plus fifty percent (50%).
- g) Use of rehearsal letters or numbers every two (2), three (3) or four (4) parts or to circumvent payments for numbering of bars shall not be allowed and shall not be deemed normal practice.
- h) Copying services involving the complexities of unconventional score notation shall be paid at the basic minimum rate of scale, plus twenty-five percent (25%).
- i) Special routine (including editing) when required by the NFB, where two (2) or more scores or orchestral parts must be used or referred to in extracting the parts, shall be paid for a fifty percent (50%) more than the listed rate. Special routine work shall also apply to copying from a sketch score.
- j) 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.

| | Sept. 1 1997 | Feb. 1 1999 | Feb. 1 2000 | Feb. 1 2001 |
|---|-------------------------|------------------------|------------------------|------------------------|
| k) Proofreading, if required by the NFB, shall be paid for at the hourly rate of: (per hour) | \$17.80 | \$18.16 | \$18.52 | \$18.89 |

SCHEDULE "D"**ARRANGING AND ORCHESTRATING**

1. All arranging, orchestrating of music, whether instrumental or vocal, done within the territorial jurisdiction of the AFM at the request of the NFB, 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 NFB of any such arrangements.
2. No office space charge or commission is to be deducted from any of the basic minimum fees applicable under this Agreement.
3. Arrangers shall stamp the score with their **official** union stamp. The date of the work shall be marked clearly on the score.
4. 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).
5. Arrangers shall receive the following premium rates:
 - a) For work required to be done at the NFB'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 NFB's request on all holidays listed in Schedule A, the listed rate, plus one hundred percent (100%).
6. Time rates for arranging and orchestrating done at the request of the NFB 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.
7. All AFM-EPW (Canada) payments applicable to this Agreement shall be applied on behalf of the **arranger(s)**.
8. The following conditions shall also apply for arranging and orchestrating :
 - a) The fee payable for arranging and orchestrating under Schedule "D" 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 at the rate of an additional instrumental part with each vocal line being equal to one (1) instrumental part.
- h) The word "**PIANO**" shall be deemed to include organ, harp, celeste, harpsichord, accordion, cymbalom, etc., when written on two (2) staves.
- i) 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 the following Schedule.

- j) The NFB shall be entitled to one-half hour consultation time for each arrangement assigned without additional payment.

