



Scale Agreement

between

The National Film Board of Canada

and

The American Federation of Musicians of the United States and Canada

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NOTE:

At the time of printing this Scale Agreement, an application has been submitted to the Canadian Artists and Producers Professional Relations Tribunal to amend the AFM (Canada) name to "Canadian Federation of Musicians (CFM)", which is reflected throughout this Scale Agreement.

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 organized constituency of Canadian Locals of the AFM, which is recognized/certified by the Canadian Artists and Producers Professional Relations Tribunal (CAPPRT), pursuant to the Status of the Artist Act (Bill C33).

Note: Original Certification order issued on January 16, 1997 under the name "American Federation of Musicians of the United States and Canada". At the time of printing an application to amend the "AFM" Certification order in the name of "Canadian Federation of Musicians" is pending CAPPRT approval.

RECOGNITION

Bargaining Unit: The NATIONAL FILM BOARD OF CANADA (hereinafter called "NFB") recognizes the AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA (hereinafter called the "AFM") as the exclusive bargaining agent for the Musicians engaged by the NFB subject to the Status of the Artist Act (S.C. 1992, ch. 33) to perform the functions described in the certification by the Canadian Artists and Producers Professional Relations Tribunal on December 10th, 2007. The parties further agree that, with the exception of provisions related to copyists included in Article 11 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 September 17th, 2010 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) Recruiting and other Department of National Defence audiovisual works for the three armed services, which do not go to the public and have no commercial content, are specifically excluded from the terms of this Scale Agreement on music sound track or music recordings for audiovisual works produced by the NFB.

2. **DEFINITIONS**

<u>MUSICIAN</u> – means a person other than the Leader performing as an instrumentalist in a group or orchestra.

<u>LEADER</u> – 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.

<u>SINGLE MUSICIAN</u> – means an instrumentalist who performs alone.

<u>CONTRACTOR</u> – means a playing or non-playing musician appointed by the Leader whenever eight (8) or more musicians are engaged including Leader.

The Contractor shall:

- be present 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.

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

3. APPLICABLE FEES

- (a) The NFB agrees to pay to members of the 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 eleven percent (11%) of such fee for each musician to the Musicians' Pension Fund of Canada. This amount is to be forwarded with a copy of the contract and a cheque made payable to the Musicians' Pension Fund of Canada, to 2255 Sheppard Avenue East, Suite A110, North York, Ontario M2J 4Y1.

5. MEMBERSHIP

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

6. <u>TEMPORARY MEMBER PERMITS</u> (Canadian residents only)

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

- This provision will apply to Canadian citizens or landed immigrants only. A maximum of three (3) temporary member permits may be issued to any single applicant who must then become a full member of the CFM (AFM), in order to be eligible to be engaged pursuant to this NFB-CFM Scale Agreement (or for payment of any "new use(s)" under this Scale Agreement or any previous NFB-AFM agreement(s)).
- 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.
- A permittee cannot act as either a Leader or a Contractor unless the entire group is comprised of permittees.
- The temporary member permit of one hundred dollars (\$100.00) per non-member musician plus \$3.00 representing CFM Local work dues (per paid session hour performed) and payable to the "AFM", is to be deducted from the fees being paid to the permittee, and forwarded directly to the CFM National Office by the producer. 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 CFM Local, the cost of joining the CFM Local will be reduced by \$65.00.
- Temporary member permit deductions and corresponding work dues will be remitted on a monthly basis, in separate cheques, made payable to the "AFM".
- At least forty-eight (48) hours prior to the engagement taking place, the NFB must secure a temporary member permit on behalf of the non-member musician(s) by contacting the CFM National Office and obtaining a temporary member permit, or by directing the musician(s) to directly obtain a temporary member permit from the CFM National Office. The CFM will inform the NFB if a musician is ineligible for a temporary work permit at the time the request for permit is made.
- A waiver may be requested from the CFM National Office for the use of nonmembers where special circumstances warrant it, which waiver will not be unreasonably withheld.
- 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 to this Scale Agreement. There shall be a minimum call session of one-hour during which recording not exceeding three (3) minutes may be recorded.

