

SOURCE	COMP
EFF.	99/04/01
TERM.	2001/03/31
No. OF EMPLOYEES	8
NOMBRE D'EMPLOYÉS	8

A G R E E M E N T

between

THE CANADIAN BROADCASTING CORPORATION

and

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



APRIL 1, 1999 to MARCH 31, 2001



RECEIVED
DEC 7 1999

08919(05)

AGREEMENT

between

THE CANADIAN BROADCASTING CORPORATION

and

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

RADIO

APRIL 1, 1999 to MARCH 31, 2001

TABLE OF CONTENTS

CBC/AFM RADIO AGREEMENT

ARTICLE	SUBJECT	PAGE
ART 1	- Application.....	1
ART 2	- Definition of terms.....	2
ART 3	- Auditions	8
ART 4	- Advance recordings.....	9
ART 5	- Audience fee.....	10
ART 6	- Warm-ups and after shows	11
ART 7	- Out-of-town engagements.....	11
ART 8	- Broadcast/Engagement.....	13
ART 9	- Remotes.....	14
ART 10	- Re-use of programs.....	19
ART 11	- Supplemental markets, distribution and non-broadcast use.....	22
ART 12	- Educational use.....	27
ART 13	- Festivals and competitions.....	27
ART 14	- Publicity, promos, billboards, themes and bank acts.....	28
ART 15	- Broadcast recording.....	30
ART 16	- Performance by non-members.....	35
ART 17	- Incidental performances.....	38
ART 18	- Transportation.....	39
ART 19	- Steward.....	40
ART 20	- Contractor.....	40
ART 21	- Other special categories.....	42
ART 22	- Electronic music devices (EMD's).....	43
ART 23	- Doubling	47
ART 24	- copying.....	49
ART 25	- Arranging and orchestrating.....	53
ART 26	- Composing.....	58
ART 27	- Librarians.....	59
ART 28	- Dressing (including costuming and/or make-up).....	60
ART 29	- General conditions of employment of members.....	61
ART 30	- Prohibited practices.....	65
ART 31	- General conditions applicable to all recordings.....	66
ART 32	- Industry equitability.....	67
ART 33	- AFM-EPW Pension Fund (Canada).....	67
ART 34	- Grievance and arbitration.....	68
ART 35	- Duration, Termination and renewal	71

ARTICLE	SUBJECT	PAGE
SCHED A-	Terms and conditions.....	74
SCHED B-	Minimum basic fee -miscellaneous provisions.....	82
SCHED C-	Minimum basic fee - orchestral concerts. remote broadcasts & operas (radio).....	85
SCHED E-	Minimum basic fee - recorded theme music	88
GRID A.1-	Salary Grid - CBC produced (segmented).....	90
GRID A.2 -	Salary Grid - CBC produced (live or live to tape)	91
GRID C -	Salary Grid-orchestraland operaremototes.....	92
GRID C.3-	Salary Grid - advance remotes	93
GRID 4 -	Other radio rates.....	94
APPEN A-	Contract form	95
APPEN B-	Temporary work permit.....	96
APPEN C-	Joint Committee	97
APPEN D-	Recording.....	98
APPEN E-	General conditions of employment (new).....	101
APPEN E-	Radio Three	103
APPEN F-	New media initiatives.....	104
APPEN G-	Internet.....	105
APPEN H-	Conversionpayment system.....	106

ARTICLE 1

APPLICATION

1.1

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 Radio only, including Radio Canada International.

1.2

The parties agree that the jurisdiction of the AFM shall be as per the certification issued by the Canadian Artists **and** Producers Professional Relations Tribunal on May 17th, 1996, and as per that certification, shall be as follows:

"All members of the American Federation of Musicians of the United States and Canada who are independent contractors engaged by the CBC to perform the function of instrumental musician, conductor, vocalist or manager, **with** the exception of:

- a) artists within the scope of the certification issued to the Canadian Actors' **Equity** Association by the Canadian Artists **and** Producers Professional Relations Tribunal on April 25, 1996 and subject to the 1996 understanding between Canadian Actors' Equity Association and the American Federation of **Musicians** of the United States and Canada;
- b) **artists** within the scope of the certification issued to the ACTRA Performers **Guild** by the Canadian **Artists** and Producers Professional Relations Tribunal on June 25, 1996 and subject to the agreement between the ACTRA Performers Guild and the **American** Federation of Musicians of the United States and Canada dated May 14, 1996;
- c) **artists within** the scope of the certification issued to the **Union** des Artistes by **the** Canadian Artists and Producers Professional Relations Tribunal on August 29, 1996;
- d) artists when represented by Local 406 of the American Federation of **Musicians** of the United States and Canada, known as the **Guilde** des Musiciens du Quebec, under the terms of the agreement dated October

23, 1996 between the American Federation of Musicians of the United States and Canada and the Guilde des Musiciens du Quebec."

1.3

The parties further agree that, with the exception of Article 24 (Copyists) and Article 26 (Music Librarian), the provisions of the aforementioned certification, and of the Status of Artists Act, will take precedence over **any** other article in **this** agreement. In the event the jurisdiction **granted** or implied by any other article in this agreement exceeds that of the AFM's certification under **the** Status of Artists Act, the AFM's certification under the Act **shall** take precedence, and such article **shall** be considered **null** and void. In the event that the **Status of Artists Act** **is** amended to include Copyists and Music Librarians, such inclusion shall be deemed to extend to **this** agreement.

1.4

AFM Bylaw Recognition

All present provisions of the **constitution, by-laws, rules and regulations** of the Federation **and all** present rules, laws and regulations of the **local** in whose jurisdiction the musicians perform, are, insofar as the foregoing do not conflict with **any** of the provisions of the **Television and Radio Agreement** made **part of this contract**, and for greater certainty, **in the event any** such conflict should appear, the provisions of the said agreement shall prevail. The parties agree that the provisions of **Article 1.4** will not be subject to the grievance procedure.

1.5

Notwithstanding the **above**, the Corporation agrees not to engage persons **as** employees primarily to perform musical services covered by **this** agreement.

1.6

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 a program (containing music) which is recorded in advance of the actual broadcast of the 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.X "Base Contracted Fee" means all fees paid to **a** musician excluding audience fees, fees paid under Article 7, fees paid under Article 18, and prepaid **use** paid under Article **10**, Article **11**, **Salary Grid "A.1"**, **Salary Grid "A.2"**, **Salary Grid "C"**, or **Salary Grid "C.3"**. For Radio it will be the "two-play" rate.
- 2.4 "Broadcast Window" means use of a contracted program or program insert by CBC Radio **on any** of **its** English and/or French language stations, networks and affiliated stations as a part of **its** basic signal, however distributed, for **a** designated period beginning with the first broadcast. The Corporation **shall** retain the right to broadcast such program or program insert in two or more parts, without additional editing, **within** the designated window.
- 2.5 "CBC Broadcast" means use of **a** contracted program or program **insert** by CBC Radio on any of its English and/or French language stations, networks and affiliated stations as a part of **its** basic signal, however distributed. Notwithstanding the above, the

Corporation agrees that **it will** discuss any new method for transmission of the **basic signal** with the AFM prior to such method being implemented

2.6

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

2.7

"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.

2.8

"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.

2.9

"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.

2.10

"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.

2.11

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

2.12

"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

CBC / AFM RADIO AGREEMENT -- 1999 / 2001

applicable fees, but excluding ~~transportation, travel~~ expenses, audience fees and any fees negotiated by the ~~member~~ at rates ~~higher~~ than those payable hereunder.

2.13

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

2.14

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

2.15

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

2.16

"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*. Subject to *Article 9.6.1*, the length of an orchestral Concert will be determined by ~~the~~ amount of time elapsed from the start of the first note of the concert being played to ~~the~~ end of the last note played.

2.17

"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.

2.18

- 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. Notwithstanding this provision, the parties agree that symphonic orchestral musicians on sabbatical at the time of the recording will not be paid for ~~the~~ recording or broadcast.
- 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 A.1. 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.

2.19

"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.

2.20

"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**.

2.21

a) **"Recitalist"** means **an** instrumentalist **such 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.

2.22

"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.

2.23

- a) "**Remote Broadcast**" means a broadcast or recording of a musical performance in whole or in part, **which** performance is not primarily produced **by** the Corporation. **The** musicians are being engaged **and** paid for **said** public performance **by** an engager other than the CBC. The broadcasting of the public performance shall have no bearing on whether or not that **performance** would **take** place.
- b) "**Advance Recorded Remote**" means a remote broadcast paid for **under** C.1, C.3 or C.4.

2.24

"**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.

2.25

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

2.26

"**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.

2.27

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.

2.28

"**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.

3.2.4

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 Subparagraphs **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) **As** provided for in **this** Agreement, 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., **Radio One/Radio Two** or **Radio One/Radio One or Radio Two/Radio Two**). **Additional** plays will be at **fifty** percent (50%) for each replay. **One** (1) play shall be considered one (1) play on **either Radio One or Radio Two** on the **English** language service, plus **one** (1) play on either **Radio One or Radio Two** 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 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. **The terms and** conditions of **this article** will not apply to any recording released under the provisions of the "Recordings" Appendix of this agreement (Appendix D).

4.4

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. The terms and conditions of this article will not apply to any recording released under the provisions of the "Recordings" Appendix of this agreement (Appendix D).

4.5

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.

4.5.1

The substance and intent of this Article 4.5 shall be incorporated in all agreements pursuant to which the Corporation may grant any rights to use such advance recordings.

4.5.2

The obligations created by this Article 4.5 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.

4.5.3

It is further agreed that the AFM may enforce compliance with this Article 4.5 during the period referred to in subparagraph 4.5.2, 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 - \$76.20 (April 1/99) - \$77.70 (April 1/00)
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	\$ 8.00
Lunch	\$11.00
Dinner	\$19.75

ARTICLE 8

BROADCAST/ENGAGEMENT

8.1

A live broadcast may be moved **from** its scheduled time or canceled 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 incompleting **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-Resident 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. In the case of a **remote** engagement, the Corporation **will** have **the** opportunity of recording **another** performance **of the musicians**. In such case, the Corporation may

request extension of the **ninety (90)** day limit, and such request will **not** be **unreasonably** denied.

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.

9.2

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 reheard**. If **any reheard 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 **\$34.00** (April 1/99) • **\$34.70** (April 1/00) 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. However, notwithstanding ~~the~~ provisions of ~~this~~ **article**, the parties agree that in the case of musical competitions, ~~the~~ Corporation will contact the Vice President from **Canada** prior to such competitions **occurring** to ~~discuss~~ the terms and conditions that ~~shall~~ apply.

