

# GENERAL PRODUCTION AGREEMENT

Between



The Canadian Broadcasting Corporation  
And



The Canadian Federation of Musicians  
October 1 2015 – September 30, 2018

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Preamble:

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

- No longer distinguishes between platforms, conversely fees for individual platforms are equal
- No longer based on programme length or number of plays
- No longer differentiates between rehearsal and actual recording
- Uncomplicated licensing regime for pre-purchase uses and supplemental markets
- “Content used in whole or in part”

This Agreement Between:

Canadian Broadcasting Corporation  
and  
Canadian Federation of Musicians

## **RELATIONSHIP BETWEEN THE PARTIES**

### **Article 1 - APPLICATION**

- 1.1 This Agreement sets out the terms and conditions under which the Canadian Broadcasting Corporation (hereinafter referred to as “the CBC”) engages Musicians and other persons covered by this Agreement within the exclusive jurisdiction of the Canadian Federation of Musicians (hereinafter referred to as “the CFM”).

The CBC recognizes the CFM as the exclusive bargaining agent for all independent contractors who are professional artists under the Status of the Artists Act and who are engaged by the CBC as per the terms and conditions of the Certification issued by the Canadian Artists and Producers Professional Relations Tribunal (CAPPRT), on December 10<sup>th</sup>, 2007, except for:

- a) artists within the scope of the certification issued to the Canadian Actors’ Equity Association by the Canadian Artists and Producers Professional Relations Tribunal on April 25, 1996 and subject to the 1996 understanding between Canadian Actors’ Equity Association and the American Federation of Musicians of the United States and Canada;
- b) artists within the scope of the certification issued to the ACTRA Performers Guild by the Canadian Artists and Producers Professional Relations Tribunal on June 25, 1996 and subject to the agreement between the ACTRA Performers Guild and the American Federation of Musicians of the United States and Canada dated May 14, 1996.
- c) artists within the scope of the certification issued to the Union des Artistes by the Canadian Artists and Producers Professional Relations Tribunal on August 29, 1996;
- d) artists when represented by Local 406 of the American Federation of Musicians of the United States and Canada, known as la Guilde des Musiciens du Quebec (hereinafter referred to as “La Guilde”), under the terms of the agreement dated October 23, 1996 between the American Federation of Musicians of the United States and Canada and La Guilde.

1.2 The parties further agree that with the exception of Copyists and Music Librarians, the provisions of the aforementioned certification and of the *Status of the Artist Act* shall take precedence over any other article in this agreement. In the event that the jurisdiction granted or implied by any other article in this agreement exceeds that of the CFM's certification under the *Status of the Artist Act*, the CFM's certification under the Act shall take precedence, and such article shall be considered null and void. In the event that the *Status of the Artists Act* is amended to include Copyists and Music Librarians, such inclusion shall be deemed to extend to this Agreement.

1.3 Notwithstanding the above, the CBC agrees not to engage persons as employees primarily to perform musical services covered by this agreement.

1.4 The parties agree that the English and the French texts of this Agreement are official. However, should a dispute arise over the interpretation or meaning of one text as opposed to the other, it shall be referred to the AFM Vice-President from Canada ("AFM VPC") and the CBC Director of Talent Rights Management or their designates, for resolution and the English text shall prevail.

1.5 **AFM Bylaw Recognition**

All present provisions of the constitution, by-laws, rules and regulations of the AFM/CFM are, insofar as the foregoing does not conflict with any of the provisions of this General Production Agreement, made part of this contract. For greater certainty, in the event that any such conflict should appear, the provisions of this Agreement shall prevail. The parties agree that the provisions of Article 1.4 shall not be subject to the grievance procedure.

1.6 **Governing Laws**

This Agreement shall be governed by the laws of the Province of Ontario, or the laws of Canada as may be applicable.

1.7 The provisions of this Agreement shall apply to material contracted under previous CBC/AFM Agreements.

**Article 2 – LIMITATIONS AND PROHIBITED PRACTICES**

2.1 The CBC agrees that it shall not produce internally or commission through independent producers programming, unless the musical Content has been produced under the terms of this or other applicable AFM/CFM agreements by a signatory thereto.

### **Article 3 – GRIEVANCE AND ARBITRATION**

- 3.1 The following procedure will apply in the event that there is a complaint or a difference relating to the interpretation, application, administration or an alleged violation of the Agreement. Any complaint or difference should be discussed, and settled if possible, at the time of its occurrence by the CFM or its Local's authorized representative and the authorized representative of the CBC.

**Step 1** – Any complaint or difference which cannot be settled as provided above must be put down in writing and filed through the CFM, or its Local of jurisdiction, with the CBC within thirty (30) business days after the knowledge of the occurrence giving rise to the grievance. To be considered a grievance, the complaint or difference must indicate the Article(s) of the Agreement allegedly violated, misapplied or misinterpreted and the relief or remedy sought. The CBC will provide a written reply to the grievance within fifteen (15) business days of its receipt.

The CBC has the right to file a written grievance with the CFM within thirty (30) business days at Step 2 of the grievance procedure.

**Step 2** – If the grievance is not considered settled by both parties following the Step 1 reply, the grievance shall, within fifteen (15) business days of the date of the reply, be referred to a grievance meeting with a representative of the CBC and the CFM.

**Step 3** - In the event that a grievance is not settled to the satisfaction of both parties as a result of the grievance meeting or by immediate subsequent correspondence delivered not later than fourteen (14) calendar days after the meeting, the matter may be referred to arbitration by either party. Notice of referral to arbitration shall be given within forty-five (45) calendar days following the grievance meeting. Such notice to be provided in writing to the CBC and to the Office of the AFM VPC and copied to the Local.

- 3.2 **Arbitration** – Where the parties have referred to arbitration, the arbitrator selected shall be mutually acceptable. If agreement is not reached on the appointment of an arbitrator within fifteen (15) business days following the notice of referral, the process for the appointment of an arbitrator described in the *Status of the Artist Act* shall be followed. The arbitrator shall hear and determine the grievance and issue a decision, and the decision shall be final and binding upon the parties. The arbitrator is not authorized to make a decision inconsistent with the provisions of this Agreement, or to alter, modify, amend, add or delete any part of the Agreement.

The expenses of the arbitrator shall be borne equally by the CBC and the CFM.

- 3.3 Any step in this Article may be extended by mutual agreement, in writing, between the parties.
- 3.4 **Governing Law** – This Agreement shall be governed by the laws of Canada

#### **Article 4 – DURATION, TERMINATION AND RENEWAL**

- 4.1 This Agreement shall become effective upon ratification and shall remain in force and effect until midnight, September 30, 2018 unless indicated herein.
- 4.2 This Agreement shall be automatically extended for six (6) month periods thereafter unless either party gives to the other party three (3) months notice of termination in writing prior to the date upon which the Agreement or any such renewal thereof terminates.
- 4.3 Notwithstanding Article 4.2 above, if the parties fail to execute a new Agreement on or before the expiry date of this Agreement, extension of the existing Agreement shall be a matter of mutual decision between the parties.

#### **Article 5 – DEFINITION OF TERMS**

In this Agreement, unless the context otherwise requires:

- 5.1 **AFM Local:** is an association of the AFM having, subject to the assignment of jurisdiction by the AFM, jurisdiction over the members of the AFM in a particular geographic area.
- 5.2 **AFM Member:** a Musician in good standing of any Local of the AFM.
- 5.3 **AFM Vice-President from Canada (AFM VPC):** the Canadian official of the American Federation of Musicians of the United States and Canada (AFM). The AFM VPC position is responsible for the administration of AFM/CFM affairs throughout Canada and is the primary representative of professional Canadian Musicians.
- 5.4 **Amateur Musician:** one who has not, at any time, performed for a fee (excluding compensation in the form of a scholarship or a prize as a result of a competition) and is not, nor has ever been, a member of the AFM.
- 5.5 **Arranging:** the art of making an arrangement of an already written composition for presentation in other than its original form. An arrangement shall include re-harmonization, paraphrasing and/or development of a composition so that it fully represents the melodic, harmonic and rhythmic structures and is in complete score form.
- 5.6 **Audition:** subject to Article 7.2, a performance not broadcast which is used to determine the suitability of the performance.
- 5.7 **Broadcast:** any transmission of programmes, whether or not encrypted, by radio waves or other means of telecommunication for reception by the public by means of broadcasting receiving apparatus.

**CBC Broadcast:** the Broadcast of programme Content by the CBC on any of its English

and/or French language stations, networks and any digital CBC branded platforms however distributed.

**Local Broadcast:** a broadcast of a programme over the facilities of only one station, which programme is not broadcast by any means over any other station and is not replayed or transmitted by any means outside of the coverage area of the originating station, or is otherwise destined for a single province or territory.