8. <u>LICENCE FEES</u>

The NFB agrees to obtain and pay, prior to each engagement of members of the CFM, 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 CFM 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. <u>CFM CERTIFICATION (CAPPRT)</u>

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

10. SCORING IN CANADA

The NFB agrees not to score any music sound track or music recording outside of Canada. In cases where the NFB is shooting a documentary 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.

11. CONDITIONS AND FEES

- (a) Conditions and fees for Musicians, Leaders, Single Musicians and Contractors shall be as provided in Schedule A.
- (b) <u>Copying</u> conditions and fees for copying shall be as provided in Schedule C.
- (c) <u>Arranging, Orchestrating and Voicing</u> Conditions and fees for arranging, orchestrating and voicing shall be as provided in Schedule D.

- (d) <u>Sideline Musicians</u> Conditions and fees for Sideline Musicians shall be as provided in Schedule E.
- (e) <u>Electronic Music Devices (EMD's)</u> 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.

12. WORK DUES DEDUCTIONS

The NFB agrees to deduct Local work dues on a percentage rate basis as provided in Schedule G. The said deductions will be remitted in separate cheques made payable to the Locals and sent to the Locals on a monthly basis. Amendments to the percentage rate of deductions may be made by the CFM National Office and/or the Local(s) by advising the Manager, Staff Relations and Human Resources Management, Human Resources Branch of the NFB at least two (2) calendar months prior to the effective date of such amendments.

13. CONTRACTS

Whenever members are engaged by the producer or perform any service covered by this 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 producer 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.

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

14. CFM RECOGNITION

The NFB shall include the CFM logo in the end credits, if that of any other union or guild is included, and if the CFM provides the logo on a timely basis. The end credits will also include the names of the musicians engaged to record music for the audiovisual work.

Note: At the time of printing this Scale Agreement, the AFM Canada logo will be utilized in the end credits by the NFB, until such time as the new CFM logo has been finalized and submitted to NFB for use.

15. DISTRIBUTION RIGHTS

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

Notwithstanding the conditions set forth by preceding agreements between the AFM 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 Section 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 an audiovisual production originally produced or co-produced by the NFB, for distribution/use as a promotional trailer(s) and/or for non-commercial review purposes or; for fixation as content, within a new NFB production that captures/describes "the making of" and/or "behind the scenes" production activities, which resulted in the original audio-visual production which was produced pursuant to this Scale Agreement. This being permitted without any additional payment of fees to the musicians who performed on the original NFB production, provided that:

- (i) each such excerpt does not exceed two (2) minutes in length, and
- (ii) there will be no more than an average of three (3) such excerpts for each thirty (30) minutes of the new production.

16. TERM OF AGREEMENT

This Scale Agreement shall remain in full force and effect for four (4) years from the ratification date and shall continue in force from year to year thereafter unless terminated by either party by notice in writing directed to the other party and delivered or mailed by prepaid registered post prior to the 30th day of September in any such year.

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 3155 Côte-de-Liesse Road Montreal, Quebec H4N 2N4 Canadian Federation of Musicians 75 The Donway West, Suite 1010 Don Mills, Ontario M3C 2E9

IN WITNESS WHEREOF THE PARTIES hereto have executed and signed these presents on September 17, 2010 under the hands of their proper officers duly authorized in the behalf.

NATIONAL FILM BOARD OF CANADA	
Tom Perlmutter Government Film Commissioner	
Linda Smith Manager, Staff Relations and Human Resources Manager	gement

CANADIAN FEDERATION OF MUSICIANS

Bill Skolnik

Vice-President from Canada (AFM)

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:

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$292.09 per Musician as of September 17, 2010
$296.47 per Musician as of September 5, 2011
$300.91 per Musician as of September 3, 2012
$305.43 per Musician as of September 2, 2013
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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 the rate of time-and-one-half.

ADDITIONAL WORK TIME

The NFB may initially contract musicians for a session of more than three (3) hours. In such cases, the time in excess of the Basic Session (three [3] hours) shall be known as additional work time and shall be paid for in minimum half-hour ($\frac{1}{2}$) segments at 1/6 of the Basic Session fee. An additional five (5) minutes of recorded product is allowed for each half-hour ($\frac{1}{2}$) 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:

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$24.39 as of September 17, 2010
$24.76 as of September 5, 2011
$25.13 as of September 3, 2012
$25.50 as of September 2, 2013
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Overtime after midnight, until 9:00 a.m., per fifteen (15) minutes or fraction thereof, per person at the rate of:

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$36.49 as of September 17, 2010
$37.04 as of September 5, 2011
$37.59 as of September 3, 2012
$38.16 as of September 2, 2013
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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 (1½) without a rest period.

