



Agreement

between

The Canadian Federation of Musicians (CFM)

and

The Canadian Academy of Recording Arts and Sciences (CARAS)

JUNOS

PREAMBLE

This Agreement sets out the terms and conditions under which the Canadian Academy of Recording Arts and Sciences (hereinafter referred to as "CARAS") engages Musicians and other persons covered by this Agreement within the exclusive jurisdiction of the Canadian Federation of Musicians (hereinafter referred to as the "CFM").

All present provisions of the Constitution, Bylaws, Rules and Regulations of the AFM/CFM and its Locals are, insofar as the foregoing does not conflict with any of the provisions of this Agreement, made part of this contract. For greater certainty, in the event that any such conflict should appear, the provisions of this Agreement shall prevail.

CARAS recognizes the CFM, and by extension AFM Locals as the exclusive bargaining agent for all musicians engaged for, or performing at all events connected with JUNO Week.

CARAS and the CFM agree that this Agreement is a Voluntary Recognition Agreement as understood pursuant to the governing legislation in each/any province where the JUNO Week events may take place, and that the CFM will file this Agreement as a Voluntary Recognition Agreement with the appropriate authority in each province. CARAS and the CFM further agree that once so filed this Agreement will constitute a binding Voluntary Recognition Agreement as understood pursuant to the governing legislation in each province.

For further clarity, the Host Local is the AFM Local having jurisdiction of the location where the JUNO Week events take place.

1. TERM

The term of this Agreement shall be three (3) years, from January 1, 2023 through December 31, 2025. This Agreement shall remain in effect until a successor Agreement is negotiated, unless terminated with written notice by either party sixty (60) days prior to the anniversary date.

2. CFM/HOST LOCAL REPRESENTATION

The CFM and/or the Host Local shall be entitled to a total of six (6) JUNOfest guest list spots (must be requested by CFM to CARAS at least 14 business days in advance of show), such access to be used for the purpose of allowing representatives of the CFM/Host Local, in whose jurisdiction the musicians shall perform, to gain access to Venues for the purpose of conferring with and advising the musicians and observing performances taking place at such Venues.

3. NOTIFICATION AND PARTICIPATION

CARAS will use its best efforts to provide the CFM and Host Local with a preliminary list of CFM musicians for all Venues at least 15 days in advance of the JUNO Week events, and will also meet with representatives of the Host Local at least 15 days in advance of JUNO Week events to share information, deal with any mutual concerns and confirm notification, completion and payment dates under this Agreement.

4. PERFORMANCE FEES

CARAS shall pay, or cause to be paid to performers engaged for each Event, at fees conforming with the following CFM minimum scales:

(i) JUNOfest: \$115. (Leader/Single) / \$115.00 (Sidemusician);

(ii) JUNO Opening Night & Awards Performance: \$180.00 (Leader/Single) / \$127.00 (Sidemusician);

(iii) JUNO Opening Night & Awards House Band (if any): \$275.00 (Leader) / \$193.00 (Sidemusician).

The above House Band rates are for a 2-hour show. The House Band will not be on stage for longer than 90 minutes without a break. In the event the show extends over 2 hours, overtime rates will apply (in increments of 15 minutes at \$39.00 for side musician and \$55.00 for leader). The above House Band rates will also apply to the Welcome Reception in the event that a house band is used for that event.

(iv) JUNO Songwriters Circle: \$180.00 (Leader/Single) / \$127.00 (Sidemusician).

Musicians shall have the right to negotiate higher fees than these amounts, which are stated as minimum fees based on CFM scales. Musicians shall be engaged under a CFM Live Engagement Contract (Form LEC attached) and CARAS shall, no later than seven (7) days prior to performances, forward copies of all such contracts and a preliminary list of all performers to the Host Local. Where Form LEC contracts are not utilized, the attached Schedule 1 shall form part of this Agreement and any contract form used in connection with the events.

5. MUSICIANS' PENSION FUND of CANADA

CARAS shall contribute an amount of twelve percent (12%) of the above minimum scale for all musicians covered by this Agreement to the Musicians' Pension Fund of Canada.

CARAS will remit such contributions to the Host Local by payment payable to the Fund within sixty (60) days of the completion of JUNO Week, along with contracts and/or spreadsheet, and the Host Local will forward such contributions to the Fund on their behalf. To accommodate recent changes to the *Income Tax Act*, a Musician who has achieved the age of seventy-one (71) in the year prior to engagement shall have the twelve percent (12%) added to their contracted fee, to allow them to invest the contribution in an alternate monetary vehicle.

6. AFM WORK DUES

Three percent (3%) of minimum scales above shall be deducted from all musicians, and forwarded to the host Local within sixty (60) days of the completion of JUNO Week, along with the Form LEC contracts and/or performers' spreadsheet.