SCHEDULE OF MINIMUM BASIC FEES FOR ARRANGING AND ORCHESTRATING

| | Sept. 1 1997 | Feb. 1 1999 | Feb. 2 2000 | Feb. 3 2001 |
|---|-----------------|----------------|----------------|----------------|
| 1. For not more than ten (10) parts per score page: | | | | |
| a) Making an arrangement and orchestrating it | \$ 15,85 | \$ 16,17 | \$ 16,49 | \$ 16,82 |
| b) Orchestrating an arrangement (No changes or additions required. See definition for orchestration). | \$ 8,90 | \$ 9,08 | \$ 9,26 | \$ 9,45 |
| 2. For each additional line part or voice in excess of ten (10) parts per score page. | \$ 0,80 | \$ 0,82 | \$ 0,83 | \$ 0,85 |
| 3. For adding parts to a score already orchestrated perscore page, per part. | \$ 1,10 | \$ 1,12 | \$ 1,14 | \$ 1,17 |
| 4. For adding piano part, per score page | \$ 1,85 | \$ 1,89 | \$ 1,92 | \$ 1,96 |
| a) Chord symbols and bassline | \$ 1,85 | \$ 1,89 | \$ 1,92 | \$ 1,96 |
| b) Fully notated | \$ 8,15 | \$ 8,31 | \$ 8,48 | \$ 8,65 |
| In addition, the following shall apply: | | | | |
| c) Taking down a lead and harmonization (chord symbols) produced vocally, instrumentally or by mechanical device, including symbols (single line) per four (4) bars | \$ 4,50 | \$ 4,59 | \$ 4,68 | \$ 4,78 |
| d) For scoring a two (2) line piano-conductor part from an orchestral score, per four (4) bars | \$ 8,20 | \$ 8,36 | \$ 8,53 | \$ 8,70 |
| Same, but a three (3) line piano-conductor part, per four (4) bars | \$ 10,95 | \$ 11,17 | \$ 11,39 | \$ 11,62 |
| e) For scoring for solo, piano, harp, accordion, etc. | \$ 8,20 | \$ 8,36 | \$ 8,53 | \$ 8,70 |
| f) For scoring for choral voices (where they are not part of an instrumentalscore, (four (4) bar per page, to consist of not more than four (4) voices) and to include piano accompaniment. | | | | |
| i) Chord symbols and bassline per four (4) bars | \$ 7,85 | \$ 8,01 | \$ 8,17 | \$ 8,33 |
| ii) For fully notated piano part per four (4) bars | \$ 15,95 | \$ 16,27 | \$ 16,59 | \$ 16,93 |
| iii) Each additional voice per four (4) bars | \$ 0,80 | \$ 0,82 | \$ 0,83 | \$ 0,85 |
| g) Time rates for arrangers and/or orchestrators to be used only on adjustments, work at rehearsals, alterations, additions and in other situations where page rates are impractical (minimum call for four (4) hours per hour) | \$ 28,40 | \$ 28,97 | \$ 29,55 | \$ 30,14 |
| Consultation time over and above the free time provided for in Article 9k) shall be paid for at the rate of (per hour) | \$ 44,10 | \$ 44,98 | \$ 45,88 | \$ 46,80 |

SCHEDULE "E"

SIDELINE MUSICIANS

1. A sideline musician is a member who is filmed miming a musical instrument, but not recording.
2. Musician(s) may record at the prevailing session rates and also act as a sideline musician(s) if s/he is engaged by the NFB to perform in both categories.

FEES FOR SIDELINE MUSICIANS

September 1, 1997 - \$182.10; Feb. 1, 1999 - \$185.74; Feb. 1, 2000 - \$189.46;
Feb. 1, 2001 - \$193.25

Leader, contractor, steward as in the agreement. This fee covers an eight (8) hour call or less in any one day including a one (1) hour meal break.

SCHEDULE "F"***ELECTRONIC MUSIC DEVICES (EMD'S)*****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, computer hardware and software, digital sampling devices, etc., whose sound is generated solely by electronic means).

This Schedule 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..

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

3. PRE-PRODUCTION PROGRAMMING

The NFB may engage a pre-production programmer at either the rate of \$64.90 (\$66.20/Feb. 1, 1999; \$67.52/Feb. 1, 2000; \$68.87/Feb. 1, 2001) per minute of running time or per hour of programming work time as previously agreed to by the NFB and the programmer. Such 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 sequencer programming data, synthesizer "patch" information, etc.

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.

4. "REAL-TIME" ENGAGEMENTS

- a) "Real-time" applies to an engagement where:
 - i) the musician is hired to perform on an EMD, and;
 - ii) such performance is live and;
 - iii) the EMD is used in the same manner as traditional musical instruments or for the purpose of creating musical effects.
- b) 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 seventy-five percent (75%) regardless of the number of EMD's which are MIDI-ed.
- c) 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 seventy-five percent (75%).
- d) All applicable conditions and fees set forth elsewhere in this agreement shall apply to "real-time" performances except as herein provided.

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 NFB.

