

**THE TORONTO MUSICIANS' ASSOCIATION LOCAL 149 OF THE  
AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES  
AND CANADA (AFM/ CFM)  
(referred to in this agreement as TMA)**

**GENERAL LABOUR SECTOR AGREEMENT**

**Effective: April 1, 2018 – March 31, 2022**

**1. PREAMBLE**

In order to use this agreement a Labour Sector Organization, (“Engager”), is required to sign a Letter of Adherence (Appendix B) to this Agreement and submit to the Toronto Musicians’ Association (“TMA”) for either a single event, series of events or for all events produced for a period of time. Upon TMA countersigning the agreement and returning to the Engager, TMA, its members and Engager are bound by this agreement and its terms.

A Labour Sector Organization is defined as a Trade Union, any local of a Trade Union, or a not-for-profit organization with a mandate and mission that aligns with objectives of support and fair working conditions for working people. TMA reserves the right to determine whether Engager may be designated as a Labour Sector Organization and by countersigning a letter of adherence to this agreement TMA confirms its approved designation of Engager as a Labour Sector Organization.

**2. TMA RECOGNITION**

Engager recognizes TMA as the exclusive bargaining agent for all instrumental musicians, digital musicians, DJ’s, vocalists, musical directors/conductors, assistant and/or associate conductors, arrangers, copyists, orchestrators, contractors and librarians, (hereinafter referred to as Musicians) engaged by Engager except provided in this agreement.

**3. CONTRACTS**

All engagements involving Musicians shall be contracted on the applicable TMA or AFM approved contract forms and filed with TMA prior to the engagement.

One TMA member musician will be designated as Contractor **per letter of adherence**, who shall work with Engager to prepare the required contracts (as described below), and shall ensure that they are properly executed and filed.

TMA, through Contractor, will assist Engager in preparing blanket contract(s) covering the engagement of all musicians. One contract will cover all TMA members; a second, if required, will cover non-AFM members. Engager, with the assistance of TMA, will use its best efforts to ensure that contracts are complete and include the names and contact information of each Musician, and (where applicable) each Musician's Local and Social Insurance Number or Social Security Number. Engager assumes no responsibility in the case where a member of TMA/AFM is liable for missing or erroneous information. Engager will cooperate with TMA to obtain and/or correct any missing or erroneous information.

#### **4. FEES**

Where not specified otherwise in this Agreement, the fees and conditions included in the most recent TMA Tariff of Fees (a copy of which is attached for reference) shall apply.

Engager agrees that all musician fees shall not be less than the General Scale Fees (as stated in the most recent TMA Tariff of Fees), with the exception that Leader's and Doubling premiums shall not apply.

**Contractor** shall be paid an additional fee equivalent to one three-hour Miscellaneous General call as compensation for her/his work in preparing the contract(s).

For the purpose of contract and Musicians' Pension Fund of Canada (Pension) filings, this TMA Miscellaneous Scale Fee shall be declared as the total "Pensionable Earnings" for the engagement for each AFM-member musician.

#### **5. PENSION, WORK DUES AND PERMIT FEES**

Engager agrees to make an additional payment equal to 14% of the Minimum Scale Fee for each musician, as follows:

- (i) For AFM Members: 3% of the Minimum Fee, paid to TMA as Work Dues, plus 11% of the Minimum Fee, paid to the Musicians' Pension Fund of Canada, as an Employer's Pension contribution.
- (ii) For non-AFM members: 14% of the Minimum Fee, paid to TMA as a Work Permit Fee.

Neither Leader's nor Doubling premiums as defined in the Tariff of fees shall apply for the purposes of these calculations.

These amounts are to be forwarded to TMA within fourteen (14) days after the conclusion of the final engagement on the contract.

**6. ENGAGEMENT OF NON-AFM MEMBERS:**

In consideration of the obligations accepted by Engager under Section 5, TMA agrees that Engager shall be free to engage the services of Musicians who are not members of TMA.

TMA further agrees that where a TMA Musician has been contracted in good faith, Engager shall assume no responsibility for the membership status of any substitute Musician engaged by a TMA Musician.

Engager agrees to provide TMA with an email address, and if possible, a postal address for each non-Member engaged under this Agreement, and a sign off from the non-member that TMA is allowed to contact the musician (or not) regarding TMA offerings. For those who have signed off, TMA will use this information to send information (flyers, web resources, information meetings, etc.) About the Local and its benefits to musicians.

**7. MECHANICAL MUSIC:**

Engager will make best efforts to ensure that mechanically reproduced music, (pre-recorded music played publically), shall not be used for dancing, background for theatrical shows, concerts, live demonstrations or any other purposes without all of the musicians operating the equipment that is playing the music live, including DJ's, selectors, laptop musicians and digital musicians, being engaged by the terms of this agreement. In all cases at least one musician must be engaged every time music is performed or reproduced live.

**8. ACCESS FOR TMA REPRESENTATIVES:**

Representatives of TMA shall have access to the place of performance and rehearsal for the purposes of conferring with the Musicians and monitoring this Agreement.

