

MEMORANDUM OF UNDERSTANDING

BETWEEN

**CANADIAN BROADCASTING CORPORATION/SOCIÉTÉ
RADIO-CANADA**

a Canadian federal crown corporation constituted pursuant to the Broadcasting Act, 1991 (Canada) as amended, and having its head office at 181 Queen Street, Ottawa, Ontario, K1P 1K9.

("CBC/Radio-Canada")

AND

**THE CBC PENSIONERS NATIONAL ASSOCIATION/
L'ASSOCIATION NATIONALE DES RETRAITÉS DE LA SRC**

a corporation incorporated under the Canada Not-for-profit Corporations Act S.C. 2009, c. 23 and having a business place at 290 Picton Avenue, Suite 204, Ottawa, Ontario K1Z 8P8.

("CBCPNA")

WHEREAS the CBC/Radio-Canada and CBCPNA entered into an initial memorandum of understanding (the "Memorandum") on June 22, 2001, as amended from time to time;

WHEREAS the last Memorandum will expire on September 30, 2016;

WHEREAS the purpose of this Memorandum is to confirm the general terms of agreement which have been reached between CBC/Radio-Canada and CBCPNA (collectively the "Parties") and to renew the Memorandum;

AND WHEREAS the CBCPNA membership includes a majority of CBC/Radio-Canada pensioners for a majority of each year (see section 13 for details);

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. The Parties agree that CBC/Radio-Canada shall have the right to deal directly with any and all CBC/Radio-Canada pensioners, without the involvement of the CBCPNA.

CBCPNA Obligations

2. The CBCPNA agrees to work in co-operation with the CBC/Radio-Canada for the benefit of all CBC/Radio-Canada pensioners.
3. The CBCPNA agrees that CBC/Radio-Canada funding and CBC/Radio-Canada programming are not part of its mandate, and that the CBCPNA shall not engage in lobbying related to such issues.
4. The CBCPNA shall finance its own activities and shall receive no subsidy from the CBC/Radio-Canada.
5. The CBCPNA shall:
 - (a) disseminate information provided by CBC/Radio-Canada, through the CBCPNA newsletters, communiqués and regional/chapters meetings;
 - (b) provide feedback to CBC/Radio-Canada regarding CBC/Radio-Canada pensioners' issues, concerns and initiatives, and shall also assist CBC/Radio-Canada in maintaining contact and good relations with CBC/Radio-Canada pensioners;
 - (c) assist CBC/Radio-Canada in presenting a positive image of the Corporation through community service by CBC/Radio-Canada pensioners; and
 - (d) attempt to provide CBC/Radio-Canada with a source of volunteer manpower (e.g. open houses).

CBC/Radio-Canada Obligations

6. CBC/Radio-Canada agrees to maintain open and on-going communications with the CBCPNA, and shall consult the CBCPNA, among others, on issues affecting CBC/Radio-Canada pensioners. CBC/Radio-Canada shall also consider reasonable proposals and options put forth by the CBCPNA for improvement to CBC/Radio-Canada pensioners' programs. CBC/Radio-Canada shall also brief the semi-annual meetings of the Board of Directors of the CBCPNA, through the Managing Director / CEO Pension Plan or his or her delegate for the spring session and the manager of CBC/Radio-Canada responsible for the benefits plans or his or her delegate for the fall session.
7. CBC/Radio-Canada shall provide for automatic deductions of dues from the pension benefits payable from the Pension Fund for CBC/Radio-Canada pensioners only if it receives a properly executed revocable direction from each CBC/Radio-Canada pensioner who is a member of the CBCPNA, authorizing the CBC/Radio-Canada to direct the Pension Fund to make such a deduction of dues. CBC/Radio-Canada will undertake to provide for automatic deductions for certain affinity programs subject to an agreement being concluded between CBC/Radio-Canada and CBCPNA relating to costs, resources and administration.

8. CBC/Radio-Canada shall also provide information requested by the CBCPNA, as allowed by law, to enable the CBCPNA to issue annual statements of dues. CBC/Radio-Canada shall also provide information regarding members of the CBCPNA, as allowed by law, unless otherwise instructed by a member.

CBC/Radio-Canada shall have no obligation to collect for or communicate to CBCPNA, information for which no proper authorization exists. Information which can be obtained otherwise, or which requires CBC/Radio-Canada to undertake costly or inefficient steps in order to obtain, secure or communicate such information shall only be collected for or communicated to CBCPNA if both parties agree, and if the CBCPNA pays for all administrative costs related to such collection or communication.

