Scale Agreement

between

The National Film Board of Canada

and

The Canadian Federation of Musicians

June 15, 2026 to June 14, 2029

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PREAMBLE:

Use of the masculine in this Scale Agreement is generic, and applies to all people, including but not limited to men, women, non-binary, gender non-conforming and LGBTQ2S+ people.

NOTE:

AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA (AFM) was a trade union originally granted a charter in 1896 by the American Federation of Labor. Canadian Locals affiliated at the turn of the century, which then made the AFM an international trade union. Subsequently, in November 1998, AFM incorporated as an international trade union under the laws of the state of California, USA.

CANADIAN FEDERATION OF MUSICIANS (CFM) is an organization of Canadian Locals of the AFM, which is certified by the Canadian Artists and Producers Professional Relations Tribunal (CAPPRT), pursuant to the Status of the Artist Act (R.S.C. 1992, c. S-19.6), which was replaced by the Canada Industrial Relations Board.

RECOGNITION

Bargaining Unit: The **NATIONAL FILM BOARD OF CANADA** (hereinafter called "**NFB**") recognizes the **CANADIAN FEDERATION OF MUSICIANS** (hereinafter called the "**CFM**") as the exclusive bargaining agent for the Musicians engaged by the NFB subject to the Status of the Artist Act (S.C. 1992, ch. 33) to perform the functions described in the certification by the Canadian Artists and Producers Professional Relations Tribunal on January 16, 1997, as amended on December 10th, 2007 and September 22, 2010, and as confirmed by the Canada Industrial Relation Board on April 29, 2013. The parties further agree that, with the exception of provisions related to copyists included in Article 10 and Schedule C of this Scale Agreement, the Status of the Artist Act (the "Act") will take precedence over any of the articles of this Scale Agreement.

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

1. SCOPE

(a) This Scale Agreement shall come into force as of June 15, 2026 with respect to the engagement of members of the CFM by the NFB. This Scale Agreement also applies:

(i) to co-productions where the NFB is the majority partner, and

(ii) to musicians engaged by a producer other than the NFB, who appear on an audiovisual work while being recorded playing an instrument.

(b) It is agreed that CFM certification does not extend to music composers (except for pension calculation as provided in the CAPPRT decision as confirmed by the Canada Industrial Relation Board on April 29, 2013) or to copyright concerns of CFM members.

2. DEFINITIONS

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

2.2 COLLECTION – consists of several works, linked together by a theme, a director, an author, an aesthetic, etc. Whether capsules, films, vignettes, each element of the collection can be broadcast alone (e.g. *The Curve*, *Hothouse*, *Les Chroniques du 9e art, La collection des 5 courts*). The link that connects the works in a collection must be clearly stated, for example, a partner or approach for the entire project, if there are mentors or accompaniment so that we understand why these works are administered under a single project.

2.3 CONTRACTOR – means a playing or non-playing musician appointed by the Leader whenever ten (10) or more musicians are engaged including the Leader.

The Contractor shall:

- be present for the entire engagement;
- be responsible on behalf of the Leader, for engaging the Musicians;
- be responsible for the orchestral conduct;
- adhere in all matters, to the laws and regulations of the Local, to any regulations of the CFM pertaining to this Scale Agreement and, to all provisions of this Scale Agreement.

2.4 LEADER – means the individual member-instrumentalist who is designated by the NFB as the group's musical director and/or who selects the musicians on behalf of the NFB and signs the contract with the NFB on behalf of the band/orchestra members engaged hereunder.

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

2.6 REUSE – means the use of NFB Content of more than fifteen (15) seconds which is used in subsequent Collections or Series or in a new NFB production or co-production (e.g. Theme at the beginning of a production).

2.7 SERIES – consists of several episodes linked together by narrative or educational thread (e.g. *1 Minute of science SVP*), or by a bible (same characters, universe, etc.) (e.g. *True North*, *La liste des choses qui existent*).

2.8 SINGLE MUSICIAN – means an instrumentalist who performs alone.

2.9 THEME – means musical content that may be utilized to brand a production — including any Series or Collection — its sequels, openings, closings, and, in the case of a Series, its individual episodes.

3. APPLICABLE FEES

(a) The NFB agrees to pay to members of the CFM engaged by it at the rates or scales of pay and upon the conditions of employment set forth in Schedule A attached hereto and forming part of this Scale Agreement, for all music sound tracks and music recordings.

(b) This condition does not apply to members of the CFM who are full-time salaried employees of the NFB and whose duties include composing, music editing, arranging, etc., except when their services are required as conductors, Contractors, copyists, and instrumentalists, in which case they will be paid in accordance with the terms of this Scale Agreement.

4. PENSION FUND

In addition to the musician's minimum basic fee as provided for in this Scale Agreement, the NFB shall pay twelve-and-one-half percent (12.5%) of such fee for each Musician to the Musicians' Pension Fund of Canada. This amount is to be paid to the AFM Local which has jurisdiction in the area where the Musician's engagement takes place. The AFM local or CFM National Office shall forward the pension contributions to the MPF Canada on behalf of the NFB. The CFM takes full responsibility for the proper transfer of these pension contributions and, therefore, the CFM releases the NFB from any obligation or responsibility in this regard.

Under income tax laws, a person cannot contribute to the Musicians' Pension Fund of Canada ('MPFC') after the end of the calendar year that person reaches 71 years of age. If, for this reason, a Musician cannot receive contributions to the MPFC as of the date of the engagement (as it appears on the contract), the NFB shall then pay the twelve-and-one-half percent (12.5%) contribution mentioned above directly to the Musician, on top of their fees. For clarity, this 12.5% is not subject to work dues; it is paid by the NFB to allow the Musician to invest the contribution in an alternate monetary vehicle of their choice.

5. MEMBERSHIP

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

6. TEMPORARY MEMBER PERMITS (Canadian residents only)

Musicians who have never been members of the CFM may be engaged under the provisions of this Scale Agreement under the following conditions:

(a) This provision will apply to Canadian citizens or permanent residents in Canada.

(b) Copyists engaged under Schedule C of this Scale Agreement and Arrangers engaged under Schedule D of this Scale Agreement cannot be engaged under the Temporary Member Permit provisions.

(c) A permittee cannot act as either a Leader or a Contractor unless the entire group is comprised of permittees.

(d) The Temporary Member Permit of one hundred dollars ($100.00) per non-member musician payable to the AFM, is to be deducted from the fees being paid to the permittee, and **paid directly to the CFM Office by the NFB**. In the event that the permittee joins a Local within one year of the Temporary Member Permit issuance date, and upon presentation of a copy of this Temporary

Member Permit to the AFM Local, the cost of joining the AFM Local will be reduced by $65.00.

(e) Temporary Member Permit deductions and corresponding work dues will be remitted on a monthly basis, by direct bank transfers to the CFM, accompanied by a written report sent by email.

(f) When feasible, the NFB shall provide notice to the AFM Local or the CFM National Office as follows:

i) The date of the recording session, at least seven (7) days in advance and the names of the Musician(s) being engaged if known;

ii) The names of the Musician(s) being engaged, at least forty-eight (48) hours before the recording session.

The AFM Local or the CFM National Office shall provide the NFB with Temporary Membership Permit Numbers for all non-member musicians within (48) hours of receipts of such notices.

(g) Upon special request to the CFM National Office for the use of non-members where special circumstances warrant it, such permission will not be unreasonably withheld.

(h) The Temporary Member Permit form can be found under Schedule H.

7. TELEVISION CLIPS OR FILLERS

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

8. LICENCE FEES

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

9. SCORING IN CANADA

The NFB agrees not to score any music sound track or music recording outside of Canada. In cases where the NFB is shooting a production in and about a country outside Canada, the NFB may record music relative to the audiovisual work in such country or countries, only with the written consent of the CFM, which consent shall not be unreasonably withheld. This provision shall not apply to music recorded during production, which forms part of the story of production, such as foreign, ethnic or local music, which is not part of the underscore.

