

**AGREEMENT**

**Between**

**THE CALGARY EXHIBITION AND STAMPEDE LIMITED**

**And**

**THE CALGARY MUSICIANS ASSOCIATION  
LOCAL 547 – AFM**

**January 1, 2020 to March 31, 2021**

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## **ARTICLE 1 – APPLICATION AND DURATION**

- 1.01 This Agreement sets forth the minimum employment terms and conditions governing the services of American Federation of Musicians, (hereinafter referred to as AFM) members represented by the Calgary Musicians Association local 547, (hereinafter referred to as the Association) performing engagements for the Calgary Exhibition and Stampede Limited (hereinafter referred to as the Company) where the Company is the entertainment buyer from January 1, 2020 to March 31, 2021. Either party may serve notice to commence negotiating a new agreement not less than 60 days prior to the expiry date of this agreement.

## **ARTICLE 2 – DEFINITIONS**

- 2.01 High School, College, Stampede and other Amateur Bands – Non-professional musicians who perform for pleasure and receive no fee for performing, except where at the discretion of the Company an honorarium is offered. These performances are exempt from the Fees described in Appendix A.
- 2.02 Military Band – Performances of Military personnel according to Canadian Forces Administrative Orders.
- 2.03 Showcase - An event staged to exhibit the talent of the artist(s) to potential purchasers and not intended to circumvent the hiring of professional musicians. These performances are exempt from the Fees described in Appendix A.
- 2.04 Rehearsal Musician – A single musician engaged as an accompanist for rehearsing the Young Canadians or other shows.
- 2.05 Concert Band – AFM members performing in a traditional concert band.
- 2.06 Promotional Engagement - Any performance(s) by AFM member(s) intended to promote attendance and interest in the annual Calgary Stampede before or during Stampede time events, occurring on or off of Stampede Park, and for which no Park or other admission fee has been paid by the audience.
- 2.07 Non-Ticketed Engagement - Any performance(s) by AFM member(s), other than promotional engagements, where no performance related ticket is required. These include Stampede time event performances for which a Stampede Park admission fee has been paid by the audience, as well as any other musician engagement(s) throughout the year.
- 2.08 Ticketed Engagement – Any performance(s) by AFM member(s) with a specific performance related ticket.

## **ARTICLE 3 – WORKING CONDITIONS**

- 3.01 All AFM members contracted for the run of Stampede time events shall be issued appropriate passes to access the work place.
- 3.02 (a) Musicians playing engagements involving two (2) or more services shall be provided with a locked, clean storage room for instruments, cases and equipment.

- (b) The Company shall be responsible for the musicians' instruments, cases and equipment during transportation of same by the Company, and under the conditions stipulated in this agreement.
- 3.03 The Company reserves the right to determine dress requirements for contracted engagements.
- 3.04 Grandstand Show musicians will be provided with a locked, enclosed dressing room/storage room in the proximity of their working area.
- 3.05 Prior to the first rehearsal, the appropriate representative(s) from the Company shall meet with the orchestra Contractor to discuss working conditions including but not limited to weather protection, audio requirements, bandstand layout, and musician safety. The Company shall endeavour to provide such reasonable working conditions as are required to facilitate the best possible musical performance.
- (a) The Company will ensure that, on the Grandstand Show Bandstand:
- i. There is a protective guardrail behind all sections of the orchestra
  - ii. Waterproof covers are provided for drums, piano, percussion instruments, electrical equipment and amplifiers
  - iii. Secure stairs are provided for musicians' access to the stage and bandstand
  - iv. All reasonable efforts will be made to ensure that moving stages or platforms are safe for those musicians performing on same.
  - v. Concerted efforts will be made to ensure that the mobile stage is securely attached to the main stage, thereby eliminating excessive movement.
- (b) The Company agrees to carry Accidental Death & Dismemberment (AD&D) insurance coverage which affords a defined level of insurance protection against insured defined injuries suffered by AFM members where the performance requirements include high risk activities. This insurance coverage applies over and above any other insurance protection.
- (c) The Company may require musicians to engage in aerial manoeuvres as a requirement of a contract so long as this is made clear in writing prior to contracting. Aerial requirements added to a musician's role after they are contracted will be at the musician's option and shall not affect their contract should they decline.
- (d) In the event that musicians are required to perform aerial manoeuvres as part of their performance, the Company will be required to produce proof of a minimum of \$2 million in applicable liability insurance to the Association.
- 3.06 (a) During rehearsals, musicians will not be required to perform longer than 2 hours without break.

