

Audit Committee

July 6th, 2007

s.18(b)

s.20(1)(b)

Subject Matter

Galaxie Contract Renewal with Bell ExpressVu

Background

Bell ExpressVu currently represents over _____ of revenues for Galaxie. The current agreement expires on April 1st, 2008.

Objective and Rationale

Type of Contract

Overview of Parties

ExpressVu Limited Partnership and the Canadian Broadcasting Corporation

Financial Terms

Rate of _____ cents per subscriber per month for the duration of the term. Gross Revenues for the duration of the agreement are estimated at _____ based on current subscriber count and estimated subscriber growth for the next 5 years.

Start Date and Term

May 1st, 2007 for 5 years, expiring April 30th, 2012

Special Clauses

Authorized Signatories

Michel Tremblay - Vice President, Strategy and Business Development
Johanne Charbonneau – Vice President, Chief Financial Officer

Remark/Risk evaluation/Critical issues

CBC Policies applicable to this transaction

Contract in excess of _____ in revenues or 4 years in duration need to be approved by BOD.

For decision prior to negotiation For decision after negotiation

Prepared by

Name: Eric Albert, General Manager - Galaxie
Date: July 5th, 2007

Management recommendation

Approval of this contract is recommended

RESOLVED THAT the Audit Committee hereby approves the five year (2007-2012) extension of the agreement between CBC/Radio-Canada and Bell ExpressVu Inc. for the supply of Galaxie Digital Pay Audio service pursuant to the terms of the supplementary resolution attached hereto as Appendix A.

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Last discussed at the Board

Date: Decision made:

Next steps

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Supplementary Resolution
CBC/Radio-Canada (Galaxie) Contract with Bell ExpressVu Inc.

s.18(b)

s.21(1)(a)

WHEREAS:

- (i) The current agreement between CBC/Radio-Canada and Bell ExpressVu Inc. for the supply of Galaxie Digital Pay Audio service expires on April 1, 2008;
- (ii)
- (iii) A renewal contract has been negotiated between the parties on the following terms, namely, for a term of five years commencing May 1, 2007 and ending April 30, 2012, at a rate of per subscriber per month;

BE IT RESOLVED THAT the Corporation be and it is hereby authorized to enter into, to execute, whether under the corporate seal of the Corporation or otherwise, and to deliver an agreement for the supply of Galaxie Digital Pay Audio service to Bell ExpressVu Inc. (the "Agreement") effective from May 1, 2007 to April 30, 2012 (the "Term") for consideration of per subscriber per month; and pursuant to all other terms and conditions as determined by the Vice President and Chief Financial Officer and the Vice-President, Strategy and Business Development, (hereafter the "Officers") and,

AND BE IT FURTHER RESOLVED THAT the Officers or their respective delegates, be and they are hereby authorized and directed, for and on behalf of the Corporation, to execute, whether under the corporate seal of the Corporation or otherwise, and to deliver the Agreement and all such documents, instruments and agreements and to do all such acts and things as such Officers or delegates may in their absolute discretion determine to be necessary or desirable to carry out the foregoing resolutions inclusive of this resolution, including without limitation all documents and actions necessary in connection with or in implementation of the transactions contemplated in the Agreement with such changes thereto as the Officers shall determine and otherwise in form and substance acceptable to such Officers of the Corporation, the execution and delivery of any such Agreement in accordance with the provisions of this paragraph being conclusive evidence of such determination and acceptance.

**104th MEETING OF THE AUDIT COMMITTEE
CANADIAN BROADCASTING CORPORATION
St. John's, Newfoundland and Labrador – June 19, 2007**

Tuesday June 19, 2007

Also in attendance, Mark Watters and Pascale Legault from the Auditor General's Office

ITEM	START TIME	REPORT BY	MOTION REQUIRED	DOCUMENT
1. Approval of the minutes of the May 2, 2007 meeting	9:00	Hélène Fortin	YES	YES
2. Matters arising from previous meetings <ul style="list-style-type: none"> • Policy 2.3.23: Travel Management • Significant Policies • November 2007 meeting date 		Johanne Charbonneau Meg Angevine Meg Angevine		YES YES
3. 2006-2007 Quarterly Financial Management Report – 4th quarter		Johanne Charbonneau		YES
4. 2006-2007 Financial Statements <ul style="list-style-type: none"> • Review of Financial Statements • Review statement of Management's responsibility for financial statements • Review financial disclosures and reporting in the Annual Report 		Johanne Charbonneau		YES YES YES
5. External Audit Report <ul style="list-style-type: none"> • Auditor General's Report on Attest Audit 		Mark Watters Pascale Legault		YES
6. Approval of Financial Statements		Johanne Charbonneau	YES	
7. Risk Management		Pierre Nollet		s.18(b) YES s.21(1)(b) YES
8. Approval of the Consolidated Pension Plan text		George Smith	YES	YES
Working Lunch	12:00			
9. Vision Project <ul style="list-style-type: none"> • Update • Internal Audit Report 		Ray Carnovale Michel Maisonneuve		YES
10. Approval of contracts <ul style="list-style-type: none"> • Aetios • Lease Renewal for London, England 		Sylvain Lafrance Michel Saint-Cyr	YES YES	YES YES
11. 2006-2007 Quarterly Internal Audit Report (4 th quarter)		Michel Maisonneuve		YES
12. Update on Internal Controls Project		Johanne Charbonneau		YES

**104th MEETING OF THE AUDIT COMMITTEE
CANADIAN BROADCASTING CORPORATION
St. John's, Newfoundland and Labrador – June 19, 2007**

13. Ratification of Acting Chair and President and CEO's Travel and Hospitality Expenses (January 1 to March 31, 2007)		Johanne Charbonneau	YES	YES
14. In-camera with OAG				
15. In-camera with Internal Auditor				
16. In-camera				
Next meeting – September 12, 2007				
Conclude	15:30			

UPDATES/INFORMATION

- Overview of Partnership Agreements – J. Charbonneau
- Review of 2006-2007 Non-Audit Services provided by Deloitte & Touche, Internal Auditors – M. Maisonneuve
- Report of Independent Officer – Pierre Nollet

**104th MEETING OF THE AUDIT COMMITTEE
CANADIAN BROADCASTING CORPORATION
St. John's, Newfoundland and Labrador – June 19, 2007**

s.18(b)
s.21(1)(a)
s.68.1

Pascale Legault from the Auditor General's Office

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5. External Audit Report <ul style="list-style-type: none"> • Auditor General's Report on Attest Audit 		Mark Watters Pascale Legault		YES
6. Approval of Financial Statements		Johanne Charbonneau	YES	
7. Risk Management		Pierre Nollet		YES YES
8. Approval of the Consolidated Pension Plan text		George Smith	YES	YES
Working Lunch	12:00			
9. Vision Project <ul style="list-style-type: none"> • Update • Internal Audit Report 		Ray Carnovale Michel Maisonneuve		YES
10. Approval of contracts		Sylvain Lafrance Michel Saint-Cyr	YES YES	YES YES
11. 2006-2007 Quarterly Internal Audit Report (4 th quarter)		Michel Maisonneuve		YES
12. Update on Internal Controls Project		Johanne Charbonneau		YES

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Board of Directors

(June 19, 2007)

Subject matter

Overview of partnership agreements – 2006/07

Background

In accordance with the Audit Committee's terms of reference, management must prepare and submit a financial report on the Corporation's partnerships.

Information on the matter

See attached.

For decision

For information X

Prepared by

Name: J. Charbonneau

Date: May 30, 2007

Management recommendation

N/A

Last discussed at the Board

Date: June 15, 2006

Decision made: N/A

Next steps

N/A

**Pages 10 to / à 11
are withheld pursuant to section
sont retenues en vertu de l'article**

68.1

**of the Access to Information Act
de la Loi de l'accès à l'information**

Audit Committee
(June 19, 2007)

Subject matter

Report from Internal Audit on non-audit services provided to CBC in Fiscal Year 2006-2007

Background

Under the Terms of Reference approved in November 2002, the Audit Committee must review the non-audit services to be provided by the internal auditor's firm or its affiliates (including estimated fees), and consider the impact on the independence of the internal audit.

Information on the matter

See attached

For decision

For information



Prepared by

Name: Michel Maisonneuve, Deloitte & Touche LLP
Date: May 2007

Management recommendation

N/A

Last discussed at the Board

Date: N/A
Decision made:

Next steps

N/A

May 28, 2007

PRIVILEGED & CONFIDENTIAL

Members of the Audit Committee of

CBC/Radio-Canada

Ms. H  l  ne Fortin

Ms. Johanne Brunet

Mr. Bernd Christmas

Mr. K. (Rai) Sahi

Ms. Edna Turpin

s.20(1)(b)

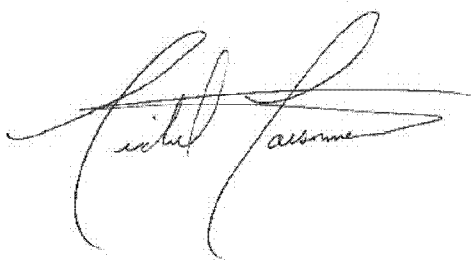
Dear Members:

As requested, please find hereafter a list of non-audit projects undertaken by Deloitte & Touche, for the April 1, 2006 to March 31, 2007 period.

Contracts	Status	Fees
1. Corporate Portal [April 2006]	In progress	+ traveling expenses approx.
2. U.S. excise tax savings opportunity that may result in tax refunds and future tax savings for CBC/Radio-Canada [July 15 to September 30, 2006]	Completed	of actual tax refunds
3. BAU Canada (acquired by D&T in July 2006) – provide IT/IM consulting services, pursuant to a Request for Supply Arrangement (RFSA) led by IT [October 1, 2006 to September 30, 2008]	In progress	

Hoping everything to your convenience, do not hesitate to contact me if you require more information.

Best regards,



Michel Maisonneuve, CA
Engagement Partner – Manager, Internal Audit
Enterprise Risk Services, Deloitte & Touche

Audit Committee

June 19, 2007

Subject matter**REPORT OF INDEPENDENT OFFICER****Background**

An annual report from the Independent Officer appointed pursuant to the Whistleblower Policy is mandated. The Independent Officer began his term on April 1, 2005 and this is his second and final report.

Information on the matter

The report summarizes the activities of the Independent Officer during his second year in office.

For decision**For information****Prepared by**

Name: Pierre Nollet

Date: June 1, 2007

Management recommendation**Last discussed at the Board**

Date: June 20, 2006

Decision made: N/A

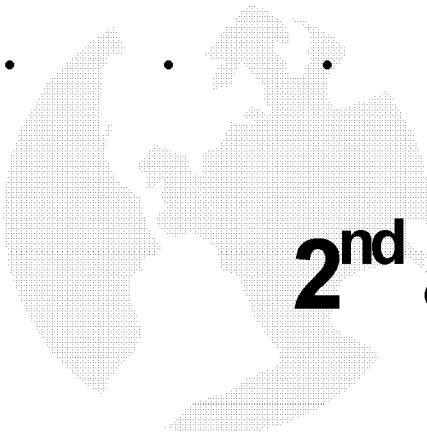
Next steps

Publish an executive summary of the report on the Corporate websites of CBC/Radio-Canada

.....

CBC/Radio-Canada
Policy on Disclosure
of Wrongdoings

Independent Officer's



2nd and Final Report

June 2007

Independent Officer's Report

June 2007

Role and Responsibilities

As Canada's public broadcaster, CBC/Radio-Canada is committed to carrying out all its business activities (financial or otherwise) according to the highest possible standards of integrity. To support this commitment, CBC/Radio-Canada introduced and implemented a Corporate Policy on Disclosure of Wrongdoings (the "Disclosure Policy").

In March 2005, the Board of Directors approved my appointment as Independent Officer in accordance with the requirements of the Disclosure Policy. I assumed my duties on April 1, 2005 and submitted my first report on my activities to the Audit Committee of the Board of Directors in June 2006.

As the **Independent Officer**, I am responsible for:

- a. overseeing the administration of the Disclosure Policy and maintaining appropriate records;
- b. establishing appropriate procedures, forms and guidelines under the Disclosure Policy;
- c. receiving, recording and reviewing any **disclosures of wrongdoing** received from **employees**;
- d. establishing if there are sufficient grounds for further action and review;
- e. advising the President and CEO, or where the **disclosure** concerns the conduct of the President and CEO, advising the Chairperson of the Board of Directors of instances requiring urgent attention;
- f. conducting investigations in accordance with the guidelines to the Disclosure Policy; and
- g. preparing an annual report to the Audit Committee of the Board of Directors summarizing the activities, including **disclosures** received in each fiscal year, and how they were resolved.

I may also appoint one or more delegate(s) to assist in carrying out the responsibilities of the position.

Activities Since My Last Report

Pursuant to the disclosure procedure set out in the guidelines to the Disclosure Policy, any disclosures may be made in either of the following ways:

- by telephone or email to the Disclosure Information Officer; or
- in person or in writing to an immediate supervisor.

Most disclosures are made through one of these two channels. In some cases, a disclosure may be made in person or in writing to the Vice-President, General Counsel & Corporate Secretary or to the Compliance Officer and Assistant Corporate Secretary, or in person or in writing to the undersigned.

As stated in my first report, the bulk of the activities in the 2005-2006 year related to ensuring that the necessary administrative systems were in place and operating to support the Disclosure Policy. There was only one disclosure received in 2005-2006, which was investigated and ultimately, a finding was made that no wrongdoing had been established.

In terms of the number of disclosures received, the 2006-2007 year was similar to the previous year. The report on disclosures made over the past year is attached as Appendix 1. To summarize, only one disclosure was received during the year, which resulted in a finding that no wrongdoing had been established.

New Legislation Proclaimed in Force

On March 29, 2007, the President of the Treasury Board announced that the *Public Servants Disclosure Protection Act* would come into force on April 15, 2007. Under this new legislation, the Public Sector Integrity Commissioner has replaced the role of Independent Officer under the CBC/Radio-Canada Disclosure Policy. Accordingly, my appointment no longer serves any purpose and comes to an end with this legislative change.

CBC/Radio-Canada is now subject to legislative regulation in addition to its own policy. The Disclosure Policy and related guidelines and procedures have been modified where necessary to reflect the requirements of the legislation.

Conclusion

I would like to take this opportunity to thank CBC/Radio-Canada for appointing me to this position. It has been an honour and my pleasure to serve in this capacity for the Corporation.

Jean-Pierre Soublière
Independent Officer
June 1, 2007

ANNUAL DISCLOSURE ADMINISTRATION REPORT

APRIL 2006 - MARCH 2007

	New disclosures in the period	Currently under review	Currently under investigation	Decisions rendered
Number of calls received	1	0	0	0
Number of cases	0	0	0	1*
Number of emails received	1	0	0	1

* Note: Decision rendered in the March 2006 case

Completed by: Nicole Peever / Sylvie Potvin
Date: May 14, 2007

DRAFT

**103rd MEETING OF THE AUDIT COMMITTEE
CANADIAN BROADCASTING CORPORATION
OTTAWA, ONTARIO
May 2, 2007**

PRESENT:

Ms. Hélène Fortin Chair
Ms. Johanne Brunet
Mr. Bernd Christmas
Ms. Edna Turpin (via telephone for part of the meeting)

REGRETS:

Mr. K (Rai) Sahi

ALSO ATTENDING:

Ms. Johanne Charbonneau, Vice-President and CFO
Ms. Pascale Legault, Office of the Auditor General
Mr. Daniel Paquette, Office of the Auditor General
Mr. Neil Brown, Deloitte & Touche (Internal Audit)
Mr. Michel Maisonneuve, Deloitte & Touche (Internal Audit)
Mr. Gabriel Rodriguez, Deloitte & Touche (Internal Audit)
Ms. Meg Angevine, Compliance Officer and Assistant Corporate Secretary

Other participants as identified in the Minutes.

**103rd MEETING OF THE AUDIT COMMITTEE
CANADIAN BROADCASTING CORPORATION
OTTAWA, ONTARIO
May 2, 2007**

The Chair called the meeting to order at 10:00 a.m.

The Chair noted that the Committee has a new member, Edna Turpin, and advised that Ms. Turpin was unable to attend in person today but planned to join the meeting in progress via telephone.

The Chair further advised that the agenda item dealing with the Acting Chair's and President and CEO's Travel and Hospitality Expenses would be deferred to the June meeting.

APPROVAL OF THE MINUTES

On a motion duly moved and seconded

IT IS RESOLVED THAT the minutes of the Audit Committee meeting held on March 8, 2007 be and are hereby approved.

MOTION CARRIED

MATTERS ARISING FROM PREVIOUS MEETINGS

No matters to report.

s.21(1)(b)

VISION PROJECT UPDATE

Ray Carnovale, Vice-President and Chief Technology Officer, joined the meeting. Mr. Carnovale provided an update on the project to May 1, 2007, reporting on a number of matters, including:

(i)

(ii)

(iii)

INTERNAL AUDIT REPORT ON VISION

Gabriel Rodriguez reported on the continuing work of Internal Audit in monitoring the Vision project. The Committee received a thorough written report at the meeting and Mr. Rodriguez presented the highlights.

The Chair thanked Mr. Rodriguez for his report.

Mr. Carnovale and Mr. Rodriguez withdrew from the meeting.

REPORT ON PENSION PLAN

Debra Alves, Strategic Investments Portfolio Manager, CBC Pension Fund, and Suzanne Morris, Secretary/Treasurer, CBC Pension Fund, joined the meeting to present the 2006 Annual Report on the Fund. They conveyed apologies to the Committee on behalf of Stephen Cotsman, Managing Director/CEO, CBC Pension Fund, who was unable to attend.

The Chair noted that Ms. Alves will succeed Mr. Cotsman as Managing Director/CEO

s.19(1)

A detailed report was circulated to the Committee in advance and a copy of the report has also been distributed to all Directors of CBC/Radio-Canada. Ms. Alves and Ms. Morris provided comments on the report covering:

- 2006 Financial and Performance Highlights s.21(1)(a)
- Actuarial Valuation as of December 31, 2006 s.21(1)(b)
- 2006 Activities
- 2007 Objectives

Ms. Alves reviewed the structure and key elements of the CBC Pension Plan, noting the employee and employer contribution rates, and the indexing rate. She also commented that the Plan is a mature one and referred to the 10-year history showing the number of pensioners versus the number of contributors. She also noted the Plan's performance against benchmarks and commented upon the key financial indicators for the Plan, stating that a new benchmark, the liability benchmark, was introduced in 2006.

Ms. Morris then briefed the Committee on the actuarial valuation of the Plan, outlining the calculation process and results for both going concern and solvency bases.

Ms. Alves referred to the volume of inquiries received by the call centre, which increased in 2006 (28,600 in total) compared with a total of 24,200 in 2005 and reported that member satisfaction with the service provided is good. Other activities included a Trustee self-assessment program, continuing education for Trustees, the actuarial valuation at December 31, 2006, and risk management initiatives related to investments.

Lastly, Ms. Alves canvassed the 2007 objectives; the major ones being (i) to complete the asset mix transition; (ii) to support the transition to a new Managing Director/CEO; (iii) to review key risks on a rotating basis; and (iv) to provide a continuing education program for Trustees.

The Chair thanked Ms. Alves and Ms. Morris for a thorough and informative presentation.

Ms. Alves and Ms. Morris withdrew from the meeting.

UPDATE ON ATTEST AUDIT

Pascale Legault of the Office of the Auditor General provided an update on the status of the annual attest audit. She reported on three aspects of the audit work:

- (i) the verification of the material supporting the financial statements
there are three teams - one in Montreal, one in Toronto and one in Ottawa
no errors have been identified at present although it is still early in the process
there is very good co-operation on the part of CBC/Radio-Canada staff
- (ii) the examination of the data conversion process for RDI
OAG is generally satisfied with the process followed but is preparing a memorandum outlining observations and suggestions for improvement
- (iii) the travel and hospitality expenses review
the work has been completed and discussion with management are underway
no material transactions that need to be reported to the Audit Committee
OAG will raise some concerns in its final report

s.21(1)(b)

At the request of the Committee, Ms. Charbonneau will initiate a review of the current corporate policy on Travel and Hospitality. In addition, an up-to-date list of Significant Policies, including the dates of the last Board review for each one, will be circulated to the Committee in June, with management's recommendation regarding a process for regular review of policies.

Ms. Turpin joined the meeting via telephone.

INTERNAL CONTROLS PROJECT UPDATE

Stephane Rivest, Director, Policy and Internal Control, joined the meeting. He provided an update on the status of the project, with reference to the material distributed in advance. In his comments, he touched on the introduction of the term “reportable deficiency” in the proposed National Instrument 52-109 of the Canadian Securities Administrators and Ms. Charbonneau explained the relevance for CBC/Radio-Canada in the context of the contemplated certification regime for Crown Corporations.

s.68.1

Mr. Rivest reviewed progress in relation to the three components of the project, confirming that testing of internal controls is underway for the processes related to purchase to pay, corporate payroll and personal services contracts. He added that KPMG has been retained to assist with the testing activities.

Overall, the project is progressing well, although there continue to be delays related to the Vision component of the project. There has been some reallocation of both KPMG and internal resources to manage the funding requirements for the project to completion.

The Chair commented that this project represents a sound investment by the Corporation, adding that the challenge will be to sustain it once the initial work is completed.

Mr. Rivest left the meeting.

RISK MANAGEMENT

In support of the Committee’s on-going monitoring of the Corporation’s key risks, the following presentations were made by management.

Bill Atkinson, Executive Director, Business Development, Stan Staple, Director, Research and Strategic Analysis, and Mark Allen, Manager, Industry Analysis, joined the meeting.

The Chair thanked Mr. Staple and Mr. Allen for their excellent presentation.

Mr. Staple and Mr. Allen left the meeting.

The Chair thanked Mr. Atkinson for his presentation.

Mr. Atkinson left the meeting.

APPROVAL OF CORPORATE EXPRESS CONTRACT

Claude Laroche, Senior Director, Supply Management, joined the meeting.

The proposed contract is for the purchase of office supplies, toner cartridges and paper over a five-year period. Material outlining the terms of the proposed contract was circulated to the Committee in advance covering (i) the Request for Standing Offers process followed (on MERX); (ii) the details of the recommended supplier; (iii) the contract terms; and (iv) the benefits to CBC/Radio-Canada.

Mr. Laroche explained that bids were solicited on the basis of a “basket of goods” representing the types of products usually ordered by CBC/Radio-Canada under such an agreement. He noted that one of the key advantages to CBC/Radio-Canada with this supplier is the distribution network as Corporate Express has nine distribution centres across Canada, compared with one for the previous supplier of office products.

After discussion, the Committee approved the contract.

On a motion duly moved and seconded

IT IS RESOLVED THAT the Audit Committee hereby approves the entering into a 5-year standing offer with Corporate Express for the supply to CBC/Radio-Canada of office supplies and paper, pursuant to the terms and conditions found in the Supplementary Resolution attached hereto as Appendix A.

MOTION CARRIED

Mr. Laroche withdrew from the meeting.

RATIFICATION OF CONTRACT WITH DELOITTE & TOUCHE LLP FOR INTERNAL AUDIT SERVICES RELATED TO VISION PROJECT (IN CAMERA)

Johanne Charbonneau outlined the rationale for extending the current contract to provide internal audit services through to the end of the Vision Project. Material was distributed to the Committee in advance detailing background information, the terms of the extension, and the total amount expended to date on internal audit services related to Vision. She noted that the Chair of the Committee has approved the contract as proposed.

Ms. Charbonneau also provided specifics of the negotiations between the parties and the focus of the work to be done by internal audit from this point forward.

The Committee engaged in discussion with respect to the options available at this stage and agreed that the work of internal audit is critical to the project, given that the main networks have not yet gone live. The Committee ratified the contract.

On a motion duly moved and seconded

IT IS RESOLVED THAT the Audit Committee hereby ratifies the extension of the contract with Deloitte & Touche LLP for the provision of on-going internal audit services related to the Vision Project for the period April 1, 2007 to September 10, 2007 at a cost of \$250,000.

MOTION CARRIED

IN CAMERA

The Committee met in camera with the OAG and Internal Audit.

CONCLUDE

Having no further business to discuss, the meeting concluded at 4:00 p.m.

s.21(1)(b)

APPENDIX A – SUPPLEMENTARY RESOLUTION

s.18(a)

s.18(b)

WHEREAS:

- CBC/Radio-Canada procures office supplies and paper in large quantities;
- The existing contract with BUROPLUS (Novexo Inc.) expires on December 31, 2006
- The estimated annual expenditure for these supplies is
- After careful consideration of the proposals submitted in response to a request for proposals, Corporate Express was selected as the supplier with best proposal at the lowest cost to the Corporation;

IT IS RESOLVED:

THAT the Corporation be and is hereby authorized to enter into, to execute, whether under the corporate seal of the Corporation or otherwise, and to deliver an agreement relating to the acquisition of office supplies and paper from Corporate Express, for a period of five (5) years commencing June 1, 2007 and ending May 31, 2012 at an estimated annual cost of _____ (hereafter the “Agreement”) and, such other terms and conditions as determined by any two of the President and CEO, the Vice-President, Chief Financial Officer and the Senior Director, Supply Management, Finance and Administration (hereafter the “officers”)

AND THAT any two officers or their respective delegates, be and they are hereby authorized and directed, for and on behalf of the Corporation, to execute, whether under the corporate seal of the Corporation or otherwise, and to deliver the Agreement and all such documents, instruments and agreements and to do all such acts and things as such officers or delegates may in their absolute discretion determine to be necessary or desirable to carry out the foregoing resolutions inclusive of this resolution, including without limitation all documents and actions necessary in connection with or in implementation of the transactions contemplated in the Agreement with such changes thereto as any two officers shall determine and otherwise in form and substance acceptable to such officers of the Corporation, the execution and delivery of any such Agreement in accordance with the provisions of this paragraph being conclusive evidence of such determination and acceptance.

Audit Committee

June 19, 2007

Subject matter

POLICY REVIEW PROCESS

Background

The audit Committee has requested information on and a recommendation for a process to ensure that Corporate Policies are reviewed on a regular basis. A memorandum outlining the proposed recommendation is attached.

For decision

For information

Prepared by

Name: Meg Angevine

Date: June 8, 2007

Management recommendation

Last discussed at the Board

Date: N/A

Decision made: N/A

Next steps

Implement recommendation

MEMORANDUM

To: Audit Committee
From: Meg Angevine
Date: June 8, 2007
Re: Corporate Policy Review Process

The Issue

At the May 2007 meeting of the Audit Committee, a question was raised regarding what process, if any, is in place at CBC/Radio-Canada to ensure that Corporate Policies are reviewed and updated on a regular basis.

Management undertook to provide further information to the Committee in June with a recommendation for such a process.

Background

The question posed by the Audit Committee was prompted in part by a review of the List of Significant Policies showing the date each one was last reviewed by the Board. A number of the dates were pre-2000, leading logically to the Committee's request for assurance that the policies are reviewed on a regular basis and do not require updating, despite the fact that many have not changed in more than 10 years. The list has been reviewed and verified as to the accuracy of the dates and any necessary corrections made. A copy of this list is appended to this memorandum for your reference.

Current Situation

A review of the material on file with respect to this subject indicates that the Corporate Policy Framework at CBC/Radio-Canada is fairly well-defined and documented. Specific responsibilities are assigned to each of the Board, the President and CEO, the Senior Management Committee, individual Vice-Presidents, the Corporate Secretariat, and the Corporate Policy Committee.

In particular, responsibility for promoting the regular review and updating of policies is assigned to individual Vice-Presidents in accordance with corresponding subject matter responsibility for policy content. In addition, the Corporate Policy Committee is mandated to encourage the regular review and updating of policies. There is no mention, however, of a specific timeframe for this review, e.g. every five years. There is also no requirement that a review of a policy, which does not produce any changes, be documented, so it is not apparent to what extent regular reviews have been conducted that result in confirmation of the existing policy.

Recommendation

That the current process be improved with the introduction of the following changes:

1. The requirement that each Corporate Policy be reviewed at least once every five years and confirmed, amended, or deleted as appropriate. A rotating schedule can be established so that this does not become an unduly onerous task in any one year.
2. The requirement that every policy review be documented and recorded, and that a summary report be provided on a biennial basis to the Board with respect to policy reviews conducted.

These changes do not affect the allocation of responsibility for policy review, which will continue to reside with the individual Vice-Presidents based upon the subject matter of the policy.

A further clarification is proposed, namely, to confirm that the current practice for Board approval with respect to significant policies should continue. This practice requires that the Board Committee with corresponding subject matter responsibility reviews changes to significant policies, before the Board approves such changes.

SIGNIFICANT POLICIES

Section 5 Tab 4

POLICY NUMBER	TITLE	LAST REVIEWED BY BOARD
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1.1	PROGRAM POLICY	
1.1	Foreword & Introduction	July 1994
1.1.1	CBC Mandate	July 1994
1.1.2	Stereotypes in CBC Programming	September 2005
1.1.3	Guidelines on Sex-Role Portrayal	September 1993
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Previous Revision: November 2005
 Current Revision: April 2007

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1.3.6	Program Integrity	June 2006
1.3.7	Language of Broadcast	June 2006
1.3.8	Advertising Directed to Children Under 12 Years of Age	June 2006
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1.3.10	Political Advertising	May 2005
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1.3.12	Contests and Games of Chance	June 2006
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1.4	PUBLIC SERVICE ANNOUNCEMENTS	
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1.5.3	Regularly Scheduled Federal Party	March 2003
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2.1	COMMUNICATIONS	
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2.1.5	Outside Requests for Information and Non-Broadcast Material	June 2004
2.2	HUMAN RESOURCES	
2.2.2	Employment Equity	November 2002
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2.2.4	Compensation	March 2002
2.2.6	Leave	November 2006
2.2.12	Departure	September 2004
2.2.14	Official Languages	March 2002
2.2.15	Harassment	November 2002
2.2.16	Occupational Health, Safety and Environment	March 2002

Previous Revision: November 2005
 Current Revision: April 2007

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SIGNIFICANT POLICIES

Section 5 Tab 4

POLICY NUMBER	TITLE	LAST REVIEWED BY BOARD
2.2.17	Political Activity	January 2001
2.2.18	Crisis Management	November 2003
2.2.20	Non-discrimination and Duty to Accommodate	November 2006
2.2.21	Code of Conduct	November 2006
2.3	FINANCE AND ADMINISTRATION	
2.3.2	Assets	June 2004
2.3.3	Capital Leases	November 2003
2.3.6	Procurement	September 2005
2.3.8	Delegation of Financial Authorities	March 2004
2.3.11	Fraud & Theft	November 2003
2.3.12	General Accounting & Reporting Guidelines	June 2003
2.3.17	Management of Foreign Currency Risk	January 2007
2.3.21	Revenue Recording & Reporting	November 2003
2.3.23	Travel Management	January 2004
2.3.25	Specialty Services	June 2003
2.3.26	Toronto Broadcast Centre	June 2003
2.3.29	Management of Investments	January 2004
2.9	CORPORATE SECRETARIAT	
2.9.2	Personal Information and Privacy Protection	December 2000
2.9.3	Delegation of Signing Authority	September 2005
2.9.4	Disclosure of Wrongdoings (Whistleblower Policy)	September 2004

* Policies shown in shaded areas were designated as a significant policy on the date indicated. The Board did not review the Policy content on that date.

Board of Directors

June 19, 2007

Subject matter**Corporate Policy 2.3.23: Travel Management****Background**

At the May 2, 2007 meeting, the Audit Committee requested a review of the Travel Management Policy. We are therefore providing you with a copy of the actual policy and related procedures and guidelines effective August 1, 2003 for your review and comments.

Information on the matter

The Travel Management policy was included to the list of Significant Policies requiring Board approval in January 2004.

For decision**For information****Prepared by**

Name: Johanne Charbonneau
date: May 30, 2007

Management recommendation**Last discussed at the Board**

Date:
Decision made:

Next steps

A formal review of the policy is presently being conducted and recommendations will be provided at the September 12, 2007 meeting of the Audit Committee.

Policy 2.3.23: Travel Management

Effective: August 1, 2003

Responsibility: Vice-President and Chief Financial Officer

- [Purpose](#)
- [Statement of Policy](#)
- [History](#)
- [Roles and Responsibilities](#)
- [Appendix A – Procedures and Guidelines](#)
 1. [Travel Arrangements – General](#)
 2. [Air Travel](#)
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 8. [Allowances for Meals and Incidentals \("Per Diem"\)](#)
 9. [Group and Meeting Travel](#)
 10. [Other Travel-Related Expenses](#)
 11. [Corporate Travel Card](#)
 12. [Expense Reporting and Reimbursement](#)
 13. [Compliance](#)

PURPOSE

The purpose of this policy is to ensure consistent and fair treatment of CBC travelers who are required to travel to conduct CBC business.

The guiding principles are:

1. CBC travelers will be reimbursed for legitimate, necessary and reasonable travel expenses when directly connected with or pertaining to corporate business based on established allowances in this policy.
2. CBC travelers are expected to exercise prudent business judgment regarding expenses covered by this policy. CBC travelers must travel by the most economical and efficient means possible.



STATEMENT OF POLICY

1. All travel arrangements (air, rail, vehicle rental and lodging), including all changes and cancellations of travel arrangements, must be made through CBC's designated travel service provider.
2. CBC's preferred air carriers must be used unless the cost or travel time is significantly increased. The standard for air travel is economy. The lowest available airfares appropriate to the particular itineraries shall be sought when making bookings. When significant cost savings are a factor (i.e. 10% or greater), an alternate carrier may be used.
3. Rail trips with Via Rail Canada may be business class (VIA1) when available. All other travel by rail within North America and internationally must be in economy class.
4. Rental vehicles may be used where, in the opinion of the manager responsible for the traveler, this mode of travel is economical and practical. CBC's preferred vehicle rental suppliers should be used where feasible. All vehicle rentals must be for economy-class vehicles, unless three or more people are traveling together and/or when travelers have to carry excess baggage and/or equipment for business purposes.
5. The use of privately owned vehicles is permitted when, in the opinion of the manager responsible for the traveler, this method is practical and economical. The use of personal vehicles for business will be reimbursed at the standard rate prescribed in the Procedures and Guidelines.
6. CBC travelers shall be reimbursed the actual and reasonable expenses for commercial accommodation while traveling on CBC business. CBC's preferred hotels must be used, unless it is impractical, unfeasible or not available. A manager shall not unreasonably refuse permission to a traveler to make arrangements for private, non-commercial accommodation.
7. Taxis may be used when, in the opinion of the manager responsible for the traveler, the use of such transportation is justifiable for CBC business situations and other more economical alternatives are unavailable or impractical. Airline limousine services with which CBC has negotiated preferred rates should be used whenever possible.
8. CBC travelers shall be paid a meal allowance for each breakfast, lunch and dinner when applicable if the meal was not paid by CBC, or provided as part of the transportation cost and an incidental allowance, for each full day that the traveler is on travel status.
9. Group travel for meetings and special events must be made through the designated travel agency and preferred travel suppliers must be used whenever feasible.
10. Other expenses are reimbursable provided they are legitimate, necessary and reasonable travel expenses directly connected with or pertaining to corporate business.
11. The designated corporate credit card must be used for all travel-related expenses, including: air, rail, lodging, vehicle rental, meal, entertainment and miscellaneous

- expenses. The corporate credit cards are intended for business use only, and may **NOT** be utilized for personal expenses. Employees will **NOT** be reimbursed for late payment charges of their Amex bills or any other credit cards or for the cost of cash withdrawals using cards other than the Amex Travel Card.
12. Travelers must submit signed and approved travel expense reports, with all required information to the National Payment Centre (NPC) in Corporate Finance and Administration in Ottawa within 10 days of completion of the trip. Reimbursement will be provided to the traveler usually within 5 working days of receipt in NPC.
 13. Issues pertaining to non-compliance with this policy will be reported directly to the appropriate Vice-President by Corporate Finance and Administration.

HISTORY

- This policy was updated January 1, 2006 to reflect the change in Travel agencies from American Express to HRG (Hogg Robinson Group).
- This is an update to the existing policy 2.3.23. This was originally Corporate Finance and Administration Policy 401.10 - Travel and Entertainment Expenses, which replaced Human Resources Travel Policies 9.0, 9.1 and 9.2.



ROLES AND RESPONSIBILITIES

A CBC traveler is a CBC employee or any other person who travels on authorized CBC business. The traveler shall:

- a. Become familiar with the provision of this policy before departure;
- b. Obtain prior approval for the trip as may be required by the component (verbally and/or in writing); and
- c. Submit completed and approved travel expense claims on the authorized form with necessary supporting documentation, including receipts and explanations as required.

A manager is a CBC employee who is responsible for the authorization of CBC business travel and/or the approval of related expenditures. The manager shall:

- a. Ensure that this policy is communicated to all persons required to travel on CBC business;
- b. Determine whether travel is necessary;
- c. Pre-authorize travel (verbally and/or in writing); and

- d. Ensure that any expenses reimbursed or paid for by CBC are in compliance with this policy and approve expenses in accordance with this policy.

The Senior Director, Supply Management shall:

- a. Develop a travel program that is cost-effective and responds to the needs of the travelers;
- b. Negotiate and manage services provided by travel suppliers (travel service, air, rail, accommodation, vehicle rental, etc.);
- c. Monitor compliance with this policy; and, ensure corrective actions are taken.
- d. Develop and update this policy, as required; and
- e. Respond to all questions pertaining to the interpretation or application of this policy.

The Vice-President and the Chief Financial Officer shall:

- a. Direct the development and implementation of all aspects of CBC's travel program; and
- b. Approve the Procedures and Guidelines.


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APPENDIX A PROCEDURES AND GUIDELINES

1. TRAVEL ARRANGEMENTS - GENERAL

All travel arrangements (air, rail, vehicle rental and lodging), including all changes and cancellations of travel arrangements, must be made through CBC's designated travel service provider.

CBC's designated travel service provider is HRG (Hogg Robinson Group). Reservations should be made as early as possible to take advantage of advance purchase discounts. Once a traveler has access to CBC's online booking tool, this method must be used for most trips. More complicated trips, such as international or trips that include stops in various locations, must be made through HRG (Hogg Robinson Group) travel counselors.

Booking Online:

An online booking tool will allow you to make your business travel arrangements in just a few minutes, from your PC or laptop, 24 hours a day, seven days a week. To enroll as a user of the online booking tool please send an e-mail to travel@cbc.ca, with a copy to your manager,

to signify approval, and to your designated travel arranger, if applicable. The travel arranger is the person who normally makes travel arrangements on your behalf. You will then be advised of your ID and a password. Instructions on how to use this tool can be found on CBC's travel site at <http://intranet/travel>.

Booking by Phone:

HRG (Hogg Robinson Group) contact number is available online on CBC's travel site at <http://intranet/travel>.

Traveler Profile Forms:

In order to expedite the travel reservation process, we suggest that any employee expected to travel at least once per year submit a traveler profile form to HRG (Hogg Robinson Group) to ensure that pertinent details and preferences are adhered to in the reservation process. This form can be found on http://intranet/travel/travel_profile/index.htm and is also available on-line. At a minimum, the profile should contain your name, business address, and your Amex Corporate card number.

Foreign Travel and Travel Advisories:

Safety and security are of primary importance when employees are traveling on corporate business. Travel advisories that restrict travel for safety purposes are issued regularly by the Department of Foreign Affairs and International Trade (DFAIT) at http://www.voyage.gc.ca/consular_home-en.asp or by local government state departments in other countries. Updated information is also available through HRG (Hogg Robinson Group). All international travel including travel in the U.S.A. must have the pre-authorization of the respective Vice-President or his/her delegate except in exceptional circumstances (i.e. news breaking events).

Health/Medical and Insurance:

Information on health/medical and insurance coverage for traveling CBC employees is available through Human Resources http://intranet/hr_benefits_en. CBC will not reimburse employees who purchase incremental health and life insurance for travel outside of Canada. In the event of incremental expenses for travel to strike or war zones, the cost of inoculations will be reimbursed, if applicable.

Spouse/Partner accompaniment:

Travel expenses for a spouse or partner are not reimbursable as a business expense unless it can be shown that their presence was both essential and directly related to the effective accomplishment of the Corporation's business. In these limited instances, the employee must obtain written approval in advance from his manager. Travel must be booked through the designated travel agency and the traveler must reimburse CBC in full upon settlement of his travel claim for the personal portion of the spouse/partner's expenses if applicable.

Combining Personal and Business Travel:

Travelers may, on occasion, combine personal and business travel on the same trip provided there is no additional cost to CBC. In the event that incremental costs are incurred, the

traveler must reimburse CBC for these expenses, with a personal cheque or money order attached to the completed travel claim form.

2. AIR TRAVEL

CBC's preferred air carriers must be used unless the cost or travel time is significantly increased. The standard for air travel is economy. The lowest available airfares appropriate to the particular itineraries should be sought when making bookings. When significant cost savings are a factor (i.e. 10% or greater), an alternate carrier may be used.

CBC has negotiated substantial discounts with preferred airline carriers, based on the volume of business given to each carrier. CBC's preferred airline carriers are:

- Air Canada
- Canadian North
- Star Alliance

Booking:

All travel must be booked through our designated travel agency, HRG (Hogg Robinson Group), who has been directed to book the preferred airlines whenever possible.

Airfare Class of Service:

All travelers are expected to use economy class unless approved by the Vice-President or his/her delegate.

Lowest Available Airfare:

All airline tickets must be booked at the lowest available airfare as determined by HRG (Hogg Robinson Group). The following are some of the factors that may result in the lowest available airfare and ensure maximum savings:

- Advance booking requirement of 7 – 21 days.
- The flight's departure or arrival time is within one hour before or after the requested departure or arrival time.
- Cost/benefit of one stop or connecting flights.
- Use of alternate airports where applicable.
- Cost/benefit of stay-over on a weekend night(s).

Frequent Traveler Programs:

The Corporation has not endorsed any frequent traveler programs. Any membership initiatives are between the traveler and the issuing organization. In such cases, the traveler may retain frequent traveler program benefits. However, under no circumstances may participation in these programs result in selection of an alternate to the CBC preferred supplier

or any incremental cost to CBC. Travelers are fully responsible for any income tax implications that may arise as a result of using employer-paid travel to earn points for personal-use travel or rewards.

Risk Management – Persons Traveling Together:

In order to avoid and/or reduce the impact on the Corporation in the event of an accident, the following guidelines should be used when practical and based on available options and schedules:

- No more than two senior managers on the same flight
- No more than four mid-level managers on the same flight
- No more than ten employees on the same flight

The exception to this guideline will be for flights for group travel arranged for large remote or special events such as the Olympics.

Airline Refunds:

All cancellations of airline reservations must be made in the same manner that was used to make the original reservations (i.e. Sports Desk on-site offices HRG (Hogg Robinson Group) Designated Call Centre, or Online Booking Tool). If the Designated Call Centre is closed, travelers may call the In Transit Centre Hotline from Canada and USA at 1-877-222-6460 or call collect from any other location at 1-613-230-2384 to cancel reservations.

Electronic and paper tickets carry a dollar value. Unless the ticket is cancelled, it will continue to have value. To ensure that no unnecessary costs are incurred, tickets must be submitted for refund to the designated travel office.

Use of Charter and Private Aircraft:

Chartered and/or private aircraft are to be used under the following circumstances only:

Private Aircraft

- Private aircraft are to be used for business purposes and/or emergency situations and only when there are no commercial flights to the required destination;
- If the private pilot has a validated pilot's license and the minimum liability insurance coverage required by Corporate policy and the law;
- If the terms and conditions of the employment contract permit the contracted traveler to use his/her personal aircraft. Proof of a valid pilot's license and minimum liability insurance coverage required by Corporate policy and the law, will also be required. Such contract clauses should also clarify the amounts of any fees for use of the aircraft.
- The responsible Vice-President must pre-approve any travel by private aircraft.

Chartered Aircraft

- Chartered aircraft are to be used only for business purposes and/or emergency situations, based on operational requirements or when there
- are no commercial flights to the required destination (i.e. remote transmitter sites where charter is the only option).
- The responsible Vice-President must pre-approve any travel by chartered aircraft.

3. RAIL TRAVEL

Rail trips with Via Rail Canada may be business class (VIA1) when available. All other travel by rail within North America and internationally must be in economy class.

Negotiated discounts:

CBC has negotiated discounts with Via Rail Canada based on the volume of business given to them. In order to take advantage of these discounts, all rail reservations must be made through HRG (Hogg Robinson Group).

Business Class:

Business class (VIA1) is available on most rails in southern Quebec and southern Ontario. Business class (VIA1) is permitted on these routes and where available. Meal allowances may not be claimed when traveling business class (VIA1) since the meals are provided and included in the price of the ticket.

Economy Class:

All other rail transportation must be economy class. For longer trips, a higher standard is permitted with the approval of the traveler's manager, taking into account the cost of additional services (i.e. or roomette or equivalent accommodation for overnight travel).

4. VEHICLE RENTAL

Rental vehicles may be used where, in the opinion of the CBC manager responsible for the traveler, this mode of travel is economical and practical. CBC's preferred vehicle rental suppliers must be used where feasible. All vehicle rentals must be for economy-class vehicles, unless three or more people are traveling together and/or when travelers have to carry excess baggage and/or equipment for business purposes.

Booking:

All vehicle rentals must be with the company's preferred vendor and booked through the designated travel agency, HRG (Hogg Robinson Group). A list of preferred vehicle rental suppliers and negotiated rates is available online at <http://intranet//travel/>. Travelers are encouraged to inquire about and take advantage of discounts and free upgrades offered by vehicle rental agencies.

Refueling:

Rental vehicles must be returned on time and with a full tank of gas to avoid additional hourly costs and excessive refueling charges (refueling the vehicle can save as much as 50% of the gasoline cost).

Payment and Documentation:

Vehicle rentals are to be charged to the traveler's American Express corporate card and must be documented on expense reports with the original vehicle rental contracts or charge card receipt. Fines assessed to drivers for traffic or parking violations will not be reimbursed.

Vehicle Rental Insurance and Accident Reporting:

CBC travellers are responsible to verify coverage, terms and conditions prior to accepting a rental vehicle. For accident reporting, the employee must notify American Express' insurer within **48 hours** of the loss or as soon thereafter as reasonably possible. Please call **1-800-243-0198** in Canada and the continental U.S.A. or collect 905-475-4822 outside Canada and the continental U.S.A.

**5. USE OF PRIVATELY OWNED VEHICLE**

The use of privately owned vehicles is permitted when, in the opinion of the CBC manager responsible for the traveler, this method is practical and economical. The use of personal vehicles for business will be reimbursed at the standard rate prescribed in the Procedures and Guidelines.

The rates payable for the use of privately owned vehicles driven for authorized CBC business is .40¢ per kilometre. This mileage allowance covers all vehicle costs (e.g. gasoline, repairs, insurance, etc.) other than parking and tolls. This rate is subject to review from time-to-time.

Reimbursement:

To be reimbursed for use of their personal vehicle for business, CBC travelers must provide the following information on their expense reports:

- Purpose of the trip
- Date and location
- Receipts for tolls and parking
- Number of kilometres

Travelers are fully responsible for insurance and any income tax implications that may arise as a result of using their own vehicles for business purposes.

**6. LODGING**

CBC travelers shall be reimbursed the actual and reasonable expenses for commercial accommodation while traveling on CBC business. CBC's preferred hotels must be used, unless it is impractical, unfeasible or not available. A manager shall not unreasonably refuse permission to a traveler to make arrangements for private, non-commercial accommodation.

Hotel Selection:

CBC negotiates preferred rates and value-added amenities with certain hotels. In order to receive these discount rates, all employees must book through HRG (Hogg Robinson Group). A [listing of preferred hotels is available online](#). In locations where preferred hotels are not available, the designated travel service provider will recommend good quality, moderately priced hotels.

Negotiated rates:

CBC will not guarantee reimbursement of incremental costs over and above the negotiated rates to travelers who do not use the preferred hotels. Deviations from policy resulting in rates higher than the negotiated rates require the approval of the appropriate Vice-President and/or delegate.

Room Type:

A single room with a private bath is the standard. Reimbursement for suites or luxury accommodations requires written permission from the traveler's manager.

Cancellation:

By using the corporate credit card (American Express), all rooms will be guaranteed for late arrival. A guaranteed reservation requires that the hotel hold a room until the next day's checkout time. If that room is not available, the hotel must provide alternate lodging (same category room or better) at no charge for the first night. Travelers must cancel the room reservation by 4 pm on the day of arrival or as indicated on their itinerary to avoid a "no-show" charge. All cancellations should be made through HRG (Hogg Robinson Group) in the same manner that was used to make the original reservations (i.e. Sports Desk on-site offices, HRG (Hogg Robinson Group) Designated Call Centre, or Online Booking Tool). If the Designated Call Centre is closed, travelers may call the In Transit Centre Hotline from Canada and USA at 1-877-222-6460 or call collect from any other location at 1-613-230-2384 to cancel reservations. If the cancellation is made directly with the hotel, travelers should request and retain a "cancellation number" as documentation of the transaction. Generally, "no-show" charges are not reimbursable by CBC.

Payment and Documentation:

Lodging charges are to be billed to the American Express Corporate card and not to the traveler's personal credit card. Expenses must be broken out by category on travel claim forms (i.e. room charge, meals, telecommunication, laundry, etc.). The hotel invoice is required for reimbursement of lodging charges.

Private Accommodation:

Although travelers generally stay in commercial accommodation, the manager shall not unreasonably refuse permission to a traveler to make arrangements for private, non-commercial accommodation (e.g. lodging with friends or family). In these instances, the traveler may claim the following cost:

- Inside Canada - maximum of \$30.00 CAD per night
 - Outside Canada - maximum of \$30.00 US per night
- This rate is subject to review from time to time.

7. TAXIS AND OTHER LOCAL TRANSPORTATION

Taxis may be used when, in the opinion of the manager responsible for the traveler, the use of such transportation is justifiable for CBC business situations and other more economical alternatives are unavailable or impractical. Airline limousine services with which CBC has negotiated preferred rates should be used whenever possible.

Taxis:

The cost of taxis to and from places of business, hotels, airports or railroad stations in connection with business activities is reimbursable. Use of taxis is authorized only when more economical services (hotel vans, shuttles, etc.) are not available or practical. Receipts are required for all transportation expenses of \$10 or greater.

Limousine Services:

Limousines with which CBC has negotiated preferred fixed rates should be used whenever possible. Employees are also encouraged to arrange transportation to/from airports in advance in order to reduce costs. In Toronto, the preferred airline limousine service is Air Flight Services and can be reached at 416-445-1999. Their rates can be found at <http://intranet/adminservices/limo.htm>.

8. ALLOWANCES FOR MEALS AND INCIDENTALS

CBC travelers shall be paid a meal allowance for each breakfast, lunch and dinner when applicable if the meal was not paid by CBC, or provided as part of the transportation cost and an incidental allowance, for each full day that the traveler is on travel status. The meal allowances are based on the consumption of meals in restaurants and are directed at employees who are in travel status away from their base office and/or work area.

Daily Per Diem

ALLOWANCE RATE	CANADA	CBC NORTH	U.S.	OTHER
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Breakfast	\$10.00 CAD	\$12.00 CAD	\$10.00 USD	<u>As per Treasury Board Approved Rates</u>
Lunch	\$12.00 CAD	\$16.00 CAD	\$12.00 USD	
Dinner	\$28.00 CAD	\$35.00 CAD	\$28.00 USD	
Incidentals	\$10.00 CAD	\$7.00 CAD	\$10.00 USD	
TOTAL	\$60.00 CAD	\$70.00 CAD	\$60.00 USD	

Allowance rates will be reviewed as required, in order to ensure that the rates are current, fair and representative of the existing situations. Rates for special events (i.e. Olympics) will be set, as required, in conjunction with the media responsible for the event.

The meal allowances for CBC North may be claimed for all locations north of the 55th parallel of latitude, which would include the following:

- All locations in the Yukon
- All location in the Northwest Territories
- All locations in Nunavut
- All locations in Labrador (even though some locations may be south of the 55th parallel).

Receipts:

Receipts are not required for meals and incidental expenses.

Duty Entertainment, Receptions and Staff Functions:

In certain instances, expenses related to duty entertainment, receptions and staff functions may be reimbursed through the travel reimbursement process. For more information, please see Policy 2.3.9: Duty Entertainment, Receptions and Staff Functions.



9. GROUP AND MEETING TRAVEL

Group travel for meetings and special events must be made through the designated travel agency and preferred travel suppliers must be used whenever feasible.

Group meetings are company-planned gatherings for at least 10 people requiring overnight accommodations and the use of off-site meeting space. Expenditures may include travel, meals, and equipment rentals, meeting rooms, entertainment and other services.

Suppliers:

Group travel, meetings and special events represent a significant cost to CBC. As a result, the meeting coordinator is required to research and source CBC preferred suppliers whenever feasible. HRG (Hogg Robinson Group) is also the sole authorized source for arrangements for group or meeting travel. Any department planning to sponsor group or meeting travel

involving ten or more participants should identify the event to HRG (Hogg Robinson Group) to ensure that available negotiated discounts are applied.

Cost control:

The following are some of the techniques or measures to contain costs that should be considered when planning a meeting/event:

- CBC owned/leased facilities must be used, whenever possible;
- The number of meeting days should be kept to a minimum;
- Group meetings, occurring at resort or tourist locations should be planned off-season, whenever possible;
- Meeting sites should be within a reasonable driving distance for participants if possible, or at a location that will result in the least overall participant travel cost to CBC;
- Volume discounts should be sought;
- Where possible, all related expenses must be paid using the American Express corporate card

Contract Approval:

All contracts with travel service providers (air, rail, vehicle rentals, lodging, etc.) for group and/or meeting travel must be reviewed and approved in accordance with Corporate Policy 2.3.8 – Delegation of Financial Authorities.



10. OTHER TRAVEL-RELATED EXPENSES

Other expenses are reimbursable provided they are legitimate, necessary and reasonable travel expenses directly connected with or pertaining to corporate business.

Other allowable travel-related expenses:

The following are example of miscellaneous expenses, when directly related to business travel, are reimbursable (provided that charges in excess of \$10 are supported by original receipts):

- Parking
- Fax and telegram services
- Telephone costs for business purposes
- Personal telephone costs at the discretion of the manager
- Remote computer access costs
- Laundry/valet service during trips in excess of 4 days
- Excess tips, when required (i.e. transportation of baggage containing technical equipment)

- Currency conversion
- Traveler's cheque fees
- Other miscellaneous costs at the discretion of the manager

Non-reimbursable expenses: The following are examples of expenses are generally NOT reimbursable:

- Airline club dues
- Frequent traveler program costs
- Traffic and parking fines
- In-flight movies and/or refreshment
- Hotel room movies and/or mini-bar service
- Personal articles (i.e. toiletries, magazines, etc.)
- Luggage, briefcases
- Barber or hairstylist expenses
- Air or rental vehicle phone usage
- Late payment charges of their Amex bills



11. CORPORATE CREDIT CARD

The designated corporate credit card must be used for all travel-related expenses, including, air, rail, lodging, vehicle rental, meal, entertainment and miscellaneous expenses. The corporate credit cards are intended for business use only, and may **NOT** be utilized for personal expenses. (Unless they are related to travel and lodging expenses incurred while on CBC business such as hotel movie and mini-bar charges).

Employees will **NOT** be reimbursed for late payment charges of their Amex bills or any other credit cards or for the cost of cash withdrawals using cards other than the Amex Travel Card.

CBC's designated corporate credit card is the American Express Corporate card (Amex).

Issuance Criteria:

All employees expected to travel on behalf of the Corporation on a regular basis and/or required to incur entertainment expenses in the normal course of business, should acquire an American Express corporate card. Application forms are available from the Finance and Administration department, and must be signed by the employee's supervisor. The signed and approved form must returned to the local Finance and Administration office for processing.

Travel Advances:

CBC will issue travel advances in exceptional circumstances ONLY, but these must be approved by the Regional Comptrollers, Network Finance and Administration Directors or their delegate. Temporary cash advances through the Express Cash ABM feature of the American Express corporate card are available to travelers that require cash. The following should be noted:

- Travelers should access cash for business purposes only.
- Travelers must enroll and receive a Personal Identification Number (PIN) in order to access the Automated Bank Machine (ABM) networks.
- Daily/monthly cash advance limits are governed by individual requirements and will be established at the time of enrollment.
- Changes to cash advance limits can be arranged through you local Finance and Administration office.
- Advances will not be available to travelers who have allowed their corporate card to fall into arrears.
- There is an administration charge for each access transaction. Travelers should keep the number of cash withdrawals to a minimum. However travelers will be reimbursed for the cost of all cash withdrawals.



12. EXPENSE REPORTING AND REIMBURSEMENT

With the exception of Foreign Correspondents, whose travel and related expenses will be reimbursed based on processes established by the Networks because of the nature of their assignments, travelers must submit signed and approved travel expense reports, with all required information to the National Payment Centre (NPC) in Corporate Finance and Administration in Ottawa within 10 days of completing the trip. Reimbursement will be provided to the traveler usually within 5 working days of receipt in NPC.

Expense Report Forms:

With the exception of Foreign Correspondents as noted above, for CBC employees, Form No. CBC 0466B Travel Authorization Request, available through a local Finance and Administration office, must be used for all expense reports. For non-CBC employees, an invoice with supporting receipts must be submitted.

Authorization:

A supervisor with designated approval authority must sign all expense reports. Supervisors are expected to verify expense reports for accuracy and compliance with this policy, procedures and guidelines. Exemptions, deviations or reimbursements for expenses that are not in compliance with this policy must be explained on the travel expense form and specifically

approved by the supervisor or in some cases by the responsible Vice-President or delegate (in accordance with these procedures and guidelines).

Reimbursement:

Reimbursement of travel expenses is deposited electronically directly to the traveler's bank account, usually within 5 working days of receipt in NPC. The Corporation accepts no responsibility for delayed reimbursements due to incomplete or incorrect travel expense claims.

When an employee is required to reimburse the Corporation, a personal cheque or money order must be attached to the completed travel claim form.



13. COMPLIANCE

Issues pertaining to non-compliance with this policy will be reported directly to the appropriate Vice-President by Corporate Finance and Administration.

We will be actively monitoring compliance with the Policy and the related Guidelines and Procedures. We may for example, verify your Corporate Card monthly statements in the records of American Express.

Auditing of Travel and Entertainment Expenses:

NPC will conduct basic processing audits to ensure compliance with Corporate Policy 2.3.8 - Delegation of Financial Authorities, as well as to confirm that expenses are supported by original receipt.

Post audits will be conducted on an ad-hoc basis and will concentrate on the type, reasonability and justification of expenses, with regular reports submitted to the appropriate Vice-President.

Post audits may be conducted from time-to-time based on special requests from Vice-Presidents pertaining to specific categories of expenses such as duty entertainment and receptions.

Additional Policy Compliance and Reporting:

Issues pertaining to non-compliance (i.e. use of designated travel agency, corporate card, preferred travel suppliers: air, vehicle rental and hotel) will be reported directly to the appropriate Vice-President by Corporate Finance and Administration.



Board of Directors

(June 19, 2007)

Subject matter

2006/2007 Quarterly Financial Management Report (Unaudited) – Fourth quarter results.

Background

N/A

Information on the matter

See attached.