10. CONDITIONS AND FEES

(a) Conditions and fees for Musicians, Leaders, Single Musicians and Contractors shall be as provided in Schedule A.

(b) Copying – conditions and fees for copying shall be as provided in Schedule C.

(c) Arranging, Orchestrating and Voicing – Conditions and fees for arranging, orchestrating and voicing shall be as provided in Schedule D.

(d) Sideline Musicians – Conditions and fees for Sideline Musicians shall be as provided in Schedule E.

(e) Electronic Music Devices (EMD's) – Conditions and fees for EMD's shall be as provided in Schedule F.

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

11. WORK DUES DEDUCTIONS

The NFB agrees to deduct Local work dues on a percentage rate basis as provided in Schedule G. The said deductions will be remitted by direct bank transfers in separate payment to the Locals on a monthly basis. Amendments to the percentage rate of deductions may be made by the CFM National Office and/or the Local(s) by advising the Director, Business Affairs and Legal Services of the NFB or its delegate in writing at least two (2) calendar months prior to the effective date of such amendments. Amounts of less than $2 shall be accumulated.

12. CONTRACTS

Whenever members are engaged by the NFB or perform any service covered by this Scale Agreement, including copyists and arrangers, a contract in writing for the engagement in accordance with the form appended hereto as Appendix A shall be entered into by both parties before the engagement begins or immediately thereafter.

It shall be negotiated between the NFB and the Leader (or other members as outlined in this Scale Agreement) and executed by them. In the case of arrangers and copyists, the contracts shall indicate the fee on which the Musicians' Pension Fund of Canada contributions will be calculated.

Each contract may be executed in one or more counterparts, each of which shall constitute an original, and all of which taken together shall be deemed to constitute one and the same instrument. The contract may be executed and delivered by facsimile transmission or in PDF format by e-mail transmission with the same force and effect as if it was executed and delivered by the parties simultaneously in the presence of one another, and signatures on a facsimile or PDF print copy hereof shall be deemed authorized original signature. In all cases, the contract must be submitted by the NFB by electronic means within fifteen (15) working days following completion of work and payment for such will be by direct bank transfer within fifteen (15) working days after receipt.

In the case of a co-production where the NFB is the majority partner and that the other Canadian independent producer is responsible for engaging the Musicians, the NFB will make best reasonable efforts to incite the independent producer to adhere to this Scale Agreement and the Musicians shall perform their services under the terms of this Scale Agreement. The Canadian independent producer may elect to adhere to another agreement with CFM and engage the Musicians under the terms and conditions of such agreement. In either case, the logo of the CFM shall be included in the end credits of the co-production in accordance with article 13.

13. CFM RECOGNITION

The NFB shall include the CFM logo in the end credits of the cinematographic production or in the credit page of an interactive production, as well as the names of the Musicians. CFM shall provide its logo to the NFB in a format compatible for cinematographic and interactive productions.

14. DISTRIBUTION RIGHTS

Upon payment of the fees set forth herein, the NFB may distribute the audiovisual work worldwide, in perpetuity, in all markets, by all means and on all media presently known and that may later be devised.

Notwithstanding the conditions set forth by preceding agreements between the CFM and the NFB, when the NFB wishes to distribute an audiovisual work produced prior to this Scale Agreement, the fees which were paid at the time of production entitle the NFB to the distribution rights stated above.

It is understood that the distribution rights contained in this paragraph refer to the distribution of a complete audiovisual work only. Any use of an excerpt from a

complete audiovisual work shall be in accordance with the terms and conditions within Article 7 (Television Clips or Fillers) or with prior written agreement with the Vice-President from Canada.

However, the NFB shall have the right to extract a portion(s) of the music or audio material from an audiovisual production originally produced or co-produced by the NFB whether the music is synchronized or not with the images of the production (Excerpt(s)), which result in the original new NFB production to be considered produced pursuant to this Scale Agreement, provided the Excerpt(s) is or are used as follows:

- for distribution/use as a promotional trailer(s) or promotional clip(s),
- for non-commercial review purposes,
- for use in any award productions,
- for use in a new NFB production such as, a production that captures/describes “the making of” and/or “behind the scenes” production activities,
- for the purpose of supporting interviews or comments about specific audiovisual works, filmmakers, artists and/or performers,
- reuse of 15 seconds or less of music or audio material in a new NFB production or co-production or subsequent Collections or Series.

The use of such Excerpt(s) or Reuse is permitted without any additional payment of fees to the Musicians who performed on the original NFB production, provided that the Excerpt(s) used in the new NFB production do not exceed a total length of two (2) minutes or fifteen (15) seconds of music or audio material in the case of a Reuse.

Any other use of music Excerpts or Reuse shall be governed by the terms of Article 7 or Schedule I regarding New Use and Reuse.

15. GRIEVANCE AND ARBITRATION

The following procedure will apply in the event that there is a complaint or a difference relating to the interpretation, application, administration or an alleged violation of the Scale Agreement. Any complaint or difference should be discussed, and settled, if possible, at the time of its occurrence together with the CFM National Office and the AFM Local’s authorized representative and the authorized representative of the NFB.

Step 1 – Any complaint or difference which cannot be settled as provided above must be put down in writing and filed through the CFM National Office and the AFM Local of jurisdiction, with the NFB within thirty (30) business days after the knowledge of the occurrence giving rise to the grievance. To be considered a grievance, the complaint or difference must indicate the Article(s) of the Scale

Agreement allegedly violated, misapplied or misinterpreted and the relief or remedy sought. The NFB will provide a written reply to the grievance within fifteen (15) business days of its receipt. The NFB has the right to file a written grievance with the CFM within thirty (30) business days at Step 2 of the grievance procedure.

Step 2 – If the grievance is not considered settled by both 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 the NFB and the CFM.

Step 3 – In the event that a grievance is not settled to the satisfaction of both 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. Such notice to be provided in writing to the NFB and to the Office of the AFM Vice President from Canada and copied to the AFM Local.

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 grievance and issue a decision, and the decision shall be final and binding upon the parties. The arbitrator is not authorized to make a decision inconsistent with the provisions of this Scale Agreement, or to alter, modify, amend, add or delete any part of the Scale Agreement. The expenses of the arbitrator shall be borne equally by the NFB and the CFM.

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

Governing Law: This Scale Agreement shall be governed by the laws of Canada.

16. TERM OF AGREEMENT

This Scale Agreement is entered into for a term of three (3) years commencing on June 15, 2026. It applies to all contracts executed after that date.

Either Party to the Scale Agreement may give notice to the other of its intention to commence negotiations for a new scale agreement within the six (6) months preceding the expiry of the current Scale Agreement.

Upon its expiry, the Scale Agreement shall remain in force until it is renewed or until either party exercises a pressure tactic within the meaning of section 46 of the *Status of the Artist Act.*

17. NOTIFICATION

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

National Film Board of Canada
1501 De Bleury St.
Montreal, Quebec
H3A 0H3
j.patry@nfb.ca

Canadian Federation of Musicians
895 Don Mills Road, #202,
Toronto, Ontario
M3C 1W3
afmcan@afm.org

IN WITNESS WHEREOF, the parties have duly executed this Scale Agreement on October 26, 2026, with effect as of June 15, 2026.

