

**MEMORANDUM OF AGREEMENT
BETWEEN**

**THE CANADIAN BROADCAST CORPORATION
(CBC)**

AND

**THE CANADIAN FEDERATION OF MUSICIANS
(CFM)**

It is understood between the parties that for the period November 1, 2024 to the date of ratification of terms laid out in this MOU, the parties have been operating under the terms of the CBC/CFM General Production Agreement in effect August 1, 2019 to October 31, 2024.

The following constitutes the amendments agreed between CBC and CFM General Production Scale Agreement.

Term: From date of ratification of the terms set out in this MOU, to October 31, 2027

Fees:

Scale rates in Module 6 will be rounded to the nearest dollar.

Module 6 rates to be increased by the following percentages:

Upon ratification: 6%

November 1, 2025: 1.5%

November 1, 2026: 1.5%

Letter of Guarantee

- \$2M each year, agree to extend for the life of the Agreement
- CBC to review the Guarantee annually during the term of this Agreement to evaluate whether the Guarantee is still aligned with the current level of in-house and commissioned production.

Amendments and Deletions

<i>Article #</i>	<i>Amended language (additions underlined, deletions struck through, explanatory comments in italics)</i>
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Preamble:

~~The parties recognized the need for a new~~ The approach to for producing and recording Content. ~~Working for a “forward thinking” approach, the following Concept was developed which:~~ under this Agreement follows a concept which:

- ~~No longer~~ Does not distinguishes between platforms, conversely fees for individual platforms are equal
- ~~No longer~~ Is not based on programme length or number of plays
- ~~No longer~~ Does not differentiates between rehearsal and actual recording
- Strives for an uncomplicated licensing regime for pre-purchased uses and supplemental markets
- Content may be used in whole or in part

New Preamble	CBC is committed to embedding sustainability into everything it does, including examining every aspect of the way it creates content. All parties working under this Agreement will make best efforts to respect that commitment.
Article 4.1	This Agreement shall be in full force from <i>(insert date of ratification)</i> until October 31, 2027.
Article 5 Definitions of Terms will now go from 5.1 - 5.40 due to new Article 5.7 below	
New Article and definition 5.7	<u>Branding Music: is a mnemonic or piece of music that captures a brand's identity and tells the viewer or listener they are watching or listening to CBC. Branding Music may be specific to a particular CBC service or platform (e.g. CBC GEM, CBC Radio 2, tou.tv) or a CBC division (e.g. CBC News, CBC Sports, CBC Music, ICI Musique). Branding Music could be used at the beginning of programming hours, at the opening of a web page, or as a common opening to every program within a division, separate from the Theme music which is connected to a specific programme or series.</u>
Current Article number 5.23	a) Use by CBC on CBC Branded Platforms:
New Article number 5.24	New Use is when the Musician's Base Fee does not cover the use described in Article 6.4 because:
	i) the audio track of a programme is synchronized in whole or in part with a new audiovisual programme, except where those programmes are thematically linked (e.g. Olympics), or;
	ii) An audio track or an audiovisual segment not recorded as Underscore or Theme is used as Underscore or Theme, or;
	iii) Underscore from one programme is used in another, in whole or in part.
	The terms and conditions for "Excerpt" use, as referred to in Articles 21.16, Article 24, or Article 26.2 as applicable shall apply when there is a New Use of segments within CBC programmes.

b) Licensed use of CBC produced Content by third parties:

New Use is when CBC produced Content is incorporated into a new production. The terms and conditions for New Use of CBC Content, in whole or in part, by a third party shall be governed by Appendix B.