- 5.8 **Canadian Federation of Musicians (CFM):** the Canadian National office of the American Federation of Musicians of the United States and Canada (AFM), being the Canadian based organization for all AFM activities within Canada and its Territories, governing Canadian Agreements, AFM Canadian members and AFM Canadian Locals.
- 5.9 **Content:** is an audio and/or audio visual music recording.
- 5.10 **Contract Service Fee:** an administration and handling fee sent directly to the Local in whose jurisdiction the engagement takes place. See Article 6.23.
- 5.11 **Digital Audio Workstation (DAW):** programmable computer based software audio recording/production system used to control, capture, edit or manipulate and output the performance of the musical information of EMD's.
- 5.12 **Electronic Music Devices (EMD):** a digital, analog or hybrid electronic device that produces or reproduces musical and non-musical sounds (this includes, all computer based software virtual instruments (VI's) and hardware synthesizers, digital sampling devices, mobile devices, etc., whose sound is generated solely by digital and electronic means).
- 5.13 **Ensemble:** Two (2) or more musicians performing together as a group.
- 5.14 **Episodic Programming:** a unit of a multi-part programme, daily or weekly series or anthology.
- 5.15 **External Distribution (formerly known as Supplemental Markets):** refers to the distribution of Content by the CBC as per Module 5.
- 5.16 **Featured Musician:** a member of a musical ensemble playing a solo which is a major feature of the musical composition being played, or a member of an orchestra who is, during the performance of a given number, required to move from their orchestra position, either alone or with a group from the orchestra.
- 5.17 **Independent Sound Consultant (Music):** a member engaged on a separate contract to assist or advise the producer or sound technician as to the musical sound quality during additional work time or broadcast.

- 5.18 **Leader and/or Contractor:** the director of a musical ensemble whose responsibilities include engaging, representing and signing the contract on behalf of the Musicians, and the performance of the Musicians on the engagement.
- 5.19 **Magazine Programme:** is one in which performances are mixed with interviews and/or information segments of a dissimilar nature.
- 5.20 **Musician:** a professional artist engaged to perform solo or in a musical ensemble on acoustic, electric or digital instruments.
- 5.21 **Musician's Base Fee:** means the lowest fee before adding all step-ups to determine the Musician's Contracted Fee.
- 5.22 **Musician's Contracted Fee:** the fee payable under the terms of this Agreement to a member for services rendered as provided herein, including step-ups and other applicable fees, but excluding transportation, travel expenses and any overscale fees negotiated by the member.
- 5.23 **New Use:** is when the Musician's Base Fee does not cover the use described in Article 6.4 because;
- a) 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;
  - b) An audio track or an audiovisual segment not recorded as Underscore or Theme is used as Underscore or Theme, or;
  - c) 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 21.17 or Article 24 as applicable shall apply when there is a New Use of segments within CBC programmes. The terms and conditions for Distribution as referred to in Articles 25.2 (d) and 25.4 shall apply when there is a New Use of a CBC recording, in whole or in part, by a third party.

- 5.24 **Orchestra:** means a symphony, opera, ballet, or chamber orchestra performing a varied repertoire during recurring annual seasons under a Local Collective Bargaining (CBA) or Master Agreement with the Orchestra covering Musicians who have personal service contracts or are otherwise engaged on a consistent and continuing basis.
- 5.25 **Orchestrating:** is the scoring of the various voices and/or instruments of an arrangement without changing or adding to the melodies, counter-melodies, harmonies and rhythms.
- 5.26 **Overdubbing:** is the recording technique by which a Musician plays a second, or more parts in synchronization with tracks already recorded, to eliminate the need for additional Musicians/instruments, and is strictly prohibited except as provided for elsewhere herein.
- 5.27 **Prime Engager:** the person or entity that is not the CBC, responsible for the payment of fees for the live performance portion of a Remote, pursuant to the AFM/CFM live

engagement contract or a collective agreement.

- 5.28 **Pre-recording for Symphonic Orchestra:** means a recording of a portion of a programme for incorporation into a complete programme. During rehearsals at which pre-recording takes place, the orchestra may be divided for audio pick-up purposes. All members of the orchestra must be contracted for all sessions and paid for all sessions. Notwithstanding this provision, the parties agree that symphonic orchestral Musicians on sabbatical at the time of the recording shall not be paid for the recording or broadcast.
- 5.29 **Programme:** means sounds or visual images, or a combination of sounds and visual images, that are intended to inform, enlighten or entertain.
- 5.30 **Rehearsal Pianist (or other instrumentalist):** means a single instrumentalist who is not recorded while engaged to rehearse singers or actors for broadcasts or recordings.
- 5.31 **Remote:** a recording of a musical performance in whole or in part, which performance is not primarily produced by the CBC, and where Musicians are engaged and paid for the performance by the Prime Engager and not the CBC. CBC's recording of such performance has no bearing on whether or not the performance would take place.
- 5.32 **Sideline Musician:** a Musician who is filmed miming a performance on a musical instrument, but not recorded.
- 5.33 **Soloist:** an instrumentalist (other than a Featured Musician) performing a solo or solos with an orchestra during any musical selection or an unaccompanied solo work (excluding brief unaccompanied novelty or sound-effect bits).
- 5.34 **Soundtrack Recording:** an audio recording comprised of the music contained within Module 2 programming intended for CBC and/or commercial release.
- 5.35 **Sound Recording Labor Agreement (SRLA):** the AFM Agreement negotiated with the recording industry defining the engagement of Musicians in commercial recordings.
- 5.36 **Theme:** music which may be utilized for programme openings/closings and intros/extros to and from commercials, for branding for a series and for each episode in a specific series and for station IDs.
- 5.37 **Underscore:** music specifically created to accompany and augment dialogue or a visual scene, or to set a mood.

# MODULE 1

## GENERAL PRODUCTION

### Article 6

#### GENERAL TERMS and CONDITIONS (Unless specified elsewhere in the Agreement)

- 6.1 All fees set out in this Agreement are minimum fees. Nothing in this Agreement prevents Musicians from negotiating above the minimums as set out.
- 6.2 The Minimum Call for any Musician(s) is three (3) 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.
- 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.
- 6.3 Additional hours of work may be added to a minimum call. When the call is for five (5) hours or longer, it may be divided into two (2) segments neither of which may be less than two (2) hours. The break between segments shall not exceed three (3) hours.
- 6.4 Content recorded can be used in whole or in part across all CBC platforms and CBC branded platforms for one (1) year. Any one (1) year period starts on the date of the first use on any platform. However, where specific terms and conditions are outlined elsewhere in the Agreement, such as Theme and Underscore, those terms will apply.
- 6.5 If a pre-record is used for rehearsal or recording of other elements of a Programme, the Musicians who took part in such pre-records shall be deemed to be present and shall be paid the A3 rate.
- 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, Thanksgiving Day, Christmas Day, Victoria Day (English Canada), Patriots Day (Quebec), Fete Nationale (Quebec).
- 6.7 Excerpt payments and royalties based on New Use and distributions are to be forwarded to the CFM for distribution on a quarterly basis. Royalty payments of less than \$50 will be sent to CFM for distribution on an annual basis.

- 6.8 Fees and conditions governing the services of members for Local Broadcasts may be negotiated between the Local concerned and the CBC but requires the approval of the AFM VPC.
- 6.9 When the CBC engages a Musician and travel is required, the CBC shall negotiate a reasonable fee for transportation, per diem and accommodations, which shall not be less than the fees that apply to CBC personnel.
- 6.10 Only members shall be engaged for performance or service covered by this Agreement except as otherwise provided for in the Agreement.
- 6.11 The Leader or Contractor is responsible for selecting the Musicians to be engaged by the CBC.
- 6.12 The Leader or Contractor shall provide the CBC the following information at the earliest possible opportunity but no later than forty-eight (48) hours prior to the engagement: names of the Musicians, SIDs and addresses, AFM membership status including 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. 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.
- 6.13 Prior to the engagement and unless otherwise provided for, the CBC will negotiate and prepare a contract in accordance with this Agreement.
- 6.14 All Musicians engaged must be listed on the contract.
- 6.15 The AFM shall maintain an accurate North American membership list accessible to the CBC through the internet.
- 6.16 If the Leader or Contractor has not provided the correct information or the information is not made available in time, a contract will be created which will reflect the information provided and no penalty will be paid by the CBC.
- 6.17 A playing or non-playing Contractor is required whenever ten (10) or more Musicians (including the Leader and Contractor) are engaged. The Contractor shall:
- a) Be present for the entire engagement;
  - b) Be responsible, on behalf of the Leader, for selecting the Musicians to be engaged by the CBC;
  - c) Be responsible for the conduct of the Musicians;
  - d) Adhere in all matters to the laws and regulations of the Local, to any regulations of the CFM pertaining to this Agreement, and to all provisions herein.
- 6.18 Arrangers and Copyist contracts shall be submitted within fourteen (14) days following completion of work and shall, in all cases, indicate the fee on which the Musician's

Pension Fund of Canada contribution is to be calculated.