**9. EXCLUSION FROM THIS AGREEMENT:**

Notwithstanding anything contained herein, TMA and Engager agree that provided the Musicians are not performing for commercial purposes, Musicians competing in amateur competitions and Musicians performing with community or labour organization sponsored bands, (such as a school band, community band, religious organization or church band, or a band sponsored by a labour union or service club), shall be excluded and exempt from this agreement. This condition shall apply, provided that the Musicians performing with the band are bona fide members of the community or labour organization they are playing for and are not being compensated for performing by Engager. Where a Musician in such band is a current or former member of AFM will agree to permit the member to perform under this Section of the

Agreement provided the Musician's participation meets the criteria as stipulated in this Section.

## **10. DISCUSSION AND DISPUTE RESOLUTION**

Any conditions not covered by this Agreement may be discussed with Engager through the signatory contact on the Letter of Adherence and TMA through the Executive Director or an authorized Representative of TMA.

The following procedure will apply in the event that there is a dispute relating to the interpretation, application, administration or an alleged violation of the Agreement. Any dispute should be discussed and settled if possible, at the time of its occurrence by TMA or its authorized representative and the authorized representative of Engager.

Step 1 – Any dispute which cannot be settled as provided above must be summarized in writing by a musician or TMA and filed with Engager, or vice versa, within thirty (30) business days of the occurrence giving rise to the grievance or after the occurrence giving rise to the grievance could have reasonably become known, - the person receiving the grievance (Respondent) will provide a written reply to the grievance within fifteen (15) business days of its receipt.

Step 2 – If the grievance is not settled by the parties following the Step 1 reply, the grievance shall, within fifteen (15) business days of the date of the reply, be referred to a grievance meeting with a representative of Engager and TMA.

Step 3 - In the event that a grievance is not settled to the satisfaction of the parties as a result of the grievance meeting or by immediate subsequent correspondence delivered not later than fourteen (14) calendar days after the meeting, the matter may be referred to arbitration by either party. Notice of referral to arbitration shall be given within forty-five (45) calendar days following the grievance meeting in writing to all other parties.

Arbitration – Where the parties have referred to arbitration, the arbitrator selected shall be mutually acceptable. If agreement is not reached on the appointment of an arbitrator within fifteen (15) business days following the notice of referral, the process for the appointment of an arbitrator described in the Status of the Artist Act shall be followed. The arbitrator shall hear and determine the grievance and issue a decision, and the decision shall be final and binding upon the parties.

The expenses of the arbitrator shall be borne equally by Engager and TMA.

Any step in this Article may be extended by mutual agreement, in writing, between the parties.

**APPENDIX A**  
**TMA TARIFF OF FEES – GENERAL SCALE CHARTS**

The complete TMA Tariff of Fees may be accessed by TMA members on the TMA149 website ([www.tma149.ca](http://www.tma149.ca)).

# TORONTO MUSICIANS' ASSOCIATION TARIFF OF FEES **2017-2021**

## Appendix A – Table 2 – General Scale, 2018-2019

Rates are effective from September 4, 2018 through September 2, 2019.

All rates are **hourly rates**.

**Minimum call** for rehearsals is two hours. Minimum call for performances is three hours.

**Work Dues** for General Scale engagements are 3%, except MPTF engagements, for which Work Dues are 5%.

**Pension (MPF)** contributions are 8% to 18%.

	Rehearsals	Performances		
		Venue Capacity up to 1000	Venue Capacity 1001-3500	Venue Capacity 3501 or greater
Basic Rate	\$46.00	\$55.00	\$62.00	\$75.00
Leader or Single Musician (Basic Rate plus 100%)	\$92.00	\$110.00	\$124.00	\$150.00
Contractor, Harp, or Concertmaster (Basic Rate plus 50%)	\$69.00	\$82.50	\$93.00	\$112.50
Principal Musician (Basic Rate plus 25%)	\$57.50	\$68.75	\$77.50	\$93.75
Steward (Basic Rate plus 10%)	\$50.60	\$60.50	\$68.20	\$82.50
First Double – Additional fee (50% of Basic Rate)	\$23.00	\$27.50	\$31.00	\$37.50
Second Double – Additional fee (25% of Basic Rate)	\$11.50	\$13.75	\$15.50	\$18.75
Third and subsequent Doubles – Additional fee (10% of Basic Rate)	\$4.60	\$5.50	\$6.20	\$7.50

# TORONTO MUSICIANS' ASSOCIATION TARIFF OF FEES **2017-2021**

## Appendix A – Table 3 – General Scale, 2019-2020

Rates are effective from September 3, 2019 through September 7, 2020.

All rates are **hourly rates**.