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

- a) \$261.10 (\$266.32/Feb. 1, 1999; \$271.65/Feb. 1, 2000; \$277.10/Feb. 1, 2001) per hour with a maximum of three (3) minutes of recorded product per hour;
- b) A minimum call session of three (3) hours;
- c) Work continuously following the three (3) hours session shall be based on units of twenty (20) minutes and shall be paid at the rate of one third (1/3) of the hourly rate specified in a) with a maximum of one (1) minute of recorded product per unit;
- d) Arranging fees as per agreement will apply in addition hereto;

- e) Upon payment of the rates specified in 5 a), the musical product recorded in an EMD tracking session may be used as provided in this Agreement;
 - f) Any additional musician engaged to supplement an EMD tracking session shall be paid the applicable fees set forth elsewhere in this Agreement;
 - g) Overtime continuously following the session, per fifteen (15) minutes or fraction thereof, applies when additional time is needed to complete the **session** contracted under 5a) **\$21.60 (\$22.03/Feb. 1, 1999; \$22.47/Feb. 1, 2000; \$22.92/Feb. 1, 2001)**. It does not include additional minutes of recorded product.
6. A joint committee consisting of representatives of the NFB and the AFM shall be established for the purposes of addressing problems that may arise under these provisions.

SCHEDULE "G"

DEDUCTIONS

*FORCITIES AND JURISDICTIONS NOT INCLUDED
CONSULT THE AFM CANADIAN OFFICE AT
(416) 391-5161*

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| <p>CALGARY MUSICIANS' ASSOCIATION Local 547, AFM Mr. Mark Johnson, Secretary 804 - 825, 8th Avenue South West Calgary, Alberta T2P 2T3 (403) 261-0783 W.D. 2,5 %</p> | <p>GUILDE DES MUSICIENS DU QUÉBEC Local 406, AFM M. Marcel Martel, Secrétaire 2021, rue Union, Suite 800 Montréal, Qc H3A 2S9 (514) 842-2866 W.D. 3,5 %</p> |
| <p>EDMONTON MUSICIANS' ASSOCIATION Local 390, AFM Mr. E. Eddy Bayens, Secretary 10026 - 105th Street, Room 202 Edmonton, Alta T5J 1C3 (403) 422-2449 W.D. 2,0 %</p> | <p>REGINA MUSICIANS' ASSOCIATION Local 446, AFM Mr. Brian F. Dojack, Secretary 2835, 13th Ave, Suite B Regina, Sask. S4T 1N6 (306) 352-1337. D. 2,5 %</p> |
| <p>ATLANTIC FEDERATION OF MUSICIANS Local 571, AFM Mr. John Alphonse, Secretary 15, Northern Head Rd. Portuguese Cove, Nova Scotia B3V 1K3 (902) 479-3200 W.D. 5 %</p> | <p>SASKATOON MUSICIANS' ASSOCIATION Local 553, AFM Mr. Vesti Hanson, Secretary 304-416, 21st St. E Saskatoon, Sask. S7K OC2 (306) 477-2506 W.D. 2,5 %</p> |
| <p>LONDON MUSICIANS' ASSOCIATION Local 279, AFM Mr. Randy Dawdy, Secretary 240 Commissioners Road W. Unit G London, Ont. N6J 1Y1 (519) 586-7611 W.D. 2,5 %</p> | <p>TORONTO MUSICIANS' ASSOCIATION Local 149, AFM Mr. Mark Tetreault, Secretary 101 Thornccliffe Park Drive Toronto, ON M4H 1M2 (416) 421-1020 W.D. 2,5 %</p> |
| <p>NEWFOUNDLAND AND LABRADOR MUSICIANS' ASSOCIATION Local 820, AFM Mr. Dennis Parker, Secretary PO Box 1876, Station C St. John's, NFLD A1C 5R4 (709) 745-7203 W.D. 3 %</p> | <p>VANCOUVER MUSICIANS' ASSOCIATION Local 145, AFM Mr. Wayne Morris, Secretary #100 - 925 West Eighth Avenue Vancouver, B.C. V5Z 1E4 (604) 737-1110 W.D. 3,0 %</p> |
| <p>THUNDER BAY MUSICIANS' ASSOC. Local 591, AFM Mr. Norm Slongo, Secretary 1119 E. Victoria ave. Thunder Bay, ON P7C 1B7 (807) 622-1062 W.D. 2 %</p> | <p>QUEBEC CITY OFFICE Local 119, AFM M. Jean-Pierre Gagnon, Secrétaire 2073, rue Branly Ste-Foy, Qc G1N 4G7 (418) 688-1722 W.D. 3,5 %</p> |
| | <p>NEW BRUNSWICK MUSICIANS' ASSOCIATION Local 815, AFM Ms. Bernadette Hedar, Secretary 82 Germain St., 2nd Floor Saint John, New Brunswick E3L 2E7 (506) 652-6620 W.D. 2,5 %</p> |

