

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

**IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, C. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF CANWEST GLOBAL COMMUNICATIONS CORP.
AND THE OTHER APPLICANTS LISTED ON SCHEDULE "A"**

APPLICANTS

**FACTUM
OF THE COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA**
(Motion Returnable February 17, 2010)

February 11, 2010

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**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c.C-36 as amended

AND IN THE MATTER OF a Proposed Plan of Compromise or Arrangement of Canwest Global Communications Corp. and the other Applicants listed on Schedule "A"

APPLICANTS

**FACTUM OF THE COMMUNICATIONS, ENERGY
AND PAPERWORKERS UNION OF CANADA
(Motion Returnable February 17, 2010)**

PART I – OVERVIEW

1. This is a motion made by the Communications, Energy and Paperworkers Union of Canada (the "Union") requesting the following:
 - (a) an Order directing the Applicants to immediately satisfy all obligations in respect of severance payments and notice of termination and/or notice of layoff payments in accordance with the terms of the applicable collective agreements to all members of the Union who rendered services to the Applicants after the date of the Initial Order; and
 - (b) An Order directing the Applicants to establish a process to enable former employees experiencing financial hardship to apply for immediate

payment on account of their future claim to distributions in the Applicants' CCAA proceedings.

PART II - FACTS

2. On October 6, 2009 the Applicants obtained an Order, pursuant to the Companies' Creditors Arrangement Act ("CCAA"), staying all proceedings and claims against them (the "Initial Order").
3. The Union is the certified bargaining agent for employees of the Applicants' conventional television stations known as Global BC, CHBC Kelowna, Global Calgary, Global Edmonton, Global Lethbridge, Global Saskatoon, Global Winnipeg, Global Toronto, and Global Maritimes.

Affidavit of Rob Lumgair, Motion Record of the CEP, pages 6-7

4. In July and August of 2009, a number of layoffs were announced at Global Calgary, affecting eight (8) of the Union's members. In each case, the effective layoff date was in August or September of 2009 (prior to the Applicants' CCAA filing). As a result of those layoffs, the affected employees became entitled to severance pay and other benefits under the collective agreement.

Affidavit of Rob Lumgair, Motion Record of the CEP, page 8

5. Notwithstanding the provisions of the collective agreement, the employer unilaterally decided to make severance payments by way of salary continuance; that is, it continued to pay the employees' regular salary, after the employees were laid off, until the Applicants' severance obligations were fully satisfied.

Affidavit of Rob Lumgair, Motion Record of the CEP, page 9

6. On October 6, 2009, the date the Applicants obtained the Initial Order under the CCAA, the Applicants immediately discontinued all outstanding salary continuance payments. Such payments remain outstanding and unpaid.

7. Similarly, on various dates predating the Initial Order, ten (10) members of the Union employed in connection with Canwest Global operations in Ontario were laid off by the Applicants. All of the affected members were laid off prior to the date of the Initial Order. As a result of the layoffs, the affected employees became entitled to severance pay (paid as salary continuance) and other benefits under the applicable collective agreements. On October 6, 2009, the Applicants immediately discontinued all salary continuance payments. Such payments remain outstanding and unpaid.

Affidavit of David Lewington, Motion Record of the CEP, pages 126-128

8. On September 3, 2009, a number of layoffs were announced at CHBC in Kelowna, affecting nine (9) of the Union's members. In each case, the effective layoff date was in either mid-October or December of 2009 (subsequent to the date of the Initial Order). As a result of the layoffs, the affected employees became entitled to severance pay and other benefits under the collective agreement. Again, the Applicants unilaterally decided to make severance payments by way of salary continuance.

Affidavit of Rob Lumgair, Motion Record of the CEP, pages 10-11

9. Notwithstanding the fact that all of the affected employees continued to render services to the Applicants after the date of the Initial Order up to and until the effective date of their layoff, the Applicants took the position that severance payments and other outstanding monies owed to the Union's members were debts that were stayed by the Initial Order. As a result, all of the outstanding severance payments and other monies, including monies in lieu of notice of layoff, remain unpaid. The notices of layoff issued to the affected employees made payment of severance pay and notice of layoff contingent on the continued supply of services to the Applicants, including services rendered to the Applicants after the date of the Initial Order.