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(s) 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:

FOR RE-USE AS A SINGLE PLAY:

- i) 1 additional play - **50%** of base **contracted** fee
- ii) 2 additional plays - **100%** of base **contracted** fee
- iii) 3 additional plays - **100%** of base **contracted** fee

FOR RE-USE AS A 48-HOUR BROADCAST WINDOW:

- iv) 1 additional 48-hour **window** - 50% of fee payable for **two (2)** 48-hour windows
- v) 2 additional 48-hour windows - 100% **of** fee payable for **two (2)** 48-hour **windows**
- vi) 3 additional 48-hour windows - 100% **of** fee payable for **two (2)** 48-hour windows

FOR RE-USE AS A 1-MONTH BROADCAST WINDOW:

- vii) 1 additional 1-month window - 50% of fee payable for **two (2)** 1-month windows
- viii) 2 additional 1-month windows - 100% **of fee** payable for **two (2)** 1-month **windows**
- ix) 3 additional 1-month windows - 100% **of fee** payable for **two (2)** 1-month **windows**

To determine **the** appropriate rate, refer to *Salary Grid "C"*.

3. 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**.

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**:

- 5.1 - Audience Fees
- 23 - Doubling
- A.8 - Premium Fee
- 21 - special categories;

EXCEPT

- 21.3 - Soloist - when such soloist is a **regular** member of **the orchestra** then the soloist **shall** be paid double the musicians **fee; and**
- 21.6 - Sound **Consultant - when** hired by 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. **Notwithstanding this** provision, the parties agree that symphonic orchestral musicians **on** sabbatical at the time of **the recording** will not be paid for the recording or broadcast.

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-Resident 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. Upon payment of base **fees**, **the** Corporation is entitled to **two (2)** plays over each **Corporation owned and affiliated station** (i.e., **Radio One/Radio Two** or **Radio One/Radio One** or **Radio Two/Radio Two**). **One (1)** play shall be considered a **single** play on either **Radio One or Radio Two** on the **English** language service, plus a single play on either **Radio One** or **Radio Two** 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 Pee
- 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.

4. 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**. **Notwithstanding** this provision, that **parties** agree that **orchestral** musicians on **sabbatical** at the **time of** the **recording** will **not** be paid for the recording or broadcast.

ARTICLE 10

RE-USE OF PROGRAMS AND PREPAID RELEASE/REBROADCAST RIGHTS **(distribution)**

- 10.1
- a) 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 (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.

 - b) Upon payment of **base fees**, the Corporation is entitled to two **(2)** plays over **each** Corporation owned and affiliated stations (i.e., **Radio One/Radio Two** or **Radio One/Radio One** or **Radio Two/Radio Two**). 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 Radio **One** or Radio **Two** **on** the English language service, plus a **single** play **on** either Radio **One** or Radio **Two** **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 the base contracted fee.

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 the base contracted fee.

c) The provisions of **this** clause apply to reuse 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.2.8. **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: ~~S~~ ~~i~~ 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.

10.8

i) A program ~~may~~ be re-used as a forty-eight (48)-hour broadcast window upon payment of a fee of ~~fifteen~~ percent (15%) in excess of the ~~re-use~~ rates normally payable for a ~~single~~ play.

i) A program may be ~~re-used~~ as a one (1) month broadcast window upon payment ~~of~~ a fee of ~~thirty-five~~ percent (35%) in excess ~~of~~ the ~~re-use~~ rates normally payable for a single play.

10.9

See ~~Salary~~ ~~Grids~~ A.1, A.2, C, C.3 for prepayment options for CBC broadcast.

10.10 PREPAID BROADCAST USE RIGHTS (non-CBC)

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.

i) Prepaid Foreign Use (Free Radio): (formerly 11.4b)
Programs made for ~~free~~ radio may be broadcast upon payment of ~~the~~ following pre-use percentages, which ~~shall~~ be based ~~on~~ ~~the~~ base contract ~~fee~~ paid to ~~members~~

CBC / AFM RADIO AGREEMENT – 1999 / 2001

in respect to **the original** broadcast of the program, unless **other** wise outlined **elsewhere** in this Agreement:

- i) World (excluding U. S. **and Canada**) **45%**
- ii) U. S. only **30%**

ii) Prepaid Use - Unlimited Release Rights (**ALL** markets excluding CBC owned and affiliated)

Upon payment of one hundred and twenty-five percent (125%) of the **musicians** base contracted **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%).

- iii) For all uses **except** broadcast use, the seven year period will be calculated **from** the date of first release in any market. For broadcast use, **the** seven year period will be calculated **from** the **first** release for broadcast use.

ARTICLE 11

SUPPLEMENTAL MARKETS 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, ~~tap~~ ~~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) The following terms and conditions will apply to the payment of supplemental market fees to theme musicians:

- i) Musicians **who** produce theme music as per Schedule E.1 or schedule E.1.1 of this agreement **will** each receive one-quarter (1/4) of the normal unit **distribution** as detailed in Article 11.3.1(b) of this agreement for **each** individual program sold in **which** the **theme** appears.
- ii) **Units assigned** to theme musicians will not count **towards** the calculation of units for purposes of determining **the** percentage of revenue to be **shared**. Therefore, **the units assigned** to theme **musicians** will not cause the **royalty** percentage **shared** to **go** from **5% to 10%**.
- iii) Units assigned to theme musicians for each program will **be** added to the units **assigned** to musicians producing **music** for **the individual** program, and each **individual** musician **will** receive pro-rata supplementary market **fees** based on **their** unit value.

d) Stations Broadcasting in French

Upon payment of **six** percent (6%) of the **base contracted fee** for France, **four** percent (4%) for Belgium, and four percent (4%) for each additional **country**, including **the US.**, 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.

e) 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.

f) Children's Program Segments:

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

g) 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 **moneys** 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 moneys 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.

d) **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 World Release - Public, Non-commercial Radio Stations and/or Networks

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 **base** contracted **fee** 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 program 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 moneys 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

14.1 Trailers and Promos:

14.1.1

The Corporation *shall* have ~~the~~ right to **excerpt up to five (5) 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

per musician **\$ 120.95 (April 1/99) - \$123.35 (April 1/00)**
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

Thememusic 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 thememusic 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%). The Corporation may acquire the rights for another three (3) years of re-use upon payment of one hundred and twenty five percent (125%)

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.

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 Equitability**
- 33 - **AFM-EPW 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)~~ **(10)** minute breaks may be combined to **form** a twenty (20) minute break. **During a** three (3) ~~hour~~ session, there may be ~~three (3)~~ **(10)** minute breaks **or a** twenty **(20)** minute break and a ~~ten (10)~~ **(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)~~ **(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)~~ **(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)~~ **(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 overdubbing, 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 General Conditions Applicable to Broadcast Recordings:

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. ~~M e r~~ , 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 **signatory to** the Phonograph Record **Labour** Agreement with **the** AFM; (iii) the **fees** set **out** in the Phonograph Record **Labour** Agreement, **baaed** 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.

15.8.4

Where **the terms and** conditions of this **article are** at **variance** with the terms **and** conditions detailed in the **Appendix** on **"Recordings"** (Appendix D), the terms and conditions of that Appendix **shall** prevail.

15.9

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

A) 10 MINUTES OF RECORDED MUSIC

Musician

CBC / AFM RADIO AGREEMENT -- 1999 / 2001

(2 hour **minimum** basic session) \$166.55 (April 1/99) \$169.90 (April 1/00)

Contracted Additional Work Time
(per 1/2 hour or less) \$41.75 (April 1/99) \$42.60 (April 1/00)

No additional music may be recorded.

Rehearsal
(one (1) hour or less, no recording) \$48.30 (April 1/99) \$49.25 (April 1/00)

OR

b) **15 MINUTES OF RECORDED MUSIC**

Musician
(3 hour minimum basic session) \$203.70 (April 1/99) \$207.75 (April 1/00)

Contracted Additional Work Time
(per 1/2 hour or less) \$34.00 (April 1/99) \$34.70 (April 1/00)

No additional music may be recorded.

Rehearsal
(one (1) hour or less, no recording) \$48.30 (April 1/99) \$49.25 (April 1/00)

OR

c) **30 MINUTES OF RECORDED MUSIC**

Musician
(3 hour minimum basic session) \$289.90 (April 1/99) \$295.70 (April 1/00)

Contracted Additional Work Time
(per 1/2 hour **or less during which an**
additional 5 minutes of music may be recorded)
\$48.30 (April 1/99) \$49.25 (April 1/00)

Rehearsal
(one (1) hour **or less**, no recording) \$48.30 (April 1/99) \$49.25 (April 1/00)

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

15.10 Arranging 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

The application of this article will be subject to the terms and conditions of Article 29.1.4

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) 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 non-member fee, as well as any fee paid to a musician under this provision, will not count toward the guarantee of expenditures.

b) If the non-member in question is a former member of the AFM who is eligible for rejoining the Federation subject to payment of dues, the following terms and conditions will apply:

- i. The **normal** non-member fee will apply
- ii. The **individual will** be engaged under the terms and conditions of the **CBC/AFM** agreement
- iii. A "levy" of at least ten percent (10%) would be deducted from any payment made to the musician, such payment to be used to re-establish the musician's membership in the AFM
- iv. Fees paid to musicians so engaged will count toward the Guarantee of Expenditures
- v. Such provision will not apply to musicians who for religious, ethical or philosophical reasons chose not to re-establish membership in the AFM

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

INCIDENTAL PERFORMANCES

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 four **(4)** minutes or the length of a song, whichever is shorter, 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. It is **not** the purpose of the Corporation to utilize the provisions of this article to produce "clip programs". The parties agree that in the case of bona fide news events, the Corporation may request permission that the limitations contained in this article be waived. Such permission shall not be unreasonably denied.

IN ALL CASES, THE LOCAL IN WHICH THE PERFORMANCE IS TO TAKE PLACE MUST BE NOTIFIED IN ADVANCE OF THE CORPORATIONS INTENTION TO USE THIS PROVISION. It is agreed that this four **(4)** minute 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) **stringbass**
- (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** and above 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 Resident 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 non-member conductor or traveling conductor who is a member of the AFM is engaged, the non-member conductor or traveling 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** & 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 as defined in Article 23.3.3 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.