NON-RECORDED "MUSIC 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 "music rehearsal" ends within thirty (30) minutes of the start of the recording session. The fee for non-recorded "music rehearsal" shall be fifty dollars (\$50.00) for each Musician and one hundred dollars (\$100.00) for the Leader.

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 "music 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 "music rehearsal" shall be one hundred dollars (\$100.00) for each Musician and two hundred dollars (\$200.00) for the Leader.

Additional time may be prorated in half-hour segments at twenty-five dollars (\$25.00) per half-hour for each Musician, and at fifty dollars (\$50.00) per half-hour for the Leader.

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 Rock'n'Roll or similar groups have been engaged in a featured capacity (i.e. not accompanying or acting as a studio orchestra) and/or when the group is already organized and not engaged individually by the NFB.
- 2. With the exception of the authorized doubles set out in Article 1, an instrumentalist playing any additional instruments, whether during sessions, additional work time, or recording thereof or therefore, shall be paid in addition to his minimum basic fee, an amount equal to fifty percent (50%) of the minimum basic musician's fee for the engagement for the first double, and twenty-five percent (25%) for the second and each subsequent double.
- 3. Instruments which a percussionist may be required to play are divided into three (3) sections as follows:

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

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

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

SUNDAYS AND HOLIDAYS

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

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

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

SCHEDULE B

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

MINIMUM FEES

The minimum fee per musician shall be:

Musician

\$160.08 as of September 17, 2010 \$162.48 as of September 5, 2011 \$164.91 as of September 3, 2012 \$167.39 as of September 2, 2013

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 "MUSIC 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 "music rehearsal" ends within thirty (30) minutes of the start of the recording session. The fee for non-recorded "music rehearsal" shall be fifty dollars (\$50.00) for each Musician and one hundred dollars (\$100.00) for the Leader.

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 "music 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 "music rehearsal" shall be one hundred dollars (\$100.00) for each Musician and two hundred dollars (\$200.00) for the Leader.

Additional time may be prorated in half-hour segments at twenty-five dollars (\$25.00) per half-hour for each Musician, and at fifty dollars (\$50.00) per half-hour for the Leader.

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 Canadian Artists and Producers Professional Relations Tribunal certifies the CFM with respect to copyists before termination of this Scale Agreement, such certification shall extend to this Schedule.

DEFINITION

<u>COPYING</u> – 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.
- 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.
- 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:

\$23.15 per hour or fraction thereof as of September 17, 2010

\$23.50 per hour or fraction thereof as of September 5, 2011

\$23.85 per hour or fraction thereof as of September 3, 2012

\$24.21 per hour or fraction thereof as of September 2, 2013

- 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 within fifteen (15) working days following completion of work, and payment of such will be made within fifteen (15) working days after receipt.

SCHEDULE OF MINIMUM BASIC FEES FOR COPYING (PER PAGE)