Current Article number 5.37	Theme: music which may be utilized for programme openings/closings and intros/extros to and from commercials, for branding for a series, for each episode in a specific series, <u>and for branding of CBC divisions and services ("Branding Music")</u> .
New Article number 5.38	
Article 6.2	<p>The Minimum Call for any Musician(s) is three (3) <u>consecutive</u> hours. The fee for such call is comprised of a broadcast fee and a fee for three (3) hours of work time. Musicians will not be required to record Content unless contracted in advance.</p> <p>Unlimited Content can be recorded within a call, except as provided for in Article 22 (EMD). It is agreed, that on all sessions, there shall be a rest period of not less than ten (10) minutes per hour, and five (5) minutes per ½ hour. Such rest period shall not be taken in the first ½ hour of the scheduled session, and no session shall continue for more than 1 ½ hours without a rest period. Rest period time during a live recording may be taken prior to or after the recording.</p>
Article 6.6	If a Musician is engaged to perform between midnight and 8:00 a.m. or on a Statutory Holiday, a premium of fifty percent (50%) will be applied: New Year's Day, Good Friday, Easter Monday, Canada Day, Labour Day, <u>National Day for Truth and Reconciliation</u> , Thanksgiving Day, Christmas Day, Victoria Day (English Canada), Patriots Day (Quebec), Fete Nationale (Quebec).
Article 6.11	The Leader or Contractor shall provide the CBC the following information at the earliest possible opportunity <u>at CBC's request</u> , but no later than forty-eight (48) hours prior to the engagement: names of the Musicians, SINs and their addresses, <u>contact information and</u> , AFM membership status including <u>AFM ID Number</u> membership number where applicable. Prior to the engagement being performed, the CBC will establish the membership status of the engaged Musician(s) by contacting the Local in the jurisdiction of which the engagement is to be performed <u>or the CFM National Office</u> . <u>If the musician is a non-Member see Article 9.1</u> . The forty-eight (48) hour time limit may be waived where the

information is not available, but all missing information must be provided as soon as possible.

Article 6.22 The Contract Service Fee will be the equivalent of ~~11%~~ fifteen percent (15%) of the Musician's Base Fee and is sent directly to the Local having jurisdiction on all engagement contracts of three (3) Musicians or more, including Leader.

Force
Majeure,
Postponement
and
Cancellation

Article 8.1

Notwithstanding Article 16.2 f) and Article 8.4, in the event that an engagement is prevented from taking place because of ~~a labour dispute, illness of key Musician(s),~~ fire, flood or other similar catastrophes, government regulations or order issued because of national emergency ~~or other circumstances beyond the CBC's control and the CBC, where possible,~~ ("Force Majeure"), CBC will not be required to pay the Musician(s) except for their out of pocket expenses and for work hours they have already performed for the engagement, if CBC advises the AFM VPC and the Leader or Contractor of the circumstances at least forty-eight (48) hours prior to the engagement date. If the CBC is unable to so notify the AFM VPC and the Leader or Contractor within such time frame, CBC will pay the Musician(s) half the Musician's Base Fee in addition to the amounts payable in full outlined above. CBC will make best efforts to re-engage members affected by this clause to provide their services within ninety (90) days of the originally contracted service date(s) or on a date mutually agreed upon date. between CBC and the Musicians affected. If any of the Musicians booked for the postponed engagement cannot accept the rescheduled engagement date(s), or his/her their services are not required, they shall be paid the fees originally contracted. In the event the CBC fails to provide the forty-eight (48) hours notification when it is able to do so, the Musicians shall be paid for the engagement. In the event the CBC does not reengage the affected musician(s), the Musician(s) shall be paid the remainder of the originally contracted fee. If any engagement other than a Remote is cancelled, the Musicians must be paid the fees originally contracted.

~~In the case of a Remote engagement, the CBC shall use best efforts to record another performance of the Musicians. If the Remote is cancelled because of force majeure, the CBC will not be required to pay the Musicians.~~

New Article
8.2

In the event CBC cancels an engagement for any reason other than Force Majeure and is unable to rebook the engagement on a date that is mutually

agreeable to the CBC and the Musician(s), the Musicians will be paid the originally contracted fee.

New Article
8.3

In the event CBC postpones an engagement to later the same day, the Musician(s) will be paid at the A7 rate for each hour in between the end of the original time of engagement and the beginning of the new time of engagement. If any of the Musicians booked for the postponed engagement cannot accept the rescheduled engagement time, or his/her services are not required, they shall be paid the fees originally contracted.

New Article
8.4

In the case of a Remote where CBC is not the Prime Engager but for reasons set out in clause 6.20 pays a rate other than those set out in Module 4, the CBC shall use best efforts to record another performance of the Musicians. If the Remote is cancelled because of force majeure, the CBC will not be required to pay the Musicians.