For decision

For information

Prepared by

Name: J. Charbonneau

Date: May 22, 2007

Management recommendation

N/A

Last discussed at the Board

Date: March 8, 2007

Decision made: Reviewed 2006/2007 Quarterly financial Management Report – Third quarter results

Next steps

N/A

2006/2007
QUARTERLY FINANCIAL MANAGEMENT REPORT

4th QUARTER, ended March 31, 2007
(UNAUDITED)

To be presented to
The Audit Committee

June 19, 2007

Confidential

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Financial Highlights
For the fiscal year ended March 31st
 (in millions of dollars)

ACTUALS		BUDGET
2007	2006	2007

Operating (see Operations section for details)

Parliamentary appropriation for operating expenditures (page 7)

Advertising revenues (page 7)

Specialty Services - sources of funds (page 7)

Miscellaneous revenues (page 7)

Expenditures - regular operations (page 11)

Specialty Services - expenditures (page 11)

Net position, end of the fiscal year* (page 6)

s.18(b)

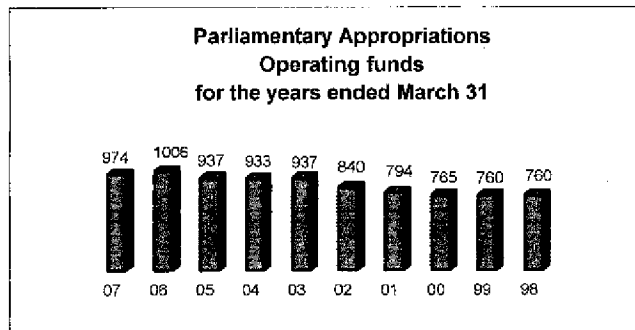
Capital (see Capital section for details)

Parliamentary appropriation for capital expenditures (page 36)

Capital expenditures, end of the year (page 36)

Net position, end of the fiscal year (page 36)

* excluding proceeds and interest generated from the disposal of NATV.



OVERVIEW OF FINANCIAL RESULTS FOR THE 4TH QUARTER ENDED MARCH 31, 2007

OPERATIONS (REFER TO PAGE 6)

This report presents the results of operations for the Corporation for the twelve months ended March 31, 2007, compared to the year-to-date budget. These results are also compared to the year-to-date results for the same period in 2005/2006.

CAPITAL (REFER TO PAGE 36)

s.18(a)

s.18(b)

s.18(a)
s.18(b)

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OPERATIONS

000059

**Financial Management Report
Corporate Summary
For the fiscal year ended March 31
(\$000's)**

s.18(a)
s.18(b)

	2006/2007			2005/2006	
	Budget	Actuals	Variance	Actuals	Variance in Actuals
SOURCES OF FUNDS					
Total government funding and carryovers	-	-	-	-	-
Commercial revenues - regular operations	-	-	-	-	-
Commercial revenues - Olympics *	-	-	-	-	-
Total commercial revenues	-	-	-	-	-
Miscellaneous revenues - regular operations	-	-	-	-	-
Miscellaneous revenues - Olympics *	-	-	-	-	-
Total miscellaneous revenues	-	-	-	-	-
Total commercial and miscellaneous revenues	-	-	-	-	-
TOTAL SOURCES OF FUNDS - MAIN SERVICE	0	0	0	0	0
TOTAL SOURCES OF FUNDS - SPECIALTY SERVICES	0	0	0	0	0
APPLICATION OF FUNDS					
Expenditures - regular operations	-	-	-	-	-
Expenditures - Olympics *	-	-	-	-	-
TOTAL APPLICATION OF FUNDS - MAIN SERVICE	0	0	0	0	0
TOTAL APPLICATION OF FUNDS - SPECIALTY SERVICES	0	0	0	0	0
NET POSITION ON CBC'S OPERATIONS	0	0	0	0	0
Prior year carryover NATV	-	-	-	-	-
NATV funds transferred to regular operations	-	-	-	-	-
Unused proceeds of sales and interest income from sale NATV	-	-	-	-	-
Current interest income on proceeds from sale of NATV	-	-	-	-	-
Net position for NATV	-	-	-	-	-
NET POSITION - INCLUDING EXTRAORDINARY INCOME	0	0	0	0	0

A summary of the results at March 31, 2007, by component, is provided in Appendix A.
Note - negative variances are indicated by brackets

Does not include multi-platform revenues and expenses

**Financial Management Report
Sources of funds
For the fiscal year ended March 31
(\$000's)**

	2006/2007			2005/2006	
	Budget	Actuals	Variance	Actuals	Variance In Actuals
SOURCES OF FUNDS					
Parliamentary appropriation					
TBC land transactions					
Prior year carryover					
Prior year carryover - NATV					
Total government funding and carryovers					
Commercial revenues					
Commercial revenues - regular operations:					
English Television					s.18(a)
French Television					s.18(b)
Total for regular operations					
Commercial revenues - Olympics					
Torino Olympics *					
Total Olympics revenues					
Total commercial revenues					
Miscellaneous revenues					
Miscellaneous revenues - regular operations:					
English Television - Business Development					
English Television					
French Television					
English Radio					
French Radio					
Sirius					
Mobile Division					
Merchandising Division					
Corporate Activities					
CBC Technologies					
Property Management Division					
Galaxie					
Radio Canada International					
Total for regular operations					
Miscellaneous revenues - Olympics					
Torino Olympics *					
Total for Olympics					
Total miscellaneous revenues - regular operations					
Total commercial and miscellaneous revenues					
TOTAL SOURCES OF FUNDS - MAIN SERVICE					
Specialty service revenues:					
Newsworld					
Réseau de l'information					
Prior year carryover					
TOTAL SOURCES OF FUNDS - SPECIALTY SERVICES					
TOTAL SOURCES OF FUNDS FOR CBC					

A summary of the net results at March 31, 2007, by component, is provided on Appendix A.

Notes are explained on pages 8 to 10

Note - negative variances are indicated by brackets

* Does not include multi-platform revenues

Revenues - Main Service and Specialty Services: 4th quarter -

Note 1

s.18(b) Note 2

Note 3

Note 4

Note 5

Note 6

Note 7

Note 8

Note 9

Total Sources of Funds – Year over Year comparison:

Note 10

s.18(b)

Note 11

Note 12

Note 13

Note 14

Note 15

Note 16

Note 17

Note 18

Note 19

Note 20

Note 21

Note 22

Note 23

**Financial Management Report
Application (use) of funds
For the fiscal year ended March 31
(\$000's)**

	2006/2007			2005/2006	
	Budget	Actuals	Variance	Actuals	Variance In Actuals
APPLICATION OF FUNDS					
Expenditures - regular operations:					
English Television					
French Television					
English Radio					
French Radio			s.18(a)		
Mobile Division			s.18(b)		
Ottawa Production Centre					
Merchandising Division					
Corporate Activities					
CBC Technologies					
Property Management					
Galaxie					
Radio Canada International					
Corporate Reserve					
Total expenditures - regular operations					
Expenditures - Olympics:					
Torino Olympics *					
Total expenditures - Olympics					
TOTAL APPLICATION OF FUNDS - MAIN SERVICE					
Expenditures - specialty services:					
Newsworld					
Reseau de l'information					
TOTAL APPLICATION OF FUNDS - SPECIALTY SERVICES					
TOTAL APPLICATION OF FUNDS ON CBC'S OPERATIONS					

A summary of the results at March 31, 2007 by component, is provided on Appendix A.

Notes are explained on pages 12 to 20

Note - negative variances are indicated by brackets

Does not include multi-platform expenses

Expenditures - Main Service and Specialty Services: 4th quarter -

Note 1

s.18(b)

Note 2

Note 3

Note 4

Note 5

s.18(a)
s.18(b)

Note 6

s.18(a)
s.18(b)

Note 7

s.18(a)
s.18(b)

Note 8

Note 9

s.18(b)

For more detail on Newsworld, please refer to Appendix I, page 29.

Total Application of Funds – Year over Year comparison:

Note 10

Note 11

s.18(b)

Note 12

s.18(a)
s.18(b)

Note 13

Note 14

Note 15

Note 16

s.18(a)
s.18(b)

Note 17

s.18(a)
s.18(b)

Note 18

Note 19

Note 20

CORPORATE SUMMARY - VARIANCE OVERVIEW

s.18(a)
s.18(b)

	(\$000's)		
	For the fiscal year ended March 31		
	2006/2007		
	Revenue Variance	Expenditure Variance	Net variance
<u>Main Service:</u>			
English Television			
French Television			
English Radio			
French Radio			
Mobile Division			
Ottawa Production Center			
Merchandising Division			
Corporate Activities			
CBC Technologies			
Property Management			
Galaxie			
RCI			
Total - Components			
Corporate Reserve			
<u>Specialty Services:</u>			
Newsworld			
RDI			
Net Position			

Note - negative variances are indicated by brackets

**Financial Management Report
English Television
For the fiscal year ended March 31
(\$000's)**

s.18(a)
s.18(b)

	2006/2007			2005/2006	
	Budget	Actuals	Variance	Actuals	Variance In Actuals
SOURCES OF FUNDS					
Net Parliamentary Subsidy					
Surplus Carryover					
Commercial Revenue					
Host Broadcaster					
Business Development Revenue					
Country Canada					
Miscellaneous Revenue					
TOTAL SOURCES OF FUNDS					
APPLICATION OF FUNDS					
<u>Costs related to Revenue-generating Services *</u>					
Marketing and Sales					
Programs Sales to Other Broadcasters					
Business Development					
Host Broadcaster					
Country Canada					
Subtotal - Revenue-generating Services					
<u>Programming and Administration</u>					
Sports					
Arts & Entertainment					
News and Current Affairs					
Network Programming					
Production and Resources					
CBC.ca					
Production Services					
Communications					
Regional Operations					
Network Reserve					
Subtotal - Programming and Administration					
<u>Support and Others</u>					
Management					
Affiliates					
Plant - Broadcast Services - Master Control					
Support Services (Network and Regional)					
Subtotal - Support and Others					
TOTAL APPLICATION OF FUNDS					
NET POSITION					

*Please note that other areas may also generate revenues. These a

Financial Management Report
 French Television
 For the fiscal year ended March 31
 (\$000's)

s.18(a)
 s.18(b)

	2006/2007			2005/2006	
	Budget	Actuals	Variance	Actuals	Variance in Actuals
SOURCES OF FUNDS					
Net Parliamentary Subsidy					
Surplus Carryover					
Commercial Revenue					
Host Broadcaster					
Miscellaneous Revenue					
TOTAL SOURCES OF FUNDS					
APPLICATION OF FUNDS					
<u>Costs related to Revenue-generating Services</u>					
Sales and Marketing (incl. Internet)					
Commercial Production					
Program Sales to Other Broadcasters					
Host Broadcaster					
Production Services and Others					
Costs - Contra Agreements					
Subtotal - Revenue-generating Services					
<u>Programming and Administration</u>					
Sports					
Arts & Entertainment					
News and Current Affairs					
Media Operations					
New Media					
Plant - Production Services					
Communications					
Regional Operations					
Network Reserve					
Subtotal - Programming and Administration					
<u>Support and Others</u>					
Management					
Affiliates					
Plant - Broadcast Services - Master Control					
Support Services (Network and Regional)					
Subtotal - Support and Others					
TOTAL APPLICATION OF FUNDS					
NET POSITION					

**Financial Management Report
English Radio
For the fiscal year ended March 31
(\$000's)**

s.18(a)
s.18(b)

	2006/2007			2005/2006	
	Budget	Actuals	Variance	Actuals	Variance In Actuals
SOURCES OF FUNDS					
Net Parliamentary Subsidy					
Surplus Carryover					
Miscellaneous Revenue					
TOTAL SOURCES OF FUNDS					
APPLICATION OF FUNDS					
Information Programming					
Current Affairs					
Network Music Department					
Network Arts & Entertainment					
Radio 3					
Sirius Satellite Services					
Toronto Radio Production Centre					
Program Services					
Network Services					
Distribution					
Administration					
Entrepreneurial Activities					
Network Reserves					
<u>Regional operations:</u>					
Newfoundland					
Maritimes					
Quebec					
Ontario					
Toronto - CBL					
CBC North					
Manitoba					
Saskatchewan					
Alberta					
British Columbia					
Subtotal - Regional operations					
TOTAL APPLICATION OF FUNDS					
NET POSITION					

**Financial Management Report
French Radio
For the fiscal year ended March 31
(\$000's)**

s.18(a)
s.18(b)

	2006/2007			2005/2006	
	Budget	Actuals	Variance	Actuals	Variance in Actuals
SOURCES OF FUNDS					
Net Parliamentary Subsidy					
Surplus Carryover					
Miscellaneous Revenue					
TOTAL SOURCES OF FUNDS					
APPLICATION OF FUNDS					
Management					
Programming Development					
Information Programming					
Promotion, Analysis and Broadcast					
New Media					
Musical and Cultural Programs					
<i>Première Chaîne</i> Programs					
Media Operations					
Distribution					
<i>Espace Musique</i>					
Sirius Projects					
Network Reserve					
<u>Regional operations:</u>					
Programming					
Atlantic					
Quebec					
Ontario/ Outaouais					
Manitoba					
Saskatchewan					
Alberta					
British Columbia					
Subtotal - Regional operations					
TOTAL APPLICATION OF FUNDS					
NET POSITION					

**Merchandising Division
 Schedule of Incremental Revenues and Costs
 For the fiscal year ended March 31
 (\$000's)**

s.18(a)
 s.18(b)

	2006/2007			2005/2006	
	Budget	Actuals	Variance	Actuals	Variance In Actuals
SOURCES OF FUNDS					
Sales of products:					
Retail operations					
Distribution					
Educational					
Licensing					
Total Sources of funds					
APPLICATION OF FUNDS					
Administration					
Sales of products:					
Retail operations					
Distribution					
Educational					
Licensing					
Total Application of funds					
Net Position before Other Significant Items					
OTHER SIGNIFICANT ITEMS					
Retroactive rights & royalties					
Inventory write-offs					
Total Significant Items					
NET POSITION					

**Financial Management Report
Mobile Division
For the fiscal year ended March 31
(\$000's)**

s.18(a)
s.18(b)

	2006/2007			2005/2006	
	Budget	Actuals	Variance	Actual	Variance in Actuals
SOURCES OF FUNDS					
Net Parliamentary Subsidy					
Mobile rental revenue					
TOTAL SOURCES OF FUNDS					
APPLICATION OF FUNDS					
General Management					
General Operation					
Cost related to revenue generating activities					
Cost related to internal activities					
TOTAL APPLICATION OF FUNDS					
NET POSITION					

Galaxie
Schedule of Incremental Revenues and Costs
For the fiscal year ended March 31
(\$000's)

s.18(a)
s.18(b)

	2006/2007			2005/2006	
	Budget	Actuals	Variance	Actuals	Variance in Actuals
Incremental Revenues					
Satellite					
Cable					
Music for Business					
Miscellaneous revenues					
Total Incremental Revenues					
Incremental Expenditures					
Programming					
Rights					
Distribution					
Administration					
Music for Business					
Marketing					
Rising Star Program					
Total Incremental Expenditures					
Capital expenditures					
Total Incremental Expenditures					
Excess Revenues/(Costs)					

Newsworld
Schedule of Incremental Revenues and Costs
For the fiscal year ended March 31
(\$000's)

s.18(a)
s.18(b)

	2006/2007			2005/2006	
	Budget	Actuals	Variance	Actuals	Variance in Actuals
Incremental Revenues					
Commercial Revenue					
Cable Subscriptions					
Program Sales					
Surplus Carryover					
Total Incremental Revenues					
Incremental Costs					
Programming					
Distribution					
Management and Services					
Selling					
Promotion/Marketing					
Total Incremental Costs					
Excess of Revenues over Costs					
Repayments to the Main Service					
Capital expenditures					
Total repayments to the Main Service					
Excess Revenues/(Costs)					

Le Réseau de l'information
Schedule of Incremental Revenues and Costs
For the fiscal year ended March 31
(\$000's)

s.18(a)
s.18(b)

	2006/2007			2005/2006	
	Budget	Actuals	Variance	Actuals	Variance in Actuals
Incremental Revenues					
Commercial Revenue					
Cable Subscriptions					
Program Sales					
Miscellaneous					
Surplus Carryover					
Total Incremental Revenues					
Incremental Costs					
Programming					
Technical Services					
Sales & Marketing/Promotion					
Management and Services					
Total Incremental Costs					
Excess of Revenues over Costs					
Repayments to the Main Service					
Capital expenditures					
Total repayments to the Main Service					
Excess Revenues/(Costs)					

s.18(a)

s.18(b)

GAINS THROUGH EFFICIENCIES
 UPDATED - MARCH 2007

Changed from previous version	Permanent	One-time	Total Annual	Total One-time	2001/2002	2002/2003	2003/2004	2004/2005	2005/2006	2006/2007	2007/2008	Future years
					(Incremental basis)							
			(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)
ENGLISH TELEVISION												
Departmental cost reductions:		X										
i) News and Current Affairs - 19 positions eliminated												
ii) General reductions												
iii) Remaining departments												
Negotiated savings with CEP union (elimination of penalties, turnarounds, etc)		X										
Management & Admin Review (34 positions eliminated)		X										
Overtime		X										
▼ Toronto Plant - Digital Tape Conversion		X										
Presentation Optimization (English Television):				X								
Net staff reductions of 42 FTE in regional locations from centralizing presentation activities												
Capital expenses				X								
Disaffiliations:												
Savings from reduced affiliate fees		X										
Additional operating costs		X										
Cost avoidance from reduced NHL fees (for information only - not included in totals below)		X										
Cost avoidance from reduced Olympic fees (for information only - not included in totals below)				X								
Capital expenses				X								
Sports Edit Suites		X										
DROP:				X								
Cost savings												
Capital expenses				X								
TOTAL - ENGLISH TELEVISION												
ENGLISH RADIO												
Productivity Improvements - 2000/2001 Technical & Admin Review		X										
Resource Review:												
British Columbia - 2004/05		X										
Network Programming - 2004/05		X										
Radio 3		X										
Olympic coverage for 2006 and 2008				X								
Toronto Production Centre - Technical & Admin Review - 2003/04				X								
Elimination of recruiter position		X										
Elimination of archivist position		X										
Resource Review - National News		X										
Resource Review - Radio 3		X										
Resource Review - Arts & Entertainment		X										
Drag & Drop implementation		X										
Overtime reductions		X										
Departmental reductions		X										
Elimination of secondment program		X										
TOTAL - ENGLISH RADIO												
FRENCH RADIO												
Convert the national radio distribution from Ku-band to C-band:				X								
Decrease in cost of lines												
Capital expenses												
Consolidation of radio master controls (RCI & 1ere Chaîne)				X								
Technical team reduced by 3 FTE's												
Capital expenses												
TOTAL - FRENCH RADIO												

s.18(a)
s.18(b)

GAINS THROUGH EFFICIENCIES
UPDATED - MARCH 2007

Appendix K

Changed from previous version	Permanent	One-time	Total Annual	Total One-time	2001/2002	2002/2003	2003/2004	2004/2005	2005/2006	2006/2007	2007/2008	Future years	
			(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)
			(incremental bests)										
FRENCH TELEVISION													
Replace leased Telesat facilities- Montréal TV Uplink:													
Cost savings	X												
Capital expenses		X											
Centre de l'information (CI):													
Cost savings	X												
Capital expenses		X											
Modernization of Studio 42:													
Cost savings	X												
Capital expenses		X											
Revenue increase	X												
ARTV:													
Cost of putting ARTV on air	X												
Revenues ARTV	X												
Upgrade special event pool equipment (joint ETV & FTV):													
Cost savings - rental of equipment no longer required	X												
Capital expenses		X											
FTN SX conversion Toronto National and Regional News:													
Cost savings	X												
Capital expenses		X											
Mobile-7:													
Reduction of maintenance costs Mobile-7	X												
Capital expenses - Replacement of audio console audio (mobile-7)		X											
Revenue increase - Rental Mobile-7	X												
Replacement of lighting in various studios:													
Cost savings	X												
Capital expenses		X											
Inews service:													
Reduction in FTE's	X												
Capital expenses		X											
Presentation Optimization:													
Cost reductions - East Phase (2 positions)	X												
Cost reductions - West Phase (2 positions)	X												
Capital expenses - East Phase		X											
Capital expenses - West Phase		X											
Disaffiliation (Cogeco):													
Acquisitions Cogeco archives		X											
Disaffiliation (Cogeco)	X												
Capital expenses - Acquisitions of microwave trucks (Cogeco)		X											
Revenue increase - Disaffiliation (Cogeco)	X												
DROP - French Television:													
Cost savings	X												
Capital expenses		X											
Centre de production des dramatiques:													
Cost reductions	X												
Capital expenses		X											
Proceeds of sales - various			X										
TOTAL - FRENCH TELEVISION													

s.18(a)
s.18(b)

GAINS THROUGH EFFICIENCIES
UPDATED - MARCH 2007

Changed from previous version	Permanent	One-time	Total Annual (\$000'S)	Total One-time (\$000'S)	2001/2002	2002/2003	2003/2004	2004/2005	2005/2006	2006/2007	2007/2008	Future years			
					(incremental basis)										
					(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	
CHIEF TECHNOLOGY OFFICER															
Broadcast/network telecom RFP:															
Additional operating expenses		X													
Annual operating savings	X														
Operating savings - Bell Mobility migration		X													
Proceeds of sale - old WAN		X													
Capital expenses		X													
Peering project:															
One-time costs		X													
Annual net savings	X														
Capital expenses		X													
Upgrade SAP software - Infosettle:															
Operating savings	X														
Maintenance costs	X														
Capital expenses		X													
Remote Event Multiview System:															
Capital expenses		X													
Recurring savings	X														
One-time savings		X													
Rogers Atlantic Installations :															
Capital expenses		X													
One-time savings		X													
Recurring savings	X														
Olympics Remote Production:															
Capital expenses		X													
One-time savings		X													
Weather Centre:															
Capital expenses		X													
One-time operating costs		X													
Recurring operating expenses (net of annual savings)	X														
Incremental revenues	X														
Touch Radio Installation - Edmonton:															
Capital expenses		X													
Third party payment		X													
Net revenue increase	X														
Increase in site rental revenues:															
Increase in site rental revenues - permanent	X														
Increase in site rental revenues - one-time		X													
Newcap installation - PEI:															
Capital expenses		X													
Third party payment		X													
Increase in site rental revenues - one-time		X													
Increase in site rental revenues - permanent	X														
Rogers FM North Bay:															
Capital expenses		X													
Third party payment		X													
Increase in site rental revenues - permanent	X														
MBS Installation - Halifax and Charlottetown:															
Capital expenses		X													
Third party payment		X													
Increase in site rental revenues - one-time		X													
Increase in site rental revenues - permanent	X														
Master FM Installation (North Bay, ON):															
Increase in site rental revenues - permanent	X														
Capital expenses		X													
Parts Warehouse - West Carleton:															
Capital expenses		X													
Operating savings - one-time		X													
Operating savings - permanent	X														

Changed from previous version	Permanent	One-time	Total Annual (\$000'S)	Total One-time (\$000'S)	2001/2002	2002/2003	2003/2004	2004/2005	2005/2006	2006/2007	2007/2008	Futura years
					(Incremental basis)							
					(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)
Saving of operating expenses												
Transmission Division re-engineering	X											
SAP support costs	X											
Change to VPN technology (London & Paris)	X											
Prepayment discount - common carriers	X											
DROP - Phase 3	X											
Savings on teleconferencing costs based on new Bell rate	X											
Savings from Cisco contract switched from HP to Bell	X											
Cancellation of CDTV membership	X											
International agreements with short-wave facilities at Sackville		X										
NABA revenues		X										
CBC / CANCOM aggregated agreement (Specialty Services)		X										
TOTAL - CHIEF TECHNOLOGY OFFICER												
REAL ESTATE DIVISION												
Net staff reduction (succession plan excluded)		X										
Energy savings project (Toronto, Montreal, Vancouver and Moncton):												
Energy savings	X											
One-time costs		X										
Academy of Design:												
Tenant improvement		X										
Tax reduction - Taxes paid directly to city by tenant	X											
Rental revenues	X											
Edmonton Consolidation:												
Capital expenses		X										
Proceeds from sale of Edmonton buildings		X										
Saving of operating expenses - Edmonton	X											
<i>Avoided estimated future capital costs (for information only - not included in totals below)</i>		X										
Québec Consolidation:												
Capital expenses		X										
Proceeds from sale of Québec building		X										
Additional operating savings	X											
<i>Avoided estimated future capital costs (for information only - not included in totals below)</i>		X										
Ottawa Consolidation:												
Capital expenses		X										
Proceeds from sale of Lanark building		X										
Sublease - Ottawa (Queen St)	X											
Sublease - Ottawa (Queen St) - tenant improvement		X										
Savings from Ottawa lease review	X											
Additional operating expenses		X										
Additional operating expenses	X											
<i>Avoided estimated future capital costs (for information only - not included in totals below)</i>		X										
Profac contract:												
<i>Avoided costs - Renegotiation of Profac contract (for information only - not included in totals below)</i>		X										
Review - Profac contract	X											
Recovery - KPI penalty	X											
Savings - Satisfaction survey	X											
Sale of Burnaby Warehouse:												
Proceeds from sale of warehouse		X										
Saving of operating expenses		X										
Revenue reduction		X										
Sale of Winnipeg building:												
Saving of operating expenses	X											
Proceeds from sale of building		X										
Other Property Sales:												
Toronto land	X											
St-Boniface land		X										

s.18(a)
s.18(b)

Appendix K

GAINS THROUGH EFFICIENCIES
UPDATED - MARCH 2007

Changed from previous version	Permanent	One-time	Total Annual (\$000'S)	Total One-time (\$000'S)	Incremental basis						
					2001/2002 (\$000'S)	2002/2003 (\$000'S)	2003/2004 (\$000'S)	2004/2005 (\$000'S)	2005/2006 (\$000'S)	2006/2007 (\$000'S)	2007/2008 (\$000'S)
Saskatchewan Property Management Corporation:											
		X									
	X										
	X										
✓ Other revenue generating activities:											
New price parking policies	X										
Regina - Cafeteria lease		X									
Calgary - Cafeteria lease		X									
Various increases related to lease renewals	X										
Various increases related to lease renewals	X										
✓ Tax savings:											
Water tax - Montreal				X							
Avoided costs - Tax negotiation - Toronto (for information only - not included in totals below)				X							
Various tax savings				X							
Renegotiation of service contracts for Montreal and Moncton	X										
Reduction of additional security (put in place after 9/11)	X										
Savings on 80 Commissioner St. Toronto	X										
Savings on operating costs - Halifax, Regina and Vancouver plants	X										
✓ Lease terminations	X										
✓ Saving of operating expenses - St John's	X										
✓ Saving of operating expenses - Tribune parlementaire (Québec)	X										
Saving of operating expenses - CIR (Montreal)	X										
Saving of operating expenses - Pumping station (Montreal)	X										
Elevator maintenance contract	X										
Various other savings	X										
TOTAL - REAL ESTATE DIVISION											
SHARED SERVICES ORGANISATION											
One-time operating costs		X									
One-time capital costs		X									
Ongoing savings/(costs)	X										
TOTAL - SHARED SERVICES ORGANISATION											
STRATEGIC SOURCING											
Additional Operating Costs	X										
Ongoing savings	X										
TOTAL - STRATEGIC SOURCING											
ENTERPRISE-WIDE PROJECTS											
✓ Vision Project:											
Cost savings	X										
One-time charges including training, computers, conversion costs)									
Capital expenses)									
TOTAL - ENTERPRISE-WIDE PROJECTS											
CORPORATE INITIATIVES											
Cost avoidance - Revised departure policy (for information only - not included in totals below))
Cost avoidance - Foreign exchange transactions for future Olympic rights (for information only - not included in totals below))
New travel agency contract)
Increased revenues from Canadian Retransmission Rights Association	X										
10% reduction of travel budgets	X										
TOTAL - CORPORATE INITIATIVES											
GRAND TOTAL (excluding avoided costs)											



CAPITAL

000090

2006/07 Capital Budget Overview as at March 31, 2007

<u>Component</u>	<u>Capital Plan</u>	<u>Actual Expenditures</u>	<u>Surplus/ (Deficit)</u>	<u>As % of Capital Plan</u>
English Television (ETN)				
French Television (FTN)				
English Radio (ERN)	s.18(a)			
French Radio (FRN)	s.18(b)			
Information Technology (IT)				
Real Estate (RE)				
Broadcast & Telecom Networks (BTN)				
Transmission Division (T&D)				
Human Resources (HR)				
Corporate Components				
Galaxie				
Fleet Management				
Mobile Division				
Minor Capital				
Enterprise Wide (EW) - details on the next page				
Corporate Contingency				
Committed Corporate Contingency				
Impact of approved plan being higher than available capital (1)				
Total Surplus/(Deficit)				
<i>% of Available Capital</i>				
TOTAL AVAILABLE CAPITAL				
Capital Appropriation				
Reprofiling of Capital Funds from 2005/06 to 2006/07				
Planned operating to capital vote transfers				
Vote transfers deferred from 2005/06 to 2006/07				
2005/06 Carryover				
3rd Party Payments				
Repayments to NATV				
Proceeds of Sale/Trade-ins				
Insurance Proceeds				
Total Available Capital in 2006/07				
TOTAL SURPLUS/(DEFICIT)				

2006/07 Capital Budget Overview - Enterprise Wide Projects
as at March 31, 2007

		<u>Capital Plan</u>	<u>Actual Expenditures</u>	<u>Surplus/ (Deficit)</u>	<u>As % of Capital Plan</u>
	s.18(a)				
Enterprise Wide (EW)	s.18(b)				
Ottawa Content Management					
Capital plan as approved					
Other sources of funds committed to this project					
Net results for the project					
Quebec Consolidation					
Capital plan as approved					
Other sources of funds committed to this project					
Net results for the project					
Shared Services Organization					
Capital plan as approved					
Other sources of funds committed to this project					
Net results for the project					
Vision/Sintec					
Capital plan as approved					
Other sources of funds committed to this project					
Net results for the project					
Edmonton Consolidation					
Newsroom System Project - iNews					
Desktop Radio					
Desktop Radio - Permanent Solution					
Digital Transmitters					
DROP					
Digital Radio Broadcasting					
Washington Bureau					
Olympic Production					
HD Presentation Vancouver					
HD Hockey History					
Virtual Music Library System					
TV Affiliate Replacement Projects					
Upgrade Engineering Map Software Tool					
DTV / HDTV Test Equipment					
Pool Equipment - SEG					
Sirius Radio Uplink Facilities					
HD Olympic Production					
ScheduLINK					
Vancouver Redevelopment					
St John's, Newfoundland Consolidation					
Replace FSV and Equipment - Montreal					
Merchandising Division Infrastructure					
Total Surplus/(Deficit)					

s.18(a)
s.18(b)

2006/2007 Capital Budget Overview as at March 31, 2007 - Notes

Note 1

Note 2

Note 3

Note 4

Note 5

Note 6

Note 7

Note 8

Note 9

Note 10

Note 11

Note 12

Note 13

Note 14

Note 15

Note 16

Note 17

2006/07 to 2008/09 CAPITAL INVESTMENT PLAN
 Projects over \$5 Million (in 000's) as at March 31, 2007

s.18(a)
 s.18(b)

			Budget Approved by Decision Letter	Pending Releases/ Other Sources of funds *			Actual Expenditures Prior Yrs	Actual Expenditures 2006/07	Forecasted Expenditures 2007/08	Forecasted Expenditures 2008/09	Future Years	
Capital Lease Payments - TBC	RE											
Sintec/Vision Project - Capital * (1)	EW											
Sintec/Vision Project - Operating (2)												
Ottawa Content Management - Capital *	EW											
Ottawa Content Management - Operating (2)												
Presentation Optimization Plan/Centralisation M.E.O.	ETN/FTN											
Electronic News Systems - Content Management - Capital	EW											
Electronic News Systems - Content Management - Operating (2)												
Edmonton Consolidation (6)	EW											
DROP Project	ETN/FTN											
DROP Project - Operating (2)												
Quebec Consolidation - Capital *	EW											
Quebec Consolidation - Operating (2)												
Centre for Drama Production	FTN											
Desktop Radio	EW											
Desktop Radio - Operating (2)												
Shared Services Organization *	FW											
HDTV Mobile - Toronto (7)	ETN											
Desktop TV - Toronto	FTN/FTN											
Desktop TV - Newsworld	ETN											
Vancouver Renovation Project - Capital (4)	EW											
Vancouver Renovation Project - Operating (2)												
Studios 42, 43, 44, 47, 48 to HD and Studios 45 to SD - Capital (3)	FTN											
Studios 42, 43, 44, 47, 48 to HD and Studios 45 to SD - Operating (2)												
Upgrade Studio 42 to HD - Capital	ETN											
Upgrade Studio 42 to HD - Operating (2)												
Upgrade Studio 55 and Control Room 52 to HD -Capital	ETN											
Upgrade Studio 55 and Control Room 52 to HD -Operating (2)												
St. John's Consolidation - Capital	EW											
St. John's Consolidation - Operating (2)												
HD Mobile	Mobile											
Subtotal Projects Approved												
			Total Plan approved in principle	Pending Releases/ Other Sources of funds *			Actual Expenditures Prior Yrs	Forecasted Expenditures 2006/07	Forecasted Expenditures 2007/08	Forecasted Expenditures 2008/09	Future Years	
TV Affiliate Replacement - Kingston & Peterborough (5)	EW											
Subtotal Projects Planned												
Total - All Projects Over \$5 Million												
Available Capital												000095

* Pending releases and other sources of funds, as well as the forecasted surplus/ (deficit), are explained in the document entitled '2006/07 Capital Budget Overview as at March 31, 2007 - Notes'.

s.18(a)
s.18(b)

2006/2007 to 2008/2009 CAPITAL INVESTMENT PLAN
Projects over \$5 million, as at March 31, 2007 - Notes

Note 1

Note 2

Note 3

Note 4

Note 5

Note 6

Note 7

Audit Committee

June 19, 2007

Subject matter**2006-2007 Financial Statements****Background**

Each year, at the June meeting of the Audit Committee the financial statements of the Corporation and the financial disclosures and reporting of the Annual Report are provided for recommendation to the Board of Directors for review and approval.

Information on the matter**For decision****For information****Prepared by**

Name: Johanne Charbonneau

Date: June 8, 2007

Management recommendation

IT IS RESOLVED THAT the Audit Committee recommends to the Board of Directors approval of the Financial Statements of the Corporation comprised of the Statement of Operations and Equity, the Balance Sheet, the Statement of Cash Flow and the notes to the financial statements as presented by management for the year ended March 31st 2007.

IT IS ALSO RESOLVED THAT the Audit Committee recommends approval by the Board of Directors of the Management Discussion and Analysis section of the Annual Report as presented for the year ended March 31st 2007.

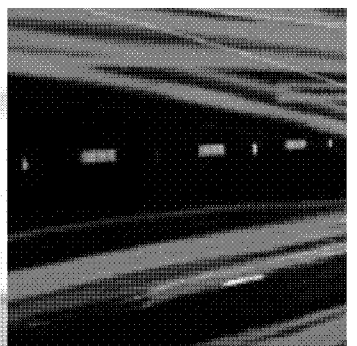
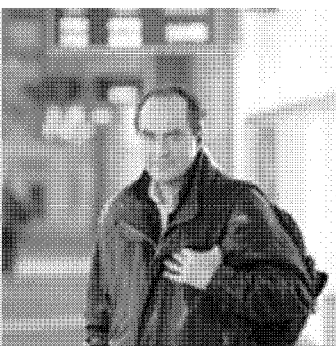
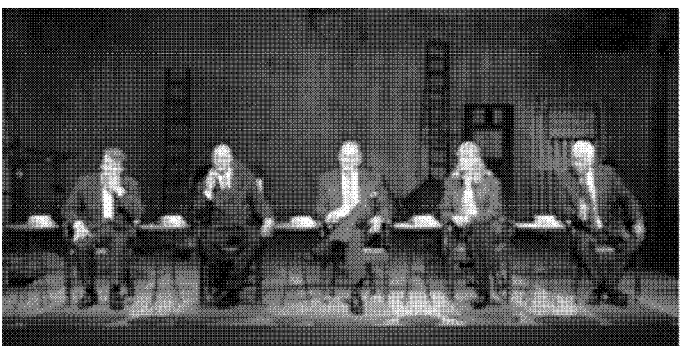
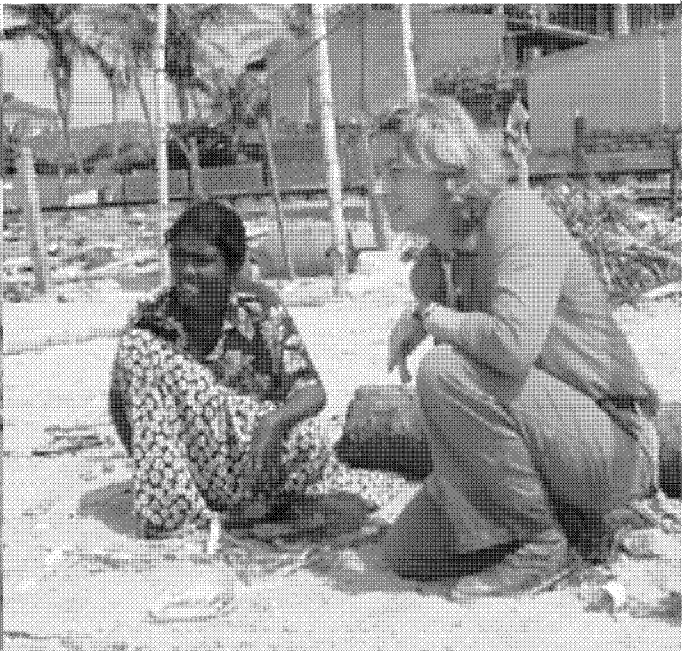
Last discussed at the Board

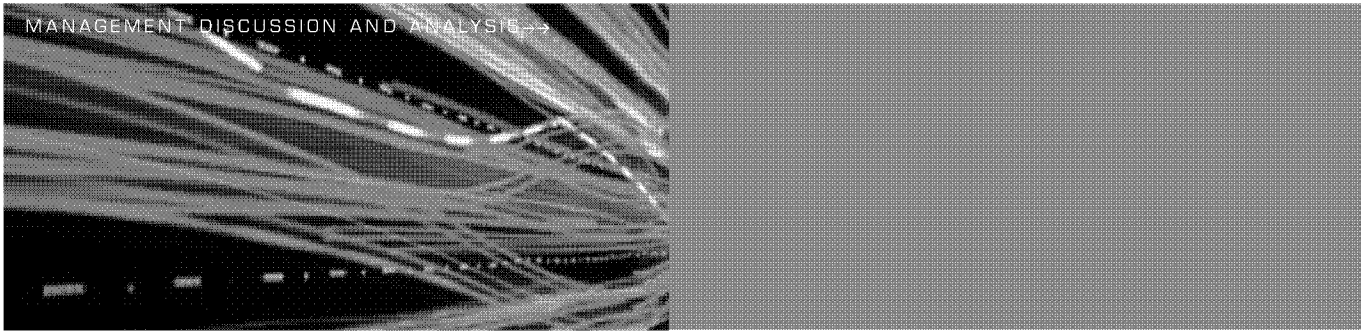
Date:

Decision made:

Next steps

MANAGEMENT DISCUSSION AND ANALYSIS →→





KEY PERFORMANCE INDICATORS →→

CBC | Radio-Canada uses programming performance indicators to ensure that it is continuing to provide Canadians value for the money they have invested in their national public broadcaster.

Specifically, CBC | Radio-Canada monitors and evaluates the views and viewing, listening and surfing habits of Canadians to ensure that it is providing them with programming to their satisfaction and that meets their needs.

MEASURING PERFORMANCE

The Auditor General of Canada's report on the Special Examination of CBC | Radio-Canada, released in 2005, suggested improvements in the ability of CBC | Radio-Canada's Board of Directors, the Government and the public to assess CBC | Radio-Canada's performance on a year-to-year basis. As a result, we have enhanced the strategic planning process by developing performance indicators for each of our Corporate priorities and linked them to the Corporation, as a whole, or to individual media operations, as appropriate. The incorporation of these performance indicators into the Corporation's

planning process began in 2006 and they will be fully integrated into that process within two years.

Data collection and measurement commenced April 2006 and data for all measures are reported in this year's Annual Report. By April 2008, the performance indicator system will be fully operational and it will then be possible to examine annual performance results, performance against targets, as well as performance trends.

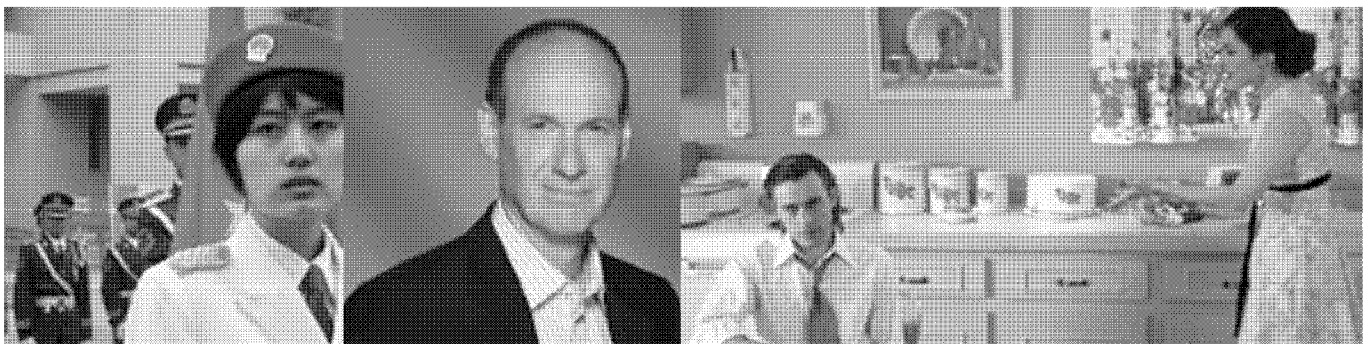
These changes have already enhanced the planning process and, in the longer term, should significantly increase the effectiveness of the Corporation's overall operations.

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CORPORATE MEASURES OF PERFORMANCE →→

CORPORATE PRIORITY	INDICATOR	2006-2007 RESULT
CONTENT	CANADIAN CONTENT	%
	→ CBC Television*	
	All day (6:00 a.m.–midnight)	81
	Prime time (Monday-Sunday, 7:00-11:00 p.m.)	80
	→ Télévision de Radio-Canada*	
	All day (6:00 a.m.–midnight)	82
	Prime time (Monday-Sunday, 7:00-11:00 p.m.)	88
	→ CBC Radio	
	All day	99
	Prime time (Monday-Friday, 6:00-9:00 a.m.)	99
	→ Radio de Radio-Canada	
	All day	100
	Prime time (Monday-Friday, 6:00-9:00 a.m.)	100
	NUMBER AND QUALITY OF AWARDS	Number
	CBC Television	288
	Télévision de Radio-Canada	29
	CBC Radio	111
	Radio de Radio-Canada	6
	DISTINCTIVENESS	%
	→ CBC Radio-Canada	90

* Based on previous broadcast year, September 2005-August 2006.

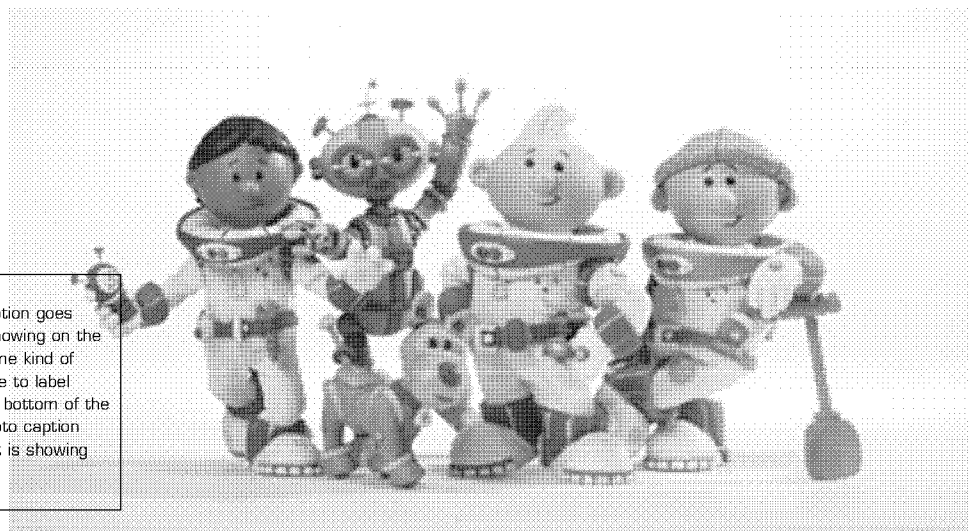




CORPORATE PRIORITY	INDICATOR	2006–2007 RESULT
REGIONAL REFLECTION AND THE CHANGING FACE OF CANADA 2006–2007	Programs produced in regions for regions CBC Radio-Canada	Hours 88,675
	Programs produced in regions for network CBC Radio-Canada	Hours 12,406
	CBC Radio-Canada usage by visible minority (18+)	87%
	Visible minority staff CBC Radio-Canada	Number of staff 528 (excludes short-term employees)
SUSTAINABILITY OF CANADIAN SCHEDULES	Television advertising revenue CBC Television and Télévision de Radio-Canada	\$ millions 315
	Expenditures on Canadian programming CBC Radio-Canada	95% of total budget
EFFICIENCY	Self-generated revenues Programming expenditures	\$110 million 81% of total budget
CREATIVE HUMAN RESOURCES	Commitment to training and development	\$ per employee 999
	Employee satisfaction (periodic)	Index 85% (2004 employee survey)



CORPORATE PRIORITY	INDICATOR	2006-2007 RESULT
STRATEGIC PARTNERSHIPS	Joint ventures/partnerships	6
COLLABORATION	Expenditures on cross-media programming	\$10 million
STRONG STAKEHOLDER RELATIONSHIPS	Opinion leaders' overall impression of CBC Radio-Canada*	77% favourable
	Opinion leaders' general impression of CBC Radio-Canada as being an essential service*	78% agreement
	Canadians' satisfaction levels with CBC Radio-Canada	89%
	Relevance to stakeholders of CBC Radio-Canada	Percentage of Canadians reached 86%
<small>* CBC Radio-Canada Opinion Leader Survey, April 2006, conducted by Phoenix Strategic Perspectives Inc.</small>		



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MEDIA LINES' GOALS AND ACHIEVEMENTS →→

CBC | Radio-Canada delivers a comprehensive range of News, information, entertainment, and sports programs via 28 services. It is the only Canadian broadcaster delivering Radio, Television, Internet, and satellite-based services, in both English and French plus eight Aboriginal languages, to all Canadians. The Corporation's broadcasting reach extends across Canada and around the world, offering high-quality, distinctive content by, for and about Canadians, however and wherever they want it.

ENGLISH SERVICES →→

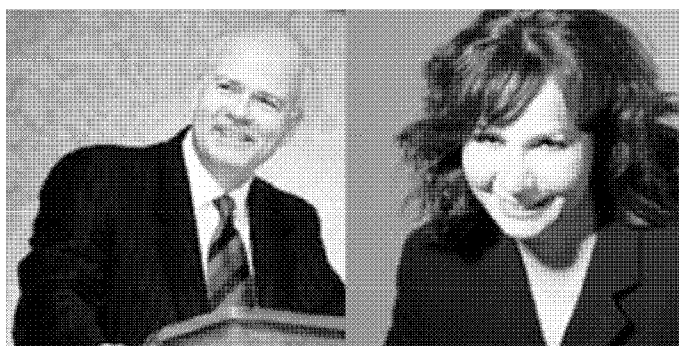
CBC Television encompasses 16 conventional, over-the-air stations across the country, and our wholly owned Specialty Services, CBC Newsworld and CBC Country Canada. All of these services report to the Executive Vice-President of CBC Television. The Corporation is also a partner in The Documentary Channel.

CBC Radio comprises CBC Radio One, CBC Radio 2 and CBC Radio 3. CBC Radio One and CBC Radio 2 are terrestrial, over-the-air services that reach more than 97 per cent of Canadian homes on AM or FM. CBC Radio 3 is a music channel delivered by Sirius Satellite Radio Channel 94 and the Internet.

CBC.ca is an English-language Internet service carrying our Radio and Television content, unique New Media and Corporate information. More than three million Canadians visit *CBC.ca* each month, making it among the most popular Canadian News and information websites.

Our English services are described in detail on pages 14–15.







CBC TELEVISION →→

	CBC TELEVISION 2006-2007 GOALS	CBC TELEVISION 2006-2007 ACHIEVEMENTS
AUDIENCE GROWTH	→ Increase prime-time share to 8.5%.	→ Average prime-time share is 7.4%.
ENTERTAINMENT STRATEGY	→ Increase prime-time entertainment from 150 to 175 hours. → Establish two hit series.	→ Exceeded target with prime-time entertainment increasing to 223.5 hours, with an additional 19.5 hours of factual entertainment programming for a total of 243 hours. → <i>Little Mosque on the Prairie</i> a bona fide hit. <i>Dragons' Den</i> performed well.
NEWS STRATEGY	→ Continue implementing CBC News Integration and the CBC News Study.	→ Significant progress, including the creation of an integrated world affairs unit and the launch of <i>myCBC</i> in Vancouver.
REGIONAL STRATEGY	→ Launch development projects in four markets. → Renew our commitment to broadcasting in the regions by presenting authentic regional voices on social, political and cultural matters.	→ An overhaul of broadcasting in the regions is underway. Nine regional lifestyle programs, ten daily regional breaks and sixty-minute regional supper hour programs were launched, as well as <i>myCBC</i> . → Increase to 100 minutes, from 30 minutes, per day of regional programming.
MULTI-PLATFORM STRATEGY	→ Integrate approach to commissioning and creating content for all platforms.	→ Negotiations continued with independent producers and content providers for broadcast content for all platforms. → Multiple platforms are a key aim of <i>myCBC</i> .

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**CBC TELEVISION
2006-2007 GOALS**

**CBC TELEVISION
2006-2007 ACHIEVEMENTS**

**SOUND FINANCIAL
MANAGEMENT
AND CULTURE OF
ACCOUNTABILITY**

- Do not exceed production budget of \$517.5 million.
- Achieve revenue target of \$210 million.
- Redirect resources to top priorities (e.g.: Entertainment Strategy).
- Establish and use metrics, targets and regular reporting.
- Engender a culture that is accountable for delivering brilliant programming to audiences.
- Reward risk-taking and success.
- Give programmers the tools they need.

- Reduced costs to \$507.5 million.
- Achieved \$205 million in revenues.
- In 2006-2007, resources were redirected to the top priority, adding more than 60 hours of Canadian entertainment programming to the schedule.
- Metrics and targets have been established. Performance is measured on a continuous basis in all programming areas.

**TWO-WAY
COMMITMENT
WITH EMPLOYEES**

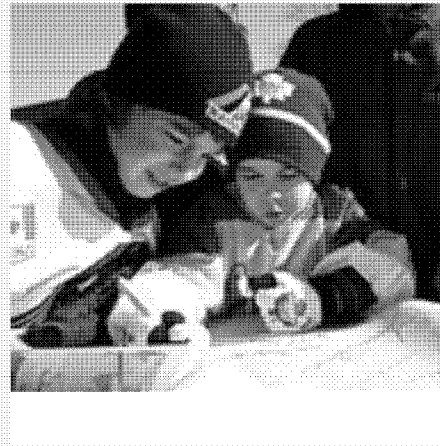
- Encourage dialogue, engagement, creativity, and loyalty.
- Promote wellness, civility and diversity in the workplace.
- Ensure consistent performance management and succession planning.

- Continued *Town Hall* discussions between executive management and employees.
- First of the wellness initiatives rolled out across the country (stress workshop).
- Full compliance with the performance management program.

PUBLIC VALUE

- Differentiation target: maintain ratio.

- Achieved.



CBC TELEVISION FUTURE DIRECTIONS

ENTERTAINMENT (DRAMA, COMEDY, FACTUAL ENTERTAINMENT, PERFORMING ARTS)

- Develop more programs that reflect the current strategy.
- Focus on more series-based programs that appeal to a broader range and number of Canadians.

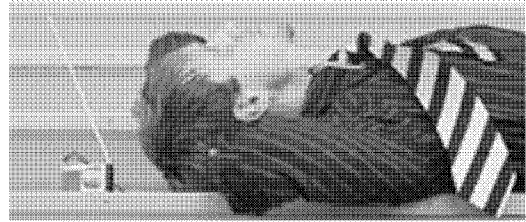
CBC: WHEN, WHERE AND HOW YOU WANT IT

- Build a multi-platform strategy focusing on programming and functionality.
- Content: we are channeling our efforts into News, Entertainment and Sports.
- Technical: moving towards a Web 2.0 environment, providing audiences with the ability to comment on items, rate them, and link to them from their blog or website, to subscribe to specific types of content, to search for specific video content, and to submit user-generated content.

CBC NEWS: MAKING AN OUTSTANDING SERVICE EVEN BETTER

- Build a fully integrated News service that is deeply local, embraces the principles of civic journalism and provides Canadians with the News and information they want via whatever medium they choose.
-

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CBC RADIO →→

	CBC RADIO 2006-2007 GOALS	CBC RADIO 2006-2007 ACHIEVEMENTS
EXPANDED REGIONAL PROGRAMMING	<ul style="list-style-type: none"> → CBC Radio will deliver the authentic social, political and cultural voice of each region, and service to places currently unserved. 	<ul style="list-style-type: none"> → Increase of over 500 hours of local programming, compared to last year. → Hundreds of hours of network programming decentralised out of Toronto into the regions. → Expanded afternoon coverage in Ottawa and Montréal.
ENSURING PROGRAMMING RELEVANCE	<ul style="list-style-type: none"> → CBC Radio is committed to airing inspiring, innovative and excellent programming. National and international awards target: 100. → CBC Radio is committed to growing audiences. Audience reach target: 3.8 million. Audience share target: 12.2%. → CBC Radio is committed to reflecting the diversity of contemporary Canadian society. 	<ul style="list-style-type: none"> → More than 100 major national and international programming awards, including Broadcaster of the Year (New York Festivals). → Audience reach target achieved: 3.8 million. Audience share target exceeded: at least 13%. → Diversity targets established and met.
RENEWAL AND RE-INVENTION	<ul style="list-style-type: none"> → CBC Radio will produce cultural content reflecting the needs of the Canadian public, based on results of the Corporation's Arts and Culture Study; launch a new strategy for Arts and Entertainment programming for CBC Radio One, CBC Radio 2 and CBC Radio 3; redevelop CBC Radio 2 to preserve its valued past while expanding the breadth of emerging talent on its airwaves; and deliver CBC Radio on satellite radio and through podcasting and downloading. 	<ul style="list-style-type: none"> → Phase One of CBC Radio 2 redevelopment launched with expanded opportunity for new Canadian composers, more regional live performance on the schedule while maintaining strong commitment to the existing classical audience. → New high-profile Arts journalism program introduced. → High-profile dramatic productions launched, to audience acclaim. → Podcasting program expanded to more than 20 shows, with downloads exceeding one million a month.



CBC RADIO 2006-2007 GOALS		CBC RADIO 2006-2007 ACHIEVEMENTS
HIGH LEVELS OF LISTENER SATISFACTION FOR CBC RADIO ONE	<p>CBC Radio is committed to airing programming that:</p> <ul style="list-style-type: none"> → Achieves high levels of audience satisfaction; → Is considered essential; and, → Reflects the ethnically and culturally diverse make-up of Canada. 	<ul style="list-style-type: none"> → Satisfaction achieved: 61%. → Essential achieved: 83%. → Ethnically/culturally diverse achieved: 63%.

CBC RADIO 2007-2008 FUTURE DIRECTIONS

PROGRAM DEVELOPMENT AND REDEVELOPMENT OF CBC RADIO 2

- Continued renewal and rebirth. Redevelopment of CBC Radio 2 as a music network reflecting the breadth of Canadian music and musicians, targeting adult music audiences. CBC Radio One will refocus as the primary source for News, talk and culture with values of intellectual engagement and context. CBC Radio 3 will further develop its niche as the source for adventurous contemporary Canadian music on all platforms.

NEWS INTEGRATION AND *myCBC*

- Implementation of a tri-medial strategy strongly rooted in the regions to serve Canadians with relevant News and information informed by local perspectives.

STRATEGIC DEVELOPMENT ON NEW PLATFORMS

- Execution of a tri-medial plan to deliver programming when, where and how Canadians want to receive it.

LOCAL RADIO PLAN

- Endorsement of a Local Radio Plan; 12 new stations to bring local CBC Radio service to six million English-speaking Canadians who have none now.



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CBC.CA →

**CBC.CA
2006-2007 GOALS**

**CBC.CA
2006-2007 ACHIEVEMENTS**

<p>→ Continue growing <i>CBC.ca</i>'s audience.</p>	<p>→ <i>CBC.ca</i> continues to attract new audiences among new and established Internet users and was the number one news/media website used by Canadians between April 2006 and January 2007. The average audience to <i>CBC.ca</i> grew by 30 per cent in 2006-2007, well ahead of the growth to the Canadian Internet population and growth targets.</p>
<p>→ Focus on core strengths: relevant and popular content.</p>	<p>→ In September 2006, <i>CBC.ca</i> launched new journalistic sections focused on technology and consumer information. Both have attracted large audiences, exceeding their targets by 95% and 263%, respectively. <i>CBC.ca</i> also revamped its health section, increasing traffic by 29% since relaunching.</p> <p>→ <i>CBC.ca</i> launched a new video section prominently on the front page of <i>www.CBC.ca</i>. This significantly improved video quality and increased viewing of video content by 150%, to more than two million streams per month.</p>
<p>→ Continue improving the user experience.</p>	<p>→ <i>CBC.ca</i> relaunched its website in June 2006 with a new, user-friendly design, resulting in improved performance, better access to content, better usability, improved brand consistency, and increased visitor traffic. In the annual Total Audience Survey conducted in 2006, 91% of the 10,000 <i>CBC.ca</i> users polled rated it as excellent or very good.</p>
<p>→ Increase revenues.</p>	<p>→ As of January 2007, <i>CBC.ca</i> had already brought in double the revenue targeted for the full fiscal year. Compared with 2005-2006, revenues to the website were up 350%.</p>



**CBC.CA
2006-2007 GOALS**

- Promote CBC Television and CBC Radio programs.

**CBC.CA
2006-2007 ACHIEVEMENTS**

- *CBC.ca* designed and built websites for several new Television and Radio programs, including *Dragons' Den*, *Test the Nation*, *The Greatest Canadian Invention*, and *Hockey: A People's History*. *CBC.ca* also developed a new website for the relaunch of CBC Radio 2. Traffic to CBC Television and CBC Radio program pages on *CBC.ca* have grown by 19% and 13%, respectively, since 2005-2006.

CBC.CA FUTURE DIRECTIONS

INCREASE *CBC.CA* TRAFFIC BY CONTINUING TO FOCUS ON CORE STRENGTHS: IMPORTANT AND POPULAR PROGRAMMING.

IMPLEMENT WEB 2.0 AND THE MEDIA PLAYER.

- Increase the amount of Television and Radio programming available online through streaming.
- Continue to improve *CBC.ca*'s ability to target and measure audience.
- Improve the audience's ability to engage with *CBC.ca* content through commenting, voting and submitting content.

INCREASE REVENUES.

SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF A MULTI-PLATFORM STRATEGY.

INCREASE SITE STABILITY AND RELIABILITY.