21.11 First Trumpet:

When three (3) or more musicians are engaged in the ~~trumpet~~ section of an orchestra on ~~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, computer hardware and software 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 \$58.45 (April 1/99) - \$59.60 (April 1/00) 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.
- iii) 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) The **minimum** fee payable to a musician **who is** engaged for an EMD Tracking Session shall be **\$630.35** (April 1/99) - **\$642.95** (April 1/00) for which the musician may provide up **to nine (9) minutes** of **final** recorded musical product.
- ii) For any **additional final** recorded musical **product**, the **minimum fee** shall be **\$210.10** (April 1/99) - **\$214.30** (April 1/00) for each three **(3) minutes** or less.
- 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 22.5 (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.

22.7

The rates in this article shall be considered base **fees**, and all applicable prepayment option **may apply**

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^b 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** with the **understanding** that playing both **an electric guitar and an** acoustic **guitar will qualify** as a double;
- 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

6. **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

The Corporation agrees that that copyists engaged as freelance, independent contractors will be covered by **this agreement**. **However**, the parties acknowledge that copyists **are** not included in the AFM's certification under the **Status** of Artists Act, and that such agreement is **voluntary on the part** of **the** Corporation. **In the event that the Status of Artists Act** is amended to include Copyists, **such** inclusion shall be deemed to extend to this agreement.

24.2

The parties agree that this Article does not include automatic **scoring done by** computer as part of **EMD's**.

24.3

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

24.4

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.

24.5

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.

24.6

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.

24.7

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.

24.8

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.

24.9

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

24.10

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%).

24.11 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 \$17.25 (April 1/99) - \$17.60 (April 1/00) per hour or fraction thereof.

24.12

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

24.13

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.

24.14

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.

24.15

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 \$2.20 (April 1/99) - **\$2.25** (April 1/00) 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** **\$3.45** (April 1/99) - **\$3.50** (April 1/00) 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 \$8.10 (April 1/99) - \$8.25 (April 1/00) per page

e) Conductor lead sheet with word cues

\$8.10 (April 1/00) - \$8.25 (April 1/00) per page

3. Multi-Stave Parts

a) Double stave chorded - piano, organ, harp, etc. (with or without chord symbols)

\$11.10 (April 1/99) - \$11.30 (April 1/00) per page

b) Piano-vocal - three (3) stave with single set of lyrics

\$11.10 (April 1/99) - \$11.30 (April 1/00) per page

c) Group voice or choir parts with one (1) set of lyrics

\$11.10 (April 1/99) - \$11.30 (April 1/00) 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

\$13.35 (April 1/99) - \$13.55 (April 3/00) per page

4. Constructed Piano-Conductor Parts

Fully chorded with **instrumental** cues,

chord symbols extracted from score \$18.95 (April 1/99) - \$19.35 (April 1/00) 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-town" 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

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

25.6

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).

25.7

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%).

25.8

Arrangers 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 holiday s** listed in schedule A.8, **the** listed rate, plus **one** hundred percent (100%).

25.9
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.

25.10
All AFM-EPW (Canada) payments applicable to this **Agreement** **shall** be applied on behalf of the arranger(s).

25.11
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.

25.12
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.

25.13
The following conditions **shall** also apply for arranging **and** orchestrating:

- a) **The fee** payable for **arranging** and orchestrating under this Article 25 **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 ANGIN(AND HESTRA

1. For not more than **ten (10)** parts per score page:

- a) Making an arrangement and orchestrating it **\$15.90 (April 1/99) - \$16.20 (April 1/00)**
- b) Orchestrating an arrangement **\$8.90 (April 1/99) - \$9.10 (April 1/00)**

(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 **\$0.70 (April 1/99) - \$0.75 (April 1/00)**
3. For adding parts **to** a score already orchestrated per **score** page, per part **\$1.05 (April 1/99) - \$1.05 (April 1/00)**
4. For adding piano **part**, per score page **\$1.85 (April 1/99) - \$1.90 (April 1/00)**
- a) chord symbols and **bass** line **\$1.85 (April 1/99) - \$1.90 (April 1/00)**
- b) fully notated **\$8.30 (April 1/99) - \$8.45 (April 1/00)**

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 **\$4.60 (April 1/99) - \$4.70 (April 1/00)**
- b) For **scoring a two (2) line piano-conductor part from an orchestral score**
- Per four (4) bars **\$8.30 (April 1/99) - \$8.45 (April 1/00)**
- Same, but a three (3) line piano-conductor part**
- Per four (4) bars **\$11.05 (April 1/99) - \$11.25 (April 1/00)**
- c) For **scoring for solo piano, harp, accordion, etc.**
- Per four (4) bars **\$8.30 (April 1/99) - \$8.45 (April 1/00)**
- d) For **scoring for choral voices**

(where they are not part of an **instrumental** score (four **(4)** bars per page, to consist of not more than four **(4)** voices) and to include piano accompaniment-

i) **chord symbols** and bass line per four **(4)** bars \$8.00 (April 1/99) - \$8.15 (April 1/00)

ii) **for** fully notated piano part per four **(4)** bars \$16.00 (April 1/99) - \$16.30 (April 1/00)

Each additional voice per four **(4)** bars \$0.70 (April 1/99) - \$0.75 (April 1/00)

e) 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** four **(4)** hours)

Per hour \$28.65 (April 1/99) - \$29.20 (April 1/00)

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

Per hour \$44.40 (April 1/99) - \$45.30 (April 1/00)

ARTICLE 26

COMPOSING

26.1

The parties acknowledge that **AFM** jurisdiction **over** composers extends **only** to composers **who** are **members** of the **AFM**, and is for **purposes of** proper pension calculation **only**. The parties further acknowledge that **AFM** jurisdiction does not extend

27.1

The Corporation agrees that **music** librarians engaged as freelance, independent contractors will be covered by **this** agreement. However, the parties acknowledge that music **librarians** are not included in **the** AFM's certification under the **Status of Artists Act**, and that such agreement is voluntary on the part of **the** Corporation. In the event that the **Status of Artists Act** is amended to include **Music Librarians**, such inclusion **shall** be deemed to extend to **this** agreement.

27.2

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.

27.3

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 fulfill **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.

29.1.4

The Corporation will make best **efforts** to contact the Local prior to **an engagement**, or will **instruct the** Leader to contact the Local prior to **the** engagement. **Such** contact will take place **via** phone; **fax**; post; or e-mail

The **Local** will be provided with all available relevant **information** regarding **the** engagement, including **the** name and local of Leader, and **the** date and location of engagement.

Once **informed**, the **Local** will advise the Leader **of** his/her obligations under **the** agreements and **will** provide him/her with any required assistance in meeting **those** Obligations

The Corporation and/or the Leader **will** also have access to AFM North American membership list through the Internet.

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 or **immediately thereafter**. 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. In **the case of musicians** engaged **through** a **booking** agent or a management company, **all** payments **shall** be made **directly** by the Corporation to the musicians, **unless** the musicians requests in writing **that** payment be made to the **booking** company or the management agent.

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. The Corporation will take appropriate **steps** to **ensue** that **such** negotiated agreement **exists.**

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~~.

29.4

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** the Federation by-laws to perform in conjunction with recorded music **of any** kind whatsoever, **unless the Vice President from Canada,** in response to a request to that **effect** made by the **Corporation, allows such performance**. 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.

30.3.2

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**), 2255 **Sheppard** Avenue East, Suite **A110, North York, Ontario, M2J 4Y1**.

ARTICLE 34

GRIEVANCE AND ARBITRATION

34.1 The following procedures apply in the event that any musicians, group of musicians, the AFM (the Vice President ~~from~~ Canada), a **local** thereof, or the Corporation has a dispute or difference relating to the interpretation application, administration or an alleged violation of **this** Agreement.

34.2 **STEP 1 - FILING OF GRIEVANCES**

34.2.1 Musicians' Grievances: An aggrieved musician or group of musicians **shall**, within forty-five (45) days of the event/occurrence **which** caused the dispute or that date upon which **the** musician(s) **became** aware or reasonably ought to have become aware of the event/occurrence which caused the dispute, file a written grievance **with** the **Local** in **whose** jurisdiction the dispute has arisen.

The Local **shall** immediately forward a copy of the grievance **to** the Vice President ~~from~~ Canada and the Senior Corporation Talent Relations **Officer of** the Corporation.

The Local **shall** then take the appropriate steps to resolve the grievance **with** the Corporation on an **informal basis**.

34.2.2 Local Policy Grievances: Either the Corporation or a Local may **file** a written **Local** Policy Grievance with the other party, which **shall** be filed, forwarded and resolved between the parties under the conditions stipulated in Article 34.2.1.

34.2.3 National Policy Grievances: The AFM (Vice Resident ~~from~~ Canada) and the Corporation (~~Senior~~Corporate Talent Relations Officer) **shall** each have the right to **file** a written National **Policy** Grievance **with** ~~the~~ other party commencing at Step 3. The AFM **and** ~~the~~ Corporation **shall** endeavor to resolve any such grievance on an **informal** basis.

34.3 **STEP 2 - LOCAL GRIEVANCE RESOLUTION**

34.3.1 Either the Corporation or the **Local** may **elect** to forward a Musicians' Grievance or a **Local** Policy Grievance directly to Step 3.

34.3.2 Musicians Grievance: ~~If~~, after twenty-one (21) days from the date of ~~filing~~ of the Musicians' Grievance, the matter remains unresolved by the Local and the Corporation, the Local ~~shall~~ consult with the musician(s) to determine whether or not the grievance ~~against~~ the Corporation should be pursued ~~through~~ the Vice Resident ~~from Canada~~.

If the ~~Local~~ determines that ~~the~~ grievance merits further pursuit, the Local ~~shall~~ immediately forward the grievance to the Vice President from Canada for ~~processing under Step 3~~. If ~~the Local~~ determines that ~~the~~ grievance ~~against~~ the Corporation should not be pursued, it is expressly understood ~~that~~ the aggrieved musician(s) retains his/her right to appeal ~~the~~ Local's decision to ~~the~~ Vice Resident ~~from Canada~~.

34.3.3 Local Policy grievance: If, after twenty-one (21) days from the date of filing of a Local Policy grievance, the ~~matter~~ remains unresolved by the Local ~~and~~ the Corporation, the Local ~~shall~~ immediately forward the grievance to the Vice Resident from ~~Canada~~ who after investigation and the consultation, ~~shall~~ determine whether or ~~not~~ the grievance ~~merits further~~ pursuit under Step ~~3~~.