NATIONAL FILM BOARD OF CANADA

Julie Patry
Senior Legal Counsel
Head, Artists' Associations relations

CANADIAN FEDERATION OF MUSICIANS

Allistair Elliott
Vice-President from Canada (AFM)/Director of Canadian Affairs

Liana White
Executive Director Canadian Federation of Musicians

SCHEDULE A

RATES AND CONDITIONS

Basic Session – The first session on any day shall be a "Basic Session" and shall be a minimum call of three (3) hours during which a maximum of thirty (30) minutes of music may be recorded. The fee for a Basic Session shall be:

$377.40 per Musician as of June 15, 2026

$388.70 per Musician as of June 15, 2027

$400.35 per Musician as of June 15, 2028

Leader or Single Musician – Double the Musician's fee;

Contractor – One hundred and fifty percent (150%) of the Musician's fee;

Contract service fees – When three (3) or more musicians are engaged (including Leader) to perform as a group; a contract service fee, being the equivalent of ten percent (10%) of an individual Musician's scale fees shall be paid by the NFB to the Local in whose jurisdiction the engagement takes place (i.e. the sound recording and/or the filmed performance of the engaged Musicians). This amount is to accompany the contract being filed for the engagement, and is in addition to the amounts representing the Musicians' Pension Fund of Canada contribution payable hereunder.

Engagements of two (2) sessions (completed within a twelve [12] hour period) may be divided into two (2) periods at the convenience of the producer, with no less than one (1) hour between sessions.

All work performed between the hours of midnight and 9:00 a.m. shall be paid at 150%.

ADDITIONAL WORK TIME

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

OVERTIME

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

Overtime not later than midnight, per fifteen (15) minutes or fraction thereof, per person at the rate of:

$31.50	as of June 15, 2026
$32.45	as of June 15, 2027
$33.40	as of June 15, 2028

Overtime after midnight, until 9:00 a.m., per fifteen (15) minutes or fraction thereof, per person at the rate of:

$47.10	as of June 15, 2026
$48.50	as of June 15, 2027
$49.95	as of June 15, 2028

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

REST PERIOD

On all sessions there shall be a rest period of not less than then (10) minutes per hour or five (5) minutes per half-hour. Such rest period may be combined at the discretion of the producer (i.e. two [2] fifteen [15] minute rest periods or one thirty [30] minute rest period for a Basic Session). It is understood that the rest period commences at the time the musicians leave the stand, and the musicians must be in their seats, ready to play at the end of the designated period. Such rest period shall not be taken in the first half-hour (½) of the scheduled session and no session shall continue for more than one and one half-hour (1 ½) without a rest period.

NON-RECORDED NOTE REHEARSAL

A minimum one (1) hour session is permitted, if/when required by the NFB, in circumstances wherein this rehearsal is deemed contiguous to a recording session and wherein the note rehearsal ends within thirty (30) minutes of the start of the recording session. The fee for non-recorded note rehearsal for each Musician and the Leader shall be as follows:

<u>For each Musician:</u>

$61.80	as of June 15, 2026
$63.65	as of June 15, 2027
$65.55	as of June 15, 2028

For the Leader:

$123.60	as of June 15, 2026
$127.30	as of June 15, 2027
$131.10	as of June 15, 2028

A minimum two (2) hour session is permitted, if/when required by the NFB, in circumstances wherein this rehearsal is not contiguous to any other recording session(s). It being understood this session is called a note rehearsal session, which is distinct from any recording session call, wherein no recording or videotaping of any kind is contemplated/permitted. The fee for non-recorded note rehearsal for each Musician and for the Leader shall be as follows:

For each Musician:

$123.60	as of June 15, 2026
$127.30	as of June 15, 2027
$131.10	as of June 15, 2028

For the Leader:

$247.10	as of June 15, 2026
$254.50	as of June 15, 2027
$262.15	as of June 15, 2028

Additional time may be prorated in half-hour segments at the following rates;

For each Musician:

$30.85	as of June 15, 2026
$31.80	as of June 15, 2027
$32.75	as of June 15, 2028

For the Leader:

$61.80	as of June 15, 2026
$63.65	as of June 15, 2027
$65.55	as of June 15, 2028

All performing conditions and/or percentage step-ups as herein provided apply.

DOUBLING

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

    a) piano and celeste when furnished by the NFB;
    b) any two of the clarinet family other then bass clarinet or Eb clarinet;
    c) any two of the saxophone family other than bass saxophone;
    d) any two of the flute family (except piccolo);
    e) It is agreed that doubling shall not apply when self-contained groups have been engaged in a featured capacity (i.e. not accompanying or acting as a studio orchestra).

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

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

Section 1 (Drums)	**Section 2**	**Section 3** (Mallet and Keyboard)
a) Snare Drum	a) Tympani	a) Orchestral Bells
b) Bass Drum		b) Chimes
c) Cymbals		c) Xylophone
d) Toms-Toms		d) Vibraphone
e) Accessories of a non-chromatic or non-keyboard nature		e) Accessories of a keyboard and chromatic nature

A percussionist must be contracted for only one of the three sections and must be informed by the Contractor or Leader prior to the engagement. A percussionist may double on an instrument or instruments in one other section only other than the one in which s/he was engaged.

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

SUNDAYS AND HOLIDAYS

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

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Saint-Jean-Baptiste
- Canada Day
- Labour Day
- National Day for Truth and Reconciliation
- Thanksgiving Day
- Christmas Day

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

SCHEDULE B

For Article 7 of this Scale Agreement, the following rates and conditions shall apply:

MINIMUM FEES

The minimum fee per Musician shall be:

Musician:

$206.85	as of June 15, 2026
$213.05	as of June 15, 2027
$219.45	as of June 15, 2028

Leader – Double the Musician's fee;

Contractor – One hundred and fifty percent (150%) of the Musician's fee**;**

Contract service fees – When three (3) or more Musicians are engaged (including Leader) to perform as a group; a contract service fee, being the equivalent of ten percent (10%) of an individual Musician's scale fees shall be paid by the NFB to the Local in whose jurisdiction the engagement takes place (i.e. the sound recording and/or the filmed performance of the engaged Musicians). This amount is to accompany the contract being filed for the engagement, and is in addition to the amounts representing the Musicians' Pension Fund of Canada contribution payable hereunder**.**

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

NON-RECORDED NOTE REHEARSAL

A minimum one (1) hour session is permitted, if/when required by the NFB, in circumstances wherein this rehearsal is deemed contiguous to a recording session and wherein the note rehearsal ends within thirty (30) minutes of the start of the recording session. The fee for non-recorded note rehearsal for each Musician and for the Leader shall be as follows:

<u>For each Musician:</u>

$61.80	as of June 15, 2026
$63.65	as of June 15, 2027
$65.55	as of June 15, 2028

<u>For the Leader:</u>

$123.60	as of June 15, 2026
$127.30	as of June 15, 2027
$131.10	as of June 15, 2028

A minimum two (2) hour session is permitted, if/when required by the NFB, in circumstances wherein this rehearsal is not contiguous to any other recording session(s). It being understood this session is called a note rehearsal session, which is distinct from any recording session call, wherein no recording or videotaping of any kind is contemplated/permitted. The fee for non-recorded note rehearsal for each Musician and for the Leader shall be as follows:

For each Musician:

$123.60	as of June 15, 2026
$127.30	as of June 15, 2027
$131.10	as of June 15, 2028

For the Leader:

$247.10	as of June 15, 2026
$254.50	as of June 15, 2027
$262.15	as of June 15, 2028

Additional time may be prorated in half-hour segments at the following rates;

For each Musician:

$30.85	as of June 15, 2026
$31.80	as of June 15, 2027
$32.75	as of June 15, 2028

For the Leader:

$61.80	as of June 15, 2026
$63.65	as of June 15, 2027
$65.55	as of June 15, 2028

All performing conditions and/or percentage step-ups as herein provided apply.

