

AGREEMENT

Agreement reached this 15th day of June, 2023 by and between Detroit Federation of Musicians, Local 5 AFM ("Union") located at 20833 Southfield Rd. Southfield, Michigan 48075, and Detroit Jazz Festival ("Employer") located at 19908 Harper Rd. Harper Woods, MI 48225.

This Agreement covers the employment of all musicians represented by the Union (hereafter called "musicians") by Employer during the terms of this Agreement, including performances at the 2023 Detroit Jazz Festival, Detroit, Michigan but excluding musicians who perform as a part of student ensemble(s).

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative of all Local 5 musicians it engages during the term of this Agreement and recognizes the rights and obligations of the Union to negotiate the wages, hours and terms and conditions of employment of musicians, and to administer this Agreement on their behalf.

ARTICLE 2 – UNION SECURITY and CHECKOFF

A. Union Security: In the event there is a change in law, by statute, constitutional amendment, or judicial decision, so that obtaining or continuing employment under this Agreement may be conditioned on the payment of Union dues or service fees, the Employer and the Union agree that the following Union Security provision shall become effective:

Employer agrees that all Local 5 musicians who are members of the Union on the effective date of this Agreement shall maintain their membership in the Union, or pay a service fee in an amount not to exceed regular dues uniformly assessed against all members of the Union, representing only the musician's proportionate share of the Union's costs that are germane to its performance of duties as an exclusive representative, as a condition of employment under this Agreement.

This Article 2 shall not be operative, and neither the Employer nor any musician shall be under any obligation contained in this Article 2, while the relevant provisions of Michigan's 2012 Public Act 348 remain in effect.

B. Check-Off: The Employer agrees to deduct from each musician's pay, without regard to membership, an amount equal to lawful work dues, if any, and to remit same to the Union payable to Local 5, AFM each time musicians are paid, in accordance with deduction authorizations signed by musicians which are on file and provided to the Employer. Such deductions are payable to Local 5 and shall be sent on the Local 5 form provided by the Union along with pension benefit

contributions. The Union agrees to hold the Employer harmless for any liability incurred as a result of compliance with this section.

ARTICLE 3 - WAGE SCALES & CONDITIONS

A. The minimum wage scale for side musicians for one (1) performance shall be \$190.78

B. The minimum wage scale for the leader shall be \$381.56.

C. A performance consists of one (1) concert including a sound check. The total performance shall not exceed three (3) hours.

D. Rehearsals (2 hours or less) on the same day as the performance shall be \$112.06; Rehearsals of three hours or less not on the day of the performance shall be \$157.33. Additional hours to be pro-rated by the ½ hour. When required to double on more than one instrument add 15% of scale for each additional instrument.

E. Over-Scale: All wage scales stated in this Agreement are guaranteed minimums. Nothing stated in this Agreement shall be so construed as to prohibit any musician from negotiating for higher wages or better conditions, nor as to prohibit the Employer from agreeing to the same.

F. Cartage: Cartage shall be paid at the following rate for each occurrence in which a musician is required load-in and load-out the equipment listed below:

Amplifier	\$10
Accordion, String Bass.....	\$15
Drum Set, Keyboard	\$25
First Large Percussion Instrument.....	\$40
Latin percussion group or Percussion Accessory Group.....	\$18
Harp, Organ.....	\$50
Sound System (PA)	\$60

ARTICLE 4 - PENSION CONTRIBUTIONS

A. Pension: The Employer agrees to contribute on behalf of each musician an amount equivalent to 11% of each musician’s minimum wage scale ("scales wages"), to the American Federation of Musicians and Employers' Pension Fund (the "Fund"). Contributions shall be inclusive of all amounts required by the Fund’s Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits.

B. All contributions to the Funds shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such check(s) shall be accompanied by the Local 5 remittance form identifying for each musician for whom a contribution is made, the musician's

name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid. The check(s) and remittance information shall be transmitted to Local 5 services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part owner of the Employer.

The Employer agrees to be bound by The Agreement and Declaration of Trust establishing the American Federation of Musicians and Employer's Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

ARTICLE 5 - DISPUTE RESOLUTION

All disputes, differences or controversies which may arise between the parties to this agreement shall be resolved in the following manner:

A. Disputes shall be discussed directly between the two parties who shall make a good faith effort to resolve the matter.

B. In the event that the dispute is not resolved within 30 days after it has first been presented, either party may submit the matter to the Local 5 Executive Board. The decision of the Executive Board shall be final and binding.