Affidavit of Rob Lumgair, Motion Record of the CEP, page 11

10. On November 12, 2009, the Applicants announced the layoff of nine (9) of the Union's members at Global Saskatoon, effective November 30, 2009. As a result, the affected employees became entitled to, *inter alia*, severance pay and pay in lieu of notice of termination pursuant to the applicable collective agreements. All of the affected employees continued to render services to the Applicants after the date of the Initial Order up to and until their effective termination date of November 30, 2009. Notwithstanding the provision of services to the Applicants after the date of the Initial Order, none of the affected employees received severance pay. Further, some of the affected employees are owed monies in respect of pay in lieu of notice of termination. All such monies remain outstanding and unpaid.
11. In sum, the Applicants laid off or provided notice of layoff to approximately thirty-five (35) members of the Union in or around the filing of the Initial Order (the "Affected Members"). The Affected Members were employed in the Applicants' operations located in Calgary (8 members), Kelowna (9 members), Saskatoon (9 members) and Ontario (9 members).
12. The Affected Members employed in connection with the Calgary and Ontario operations were all on lay off and receiving severance payments as of the date of the Initial Order. Although additional severance payments remained outstanding, the Applicants discontinued all such payments to the Affected Members employed at the Calgary and Ontario operations as of the date of the Initial Order.
13. The Affected Members employed in connection with the Kelowna and Saskatoon operations all received notices of layoff with effective dates that fell subsequent to the date of the Initial Order. Accordingly, all of the Affected Members employed in connection with the Kelowna and Saskatoon operations continued to

render services to the Applicants after the date of the Initial Order. However, and notwithstanding the provision of services to the Applicants after the date of the Initial Order, when the Affected Members at the Kelowna and Saskatoon operations reached their respective lay-off dates the Applicants refused to comply with their obligations to make severance and termination payments (or notice in lieu thereof) in accordance with the terms of the applicable collective agreements. A summary of the details pertaining to the Affected Members employed in connection with the Kelowna and Saskatoon operations who provided the Applicants with services after the date of the Initial Order is attached as Exhibit "A".

14. The Affected Members have suffered financial hardship as a result of the Applicants' refusal to comply with the terms of the applicable collective agreements.

Affidavit of Carol MacGregar, Motion Record of the CEP, pages 102-106

Affidavit of Steve Barker, Motion Record of the CEP, pages 110-114

Affidavit of Patrick Vanderburg, Motion Record of the CEP, pages 118-122

Affidavit of David Lewington, Motion Record of the CEP, pages 126-129

PART III – ISSUES AND THE LAW

15. The following issues arise in the within motion:

- (i) Are the Applicants required to satisfy their obligation to make severance payments and notice of termination and/or notice of layoff payments in accordance with the terms of the applicable collective agreements in respect of the Union's members who rendered services to the Applicants after the date of the Initial Order?

- (ii) Is it appropriate for the Court to exercise its discretion and establish a process whereby former employees experiencing financial hardship may apply for immediate payment on account of their future claim to distributions in the Applicants' CCAA proceedings?

ISSUE I: SEVERANCE AND TERMINATION PAYMENTS

16. For the reasons that follow, it is respectfully submitted that the Affected Members who rendered post-filing service to the Applicants are entitled to severance and termination payments in accordance with the terms of the applicable collective agreements:

- (i) The collective agreements expressly provide for severance and termination pay;
- (ii) The collective agreements remain in force during the Applicants' CCAA proceedings;
- (iii) Section 11.01 of the CCAA provide that employees are entitled to immediate payment for services provided to the Applicants after the date of the Initial Order; and
- (iv) Severance and termination pay under the applicable collective agreements are payments in respect of services provided to the Applicants after the date of the Initial Order.

The Collective Agreements Provide for Severance and Termination Pay

17. The collective agreements between the Union and the Applicants expressly provide for severance and termination pay. The Affected Members who rendered services to the Applicants after the date of the Initial Order are entitled to severance and termination pay in accordance with the terms of the aforementioned collective agreements.

The Collective Agreements Remain in Force

18. A proceeding brought under the CCAA does not have the effect of rendering null and void the Union's collective agreements or any part thereof. The entirety of the Union's collective agreements with the Applicants remain in force during the CCAA proceedings, including provisions in respect of severance and termination pay.

Section 33(1) of the CCAA

Section 11.01 – Payment for Service Provided After the Order

19. The Initial Order issued by this Court entitles, but does not require, the Applicants to pay, *inter alia*, payments under the Union's collective bargaining agreements, including severance and termination pay, whether incurred prior to, on or after the date of the Initial Order.