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FRENCH SERVICES →→

CBC | Radio-Canada's French Services comprise Télévision de Radio-Canada, Réseau de l'information de Radio-Canada (RDI), Première Chaîne, Espace musique, Bande à part, Radio Canada International (RCI), RCI viva, and *Radio-Canada.ca*. All of these services report to the Executive Vice-President for French Services. This integrated approach facilitates the development of a global vision of French Services that recognises the individual strengths and distinctive character of each media line while promoting the overarching goal of improving the quality of the democratic and cultural life of Canadians. The Corporation is also a partner in ARTV and TV5Monde.

French Services are described in detail on pages 14–15.

FRENCH SERVICES 2006–2007 GOALS

A GLOBAL VISION → Integrate services to enrich offerings on all platforms and to ensure that activities are managed consistently and responsibly.

FRENCH SERVICES 2006–2007 ACHIEVEMENTS

→ Several inter-media projects came together successfully. For example, *La semaine verte*, the popular Television program on the environment, food, agriculture, fishing, and forests, is now featured on Première Chaîne and *Radio-Canada.ca*.

→ Several administrative services were integrated, including Finance, Operations and Communications, to ensure greater consistency.



**FRENCH SERVICES
2006-2007 GOALS**

- A *RASSEMBLEUR*
PUBLIC
BROADCASTER
- Reach Télévision de Radio-Canada audience appreciation target of 6.7 (out of 10).
 - Reach combined audience share target for Télévision de Radio-Canada and RDI of 15%-20%.
 - Reach combined audience share target for Première Chaîne and Espace musique of 14%-16%.

- RELIABLE,
HIGH-QUALITY
INFORMATION
- Strengthen information on our airwaves.

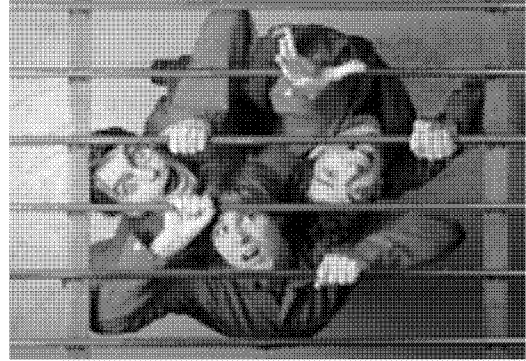
**FRENCH SERVICES
2006-2007 ACHIEVEMENTS**

- Target achieved: 6.6 (out of 10).
- Target achieved: 15.9%.
- Target achieved: 15.2% in Fall 2006. Exceeded in Spring 2007, at 16.7%.
- *Radio-Canada.ca* remained among the country's most popular French-language media websites. From April to December 2006, the site received an average of 1.5 million unique visitors among Francophones with Internet service at home (comScore Media Metrix), up 2% from last year. The site broke a record for hits with 1,974,000 unique visitors (37.5%) of Francophones with Internet service at home.
- In June 2006, Radio-Canada integrated its information services with the aim of ensuring that the strategies, editorial directions and major operations would enhance the credibility and quality of information at Radio-Canada, in keeping with the personality of the networks.
- Since the Fall of 2006, Télévision de Radio-Canada has offered a new forum for News, *Le téléjournal/Matin*, weekdays at 8:00 a.m.
- Since August 2006, RDI has changed direction and offers all-News programming live. Under the guidance of our three anchors, our News teams across Canada create a dynamic force that has made RDI *the* French-language News source throughout the day.



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**FRENCH SERVICES
2006-2007 GOALS**

**FRENCH SERVICES
2006-2007 ACHIEVEMENTS**

RELIABLE,
HIGH-QUALITY
INFORMATION
(CONTINUED)

→ Strengthen information on our airwaves. (Continued)

→ Première Chaîne presents a revamped version of *Désautels*, airing 3:00-5:00 p.m. in the Montréal market, and going national thereafter.

→ At *Radio-Canada.ca*, users can view or hear most News and Current Affairs programs (Radio and Television) in a new section called *Radio-Canada sur demande*.

RICH, DIVERSE
CULTURAL
PROGRAMMING

→ Improve our cultural programming.

→ Télévision de Radio-Canada presented 17 original dramas this year, including 11 new shows, more than any other broadcaster in Canada. A new weekly prime-time cultural magazine, *Prochaine sortie*, was launched in Fall 2006.

→ Christiane Charette returned to Première Chaîne with a new talk show concerning culture and society. Première Chaîne continues to air prestigious series and contemporary-idea programming in its late evening time slot.

ROOTED IN
THE REGIONS

→ Create stronger regional roots for our services.

→ In June 2006, French Services proceeded with the first phase of integrating all regional Radio, Television and Internet services within one general management structure. The primary purpose of this restructuring is to strengthen CBC|Radio-Canada's roots in the regions by highlighting regional expertise and realities within our national programming and to improve services to the public in the regions. The first mission of this new structure was to develop a strategic plan, the impact of which will really begin to be felt in Fall 2007.



**FRENCH SERVICES
2006-2007 GOALS**

**FRENCH SERVICES
2006-2007 ACHIEVEMENTS**

<p>ROOTED IN THE REGIONS (CONTINUED)</p>	<ul style="list-style-type: none"> → Télévision de Radio-Canada – produce weekly hours of regional programs for network, averaged annually: target of 7. → Radio de Radio-Canada – maintain level of investment in regional production: target of 45%. 	<ul style="list-style-type: none"> → On target. → Achieved: 44%. → Since the Fall of 2006, Première Chaîne has offered a new program on Sunday afternoons for each of the country's major regions. → Of the concerts recorded by Espace musique, a large number are in the regions. Indeed, 70% of the 108 concerts recorded during Summer 2006 were in the regions. Among Espace musique listeners, 30% live outside Québec and 67% live outside Metropolitan Montréal.
<p>A MEETING PLACE FOR YOUNG PEOPLE</p>	<ul style="list-style-type: none"> → Continue implementation of the youth strategy. 	<ul style="list-style-type: none"> → Télévision de Radio-Canada developed an approach for children and youth audiences based on the interests, availability and needs of the different age groups. Of note are two new programs for teens: <i>Kif Kif</i>, a daily serial, and <i>Les pieds dans la marge</i>, a weekly comedy.
<p>A STAGE FOR CANADIAN PERFORMERS</p>	<ul style="list-style-type: none"> → Promote Canada's music talent across all our platforms. → Radio de Radio-Canada – record concerts and shows: target of 350. 	<ul style="list-style-type: none"> → Espace musique's <i>Sacré talent!</i>, which introduces a promising Francophone singer every month, last Fall joined with Télévision de Radio-Canada's <i>L'heure de gloire</i>, a new music show hosted by René Simard, to feature a performance by the singer of the month. → On target.

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FRENCH SERVICES 2006-2007 GOALS		FRENCH SERVICES 2006-2007 ACHIEVEMENTS
AT THE FOREFRONT OF NEW TECHNOLOGIES	→ Remain at the forefront of new technologies.	→ Since Fall 2006, nearly 30% of prime-time programs on Télévision de Radio-Canada have been in high definition, making the public broadcaster Canada's biggest producer of HD programming in French.
FINANCIAL	<ul style="list-style-type: none"> → Télévision de Radio-Canada – invest percentage of financial resources in programming: target of 82%. → Télévision de Radio-Canada and RDI – meet advertising revenue target of \$120 million. → Maintain the Canadian Television Fund envelope for CBC Radio-Canada French Services at level of previous years (approximately \$23 million). 	<ul style="list-style-type: none"> → On target. → On target. → Achieved: \$25.2 million.

FRENCH SERVICES FUTURE DIRECTIONS

STRATEGIC PRIORITY: CONTINUE TO OFFER PROGRAMMING THAT IS INNOVATIVE, *RASSEMBLEUR*, HIGHLY DISTINCTIVE, AND TOP QUALITY.

- Strengthen Télévision de Radio-Canada's positioning.
- Pursue the Radio development strategy.
- Showcase an original, innovative Web offering.
- Consolidate French Services' regional roots.
- Revitalise the Radio-Canada Sports brand.
- Strengthen Radio-Canada's impact as a News source.
- Propose intermedia projects that capitalise on the group's strength nationally and in the regions.

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GALAXIE →→

GALAXIE 2006-2007 GOALS

- Optimise and ensure the long-term profitability of Galaxie.
- Position Galaxie as Canada's premier audio programmer and the reference production company for niche music formats.
- Contribute to the public broadcaster's cultural mandate by promoting and extending the CBC | Radio-Canada brand and values.

GALAXIE 2006-2007 ACHIEVEMENTS

- Galaxie is available to nearly six million subscribers, with up to 51% using the service at least once per month.
- A broadband service has been developed and plans are underway to launch with several partners.
- Increased penetration to commercial customers.
- Latest survey indicates that Galaxie consistently delivers in excess of 90% satisfaction levels.
- International language channels have been developed that will be launched in 2007.
- Consistently delivering Canadian content levels at 35% or more across the total Galaxie channels.
- Focus on new artists through the Rising Stars Program as a part of the Canadian Talent Development.

GALAXIE FUTURE DIRECTIONS

INCREASE THE NUMBER OF SUBSCRIBERS THROUGH NEW PLATFORMS AND RENEWAL OF EXPIRING AFFILIATION DEALS.

INTRODUCE SERVICE ENHANCEMENTS SUCH AS ON-SCREEN DISPLAYS, THAT MAY BE REVENUE-GENERATING.

ATTRACT NEW AUDIENCES THROUGH THE LAUNCH OF AN INTERNET SERVICE AND THE DELIVERY OF MUSIC THROUGH NEW PLATFORMS.

GROW THE COMMERCIAL BACKGROUND MUSIC BUSINESS TO INCREASE GALAXIE'S FINANCIAL PROFITABILITY.

CONTINUE TO DELIVER HIGH-QUALITY PROGRAMMING AND ENSURE THAT AUDIENCE SATISFACTION LEVELS CONTINUE TO EXCEED 90 PER CENT.



RADIO CANADA INTERNATIONAL →→

Radio Canada International (RCI), CBC/Radio-Canada's international Radio service, broadcasts in nine languages via the Internet, digital and analogue shortwave, satellite, and some 400 partner stations worldwide.

RCI 2006-2007 GOALS	RCI 2006-2007 ACHIEVEMENTS
→ Offer programming designed for newcomers to educate them about Canada, its values and its social, economic and cultural life.	→ Enriched programming in the languages common to RCI and these communities. → RCI plus broadcast on Sirius Satellite Radio Channel 188. → Launch of RCI viva, the new RCI Internet service aimed at recent and aspiring immigrants to Canada.
→ Solidify partnerships with local radio stations abroad.	→ Co-productions with: Radio Cadena Nacional (Colombia) and <i>Zone libre</i> ; Radio Netherlands in Cuba; Radio Nacional de Argentina; Radio Cultura de Sao Paolo (Brazil); Radio Oxyjeunes (Dakar, Senegal); and four stations in China (China National Radio, Chongqing Radio, Radio Beijing, Hainan Radio). → 400 partner stations rebroadcast RCI content worldwide.
→ Use emerging technologies to attract new audiences.	→ RCI programs now offered as podcasts.

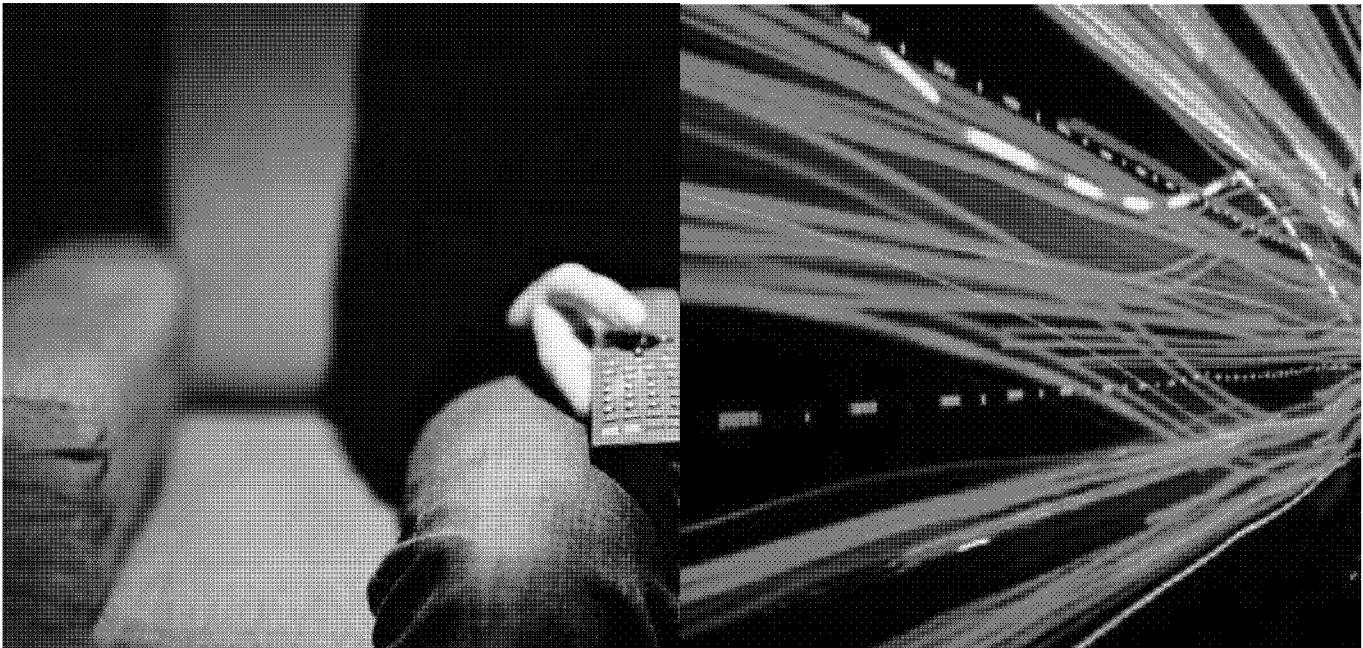
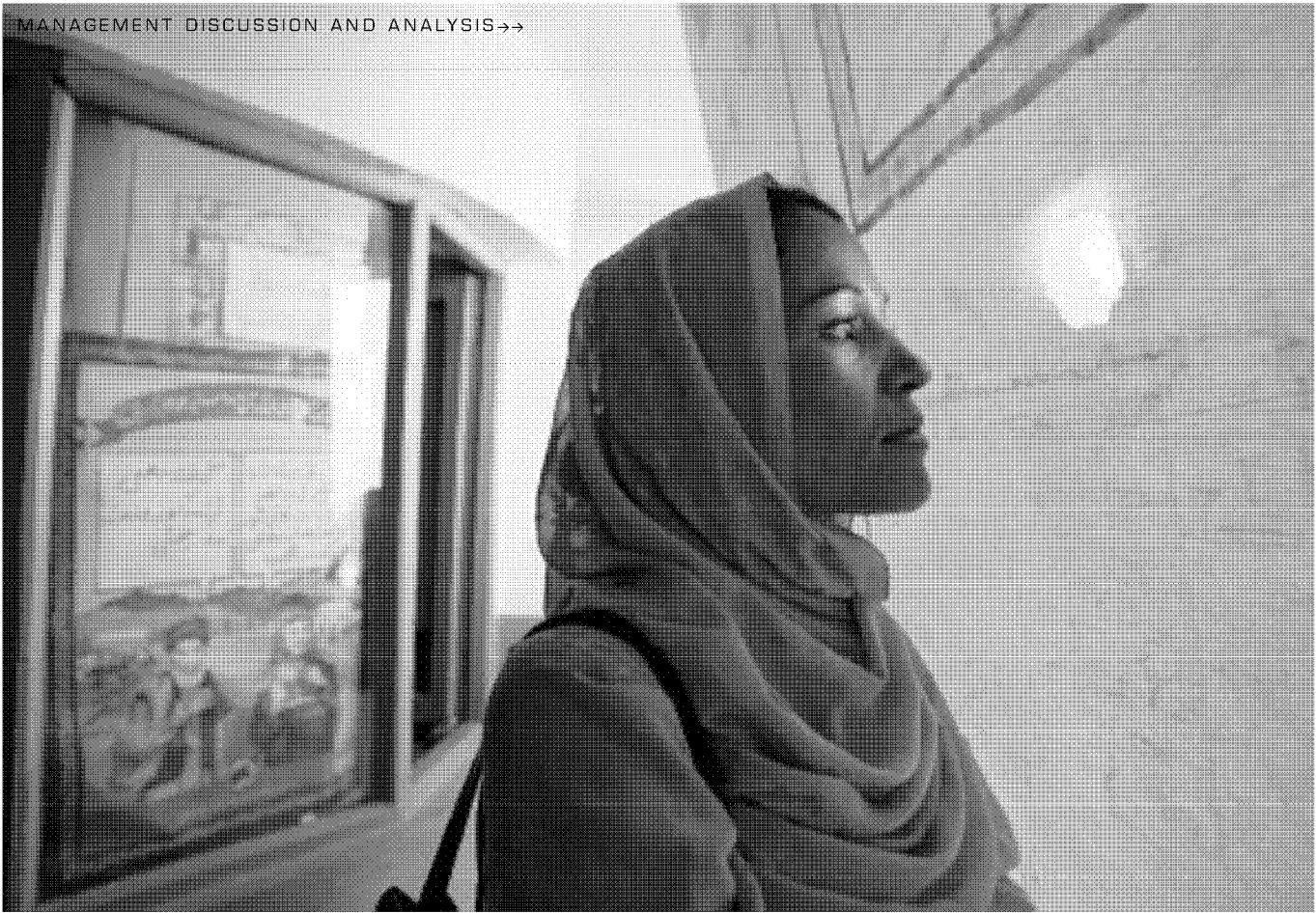
RCI FUTURE DIRECTIONS

PURSUE RCI'S MISSION WORLDWIDE.

HELP RCI VIVA TAKE ROOT IN CANADA'S CULTURAL COMMUNITIES BY STRENGTHENING NEW PROGRAMMING; INCREASING AWARENESS ABOUT RCI VIVA; AND NURTURING NEW TALENT FROM THESE COMMUNITIES.

CBC | RADIO-CANADA ON THE INTERNATIONAL SCENE

CBC | Radio-Canada has an international mission to increase understanding of Canadian values, culture and social and economic life. This year, in addition to broadcasting via Radio Canada International and RCI viva, CBC | Radio-Canada helped public broadcasters in developing countries, providing a one-year strategic support program with the Broadcasting Corporation of the Bahamas; public broadcasting training in Haiti and Algeria; and courses on journalistic ethics (Democratic Republic of Congo), election coverage (Haiti, Ivory Coast) and health journalism for public broadcasters attending the International AIDS Conference in Toronto.



REGIONAL REFLECTION, DIVERSITY AND SERVING THE COMMUNITY →→

As Canada's national public broadcaster, CBC | Radio-Canada creates and broadcasts high-quality programming that reflects the country's different regions and its increasing diversity and evolving culture. The Corporation also maintains a strong presence in communities. CBC | Radio-Canada's strategic priorities support this emphasis.

CBC | Radio-Canada invests in the regions by posting journalists in nearly 70 Canadian communities and covering, in-depth, the local and regional stories that matter to audiences; featuring local speakers and perspective; and sharing stories with national audiences, to connect citizens across the country.

We are the only Canadian broadcaster to air programs in English and French across the country, in eight Aboriginal languages in the North, in nine languages around the world on Radio Canada International, and in eight languages on RCI viva for new and aspiring Canadians.

We continually evaluate our programming to ensure that it meets Canadians' expectations, and we innovate and improve when funding allows. For instance, in January 2007, CBC Television launched nine, regional, daytime, lifestyle programs across the country, each exploring and showcasing communities and putting a regional focus on better living for Canadians. CBC Radio added 500 hours of local programming to the schedule this year by expanding drive-home programs to accommodate different needs in different cities. To round out its Arts and Entertainment coverage on regional newscasts, Télévision de Radio-Canada aired *Art circuit*, a magazine devoted to cultural life across the country, live out of Ottawa. Since the Fall of 2006, Première Chaîne has aired a new Sunday afternoon show for listeners in each of the country's main regions. It aims to couple the information citizens need (News, traffic and weather) with a musical line-up that both entertains and expands their horizons.

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To ensure that we reflect contemporary Canada on-screen and behind-the-scenes, we have a number of initiatives, including the following:

- In early 2007, CBC Television's *Express Diversity*, CBC Radio's *Diversity: Reflecting Canada Today* and Human Resources' *Diversity* plan were joined to create *Diversity Advantage*, which describes the strategic projects and collaborative effort aimed at making CBC Radio and CBC Television the most relevant broadcaster to the most diverse public in Canada's history. Next steps include strategic hiring, programming, community outreach, promotions, and audience growth. Local newsrooms are transforming to better reflect the visible and audible diversity of audiences; while at a network level, Arts and Entertainment and Documentaries are coordinating training and mentoring opportunities for emerging writers and producers of diverse backgrounds. Strides are being made at measuring the on-air reflection of visible diversity, Aboriginal peoples and people with disabilities. A coordinated network and Human Resources plan aimed at increasing Aboriginal coverage and employees is currently in development and considerable efforts will be made towards improving retention of Aboriginal employees.
- CBC Radio's Redevelopment of CBC Radio 2 is designed to accurately reflect Canadian music and musicians for an adult audience, increasing the diversity of artists and musical selections while maintaining a strong commitment to the core classical and jazz audiences.
- Over 30 cross-cultural initiatives involve CBC | Radio-Canada's English and French services, helping to create synergy and foster productive inter-media exchanges while bringing communities closer together and raising awareness of their respective realities. Some of these initiatives take the form of special programming centred on specific themes. For example, the *Canadian Songwriters Hall of Fame* special is an annual bilingual presentation honouring both French- and English-Canadian songwriters, airing on both Espace musique and CBC Radio 2 with hosts from both networks. Other significant initiatives this year included *Hockey: A People's History*; the mini-series, *Lévesque*; the production and telecast of English versions of Radio-Canada drama series; and arts programming, including the co-produced Governor General's Performing Arts Awards.



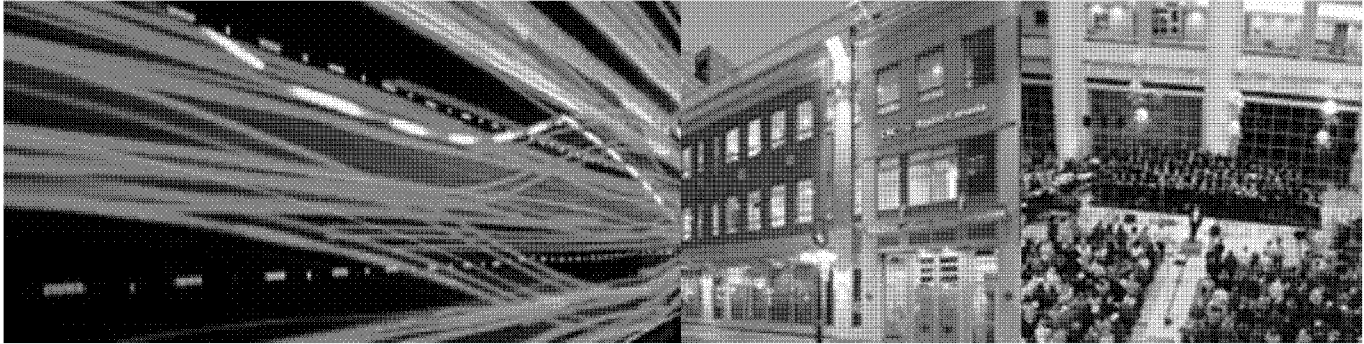
- This year, Télévision de Radio-Canada strengthened its reflection of Canada's myriad regional perspectives and characteristics in its News and information service.
- Espace musique brought audiences an even more musically diverse environment through partnerships with cultural communities for events like Le festival du monde arabe and Nuits d'Afrique, and through support for homegrown talent via programs like *Sacré talent!*
- As part of our diversity initiatives, hundreds of CBC | Radio-Canada managers were trained in *Leading Diversity*. Programs will be developed on *Recruiting and Managing for Diversity* and *Chasing Diversity*. All of these initiatives are critical in helping the Corporation to more effectively serve a changing Canada.

For 70 years, CBC | Radio-Canada has been a vital member of the communities we serve. Every day, we are part of Canada's experience, and not just on our airwaves. We seek out programming opportunities by playing an active role in hundreds of community events, festivals, literary and artistic competitions, and fundraising events all over the country. During the 2006 holiday season alone, CBC | Radio-Canada helped collect donations of cash and food for local communities, with a value exceeding \$2.5 million.

In recent years, we have worked to strengthen our integration into the community even more fully, and to boost professional collaboration, resource-sharing and efficiency, by bringing together all of our media lines under one roof in the heart of three communities: Edmonton, Québec City and Ottawa. Our Vancouver and St. John's facilities are being consolidated this year to achieve the same successes, and similar downtown moves for our media lines in other communities are being considered.

We will continue to build strategic partnerships to extend our reach and enhance the range of our services to Canadians. We will also continue to listen to citizens across the country to strengthen relationships with our audiences and to offer programming that remains relevant to them.

Over 30 cross-cultural initiatives involve CBC | Radio-Canada's English and French services, helping to create synergy and foster productive inter-media exchanges while bringing communities closer together and raising awareness of their respective realities.



BEHIND THE SCENES →→

Supporting thousands of programs that reflect Canada's diverse regions and communities is a complex and challenging task. Here's how CBC | Radio-Canada efficiently achieves it every day.

In the challenging context of a limited budget, steadily increasing production costs, fragmented audiences, and intense competition, CBC | Radio-Canada is continually reviewing its business approaches and production technologies to identify savings and leverage assets that can be re-invested in programming.

Since 2000–2001, we have achieved one-time productivity savings and revenue increases of \$120 million and ongoing annual savings and revenues of \$78 million. We will continue to work towards our strategic priority: *Demonstrate that CBC | Radio-Canada is a well-managed company and generate cash flow to re-invest in programming.*

REAL ESTATE

The mission of the Real Estate Division is to optimise revenues by selling or renting surplus assets and to generate savings by managing CBC | Radio-Canada real estate more efficiently. The Division frees up funds that can be invested in programming while ensuring that all CBC | Radio-Canada business units have the facilities they need.

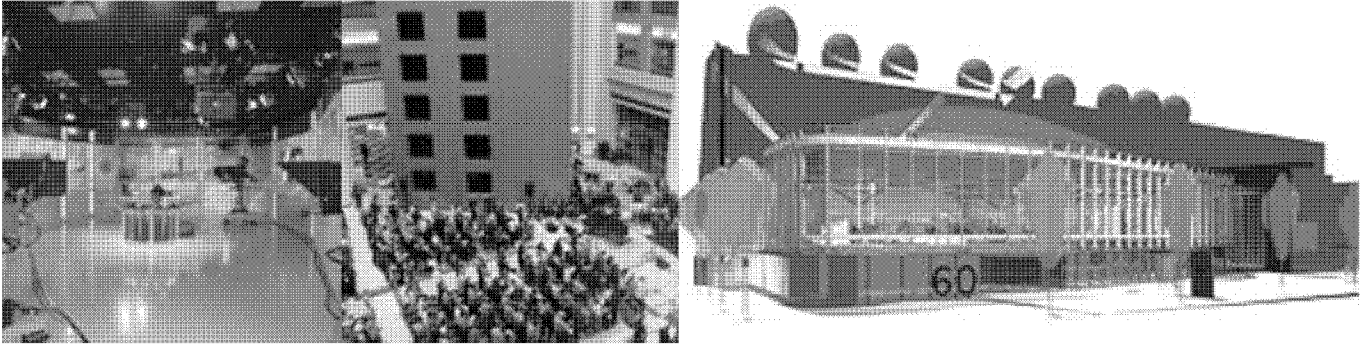
In 2006–2007, CBC | Radio-Canada's incremental revenues, savings and avoided costs totalled more than \$22.3 million. Energy reduction measures, cost reviews, lease

audits, consolidations, and contract renegotiations generated \$12.4 million in savings and avoided costs. Sales of excess space provided \$4.6 million. Leasing and other revenues provided \$5.5 million.

Operational highlights included advancing projects to consolidate our media operations and upgrade our facilities in St. John's and Vancouver to integrate our Radio, Television and New Media networks and newsrooms, to increase journalistic collaboration and make better use of assets. In Montréal and Toronto, we are working with staff to find innovative approaches

to enhancing the functionality of our spaces, and in Toronto, we are examining a new approach that will give staff improved, updated workspaces. Future work will be self-funded, possibly through leasing excess space. In Montréal, more than 1,200 employees responded to a survey and provided their space-use priorities. Consultation is also being carried out with the community.

This year, the Canadian Broadcasting Centre in Toronto received a second Certificate of Building Excellence from the Building Owners and Managers Association (BOMA) of Greater



Toronto for its efficient operations management. Maison de Radio-Canada in Montréal was certified Go Green Plus for its environmental practices. And the 181 Queen Street, Ottawa, building won the Ottawa TOBY (Office Building of The Year) award from the Building Owners and Managers Association.

MERCHANDISING

CBC | Radio-Canada is one of the most widely recognised brands in the country. The Merchandising Division, created in 2002, generates revenues by licensing, selling and distributing CBC | Radio-Canada CDs, DVDs, digital downloads, books, clothing, and licensed merchandise nationally and internationally. In 2006–2007, the Division's revenues reached more than \$10 million.

Merchandise may be found online at cbshop.ca.

TECHNOLOGY

CBC | Radio-Canada continues to invest in state-of-the-art technology to increase efficiency and quality in the Corporation's production and business processes.

Last year, CBC Technology began to implement new telecom and broadcast technologies, resulting in \$3.3 million in annual savings. This year, the Distribution Relay Optimisation Project achieved \$6.3 million in savings for our Television networks – \$1.1 million more than last year. The Division increased Transmission revenue by one million dollars by renting space on the Corporation's towers, sites and buildings, and renewed a \$620,000 annual shortwave transmission contract with an overseas broadcaster.

In response to a request from the CRTC, CBC | Radio-Canada developed a plan for emergency alert services using our transmission towers located across the country, with backup generators, to inform Canadians of catastrophic events such as severe weather disturbances. In February 2007, the CRTC endorsed the proposal and the Corporation will now discuss how to fund it with various levels of government.

DIGITAL AND HIGH DEFINITION TELEVISION

CBC | Radio-Canada HD transmitters offer digital and HD services in Montréal, Toronto, Québec City, Vancouver, and Ottawa. This year, we put three new HDTV studios into production in both Toronto and Montréal, with another three to be in service by Fall 2007.

CBC Television's Video Syndication (VS) unit is meeting the growing demand for content on new digital platforms through sales to cable and telecommunications companies and ad-supported video programming on CBC.ca.

MOBILE DIVISION

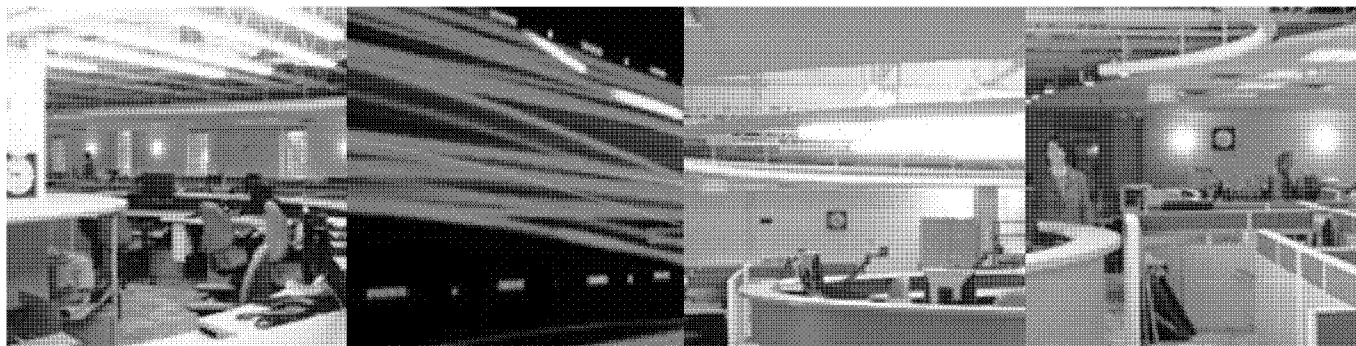
The Mobile Division ensures that programs have access to mobile production equipment and also generates revenue for investing in programming by selling excess capacity. This year, our second high definition mobile truck was built for coverage of the 2007 NHL playoffs.

CONTENT MANAGEMENT / ARCHIVES

Again in 2006–2007, the Corporation expanded use of programming and increased revenue from our archives, and made progress in obtaining and exploiting rights for program content.

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**HUMAN RESOURCES:
BUILDING AND
STRENGTHENING
OUR TEAM**

One of the Corporation's eight strategic priorities is to: *Strengthen CBC |Radio-Canada's commitment to all its employees – to those who create and those who support them.*

This year, the Corporation focused on improving internal communications to enable employees to understand the Corporate direction and to equip them to meet current and future challenges. As well, professional development and training continued to be a top priority. Employment equity, official languages, health and safety, workforce diversity, and business continuity planning were other priorities.

CBC |Radio-Canada maintained its commitment to foster an environment that is inclusive and promotes open dialogue between managers and employees. The theme of our sixth annual Leaders' Forum in November 2006 was "Leading the Way: Working Together to Strengthen CBC |Radio-Canada." Management and Union leaders also met for the fifth Union-Management Leaders' Forum in December 2006.

To improve relations between Management and the Canadian Media Guild in the wake of the 2005 lockout, the Corporation embarked upon a relationship-building process with the Union. As well, hundreds of managers and program leaders were trained to manage the new collective agreement. Negotiations continued with ACTRA and AFM throughout the year.

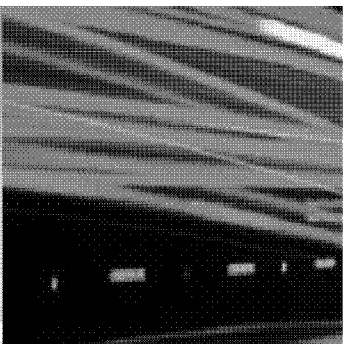
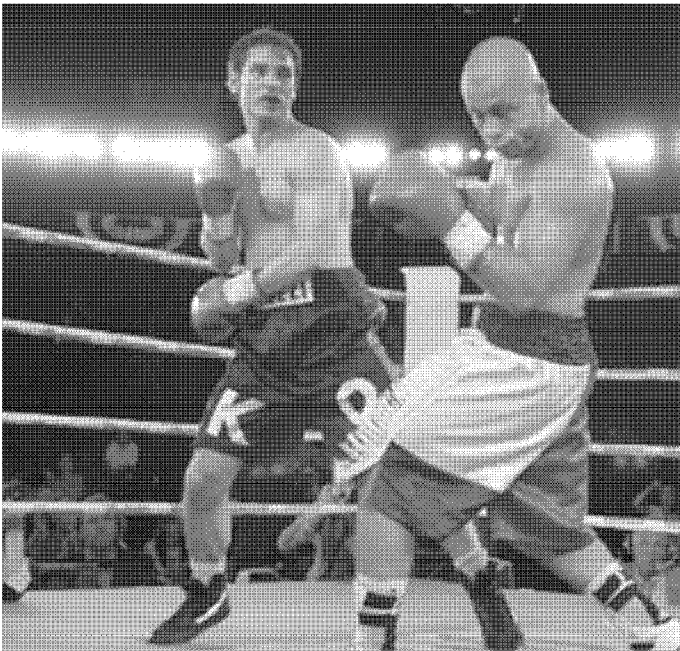
**ORGANISATIONAL
HEALTH AND
WELLNESS**

For the last two years, creating a healthier workplace has been a priority for the Corporation. CBC |Radio-Canada Management and Unions continue to act on employee-related wellness issues cited in employee survey findings over the last six years. This year, we established personal call rooms to address privacy issues; introduced a more robust flu education and prevention program; rolled out new seminars for stress management; and piloted employee workshops on respect in the workplace and on employee recognition.

For crisis management, we planned for a potential pandemic, focussing on protecting employees while keeping Canadians informed during a public health emergency.

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FINANCIALS →→

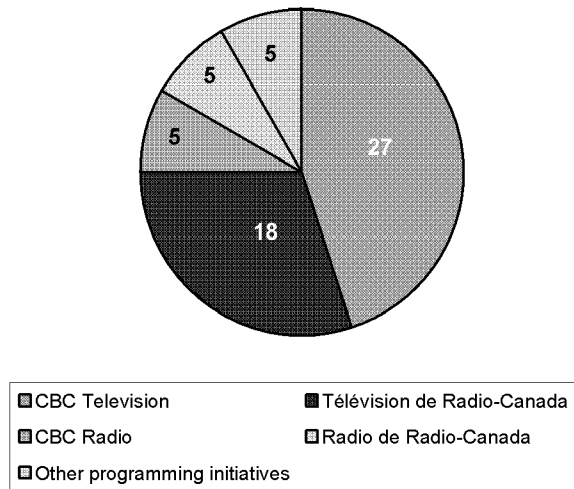


MANAGEMENT DISCUSSION AND ANALYSIS

2006-2007 Review of Operations

In 2006-2007, the Government's Main Estimates included one-time additional funding of \$60 million for programming initiatives.

Distribution of the 2006-2007 non-recurring funding of \$60 million



In May 2006, CBC/Radio-Canada and Corus Entertainment Inc. reached an agreement allowing the Corporation to purchase Corus Entertainment's 53 per cent ownership stake in **The Documentary Channel**. Along with the 29 per cent that CBC/Radio-Canada already owns, this will give the Corporation majority ownership and control of the channel. The agreement is subject to the regulatory approval of the Canadian Radio-television and Telecommunications Commission (CRTC), which is pending and expected in the Fall of 2007. The National Film Board of Canada still owns a 14 per cent stake in the channel, while the remaining four per cent is owned by 3366341 Canada Inc., Barna-Alper Productions Inc., CineNova Productions Inc., and Omni Film Productions Ltd. Documentary programming is a core part of CBC/Radio-Canada's mandate and The Documentary Channel produces long-form documentaries. Consequently, this agreement will provide the Corporation with an opportunity to further enhance the profile and access to documentary programming in Canada at a time when audience interest in the genre is growing exponentially.

CBC/Radio-Canada — Vancouver is CBC/Radio-Canada's second largest English-language production centre and it has developed a strong connection with the Vancouver community. CBC/Radio-Canada has launched the Vancouver Redevelopment Project, which will foster a more dynamic and creative working environment for CBC/Radio-Canada employees and will allow them to work more collaboratively to continue to provide high-quality and distinctive programming on all of the Corporation's platforms, in English and French. Construction has commenced and the Vancouver Redevelopment Project will be completed in the Fall of 2009. As part of this project, CBC/Radio-Canada has sold unused density to a condominium developer and the proceeds of the sale will help pay for the redevelopment. Not all of the conditions of the sale have been met and, as per CICA Guideline 3475.35, Note 7B to the Consolidated Financial Statements, this property must be shown as being held for sale on the long term.

In 2006-2007, **CBC/Radio-Canada – St. John's, Newfoundland and Labrador**, undertook a consolidation project that optimised the use of space and integrated media operations for improved management of newsgathering and editorial/assignment processes. Part of the project costs will be funded by the sale of the former Radio building in St. John's.

At year-end, **Sirius Canada Inc.**, in which the Corporation has an ownership interest, significantly exceeded its business plan projections. At the end of March 2007, the satellite radio service provider had over 300,000 paying subscribers. In February 2007, Sirius Satellite Radio Inc. and XM Satellite Radio Inc. announced a \$13 billion merger of equals in the United States. It is still too early to determine the impact this merger could have on the Canadian satellite companies, but the Corporation is closely monitoring the situation.

More than 50 per cent of CBC/Radio-Canada's capital budget over the next three years, representing some \$160 million, is planned to be spent on **production infrastructure**. Major initiatives include replacing failing obsolete analogue equipment with digital standard, equipment; some high definition television (HDTV) production investments to replace existing assets that have reached their end-of-life; modernizing Radio production facilities; and implementing a new Desktop Radio system and further rollout of Desktop Television production. Desktop Radio and Television production allows for more efficient means of producing and airing programs using specialized software in a desktop personal computer (PC) and server-based environment.

The CBC/Radio-Canada Pension Plan is healthy. In fact, the latest actuarial valuation as at December 31, 2006 indicated an actuarial surplus on a going-concern basis (assumes the Plan will be maintained indefinitely) of \$433 million and a surplus on a solvency basis (assumes the Plan would be wound up and benefits settled) of \$131 million. Under current federal income tax legislation, the Plan sponsor, CBC/Radio-Canada, cannot contribute to the Plan until the surplus

has been reduced by \$77 million. After reviewing its options, the Board approved Management's recommendation that this \$77 million, which CBC/Radio-Canada would normally contribute towards the Pension Plan, be invested in programming and other Corporate priorities.

Although the Corporation is not subject to the same Canadian Securities Administration (CSA) rules as publicly traded companies, it did launch a project to evaluate **the design and effectiveness of CBC/Radio-Canada's internal controls**, and this work continued in 2006-2007. The ultimate goal of the project is to provide the CEO and the CFO with adequate tools in order to attest to the effectiveness of internal controls over financial reporting. This is in line with Notice 52-313, issued by the CSA in 2006, that proposes to expand Multilateral Instrument 52-109 to include the provision that the CEO and CFO be required to certify, in their annual filings, that they have evaluated the effectiveness of internal controls over financial reporting. In 2006, processes and controls affecting financial reporting and related IT systems were documented and key controls within these processes were identified. The internal controls over financial reporting were designed effectively and testing of the effectiveness of these controls continues. The documentation and assessment of processes and controls relating to the Vision Project are limited to the future state of internal controls that are proposed and planned for implementation. Therefore, the current assessment does not apply to current internal controls for processes pertaining to program contracts and rights management, commercial revenue and programming and scheduling, as well as disclosure controls and procedures, as these current controls and procedures have not been documented and evaluated under the current scope.

In 2002, CBC/Radio-Canada undertook the **Vision Project**, a very significant initiative to provide a single, integrated system to manage contracts and content, program inventory and schedules, broadcast and media management, revenue management, marketing and sales, promotions, and airtime analysis for the Corporation's English and French Television networks. Its Radio networks are involved only in the contracts system. The Corporation has made a substantial investment of money and resources in this ongoing project. At the end of March 2007, CBC/Radio-Canada was using the system in managing ARTV and for its digital channel, CBC Country Canada. Also, both CBC Newsworld and le Réseau de l'information de Radio-Canada (RDI) are using the new technology and the Corporation's main Television networks are planning to go live in 2007-2008.

CBC/Radio-Canada's **Risk Management** Program is an enterprise-wide approach to the management of risks that has been integrated into business processes. The responsibility for risk management is shared among the Board of Directors, the Audit Committee, Senior Management, and operational units.

The Board oversees CBC/Radio-Canada's key risks at a governing level, approves policies and ensures that required processes and systems are in place to effectively manage risks. The Audit Committee of the Board has been delegated the responsibility for risk management and fulfils that responsibility by monitoring the key risks identified, by discussing with Management the status of several of these key risks at each meeting, and by ensuring that Management has programs in place to evaluate and test the effectiveness of internal control systems. Senior Management monitors risks and reports on CBC/Radio-Canada's key risks to the Audit Committee and to the Board, recommends policies, and oversees financial reporting and internal control systems. Media and support areas identify and assess risks through the annual business plan process, and develop detailed action plans to manage key risks and ensure that these are carried out. Standard risk definitions and evaluation criteria are used to prioritize risks on the basis of inherent risk scores, which are a function of impact and likelihood.

In 2006-2007, the more significant risks included pension solvency deficit funding requirements, uncertainty regarding CBC/Radio-Canada's future Government funding levels, decreased revenues due to fragmentation, increased competition and erosion of audience share, distribution technology changes, and possible loss of professional sports broadcast rights. Several of these risks have been mitigated or resolved. As at December 31, 2006, the CBC/Radio-Canada Pension Plan reported a pension solvency surplus ending the requirement for additional pension contributions. The Government has recently confirmed that \$60 million in funding will be continued for 2007-2008 and 2008-2009. In addition, CBC Television has been successful in negotiating a six-year broadcast deal for national English-language broadcast and multi-media rights to NHL games in Canada.

Key risks for 2007-2008 include industry consolidation, decreased revenues due to fragmentation, erosion of conventional broadcasting audience share to emerging platforms, distribution technology changes, and regulatory decisions.

ANALYSIS OF THE 2006-2007 CONSOLIDATED FINANCIAL STATEMENTS

BALANCE SHEET

Cash and cash equivalents and short-term investments decreased from last year by \$16 million due to the prepayment of rights for the Beijing 2008 Summer Olympics and the payments to fund the CBC pension fund solvency deficits.

In 2005-2006, accounts receivable included outstanding invoices for the Torino Winter Olympic Games, held in February 2006, for which payment was received in 2006-2007.

The value of property and equipment increased mainly as a result of the replacement of analogue equipment with new high definition equipment and of a change in the depreciation rate for certain technical equipment items reflecting the extended useful life of these assets which also accounts for the higher value of property equipment.

The increase in the item "Employee-related liabilities (long-term)" reflects the impact of the application of rules respecting employee future benefits. Under these rules, actuarial accounting must be used to determine liabilities relative to the Pension Fund and to other employee future benefits.

STATEMENT OF OPERATIONS AND RETAINED EARNINGS (DEFICIT)

REVENUES – 2006-2007

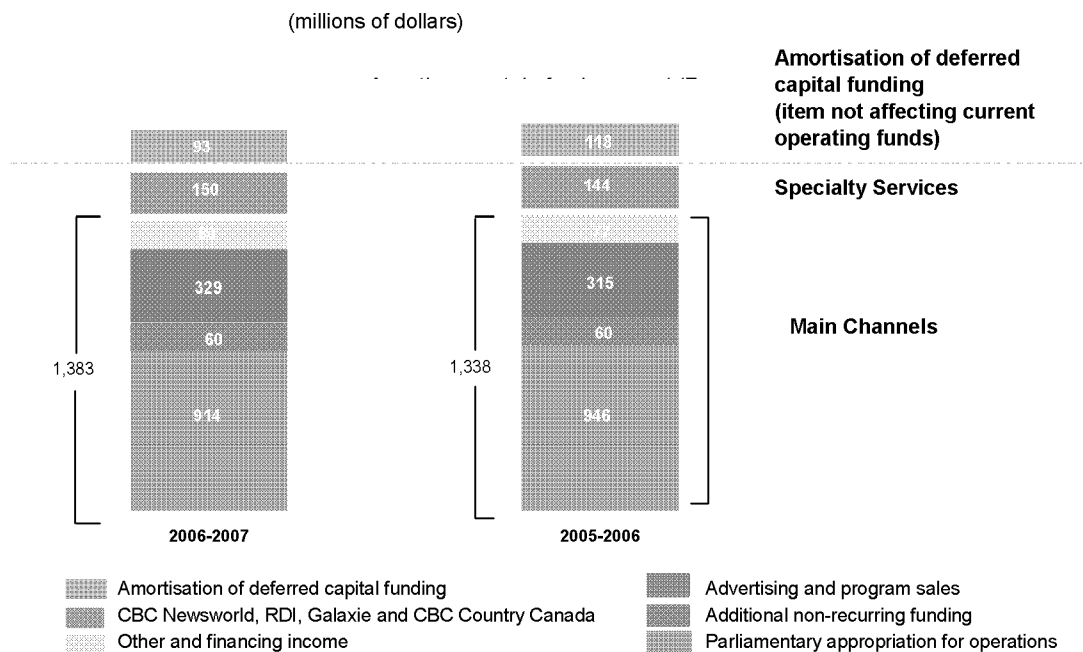
Advertising revenues compared to last year increased slightly, by four per cent, due to the following factors. This year, Télévision de Radio-Canada generated higher revenues as a result of the good performance of its schedule. Also, in 2005-2006, there was a substantial loss of revenue by CBC Television as a

result of the National Hockey League (NHL) lockout and its own labour disruption. This was partly offset by the revenue generated by the Torino Winter Olympic Games. In all, the networks achieved 97 per cent of their advertising revenue targets for 2006-2007.

The increase of four per cent in the revenues of the Corporation's Specialty Services is mostly due to increased subscriber revenue for Galaxie, CBC Newsworld and Réseau de l'information de Radio-Canada (RDI). Overall, the Specialty Services achieved 102 per cent of the targets set at the beginning of the year.

Other income shows a decrease of seven per cent over last year and includes revenues generated by Sirius Canada Inc. subscriptions and by the Merchandising Division. The media components overachieved their annual target for 2006-2007 by 17 per cent, by entering into more independent productions. In 2005-2006, other income had included host broadcasting activities which generated revenues during the broadcast of the World Aquatics Championships in Montréal and the Torino Winter Olympic Games.

Revenues and Operating Sources of Funds - CBC/Radio-Canada

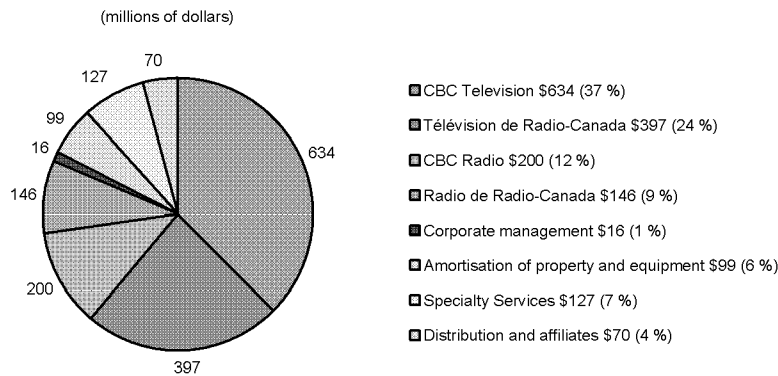


EXPENSES — 2006-2007

Expenditures in 2006-2007 decreased by slightly less than one per cent when compared to 2005-2006. The decrease reflects a 20 per cent decrease in the cost of amortisation of property and equipment as a result of a change in the

amortisation rate for certain technical equipment items. This was offset by the return of hockey to CBC Television, new collective agreements and increased programming expenses for Télévision de Radio-Canada. In 2005-2006, expenditures included the cost of the Torino Winter Olympic Games and a reduced level of activity during the Canadian Media Guild (CMG) lockout.

2006-2007 Operating Expenditures *
1,689 millions of \$



* Excluding loss from investments in entities subject to significant influence and provision of income and large corporation taxes.

2007-2008 AND SUBSEQUENT YEARS

CBC/Radio-Canada has successfully concluded negotiations with **The Fédération Internationale de Football Association (FIFA)** and has secured the broadcast rights to a comprehensive soccer programming package from 2007 through 2014, including the 2010 FIFA World Cup from South Africa and the 2014 FIFA World Cup. The broadcast package also includes the FIFA Men's U-20 World Cup, taking place in Victoria, Burnaby, Edmonton, Montréal, Ottawa, and Toronto, in July 2007. CBC/Radio-Canada will act as host broadcaster for this event, featuring the most talented under-20 players from around the globe. Additional events in the package include the FIFA Women's World Cup in China 2007, and the FIFA Women's World Cup in 2011.

The tradition continues with the Corporation successfully negotiating a new six-year broadcast agreement with the National Hockey League (NHL) for national English-language broadcast and multi-media rights to NHL games in Canada, beginning with the 2008-2009 season. For the first time, the agreement allows the Corporation to offer Canadians more hockey, via more platforms, than ever before. The broadcasts of the future will take the game to fans where they are, when they want it and how they want it, through on-demand video streaming

of all CBC broadcasts at *CBC.ca*, game coverage and content on mobile phones and Video-on-Demand.

The Honourable Beverley J. Oda, Minister of Canadian Heritage and Status of Women, has confirmed additional funding of **\$60 million** for Canadian programming for each of the next two fiscal years, enabling CBC/Radio-Canada to continue its significant investment in unique, high-quality programming for Canadians. In the past, the \$60 million special annual funding has allowed CBC/Radio-Canada to introduce significant improvements to the Corporation's services, including: the creation of new Television drama and entertainment programs like *Intelligence*, *Dragons' Den*, *René II* and *Rumeurs*; the strengthening of existing Radio and Television programs, like *Écoute pas ça* and *Opening Night*; and the development of unique bilingual programs and events like *Hockey: A People's History /Le Hockey, une histoire populaire* and *Champlain*.

That this support is for two years, 2007-2008 and 2008-2009, is particularly encouraging. The Government has now shown its commitment to Canadian programming for eight consecutive years. This two-year commitment from Canadians provides a measure of stability, which allows planning for the future, and enhancement of the Canadian programs that the Corporation can offer across all of its services and platforms.

In February 2007, the CRTC set up a task force to resolve concerns regarding the **Canadian Television Fund**. The aim of the task force is to develop a consensus to resolve the concerns raised by stakeholders or, failing that, to set out possible options for resolving any remaining issues. The outcome of this consensus could lead to a different level of funding for CBC/Radio-Canada.

With the coming into force of certain provisions of the **Federal Accountability Act**, CBC/Radio-Canada will become subject to the *Access to Information Act* on September 1, 2007. Over the past year the Corporation has been working to ensure that it will be ready to deal with information requests. Although the volume of requests cannot be reliably estimated at this time, compliance with the *Act* has the potential to consume significant resources.

CBC/Radio-Canada has undertaken two long-term projects related to space optimisation and enhanced functionality. One is a project that has as its goal to fundamentally change and improve the workplace for employees and to make better use of the public space within the **Canadian Broadcasting Centre in Toronto**, while freeing up space that will be leased to generate additional revenue to fund the improvements and to reinvest in core programming. The other is a study on the modernisation of **Maison de Radio-Canada (MRC) and the MRC site in Montreal**. The project is structured around four main objectives: create an exciting, high-performance work environment for staff; tailor our facilities to meet the needs of a 21st-century broadcaster; finance the project without public or programming funds; and respect the neighbouring community's needs and better align MRC with the city's urban development plan.

For the year ended March 31	2007	2006	2005	2004	2003
		(millions of dollars)			
Government Funding					
Parliamentary appropriations	914	946	877	873	877
Non-recurring funding for programming initiatives	60	60	60	60	60
Revenue					
Advertising and program sales	329	315	322	283	284
Other income	64	70	73	79	73
Specialty Services	150	144	138	132	123
Expenses					
Television and Radio services costs	1,377	1,367	1,383	1,330	1,198
Specialty Services	127	126	121	116	117

FINANCIAL RATIOS

Liquidity Ratios

For the year ended March 31	2007	2006	2005	2004	2003
Current ratio ¹	1.30	1.46	1.36	1.64	1.55
Quick ratio ²	0.09	1.02	0.92	1.25	1.24

¹ Current assets / current liabilities

² (Current assets-inventory) / current liabilities

MANAGEMENT'S RESPONSIBILITY FOR THE CONSOLIDATED FINANCIAL STATEMENTS

The consolidated financial statements and all other information presented in this Annual Report are the responsibility of management and have been reviewed and approved by the Board of Directors of the Corporation. These consolidated financial statements, which include amounts based on management's best estimates as determined through experience and judgement, have been properly prepared within reasonable limits of materiality and are in accordance with Canadian generally accepted accounting principles.

Management of the Corporation maintains books of account, records, financial and management controls, and information systems, which are designed to provide reliable and accurate financial information on a timely basis. The controls provide reasonable assurance that assets are safeguarded, that resources are managed economically and efficiently in the attainment of corporate objectives, that the operations of the Corporation are carried out effectively and that transactions are in accordance with the applicable provisions of part X of the *Financial Administration Act*, part III of the *Broadcasting Act* and the by-laws of the Corporation.

The Corporation's Internal Auditor has the responsibility for assessing the Corporation's systems, procedures and practices. The Auditor General of Canada conducts an independent audit of the annual consolidated financial statements and reports on her audit to the Minister of Canadian Heritage and Status of Women.

The Board of Directors' Audit Committee, which consists of five members, none of whom is an officer of the Corporation, reviews and advises the Board on the consolidated financial statements and the Auditor General's report thereto. The Audit Committee oversees the activities of Internal Audit and meets with management, the Internal Auditor and the Auditor General on a regular basis to discuss the financial reporting process as well as auditing, accounting and reporting issues.

Ottawa, Canada
May 28, 2007

President and Chief Executive Officer

Vice-President and Chief Financial Officer

CONSOLIDATED BALANCE SHEET

As at March 31

(thousands of dollars)

	2007	2006
ASSETS		
Current		
Cash and cash equivalents	47,655	-
Short-term investments (Note 3)	29,998	93,658
Accounts receivable	138,939	181,048
Inventory (Note 4)	136,150	145,584
Prepaid expenses	67,987	56,795
Net investment in sales-type leases (Note 5)	1,863	1,771
Property held for sale (Note 7)	765	-
	423,357	478,856
Long-term		
Property and equipment (Note 6)	1,009,348	971,649
Property held for sale (Note 7)	516	-
Long-term receivables (Note 8)	70,437	72,016
Net investment in sales-type leases (Note 5)	64,073	65,551
Deferred charges	20,468	12,908
Long-term investments (Note 9)	3,678	3,924
	1,591,877	1,604,904
LIABILITIES		
Current		
Bank overdraft	-	2,556
Accounts payable and accrued liabilities	139,281	138,766
Deferred revenues	6,125	685
Employee-related liabilities (Note 10)	162,581	167,247
Bonds payable (Note 12)	18,138	17,766
	326,125	327,020
Long-term		
Long-term investments (Note 9)	1,417	-
Deferred revenues	2,537	2,780
Employee-related liabilities (Note 10)	314,961	298,230
Bonds payable (Note 12)	334,951	342,348
Deferred capital funding (Note 13)	642,130	599,541
	1,295,996	1,242,899
EQUITY		
Retained Earnings (Deficit) (Note 14)	(30,244)	34,985
	1,591,877	1,604,904

Commitments and contingencies (Notes 15 and 16)

The accompanying notes form an integral part of the consolidated financial statements.

Approved by the Board of Directors:

Director

Director

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Unaudited**CONSOLIDATED STATEMENT OF OPERATIONS AND RETAINED EARNINGS (DEFICIT)***For the year ended March 31**(thousands of dollars)*

	2007	2006
Revenues		
Advertising and program sales	328,898	314,708
Specialty services (Note 17)	150,107	144,265
Other income	64,446	69,707
Financing income	15,835	14,737
	559,286	543,417
Expenses		
Television and Radio service costs	1,376,522	1,366,659
Specialty services (Note 17)	126,701	126,348
Amortisation of property and equipment	99,395	123,841
Transmission, distribution and collection	62,875	63,023
Corporate management	16,567	16,542
Payments to private stations	7,283	7,997
Loss from investments in entities subject to significant influence	6,663	7,109
	1,696,006	1,711,519
Operating loss before Government funding and taxes	(1,136,720)	(1,168,102)
Government funding		
Parliamentary appropriation for operating expenditures (Note 18)	974,324	1,006,231
Amortisation of deferred capital funding (Note 13)	93,141	117,956
	1,067,465	1,124,187
Net results before taxes	(69,255)	(43,915)
Recovery (provision) of income and large corporation tax (Note 19)	26	(272)
Net results for the year	(69,229)	(44,187)
Retained Earnings, beginning of year	34,985	75,172
Working capital funding (Note 18)	4,000	4,000
Retained Earnings (Deficit), end of year	(30,244)	34,985

The accompanying notes form an integral part of the financial statements.