SCHEDULE C

COPYING

The NFB voluntarily agrees that copyists engaged as independent contractors will be covered by this Scale Agreement. In the event that the Canada Industrial Relations Board certifies the CFM with respect to copyists before termination of this Scale Agreement, such certification shall extend to this Schedule**.**

DEFINITION

COPYING – Copying is the function of making individual musical part(s), for each instrument and/or voice contained in the musical arrangement/score, which is to be performed by the ensemble and recorded for purposes prescribed hereunder.

RATES AND CONDITIONS

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

2. All work covered by Article 1 shall be covered by a standard CFM contract and shall be paid no less than the basic minimum fee as set out in the following Schedule for the first use only by the NFB of any such copying.

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

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

5. Copyists shall receive the following premium rates:

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

6. **Time Work** – Additions, cuts, alterations, corrections, marking, bowing, printing or running off copies, cutting and pasting or other time work where calculation on a page basis is impractical shall be paid for at the rate of:

$29.85	as of June 15, 2026
$30.75	as of June 15, 2027
$31.65	as of June 15, 2028

7. All Musicians' Pension Fund of Canada payments applicable to this Scale Agreement shall be applied on behalf of the copyist(s).

8. Contracts must be submitted by electronic means within fifteen (15) working days following completion of work, and payment of such will be made by direct bank transfer within fifteen (15) working days after receipt.

SCHEDULE OF MINIMUM BASIC FEES FOR COPYING (PER PAGE)

		June 15, 2026	June 15, 2027	June 15, 2029
1.	**Single stave parts, single notation**	$5.05	$5.20	$5.35
	Single stave parts, chorded, more than two voices	$10.60	$10.90	$11.25
2.	**Double stave parts: chorded (piano, harp, organ, celeste, etc.)**	$10.60	$10.90	$11.25
	Plus vocal cue	$13.25	$13.65	$14.05
3.	**Rhythm piano parts (chord symbols plus bass line)**	$8.80	$9.05	$9.30
	Plus vocal cue	$11.40	$11.75	$12.10
4.	**Piano – vocal – three (3) stave with single set of lyrics**	$13.40	$13.80	$14.20
5.	**Lead sheet (melody plus chord symbols plus one [1] set of lyrics)**	$13.40	$13.80	$14.20
6.	**Vocal Parts**			
	a) Single voice line plus one (1) set lyrics	$10.60	$10.90	$11.25
	b) Group or choir parts with one (1) set lyrics	$16.80	$17.30	$17.60
	c) Foreign language lyrics (other than French or English) – extra page	$2.50	$2.60	$2.70
7.	**Conductor Parts**			
	a) Conductor's lead sheet single stave with worded cues only	$14.20	$14.65	$15.10
	b) Conductor, piano-conductor, production – control two (2) or three (3) stave with leadline, bass line chord symbols and notated instrumental cues or word cues	$19.10	$19.65	$20.25
	c) Piano - conductor part - fully chorded with instrument cues and constructed from the score	$31.30	$32.25	$33.20
8.	**Adding lyrics or words (per set, per page)**			
	a) Single stave	$2.85	$2.95	$3.05
	b) Multiple stave parts	$2.85	$2.95	$3.05
	c) Foreign language (other than French or English)	$4.15	$4.25	$4.40
9.	**Numbering bars (per page)**	$1.35	$1.40	$1.45
10.	**Adding chord symbols :**			
	a) Single stave	$2.85	$2.95	$3.05
	b) Multiple stave parts	$1.70	$1.75	$1.80
11.	**Master copy, or any part for reproduction**			
12.	**Time rates for copyists**			
	a) from 9:00 a.m. to midnight (per hour)	$29.80	$30.70	$31.60
	b) from midnight to 9:00 a.m. (per hour)	$60.00	$61.80	$63.65
	c) on all holidays listed in Schedule A (per hour)	$60.00	$61.80	$63.65
13.	**Adding symbols (other than chord symbols) for electronic instruments or devices**			
	a) Single stave parts	$2.85	$2.95	$3.05
	b) Multiple stave parts	$1.70	$1.75	$1.80

14. The following shall also apply:

    a) Rates shall be computed on the basis of ten (10) stave paper.

    b) Rates shall be computed by half pages and full pages, except that the first page shall be paid for in full, rather than prorated. A half page shall consist of up to and including five (5) staves. A full page shall consist of more than five (5) staves but not more than ten (10) staves.

    c) There shall be an average of four (4) measures per stave, if possible, and two (2) staves of the first page shall be used for titles or other written items.

    d) All paper and necessary working material shall be supplied or paid for by the NFB, or supplied by the copyist(s) at reasonable cost.

    e) Divisi parts (two [2] voices only) shall be paid for at one and one-half times the listed rate.

    f) Transposition of parts from concert for B flat, E flat, and F instruments shall be deemed normal and paid for at the listed rate. Any other transposition shall be paid for at the listed rate, plus fifty percent (50%).

    g) Use of rehearsal letters or numbers every two (2), three (3) or four (4) parts or to circumvent payments for numbering of bars shall not be allowed and shall not be deemed normal practice.

    h) Copying services involving the complexities of unconventional score notation shall be paid at the basic minimum rate of scale, plus twenty-five percent (25%).

    i) Special routine (including editing) when required by the NFB, where two (2) or more scores or orchestral parts must be used or referred to in extracting the parts, shall be paid for a fifty percent (50%) more than the listed rate. Special routine work shall also apply to copying from a sketch score.

    j) The copyist who prepared the original part shall be paid the listed rate for any reproductions thereof by any mechanical or electrical means whatsoever, except where a master copy was previously paid for at the listed rate.

    k) Proofreading, if required by the NFB, shall be paid for at the hourly rate of:

$29.80	as of June 15, 2026
$30.70	as of June 15, 2027
$31.60	as of June 15, 2028

15. Classical music-copying which is not covered by the above rules must be separately negotiated.

SCHEDULE D

ARRANGING AND ORCHESTRATING

DEFINITIONS

ARRANGING – Arranging is the function of creating a *musical arrangement,* of an existing written composition, which is to be performed by an ensemble of musical instrument(s), and/or voice(s). An arrangement may include the re-harmonization, paraphrasing or redevelopment of the existing composition, which portrays its melodic, harmonic and/or rhythmic structure in a written musical "score" for all instrument(s) and/or voice(s) in the ensemble.

ORCHESTRATING – Orchestrating is the function of "scoring" the various instrument(s) and/or voice(s) of a *musical arrangement*, without altering or adding to the melodies, counter-melodies, harmonies and/or rhythms contained therein. This musical score may also be referred to as an "*orchestration*" and the "*orchestrator*" in this circumstance, is the "*arranger*".

RATES AND CONDITIONS

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

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

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

4. Arrangers shall receive the following premium rates:

    a) For work required to be done at the NFB's request from midnight to 9:00 a.m., the listed rate, plus one hundred percent (100%);

    b) For work required to be done at the NFB's request on all holidays listed in Schedule A, the listed rate, plus one hundred percent (100%).

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

6. All Musicians' Pension Fund of Canada payments applicable to this Scale Agreement shall be applied on behalf of the arranger(s).

7. The following conditions shall also apply for arranging and orchestrating:

   a) The fee payable for arranging and orchestrating under Schedule D shall not include any copying or composing;

   b) An instrumental score page consists of four (4) measures and shall be computed on the basis of a minimum of ten (10) parts.

   c) Double stave and divisi parts shall count as two (2) parts.

   d) A pick-up to the first measure shall be computed as a full measure.

   e) Come sopras (meaning only "as above") shall be paid for as in full notation.

   f) The last page may be paid for on a half-page basis.

   g) Voice and vocal conductor parts written into an instrumental score shall be treated as instrumental parts. Where lyrics are required, they shall be paid at the rate of an additional instrumental part with each vocal line being equal to one (1) instrumental part.

   h) The word "PIANO" shall be deemed to include organ, harp, celeste, harpsichord, accordion, cymbalom, etc., when written on two (2) staves.

   i) When vocal scoring is not part of an instrumental score, then the vocal rates shall apply and shall include a piano accompaniment – chord symbols and bass line or full notated piano part.

