



JAMAICA FEDERATION OF MUSICIANS AND AFFILIATES UNION

PRESERVING JAMAICA'S LIVE ENTERTAINMENT

**(876) 799-1045
SUITE 1, 2 TRAFALGAR ROAD,
KINGSTON 5**

JAMAICA FEDERATION OF MUSICIANS AND AFFILIATES UNION RULES, RIGHTS AND RESPONSIBILITIES ALL CATEGORIES REQUIRE SIGNED UNION CONTRACTS

Members may not undertake more than ONE FREE CHARITY engagement per year without the approval of the JFMAU Central Executive Committee. Should there be an admission charge to a charity show the Union requests 3% donation to the Welfare Fund.

PROTECTION OF LABOUR AND CONSTITUTIONAL RIGHTS

AT NO TIME SHOULD A JAMAICAN ENTERTAINMENT PRACTITIONER BE DISENFRANCHISED BY ANY EXPATRIATE/S OR FOREIGNER/S WHO ARE ENTERTAINMENT PRACTITIONERS, WHILST THERE ARE COMPETENT, QUALIFIED AND TRAINED JAMAICAN CITIZENS WHO NEED TO BE EMPLOYED AND MUST BE GIVEN FIRST PREFERENCE OF EMPLOYMENT.

In the event that an EXPATRIATE/FOREIGNER who is an Entertainment Practitioner requests a work permit from the Ministry of Labour, the process should be vetted by the JAMAICA FEDERATION OF MUSICIANS AND AFFILIATES UNION and the MINISTRY OF LABOUR for clearance and approval.

All EXPATRIATES /FOREIGNERS who are Entertainment Practitioners need to have the permission and approval of the JAMAICA FEDERATION OF MUSICIANS AND AFFILIATES UNION before performing on any stage/s in Jamaica. (Temporary ID cards).

CONTRACTS

The Performer is not an employee of the CLIENT / HIRING PARTY and must never be treated as such. The exclusive nature of the Agreement/Contract is limited to the duration of the Performance, and it is expected that the Performer will enter other similar agreements with other clients.



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CONTRACTS (cont'd)

Union contracts must be used for all short- and long-term engagements to protect the interest of both CLIENT/HIRING PARTY and practitioner. Contracts may need to be tailored to suit specific needs.

Performance times, length of performance, date and method of payment, must be specified in the Contract.

A deposit of at least 50% of the Performance Fee is required from the Client, once the Contract is signed, with the remaining balance to be paid as Contract stipulates, or as otherwise negotiated.

A yearly Contract should be signed between artist and touring musicians, specifying rules of engagement and disengagement.

For yearly contracts, a three (3) months' notice of termination must be given for touring practitioners by Artist/Manager to facilitate proper protocols relating to engagement and disengagement.

All steady engagement contracts i.e RESIDENT BANDS require clauses for:

- (a) Paid Vacation leave
- (b) Uniforms or costumes
- (c) Acceptable standard of accommodations or Room & Board equivalent in pay
- (d) Transportation
- (e) Holiday double time pay
- (f) Quadruple time for New Year's Eve
- (g) Notice of cancellation or termination 30 days
- (h) Duty meals and/or refreshments
- (i) Overtime
- (j) Copyright Protection
- (k) Acts of God Protection
- (l) Protection against poaching, filming and broadcasting
- (m) Rehearsal limitation



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RENUMERATION AND TIME OF PAYMENT

Resident Bands must be paid every Friday of each week.

Cabaret Performers/ Contracted Musicians must be paid on the day/night of their performance or as stipulated in the Contract.

Musicians and Performers must be paid for rehearsals and rate/s should be established, or agreed upon by all parties involved, or added to the Musicians'/Performers' Fee or as stipulated in the contract.

HOURLY RATE

Practitioners work on a per hour basis and should be compensated accordingly or as agreed in the contract.

CANCELLATION

A Client canceling a performance forty-eight (48) hours prior to Showtime will incur Performers Fee, once contracted or a written agreement is signed, i.e. email.

In the event that the Performer is unable to fulfill their obligations as outlined in the agreement, it is imperative that the Performer promptly secure a suitable replacement, or reschedule the performance, or provide the Client with sufficient notice to source a replacement. If a deposit was paid by the Client, it must be promptly returned.

For Stage Shows, if the Performer cancels within 48 hours prior to Showtime without reason, the deposit paid by the Client must be returned. If cancellation occurs on the part of the Client without reason, then the deposit will be kept by the Performer, or a new date negotiated.

SICKNESS AND ACCIDENTS

The Performer agrees to meet its obligations under an Agreement subject to legitimate incapacity by sickness or accident. Failure to meet its obligations under an Agreement will result in the Performer returning any and all outstanding deposits to the Client.



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FORCE MAJEURE

Neither the Performer nor the Client will be held liable for any failure to perform its obligations and payment under an Agreement where such breach is due to any of the following: hurricane, flood, storm, earthquake, epidemic, Acts of God, or any other legitimate cause beyond the reasonable control of the Performer and the Client during this FORCE MAJEURE event.

