

**AGREEMENT BETWEEN
CANWEST GLOBAL TELEVISION AND CEP
RE: MEDIATION**

1. The Parties are currently engaged in adjudication before the CIRB regarding issues under Section 18.1.
2. The Parties wish to commence mediated discussions related to the issues currently before the CIRB including scope, inclusions and exclusions, and applicable collective agreements, as well as general collective bargaining issues, an attempt to avoid the adjudication process before the CIRB.
3. In order to facilitate that, the Parties agree to ask the CIRB to adjourn the dates set in December before the CIRB. It is understood that this Mediation Agreement is contingent on the CIRB granting the Parties' request to adjourn the December dates. The Parties will reserve the subsequent hearing dates pending progress at mediation. Should it be necessary to utilize the future hearing dates, the hearings will proceed in the order contemplated by the Board.
4. The Parties will, however, continue with the submissions to the CIRB, including the replies to the submissions on bargaining unit issues, scope issues, and the submissions presently due on December 15 related to B.C. The Parties agree that the deadlines for the filing of such submissions may be extended by mutual agreement, in which case the Parties will jointly request that the CIRB extend those deadlines.
5. The Parties agree upon Brian Foley as the mediator in this matter. The process utilized before Brian Foley will be determined by the Parties, in consultation with Mr. Foley, when they first commence the process. The process is intended to commence during the month of December, depending on Mr. Foley's availability.

Mr. Foley's fees will be shared equally between the Parties. It is anticipated the mediation will be held in Vancouver, British Columbia.

6. Mediation will begin with discussions in relation to the Eastern Bargaining Unit, followed by discussions in relation to the BC Unit, then the Alberta Unit. It is understood that while the Parties agree to begin discussions on all outstanding issues as they pertain to the Eastern Bargaining Unit before the mediation in relation to the BC and Alberta Units may commence, it is not necessary to reach an agreement on all such issues prior to commencing mediation elsewhere. At the same time, the Parties are also not precluded from reaching an agreement in relation to the Eastern Bargaining Unit before mediation commences elsewhere. The Parties are also not precluded from discussing, in the context of the Eastern Bargaining Unit discussions, the implications of a proposal on the BC or Alberta bargaining units.
7. It is understood that the Union and the Company are free to raise any issues as part of the discussions, including bargaining unit structure issues. Both Parties agree that the persons present on behalf of each them are in a position to make decisions on behalf of their respective party. The Company understands, however, that any agreement reached would be subject to the ratification process of the Union.
8. Both Parties agree that all discussions with the mediator will be without prejudice to positions they take before the CIRB and no discussions in those mediated talks will be utilized in any future proceedings before the CIRB. The Parties further agree that any "bargaining" that takes place further to this Agreement does not constitute "bargaining" for the purposes of the *Canada Labour Code*.
9. Should either Party determine that the mediated talks are no longer useful or desirable, they may bring those mediated discussions to an end and reactivate the proceedings before the CIRB.