- 6.19 The CBC may elect to contract a specific group for a programme for a specific number of occasions under a term contract. The dates, times and places of the calls shall be listed in the contract. It is understood and agreed, however, that the CBC may change the schedule of calls (but not the number of calls) provided that the Leader or Contractor is advised in writing thirty (30) days in advance of such scheduled call. In the event that the CBC shall request a change less than thirty (30) days in advance, such change shall be subject to the terms and conditions of Article 8 of this Agreement.
- 6.20 The CBC shall pay individually to each member the applicable fees, unless specified elsewhere in this Agreement. However, a Musician may direct the CBC in writing to make payment to a third party, and a copy of the direction shall be provided to the Local. In all cases, a written contract for the engagement shall be executed between the CBC and the Musician(s). Where a Musician is under contract to a third party who, in turn, enters into a contract with the CBC that provides for the performance of the Musician(s), the third party shall ensure appropriate payment is made.
- 6.21 When CBC is recording a performance which is not being produced by it, in order for the CBC to use the rates set out in Module 6 [C Rates, Remotes], the Prime Engager of that performance or engagement must have a properly executed AFM/CFM Agreement with all musicians on the engagement and filed with the Local in the jurisdiction of which the engagement takes place. To verify that such negotiated agreement exists, CBC will email the Prime Engager, copying the Local in whose jurisdiction the performance is taking place, prior to the engagement. If such an agreement does not exist the CBC shall be deemed to be the producer of the performance.
- 6.22 The CBC agrees to deduct National and Local Work Dues as certified in writing to the CBC by the CFM and/or its Local(s). Deductions shall be remitted monthly to the Local(s) in the jurisdiction of which the engagement takes place or the CFM office when appropriate.
- 6.23 The Contract Service Fee will be the equivalent of 11% 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.
- 6.24 Any amendment to the deductions set out in Article 6.22 must be made in writing by the CFM and/or its Local(s) to the designated officer(s) of the CBC at least two (2) calendar months prior to the effective date of such amendments.
- 6.25 All Musicians employed under a Personal Services Contract by a recognized Canadian Symphony Orchestra and those Musicians who participate in the recording of the material shall be contracted and paid, except for those Musicians on sabbatical at the time of the recording.
- 6.26 Payments shall be made by the CBC not later than twenty-one (21) calendar days after

the date of the engagement. All payments will be made by the CBC on or before the due date. In the event that the CFM or the Local in the jurisdiction of which the engagement takes place notifies the CBC that a payment of original fees is late, and such payment is not made within fourteen (14) calendar days following such notice, the Musician(s) concerned shall be paid an additional two percent (2%) per month from the date of notice. The parties to this Agreement agree that late payments are not an acceptable practice, and the CBC agrees that every effort shall be made to correct the situation where it is the CBC's responsibility.

- 6.27 Whenever Musicians are engaged by the CBC or on behalf of the CBC, adequate facilities for the health, safety, comfort and convenience of the Musicians will be provided.
- 6.28 Where credit is given in CBC programming to other talent unions, equivalent credit will be given to CFM and in Quebec, the logo of La Guilde should also be included in the end credits. The CFM and La Guilde will make readily available to the CBC or other producers the logos and/or credit notes in any format desired.
- 6.29 An Independent Sound Consultant who is engaged on a separate contract to assist or advise the producer or sound technician as to the musical sound quality shall receive the A7 rate, with a three (3) hour minimum. CBC personnel, including producers, may not be engaged on AFM contracts for services as sound consultants when they are engaged for other services on the same programme/engagement.

## **Article 7 – REHEARSALS and AUDITIONS**

- 7.1 **Non-Recorded Music Rehearsals** (includes warm ups and after shows)
  - a) A minimum one (1) hour session is permitted, if/when required by the CBC, in circumstances where this rehearsal is contiguous to a recording session and where the music rehearsal ends within thirty (30) minutes of the start of the recording session.
  - b) A minimum two (2) hour session is permitted, if/when required by the CBC, in circumstances wherein this rehearsal is not contiguous to any other recording session(s) on the same day which includes warm-ups and aftershows.
  - c) A music rehearsal session is distinct from any recording session call: no recording or videotaping of any kind is permitted unless the appropriate fees are paid as outlined in this Article. The fee for non-recorded music rehearsal shall be as per the A7 rate for each Musician, and double for the Leader and Contractor if applicable. Additional time may be prorated in one-half (1/2) hour segments.
  - d) Overtime, when required, may be prorated in thirty (30) minute segments. Maximum two (2) thirty (30) minute segments permitted as a holdover on the two (2) hour rehearsal session.

Non-recorded: A7 rate per hour of non-recorded rehearsal time, with a minimum 3 hour session.

Recorded: A7 rate per hour of recorded rehearsal time, plus 50% Broadcast Fee (A4 rate), with a minimum 3 hour session.

Broadcasts: if recorded Content is broadcast, an additional 50% Broadcast Fee (A4 rate) shall be paid to each of the Musicians who took part in the rehearsal.

All performing conditions and/or percentage step-ups apply.

## 7.2 Auditions

All Musicians taking part in talent auditions, wherever held, shall be paid a non-broadcast fee as per A3 rates.

Auditions may be recorded subject to the following terms and conditions:

- a) If the audition is broadcast, the Musicians who took part in the audition recording shall be paid the additional broadcast fees as per A2 rate;
- b) Except as provided in Article 7.2 a), the CBC shall not, under any circumstances, exhibit such audition recordings publicly on broadcasts, in theatres, or in any other manner except privately to: i) CBC programme officials, and to, ii) prospective clients and advertisers for the purpose of selling a show of which the audition recording is a sample;
- c) In the event that the CBC retains a copy of an audition recording, terms covered in this article will be identified on all such copies;
- d) An accompanist playing for an audition or auditions, either vocal, instrumental or dramatic, shall be paid in accordance with the fees set out in A7 provided the performance is not broadcast or otherwise publicly exhibited in any way.

## **Article 8 – FORCE MAJEURE, POSTPONEMENT AND CANCELLATION**

- 8.1 Notwithstanding Article 21.22, 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, advises the AFM VPC and the Leader or Contractor of the circumstances at least forty-eight (48) hours prior to the engagement date, the CBC shall re-engage members affected by this clause to provide their services within ninety (90) days of the originally contracted service date(s) or a mutually-agreed-upon date. If any of the Musicians booked for the postponed engagement cannot accept the rescheduled engagement date(s), or his/her services are not required, they shall be paid the fees originally contracted. In the event that 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. 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.

## **Article 9 – ENGAGEMENT OF NON-MEMBERS**

### **9.1 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:

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

- 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 19 of this Agreement, and EMD Musicians engaged under Article 22 or Module 2 cannot be engaged under the Temporary Membership Permit provisions.
- 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.
- The Temporary Membership Permit fee shall be deducted from the non-member's contract fee and shall be seventy-five dollars (\$75).
- 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.
- Prior to the engagement being performed, in addition to the information provided by the Leader, the CBC shall establish the membership status of the engaged Musician(s) by contacting the Local in the jurisdiction of which the engagement is to be performed, and shall obtain a Temporary Membership Permit on behalf of the eligible non-member Musician(s).
- 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.)
- Subject to Article 6.16 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).

### **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.

- 9.3 CBC may use, without payment to the CFM, the musical performance services of non-members who fall into the following categories:
- a) Elementary school teachers and elementary pupils on school broadcasts produced by the CBC for elementary school use, and not broadcast in prime time, and in which no professional actors or singers appear;
  - b) Participants in a regular form of religious service broadcast from the place of worship during the service, which broadcast is produced by the Religious Broadcasts Department of the CBC (for Special Religious Services, see Article 10);
  - c) Amateur groups, provided that each Musician may not perform for the CBC more than once in any one (1) fiscal year. The CBC shall notify the CFM and the Local in the jurisdiction of which the engagement is to take place when an amateur group is utilized. CBC shall schedule not more than six (6) such broadcasts per fiscal year. On any broadcast to which this Article applies an appropriate credit announcement shall be made to CFM. If AFM members appear with such amateur groups, provided they are bona fide Members of such groups, they may appear or perform without fee, and;
  - d) Participants in bona fide talent opportunity programmes in which amateur instrumentalists are contestants, provided that an Ensemble comprising not fewer than ten (10) Members is engaged to perform for the programme, including all rehearsals.

#### **Article 10 – INCIDENTAL PERFORMANCES**

- 10.1 Notwithstanding any other provisions of this Agreement, the CBC may, without payment of any fee insofar as CFM is concerned, broadcast:
- a) An interview with a Member, in his/her capacity as a Musician, who may play any musical instrument for illustrative purposes for no more than one (1) minute. It is agreed that the CBC may never require any member to take part in an interview as a condition of the engagement in his/her capacity of member.
  - b) A public performance, either live or by means of recording, by Musicians or an excerpt from a CBC programme on a news or magazine-type programme that is made because of the newsworthy nature of the performance or to promote the performers or the performance, provided that no such broadcast shall exceed four (4) minutes or the length of a song, whichever is shorter, or be subdivided, and that no more than three (3) such pick-ups or recordings of different performances be broadcast in any thirty (30) minute period. Such public performances must be recorded within a one (1) hour time period. Such recordings cannot be used for documentary segments without permission from the AFM VPC. It is not the purpose of the CBC to utilize the provisions of this Article to produce “clip programmes”. The parties agree that in the case of bona fide news events, the CBC may request permission that the limitations contained in this Article be waived. Such permission shall not be unreasonably denied.
  - c) It is agreed that the four (4) minute limitation does not apply to the broadcast or recording of visits by the Reigning Monarch of Canada or His/Her Consort or state-motivated appearances of His/Her Representative (that is, the Governor-General of

Canada and the Lieutenant-Governors of each province of Canada).

- d) Music played at a primarily non-musical public event having no commercial connotation, where the music may be heard incidentally in the background, and is not announced or featured. This Article shall not apply to segments of an entertainment or commercial nature where the music is an integral part.
- e) A musical performance consisting of a commercial announcement (formerly known as a jingle or spot announcement) in conjunction with any type of broadcast, provided that, the said commercial announcement has been recorded in accordance with the regulations of CFM governing such commercial recordings, and further provided that the right conferred by this Article shall always be subject to the conditions, provisions and limitations contained in any contract between the advertiser and any member respecting such commercial announcement.

10.2 In all cases, the Local in which the performance is to take place must be named in advance of the CBC's intention to use this provision.