CONSOLIDATED STATEMENT OF CASH FLOWS

For the year ended March 31

(thousands of dollars)

Cash flows from (used in)	2007	2006
Operating Activities		
Net results for the year	(69,229)	(44,187)
Items not involving cash:		
Loss (gain) on disposal of property and equipment	(21)	434
Amortisation of property and equipment	99,395	123,841
Impairment of property and equipment	803	-
Loss from investments in entities subject to significant influence	6,663	7,109
Amortisation of deferred charges	542	556
Amortisation of deferred capital funding	(93,141)	(117,956)
Property reclassified as held for sale	1,281	-
Property held for sale [long-term]	(516)	-
Change in deferred revenues [long-term]	(243)	(311)
Change in long-term receivables	(671)	-
Change in employee-related liabilities [current]	2,602	(384)
Change in employee-related liabilities [long-term]	16,731	67,624
Net change in non-cash working capital balances (Note 20)	99,759	(61,549)
	63,955	(24,823)
Financing Activities		
Parliamentary appropriations: (Note 18)		
Capital funding	135,730	87,510
Working capital funding	4,000	4,000
Repayment of bonds payable	(6,870)	(6,378)
	132,860	85,132
Investing Activities		
Acquisition of property and equipment	(138,720)	(116,067)
Purchase of long-term investments	(5,000)	(7,000)
Maturity of long-term investments	-	34,360
Recovery from salary advances	855	647
Capital recovery from notes receivable	1,300	1,575
Capital recovery from net investment in sales-type leases	1,378	1,285
Deferred charges	(8,102)	-
Proceeds from disposal of property and equipment	1,685	1,848
	(146,604)	(83,352)
Increase (Decrease) in cash and cash equivalents	50,211	(23,043)
Cash and cash equivalents (Bank overdraft), beginning of year	(2,556)	20,487
Cash and cash equivalents (Bank overdraft), end of year	47,655	(2,556)
Consist of:		
Bank overdraft	-	(2,556)
Cash	47,458	-
Cash equivalents	197	-
	47,655	(2,556)
Supplementary information:		
Interest paid	26,169	26,659
Income tax paid (recovered)	(23)	362

The accompanying notes form an integral part of the consolidated financial statements.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED MARCH 31, 2007

1. AUTHORITY AND OBJECTIVE

CBC/Radio-Canada (the Corporation) was first established by the 1936 *Canadian Broadcasting Act* and continued by the 1958, 1968 and 1991 Broadcasting Acts. The Corporation is an agent of Her Majesty and all property acquired by the Corporation is the property of Her Majesty.

As the national public broadcaster, CBC/Radio-Canada provides Radio, Television and New Media services in both official languages incorporating predominantly and distinctively Canadian programs to reflect Canada and its regions to national and regional audiences.

In accordance with section 85(1) of the Financial Administration Act, the Corporation is exempt from Divisions I to IV of Part X of this Act, except for sections 131 to 148 and 154.01, and is accountable for its affairs to Parliament through the Minister of Canadian Heritage and Status of Women.

CBC/Radio-Canada is a federal Crown corporation subject to federal corporate income tax by virtue of the Income Tax Act (Canada) and the Regulations thereto. CBC/Radio-Canada is not subject to any provincial corporate income taxes but is subject to sales taxes at both the federal and provincial levels.

2. SIGNIFICANT ACCOUNTING POLICIES

The consolidated financial statements of the Corporation have been prepared in accordance with Canadian generally accepted accounting principles and include the following significant accounting policies.

A. Basis of Consolidation

The consolidated financial statements include the accounts of the Corporation and the Broadcast Centre Trust, a variable interest entity (VIE) for which the Corporation is the primary beneficiary.

B. Parliamentary Appropriations

The Corporation receives a substantial portion of its funding from the Government of Canada. Parliamentary appropriations for operating expenditures are recorded in the *Consolidated Statement of Operations and Retained Earnings (Deficit)*. Parliamentary appropriations for property and equipment subject to amortisation are recorded as deferred capital funding on the *Consolidated Balance Sheet*, and are amortised on the same basis and over the same periods as the related property and equipment. Parliamentary appropriations for working capital and purchase of lands are recorded in Equity.

C. Cash Equivalents

Cash equivalents, which are carried at cost as they are intended to be held to maturity, are comprised of marketable securities with original maturity dates of less than 90 days.

D. Short-term Investments

Short-term investments, which are carried at cost as they are intended to be held to maturity, consist of marketable securities with original maturity dates in excess of three months and current maturities of less than 12 months from the balance sheet date.

E. Foreign Currency Translation

Monetary assets and liabilities denominated in foreign currencies are translated to Canadian dollars at the exchange rates in effect at the balance sheet date and non-monetary items are translated at rates in effect when the assets were acquired or obligations incurred. Revenues and expenses are translated at average exchange rates during the year. All exchange gains or losses are included in determining net results for the year.

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

F. Derivative Financial Instruments

The Corporation uses derivative financial instruments such as forward contracts to manage the risk of loss due to adverse movements in foreign exchange. Foreign exchange forwards are contractual obligations in which two counterparties agree to exchange one currency for another at a specified price for settlement at a predetermined future date. The Corporation's policy is not to utilise derivative financial instruments for trading or speculative purposes.

A derivative must be designated and effective to be accounted for as a hedge. Effectiveness is achieved if the cash flows or fair values of the derivative substantially offset changes in cash flow or fair value of the hedged position and the timing is similar.

The Corporation formally documents all relationships between hedging instruments and hedged items, as well as its risk management objective and strategy for undertaking various hedge transactions. This process includes linking all derivatives to specific firm commitments. The Corporation also formally assesses, both at the hedge's inception and on an ongoing basis, whether the derivatives that are used in hedging transactions are highly effective in offsetting changes in fair values or cash flows of hedged items.

Foreign exchange gains or losses related to derivatives that are hedged are recognised at the same time as the related hedged financial instruments are settled. The forward contracts are accounted for as off-balance sheet items and are only recognised when one of the following events occurs: the anticipated transaction is realised; the hedged item is settled; the hedging relationship ceases to be effective; or, the hedging relationship designation is terminated. Any derivative financial instrument held by the Corporation that is not or no longer designated as an eligible hedge is carried at fair value on the *Consolidated Balance Sheet*, and any change in the fair value is charged or credited to the *Consolidated Statement of Operations and Retained Earnings (Deficit)*.

G. Inventory

(i) Program Inventory

Programs completed and in process of production are recorded at cost. Cost includes the cost of materials and services, labour and overhead expenses applicable to programs. Program costs are charged to operations as the programs are broadcast, deemed unusable, or sold.

The costs of programs with multiple telecasts are amortised based on the following rate:

Category	Amortisation basis
Program with multiple telecasts ¹	70%/30% on first/second showing respectively
Children's programming	evenly over each telecast (up to a maximum of 5 telecasts)
Shorts and fills with multiple telecasts	amortised over contract period
Program strips	evenly over each telecast

¹ With the exception of children programming, short and fills and program strips

The Corporation enters into contracts for independent productions, film and script rights. The payments made under the terms of each contract are recorded as prepaid expenses and recorded as program inventory when the following criteria are met: cost is determined, material is accepted and program is available for broadcast. Costs are charged to operations in accordance with the above amortisation basis or when sold.

(ii) Impairment

Inventory is reviewed for impairment on an annual basis. When the inventory is deemed unusable, the unamortised cost is charged to operations.

(iii) Other Inventory

Independent productions for which a payment is due and which do not meet the program inventory criteria, and various inventory from the Merchandising Division stated at the lower of cost and the net realisable value, are presented as other inventory.

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

H. Property and Equipment

Property and equipment are recorded at cost less accumulated amortisation. The cost of assets constructed by the Corporation includes material, direct labour and related overhead. Amounts included in uncompleted capital projects are transferred to the appropriate property and equipment classification upon completion, and are then amortised. Amortisation is calculated on the straight-line method using rates based on the estimated useful life of the property and equipment, as follows:

• Buildings	33 years
• Technical equipment	
Transmitters and towers	20 years
Electrical equipment	16 years
Other	8 years
• Furnishings and office equipment	10 years
• Computers	
Mainframe computers (hardware and software)	5 years
Microcomputers (hardware and software)	3 years
• Automotive	
Specialised vehicles	20 years
Television and Radio News trucks, 5-ton and 10-ton heavy trucks	12 years
Snowmobiles, all-terrain vehicles	10 years
Utility vehicles, vans	8 years
Automobiles, cars and minivans	5 years

Leasehold improvements are capitalised and amortised over the terms of the respective leases.

Effective April 1, 2006, the estimated useful lives of certain technical equipment items changed from 5 to 16 years for electrical equipment and from 5 to 8 years for other technical equipment. These changes are based on the Corporation's experience and extended use of these assets. As a result of these changes in estimated useful life, amortisation of property and equipment expenses decreased by approximately \$31 million in 2006-2007.

I. Net Investment in Sales-type Leases

Assets leased under terms that transfer substantially all of the benefits and risks of ownership to the lessee are accounted for as sales-type leases.

Finance income from sales-type leases is recognised in a manner that produces a constant rate of return on the investment in the leases. The investment in the leases for purposes of income recognition is composed of net minimum lease payments and unearned finance income.

J. Deferred Charges

Initial costs incurred as a result of an operating lease are amortised over the period of the lease. Other deferred charges are amortised over the period of the respective agreements.

K. Long-term Investments

Investments in entities over which the Corporation does not exercise significant influence are recorded using the cost method. Investments in entities over which the Corporation exercises significant influence are accounted for using the equity method. Under this method, the Corporation's investment is initially recorded at cost and adjusted thereafter to include the Corporation's pro rata share of earnings of the investee. The amount of the adjustment is included in other income. When net losses from an equity accounted for investment exceed its carrying amount, the investment balance is reduced to zero and additional losses are not provided for unless the Company is committed to provide financial support to the investee.

Investments are reviewed for impairment when events or changes in circumstances indicate that there is a loss in value. If there is evidence that the loss is due to circumstances other than a temporary decline, the investment will be written down to recognise the loss.

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

L. Pension Cost and Obligation

The Corporation provides pensions based on length of service and final average earnings as classified under defined benefit retirement pension arrangements.

The cost of pension benefits earned by employees is determined on an actuarial basis using the projected benefit method pro-rated on service and management's best assumptions such as the expected long-term rate of return on plan assets, rate of compensation, inflation, retirement ages of employees, and mortality of members.

The pension costs are determined using the cost of employee pension benefits for the current year's service, the interest cost on the accrued benefit obligation, the expected investment return on the actuarial value of plan assets, the amortisation of the transitional asset, the amortisation of net actuarial gains and losses, and the amortisation of past service costs. The market-related value of plan assets is used for the purpose of calculating the expected return on plan assets. The method used to determine the market-related value consists of spreading a given year's realised and unrealised capital gains and losses uniformly over that year and the three subsequent years.

The discount rate used to determine the accrued benefit obligation is based on the interest rate inherent in the amount at which the accrued benefit obligation could be settled.

Actuarial gains (losses) on plan assets arise from the difference between the actual return on plan assets for a period and the expected return on plan assets for that period. Actuarial gains (losses) on the accrued benefit obligation arise from differences between actual and expected experience and from changes in the actuarial assumptions used to determine the accrued benefit obligation. The net accumulated actuarial gains (losses) are amortised over the average remaining service period of active employees. The average remaining service period of the active employees covered by the pension plans is between 6.5 and 13.5 years (2006 – between 9.0 and 13.5 years).

On April 1, 2000, the Corporation adopted the new accounting standard on employee future benefits using the prospective application method. The Corporation is amortising the transitional pension asset on a straight-line basis over 13.5 years, which was the average remaining service period of the active employees expected to receive benefits under the Pension Plan as of April 1, 2000.

Past service costs arising from plan amendments are deferred and amortised on a straight-line basis over the average remaining service period of employees active at the date of amendment.

M. Employee Future Benefits Other than Pensions

The Corporation provides employee future benefits such as severance and other benefits including continuation of benefits coverage for employees on long-term disability, post-retirement life insurance and workers' compensation.

The cost of these benefits is determined on an actuarial basis using the projected benefit method pro-rated on service and management's best assumptions such as salary increases, inflation, retirement ages of employees, mortality of members, and expected health care costs.

For employee termination benefits and post-retirement life insurance, the transitional obligation and the net actuarial gains or losses are amortised over the average remaining service period of the employee group. The transitional obligation and the net actuarial gains or losses for continuation of benefits for employees on long-term disability and workers' compensation are amortised over the expected average remaining duration of payments. The amortisation periods used for these plans are between 8.0 and 15.7 years (2006 – between 7.6 and 13.5 years).

Since a major portion of the liabilities for these items represents costs, which will be funded mainly from appropriations received from the Government of Canada in the future, these items do not have an impact on the Corporation's current net results of operations on a government funding basis.

N. Income Taxes

The Corporation follows the asset and liability method of accounting for income taxes. Future income tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the consolidated financial statement carrying amounts of existing assets and liabilities and their respective tax bases. The rates used to calculate the future income tax assets and liabilities are the enacted or substantively enacted tax rates in effect for the year in which those temporary differences are expected to be recovered or settled. If realization of future income tax assets is considered more unlikely than likely, a valuation allowance is provided.

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

O. Revenue Recognition

(i) Advertising and Program Sales

Revenues from the sale of advertising airtime are recognised when the advertisement has been broadcast. Revenues from the sale of programs by the Main Channels to third-party broadcasters are recognised when the sale of goods or the rendering of services has been completed.

(ii) Specialty Services

Revenues from Specialty Services include the sale of advertising airtime, subscriber revenues, and the sale of programs by the Specialty channels to third-party broadcasters. Revenues from the sale of advertising airtime are recognised when the advertisement has been broadcast. Revenues from program sales and subscriber fees are recognised when the sale of goods or the rendering of services has been completed.

(iii) Other Income

Other income includes revenues from the leasing of space, facilities and services; activities such as host broadcaster; commercial production sales; and gains or losses from disposal of property and equipment. These are recognised when the sale of goods or the rendering of services has been completed.

(iv) Financing Income

Financing income includes interest revenues from bank accounts, short-term investments, investments in sales-type leases and notes receivable. Interest is recognized in the year it is earned.

P. Television and Radio service costs

Television and Radio services costs include all costs related to the production of programs including direct out of pocket expenditures, departmental and administration expenses and the cost of activities related to technical manpower and facilities. A portion of the costs of operational support provided by services such as Human Resources, Finance and Administration, Building Management and other Shared Services are also included in the related costs. Television and Radio services costs also include programming related activities such as Marketing and Sales and Communications.

Q. Measurement Uncertainty

The preparation of consolidated financial statements in accordance with Canadian generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses for the year. Employee-related liabilities, estimated useful lives of property and equipment, estimated useful lives of program inventory and contingent liabilities are the most significant items where estimates are used. Actual results could significantly differ from those estimated.

R. Future Accounting Changes

In January 2005, the Canadian Institute of Chartered Accountants (CICA) issued the following three accounting standards, which will become effective in 2007-2008 for the Corporation:

Section 3855: Financial Instruments – Recognition and Measurement – This standard sets out criteria for the recognition, derecognition, measurement and classification of financial instruments. The Corporation will be required to categorise its financial assets as held for trading, held to maturity, available for sale or as loans and receivables. Financial liabilities will be required to be classified as held for trading or other financial liabilities. The related accounting treatment will be dependent on the classification. On initial recognition, all financial instruments are to be measured at fair value on the *Consolidated Balance Sheet*. Subsequent to initial recognition, financial instruments categorised as held for trading or available for sale will continue to be measured at fair value while financial instruments classified as held to maturity, loans and receivables or other liabilities are to be measured at amortised cost using the effective interest method. Changes in the fair value of financial instruments held for trading will be recognised in the *Consolidated Statement of Operations and Retained Earnings (Deficit)* while changes in the fair value of assets classified as available for sale will be recognised as other comprehensive income until the financial asset is disposed of or becomes other than temporarily impaired.

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

R. Future Accounting Changes (continued)

Comprehensive income will comprise the Corporation's consolidated net results and other comprehensive income. Accumulated other comprehensive income will be presented on the *Consolidated Balance Sheet* as a new component of equity.

Section 3865: Hedges – Derivatives will be classified as held for trading unless designated as hedging instruments. All derivatives, including embedded derivatives that are not closely related to the host contract, will be measured at fair value. For derivatives that hedge the changes in fair value of an asset or liability, changes in the derivatives' fair value will be reported in the net results and offset by changes in the fair value of the hedged asset or liability. For derivatives that hedge variability in cash flows, the effective portion of changes in the derivatives' fair value will be initially recognised in the new category, other comprehensive income, and will subsequently be reclassified to net results in the periods affected by the variability in the cash flows of the hedged item.

Section 1530: Comprehensive Income – This standard requires certain gains and losses, that would otherwise be recorded as part of net results, to be presented in other comprehensive income until it is considered appropriate to be recognised in net results. The Corporation may be required to present a new financial statement titled Comprehensive Income to record such amounts until they are realised.

The Corporation is in the process of analysing these new standards including determining the assets and liabilities that need to be classified, and selecting and documenting their classifications, effective April 1, 2007. As a result, the carrying amount of the financial assets and liabilities affected will be adjusted as appropriate in order to comply with the new standards. All adjustments to the current carrying amount of financial assets and financial liabilities will be recognised as an adjustment to the balance of equity on April 1, 2007, except when a financial asset is classified as available for sale or for a derivative within an effective cash flow hedge. For available for sale financial assets, the adjustment will be included in the opening balance of accumulated other comprehensive income, as a separate component on April 1, 2007. For derivatives designated within an effective cash flow hedge relationship, the effective portion of the initial fair value on April 1, 2007 will also be recorded in accumulated other comprehensive income.

The CICA has issued Financial Instruments – Disclosures (Section 3862) and Financial Instruments – Presentation (Section 3863). These standards are effective for the fiscal year beginning April 1, 2008, however early adoption is permitted. The Corporation is reviewing the impact of these new standards and will follow Section 3861 – Financial Instruments (Presentation and Disclosure) until the new standards are adopted.

3. SHORT-TERM INVESTMENTS

The average yield to maturity of the portfolio held as at March 31, 2007 is 4.22 per cent (2006 – 3.18 per cent). The average term to maturity is 299 days (2006 – 158 days).

The Corporation invests in money market and short-term securities. These investments are limited to securities that are 100 per cent guaranteed by the Government of Canada.

4. INVENTORY

	<u>2007</u>	<u>2006</u>
	<i>(thousands of dollars)</i>	
Program inventory	133,903	141,505
Other inventory	2,247	4,079
	<u>136,150</u>	<u>145,584</u>

5. NET INVESTMENT IN SALES-TYPE LEASES

The Corporation's net investment in sales-type leases includes the following:

	<i>(thousands of dollars)</i>
Total minimum lease payments receivable	124,104
Unearned income	(58,168)
	<u>65,936</u>
Current portion	(1,863)
Long-term portion	<u>64,073</u>

Future minimum lease payments receivable under the sales-type leases are as follows:

2008	6,050
2009	6,050
2010	6,050
2011	6,050
2012	6,050
2013 to 2027	93,854
Total future minimum lease payments receivable	<u>124,104</u>

These sales-type leases bear a fixed interest rate of 7.15 per cent annually. The interest revenues generated from these sales-type leases represent \$4.7 million in 2007 (2006 – \$4.8 million).

6. PROPERTY AND EQUIPMENT

	<u>2007</u>		<u>2006</u>	
	<u>Cost</u>	<u>Accumulated amortisation</u>	<u>Net book value</u>	
	<i>(thousands of dollars)</i>			
Land	21,129	-	21,129	21,727
Buildings	893,775	(454,592)	439,183	459,089
Technical equipment	1,322,863	(963,768)	359,095	321,308
Computers, furnishings and office equipment	171,715	(106,887)	64,828	46,000
Automotive	47,345	(34,786)	12,559	13,817
Leasehold improvements	44,588	(12,328)	32,260	34,273
Uncompleted capital projects	80,294	-	80,294	75,435
	<u>2,581,709</u>	<u>(1,572,361)</u>	<u>1,009,348</u>	<u>971,649¹</u>

¹Costs and accumulated amortisation of property and equipment as at March 31, 2006, amounted to \$2,512.0 million and \$1,540.3 million respectively.

7. PROPERTY HELD FOR SALE

A. Property held for sale – Short term

As part of a consolidation project in St-John's (Newfoundland), the Corporation made available for sale a building and a piece of land. The sale is effective as of May 2007. These assets are reported as held for sale at their estimated fair value of \$0.8 million, which represents the purchase price offer. Consequently, an impairment loss of \$0.8 million was recorded as the carrying value of these assets exceeded their market value. The impairment loss is included in the operating expenses.

B. Property held for sale – Long term

As part of a redevelopment project in Vancouver, the Corporation made available for sale the unused portion of its Vancouver land. The sale is expected in 2007-2008. The expected gain on disposal is approximately \$33.5 million.

8. LONG-TERM RECEIVABLES

A. Notes Receivable

The Corporation has two long-term notes receivable following the sale of lands. These notes bear a fixed interest rate of 7.15 per cent annually. The interest revenues generated from these notes receivable represent \$4.3 million in 2007 (2006 – \$4.3 million).

Future minimum payments receivable under the term of the notes are as follows:

	<i>(thousands of dollars)</i>
2008	5,567
2009	5,567
2010	5,567
2011	5,567
2012	5,567
2013 to 2027	<u>84,440</u>
Total future minimum payments receivable	112,275
Deduct: imputed interest	<u>(52,068)</u>
Notes receivable	60,207
Less: current portion (included in accounts receivable)	<u>(1,746)</u>
Notes receivable long-term	<u>58,461</u>

B. Salary Advances – Change in Payroll and Other

The implementation of a new payroll system in fiscal year 1998-1999 required a change in the payroll schedule of the Corporation. To adjust to this schedule without compromising the bi-weekly payments to employees, the Corporation issued a salary advance to be recovered upon termination of employment. This salary advance represents \$11.3 million in 2007 (2006 – \$12.2 million). The Corporation has other long-term receivables of \$0.6 million.

9. LONG-TERM INVESTMENTS

	2007			2006		
	Significant influence	Other	Total	Significant influence	Other	Total
	<i>(thousands of dollars)</i>					
ARTV – participation at 37%	3,661	-	3,661	3,753	-	3,753
<i>The Documentary Channel</i> – participation at 29% ¹	-	-	-	-	-	-
Portfolio investments	-	17	17	-	17	17
Sub-total	3,661	17	3,678	3,753	17	3,770
<i>Sirius Canada Inc.</i>	(13,417) ²⁻³	12,000 ⁴	(1,417)	(6,846)	7,000	154
Total	(9,756)	12,017	2,261	(3,093)	7,017	3,924

¹ The Corporation has not recorded a portion of The Documentary Channel's losses since the Corporation does not assume any financial risk relating to The Documentary Channel.

² The Corporation has invested \$25.05 in class A shares, which represents a 25.05 per cent participation. Those shares are entitled to receive dividends in equal amounts per share.

³ The Corporation committed to invest an additional \$1.4 million in class C shares. The Corporation has not committed to assume any additional financial risk. The Corporation's proportionate share of the unrecognised loss is \$5.2 million.

⁴ The Corporation invested \$12 million in class C shares, which are entitled to a preferential cumulative dividend of 8 per cent per annum on the redemption price. These shares may be redeemed at any time by Sirius Canada Inc.

10. PENSION PLANS AND EMPLOYEE-RELATED LIABILITIES

Employee-related liabilities are as follows:

	<u>2007</u>	<u>2006</u>	<u>2007</u>	<u>2006</u>
	Current		Long-term	
	<i>(thousands of dollars)</i>			
Accrued pension benefit liability (Note A)	-	-	164,551	154,836
Employee future benefits other than pensions (Note A)	-	-	150,170	143,140
Vacation pay	58,545	56,634	-	-
Workforce reduction (Note B)	21,269	23,536	-	-
Salary-related liabilities	82,767	87,077	240	254
	162,581	167,247	314,961	298,230

A. CBC/Radio-Canada Pension Plans and Other Employee Future Benefits

The Corporation maintains a contributory defined benefit pension plan, the CBC/Radio-Canada Pension Plan, covering substantially all employees of the Corporation. Retirement benefits are based on the length of pensionable service and on the average of the best five consecutive years of pensionable salary in the last ten years of employment. Employees are required to contribute a percentage of their pensionable salary to the plan, with the Corporation providing the balance of the funding, as required, based on actuarial valuations. The Corporation also maintains unfunded non-contributory defined benefit pension arrangements. All plans are subject to an actuarial valuation, which is made at least on a triennial basis (latest evaluation made in December 2006 and the next required valuation will be as of December 2009).

The Corporation also provides employee future benefits such as severance and other benefits including continuation of benefits coverage for employees on long-term disability, post-retirement life insurance and workers' compensation. The last actuarial valuations for employee termination benefits and for post-retirement life insurance benefits were made in March 2006 and December 2005 respectively.

The measurement date for the pension plan assets and the accrued benefit obligation is March 31.

Assumptions – annual rates	<u>2007</u>	<u>2006</u>
Expected long-term rate of return on plan assets	6.50%	6.75%
Discount rate – beginning of year	5.00%	5.00%
Discount rate – end of year	5.00%	5.00%
Long-term rate of compensation increase, excluding merit and promotion	3.25%	3.45%
Health care cost trend rate	8.5% for 5 years; 4.5% thereafter	8.5% for 5 years; 4.5% thereafter
Indexation of pensions in payment	2.5%	2.7%
	<u>2007</u>	<u>2006</u>
	<i>(thousands of dollars)</i>	
Annual amount		
Employee contributions – pension plans	44,305	36,689
Benefit payments for the year – pension plans	193,958	181,649
Benefit payments for the year – other employee future benefits	12,240	12,007

10. PENSION PLANS AND EMPLOYEE-RELATED LIABILITIES (continued)

	2007		2006	
	CBC/Radio-Canada pension plans	Other employee future benefits	CBC/Radio-Canada pension plans	Other employee future benefits
	<i>(thousands of dollars)</i>			
Fair value of plan assets, end of year	4,380,208	-	4,154,560	-
Accrued benefit obligation, end of year	(4,257,997)	(163,496)	(4,138,509)	(161,626)
Surplus (deficit), end of year	122,211	(163,496)	16,051	(161,626)
Unamortised past service costs	63,285	(3,768)	71,978	(4,187)
Unamortised net actuarial losses (gains)	255,221	(1,049)	455,400	933
Unamortised transitional (asset) obligation	(605,268)	18,143	(698,265)	21,740
Accrued benefit liability, end of year	(164,551)	(150,170)	(154,836)	(143,140)
Accrued benefit liability, beginning of year	(154,836)	(143,140)	(97,321)	(133,007)
Employee future benefits costs				
Current service cost	(78,800)	(7,337)	(82,185)	(8,314)
Interest on accrued benefit obligation	(205,154)	(8,145)	(210,972)	(8,450)
Expected return on actuarial value of assets	241,071	-	236,162	-
Amortisation of past service costs	(9,597)	419	(9,597)	419
Amortisation of transitional asset (obligation)	92,996	(3,597)	92,996	(3,607)
Amortisation of actuarial losses	(106,281)	(610)	(134,473)	(2,188)
Employee future benefits costs for the year	(65,765)	(19,270)	(108,069)	(22,140)
Corporation pension plan contributions	54,798	-	49,638	-
Benefit payments for unfunded plans	1,252	12,240	916	12,007
Total cash payments	56,050	12,240	50,554	12,007
Accrued benefit liability, end of year	(164,551)	(150,170)	(154,836)	(143,140)

As at March 31, 2007, the accrued benefit obligation for the CBC/Radio-Canada Pension Plan and for the unfunded benefit pension arrangements represented respectively \$4,204.1 million (2006 – \$4,089.1 million) and \$53.9 million (2006 – \$49.4 million).

Asset category	Percentage of plan assets (based on fair values)	
	2007	2006
Fixed income	52%	51%
Canadian equities	13%	15%
Global equities	23%	21%
Strategic	12%	13%
	100%	100%

¹ Strategic investments include real estate, private placements, hedge funds and mortgage funds

10. PENSION PLANS AND EMPLOYEE-RELATED LIABILITIES (continued)

B. Workforce reduction

In 2005-2006 the Corporation announced the termination of its Design Operations in the Toronto Production Center. Some departures relating to this announcement have been postponed to 2007-2008. The workforce reduction liability also includes various departures announced throughout the Corporation.

11. VARIABLE INTEREST ENTITIES

Under the Canadian Institute of Chartered Accountants', Accounting Guideline 15 (AcG-15), Variable Interest Entities (VIE) are defined as entities that do not have sufficient equity at risk to finance their activities without additional subordinated financial support, or where the equity holders lack the overall characteristics of a controlling financial interest. The guideline requires that a VIE be consolidated with the financial results of the entity deemed to be the primary beneficiary of the majority of the VIEs' expected losses and its expected residual returns, or both.

The Corporation is deemed to be the primary beneficiary of the Broadcast Centre Trust (the Trust). The Trust is a charitable trust that is a lessee under a long-term lease with the Corporation for the land on which the Canadian Broadcasting Centre (the building) is located in Toronto. The rent during the term is the sum of one dollar, paid on October 1, 1988. The Trust is also a lessor under a long-term sublease with the Corporation for the Canadian Broadcasting Centre. In order to finance the construction of the building, the Trust issued \$400 million of bonds on January 30, 1997. The rent payable by the Corporation to the Trust covers all interest and principal on the bonds, all other payments on the bonds and all operating expenses and liabilities of the Trust.

The Corporation holds a variable interest in Sirius Canada Inc., also a VIE, but the Corporation is not deemed to be the primary beneficiary. The Corporation's maximum exposure to losses includes its investment of \$12 million plus a commitment to invest an additional \$1.4 million; and an amount of \$2.1 million of licensing revenues annually. This investment is accounted for using the equity method for class A shares and the cost method for class C shares (Note 9).

The investment the Corporation holds in The Documentary Channel also qualifies as a variable interest in a VIE, but the Corporation is not the primary beneficiary. The Corporation's maximum exposure to losses is \$744,000 in amounts receivable. This investment is accounted for using the equity method (Note 9).

12. BONDS PAYABLE

The Corporation, through its relationship with the Broadcast Centre Trust (Note 11), guarantees the bonds payable with its rent payments for the premises occupied by the Corporation in Toronto. The Trust issued \$400 million in secured bonds on January 30, 1997. These bonds bear a fixed interest rate of 7.53 per cent annually and require blended semi-annual payments of \$16,519,398, which will retire the following principal amounts:

	<i>(thousands of dollars)</i>
2008 (including accrued interest of \$10.7 million)	18,138
2009	7,964
2010	8,575
2011	9,233
2012	9,941
2013 to 2027	299,238
	353,089
Less: current portion	(18,138)
	334,951

The fair value of the bonds (Note 22) approximates \$449 million (2006 – \$459 million). Interest expense included in current year's expense is \$26.0 million (2006 – \$26.6 million).

13. DEFERRED CAPITAL FUNDING

	<u>2007</u>	<u>2006</u>
	<i>(thousands of dollars)</i>	
Balance, beginning of year	599,541	629,987
Government funding for capital expenditures (Note 18C)	135,730	87,510
Amortisation of deferred capital funding	(93,141)	(117,956)
Balance, end of year	<u>642,130</u>	<u>599,541</u>

14. RETAINED EARNINGS (DEFICIT)

The deficit represents liabilities incurred by the Corporation that have not yet been funded through parliamentary appropriations or other source of revenues. A significant component of the deficit is for employee future benefits that will be funded only at the time the related benefits are paid by the Corporation.

15. COMMITMENTS

A. Program-related and Other

As at March 31, 2007, commitments for sports rights amounted to \$150.7 million (2006 – \$202.6 million); procured programs, film rights and co-productions amounted to \$54.1 million (2006 – \$61.5 million) and property and equipment amounted to \$16.0 million (2006 – \$13.4 million) for total commitments of \$220.8 million (2006 – \$277.5 million). Substantially, payments under these contracts are expected to be made over the next five years.

B. Operating Leases

The operating leases consist mainly of property leases, network distribution leases and equipment leases. Future annual payments related to operating leases as of March 31, 2007, are as follows:

	<i>(thousands of dollars)</i>
2008	140,724
2009	82,219
2010	72,700
2011	68,536
2012	57,056
2013 to 2027	<u>186,230</u>
Total future payments	<u>607,465</u>

16. CONTINGENCIES

Various claims and legal proceedings have been asserted or instituted against the Corporation. Some demand large monetary damages or other relief and they could result in significant expenditures. Litigation is subject to many uncertainties and the outcome of individual matters is not always predictable. Contingent liabilities are potential liabilities, which may become actual liabilities when one or more future events occur or fail to occur. To the extent that the future event is likely to occur or fail to occur, and a reasonable estimate of the loss can be made, an estimated liability is accrued and an expense recorded.

Moreover, in a judgment handed down on June 23, 2006, the Canada Labour Code arbitration board upheld grievance M-1490, which sought application of the proposals adopted by the Consultative Committee on Staff Benefits (CCSB); namely, to pay out a portion of the Pension Fund surplus that existed in 2000 to employees affiliated with the Syndicat canadien de la fonction publique (SCFP). The arbitrator has not yet ruled on an appropriate remedy further to this judgment. CBC/Radio-Canada is currently challenging the arbitrator's decision in court, with a ruling expected sometime in 2007. Because we cannot predict the outcome of this litigation and gauge its impact, no provision for it is reflected in the results. However, in the event that the arbitration board's ruling is upheld by higher courts, the subsequent arbitrator-imposed order could have a major impact on the Corporation's financial position.

Other grievances seek application of CCSB-adopted proposals to pay out a portion of the Pension Fund surplus that existed on December 31, 1999. No ruling has been made to date on these grievances. We cannot predict the outcome of these litigations, nor clearly gauge their impact.

16. CONTINGENCIES (continued)

Consequently, no provision has been reflected in the results and the situation will be re-examined in light of the pending decisions.

A class-action suit has also been brought by pensioners, claiming a quota-share of the Pension Fund surplus as at December 31, 2002. The case is currently before the Ontario courts and the class action has been certified. We cannot predict the outcome of this litigation, nor clearly gauge its impact. Consequently, no provision has been reflected in the results and the situation will be re-examined in light of the pending decision.

17. SPECIALTY SERVICES

The Corporation operates CBC Newsworld, the Réseau de l'information de Radio-Canada (RDI), Galaxie and CBC Country Canada under license conditions that require the reporting of incremental costs and revenues. Subscriber revenues generated by the Specialty Services are subject to the subscriber rate regulation established by the Canadian Radio-television and Telecommunications Commission (CRTC).

	<u>2007</u>				<u>2006</u>			
	Revenues	Expenses	Repayments to Main Service ¹	Net	Revenues	Expenses	Repayments to Main Service ¹	Net
	<i>(thousands of dollars)</i>							
CBC Newsworld ²	78,432	(71,760)	(2,406)	4,266	76,139	(72,982)	(3,262)	(105)
RDI ²	46,516	(44,154)	(2,067)	295	44,907	(44,000)	(1,591)	(684)
Galaxie	21,838	(7,702)	(364)	13,772	20,235	(6,717)	(64)	13,454
CBC Country Canada	3,321	(3,085)	-	236	2,984	(2,649)	-	335
	150,107	(126,701)	(4,837)	18,569	144,265	(126,348)	(4,917)	13,000

¹ Capital expenditures for the acquisition of equipment to introduce, maintain and expand the Specialty Services are made by the Corporation from its capital appropriation with an approved corporate repayment plan for recovery from the Specialty Services' revenues. Those repayments are funded from the accumulated excess revenues over expenses.

² In 2006, CBC Newsworld and RDI used previous years' accumulated excess revenues over expenses to fund current activities.

18. PARLIAMENTARY APPROPRIATIONS

A. Parliamentary Appropriations Approved and Received

Parliamentary appropriations approved and the amounts received by the Corporation during the year are as follows:

	<u>2007</u>	<u>2006</u>
	<i>(thousands of dollars)</i>	
Operating funding		
Approved annual funding	948,054	946,231
Additional non-recurring funding for programming initiatives (Note 18D)	60,000	60,000
Transfer to capital funding – Supplementary Estimates A ¹	(33,730)	-
Frozen allotment reprofiled to future years	-	(20,000)
Frozen allotment used	-	20,000
Operating funding received	974,324	1,006,231
Capital funding		
Approved annual funding	92,000	91,510
Transfer from operating funding – Supplementary Estimates A ¹	33,730	-
Frozen allotment reprofiled to future years	-	(10,000)
Frozen allotment used	10,000	6,000
Capital funding received	135,730	87,510
Working capital funding	4,000	4,000

¹ In the event that significant changes in current year requirements occur, appropriations are transferred from one vote to another or reprofiled from one fiscal year to another through Appropriation Acts approved by Parliament.

18. PARLIAMENTARY APPROPRIATIONS (continued)

B. Reconciliation of Net Results of Operations to Government Funding Basis

The Corporation receives a significant portion of its funding through Parliamentary appropriations, based primarily on cash flow requirements. Expenses recognised in the *Consolidated Statement of Operations and Retained Earnings (Deficit)* in one year may be funded through Parliamentary appropriations in other years. Accordingly, the Corporation's net results of operations for the year on a government funding basis differ from those on a Canadian generally accepted accounting principles basis. The differences are outlined below:

	<u>2007</u>	<u>2006</u>
	<i>(thousands of dollars)</i>	
Net results for the year	(69,229)	(44,187)
Items not generating operating funds		
Amortisation of deferred capital funding	(93,141)	(117,956)
Loss (Gain) on disposal of property and equipment	(21)	434
Other	4,468	177
	(88,694)	(117,345)
Items not requiring operating funds		
Amortisation of property and equipment	99,395	123,841
CBC/Radio-Canada pension plans and other employee future benefits	16,745	67,648
Loss from investments in companies subject to significant influence	6,663	7,109
Program inventory costs	4,547	(8,301)
Vacation pay	2,602	(253)
Other	(4,279)	(567)
	125,673	189,477
Results of operations on a government funding basis	(32,250)	27,945
Less: Interest generated from the disposal of joint business ventures	-	(890)
Add: Use of proceeds, generated in a previous fiscal year, from the sale of joint business venture	18,832	546
Net results of operations on a government funding basis	(13,418)	27,601
Government funding surplus, beginning of year	59,634	32,033
Government funding surplus, end of year	46,216	59,634

18. PARLIAMENTARY APPROPRIATIONS (continued)

C. Net Results for Capital Funding

The purchase of property and equipment is financed by Parliamentary appropriations and proceeds from the disposal of property and equipment. Additions and proceeds, relating to property and equipment, recorded in the current year under Canadian generally accepted accounting principles may be funded/recognised on a government funding basis in different years. The differences are outlined below:

	<u>2007</u>	<u>2006</u>
	<i>(thousands of dollars)</i>	
Capital funding received (Note 18A)	135,730	87,510
Capital recovery from notes receivable	1,300	1,575
Capital recovery from net investment in sales-type leases	1,378	1,285
Proceeds from the disposal of property and equipment and other	2,596	1,848
Total capital funding for the year	141,004	92,218
Acquisition of property and equipment	(138,720)	(116,067)
Capital portion of bond payments	(6,870)	(6,378)
Capital deficit before adjustments for considerations affecting capital funds	(4,586)	(30,227)
Add: Considerations affecting capital funds	-	196
Capital funding deficit for the year	(4,586)	(30,031)
Capital funding (deficit) surplus, beginning of year, government funding basis	(19,844)	10,187
Capital funding deficit, end of year, government funding basis ¹⁻²	(24,430)	(19,844)

¹ The 2006–07 capital budget included a consideration of \$34 million from the disposal of a lot in Vancouver. The sale did not materialise as planned, thus creating a government-funding-basis capital deficit at year-end. We expect the sale to go through during fiscal 2007–08, which will reabsorb the cumulative government-funding-basis capital deficit.

² Transfers between operating and capital are accomplished through Supplementary Estimates B in the fiscal year to which they relate. Due to the fact that Parliament was dissolved on November 29, 2005, for a general election, planned transfers in the amount of \$31.1 million in fiscal year 2005-2006 did not take place.

D. Additional Non-recurring Funding for Programming Initiatives

An additional non-recurring funding of \$60 million was again approved in April 2006 for 2007 (2006 - \$60.0 million). These funds are being used across all media for the enhancement of programming initiatives in particular.

19. INCOME AND LARGE CORPORATIONS TAXES

The Corporation is a prescribed Federal Crown Corporation under Part LXXI of the Income Tax Regulations and is subject to the provisions of the *Income Tax Act* (Canada). The Corporation's activities are not subject to provincial taxes. The recovery of (provision for) income and large corporations taxes is comprised of:

	<u>2007</u>	<u>2006</u>
	<i>(thousands of dollars)</i>	
Current income tax recovery (provision)	26	(272)
Future income tax	-	-
	26	(272)

The recovery of (provision for) income and large corporations taxes differs from the amount that would be computed by applying the Federal statutory income tax rate of 32.52 per cent to net results before taxes. The reasons for the differences are as follows:

	<u>2007</u>	<u>2006</u>
	<i>(thousands of dollars)</i>	
Income tax recovery at Federal statutory rate	22,522	14,281
Increase (decrease) resulting from:		
Non-deductible portion of capital losses	(1,151)	(1,025)
Other net amounts	(6,885)	(423)
Adjustment for enacted changes in income tax rates	(8,715)	-
Change in valuation allowance	(5,771)	(12,833)
Large corporations tax recovery (provision)	26	(272)
	26	(272)

The tax effects of temporary differences that give rise to significant portions of the future tax assets and future liabilities as at March 31, 2007 and 2006 are presented below:

	<u>2007</u>	<u>2006</u>
	<i>(thousands of dollars)</i>	
Future tax assets		
Accrued liabilities	6,937	6,010
Pension plan asset	47,720	50,353
Employee-related liabilities	43,619	46,632
Loss carry-forward	10,227	6,995
Long-term investments	2,005	1,163
	110,508	111,153
Less: valuation allowance	(71,976)	(66,205)
	38,532	44,948
Future tax liabilities		
Program inventory	686	1,499
Net investment in sales-type leases	16,185	18,513
Property and equipment	19,845	21,248
Notes receivable	1,816	3,688
	38,532	44,948
Net future tax assets (liabilities)	-	-

As at March 31, 2007, the Corporation has a loss carry-forward for tax purposes of \$35.2 million (2006 – \$21.5 million), which expires as follows: 2015 – \$5.4 million, 2027 – \$29.8 million.

20. NET CHANGE IN NON-CASH WORKING CAPITAL BALANCES

	<u>2007</u>	<u>2006</u>
	<i>(thousands of dollars)</i>	
Cash flows provided by (used for)		
Short-term investments	63,660	(10,864)
Accounts receivable ¹	42,204	(53,005)
Inventory ²	7,312	(19,302)
Prepaid expenses	(11,192)	(495)
Net investment in sales-type leases ³	8	7
Property held for sale	(765)	-
Accounts payable and accrued liabilities	515	31,463
Deferred revenues	5,440	(1,855)
Employee-related liabilities ⁴	(7,268)	(7,312)
Bonds payable ⁵	(155)	(186)
	<u>99,759</u>	<u>(61,549)</u>

¹ Excluding \$(0.1) million (2006 – \$0.3 million) of notes receivable from the sale of lands.

² Including \$(2.1) million (2006 – \$1.3 million) of amortisation of property and equipment.

³ Excluding capital recovery of \$0.1 million (2006 – \$0.09 million).

⁴ Excluding items not involving cash of \$2.6 million (2006 – \$(0.4) million).

⁵ Excluding repayment of bonds payable of \$0.5 million (2006 – \$0.5 million).

21. RELATED PARTY TRANSACTIONS

The Corporation is related in terms of common ownership to other government departments, agencies and Crown Corporations and to private companies over which the Corporation has significant influence (Note 9). The Corporation enters into transactions with these related parties in the normal course of business, on normal trade terms applicable to all individuals and enterprises and measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

The Corporation recorded the following amounts in the Consolidated Financial Statements for transactions with related parties:

	<u>Government</u>	<u>Private Companies</u>
	<i>(thousands of dollars)</i>	
Revenues	3,411	5,538
Accounts receivable	77	2,928
Expenses	4,548	132
Accounts payable	109,108	1

During the year, the Corporation also received funding from the Government of Canada as described in Note 18.

22. FINANCIAL INSTRUMENTS

The carrying amounts for cash and cash equivalent, the bank overdraft, short-term investments, accounts receivable, current portion of net investment in sales-type leases, accounts payable and accrued liabilities, and accrued bonds payable interest, approximate fair value due to the short-term nature of these instruments. The fair values of the long-term portion of net investment in sales-type leases and long-term portion of notes receivable, and the bonds payable are listed below.

<u>Instrument</u>	<u>Fair values</u>		<u>Method</u>
	<u>2007</u>	<u>2006</u>	
	<i>(millions of dollars)</i>		
Long-term portion of net investment in sales-type leases	69.5	70.3	Valuation technique using a discount rate based on long term government bonds.
Long-term portion of notes receivable	63.4	64.1	Valuation technique using a discount rate based on long term government bonds.
Bonds payable	449.1	459.0	Quoted market prices for Government of Canada bonds maturing at approximately May 1, 2027, and adjusted by a spread based on the credit rating for the bonds.

The Corporation uses derivative financial instruments such as forward contracts to manage the risk of loss due to adverse movements in foreign exchange. Foreign exchange forward contracts with a notional principal amount of \$42.6 million (2006 – \$55.9 million) were outstanding at the end of the year. The fair value, based upon market quotations, represents \$46.4 million (2006 – \$60.2 million) at March 31, 2007. The remaining term to maturity of these contracts is under one year.

23. COMPARATIVE FIGURES

Some of the 2006 figures have been reclassified to conform to the current year's presentation.

CANADIAN BROADCASTING CORPORATION

**REPORT TO THE AUDIT COMMITTEE
19 JUNE 2007**

**ANNUAL AUDIT RESULTS
FOR THE YEAR ENDED 31 MARCH 2007**

About the Office of the Auditor General of Canada

We are an independent audit office serving Parliament and the well-being of Canadians, widely respected for the quality and impact of our work.

We promote accountable government, an ethical and effective public service, good governance, sustainable development, and the protection of Canada's legacy and heritage.

We do this by

- conducting independent audits and studies that provide objective information, advice and assurance to Parliament, government, and Canadians;
- working collaboratively with legislative auditors, federal and territorial governments, and professional organizations; and
- providing a respectful workplace in which our diverse workforce can strive for excellence and realize their full career potential.

Protected "A"



8 June 2007

To the Audit Committee of the Canadian Broadcasting Corporation

We have substantially completed our audit of the transactions and consolidated financial statements of the Canadian Broadcasting Corporation for the year ended 31 March 2007.

In this report, we provide the information that our audit plan indicated we would communicate to you at the conclusion of our audit. We have addressed the matters that came to our attention during the course of the audit that we believe the Audit Committee should be aware of in reviewing the Corporation's consolidated financial statements.

We will be pleased to elaborate on any of these points, to the extent you consider desirable or necessary, during the Audit Committee meeting on June 19, 2007.

We would like to take this opportunity to express our appreciation to the Corporation for the cooperation and assistance provided to us by the Corporation's management and staff during the audit.

Yours sincerely,

Daniel G. Paquette, CA
Principal

Attach.

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Overall summary

We completed our audit in a manner consistent with the annual audit plan discussed with the Audit Committee on November 17th 2006.

This document, *Report to the Audit Committee – Annual Audit Results*, has been prepared solely to assist members in their review of the consolidated financial statements prior to recommending approval by the Board of Directors. The report provides disclosures required by professional standards and other information we believe will be useful to the Committee in its work. The information contained in this report is not intended for any other purpose.

No restrictions were placed on the scope of our audit, and we obtained all of the information and explanations we considered necessary to provide our opinion of the consolidated financial statements.

Audit objectives

As noted in the *Report to the Audit Committee – Annual Audit Plan*, the objectives of our audit were to provide an independent opinion on whether:

- the financial statements have been fairly presented, in all material respects, in accordance with Canadian generally accepted accounting principles;
- these principles have been applied on a basis consistent with that of the preceding year; and
- the transactions coming to our notice in the course of our examination were, in all significant respects, in accordance with specified authority instruments.

Our auditor's report addresses each of our audit objectives.

Auditor's report

Following recommendation by the Audit Committee and approval by the Board of Directors of the consolidated financial statements of the Canadian Broadcasting Corporation (the Corporation), we intend to issue an unqualified opinion on the consolidated financial statements of the Corporation. A draft of the auditor's report is included in Appendix A.

Financial statement highlights

Management has informed us that they will review the consolidated financial statements with the Audit Committee and outline the important differences from the approved operating and capital budgets and the results of the previous year. We will be available to answer any questions the Audit Committee may have.

Significant audit areas

Business risks, audit implications and related audit results

Our audit was risk-based. We identified the key business risks that could impact the achievement of your corporate objectives and concentrated our work on those risks that had implications for the consolidated financial statements. We focused on areas with a higher risk of a material error or non-compliance with a significant authority instrument, based on our understanding of the Corporation and its business.

For the 2006-2007 audit, we identified the following business risks that had significant audit implications. The results of our audit are indicated below:

Business risk and implication	Potential financial statement or authority impact	Audit procedures and results
-------------------------------	---	------------------------------

s.18(a)
s.18(b)
s.22

Business risk and implication	Potential financial statement or authority impact	Audit procedures and results
<p>s.18(a) s.18(b) s.22</p>		

Other risk areas and related audit results

Not all significant audit areas are derived from business risks. We also identified the following areas of audit risk and addressed them in our audit:

Other risk areas	Potential financial statement or authority impact	Audit procedures and results

s.18(a)
s.18(b)
s.22

Other risk areas	Potential financial statement or authority impact	Audit procedures and results

New and emerging accounting developments

We have also identified new accounting developments as being potentially significant to the Corporation in future years:

New/emerging accounting developments	Implication to the Corporation	Audit procedures and results
<p>Section 1530: Comprehensive Income</p> <p>Section 3855: Financial Instruments – Recognition and measurement</p> <p>Sections 3862 and 3863 : Financial Instruments – disclosure and presentation</p> <p>Section 3865: Hedges</p>	<p>These new sections are to be adopted simultaneously.</p> <p>The Corporation may be required to present a new financial statement entitled Comprehensive Income as part of its consolidated financial statements.</p> <p>The Corporation will also be required to classify its financial assets as either held for trading, held to maturity, available for sale, or loans and receivables. Financial assets which are classified as held for trading or available for sale are to be measured at fair value while the held to maturity and loans and receivable financial assets are measured at amortized cost.</p>	

New/emerging accounting developments	Implication to the Corporation	Audit procedures and results
	<p>Unrealized gains and losses on those assets categorized as available for sale and the effective portion of cash flow hedges will be temporarily recorded in other comprehensive income until the gains/losses or the hedged item are realized if the Corporation elects to use hedge accounting.</p> <p>These new standards will come into effect for the 2007-2008 fiscal year.</p>	

Other important information on the results of our audit

Materiality

s.22

Materiality represents our judgment of the degree of significance of misstatement(s) that could influence the decision of a knowledgeable user relying on the financial statements. In determining materiality both quantitative and qualitative factors are considered.

In forming our conclusions about materiality, we also considered relevant qualitative factors.

Communication of other matters to the Audit Committee

Professional standards require the auditor to communicate information on the scope and results of the audit to assist the Audit Committee in overseeing management's financial reporting and disclosure requirements. We summarize that information below.

Area	Comments
<p>Auditors' responsibilities under generally accepted auditing standards (GAAS)</p>	<p>Auditors provide independent, objective assurance that the financial statements prepared by management are fairly presented, in all material respects, in accordance with Canadian generally accepted accounting principles. In addition, as legislative auditors, for the transactions coming to our notice we determine if the Corporation has complied with key legislative authorities. We also have an obligation to bring to the attention of Parliament any "other matter" that we believe is significant. Our audit is performed to obtain reasonable, but not absolute, assurance that the consolidated financial statements are fairly presented and that transactions coming to our notice are in accordance with the specified authorities. We complied with auditing standards established by the CICA in order to provide these assurances.</p>

s.19(1)

Area	Comments
Auditors' independence	<p>We confirm that the Office of the Auditor General of Canada remained independent of the Canadian Broadcasting Corporation throughout the audit.</p> <p>No new matters have arisen since our <i>Report to the Audit Committee – Annual Audit Plan</i> dated 17 November 2006 that could reasonably be thought to bear on our independence.</p> <p>In determining whether there is a need to bring any matter related to independence to the attention of the Audit Committee, we consider relevant rules and related interpretations prescribed by the Institute of Chartered Accountants of Ontario, applicable legislation and the Office's <i>Code of Values, Ethics and Professional Conduct</i> covering such matters as:</p> <ul style="list-style-type: none"> (a) holding a financial interest, either directly or indirectly, in the Corporation; (b) holding a position, either directly or indirectly, that gave the right or responsibility to exert significant influence over the financial or accounting policies of the Corporation; (c) personal or business relationships of immediate family, close relatives, either directly or indirectly, with the Corporation; (d) over familiarity with the Corporation due to a long-standing relationship; (e) potential for self-interest such as employment offers; (f) acceptance of gifts or hospitality unless the value is clearly insignificant; and (g) provision of non-assurance services in addition to this audit engagement.
Changes in accounting policies	There has not been any changes in accounting policies and in the way those policies are applied in the current year.
Auditors' judgment about the qualitative aspects of accounting principles used in the Corporation's financial reporting	We believe that the accounting principles selected by the Corporation are appropriate for its business and consistent with industry practices.
Management judgments and accounting estimates	<p>The preparation of financial statements requires the use of accounting estimates. Certain estimates are particularly sensitive due to their significance to the financial statements and the possibility that events may differ significantly from management's expectations.</p> <p>The most significant accounting estimates made by management in the consolidated financial statements are: depreciation of capital assets and program inventory, employee-related liabilities and contingencies.</p>

s.18(a)
s.18(b)

Area	Comments
Disagreements with management on financial accounting and reporting matters	There were no disagreements with management on financial accounting and reporting matters.
Serious difficulties encountered in performing the audit	We did not encounter any serious difficulties in performing the audit.
Fraud or illegal acts	We performed the procedures outlined in the <i>Report to the Audit Committee – Annual Audit Plan</i> dated 17 November 2006. As a result of the procedures performed during our audit, we did not identify any fraud or illegal or possibly illegal acts unknown by management.
Significant weaknesses in internal controls	<p>We have been informed by management that the weaknesses identified during the 2004-2005 audit in connection with our review of the IT control environment of the SAP system have been addressed.</p> <p>We have not completed our follow-up of the issues identified with respect to the IT control environment surrounding the SAP system.</p> <p>We will continue our follow-up in 2007-2008 with for objective a larger support on IT controls.</p> <p>No other significant weaknesses in internal controls were identified during the audit.</p>
Annual report and designated public documents containing audited financial statements	<p>As the Corporation's auditors, we are deemed to be associated with designated public documents containing the audited financial statements, including summarized financial statements. Designated documents include annual reports, prospectuses filed with securities regulatory authorities or public interim reports.</p> <p>Section 7500 of the <i>CICA Handbook</i> requires the auditor to compare and agree the wording and figures of the financial statements and the auditor's report to the original to ensure that they have been reproduced accurately. The auditor is also required to read the other information in the annual report and ensure that there are no inconsistencies with the financial statements on which he has reported. This review is done for the Corporation's hard copy and electronic versions of its annual report. In performing this review, the auditor is not providing any assurance on the other information in the annual report nor on the document as a whole.</p> <p>Please note that the extent of our audit work is not sufficient to express an opinion on the adequacy of the design and operation of any internal controls over the Corporation's internet site and its contents. It is the responsibility of management of the Corporation to ensure the accuracy and quality of the information presented on the internet and to ensure that there is adequate security and control over such information.</p> <p>Once we obtain the draft 2006-2007 Annual Report, we will examine it</p>

Area	Comments
	to obtain assurance that the information presented is consistent with the consolidated financial statements. Once management has submitted the printer's copies to us, we will examine them to obtain assurance that the consolidated financial statements and our auditor's report have been reproduced properly and that the final version is consistent with the draft we examined.

Management letter

During the audit, we identified opportunities for management to improve systems of internal control, streamline operations, and/or enhance financial reporting practices.

After having discussed it with the qualified representatives of the Corporation, we will deliver a project of "Management Letter" summarizing our observations, presenting recommendations to benefit from these possibilities and asking management to answer the raised questions.

We expect that the management letter will be finalized and issued to management by July 15, 2007.

Reliance on internal audit

For the 2006-2007 audit, we reviewed all internal audit reports. They were useful during the planning and execution phase of the mandate, in particular with respect to the identification of the risks and the update of our knowledge of certain control processes. More specifically, we used the following reports:

- Limited annual review of the financial schedules of CBC Country Canada as of August 31, 2006;
- Report on the Corporate Payroll;
- Report on the management of fixed assets.

Reliance on specialists/other auditors

In conducting our audit of the employee future benefits, we relied on the work performed by the actuaries of the Corporation and by the auditor of the financial statements of the Corporation pension plan. In addition, in conducting our audit of the bonds payable, we relied on the work performed by the external auditor of the financial statements of the Toronto Broadcast Center Trust. Also, during our audit relating to the specialty channels (Newsworld, RDI and Galaxy), we have relied on the review engagement reports as at August 31, 2006. Finally, in conducting our audit on the long-term investments, we relied on the work performed by the external auditors of the financial statements of ARTV, The Documentary Channel and Sirius Canada Inc.

Related matters

Executive Compensation, Travel and Hospitality

The procedures that we were planning to perform are outlined in the *Report to the Audit Committee – Annual Audit Plan* dated November 17, 2006. We had planned in this year's audit to focus our work on travel and hospitality expenses. The objective is to determine if senior executives' and board members' compensation arrangements and travel and hospitality expenses comply with relevant authorities and approved policies of the organization. Moreover, we considered all questions that could be an indicator of lapses in values or ethics, weak governance or inadequate oversight and control.

s.16(2)

Special examination

During the annual audit, we had discussions with the internal audit services with respect to the measures taken by the Corporation to correct the significant weaknesses communicated in the last special examination report. As previously communicated at the Audit Committee, we support the role of the internal audit in its commitment to follow-up on the special examination recommendations.

The limited processes that we applied were not conceived to enable us to determine if the steps taken by the Corporation address the weaknesses raised. Our objective was rather to determine whether or not the Corporation took measures to correct these weaknesses.

We wish to inform you that the Office of the Auditor General will start the planning of the next special examination of the Corporation in the fall of 2008.

Audit hours and costs

There will be no costs to the Canadian Broadcasting Corporation for professional services for the audit. The costs are paid from moneys appropriated by Parliament to the Office of the Auditor General of Canada. Information on our audit hours and budget is presented below for information.

Estimated	Budget	Difference	Prior Year Actual
5,650	6,000	350	6,300

We estimate that the fully loaded cost of this audit is \$715,000.

Some important reminders about our audit work

Auditor's report

Our audit was conducted in accordance with Canadian generally accepted auditing standards, our own quality management system, and the ethical standards of our profession. Accordingly, our auditor's report provides a high, though not absolute, level of assurance that the conclusions expressed in our opinion are appropriate. However, owing to the inherent limitations of an audit, there is an unavoidable risk that some misstatements in the consolidated financial statements were not detected, even though the audit was properly planned and performed.

