

**AGREEMENT  
BETWEEN  
UNIVERSITY OF CALGARY (U OF C)  
AND  
THE CALGARY MUSICIANS ASSOCIATION, LOCAL 547  
OF THE  
AMERICAN FEDERATION OF MUSICIANS OF THE  
UNITED STATES AND CANADA (CMA)**

**ARTICLE 1. - RECOGNITION**

The signing parties recognize:

- 1.01 University of Calgary as a presenter of live music engaging professional musicians.
- 1.02 The Calgary Musicians Association, Local 547, of the American Federation of Musicians of the United States and Canada as the sole bargaining agent for those of its members who are engaged by the University of Calgary as performing professional musicians.

**ARTICLE 2. - APPLICATION AND DURATION**

- 2.01 This Agreement sets forth the minimum rates and conditions governing the services by AFM musicians, rendered under the auspices of the University of Calgary.
- 2.02 This Agreement is in force from the first day of September 1, 2021 until August 31, 2022.
- 2.03 The signing parties hereby agree to commence negotiations of a new Agreement before July 30, 2022. 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.

**ARTICLE 3. - GENERAL CONDITIONS**

- 3.01 When engaging musicians, the University of Calgary will give preference to appropriate musician members of Local 547 or other AFM Locals.
- 3.02 The University of Calgary shall provide the Calgary Musicians Association with a list of series programs prior to the beginning of each music season. Local 547 will assist the U of C with formulating a list of AFM members performing in a series program and will verify the musicians' eligibility and invoice the University of Calgary based on fees set forth in this agreement. The attached Schedule 1 shall form part of this agreement.
- 3.03 All rates herein listed shall be for a maximum of three (3) hours.

3.04 If musicians engaged by University of Calgary participate in activities that are covered by other AFM agreements, the applicable agreement shall be in force, as well as this agreement.

**ARTICLE 4. - FEES**

4.01 Musicians engaged to perform will be paid not less than the current Casual scale listed in the Calgary Musicians Association Tariff of Fees.

**ARTICLE 5. – MUSICIANS’ PENSION FUND of CANADA**

5.01 The Society shall contribute an amount equal to 10% over and above the total fees (see Art. 4.01) for AFM musicians covered by this Agreement to the Musicians’ Pension Fund of Canada. The CMA will remit such contributions to the Fund on behalf of the employer.

**ARTICLE 6. – GENERAL**

6.01 The University of Calgary agrees to pay on behalf of the musicians Local 547 work dues in the amount of 2% of minimum fees. Said payments and Musicians’ Pension Fund of Canada contributions shall be remitted by cheque payable to the Calgary Musicians Association and sent to the Association within thirty (30) days of the performance.

6.02 It is understood and agreed that all fees set out in this Agreement are the minimum payment to be made by University of Calgary and that the AFM members shall always have the right to negotiate individually with the University of Calgary for compensation in excess of said fees.

Signed, Sealed and Delivered for the Calgary Musicians Association, Local 547, AFM by:

\_\_\_\_\_  
Mike Little, President

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

\_\_\_\_\_  
Date

Signed, Sealed and Delivered for University of Calgary by:

\_\_\_\_\_  
Rod Squance, Music Chair, Division of Music,  
School of Creative and Performing Arts,  
University of Calgary

\_\_\_\_\_  
Date

## 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.**