### 10.3 **Special Religious Services**

In the event that the CBC intends to broadcast a major religious oratorio event, which involves Members, the CBC agrees to advise the Local AFM office two (2) weeks in advance of the recording to determine the prime engager status.

## **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) 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 amplifiers and related electronic equipment);
  - 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.

## **Article 12 –STEP-UPS**

### **CBC Produced**

- 12.1 A Concertmaster of an Orchestra, who shall be the principal violinist, shall be employed on all engagements where eight (8) or more strings are used, shall be responsible for marking the bowings, and shall receive a fee of fifty percent (50%) over the Musician's Base Fee on all engagements, including additional work time.
- 12.2 A Soloist shall not receive less than double the Musician's Base Fee on all engagements.
- 12.3 A single Musician shall not receive less than double the Musician's Base Fee on all engagements.
- 12.4 A Featured Musician shall be paid an additional fifty percent (50%) above the Musician's Base Fee.
- 12.5 A harpist engaged under this Agreement shall be paid at the rate of fifty percent (50%) above the Musician's Base Fee.
- 12.6 A drummer playing drum set engaged under this Agreement shall be paid at the rate of twenty-five percent (25%) above the Musician's Base Fee.
- 12.7 A Musician engaged to play a marimba under this Agreement shall be paid at the rate of fifty percent (50%) above the Musician's Base Fee.
- 12.8 On Variety Programmes only, when three (3) or more Musicians are engaged in the trumpet section of a musical ensemble, the first trumpet shall be paid at the rate of twenty-five percent (25%) above the Musician's Base Fee. Additionally, if a Musician is engaged on a Variety Programme to play first trumpet with an EMD simulating two (2) or more trumpets, that Musician shall be paid at the rate of twenty-five percent (25%) above the Musician's Base Fee. See Article 16.
- 12.9 Leaders and Contractors receive double the Musician's Base Fee.

## **Article 13 – DOUBLING WHERE CBC PRODUCED**

**When requested by the CBC or the score calls for Doubling the following applies.**

- 13.1 The following doubling by an instrumentalist is permitted without the payment of any additional fee:
  - a) piano and celeste, when furnished by the CBC;
  - b) any two (2) of the clarinet family, other than bass clarinet, Eb clarinet, or contra-bass clarinet;
  - c) any two (2) of the saxophone family, other than bass saxophone, soprano saxophone or baritone saxophone;

- d) any two (2) of the guitar family other than steel guitar, dobro and electric bass with the understanding that playing both an electric guitar and an acoustic guitar shall qualify as a double;
- e) steel guitar and dobro;
- f) it is agreed that for groups such as Rock & Roll, or similar, that have been engaged by the CBC in a feature capacity (i.e. not accompanying or acting as a studio Ensemble), and further provided that the group is already organized and not engaged individually by the CBC, when Musicians are so engaged as a group, doubling regulations shall not apply.

13.2 With the exception of the authorized doubles set out in Article 13.1, an instrumentalist playing any additional instrument or singing (with the exception of Article 13.1(f), shall be paid, in addition to the Musician's Base Fee, an amount equal to thirty percent (30%) of the Musician's Base Fee for the engagement for the first double, and fifteen percent (15%) for the second and each subsequent double. (It is not the intention of this Article to circumvent any other agreement between the CBC and CFM and/or UDA.)

13.3 Instruments, which a percussionist may be required to play, are divided into six (6) sections as follows:

1. Timpani
2. Mallet Instruments – the percussionist may play three (3) of the following mallet instruments only. For each additional mallet instrument played a doubling fee shall be paid in accordance with paragraph 17.2:
  - a) Xylophone
  - b) Vibraphone
  - c) Marimba
  - d) Chimes (Tubular Bells)
  - e) Orchestra Bells (Glockenspiel)
  - f) Crotales
  - g) Other chromatic or diatonic acoustic mallet keyboard instrument.
3. Drum Set – Drum set shall consist of Bass Drum, Snare Drum, Tom Toms, Roto Toms, Hi Hat, Cymbals, Cow Bell and Wood Block.
4. Electronic Music Devices (EMD) – Electronic Music Devices - includes any and all electronic mallet, keyboard, pad or triggering devices used in conjunction with sound modules or sampling devices played by the percussionist.
5. Traditional Percussion and Sound Effects – Traditional percussion and sound effects shall include non-pitched percussion instruments found in the standard symphonic repertoire including but not limited to those in the following list:
  - Concert Bass Drum
  - Snare Drum (Field Drum, Tenor Drum, Parade Drum)
  - Cymbals and Piatti
  - Sound Effects (Slide Whistle, Pop Gun, Car Horns, Slapstick, Ratchet, etc.)

- Gongs and Tam Tams
- Tambourine, Triangle, Finger Cymbals, Mark Tree, Bell Tree, Wood Block

6. Latin Percussion – the Latin 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 s/he was engaged without charging a double. When s/he plays any instrument or instruments in one other section, doubling fees shall apply for each additional instrument.

13.4 A Musician engaged as a percussionist may play all the instruments within one (1) of the six (6) specified categories without additional payment. When the percussionist is required to play instruments from more than one (1) category, doubling fees shall apply as specified in Article 13.3. Where instruments appear in more than one (1) category (as in Categories 5 and 6), the Contractor or Leader, in discussion with the percussionist, shall decide which category will be used.

#### **Article 14 - DRESSING (INCLUDING COSTUMING AND/OR MAKE-UP)**

14.1 When a Musician is required to attend a costume, hair or make-up call s/he shall be paid for a minimum of two (2) hours at the A7 work time rate. Any time spent over two (2) hours shall be paid in half hour (1/2) segments.

14.2 If a Musician is required by the CBC to rent a costume, s/he shall be compensated by the CBC for the amount of the rental upon presentation of the receipt.

14.3 In the event that it is necessary for a Musician's make-up to be touched up or re-applied at any time, the time required for such touching-up or re-application shall not occur during intermission periods.

## **Article 15 – MUSICIANS’ PENSION FUND OF CANADA (MPF Canada)**

- 15.1 The CBC shall contribute an amount of twelve percent (12%) of Musicians’ 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 contributions shall be mailed to the Musicians’ Pension Fund of Canada, 200 Yorkland Boulevard, Suite 605, Toronto, ON M2J 5C1.
- 15.2 Pension shall be payable on all Musicians’ Contracted Fees as set out in this Agreement with the exception of cartage, any over-scale fees, travel and per diem.

## **Article 16 – SPECIAL CATEGORIES**

### **16.1 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.

#### **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 included 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.

Temporary Membership Permits for Musical Interviews: \$75

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

### **16.2 Sideline Musicians:**

- a) A Musician who is filmed miming a performance on a musical instrument, but not recording, must be engaged and paid as a Sideline Musician as per B10 rate for an 8 hour session.
- b) A Musician recording and sidelining simultaneously will be paid at the B11 rate for a three (3) hour session.
- c) Musicians may record at the prevailing session rate and also act as Sideline Musicians if engaged and paid to perform in both categories at different sessions (B11).

d) **Fees for Sideline Musicians**

- ii) Rate B10, per Musician, Leader double;
- iii) Eight (8) hour minimum call;
- iv) Overtime pro-rated in thirty (30) minute segments;
- v) Maximum ten (10) hour day of actual work time;
- vi) A meal break of no less than one (1) hour to be provided upon completion of no more than five (5) hours of a sideline session;
- vii) Meal break is in addition to normal breaks of ten (10) minutes per session hour.

e) **Notification of Calls:** All calls for Sideline Musicians shall be made no later than 6:00 p.m. on the day preceding the call, except in an emergency and except that, at the end of any photographic day, calls for the following day may be given to the Sideline Musicians.

f) **Cancellation of Calls:** The CBC shall have the right to cancel any call for any of the following reasons beyond its control:

- ii) illness in principal cast;
- iii) Fire, flood or other similar catastrophe;
- iv) Government regulations or order issued due to a national emergency.

In the event that any such cancellation, the Musician so cancelled shall receive fifty percent (50%) of the Basic Session fee.

g) **Basic Sideline and Recording Session**

- i. This section applicable only when the Musicians are originally booked to be filmed and recorded (audio) at the same session.
- ii. Basic Recording Session fees and terms to apply, plus a premium payment of twenty-five percent (25%). For example: Musician rate B11 [single session, maximum three (3) hours].

**Article 17 – COPYING**

17.1 The CBC agrees that the Copyists engaged as freelance, independent contractors shall be covered by this Agreement; however, the parties acknowledge that Copyists are not included in the CFM's certification under the *Status of the Artist Act*, and that such agreement is voluntary on the part of the CBC. In the event that the *Status of the Artist Act* is amended to include Copyists, such inclusion shall be deemed to extend to this Agreement.