34.4 STEP 3 - NATIONAL GRIEVANCE RESOLUTION

34.4.1 Musicians' Grievance: Upon receipt of a recommendation from ~~the Local~~ under Step 2 or upon a musician's successful appeal of his/her Local's decision not to pursue the musician's grievance, the Vice President ~~from Canada~~ ~~shall take the~~ appropriate steps to resolve the dispute with the Senior Talent Relations Officer of the Corporation on ~~an informal~~ basis.

34.4.2 Local Policy Grievance: Upon receipt of a Local Policy Grievance that ~~has~~ not been resolved under Step 2, and which ~~has~~ been ~~determined to be~~ meritorious of further pursuit, the Vice President ~~from Canada~~ ~~shall take the~~ appropriate steps to resolve the dispute with the Senior Talent Relations Officer of the Corporation on an informal basis.

34.4.3 Failing such informal resolution of the grievance, the parties ~~shall~~ convene a ~~national grievance meeting~~ which ~~shall~~ take place in conjunction with the next regularly scheduled Joint ~~Committee meeting~~ between ~~the~~ parties. A special

meeting may be convened prior to that date if the parties agree that a **more** timely meeting is required.

34.5 STEP 4 - ARBITRATION OF GRIEVANCES

34.5.1 If any Musicians Grievance, **Local** Policy Grievance or National Policy Grievance remains unresolved fourteen (**14**) days after the commencement **of Step 3**, either the Vice President **from** Canada or the Senior Corporate Talent Relations Officer of the Corporation may give written notice to the other that he/she wishes to submit the grievance to binding arbitration.

34.5.2 All grievances **shall** be adjudicated by a single neutral Arbitrator who **shall** be mutually agreed upon by the Corporation and the AFM, unless both **parties** agree that the **circumstances warrant a three (3) person Board of Arbitration**. **Such** a Board **shall** consist of a neutral Arbitrator/Chairperson, **one appointee from the** Corporation and one appointee **from the** AFM.

If the parties **are** unable to agree upon the appointment **of the** neutral Arbitrator **within ten (10) days** after the notice **has been** given, either party **shall** have the right to request **the Federal Minister of Labour** to appoint the neutral Arbitrator. The arbitration **shall** be governed by the Federal **Status** of the Artist Act. The Corporation and the AFM **shall share** equally the expense **of the** arbitration.

34.5.3 The arbitration award **will** be final and binding **upon the** parties to **this** Agreement and the aggrieved musician(s). The decision **of** the majority is the decision of the Board of Arbitration. If there is no majority **decision**, the decision of the Chairperson (or single Arbitrator) shall govern.

34.5.4 Neither the single Arbitrator nor the Board of Arbitration is authorized to make a decision inconsistent with **the** provisions of this Agreement nor to **alter**, modify, amend, add to **or** delete any part of this Agreement.

34.5.5 The single Arbitrator or Board of Arbitration, subject to the terms of **this** Agreement, **shall** have the power to:

- (a) **allow** the grievance
- (b) **allow** the grievance in part, or
- (c) **dismiss** the grievance.

- 34.5.6 Where the **matter** at issue is one relating to the discipline or **discharging** of a musician, the single Arbitrator or Board of Arbitration, subject to the **terms** or **this** Agreement, shall have the power **to**:
- (a) uphold ~~the~~ penalty
 - (b) reverse ~~the~~ penalty, or
 - (c) modify the penalty in a just and reasonable manner based on ~~the~~ evidence before it
- 34.6 The time **limits** provided under **this** grievance and arbitration procedure **may** be extended by **mutual agreement** of the parties **handling the** grievance.

ARTICLE 35

DURATION, TERMINATION AND RENEWAL

35.1
This Agreement **shall** become effective on April 1, **1999** and **shall** remain in force **and effect until midnight, March 31, 2001**. Unless **otherwise** indicated **herein**, all terms and conditions (included feeschedules) **will go** into effect upon ratification by **both** parties.

35.2
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**.

35.3
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 12th day of March, 1999.

CANADIAN BROADCASTING CORPORATION

Perrin Beatty
President and *Chief* Executive Officer

James McCoubrey
Executive Vice-President and *Chief* Operating Officer

Louise Tremblay
Senior Vice-President, Resources

George C. B. Smith
Vice-President, Human Resources

Harold Redekopp
Vice-President, English Television

Alex Frame
Vice-President, English Radio

Michele Fortin
Vice-President, French Television

Sylvain Lafrance
Vice-President, French Radio

For the Corporation

For The American Federation of Musicians

Robert Thistle
Chief Negotiator

David J. Jandrisch
Vice-President from Canada

Chantal Fortin

Witness

Loretta Hensel

Renelle Lacasse

Caroline Lachapelle

Louiselle Lavoie

Denis Rochefort

Kay Soares

SCHEDULE "A"

TERMS AND CONDITIONS

A.1

Fees for CBC produced ~~program?~~ **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., **Radio One/Radio Two** or **Radio One/Radio One** or **Radio Two/Radio Two**). **One (1)** play shall be considered a single play on either **Radio One** or **Radio Two** on the **English** language service, plus a single play on either **Radio One** or **Radio Two** on the French language service.

A.1.1

Additional work time to be paid at the rate of

Per hour	\$34.00 (April 1/99) - \$34.70 (April 1/00)
Per 1/2 hour or fraction thereof	\$17.00 (April 1/99) - \$17.35 (April 1/00)

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.1.8

In the case **of** a program produced under Article A.1 for broadcast on an off-prime basis on a "strip" basis, all fees (including permit fees) shall be reduced by twenty percent (20%)

A.2 Live or Advance Recorded

A.2.1

When no audio prerecording **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 as per **Salary Grid A.2:**
- 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., **Radio One/Radio Two or Radio One/Radio One or Radio Two/Radio Two**). One **(1)** play **shall be** considered a single play **on either Radio One or Radio Two on the English language service, plus a single play on either Radio One or Radio Two 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	\$34.00 (April 1/99) - \$34.70 (April 1/00)
Per 1/2 hour or fraction thereof	\$17.00 (April 1/99) - \$17.35 (April 1/00)

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 will be paid **as** per *Salary Grid A.2*. Engagement under this article 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 rate of **\$25.10 (April 1/99) - \$25.60 (April 1/00)** per 15 minute segment. **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	\$50.20 (April 1/99) - \$51.20 (April 1/00)
Plus each continuous 15 minutes thereafter	\$25.10 (April 1/99) - \$25.60 (April 1/00)

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:

\$25.10 (April 1/99) - \$25.60 (April 1/00)

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:

\$9.95 (April 1/99) - \$10.15 (April 1/00)

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 **fulfill 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** **\$50.20 (April 1/99) - \$51.20 (April 1/00)**

Each continuous **15 minutes** thereafter of program time
\$25.10 (April 3/99) - \$25.60 (April 1/00)

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 **\$135.05 (April 1/99) - \$137.75 (April 1/00)**
- b) **13 - 1/2 hour shows, 21 scoring hours (7 sessions)**
- c) **13 - 1 hour shows, 40 scoring hours (13 sessions plus 1 hour).**
- d) **Contracted Additional Work Time**
Per 1/2 hour ~~or~~ part thereof **\$22.50 (April 1/99) - \$22.95 (April 1/00)**
- 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 or added to **any three (3) or six (6) hour** session.
- g) **Recording** hereunder for **arty** 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 reuse **options** for programs/segments contracted **under** Article A.6 as follows:
 - i) one (1) **play - Eighty percent (80%)** of base fee,
 - ii) one (1) **forty-eight (48) hour unlimited use window - Ninety percent (90%) of** base fee,

- iii) two (2) plays - One hundred percent (100%) of base fees,
 - iv) two (2) forty-eight (48) hour **unlimited use** windows or **one (1) one (1) month unlimited use window** - one hundred **and** fifteen percent (115%) **of base fees**
 - v) three (3) plays - One hundred and twenty-five percent (125%) **of base fees**,
 - vi) three (3) forty-eight (48) hour unlimited use windows or two (2) **one (1) month unlimited use windows** - one hundred and thirty-five percent (135%) **of base fees**
 - vii) one (1) **year** unlimited use window - One hundred and **fifty percent (150%)** of base fees,
 - viii) three (3) year unlimited use **window** - One hundred **and** seventy-five percent (175%) **of base fees**,
 - ix) seven (7) year unlimited use 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., Radio One/Radio Two or Radio One/Radio One or Radio Two/Radio Two)**. One (1) play **shall be** considered a **single** play on either Radio One **or** Radio Two on **the** English language **service**, plus a **single** play on either Radio One or Radio Two 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 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**. 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 or on the following holidays. Advance recorded programs may be released

between midnight and **8:00** 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
~~Victoria~~ Day
Thanksgiving Day

Good Friday
Canada Day
Christmas Day

Easter Monday
Labour 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 **\$106.80 (April 1/99) - \$108.95 (April 1/00)** 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 **\$123.60 (April 1/99) - \$126.05 (April 1/00)** 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 **\$96.10 (April 1/99) - \$98.00 (April 1/00)**

Additional time per 15 minutes or ~~fraction~~ thereof
\$24.05 (April 1/99) - \$24.55 (April 1/00)

b) Pianist **alone** for accompaniment of continuous auditions:

Minimum 2 hour call **\$96.10 (April 1/99) - \$98.00 (April 1/00)**

Additional time per 15 minutes or ~~fraction~~ thereof
\$24.05 (April 1/99) - \$24.55 (April 1/00)

B.2.1

Sound Consultant (Music)

Each hour or fraction thereof at least **\$49.75 (April 1/99) - \$50.75 (April 3/00)**

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 **\$49.75 (April 1/99) - \$50.75 (April 1/00)**

B.4

Dressing Fee

\$28.15 (April 1/99) - \$28.60 (April 1/00)

B.5

Audience Fee

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

Musician

First 1/2 hour or less \$17.95 (April 1/99) - \$18.30 (April 1/00)

Each additional 15 minutes or less thereafter \$8.90 (April 1/99) - \$9.15 (April 1/00)

Leader or conductor - double the musician's fee.

B.6.1

Rehearsal Pianist

Minimum 2 hour call \$100.60 (April 1/99) - \$102.60 (April 1/00)

Additional time per 1/2 hour or fraction thereof

\$25.25 (April 3/99) - \$25.65 (April 1/00)

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 (in 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

\$224.15 (April 1/99)- \$228.65 (April 1/00)

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., **Radio One/Radio Two** or **Radio One/Radio One** or **Radio Two/Radio Two**). **One** play shall be considered a single play **on either** **Radio One** or **Radio Two** on the **English language** service, plus a single play **on either** **Radio One** or **Radio Two** 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 the rates detailed in Salary Grid C.3 of this agreement, a non-orchestral or advance recorded remote may be recorded and broadcast. 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 \$34.00 (April 1/99) - \$34.65 (April 1/00) 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 program broadcast as a single series, for which the fee shall be \$218.70 (April 1/99) • \$223.05 (April 1/00).