Detection of internal control weaknesses

We obtained a sufficient understanding of internal controls to plan the audit and, where we placed reliance on controls, we obtained sufficient appropriate audit evidence through tests of controls to support the decision to rely on the controls. However, the scope of our review of internal controls was not sufficient to express an opinion on the effectiveness or efficiency of the Corporation's internal controls.

Fraud and illegal acts

In planning and conducting our audit, we considered the possibility that fraud or illegal acts, if sufficiently material, could affect our opinion on the consolidated financial statements of the Corporation. However, the audit was not designed to determine all internal control weaknesses and irregularities that may exist in the Corporation. The inherent limitations of an audit mean there is an unavoidable risk that some misstatements of the consolidated financial statements will not be detected, even though the audit was properly planned and performed. The likelihood of not detecting a material misstatement resulting from fraud or illegal acts is higher than the likelihood of not detecting a material misstatement resulting from error because these acts may be accompanied by sophisticated schemes to conceal them, there may be collusion, or other factors.

Management letter

Our management letter is a by-product of the annual audit. Our audit is not specifically designed to identify matters for inclusion in a management letter. Such matters may be derived from our audit work, but that is not the primary purpose of the tests and other procedures we perform. Consequently, our audit would not usually identify all matters that might be of interest to management and/or the Audit Committee.

Work of the Audit committee

We are conscious of the responsibilities and increasing expectations with regard to the audit committees. We commit ourselves to provide you current, relevant and reliable information which respects the professional standards and to help you to exert your monitoring responsibilities in the Corporation's process of financial information. We invite you to make suggestions in order to make the presentation and the contents of our reports more useful.

Appendix A – Draft Auditor’s Report

We intend to issue the following auditor’s report after the consolidated financial statements are reviewed by the Audit Committee and approved by the Board of Directors:

AUDITOR’S REPORT

To the Minister of Canadian Heritage and Status of Women

I have audited the consolidated balance sheet of the Canadian Broadcasting Corporation as at March 31, 2007 and the consolidated statement of operations and retained earnings (deficit) and cash flows for the year then ended. These financial statements are the responsibility of the Corporation’s management. My responsibility is to express an opinion on these financial statements based on my audit.

I conducted my audit in accordance with Canadian generally accepted auditing standards. Those standards require that I plan and perform an audit to obtain reasonable assurance whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

In my opinion, these consolidated financial statements present fairly, in all material respects, the financial position of the Corporation as at March 31, 2007 and the results of its operations and its cash flows for the year then ended in accordance with Canadian generally accepted accounting principles. As required by the *Financial Administration Act*, I report that, in my opinion, these principles have been applied, on a basis consistent with that of the preceding year.

Further, in my opinion, the transactions of the Corporation that have come to my notice during my audit of the consolidated financial statements have, in all significant respects, been in accordance with the applicable provisions of Part X of the *Financial Administration Act*, Part III of the *Broadcasting Act* and the by-laws of the Corporation.

Sheila Fraser, FCA
Auditor General of Canada

Ottawa, Canada
May 28, 2007

Appendix B – Significant Audit Adjustments

s.18(a)

s.18(b)

Audit Committee

June 19, 2007

Subject matter

Background

Information on the matter

See attached presentation.

For decision

For information

s.18(b)

Prepared by

Name: Pierre Nollet
Date: May 31, 2007

Management recommendation

N/A

Last discussed at the Board

Date:
Decision made: N/A

Next steps

**Pages 175 to / à 188
are withheld pursuant to sections
sont retenues en vertu des articles**

21(1)(a), 23

**of the Access to Information Act
de la Loi de l'accès à l'information**

The Access to Information Act

Effect on CBC/Radio-Canada

Board of Directors

Legal Advice

May 30, 2007

Prepared by E. Cody-Rice, Senior
Legal Counsel document protected by
solicitor-client privilege

000189

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**Pages 190 to / à 199
are withheld pursuant to sections
sont retenues en vertu des articles**

21(1)(a), 23

**of the Access to Information Act
de la Loi de l'accès à l'information**

Audit Committee

June 19, 2007

s.18(b)

s.23

Subject matter

Background

Information on the matter

See attached report

For decision

For information

Prepared by

Name: Pierre Nollet
Date: May 30, 2007

Management recommendation

N/A

Last discussed at the Board

Date: June 20, 2006
Decision made: N/A

Next steps

Update as necessary.

*Pierre Nollet
Vice-President, General Counsel &
Corporate Secretary
Vice-président, avocat conseil & secrétaire général
Direct: (514) 597-6376
Facsimile: (514) 597-4087
pierre_nollet@cbc.ca*

Memorandum

Confidentiel et privilégié
Confidential and privileged

To/À: Audit Committee / Comité de vérification

From/De: Pierre Nollet

Date: May 18, 2007

File/Dossier: 2002-00248

s.21(1)(a)
s.23

**Pages 202 to / à 206
are withheld pursuant to sections
sont retenues en vertu des articles**

21(1)(a), 23

**of the Access to Information Act
de la Loi de l'accès à l'information**

May 18, 2007

s.21(1)(a)

s.23

Pierre Nollet

PN/dr

Pierre Nollet
Vice-President, General Counsel & Corporate Secretary
Vice-président, avocat conseil & secrétaire général
Direct: (514) 597-6376
Facsimile: (514) 597-4087
pierre_nollet@cbc.ca

Memorandum

Confidentiel et privilégié
Confidential and privileged

To/À: Board of Directors

cc:

From/De: Pierre Nollet

Date: May 10, 2007

Subject/Objet: Litigation Report – significant files

s.21(1)(a)

s.23

**Pages 209 to / à 210
are withheld pursuant to sections
sont retenues en vertu des articles**

21(1)(a), 23

**of the Access to Information Act
de la Loi de l'accès à l'information**

Comité de vérification

19 juin 2007

Sujet

Rapports de litiges

Contexte

Chaque année, le Service juridique rend compte de ses activités de litige et des réserves établies au Comité de vérification du Conseil d'administration. Les rapports ainsi présentés sont produits par le logiciel de gestion dont le Service a fait l'acquisition. L'information est saisie dans la langue choisie par l'utilisateur.

Renseignements connexes

Sous l'onglet I, vous trouverez, à titre informatif, la liste des cas de litiges à la fin de l'année fiscale, classés par composantes et par type de dossiers. Sous l'onglet II, les dossiers sont classés par sous-type et, aux pages II-6 à II-8, les réclamations sont détaillées par montant lorsque connu. Sous l'onglet III, vous trouverez une liste des dossiers de contestation de tarifs en matière de droits d'auteurs. À l'onglet IV, vous trouverez une liste des causes pour lesquelles une réserve a été établie avec une indication de la valeur de la réserve. À l'onglet V, vous trouverez une liste des coûts par dossier.

Décision à prendre À titre d'information **Préparé par**

Nom : Pierre Nollet

Date : le 30 avril 2007

Recommandation de la direction

Aucune

Dernière discussion au Conseil

Date : 19-20 juin 2006

Décision prise à cette occasion : Aucune

Suivi

Audit Committee

June 19, 2007

Subject matter

Litigation Report

Background

Every year the Law Department reports on its litigation and contingencies for the past year to the Audit Committee. The Law Department has acquired a software to manage its workload. The reports are now being prepared with the assistance of this software. The information is inputted in the system in the mother tongue of the user.

Information on the matter

Under Tab I and for your information only, is a count of matters being litigated at year-end sorted by components and by matter type. Under Tab II, the same information is detailed by sub-type and on pages II-6 to II-8 by claimed amount where available. Under Tab III is a list of copyright tariffs being litigated. Under Tab IV you will find a list of matters for which a contingency has been established with indication of the value of the contingency. Under Tab V is a list of matter disposition with costs.

For decision

For information

 Prepared by

Name: Pierre Nollet
Date: April 30, 2007

Management recommendation

N/A

Last discussed at the Board

Date: June 19-20, 2006
Decision made: N/A

Next steps

Onglet I

Tab I

Matter Count Report

by Org Level 1

Date Range: 2006/04/01 to 2007/03/31
by Open Date ; Matterclass: Litigation

<u>Org Level 1</u>	<u>Matter Type</u>	<u>Total Pending Matters</u>	<u>Opened In Range</u>	<u>Closed In Range</u>
Business Development Corporate				
	HR-IR	0	1	1
		0	1	1
CRRA				
	Copyright	2	0	0
	Litigation/Claim	1	0	1
		3	0	1
CTO - Engineering				
	Litigation/Claim	1	1	0
		1	1	0
CTO - Information Technology				
	Litigation/Claim	0	0	1
		0	0	1
English New Media				
	Litigation/Claim	5	2	0
		5	2	0
English Radio				
	Access to information	1	0	0
	Contracts/Commercial	0	1	1
	Copyright	1	0	0
	Litigation/Claim	12	1	2
		14	2	3

Matter Count Report

by Org Level 1

Date Range: 2006/04/01 to 2007/03/31
by Open Date ; Matterclass: Litigation

<u>Org Level 1</u>	<u>Matter Type</u>	<u>Total Pending Matters</u>	<u>Opened In Range</u>	<u>Closed In Range</u>
English TV	Access to information	1	0	0
	Contracts/Programming	1	1	0
	Copyright	1	1	0
	Litigation/Claim	58	12	8
	Subpoena	0	0	2
	Trademarks	2	2	0
		<u>63</u>	<u>16</u>	<u>10</u>
ENM-FNM	Copyright	<u>1</u>	<u>1</u>	<u>0</u>
		1	1	0
ER-ENM	Litigation/Claim	<u>2</u>	<u>1</u>	<u>0</u>
		2	1	0
ER-ETV-ENM	HR-IR	0	0	1
	Litigation/Claim	<u>1</u>	<u>0</u>	<u>0</u>
		1	0	1
ER-FR	Copyright	<u>3</u>	<u>0</u>	<u>1</u>
		3	0	1
ETV-ER				

Matter Count Report

by Org Level 1

Date Range: 2006/04/01 to 2007/03/31
by Open Date ; Matterclass: Litigation

<u>Org Level 1</u>	<u>Matter Type</u>	Total Pending	Opened In	Closed In
		Matters	Range	Range
	Access to information	1	0	0
	Litigation/Claim	3	1	1
	Search Warrant	0	0	2
		<u>4</u>	<u>1</u>	<u>3</u>
ETV-FTV				
	Copyright	2	0	0
	Litigation/Claim	0	0	1
		<u>2</u>	<u>0</u>	<u>1</u>
Finances Corporate				
	Litigation/Claim	4	0	0
		<u>4</u>	<u>0</u>	<u>0</u>
FTV-ETV-ER-FR-ENM-FRNM				
	Litigation/Claim	5	0	0
		<u>5</u>	<u>0</u>	<u>0</u>
FTV-FR				
	Litigation/Claim	3	2	0
		<u>3</u>	<u>2</u>	<u>0</u>
FTV-FR-ETV-ER-				
	Litigation/Claim	4	1	1
	Program Calls	0	0	1
		<u>4</u>	<u>1</u>	<u>2</u>

Galaxie

Matter Count Report

by Org Level 1

Date Range: 2006/04/01 to 2007/03/31
by Open Date ; Matterclass: Litigation

<u>Org Level 1</u>	<u>Matter Type</u>	<u>Total Pending Matters</u>	<u>Opened In Range</u>	<u>Closed In Range</u>
	Copyright	3	1	2
		<u>3</u>	<u>1</u>	<u>2</u>
Head Office	Copyright	2	0	0
	Litigation/Claim	2	1	0
		<u>4</u>	<u>1</u>	<u>0</u>
Human Resources (non union)	HR-IR	8	5	10
	Litigation/Claim	5	2	2
	Policy/Advocacy	1	0	0
		<u>14</u>	<u>7</u>	<u>12</u>
Immeubles CBC Properties	Litigation/Claim	11	5	3
		<u>11</u>	<u>5</u>	<u>3</u>
Industrial Relations (union)	Health & Safety	1	0	0
	HR-IR	14	5	17
	Litigation/Claim	6	4	1
		<u>21</u>	<u>9</u>	<u>18</u>
Mobile Division	Litigation/Claim	0	0	1
		<u>0</u>	<u>0</u>	<u>1</u>

Matter Count Report

by Org Level 1

Date Range: 2006/04/01 to 2007/03/31
by Open Date ; Matterclass: Litigation

<u>Org Level 1</u>	<u>Matter Type</u>	<u>Total Pending Matters</u>	<u>Opened In Range</u>	<u>Closed In Range</u>
Pension Fund				
	HR-IR	1	0	0
	Litigation/Claim	1	0	1
		<u>2</u>	<u>0</u>	<u>1</u>
Radio Francaise				
	Copyright	0	0	2
	Litigation/Claim	3	2	0
		<u>3</u>	<u>2</u>	<u>2</u>
Risk Management Corporate				
	Litigation/Claim	2	0	1
		<u>2</u>	<u>0</u>	<u>1</u>
Television Francaise				
	Access to information	0	0	1
	Copyright	1	1	1
	Litigation/Claim	19	10	14
	Search Warrant	0	0	1
		<u>20</u>	<u>11</u>	<u>17</u>
		195	64	81

Matter Count Report

by Org Level 1

Date Range: 2006/04/01 to 2007/03/31

by Open Date ; Matterclass: Claim

<u>Org Level 1</u>	<u>Matter Type</u>	<u>Total Pending Matters</u>	<u>Opened In Range</u>	<u>Closed In Range</u>
Administration Law Dptm	HR-IR	1	1	0
		<hr/>	<hr/>	<hr/>
		1	1	0
CTO - Engineering	Contracts/Commercial	1	0	0
		<hr/>	<hr/>	<hr/>
		1	0	0
English TV	Health & Safety	1	0	0
	Litigation/Claim	2	3	1
		<hr/>	<hr/>	<hr/>
		3	3	1
ENM-FNM	Litigation/Claim	0	0	1
		<hr/>	<hr/>	<hr/>
		0	0	1
ER-ETV-ENM	Litigation/Claim	1	1	0
		<hr/>	<hr/>	<hr/>
		1	1	0
Finances Corporate	Litigation/Claim	1	0	0
	Risk Management	2	0	0
		<hr/>	<hr/>	<hr/>
		3	0	0

Matter Count Report

by Org Level 1

Date Range: 2006/04/01 to 2007/03/31

by Open Date ; Matterclass: Claim

<u>Org Level 1</u>	<u>Matter Type</u>	<u>Total Pending Matters</u>	<u>Opened In Range</u>	<u>Closed In Range</u>
Galaxie	Litigation/Claim	0	0	1
		0	0	1
Head Office	Trademarks	1	0	0
		1	0	0
Human Resources (non union)	Health & Safety	0	0	1
	HR-IR	1	0	0
	Litigation/Claim	2	0	0
		3	0	1
Immeubles CBC Properties	Litigation/Claim	1	0	1
		1	0	1
Industrial Relations (union)	Health & Safety	0	0	1
	HR-IR	3	2	2
		3	2	3
Merchandising Division				

Matter Count Report

by Org Level 1

Date Range: 2006/04/01 to 2007/03/31

by Open Date ; Matterclass: Claim

<u>Org Level 1</u>	<u>Matter Type</u>	<u>Total Pending Matters</u>	<u>Opened In Range</u>	<u>Closed In Range</u>
	Litigation/Claim	0	1	1
		0	1	1
Pension Fund	Benefits	3	1	0
	Litigation/Claim	2	0	0
		5	1	0
Radio Francaise	Copyright	0	0	1
		0	0	1
Risk Management Corporate	Litigation/Claim	2	1	0
	Risk Management	2	0	0
		4	1	0
Television Francaise	Copyright	0	0	2
	Litigation/Claim	2	1	1
		2	1	3
		28	11	13

Onglet II

Tab II

Matter Count Report

by Matter Type

Date Range: 2006/04/01 to 2007/03/31
by Open Date ; Matterclass: Litigation

<u>Matter Type</u>	<u>Sub-Type</u>	<u>Total Pending Matters</u>	<u>Opened In Range</u>	<u>Closed In Range</u>
Access to information				
	Federal	1	0	0
	Provincial	2	0	1
		<u>3</u>	<u>0</u>	<u>1</u>
Contracts/Commercial				
	Other	0	1	1
		<u>0</u>	<u>1</u>	<u>1</u>
Contracts/Programming				
	Broadcast rights	1	1	0
		<u>1</u>	<u>1</u>	<u>0</u>
Copyright				
	Collectives	1	0	0
	Complaints/Infringement	3	2	3
	Tariffs	12	2	3
		<u>16</u>	<u>4</u>	<u>6</u>
Health & Safety				
	Advice	1	0	0
		<u>1</u>	<u>0</u>	<u>0</u>
HR-IR				
	Action	3	1	4
	Advice	3	3	2
	Complaint	12	6	14
	Grievance	5	1	9
		<u>23</u>	<u>11</u>	<u>29</u>

Matter Count Report

by Matter Type

Date Range: 2006/04/01 to 2007/03/31
by Open Date ; Matterclass: Litigation

<u>Matter Type</u>	<u>Sub-Type</u>	<u>Total Pending Matters</u>	<u>Opened In Range</u>	<u>Closed In Range</u>
Litigation/Claim				
	Access to Information	3	1	2
	Accounts	3	2	2
	Breach of contract	9	2	3
	Copyright infringement	10	4	4
	Damages/Torts	4	0	4
	Defamation	69	15	7
	Health & Safety	6	5	0
	Other	29	7	7
	Publication Ban	10	7	6
	Taxes	5	2	3
		<u>148</u>	<u>45</u>	<u>38</u>
Policy/Advocacy				
	General Advice	1	0	0
		<u>1</u>	<u>0</u>	<u>0</u>
Program Calls				
	General Advice	0	0	1
		<u>0</u>	<u>0</u>	<u>1</u>
Search Warrant				
	General	0	0	1
		<u>0</u>	<u>0</u>	<u>2</u>
		0	0	3
Subpoena				
	Contestation	0	0	1
	Protection of Sources	0	0	1

Matter Count Report

by Matter Type

Date Range: 2006/04/01 to 2007/03/31
 by Open Date ; Matterclass: Litigation

<u>Matter Type</u>	<u>Sub-Type</u>	Total Pending	Opened In	Closed In
		Matters	Range	Range
		0	0	2
Trademarks				
	Trade-mark oppositions	2	2	0
		2	2	0
		195	64	81

Matter Count Report

by Matter Type

Date Range: 2006/04/01 to 2007/03/31

by Open Date ; Matterclass: Claim

Matter Type	Sub-Type	Total Pending	Opened In	Closed In
		Matters	Range	Range
Benefits				
	Pension	3	1	0
		<u>3</u>	<u>1</u>	<u>0</u>
Contracts/Commercial				
	Other	1	0	0
		<u>1</u>	<u>0</u>	<u>0</u>
Copyright				
	Complaints/Infringement	0	0	3
		<u>0</u>	<u>0</u>	<u>3</u>
Health & Safety				
	Advice	0	0	1
		<u>1</u>	<u>0</u>	<u>1</u>
		1	0	2
HR-IR				
	Action	1	1	0
	Complaint	4	2	2
		<u>5</u>	<u>3</u>	<u>2</u>
Litigation/Claim				
	Accounts	2	0	0
	Breach of contract	2	1	1
	Copyright infringement	0	1	3
	Damages/Torts	3	2	1
	Other	6	3	1

Matter Count Report

by Matter Type

Date Range: 2006/04/01 to 2007/03/31

by Open Date ; Matterclass: Claim

<u>Matter Type</u>	<u>Sub-Type</u>	Total Pending Matters	Opened In Range	Closed In Range
		13	7	6
Risk Management				
	Insurance claim	4	0	0
		4	0	0
Trademarks				
	Trade-mark oppositions	1	0	0
		1	0	0
		28	11	13

Matter Count Report

by Matter Sub-Type

Date Range: 2006/04/01 to 2007/03/31
by Open Date ; Matterclass: Litigation ; Compensatory:

s.23

<u>Matter Sub-Type</u>	<u>Total Pending Matters</u>	<u>Opened In Range</u>	<u>Closed In Range</u>
Copyright / Complaints/Infringement	1	1	1
Litigation/Clai / Breach of contract	2	0	0
Litigation/Clai / Copyright infringement	1	0	0
Litigation/Clai / Damages/Torts	1	0	1
Litigation/Clai / Defamation	11	3	3
Litigation/Clai / Other	1	0	0
<u>Litigation/Clai / Taxes</u>	<u>1</u>	<u>0</u>	<u>0</u>
7 Items	18	4	5

Matter Count Report

s.23

by Matter Sub-Type

Date Range: 2006/04/01 to 2007/03/31
by Open Date ; Matterclass: Litigation ; Compensatory: from

<u>Matter Sub-Type</u>	<u>Total Pending Matters</u>	<u>Opened In Range</u>	<u>Closed In Range</u>
Litigation/Clai / Breach of contract	1	0	0
Litigation/Clai / Copyright infringement	1	0	0
Litigation/Clai / Defamation	28	4	2
<u>Litigation/Clai / Other</u>	<u>1</u>	<u>0</u>	<u>0</u>
4 Items	31	4	2

Matter Count Report

by Matter Sub-Type

s.23

Date Range: 2006/04/01 to 2007/03/31
by Open Date ; Matterclass: Claim ; Compensatory: from \$

<u>Matter Sub-Type</u>	<u>Total Pending Matters</u>	<u>Opened In Range</u>	<u>Closed In Range</u>
<u>Risk Management / Insurance claim</u>	1	0	0
1 Item	1	0	0

Onglet III

Tab III

Matter List Report

Status: Open ; Open Date: up to 2007/03/31 ; Matterclass: Litigation ; Mattersubtype: Copyright/Tariffs

<u>Matter Name</u>	<u>Matter No</u>	<u>Open Date</u>	<u>Matter Type</u>	<u>In-House Lawyer</u>	<u>Org Level 1</u>	<u>Org Level 2</u>	<u>Status</u>
Tarif 1.C/NRCC/Opposition (2006-2007)	2006-00173	2005/06/30	Copyright	Carbonneau, Chantal	ER-FR	General	Open
Tarif 16/SOCAN/Opposition (2004)	2004-00522	2004/03/17	Copyright	Carbonneau, Chantal	Galaxie	General	Open
Tarif 17.A/SOCAN/Opposition	2001-00695	2000/07/11	Copyright	Carbonneau, Chantal	ETV-FTV	News	Open
Tarif 2/NRCC-Galaxie/Opposition (2007-2	2007-00056	2006/05/18	Copyright	Carbonneau, Chantal	Galaxie	General	Open
Tarif 22/SOCAN/Opposition (2)	2007-00085	2006/05/31	Copyright	Carbonneau, Chantal	ENM-FNM	General	Open
Tarif/CMRRA-SODRAC/Services en ligne	2005-00104	2004/06/21	Copyright	Carbonneau, Chantal	Galaxie	General	Open
Tarif/Copie Privée/Opposition (2005)	2005-00007	2004/04/20	Copyright	Carbonneau, Chantal	Head Office	General	Open
Tarif/Copie Privée/Opposition (2006)	2006-00156	2005/06/14	Copyright	Carbonneau, Chantal	Head Office	General	Open
Tarif/CRRA/Radio/Current	2003-00109	2002/05/23	Copyright	Carbonneau, Chantal	CRRA	Canada only	Open
Tarif/CRRA/Television/Current	2003-00117	2002/05/23	Copyright	Carbonneau, Chantal	CRRA	Canada only	Open
Tarif/SOCAN-Radio/Opposition (2006-200	2006-00157	2005/06/14	Copyright	Carbonneau, Chantal	ER-FR	General	Open
Tarif/SOCAN-TV/Opposition	2004-00563	2001/05/17	Copyright	Carbonneau, Chantal	ETV-FTV	General	Open

12 Matters

Onglet IV

Tab IV

Matter List Report

s.23

by Org Level 1

Status: Open ; Matterclass: Litigation ; Casevalue:

<u>Matter Name</u>	<u>Matter No</u>	<u>Open Date</u>	<u>Matter Type</u>	<u>Sub-Type</u>	<u>In-House Law Org Level 2</u>	<u>Status</u>
Org Level 1:			English New Media			
				Defamation	Hughes, Mich General	Open
Org Level 1:			English TV			
				Defamation	Henry, Danny Ex. Dir., TV (Open
				Other	Cody-Rice, Ex General	Open
Org Level 1:			Television Francaise			
				Defamation	McSween, Ge Dir. gén. de li	Open

Matter List Report

by Org Level 1

s.23

Status: Open ; Matterclass: Litigation ; Casevalue:

<u>Matter Name</u>	<u>Matter No</u>	<u>Open Date</u>	<u>Matter Type</u>	<u>Sub-Type</u>	<u>In-House Law Org Level 2</u>	<u>Status</u>
Org Level 1:			English Radio			
				Defamation	Hughes, Mich Radio One	Open
				Defamation	Hughes, Mich News	Open
Org Level 1:			English TV			
				Defamation	Henry, Danny Ex. Dir., TV (Open
				Copyright infi	Maywood, Sa Ex. Dir., TV (Open
				Copyright infi	Henry, Danny Ex. Dir., TV (Open
				Defamation	Henry, Danny Ex. Dir., TV (Open
Org Level 1:			ER-ENM			
				Defamation	Henry, Danny General	Open
Org Level 1:			ER-FR			

Matter List Report

s.23

by Org Level 1

Status: Open ; Matterclass: Litigation ; Casevalue:

<u>Matter Name</u>	<u>Matter No</u>	<u>Open Date</u>	<u>Matter Type</u>	<u>Sub-Type</u>	<u>In-House Law Org Level 2</u>	<u>Status</u>
				Tariffs	Carbonneau, (General	Open
				Tariffs	Carbonneau, (General	Open
Org Level 1:	Galaxie					
				Tariffs	Carbonneau, (General	Open
Org Level 1:	Television Francaise					
				Defamation	Gadoury, Sylv Dir. gén - Tél	Open
				Defamation	McSween, Ge Dir. gén. de li	Open

Matter List Report

s.23

by Org Level 1

Status: Open ; Matterclass: Litigation ; Casevalue:

<u>Matter Name</u>	<u>Matter No</u>	<u>Open Date</u>	<u>Matter Type</u>	<u>Sub-Type</u>	<u>In-House Lawyer</u>	<u>Status</u>
Org Level 1:	ETV-ER			Defamation	Cody-Rice, Edith	Open
Org Level 1:	Finances Corporate			Taxes	Gadoury, Sylvie	Open
Org Level 1:	Immeubles CBC Properties			Damages/Tort Taxes	Harvie, Judith Gadoury, Sylvie	Open Open
Org Level 1:	Radio Francaise			Defamation	Harvie, Judith	Open

Matter List Report

s.23

by Org Level 1

Status: Open ; Matterclass: Litigation ; Casevalue: from

<u>Matter Name</u>	<u>Matter No</u>	<u>Open Date</u>	<u>Matter Type</u>	<u>Sub-Type</u>	<u>In-House Law Org Level 2</u>	<u>Status</u>
Org Level 1:	ENM-FNM					
				Tariffs	Carboneau, (General	Open
Org Level 1:	ER-FR					
				Collectives	Carboneau, (General	Open
Org Level 1:	Immeubles CBC Properties					
				Taxes	Gadoury, Sylv General	Open

Matter List Report

s.23

by Org Level 1

Status: Open ; Matterclass: Claim ; Casevalue:

<u>Matter Name</u>	<u>Matter No</u>	<u>Open Date</u>	<u>Matter Type</u>	<u>Sub-Type</u>	<u>In-House Law Org Level 2</u>	<u>Status</u>
Org Level 1:			CTO - Engineering			
				Other	Cody-Rice, Et General	Open
Org Level 1:			Risk Management Corporate			
				Insurance clai	Cody-Rice, Et General	Open

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Tab V

Matter Disposition Report

by Org Level 1

Disp Date Range: from 2006/04/01 up to 2007/03/31 ; Matterclass: Litigation

<u>Matter Name</u>	<u>Matter No</u>	<u>Close Date</u>	<u>Matter Type</u>	<u>In-House Lawyer</u>	<u>How Disposed</u>	<u>Disp Amt</u>	<u>Inv Total</u>	<u>Case Total</u>
Org Level 1:	CRRA				s.23			
<u>CLOSED CRRA/Small Sys</u> 1 Matter	2003-00112	2007/03/28	Litigation/Claim	Nollet, Pierre	Other			
Org Level 1:	English Radio							
<u>CLOSED Jonathan Case/Ac</u>	2005-00452	2007/03/06	Litigation/Claim	Henry, Danny	Other			
<u>CLOSED Mayhew and Assr</u>	2007-00083	2007/02/26	Contracts/Commercial	McWilliams, San	Discontinued			
<u>CLOSED William Ireland/P</u>	2006-00208	2007/02/28	Litigation/Claim	Maywood, Sarah	Other			
<u>LIT/Nova Scotia Utility Bo</u>	2005-00467		Litigation/Claim	Cody-Rice, Edith	Other			
<u>Twinn, Walter P. v. Tor Sur</u> 5 Matters	2001-00153		Litigation/Claim	Hughes, Michael	Settled			
Org Level 1:	English TV							
<u>Abrams, Keefe, Pembroke I</u>	2007-00215		Litigation/Claim	Cody-Rice, Edith	Settled			
<u>AIMaghrib Institute Vs CBC</u>	2007-00152		Litigation/Claim	Cody-Rice, Edith	Dismissed			
<u>CLOSED CBC Vs Cr�ation</u>	2006-00227	2007/02/15	Litigation/Claim	McSween, Genev	Verdict for Plf.			
<u>CLOSED Dee Gilchrist/Sub</u>	2006-00316	2007/03/06	Subpoena	Henry, Danny	Dismissed			
<u>CLOSED Edmonds v OLG</u>	2007-00158	2007/03/06	Litigation/Claim	Henry, Danny	Dismissed			
<u>CLOSED Griffin v. Charlot</u>	2005-00148	2007/03/06	Subpoena	Henry, Danny	Other			
<u>CLOSED Ianno v CBC/Def</u>	2007-00161	2007/03/06	Litigation/Claim	Henry, Danny	Discontinued			

Matter Disposition Report

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by Org Level 1

Disp Date Range: from 2006/04/01 up to 2007/03/31 ; Matterclass: Litigation

<u>Matter Name</u>	<u>Matter No</u>	<u>Close Date</u>	<u>Matter Type</u>	<u>In-House Lawyer</u>	<u>How Disposed</u>	<u>Disp Amt</u>	<u>Inv Total</u>	<u>Case Total</u>
CLOSED Israel Tax	2006-00144	2007/02/15	Litigation/Claim	Robinson, Kevin	Settled			
CLOSED R v. Karubin/Acc	2006-00428	2007/03/06	Litigation/Claim	Henry, Danny	Other			
CLOSED R.v Buckingham/	2007-00118	2007/03/06	Litigation/Claim	Henry, Danny	Other			
CLOSED Rayner/Publicatic	2006-00543	2006/10/26	Litigation/Claim	Cody-Rice, Edith	Other			
CLOSED Reodical/911 Tap	2007-00053	2007/03/08	Litigation/Claim	Maywood, Sarah	Perm. Denied			
GUBA.com/Copyright/Infri	2007-00121		Copyright	McWilliams, San	Other			
Kenneth MacLean v CBC	2005-00138		Litigation/Claim	Henry, Danny	Settled			
Lit'n/CBC v. R (Almalki Se:	2004-00313		Litigation/Claim	Cody-Rice, Edith	Other			
Litigation/Steve Thomson v	2006-00236		Litigation/Claim	Cody-Rice, Edith	Other			

16 Matters

Org Level 1: ER-ENM

<u>Tracey Foster v CBC, Morit</u>	2007-00190		Litigation/Claim	Henry, Danny	Discontinued			
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1 Matter

Org Level 1: ER-ETV-ENM

<u>CLOSED CIRB Complaint/</u>	2006-00295	2007/02/15	HR-IR	Robinson, Kevin	Other			
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1 Matter

Org Level 1: ER-FR

CLOSED Tarif/CMRRA-SC	2006-00158	2007/03/30	Copyright	Carbonneau, Cha	Other			
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Matter Disposition Report

s.23

by Org Level 1

Disp Date Range: from 2006/04/01 up to 2007/03/31 ; Matterclass: Litigation

<u>Matter Name</u>	<u>Matter No</u>	<u>Close Date</u>	<u>Matter Type</u>	<u>In-House Lawyer</u>	<u>How Disposed</u>	<u>Disp Amt</u>	<u>Inv Total</u>	<u>Case Total</u>
1 Matter						-		
Org Level 1:	ETV-ER							
CLOSED R. v Royal Group	2006-00345	2007/03/06	Search Warrant	Henry, Danny	Other			
CLOSED R. v Lang (Tobar	2006-00346	2007/01/24	Litigation/Claim	Maywood, Sarah	Other	-		
2 Matters								
Org Level 1:	ETV-FTV							
CLOSED Litige/Volkswage	2005-00514	2006/04/10	Litigation/Claim	Spry, Jeremy	Settled	-		
1 Matter								
Org Level 1:	Finances Corporate							
Estate of Bruce Cummer - 2	2003-00178		Litigation/Claim	Cody-Rice, Edith	Verdict for Plf.	-		
1 Matter								
Org Level 1:	FTV-ETV-ER-FR-ENM-FRNM							
Lit'n /Ottawa Citizen / Searc	2004-00446		Litigation/Claim	Cody-Rice, Edith	Perm. Granted			
Lit'n/R v Bryan (interventio	2006-00381		Litigation/Claim	Henry, Danny	Other			

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Matter Disposition Report

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by Org Level 1

Disp Date Range: from 2006/04/01 up to 2007/03/31 ; Matterclass: Litigation

<u>Matter Name</u>	<u>Matter No</u>	<u>Close Date</u>	<u>Matter Type</u>	<u>In-House Lawyer</u>	<u>How Disposed</u>	<u>Disp Amt</u>	<u>Inv Total</u>	<u>Case Total</u>
<u>Litigation/Parrish Murder C</u> 3 Matters	2004-00531		Litigation/Claim	Cody-Rice, Edith	Other	—		
Org Level 1:	FTV-FR							
<u>Litige/Daniel Chabot (Raëli)</u> 1 Matter	2006-00319		Litigation/Claim	McSween, Genev	Verdict for Def.	—		
Org Level 1:	FTV-FR-ETV-ER-							
<u>CLOSED Gen Adv/Commis</u> Litigation/Maher Arar/Inqui	2005-00316	2006/06/30	Program Calls	Gadoury, Sylvie	Other			
<u>Litige/Règles de pratique-C.</u> 3 Matters	2005-00447		Litigation/Claim	Cody-Rice, Edith	Other			
	2005-00453		Litigation/Claim	Gadoury, Sylvie	Verdict for Def.	—		
Org Level 1:	Galaxie							
<u>CLOSED Tarif/CMRRA/Se</u> 1 Matter	2003-00343	2007/02/22	Copyright	Reinhardt, Isabel	Settled			
Org Level 1:	Head Office							

Matter Disposition Report

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by Org Level 1

Disp Date Range: from 2006/04/01 up to 2007/03/31 ; Matterclass: Litigation

Matter Name	Matter No	Close Date	Matter Type	In-House Lawyer	How Disposed	Disp Amt	Inv Total	Case Total
CBC v. New Brunswick Brc 1 Matter	2000-00048		Litigation/Claim	Cody-Rice, Edith	Dismissed	—		

Org Level 1: Human Resources (non union)

CLOSED Appel CLP/Chant	2005-00124	2007/02/22	HR-IR	Facchin, Linda	Verdict for Def.			
CLOSED Appel CLP/Claud	2006-00130	2007/02/22	HR-IR	Facchin, Linda	Settled			
CLOSED Appel CLP/Édith	2005-00161	2007/02/22	HR-IR	Facchin, Linda	Settled			
CLOSED Appel CLP/Maur	2004-00475	2005/05/25	HR-IR	Nollet, Pierre	Settled			
CLOSED Appel CLP/Serge	2005-00480	2007/02/22	HR-IR	Facchin, Linda	Settled			
CLOSED Claim/Employee	2004-00419	2004/10/29	HR-IR	Nollet, Pierre	Other			
CLOSED CSST - Chantal T	2003-00495	2005/05/25	HR-IR	Nollet, Pierre	Verdict for Def.			
CLOSED CSST - Jean Lem	2003-00493	2007/02/22	HR-IR	Facchin, Linda	Discontinued			
CLOSED CSST - Lise D'A	2003-00489	2007/02/22	HR-IR	Facchin, Linda	Discontinued			
CLOSED CSST - Monique	2004-00045	2007/02/22	HR-IR	Facchin, Linda	Discontinued			
CLOSED CSST - Rhéal Rol	2003-00494	2007/02/22	HR-IR	Facchin, Linda	Settled			
CLOSED Employee No 14	2003-00639	2007/03/31	HR-IR	Facchin, Linda	Settled			
CLOSED Henderson/Huma	2006-00093	2007/03/30	Litigation/Claim	Robinson, Kevin	Dismissed			
CLOSED Human Rights Co	2006-00538	2007/02/22	Litigation/Claim	Facchin, Linda	Settled			
CLOSED Plainte CCDP/Ly	2007-00016	2007/02/22	HR-IR	Facchin, Linda	Settled			
Human Rights Complaint/N	2006-00149		Policy/Advocacy	Cody-Rice, Edith	Dismissed			
LIT/Daniel Sadi v CBC/Jud	2006-00533		Litigation/Claim	Cody-Rice, Edith	Dismissed	—		

17 Matters

Org Level 1: Immeubles CBC Properties

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Matter Disposition Report

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by Org Level 1

Disp Date Range: from 2006/04/01 up to 2007/03/31 ; Matterclass: Litigation

<u>Matter Name</u>	<u>Matter No</u>	<u>Close Date</u>	<u>Matter Type</u>	<u>In-House Lawyer</u>	<u>How Disposed</u>	<u>Disp Amt</u>	<u>Inv Total</u>	<u>Case Total</u>
CLOSED Évaluation mun. :	2006-00089	2006/09/29	Litigation/Claim	Gadoury, Sylvie	Other			
CLOSED Taxes d'eau 2006/	2006-00470	2007/02/22	Litigation/Claim	Gadoury, Sylvie	Settled			
2 Matters								

Org Level 1: Industrial Relations (union)

CLOSED Appel/Décision C	2005-00552	2007/03/31	HR-IR	Facchin, Linda	Discontinued			
CLOSED AR/transfert accr	2004-00431	2007/03/31	HR-IR	Facchin, Linda	Other			
CLOSED Contrôle jud/Déci	2005-00020	2007/03/31	Litigation/Claim	Facchin, Linda	Discontinued			
CLOSED CSST - Henri Hai	2003-00491	2005/04/13	HR-IR	Nollet, Pierre	Discontinued			
CLOSED Guilde canadienn	2006-00292	2007/03/31	HR-IR	Facchin, Linda	Settled			
CLOSED Labour/ULP/Fall:	2005-00443	2006/06/14	HR-IR	Robinson, Kevin	Settled			
CLOSED Plainte CCRI/C. 1	2005-00409	2007/03/31	HR-IR	Facchin, Linda	Settled			
CLOSED Plainte CCT/Clau	2005-00160	2007/03/31	HR-IR	Facchin, Linda	Settled			
CLOSED Révision décision	2004-00523	2007/03/31	HR-IR	Facchin, Linda	Settled			
CLOSED Révision des accr	2001-00803	2006/06/29	HR-IR	Vezina, Jacques	Other			
CLOSED SCRC-Grief M-11	2004-00392	2007/01/24	HR-IR	Facchin, Linda	Discontinued			
CLOSED SCRC-Grief M-11	2006-00385	2007/01/24	HR-IR	Facchin, Linda	Discontinued			
CLOSED SCRC-Grief M-11	2004-00398	2007/01/24	HR-IR	Facchin, Linda	Arb Award Aga			
CLOSED SCRC/Grief M-11	2004-00474	2007/03/31	HR-IR	Facchin, Linda	Discontinued			
CLOSED SCRC/Grief M-8:	2004-00397	2007/03/31	HR-IR	Facchin, Linda	Settled			
CLOSED SCRC/Grief M-9	2003-00522	2007/03/31	HR-IR	Facchin, Linda	Settled			
CLOSED SCRC/Lockout/R	2006-00294	2007/03/31	HR-IR	Facchin, Linda	Settled			
CLOSED Section 18.1-Fusi	2001-00817	2007/03/31	HR-IR	Facchin, Linda	Arb Award Aga			
CLOSED STARF - Mise en	2006-00433	2007/02/22	HR-IR	Facchin, Linda	Settled			

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Matter Disposition Report

by Org Level 1

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Disp Date Range: from 2006/04/01 up to 2007/03/31 ; Matterclass: Litigation

<u>Matter Name</u>	<u>Matter No</u>	<u>Close Date</u>	<u>Matter Type</u>	<u>In-House Lawyer</u>	<u>How Disposed</u>	<u>Disp Amt</u>	<u>Inv Total</u>	<u>Case Total</u>
Org Level 1: Mobile Division								
<u>CLOSED Droit d'accès&d'e</u> 1 Matter	2005-00322	2006/07/27	Litigation/Claim	Malo, Stéphanie	Other	---		
Org Level 1: New Media - DO NOT USE								
<u>CLOSED Martin and Magn</u> 1 Matter	2002-00506	2005/04/15	Litigation/Claim	Hughes, Michael	Other	---		
Org Level 1: Pension Fund								
Claim/Employee No 16/Dis: 2005-00300			HR-IR	Nollet, Pierre	Settled			
<u>CLOSED Roberge v. CBC/1</u> 2 Matters	2005-00516	2006/10/26	Litigation/Claim	Cody-Rice, Edith	Dismissed	---		
Org Level 1: Radio Francaise								
<u>CLOSED SRC c. Genex Co</u>	2005-00238	2007/03/31	Copyright	Carbonneau, Cha	Other			
<u>CLOSED SRC c. Yahoo!</u> 2 Matters	2004-00455	2007/02/22	Copyright	Reinhardt, Isabel	Other	---		

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Matter Disposition Report

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by Org Level 1

Disp Date Range: from 2006/04/01 up to 2007/03/31 ; Matterclass: Litigation

<u>Matter Name</u>	<u>Matter No</u>	<u>Close Date</u>	<u>Matter Type</u>	<u>In-House Lawyer</u>	<u>How Disposed</u>	<u>Disp Amt</u>	<u>Inv Total</u>	<u>Case Total</u>
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Org Level 1: Risk Management Corporate

<u>Risk Mgt/Greenwater Towe</u>	2005-00302		Litigation/Claim	Cody-Rice, Edith	Settled			
1 Matter								

Org Level 1: Television Francaise

Claim/Jorge Giraldo/Police	2006-00452		Litigation/Claim	Cody-Rice, Edith	Other			
CLOSED Chénier Vs Prod.	2007-00123	2006/10/26	Litigation/Claim	Gadoury, Sylvie	Other			
CLOSED Chloé Ste-Marie c	2006-00126	2007/02/22	Litigation/Claim	Reinhardt, Isabell	Other			
CLOSED Cinar Vs Weinber	2007-00488	2007/03/23	Litigation/Claim	Gadoury, Sylvie	Dismissed			
CLOSED Juste pour rire TV	2006-00411	2007/02/22	Litigation/Claim	Reinhardt, Isabell	Other			
CLOSED Léon Mugesera c.	2001-00338	2006/06/30	Litigation/Claim	Gadoury, Sylvie	Discontinued			
CLOSED Litige/La Reine c	2005-00455	2005/05/11	Litigation/Claim	Gadoury, Sylvie	Other			
CLOSED Rajiv Rajan/Ordo	2007-00416	2007/03/23	Litigation/Claim	Beaugé, Kathleen	Other			
CLOSED SRC c. CVMQ/M	2004-00426	2007/03/31	Search Warrant	Gadoury, Sylvie	Other			
CLOSED SRC c. Gilles E.N	2006-00448	2006/09/29	Litigation/Claim	Gadoury, Sylvie	Other			
CLOSED SRC c. Laser Qua	2006-00109	2006/10/26	Litigation/Claim	McSween, Genev	Settled			
CLOSED SRC c. Production	2007-00003	2007/02/15	Litigation/Claim	McSween, Genev	Verdict for Plf.			
Human Rights Complaint -	2003-00663		Litigation/Claim	Cody-Rice, Edith	Settled			
LIT/Paul Fortin c. SRC, Fra	2001-00275		Litigation/Claim	Gadoury, Sylvie	Settled			
SRC c. ArtPlus Film TV Pr	2007-00075		Litigation/Claim	McSween, Genev	Verdict for Plf.			

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Matter Disposition Report

by Matter Type

Disp Date Range: from 2006/04/01 up to 2007/03/31 ; Matterclass: Litigation

<u>Matter Name</u>	<u>Matter No</u>	<u>Close Date</u>	<u>Sub-Type</u>	<u>In-House Lawyer</u>	<u>How Dispose</u>	<u>Disp Amt</u>	<u>Inv Total</u>	<u>Case Total</u>
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Matter Type: Contracts/Commercial

<u>CLOSED Mayhew and Ass</u>	2007-00083	2007/02/26	Other	McWilliams, Sama	Discontinued			
1 Matter								

Matter Type: Copyright

<u>CLOSED SRC c. Genex Co</u>	2005-00238	2007/03/31	Complaints/Infringement	Carbonneau, Chant	Other			
<u>CLOSED SRC c. Yahoo! in</u>	2004-00455	2007/02/22	Complaints/Infringement	Reinhardt, Isabelle	Other			
<u>CLOSED Tarif/CMRRA-SC</u>	2006-00158	2007/03/30	Tariffs	Carbonneau, Chant	Other			
<u>CLOSED Tarif/CMRRA/Se</u>	2003-00343	2007/02/22	Tariffs	Reinhardt, Isabelle	Settled			
<u>GUBA.com/Copyright/Infri</u>	2007-00121		Complaints/Infringement	McWilliams, Sama	Other			
5 Matters								

Matter Type: HR-IR

<u>Claim/Employee No 16/Dis</u>	2005-00300		Action	Nollet, Pierre	Settled			
<u>CLOSED Appel CLP/Chant</u>	2005-00124	2007/02/22	Complaint	Facchin, Linda	Verdict for Def.			
<u>CLOSED Appel CLP/Claud</u>	2006-00130	2007/02/22	Complaint	Facchin, Linda	Settled			
<u>CLOSED Appel CLP/Édith</u>	2005-00161	2007/02/22	Complaint	Facchin, Linda	Settled			
<u>CLOSED Appel CLP/Maur.</u>	2004-00475	2005/05/25	Complaint	Nollet, Pierre	Settled			
<u>CLOSED Appel CLP/Serge</u>	2005-00480	2007/02/22	Complaint	Facchin, Linda	Settled			
<u>CLOSED Appel/Décision C</u>	2005-00552	2007/03/31	Complaint	Facchin, Linda	Discontinued			

Matter Disposition Report

by Matter Type

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Disp Date Range: from 2006/04/01 up to 2007/03/31 ; Matterclass: Litigation

<u>Matter Name</u>	<u>Matter No</u>	<u>Close Date</u>	<u>Sub-Type</u>	<u>In-House Lawyer</u>	<u>How Dispose</u>	<u>Disp Amt</u>	<u>Inv Total</u>	<u>Case Total</u>
CLOSED AR/transfert accr	2004-00431	2007/03/31	Complaint	Facchin, Linda	Other			
CLOSED CIRB Complaint/	2006-00295	2007/02/15	Complaint	Robinson, Kevin	Other			
CLOSED Claim/Employee	2004-00419	2004/10/29	Action	Nollet, Pierre	Other			
CLOSED CSST - Chantal T	2003-00495	2005/05/25	Grievance	Nollet, Pierre	Verdict for D			
CLOSED CSST - Henri Hai	2003-00491	2005/04/13	Grievance	Nollet, Pierre	Discontinued			
CLOSED CSST - Jean Lem	2003-00493	2007/02/22	Grievance	Facchin, Linda	Discontinued			
CLOSED CSST - Lise D'At	2003-00489	2007/02/22	Grievance	Facchin, Linda	Discontinued			
CLOSED CSST - Monique	2004-00045	2007/02/22	Complaint	Facchin, Linda	Discontinued			
CLOSED CSST - Rhéal Rol	2003-00494	2007/02/22	Grievance	Facchin, Linda	Settled			
CLOSED Employee No 14	2003-00639	2007/03/31	Complaint	Facchin, Linda	Settled			
CLOSED Guilde canadienn	2006-00292	2007/03/31	Action	Facchin, Linda	Settled			
CLOSED Labour/ULP/Fall	2005-00443	2006/06/14	Complaint	Robinson, Kevin	Settled			
CLOSED Plainte CCDP/Ly	2007-00016	2007/02/22	Complaint	Facchin, Linda	Settled			
CLOSED Plainte CCRI/C.	2005-00409	2007/03/31	Complaint	Facchin, Linda	Settled			
CLOSED Plainte CCT/Clau	2005-00160	2007/03/31	Complaint	Facchin, Linda	Settled			
CLOSED Révision décision	2004-00523	2007/03/31	Complaint	Facchin, Linda	Settled			
CLOSED Révision des accr	2001-00803	2006/06/29	Action	Vezina, Jacques	Other			
CLOSED SCRC-Grief M-11	2004-00392	2007/01/24	Grievance	Facchin, Linda	Discontinued			
CLOSED SCRC-Grief M-11	2006-00385	2007/01/24	Grievance	Facchin, Linda	Discontinued			
CLOSED SCRC-Grief M-11	2004-00398	2007/01/24	Grievance	Facchin, Linda	Arb Award A			
CLOSED SCRC/Grief M-11	2004-00474	2007/03/31	Grievance	Facchin, Linda	Discontinued			
CLOSED SCRC/Grief M-8	2004-00397	2007/03/31	Grievance	Facchin, Linda	Settled			
CLOSED SCRC/Grief M-9	2003-00522	2007/03/31	Grievance	Facchin, Linda	Settled			
CLOSED SCRC/Lockout/R	2006-00294	2007/03/31	Action	Facchin, Linda	Settled			
CLOSED Section 18.1-Fusi	2001-00817	2007/03/31	Action	Facchin, Linda	Arb Award A			
CLOSED STARF - Mise en	2006-00433	2007/02/22	Advice	Facchin, Linda	Settled			

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Matter Disposition Report

by Matter Type

Disp Date Range: from 2006/04/01 up to 2007/03/31 ; Matterclass: Litigation

<u>Matter Name</u>	<u>Matter No</u>	<u>Close Date</u>	<u>Sub-Type</u>	<u>In-House Lawyer</u>	<u>How Dispose</u>	<u>Disp Amt</u>	<u>Inv Total</u>	<u>Case Total</u>
Matter Type:	Litigation/Claim							
Abrams, Keefe, Pembroke I	2007-00215		Defamation	Cody-Rice, Edith	Settled			
AlMaghrib Institute Vs CBC	2007-00152		Defamation	Cody-Rice, Edith	Dismissed			
CBC v. New Brunswick Br	2000-00048		Breach of contract	Cody-Rice, Edith	Dismissed			
Claim/Jorge Giraldo/Police	2006-00452		Other	Cody-Rice, Edith	Other			
CLOSED CBC Vs Création	2006-00227	2007/02/15	Accounts	McSween, Genevieve	Verdict for Pl			
CLOSED Chénier Vs Prod.	2007-00123	2006/10/26	Breach of contract	Gadoury, Sylvie	Other			
CLOSED Chloé Ste-Marie c	2006-00126	2007/02/22	Copyright infringement	Reinhardt, Isabelle	Other			
CLOSED Cinar Vs Weinber	2007-00488	2007/03/23	Publication Ban	Gadoury, Sylvie	Dismissed			
CLOSED Contrôle jud/Déci	2005-00020	2007/03/31	Other	Facchin, Linda	Discontinued			
CLOSED CRRA/Small Sys	2003-00112	2007/03/28	Copyright infringement	Nollet, Pierre	Other			
CLOSED Droit d'accès&d'e	2005-00322	2006/07/27	Damages/Torts	Malo, Stéphanie	Other			
CLOSED Edmonds v OLG	2007-00158	2007/03/06	Other	Henry, Danny	Dismissed			
CLOSED Évaluation mun. 2	2006-00089	2006/09/29	Other	Gadoury, Sylvie	Other			
CLOSED Henderson/Huma	2006-00093	2007/03/30	Other	Robinson, Kevin	Dismissed			
CLOSED Human Rights Co	2006-00538	2007/02/22	Other	Facchin, Linda	Settled			
CLOSED Ianno v CBC/Def	2007-00161	2007/03/06	Defamation	Henry, Danny	Discontinued			
CLOSED Israel Tax	2006-00144	2007/02/15	Taxes	Robinson, Kevin	Settled			
CLOSED Jonathan Case/Ac	2005-00452	2007/03/06	Access to Information	Henry, Danny	Other			
CLOSED Juste pour rire TV	2006-00411	2007/02/22	Copyright infringement	Reinhardt, Isabelle	Other			
CLOSED Léon Mugesera c.	2001-00338	2006/06/30	Defamation	Gadoury, Sylvie	Discontinued			
CLOSED Litige/La Reine c	2005-00455	2005/05/11	Publication Ban	Gadoury, Sylvie	Other			
CLOSED Litige/Volkswage	2005-00514	2006/04/10	Breach of contract	Spry, Jeremy	Settled			
CLOSED Martin and Magn	2002-00506	2005/04/15	Defamation	Hughes, Michael	Other			
CLOSED R v. Karubin/Acc	2006-00428	2007/03/06	Other	Henry, Danny	Other			

Matter Disposition Report

by Matter Type

s.23

Disp Date Range: from 2006/04/01 up to 2007/03/31 ; Matterclass: Litigation

<u>Matter Name</u>	<u>Matter No</u>	<u>Close Date</u>	<u>Sub-Type</u>	<u>In-House Lawyer</u>	<u>How Dispose</u>	<u>Disp Amt</u>	<u>Inv Total</u>	<u>Case Total</u>
CLOSED R. v. Lang (Tobac	2006-00346	2007/01/24	Other	Maywood, Sarah	Other			
CLOSED R.v Buckingham/	2007-00118	2007/03/06	Publication Ban	Henry, Danny	Other			
CLOSED Rajiv Rajan/Ordo	2007-00416	2007/03/23	Publication Ban	Beaugé, Kathleen	Other			
CLOSED Rayner/Publicatic	2006-00543	2006/10/26	Publication Ban	Cody-Rice, Edith	Other			
CLOSED Reodical/911 Tap	2007-00053	2007/03/08	Access to Information	Maywood, Sarah	Perm. Denied			
CLOSED Roberge v. CBC/1	2005-00516	2006/10/26	Damages/Torts	Cody-Rice, Edith	Dismissed			
CLOSED SRC c. Gilles E.N	2006-00448	2006/09/29	Defamation	Gadoury, Sylvie	Other			
CLOSED SRC c. Laser Qua	2006-00109	2006/10/26	Damages/Torts	McSween, Genevieve	Settled			
CLOSED SRC c. Productio	2007-00003	2007/02/15	Accounts	McSween, Genevieve	Verdict for PI			
CLOSED Taxes d'eau 2006,	2006-00470	2007/02/22	Taxes	Gadoury, Sylvie	Settled			
CLOSED William Ireland/P	2006-00208	2007/02/28	Publication Ban	Maywood, Sarah	Other			
Estate of Bruce Cummer - 2	2003-00178		Other	Cody-Rice, Edith	Verdict for PI			
Human Rights Complaint - 1	2003-00663		Other	Cody-Rice, Edith	Settled			
Kenneth MacLean v CBC	2005-00138		Defamation	Henry, Danny	Settled			
Lit'n /Ottawa Citizen / Searc	2004-00446		Other	Cody-Rice, Edith	Perm. Granted			
Lit'n/CBC v. R (Almalki Se:	2004-00313		Access to Information	Cody-Rice, Edith	Other			
Lit'n/R v Bryan (interventio	2006-00381		Publication Ban	Henry, Danny	Other			
LIT/Daniel Sadi v CBC/Jud	2006-00533		Other	Cody-Rice, Edith	Dismissed			
LIT/Nova Scotia Utility Bo:	2005-00467		Other	Cody-Rice, Edith	Other			
LIT/Paul Fortin c. SRC, Fra	2001-00275		Defamation	Gadoury, Sylvie	Settled			
Litigation/Maher Arar/Inqui	2005-00447		Other	Cody-Rice, Edith	Other			
Litigation/Parrish Murder C	2004-00531		Other	Cody-Rice, Edith	Other			
Litigation/Steve Thomson V	2006-00236		Breach of contract	Cody-Rice, Edith	Other			
Litige/Daniel Chabot (Raéli	2006-00319		Other	McSween, Genevieve	Verdict for D.			
Litige/Règles de pratique-C.	2005-00453		Other	Gadoury, Sylvie	Verdict for D.			
Risk Mgt/Greenwater Towe	2005-00302		Other	Cody-Rice, Edith	Settled			
SRC c. ArtPlus Film TV Pro	2007-00075		Accounts	McSween, Genevieve	Verdict for PI			
Tracey Foster v CBC, Morii	2007-00190		Defamation	Henry, Danny	Discontinued			

000252

Matter Disposition Report

s.23

by Matter Type

Disp Date Range: from 2006/04/01 up to 2007/03/31 ; Matterclass: Litigation

<u>Matter Name</u>	<u>Matter No</u>	<u>Close Date</u>	<u>Sub-Type</u>	<u>In-House Lawyer</u>	<u>How Dispose</u>	<u>Disp Amt</u>	<u>Inv Total</u>	<u>Case Total</u>
<u>Twinn, Walter P. v. Tor Sur</u> 53 Matters	2001-00153		Defamation	Hughes, Michael	Settled			
Matter Type:	Policy/Advocacy							
<u>Human Rights Complaint/N.</u> 1 Matter	2006-00149		General Advice	Cody-Rice, Edith	Dismissed			
Matter Type:	Program Calls							
<u>CLOSED Gen Adv/Commis</u> 1 Matter	2005-00316	2006/06/30	General Advice	Gadoury, Sylvie	Other			
Matter Type:	Search Warrant							
<u>CLOSED R. v Royal Group</u> <u>CLOSED SRC c. CVMQ/M</u> 2 Matters	2006-00345	2007/03/06	General	Henry, Danny	Other			
	2004-00426	2007/03/31		Gadoury, Sylvie	Other			
Matter Type:	Subpoena							
<u>CLOSED Dee Gilchrist/Sut</u>	2006-00316	2007/03/06	Contestation	Henry, Danny	Dismissed			

000253

Matter Disposition Report

by Matter Type

s.23

Disp Date Range: from 2006/04/01 up to 2007/03/31 ; Matterclass: Litigation

<u>Matter Name</u>	<u>Matter No</u>	<u>Close Date</u>	<u>Sub-Type</u>	<u>In-House Lawyer</u>	<u>How Dispose</u>	<u>Disp Amt</u>	<u>Inv Total</u>	<u>Case Total</u>
<u>CLOSED Griffin v. Charlot</u>	2005-00148	2007/03/06	Protection of Sources	Henry, Danny	Other	—		
2 Matters								

Matter Disposition Report

by Org Level 1

s.23

Disp Date Range: from 2006/04/01 up to 2007/03/31 ; Matterclass: Claim

<u>Matter Name</u>	<u>Matter No</u>	<u>Close Date</u>	<u>Matter Type</u>	<u>In-House Lawyer</u>	<u>How Dispose</u>	<u>Disp Amt</u>	<u>Inv Total</u>	<u>Case Total</u>
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Org Level 1: English TV

CLOSED - Me moi - Me Too (Child	2002-00630	2002/11/14	Litigation/Claim	Nollet, Pierre	Settled			
CLOSED Morris Vs Morrissey/Tres	2007-00251	2007/01/24	Litigation/Claim	Maywood, Sarah	Settled			

2 Matters

Org Level 1: Finances Corporate

Risk Mgt/Esbers & Nassim/Insuranc	2005-00239		Risk Management	Cody-Rice, Edith	Settled			
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1 Matter

Org Level 1: Galaxie

CLOSED Please Hold Canada/Gala	2005-00309	2006/10/26	Litigation/Claim	Cody-Rice, Edith	Settled			
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1 Matter

Org Level 1: Human Resources (non union)

CLOSED Kay c. Great West (2004)	2004-00237	2007/03/31	Health & Safety	Facchin, Linda	Settled			
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1 Matter

000255

Matter Disposition Report

s.23

by Org Level 1

Disp Date Range: from 2006/04/01 up to 2007/03/31 ; Matterclass: Claim

<u>Matter Name</u>	<u>Matter No</u>	<u>Close Date</u>	<u>Matter Type</u>	<u>In-House Lawyer</u>	<u>How Dispose</u>	<u>Disp Amt</u>	<u>Inv Total</u>	<u>Case Total</u>
Org Level 1:		Immeubles CBC Properties						
CLOSED Claim against Profac-250	2003-00576	2006/03/08	Litigation/Claim	Nollet, Pierre	Settled			
CLOSED Enmax Vs CBC/Edmonton	2005-00153	2007/03/13	Litigation/Claim	Michaud, Martin	Settled	\$		
2 Matters						\$		
Org Level 1:		Industrial Relations (union)						
CLOSED CSST - Jean-François Lévesque	2002-00589	2007/02/22	Health & Safety	Facchin, Linda	Settled			
CLOSED SCRC c SRC/Plainte/négociation	2005-00072	2007/03/31	HR-IR	Facchin, Linda	Settled			
CLOSED SRC c SCRC/Plainte/négociation	2005-00089	2007/03/31	HR-IR	Facchin, Linda	Settled			
3 Matters								
Org Level 1:		Merchandising Division						
CLOSED MiDor/www.midor.biz	2007-00022	2007/01/24	Litigation/Claim	McWilliams, Sama	Discontinued			
CLOSED Novator Systems - Web site	2004-00241	2004/05/14	Litigation/Claim	Nollet, Pierre	Settled			
2 Matters								
Org Level 1:		Risk Management Corporate						
Risk Mgt/Ray Runzer/Insurance-claim	2005-00576		Risk Management	Cody-Rice, Edith	Settled			
1 Matter								

000256

Matter Disposition Report

s.23

by Org Level 1

Disp Date Range: from 2006/04/01 up to 2007/03/31 ; Matterclass: Claim

<u>Matter Name</u>	<u>Matter No</u>	<u>Close Date</u>	<u>Matter Type</u>	<u>In-House Lawyer</u>	<u>How Dispose</u>	<u>Disp Amt</u>	<u>Inv Total</u>	<u>Case Total</u>
Org Level 1:	Television Francaise							
CLOSED - Mise en demeure Roger	2002-00388	2002/03/20	Litigation/Claim	Perrault, Anne-Juli	Discontinued			
CLOSED Plainte-Reportage amiante	2005-00544	2007/03/23	Litigation/Claim	Beaugé, Kathleen	Other			
CLOSED SODRAC/Le monde de C.	2002-00662	2007/03/31	Copyright	Carbonneau, Chant	Other			
CLOSED Video Project	2001-00970	2007/02/22	Copyright	Reinhardt, Isabelle	Other			

4 Matters

000257

Matter Disposition Report

by Matter Type

s.23

Disp Date Range: from 2006/04/01 up to 2007/03/31 ; Matterclass: Claim

<u>Matter Name</u>	<u>Matter No</u>	<u>Close Date</u>	<u>Sub-Type</u>	<u>In-House Lawye</u>	<u>How Dispose</u>	<u>Disp Amt</u>	<u>Inv Total</u>	<u>Case Total</u>
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Matter Type: Copyright

CLOSED SODRAC/Le monde de C	2002-00662	2007/03/31	Complaints/Infringen	Carbonneau, Ch	Other			
CLOSED Video Project	2001-00970	2007/02/22	Complaints/Infringen	Reinhardt, Isabel	Other			
2 Matters								

Matter Type: Health & Safety

CLOSED CSST - Jean-François Lé	2002-00589	2007/02/22		Facchin, Linda	Settled			
CLOSED Kay c. Great West (2004)	2004-00237	2007/03/31	Advice	Facchin, Linda	Settled			
2 Matters								

Matter Type: HR-IR

CLOSED SCRC c SRC/Plainte/nég	2005-00072	2007/03/31	Complaint	Facchin, Linda	Settled			
CLOSED SRC c SCRC/Plainte/nég	2005-00089	2007/03/31	Complaint	Facchin, Linda	Settled			
2 Matters								

Matter Type: Litigation/Claim

CLOSED - Me moi - Me Too (Chil	2002-00630	2002/11/14	Copyright infringeme	Nollet, Pierre	Settled			
CLOSED - Mise en demeure Roger	2002-00388	2002/03/20	Defamation	Perrault, Anne-Ji	Discontinued			

000258

Matter Disposition Report

by Matter Type

s.23

Disp Date Range: from 2006/04/01 up to 2007/03/31 ; Matterclass: Claim

<u>Matter Name</u>	<u>Matter No</u>	<u>Close Date</u>	<u>Sub-Type</u>	<u>In-House Lawye</u>	<u>How Dispose</u>	<u>Disp Amt</u>	<u>Inv Total</u>	<u>Case Total</u>
CLOSED Claim against Profac-250	2003-00576	2006/03/08	Breach of contract	Nollet, Pierre	Settled			
CLOSED Enmax Vs CBC/Edmontc	2005-00153	2007/03/13	Breach of contract	Michaud, Martin	Settled			
CLOSED MiDor/www.midor.biz	2007-00022	2007/01/24	Copyright infringeme	McWilliams, Sa	Discontinued			
CLOSED Morris Vs Morrissey/Tre	2007-00251	2007/01/24	Damages/Torts	Maywood, Sarah	Settled			
CLOSED Novator Systems - Web s	2004-00241	2004/05/14	Breach of contract	Nollet, Pierre	Settled			
CLOSED Plainte-Reportage amiant	2005-00544	2007/03/23	Other	Beaugé, Kathlee	Other			
CLOSED Please Hold Canada/Gala	2005-00309	2006/10/26	Copyright infringeme	Cody-Rice, Editl	Settled			

9 Matters

Matter Type: Risk Management

Risk Mgt/Esbers & Nassim/Insuran	2005-00239		Insurance claim	Cody-Rice, Editl	Settled			
Risk Mgt/Ray Runzer/Insurance-cla	2005-00576		Insurance claim	Cody-Rice, Editl	Settled			

2 Matters

Board of Directors
(June 19 -20, 2007)

Subject matter

Consolidation of the CBC Pension Plan.