ACCOMMODATIONS/ CONDUCT

FOR SINGLE ENGAGEMENTS OUTSIDE OF PERFORMERS' AREA, ALL PERSONNEL MUST BE PROVIDED WITH ADEQUATE OVERNIGHT ROOM/S, CHANGING FACILITIES AND DUTY MEALS. IF ROOM AND MEALS ARE NOT INCLUDED IN THE ENGAGEMENT, THEN AN ADDITIONAL COST WILL BE ADDED TO THE PERFORMERS' FEE TO COMPENSATE FOR SAID ROOM AND MEALS.

FOR IN TOWN SINGLE ENGAGEMENTS ALL PERFORMERS/PERSONNEL MUST BE PROVIDED WITH PROPER PRIVATE CHANGE ROOM FACILITIES AND MEALS OR AS STIPULATED IN THE CONTRACT.

In FORCE MAJEURE and ACTS OF GOD, for IN TOWN SINGLE ENGAGEMENTS, Private Change Room(s) will become an overnight room(s) to house Performers/ Band Members. Adequate meals should also be provided.

Failure to provide the necessary accommodations and meals for practitioners required of the Client/ Hiring Party will be in breach of Contract, lead to a forfeit of the Performance, or a show delay until said issue is rectified. The Client/ Hiring Party is responsible for making alternative arrangements, should this occur, for accommodations, meals/drinks, transportation or as stipulated in the contract. If the performance is forfeited, the Client/ Hiring Party will incur practitioners fee and must be paid promptly.

Band members must be provided with Proper PRIVATE CHANGE ROOM FACILITIES AND MEALS following a band rehearsal in preparation for Showtime or as otherwise negotiated.



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ACCOMMODATIONS/ CONDUCT (cont'd)

Rooms should be prepared and equipped with all the necessary amenities at least four (4) hours prior to the scheduled performance, or as outlined in the Performer's Contract.

Practitioners **MUST NOT REMOVE / EXIT** the property with items belonging to said property i.e. towels, sheets, Coffee mugs, Coffee machine, TV, iron and Iron board, or else disciplinary action will be taken.

Practitioners will not abuse any service offered/ provided.

Practitioners are required to always conduct themselves in a professional respectful manner while at work. Anyone displaying obnoxious, unprofessional behaviour must be reported to the JFMAU via our email at jfmaunion@gmail.com or call us at (876) 799 -1045 to decide the best course of action to take.

No Practitioners, their Management Team or Crew will be in possession of, or consume, or attempt to sell any drugs at the show venue.

BAND CONTRACTORS/ BAND OWNERS/ BAND MANAGERS

(Please see Sections on CONTRACTS and RENUMERATION AND PAYMENT for more Information on Resident Band Payments and Contracts).

Band Contractors must ensure that the Minimum Rate Sheet and Union Contracts are enforced.

Band owners are responsible for ensuring that all equipment/systems used for Show Services, Resident and otherwise, are properly maintained, in excellent working condition and are of professional sound quality. Sufficient equipment, if needed, should be provided to ensure proper sound quality based on the size and location of the venue with the understanding that outside of contractual arrangements, the Client / Hiring Party is responsible for outsourcing and paying for equipment.



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BAND CONTRACTORS/ BAND OWNERS/ BAND MANAGERS (con'td)

Band Contractors / Band Owners / Band Managers, Clients and Artist Managers are required to adhere to proper protocols when engaging and disengaging practitioners. In the event of dismissal, three warning letters must be issued to the practitioner, followed by a hearing with the JFMAU before a decision on termination is finalized. It is imperative that all parties involved follow these procedures to ensure fairness and transparency in the termination process.

Band managers are responsible for ensuring that rehearsals start on time and that all musicians are in attendance, unless there are unexpected circumstances beyond their control.

Band Contractors/ Managers are responsible for hiring professional, competent practitioners to avoid mediocre performances and any form of misconduct.

Band Managers are responsible for ensuring that all Musicians are present backstage at least 15 minutes prior to showtime, providing a proper soundcheck was done earlier. I.e. Tuning of all musical instruments and microphone.

Band Contractors/ Owners / Managers are responsible for sourcing professional Sound Engineers for performances and any and all sound issues must be corrected prior to Showtime.

It is the right of Resident Band practitioners to enter and exit through the main entrance of any venue/property. All Band Managers/Leaders must enforce this right and stipulate in work contracts with the Client / Hiring Party.

Band Managers should ensure that all practitioners are unionized members with valid JFMAU IDS.

Resident Band practitioners are entitled to a fifteen-minute (15) break for every hour of performance and should work a maximum of four (4) hours per night.

No one should move or adjust practitioners' equipment without the consent / permission of the Practitioner or designated personnel.



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ARTIST/ TALENT MANAGER

Artist and Talent Managers are required to use contractual arrangements to stipulate management percentage. International rule states a fifteen to twenty percent (15- 20 %) of gross Artist revenue.

