



## **Memorandum of Agreement**

Between

**The Canadian Federation of Musicians  
(CFM)**

and

**East Coast Music Association Inc.**

## **PREAMBLE**

This Agreement sets out the terms and conditions under which the East Coast Music Association Inc. (hereinafter referred to as the "ECMA" or the "Producer") 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, by-laws, rules and regulations of the AFM/CFM 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.

Canadian Federation of Musicians (CFM) is the Canadian National office of the American Federation of Musicians of the United States and Canada (AFM), being the Canadian based organization for all AFM activities within Canada, governing Canadian Agreements, AFM Canadian members and AFM Canadian Locals.

The ECMA recognizes the CFM and its locals as the exclusive bargaining agent for all musicians, performers and other artists engaged for, or performing at, ECMA awards shows and performances (including showcases).

The ECMA and the CFM and its locals agree that this Memorandum of Agreement is a voluntary recognition agreement as understood pursuant to the governing legislation in each of Nova Scotia, New Brunswick, Prince Edward Island, and Newfoundland and Labrador and that the CFM and its locals will file this Memorandum of Agreement as a voluntary recognition agreement with the appropriate authority in each province. The ECMA and the CFM and its locals further agree that once so filed this Memorandum of Agreement will constitute a binding voluntary recognition agreement as understood pursuant to the governing legislation in each province.

This Agreement made this 20th day of January, 2020, by and between the Canadian Federation of Musicians and the ECMA.

The host local is the AFM local having jurisdiction of the location where the ECMA conference, awards and performances take place.

## **1. TERM**

The term of this agreement shall be from January 20th, 2020, through January 19, 2023. If the parties fail to execute a new agreement on or before the expiry date, extension of this Agreement shall continue on a year to year basis and shall be a matter of mutual consent between the parties. The parties agree to set dates to bargain a successor agreement between May and June of 2022, or the very earliest date of availability thereafter.

## **2. CFM SECURITY PROVISION**

The Producer shall use commercially reasonable efforts to cause each venue to engage only the services of musicians in good standing of the American Federation of Musicians of the US and Canada for any musical performances forming part of the event.

## **3. CFM AND HOST LOCAL REPRESENTATION**

The CFM and/or the host local shall be entitled to a total of eight (8) complimentary performer credentials for the engagement, such credentials to be used for the sole purpose of allowing representatives of the CFM/host local to gain access to venues for the purpose of conferring with the musicians. The Producer shall provide a free space adjacent to/across from the registration desk in the trade show operated by the Producer if/when possible, or, at the very least, within a high traffic area or in the designated tradeshow area, and assist in advertising and conducting a workshop regarding CFM membership during the conference aspect of the awards/showcase events. The time and place of such will be negotiated between the parties. The CFM and/or the host local will also be permitted to place an ad in the event program, inserts in the delegate bags and/or host a networking event (i.e. Network Mixer).

## **4. Showcase Performances**

The Producer shall pay performers engaged minimum fees, as set out in the table below, for showcasing (musician), this is a musician not performing at the awards show, for a period of not more than 1.5 hours. Musicians shall have the right to negotiate higher fees than such minimums. Musicians shall be engaged under a CFM Live Performance Contract (LPCC attached) and the Producer shall, not later than seven (7) days prior to performances, forward copies of all contracts and a preliminary list of all performers to the host local. The attached Schedule 1 shall form part of this agreement as and when the application of this Agreement is in respect to an agreement between Producer and a musician performing under a temporary member permit. Schedule 1 shall also apply to the agreement between Producer and a musician performing under a temporary member permit. The Producer will also provide all-access conference badges to each musician showcasing at the event.

<b>Year</b>	<b>Leader Minimum Fee</b>	<b>Sideman Minimum Fee</b>	<b>Pension</b>
2020	\$145	\$100	10%
2021-2022	\$145	\$100	10%

## **5. MISCELLANEOUS ENGAGEMENTS**

Musicians engaged for other performances, such as opening receptions, Mayor's reception (excluding showcases & awards shows) shall be engaged in accordance with the host local's tariff of fees. Musicians shall be engaged under a CFM contract (LPCC) and the Producer shall, not 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. In lieu of CFM contracts, the attached Schedule 1 shall form part of this agreement.

## **6. AWARDS SHOWS**

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## **2020: Special Streamed Award Show:**

As a result of COVID-19 related social distancing requirements, it is understood that ECMA is producing their 2020 Award Show, which will be streamed. The understanding of the parties is as follows:

- a. 11-12 performances, all pre-recorded, across 4 cities (Toronto, Fredericton, St. Johns, Halifax)
- b. In recognition of the fact that there will be no live audience/broadcast and lessened performance-related requirements from the musicians (i.e. travel, cartage, sound check in times, etc.), the primary engager [ECMA] rates for 2020 are reduced as follows:
  - \$125/musician + 11% pension
  - Work dues deductions applicable to all performing artists at 5.5% of the base performance rate
  - Temporary Membership fees as per Article 7
- c. CBC will be responsible for payments for the following uses/distribution:
  - a. Terrestrial TV broadcast across CBC Atlantic channels
  - b. Streaming on GEM (Canada-wide geo-fenced)
  - c. Audio only, CBC Radio Broadcast of Awards performances – likely on East Coast Music Hour program

Again, as a result of present climate due to COVID-19, the CBC will be afforded a reduction on the C1 Remote Rate, under the terms of its collective bargaining agreement with the CFM. Although this will be a Regional Broadcast, the 50% Local Broadcast Discount will be applied, bringing the fees payable by CBC to \$103 per musician, plus 12% pension for each performing musician, per the CBC Agreement.