Background

The last consolidation of the CBC Pension Plan text was approved on August 17, 1993. Since then, several amendments have been made to the Plan by the plan sponsor. To ensure the accuracy of the current plan text, it was compared to the last approved consolidated version and reviewed to ensure every amendment to the Plan since August 1993 was included. After completing this exercise, we can confirm that the attached consolidated version of the CBC Pension Plan text is accurate and includes all amendments approved by the Board of Directors since August 17, 1993.

All grammatical, spelling, punctuation, typographical, text formatting and numeration errors identified during the review have been corrected.

None of the corrections alter the rights of the pension plan members nor do they have an impact on or modify the obligations of the plan sponsor.

Information on the matter

You will find attached the text of the CBC Pension Plan.

For decision:**For information:****Prepared by**

Name: George Smith, Senior Vice-President, Human Resources and Organization

Date: May 30, 2007

Management recommendation

WHEREAS the Schedule "B" of the By-laws of the Canadian Broadcasting Corporation, entitled CBC Pension Plan, was last consolidated, as approved by the Board of Directors, at their meeting of August 17, 1993;

WHEREAS subsequent amendments to the CBC Pension Plan were approved by the Board of Directors at their meetings held on May 9, 1995, November 5, 1996, January 26-27, 1998, August 10-11, 1998, September 14-15, 1998, May 3-4, 1999, December 14, 1999, June 19, 2000, May 17, 2000, June 8, 2002, September 24, 2002, May 23, 2003, September 23, 2003, November 24-25, 2003, March 9, 2004, March 16, 2005, May 5, 2005, January 25-26, 2006, November 22-23, 2006;

WHEREAS considering the numerous amendments to the CBC Pension Plan text, the Corporation recommends that a restated consolidated version of the CBC Pension Plan be approved;

AND, WHEREAS, it is desirable that the CBC Pension Plan be amended to introduce a number of changes of a clerical nature;

BE IT RESOLVED

THAT the Audit Committee recommends to the Board of Directors that Schedule "B" of the By-laws of the Canadian Broadcasting Corporation, entitled CBC Pension Plan, be approved as presented and restated.

Last discussed at the Board

Date: N/A

Decision made:

Next steps

Ministerial Approval.

Submission to OSFI (Office of the Superintendent of Financial Institutions) and Canada Revenue Agency.

Anticipated project completion date: _____
(If contract, indicate date of expiry): _____

Conseil d'administration
(19-20 juin 2007)

Sujet

Refonte du Régime de retraite de Radio-Canada.

Contexte

La dernière refonte du Régime de retraite de Radio-Canada a été approuvée le 17 août 1993. Depuis, plusieurs modifications ont été apportées au Régime par le promoteur. Pour assurer l'exactitude de l'actuel texte du Régime, on l'a comparé à la dernière version refondue approuvée et on a vérifié que chaque modification apportée depuis août 1993 a été incluse. Maintenant que ce travail est fait, nous pouvons confirmer que la version refondue ci-jointe du Régime de retraite de Radio-Canada est exacte et comprend toutes les modifications approuvées par le Conseil d'administration depuis le 17 août 1993.

Toutes les erreurs de grammaire, d'orthographe, de ponctuation, de typographie, de formatage et de numérotation qui avaient été repérées pendant l'examen du texte ont été corrigées.

Aucune des corrections ne modifie les droits des participants au Régime de retraite ou a des répercussions sur les obligations du promoteur.

Renseignements connexes

Vous trouverez annexé le texte du Régime de retraite de Radio-Canada.

Pour décision :

Pour information :

Préparé par

Nom : George Smith, premier vice-président, Ressources humaines et Organisation

Date : 30 mai 2007

Recommandation de la direction

ATTENDU QUE l'annexe B des Règlements administratifs de la Société Radio-Canada, intitulée Régime de retraite de Radio-Canada, a été approuvée pour la dernière fois dans sa forme refondue par le Conseil d'administration à sa réunion du 17 août 1993;

ATTENDU QUE des modifications au Régime de retraite de Radio-Canada ont été approuvées par le Conseil d'administration à ses réunions du 9 mai 1995, du 5 novembre 1996, des 26-27 janvier 1998, des 10-11 août 1998, des 14-15 septembre 1998, des 3-4 mai 1999, du 14 décembre 1999, du 19 juin 2000, du 17 mai 2000, du 8 juin 2002, du 24 septembre 2002, du 23 mai 2003, du 23 septembre 2003, des 24-25 novembre 2003, du 9 mars 2004, du 16 mars 2005, du 5 mai 2005, des 25-26 janvier 2006 et des 22-23 novembre 2006;

ATTENDU QUE, compte tenu des nombreuses modifications qui ont été apportées au texte du Régime de retraite de Radio-Canada, la Société recommande qu'une nouvelle version refondue du Régime de retraite soit approuvée;

ET ATTENDU QU'il est souhaitable qu'un certain nombre de modifications de nature cléricale soient apportées au texte du Régime de retraite de Radio-Canada;

IL EST RÉSOLU

QUE le Comité de vérification recommande au Conseil d'administration que l'annexe B des Règlements administratifs de la Société Radio-Canada, intitulée Régime de retraite de Radio-Canada, soit approuvée telle qu'elle est présentée, sous sa forme refondue.

Dernière discussion au Conseil

Date : S/O

Décision prise :

Prochaines étapes

Approbation ministérielle.

Présentation au Bureau du surintendant des institutions financières (BSIF) et à l'Agence du revenu du Canada.

Date prévue d'achèvement du projet : _____

Date d'échéance s'il s'agit d'un contrat : _____

**CANADIAN BROADCASTING CORPORATION
PENSION PLAN**

**SOCIÉTÉ RADIO-CANADA
RÉGIME DE RETRAITE**

PART I

PARTIE I

1. SHORT TITLE

These provisions may be cited as the CBC Pension Plan Part I, and are hereinafter sometimes referred to as "Part I".

1. TITRE ABRÉGÉ

Les dispositions suivantes peuvent être désignées sous le titre de Régime de retraite de la Société Radio-Canada, Partie I et, parfois ci-après, sous le terme de "Partie I".

2. EFFECTIVE DATE

This Part I, which comes into effect on January 1, 1992, continues, for contributors and full time employees of the Corporation, the Canadian Broadcasting Corporation Pension Plan that came into effect on September 1, 1961, as revised to reflect the requirements of the Pension Benefits Standards Act, 1985, and, except as otherwise specifically provided, applies, as provided in Part I to employees in the service of the Corporation on January 1, 1992, and thereafter.

2. DATE D'ENTRÉE EN VIGUEUR

Cette Partie I qui entre en vigueur le 1er janvier 1992 assure, pour les cotisants et employés à temps plein de la Société, la continuation des Statuts de la Caisse de retraite de la Société Radio-Canada entrés en vigueur le 1er septembre 1961, renommés Régime de retraite et modifiés conformément aux dispositions de la Loi de 1985 sur les normes de prestation de pension et, sauf stipulation contraire, s'applique aux employés au service de la Société à compter du 1er janvier 1992.

3. DEFINITIONS

In Part I and the Regulations made hereunder, unless the context otherwise requires:

(a) "accumulated employee contributions" means the entire amount paid by the contributor under Part I, either during his entire period of pensionable service, unless otherwise specified, or during such part or in respect of such part of his pensionable service as may be specified, together with interest thereon calculated in the prescribed manner; and for contributors whose final salary year is 2000 or later and for former contributors who are entitled to benefits under the plan as at January 1, 2000, shall mean the amount after redesignation of employee contributions as described in Section 6(8);

(aa) "actuarial equivalent" means a benefit of equal value, based on actuarial bases approved by the Corporation from time to time in effect on the date on which the benefits related thereto commence to be payable, except that all actuarial equivalents and other values in respect of the Group Annuity Plan shall be determined by the underwriters thereof and except that to the extent that any applicable law authorizes actuarial bases for the purpose of either determining minimum transfer values or for other benefits the actuarial equivalent shall never be less than as calculated on the applicable authorized actuarial basis;

3. DÉFINITIONS

Dans la Partie I et dans ses règlements d'exécution, sauf indication textuelle contraire :

a "Cotisations salariales accumulées" signifie la totalité des sommes versées par le cotisant au titre de la Partie I, soit pendant toute la durée de son service ouvrant droit à pension, sauf stipulation contraire, soit à l'égard de périodes de son service ouvrant droit à pension spécifiées, ainsi que les intérêts calculés selon les modalités prévues par règlement, et pour les cotisants dont la dernière année de salaire est l'année 2000 ou une année postérieure et pour les anciens cotisants qui au 1er janvier 2000 ont des droits à pension en vertu du régime, le terme désigne la somme résultant de la transformation des cotisations salariales visée à l'article 6(8).

aa) "Équivalent actuariel" signifie une prestation de valeur égale, fondée sur une base actuarielle approuvée par la Société de temps à autre, en vigueur au moment où débute le service de la prestation, étant précisé que tous les équivalents actuariels et autres montants relatifs au régime collectif de rentes viagères seront déterminés par les assureurs, et que, dans la mesure où une loi applicable établit une base actuarielle pour déterminer soit le montant minimum d'un transfert soit d'autres prestations, l'équivalent actuariel ne saurait en aucun cas être inférieur au montant ainsi calculé.

- (ab) "adjusted pensionable earnings" for any calendar year shall mean the product of a contributor's salary for that year and the ratio of the average of the Wage Index for the final salary year and the four preceding calendar years to the Wage Index for that calendar year;
- (ac) "assumed pensionable service" for the purpose of computing benefits to or in respect of a contributor who ceases to be an employee by reason of becoming disabled, or for the purpose of computing benefits following the death of a contributor, means the greater of:
- (i) the pensionable service rendered by the contributor; or
 - (ii) the lesser of
 - (A) fifteen years, or
 - (B) the number of years (with allowance for each completed calendar month as one-twelfth of a year) between the date on which the contributor's pensionable service commenced and his normal retirement date (both dates inclusive) less the number of years (with allowance for each completed calendar month as one-twelfth of a year) during which the contributor has not made contributions to Part I by reason of having been granted leave without payment of salary;
- (ad) "authorized" means authorized by the Pension Benefits Standards Regulations 1985, as amended, modified, or added to from time to time;
- (ae) "average maximum pensionable earnings" means, with respect to any contributor, the average of the Year's Maximum Pensionable Earnings for the year in which he reaches final salary year and for each of the two preceding years;
- (af) "bridge benefit" means the difference between the pension payable to a contributor on commencing to receive such benefit and the amount of lifetime pension payable from age 65, without taking into account the effect of indexation.
- (b) "child" means a person who is under eighteen years of age, or if in full-time attendance at a school or university who is under twenty-one years of age (effective January 1, 1992, twenty-five years of age), who is the natural child, adopted child or step-child of a deceased contributor, provided always that the same child shall not qualify as such in respect of more than one contributor;
- ab) "Gains ouvrant droit à pension rajustés" pour toute année civile donnée signifie le produit du salaire du cotisant pour cette année-là, et le rapport entre l'indice des salaires moyens de la dernière année de salaire et des quatre années civiles précédentes, et l'indice des salaires pour cette année civile.
- ac) "Service ouvrant droit à pension présumé" pour les besoins du calcul des prestations à verser à l'égard d'un cotisant qui perd sa qualité d'employé parce qu'il est frappé d'invalidité, ou du calcul des prestations à la suite du décès d'un cotisant, désigne la plus longue des durées suivantes :
- (i) le service ouvrant droit à pension rendu par le cotisant, ou
 - (ii) la moindre des durées suivantes :
 - (A) quinze ans, ou
 - (B) le nombre d'années écoulées (les mois civils complets comptant comme un douzième d'une année) entre la date du début du service ouvrant droit à pension du cotisant et la date réglementaire de sa retraite (les deux dates inclusivement) moins le nombre d'années (les mois civils complets comptant comme un douzième d'une année) durant lesquelles le cotisant n'a pas cotisé au titre de la Partie I du fait qu'il était en congé non payé.
- ad) "Autorisé" signifie autorisé par les règlements de 1985 sur les normes de prestation de pension, avec les modifications ou rajouts qui y sont apportés de temps à autre.
- ae) "Moyenne du maximum des gains ouvrant droit à pension" désigne, en ce qui a trait au cotisant, la moyenne du maximum des gains annuels ouvrant droit à pension de la dernière année de salaire et de chacune des deux années précédentes.
- af) "Prestation de raccordement" signifie la différence entre la pension payable à un cotisant au moment où débute le service de celle-ci et le montant de la pension viagère payable à partir de 65 ans, sans tenir compte de l'incidence de l'indexation.
- b) "Enfant" désigne une personne âgée de moins de dix-huit ans ou, si elle fréquente l'école ou l'université à temps plein, âgée de moins de vingt-et-un ans (vingt-cinq ans à compter du 1er janvier 1992), qui est l'enfant naturel, l'enfant adoptif, le beau-fils ou la belle-fille du cotisant décédé, étant entendu qu'un même enfant ne saurait être admissible en cette qualité à l'égard de plus d'un cotisant.

- (c) "contributor" means a person who contributes or has formerly contributed under Part I;
- (ca) "contributory service" of a contributor means the sum of any periods during which such contributor:
- (i) was a contributor to the Group Annuity Plan, or
 - (ii) rendered pensionable service under Part I, or
 - (iii) rendered contributory service under Part II, or
 - (iv) was on leave without payment of salary under Part I, or
 - (v) was a member of the "Régime des rentes à l'intention des employés de Cogeco Inc. et ses filiales participantes" or the "Régime de rentes des employés de Radio Saguenay Ltée", in the case of contributors who joined Part I on September 1, 2002 further to their transfer of employment from Cogeco to the Corporation as of that date.

Furthermore, for a contributor covered by the collective agreement dated December 31, 2001, between the Corporation and the "Communications, Energy and Paperworks Union of Canada" who was on leave without payment of salary due to a labour conflict during the month of December 2001, the month of December 2001 shall be included in such contributor's contributory service.

- (d) "Corporation" means Canadian Broadcasting Corporation, which is the administrator of the CBC Pension Plan Part I acting through the Pension Board;
- (e) "deferred pension" means an annual pension other than an immediate pension that becomes payable to the contributor pursuant to Part I on the first day of any month subsequent to the termination of his service with the Corporation but not earlier than the day following his optional retirement date and not later than the day following his normal retirement date;
- (f) "disabled", with reference to a contributor, means that the contributor for medical reasons has become incapable, in the opinion of the President of the Corporation or his delegate, on the basis of certification by a medical practitioner and submission of any other proof of disability that may be deemed necessary, in the opinion of the President of the Corporation or his delegate, of satisfactorily performing on a regular basis the duties of his office or former office or any other position with the

- c) "Cotisant" désigne une personne qui cotise ou qui a cotisé au titre de la Partie I.
- ca) "Service cotisable" d'un cotisant signifie la somme des périodes durant lesquelles celui-ci :
- (i) a cotisé au Régime collectif de rentes viagères; ou
 - (ii) a rendu un service ouvrant droit à pension au titre de la Partie I; ou
 - (iii) a rendu un service cotisable au titre de la Partie II; ou
 - (iv) était en congé sans salaire conformément à la Partie I; ou
 - (v) était membre du Régime des rentes à l'intention des employés de Cogeco Inc. et ses filiales participantes ou du Régime de rentes des employés de Radio Saguenay Ltée, dans le cas d'un cotisant qui a adhéré à la Partie I le 1er septembre 2002 suite à son transfert d'emploi de Cogeco à la Société à cette même date.

De plus, pour un cotisant visé par la convention collective intervenue le 31 décembre 2001 entre la Société et le Syndicat canadien des communications, de l'énergie et du papier, qui était en congé non payé en raison d'un conflit de travail survenu au cours du mois de décembre 2001, le mois de décembre 2001 sera ajouté au service cotisable dudit cotisant.

- d) "Société" signifie la Société Radio-Canada, qui administre la Partie I du Régime de retraite de la Société Radio-Canada par l'entremise du Conseil de fiducie.
- e) "Pension différée" désigne une pension annuelle autre qu'une pension immédiate payable au cotisant en vertu de la Partie I, le premier jour d'un mois ultérieur à la fin de son service à la Société Radio-Canada, au plus tôt le lendemain de la date facultative de sa retraite et au plus tard le jour suivant la date réglementaire de sa retraite.
- f) "Invalide" appliqué à un cotisant signifie que, pour des raisons d'ordre médical, celui-ci est incapable, dans l'opinion du président-directeur général de la Société ou de son délégué, moyennant l'attestation d'un médecin et de toute autre preuve d'invalidité jugée nécessaire dans l'opinion du président-directeur général de la Société ou de son délégué, de remplir régulièrement et de façon satisfaisante ses fonctions actuelles ou passées, ou d'occuper tout autre poste de la Société

Corporation commensurate with his qualifications and experience, provided that no contributor who is an employee at his normal retirement date shall then be regarded as disabled;

- (fa) "elective service" is that service which is described in Section 12, 12A, 12B, 12C, 12D, 12E, 12F, 12G, 12H, 12I, 12J and 12K hereof.
- (fb) "employee" means:
- i) a person who is performing services on a full-time basis for the Corporation and is employed in a position which is considered by the Corporation to be of a continuing nature, and such person has been hired by the Corporation to perform such services for an indefinite period and shall be deemed to include any person appointed by the Governor-in-Council to serve full time as a director of the Corporation;
 - (ii) a person who is performing services on a full-time basis for the Corporation and is employed in a position which is considered by the Corporation to be supernumerary or temporary or such other equivalent category established by the Corporation from time to time;
 - (iii) effective September 1, 2002, a person who is performing services on a full-time basis for the Corporation as a contract employee member of the "Association des réalisateurs" (French);
 - (iv) effective January 1, 2003, a person who is performing services on a full-time basis for the Corporation as a contract employee member of the "Syndicat des Communications de Radio-Canada";
 - (v) effective January 1, 2006, a person who is performing services on a full-time basis for the Corporation as a contract employee member of the Canadian Media Guild.

An employee shall be deemed to include a person who is on leave from the Corporation without payment of salary when such person was so classified as an employee immediately prior to being granted such leave.

A person referred to under Section 3(fb)(iii) or Section 3(fb)(iv) does not cease to be considered an employee when there is a break in service of less than thirteen weeks that is solely due to a program's production scheduling. These breaks in service shall be treated in the same manner as leaves of absence from the Corporation without payment of salary are treated.

conforme à ses qualifications et son expérience, étant précisé qu'un cotisant qui est encore employé à la date réglementaire de sa retraite ne saurait être réputé invalide à ce moment-là.

- fa) "Service-option" désigne le service visé aux articles 12, 12A, 12B, 12C, 12D, 12E, 12F, 12G, 12 H, 12I, 12J et 12K.
- fb) "Employé" désigne:
- (i) une personne qui travaille à temps plein pour la Société dans un poste que la Société considère de nature continue, et qui a été engagée par la Société pour exécuter ces services durant une période indéfinie; l'expression est réputée s'appliquer également à toute personne nommée par le Gouverneur en conseil pour travailler à temps plein à titre d'administrateur de la Société;
 - (ii) une personne qui travaille à temps plein pour la Société dans un poste que la Société considère de nature surnuméraire ou temporaire ou appartenant à toute autre catégorie équivalente établie par la Société de temps à autre;
 - (iii) à compter du 1er septembre 2002, une personne qui travaille à temps plein pour la Société comme employé contractuel membre de l'Association des réalisateurs;
 - (iv) à compter du 1er janvier 2003, une personne qui travaille à temps plein pour la Société comme employé contractuel membre du Syndicat des Communications de Radio-Canada;
 - (v) à compter du 1er janvier 2006, une personne qui travaille à temps plein pour la Société comme employé contractuel membre de la Guilde canadienne des médias.

Toute personne à qui la Société a accordé un congé non payé qui avait qualité d'employé immédiatement avant de partir en congé est considérée comme un employé.

Toute personne contractuelle désignée à l'article 3(fb)(iii) ou à l'article 3(fb)(iv) ne perd pas sa qualité d'employé s'il a un bris de service de moins de treize semaines dû uniquement à l'horaire de production d'une émission. Ces bris de service seront traités au même titre qu'un congé non payé accordé par la Société.

- (g) "excess employee contributions" means, in respect of pensionable service rendered on and after January 1, 1987, the amount, if any, by which the accumulated employee contributions of a contributor exceeds fifty percent of the pension benefit credit of such contributor;
- (ga) "final salary year" of an employee means the calendar year during which such employee is not an employee as defined in either of Part I or Part II, and an employee shall be deemed to have reached final salary year on the date on which such employee is not an employee as defined in either of Part I or Part II;
- (gb) "full time basis" in relation to an employee means engaged to work all or substantially all of the normally scheduled hours of work established for persons in the class of employees of which such employee is a member;
- (gc) "general service" of a contributor means a continuous period during which such contributor has been in the service of the Corporation, including service with Cogeco Inc. or any of its subsidiaries ("Cogeco") immediately prior to September 1, 2002 with respect to contributors whose employment has been transferred from Cogeco to the Corporation on September 1, 2002.
- (h) "Group Annuity Plan" means the Group Annuity Plan for the Retirement of Employees of the Canadian Broadcasting Corporation which became effective on April 1, 1943, and for which premiums have been discontinued in respect of service after August 31, 1961;
- (i) "immediate pension" means an annual pension that becomes payable to or in respect of a contributor pursuant to Part I on the first day of the month next following the day on which the contributor ceased to be an employee, died or became disabled, as the case may be;
- (ia) "maximum public pension plan earnings" means the year's maximum pensionable earnings currently in effect as determined by and defined in the public pension plan from time to time;
- (iaa) "Income Tax Act" means the Income Tax Act, Canada, and the Regulations thereunder;
- (ib) "initial eligibility requirement" in respect of a person described in Section 4(1.1) of Part I means:
- (i) completion of twenty-four months of continuous employment with the Corporation, including continuous employment with Cogeco Inc. or any of its subsidiaries ("Cogeco") immediately
- g) "Excédent de cotisations salariales" désigne, en ce qui a trait au service ouvrant droit à pension accumulé depuis le 1er janvier 1987, toute portion des cotisations salariales accumulées qui, le cas échéant, excède cinquante pour cent des droits à pension du cotisant.
- ga) "Dernière année de salaire" d'un employé s'entend de l'année civile durant laquelle celui-ci cesse d'être employé au sens aussi bien de la définition de la Partie I que de la Partie II, et un employé est réputé avoir atteint sa dernière année de salaire à la date à laquelle il cesse d'être employé au sens de la Partie I et de la Partie II.
- gb) "À temps plein" appliqué à un employé signifie que celui-ci a été engagé pour exécuter la totalité ou la grande majorité des heures de travail normalement prévues pour la catégorie d'employés à laquelle il appartient.
- gc) "Service général" d'un cotisant désigne la période ininterrompue durant laquelle celui-ci a été au service de la Société, incluant le service auprès de Cogeco Inc. ou d'une de ses filiales ("Cogeco") avant le 1er septembre 2002 dans le cas de cotisants dont l'emploi a été transféré de Cogeco à la Société le 1er septembre 2002.
- h) "Rentes viagères" désigne le régime collectif de rentes viagères établi pour la retraite des employés, entré en vigueur le 1er avril 1943 et pour lequel le paiement des primes a cessé le 31 août 1961.
- i) "Pension immédiate" désigne une pension annuelle payable à l'égard d'un cotisant en vertu de la Partie I, le premier jour du mois qui suit le jour où le cotisant atteint sa dernière année de salaire, décède ou est frappé d'invalidité, selon le cas.
- ia) "Maximum des gains aux fins des pensions de l'État" désigne le maximum courant des gains annuels ouvrant droit à pension, déterminé et défini par le régime de pensions de l'État.
- iaa) "Loi de l'impôt sur le revenu" désigne la Loi de l'impôt sur le revenu du Canada, ainsi que les règlements en découlant;
- ib) "Conditions d'admissibilité initiales" pour toute personne décrite à l'article 4(1.1) de la Partie I désigne :
- (i) vingt-quatre mois de travail continu à la Société, incluant la période de travail continu auprès de Cogeco Inc. ou d'une de ses filiales ("Cogeco") avant le 1er septembre 2002 dans le cas des employés

prior to September 1, 2002 with respect to employees whose employment has been transferred from Cogeco to the Corporation on September 1, 2002, provided that

- (ii) in respect of service with the Corporation as an employee and with Cogeco, as applicable, such person has earned at least thirty-five percent of the Year's Maximum Pensionable Earnings in each of two consecutive calendar years after December 31, 1984,

in respect of a person described in Section 4(1.2) of Part I means:

- (iii) completion of twenty-four months of continuous employment with the Corporation after August 31, 2000, provided that
- (iv) in respect of service with the Corporation as an employee, such person has earned at least thirty-five percent of the Year's Maximum Pensionable Earnings in each of two consecutive calendar years after December 31, 1999,

in respect of a person described in Section 4(1.3) of Part I means:

- (v) completion of twenty-four months of continuous employment with the Corporation after December 31, 2000, provided that
- (vi) in respect of service with the Corporation as an employee, such person has earned at least thirty-five percent of the Year's Maximum Pensionable Earnings in each of two consecutive calendar years after December 31, 2000,

and in respect of a person described in Section 4(1.4) of Part I means:

- (vii) completion of twenty-four months of continuous employment with the Corporation after December 31, 2003, provided that
- (viii) in respect of service with the Corporation as an employee, such person has earned at least thirty-five percent of the Year's Maximum Pensionable Earnings in each of two consecutive calendar years after December 31, 2003.

In Sections 3(ib)(i), 3(ib)(iii), 3(ib)(v), and 3(ib)(vii), "continuous employment" may be either a period of employment for which salary was paid without interruption or the aggregate of a number of such periods of employment which are separated only by periods when salary was not paid as a result of leave of absence permitted by the Corporation.

dont l'emploi a été transféré de Cogeco à la Société le 1er septembre 2002, à condition que

- (ii) l'employé travaillant à la Société et avec Cogeco, le cas échéant, ait gagné au moins trente-cinq pour cent du maximum des gains annuels ouvrant droit à pension pendant chacune de deux années civiles consécutives après le 31 décembre 1984,

pour toute personne décrite à l'article 4(1.2) de la Partie I désigne :

- (iii) vingt-quatre mois de travail continu à la Société après le 31 août 2000, à condition que
- (iv) l'employé travaillant à la Société ait gagné au moins trente-cinq pour cent du maximum des gains annuels ouvrant droit à pension pendant chacune de deux années civiles consécutives après le 31 décembre 1999,

pour toute personne décrite à l'article 4(1.3) de la Partie I désigne :

- (v) vingt-quatre mois de travail continu à la Société après le 31 décembre 2000, à condition que
- (vi) l'employé travaillant à la Société ait gagné au moins trente-cinq pour cent du maximum des gains annuels ouvrant droit à pension pendant chacune de deux années civiles consécutives après le 31 décembre 2000,

et pour toute personne décrite à l'article 4(1.4) de la Partie I désigne :

- (vii) vingt-quatre mois de travail continu à la Société après le 31 décembre 2003, à condition que
- (viii) l'employé travaillant à la Société ait gagné au moins trente-cinq pour cent du maximum des gains annuels ouvrant droit à pension pendant chacune de deux années civiles consécutives après le 31 décembre 2003.

Aux fins des articles 3ib)(i), 3ib)(iii), 3ib)(v) et 3ib)(vii), "travail continu" désigne soit une période d'emploi au cours de laquelle un salaire est versé sans interruption, soit l'accumulation de telles périodes d'emploi interrompues seulement par des périodes où aucun salaire n'a été versé en raison d'un congé accordé par la Société.

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|---|--|
| <p>(j) "normal retirement date" of a contributor means the last day of the month in which the contributor attains the age of sixty-five years;</p> | <p>j) "Date réglementaire de la retraite" d'un cotisant désigne le dernier jour du mois au cours duquel celui-ci atteint l'âge de soixante-cinq ans.</p> |
| <p>(k) "optional retirement date" of a contributor means the day which is ten years and one day prior to the first day on which he might, under the terms of Part I, receive a pension which is not reduced according to the terms of Section 7(1)(e).</p> | <p>k) "Date facultative de la retraite" d'un cotisant désigne le jour qui tombe dix ans et un jour avant le premier jour où celui-ci aurait droit, en vertu de la Partie I, à une pension sans réduction, conformément aux dispositions de l'article 7(1)e.</p> |
| <p>(ka) "Part II" means Part II of the Canadian Broadcasting Corporation Pension Plan;</p> | <p>ka) "Partie II" désigne la Partie II du Régime de retraite de la Société Radio-Canada.</p> |
| <p>(kaa) "Past Service Pension Adjustment" has the meaning assigned to it in the Income Tax Act;</p> | <p>kaa) "Facteur d'équivalence pour services passés" a le même sens que dans la Loi de l'impôt sur le revenu.</p> |
| <p>(kb) "pension benefit credit" in relation to a contributor or a spouse means the aggregate value at a particular time of that contributor's benefits or spouse's benefits, as the case may be, accrued under Part I, excluding any excess employee contributions and excluding the amount determined under Section 7(4)(a), and, when in respect of a contributor who has died or become disabled, calculated as if the contributor had not died or had not become disabled;</p> | <p>kb) "Droits à pension", appliqué à un cotisant ou à un conjoint, désigne la valeur globale, à un moment donné, des prestations du cotisant ou de son conjoint, selon le cas, accumulées au titre de la Partie I, étant exclus tout excédent de cotisations salariales ainsi que toute somme visée à l'article 7(4)a) et, lorsque le cotisant est décédé ou est frappé d'invalidité, calculée comme s'il avait quitté son emploi pour une raison autre que le décès ou l'invalidité.</p> |
| <p>(l) "Pension Board" means the CBC Pension Board of Trustees established by the Corporation;</p> | <p>l) "Conseil de fiducie" désigne le Conseil constitué par la Société pour administrer la Caisse de retraite.</p> |
| <p>(la) "pensionable salary rate" means -</p> | <p>la) "Taux du salaire ouvrant droit à pension" ou "taux du salaire-pension" désigne :</p> |
| <p>(i) in the case of a contributor who has rendered at least ten years of pensionable service, the greater of:</p> | <p>(i) dans le cas d'un cotisant qui compte au moins dix années de service-pension, la plus élevée des moyennes suivantes :</p> |
| <p>(A) the highest average annual salary of the contributor during any period of five consecutive years during his last ten years of pensionable service rendered, or</p> | <p>(A) la moyenne de son salaire annuel pendant les cinq années consécutives où il était le plus élevé durant les dix dernières années de service-pension, ou</p> |
| <p>(B) the average annual salary of the contributor during his entire period of pensionable service rendered, or during his last thirty-five years of pensionable service if he has rendered more than thirty-five years of pensionable service;</p> | <p>(B) la moyenne de son salaire annuel pendant la durée entière de son service-pension, ou pendant ses trente-cinq dernières années de service-pension s'il en a plus de trente-cinq à son actif;</p> |
| <p>(ii) in the case of a contributor who has rendered at least five but less than ten years of pensionable service, the highest average annual salary of the contributor during any period of five consecutive years of pensionable service rendered;</p> | <p>(ii) dans le cas du cotisant qui compte au moins cinq ans, mais moins de dix années de service-pension, la moyenne de son salaire annuel des cinq années consécutives de son service-pension où elle est la plus élevée;</p> |

- (iii) in the case of a contributor who has rendered less than five years of pensionable service, the average annual salary of the contributor during the period of pensionable service rendered;
- (iv) in the case of a contributor whose total pensionable service is comprised of pensionable service last rendered and a period of elective service interrupted by termination of employment or by a period of non-pensionable service, and whose pensionable service last rendered does not equal five years, the average salary received during the period of his/her pensionable service last rendered.

The average annual salary received by a contributor during any period of pensionable service rendered shall be taken as such contributor's total salary during such period divided by the number of years, with each completed month counting as one-twelfth of a year, during such period. For the purpose of calculating the average annual salary under this paragraph and for that purpose only, in the case of a period of leave without payment of salary that is not included in pensionable service and is immediately preceded by a period of pensionable service, the period of leave shall be included in pensionable service and salary shall be deemed to be paid to the contributor during the leave at the salary rate immediately before the leave.

Notwithstanding the foregoing, in the case of a contributor who terminates his/her service on a date other than the last day of a month, the salary received by the contributor in the last such partial month of his final salary year shall be taken into account for the purpose of calculating the pensionable salary rate, even though such partial month is not included in the contributor's pensionable service, provided that the total period of salary included in the calculation of the pensionable salary rate does not exceed five years.

Notwithstanding the foregoing, where an employee ceases to contribute under Part I and, without a final salary year occurring, becomes an employee under Part II, the following rules will apply in, and only in, computing his pensionable salary rate as per the foregoing formula:

- (i) all periods of Part I service will be deemed to be uninterrupted by the period(s) of employment under Part II;
- (ii) the salary for each pay period under Part I, except the period under Part I in which the contributor reaches final salary year, if applicable, will be adjusted. The adjustment will be in the form of a ratio

- (iii) dans le cas du cotisant qui compte moins de cinq ans de service-pension, la moyenne de son salaire annuel pendant la durée entière de son service-pension;
- (iv) dans le cas du cotisant dont le service-pension total comprend une dernière période de service-pension et une période de service-option interrompue par une cessation d'emploi ou par une période de service n'ouvrant pas droit à une pension, et dont la dernière période de service-pension n'est pas égale à cinq ans, la moyenne du salaire qu'il a reçu durant sa dernière période de service-pension.

Le salaire annuel moyen perçu par un cotisant au cours d'une période de service-pension sera réputé représenter le salaire total du cotisant au cours de cette période, divisé par le nombre d'années durant cette période, chaque mois complet comptant pour un douzième de l'année. Pour les besoins du calcul du salaire annuel moyen dans ce paragraphe, et seulement à cette fin, dans le cas d'une période de congé non payé qui n'est pas incluse dans le service-pension et qui est immédiatement précédée d'une période de service-pension, la période de congé non payé est incluse dans le service-pension et un salaire est réputé être versé au cotisant durant la période de congé au taux de salaire qu'il touchait immédiatement avant le congé.

Nonobstant ce qui précède, dans le cas d'un cotisant qui cesse son emploi à une date autre que le dernier jour d'un mois, le salaire reçu par un cotisant dans ce dernier mois partiel de sa dernière année de salaire est pris en compte aux fins du calcul du taux du salaire-pension, même si ce mois partiel n'est pas inclus dans le service-pension du cotisant, sous réserve que la période totale de salaire incluse dans le calcul du taux du salaire-pension n'excède pas cinq ans.

Nonobstant ce qui précède, lorsqu'un employé cesse de cotiser au titre de la Partie I et, sans atteindre sa dernière année de salaire, est alors employé au sens de la Partie II, les règles suivantes seront appliquées pour et seulement pour le calcul du taux de son salaire-pension, en fonction de la formule susmentionnée :

- (i) toutes les périodes de service de la Partie I seront tenues avoir été ininterrompues par les périodes d'emploi de la Partie II;
- (ii) le salaire de chaque période de paie de la Partie I, à l'exception de la période de la Partie I au cours de laquelle le cotisant atteint sa dernière année de salaire, le cas échéant, sera rajusté. Le rajustement

of the wage indices. The ratio will be based on the calendar year in which the salary in question was paid, final salary year and the number of pay periods required in order to compute a pensionable salary rate as per the foregoing formula.

se fera sous forme de pourcentage des indices de salaires. Ce pourcentage sera basé sur l'année civile au cours de laquelle le salaire en question a été versé, la dernière année de salaire et le nombre de périodes de paie requises pour calculer un taux de salaire-pension en fonction de la formule mentionnée.

Notwithstanding the foregoing, any period of elective service during which the contributor was working on a contract basis shall be disregarded for the purpose of calculating the pensionable salary rate.

Nonobstant ce qui précède, toute période de service-option au cours de laquelle le cotisant travaillait sur base contractuelle n'est pas prise en compte aux fins du calcul du taux du salaire-pension.

Notwithstanding any other provision of Part I, the pensionable salary rate of a contributor at any time shall be deemed not to exceed such amount as would result in a pension for such contributor (calculated as if he had reached normal retirement date) in excess of the maximum pension then permitted by Revenue Canada or by the Income Tax Act of Canada, as the case may be, as a condition for registration of pension plans under said Act.

Nonobstant les autres dispositions de la Partie I, le taux du salaire ouvrant droit à pension d'un cotisant ne saurait en aucun cas dépasser le montant qui permettrait d'obtenir une pension (calculée comme si le cotisant avait atteint la date réglementaire de la retraite) qui dépasserait la pension maximum permise à ce moment-là par Revenu Canada ou par la Loi sur l'impôt sur le revenu du Canada, selon le cas, comme condition d'agrément du régime de retraite de ladite Loi.

- (m) "pensionable service" means, subject to Section 9(15), 9(16), 12, 12A, 12B, 12C, 12D, 12E, 12F, 12G, 12H, 12I, 12J, and 12K, the periods for which salary is paid or deemed to have been paid according to Section 3(o), but shall not include any period for which a return of contributions has been made or a deferred or immediate pension granted or a pension benefit credit transferred. In this Section 3(m), only each complete calendar month shall be deemed to count as pensionable service, and a complete calendar month shall be regarded as one-twelfth of a year.
- (ma) "prescribed" means prescribed from time to time by regulation made by the Corporation in respect of Part I;
- (mb) "public pension plan" means the Canada Pension Plan and any other pension plan described therein as being a plan established by a "province providing a comprehensive pension plan";
- (n) "return of contributions" means a return of the accumulated employee contributions which may be paid to or in respect of the contributor under the terms of Part I;
- (o) "salary" of a contributor means the salary on which contributions are made under Part I and is exclusive of overtime and other supplementary remuneration that may be paid to the contributor from time to time. For the purpose of computing "adjusted pensionable earnings" and pensionable salary rate, the salary of a contributor shall be deemed to be:

- m) "Service ouvrant droit à pension" ou "service-pension" désigne, sous réserve des articles 9(15), 9(16), 12, 12A, 12B, 12C, 12D, 12E, 12F, 12G, 12H, 12I, 12J et 12K, les périodes pour lesquelles un salaire a été ou est réputé avoir été versé conformément à l'article 3o), à l'exclusion de toute période qui a donné lieu à un remboursement de cotisations, à une pension immédiate ou différée ou à un transfert des droits à pension. Pour les besoins de cet article 3m), seuls les mois civils complets sont pris en compte comme service ouvrant droit à pension, et un mois civil complet compte pour un douzième d'une année.
- ma) "Prévu par règlement" signifie prévu par les règlements d'exécution de la Partie I, établis par la Société.
- mb) "Régime de pension de l'État" désigne le Régime de pension du Canada ainsi que tout autre régime qui y serait désigné comme dûment établi par "une province instituant un régime général de pension".
- n) "Remboursement des cotisations" s'entend des cotisations salariales accumulées, remboursées au cotisant ou en son nom conformément aux dispositions de la Partie I.
- o) "Salaire" d'un cotisant désigne le salaire qui fait l'objet de cotisations au titre de la Partie I et exclut les heures supplémentaires de même que toute autre rémunération supplémentaire qui peut être versée à l'occasion au cotisant. Pour les besoins du calcul des gains ouvrant droit à pension rajustés et du taux de salaire ouvrant droit à pension, le salaire d'un cotisant sera réputé être :

- | | |
|---|--|
| <p>(i) during any period of maternity leave, paternity leave, child care leave, adoption leave, absence without pay for childcare purposes, and compassionate care leave granted pursuant to the Corporation's policy regarding the granting of such leaves, if such periods are included in the contributor's pensionable service according to the Corporation's policy, provided that the contributor elects to and does make any required contributions thereto as specified in the Corporation's policy, salary at the rate paid to the contributor immediately before such leave begins, otherwise such leave shall be regarded as being leave without payment of salary; and</p> | <p>(i) durant toute période de congé de maternité, congé de paternité, congé pour soins d'enfant, congé d'adoption, congé non payé autorisé pour soins d'enfant, et congé de soignant accordé conformément à la politique de la Société sur ce type de congé, si ces périodes sont incluses dans le service-pension du cotisant conformément à la politique de la Société, à condition que la cotisant choisisse de verser et verse toute cotisation requise à cette fin selon la politique de la Société, le taux de salaire versé au cotisant immédiatement avant le début du congé, à défaut de quoi ce congé sera considéré comme un congé sans salaire, et</p> |
| <p>(ii) for any period during which a contributor is in receipt of benefits under the long-term disability income plan made available to employees of the Corporation as part of the Corporation's benefit program:</p> <p>(A) for the calendar year or fraction thereof, for which such benefits are first payable, salary at the rate paid to the contributor immediately prior to such period;</p> <p>(B) for each subsequent calendar year or fraction thereof in such period, salary at the rate deemed to be paid to the employee at the end of the immediately preceding calendar year, adjusted by the lesser of the economic increase granted or negotiated for the preceding calendar year for the position held by the employee immediately prior to receiving such benefits or the increase in the Wage Index for the said calendar year. The adjustment shall not be made in the first calendar year subsequent to the commencement of long-term disability if the employee's salary had already been adjusted by the economic increase in the calendar year when he commenced to receive long-term disability benefits; and</p> | <p>(ii) durant toute période au cours de laquelle un cotisant reçoit des prestations en vertu du régime d'assurance invalidité prolongée offert aux employés de la Société comme partie intégrante du régime d'avantages sociaux de la Société :</p> <p>(A) pour l'année civile ou une fraction de cette même année au cours de laquelle ces prestations sont initialement payables, le taux de salaire versé au cotisant immédiatement avant cette période,</p> <p>(B) pour toute année ultérieure ou fraction de celle-ci pendant laquelle l'employé touche des prestations, le salaire au taux devant être payé à l'employé à la fin de l'année civile précédant immédiatement, rajusté par le moindre des facteurs de redressement suivants : soit l'augmentation économique accordée ou négociée pour l'année civile précédente au niveau du poste détenu par l'employé immédiatement avant qu'il ne commence à recevoir ces prestations, soit l'augmentation de l'indice salarial pour ladite année civile. Le rajustement ne sera pas effectué au cours de la première année civile suivant le début de la période d'invalidité prolongée si le salaire de l'employé a déjà été redressé par des augmentations économiques au cours de l'année civile pendant laquelle ledit employé a commencé à recevoir des prestations d'invalidité prolongée, et</p> |

- (iii) for any period during which salary is deferred under the Corporation's Deferred Salary Leave Plan, salary before allowances for contributions to the Deferred Salary Leave Plan; and
- (iv) during any period of leave under the Corporation's Deferred Salary Leave Plan, salary at the rate deemed to be paid to the contributor under paragraph (iii) above immediately before the leave, provided that the contributor elects to and does make contributions thereto at the rate determined under the Corporation's policy and in accordance with the Corporation's Deferred Salary Leave Plan, otherwise such leave shall be regarded as being leave without payment of salary; and
- (v) in the case of a contributor covered by a collective agreement between the Corporation and the Canadian Media Guild (CMG), for any period on or after October 4, 2005 during which the contributor is on leave of absence because the contributor is elected to a CMG office or has accepted work with the CMG on a full-time basis for more than one year, which period must be included in the contributor's pensionable service and for which the contributor must make the required contributions thereto, salary at the rate paid to the contributor immediately before such leave begins and adjusted during the period of leave by the negotiated wage increases in accordance with the applicable collective agreements. Such contributions shall be equal to the contributions which would have been paid by the contributor had he remained as an active employee and shall be paid in a manner determined by the President of the Corporation or his delegate but not later than the return of the employee to active employment.

Notwithstanding the provisions of this Section 3(o), if a contributor does not resume active employment immediately following a period of absence without pay for childcare purposes described in paragraph (i) above, or a period described in paragraphs (ii) and (iv) above, or immediately following the expiration of any immediately subsequent permitted period of leave of absence, such period shall be regarded as being leave without payment of salary.

In this Section 3(o), only complete calendar months shall be deemed to count as months for which salary has been paid, and a complete calendar month shall be regarded as one-twelfth of a year.

- (iii) durant toute période au cours de laquelle le salaire est différé conformément au Régime de congés autofinancés de la Société, le salaire avant ajustement pour cotisations au Régime de congés autofinancés de la Société, et
- (iv) durant toute période d'absence en vertu du Régime de congés autofinancés de la Société, le salaire au taux présumé être versé au cotisant sous le paragraphe (iii) ci-dessus immédiatement avant la période d'absence, à condition que le cotisant choisisse de verser et verse toute cotisation requise à cette fin selon la politique de la Société et conformément au Régime de congés autofinancés de la Société, à défaut de quoi ce congé sera considéré comme un congé sans salaire, et
- (v) dans le cas d'un cotisant auquel une convention collective entre la Société et la Guilde canadienne des médias (GCM) s'applique, durant toute période à compter du 4 octobre 2005 pendant laquelle le cotisant est en congé autorisé parce que le cotisant est élu pour une fonction syndicale auprès de la GCM ou accepte de travailler auprès de la GCM à temps plein pendant plus d'un an, laquelle période doit être incluse dans le service-pension du cotisant et pour laquelle le cotisant doit verser la cotisation requise, le taux de salaire versé au cotisant immédiatement avant que le congé autorisé commence et ajusté durant la période de congé autorisé par les augmentations de salaires négociées selon les conventions collectives applicables. La cotisation requise est égale à la cotisation qui aurait été versée par le cotisant s'il était demeuré un employé actif et doit être payée selon les modalités fixées par le président-directeur général de la Société ou son délégué, mais au plus tard au retour de l'employé en tant qu'employé actif.

Nonobstant les dispositions de cet article 3(o), lorsqu'un cotisant ne reprend pas son emploi immédiatement après une période de congé non payé autorisé pour soins d'enfant visée au paragraphe (i) ci-dessus, ou une période visée aux paragraphes (ii) ou (iv) ci-dessus, ou immédiatement après l'expiration d'une période de congé autorisé immédiatement subséquente, cette période sera considérée comme congé sans salaire.

Pour les besoins de cet article 3o), seuls les mois civils complets sont réputés être des mois ayant donné lieu à un salaire, et un mois civil complet compte pour un douzième d'une année.

- (oa) "spouse" in relation to a contributor means, except as otherwise provided in Part I or required in the application of Section 15(3),
- (i) if there is no person described in paragraph (ii) or (iii), a person who is married to the contributor or who is party to a void marriage with the contributor, or
 - (ii) a person of the opposite sex who is cohabiting with the contributor in a conjugal relationship at the relevant time, having so cohabited with the contributor for at least one year, or
 - (iii) effective May 1, 1998 a person who is cohabiting with the contributor in a conjugal relationship at the relevant time, having so cohabited with the contributor for at least one year;
- (p) "supplementary service" of a contributor means the continuous period of service ending on August 31, 1961, which has been recognized as service under the Group Annuity Plan, excluding any period therein for which contributions were not paid as a result of his having been granted leave without payment of salary;
- (pa) "wage index" means the wage index to be used in the computation of benefits as prescribed from time to time pursuant to Regulation 2;
- (pb) "Year's Maximum Pensionable Earnings" has the same meaning as in the Canada Pension Plan as amended from time to time;
- (q) An expression in Part I that imports a male person may be read and construed to import a female person and an expression in Part I that imports a female person may be read and construed to import a male person, unless the section in which such an expression occurs expressly excludes this provision.

- oa) "Conjoint", appliqué à un cotisant s'entend, sauf stipulation contraire à la Partie I ou pour les besoins de l'article 15(3) :
- (i) soit, en cas d'inapplication de l'alinéa (ii) ou (iii), de la personne unie au cotisant par les liens du mariage, ou partie à un mariage nul avec le cotisant,
 - (ii) soit d'une personne de sexe opposé qui, au moment en cause, vit depuis au moins une année avec le cotisant dans une situation assimilable à une union conjugale,
 - (iii) effectif le 1er mai 1998, soit d'une personne qui, au moment en cause vit depuis au moins une année avec le cotisant dans une situation assimilable à une union conjugale.
- p) "Service supplémentaire" d'un cotisant désigne la période de service ininterrompue se terminant le 31 août 1961, reconnue comme service en vertu du régime collectif de rentes viagères, à l'exclusion de toute période qui n'a pas fait l'objet du versement de cotisations parce que le cotisant était en congé sans salaire autorisé.
- pa) "Indice des salaires" désigne l'indice des salaires utilisé dans le calcul des prestations conformément au règlement 2.
- pb) "Maximum des gains annuels ouvrant droit à pension" s'entend au sens du Régime des pensions du Canada.
- q) Toute expression qui, dans la Partie I, désigne une personne de sexe masculin peut s'interpréter comme désignant une personne de sexe féminin et toute expression de la Partie I qui désigne une personne de sexe féminin peut s'interpréter comme désignant une personne de sexe masculin, sauf si l'article où ladite expression figure exclut expressément cette disposition.

4. PERSONS WHO SHALL CONTRIBUTE

- (1) Subject to Sections 4(1.1), 4(1.2), 4(1.3) and 4(1.4), the following persons shall contribute to Part I:
- (a) All persons in the service of the Corporation on January 1, 1992, who on December 31, 1991, were required to contribute under the CBC Pension Plan, and

4. PERSONNES DEVANT COTISER

- (1) Sous réserve des articles 4(1.1), 4(1.2), 4(1.3) et 4(1.4), les personnes suivantes doivent verser des cotisations au titre de la Partie I :
- a) toute personne au service de la Société le 1er janvier 1992 et qui, au 31 décembre 1991, était tenue de verser des cotisations au titre du Régime de retraite de Radio-Canada, et

(b) all persons in the service of the Corporation on and after January 1, 1992, while such persons are classified as employees, as defined in Section 3(fb) but shall not include:

- (i) persons appointed to the staff of the Corporation on or before August 31, 1961, who were prevented only by reason of age or marital status from entering the Group Annuity Plan, who were less than sixty-five years of age on September 1, 1961, and who refused participation in the CBC Pension Plan, and
- (ii) all persons who, because of age and according to the provisions of Section 7(1)(d), are drawing a pension;
- (iii) persons who have elected under Section 8(14)(a) to continue to receive a pension;

(1.1) With respect to employees as defined in Section 3(fb)(ii) who rendered eligible service prior to January 1, 1994, and who were employees on January 1, 1994, they may contribute under Part I if they so elect. An election of the option to contribute shall be subject to the following conditions:

- (i) if an election to contribute is submitted to the Pension Board after April 1, 1994, contributions, and consequently pensionable service, shall begin on a date which is the later of:
 - the first day of the month following submission of the election, or
 - the first day of the month following completion of the initial eligibility requirement.
- (ii) if an election to contribute is submitted to the Pension Board on or before April 1, 1994, contributions, and consequently pensionable service, shall begin on the first day of the month specified in the election, but such day cannot be earlier than the day which is the later of:
 - the first day of the month following completion of the initial eligibility requirement, or
 - January 1, 1987.

Any arrears of contribution payable upon such election shall be paid in a manner determined by the Corporation.

b) toute personne au service de la Société le ou après le 1er janvier 1992, et ayant la qualité d'employé tel que défini à la Section 3fb). Est toutefois exclue :

- (i) toute personne engagée par la Société le ou avant le 31 août 1961 qui n'a pu, en raison soit de son âge, soit de sa situation de famille, adhérer au régime collectif de rentes viagères, qui était âgée de moins de 65 ans au 1er septembre 1961 et qui avait refusé de participer au régime de retraite de Radio-Canada, et
- (ii) toute personne qui, en raison de son âge et conformément aux dispositions de l'article 7(1)d), perçoit une pension;
- (iii) toute personne qui, en vertu de l'article 8(14)a), a choisi de continuer de percevoir une pension.

(1.1) Les employés définis à l'article 3fb)(ii) ayant accompli un service admissible avant le 1er janvier 1994 et qui étaient employés à cette date peuvent cotiser conformément à la Partie I s'ils choisissent de le faire. Le choix de cotiser sera assujéti aux conditions suivantes :

- (i) Si le choix de cotiser est présenté au Conseil de fiducie après le 1er avril 1994, les cotisations et donc le service-pension commenceront à la plus lointaine des deux dates suivantes :
 - le premier jour du mois suivant la présentation du choix, ou
 - le premier jour du mois suivant la conformité aux conditions d'admissibilité initiales.
- (ii) Si le choix de cotiser est présenté au Conseil de fiducie au plus tard le 1er avril 1994, les cotisations et donc le service-pension commenceront le premier jour du mois précisé dans le choix, mais ce jour ne peut précéder la plus lointaine des deux dates suivantes :
 - le premier jour du mois suivant la conformité aux conditions d'admissibilité initiales, ou
 - le 1er janvier 1987.

Tout arriéré de cotisation payable au moment où est exercé ce choix sera payé de la façon déterminée par la Société.