| | |
|--|--|
| <p>OTTAWA-HULL DISTRICT FEDERATION OF MUSICIANS Local 180, AFM Mr. Robert Langley, Secretary 485 Bank Street, Ottawa, Ont. K2P 1Z2 (613) 235-3253</p> <p style="text-align: right;">W. D. 2.5 %</p> | <p>VICTORIA MUSICIANS' ASSOCIATION Local 247, AFM Mr. Robert Fraser, Secretary 202-723 Princess Avenue, Victoria, B.C. V8T 1K6 (250) 385-3954</p> <p style="text-align: right;">W.D. 2,5 %</p> |
| <p>WINNIPEG MUSICIANS' ASSOCIATION Local 190, AFM Mr. Tony Cyre, Secretary 238 - 167 Lombard Avenue Winnipeg, Manitoba R3B 0T6 (204) 943-4803</p> <p style="text-align: right;">W. D. 2,5 %</p> | <p>WINDSOR FEDERATION OF MUSICIANS Local 566, AFM Mr. Mitch Lewis, Secretary Equity Chambers, 52 Chatham St. W. #204 Windsor, ON. N9A 5M6 (519) 258-2288</p> <p style="text-align: right;">W.D. 2 %</p> |
| <p>HAMILTON MUSICIANS' GUILD Local 293, AFM Ms. Carmen Nemeth, Secretary 404 - 20 Jackson St. W. Hamilton, ON L8P 1L2 (905) 525-4040</p> <p style="text-align: right;">W. D. 2,5 %</p> | |

Personal Service Contract Blank

AMERICAN FEDERATION OF MUSICIANS

of the United States and Canada (for use in Canada only)

For all Motion Picture Films, Television Films, Industrial, Documentary, Newsreel and Miscellaneous

THIS CONTRACT for the personal services of musicians, made this ... day of ... between the undersigned Producer (hereinafter called the Producer) and ... musicians (Number including leader, hereinafter called Employees), represented by the undersigned representative (leader, composer or orchestra manager).

TYPE OF ENGAGEMENT
Motion Picture (Theatrical)
Motion Picture (Non-Theatrical)
T.V. Film
Syndicated Videotape
new use
reuse

WITNESSETH, That the Producer employs the personal services of the Employees as musicians severally and the Employees severally, through their representative, agree to render collectively to the Producer services as musicians in the orchestra under the leadership of .

Name and Address of Place of Engagement
Recording Sideline Rehearsal Title of picture
Dates and hours of employment

Conditions of Employment shall be in accordance with the provisions contained in the Wage Scales, Hours of Employment and Working Conditions in the basic agreement executed between the A.F.M. and the Producer.

WAGES AGREED UPON
To be paid (Specify when payments are to be made)

NAME OF EMPLOYER Employer Code No. By (Officer of Company)

ADDRESS : (Representative of employees)

CITY : PROVINCE :

Table with columns: EMPLOYEE'S NAME (Last, FIRST, INITIAL), HOME ADDRESS (GIVE STREET, CITY AND PROVINCE), LOCAL UNION NO., GST#, SOCIAL INSURANCE NUMBER, HRS GUAR, HRS WKD, SCALE WAGES, PENSION CONTRIBUTION

FOR FUND USE ONLY : Total Pension Contribution

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