		SEPT 17 2010	SEPT 5, 2011	SEPT 3, 2012	SEPT 2, 2013
1.	Single stave parts, single notation	\$3.88	\$3.94	\$3.99	\$4.05
	Single stave parts, chorded, more than two voices	\$8.17	\$8.29	\$8.42	\$8.54
2.	Double stave parts: chorded (piano, harp, organ, celeste, etc.)	\$8.17	\$8.29	\$8.42	\$8.54
	Plus vocal cue	\$10.24	\$10.39	\$10.55	\$10.71
3.	Rhythm piano parts (chord symbols plus bass line)	\$6.81	\$6.91	\$7.02	\$7.12
	Plus vocal cue	\$8.82	\$8.95	\$9.09	\$9.22
4.	Piano – vocal – three (3) stave with single set of lyrics	\$10.32	\$10.48	\$10.63	\$10.79
5.	Lead sheet (melody plus chord symbols plus one [1] set of lyrics)	\$10.32	\$10.48	\$10.63	\$10.79
6.	Vocal Parts				
	a) Single voice line plus one (1) set lyrics	\$8.17	\$8.29	\$8.42	\$8.54
	b) Group or choir parts with one (1) set lyrics	\$12.97	\$13.17	\$13.36	\$13.56
	c) Foreign language lyrics (other than French or English) – extra page	\$1.95	\$1.98	\$2.01	\$2.04
7.	Conductor Parts			4	
	a) Conductor's lead sheet single stave with worded cues only	\$10.96	\$11.13	\$11.29	\$11.46
	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	\$14.80	\$15.02	\$15.25	\$15.47
	c) Piano - conductor part - fully chorded with instrument cues and constructed from the score	\$24.20	\$24.56	\$24.93	\$25.30
8.	Adding lyrics or words (per set, per page)				
	a) Single stave	\$2.15	\$2.18	\$2.22	\$2.25
	b) Multiple stave parts	\$2.15	\$2.18	\$2.22	\$2.25
	c) Foreign language (other than French or English)		\$3.29	\$3.34	\$3.39
9.	Numbering bars (per page)	\$1.04	\$1.05	\$1.07	\$1.08
10.	Adding chord symbols :				
	a) Single stave	\$2.15	\$2.18	\$2.22	\$2.25
	b) Multiple stave parts	\$1.30	\$1.32	\$1.34	\$1.36
11.	Master copy, or any part for reproduction		Double the	part price	
12.	Time rates for copyists				
	a) from 9:00 a.m. to midnight (per hour)	\$23.09	\$23.44	\$23.79	\$24.15
	b) from midnight to 9:00 a.m. (per hour)	\$46.44	\$47.13	\$47.84	\$48.56
	c) on all holidays listed in Schedule A (per hour)	\$46.44	\$47.13	\$47.84	\$48.56
13.	Adding symbols (other than chord symbols) for electronic instruments or devices				
	a) Single stave parts	\$2.15	\$2.18	\$2.22	\$2.25
<u> </u>	b) Multiple stave parts	\$1.30	\$1.32	\$1.34	\$1.36

- 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:

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$23.09 per hour as of September 17, 2010
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\$23.44 per hour as of September 5, 2011

\$23.79 per hour as of September 3, 2012

\$24.15 per hour as of September 2, 2013

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

SCHEDULE D ARRANGING AND ORCHESTRATING

DEFINITIONS

<u>ARRANGING</u> – 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 reharmonization, 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.

<u>ORCHESTRATING</u> – 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

- 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. Minimum pay for any job assignment shall be no less than the equivalent of a four-hour (4) call at the applicable hourly rate (i.e. straight-time rate).
- 5. Arrangers shall receive the following premium rates:
 - a) For work required to be done at the NFB's request from midnight to 9:00 a.m., the listed rate, plus one hundred percent (100%);
 - b) For work required to be done at the NFB's request on all holidays listed in Schedule A, the listed rate, plus one hundred percent (100%).
- 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 arrangerorchestrator.

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

SCHEDULE OF MINIMUM BASIC FEES FOR ARRANGING AND ORCHESTRATING

	SEPT 17, 2010	SEPT 5, 2011	SEPT 3, 2012	SEPT 2, 2013
1. For not more than ten (10) parts (per score page):	2010	2011	LUIL	2010
a) Making an arrangement and orchestrating it	\$20.56	\$20.87	\$21.19	\$21.50
b) Orchestrating an arrangement	\$11.55	\$11.72	\$11.90	\$12.08
(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).	\$1.04	\$1.05	\$1.07	\$1.08
3. For adding parts to a score already orchestrated (per score page, per part)	\$1.42	\$1.44	\$1.46	\$1.49
4. For adding piano part (per score page)	\$2.40	\$2.43	\$2.47	\$2.50
a) Chord symbols and bassline	\$2.40	\$2.43	\$2.47	\$2.50
b) Fully notated	\$10.58	\$10.73	\$10.90	\$11.06
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)	\$5.85	\$5.93	\$6.02	\$6.11
d) For scoring a two (2) line piano-conductor part from an orchestral score (per four [4] bars)	\$10.63	\$10.79	\$10.95	\$11.11
Same, but a three (3) line piano-conductor part (per four [4] bars)	\$14.19	\$14.40	\$14.62	\$14.84
e) For scoring for solo, piano, harp, accordion, etc.	\$10.63	\$10.79	\$10.95	\$11.11
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)	\$10.18	\$10.33	\$10.49	\$10.65
ii. For fully notated piano part (per four [4] bars)	\$20.69	\$21.00	\$21.31	\$21.63
iii. Each additional voice (per four [4] bars)	\$1.04	\$1.05	\$1.07	\$1.08
g)	\$36.83	\$37.39	\$37.95	\$38.52
ime 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)				
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):	\$57.22	\$58.07	\$58.94	\$59.83