**Minimum call** for rehearsals is two hours. Minimum call for performances is three hours.

**Work Dues** for General Scale engagements are 3%, except MPTF engagements, for which Work Dues are 5%.

**Pension (MPF)** contributions are 8% to 18%.

	Rehearsals	Performances		
		Venue Capacity up to 1000	Venue Capacity 1001-3500	Venue Capacity 3501 or greater
Basic Rate	\$48.00	\$57.00	\$64.00	\$77.00
Leader or Single Musician (Basic Rate plus 100%)	\$96.00	\$114.00	\$128.00	\$154.00
Contractor, Harp, or Concertmaster (Basic Rate plus 50%)	\$72.00	\$85.50	\$96.00	\$115.50
Principal Musician (Basic Rate plus 25%)	\$60.00	\$71.25	\$80.00	\$96.25
Steward (Basic Rate plus 10%)	\$52.80	\$62.70	\$70.40	\$84.70
First Double – Additional fee (50% of Basic Rate)	\$24.00	\$28.50	\$32.00	\$38.50
Second Double – Additional fee (25% of Basic Rate)	\$12.00	\$14.25	\$16.00	\$19.25
Third and subsequent Doubles – Additional fee (10% of Basic Rate)	\$4.80	\$5.70	\$6.40	\$7.70

# TORONTO MUSICIANS' ASSOCIATION TARIFF OF FEES **2017-2021**

## Appendix A – Table 4 – General Scale, 2020-2021

Rates are effective from September 8, 2020 through September 6, 2021.

All rates are **hourly rates**.

**Minimum call** for rehearsals is two hours. Minimum call for performances is three hours.

**Work Dues** for General Scale engagements are 3%, except MPTF engagements, for which Work Dues are 5%.

**Pension (MPF)** contributions are 8% to 18%.

	Rehearsals	Performances		
		Venue Capacity up to 1000	Venue Capacity 1001-3500	Venue Capacity 3501 or greater
Basic Rate	\$49.00	\$59.00	\$66.00	\$80.00
Leader or Single Musician (Basic Rate plus 100%)	\$98.00	\$118.00	\$132.00	\$160.00
Contractor, Harp, or Concertmaster (Basic Rate plus 50%)	\$73.50	\$88.50	\$99.00	\$120.00
Principal Musician (Basic Rate plus 25%)	\$61.25	\$73.75	\$82.50	\$100.00
Steward (Basic Rate plus 10%)	\$53.90	\$64.90	\$72.60	\$88.00
First Double – Additional fee (50% of Basic Rate)	\$24.50	\$29.50	\$33.00	\$40.00
Second Double – Additional fee (25% of Basic Rate)	\$12.25	\$14.75	\$16.50	\$20.00
Third and subsequent Doubles – Additional fee (10% of Basic Rate)	\$4.90	\$5.90	\$6.60	\$8.00



# TORONTO MUSICIANS' ASSOCIATION TARIFF OF FEES **2017-2021**

## Appendix A – Table 5 – General Scale, 2021

Rates are effective September 7, 2021.

All rates are **hourly rates**.

**Minimum call** for rehearsals is two hours. Minimum call for performances is three hours.

**Work Dues** for General Scale engagements are 3%, except MPTF engagements, for which Work Dues are 5%.

**Pension (MPF)** contributions are 8% to 18%.

	Rehearsals	Performances		
		Venue Capacity up to 1000	Venue Capacity 1001-3500	Venue Capacity 3501 or greater
Basic Rate	\$50.00	\$60.00	\$67.00	\$81.00
Leader or Single Musician (Basic Rate plus 100%)	\$100.00	\$120.00	\$134.00	\$162.00
Contractor, Harp, or Concertmaster (Basic Rate plus 50%)	\$75.00	\$90.00	\$100.50	\$121.50
Principal Musician (Basic Rate plus 25%)	\$62.50	\$75.00	\$83.75	\$101.25
Steward (Basic Rate plus 10%)	\$55.00	\$66.00	\$73.70	\$89.10
First Double – Additional fee (50% of Basic Rate)	\$25.00	\$30.00	\$33.50	\$40.50
Second Double – Additional fee (25% of Basic Rate)	\$12.50	\$15.00	\$16.75	\$20.25
Third and subsequent Doubles – Additional fee (10% of Basic Rate)	\$5.00	\$6.00	\$6.70	\$8.10

**APPENDIX B  
GENERAL LABOUR SECTOR AGREEMENT LETTER OF ADHERENCE**

To the Toronto Musicians' Association, (TMA), Local 149 AFM:

\_\_\_\_\_ (Engager) hereby acknowledges receipt of the Toronto Musicians' Association General Labour Sector Agreement dated **April 1, 2018 – March 31, 2022**, and hereby agrees that the term "Engager" shall mean the undersigned, and agrees to abide by and conform to all the terms and conditions contained in the Agreement for the production and presentation of [please indicate which]:

**Single Event**

\_\_\_\_\_ (name of event),

From: \_\_\_\_\_ (date) To: \_\_\_\_\_ (date)

OR

**Festival / Series of Events**

\_\_\_\_\_ (name of festival / series of events),

From: \_\_\_\_\_ (date) To: \_\_\_\_\_ (date)

OR

**All events produced by Engager**

From: \_\_\_\_\_ (date) To: \_\_\_\_\_ (date)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Address

**Approved and Countersigned by the Toronto Musicians' Association (TMA)**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Date