With respect to employees as defined in Section 3(fb)(ii) who first became employees after January 1, 1994, they shall be eligible to contribute under Part I beginning on the first day for the month following the month in which their initial eligibility requirement is completed.

- (1.2) With respect to employees as defined in Section 3(fb)(iii) who rendered eligible service prior to or after September 1, 2002, they may contribute under Part I if they so elect. An election of the option to contribute shall be subject to the following conditions:
- (i) if an election to contribute is submitted to the Pension Board after September 1, 2002, contributions, and consequently pensionable service, shall begin on a date which is the later of:
- the first day of the month following submission of the election, or
 - the first day of the month following completion of the initial eligibility requirement.
- (ii) if an election to contribute is submitted to the Pension Board on or before September 1, 2002, contributions, and consequently pensionable service, shall begin on the first day of the month specified in the election, but such day cannot be earlier than the day which is the later of:
- the first day of the month following completion of the initial eligibility requirement, or
 - September 1, 2002.

- (1.3) With respect to employees as defined in Section 3(fb)(iv) who rendered eligible service prior to or after January 1, 2003, they may contribute under Part I if they so elect. An election of the option to contribute shall be subject to the following conditions:
- (i) if an election to contribute is submitted to the Pension Board after January 1, 2003, contributions, and consequently pensionable service, shall begin on a date which is the later of:
- the first day of the month following submission of the election, or
 - the first day of the month following completion of the initial eligibility requirement.

Les employés définis à l'article 3fb)(ii) qui deviennent employés après le 1er janvier 1994 pourront cotiser en vertu de la Partie I à partir du premier jour du mois suivant celui où ils satisfont aux conditions d'admissibilité initiales.

- (1.2) Les employés définis à l'article 3fb)(iii) ayant accompli un service admissible avant ou après le 1er septembre 2002 peuvent cotiser conformément à la Partie I s'ils choisissent de le faire. Le choix de cotiser sera assujéti aux conditions suivantes :
- (i) Si le choix de cotiser est présenté au Conseil de fiducie après le 1er septembre 2002, les cotisations et donc le service-pension commenceront à la plus lointaine des deux dates suivantes :
- le premier jour du mois suivant la présentation du choix, ou
 - le premier jour du mois suivant la conformité aux conditions d'admissibilité initiales.
- (ii) Si le choix de cotiser est présenté au Conseil de fiducie au plus tard le 1er septembre 2002, les cotisations et donc le service-pension commenceront le premier jour du mois précisé dans le choix, mais ce jour ne peut précéder la plus lointaine des deux dates suivantes :
- le premier jour du mois suivant la conformité aux conditions d'admissibilité initiales, ou
 - le 1er septembre 2002.

- (1.3) Les employés définis à l'article 3fb)(iv) ayant accompli un service admissible avant ou après le 1er janvier 2003 peuvent cotiser conformément à la Partie I s'ils choisissent de le faire. Le choix de cotiser sera assujéti aux conditions suivantes :
- (i) Si le choix de cotiser est présenté au Conseil de fiducie après le 1er janvier 2003, les cotisations et donc le service-pension commenceront à la plus lointaine des deux dates suivantes :
- le premier jour du mois suivant la présentation du choix, ou
 - le premier jour du mois suivant la conformité aux conditions d'admissibilité initiales.

- (ii) if an election to contribute is submitted to the Pension Board on or before January 1, 2003, contributions, and consequently pensionable service, shall begin on the first day of the month specified in the election, but such day cannot be earlier than the day which is the later of:
- the first day of the month following completion of the initial eligibility requirement, or
 - January 1, 2003.
- (1.4) With respect to employees as defined in Section 3(fb)(v) who rendered eligible service prior to or after January 1, 2006, they may contribute under Part I if they so elect. An election of the option to contribute shall be subject to the following conditions:
- (i) if an election to contribute is submitted to the Pension Board after January 1, 2006, contributions, and consequently pensionable service, shall begin on a date which is the later of:
- the first day of the month following submission of the election, or
 - the first day of the month following completion of the initial eligibility requirement.
- (ii) if an election to contribute is submitted to the Pension Board on or before January 1, 2006, contributions, and consequently pensionable service, shall begin on the first day of the month specified in the election, but such day cannot be earlier than the day which is the later of:
- the first day of the month following completion of the initial eligibility requirement, or
 - January 1, 2006.
- (2) Notwithstanding the provisions of Section 4(1), no person shall be required to contribute to Part I who objects to becoming a contributor because of a bona fide religious belief and provides such evidence as may be required by the Pension Board in respect of such person's application to waive participation in Part I, and the decision of the Pension Board shall be binding and conclusive upon the contributor.
- (3) Notwithstanding anything in Part I, any person who, except for the provisions of this paragraph, would be eligible and required to contribute to Part I, shall not be eligible or required to contribute to nor eligible to receive any benefits from Part I in respect of any
- (ii) Si le choix de cotiser est présenté au Conseil de fiducie au plus tard le 1er janvier 2003, les cotisations et donc le service-pension commenceront le premier jour du mois précisé dans le choix, mais ce jour ne peut précéder la plus lointaine des deux dates suivantes :
- le premier jour du mois suivant la conformité aux conditions d'admissibilité initiales, ou
 - le 1er janvier 2003.
- (1.4) Les employés définis à l'article 3fb)(v) ayant accompli un service admissible avant ou après le 1er janvier 2006 peuvent cotiser conformément à la Partie I s'ils choisissent de le faire. Le choix de cotiser sera assujéti aux conditions suivantes :
- (i) Si le choix de cotiser est présenté au Conseil de fiducie après le 1er janvier 2006, les cotisations et donc le service-pension commenceront à la plus lointaine des deux dates suivantes :
- le premier jour du mois suivant la présentation du choix, ou
 - le premier jour du mois suivant la conformité aux conditions d'admissibilité initiales.
- (ii) Si le choix de cotiser est présenté au Conseil de fiducie au plus tard le 1er janvier 2006, les cotisations et donc le service-pension commenceront le premier jour du mois précisé dans le choix, mais ce jour ne peut précéder la plus lointaine des deux dates suivantes :
- le premier jour du mois suivant la conformité aux conditions d'admissibilité initiales, ou
 - le 1er janvier 2006.
- (2) Nonobstant les dispositions ci-dessus de l'article 4(1), nul ne sera tenu de cotiser à la Partie I s'il s'y objecte en vertu d'une conviction religieuse et fournit les preuves que le Conseil de fiducie pourrait exiger au moment où il demanderait à être exempté de participer à la Partie I, étant précisé que la décision du Conseil de fiducie est déterminante et lie le cotisant.
- (3) Nonobstant toute autre disposition de la Partie I, toute personne qui, n'était-ce des dispositions du présent paragraphe, serait admissible et tenue de cotiser à la Partie I, n'est ni admissible ni tenue de cotiser, ni admissible aux prestations prévues à la Partie I, pour toute

period during which by reason of an election pursuant to the Public Service Superannuation Act such person is deemed to be employed in the Public Service on a full-time basis and is deemed to be absent from the Public Service on leave of absence without pay. During such period the Corporation shall make payments into the Public Service Superannuation Account equal to the amounts required to be paid into the said account by such person pursuant to the Public Service Superannuation Act by reason of such election.

- (4) The contributions anticipated by this Section 4 shall not be made if prevented by Section 6(4).
- (5) Subject to the provisions of this Section 4, no employee shall be permitted to cease contributions to Part I of the Plan.

5. GUARANTEE OF THE CORPORATION

The Corporation guarantees the payment of the pensions and other benefits payable under the terms of this pension plan.

6. CONTRIBUTIONS

- (1) Except as otherwise specifically provided, contributions to Part I shall be made by a contributor by a deduction from salary (while he remains an employee in receipt of salary) of the following amounts:
 - (a) in respect of salary up to and including the maximum public pension plan earnings, five and one-fifteenth percent of his salary, and
 - (b) in respect of salary exceeding the maximum public pension plan earnings, six and two-thirds percent of his salary.
- (2) Notwithstanding Section 6(1) and 6(8)(a), the rates of contributions set out in Section 6(1)(b) and 6(8)(a)(ii), as applicable, shall apply to the entire salary during any period in which the contributor is not required to contribute to the public pension plan by reason of age.
- (3) Notwithstanding any other provisions of Part I, but subject to Section 6(8)(m), any female employee may, if she so elected prior to February 15, 1976, contribute an amount which is one percent of her salary less than the rates of contributions stated in Section 6(1) or Section 6(2), as the case may be.
- (4) Subject to Section 10(1), when the total pensionable service of a contributor under Part I and Part II combined reaches thirty-five

période durant laquelle, en vertu d'un choix exercé sous le régime de la Loi sur la pension de la Fonction publique, elle est censée être à plein temps au service de la Fonction publique et être en congé non payé de la Fonction publique. Pendant cette période, la Société verse au compte de la pension de la Fonction publique des montants égaux aux montants devant être versés à ce compte par cette personne sous le régime de la Loi sur la pension de la Fonction publique en vertu du choix qu'elle a exercé.

- (4) Les cotisations prévues à cet article 4 ne sont versées que sous réserve de l'article 6(4).
- (5) En vertu des dispositions de l'article 4, on ne permettra à aucun employé de cesser de cotiser au titre de la Partie I du Régime de retraite.

5. GARANTIE DE LA SOCIÉTÉ

La Société garantit le paiement des pensions et autres prestations payables en vertu de la Partie I.

6. COTISATIONS

- (1) Sauf stipulation contraire, les cotisations à la Partie I sont prélevées sur le salaire du cotisant (tant que celui-ci touche un salaire en qualité d'employé) selon les modalités suivantes :
 - a) à l'égard du salaire jusqu'à concurrence du maximum des gains annuels ouvrant droit à pension, cinq et un quinzième pour cent du salaire, et
 - b) à l'égard d'un salaire dépassant le maximum des gains annuels ouvrant droit à pension, six et deux tiers pour cent du salaire.
- (2) Nonobstant le paragraphe 6(1) et 6(8)a) ci-dessus, le taux de cotisation fixé au paragraphe 6(1)b) ou 6(8)a)(ii) ci-dessus s'applique à la totalité du salaire durant toute période au cours de laquelle le cotisant n'est pas tenu de cotiser au régime de pension de l'Etat en raison de son âge.
- (3) Nonobstant toute autre disposition de la Partie I, mais sous réserve du paragraphe 6(8)m), toute employée de sexe féminin peut, si elle s'est prévaluée de cette option avant le 15 février 1976, verser une cotisation dont le montant est inférieur de 1 pour cent de son salaire aux taux de cotisation fixés aux paragraphes 6(1) ou 6(2), selon le cas.
- (4) Sous réserve de l'article 10(1), dès que le total du service-pension accumulé par un cotisant au titre de la Partie I et de la Partie II atteint

years, the contributions of such contributor shall cease. For all purposes of Part I, excepting the computation of the accumulated employee contributions of such contributor, it shall be deemed that such contributor continued to make the contributions which would have been made except for this Section 6(4).

- (5) The contributions to be deducted from the salary of a contributor from time to time shall be limited, where applicable, to take into account, as described below, the maximum pension permitted from time to time by Revenue Canada or by the Income Tax Act of Canada, as the case may be, as a condition for registration of pension plans under said Act.
- (6) Contributions for any period during which a contributor receives salary shall be limited to such part of the contributor's salary as would be sufficient to result in said maximum pension for the calendar year in which the contribution is made, based on the assumption that the Year's Maximum Pensionable Earnings and the contributor's salary for any other period were the same as for such period.
- (7) For the period of January 1, 1998 to December 31, 1999 inclusive, the percentage of contributions to Part I referred to in Section 6(1)(a) and Section 6(1)(b) shall be reduced by two and nine tenths percent (2.9%). The aforesaid reduction shall not apply as it pertains to Section 12 of the Plan.
- (8)
 - (a) For the period of January 1, 2000 to December 31, 2003 inclusive, the rates of contribution described in Section 6(1) shall be replaced by the following rates
 - (i) in respect of salary up to and including the maximum public pension plan earnings, four and two tenths percent (4.2%) of his salary, and
 - (ii) in respect of salary exceeding the maximum public pension plan earnings, five and a half percent (5.5%) of his salary.
 - (b) Subject to the conditions below, seventeen and two tenths percent (17.2%) of the accumulated employee contributions with respect to service before January 1, 2000 for a contributor will be redesignated as voluntary employee contributions and paid to the contributor in the manner described below.

35 années, celui-ci cesse de verser des cotisations. Pour tous les besoins de la Partie I, sauf le calcul des cotisations salariales accumulées par le cotisant, le cotisant est réputé avoir continué à verser les cotisations qu'il aurait versées en l'absence de cet article 6(4).

- (5) Les cotisations à prélever sur le salaire d'un cotisant sont limitées de temps à autre, le cas échéant, de manière à respecter, conformément à ce qui suit, la pension maximale autorisée par Revenu Canada ou par la Loi de l'impôt sur le revenu du Canada, selon le cas, comme condition d'agrément des régimes de pension prévue dans ladite Loi.
- (6) Les cotisations pour toute période durant laquelle un cotisant perçoit un salaire sont limitées à la portion du salaire qui suffit à lui procurer ladite pension maximale pour l'année civile au cours de laquelle des cotisations sont versées, en supposant que le maximum des gains annuels ouvrant droit à pension ainsi que le taux de salaire du cotisant pour les autres périodes de paie sont les mêmes que pour la période en cause.
- (7) Pour la période comprise entre le 1er janvier 1998 et le 31 décembre 1999, inclusivement, les taux de cotisation salariale stipulés à l'alinéa 6(1)a) et à l'alinéa 6(1)b) de la Partie I sont réduits de deux et neuf dixièmes pour cent (2,9%). La réduction susmentionnée ne s'applique pas aux cotisations exigibles en vertu de l'article 12 du Régime de retraite de Radio-Canada.
- (8)
 - a) Pour la période du 1er janvier 2000 au 31 décembre 2003 inclusivement, les taux de cotisation décrits au paragraphe 6(1) doivent être remplacés par les taux suivants :
 - (i) à l'égard du salaire jusqu'à concurrence du maximum des gains annuels ouvrant droit à pension, quatre et deux dixièmes pour cent (4,2 %) du salaire, et
 - (ii) à l'égard d'un salaire dépassant le maximum des gains annuels ouvrant droit à pension, cinq et un demi pour cent (5,5 %) du salaire.
 - b) Sous réserve des dispositions ci-après, dix-sept et deux dixièmes pour cent (17,2 %) des cotisations salariales accumulées au titre des services accomplis avant le 1er janvier 2000 sont transformés en cotisations volontaires et versés au cotisant selon les modalités ci-après.

- (c) Where a former contributor has deceased prior to January 1, 2000 and his spouse and/or children, as defined in Section 3 are in receipt of a payment from the CBC Pension Plan as of January 1, 2000, the former contributor's accumulated employee contributions will be adjusted as follows, for purposes of Section 6(8)(b).
- (i) in respect of a spouse, 60% of the former contributor's accumulated employee contributions;
 - (ii) in respect of a child where a spouse is also in receipt of a payment, 12% of the former contributor's accumulated employee contributions;
 - (iii) in respect of a child where a spouse is not in receipt of a payment, 24% of the former contributor's accumulated employee contributions;
 - (iv) if there are more than three children, a total of 40% or 96% of the former contributor's accumulated employee contributions, as the case may be, will be redesignated and divided among them in such manner and such shares as the Pension Board considers equitable.
- (d) A former contributor who received a return of contributions or a transfer of his pension benefit credit pursuant to Section 11 prior to January 1, 2000 shall not be entitled to have any portion of his accumulated employee contributions redesignated as voluntary employee contributions as described in Section 6(8)(b) above.
- (e) For purposes of Section 6(8)(b) a contributor whose final salary year is 2000 or later, the relevant date in respect of paragraph (e) of Regulation 1 shall be deemed to be December 31, 1999.
- (f) Interest shall be added to the redesignated contributions from January 1, 2000 until the first day of the month in which such amount is transferred out of the CBC Pension Fund at the prescribed rate.
- (g) Redesignated contributions in respect of service on or before December 31, 1990 and all redesignated contributions paid to a spouse may be transferred to the contributor, former contributor or spouse's Registered Retirement Savings Plan, Registered Retirement Income Fund or any other such account as permitted under the Income Tax Act. The contributor, former contributor or spouse, as the case may be, shall notify the Pension Board in authorized
- c) Lorsqu'un ancien cotisant est décédé avant le 1er janvier 2000 et que son conjoint ou ses enfants au sens de l'article 3 sont bénéficiaires d'un paiement du régime de retraite de Radio-Canada au 1er janvier 2000, les cotisations salariales accumulées de l'ancien cotisant sont rajustées comme suit, pour les fins du paragraphe 6(8)b :
- (i) pour le conjoint, 60 % des cotisations salariales accumulées de l'ancien cotisant;
 - (ii) pour un enfant, lorsque le conjoint est également bénéficiaire d'un paiement, 12 % des cotisations salariales accumulées de l'ancien cotisant;
 - (iii) pour un enfant, lorsque le conjoint n'est pas bénéficiaire d'un paiement, 24 % des cotisations salariales accumulées de l'ancien cotisant;
 - (iv) pour trois enfants ou plus, 40 % ou 96 %, au total, des cotisations salariales accumulées de l'ancien cotisant, selon le cas, transformées et partagées entre eux selon les modalités et dans les proportions que le Conseil de fiducie de la Caisse de retraite juge équitables.
- d) Un ancien cotisant qui a reçu avant le 1er janvier 2000 un remboursement de cotisations ou un transfert de droits à retraite en exécution de l'article 11 n'a droit à aucune portion des cotisations salariales accumulées transformées en cotisations volontaires conformément au paragraphe 6(8)b ci-haut.
- e) Pour les fins du paragraphe 6(8)b, un cotisant dont la dernière année de salaire est l'année 2000 ou une année postérieure, la date retenue pour l'application de l'alinéa (e) du Règlement 1 est le 31 décembre 1999.
- f) L'intérêt, au taux prescrit, est ajouté aux cotisations transformées, du 1er janvier 2000 au premier du mois au cours duquel cette somme est affectée hors du régime de retraite de Radio-Canada.
- g) Les cotisations transformées liées aux services accomplis jusqu'au 31 décembre 1990 inclus et toutes les cotisations transformées versées au conjoint peuvent être transférées au Régime enregistré d'épargne-retraite ou au Fonds enregistré de revenu de retraite du cotisant, de l'ancien cotisant ou du conjoint, ou à tout autre compte de l'une ou l'autre de ces personnes qui est autorisé par la Loi de l'impôt sur le revenu. Le cotisant, l'ancien cotisant ou le conjoint, s⁶000281

form and within 60 days of receiving a statement of the redesignated contributions, otherwise the redesignated contributions will be treated as described in Section 6(8)(i) below.

- (h) Any amount transferred on a tax-sheltered to a Registered Retirement Savings Plan or Registered Retirement Income Fund as per Section 6(8)(g) shall be transferred to such plans offered by the Corporation and shall be subject to the provisions of the Income Tax Act.
- (i) In all other cases apart from those described in Section 6(8)(g) above, the redesignated contributions shall be paid to the contributor, former contributor, spouse and/or children in cash, subject to applicable withholding taxes.
- (j) For greater certainty, and only for the purposes of this Section 6(8), employee contributions made pursuant to Section 12 on or before December 31, 1999 shall be deemed to be part of accumulated employee contributions. However, Section 12(7)(c) shall not apply. Furthermore, any outstanding contributions remaining to be paid as at January 1, 2000 under Section 12 shall be reduced by seventeen and two tenths percent (17.2%) in a manner determined by the Corporation.
- (k) For greater certainty, and only for the purposes of this Section 6(8), employee contributions made pursuant to Section 12A, 12B or 12C, as the case may be, on or before December 31, 1999 shall be deemed to be part of accumulated employee contributions. However, Section 12(7)(c) shall not apply. Outstanding contributions remaining to be paid as at January 1, 2000 shall continue without change.
- (l) Where a contributor has been credited with service pursuant to an agreement mentioned in Section 9(15) or where the Corporation has received a written notice of intention by December 31, 1999 that the contributor will avail himself of such an agreement, the Corporation shall determine what portion of any payment received by the Pension Board shall be deemed to be accumulated employee contributions for the purposes of Section 6(8). Any outstanding payments not received as at January 1, 2000 further to such an agreement shall be adjusted appropriately at the sole discretion of the Corporation.
- (m) For the period of January 1, 2000 to December 31, 2003 inclusive, the rates of contribution, as applicable to females subject to Section 6(3),

l'instruction au Conseil de fiducie de la Caisse de retraite, en bonne et due forme et dans les 60 jours de la réception du relevé des cotisations transformées, faute de quoi ces cotisations sont traitées suivant le paragraphe 6(8)i) ci-après.

- h) Toute somme transférée en franchise fiscale à un Régime enregistré d'épargne-retraite ou à un Fonds enregistré de revenu de retraite en exécution du paragraphe 6(8)g) est affectée à un ou à des régimes offerts par la Société, en conformité avec les dispositions de la Loi de l'impôt sur le revenu.
- i) Dans tous les cas autres que ceux exposés au paragraphe 6(8)g) ci-haut, les cotisations transformées sont versées en espèces au cotisant, à l'ancien cotisant, au conjoint ou aux enfants, diminuées des retenues fiscales applicables.
- j) Pour assurer avec une plus grande certitude l'application du paragraphe 6(8), il a été prévu que les cotisations salariales versées conformément à l'article 12 jusqu'au 31 décembre 1999 inclus sont considérées comme faisant partie des cotisations salariales accumulées. Par contre, le paragraphe 12(7)(c) ne s'applique pas. En outre, toutes les cotisations arriérées restant à verser au 1er janvier 2000 en vertu de l'article 12 sont réduites de dix-sept et deux dixièmes pour cent (17,2 %), selon les modalités déterminées par la Société.
- k) Pour assurer avec une plus grande certitude l'application du paragraphe 6(8), il a été prévu que les cotisations salariales versées conformément à l'article 12A, 12B ou 12C, selon le cas, jusqu'au 31 décembre 1999 inclus sont considérées comme faisant partie des cotisations salariales accumulées. Par contre, le paragraphe 12(7)(c) ne s'applique pas. Les cotisations arriérées restant à verser au 1er janvier 2000 continuent d'être versées sans modification.
- l) Lorsque des services accomplis ont été portés au crédit du compte d'un cotisant dans le cadre d'une entente prévue au paragraphe 9(15) ou lorsque la Société a reçu au plus tard le 31 décembre 1999 un avis écrit du cotisant lui signifiant son intention de souscrire à cette entente, la Société calcule la partie des paiements reçus par le Conseil de fiducie de la Caisse de retraite qui doit être intégrée dans les cotisations salariales accumulées aux fins de l'application du paragraphe 6(8). Tout arriéré non reçu le 1er janvier 2000 par suite de cette entente est rajusté de façon adéquate, au seul gré de la Société.
- m) Pour la période du 1er janvier 2000 au 31 décembre 2003 inclusivement, les taux de cotisation applicables aux employées

shall be the rates of contribution mentioned in Section 6(8)(a)(i) or 6(8)(a)(ii) less eight and a half tenths percent (0.85%) of salary.

- (n) Redesignated contributions of contributors whose pension benefit or pension benefit credit has been subject to an assignment further to the breakdown of spousal relationship, where the date of assignment is on or before December 31, 1999, shall not be affected by such an assignment. For greater certainty, in no event shall the former spouse of the contributor receive any part of the redesignated contributions.

7. BENEFITS

In applying provisions of Sections 7(1), 7(2) and 7(3), the additions or limitations as the case may be, in Sections 7(4), 7(5) and 7(6) shall apply where relevant.

Furthermore in applying the provisions of Section 7, a contributor shall be deemed not to have ceased to be an employee until such contributor has reached a final salary year.

- (1) Except as otherwise specifically provided in Part I, benefits on ceasing to be an employee for any reason other than death or becoming disabled,
- (a) In respect of contributory service before January 1, 1987,
- (i) If a contributor ceases to be an employee before normal retirement date, having contributory service (including contributory service rendered on and after January 1, 1987) of less than ten years and general service of less than ten years, or if he ceases to be an employee before attaining forty-five years of age having contributory service (including contributory service rendered on and after January 1, 1987) of less than ten years, a return of contributions shall be paid to such contributor.
- (ii) A contributor, on ceasing to be an employee before normal retirement date, having contributory service (including contributory service rendered on and after January 1, 1987) of at least ten years, shall then have the option of electing
- a return of contributions, subject to the conditions of paragraph (iii) of this Section 7(1)(a), or

assujetties aux dispositions du paragraphe 6(3) sont ceux prévus au sous-alinéa 6(8)a)(i) ou 6(8)a)(ii), diminués de huit et un demi-dixième pour cent (0,85 %) du centième du salaire.

- n) Les cotisations transformées des cotisants dont les prestations de retraite ou les droits à retraite ont fait l'objet d'une cession par suite de la dissolution des liens conjugaux ne sont pas touchées par cette cession si celle-ci a été effectuée le 31 décembre 1999 ou antérieurement. En aucun cas l'ancien conjoint du cotisant ne recevra quelque partie que ce soit des cotisations transformées.

7. PRESTATIONS

Pour les besoins des articles 7(1), 7(2) et 7(3), les ajouts ou les restrictions, selon le cas, prévus aux articles 7(4), 7(5) et 7(6) s'appliquent lorsque pertinent.

En outre, pour les besoins de cet article 7, un cotisant est réputé ne pas avoir perdu sa qualité d'employé tant qu'il n'a pas atteint sa dernière année de salaire.

- (1) Sauf stipulations contraires à la Partie I, les prestations versées au cotisant qui perd sa qualité d'employé pour toute autre raison que le décès ou l'invalidité sont les suivantes :
- a) À l'égard du service cotisable antérieur au 1er janvier 1987.
- (i) S'il perd sa qualité d'employé avant la date réglementaire de la retraite, en ayant à son actif moins de 10 années de service cotisable (y compris le service cotisable rendu à compter du 1er janvier 1987) et moins de 10 années de service général ou, s'il est âgé de moins de 45 ans et qu'il a à son actif moins de 10 années de service cotisable (y compris le service cotisable rendu à compter du 1er janvier 1987), ses cotisations lui sont remboursées.
- (ii) S'il perd sa qualité d'employé avant la date réglementaire de la retraite, en ayant à son actif au moins 10 années de service cotisable (y compris le service cotisable rendu à compter du 1er janvier 1987), il a le choix entre les options suivantes :
- un rembourse-ment de ses cotisations, sous réserve des dispositions du paragraphe (iii) de cet article 7(1)a), ou

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if before optional retirement date, a deferred pension, or	s'il n'a pas encore atteint la date facultative de la retraite, une pension différée, ou
if at or after optional retirement date, a deferred or immediate pension.	s'il a atteint ou dépassé la date facultative de la retraite, une pension différée ou immédiate.
(iii) If at the time of ceasing to be an employee a contributor had attained the age of forty-five years, and had contributory service (including contributory service rendered on and after January 1, 1987) or general service of at least ten years, an option for a return of contributions can be elected only in respect of pensionable service rendered before October 1, 1967.	(iii) S'il perd sa qualité d'employé à l'âge de 45 ans ou plus, en ayant à son actif au moins dix années de service cotisable (y compris le service cotisable rendu à compter du 1er janvier 1987) ou de service général, il ne peut choisir le remboursement de ses cotisations qu'à l'égard du service ouvrant droit à pension rendu avant le 1er octobre 1967.
(b) In respect of contributory service on and after January 1, 1987,	b) À l'égard du service cotisable rendu à compter du 1er janvier 1987.
(i) A contributor, on ceasing to be an employee before normal retirement date, having contributory service (including contributory service rendered before January 1, 1987) of less than two years, shall then receive a return of contributions.	(i) Lorsqu'un cotisant perd sa qualité d'employé avant la date réglementaire de la retraite, en ayant à son actif moins de deux années de service cotisable (y compris le service cotisable rendu avant le 1er janvier 1987), il a droit à un remboursement de ses cotisations.
(ii) A contributor, on ceasing to be an employee before normal retirement date, having contributory service (including contributory service rendered before January 1, 1987) of at least two years, shall then receive, as he may elect,	(ii) Lorsqu'un cotisant perd sa qualité d'employé avant la date réglementaire de la retraite, en ayant à son actif au moins deux années de service cotisable (y compris le service cotisable antérieur au 1er janvier 1987), il a le choix entre,
if before optional retirement date, a deferred pension, or	s'il n'a pas atteint la date facultative de la retraite, une pension différée, ou
if at or after optional retirement date, a deferred or immediate pension.	s'il a atteint ou dépassé la date facultative de la retraite, une pension différée ou immédiate.
(ba) Notwithstanding any other provision of this Part I, if a contributor ceases to be an employee at or after optional retirement date, having contributory service of at least two years, he shall receive, as he may elect, a deferred or immediate pension.	ba) Nonobstant toute autre disposition de cette Partie I, si un cotisant perd sa qualité d'employé à compter de la date facultative de la retraite, en ayant à son actif au moins deux années de service cotisable, il recevra, selon son choix, une pension différée ou immédiate.
(c) A contributor ceasing to be an employee at normal retirement date shall receive an immediate pension.	c) Lorsqu'un cotisant perd sa qualité d'employé à la date réglementaire de la retraite, il a droit à une pension immédiate.
(d) A contributor ceasing to be an employee after normal retirement date shall receive an immediate pension, provided	d) Lorsqu'un cotisant perd sa qualité d'employé après la date réglementaire de la retraite, il a droit à une pension

that no contributor shall be deemed to be an employee during any period on or after the first day of the month of December in the year in which the contributor attains the age of sixty-nine years, and an immediate pension shall commence no later than such day.

- (e) Effective January 1, 1992, the amount of immediate or deferred pension payable under the terms of Sections 7(1)(a) and 7(1)(b), if made payable before the contributor's normal retirement date as defined in Section 3(j), shall be equal to the amount of pension payable on his normal retirement date as defined in Section 3(j) reduced by 6/12% for each of the first 36 months by which the date from which his pension is actually made payable precedes his normal retirement date, by a further 5/12% for each of the next 36 such months, and by a further 4/12% for each of the next 48 such months. However, in no case, shall such reduction in his pension result in pension benefits that are less than the actuarial equivalent of the pension benefits which would have been payable had his pension commenced to be paid on his normal retirement date. For the purposes of this Section 7(1)(e) only, except as otherwise provided, the normal retirement date of a contributor shall be deemed to be:

- (i) if his attained age when added to his contributory service total 85 years or more, the last day of the month in which he ceases to be an employee.
- (ii) if he does not satisfy the criteria of Section 7(1)(e)(i) foregoing, but if he has either rendered at least twenty-five years of contributory service or attained the age of at least forty-five years and rendered at least ten years of general service, the latest of

the last day of the month in which he ceases to be an employee, or

the last day of the month in which his age when added to his contributory service would have totalled eighty-five years had he remained in service until such day,

but in no case shall the normal retirement date of an employee be deemed to be later than his normal retirement date as defined in Section 3(j).

immédiate, étant entendu qu'il ne saurait être considéré comme employé à compter du premier jour du mois de décembre de l'année au cours de laquelle il atteint 69 ans, une pension immédiate devant lui être versée au plus tard à partir de ce jour-là.

- e) À compter du 1er janvier 1992, le montant de la pension immédiate ou différée payable en vertu des paragraphes 7(1)a) et 7(1)b), lorsque le cotisant n'a pas atteint la date réglementaire de la retraite, au sens de l'article 3j), est égal au montant de la pension payable à la date réglementaire de sa retraite au sens de l'article 3j), celui-ci étant réduit de 6/12 % pour chacun des 36 premiers mois de la période allant de la date à laquelle sa pension devient effectivement payable à la date réglementaire de sa retraite, de 5/12 % pour chacun des 36 mois suivants et de 4/12 % pour chacun des 48 mois suivants. Étant précisé, toutefois, que cette réduction de sa pension ne saurait en aucun cas procurer des prestations qui sont inférieures à l'équivalent actuariel des prestations qui lui auraient été versées si le service de la pension avait commencé à la date réglementaire de sa retraite. Pour les besoins de cet article 7(1)e), sauf stipulation contraire, la date réglementaire de la retraite d'un cotisant est réputée être :

- (i) Lorsque le total de son âge et de son service cotisable atteint 85 ans ou plus, le dernier jour du mois au cours duquel il perd sa qualité d'employé.
- (ii) S'il ne satisfait pas aux critères de l'article 7(1)e)(i) ci-dessus, mais qu'il a soit à son actif au moins 25 années de service cotisable, soit atteint au moins 45 ans et accompli au moins 10 années de service général, la plus tardive des dates suivantes :

le dernier jour du mois au cours duquel il perd sa qualité d'employé, ou

le dernier jour du mois au cours duquel le total de son âge et de son service cotisable aurait atteint 85 ans, s'il était demeuré au service de la Société jusqu'à ce jour-là,

étant précisé qu'en aucun cas la date réglementaire de la retraite d'un employé ne saurait être postérieure à la date réglementaire de retraite définie à l'article 3j).

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| <p>(iii) if he does not satisfy the criteria of Section 7(1)(e)(i) or 7(1)(e)(ii) foregoing, but if he has rendered twenty or more but less than twenty-five years of contributory service, and either has not attained the age of forty-five years or has not rendered ten years of general service, the last day of the month in which his age when added to his contributory service would total 85 years,</p> | <p>(iii) S'il ne satisfait pas aux critères des articles 7(1)e(i) ou 7(1)e(ii) ci-dessus, mais qu'il a à son actif 20 ou plus mais moins de 25 années de service cotisable, et qu'il n'a soit pas atteint l'âge de 45 ans, soit pas à son actif 10 années de service général, le dernier jour du mois au cours duquel le total de son âge et de son service cotisable atteindra 85 ans.</p> |
| <p>(iv) if he does not satisfy the criteria of Section 7(1)(e)(i), 7(1)(e)(ii) or 7(1)(e)(iii) foregoing, his normal retirement date shall be as defined in Section 3(j).</p> | <p>(iv) S'il ne satisfait aux critères des articles 7(1)e(i), 7(1)e(ii) ou 7(1)e(iii) ci-dessus, la date réglementaire de sa retraite est conforme à la définition de l'article 3j).</p> |
| <p>(v) For all purposes of this Section 7(1)(e), both "attained age" and "contributory service" shall be calculated in years and fractions thereof. Only complete calendar months shall be taken into account, and a complete calendar month shall be regarded as one-twelfth of one year.</p> | <p>(v) Pour tous les besoins de cet article 7(1)e), à la fois l'âge atteint et le service cotisable sont calculés en années et en fractions d'années. Seuls les mois civils complets sont pris en considération et un mois civil complet équivaut à un douzième d'une année.</p> |
| <p>(vi) For all purposes of this Section 7(1)(e), contributory service shall be deemed not to include any period for which the contributor was granted leave without payment of salary and for which contributions were not made as provided under Section 8(3).</p> | <p>(vi) Pour tous les besoins de cet article 7(1)e), est exclue du service cotisable toute période durant laquelle le cotisant était en congé sans salaire autorisé et pour laquelle aucune cotisation n'a été versée tel que prévu sous l'article 8(3).</p> |
| <p>(2) Except as otherwise specifically provided in Part I, benefits, on ceasing to be an employee by reason of becoming disabled,</p> | <p>(2) Sauf stipulations contraires à la Partie I, les prestations versées au cotisant qui perd sa qualité d'employé parce qu'il est frappé d'invalidité sont les suivantes :</p> |
| <p>(a) If a contributor has rendered less than two years of contributory service, a return of contributions shall be paid.</p> | <p>a) S'il a à son actif moins de deux années de service cotisable, ses cotisations lui sont remboursées.</p> |
| <p>(b) If such contributor has rendered at least two years of contributory service, an immediate pension shall be paid, computed according to Section 8(1) herein except as provided in Sections 7(2)(c) and 7(2)(d).</p> | <p>b) S'il a à son actif au moins deux années de service cotisable, il a droit à une pension immédiate calculée conformément à l'article 8(1) ci-après, sous réserve des dispositions des articles 7(2)(c) et 7(2)(d).</p> |
| <p>(c) Subject to Section 7(2)(d), in addition to the pension provided by Section 7(2)(b), an immediate pension will be paid equal to the excess, if any, of</p> | <p>c) Sous réserve de l'article 7(2)(d), outre la pension prévue à l'article 7(2)(b), il a droit à une pension immédiate équivalente à l'excédent, le cas échéant, de :</p> |
| <p>the pension computed as two percent of the contributor's pensionable salary rate multiplied by the number of years of assumed pensionable service of such contributor</p> | <p>la pension calculée à raison de deux pour cent de son taux de salaire ouvrant droit à pension multiplié par le nombre d'années de service ouvrant droit à pension présumé</p> |

over
the sum computed from time to time of such contributor's pension according to the provisions of Part I, other than this Section 7(2)(c) and the pensions, if any, which such contributor receives or is eligible to receive from the public pension plan or which such contributor receives or is eligible to receive under Part II.

sur
la somme de sa pension calculée conformément aux dispositions de la Partie I autres que celles de cet article 7(2)c), et des pensions, le cas échéant, qu'il perçoit ou auxquelles il est admissible en vertu du régime de pension de l'État ou au titre de la Partie II.

- (d) The total of the pensions granted under Sections 7(2)(b) and 7(2)(c) shall be reduced by any pension granted to such contributor under any legislation other than the public pension plan providing compensation in respect of any illness or injury suffered by such contributor in respect of employment by the Corporation, provided that such reduction shall not result in a total benefit under Part I of less than an immediate pension payable under Part I computed as though such contributor had reached normal retirement date and was not disabled.
- (e) Notwithstanding the foregoing provisions of this Section 7(2), a contributor may elect to receive instead of such benefits, the benefits which would be granted if such contributor had ceased to be an employee for a reason other than death or becoming disabled.
- (3) Except as otherwise specifically provided in Part I, benefits payable following the death of a contributor,
- (a) Following the death of a contributor
- (i) who was an employee at the time of death, having less than two years of contributory service, or
- (ii) who was an employee at the time of death, having two years or more of contributory service and who is not survived by a spouse or children,
- a return of contributions shall be paid to such contributor's estate.
- (b) Following the death of a contributor who was an employee at the time of death and had two years or more of contributory service, and is survived by a spouse and/or children,
- if such contributor died before reaching optional retirement date, the following shall be paid:
- d) Le total des pensions accordées en vertu des articles 7(2)(b) et 7(2)(c) est réduit de toute pension consentie au cotisant en vertu d'une loi, autre que celle du régime de pension de l'État, en guise d'indemnités pour une maladie ou un accident attribuable à un emploi à la Société, étant précisé que cette réduction ne saurait ramener la pension payable en vertu de la Partie I à un montant inférieur à la pension immédiate payable au titre de la Partie I calculée comme si le cotisant avait atteint la date réglementaire de la retraite et n'était pas invalide.
- e) Nonobstant les dispositions précédentes de cet article 7(2), un cotisant peut choisir de recevoir, à la place de ces prestations, les prestations qui lui auraient été accordées s'il avait perdu sa qualité d'employé pour des raisons autres que le décès ou l'invalidité.
- (3) Sauf stipulations contraires à la Partie I, les prestations payables à la suite du décès d'un cotisant sont les suivantes :
- a) À la suite du décès d'un cotisant
- (i) qui était employé au moment de son décès et avait à son actif moins de deux années de service cotisable, ou
- (ii) qui était employé au moment de son décès, avait à son actif au moins deux années de service cotisable et ne laisse ni conjoint ni enfant survivant,
- un remboursement de ses cotisations est versé à sa succession.
- b) À la suite du décès d'un cotisant qui était employé au moment de son décès, avait à son actif deux années ou plus de service cotisable et laisse un conjoint et/ou des enfants survivants,
- s'il est décédé avant d'avoir atteint la date facultative de la retraite, les prestations suivantes sont versées :

- (i) immediate pensions to the contributor's spouse and/or children as follows:

to the spouse - sixty percent of the pension computed in respect of the contributor as two percent of such contributor's pensionable salary rate multiplied by the number of years of assumed pensionable service of such contributor (hereinafter referred to as "the basic pension").

In respect of each of his children, to a maximum of four children - one fifth of the basic pension, or if there is no living spouse of the contributor, two fifths of the basic pension.

If there are more than four children, the total of the pensions payable in respect of children shall be divided among them in such manner and in such shares as the Pension Board considers equitable and proper under the circumstances.

The total of pensions granted under this Section 7(3)(b)(i) shall be reduced by:

- (a) Any other pensions to which such contributor's spouse or children are entitled under Part I, in respect of previous employment of the contributor by the Corporation, and
- (b) Any pensions payable to the contributor's spouse or children, under the public pension plan; and
- (c) Any pensions which the contributor's spouse or children are granted under any legislation other than the public pension plan providing compensation in respect of any illness or injury suffered by the contributor in respect of such contributor's employment by the Corporation; and
- (d) Where the contributor's assumed pensionable service is greater than the contributor's pensionable service, any pension payable to the contributor's spouse or children under Part II;

provided that all of such reductions shall not result in a pension payable from time to time under Part I of less than the pension computed by deeming the "basic pension" to be sixty percent of

- (i) des pensions immédiates au conjoint et/ou aux enfants, selon les modalités suivantes :

Au conjoint - soixante pour cent de la pension calculée à raison de deux pour cent du taux de salaire pension du cotisant multiplié par le nombre d'années de service-pension présumé du cotisant (ci-après appelée pension de base).

À chacun de ses enfants, jusqu'à concurrence de quatre enfants - un cinquième de la pension de base ou, s'il n'y a pas de conjoint survivant, deux cinquièmes de la pension de base.

Lorsqu'il y a plus de quatre enfants, le Conseil de fiducie répartit entre eux les pensions globales payables en leur nom de la façon qu'il juge le plus équitable possible dans les circonstances.

Le total des pensions accordées au titre de cet article 7(3)(b)(i) est réduit de :

- a) toute pension à laquelle le conjoint ou les enfants du cotisant ont droit en vertu de la Partie I pour tout emploi précédent du cotisant à la Société,
- b) toute pension payable au conjoint ou aux enfants du cotisant au titre du régime de pension de l'État,
- c) toute pension à laquelle le conjoint ou les enfants du cotisant ont droit en vertu de toute loi, autre que le régime de pension de l'État, en guise d'indemnité pour un accident ou une maladie attribuable à un emploi du cotisant à la Société, et
- d) lorsque le service-pension présumé du cotisant est supérieur à son service-pension, toute pension payable au conjoint ou aux enfants en vertu de la Partie II,

étant précisé toutefois que ces réductions n'auraient en aucun cas ramené la pension payable au titre de la Partie I à un montant inférieur à la pension calculée en supposant que la

the pension computed in respect of the contributor according to the provisions of Section 8(1)(i).

The computation of pensions payable under this Section 7(3)(b)(i) shall be undertaken in respect of the surviving spouse and each of the surviving children individually.

- (ii) In respect of contributory service on and after January 1, 1987, in addition to the pensions described in the foregoing Section 7(3)(b)(i), a surviving spouse shall receive an actuarial equivalent pension, the value of which is equal to the amount, if any, by which the contributor's pension benefit credit at the time of death exceeds the spouse's pension benefit credit (such spouse's pension benefit credit being based on the spouse's pension as calculated in Section 7(3)(b)(i) adjusted, if applicable, as provided in Section 8(7)).
- (c) Following the death of a contributor who was an employee at the time of death, had two years or more of contributory service, and is survived by a spouse and/or children, if such contributor died after reaching optional retirement date, there shall be paid the benefits as set forth in Section 7(3)(b)(i) except that the reference made therein to Section 8(1)(i) shall be deemed to be a reference to Sections 8(1)(i) and 8(1)(ii).
- (d) Except as may be provided by an optional form of pension elected under Section 15(1) or deemed to be elected under Section 15(2) following the death of a contributor,

who was no longer an employee at the time of death, but who was either in receipt of a pension under Part I, or was eligible to receive either a deferred or immediate pension under Part I,

if such contributor is survived by a spouse (determined at the time of the contributor's death or of commencement of pension payments if earlier) and/or children, immediate pensions shall be paid as set forth in Sections 7(3)(b)(i) and 7(3)(b)(ii) if such contributor died before optional retirement date, and as set forth in Section 7(3)(c) if such contributor died on or after optional retirement date; such pension being calculated as if the contributor's assumed pensionable service were equal to his pensionable service.

“pension de base” est de soixante pour cent de la pension calculée à l'égard du cotisant conformément aux dispositions de l'article 8(1)(i).

Le calcul des pensions payables au titre de cet article 7(3)(b)(i) est effectué séparément pour le conjoint et chacun des enfants survivants.

- (ii) Pour le service cotisable accumulé à compter du 1er janvier 1987, le conjoint survivant a droit, outre les pensions décrites à l'article 7(3)(b)(i) ci-dessus, à un équivalent actuariel correspondant à l'excédent, le cas échéant, des droits à pension du cotisant au moment du décès, sur les droits à pension du conjoint (les droits à pension du conjoint étant basés sur la pension du conjoint calculée à l'article 7(3)(b)(i) et rajustée, le cas échéant, conformément à l'article 8(7).
- c) À la suite du décès d'un cotisant qui était employé au moment du décès, avait à son actif deux années ou plus de service cotisable et laisse un conjoint et/ou des enfants survivants, s'il avait atteint la date facultative de la retraite, sont versées les prestations décrites à l'article 7(3)(b)(i), étant précisé que la référence à l'article 8(1)(i) est réputée être une référence aux articles 8(1)(i) et 8(1)(ii).
- d) Sauf dans la mesure où un mode facultatif de versement est choisi en vertu de l'article 15(1) ou réputé être choisi en vertu de l'article 15(2), à la suite du décès d'un cotisant,

qui n'était plus employé au moment de son décès mais qui soit percevait une pension au titre de la Partie I, soit était admissible à recevoir une pension différée ou immédiate au titre de la Partie I.

s'il laisse un conjoint (au moment du décès du cotisant ou du début du service de la pension, si cela se produit avant) et/ou des enfants survivants, des pensions immédiates sont versées conformément aux articles 7(3)(b)(i) et 7(3)(b)(ii) si le cotisant est décédé avant la date facultative de la retraite, et conformément à l'article 7(3)(c) si son décès survient à ou après la date facultative de la retraite; cette pension étant calculée comme si le service-pension présumé du cotisant était l'équivalent de son service pension.

Notwithstanding the foregoing, and except as may be provided by an optional form of pension elected under Section 15(1) or deemed to be elected under Section 15(2), if the contributor's spouse at the time of the contributor's death or of commencement of pension payments to him was not the contributor's spouse when the contributor reached final salary year,

- (i) no pension shall be paid to the spouse if death occurs after pension payments have begun;
- (ii) no pension shall be paid to the spouse if death occurs before optional retirement date and before pension payments have begun except for benefits in accordance with Section 7(3)(b)(ii);
- (iii) if death occurs before pension payments have begun but after optional retirement date, benefits will be paid as if the contributor had retired for a reason other than disability on the date of his death with the 60% survivor option provided under Section 15(2)(a) in effect in respect of the pension for pensionable service from January 1, 1987, only.

(e) The pensions of surviving spouses and/or children of contributors who left the service of the Corporation before January 1, 1987, will be determined under the provisions of the CBC Pension Plan in effect on the date the contributor left the service of the Corporation and the pensions otherwise payable to such survivors will be increased by twenty percent effective on the first day of the month immediately following the date on which all necessary approvals, consents, or authorizations have been obtained, or the date the contributor died, whichever is later.

(f) Notwithstanding anything to the contrary in this Part I, if a contributor reaches final salary year on or after January 1, 1987, and a pension benefit credit has been paid out under the commutation provisions for small pensions of Section 8(12) or transferred out under the provisions of Section 11(1) or 11(2) before the first day of the month immediately following the date on which all necessary approvals, consents, or authorizations have been obtained, or the date the contributor

Nonobstant ce qui précède, et sauf dans la mesure où un mode facultatif de versement est choisi en vertu de l'article 15(1) ou réputé être choisi en vertu de l'article 15(2), si le conjoint du cotisant, au décès de celui-ci ou au début du service de la pension, n'était pas son conjoint lorsqu'il a atteint sa dernière année de salaire,

- (i) aucune pension n'est versée au conjoint si le décès survient après le début du service de la pension;
- (ii) aucune pension n'est versée au conjoint si le décès survient avant la date facultative de la retraite et avant le début du service de la pension, sauf selon les dispositions de l'article 7(3)(b)(ii);
- (iii) si le décès survient avant le service de la pension mais après la date facultative de la retraite, les prestations sont versées comme si le cotisant avait pris sa retraite à la date de son décès pour une raison autre que l'invalidité, et qu'il avait choisi le mode de versement prévoyant une rente de survivant de 60 pour cent selon l'article 15(2)a s'appliquant à la pension correspondant au service-pension rendu à partir du 1er janvier 1987 seulement.

e) Les pensions des conjoints et/ou enfants survivants de cotisants qui ont quitté la Société avant le 1er janvier 1987 sont déterminées en vertu des dispositions du régime de retraite de Radio-Canada en vigueur à la date de cessation d'emploi et les pensions qui seraient payables autrement à ces survivants sont augmentées de 20 pour cent le premier jour du mois qui suit immédiatement la date à laquelle toutes les approbations ou autorisations nécessaires ont été obtenues, ou à la date du décès du cotisant, s'il survient après.

f) Nonobstant toute disposition contraire de la Partie I, lorsqu'un cotisant atteint sa dernière année de salaire le ou après le 1er janvier 1987 et que les droits à pension ont été payés en vertu des dispositions visant les petites pensions de l'article 8(12), ou transférés en vertu des dispositions des articles 11(1) ou 11(2) avant le premier jour du mois qui suit immédiatement la date à laquelle toutes les approbations ou autorisations nécessaires ont été obtenues, ou avant la date du décès du cotisant, s'il survient

died, whichever is later, the benefits that would have been payable following the death of the contributor shall be determined in accordance with the rules of the CBC Pension Plan as in effect on December 31, 1986, subject to minimum benefits in respect of pensionable service from January 1, 1987, only, as follows:

- (i) in case of the death of the contributor before optional retirement date, the value of the surviving spouse's pension shall be increased, if necessary, so that it is not less than the contributor's pension benefit credit;
- (ii) in case of the death of the contributor on or after optional retirement date, but before a pension to the contributor has commenced, the amount of the surviving spouse's pension payable from time to time shall not be less than a pension computed as 60% of the pension that would have been payable to the contributor had the contributor retired for reasons other than disability on the date of his death and had such contributor's pension been subject to an actuarial adjustment to provide for the reversion of 60% of such contributor's pension to his surviving spouse after his death.

(4) The following benefits shall be added to, or shall be applicable to as the case may be, the benefits provided by Sections 7(1), 7(2) and 7(3).

- (a) In respect of pensionable service before January 1, 1987, there shall be credited to a contributor or to the contributor's spouse as the case may be, the amount of the excess, if any, of the accumulated employee contributions of such contributor over the value of the benefits to which the contributor was entitled for such period of service on the date such contributor reached final salary year and, when in respect of a contributor who has died or who has become disabled, calculated as if such contributor had terminated employment for a reason other than death or disability. Such amount, if such contributor or such contributor's spouse survives, shall be added to excess employee contributions, if any, and shall be subject to the provisions of Section 7(4)(b).

après, les prestations qui auraient été payables à la suite du décès du cotisant sont déterminées conformément aux règlements du régime de retraite de Radio-Canada en vigueur au 31 décembre 1986, sous réserve des minimums applicables au service-pension accumulé à partir du 1er janvier 1987 seulement, de la façon suivante :

- (i) lorsque le décès du cotisant survient avant la date facultative de la retraite, la valeur de la pension du conjoint survivant est augmentée, si nécessaire, afin qu'elle ne soit pas inférieure aux droits à pension du cotisant;
- (ii) lorsque le décès du cotisant survient à ou après la date facultative de la retraite, mais avant le début du service de la pension, le montant de la pension payable au conjoint survivant ne saurait être inférieur à la pension correspondant à 60 pour cent de la pension qui aurait été payable au cotisant s'il avait pris sa retraite à la date de son décès pour une raison autre que l'invalidité et si elle avait fait l'objet d'un rajustement actuariel destiné à assurer, au conjoint survivant, une pension correspondant à 60 pour cent de la pension du cotisant, après son décès.

(4) Les prestations suivantes sont rajoutées ou s'appliquent, selon le cas, aux prestations prévues aux articles 7(1), 7(2) et 7(3).

- a) Pour le service ouvrant droit à pension accumulé avant le 1er janvier 1987, le cotisant ou son conjoint se verra créditer le montant de l'excédent, le cas échéant, des cotisations salariales accumulées par le cotisant sur la valeur des prestations auxquelles le cotisant avait droit pour cette période de service à la date à laquelle il avait atteint sa dernière année de salaire et, lorsque le cotisant est décédé ou est frappé d'invalidité, calculées comme si le cotisant avait cessé de travailler pour des raisons autres que le décès ou l'invalidité. Si le cotisant ou son conjoint sont vivants, ce montant est rajouté à l'excédent de cotisations salariales, le cas échéant, et est traité conformément aux dispositions de l'article 7(4)(b).

(b) In respect of pensionable service on and after January 1, 1987, when a contributor has two years or more of contributory service on reaching final salary year an additional computation will be made as at the day on which such contributor reached final salary year to determine the amount, if any, of excess employee contributions. Any such amount shall, at the option of such contributor or, if such contributor has died, at the option of the surviving spouse, if any,

- (i) be paid into a registered retirement savings plan of a kind authorized for the contributor or the contributor's surviving spouse, or
- (ii) be applied to the purchase of an immediate or deferred life annuity of a kind authorized, or
- (iii) be transferred to another pension plan, if that other plan permits.

The contributor or surviving spouse shall notify the Pension Board in writing of the election of such option within sixty days after the Pension Board has given the statement described in Section 14(4), or within ninety days after reaching final salary year.

(c) When all pension payments or other benefits to or in respect of such contributor cease, a residual payment shall be made to the contributor's estate or last recipient of such payments, as the Pension Board may decide, equal to the amount, if any, by which the contributor's accumulated employee contributions, calculated at the earlier of the date of death or the date on which the contributor's pension commenced to be paid, exceeds the sum of any pension payments and other benefits to the contributor and to or on behalf of the contributor's spouse and children and the excess employee contributions.

(d) Where, in Section 7, reference is made to the public pension plan in the computation of benefits, the person to whom benefits are payable shall establish to the satisfaction of the Pension Board that such person has conformed with all regulations, formalities and instructions issued under the authority of the public pension plan and has done everything within such person's power to do or refrain from

b) Pour le service ouvrant droit à pension accumulé à compter du 1er janvier 1987, lorsque le cotisant a à son actif au moins deux années de service cotisable au moment où il atteint sa dernière année de salaire, un calcul supplémentaire est effectué pour vérifier s'il a accumulé un excédent de cotisations salariales. Le cas échéant, ce montant est alors, selon le choix du cotisant, ou de son conjoint survivant si celui-ci est décédé,

- (i) versé à un régime enregistré d'épargne retraite autorisé pour le participant ou son conjoint survivant, selon le cas, ou
- (ii) utilisé pour acheter une rente viagère immédiate ou différée autorisée, ou
- (iii) transféré à un autre régime de retraite, si celui-ci prévoit un tel transfert.

Le cotisant ou son conjoint survivant est tenu d'indiquer par écrit au Conseil de fiducie qu'il désire se prévaloir d'une de ces options, dans un délai de soixante jours après obtention du relevé que le Conseil de fiducie est tenu de lui remettre en vertu de l'article 14(4), ou de quatre-vingt-dix jours après la dernière année de salaire.

c) Lorsque les paiements de pension ou d'autres prestations versées au cotisant ou en son nom cessent, un paiement résiduel est versé à la succession du cotisant ou du dernier bénéficiaire des paiements, selon le choix du Conseil de fiducie, d'une valeur équivalente à tout montant, le cas échéant, des cotisations salariales accumulées par le cotisant, calculées à la date de son décès ou à la date à laquelle la pension lui a été servie pour la première fois si cela s'est produit avant, qui dépasse la somme des pensions et autres prestations versées au cotisant, à son conjoint et à ses enfants ou en leur nom et de l'excédent des cotisations salariales.

d) Lorsque, conformément à l'article 7, le montant des prestations du régime de pension de l'État entre dans le calcul des prestations, le bénéficiaire des prestations est tenu d'établir, à la satisfaction du Conseil de fiducie, qu'il s'est conformé à tous les règlements, formalités et instructions établies par le régime de pension de l'État et qu'il a tout mis en oeuvre pour faire le nécessaire ou pour s'abstenir de faire ce

doing to ensure that the maximum pension payable under the provisions thereof may be paid at its earliest possible date and for the longest possible duration.

Failing this requirement, the pension payable to or in respect of such contributor shall be computed on the basis of the actual pensionable service of the contributor.

- (e) Subject to the provisions of Sections 15(1) and 15(2), the following benefits will be paid to or in respect of a female contributor who, as provided in Section 6(3), elected prior to February 15, 1976, to contribute at a lower rate.
- (A) If at the time such contributor dies or the pension of such contributor commences, whichever is earlier, such contributor does not have a spouse, or such contributor has a spouse but a spousal waiver in a form satisfactory to the Pension Board has been submitted, benefits to or in respect of such contributor shall be paid according to Section 7(1), 7(2) or 7(3), as the case may be, as though there were not a spouse.
- (B) If Section 7(4)(e)(A) above does not apply, benefits shall be paid as follows:
- (i) In respect of Sections 7(1) and 7(2)
- At the time the contributor's pension begins, a computation will be made of the Pension Benefit Credit of the contributor, presuming that no spouse's pension is payable. Such value will be used to compute an actuarial equivalent pension of the contributor providing for a pension payable to her spouse following the contributor's death equal for any month to sixty percent of the pension which would be paid to the contributor if she were alive for that month and such actuarial equivalent pension will be the pension paid to the contributor.
- (ii) Benefits under Section 7(3)(a) will be paid as provided therein,

qu'il ne fallait pas faire afin de toucher le maximum de la pension payable en vertu des dispositions de ce régime, le plus tôt possible et le plus longtemps possible.

À défaut de quoi, la pension payable à l'égard du cotisant est calculée en fonction du service-pension réel du cotisant.

- e) Sous réserve des articles 15(1) et 15(2), les prestations suivantes sont versées à l'égard d'une cotisante qui, conformément à l'article 6(3), a choisi avant le 15 février 1976 de verser des cotisations à un taux inférieur.
- (A) Si, au moment du décès de cette cotisante, ou du début du service de la pension, lorsque cela survient avant, cette cotisante n'a pas de conjoint, ou qu'elle a un conjoint mais a soumis une exonération satisfaisante au Conseil de fiducie, les prestations payables à son égard sont versées conformément à l'article 7(1), 7(2) ou 7(3), selon le cas, comme si celle-ci n'avait pas de conjoint.
- (B) Si l'article 7(4)(e)(A) ne s'applique pas, les prestations sont versées comme suit :
- (i) En ce qui concerne les articles 7(1) et 7(2) :
- Au début du service de la pension de la cotisante, ses droits à pension sont calculés comme s'il n'y avait pas de pension de conjoint à payer. Cette somme sert alors à calculer une pension actuariellement équivalente prévoyant le paiement d'une pension à son conjoint advenant le décès de la cotisante, d'un montant correspondant, lors d'un mois donné, à 60 pour cent de la pension qui serait versée à la cotisante si elle était en vie durant ce mois-là, et c'est cette pension actuariellement équivalente qui est versée à la cotisante.
- (ii) Les prestations au titre de l'article 7(3)a) sont versées conformément à ce qui y est prévu.