7. Temporary Membership (not applicable to JUNOfest - Article 4(i))

For musicians who are not members of the AFM may be engaged under the provisions of this Agreement as Temporary AFM Members. The Temporary Membership Permit (TMP) provision will apply to all engagements covered by this Agreement unless otherwise provided for. A musician engaged under a TMP

cannot act as a Leader unless the entire group is composed of TMPs. The TMP fee shall to be deducted from the non-member's contract fee and shall be twenty-five dollars (\$25.00). Prior to the engagement being performed, CARAS will verify the membership status of the engaged musician(s) by contacting the Host Local and obtaining a Temporary Membership Permit Number on behalf of the non-member musician(s). TMP deductions will be remitted by CARAS and made payable to the Host Local within sixty (60) days of the completion of the event. The Host Local will assist CARAS by providing a sample spreadsheet listing the appropriate fees and TMP deductions. In the event any non-AFM musician requests it, a receipt for the TMP will be issued by the Host Local and will be applied towards their application to become a member of the AFM, provided the musician applies for membership within ninety (90) days from the first day of engagement.

8. BROADCAST & STREAMING

- a) It is understood that the JUNO Awards Broadcast, the JUNO Opening Night Awards and the JUNO Songwriters' Circle events may be broadcast and/or streamed under the CFM General Production Agreement, to which the Canadian Broadcasting Corporation (CBC) or streaming partner is signatory. Therefore, while CARAS is responsible for the artists' live performance fees, CBC or streaming partner will be responsible for and payroll the appropriate broadcast fees as per the Agreement.
- b) If CBC is not the producer, CARAS shall ensure that the independent producer involved is adherent to the General Production Agreement.
- c) Live streaming, or recording of any other kind by a third party is strictly prohibited, for any purpose whatsoever, in the absence of a CFM Agreement which specifically provides for such use.

WITNESS: The parties hereto have signed this Agreement as of the ¹⁸ day of January, 2019.

Canadian Federation of Musicians

The Canadian Academy of Recording Arts and Sciences

Alan Willaert

Allan Reid



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Allan Reid
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For AFM Local 390

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SCHEDULE 1

No performance or rehearsal on the engagement shall be recorded, reproduced, broadcast or transmitted from the place of performance, in any manner or by any means or media whatsoever, in the absence of a specific written agreement with the American Federation of Musicians relating to and permitting such recording, reproduction, broadcast or transmission. This prohibition shall not be subject to any waivers or procedure of arbitration and the American Federation of Musicians may enforce this prohibition in any court of competent jurisdiction.

On behalf of the Purchaser, the Leader will distribute the amount received from the Purchaser to the Musicians, including himself, as indicated in this agreement. The amount paid to the Leader includes the costs of transportation, which will be reported by the Leader to the Purchaser. The Purchaser hereby authorizes the Leader on his behalf to replace any Musician who, by illness, absence, or for any other reason, does not perform any or all of the services provided for under this agreement. The agreement of the Musicians to perform is subject to proven detention by sickness, accidents or accidents to means of transportation, riots, strikes, epidemics, acts of God, or any other legitimate conditions, beyond the control of the Musicians. The Purchaser 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 agreement must be members of the American Federation of Musicians and nothing in this agreement shall ever be so construed as to interfere with any obligations which they may owe to the American Federation of Musicians.

The parties to this agreement will submit every claim, dispute, controversy or difference involving the musical services arising out of, or connected with this agreement, and the engagement covered thereby, to the appropriate Local for local engagements, or the Canadian office of the American Federation of Musicians for all travelling engagements. If a mutually acceptable settlement between the parties is not reached, either party to this agreement may proceed to the appropriate Canadian court of justice for an adjudication of the matters in dispute.

The Purchaser represents that there does not exist against him, in favour of any musician-member of the American Federation of Musicians, any claim of any kind arising out of musical services rendered for the said Purchaser. It is agreed that no musician-member of the American Federation of Musicians will be required to perform any provisions of the agreement, or to render any services for the said Purchaser, as long as any claim is unsatisfied or unpaid, in whole or in part. The Purchaser in signing this agreement for himself, or having same signed by a representative/designee, acknowledges his (her or their) authority to do so and hereby assumes liability for the amount stated herein.

Any member or members who are parties to or affected by this agreement, whose services thereunder or covered thereby, are prevented, suspended or stopped by reason of any strike, ban, unfair list order or requirement of the Federation, shall be free to accept other engagements of the same or similar character, or otherwise, for other purchasers of music or other persons without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this agreement to the contrary notwithstanding.

The Purchaser hereby covenants and agrees to obtain and pay, prior to the engagement mentioned in this agreement, all and any licenses and fees required to be obtained by 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 with respect hereto, and indemnify and save harmless the Musicians and their Representative of and from any and all claims now or hereinafter made by them or any one or more of them with respect to the said engagement.

No deduction from agreed price shall be made for holidays or other layoffs unless herein specified.

This contract cannot be cancelled without the express, written consent of both parties.

CFM/JUNO AGREEMENT – Sideletter #1

There will be no objection to the Host Local setting up an information booth in the host hotel, when the hotel's physical layout allows. All associated costs covered by CFM.

The CFM and/or the Host Local have personnel who are conversant and experienced in many aspects of the music industry, such as recording, television and movie production, immigration and jingles. These folks will be made available, for no fee, to participate during workshops or panels which may be presented during the JUNO week.

Canadian Federation of Musicians

The Canadian Academy of Recording Arts and Sciences

Alan Willaert

Allan Reid



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