Article 9
Engagement
of
Non-Members

Temporary Membership Permit/Non-Member

Musicians who are not members of the AFM may be engaged under the following provisions of this Agreement under the following conditions:

*Removing
bullet points
and adding in
lettering*

The following will apply only to Canadian citizens or Permanent Residents of Canada.

Article 9.1

A. This Temporary Membership Permit provision will apply to all engagements covered by this Agreement. Copyists engaged under Article 17 of this Agreement, Arrangers engaged under Article 18 of this Agreement, and EMD Musicians engaged under Article 22 or Module 2 cannot be engaged under the Temporary Membership Permit provisions except for EMD Musicians in a self-contained group on a live engagement.

B. A Musician engaged under a Temporary Membership Permit cannot act as either a Leader or a Contractor unless the entire group is composed of permittees.

C. The Temporary Membership Permit fee shall be deducted from the non-member's contract fee and shall be seventy-five dollars (\$75).

D. Temporary Membership Permit deductions and all other payments pursuant to this Article 9 will be remitted by the CBC on a monthly basis to the Local where the engagement was performed.

E. ~~Prior to the engagement being performed, in addition to the information provided by t~~The Leader and/or Contractor the and CBC shall establish the ~~membership status of the engaged Musicians(s) by contacting t~~ will carry out their respective responsibilities as set out in article 6.11. The Local in the jurisdiction of which the engagement is to be performed, and shall obtain or the CFM National office, as applicable, shall respond to CBC and provide a Temporary Membership Permit number on behalf of each the eligible non-member Musician(s) in a timely manner.

F. When there is a substitution or an unforeseen situation, the CFM will directly provide a pool of Temporary Membership Permits in blocks of one hundred (100) when the Local of jurisdiction is not available. (To be used in emergency situations only.)

G. Subject to Article 6.15 should the CBC engage a non-member Musician without having obtained a Temporary Membership Permit in advance of the performance of the engagement, the CBC will pay a penalty of two-hundred and fifty dollars (\$250.00).

This penalty shall not apply when CBC has made best efforts to contact the Local or CFM National prior to the engagement to establish the membership status of the engaged Musician(s).

9.2

Non-Canadian and/or Non-Resident Musician: When the provisions of Article 9.1 above are not applicable, the CBC shall pay a fee of one-hundred and twenty-five dollars (\$125.00) per Musician to the Local in the jurisdiction of which the engagement is to be performed or to the CFM National office.

Article 11 Cartage and Travel

When CBC or another Producer is the Prime Engager

11.1 Subject to prior authorization, the CBC shall pay not less than ~~twenty-five dollars (\$25.00)~~ seventy-five dollars (\$75) for the transporting any of the instruments listed in this Article as required for the engagement.

Cartage shall include placing and removal of the instrument(s):

- a) Percussion (including timpani, drum set, mallet instruments and any electronic music devices and related amplification equipment when required);
- b) Electric guitar and electric bass (~~including~~ only when amplifiers and related electronic equipment); are required;
- c) Harp;
- d) Keyboard instruments and related equipment not supplied by the CBC;
- e) String bass, tuba, cello, baritone saxophone, contra-bass, saxophone, contra bassoon;
- f) Any other instrument(s) requiring cartage over twenty-five kilograms (25kg)

Article 13.36

Latin World Percussion – the Latin World percussion category refers to hand drums, shakers, bells, rattles and related percussion instruments of ~~Ethnic origin~~ most of which do not appear in the standard symphonic repertoire, including, but not limited to the following: Conga Drums, Bongos Timbales (including cow bells and cymbals) Shakers, Maracas, Cabasa, Claves Gongs and Tam Tams Tambourine, Triangle, Finger Cymbals, Mark Tree, Bell Tree, Wood Block

- a) A percussionist must be contracted for only one (1) of the six (6) sections and must be informed by the Contractor or Leader prior to the engagement.
- b) A percussionist may double on an instrument or instruments in one (1) section other than the one in which s/he was engaged.
- c) A percussionist may play any or all of the instruments covered by the section in which a musician is engaged without charging a double. When ~~s/he an instrument from another section is played, plays any instrument or instruments in one other section,~~ an instrument from another section is played, doubling fees shall apply for each additional instrument.