      A vocal score page shall be the same as an instrumental score page, i.e. it shall consist of four (4) measures per page and contain not more than four (4) voice lines per page. Each additional voice line shall be paid for as set out in the following Schedule.

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

SCHEDULE OF MINIMUM BASIC FEES FOR ARRANGING AND ORCHESTRATING

	June 15, 2026	June 15, 2027	June 15, 2028
1. For not more than ten (10) parts (per score page):			
a) Making an arrangement and orchestrating it	$26.55	$27.35	$28.15
b) Orchestrating an arrangement	$14.90	$15.35	$15.80
(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).	$1.35	$1.40	$1.45
3. For adding parts to a score already orchestrated (per score page, per part)	$1.85	$1.90	$1.95
4. For adding piano part (per score page)	$3.10	$3.20	$3.30
a) Chord symbols and bassline	$3.10	$3.20	$3.30
b) Fully notated	$13.65	$14.05	$14.45
In addition, the following shall apply:			
c) Taking down a lead and harmonization (chord symbols) produced vocally, instrumentally or by mechanical device, including symbols (single line) (per four [4] bars)	$7.55	$7.80	$8.05
d) For scoring a two (2) line piano-conductor part from an orchestral score (per four [4] bars)	$13.70	$14.10	$14.50
Same, but a three (3) line piano-conductor part (per four [4] bars)	$18.30	$18.85	$19.40
e) For scoring for solo, piano, harp, accordion, etc.	$13.70	$14.10	$14.50
f) For scoring for choral voices (where they are not part of an instrumental score, (four [4] bar per page, to consist of not more than four (4) voices) and to include piano accompaniment.			
i. Chord symbols and bassline (per four [4] bars)	$13.05	$13.45	$13.85
ii. For fully notated piano part (per four [4] bars)	$26.65	$27.45	$28.25
iii. Each additional voice (per four [4] bars)	$1.35	$1.40	$1.45
g) Time rates for arrangers and/or orchestrators to be used only on adjustments, work at rehearsals, alterations, additions and in other situations where page rates are impractical (minimum call for four [4] hours) (per hour)	$47.65	$49.10	$50.55
Consultation time over and above the free time provided for in Article 8 j) shall be paid for at the hourly rate of (per hour):	$73.95	$76.15	$78.45

SCHEDULE E

SIDELINE MUSICIANS

DEFINITION

SIDELINE ONLY – A musician who is filmed miming a musical instrument.

The fees for Sideline Only performance shall not apply when the production falls under UDA's jurisdiction.

SIDELINE & RECORD – When the NFB elects to record the instrumental audio of a Sideline Musician's performance, the Sideline Musician shall be paid at the Sideline rate below, plus the session rate under Schedule A.

For clarity, the above definition of Sideline & Record and the fees provided herein, apply when a Musician's performance is recorded, i.e. simultaneous capture of audio and visual.

FEES FOR SIDELINE MUSICIANS

$305.35	as of June 15, 2026
$314.50	as of June 15, 2027
$323.95	as of June 15, 2028

Leader and Contractor – As in the Scale Agreement.

Contract service fees – When three (3) or more musicians are engaged (including Leader) to perform as a group; a contract service fee, being the equivalent of ten percent (10%) of an individual Musician's scale fees shall be paid by the NFB to the Local in whose jurisdiction the engagement takes place (i.e. the sound recording and/or the filmed performance of the engaged Musicians). This amount is to accompany the contract being filed for the engagement, and is in addition to the amounts representing the Musicians' Pension Fund of Canada contribution payable hereunder.

This fee covers an eight (8) hour call or less in any one day including a one (1) hour meal break.

SCHEDULE F

ELECTRONIC MUSIC DEVICES (EMD), DIGITAL AUDIO WORKSTATIONS (DAW) AND SYNCHRONIZED DEVICES

Members may be engaged by the NFB to perform on or programme EMD's and/or DAW's on a real-time and/or EMD tracking basis.

A person who, in exercising musical skills, utilizes a synthesizer or other electronic device to produce music is a Musician within the meaning of this Scale Agreement. It is recognized that the complex sequencing, which may be required by the NFB, prior to the scoring session in order to prepare for the performance, constitutes musical services rendered by the Musician who performs such services.

Note: Refer to Letter of Understanding when Generative Artificial Intelligence (GenAI) may cross over with EMD and DAW tracking.

1. DEFINITIONS

ELECTRONIC MUSIC DEVICES (EMD) – A digital, analog or hybrid electronic device that produces or reproduces musical and non-musical sounds (this includes all computer based software virtual instruments (VI's) and hardware synthesizers, digital sampling devices, mobile devices, etc., whose sound is generated solely by electronic means).

This Schedule shall deal with the musical application of said devices.

DIGITAL AUDIO WORKSTATIONS (DAW) – a programmable computer based software audio recording/production system used to control, capture, edit or manipulate and output the performance of the musical information of EMD's.

2. PRE-PRODUCTION PROGRAMMING

The NFB may engage a pre-production programmer at either the rate of:

$108.80	as of June 15, 2026
$112.05	as of June 15, 2027
$115.40	as of June 15, 2028

per minute of running time or per hour of programming work time as previously agreed to by the NFB and the programmer. Such programming will be done in advance of a real time or EMD-tracking session and will include such duties as sampling or editing sounds, mapping or entering DAW programming data, synthesizer patch information, etc.

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

3. REAL-TIME ENGAGEMENTS

a) Real-time applies to an engagement where the Musician is hired to perform on an EMD, and such performance is live, and the EMD is used in the same manner as traditional musical instruments for the purpose of creating musical effects.

b) EMD's may be synchronized in real-time performances, but each such EMD used over two (2) individual separate DAW systems or devices in number shall be paid in accordance with doubling fees set forth herein to a maximum of seventy-five percent (75%) regardless of the number of EMD's which are synchronized.

c) Any synchronized EMD, which is triggered by a DAW, to create separate and distinct musical parts shall be construed as a double to a maximum of seventy-five percent (75%).

d) All applicable conditions and fees set forth elsewhere in this Scale Agreement shall apply to real-time performances except as herein provided.

4. EMD TRACKING SESSIONS

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

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

a)

$437.70	as of June 15, 2026
$450.85	as of June 15, 2027
$464.40	as of June 15, 2028

with a maximum of three (3) minutes of recorded product per hour;

b) A minimum call session of three (3) hours;

c) Work continuously following the three (3) hours session shall be based on units of twenty (20) minutes and shall be paid at the rate of one third (1/3) of the hourly rate specified in a) with a maximum of one (1) minute of recorded product per unit;

d) Arranging fees as per Scale Agreement will apply in addition hereto;

e) Upon payment of the rates specified in 4 a), the musical product recorded in an EMD tracking session may be used as provided in this Scale Agreement;

f) Any additional musician engaged to supplement an EMD tracking session shall be paid the applicable fees set forth elsewhere in this Scale Agreement;

g) Overtime continuously following the session, per fifteen (15) minutes or fraction thereof, applies when additional time is needed to complete the session contracted under 45a) at the rate of:

$36.15	as of June 15, 2026
$37.25	as of June 15, 2027
$38.35	as of June 15, 2028

It does not include additional minutes of recorded product.