- (b) All Act Rehearsals will be conducted with full instrumentation, including rhythm instruments and amplifiers. Talk through rehearsals will not take place, except when caused by circumstances beyond the control of the producers.
- (c) Light refreshments as determined by the Company will be provided for orchestra members during dress rehearsals or extended rehearsals at the Stampede's expense.

**ARTICLE 4 – SHOW RECORDINGS**

- 4.01 The Association has no objection to pre-recorded music accompanying show performances, so long as the recordings have been recorded under an agreement with the AFM pertaining to the specific show, which the recording(s) accompany and the appropriate contracts or notification are filed with the Association as per article 7 prior to first use.
- 4.02 AFM members who record music for use in conjunction with any live performance at Stampede time events and who themselves do not perform on stage in that show, will be paid a usage fee per 15 minutes or part thereof of finished product to include all rehearsals and performances associated with that particular show during the run of that year's Stampede time event as follows:

<b>2020</b>	<b>2021</b>
\$442.89	\$447.32

Fees per 15 minutes or part thereof of finished product for any other usage outside Stampede time events will be as follows:

	<b>2020</b>	<b>2021</b>
<b>Per use</b>	\$31.64	\$31.96

**ARTICLE 5 – MEDIA AND PROMOTION**

- 5.01 No broadcast, telecast, filming, streaming or taping of musical services will take place, except when the same has been approved by the Calgary Musicians Association given at least seven (7) days' notice. For this agreement, streaming is understood to mean audio and/or video that is delivered to the end-user over the Internet via a streaming media server and is not downloadable.
- 5.02 News or Newsmagazine Programs may tape or record two (2) minutes or less of events involving music that are to be broadcast solely because of their newsworthiness, without payment to the musicians insofar as the Association is concerned.
  - (a) This provision shall also apply for use on the Company's and/or Young Canadians' web-site(s), provided the material is available in "streaming" format only and is not downloadable. Prior to such usage, the Association shall be notified of the web-site(s) on which any such material is posted.
  - (b) For streaming uses exceeding two (2) minutes, each musician will be paid per individual stream the overtime scales listed in Appendix A for Non-Ticketed events per half hour or less of stream plus pension. The Company will have use of such streaming broadcasts on its website and social media.

**ARTICLE 6 – EMPLOYMENT**

- 6.01 The Company agrees to contract members of the AFM for all events unless otherwise provided for in this Agreement.
  - (a) The Company agrees that it will utilize the services of Association musicians, as opposed to members of the other Locals of the AFM, wherever feasible, practical and appropriate, unless otherwise provided for in this Agreement.
- 6.02 The Company may contract non-members of the AFM when a reasonable but unsuccessful attempt has been made to secure competent member musicians.
  - (a) Such non-members shall be contracted according to the scales and conditions of this Agreement.
  - (b) Musicians who are not members of the AFM will apply for a Temporary Membership Permit (TMP). The TMP fee shall be 20% of the annual Association membership fee. TMP fees will be deducted from the musicians Performance Contract and remitted by the Company to the Association thirty (30) days following the conclusion of the engagement.

In the event any non-AFM musician is interested in becoming a member of the AFM, the TMP fee will be applied to the annual membership fee, provided it is within sixty (60) days from the first day of the engagement.
  - (c) The Company will deduct 2% of total scale wages from each performer’s cheque for all musicians contracted by the Calgary Stampede to cover union dues. Such deductions will be remitted to the Association within 30 days of the conclusion of each Stampede time event. This will include Stampede time event performances as well as other performances during that contract year. The Association agrees to notify members annually of the mandatory deduction.
- 6.03 The Grandstand Orchestra will be comprised of AFM members, of which at least 70% shall be Association members. In the event that a lesser percentage of Association musicians are used, the Company will employ Association members for alternative performance opportunities during the contract period and will indicate which performances are alternate. The Grandstand Conductor will be counted towards the Local minimum if they are a member of the Association.
- 6.04 The signing parties hereby acknowledge each other’s right to appeal the above minimums when extenuating circumstances exist.

**ARTICLE 7 – COMMUNICATION - Contracts & Notification**

- 7.01 (a) All engagements involving members of the AFM will be covered by fully executed AFM approved Company or AFM contracts, and such contracts will be filed by the Company in the office of the Association prior to the engagement.
- (b) Company performance agreements may be used in place of AFM contracts, provided said agreements are approved by the Association.

(c) In lieu of contracts, the Company will notify the Association with the details of any engagement covered by this agreement.

7.02 All Company performance agreements shall contain a form in which the names, Local numbers, SINS (SSNs) and/or AFM ID number of all musicians plus the contact information of the Leader are directed to be provided by member musicians.