17.2 The parties agree that this Article does not include automatic scoring done by computer as part of EMD's.

- 17.3 All copying, whether for instrumental or vocal music, done at the instance of the CBC, its employees or agents shall be done by members.
- 17.4 All work covered by this Agreement shall be covered by a standard CBC/CFM contract and shall be paid for at least at the rate set out in Article 17.13. Work under this Article can be used in whole or in part as per Article 6.4 or Article 21.1 as applicable.
- 17.5 Copyists shall receive fees for the re-use of their work on the same basis as applied to Musicians and arrangers as set out in this Agreement.
- 17.6 Where the CBC requires the services of members on “out-of-town” engagements, the copyist(s) shall be reimbursed as set out elsewhere in this Agreement in the same way as Musicians performing on the engagement are reimbursed.
- 17.7 Copyists shall stamp their work with their name and Local number and the date the work was done. Name, Local number and date must be written on all transparencies (Deschon) made for reproduction.
- 17.8 Minimum payment for any job assignment shall be no less than the equivalent of a three (3) hour call at the applicable hourly time rate.
- 17.9 Copyists shall receive the following premium rates:
- a) For work required to be done at the CBC’s request from midnight to 8:00 a.m., one hundred and fifty percent (150%).
  - b) For work required to be done at the CBC’s request on all holidays (as listed in Article 6.6), one hundred and fifty percent (150%).
- 17.10 All Musicians’ Pension Fund of Canada (MPF Canada) payments applicable to this Agreement shall be applied on behalf of the copyist(s).
- 17.11 Contracts must be submitted within fourteen (14) days following completion of work, and payment of such shall be made within fourteen (14) days after receipt. If contracts are submitted later than fourteen (14) days, payment may be made within twenty-eight (28) days following receipt of the contract.
- 17.12 A separate contract(s) must be submitted for the copying done for any engagement. No member shall enter into a negotiated agreement with the CBC to supply all of the services normally included under music preparation and then pay the individuals himself; i.e. the copyist(s) must be paid directly by the CBC.
- 17.13 **Fee for Copying**
- A7 rate per hour, minimum three (3) hour call as contracted in advance.

#### 17.14 Rules for Copying

1. Copying services involving the complexities of unconventional score notation shall be paid at the A7 rate plus twenty-five percent (25%).
2. Special routine (including editing) when required by the CBC, where two (2) or more scores or orchestral parts must be used or referred to in extracting the parts, shall be paid for at one hundred and fifty percent (150%). Special routine work shall also apply to copying from a sketch score.

#### **Article 18 – ARRANGING and ORCHESTRATING**

- 18.1 All arranging and orchestrating of music, whether instrumental or vocal, done within the territorial jurisdiction of the CFM at the request of the CBC, its employees or agents shall be done by members and shall be paid for at not less than the applicable fees set out in Article 18.11. Work under this Article can be used in whole or in part as per Article 6.4 or Article 21.1 as applicable.
- 18.2 Arrangers shall receive fees for the re-use of their work on the same basis as applied to Musicians and copyists as set out in this Agreement.
- 18.3 No office space charge or commission is to be deducted from any of the fees applicable under this Article.
- 18.4 Where the CBC requires the services of members on out-of-town engagements, the arranger(s) shall be reimbursed as set out elsewhere in this Agreement, in the same way as Musicians performing on the engagement are reimbursed.
- 18.5 Arrangers shall stamp the score with their official union stamp. The date of the work shall be marked clearly on the score.
- 18.6 Arrangers shall receive the following premium rates:
  - a) For work required to be done at the CBC's request from midnight to 8:00 a.m., one hundred and fifty percent (150%).
  - b) For work required to be done at the CBC's request on all holidays (listed in Article 6.6), one hundred and fifty percent (150%)
- 18.7 All Musicians' Pension Fund of Canada (MPF Canada) payments applicable to this Agreement shall be applied on behalf of the arranger(s).
- 18.8 Contracts must be submitted within fourteen (14) days following completion of work, and payment of such shall be made within fourteen (14) days after receipt. If contracts are submitted later than fourteen (14) days payment may be made within twenty-eight (28)

days following receipt of the contract.

- 18.9 A separate contract(s) must be submitted for the arranging done for any engagement. No member shall enter into a negotiated agreement with the CBC to supply all of the services normally included under music preparation and then pay individuals himself; i.e. the arranger(s) must be paid directly by the CBC. The name of the arranger-orchestrator shall be listed on the contract, together with the social insurance number, address, and itemized amounts charged for the work done.
- 18.10 The following conditions shall also apply for arranging and orchestrating:
1. The fee payable for arranging and orchestrating under this Article 18 shall not include any copying or composing.
  2. Voice and vocal conductor parts shall be treated as instrumental parts. Where lyrics are required, they shall be paid for at the rate of an additional instrumental part.
  3. When the score includes vocal scoring, each vocal part may be computed as an additional instrumental part.
  4. The CBC shall be entitled to one-half hour (1/2) consultation time for each arrangement assigned without additional payment.
- 18.11 Refer to Module 6 for fees for Arranging and Orchestrating.

## **Article 19 – COMPOSING**

- 19.1 The parties acknowledge that AFM jurisdiction over composers extends only to composers who are members of the AFM, and is for purposes of proper pension calculations only. The parties further acknowledge that AFM jurisdiction does not extend to members of La Societe professionnelle des auteurs et compositeurs due Quebec (SPACQ), regardless of whether or not such composers are members of the AFM.
- 19.2 When AFM members are engaged to compose instrumental or vocal music, such members shall be paid pension in accordance with Article 15 of this Agreement. The calculation of such pension shall be based on fees that shall be no less than the fees set out in Module 6. An AFM contract, for pension purposes only, shall be filed with the Local.
- 19.3 Members are to sign all work done under this Article, providing their name, Local, and the date on which the work was completed.
- 19.4 Refer to Module 6 for composing fees for the purpose of calculating pension only.

## **Article 20 – LIBRARIANS**

- 20.1 The CBC agrees that Music Librarians engaged as freelance, independent contractors shall be covered by this Agreement.
- 20.2 A Librarian playing on an engagement shall be a member and shall receive a fee of

twenty-five percent (25%) over and in addition to the Musician's Base Fee for the engagement, including additional work time. The additional duties shall be strictly those of Librarian.

- 20.3 A non-playing Librarian whose engagement has been agreed to by the CBC shall be a member and shall receive at least the Musician's Base Fee, including additional work time.

## MODULE 2

### Article 21 – UNDERSCORE AND THEME

- 21.1 Content produced under this Module 2 is assigned exclusively to the CBC. Payment of the fees hereunder allows for use on all CBC platforms. However, the recorded music track shall be used exclusively to accompany (be synchronized to) the programme or series for which the music was originally scored, with the following exceptions:
- a) clips of any programme, film or series (containing music tracks), which may be used for any trailers (including theatrical or television advertising) for the same programme, film or series, and
  - b) to produce a Soundtrack Recording, without payment of additional fees, to Musicians who rendered services in recording the original music tracks.
- 21.2 Should CBC wish to rebroadcast or re-synchronize Underscore contracted prior to this Agreement the provisions of Article 25.1 (A4 rates) shall apply, or Article 21.8 for use in perpetuity on all CBC branded platforms.
- 21.3 **Basic Session**
- A Basic Session with a minimum call of three (3) hours is applicable to any of the following:
- a) A recording session during which a maximum of thirty (30) minutes of music may be recorded with an additional five (5) minutes of music permitted per thirty (30) minutes of work time immediately following the Basic Session (in units of thirty (30) minutes);
  - b) Theme music openings/closings and intros/extros.
- 21.4 **The Fee for Basic Session Shall Be: (excluding Theme Music)**
- a) Rate B1 per Musician;
  - b) Rate B2 per Musician, if more than twenty-five (25) Musicians are engaged, (including Leader and Playing or Non-playing Contractor);
  - c) Leader or single Musician – double the Musician’s Base Fee;
  - d) Rate B4 for EMD tracking for programme music.
- 21.5 Contractor required if ten (10) or more Musicians are engaged (including Leader and Contractor): double the Musician’s Base Fee. The Contractor must be present during all the engagements.
- 21.6 Engagements of a Basic Session and another session [completed within a twelve (12) hour period] may be scheduled at the convenience of the CBC, with no less than one (1)

hour between sessions.

21.7 Musicians who perform between the hours of midnight and 8:00 a.m. shall be paid at the rate of fifty percent (50%) above the Musician's Base Fee.

21.8 **Theme Music Session**

- a) Theme music, wherein up to three (3) minutes of music may be recorded within a three (3) hour call and utilized for each episode in a specific series for programme openings/closings and intros/extros to commercials. Additional minutes of music within the three (3) hour call can be recorded as per the B9 rate per minute per Musician.
- b) Theme music or branding for a series can be used on the specific series for a period of three (3) years from first use. Rate B3 per Musician (3 minutes of music, 3 years use). For each year thereafter, fees are payable as per A4 rate. At any time, the CBC may acquire the rights of use in perpetuity upon payment of an additional payment of ten (10) times A4 rate.
- c) Rights for Theme music created for a single film or programme under this Article are acquired in perpetuity.
- d) Rate B4 for EMD tracking for Theme music.

21.9 **Additional Work Time:**

- a) CBC may hold a Musician for one (1) additional work time hour immediately following a three (3) hour contracted call. The first hour of additional work time will be paid at the B7 rate. Additional work time beyond one (1) hour will be paid at fifty percent (50%) above the B7 rate. Any guaranteed call with additional work time will not exceed six (6) hours. All Musicians originally called shall be deemed present and will be paid for such additional work time.
- b) Musicians will provide CBC with a minimum twenty-four (24) hours notice if they are unable to remain for additional work time. With such notice, CBC will be responsible for engaging additional Musicians. The engagement of a Musician will not be affected because of inability to remain for additional work time.

21.10 **Rest Period**

Rest Periods: it is agreed 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.