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

\$127.50 (April 1/99) - \$130.05 (April 1/00)

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%). The Corporation may acquire the rights for another three (3) years of re-use upon payment of one hundred and twenty five percent (125%)

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.

E.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.

CBC / AFM RADIO AGREEMENT – 1999 / 2001

SALARY GRID A1. PRE-RECORDED (SEGMENTED PRODUCTION)

1 April 1999

	1 Play (80%)	1.5 Hour Window (90%)	2 Plays (100%) Base Rate	2.48 Hour or 1.1 min (115%)	3 Plays (125%)	3.48 Hour or 2.1 min (135%)	4 Hour Window (150%)	5 Hour Window (175%)	6 Hour Window (200%)
15 min.	\$108.15	\$113.30	\$118.45	\$136.20	\$148.05	\$169.80	\$177.70	\$207.30	\$236.80
2.5 hr. call									
30 min.	\$118.45	\$126.70	\$134.95	\$155.20	\$168.70	\$182.20	\$202.45	\$236.15	\$269.90
3 hr. call									
45 min.	\$162.30	\$182.60	\$202.90	\$233.35	\$253.65	\$273.90	\$304.35	\$355.05	\$405.80
4.5 hr. call									
60 min.	\$215.90	\$242.85	\$269.85	\$310.35	\$337.30	\$364.30	\$404.80	\$472.25	\$539.70
6 hr. call									
75 min.	\$270.30	\$304.05	\$337.85	\$388.55	\$422.30	\$456.10	\$506.80	\$591.25	\$675.70
7.5 hr. call									
90 min.	\$323.85	\$364.30	\$404.80	\$465.50	\$506.00	\$546.50	\$607.20	\$708.40	\$809.60
9 hr. call									
120 min.	\$431.75	\$485.75	\$539.70	\$620.85	\$674.85	\$728.80	\$809.55	\$944.50	\$1,079.40
12 hr. call									

ADDITIONAL WORK TIME: \$17.00 per 1/2 hour; \$34.00 per hour

1 April 2000

	1 Play (80%)	1.5 Hour Window (90%)	2 Plays (100%) Base Rate	2.48 Hour or 1.1 min (115%)	3 Plays (125%)	3.48 Hour or 2.1 min (135%)	4 Hour Window (150%)	5 Hour Window (175%)	6 Hour Window (200%)
15 min.	\$110.30	\$118.55	\$120.80	\$138.90	\$151.00	\$163.10	\$181.20	\$214.40	\$247.60
2.5 hr. call									
30 min.	\$120.80	\$130.20	\$137.65	\$156.30	\$172.05	\$188.85	\$206.60	\$240.80	\$275.30
3 hr. call									
45 min.	\$165.55	\$185.25	\$206.95	\$238.00	\$258.70	\$279.40	\$310.45	\$362.15	\$413.90
4.5 hr. call									
60 min.	\$220.20	\$247.75	\$276.25	\$316.55	\$344.05	\$371.60	\$412.90	\$481.70	\$550.50
6 hr. call									
75 min.	\$275.70	\$310.15	\$344.60	\$396.30	\$430.75	\$465.20	\$516.80	\$603.05	\$689.20
7.5 hr. call									
90 min.	\$330.30	\$371.60	\$412.90	\$474.85	\$516.15	\$557.40	\$619.35	\$722.60	\$825.80
9 hr. call									
120 min.	\$440.40	\$495.45	\$550.50	\$633.05	\$688.15	\$743.20	\$825.75	\$963.40	\$1,101.00
12 hr. call									

ADDITIONAL WORK TIME: \$17.35 per 1/2 hour; \$34.65 per hour

CBC / AFM RADIO AGREEMENT - 1999 / 2001

SALARY GRID A.2. LIVE OR ADVANCED RECORDING

1 April 1999

	1 Play (80%)	2 Plays Window (85%)	3 Plays Base (100%)	4 Plays 15 min (115%)	5 Plays (125%)	6 Plays (135%)	7 Plays (145%)	8 Plays (155%)	9 Plays (165%)	10 Plays (175%)
30 min.	\$94.45	\$106.25	\$118.05	\$135.75	\$147.55	\$159.35	\$177.05	\$206.60	\$236.10	
45 min.	\$114.50	\$128.85	\$143.15	\$164.60	\$178.95	\$193.25	\$214.75	\$250.50	\$286.30	
60 min.	\$134.60	\$151.45	\$168.25	\$193.50	\$210.30	\$227.15	\$252.40	\$294.45	\$336.50	
75 min.	\$154.70	\$174.00	\$193.35	\$222.35	\$241.70	\$261.00	\$290.00	\$338.35	\$386.70	
90 min.	\$174.75	\$196.60	\$218.45	\$251.20	\$273.05	\$294.90	\$327.65	\$382.30	\$436.90	
105 min.	\$194.85	\$219.20	\$243.55	\$280.10	\$304.45	\$326.80	\$365.35	\$426.20	\$487.10	
120 min.	\$214.90	\$241.80	\$268.65	\$308.95	\$335.80	\$362.70	\$402.95	\$470.15	\$537.30	
Add'l 15 min	\$20.10	\$22.80	\$25.10	\$28.85	\$31.40	\$33.90	\$37.65	\$43.95	\$50.20	

ADDITIONAL WORK TIME: **\$17.00** per 1/2 hour; **\$34.00** per hour

1 April 2000

	1 Play (80%)	2 Plays Window (85%)	3 Plays Base (100%)	4 Plays 15 min (115%)	5 Plays (125%)	6 Plays (135%)	7 Plays (145%)	8 Plays (155%)	9 Plays (165%)	10 Plays (175%)
30 min.	\$96.30	\$108.35	\$120.40	\$136.45	\$150.50	\$162.55	\$180.60	\$210.70	\$240.80	
45 min.	\$116.80	\$131.40	\$146.00	\$167.90	\$182.50	\$197.10	\$219.00	\$255.50	\$292.00	
60 min.	\$137.30	\$154.45	\$171.60	\$197.35	\$214.50	\$231.65	\$257.40	\$300.30	\$343.20	
75 min.	\$157.75	\$177.50	\$197.20	\$226.80	\$246.50	\$266.20	\$295.80	\$345.10	\$394.40	
90 min.	\$178.25	\$200.50	\$222.80	\$256.20	\$278.50	\$300.80	\$334.20	\$389.90	\$448.60	
105 min.	\$198.70	\$223.55	\$248.40	\$285.65	\$310.50	\$335.35	\$372.60	\$434.70	\$496.80	
120 min.	\$219.20	\$246.60	\$274.00	\$315.10	\$342.50	\$369.90	\$411.00	\$479.50	\$548.00	
Add'l 15 min	\$20.50	\$23.05	\$25.60	\$29.45	\$32.00	\$34.55	\$38.40	\$44.80	\$51.20	

ADDITIONAL WORK TIME: **\$17.35** per 1/2 hour; **\$34.65** per hour

All engagements include two (2) hours work time

SALARY GRID C - ORCHESTRAL AND OPERA REMOTES

1 April 1999

	30 min. pay (80%)	45 min. pay (90%)	1 Hour (100%) Base Rate	2 Hour pay (115%)	3 Hour pay (125%)	4 Hour pay (135%)	5 Hour pay (145%)	6 Hour pay (155%)	7 Hour pay (165%)
30 min.	\$63.85	\$70.55	\$77.25	\$88.85	\$96.55	\$104.30	\$116.90	\$135.20	\$154.50
60 min.	\$85.50	\$97.35	\$108.15	\$124.35	\$135.20	\$148.00	\$162.25	\$189.25	\$216.30
90 min.	\$107.95	\$121.45	\$134.95	\$155.20	\$168.70	\$182.20	\$202.45	\$236.15	\$289.90
135 min.	\$125.25	\$140.90	\$156.55	\$180.05	\$198.70	\$211.35	\$234.85	\$273.95	\$313.10
180 min.	\$173.05	\$194.65	\$216.30	\$248.75	\$270.40	\$292.00	\$324.45	\$378.55	\$432.60

1 April 2000

	30 min. pay (80%)	45 min. pay (90%)	1 Hour (100%) Base Rate	2 Hour pay (115%)	3 Hour pay (125%)	4 Hour pay (135%)	5 Hour pay (145%)	6 Hour pay (155%)	7 Hour pay (165%)
30 min.	\$65.15	\$71.95	\$78.80	\$90.60	\$98.50	\$106.40	\$118.20	\$137.90	\$157.60
60 min.	\$88.25	\$99.25	\$110.30	\$126.85	\$137.90	\$148.90	\$165.45	\$193.05	\$220.60
90 min.	\$110.10	\$123.90	\$137.65	\$158.30	\$172.05	\$185.85	\$206.50	\$240.90	\$275.30
135 min.	\$127.75	\$143.75	\$159.70	\$183.85	\$199.65	\$215.60	\$239.55	\$279.50	\$319.40
180 min.	\$176.50	\$198.80	\$220.65	\$253.75	\$275.80	\$297.90	\$331.00	\$386.15	\$441.30

CBC / AFM RADIO AGREEMENT – 1999 / 2001

SALARY GRID C.3. ADVANCED RECORDED REMOTES

1 April 1999

	1 Hour Window (80%)	1 1/2 Hour Window (90%)	2 Hour Window (100%) Base Rate	2 1/2 Hour Window (115%)	3 Hour Window (125%)	3 1/2 Hour Window (135%)	4 Hour Window (150%)	4 1/2 Hour Window (165%)	5 Hour Window (180%)
30 min.	\$103.20	\$116.10	\$129.00	\$148.35	\$161.25	\$174.15	\$193.50	\$225.75	\$258.00
60 min.	\$144.50	\$162.55	\$180.60	\$207.70	\$225.75	\$243.80	\$270.90	\$316.05	\$361.20
75 min.	\$162.30	\$182.60	\$202.90	\$233.35	\$253.65	\$273.90	\$304.35	\$355.05	\$405.80
90 min.	\$180.30	\$202.80	\$225.35	\$259.15	\$281.70	\$304.20	\$338.05	\$394.35	\$450.70
120 min.	\$198.40	\$224.35	\$249.25	\$286.65	\$311.55	\$336.50	\$373.90	\$436.20	\$498.50
135 min.	\$209.15	\$235.30	\$261.45	\$300.65	\$326.80	\$352.95	\$392.15	\$457.55	\$522.90
180 min.	\$288.95	\$325.10	\$361.20	\$415.40	\$451.50	\$487.60	\$541.80	\$632.10	\$722.40