7.03 Not later than thirty (30) days prior to the first day of Stampede time events, the Company shall provide the Association with the list of musical groups booked (tentative and confirmed), their primary contacts and the tentative schedule.

#### **ARTICLE 8 – PENSION**

8.01 The Company shall contribute an amount equal to 8% of scale for all services of musicians covered by this Agreement to the Musicians' Pension Fund of Canada. The Association shall submit an invoice to the Company along with a list of musicians for whom contributions are required.

8.02 Remittance of contributions shall be made no later than thirty (30) days following receipt of the invoice. The Association will remit such contributions to the Fund on behalf of the Company.

**Signed, and delivered for:**

The Calgary Musicians Association, Local  
547, American Federation of Musicians of  
the United States and Canada

\_\_\_\_\_  
Doug Kuss, Secretary Treasurer

Date \_\_\_\_\_

\_\_\_\_\_  
Kit Johnson, Vice-President

**Signed, and delivered for:**

The Calgary Exhibition and Stampede  
Limited

\_\_\_\_\_  
Rod Tate, Director, Programming

Date \_\_\_\_\_

\_\_\_\_\_  
Bob McCullagh, Director, People Services



## APPENDIX A

**MINIMUM FEES** – \$ Rates are for 3 hours or fewer unless stated otherwise. (Rain or shine)  
**Note: Rates are effective January 1**

ENGAGEMENT	MUSICIAN		2020	2021
<b>Concert Band</b>	Leader		\$122.55	\$123.78
	Musician		\$81.70	\$82.52
	Overtime	Per 1/2 hour	\$24.84	\$25.10
<b>Rehearsal</b>	Pianist	Per hour ≤ 3	\$39.74	\$40.14
	10 days before Stampede		\$49.68	\$50.18
	Overtime	Per 1/2 hour	\$23.74	\$23.98
<b>Promotional</b>	Leader/Single		\$189.90	\$191.80
	Musician		\$126.97	\$128.24
	Overtime		\$24.84	\$25.09
<b>Non-Ticketed</b>	Leader/Conductor	≥ 8 musicians	\$346.13	\$349.59
	Leader/Conductor	< 8 musicians	\$259.60	\$262.20
	Single		\$259.60	\$262.20
	Contractor (performing)		\$346.13	\$349.59
	Contractor (non-performing)		\$199.03	\$201.01
	Musician		\$173.07	\$174.80
	Musician Steward		\$199.03	\$201.01
	Overtime/Streaming	Per 1/2 hour	\$34.23	\$34.57
<b>Ticketed</b>	Leader/Conductor		\$454.75	\$459.29
	Contractor (performing)		\$454.75	\$459.29
	Section Leader		\$236.47	\$238.83
	Lead Trumpet		\$254.65	\$257.20
	Split L. Trumpet (each)		\$227.38	\$229.65
	Drummer		\$254.65	\$257.20
	Feature/Single		\$272.85	\$275.58
	Musician Steward		\$209.18	\$211.27
	Contractor (non-performing)		\$209.18	\$211.27
	Musician		\$181.90	\$183.73
	Note Rehearsal		\$134.15	\$135.49
	Double 1 (one additional instrument)		\$236.47	\$238.83
	Double 2 (two additional instruments)		\$263.76	\$266.39
	Overtime	Per 1/2 hour	\$35.61	\$35.96

**NOTES:**

1. Performances not identified in these engagements shall be compensated in accordance with the fees listed for Non-Ticketed.
2. **Feature Musician** – a musician from the accompanying ensemble required to perform on stage as part of an act or production number for one or more musical numbers.

## **CARTAGE OF HEAVY INSTRUMENTS**

On those engagements requiring cartage, it shall be provided at the expense of the Stampede, at the following rates:

<b>Instrument/Equipment</b>	<b>2020</b>
Accordion (120 Bass), String Bass, Tuba, Contra Bassoon, Euphonium, Baritone Sax, Amplifiers, Electronic Keyboards, Alpine Horn, Misc. Equipment Cases (25lbs +), Mixing Console, 2 Speakers (main or monitor), Rack Mounted Equipment (power amps/effects), Set of 4 Lights, Follow Spots (per light)	\$15.00
each additional instrument, amp, case, speaker pair, rack, set of 4 lights	\$7.50
Bells, Drums, Misc. Percussion, Vibes, Tympani (per drum), Xylophone, Pedal Steel	\$25.00
Harp, Console Organ (i.e. Hammond B3), Harpsichord, Electronic Grand Piano (or equivalent), Chimes, Marimba	\$60.00