21.11 **Trailers**

Trailers may be scored in, or added to, any regular recording session. Trailers, "bumpers and stings" (*supplemental music recorded after a film or programme has been recorded*), short subjects, travelogues, adventure films and cartoons requiring less than one (1) hour

to screen may all be scored in the same recording session, or the scoring for any one or all may be added to any regular session.

**21.12 Non-Recorded Music Rehearsal**

- a) A minimum one (1) hour session is permitted, if/when required by the CBC, in circumstances where this rehearsal is contiguous to a recording session and where the music rehearsal ends within thirty (30) minutes of the start of the recording session;
- b) A minimum two (2) hour session is permitted, if/when required by the CBC, in circumstances wherein this rehearsal is not contiguous to any other recording session(s);
- c) A music rehearsal session is distinct from any recording session call; no recording or videotaping of any kind is permitted. The fee for non-recorded music rehearsal shall be as per the B7 rate for each Musician, and double the Leader and Contractor if applicable. Additional time may be prorated in one-half (1/2) hour segments;
- d) Overtime, when required, may be prorated in thirty (30) minute segments. Maximum two (2) thirty (30) minute segments permitted as a holdover on the two (2) hour rehearsal session.

21.13 All performing conditions and/or percentage step-ups as herein provided apply.

**21.14 Sweetening Session**

When a Musician is engaged to attend a recording session wherein s/he will perform an instrumental music track that augments an original sound track produced hereunder. No additional payment is due to the Musician(s) who performed on the original session. Fees are as per Rate B8, per Musician, plus applicable pension.

- i. Minimum call one and half (1 ½) hours
- ii. Maximum of eight (8) minutes of recorded music, or part thereof
- iii. Doubling as provided for in this Agreement
- iv. Doubling cannot be utilized to extend the eight (8) minute maximum or recorded music permitted hereunder. In the event this occurs, the doubling side Musician shall be paid an additional sweetening session fee
- v. Sweetening Musicians must be included on the contract.

**21.15 Minimum Scoring Hours**

When the CBC engages Musicians for the production of music for a series, the following minimum number of scoring hours applies:

<b>Length</b>	<b>Number of episodes</b>	<b>Minimum Scoring hours required</b>
One half (½) hour	13	21
One (1) hour	13	40

Scoring requirements of fewer than thirteen (13) episodes will be pro rata and scheduled in not less than a three (3) hour session.

#### 21.16 **Special Session Short Films**

- a) A ninety (90) minute special session may be scheduled for short subjects which do not exceed fifteen (15) minutes in length. A maximum of eight (8) minutes of music may be recorded. If more than eight (8) minutes of music is recorded, or if the film exceeds fifteen (15) minutes in length, then the basic session fee of this module and conditions apply.
- b) Special session provisions may not be utilized to produce theme music.
- c) For special sessions, the minimum fee per Musician shall be:
  - i. B9 rate, plus applicable pension
  - ii. Leader – double the Musician’s Base Fee;
  - iii. Contractor – double the Musician’s Base Fee.

#### 21.17 **Use of Excerpts (Clip Use)**

For any use of any portion of a production produced in Module 2 herein with the accompanying footage from a programme or for the use of up to three (3) minutes of music sound track from a programme without the accompanying footage, which use is not within the exceptions provided for herein, the CBC shall pay the following aggregate one-time-only sum for each programme to the Musician or Musicians determined by the CFM to be entitled to compensation as follows:

- a) Rate as per B12 for one (1) minute or less of sound track for orchestra clips
- b) Rate as per B13 for each thirty (30) seconds or portion thereof in excess of one (1) minute for orchestral clips
- c) Rate as per B14 rate (3 minutes) for non-orchestral clips
- d) Plus applicable pension.

21.18 The CBC shall have the right to extract a portion(s) of an audio and/or audio/visual production originally produced by the CBC, for use/distribution as a promotional trailer(s) and/or for non-commercial review purposes or as Content within a new CBC production which captures/describes “the making of” and/or “behind the scenes” production activities, which resulted in the original audio-visual production which was produced pursuant to this Agreement. Such permission is granted without any additional payment of fees, to the Musicians who performed on the original CBC production, provided that:

- a) each such excerpt does not exceed two (2) minutes in length, and provided further that;
- b) no more than an average of three (3) such excerpts be utilized as Content to any thirty (30) minute segment of the new production.

## MODULE 3

### Article 22 - ELECTRONIC MUSIC DEVICES (EMD), DIGITAL AUDIO WORKSTATIONS (DAW) and SYNCHRONIZED DEVICES

- 22.1 Members may be engaged by the CBC/SRC to perform on or programme EMD's and/or DAW's on a real-time and/or EMD tracking basis.

A person who, in exercising musical skills, utilizes a synthesizer or other electronic device to produce music is a Musician within the meaning of this Agreement. It is recognized that the complex sequencing, which may be required by the CBC, prior to the scoring session in order to prepare for the performance, constitutes musical services rendered by the Musician who performs such services.

#### 22.2 Pre-Production Programming

The CBC may engage a pre-production programmer at the B5 rate per hour of programming work time as previously agreed to by the CBC and the programmer. Such programming will be done in advance of a real time or EMD-tracking session and will include such duties as sampling, editing sounds, mapping or entering DAW programming data, synthesizer patch information, etc. If the pre-production programmer is required to perform in a session, the applicable fee (real time or EMD-tracking time) shall be paid at Musician rates in addition to any pre-production programming time.

#### 22.3 Real-Time Engagements

- a) "Real-time", applies to an engagement where a Musician is hired to perform on an EMD, such performance is live, and the EMD is used in the same manner as traditional musical instruments for the purpose of performing musical effects.
- b) EMDs may be synchronized in real-time performances, but each such EMD used over two (2) individually separate DAW systems or devices in number shall be paid in accordance with doubling fees set forth herein to a maximum of seventy-five percent (75%) regardless of the number of EMDs which are synchronized.
- c) Any synchronized EMD, which is triggered by a DAW sequencer, to create separate and distinct musical parts shall be construed as a double to a maximum of seventy-five percent (75%).
- d) All applicable conditions and fees set forth elsewhere in this Agreement shall apply to real-time performances except as herein provided.

- 22.4 The B4 rates apply to sessions performed by a single Musician engaged under the EMD tracking designation and include all EMD and traditional instruments doubles, overdubs, and Leader's fee, with a maximum of three (3) minutes of recorded product per hour, with a minimum three (3) hour session.

- 22.5 Any additional work time that is required to complete the nine (9) minutes of recorded product will be paid at the B6 rate. Such overtime does not allow for additional minutes of recorded product.
- 22.6 For additional minutes for recorded product scheduled at the time of original contracting, up to ninety (90) seconds of music may be produced during each thirty (30) minute session and shall be paid at the rate of fifty percent (50%) of the B4 rate. If additional periods of not more than ninety (90) seconds of music each are not contracted in advance a rate of one hundred percent (100%) of the B4 rate shall apply, for each thirty (30) minute session.
- 22.7 When traditional arranging is required, such work shall be separately contracted under the applicable provisions of this Agreement.
- 22.8 Upon payment of the B4 rates specified in Module 6, the musical product recorded in an EMD tracking session, may be used as provided in this Agreement.
- 22.9 Additional Musicians engaged to supplement an EMD tracking session shall be paid the applicable fees in this Agreement.

## MODULE 4

### Article 23 – REMOTES

- 23.1 Under this Module Musicians are engaged and paid for the performance by an engager other than the CBC. Applicable rates will be paid directly to the Musicians to cover the broadcast, and are in addition to the fees paid by the Prime Engager. The recording of the public performance has no bearing on whether or not the performance would take place.
- 23.2 For Remote Fees refer to Module 6, C Rates unless otherwise specified.
- 23.3 The Prime Engager must have a current agreement/contract with the CFM or a Local (see 6.21).
- 23.4 Where no agreement/contract exists between the Prime Engager and the CFM or an AFM Local, such recording shall not be considered a Remote, and shall be paid by the CBC as an A1 Rate.
- 23.5 A contract shall be executed between the CBC and the Leader and provided to the Local.
- 23.6 When the CBC requests a sound check for the placement of equipment, the Musicians shall be paid the A7 rate for one additional hour, immediately prior to the commencement of the engagement. The CBC may use the first half (1/2) hour of this additional hour for the placement of equipment and sound check purposes.
- 23.7 **Orchestral**
- a) A Leader, a Contractor, a Conductor or a Soloist who is a regular member of the Orchestra, shall be paid double the applicable Module 6, C Rates. These are the only categories that receive step-ups under Module 4.
  - b) The CBC shall have the right to record two (2) performances of an identical concert, opera or ballet and select the best recorded segments from each to comprise the broadcast performance.
  - c) All members under contract with the Prime Engager of the concert and those engaged for the performance, including playing or non-playing librarians to maximum of two (2), shall be paid the applicable fees. Non-playing librarians shall be paid not more than the Musician's applicable Module 6, C Rates. Playing librarians shall receive an additional twenty-five percent (25%) to the applicable Module 6, C Rates. When opera or ballet companies use the services of musical companies who have agreements with Locals of the CFM, those companies should be considered the Prime Engager. Notwithstanding this provision, the parties agree that orchestral Musicians on sabbatical at the time of the recording shall not be paid.

## MODULE 5

### PROGRAMME EXCERPTS, PACKAGES AND DISTRIBUTION

#### Article 24 – PROGRAMME SEGMENT EXCERPTS

##### 24.1 Programme Segments (Excerpts) – New Use

**a) Internal Distribution:** 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 shall be no more than three (3) minutes in length.