SCHEDULE E SIDELINE MUSICIANS

DEFINITION

<u>SIDELINE MUSICIAN</u> – A member who is filmed miming a musical instrument, but not recording.

Musician(s) may record at the prevailing session rates and also act as Sideline Musician(s) if engaged by the NFB to perform in both categories.

FEES FOR SIDELINE MUSICIANS

\$236.23 as of September 17, 2010 \$239.77 as of September 5, 2011 \$243.37 as of September 3, 2012 \$247.02 as of September 2, 2013

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'S)

1. DEFINITIONS

<u>ELECTRONIC MUSIC DEVICE (EMD)</u> - An analog, digital or hybrid electronic device that produces or reproduces musical and non-musical sounds (this includes all synthesizers, computer hardware and software, digital sampling devices, etc., whose sound is generated solely by electronic means).

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

<u>SEQUENCER</u> - An electronic device which can be programmed to trigger EMD's to perform the musical information stored on the sequencer.

<u>MUSICAL INSTRUMENT DIGITAL INTERFACE (MIDI)</u> - The process (and language) by which EMD's and/or sequencers communicate – this enables, among other things, one EMD and/or sequencer to simultaneously "trigger" the performance of one or more additional EMD's / sequencers.

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

3. PRE-PRODUCTION PROGRAMMING

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

\$84.18 as of September 17, 2010 \$85.45 as of September 5, 2011

\$86.73 as of September 3, 2012

\$88.03 as of September 2, 2013

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

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

4. "REAL-TIME" ENGAGEMENTS

- a) "Real-time" applies to an engagement where:
 - i. the Musician is hired to perform on an EMD, and;
 - ii. such performance is live and;
 - iii. the EMD is used in the same manner as traditional musical instruments or for the purpose of creating musical effects.
- b) EMD's may be MIDI-ed in "real-time" performances but each such EMD used over two (2) in number shall be paid in accordance with doubling fees set forth herein to a maximum of seventy-five percent (75%) regardless of the number of EMD's which are MIDI-ed.
- c) Any MIDI-ed EMD which is triggered by a sequencer to create separate and distinct musical parts shall be construed as a double to a maximum of seventy-five percent (75%).
- d) All applicable conditions and fees set forth elsewhere in this Scale Agreement shall apply to "real-time" performances except as herein provided.

5. EMD TRACKING SESSIONS

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

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

a)

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$338.71 per hour as of September 17, 2010
$343.79 per hour as of September 5, 2011
$348.94 per hour as of September 3, 2012
$354.18 per hour as of September 2, 2013
with a maximum of three (3) minutes of recorded product per hour;
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- 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 5 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 5a) at the rate of:

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$28.01 as of September 17, 2010
$28.43 as of September 5, 2011
$28.86 as of September 3, 2012
$29.29 as of September 2, 2013
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It does not include additional minutes of recorded product.

6. 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

DEDUCTIONS

For cities and jurisdictions not included, consult the **CFM National office** at:

Telephone: 416-391-5161 Facsimile: 416-391-5165 E-mail: afmcan@afm.org

ATLANTIC FEDERATION OF MUSICIANS

Local 571, AFM
Pam Hanson
221 Herring Cove Road
Halifax, Nova Scotia B3P 1L3
Tel: 902-479-3200 / Fax: 902-479-1312

W.D. 5.0%

EDMONTON MUSICIANS' ASSOCIATION

Local 390, AFM Edith Stacey, Secretary 10026 - 105th Street, Room 202 Edmonton, Alberta T5J 1C3 Tel: 780-422-2449 / Tel: 780-423-4212 W.D. 2.0%