1 April 2000

	1 Hour Window (80%)	1 1/2 Hour Window (90%)	2 Hour Window (100%) Base Rate	2 1/2 Hour Window (115%)	3 Hour Window (125%)	3 1/2 Hour Window (135%)	4 Hour Window (150%)	4 1/2 Hour Window (165%)	5 Hour Window (180%)
30 min.	\$105.30	\$118.45	\$131.60	\$151.35	\$164.50	\$177.65	\$197.40	\$230.30	\$263.20
60 min.	\$147.35	\$165.80	\$184.20	\$211.85	\$230.25	\$248.65	\$276.30	\$322.35	\$368.40
75 min.	\$165.55	\$186.25	\$206.95	\$238.00	\$256.70	\$279.40	\$310.45	\$362.15	\$413.90
90 min.	\$183.90	\$206.65	\$229.85	\$264.35	\$287.30	\$310.30	\$344.80	\$402.25	\$459.70
120 min.	\$203.40	\$228.85	\$254.25	\$292.40	\$317.80	\$343.25	\$381.40	\$444.95	\$508.50
135 min.	\$213.35	\$240.05	\$266.70	\$306.70	\$333.40	\$360.05	\$400.05	\$466.70	\$533.40
180 min.	\$294.75	\$331.60	\$368.45	\$423.70	\$460.55	\$497.40	\$552.70	\$644.80	\$736.90

APPENDICES

Appendix "A" to "I"

Index

APPENDIX "A"
CONTRACT FORM

APPENDIX "B"

TEMPORARY WORK PERMIT

APPENDIX "C"

JOINT COMMITTEE

The parties acknowledge that open, proactive communication is **critical** to the proper administration of **the** Collective Agreement, as well as to the overall maintenance of **good** relations **between** the parties.

As such, the parties agree that they will hold **quarterly** joint meetings to **discuss** issues of mutual **concern**. **These meetings will** take place **on** the third (3rd) **Friday of** February, **May**, August and November. The location of **the** meeting will **alternate** between the National Offices of **the** AFM and the Toronto Broadcast Centre. The date of a **meeting** may be **changed by mutual** consent upon no less than two **(2) weeks** notice.

The parties will indicate in **writing the issues they** wish to **discuss** at least three (3) **weeks** prior to **each** meeting. **The** subject matter may include, but will not necessarily be limited to:

- **Issues around** the implementation of **new** Collective Agreement **provisions**
- New **means** of distribution of the basic CBC signal **as well as any** revenue flowing **from** such distribution
- **Money** paid to AFM **Musicians** by the CBC **under** the provisions of **the** revised Copyright **Act**
- New **and** ongoing initiatives involving **the** release of **program** material for use **on** CD
- **New** programming initiatives and/or practices
- Initiatives for the **ongoing** orientation **and** education of CBC producers **and** AFM **members/Leaders**
- Use of prepayment option for Children's Television programs
- Problems with payroll and/or royalty payments
- **Current** or pending **grievances**

The Corporation agrees that **production and/or administrative staff will be invited to such meetings as may be required**. The AFM agrees that local officers and/or **musicians** will be invited to such meetings as may be **required**.

The parties **will** produce **and sign** minutes of **each meeting**. The further distribution of **such minutes** will be by mutual agreement of the parties. The parties **agree** that such **minutes** will be without prejudice, **and may** not be **used as** evidence **before** a third party without the agreement of both parties.

APPENDIX D

RECORDING

The purpose of this appendix is to clarify the terms and conditions under which CBC program material can be released for use on a commercial record (compact *disc*, etc.).

It is a basic requirement for any release covered by this Appendix that the material in question first be contracted for broadcast under the CBC / AFM collective agreement.

Unless otherwise indicated, these provisions will only apply to radio.

As has always been the case, individual situations shall be subject to prior discussion between the CBC and the AFM through the office of the Vice President from Canada.

The parties agree that all arrangements detailed below will be subject to regular review and will be discussed at the regular quarterly joint meeting between the parties.

CBC RECORDS

This includes the release of material on a CBC record, as well as the release to another recording company of material previously released on a CBC Record, or material paid as per Article 15 or as per the PRLA.

Except as may be amended below, the terms and conditions in the side letter contained in the CBC/AFM (Radio) Collective Agreement ("RELEASE OF CBC BROADCAST RECORDINGS AS COMMERCIAL RECORDS"), and past practice, shall continue to apply.

Material released as a CBC Record can be re-released by the CBC without payment of any additional step-ups. The original terms and conditions of release shall continue to apply.

Material released to another recording company shall be subject to immediate royalty payments of the 15% of net income as per the aforementioned side letter. In this case, the recoupment of costs stipulated in the aforementioned letter shall not apply. Such release of material shall require the permission of all the musicians involved (except for orchestra musicians), such permission to be acquired by the CBC or by the recording company. Proof of permission will be required prior to the release of the material.

The recording companies to whom **such** material is released **shall** be signatories to the Phonograph Record Labour Agreement (PRLA), **or shall** agree to adhere to **such** agreement for purposes of **the** release. Proof of such adherence will be required prior to the release of the **material**.

LICENSING

These are **situations** where material is contracted for **broadcast** on the CBC, **but** is not contracted **as** a **broadcast** recording, and is subsequently **released** to another recording company.

When it is determined **that** such a release is to **take** place, there will be prior consultation between **the** CBC and the AFM, through the Vice-Resident from **Canada**, to determine whether or **not** the featured **artist(s)** in question is **an "artist of stature"**.

If it is **determined that the** featured **artist(s)** is **an "artist of stature"**, the musicians involved **will be** paid the appropriate rates **as** contained in the current PRLA.

If it is determined that the featured **artist(s)** is **not an "artist of stature"**, the musicians involved will be paid forty **dollars (\$40.00)**, plus pension, for **each** seven and one **half** (7 1/2) **minutes of music** to be **released**. In **this case**, the original **recording** must be at least three (3) **years** old. Release of **material** under these conditions **shall** require the permission of **all** the musicians involved (**except for** orchestra **musicians**), **such** permission to be **acquired by** the recording company. **Proof of** permission will be required by the CBC or **by** the recording company prior to the release **of the material**.

The recording companies to whom **such** material is released **shall** be signatories to **the** current PRLA or **the Limited Pressing Agreement of** the PRLA whichever is applicable, or **shall** agree to adhere to **such** agreement for purposes of **the** release. Proof of **such** adherence **will be required** prior to the release of the material.

LEASEBACKS

These are situations in which the CBC makes **arrangements with** musicians to release **to** them, for compensation to be agreed upon **between** the Corporation and the **musicians**, material originally recorded **by them** for broadcast. **The** musicians in turn will **include that material on** the record release.

In all **such** cases, the musicians must be **"self-engaging"**, in that **they** themselves **must form the** entity to **which** the material **will** be released.

CBC / AFM RADIO AGREEMENT – 1999 / 2001

The musicians must have signed **the Limited Pressing Agreement of the current PRLA, proof of such to be provided to the Corporation prior to the release of the material.**

The **AFM, through the Local and/or the office of the Vice President from Canada,** will be kept informed in advance of any such **projects** to take place.

If the Corporation wishes to apply **this provision** to **musicians who** are not "self-engaging" (i.e. - orchestra **musicians** engaged by an **orchestra**), it **will** first enter into discussion **with** and obtain **permission from** the AFM, through the **Local** involved.

COMPILATIONS

These **are situations** where **the Corporation releases,** either itself or **through a distributor,** a record release containing material featuring **a variety** of different **artists.** The purpose **of** such release will be to publicize **the artists and the CBC, and** to generate **income** for the **CBC which** income **will** be used for programming. This provision will apply to both **radio and television programs.**

Musicians appearing in **such release will** receive forty dollars (\$40.00) **per seven and one half (7 1/2) minutes of music.** Pension fees **are** not payable on these payments.

The AFM, through the office of the Vice President from Canada, will be advised of any such project at its inception. Acknowledgement of the **participation** of the **AFM will** appear **on the record jacket.**

APPENDIX E

GENERAL CONDITIONS OF EMPLOYMENT OF MEMBERS

The parties agree that the following will replace the current language in Article 29.1.4 within six (6) months of the effective date of this agreement. The parties further agree that during that time, they will meet in joint committee to discuss and finalize the interpretation and application of this article.

29.1.4

a) In situations where the contract is prepared or the information is directly provided by the Leader/Contractor, the following terms and conditions shall apply

(i) The Corporation will instruct the leader to provide all necessary information to the AFM at the earliest possible opportunity, and in any event no later than 48-hours prior to the engagement. The information provided will include (if available): date and location of the engagement; names of the musicians, SIN's, addresses, membership status (including AFM membership numbers if applicable). The 48-hour time limit will not apply where the necessary information is not available. In such case, the information will be provided as soon as available.

(ii) The Leader/Contractor will be solely responsible for ensuring that musicians are engaged properly in terms of their membership status. The Corporation will not be liable to any non-member penalties and/or fees under Article 16 in such case, unless the Corporation has failed to advise the leader of their responsibilities under Article 29.1.4.a) i).

b) In situations where the contract is initiated and prepared by the Corporation, the following terms and conditions shall apply

(i) When the musicians are engaged, the responsible Corporate official will be informed of the individual designated by the group as Leader

(ii) The Leader so identified will be presented with a form which will:

- 1) advise him/her of his/her responsibilities as Leader
- 2) require that the leader provide all necessary information about the group including names, SIN's, addresses, membership status (including AFM membership numbers if applicable)
- 3) require that this information be provided at the earliest possible opportunity, and in no event no later than 48-hours prior to the engagement. The 48-hour time limit will not apply where the necessary information is not available. In such case, the information will be provided as soon as available.
- 4) require the Leader to declare that the information so provided is accurate and complete

5) stipulate that if the information is not **accurate**, and is not submitted in a timely **manner**, ~~his/her~~ Leader fee is forfeit

(iii) The Corporation **will** use **this information to prepare** the contract, and **at the same time** a **copy** of the form **will** be sent to the AFM Local office **to verify membership number** and (if applicable) **assign work permit numbers** prior to the contract being executed. Included **will** be information **regarding the date and the location of** the engagement. The **48-hour** time limit **will not** apply where **the necessary information** is not available. In such case, the information **will** be provided **as soon as** available.