These above amounts are to be paid by the CBC, and, are over/above the ECMA primary engager rate of \$125 plus 10% pension, which is being viewed as our traditional live-performance rate

## **2021-2023 Award Shows:**

This section applies only to musicians performing at the awards show, and not to otherwise showcasing musicians.

The base rate including both the live performance plus the initial broadcast right is \$240 per musician.

This fee covers one sound check, the broadcast rate and live performance rates.

Upon initial payment of scale fees as declared and contracted herein, full unlimited release rights for Canadian ECMA TV and streaming, for one year from date of first airing (establishing a one year broadcast window).

Temporary member permits must be completed and paid for each non-member performing. Work dues will be in the amount of 5.5% of the fees paid by the Producer to all performing artists engaged by the Producer.

The Producer will make an 11% pension contribution, which is to be over and above all performance fees and remitted on behalf of all performing musicians. See Section 7 of this Agreement.

The Producer will also pay two (2) nights, double occupancy hotel accommodation for all musicians performing the award show and provide all-access conference badges to each said musician.

House Band:

Rates for House Band to be negotiated when applicable.

## **7. AFM/CFM MEMBERSHIP PERMITS & DUES**

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 as follows:

Individual Non-Member Rate: \$10

Groups of 3 or more: \$25

Prior to the engagement being performed the Producer will provide a master list of performers to the CFM for the purposes of being provided the AFM/CFM membership status of the engaged musician(s) by contacting the CFM and obtaining a temporary membership permit number on behalf of the non-member musician(s). The master list must include band name and first and last name of each individual as they have provided this information to Producer.

For musicians engaged, the Producer will deduct or pay on their behalf AFM work dues in the amount of (3%) of the scales listed in Articles 4 and 5. TMP deductions and AFM work dues pursuant to this Article will be remitted by the Producer and made payable *to the Host Local within thirty (30) days of the completion of the Event*. The Producer will also provide a complete final list of performing musicians to the CFM within thirty (30) days of the completion of the Event. The CFM will assist the Producer by providing a sample spreadsheet listing the appropriate fees and TMP fee deductions.

In the event any non-AFM musician requests it, a receipt for the TMP will be issued by the Producer and will be applied towards their application to become a member of the AFM provided the musician applies for membership within sixty (60) days from the first day of the engagement.

## **8. MUSICIANS' PENSION FUND of CANADA**

The Producer shall contribute the amount as stipulated under Section 4, of which are to be remitted over and above the prescribed minimum fees and sent to the Musicians' Pension Fund of Canada (the "Fund"). The Producer will remit such contributions to the CFM by separate cheque made out to the Fund within thirty (30) days after the engagement contracts have been submitted to the CFM. The CFM will forward such contributions to the Fund on behalf of the Producer.

## **9. ELECTRONIC MEDIA**

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The Producer shall ensure that no performance or rehearsal will be professionally recorded, reproduced, made available for commercial distribution, nor transmitted from the place of performance in any manner or by any means whatsoever, in the absence of a specific written agreement with or approved in writing by the CFM relating to and permitting such recording, reproduction or transmission. This prohibition shall not be subject to any procedure of arbitration and the CFM may enforce this prohibition in any court of competent jurisdiction.

The fees and conditions contained in this Agreement are specific to "live engagements" only. The Producer acknowledges that the CFM has in place negotiated Agreements with all sectors of electronic media. Therefore, in the event of any recording, reproduction or transmission of any kind and for any purpose, the Producer will sign a letter of adherence to the appropriate CFM Agreement, and the terms and conditions of that agreement, including but not limited to the payment of applicable fees and benefits, shall be in effect as well as those of this Agreement. The Producer has the right to record a 'not for commercial use' archival recording, of which segments of three minutes or less may be used for news or news magazine programs only. A copy of the recording will be filed with the CFM.

No AFM members shall be required to sign waivers/releases of any kind relating to their performance, intellectual property rights (including but not limited to royalties, reuse or new use) or materials, without the prior consultation and consent of the CFM.

#### **10. CONDITION**

The performance of this Agreement by both parties is conditional on both parties negotiating and agreeing to a sponsorship agreement, wherein the CFM will become a sponsor of the ECMA for the same term as this Agreement.

#### **10. SPONSORSHIP**

The CFM will make its best efforts to maintain a separately negotiated sponsorship agreement of the annual ECMA conference and awards. In addition to such sponsorship, the CFM will support ECMA application for additional funding through the AFM-Music Performance Trust Fund (MPTF). The MPTF Funding will be decided within each year, depending on the qualifying performances and number of artists engaged.

#### **WITNESS**

The parties have signed this agreement as of the day and year first written above.

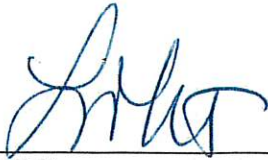
For American Federation of Musicians/CFM:

For: ECMA/The Producer



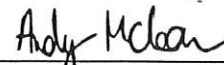
Alan Willaert  
Vice President from Canada

Dean Stairs  
Chair



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**Liana White**  
**Executive Director**



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**Andy McLean**  
**Chief Executive Officer**

#### 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 Producer, the leader will distribute the amount received from the Producer to the musicians, including themselves, as indicated in this agreement. . The Producer hereby authorizes the leader on their 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 Producer agrees that the Business Representative of the local host, 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 host 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 Producer represents that there does not exist against them, 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 Producer. 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 Producer, as long as any claim is unsatisfied or unpaid, in whole or in part. The Producer in signing this agreement for itself, or having same signed by a representative/designee, acknowledges 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.

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