HAMILTON MUSICIANS' GUILD

Local 293, AFM John Pope, Secretary 404 - 20 Jackson Street West Hamilton, Ontario L8P 1L2 Tel: 905-525-4040 / 905-525-4047 W.D. 2.5%

MUSICIANS' ASSOCIATION OF OTTAWA-GATINEAU

Local 180, AFM Robin Moir, Secretary-Treasurer 280 Metcalfe Street, #301 Ottawa, Ontario K2P 1R7 Tel: 613-235-3253 / Fax: 613-235-3383 W.D. 3.0%

CALGARY MUSICIANS' ASSOCIATION

Local 547, AFM
Doug Kuss, Secretary
804 - 825, 8th Avenue South West
Calgary, Alberta T2P 2T3
Tel: 403-261-0783 / Fax 403-264.6610
W.D. 2.5%

GUILDE DES MUSICIENS DU QUEBEC

Local 406, AFM Roseline Rousseau-Gagnon 2021, Union Street, Suite 800 Montréal, Québec H3A 2S9 Tel: 514-842-2866 / Fax 514-842-0917 W.D. 4.5%

LONDON MUSICIANS' ASSOCIATION

Local 279, AFM Johann Kinting, Secretary 240 Commissioners Road W. Unit G London, Ontario N6J 1Y1 Tel: / Fax: 519-685-2540 W.D. 2.5%

MUSICIANS' ASSOCIATION OF VICTORIA AND THE ISLANDS

Local 247, AFM
Mark Reed, Secretary-Treasurer
2202-732 Princess Avenue
Victoria, British Columbia V8T 1K6
Tel: 250-385-3954 / Fax: 250-480-1518
W.D. 3.0%

NEW BRUNSWICK MUSICIANS' ASSOCIATION

Local 815, AFM Greg Marks 82 Germain Street, 2nd Floor Saint John, New Brunswick E2L 2E7 Tel: 506-652-6620 / Fax 506-652-6624 W.D. 2.5%

REGINA MUSICIANS' ASSOCIATION

Local 446, AFM
Don Young, President
2835, 13th Ave, Suite B
Regina, Saskatchewan S4T 1N6
Tel: 306-352-1337 / Fax: 306-359-6558
W.D. 2.5%

THUNDER BAY MUSICIANS' ASSOCIATION

Local 591, AFM Norm Slongo, Secretary 1111 E. Victoria Avenue Thunder Bay, Ontario P7C 1B7 Tel: 807-622-1062 / Fax 807-626-9203 W.D. 2.0%

VANCOUVER MUSICIANS' ASSOCIATION

Local 145, AFM Wayne Morris, Secretary #100 - 925 West Eighth Avenue Vancouver, British Columbia V5Z 1E4 Tel: 604-737-1110 / Fax: 604-734-3299 W.D. 3.5%

WINNIPEG MUSICIANS' ASSOCIATION

Local 190, AFM
Tony Cyre, Secretary
180 Market Avenue East, Room 201
Winnipeg, Manitoba R3B 0P7
Tel: 204-943-4803 / Fax: 204-943-5029
W.D. 2.0%

NEWFOUNDLAND AND LABRADOR MUSICIANS' ASSOCIATION

Local 820, AFM Heather Marshall 59 Duckworth Street St. John's, Newfoundland A1C 1E6 Tel:/Fax: 709-722-8005 W.D. 5.0%

SASKATOON MUSICIANS' ASSOCIATION

Local 553, AFM Vesti Belle Hanson, Secretary 304-416, 21st Street East Saskatoon, Saskatchewan S7K OC2 Tel:/Fax: 306-477-2506 / 306-655-5694 W.D. 3.0%

TORONTO MUSICIANS' ASSOCIATION

Local 149, AFM
Jim Biros, Executive Director
Ontario Federation of Labour Building
15 Gervais Drive, Suite 500
Toronto, Ontario M3C 1Y8
Tel: 416-421-1020 / Fax: 416-421-7011
W.D. 3.0%

WINDSOR FEDERATION OF MUSICIANS

Local 566, AFM Chris Borshuk, President Equity Chambers, 52 Chatham Street West #204 Windsor, Ontario N9A 5M6 Tel: 519-258-2288 / Fax:519 258-9041