**b) External Distribution:** Where excerpts are being used by a third party, the Office of the AFM VPC shall be notified and proof provided that a Letter of Adherence has been executed.

##### 24.2 Excerpts in Trailers and Promos

The CBC shall have the right to excerpt up to three (3) minutes from its programmes, which excerpt may be broadcast only as a trailer or for promotional purposes for that programme for the CBC without payment to members. Such promotional use shall not include the creation of new promotional Content, such as jingles, mobisodes or webisodes. Payment to members shall apply in such instances.

#### Article 25 – THE PACKAGES

25.1 The following packages may be added up front as a prepaid use, or at any time thereafter without penalty. The provisions contained in Article 15 are applicable.

<b>Package 1</b>	Additional years for broadcast on CBC branded platforms ONLY.
<b>Fee</b>	
<b>A4 Rate per session</b>	Each additional year: includes one (1) year on Radio & TV, and two (2) years on Internet.

After the third (3<sup>rd</sup>) year on the internet, if the CBC wishes to purchase additional years for internet, the Package 1 payment is applicable.

25.2 In consideration of the following listed fees, the CBC may distribute and license Programmes as follows:

- a) seven and one half percent (7.5%) of distributor's gross.
- b) In the event that the CBC wishes to make a programme available without receipt of a fee, or fair market value, the fee under the A7 rate shall be paid to each Musician. This additional fee shall cover a seven (7) year period.
- c) CBC will have the right to release all broadcasts once throughout the world (excluding Canada) on public, non-commercial radio stations and/or networks without payment to Musicians. In the event that the CBC receives any revenue for such release, the provisions of 25.2 (a) or (b) shall apply.
- d) In the event CBC releases Content to a recording company, that company must be signatory to the SRLA, or shall agree to adhere to such agreement for purposes of the release. In all cases the AFM VPC shall be advised. Proof of such adherence shall be required prior to the release of the Content.

<b>Package 2</b>	<b>Distribution</b>
Fee	Musician's Revenue Share 7.5% of the DGR
A7 Rate	No Fee or Fair Market Value seven (7) years

25.3 **a) Definition of Distributor's Gross Receipts**

In applying the formula set forth in Article 25.3 c) for calculating Musician's Revenue Share, Distributor's Gross Receipts shall be included in the formula at 100% of the actual amount of such gross receipts for all Supplemental Markets. The term "Supplemental Markets" as used in this Agreement means use other than via CBC Broadcast.

As used herein, the term Distributor's Gross Receipts shall mean the absolute gross income received by all Distributors (as hereinafter defined) from the license of Content in Supplemental Markets anywhere in the world, and including the case of a "foreign territorial sale" by any such Distributor, the income received from such sale by such Distributor but not the income received by the purchaser of the licensee. "Distributor" as used in this Agreement shall mean CBC when it distributes such Content to third parties for Supplemental Market use through its own distribution facilities and all other distributors engaged by CBC to distribute such Content for Supplemental Market use.

The Distributor's Gross Receipts shall not include:

1. Sums realized or held by way of deposit as security, until and unless earned, other than such sums as are non-returnable;
2. Rebates, credits or repayments for compact devices of Content returned (and in this connection, CBC shall have the right to set up a reasonable reserve for returns);
3. Sums required to be paid or withheld as taxes, in the nature of turnover taxes, sales taxes or similar taxes based on the actual receipts of such Content or on any moneys to be remitted to or by CBC or such other distributor; but, there shall not be excluded from the Distributor's Gross Receipts any net income tax, franchise tax or excess profit tax or similar tax payable by the CBC or such Distributor on its net income or for the privilege of doing business;
4. Frozen foreign currency until the CBC shall either have the right to freely use such foreign currency, or CBC or Distributor has the right to transmit to Canada to CBC or Distributor such foreign currency from the country or territory where it is frozen. If such currency may be utilized or transmitted as aforesaid, it shall be deemed to have been converted to Canadian dollars at the rate of exchange at which such currency was actually transmitted to Canada as aforesaid, or if not actually transmitted, then at the prevailing free market rate of exchange at the time such right to use or to transmit occurs. Frozen foreign currency shall be deemed to be unblocked on the basis of "first in, first out" unless otherwise allocated by local foreign fiscal authorities. Allocation of such unblocked funds as between revenue which serves as the basis of determining payments hereunder and other revenue shall be on a proportional basis, subject to different earmarking by local fiscal authorities.

**b) Allocation of Distributor's Gross Receipts**

If any agreement for distribution in the Supplemental Market includes more than one programme, CBC shall make a reasonable allocation for the purpose of determining payments due hereunder.

**c) Division of Musician's Revenue Share**

Individual musicians will receive a pro-rata portion of the Musician's Revenue Share based on their unit value:

- I. Conductor; Leader; Contractor; Single Musicians; Rehearsal Pianist ; Arranger – two (2) units each,
- II. Sideperson; Copyist; Librarian; Sound Consultant – one (1) unit each.

**25.4 Package 2 Time of Payment(s) and Reporting**

The seven and one half (7.5%) payments due under Package 2 shall be made within forty-five (45) business days of the following dates, March 31, June 30,

September 30, and December 31, after which time frames the terms and conditions of Article 6.26 (late payment) will apply. The late payment penalty will not apply if such payments are late due to circumstances beyond the CBC's control and if the AFM VPC is notified.

The CFM shall have the right, at reasonable times, to examine the books and records of the CBC insofar as they relate to the distributor's gross revenue.

- 25.5 The terms that apply to New Use by third parties are as per applicable AFM/CFM agreement, with notice to the AFM VPC.
- 25.6 **Promotion** – the provision of this Article will not apply if a programme or programme excerpt is being distributed for purposes of promotion of a programme, or the promotion or branding of the CBC, and the CBC receives no payment. Such promotional use shall not include the creation of a new promotional Content, such as jingles, mobisodes or webisodes. The applicable agreement and payments to members shall apply in such instances.
- 25.7 Where the CBC wishes to re-use Content, and neither the CBC nor the CFM is able to identify the Musicians involved in the original recording, a payment shall be made to the appropriate AFM/CFM Fund determined by the AFM VPC.

#### **Article 26 – ARCHIVAL USE**

- 26.1 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.

#### **Article 27 – EDUCATIONAL USE**

##### **27.1 Non-Broadcast Educational Use**

The CBC may release for non-broadcast, educational access to any recording of a programme to an educational or organization or institution. If the programmes are broadcast, fees shall be paid in accordance with the applicable terms of this Agreement.

#### **Article 28 – FESTIVALS AND COMPETITIONS**

- 28.1 The CBC may enter its programmes in festivals and competitions and authorize all uses ancillary and incidental thereto without additional payment to the Musicians. If the programmes are broadcast, fees shall be paid in accordance with the applicable terms of this Agreement.

## MODULE 6

### FEE SUMMARIES

**Leader, Contractor, the Soloist, the single musician, to receive double the Musician's Base Fee**

Rate	Application	2015-2016	2016-2017	2017-2018
A1	Musician's Base Fee	\$388	\$394	\$400
A2	Broadcast Fee	\$193	\$196	\$199
A3	3 Hours Work Time	\$195	\$198	\$201
A4	50% Broadcast Fee	\$96	\$98	\$99
A5	25% Broadcast Fee	\$49	\$49	\$50
A6	2 Hours Work Time	\$130	\$132	\$134
A7	1 Hour Work Time	\$65	\$66	\$67
A8	Excerpts/3 minutes	\$260	\$264	\$268

Rate	Application	2015-2016	2016-2017	2017-2018
B1	3 hour session	\$348	\$353	\$358
B2	If 25 Musicians or more	\$317	\$321	\$326
B3	Theme Session (up to 3 minutes for 3 years)	\$583	\$591	\$600
B4	EMD Session/hour	\$422	\$429	\$435
B5	Programming/hour	\$317	\$321	\$326
B6	Note rehearsal/2 hours	\$116	\$117	\$119
B7	Overtime/hour	\$58	\$59	\$60
B8	Sweetening Session	\$195	\$198	\$201
B9	Special Session	\$195	\$198	\$201
B10	Sidelining/ 8 hours	\$406	\$412	\$418
B11	Sideline and Recording	\$435	\$442	\$449
B12	Excerpts/minute for Orchestra only. *See note below.	\$1,523	\$1,545	\$1,568
B13	Excerpts/additional 30 seconds for Orchestra only. *See note below.	\$761	\$773	\$785
B14	Excerpt/3 minutes *See note below.	\$260	\$264	\$268

\* Note: Distribution by the CFM between all Musicians on a pro rata basis (Article 21.17)

Rate	Application	2015-2016	2016-2017	2017-2018
C1	Up to 60 minutes or less	\$194	\$197	\$200
C2	61-120 minutes	\$260	\$264	\$268
C3	121-150 minutes	\$325	\$330	\$335
C4	Opera or more than 151 minutes	\$391	\$397	\$403

**MINIMUM FEES FOR ARRANGING AND ORCHESTRATING**

Minimum fee: equivalent of two (2) minutes of music

Number of Musicians	Rate Per Minute of Music 2015-2016	Example/4.5 Minutes of Music (for 2015-2016)	Rate Per Minute of Music 2016-2017	Rate Per Minute of Music 2017-2018
1-5	\$51	\$230	\$52	\$53
6-9	\$76	\$342	\$77	\$78
10-14	\$102	\$459	\$104	\$106
15-20	\$152	\$684	\$154	\$156
21-25	\$203	\$914	\$206	\$209
26-35	\$305	\$1,373	\$310	\$315
36-49	\$330	\$1,485	\$335	\$340
50+	\$355	\$1,598	\$360	\$365

The above rates are applicable to all musical groups except when writing for:

- a) Strings, Brass or Woodwind ensembles, of up to twenty (20) Musicians: \$150 per minute
- b) Divisi for String ensemble counts for a maximum of two (2) Musicians.
- c) Piano, Harp, Celeste parts are equal to two (2) Musicians.
- d) Each vocal line is equal to one (1) Musician.