REHEARSALS

Performers and Musicians must be punctual for rehearsals. Sound Engineers and Roadies must be present at least an hour prior to rehearsal to set up and sound check.

Rehearsals, if held on the day of the show, must be properly organized and completed at least Three (3) hours prior to Showtime to allow check-in, rest, proper stage set up, sound check, meals and Showtime preparation.

Performers/Artist must submit show repertoire to the Band at least two (2) weeks to a month in advance of showtime in preparation for rehearsal.

Touring Practitioners will use their best judgment and discretion given tour dates, or as agreed by all parties involved or as stipulated in Contract.

It is imperative for all Hotel Entertainment Managers and Band Managers to proactively schedule bookings well in advance in order to provide musicians and artists with sufficient time to prepare for each performance. This advance planning is essential to ensure that all parties involved can deliver their best work and create a successful and memorable event.

Refreshments and bottled water must be provided by the Host/ Hotel/ Client for Practitioners during a band rehearsal at the show venue.

All backstage areas must be clean and equipped with fans, towels and bottled water, for the Performers and Musicians, and a mirror for costume changes, or as stipulated in Performers' Contract/ Rider. All towels must be left at said property by Practitioners post show or a fee will be deducted from salary. For touring musicians, a Rider should be submitted, and backstage requests outlined.



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PERFORMANCE GROUPS

Group Leaders/Managers are responsible for overseeing the check-in process for large groups at show venues or properties. Their primary responsibility is to ensure a smooth and efficient check-in experience by ensuring that all required documents are presented (i.e, Government ID/ Union ID) while effectively managing the flow of persons to prevent overcrowding and confusion.

Groups bringing in large musical equipment should ensure that Roadies are provided to take the equipment through the venue service entrance for set up and cleared with Security personnel.

INFRINGEMENTS ON RIGHTS, CORE VALUES, PRINCIPLES AND DIGNITY

1. Walking through Service Entrance and back gate of any organization
2. Discrimination in any shape or form
3. Racism/Classism
4. Performers changing in bathrooms, and under trees.
5. Discrimination in Restaurants and Bars
6. Fortnightly, monthly payment or longer for show performances
7. Theft of Labour

PER DIEMS

All arrangements for Per Diems to cover food and expenses should be signed into a JFMAU Contract and must include the following information:

- The total amount to be paid.
- Date and time of payment.
- Date of travel (if touring)
- Name of the Payor, name of Tour/Artist Manager and name of Artist/Group requiring services.
- Length of time service/s required.

ARTIST /TOUR Managers breaching these contractual arrangements will be held responsible by the Federation and its legal team.



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RIDERS

Tech/ Stage/ Performance and Hospitality Riders must be sent ahead of performance to Promoters and Organizers to ensure proper stage set up and hospitality requirements.

COPYRIGHT INFRINGEMENT

Performances should not be recorded and exploited by Promoters/Organizers without the permission/compensation of the Artists and Musicians involved. IT IS THE RESPONSIBILITY OF THE ORGANIZER/ PROMOTER/ CLIENT TO ENFORCE THIS PROVISION.

RECORDING STUDIOS

Ensure the protection of your royalties by completing split sheets prior to any music production in the studio. These split sheets must be signed along with a formal contract outlining the rights to third-party usage and licenses of completed compositions. The contract should also detail rules for engagement and disengagement, such as in the event of a band breakup, as well as guidelines for marketing, publicity, and proper attribution or credit on the final work. It is imperative to have these agreements in place to safeguard your financial interests and creative rights.

CLIENT / HIRING PARTY MUST PROVIDE ROOM, BOARD AND TRANSPORTATION (OR THE EQUIVALENT) FOR ARTISTES WHO HAVE TO TRAVEL OUTSIDE THEIR PARISH OF RESIDENCE.

INDEMNIFICATION

The Practitioner is responsible only for its own conduct. The Practitioner will be compensated by the CLIENT / HIRING PARTY for any and all damage done to the Practitioners' equipment by the Client / Hiring Party, its agents or guests. The Client / Hiring Party indemnifies and holds the practitioner harmless for any and all property damage or personal injury that results from or is related to the Performance that is not directly caused by the Practitioner.

The Client warrants and represents that it has, or will obtain, sufficient personal injury and property damage liability insurance with respect to the activities of the Client, its employees, agents or guests in relation to the Performance.



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SECURITY

The Client / Hiring Party will take reasonable precautions for the safety of the Practitioner and the Practitioner's equipment during all aspects of the Performance and at all times while the Practitioner and the Practitioner's equipment is at the show Venue /premises. (eg. A secured storage facility to house music equipment free from hazardous conditions).

The Client / Hiring Party is responsible for ensuring that only the Performer and its designated technicians and representatives are allowed on stage or in the backstage area unless otherwise invited by said Performer.

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Any unauthorized use of this document is strictly prohibited and may result in legal action.



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