Article 15.1 Musicians' Pension Fund of Canada (MPF Canada)

15.1 The CBC shall contribute an amount of twelve and one half percent(12.5%) of Musician's Contracted Fees for all services covered by this Agreement to the Musicians' Pension Fund of Canada (MPF Canada), created pursuant to Agreement and Declaration of Trust dated April 9, 1962. Such pension contributions shall be mailed to the Musicians' Pension Fund of Canada, 200 Yorkland Boulevard, Suite 605, Toronto, ON, M2J 5G1. sent to the AFM Local which has jurisdiction in the area where the Musician's engagement takes place. The AFM Local shall forward the pension contributions to the MPF Canada on behalf of the CBC. The CFM takes full responsibility for the proper transfer of

these pension contributions and, therefore, the CFM releases the CBC from any obligation or responsibility in this regard.

Article 16
Special
Categories

Musical Interviews:

a) Short Interviews:

Interviews with Musicians of fifteen (15) minutes or less for a Magazine Programme of which the musical portion shall not exceed six (6) minutes shall be paid at the C1 one (1) hour Remote rate, per Musician. This fee shall include one (1) hour of work time. Any work beyond one (1) hour shall be paid at the A7 work time rate, per hour. Additional years paid at the A5 rate. Should the musical portion exceed six (6) minutes, CBC will pay the A5 rate per minute for up to two (2) extra minutes of music.

b) Long Interviews:

Interviews with Musicians of thirty (30) minutes or less for a Magazine Programme of which the musical portion shall not exceed twelve (12) minutes shall be paid for at the C2 Remote rate, per Musician. This fee shall include two (2) hours of work time. Any work beyond two (2) hours shall be paid at the A7 work time rate, per hour. Additional years paid at the A7 rate. Should the musical portion exceed twelve (12) minutes, CBC will pay the A5 rate per minute, for up to two (2) extra minutes of music.

Temporary Membership Permits for Musical Interviews: \$75

Double fees for Leader or Single Musician do not apply to this Article.

Article 24
Programme
Segment
Excerpts

24.1 Programme Segments (Excerpts) New Use

a) Internal Use: The CBC has the right to extract a portion of a programme for insertion into another programme. Musicians taking part in each such segment/excerpt shall be paid in accordance with Rate A8 for insertion into one programme, for unlimited use (programme intact) in perpetuity. All Leader and Contractor step-ups apply. Such ~~extracts~~ excerpts shall be no more than three (3) minutes in length. Should CBC wish to use an excerpt over three (3) minutes in length, it shall pay for such excerpt at the A8 rate, plus the A4 rate for each minute over three (3). In no instance shall an excerpt be more than six (6) minutes

b) External Distribution: Where excerpts are being used by a third party, and the use does not constitute a New Use as per Article 5.23, the terms of 25.2 shall apply. Where it does constitute a New Use, the use shall be governed by the terms of Appendix B.

Article 26
Archival use

A Programme twenty (20) years or older, which has been dormant for at least two (2) years, in sixty (60) minute increments or less may be re-used for one (1) year on any CBC platform(s) upon payment of the A5 rate to each Musician, or for five (5) years on any CBC platform(s) upon payment of the A4 A2 rate to each Musician. In the circumstances where one musician records multiple instruments the musician will be paid at the above rates per instrument engaged.

A Programme of five (5) years or older, which has been dormant for at least two (2) years, in thirty (30) minute increments or less may be reused for one (1) year on any CBC platform(s) upon payment of the A5 rate to each Musician, or for five (5) years on any CBC platform(s) upon payment of the A4 A2 rate to each Musician. In the circumstances where one musician records multiple instruments the musician will be paid at the above rates per instrument engaged.

New 26.2
Archival
Excerpts

Archival excerpts of ten (10) minutes less from Programme(s) which have been dormant for at least two (2) years, may be used upon payment of the A5 rate to each musician for one (1) year of use on any CBC platform(s), and the A2 rate to each musician for five (5) years of use on any CBC platform(s). In the circumstance where one musician recorded multiple instruments the musician will be paid at the above rates per instrument engaged.