5. JOINT COMMITTEE

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

SCHEDULE G

CFM Addresses and Deductions (Rev June 15, 2026)

For a City/Jurisdiction not specified, or alternate assistance, contact the Canadian Federation of Musicians:
Tel: (416) 391-5161
Email: afmcan@afm.org

VANCOUVER MUSICIANS' ASSOCIATION
Local 145, AFM
Audrey Patterson, Secretary-Business Agent
#100 - 925 West 8th Avenue Vancouver, BC V5Z 1E4
Tel (604) 737-1110 Fax (604) 734-3299
office@vma145.ca **W.D. 4.0%**

MUSICIANS ASSOCIATION OF OTTAWA-GATINEAU
Local 180, AFM
Robin Moir, Secretary-Treasurer
280 Metcalfe Street, ste 301
Ottawa, ON K2J 3G5
Tel (613) 235-3253 / Fax (613) 235-3383
robinmoir@ma180.org **W.D. 5.0%**

CENTRAL ONTARIO MUSICIANS' ASSOCIATION
Local 226, AFM
Paul Mitchell, President
68 Kent Ave.
Kitchener, ON N2G 3R1
Tel (519) 744-4891
226coma@gmail.com **W.D. 2.0%**

SAULT STE. MARIE MUSICIANS' ASSO CIATION
Local 276, AFM
PO Box 641 Stn Main
Sault Ste. Marie, ON P6A 5N2
Tel (705) 254-2210
afmcan@afm.org **W.D. 2.5%**

HAMILTON MUSICIANS' GUILD
Local 293, AFM
Larry Feudo, President
20 Hughson St. South, #811
Hamilton, ON L8N 2A1
Tel (905) 525-4040 / Fax (905) 525-4047
local293hmg@bellnet.ca **W.D. 2.5%**

UPPER CANADA MUSICIANS' ASSOCIATION
Local 384, AFM
Al Torrance, President-Secretary
P.O. Box 398
Brockville, ON K6V 5V6
Tel (613) 342-5181/ Fax (613) 342-7377

GUILDE DES MUSICIENS DU QUEBEC
Local 406, AFM
Louis Leclerc, Directeur des relations de travail
5445 Avenue De Gaspé
Montréal, PQ H2T 3B2
Tel (514) 842-2866 ext 241 Fax (514) 842-0917
lleclerc@gmmq.com **W.D. 4.5%**

TORONTO MUSICIANS' ASSOCIATION
Local 149, AFM
Dusty Kelly, Executive Director
2 Sousa Mendes Street
Toronto, ON M6P 0A8
Tel (416) 421-1020 / Fax (416) 421-7011
dusty@tma149.ca **W.D. 3.5%**

MUSIC PROFESSIONALS OF MANITOBA
Local 190, AFM
Nicole M Lafreniére, Secretary-Treasurer
#208-383 Provencher Blvd.
Winnipeg, MB R2H 0G9
Tel (204) 943-4803 / Fax (204) 943-5029
Local190@afm.org **W.D. 3.0%**

ISLAND MUSICIANS' ASSOCIATION
Local 247, AFM
Robert Fraser, Secretary-Treasurer
550 – 2950 Douglas St.
Victoria, BC V8T 4N4
Tel (250) 385-3954
info@cfm247.ca **W.D. 4.0%**

LONDON MUSICIANS' ASSOCIATON
Local 279, AFM
Doug Eyre, Secretary-Treasurer
107 Duchess Ave.
London, ON, N6C 1N7
Tel (519) 685-2540 / Fax (519) 685-2690
londonmusicians279@gmail.com **W.D. 2.5%**

NIAGARA REGION MUSICIANS ASSOCIATION
Local 298, AFM
Rick Richardson, Secretary-Treasurer
8234 Lamont Ave.
Niagara Falls, ON L2G 6V8
Tel (289) 273-2136
local298nrma@gmail.com **W.D. 2.5%**

STRATFORD MUSICIANS' ASSOCIATION
Local 418, AFM Jim McMillan, Secretary
P.O. Box 742,
St. Mary's, ON N4X 1B4
Tel (226) 661-1187
stratfordmusicians@gmail.com **W.D. 3.5%**

uppercanadamusicians@gmail.com **W.D. 3.0%**

EDMONTON MUSICIANS' ASSOCIATON
Local 390, AFM
Edith Stacey, Secretary
PO Box 344; Station Main
Edmonton, AB T5J 2J6
Tel (780) 422-2449
info@afmedmonton.ca **W.D. 3.0%**

BRANTFORD MUSICIANS' ASSOCIATION
Local 467, AFM
Kathleen Moore, Secretary-Treasurer
101 Chatham Street
Brantford, ON N3T 2P3
Tel (519) 752-7973
afm467st@gmail.com **W.D. 4.0%**

SCHEDULE H

TEMPORARY MEMBER'S PERMIT (TMP)
Canadian Federation of Musicians (CFM)
An organization of the American Federation
of Musicians of the United States and Canada (AFM)

Permit #:_____ AFM Local _____

THIS PERMIT ENTITLES:

Name of Permittee: _____

Telephone:_____ **Email:**_____

Address: _____

_____ _____ _____
City **Prov.** **Postal Code**

Social Insurance Number: _____ HST/GST #: _____
(necessary to credit pension contribution) (when applicable)

TO PERFORM AND/OR BE RECORDED AS A PROFESSIONAL MUSICIAN PURSUANT THE SCALE AGREEMENT (2026-2029) NEGOTIATED BY THE CANADIAN FEDERATION OF MUSICIANS (CFM) AND THE NATIONAL FILM BOARD OF CANADA (NFB) TO PRODUCE MUSICAL AUDIO-VIDEO RECORDINGS WHICH WILL BE FIXATED AS CONTENT IN ONE OR MORE OF THE FOLLOWING:

□ **Documentary Production** □ **Animation Production** □ **Other audiovisual work**

_____ _____
Production Name Date of Session(s)
(day(s)/month/year)

Project number:_____

This TMP covers all the performances (or recording sessions) provided by the Musician for the Project referenced above.

It is intended that only the services of members in good standing of Locals of the AFM, be engaged for the recording and/or filming of a musical performance to create "content" within a classification covered by the Scale Agreement referenced above.

Except that should the services of non-members be utilized for any such performance, the NFB acknowledges that it is responsible to deduct and remit the following amount to the CFM National Office on behalf of the non-member musician(s) for each day of session recording (maximum two [2] basic sessions per day), for Basic Recording, Sideline only, and/or Sideline and Record.

Requirements: A Temporary Member Permit fee of $100.00 per non-member musician is to be paid by direct bank transfer directly to the CFM by the NFB.

Benefit(s): The undersigned shall enjoy all protections, rights, and privileges as an AFM member at large, but only as they pertain to the audio-visual performance recorded hereunder. The undersigned permittee acknowledges that they are eligible along with any/all member musicians engaged under this Scale Agreement, to have their name included on the NFB-CFM CONTRACT filed for the engagement and that the Musicians' Pension Fund of Canada contribution will be credited in the name of the Permittee, which will accumulate to the benefit of the Permittee in accordance with the rules and regulations established by the Musicians' Pension Fund of Canada. In the event that the Permittee joins the AFM within one (1) year of the date this TMP was issued, and upon presentation of a copy of this to the AFM Local, the cost of joining the CFM Local will be reduced by $65.00. (Note: No additional membership rights are either expressed or implied).

Producer acknowledgement on behalf of National Film Board of Canada

_____ _____

Print Name (of an authorized official) Signature

Date: _____

I hereby agree to and accept the above terms and conditions. Furthermore, I acknowledge that I am not currently a good standing member of a Local of the AFM and understand that the compensation I am to receive is for my professional services as a Temporary Member Permittee which is in keeping with the rules, regulations and Bylaws of the AFM to which I am bound to adhere and follow as they may appropriate/necessary pursuant to this TMP.

_____ _____

Permittee Name Permittee Signature

Date: _____

Acknowledged receipt by CFM's Authorized Designee

_____

Note: General CFM Policy: Former AFM Local Members who are eligible for reinstatement, with the repayment of back standing dues, or non-members who provide services as composer, arrangers, orchestrators, copyists, leaders and/or contractors are not eligible to utilize this Temporary Member Permit. Except that a specific exception may be negotiated between CFM's authorized representative and the signatory producer.