Paragraph 7a of the CCAA Initial Order

20. However, the Initial Order must be read and interpreted harmoniously with the express provisions of the CCAA. Section 11.01 of the CCAA provides as follows:

No order made under section 11 or 11.02 has the effect of

(a) prohibiting a person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided after the order is made; or

(b) requiring the further advance of money or credit.

21. Section 11.01 of the CCAA creates an exception to the general stay provisions of the CCAA (section 11.02(1) and (2)) whereby creditors may demand immediate payment for services provided after the date of the Initial Order.
22. Section 11.01 of the CCAA [formerly section 11.3] has received a significant amount of judicial scrutiny. In *Jeffrey Mines Inc.*, the Quebec Court of Appeal described the application of section 11.01 as follows:

Under section 11.[01] CCAA, a court cannot order suppliers of goods or services, including employees, to make their supply without receiving immediate payment from the monitor. As for the consideration payable, it cannot, in my opinion, be imposed unilaterally by the monitor or the court.

***Jeffrey Mines Inc.*, [2003] J.Q. No. 264 at paragraph 47.**

23. With respect to employees who render post-filing service to a debtor company, the Court held that "the consideration to be paid to these people must be that provided for in the collective agreements or in any amendment of the agreements negotiated with the appropriate union." That consideration includes the salaries and other benefits associated with the services provided since the Initial Order.

***Jeffrey Mines Inc.*, [2003] J.Q. No. 264 at paragraph 51.**

24. In *Nortel*, a motion was brought on behalf of former employees seeking an Order directing the debtor company to recommence payment of certain benefits, including termination and severance payments, which had been unilaterally discontinued as of the date of the Initial Order. The former employees at issue were laid off or terminated prior to the commencement of the CCAA proceeding and therefore did not render services to debtor company after the date of the Initial Order. In holding that termination and severance payments were not immediately payable pursuant to section 11.01 of the CCAA, Morawetz J. noted that in order to fit within section 11.01, services must be provided after the date of the Initial Order:

Section 11.[01] applies to services provided after the date of the Initial Order. The ordinary meaning of "services" must be considered in the context of the phrase "services,...provided after the order is made". On a plain reading, it contemplates in my view, some activity on behalf of the service provider which is performed after the date of the Initial Order. The CCAA contemplates that during the reorganization process, pre-filing debts are not paid, absent exceptional circumstances and services provided after the date of the Initial Order will be paid for the purpose of ensuring the continued supply of services.

...

Section 11.[01] contemplates, in my view, some current activity by a service provider post-filing that gives rise to a payment obligation post-filing...The exact time of when the payment obligation crystallized is not, in my view, the determining factor under section 11.[01]. Rather, the key factor is whether the employee performed services after the date of the Initial Order. If so, he or she is entitled to compensation benefits for such current services.

Nortel Networks Corp. (Re), [2009] O.J. No. 2558 at paragraphs 66 and 67

25. In *Nortel Networks Corp.*, the Court of Appeal further elaborated on the application of section 11.01 in respect of employees governed by a collective agreement who render services to a debtor company after the date of the Initial Order:

What then does the collective agreement require of Nortel as payment for the work done by its continuing employees? The straightforward answer is that the collective agreement sets out in detail the compensation that Nortel must pay and the benefits it must provide to its employees in return for their services. That bargain is at the heart of the collective agreement...Indeed, that package of compensation and benefits represents the commercially reasonable contractual obligations resting on Nortel for the supply of services by those continuing employees. It is that which is protected by s. 11[.01] from the reach of the January 14, 2009 order.

Nortel Networks Corp., [2009] O.J. No. 4967, at paragraph 19

26. Therefore, pursuant to section 11.01 of the CCAA, an Affected Member who has rendered post-filing services to the Applicants is entitled to immediate payment for such services in accordance with the totality of the applicable collective agreement. The collective agreement represents the agreed upon terms of payment that must be provided to an Affected Member in return for their services. The key to asserting a section 11.01 entitlement is whether the Affected Member performed services after the date of the Initial Order. If so, they are entitled to compensation in accordance with the terms of the collective agreement. In the within matter, compensation for post-filing services rendered by the Affected Members includes severance and termination pay.