ARTICLE 6 - ELECTRONIC MEDIA

A. Archival Recordings: Audio/Visual Archival Recordings may be made of any service for the use of the Employer, guest artists, grants agencies, and/or musicians for study and archival purposes.

B. News Programs: The Employer or its designee may audio-tape or video-tape up to fifteen (15) minutes of any service for timely promotional use on local news or magazine type programs with no additional compensation to the musicians, provided that the resultant showing of that service does not exceed three (3) minutes.

C. Promotional Announcements: The Employer and the Union may mutually agree, on a case-by-case basis, to the use of sections of audio or video recordings of services made under and subsequent to the execution of the Agreement for the production of Promotional Announcements. No additional compensation shall be paid to the musicians for the timely broadcast of such an Announcement if the following conditions are adhered to strictly:

1. The Promotional Announcement shall directly and exclusively promote the International Detroit Jazz Festival and its productions (including guest artists).
2. The Promotional Announcement shall be broadcast only on local radio or television stations.

D. Recording Prohibition: Except as otherwise explicitly provided above, no service or any part thereof shall be recorded, reproduced or transmitted from the place of performance in any manner or by any means whatsoever, by the Employer or by any other person, in the absence of a specific written agreement with or approved by the Union. This prohibition shall not be subject to Dispute Resolution mechanism contained in this Agreement, nor to any form of arbitration, and the Union may enforce this prohibition in any court of competent jurisdiction.

E. Federation Agreements: The Employer agrees to enter into the appropriate agreements with the Union prior to any recording done under its auspices, or any usage thereof not specifically provided for in this Agreement. Should any recordings made under Section A or B of this Article ever be used for any purpose not explicitly set forth in that Section including, but not limited to, for phonograph records, commercial announcements, or background music for any type of sound or film program, the Employer shall fulfill all conditions required by the appropriate agreement of the Union and/or the American Federation of Musicians, AFL-CIO, including, but not limited to, the payment of prevailing wages and benefits.

F. Video Enhancements: The Employer may make use of live video projections of the musicians displayed at the performance location. Any recordings made by this process will be subject to the provisions of this article same being ARTICLE 6 ELECTRONIC MEDIA.

ARTICLE 7-RATIFICATION

Once this Agreement is fully executed it will be subject to the ratification of the Local 5 Executive Board. The Employer will be notified of said ratification.

ARTICLE 8 - LENGTH OF INITIAL CONTRACT TERM

This Agreement shall be in effect from May 1, 2023, through April 30, 2024. The parties hereby agree to meet to discuss and negotiate renewal of this Agreement no later than March 1, 2024, and further agree that there will be no automatic renewal of this agreement by either party.

FOR THE UNION:

George Troia

(PRINTED)

DocuSigned by:
George Troia
75C76A19719E47D...

(SIGNED)

6/15/2023

(DATE)

FOR THE EMPLOYER:

Christopher B Collins

(PRINTED)

DocuSigned by:
Christopher B Collins
C046C53BF1964EF...

(SIGNED)

6/15/2023

(DATE)

Certificate Of Completion

Envelope Id: 06C1989E42DE424395FFE352414A89F0	Status: Completed
Subject: Please Complete with DocuSign: Detroit Jazz Festival 2023 AFM local 5.pdf	
Source Envelope:	
Document Pages: 5	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	chris collins
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	enter
	enter, CA 00000
	jazzprez@detroitjazzfest.org
	IP Address: 12.35.145.156

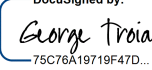
Record Tracking

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6/15/2023 8:24:28 AM	jazzprez@detroitjazzfest.org	

Signer Events

George Troia
 pres@detroitmusicians.net
 Security Level: Email, Account Authentication (None)

Signature

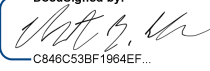
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Electronic Record and Signature Disclosure:
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chris collins
 jazzprez@detroitjazzfest.org
 President & Artistic Director, DJFF
 Detroit Jazz Festival Foundation, Inc
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 C846C53BF1964EF...
 Signature Adoption: Drawn on Device
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 Freeform Signing

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In Person Signer Events

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Editor Delivery Events

Status

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Agent Delivery Events

Status

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Intermediary Delivery Events

Status

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Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

kim colo'n
 finance@detroitjazzfest.org
 Security Level: Email, Account Authentication (None)

COPIED

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Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	6/15/2023 8:44:06 AM
Completed	Security Checked	6/15/2023 8:44:07 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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