(iv) **Once** informed, **the Local will** advise the Leader of **his/her** obligations under the agreements and **will provide him/her with** any required assistance in meeting those obligations

(v) If the information is not received **and/or** verified prior **to the execution of** the contract, the provisions of the **contract** will be subject **to the accuracy of** the information provided.

(vi) If the Leader **has** not presented the information in a timely manner, or if the information is not correct, the Leader fee **will be forfeit**

(vii) If the Corporation **fails** to carry out its responsibilities **under this article**, it shall be subject to **all non-member fees and penalties** as per Article 16.

The Corporation **and/or** the Leader will **also** have access to AFM **North American** membership list **through** the Internet.

APPENDIX F

RADIO THREE

In the case of music contracted specifically for Radio III, the following terms and conditions will apply

- Upon payment of base contracted fees, the Corporation will have three (3) plays on radio III
- Upon payment of one hundred and fifteen percent (115%) of base contracted fees, the Corporation will have one (1) year of **unlimited use** on radio III
- A member of the AFM, or a group of AFM members, **may** perform for purposes of promotion for one (1) song or five (5) minutes, whichever is **shorter**. If a musician is not a member of a "royalty group", or is not covered by a personal services contract with the member(s) being promoted, this provision shall not apply.
- All other terms and conditions of the **CBC/AFM** (Radio) Agreement will apply
- The parties will monitor the utilization of this Appendix during the life of the agreement

The rates and conditions stated in this appendix covering the recording and distribution of music or programs shall apply exclusively to music or programs produced in accordance herewith and shall supercede any other rates and conditions for recording and distribution stated elsewhere in this Agreement

APPENDIX G

NEW MEDIA INITIATIVES

The parties recognize ~~that~~ new media and multi-media are **new and evolving, and that** the provisions of ~~this agreement~~ may not be appropriately applied to music produced by ~~the CBC for new~~ media, or to music **originally** produced for broadcast ~~re-used~~ on new media. **As** such, the parties agree to enter into good faith negotiations **to discuss** new multi-media and/or new media projects as they arise, **and** ~~the~~ **determine how** they should be appropriately addressed. The provisions in Appendix "G" governing the ~~Internet~~ shall be considered **without** prejudice with regard to **any** new projects **that** may arise.

APPENDIX H

INTERNET

The terms and conditions contained herein will apply to material produced directly for use on the CBC Internet site, and to the re-use of program material on the CBC Internet site. They will not apply to the simultaneous transmission of the CBC signal over the internet, which is included in base fees

- Music recorded specifically for the internet will be paid based on the appropriate base contracted fees in the CBC / AFM (Radio) Agreement, and payment of such rates will allow the music to be accessible on the internet for a period of one (1) year
- A program originally recorded for CBC broadcast which is re-used on the internet will be subject to payment of ten percent (10%) of the original base contracted fee for one (1) year of accessibility
- A program excerpt of five (5) minutes or less from a program originally recorded for CBC broadcast which is re-used on the internet will be subject to payment of five percent (5%) of the original base contracted fee for one (1) year of accessibility
- A member of the AFM, or a group of AFM members, may perform for purposes of promotion for one (1) song or five (5) minutes, whichever is shorter. If a musician is not a member of a "royalty group", or is not covered by a personal services contract with the member(s) being promoted, this provision shall not apply. The parties agree to review the application of this provision during the life of this agreement,
- The parties will monitor the utilization of this Appendix during the life of the agreement

The rates and conditions stated in this appendix covering the recording and distribution of music or programs shall apply exclusively to music or programs produced in accordance herewith and shall supercede any other rates and conditions for recording and distribution stated elsewhere in this Agreement.

APPENDIX I**CONVERSION TO "TIME WORKED" PAYMENT SYSTEM**

The parties agree **that**, during **the** life of the agreement, they will **enter into discussions with** the objective of converting from a rate system based on **program** length to **a** rate system based on **hours** worked. The purpose would be **to** develop **a** system that **would** provide for compensation **to musicians** at the same **overall** level **as** under the **pre-existing** system. The parties commit **to** the development **of** mutually agreeable **rate structure** based on the above principle prior **to** the **expiry** of the **current** agreement. Implementation **of** **such** system **would** be **subject** to **further** negotiation.

CBC R/ _____ **!**
INDEX

<u>SUBJECT</u>	<u>ART/ SCHED.</u>	<u>PAGE</u>
A		
Accompanist or Recitalist - Fees	B.8	83
Accompanist for Auditions - Fees	B.1	82
Advance Recorded - Remote Fees - Radio	C.3	86
Advance Recorded Remote - Definition	2.23(b)	7
Advance Recorded Remotes - Fee Grid	Grid C.3	93
Advance Recordings - Definition	2.1	3
Advance Recordings (Segmented) - Fee Grid	Grid A.1	90
Advance Recordings - Regulations	4	9
Advance Recordings - Pre-Recording Fees	A.1	74
After Show - Regulations	6	10
AFM Certification (CAPPRT)	1.2	1
AFM By-Laws	1.4	2
Amateur Groups - regulations Concerning Use	16.2.5	37
Amateur Musician - Definition	2.2	3
Application of Agreement	1.1	1
Arrangers & Copyists - Time Limits for Payment	29.2.1	62
hanging - Definition	2.3	3
Arranging & Copying - Broadcast Recordings - Rates	15.10	35
hanging & Orchestrating - Fees	25	56
Arranging & Orchestrating - Regulations	25	53
Arranging & Orchestrating - Short Subjects - Rates	25.7	54
Assistant Conductor - Rate - Double Musician	21.1	42
Audience Fee - Regulations	5	10
Audience Fee - Schedule	B.5	83
Audition - Accompanists	B.1	82
Audition - Talent & Programs - Fee & Regulations	3	8
B		
Base Contracted Fee	2X	3
Broadcast/Engagement - Pre-Emptying,		
Cancellations, Postponements	8	13
Broadcast Recording (Conflict with Recording-Appendix D)	15.8.4	33

CBC / AFM RADIO AGREEMENT – 1999 / 2001

CBC RADIO INDEX (Cont'd)

<u>SUBJECT</u>	<u>ART./ SCHED.</u>	<u>PAGE</u>
Broadcast Recording (Transcription)- General - Radio	15	30
Broadcast Recording Rates - Performing - Radio	15.9	34
Buy-Out (Non-Broadcast Use)	11.5	26
C		
Cassettes (Supplemental Markets)	11.2.1	23
CBC Broadcast (Definition)	2.5	3
CBC Employees	1.5	2
Chamber Groups - Definition	2.21(b)	6
Chamber Groups - Fees	B9	83
Children's Program Segments	10.3	20
Children's Program Segments (Supplemental Markets)	11.3.1(f)	24
Commercial Records - Use of	30.2	66
Commercial Recordings - Conversion	15.8	33
Composing - Fees	26	59
Composing - Regulations	26	58
Computation of Payment (Supplemental Markets)	11.3	23
Computer Scoring	24.2	49
Concert Master	21.2	42
Conditions - General re Engagement	Appendix E 29.1.4	61, 101
Conductor or Leader - Definition	2.6	4
Conductor or Leader - Fees	A.3	78
Consultation Time	25.13(k)	56
Contract - General Conditions	29.2	62
Contract Form	Appen. A	95
Contractor (Orchestra Remote)	9.6.7	17
Contractor (Opera)	9.7.4	19
Contractor	20	40
Copying - General Conditions	24	49, 52
Copying - Fees	24	51
Copying - Short Subject or Broadcast Recording - Rates	24.9	50
copyist - status of Artist	24.1	49
copyist - supervisor	24.14	51
D		
Definition of Terms	2	
Drama and Documentary Series	A.6	

CBC RADIO INDEX (Cont'd)

<u>SUBJECT</u>	<u>ART./ SCHED.</u>	<u>PAGE</u>
Dressing - Regulations	28	60
Dressing - Fees	B.4	83
Doubling	23	47
Drummer	21.9	43
Dubbing - Prohibitive Practice	30.4	66
Duration of Collective Agreement	35	71
E		
Educational Use	11.5	26
	12	27
Electronic Music Devices (EMD's)	22	43
Engagement - CBC Contact Local	29.1.4	62
Equitability	32	67
Ethnic Groups - Performers	16.2.4	37
Excerpts	10.5	20
	17.1.2	38
F		
Featured Musician - Definition	2.7	4
Featured Musician - Special Categories	21.5	42
Featured Musician - Fees	B.11	84
Featured Musician - Rock & Roll Groups		
- Doubling	23.1 (f)	47
Festivals and Competitions	13	27
First Trumpet	21.11	43
Force Majeure - Regulations	8.2	13
Foreign Distribution (Supplemental Markets)	11	21
Foreign Distribution - Pre-Paid Use (Free Radio)	10.8.B.i)	22
(Supplemental Markets)	11.4	26
Foreign Use - Program Segments	10.5	20
Free Radio		
(Supplemental Markets)	11.2.4	23
G		
General Conditions - Employment of Members	29	61

CBC RADIO INDEX (Cont'd)

<u>SUBJECT</u>	<u>ART./ SCHED.</u>	<u>PAGE</u>
	Appen. E	
General Conditions - Late Payment	29.2.4	63
General Conditions - All Recordings	31	66
General Conditions Applicable to Broadcast Recordings - Radio	15.7	32
Grievance and Arbitration	34	68
 H		
Harp, Timpani, Keyboard, Percussion Transportation	18.3	39
Harpist - Premium Fee	21.8	43
Holidays - Premium Fee	A.8	80
 I		
Industry Equitability	32	67
Incidental Background Music	17.1.3	38
Incidental Performances not Requiring Payment	17	37
Instrument - Unusual Rule	16.2.7	37
Internet	Appen. H	105
Interview with Members	17.1.1	38
	A.10	81
Instruments - Transportation	18	39
 J		
Joint Committee (Appendix)	Appen. C	97
 K		
 L		
Late Payment	29.2.4	63
Lay-Over Premium	7.3	12
Leader or Conductor - Definition	2.6	4
Leaders - Fees (Additional fees over ten (10) side men)	A.3	78

CBC / AFM RADIO AGREEMENT -- 1999 / 2001

CBC RADIO INDEX (Cont'd)