Severance and Termination Payments are in respect of Post-Filing Service

27. It is respectfully submitted that severance and termination payments constitute payment in respect of post-filing services rendered by the Affected Members to the Applicants. In *Nortel Networks Corp.*, the Court of Appeal described periodic payments to *former employees* as a form of deferred compensation under predecessor collective agreements:

It can be assumed that the cost of these benefits was considered in the overall compensation package negotiated when they were created by predecessor collective agreements. In other words, they are compensation deferred from past agreements but provided currently as periodic payments owing to former employees for prior services. The services for which these payments constitute "payment" under the CCAA were those provided under predecessor agreements, not the services currently being performed for Nortel.

***Nortel Networks Corp.*, [2009] O.J. No. 4967, at paragraph 21**

28. The Court of Appeal's characterization of periodic severance and termination payments must be understood in the context of the facts before it. The Court's characterization of severance and termination pay as "payment" for services provided under predecessor collective agreements was based on a consideration of severance and termination payments owed to employees who did not render post-filing service to the debtor and whose entitlement to severance and termination payments had therefore "vested" prior to the date of the Initial Order (and possibly under predecessor collective agreements). The Court's characterization of severance and termination payments was not intended to address circumstances in which an employees' entitlement to severance and termination pay "vests" in connection with post-filing service rendered to a debtor company.
29. This is reinforced by the Court's acknowledgment that the proper characterization of severance and termination pay as "payment" for pre-filing or post-filing service is directly connected to the point at which the entitlement "vests":

Moreover, the rights of former employees to these periodic payments remain currently enforceable even though those rights were created under predecessor collective agreements. They become a form of "vested" right, although they may only be enforceable by the Union on behalf of the former employees: see *Dayco (Canada) Ltd. v. CAW-Canada*, [1993] 2 S.C.R. 230 at 274. That is entirely inconsistent with the periodic payments constituting payment for current services. If current service was the source of the obligation to make these periodic payments then, if there were no current services being performed, the obligation would evaporate and the right of the former employees to receive the periodic payments would disappear. It would in no sense be a "vested" right.

***Nortel Networks Corp.*, [2009] O.J. No. 4967, at paragraph 22**

30. Accordingly, the determination of whether a "payment" under section 11.01 of the CCAA is a payment for services rendered after the date of the Initial Order is predicated on whether the payment at issue "vests" in connection with pre-filing or post-filing service rendered to the Applicants. If the payment "vested" prior to the date of the Initial Order, it is entirely inconsistent with payments for current services. If, however, the payment "vests" in respect of post-filing services provided to the Applicants, then there is a direct nexus between the payment at issue and the current services being rendered and payment is therefore in respect of service provided after the date of the Initial Order.
31. In the within matter, the severance and termination payments at issue "vested" in the Affected Members in connection with post-filing services rendered to the Applicants. In the words of the Court of Appeal, current service is the source of the obligation to make severance and termination payments because, "if there were no current services being performed, the obligation would evaporate and the right...to receive periodic payments would disappear."

***Nortel Networks Corp.*, [2009] O.J. No. 4967, at paragraph 22**

32. Moreover, the fact that the Union and the Applicants have agreed to formula in the collective agreements that incorporates length of service as a key factor in determining the quantum of severance pay owed to employees does not convert a post-filing debt into a pre-filing debt. The reality is that the severance and

termination pay owed to the Affected Members who rendered post-filing service to the Applicants is entirely dependent on the post-filing services provided and is therefore properly characterized as such.

33. It is therefore submitted that severance and termination payments owed the Affected Members who rendered service to the Applicants after the date of the Initial Order must be immediately paid in full pursuant to section 11.01 of the CCAA.
34. In the alternative, if this Honourable Court finds that the severance payments at issue are assumed to be compensation deferred from predecessor collective agreements, it is respectfully submitted that termination payments are distinguishable from severance payments and are properly characterized as payments in respect of post-filing service.
35. Debts in respect of termination pay under the parties' collective agreements become owing to employees at the point where their employment was terminated during the post-filing period and therefore such claims are post-filing claims. Debt arising under a collective agreement in respect of a failure to provide an employee with proper notice of termination is akin to common law damages for wrongful dismissal. In each case the claim for damages is for breach of contract. They are not claims based on deferred compensation. Damages arising from breach of contract are distinguishable from claims for termination pay under employment standards legislation. Therefore, it is respectfully submitted that the termination payments at issue are properly characterized as post-filing service debt payable immediately pursuant to section 11.01 of the CCAA.

Re West Bay SonShip Yachts Ltd., [2009] B.C.J. No. 120, at paragraphs 14-16.

Windsor Machine & Stamping Ltd., [2009] O.J. No. 3195, at paragraph 38.