Time rates for arrangers and/or orchestrators to be used only on adjustment work at rehearsals, alterations, additions and in other situations where duration of music rates is impractical (minimum two (2) hour call): Rate A7 per hour.

**MINIMUM FEE FOR COMPOSING**

(For the purposes of calculating pension only)

		2015-2016	2016-2017	2017-2018
1	Composing incidental music, for each different instrumental part computed from the total number of bars in the score per bar.	(Rate A5/64) = \$0.76	(Rate A5/64) = \$0.77	Rate (A5/64) = \$0.78
2	Minimum for each sixteen (16) bars or less	As per A6 Rate	As per A6 Rate	As per A6 Rate
3	Vocal composition from two (2) to four (4) voices per bar.	Rate (A5/16) = \$3.00	Rate (A5/16) = \$3.05	Rate (A5/16) = \$3.10
4	Extra voice per bar	\$0.75	\$0.77	\$0.78

IN WITNESS WHEREOF, the parties have signed:

**THE CANADIAN FEDERATION OF MUSICIANS**

**THE CANADIAN BROADCASTING CORPORATION**

\_\_\_\_\_  
**Alan Willaert**, Vice President from Canada,  
AFM

\_\_\_\_\_  
**Monique Marcotte**, duly authorized  
Vice-President, People and Culture

\_\_\_\_\_

\_\_\_\_\_  
**Heather Conway**, Executive Vice-President,  
English Services

\_\_\_\_\_

\_\_\_\_\_  
**Michel Bissonnette**, Executive Vice-  
President, French Services

## **APPENDIX A**

### **JOINT COMMITTEE**

The parties acknowledge that open, proactive communications is critical to the proper administration of the Scale Agreement, as well as to the overall maintenance of good relations between the parties.

The parties agree that they shall hold Joint Committee meetings at least twice per year, or as may be required, to discuss issues of mutual concern. The two mandatory Joint Committee meetings shall take place on, or as close to as possible, the third (3<sup>rd</sup>) Friday of June and November. The location of the meeting shall alternate between the Office of the CFM and the CBC Toronto Broadcast Centre. The date and location of the meeting may be changed by mutual consent but with no less than two (2) weeks notice.

Any agenda items shall be identified two (2) weeks prior to each meeting. The subject matter could include, but not necessarily be limited to:

- Issues around the implementation of new Scale Agreement provisions.
- New means of distribution of the basic CBC signal as well as any revenue flowing from such distribution.
- Monies paid to musicians by the CBC under the provisions
- New and ongoing initiatives involving the release of Content.
- New programming initiatives and/or practices.
- Initiatives for the ongoing orientation and education of CBC producers and AFM members/Leaders.
- Problems with payroll and/or royalty payments
- Current or pending grievances
- The parties agree that production and/or administrative staff, Local Officers of the CFM and/or musicians may be invited to these meetings as required.

The parties shall produce and sign Minutes of each meeting. The Minutes are without prejudice, and will not be used as evidence before a third party without mutual agreement.

## APPENDIX B

### NEW USE

The purpose of this Appendix is to clarify the terms and conditions related to New Use of CBC Content, when the New Use is:

- audio material produced by CBC for commercial exploitation, or
- licensed by CBC to a third party.

It is a basic requirement for any release covered by this Article that the material in question first be contracted under the CBC/CFM General Production Agreement. Notwithstanding, individual situations shall be subject to prior discussions and agreement between the CBC and the CFM through the office of the AFM VPC.

The parties agree that all arrangements detailed below shall be subject to regular review and shall be discussed at the regular joint committee meetings.

#### **1. CBC's commercial exploitation:**

Where CBC is producing audio only material for commercial exploitation, the terms and conditions of the AFM Sound Recording Labor Agreement (SRLA) shall apply.

#### **2. Licensing to a third party:**

In all cases where licensing CBC Content to a third party (the "Licencee") constitutes New Use as per the terms of Article 2.22, the AFM VPC shall be advised.

CBC may license Content in which it holds copyright only when the Licencee has become a signatory or signed a Letter of Adherence to the appropriate AFM/CFM Agreement. Prior to releasing the Content to the Licencee, CBC will require proof of such adherence to a CFM/AFM agreement.

Further, CBC will not release the Content until it has been apprised by the CFM that payments have been received by the office of the AFM VPC, on behalf of the Musicians. CBC will apprise the Licensee of the Licensee's responsibility for any applicable mechanical licenses, synchronization fees, or any other necessary clearances.

The AFM Signatory cannot be an individual who performed in the Content to be licensed.

The following are examples of New Use:

- a) audio material for commercial release to self-representing musicians (digital or hard copy songs and albums), from programme Content
- b) audio material for commercial release to recording companies (digital or hard copy songs and albums) from programme Content
- c) Audio or audio visual material not for commercial release (eg. On personal websites, personal use, non-monetary distribution)
- d) Audiovisual material for incorporation into new TV/Internet material (to broadcasters, etc)

- e) Audio material for use on internet (eg. Background music for sites)
- f) Audio soundtracks for Motion pictures, audiovisual material for motion pictures
- g) Audiotracks for commercials
- h) Audiovisual material for commercial release (other situations)

It shall not be considered New Use if CBC licences audio Content to a Licensee (including a self-representing musician, a distributor or a recording company) that CBC has previously released for commercial exploitation, including Content from the CBC Records catalogue. However, CBC will ensure that, prior to releasing the Content, it has obtained proof that the Licensee has signed a letter of adherence with CFM specifically related to the exploitation being licensed.

**APPENDIX C**  
**For Use Between CFM and Independent Producers**



**Canadian Federation of Musicians (CFM)**  
 A constituency of Canadian Locals of the American Federation  
 of Musicians of the United States and Canada (AFM)

National Office  
 150 Ferrand Drive, #202  
 Toronto, ON M3C 3E5  
 (416) 391-5161 •  
 FAX (416) 391-5165  
[afmcan@afm.org](mailto:afmcan@afm.org)

**LETTER OF ADHERENCE**

This letter will serve to confirm that we, the undersigned, agree to adhere to the current terms and conditions of **The General Production Agreement between the Canadian Federation of Musicians (CFM) and the Canadian Broadcasting Corporation (CBC)**, for all media platforms solely with the respect to the following audiovisual content:

**Title of programme:** \_\_\_\_\_

**Length of programme:** \_\_\_\_\_ **No. of episodes** (if applicable): \_\_\_\_\_

**Will this production include prerecorded music?**      **YES**       **NO** (if yes, provide list to CFM)

We acknowledge that we are acquainted with the terms and conditions of the Agreement and upon condition that we shall enjoy all the rights, obligations and privileges provided to the engager thereunder (referred to in the Agreement as the "CBC" or the "Corporation"), we agree that such terms and conditions shall govern production, broadcast, streaming and/or commercial distribution of the above specified audiovisual content, and further, we shall be responsible for the due and faithful performance of each and every of the engager obligations set forth therein, which apply to the above-specified audiovisual content. We further acknowledge that the term "CBC Branded Platform", as it is used in the Agreement, in Articles 5, 7, 6, 4, 21.1, 25.1, 26.1 and elsewhere shall be considered, under this Letter of Adherence, to be the single network, broadcaster, streaming services, or any other platform where the programme is first made available to the public, regardless of that platform's relationship with the undersigned. We further acknowledge and guarantee that all musical services for the programme, including music scoring and recording must be performed in Canada, exclusively by AFM members (or as otherwise provided for in the Agreement).

We acknowledge and agree with the CFM/AFM that an AFM member covered by a Letter of Adherence or similar agreement between the undersigned and the CFM/AFM (the "Agreement") does not have the authority to execute any agreements, waivers, releases and/or any other documents which actually or purport in any way to adversely amend, abridge, alter or otherwise change such member's rights or obligations (which, for such purpose shall include, without limitation, a waiver or release of fees and/or royalties for recordings and/or other media releases relating to the member or his/her works) pursuant to either the Agreement or the Bylaws of the AFM and/or its Locals. Any such release or waiver, if so executed by a member, shall be considered for all such purposes to be invalid and unenforceable.

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Name and Title of Authorized Officer** (please print clearly)

\_\_\_\_\_  
**Signature**      Date: MM / DD / YYYY

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City**      **Province**      **Postal Code**

\_\_\_\_\_  
**Telephone**      **Fax**

\_\_\_\_\_  
**Email**

**FOR COMPLETION BY CFM OFFICIAL:**

CFM acceptance by:

Signature \_\_\_\_\_ Date: MM / DD / YYYY

For additional information about filing of contracts, fees, terms, etc., please contact **AFM Local #** \_\_\_\_\_

Name of Local official \_\_\_\_\_

Title of Local official \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

**Copied to Local on** MM / DD / YYYY **by:**

Fax        E-Mail

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