W.D. 2.0%

SCHEDULE H TEMPORARY MEMBER'S PERMIT (TMP)

Canadian Federation of Musicians (CFM)

A constituency of Canadian Locals of the American Federation of Musicians of the United States and Canada (AFM)

TEMPORARY MEMBER'S PERMIT - (TMP)

Head Office
75 The Donway West, 1010
Don Mills, ON M3C 2E9
(416) 391-5161
FAX (416) 391-5165
afmcan@afm.org

Permit #:		CFM Juri – Local:	sdiction		
THIS PERMIT EN	TITLES:				
Name:					
Phone:		Email:			
Address:		•			
	Street/Apt.	City	Prov	v. Postal Code	
Social Insurance Number (necessary to complete payroll rec	cords)	GST #: (when applicable)			
PURSUANT TO CANADIAN FED	ND BE RECORDED/VIDEOT AN ELECTRONIC MEDIA ERATION OF MUSICIANS HICH WILL BE FIXATED AS (n (Theatrical)	"SCALE" (CFM) TO	AGREEMENT PRODUCE ONE OR MOF	NEGOTIATED MUSICAL AUD	BY THE DIO-VIDEO OWING:
Episodic TV (doc., dramas, sit-coms)		☐ The	mes and forma	at music for episod	□ VT oit
Film/Program Na	me:	Date of S day(s)/month/yea	Session(s):		
BYLAWS, IT IS A S	WITH THE TERMS OF THE N SPECIFIC REQUIREMENT FO ES TO "PRODUCERS" WHO NT(S).	OR PROFESS	SIONAL MUSIC	CIAN MEMBERS	TO ONLÝ
Also:	It is intended that only the s CFM (AFM), be engaged fo to create "content" within a	r the recordin	g and/or filming	g of a musical per	rformance

Except that:

Should the services of non-CFM (AFM) members be utilized for any such performance, the Producer acknowledges that he/she is responsible to deduct and remit the following amount to the CFM National Office on behalf of the non-member

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, and/or Recording/Sideline Sessions:

Requirements: A Temporary Member Permit fee of \$100.00 per non-member musician plus \$3.00

representing CFM (AFM) Local work dues (per paid session hour performed), is to

be forwarded directly to the CFM National Office.

Benefit(s):

The undersigned shall enjoy all protections, rights, and privileges as a CFM (AFM) "member at large", but only as they pertain to the audio-visual performance recorded hereunder. The undersigned permittee acknowledges that he/she is eligible along with any/all "member" musicians engaged under the agreement referenced above, to have his/her name included on the CFM Form B report filed for the engagement and that the Musicians' Pension Fund of Canada contribution payable thereunder will be credited in the name of the permittee and will accumulate to the benefit of the permittee in accordance with the rules and regulations established by the Musicians' Pension Fund of Canada Trustees. In the event that the permittee joins a Local within one year of the date this TMP was issued, and upon presentation of a copy of this to the CFM Local, the cost of joining the CFM Local will be reduced by \$65.00. (Note: No additional membership rights are either expressed or implied).

Limitation:

A maximum of three (3) temporary member permits may be issued to any single applicant who must then become a full member of the CFM (AFM), in order to be eligible to be engaged pursuant to this NFB-CFM Scale Agreement (or for payment of any "new use(s)" under this Scale Agreement or any previous NFB-AFM agreement(s)).

Producer acknowledgement on behalf of National Film Board of Canada/Office national du film du Canada

Print Name (of an authorized official)	Signature	day/month/year	
I, the undersigned, (non-member) declare that: (please indicate	e as appropriate):	
I have never previously been issued	d a CFM Temporary Member's	Permit: Ye	es 🗌 No 🗌
I have previously been issued a CF	M Temporary Member's Permi	t on or about:	
		day	(s)/month/year
I hereby agree to and accept the currently a good standing member receive is for my professional serv regulations and Bylaws of the appropriate/necessary pursuant to the service of the appropriate of the	of a Local of the CFM and full ices as a temporary musician AFM to which I am bou	y understand that member which is	the compensation I am to in keeping with the rules,
Print Name (of an authorized official)	Signature	day/month/year	
Acknowledged receipt by CFM's	Authorized Designee		this

Note: General CFM Policy; Former CFM (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.

APPENDIX A CONTRACT