36. In the further alternative, if this Honourable Court finds that the severance and termination payments at issue are assumed to be compensation deferred from

predecessor collective agreements, it is respectfully submitted that this assumptive characterization may be rebutted if evidence can demonstrate that the parties intended otherwise. In *Nortel*, the Court of Appeal held that “it can be assumed that the cost of these benefits was considered in the overall compensation package negotiated when they were created by predecessor collective agreements.” In other words, it is a mere assumption that severance and termination payments are in respect of pre-filing service rendered by an employee to a debtor company in a CCAA proceeding.

***Nortel Networks Corp.*, [2009] O.J. No. 4967, at paragraph 21**

37. The evidence on the record in the within matter confirms that this assumption has been rebutted. The Applicants issued notices of layoff to the Affected Members in Kelowna on September 3, 2009 (“Notices”). In the Notices, the Applicants set out the effective date of the lay-off and the specific entitlements of each Affected Member to severance and termination pay (i.e. notice of lay-off). Further, in the Notices the Applicants indicate that entitlement to severance and termination pay, or notice in lieu thereof, is contingent on the continued supply of services:

You will only be entitled to paid notice and severance pay if you continue to work until your last day of scheduled work.

Affidavit of Rob Lumgair, Tabs L-T, Motion Record of the CEP, pages 39-57

38. The Affected Members last day of work was subsequent to the date of the Initial Order. Therefore, in effect, the Applicants have converted the “payment” of severance and termination pay into a “payment” that is in respect of or directly connected to the continued supply of services to the Applicants after the date of the Initial Order.
39. This is precisely the type of “payment” intended to be captured within the ambit of section 11.01 of the CCAA. It is a “payment” that was utilized by the Applicants as an inducement and which was necessary to ensure that the

Applicants secured the continued supply of services during its restructuring. The continued supply of service during the Applicants' restructuring is, of course, an essential element to fulfilling the underlying purpose of the CCAA: "to facilitate restructuring...[and] avoid the negative consequences of terminating business operations and to allow a company to carry on business."

***Fraser Papers Inc.*, [2009] O.J. No. 3188, at paragraph 14**

***Nortel Networks Corp. (Re)*, [2009] O.J. No. 2558 at paragraph 35**

40. It is therefore submitted that the severance and termination payments at issue were recognized by the Applicants as contingent on the continued supply of services during the restructuring and, as such the aforesaid payments are properly characterized as payments in respect of services rendered to the Applicants after the date of the Initial Order.
41. In the further alternative, it is respectfully submitted that the Affected Members that rendered services to the Applicants after the date of the Initial Order are entitled to any incremental increase in termination pay and severance pay that is attributable to the period of time after the date of the Initial Order.

***Windsor Machine & Stamping Ltd.*, [2009] O.J. No. 3195, at paragraph 38.**

ISSUE II: HARDSHIP EXCEPTION

42. This Honourable Court has a broad discretion to issue orders that are just and equitable and that give effect to the purpose of the CCAA.

Section 11 of the CCAA

43. In the within matter, the record demonstrates that the Affected Members were cut off from severance and/or termination payments by the Applicants as of the date of the Initial Order. The record further demonstrates that the Applicants' decision to discontinue severance and termination payments has caused the Affected Members to experience financial hardship.

Affidavit of Rob Lumgair, Motion Record of the CEP, pages 6-15

Affidavit of Carol MacGregar, Motion Record of the CEP, pages 102-106

Affidavit of Steve Barker, Motion Record of the CEP, pages 110-114

Affidavit of Patrick Vanderburg, Motion Record of the CEP, pages 118-122

Affidavit of David Lewington, Motion Record of the CEP, pages 126-129

44. In *Nortel*, Morowetz J, noting the severe impact that the cessation of payments had on employees, stated as follows:

In recognition of the circumstances that face certain retirees and Former Employees, the Monitor is directed to review the current financial circumstances of the Applicants and report back as to whether it is feasible to establish a process by which certain creditors, upon demonstrating hardship, could qualify for an unspecified partial distribution in advance of a general distribution to creditors.

***Nortel Networks Corp.*, [2009] O.J. No. 2558, at paragraph 88**

45. In the circumstances, it is submitted that the hardship experienced by former employees in *Nortel* is analogous to the hardship experienced by the Applicants' former employees and, therefore, it is just and equitable for this Honourable Court to exercise its discretion and Order that the Applicants establish a hardship process similar to that which was crafted in the *Nortel* matter.