Canadian Federation of Musicians (CFM) – AFM Canadian Head Office
895 Don Mills Road, Suite 202, Toronto, ON M3C 1W3
TEL. (416) 391-5161 Email: afmcan@afm.org

SCHEDULE I

NEW USE AND REUSE

The purpose of this **SCHEDULE I** is to clarify the terms and conditions related to music or audio material (NFB Content) previously created under a AFM or CFM Scale Agreement for a NFB production or coproduction, to be reused into a new NFB production or co-production, other than the productions set out in Article 7 (Television clips or fillers) and 14 of the Scale Agreement (New Use) and when the New Use of NFB Content is for audio material produced by NFB for commercial exploitation. This Schedule I also provides for the rates and conditions applicable for Reuse of NFB Content as defined herein.

1. NEW USE AND REUSE

It is a basic requirement for any release covered by this Schedule I that the NFB Content in question first be contracted under the NFB/CFM Scale Agreement. Notwithstanding, individual situations shall be subject to prior discussions and agreement between the NFB and the CFM through the office of the AFM Vice President from Canada.

- **Definitions and Scope**

NEW USE **–** The use of NFB Content in a new NFB production or co-production not falling under Article 7 (Television clips or fillers) or 14 of this Scale Agreement (e.g. New use of an Excerpt exceeding a total length of two (2) minutes).

REUSE – The use of NFB Content of more than fifteen (15) seconds which is used in subsequent Collections or Series or in a new NFB production or co-production (e.g. Theme at the beginning of a production).

- **Rates and Conditions**

The parties agree that all arrangements detailed below shall be subject to regular review.

The New Use of NFB Content or Reuse in a new NFB production or coproduction not falling under Articles 7 or 14 of this Scale Agreement shall be at the rates and conditions set out in Schedule B of this Scale Agreement.

For clarity, use of NFB Content in episodes comprised in the initial Series or works of the initial Collection does not attract the Reuse fees to the Musician(s) contracted for the initial Series or initial Collection.

However, if there is a subsequent production (internally referred at the NFB as “project”) for a Series or Collection, (which entails a separate NFB “project” number), and the NFB Content exceeds fifteen (15) seconds in length, all Musician(s) initially contracted are entitled to the one Reuse fees for all the episodes or works included in this subsequent project (i.e. one Reuse fee per “season” or “edition”).

2. NFB'S COMMERCIAL EXPLOITATION

When NFB is producing audio only material for commercial exploitation, the terms and conditions of the AFM Sound Recording Labor Agreement (SRLA) shall apply.

3. LICENSING TO A THIRD PARTY

When the NFB is licensing NFB Content to a third party (Licensee) for New Use in the Licensee's audio-visual production or any other work, the NFB shall inform the Licensee that such New Use is subject to the authorisations, consents and releases of its rights holders, and that he or she shall obtain required union or guild releases or consents, such as CFM and the consent of all the Musicians performing in said NFB Content. CFM and the Musicians, as the case may be, shall negotiate separately with the Licensee, the terms and conditions of the New Use of such NFB Content.

CFM agrees to designate a representative who will be the main contact for the Licensee in order to obtain the CFM/Musician prior authorisation for the NFB Content. The NFB will provide to the Licensee the coordinates of CFM designated representative for the pre-authorisation process. CFM agrees to respond to any enquiry and any authorisation demand from a Licensee within two (2) working days. Prior to the conclusion of its licence with the Licensee, the NFB shall obtain confirmation from CFM designated representative that the Licensee has communicated with CFM and obtained CFM/Musician prior authorisation for the New Use of the NFB Content. CFM confirmation will be provided by email to the NFB Stock Shot Library representative (NFB Image). The NFB shall not have to keep record of the Licensee's CFM pre-authorisation confirmation. Upon receipt of CFM confirmation, the NFB may proceed with the licensing of the NFB Content to the Licensee without further formalities. No inadvertent failure from the NFB to enforce CFM requirement regarding the authorisation of the New Use of NFB Content by a Licensee shall constitute a breach of the present Scale Agreement, provided the NFB takes reasonable steps to prospectively resolve such failure upon notification by CFM.

APPENDIX A - CONTRACT

SCALE AGREEMENT NFB-CFM 2026-2029

Personal Service Contract Form

For all Audiovisual Works (Animation, Documentary and Other Audiovisual Work)

PO No **Contract No**

PRODUCTION TYPE ☐ Animation ☐ Documentary ☐ Other Audiovisual Work

THIS CONTRACT for the personal services of musicians, made this _____ day of _____ _____

between the undersigned National Film Board of Canada (hereinafter called the "NFB") and _____ musicians *(number of musicians, including leader)* (hereinafter the "Musicians"), represented by the undersigned representative (Leader, Composer or Conductor).

WITNESSETH, That the NFB engages the personal services of the Musicians as musicians severally and the Musicians severally, through their representative, agree to render collectively to the NFB services as musicians under the leadership of :

Name and Address of Place of Engagement

Title of Audiovisual Work and Project Number

☐ Series ☐ Part of a Collection

TYPE OF ENGAGEMENT

☐ Recording Session ☐ Sideline Only ☐ Sideline & Record ☐ Rehearsal ☐ Reuse ☐ New Use

DATES AND WORKING HOURS

This contract is subject to all terms and conditions of the NFB/CFM Scale Agreement executed between the CFM and the NFB, which forms an integral part thereof.

FEES AGREED UPON

PRODUCER

ADDRESS

CITY PROV. P.C.

Representative of the NFB (PRINT) (Signature Representative of the NFB)

Representative of Musicians (PRINT) (Signature Representative of Musicians)

MUSICIAN'S NAME (AS IT APPEARS ON THE SOCIAL IDENTIFICATION NUMBER CARD) NAME / SURNAME / INITIALS	AFM Local NO.	Member No or Permit No	GST/HST#	QST#	HRS GUAR.	HRS WKD.	Initials Leader	Initials Producer	FEES	PENSION CONTRIBUTION
Former public servant ☐ Yes ☐ No										
Former public servant ☐ Yes ☐ No										

See reverse or attachment for additional terms and conditions of this contract.

Contract Administration Fees

Total Pension Contribution
Remit contribution to AFM Local, as per Article 4 of the Scale Agreement

SCALE AGREEMENT NFB-CFM 2026-2029

Personal Service Contract Form

For all Audiovisual Works (Animation, Documentary and Other Audiovisual Work)