Other terms and conditions

9. The Parties agree that the CBCPNA will appoint an individual to be the primary contact with the *Vice President, People and Culture*.
10. The Term of this Memorandum shall begin on the date of signing of the presents by both Parties, and will go on for three years, with automatic renewal for consecutive three year periods unless the Memorandum is terminated at an earlier time according to the provisions contained herein or according to section 11 hereafter. It replaces all memorandums and agreements previously signed including the last renewal.
11. Should one of the Parties wish to cancel or re-negotiate the Memorandum, it shall advise the other party of same, no later than ninety (90) days prior to the expiry of the current Term of this Memorandum.
12. If a party defaults under any of its obligations hereunder, and does not cure such default within thirty (30) days of receiving written notice of such default, the other party may terminate this Memorandum any time prior to the end of the Term by providing to the other party ninety (90) days written notice to that effect.
13. CBC/Radio-Canada may also provide an early written termination notice at any time if CBCPNA's membership falls to lower than 50% of all CBC/Radio-Canada pensioners for a period of more than six (6) months.

General Conditions

14. This Memorandum shall not be assigned or transferred, in whole or in part, by CBCPNA.
15. The invalidity or unenforceability of any provision of this Memorandum or any covenant contained herein shall not affect the validity or enforceability of any other provision or covenant contained herein and any such invalid provision or covenant shall be deemed severable from the rest of this Memorandum.

16. Consistent with the provisions of the present Memorandum, the CBCPNA intends to continue to account on an annual basis for the representations made or actions taken on behalf of all those persons in receipt of a CBC/Radio-Canada pension. For this purpose, the CBCPNA will use one issue of its edition of CONTACT annually which, in addition, provides information of general interest to its members. The CBCPNA undertakes not to use this communication as a recruitment tool.

The CBCPNA will pay for the printing and mailing costs and the CBC/Radio-Canada will provide the addresses of those in receipt of a pension directly to its own printing and mailing facilities, as indicated from time to time.

As requested by the CBC/Radio-Canada, the CBCPNA will include, in a clearly visible location, in the edition of CONTACT the following disclaimers:

1. The names and addresses of non-members have not been provided by CBC/Radio-Canada to the CBCPNA but were provided directly to the CBC/Radio-Canada's own printing and mailing facilities.
2. The CBC/Radio-Canada did not approve the content of this communication. The CBCPNA is solely responsible for its contents.

This understanding on annual communication to all persons in respect of a CBC/Radio-Canada pensioner will be subject to the duration provisions of this Memorandum. CBC/Radio-Canada may terminate this clause at its sole discretion at any time on 30 days notice.

17. This Memorandum shall be governed by, and construed under, the laws of the Province of Ontario and the laws of Canada applicable therein and shall, in all respects, be treated as an Ontario contract.

18. Should either party be prevented or delayed in performing any of its obligations hereunder by any cause beyond its reasonable control, including by reason of any fire, earthquake, flood, epidemic, accident, explosion, power failure, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war act of God or any municipal, county, provincial or federal ordinance or law of any agency or any executive or judicial orders or any failure or delay of any transportation agency or transmission facility, the party so prevented or delayed will not incur liability by reason of such failure. Each party shall use its best efforts to eliminate the force majeure event as soon as possible to the extent that it has any ability to do so.

19. Nothing in this Memorandum shall make one party hereto the agent of the other nor shall anything herein contained be construed to place the parties in relationship of partnership or joint venture. Neither party has the power or authority to bind the other in respect of the rights or duties hereunder except as explicitly stated herein.

20. Any demand, notice or other communication to be given in connection with this Memorandum shall be in writing and, if mailed by prepaid registered mail at any time other than during a general discontinuance of postal service due to strike, lock-out or

otherwise, shall be deemed to have been received on the fifth (5th) business day after mailing or, if telecopied or e-mailed, shall be deemed to have been received by the next business day following dispatch and acknowledgment of receipt by the recipients, telecopy machine unless the date as determined is not a business day in the jurisdiction of the recipient, in which event the communication shall be deemed to have been received, on the first following business day in such jurisdiction or, if delivered by hand, shall be deemed to have been received at the time that it is delivered. Notice of change of address shall also be governed by these provisions. Communications shall be addressed as follows:

If to CBC/Radio-Canada:

Canadian Broadcasting Corporation
181 Queen Street, Suite 307, Ottawa,
Ontario K1P 1K9

Attention: **Monique Marcotte**
Vice-President, People and
Culture

Telecopier: 613-288-6183

If to CBCPNA:

The CBC Pensioners National Association/
L'Association nationale des retraités de la
SRC, 290 Picton Avenue, Suite 204,
Ottawa, Ontario K1Z 8P8

Attention: **Paul Gaffney**
President

Telecopier: 613-724-5951

IN WITNESS WHEREOF the Parties hereto have executed this **Memorandum** and affixed their seals under the hands of their proper officers duly authorized in that behalf as of the date indicated hereafter.

Dated at Ottawa, this 23rd day of September 2016

**CANADIAN BROADCASTING CORPORATION/
SOCIÉTÉ RADIO-CANADA**

Per: Monique Marcotte c/s

Title: Vice-President, People and Culture
I have authority to bind the Corporation.

Dated at Ottawa, this 26th day of Sept. 2016

**THE CBC PENSIONERS NATIONAL
ASSOCIATION/L'ASSOCIATION NATIONALE
DES RETRAITÉS DE LA SRC**

Per: Paul Goff c/s

Title: President
I have the authority to bind the Association