PART IV: ORDER REQUESTED

46. The Union respectfully requests:
- (a) **AN ORDER** directing the Applicants to immediately satisfy all obligations in respect of severance payments and notice of termination and/or notice of severance payments in accordance with the terms of the applicable collective agreements to members of the Union that rendered services to the Applicants after the date of the Initial Order; and

- (b) **AN ORDER** directing the Applicants to establish a process to enable former employees that are experiencing financial hardship to apply for immediate payment on account of their future claim distributions in the Applicants' CCAA proceedings.

ALL OF WHICH IS RESPECTFULLY SUBMITTED
this 11th day of February 2010.



Douglas Wray



Jesse Kugler

Lawyers for the
Communications, Energy and
Paperworkers Union of Canada

SCHEDULE "A"

LIST OF AUTHORITIES

Jeffrey Mines Inc., [2003] J.Q. No. 264 [QC C.A.]

Nortel Networks Corp. (Re), [2009] O.J. No. 2558

Nortel Networks Corp., [2009] O.J. No. 4967 [Ont. C.A.]

Re West Bay SonShip Yachts Ltd., [2009] B.C.J. No. 120 [BC C.A.]

Windsor Machine & Stamping Ltd., [2009] O.J. No. 3195

Fraser Papers Inc., [2009] O.J. No. 3188

SCHEDULE "B"

TEXT OF STATUTES

Companies Creditors Arrangement Act, R.S.C. 1985. c. C-36

General power of court

11. Despite anything in the Bankruptcy and Insolvency Act or the Winding-up and Restructuring Act, if an application is made under this Act in respect of a debtor company, the court, on the application of any person interested in the matter, may, subject to the restrictions set out in this Act, on notice to any other person or without notice as it may see fit, make any order that it considers appropriate in the circumstances.

Rights of Suppliers

11.01 No order made under section 11 or 11.02 has the effect of

- (a) prohibiting a person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided after the order is made; or
- (b) requiring the further advance of money or credit.

Collective agreements

33. (1) If proceedings under this Act have been commenced in respect of a debtor company, any collective agreement that the company has entered into as the employer remains in force, and may not be altered except as provided in this section or under the laws of the jurisdiction governing collective bargaining between the company and the bargaining agent.

EXHIBIT "A"

CEP Member	Location	Notice of Layoff	Effective Date of Layoff	Severance Owed	Termination Pay/Notice
Kelsey Chase	Kelowna	September 3/09	October 15/09	\$1771.90	\$0
Steve Barker	Kelowna	September 3/09	December 3/09	\$87,725.60	3 months pay in lieu
Sandy Dawson	Kelowna	September 3/09	October 15/09	\$19,864.20	\$0
Robert Engel	Kelowna	September 3/09	October 15/09	\$19,864.20 (quantum in dispute)	\$0
Kirk Mitchell	Kelowna	September 3/09	October 15/09	\$45,843.20	\$0
Corey Pausch	Kelowna	September 3/09	December 3/09	\$57,896.00	3 months pay in lieu
Tim Peeling	Kelowna	September 3/09	October 15/09	\$1743.20	\$0
Patrick Vanderburg	Kelowna	September 3/09	December 10/09	\$95,381.20	3 months pay in lieu
Scott Vanderburg	Kelowna	September 3/09	December 3/09	\$5713.35	3 months pay in lieu
Cheryl Osler	Saskatoon	November 12/09	November 30/09	\$819.73 (quantum in dispute)	\$264.00
Chuck LaFerriere	Saskatoon	November 12/09	November 30/09	\$29,573.25	\$1820.00
Ross Miller	Saskatoon	November 12/09	November 30/09	\$17,480.71	\$1196.00
David Giles ¹	Saskatoon	November 12/09	November 30/09	\$14,199.40	\$862.27
Devin Sauer ²	Saskatoon	November 12/09	November 30/09	\$1322.20	\$0
Jay Newton	Saskatoon	November 12/09	November 30/09	\$12,564.62	\$1046.50
Collin Konrath	Saskatoon	November 12/09	November 30/09	\$10,069.67	\$644.00
Warren Hall	Saskatoon	November 12/09	November 30/09	\$2140.97	\$241.50
Christopher Stanton	Saskatoon	November 12/09	November 30/09	\$317.70	\$0

¹ Layoff rescinded.

² Layoff rescinded.

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1985, c C-36, AS AMENDED

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Applicants

Court File No. CV-09-8396-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

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