PO No

Contract No

ADDITIONAL TERMS AND CONDITIONS

1. The NFB shall at all times have complete control of the services which the Musicians will render under the specifications of this contract. The Musicians shall execute their obligations subject to any proven impediment, such as sickness, an accident, a riot, a strike, an epidemic, an act of God, or any other legitimate condition beyond the control of the Musicians. The NFB agrees that the Business Representative of the Musicians' Local, in whose jurisdiction the Musicians are playing, shall have access to the premises in which the Musicians perform for the purpose of conferring with the Musicians. The Musicians performing services under this contract must be members or permittee members of the American Federation of Musicians and nothing in this contract shall ever be so construed as to interfere with any obligations which they may owe to the American Federation of Musicians.
2. It is agreed that all the rules, laws and regulations of the American Federation of Musicians, and all the rules, laws and regulations of the Local in whose jurisdiction the Musicians perform, insofar as they are not in conflict with those of the governing Scale Agreement, are made part of this contract.
3. The NFB represents that there does not exist against them, in favor of any member of the AFM, any claim of any kind arising out of musical services rendered hereunder. It is agreed that no member of the AFM will be required to perform any provisions of this contract or to render any services for the NFB as long as any such claim is unsatisfied or unpaid in whole or in part. The NFB in signing this contract itself, or have same signed by a representative, acknowledges their authority to do so and hereby, assumes liability for the amount stated herein.
4. If the Musician or the Leader is a former federal public servant (FPS) in receipt of a pension pursuant to the *Public Service Superannuation Act (PSSA)*, he or she agrees that successful supplier's status (as Musician in a NFB production), with respect to being a former public servant in receipt of a pension, will be reported on the NFB website and departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts. The Musician or the Leader must provide the following information to the NFB, as applicable: the name of former public servant and the date of termination of employment or retirement from the Public Service. A contract for the services of a FPS who has been retired for less than one year and who is in receipt of a pension is subject to a fee reduction (abatement formula) as required by Treasury Board Policy.
5. Notwithstanding any provision to the contrary in this contract, Musicians engaged under this contract whose services are prevented, suspended or stopped by reason of strike, ban, the AFM unfair list, or by order made or sanctioned by the CFM, shall be free to be engaged for other employment by other employers without any restraint, hindrance, penalty, obligation or liability.
6. The performances to be rendered pursuant to this contract are not to be recorded, reproduced, or transmitted from the place of performance in any manner or by any means whatsoever, except as specifically permitted by this contract. This contract may not be enforced by the NFB until approved by the CFM/AFM.
7. **REUSE AND NEW USE**
   This contract is also to be used in reporting Reuse and New Use payments (when applicable) and shall be sent to the CFM office 895 Don Mills Road #202, Toronto, ON M3C1W3, to the designated CFM representative, accompanied by payments for same made payable to the Musicians entitled thereto.
8. **Final Provisions**
   Contribution to the Musicians Pension Fund of Canada shall be paid through the AFM Local in accordance with Article 4 of the Scale Agreement.
   (a) The Leader/Musician(s) should retain a copy of the contract (in PDF format) for their files and send a copy of the contract in PDF format (or other similar format) by electronic means (such as emails) to the AFM Local in whose jurisdiction the engagement was performed.
   (b) The payment for services will be issued by direct bank deposit for the total agreed fees within ten (10) business days following the recording session, or, in the case of Reuse or New Use fees, within ten (10) business days following execution of the contract.
   (c) The AFM Local shall distribute the contracts as follows:
      1. A copy of the contract in PDF format (or other similar format) sent by electronic means (such as emails) to the Musicians' designated email address.
      2. A copy of the contract in PDF format (or other similar format) sent by electronic means (such as emails) to the NFB, to the attention of the NFB Producer or any other NFB designated representative, if required.
      3. A copy of the contract in PDF format (or other similar format) to be retained by the AFM Local.
      4. A copy of the contract in PDF format (or other similar format) sent by electronic means (such as emails) to the Leader.

SCALE AGREEMENT NFB-CFM 2026-2029

Personal Service Contract Form

For all Audiovisual Works (Animation, Documentary and Other Audiovisual Work)

PO No **Contract No**

5. A copy of the contract in PDF format (or other similar format) sent by electronic means (such as emails) to the Musicians' Pension Fund of Canada benefits@mpfcanada.ca.

This contract may be executed in one or more counterparts, each of which shall constitute an original, and all of which taken together shall be deemed to constitute one and the same instrument. This contract may be executed and delivered by facsimile transmission or in PDF format by e-mail transmission with the same force and effect as if it were executed and delivered by the Parties simultaneously in the presence of one another, and signatures on a facsimile or PDF print copy hereof shall be deemed authorized original signature.

Letter of Understanding ("LOU")
between the CFM and NFB (herein after referenced as "the Parties")
regarding Generative Artificial Intelligence ("Gen AI")

During negotiations for the 2026-2029 scale agreement (the "Negotiations" and the "Scale Agreement"), the Parties discussed the use of artificial intelligence in NFB productions as it relates to musical performance and the services covered by the Scale Agreement.

THE PARTIES AGREE TO THE FOLLOWING:

1. DEFINITION OF GenAI

The Parties acknowledge that definitions of GenAI may vary but agree that the term generally refers to a subset of artificial intelligence that uses models and algorithms to produce new content, such as images, text or music, based on patterns and structures learned from existing data in response to a user's prompt or request (e.g., ChatGPT4, AIVA). It does not include technologies programmed to perform specific functions, such as Electronic Music Devices ("EMD"), Digital Audio Workstation ("DAW") and synchronized devices.

For clarity, EMDs, DAWs and plugins (e.g. Cubase, Logic, Pro Tools, Ableton Live, FL Studio, etc.) (collectively, the "Devices") (sometimes referred to as "traditional AI") are not included in the definition of GenAI. However, when Musician(s) engaged by the NFB use these Devices to produce music, Schedule F, Article 4 and Article 11 of the Scale Agreement will apply.

2. The Parties acknowledge the importance of using GenAI responsibly in support of human creativity. Hence, any GenAI use is subject to human oversight, ethical standards, transparency requirements, and strict privacy and legal compliance.

The Parties also acknowledge the importance of human contributions in the audiovisual works the NFB produces (author's films), including Musician(s) engaged by the NFB under this Scale Agreement.

3. The Parties acknowledge that GenAI is a tool and does not constitute a person.

4. USE OF GENAI BY MUSICIAN(S)

This LOU applies when a Musician(s) engaged by the NFB wishes to use GenAI to produce music.

4.1 When authorized by the NFB, the use of GenAI by Musician(s) must be complementary to actual original music performance using EMDs, DAWs, plug-in's or recorded musical performance, as the case may be, i.e. not be solely

generated by GenAI. Furthermore, before any use of GenAI by the Musician(s), the following steps must be taken.

The terms of Schedule F, Article 4 and Article 11 of the Scale Agreement will apply.

4.2 The Parties confirm that the Musician(s) will be required to disclose to the NFB any intended use of GenAI and shall obtain the NFB's prior written consent before making any such use. The NFB may, in its sole discretion, refuse such use.

4.3 In addition, where the proposed use of GenAI involves any musical performance previously contracted under an NFB–CFM scale agreement(s) **("NFB-CFM Content"**), the NFB shall, prior to granting consent:

a) Provide notice to the CFM;
b) Obtain the written and informed consent of the Musician(s) whose work is intended to be used;
c) The Musician(s) shall be paid an additional fee for such use, which fee shall be no less than the fees set out in Schedule I (New Use and Reuse). These fees are subject to Pension as per Article 4 and Work dues as per Article 11 of the Scale Agreement.

4.4 Notwithstanding the above, the NFB may elect to refuse the use of GenAI without undertaking the process described above.

5. During the term of this LOU*,* the Parties shall meet on an annual basis, or sooner, upon the request of either Party, to discuss the use of GenAI as it pertains to the Scale Agreement.

6. The NFB and the CFM will take appropriate steps to ensure that the production units (with respect to the NFB) and the Musician(s) (with respect to the CFM) are informed of this LOU.

7. SUNSET CLAUSE

The Parties recognize that this LOU is being negotiated at a time when the use of GenAI is in the process of exploration, experimentation, innovation and developing governance.

Therefore, this LOU is entered for a term of three (3) years commencing on June 15, 2026 and shall remain in effect for this term unless the parties mutually agree to renew before its expiry. It is concluded without admission and without creating a precedent.

[*Signatures on the next page*]

IN WITNESS WHEREOF, the Parties hereto have executed and signed this LOU on May 12, 2026, under the hands of their proper officers duly authorized in the behalf.

NATIONAL FILM BOARD OF CANADA	**CANADIAN FEDERATION OF MUSICIANS**
(s) Julie Patry	(s) Allistair Elliott
Julie Patry Senior Legal Counsel Business Affairs and Legal Services Head, Artists' Associations relations	Allistair Elliott Vice-President from Canada (AFM)/Director of Canadian Affairs