<u>SUBJECT</u>	<u>ART./ SCHED.</u>	<u>PAGE</u>
Leader - Orchestral Concert Broadcasts and Remotes - Radio	C.1(f)	84
Librarians	27	59
Librarians - Non-Playing	9.6.8	18
	9.7.5	19
	27.2	60
Live/ Advance Recorded Fee Grid	Grid A.2	91
Live Production or Live Manner Production - Fees	A.2	76
Local Broadcast - Definition	2.9	4
Local - Definition	2.8	4
Local Rates - Terms & Conditions Negotiable	8.4	14
 M		
Magazine Program - Definition	2.10	4
Make-up	28	60
Marimba - Premium	21.10	43
Member - Definition	2.11	4
Minimum Basic Fee - Definition	2.12	4
Minimum Call - Musicians - Segmented Production	A.1.2	75
Minimum Call - Live Manner Production	A.2.3	76
Miscellaneous Categories - Fees	B	82
Multiple Parts - Overdubbing, etc. - Radio	15.5	31
Music Editor - Reference	21.7	42
Music Editor - Fees	B.3	82
Music Sound Consultant - Fees	B.2.1	82
Music Sound Consultant - Reference	21.6	42
Musical Interviews (Radio)	17.1.1	38
	A.10	81
Musician - Definition	2.13	5
 N		
Negotiated Fees	29.6	65
Network Broadcast - Definition	2.14	5
New Media Initiatives	Appen. G	104

CBC / AFM RADIO AGREEMENT – 1999 / 2001

CBC RADIO INDEX (Cont'd)

<u>SUBJECT</u>	<u>ART./ SCHED.</u>	<u>PAGE</u>
Non-Broadcast Use	11.5	26
	12	27
Non-Contracted Sessions - Premium Fees	A.4	78
Non-Member Conductor	20.5	41
Non-Members Performing - Penalties and Exclusions	16	35
Non-Members - Regulations/Fees	16.2.1	36
Non-playing Contractor	20.6	41

O

Official Texts	1.6	2
Opera Broadcasts (Radio)	9.7	18
Opera Broadcasts (Radio) - Fee	C.2	86
Orchestra - Definition	2.15	5
Orchestra- More than One	A.9	81
Orchestral Concert Broadcast - Radio - Definition	2.16	5
Orchestral Concert Broadcast - Radio - Fees	C.1	85
Orchestral Concert Broadcast - Radio -Regulations	9.6	16
Orchestral Concerts - Re-Use	9.6.2	16
Orchestral Concerts - Re-Use (Windows)	9.6.2	16
Orchestral Musicians or Sabbatical (Opera)	9.7.5	19
Orchestral Musicians or Sabbatical (Orchestral Concerts)	9.6.8	18
Orchestral/Opera Remote - Fee Grid	Grid C	92
Orchestrating and Arranging - Fees	25	56
Orchestrating and Arranging - Regulations	25	53
Orchestrating and Arranging - Short Subjects - Rates	25.7	54
Orchestration - Definition	2.17	5
Other Radio Rates	Grid 4	94
other special Categories	21	42
Out-of-Town Engagements (Conditions and Fees)	7	11
Over-Dubbing - Regulations - Broadcast Recordings - Radio	15.5	31
Over-Dubbing (Single Instrumental Parts)	2.18	6
<i>overtime</i>	A.4	78

P

Pay-Type CATV (Supplemental Markets)	11.2.2	23
Pay Television (Supplemental Markets)	11.2.3	23
Payment - 14 days' limit	29.2.4	63
Payment To Agent/Manager	29.2.3	63

CBC RADIO INDEX (Cont'd)

<u>SUBJECT</u>	<u>ART./ SCHED.</u>	<u>PAGE</u>
Pension Fund	33	67
Per Diem	7.4	12
Performance by Non-Members	16	35
Playing Contractor - Ten (10) or More Musicians	20	40
Postponement	8.3	13
Pre-Emptions	8.1	12
Pre-Paid Foreign Use (Free Radio)	11.4 (b) 10.8.B.i)	22
Pre-Paid Release/Re-Broadcast Rights	10.8	21
Pre-Recording Fees - Segmented Production	A.1	74
Pre-Recording - Definition	2.18 (a)	5
Pre-Recording - Radio Variety	2.18 (b)	5
Premium Fee	A.8	80
Prime Engager - Must have AFM Agreement	29.2.3.2	63
Program Area Themes	14.4	29
Program Audition - Definition	2.19	6
Program Audition - Fees	3.2.1	8
Program Segments (Excerpts)	10.5	20
Prohibited Practices	30	65
Promos and Trailers - Include Fees	14.1	28
Publicity, Promos, etc.	14	28

Q

R

Radio One, Radio Two	4.1.B	9
Radio Three	Appen. F	103
Rates - Schedules-Grids	A-E	74-94
Recital - Definition	2.20	6
Recitalist - Definition	2.21(a)	6
Recitalist - Fees	B.7	83
Recorded Theme - Fees	E.1-E.2	88
Recorded Theme - Not Allowed in Live Production	30.1	65
Recordings - Advance - Regulations	4	9
Recordings - Broadcast - Radio Only	15	30
Recordings (CBC Records, Licensing, Leasebacks, Compilations)	Appen. D	98
Recordings - Conversion to Commercial	15.8	33

CBC / AFM RADIO AGREEMENT -- 1999 / 2001

CBC RADIO INDEX (Cont'd)

<u>SUBJECT</u>	<u>ART./ SCHED.</u>	<u>PAGE</u>
Recordings - General Conditions	31	66
Recordings - Live Manner - Fees	A.2	76
Recordings - Pre-Recording - Definition	2.18	5
Recordings - Pre-Recording - Radio Variety	2.18(b)	5
Recordings - Segmented Production - Fees	A.1	74
Regulations - Re tracking, over-dubbing, etc. - Broadcast Recordings	15.5	31
Rehearsal Pianist (or other instrumentalist) - Definition	2.22	6
Rehearsal Pianist - Fees	B.6.1	83
Release of Advance Recordings - Permitted	4.3	9
Release of Advance Recordings - Not Permitted	4.5	10
Religious Services - Performances	16.2.3	36
Religious Services (Special)	17.1.5	39
Remote Broadcast - Definition	2.23(a)	7
Remotes - Rules and Regulations	9	14
Remotes - Fees - Radio	C.1-3	85
Remotes (Musical Competitions)	9.5	15
Rest Periods - Ten (10) Minutes Per Hour	A.7	80
Re-Use (Archival)	10.7	21
Re-Use (Series Discount)	10.4	20
Re-Use of Programs - Fees	10	19
Re-Use of Arrangements - Regulations and Fees	25.2	54
Re-Use of Copying - Regulations and Fees	24.5	50
Rights to Record and Broadcast - Time Limits	4	9
Rock & Roll Groups - No Doubling Fees - Featured	23.1 (f)	47
 S		
School Teacher/Pupils - Performers	16.2.2	36
Self-Accompanied Soloist - Fees	B.10	84
Short Subjects - Copying Fees	24.9	50
Sideman - See Musician		
Simulcast - Definition	2.24	7
Simulcast - Fees	AS	78
Single Musician - Definition	2.25	7
Single Musician - Double Musician's Fee	21.4	42
Single Station Re-Use	10.2	19
Soloist - Definition	2.26	7

CBC / AFM RADIO AGREEMENT -- 1999 / 2001

CBC RADIO INDEX (Cont'd)

<u>SUBJECT</u>	<u>ART./ SCHED.</u>	<u>PAGE</u>
Soloist - Double Musician's Fee	21.3	42
Sound Consultant (Music) (Definition)	2.27	7
Sound Consultant (Music) - Fees	B.2.1	82
Sound Consultant (Music) - Reference	21.6	42
Special Categories	21	42
Special Religious Services	17.1.5	39
Station ID's and Program Area Themes	14.4	29
Stations Broadcasting in French -(Supplemental Markets)	11.3.1(d)	24
Steward - Regulations and Fee	19	40
strip shows	A.1.8	75
Subsidy - Symphony Orchestras	29.5	64
Supplemental Markets, Distribution and Non-Broadcast Use	11	22
- Definition	11.2	22
- Cassettes	11.2.1	23
- Pay-Type CATV	11.2.2	23
- Pay Television	11.2.3	23
- Free Radio	11.2.4	23
- Computation of Payment	11.3	23
- Base Amounts	11.3.1	23
- Stations Broadcasting in French	11.3.1 (d)	24
- Foreign Use (program Segments)	11.3.1 (e)	24
- Children's program segments	11.3.1 (f)	24
- Re-Editing of Programs for Supplemental Market Use	11.3.1 (g)	24
- Supplemental Market Fees	11.3.2	24
- Distributor's Gross Receipts	11.3.2 (b)	25
- Allocation of Gross Receipts	11.3.2 (b)	26
- Time of Payment & Reports	11.3.2 (c)	26
Supplemental Markets (Theme Musicians)	11.3.1(c)	24
Survival of Collective Agreement	4.5.2	10
Sweetening - Regulations	15.5	31
Symphony Orchestra - Subsidy	29.5	64
T		
Talent Audition - Definition	2.28	7
Talent Auditions - Fees	3.1	7

CBC RADIO INDEX (Cont'd)

<u>SUBJECT</u>	<u>ART./ SCHED.</u>	<u>PAGE</u>
Talent Opportunity Programs	16.2.6	37
Terms - Definitions	2	2
Theme Music - Fees	E	86
Themes (Regional Programs)	14.5	29
Themes and Billboards	14.2	29
Time Work - Copying Fees	24.11	51
Time Worked Payment System	Appen. I	106
Trailers and Promos	14.1	28
Tracking - Broadcast Recordings - Radio	15.5	31
Transportation Expenses (Out of Town)	7.2	12
Transportation of Instruments	18	39
Travel Expenses	7.4	12
 U		
Unusual Type of Instruments - Rule	16.2.7	37
Use of Tapes - Calculations	A.1.5	75
Use of Tapes - Information re	A.1.7	75
	20.3	41
 V		
Vocal Soloist Playing Own Accompaniment	B.10	83
 W		
Warm-Up and After-Show - Fee & Regulations	6	11
Windows (Definition)	2.4	3
Windows - Drama and Documentary (Fees)	A.6(i)(a)	79
Widows (Reuse)	10.8	21
windows - Remote (Reuse)	9.6.2	16
Work Dues Deductions	29.7.1	65
Work Permit Fee - Non-Member - Canadian Residents Only	16.1	35
Work Permit Form (Appendix)	Appen. B	96
 X, Y, Z		