(iii) In respect of Section 7(3)(b)

If the contributor dies under circumstances described in Section 7(3)(b), the death benefits shall be as follows:

The amount of her accumulated employee contributions in respect of contributory service prior to January 1, 1987, shall be paid to her estate, and

The contributor's spouse shall receive an actuarial equivalent pension, the amount of which shall be equal in value to the amount of the contributor's pension benefit credit in respect of contributory service on and after January 1, 1987, at the time of her death.

Children's pensions shall be paid as provided by Section 7(3)(b) if a situation of hardship is deemed by the Pension Board to exist.

(iv) In respect of Section 7(3)(c)

If the contributor dies under circumstances described in Section 7(3)(c), the death benefits shall be as follows:

The amount of her accumulated employee contributions in respect of contributory service prior to January 1, 1987, shall be paid to her estate, and

In respect of contributory service on and after January 1, 1987, a computation shall be made of her pension provided by this Section 7(4)(e)(B) assuming that on the date of her death she had retired instead of

(iii) En ce qui concerne l'article 7(3)b) :

Si la cotisante décède dans les circonstances décrites à l'article 7(3)b), les prestations de décès seront versées comme suit :

La somme de ses cotisations salariales accumulées à l'égard du service cotisable antérieur au 1er janvier 1987 est versée à sa succession, et

Le conjoint de la cotisante reçoit une pension actuariellement équivalente dont la valeur est égale au montant des droits à pension de la cotisante à l'égard du service cotisable accumulé depuis le 1er janvier 1987, au moment de son décès.

Les pensions des enfants sont versées conformément à l'article 7(3)b), si le Conseil de fiducie estime qu'il s'agit d'un cas d'indigence.

(iv) En ce qui concerne l'article 7(3)c)

Si la cotisante décède dans les circonstances décrites à l'article 7(3)c), les prestations de décès sont versées comme suit :

La somme de ses cotisations salariales accumulées à l'égard du service cotisable antérieur au 1er janvier 1987, est versée à sa succession, et

À l'égard du service cotisable accumulé à compter du 1er janvier 1987, la pension visée à cet article 7(4)e)(B) est calculée comme si la cotisante n'était pas décédée, mais avait pris sa retraite. Une pension immédiate est versée à

her death occurring.
An immediate pension shall be paid from time to time to her spouse computing the spouse's pension as sixty percent of such contributor's pension, the latter pension being calculated according to Section 7(4)(e)(B)(i) above as if she had retired for a reason other than disability on the date of her death.

son conjoint à raison de 60 pour cent de la pension de la cotisante calculée conformément à l'article 7(4)e)(B)(i) ci-dessus comme si la cotisante avait pris sa retraite à la date de son décès, pour une raison autre que l'invalidité.

Children's pensions shall be paid as provided by Section 7(3)(b) if a situation of hardship is deemed by the Pension Board to exist.

Des pensions immédiates sont versées aux enfants conformément à l'article 7(3)b) si le Conseil de fiducie estime qu'il s'agit d'un cas d'indigence.

(v) In respect of Section 7(3)(d)

(v) En ce qui concerne l'article 7(3)d) :

If the contributor dies under circumstances described in Section 7(3)(d):

Si la cotisante décède dans les circonstances décrites à l'article 7(3)d) :

(A) If a pension has not commenced to be paid to her,

(A) Si elle n'a pas encore commencé à percevoir de pension

(a) If she dies before Optional Retirement date:

a) Si elle décède avant la date facultative de la retraite :

The amount of her accumulated employee contributions in respect of contributory service prior to January 1, 1987, shall be paid to her estate, and

Le montant de ses cotisations salariales accumulées à l'égard du service cotisable antérieur au 1er janvier 1987 est versée à sa succession, et

At the time of her death, the contributor's spouse shall receive an actuarial equivalent pension, the amount of which shall be equal in value to the amount

Au moment de son décès, le conjoint du cotisant a droit à une pension actuariellement équivalente dont la valeur est égale au montant des droits à pension de la

of the contributor's pension benefit credit in respect of contributory service on and after January 1, 1987.

cotisante à l'égard du service cotisable accumulé depuis le 1er janvier 1987.

Children's pensions shall be paid as provided by Section 7(3)(b) if a situation of hardship is deemed by the Pension Board to exist.

Des pensions sont versées aux enfants conformément à l'article 7(3)b) si le Conseil de fiducie estime qu'il s'agit d'un cas d'indigence.

(b) If she dies on or after Optional Retirement date:

b) Si elle décède à ou après la date facultative de la retraite :

The amount of her accumulated employee contributions in respect of contributory service prior to January 1, 1987, shall be paid to her estate, and

Le montant de ses cotisations salariales accumulées à l'égard du service cotisable antérieur au 1er janvier 1987 est versé à sa succession, et

In respect of contributory service on and after January 1, 1987, a computation shall be made of her pension provided by this Section 7(4)(e)(B) assuming that on the date of her death she had retired for a reason other than disability with a 60% survivor pension of Section 15(2) in effect. An immediate

À l'égard du service cotisable accumulé depuis le 1er janvier 1987, la pension prévue à cet article 7(4)e)(B) est calculée comme si à la date de son décès elle avait pris sa retraite, pour une raison autre que l'invalidité, en se prévalant du mode facultatif de versement prévoyant une pension de

pension shall be paid to her spouse, computing the spouse's pension as sixty percent of such contributor's pension.

survivant de 60 pour cent selon l'article 15(2). Une pension immédiate est versée à son conjoint à raison de 60 pour cent de sa pension.

Children's pensions shall be paid as provided by Section 7(3)(b) if a situation of hardship is deemed by the Pension Board to exist.

Des pensions sont versées aux enfants conformément à l'article 7(3)b si le Conseil de fiducie estime qu'il s'agit d'un cas d'indigence.

(B) If a pension has commenced to be paid to her:

(B) Si elle a commencé à percevoir une pension :

No pension will be payable to the contributor's spouse except to the extent that a 60% survivor pension in respect of Section 15(2) had been in effect.

Aucune pension n'est versée à son conjoint, à moins que le mode facultatif de versement prévoyant une pension de survivant de 60 pour cent ne s'applique en vertu de l'article 15(2).

Children's pension shall be paid as provided by Section 7(3)(b) if a situation of hardship is deemed by the Pension Board to exist.

Des pensions sont versées aux enfants conformément à l'article 7(3)b si le Conseil de fiducie estime qu'il s'agit d'un cas d'indigence.

In this Section 7(4)(e), female contributor shall not be read and construed as to import a male contributor.

Dans cet article 7(4)e, le terme cotisante ne saurait s'entendre d'un cotisant.

(5) Notwithstanding any other provisions of this Part I, the benefits provided by Sections 7(3)(b), 7(3)(c) and 7(3)(d) shall be limited as follows:

(5) Nonobstant toute autre disposition de cette Partie I, les prestations prévues aux articles 7(3)b, (3)c et 7(3)d seront restreintes de la façon suivante :

(a) in respect of pensionable service on or after January 1, 1992, where a contributor dies before commencing to receive a pension, the pension payable under Section 7(3)(b), (c) or (d) to all survivors of the contributor, shall not exceed the greater of:

a) pour le service ouvrant droit à pension le ou après le 1er janvier 1992, si un cotisant décède avant de commencer à recevoir une pension, la pension à verser à tous les survivants du cotisant conformément à l'article 7(3)b, c) ou d) n'excédera pas la plus élevée des possibilités suivantes :

(i) the pension which the contributor has accrued at the date of his death under 8(1)(i); or

(i) la pension que le cotisant a accumulée à la date de son décès en vertu de l'article 8(1)(i), ou

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- (ii) the lesser of:
 - (A) the pension which the contributor would have accrued under 8(1)(i) if the contributory service were equal to the pensionable service he would have had, had he reached final salary year on his normal retirement date; and
 - (B) one and one-half time the Year's Maximum Pensionable Earnings for the year in which the contributor dies, or
 - (iii) the pension that would have been payable to the contributor, had the contributor retired and not died.
- (b) in respect of pensionable service on or after January 1, 1992, where a contributor dies before commencing to receive a pension, the pension payable under 7(3)(b), (c) or (d) to the contributor's spouse shall not exceed two-thirds of the amount calculated under Section 7(5)(a).
 - (c) where the pension benefit credit of the benefit to a contributor's spouse, after the application of section 7(5)(b), is less than the pension benefit credit of the contributor's benefit prior to his death, the spouse's benefit will be increased in a manner determined by the Pension Board to an amount not exceeding the amount that would have been payable had Section 7(5)(b) not applied, such that the pension benefit credit of the spouse's benefit so determined does not exceed the pension benefit credit of the contributor prior to his death.
 - (d) where a spouse's benefit is limited as a result of Section 7(5)(b), it may be increased to the extent that any other provision of the Income Tax Act so permits.
 - (e) In respect of pensionable service on or after January 1, 1992, where a contributor dies after commencing to receive a pension, the pension payable under Section 7(3)(d)
 - (i) to a contributor's spouse shall not exceed two-thirds of the pension that would have been payable from time to time to the
- (ii) la moindre somme de :
 - (A) la pension que le cotisant aurait accumulée au titre de l'article 8(1)(i) si le service cotisable était équivalent au service réel ouvrant droit à pension en plus des années et des parties d'années séparant la date de son décès et la date réglementaire de la retraite;
 - (B) une fois et demie le maximum des gains annuels ouvrant droit à pension pour l'année au cours de laquelle le cotisant décède, ou
 - (iii) la pension qui aurait été payable au cotisant s'il avait pris sa retraite et n'était pas déduite.
- b) Pour le service ouvrant droit à pension le ou après le 1er janvier 1992, si un cotisant décède avant de commencer à recevoir une pension, la pension à verser au titre de l'article 7(3)b, c) ou d) au conjoint du cotisant n'excédera pas les deux tiers du montant calculé au titre de l'article 7(5)a).
 - c) Lorsque les droits à pension d'une prestation à verser au conjoint du cotisant, suivant l'application de l'article 7(5)b), sont inférieurs aux droits à pension de la prestation du cotisant avant son décès, la prestation du conjoint sera accrue de la façon déterminée par le Conseil de fiducie pour atteindre un montant n'excédant pas celui qui aurait été payé sans l'application de l'article 7(5)b), de sorte que les droits à pension de la prestation du conjoint ainsi déterminés n'excèdent pas le droit à pension du cotisant avant son décès.
 - d) Lorsque la prestation du conjoint est restreinte au titre de l'article 7(5)b), elle peut être accrue dans la mesure où le permet toute disposition de la Loi de l'impôt sur le revenu.
 - e) Pour le service ouvrant à pension le ou après le 1er janvier 1992, si un cotisant décède après avoir commencé à toucher une pension, la pension à verser conformément à l'article 7(3)d)
 - (i) au conjoint du cotisant n'excédera pas les deux tiers de la pension pour le service en question qui aurait été payée de temps à

contributor had the contributor not died, in respect of such service;

autre au cotisant si celui-ci n'était pas décédé;

(ii) to all survivors of the contributor shall not exceed the amount of pension that would have been payable from time to time to the contributor, had the contributor not died, in respect of such service.

(ii) à tous les survivants du cotisant n'excédera pas le montant de la pension pour le service en question qui aurait été payée de temps à autre au cotisant si celui-ci n'était pas décédé.

(f) where pensions for survivors are limited as a result of the application of Section 7(5)(a) or 7(5)(e)(ii), the pensions payable in respect of children shall be divided among them in such manner and in such share as the Pension Board considers equitable and proper under the circumstances.

f) Lorsque les pensions pour les survivants sont restreintes suite à l'application de l'article 7(5)a ou 7(5)e(ii), les pensions à payer aux enfants seront divisées entre ces derniers de la façon et dans la proportion que le Conseil de fiducie juge équitables et convenables selon les circonstances.

(6) Notwithstanding any other provision of Part I, the amount of annual pension to which a contributor shall be entitled for the contributor's lifetime, computed under Section 8(1) of Part I at retirement, disability retirement, termination of employment or termination of the Plan, shall not exceed the lesser of:

(6) Nonobstant toute autre disposition de la Partie I, le montant de rente viagère annuelle auquel un cotisant aura droit, calculé en vertu de l'article 8(1) de la Partie I au moment de la retraite, de la retraite pour invalidité, de la cessation d'emploi ou de la cessation du Régime de retraite, n'excédera pas le moindre de :

(a) 2% of the contributor's average best three years indexed compensation multiplied by his years of pensionable service (not in excess of 35 years); and

a) 2 % des trois années de rémunération indexée moyenne maximale du cotisant, multiplié par ses années de service ouvrant droit à pension (n'excédant pas 35 ans), et

(b) \$1,722.22 (or such greater amount as is permitted by the Income Tax Act from time to time) multiplied by his years of pensionable service (not in excess of 35 years).

b) 1 722,22 \$ (ou le montant le plus élevé permis par la Loi de l'impôt sur le revenu de temps à autre) multiplié par ses années de service ouvrant droit à pension (n'excédant pas 35 ans).

reduced, if the pension commencement date precedes the earlier of the day on which:

réduit, si le service de la rente commence avant l'une des dates suivantes, en prenant la plus rapprochée :

(i) the contributor will attain age 60;
(ii) the contributor's age plus general service would have equalled 80;
(iii) the contributor would have completed 30 years of general service;

(i) la date du 60e anniversaire de naissance du cotisant;
(ii) la date à laquelle l'âge du cotisant plus ses années de service général égalent 80;
(iii) la date à laquelle le cotisant compte 30 années de service général;

by one-quarter of one percent for each month by which the pension commencement date precedes that day.

de 1/4 % par mois entre la date du début du service de la rente et la première des dates déterminées ci-haut.

A contributor's indexed compensation for a year is his compensation for the year multiplied by the Wage Index for the year in which pension benefits commence, divided by the Wage Index for the year in which the compensation was received.

La rémunération indexée d'un cotisant pour un an est la rémunération de l'année, multipliée par l'indice des salaires pour l'année où il commence à toucher les prestations de pension, divisée par l'indice des salaires pour l'année où il a reçu la rémunération en question.

- (7) Notwithstanding any other provision of Part I, for the purposes of Section 7(1)(e), "85 years" shall be replaced by "80 years" for any contributor who ceases to be an employee for any reason other than death or disability, in the period January 1, 1995 to December 31, 1997, inclusive, provided:
- (a) he elects to receive an immediate pension from the plan from the date he ceases to be an employee, and
 - (b) he ceases to be an employee after optional retirement date as such date is defined in Section 3(k) without regard to this Section 7(7).
- (8) Notwithstanding any other provisions of Part I, the following provisions shall apply to any contributor who has been designated by the Corporation and whose attained age when added to his contributory service total 78 years or more and who ceases to be an employee for any reason other than death or disability, in the period from January 1, 2000 to June 30, 2000 inclusive.
- (a) the amount of bridge benefit payable under Part I shall be increased, such that the bridge benefit otherwise payable under Part I together with the additional bridge benefit payable under this paragraph 7(8) shall be equal to the sum of the maximum benefits payable to the contributor under the Canada Pension Plan and the maximum Old Age Security benefit that would be payable if the contributor were age 65 as at the contributor's pension commencement date, but subject to the following:
 - (i) the maximum bridge benefit described above shall be reduced by the minimum amount required by the Income Tax Act, which is a proportional reduction in the case of a contributor who has completed less than 10 years of general service at the pension commencement date, and a further reduction of 1/4 of 1% for each month by which the pension commencement date precedes the date that the contributor will attain age 60.
 - (ii) in addition, the total annual bridge benefit payable under Part I and Part III combined with the annual lifetime pension payable from age 65 under Part I,
- (7) Nonobstant toute disposition contraire de cette Partie I, aux fins de l'article 7(1)(e), "85 ans" est remplacée par "80 ans" pour tout cotisant qui perd sa qualité d'employé pour toute autre raison que celle de son décès ou de son invalidité au cours de la période du 1er janvier 1995 au 31 décembre 1997 inclusivement,
- a) s'il choisit de recevoir une pension immédiate du régime à partir de la date à laquelle il perd sa qualité d'employé, et
 - b) s'il perd sa qualité d'employé après avoir atteint la date facultative de la retraite telle que définie à l'article 3(k) sans égard à cet article 7(7).
- (8) Nonobstant toutes dispositions contraires de cette Partie I, les dispositions suivantes s'appliquent à tout cotisant désigné par le Société et dont le total de son âge et de son service cotisable atteint 78 ans ou plus et qui perd sa qualité d'employé pour toute autre raison que celle de son décès ou de son invalidité au cours de la période du 1er janvier 2000 au 30 juin 2000 inclusivement.
- (a) le montant de la prestation de raccordement aux termes de la Partie I sera augmenté de telle sorte que la somme du montant de la prestation de raccordement autrement payable en vertu de la Partie I et de la prestation de raccordement additionnelle payable en vertu de cet article 7(8) sera égale à la somme des prestations maximales payables au cotisant aux termes du Régime de pensions du Canada et de la prestation maximale de la sécurité de la vieillesse qui serait payable si le cotisant était âgé de 65 ans à la date de début du service de la pension au cotisant, sous réserve des dispositions suivantes :
 - (i) la prestation de raccordement maximale décrite ci-dessus sera réduite du montant minimum requis par la *Loi de l'impôt sur le revenu*, qui est une réduction proportionnelle lorsque le cotisant compte moins de 10 années de service général à la date de début du service de la pension, et d'un montant supplémentaire représentant 1/4 de 1 % pour chacun des mois entre la date de début du service de la pension et la date à laquelle le cotisant atteindra l'âge de 60 ans.
 - (ii) de plus, la prestation de raccordement annuelle totale payable aux termes des Parties I et III, combinée à la pension viagère annuelle payable à partir

Part II and Part III shall not exceed (A) plus (B) as follows:

- (A) \$1,722.22 or such greater amount as may be prescribed for this purpose by the Income Tax Act, multiplied by the contributor's pensionable service; plus
- (B) 1/35th of 25% of the average of the Year's Maximum Pensionable Earnings for the year of retirement and each of the 2 immediately preceding years, multiplied by the contributor's pensionable service not exceeding 35 years.

(b) the reduction formulae shown in Section 7(1)(e) shall be changed as follows:

- (i) "6/12% for each of the first 36 months" shall be replaced by "3/12% for each of the first 30 months"
- (ii) "5/12% for each of the next 36 such months" shall be replaced by "4/12% for each of the next 12 such months"

(c) the increased benefits under (a) and (b) above shall only be applicable if:

- (i) the contributor elects to receive an immediate pension from the plan from the date he ceases to be an employee, and
- (ii) the contributor ceases to be an employee after optional retirement date as such date is defined in Section 3(k).

(9) Notwithstanding any other provisions of Part I, the provisions described in paragraphs 7(8)(a), (b) and (c) shall apply to any contributor whose attained age when added to his contributory service total 78 years or more and who ceases to be an employee for any reason other than death or disability, in the period from July 1, 2000 to December 31, 2000 inclusive.

de 65 ans aux termes des Parties I, II et III ne devront pas excéder (A) plus (B) de la façon suivante :

- (A) 1 722,22 \$ ou un montant plus élevé tel qu'il peut être prescrit à cette fin par la *Loi de l'impôt sur le revenu*, multiplié par le service ouvrant droit à pension du cotisant, plus
- (B) 1/35e de 25 % de la moyenne du maximum des gains annuels ouvrant droit à pension pour l'année de la retraite et pour chacune des deux années précédentes, multiplié par le service ouvrant droit à pension, sans excéder 35 ans.

(b) les formules de réduction apparaissant au paragraphe 7(1)(e) sont modifiées comme suit :

- (i) "6/12 % pour chacun des 36 premiers mois" est remplacé par "3/12 % pour chacun des 30 premiers mois"
- (ii) "5/12 % pour chacun des 36 mois suivants" est remplacé par "4/12 % pour chacun des 12 mois suivants".

(c) les prestations additionnelles prévues aux paragraphes (a) et (b) ci-dessus sont payables uniquement si :

- (i) le cotisant choisit de recevoir une pension immédiate du régime à partir de la date à laquelle il perd sa qualité d'employé, et
- (ii) le cotisant perd sa qualité d'employé après avoir atteint la date facultative de la retraite telle que définie à l'article 3(k).

(9) Nonobstant les autres dispositions de la Partie I, les dispositions énoncées aux paragraphes 7(8)(a), (b) et (c) s'appliquent à tout cotisant dont l'âge et le nombre d'années de service cotisable atteignent un total de 78 années ou plus, et qui cesse d'être un employé pour toute autre raison que le décès ou l'invalidité, entre le 1er juillet 2000 et le 31 décembre 2000 inclusivement.

8. COMPUTATION OF PENSIONS AND OTHER BENEFITS

- (1) Except as otherwise provided in Part I, the amount of annual pension to which a contributor shall become entitled is an amount equal from time to time to the greater of -
- (i) the sum of the following -
 - (A) in respect of pensionable service rendered prior to January 1966, two percent of the contributor's pensionable salary rate multiplied by the number of years of such pensionable service to the credit of such contributor with allowance for completed months, and
 - (B) in respect of pensionable service rendered after the year 1965, two percent of a salary rate determined by subtracting the average maximum pensionable earnings from the contributor's pensionable salary rate, multiplied by the number of years of pensionable service rendered by such contributor after the year 1965, with allowance for completed months, and
 - (C) in respect of pensionable service rendered after the year 1965, one and three-tenths percent of the lesser of the contributor's pensionable salary rate or the average maximum pensionable earnings, multiplied by the number of years of pensionable service rendered by such contributor after the year 1965, with allowance for completed months;
 - or
 - (ii) in the case of a contributor whose actual retirement date occurs prior to his normal retirement date as defined in Section 3(j), the pension payable to him before his normal retirement date as defined in Section 3(j) shall be computed on the basis of two percent of his pensionable salary rate multiplied by the number of years of pensionable service to his credit, less any benefit received by him under the public pension plan other than a benefit received before age 65 which is intended to be the approximate equivalent of a benefit otherwise payable at age 65; but where such contributor elects to receive such pension beginning on a day earlier than that day which is his normal retirement date as set forth in Section 7(1)(e), such pension shall be reduced as provided in Section 7(1)(e).

8. CALCUL DE LA PENSION ET DES AUTRES PRESTATIONS

- (1) Sauf dispositions contraires de la Partie I, le montant de la pension annuelle auquel le cotisant a droit est égal, de temps à autre, au plus élevé des deux montants suivants :
- (i) la somme des éléments suivants :
 - (A) à l'égard du service-pension antérieur au 1er janvier 1966, deux pour cent du taux du salaire-pension du cotisant multiplié par le nombre d'années de service-pension à son actif, mois de service complets compris, et
 - (B) à l'égard du service-pension rendu après 1965, deux pour cent du taux de salaire établi en soustrayant du taux de salaire-pension du cotisant la moyenne du maximum des gains ouvrant droit à pension et en multipliant la différence par le nombre d'années de service-pension rendu après 1965, mois de service complets compris, et
 - (C) à l'égard du service-pension rendu après 1965, un et trois dixièmes pour cent, soit du taux du salaire-pension du cotisant, soit de la moyenne du maximum des gains ouvrant droit à pension si cette dernière est moindre, multiplié par le nombre d'années de service-pension rendu après 1965, mois de service complets compris;
 - ou
 - (ii) si le cotisant prend sa retraite avant la date réglementaire au sens de l'article 3j), la pension qui lui est payable avant la date réglementaire de la retraite au sens de l'article 3j) est calculée à raison de 2 pour cent de son taux de salaire-pension multiplié par le nombre d'années de service-pension à son actif, moins toute prestation qu'il a reçue en vertu du régime de pension de l'État, à l'exception d'une prestation qui est censée être un équivalent approximatif des prestations normalement payables à l'âge de 65 ans; étant précisé que si ce cotisant choisit de commencer à percevoir cette pension avant la date réglementaire de sa retraite ainsi qu'elle est définie à l'article 7(1)e), cette pension est réduite conformément à l'article 7(1)e).

- (2) When a contributor is granted leave without payment of salary,
- (a) if the contributor receives salary for fifteen days or more in a calendar month, he shall contribute in respect of that month as though he had received salary for such month in its entirety, and such month in its entirety shall be regarded as pensionable service to the credit of the contributor;
 - (b) if the contributor receives salary for less than fifteen days in a calendar month, he shall make no contribution in respect of such month, and such month in its entirety shall not be regarded as pensionable service to the credit of the contributor, and a complete calendar month shall count as one-twelfth of a year.
- (3) Notwithstanding anything in this Section 8, when a contributor is granted leave without payment of salary for a continuous period not in excess of two years, and such leave is deemed by the President of the Corporation or his delegate to have been granted in the public interest, the period of such leave shall be regarded as "pensionable service to the credit of the contributor" if he elects to and does contribute in respect thereto. Such contribution shall be based on the salary rate the contributor received from the Corporation immediately prior to such leave of absence and shall be made by paying to the Corporation, for payment to the Pension Board, the contributions which would have been paid by him and by the Corporation in respect of him had he remained as an active employee during such period of absence. Such contributions shall be paid in a manner determined by the President of the Corporation or his delegate but not later than the return of the employee to active employment.
- (4) When an employee is laid off he shall cease to be an employee and shall be eligible for benefits according to Section 7(1). Notwithstanding anything to the contrary herein, if such person again becomes an employee within one year following the date on which he was laid off, he may elect within one month thereafter to retain credit for the pensionable service rendered prior to the date on which he was laid off, in which case he will be required to waive, relinquish or refund as the case may be any settlement granted under the terms of Section 7(1) following his lay-off.
- (5) A pension shall be payable in equal monthly instalments in advance and shall continue, subject to the terms of Part I, during the lifetime of the recipient. Notwithstanding anything in Part I;
- (2) En cas de congé non payé :
- a) Si le cotisant touche son salaire au moins quinze jours durant un mois civil donné, il verse le plein montant de la cotisation mensuelle à la Caisse et le mois entier compte comme service-pension à son actif.
 - b) Si le cotisant touche son salaire moins de quinze jours dans un mois civil donné, il ne verse aucune cotisation à la Caisse pour le mois visé, et ce mois-là n'est pas porté à son actif comme service-pension.
- Tout mois civil complet compte pour un douzième d'une année.
- (3) Nonobstant toute disposition contraire du présent article 8, lorsque le cotisant bénéficie d'un congé non payé ininterrompu d'au plus deux ans, accordé, aux yeux du président-directeur général de la Société ou de son délégué, dans l'intérêt du public, il peut, à son gré, faire porter à son actif comme service-pension la durée de son congé à condition d'en verser la cotisation. Cette cotisation est fonction du taux de salaire que le cotisant recevait de la Société immédiatement avant son départ en congé et le cotisant la règle en versant à la Société, à l'intention du Conseil de confiance, les sommes que la Caisse aurait perçues en cotisations de sa part et de celles de la Société, à son égard, s'il était resté en activité pendant la durée de son congé. Cette cotisation se paye selon les modalités fixées par le président-directeur général de la Société ou son délégué, mais au plus tard au retour de l'employé en activité.
- (4) Tout employé licencié perd sa qualité d'employé et devient admissible aux prestations prévues à l'article 7(1). Nonobstant toute disposition contraire des présentes, s'il est réintégré avant une année, il peut, dans un délai d'un mois, décider de garder à son actif son service-pension accumulé avant son licenciement. Le cas échéant, il est tenu de renoncer aux prestations accordées en vertu de l'article 7(1) consécutivement au licenciement ou encore d'effectuer un remboursement.
- (5) La pension se verse d'avance en mensualités égales et, sous réserve des dispositions de la Partie I, est payable la vie durant du bénéficiaire. Nonobstant toute disposition contraire des présentes :

- (a) a pension shall cease with the monthly instalment payable on the first day of the month in which the recipient's death occurs;
- (b) a pension payable to or in respect of a child shall cease with the monthly instalment payable on the first day of the month in which occurs the earliest of
 - (i) the day on which the child reaches the age of eighteen years, if he is not then in full-time attendance at a school or university, or
 - (ii) the day on which the child substantially discontinues full-time attendance at a school or university if such child has reached the age of eighteen years, or
 - (iii) the day on which the child reaches the age of twenty-one years (effective January 1, 1992, twenty-five years of age).

For the purposes of this Section 8(5), "recipient" means a contributor or, if a contributor is not alive then such contributor's spouse and/or child, and shall not mean any other person to whom a pension is paid in respect of any of them.

- (6) Notwithstanding anything in Part I, no pension shall be granted to
 - (a) a person who becomes the spouse of a contributor if such person becomes the spouse of such contributor after such contributor begins to receive a pension pursuant to Part I, or
 - (b) any child of a contributor if such child is born to or adopted by such contributor, or becomes the stepchild of such contributor after such contributor reaches final salary year unless, where such contributor ceased to be an employee because of death, the child is a posthumous child.
- (7) (a) If the age of a contributor exceeds the age of such contributor's spouse by more than twenty years, the pension of such contributor and/or spouse are subject to reduction as described in this Section 8(7).

In the computation of such reduction, "assumed age" of a spouse shall be the age which is twenty years less than the age of the contributor.

The pensions payable to children under the provisions of Section 7(3) shall be the pensions computed in respect of

- a) La pension cesse avec la mensualité versée le premier jour du mois où survient le décès du bénéficiaire.
- b) La pension d'un enfant cesse avec la mensualité versée le premier jour du mois où survient la première des éventualités suivantes :
 - (i) le jour où il atteint l'âge de dix-huit ans, s'il ne fréquente pas alors l'école ou l'université à plein temps, ou
 - (ii) s'il a atteint l'âge de dix-huit ans, le jour où il cesse effectivement de fréquenter l'école ou l'université à plein temps, ou
 - (iii) le jour où il atteint l'âge de vingt-et-un ans (vingt-cinq ans à compter du 1er janvier 1992).

Pour les besoins du présent article 8(5), le mot "bénéficiaire" s'entend du cotisant ou, s'il est décédé, de son conjoint et/ou de son enfant, mais en aucun cas d'une autre personne qui perçoit une pension à l'égard de l'un ou l'autre d'entre eux.

- (6) Nonobstant toute autre disposition de la Partie I, aucune pension ne saurait être accordée à :
 - a) une personne qui devient le conjoint d'un cotisant une fois que celui-ci a commencé à percevoir une pension au titre de la Partie I, ni
 - b) à un enfant du cotisant s'il naît, est adopté ou devient son beau-fils ou sa belle-fille une fois que le cotisant a atteint sa dernière année de salaire à moins, dans le cas où le cotisant perd sa qualité d'employé pour cause de décès, qu'il ne s'agisse d'un enfant posthume.
- (7) a) Lorsque le cotisant a plus de vingt ans de plus que son conjoint, la pension du cotisant et/ou du conjoint sont réduites selon les dispositions de l'article 8(7).

Pour les besoins du calcul de cette réduction, on établit l'âge présumé du conjoint à vingt années de moins que l'âge du cotisant.

Les pensions payables aux enfants en vertu des dispositions de l'article 7(3) ne sont pas soumises au rajustement

them before any adjustment is made in spouses' pensions as a result of Section 8(7).

applicable à la pension du conjoint conformément à cet article 8(7).

(b) The spouse's pension provided by Section 7(3)(b) shall be adjusted as follows -

b) La pension du conjoint prévue à l'article 7(3)b) est rajustée comme suit :

- (i) The value of the spouse's pension computed according to Section 7(3)(b)(i), based on the spouse's assumed age, shall be computed.
- (ii) A reduced pension to the spouse, having a value equal to the value computed according to paragraph (i) above, shall be computed, using the spouse's correct age. Such reduced pension shall be the pension paid to the spouse under Section 7(3)(b)(i).
- (iii) The pension paid according to Section 7(3)(b)(ii) shall be based on the spouse's correct age.

- (i) On calcule la valeur de la pension du conjoint selon l'article 7(3b)(i), en fonction de l'âge présumé du conjoint.
- (ii) On calcule ensuite une pension réduite pour le conjoint, d'une valeur équivalente à celle calculée selon le paragraphe (i) ci-dessus, en tenant compte de l'âge réel du conjoint. Cette pension réduite devient la pension de conjoint en vertu de l'article 7(3b)(i).
- (iii) La pension payée conformément à l'article 7(3)b)(ii) est basée sur l'âge réel du conjoint.

(c) The spouse's pension provided by Section 7(3)(c) shall be adjusted as follows:

c) La pension du conjoint prévue à l'article 7(3)c) est rajustée comme suit :

- (i) The value of the spouse's pension according to Section 7(3)(c), based on the spouse's assumed age, shall be computed.
- (ii) A reduced pension to the spouse, having a value equal to the value computed according to paragraph (i) above, shall be computed using the spouse's correct age.
- (iii) Such spouse shall receive a pension which is the greater of -

- (i) On calcule la valeur de la pension du conjoint prévue à l'article 7(3)c) en fonction de l'âge présumé du conjoint.
- (ii) On calcule ensuite une pension réduite pour le conjoint, d'une valeur équivalente à celle calculée selon le paragraphe (i) ci-dessus, en fonction de l'âge réel du conjoint.
- (iii) Le conjoint a alors droit au plus élevé des montants suivants :

the spouse's pension computed as sixty percent of the pension the contributor would have received from time to time if such contributor had retired for a reason other than disability on the date of death,
or
the reduced pension computed according to paragraph (ii) above.

la pension du conjoint calculée à raison de soixante pour cent de la pension que le cotisant aurait reçue s'il avait pris sa retraite pour une raison autre que l'invalidité, à la date de son décès,
ou
la pension réduite calculée selon le paragraphe (ii) ci-dessus.

(d) The spouse's pension provided by Section 7(3)(d), in the event of the death of a contributor not in receipt of a pension but eligible for a deferred or immediate pension, shall be adjusted in the same manner as provided by Section 8(7)(b) or Section 8(7)(c), as the case may be.

d) La pension au conjoint prévue à l'article 7(3)d), dans le cas où un cotisant décède alors qu'il ne percevait pas de pension mais était admissible à une pension immédiate ou différée, est rajustée conformément aux dispositions de l'article 8(7)b) ou 8(7)c), selon le cas.

(e) If at the time a contributor's pension commences a spousal waiver in a form satisfactory to the Pension Board has been submitted to the Pension Board, the contributor's pension shall not be

e) Si, au début du service de la pension d'un cotisant, le Conseil de fiducie a reçu une exonération de conjoint selon des modalités satisfaisantes, la pension du cotisant n'est pas rajustée, mais par

adjusted but the spouse's pension shall be adjusted according to the provisions of Sections 8(7)(c)(i) and 8(7)(c)(ii), with the necessary computations being made as at the time the contributor's pension commences.

(f) If at the time a contributor's pension commences a spousal waiver in a form satisfactory to the Pension Board has not been submitted to the Pension Board, the following computations shall be made as of the date on which the contributor's pension commences:

- (i) A computation shall be made of the value of the pension payable to the contributor from time to time;
- (ii) A computation shall be made of the value of the benefits payable in accordance with the provisions of Section 7 to the contributor's spouse in the event of the contributor's death and, in calculating such value, the spouse's correct age shall be used;
- (iii) A computation shall be made of the value of the benefits payable in accordance with the provisions of Section 7 to the contributor's spouse in the event of the contributor's death and, in calculating such value, the spouse's assumed age shall be used;
- (iv) A computation shall be made of the fraction obtained by dividing

the result obtained by adding the values derived from paragraph (i) and paragraph (iii);
by
the result obtained by adding the values derived from paragraph (i) and paragraph (ii);
- (v) A computation shall be made of the value of the benefits payable to the contributor's spouse in the event of the contributor's death, where such benefits shall be deemed to be sixty percent of the contributor's pension payable at the time of the contributor's death multiplied by the ratio derived from paragraph (iv) and, in calculating such value, the spouse's correct age shall be used;
- (vi) If the value derived from paragraph (v) is higher than the value derived from paragraph (iii)

contre la pension du conjoint est rajustée conformément aux dispositions de l'article 8(7)c(i) et 8(7)c(ii), les calculs nécessaires étant effectués à la date à laquelle le service de la pension du cotisant débute.

f) Si, au moment du début du service de la pension d'un cotisant, le Conseil de fiducie n'a pas reçu d'exonération de conjoint selon des modalités satisfaisantes, les calculs suivants sont effectués à compter de la date à laquelle le service de la pension du cotisant débute :

- (i) On calcule la valeur de la pension payable au cotisant de temps à autre;
- (ii) On calcule la valeur des prestations payables au conjoint du cotisant, conformément aux dispositions de l'article 7, advenant le décès du cotisant, en tenant compte de l'âge réel du conjoint;
- (iii) On calcule ensuite la valeur des prestations payables au conjoint du cotisant, conformément aux dispositions de l'article 7, advenant le décès du cotisant, en tenant compte de l'âge présumé du conjoint;
- (iv) On calcule ensuite la fraction suivante en divisant

le résultat obtenu en additionnant les montants des paragraphes (i) et (iii)
par
le résultat obtenu en additionnant les montants des paragraphes (i) et (ii);
- (v) On calcule ensuite la valeur des prestations payables au conjoint du cotisant advenant le décès de ce dernier, à raison de soixante pour cent de la pension payable au cotisant au moment de son décès, multiplié par le rapport obtenu au paragraphe (iv), en tenant compte de l'âge réel du conjoint;
- (vi) Lorsque le montant obtenu au paragraphe (v) est supérieur au montant obtenu au paragraphe (iii),

the pension payable from time to time to the contributor shall be adjusted by multiplying his pension by the fraction derived from paragraph (iv).

In such case, the benefits payable to the contributor's spouse in the event of the contributor's death shall be equal to sixty percent of the contributor's pension calculated in accordance with this paragraph (vi).

- (vii) If the value derived from paragraph (iii) is higher than the value derived from paragraph (v), the pension payable from time to time to the contributor shall not be adjusted.

In such case, the benefits payable to the contributor's spouse in the event of the contributor's death shall be those benefits determined in accordance with the provisions of Section 7 multiplied by the value derived from paragraph (iii) and divided by the value derived from paragraph (ii).

- (8) When a contributor in receipt of a pension payable under Part I by reason of having been deemed to be disabled has, in the opinion of the Corporation, ceased to be disabled, the pension or other benefit to which such contributor is or may become entitled shall be recomputed without reference to such disability, and shall cease according to Section 8(14) if he again becomes an employee. If such contributor again becomes an employee immediately after ceasing to be regarded as disabled, pensionable service prior to having become disabled shall be included in the computation of any pension which becomes payable to or in respect of such contributor when again reaching final salary year.

- (9) Where a contributor who is no longer an employee was entitled to a return of contributions under Part I and exercised the option of a deferred pension, such contributor may at any time before the deferred pension becomes payable, and before his normal retirement date:

- (a) if such contributor has become disabled, elect to receive immediately an actuarial equivalent pension in lieu of a deferred pension, or
- (b) revoke said exercise of option and elect to receive a pension which becomes payable on the first day of any month from such contributor's optional retirement date but not earlier than the

la pension payable de temps à autre au cotisant est rajustée en multipliant sa pension par la fraction obtenue au paragraphe (iv).

Dans ce cas, les prestations payables au conjoint du cotisant, advenant le décès de ce dernier, seront égales à soixante pour cent de la pension du cotisant calculée conformément à ce paragraphe (vi).

- (vii) Lorsque la valeur obtenue au paragraphe (iii) est supérieure à la valeur obtenue au paragraphe (v), la pension payable de temps à autre au cotisant ne fait l'objet d'aucun rajustement.

Dans ce cas, les prestations payables au conjoint du cotisant, advenant le décès de ce dernier, sont déterminées conformément aux dispositions de l'article 7, ce montant étant multiplié par le montant obtenu au paragraphe (iii) et divisé par le montant obtenu au paragraphe (ii).

- (8) Lorsqu'un cotisant reçoit une pension au titre de la Partie I parce qu'il était réputé invalide et que, de l'avis de la Société, il a cessé d'être invalide, la pension ou les autres prestations auxquelles il a ou aura droit sont rajustées sans tenir compte de l'invalidité, et leur versement cesse, conformément à l'article 8(14) dès que le cotisant reprend sa qualité d'employé. S'il reprend sa qualité d'employé immédiatement après avoir cessé d'être réputé invalide, le service-pension antérieur à son invalidité entre dans le calcul de toute pension accordée, à lui ou à ses ayants droit, à la dernière année de salaire.

- (9) Lorsqu'un cotisant, qui a perdu sa qualité d'employé alors qu'il était admissible à un remboursement des cotisations, a opté pour une pension différée, il peut toujours, avant l'échéance de la pension différée et avant d'avoir atteint la date réglementaire de la retraite :

- a) s'il est frappé d'invalidité, demander de recevoir immédiatement une pension actuariellement équivalente au lieu d'une pension différée, ou
- b) révoquer le choix retenu et opter pour une pension payable le premier jour de tout mois suivant la date facultative de sa retraite, mais en aucun cas avant la date à laquelle il révoque son choix ni

date of such revocation of option and not later than the contributor's normal retirement date, or

après la date réglementaire de sa retraite, ou

- (c) revoke the said exercise of option and elect to receive a return of contributions, as may be permitted by the provisions of Section 7(1).

- c) révoquer le choix retenu et opter pour un remboursement de ses cotisations, conformément aux dispositions de l'article 7(1).

If this revocation and election is made, a pension in respect of the contributor will be re-computed based on the period of service on which the deferred pension first granted was computed less the period of service for which the return of contributions has been made, and such recomputed pension may be the subject of an election as provided by Sections 8(9)(a) and 8(9)(b).

Lorsque le cotisant révoque ainsi son choix et en fait un nouveau, sa pension est recalculée en fonction de la période de service qui avait servi de base au calcul de la pension différée accordée auparavant moins la période de service qui a fait l'objet d'un remboursement de cotisations, et cette pension recalculée peut être sujette à une des options prévues aux articles 8(9)a) et 8(9)b).

- (10) Notwithstanding the provisions of section 8(1) if, after reaching normal retirement date, a contributor does not continue to make contributions to the public pension plan, the annual amount of pension to which he shall become entitled with respect to pensionable service rendered after normal retirement date shall be computed as 2 percent of the contributor's pensionable salary rate multiplied by the number of years of such pensionable service, subject to the limitation in Section 7(6).

- (10) Nonobstant les dispositions de l'article 8(1), si, après avoir atteint la date réglementaire de la retraite, un cotisant cesse de verser des cotisations au régime de pension de l'État, le montant annuel de la pension qui lui revient à l'égard du service-pension rendu après la date réglementaire de la retraite est calculé à raison de deux pour cent de son taux de salaire ouvrant droit à pension multiplié par le nombre d'années de service-pension, sous réserve des restrictions prévues à l'article 7(6).

In the case of such a contributor references to the "final salary year" in respect of the Year's Maximum Pensionable Earnings shall be deemed to be references to the year in which the contributor attains normal retirement age.

Dans un tel cas, toute référence à la "dernière année de salaire" en ce qui a trait au maximum des gains annuels ouvrant droit à pension sera considérée comme une référence à l'année où le cotisant atteint l'âge réglementaire de la retraite.

- (11) Notwithstanding anything in Part I, the pensions and other benefits payable to or in respect of a contributor who has been enrolled in the Group Annuity Plan shall be subject to the provisions of Section 10.

- (11) Nonobstant toute disposition contraire à la Partie I, les pensions et autres prestations acquises par un cotisant qui a participé au régime collectif de rentes viagères sont soumises aux dispositions de l'article 10.

- (12) Should the total of the annual pension benefit payable pursuant to Part I and Part II to a contributor or the contributor's spouse or any child of the contributor be less than four percent of the Year's Maximum Pensionable Earnings for the calendar year in which the contributor reaches final salary year, the Pension Board may, in lieu thereof, pay the pension benefit credit to the contributor or surviving spouse, as the case may be, in a lump sum, and may pay to such child the commuted value of the child's pension.

- (12) Dans le cas où le total de la pension annuelle payable au titre de la Partie I et de la Partie II à un cotisant, à son conjoint ou à ses enfants, serait inférieur à quatre pour cent du maximum des gains annuels ouvrant droit à pension pour l'année civile durant laquelle le cotisant atteint sa dernière année de salaire, le Conseil de fiducie se réserve le droit de payer les droits à pension sous forme de montant forfaitaire au cotisant ou à son conjoint survivant, selon le cas, et de verser à l'enfant la valeur globale de la pension d'enfant.

- (13) Notwithstanding anything in Part I;

- (13) Nonobstant toute disposition contraire de la Partie I :

- (a) The number of years of pensionable service to the credit of a contributor which shall be counted in computing a pension to or in respect of him, deeming supplementary service, and pensionable service rendered under Part II, if any, to

- a) Aux fins du calcul de la pension, le nombre d'années de service-pension à l'actif du cotisant ne saurait dépasser trente-cinq ans, les années de service supplémentaire et de service-pension admis au titre de la Partie II, le cas

be pensionable service for this purpose, shall not exceed thirty-five years.

When a contributor has rendered more than thirty-five years of pensionable service, and/or supplementary service, and pensionable service rendered under Part II, that part of such service rendered by him prior to 1966 shall count for the computation of his pension, and such computation shall be made in accordance with the provisions of paragraph (A) of Section 8(1)(i) and the balance of pensionable service allowed shall be deemed to be the service rendered by him after 1965 for the purposes of Section 8(1)(i).

- (b) If a contributor reaches final salary year and again becomes an employee, the number of years of pensionable service to his credit which shall be counted in computing a pension to or in respect of him after again becoming an employee shall not exceed thirty-five years less
- (i) the period of his supplementary service, and
 - (ii) any period of service on and after September 1, 1961, in respect of which a deferred or immediate pension was issued to or in respect of him under Part I, and
 - (iii) any period of service in respect of which a deferred or immediate pension was issued to or in respect of him under Part II,

and in applying the terms of Section 6(4) the reference to thirty-five years therein shall be deemed to be a reference to such maximum number of years which may be counted as pensionable service.

- (14) Notwithstanding anything in Part I, when a contributor who is receiving a pension under Part I or II again becomes an employee under Part I, the contributor may choose:
- (a) to continue receiving his pension payments, in which case any period of service with the Corporation during which pension payments are being received shall be deemed not to be pensionable service; or
 - (b) to have his pension payments suspended, in which case at subsequent retirement the amount of annual pension to which he shall become entitled is equal to the greater of

échéant, comptant comme service-pension.

Lorsqu'un cotisant a accumulé, au total, plus de trente-cinq ans de service-pension, de service supplémentaire et de service-pension admis au titre de la Partie II, toutes les années de service antérieures à 1966 entrent dans le calcul de sa pension et ce calcul se fait conformément aux dispositions du paragraphe (A) de l'article 8(1)(i), le reliquat de service-pension à son actif comptant comme service rendu après 1965 aux fins de l'article 8(1)(i).

- b) Lorsqu'un cotisant atteint sa dernière année de salaire et qu'il retrouve par la suite sa qualité d'employé, le nombre d'années de service-pension à son actif qui entre dans le calcul des prestations acquises après sa réintégration ne saurait dépasser trente-cinq, sous déduction
- (i) de la durée de son service supplémentaire, et
 - (ii) de la durée de tout service rendu à partir du 1er septembre 1961, à l'égard duquel une pension immédiate ou différée lui a été accordée en vertu de la Partie I, et
 - (iii) de toute période de service à l'égard duquel une pension immédiate ou différée lui a été accordée au titre de la Partie II.

Aux fins de l'article 6(4), la mention du maximum de trente-cinq ans s'entend du nombre maximal d'années qui comptent comme service-pension.

- (14) Nonobstant toute disposition contraire de la Partie I, lorsqu'un cotisant qui touche une pension au titre de la Partie I ou II retrouve sa qualité d'employé au sens de la Partie I, il peut choisir
- a) de continuer à recevoir des paiements de pension, et le cas échéant, toute période de service à la Société au cours de laquelle des paiements de pension sont reçus sera considérée comme n'ouvrant pas droit à pension, ou
 - b) de faire interrompre ses paiements de pension, et le cas échéant, au moment de sa retraite ultérieure, le montant de pension annuelle auquel il aura droit sera égal au plus élevé de

- (i) the sum of:
 - (A) in respect of his previous period of pensionable service, the actuarial equivalent of the annual pension and any other benefits to which he was entitled in respect of that previous period of pensionable service at the date of re-employment, and
 - (B) in respect of his subsequent period of pensionable service, the annual pension computed in accordance with the terms of Part I for that period of pensionable service, or
- (ii) the annual pension computed in accordance with the terms of Part I and Part II, as the case may be, for his entire period of pensionable service.

In the event that the contributor dies during the period when the pension payments are suspended, he shall be deemed to have retired immediately prior to his death for purposes of determining survivor benefits.

9. GENERAL

- (1) The Corporation may from time to time make regulations in respect of those matters indicated in Part I and which are not inconsistent with the provisions of Part I, and may from time to time amend, repeal or add to such regulations. Without limiting the generality of the foregoing, the Corporation may make regulations with respect to the rate of interest to be used in the calculation of Accumulated Employee Contributions, the indices to be used in adjusting pension credits both before and after termination of employment, the forms to be used in the administration of Part I, and generally with respect to those administrative matters reasonably necessary for carrying out the purposes and provisions of Part I. All regulations shall have the same force and effect as if set out herein.
- (2) Subject to the powers of the Corporation as expressed herein, all questions arising in the administration and interpretation of Part I shall be decided by the Pension Board provided always that where there arises a question as to whether or not a pension is payable to or in respect of a contributor under the public pension plan, or the amount thereof, the

- (i) la somme de :
 - (A) pour sa période antérieure de service ouvrant à pension, l'équivalent actuariel de la pension annuelle et toutes les autres prestations annuelles auxquelles il a droit pour la période antérieure de service ouvrant droit à pension à la date de réengagement, et
 - (B) pour sa période ultérieure de service ouvrant à pension, la pension annuelle calculée conformément aux modalités de la Partie I pour cette période de service ouvrant droit à pension, ou
- (ii) la pension annuelle calculée conformément aux modalités des Parties I et II, selon le cas, pour sa période entière de service ouvrant droit à pension.

Advenant le décès du cotisant pendant la période où les paiements de pension sont interrompus, on jugera qu'il aura pris sa retraite immédiatement avant son décès aux fins de déterminer les prestations de survivants.

9. DISPOSITIONS GÉNÉRALES

- (1) La Société peut, de temps à autre, établir des règlements relatifs aux sujets traités à la Partie I, compatibles avec les conditions énoncées dans les présentes et les modifier, les révoquer ou en rajouter d'autres. Sans limiter la généralité de ce qui précède, la Société peut établir des règlements relatifs au taux d'intérêt à utiliser pour le calcul des cotisations salariales accumulées, les indices à utiliser pour rajuster les droits à pension à la fois avant et après la cessation d'emploi, les formulaires à utiliser pour l'administration de la Partie I et, de façon générale, à des questions administratives ayant normalement trait à la mise en application des objets et dispositions de la Partie I. Ces règlements ont le même effet que s'ils étaient consignés au présent document.
- (2) Sous réserve des pouvoirs de la Société énoncés dans cette Partie I, toutes les questions relatives à l'administration et à l'interprétation de la Partie I sont du ressort du Conseil de fiducie, étant précisé que chaque fois qu'il y a lieu de se demander si la pension est payable à l'égard d'un cotisant en vertu du régime de pensions de l'État ou d'en établir le montant, le Conseil

Pension Board will consider itself to be bound by the determination of such question by any body or person designated in such plan as being authorized to make such determination.

- (3) The Pension Board shall be entitled to withhold or direct to be withheld from any benefit payable to a person under this Part I any amounts which have been improperly paid pursuant to this Part I by reason of any act of the contributor in respect of whom such benefits are payable, or any act of any other person to whom benefits are payable in respect of the contributor.
- (4) Where, for any reason, a person entitled to a benefit under Part I is, in the opinion of the Pension Board, unable to manage his own affairs and there is no person entitled by law to act for him, the Pension Board may pay or direct to be paid to such other person as it deems appropriate any amount that is payable to such person entitled to such benefit under Part I. Any payment made pursuant to this subsection shall be deemed to be a payment to the person in respect of whom such payment is made.
- (5) Before becoming entitled to any benefits under Part I, the contributor or other recipient thereof shall furnish the Corporation or the Pension Board with such information and evidence thereof, including but not limited to proof of age, as they shall require.
- (6)
 - (a) Unless otherwise provided in this Part I, no benefit provided under the terms of Part I is capable of being assigned or alienated, charged, anticipated or given as security or confers on a contributor, that person's personal representative or dependent or other person any right or interest therein that is capable of being assigned, alienated, charged, anticipated or given as security.
 - (b) Unless otherwise provided in this Part I, no pension benefit is capable of being surrendered or commuted during the lifetime of the recipient.
 - (c) A contributor who is entitled to a deferred pension or an immediate pension or other benefit, or who would be so entitled if he had reached final salary year, is not entitled to withdraw any part of such contributor's contributions to or under Part I in respect of service under Part I, except as otherwise provided in Part I, and any pension and any pension fund monies attributable to such contributions shall be applied under the terms of Part I towards the provision of the deferred or immediate pension or other benefit to

de fiducie est lié par la décision prise à ce sujet par toute personne ou tout organisme habilité, en vertu dudit régime, à prendre ladite décision.

- (3) Le Conseil de fiducie est habilité à retenir ou à ordonner de retenir sur toute prestation due à une personne en vertu de la présente Partie I les sommes indûment versées en raison d'une action du cotisant à l'égard de qui les prestations sont payables, ou en raison d'une action de tout autre bénéficiaire.
- (4) Lorsque, pour une raison donnée, le bénéficiaire d'une pension au titre de la présente Partie I est, de l'avis du Conseil de fiducie, inapte à administrer ses affaires, et à défaut de mandataire juridique, le Conseil de fiducie peut verser ou ordonner de verser à toute personne qu'il juge apte les prestations destinées au bénéficiaire en vertu de la présente Partie I. Tout paiement versé conformément au présent paragraphe est réputé avoir été versé au bénéficiaire lui-même.
- (5) Avant d'être admis aux prestations prévues par la présente Partie I, le cotisant, ou tout autre bénéficiaire, doit fournir à la Société ou au Conseil de fiducie tous les renseignements demandés avec preuve à l'appui, notamment la preuve d'âge.
- (6)
 - a) Sauf stipulation contraire à la Partie I, les prestations prévues par la présente Partie I ne peuvent ni être cédées, débitées, aliénées, comptabilisées par anticipation ou données en garantie, ni conférer au cotisant, à son représentant, à un ayant droit ou à toute autre personne, de droit ou d'intérêt y afférent et qui pourrait être cédé, débité, comptabilisé, aliéné par anticipation ou donné en garantie.
 - b) Sauf stipulation contraire à la présente Partie I, aucune pension ne saurait être rachetée ni versée globalement du vivant du bénéficiaire.
 - c) Le cotisant qui a droit à une pension différée ou immédiate, ou à toute autre prestation, ou encore qui y aurait droit s'il avait atteint sa dernière année de salaire, n'a pas le droit de retirer les cotisations qu'il a versées au titre de la Partie I à l'égard du service régi par la Partie I, sauf disposition contraire dans la Partie I, et toute pension ainsi que toute somme d'argent comprise dans la Caisse et qui découle desdites cotisations est affectée, aux termes de la Partie I, à la constitution de la pension différée ou immédiate ou de toutes autres

which such contributor or eligible survivors are entitled.

prestations revenant au cotisant ou à ses ayants-droit.

(7) All pensions and other benefits under Part I shall be payable in Canadian currency.

(7) Toutes les pensions et autres prestations au titre de la Partie I sont payables en devises canadiennes.

(8) Notwithstanding the definition of spouse in Section 3(oa), in respect of pensionable service rendered before January 1, 1987, where a contributor's death occurs while an employee or while eligible for a deferred pension on which payments have not commenced, for the purpose of Part I, a person who is not married to the contributor, who establishes to the satisfaction of the Pension Board that such person had been publicly represented by the contributor as spouse of the contributor,

(8) Nonobstant la définition de conjoint à l'article 3oa), en ce qui a trait au service-pension antérieur au 1er janvier 1987, lorsqu'un cotisant décède alors qu'il avait qualité d'employé ou qu'il était admissible à une pension différée dont les paiements n'avaient pas encore commencé, le Conseil de fiducie peut décider, pour les besoins de la Partie I, qu'une personne qui n'est pas mariée à un cotisant et qui établit, à la satisfaction du Conseil de fiducie, qu'elle a été publiquement représentée par le cotisant comme son conjoint :

(a) for a period of not less than three years immediately prior to the death of the contributor with whom such person had been residing and whom by law such person was prohibited from marrying by reason of a previous marriage either of the contributor or of such person to another person, or

a) pendant une période d'au moins trois ans précédant immédiatement le décès du cotisant avec qui elle résidait et que la loi lui interdisait d'épouser parce que le cotisant ou elle-même était marié à une autre personne, ou

(b) for a period of not less than one year immediately prior to the death of the contributor with whom such person had been residing when not so prohibited,

b) pendant une période d'au moins un an précédant immédiatement le décès du cotisant avec lequel ladite personne résidait quand la loi ne le lui interdisait pas,

shall, if the Pension Board so directs, be deemed for the purposes of Part I to be the spouse of that contributor and to have become married to the contributor at such time as such person commenced being so represented as the spouse.

est désignée comme le conjoint dudit cotisant et est présumée l'avoir épousé à l'époque où ladite personne a commencé à être ainsi représentée comme son conjoint.

(9) Notwithstanding the definition of spouse in Section 3(oa), in respect of pensionable service rendered before January 1, 1987, where a contributor's death occurs while an employee or while eligible for a deferred pension on which payments have not commenced, if upon the death of the contributor, it appears to the Pension Board that the surviving spouse of the contributor had, immediately prior to the contributor's death, been living apart from the contributor, and if the Pension Board so directs, having regard to the surrounding circumstances, including the welfare of any children involved, such surviving spouse shall be deemed, for the purpose of Part I, to have predeceased the contributor.

(9) Nonobstant la définition de conjoint à l'article 3oa), en ce qui a trait au service-pension antérieur au 1er janvier 1987, dans le cas où le décès d'un cotisant survient alors qu'il avait qualité d'employé ou qu'il était admissible à une pension différée dont les paiements n'avaient pas encore commencé, s'il appert au Conseil de fiducie que le conjoint survivant du cotisant avait, immédiatement avant son décès, vécu séparément et que le Conseil de fiducie l'ordonne, en tenant compte des circonstances, y compris le bien-être des enfants en cause, ce conjoint survivant est, aux fins de la présente Partie I, réputé être décédé avant le cotisant.

If upon the death of a contributor there are claims by a surviving spouse who is not disentitled according to the preceding paragraph of this Section 9(9), and a person who is entitled under Section 9(8), any benefits payable to either shall be divided between them in such manner and in such proportions as the Pension Board may direct.

Si, au décès d'un cotisant, un conjoint survivant qui n'a pas perdu son droit selon le paragraphe 9(9) ci-dessus et une personne qui y a droit en vertu de l'article 9(8) présentent toutes deux une demande, le Conseil de fiducie peut ordonner que les prestations payables à l'une ou à l'autre soient divisées entre elles de la manière et dans les proportions établies par le Conseil de fiducie.

If the contributor's death occurs while receiving a pension, the spouse at the time of the contributor's death shall receive benefits according to Section 7(3), subject to the provision of Section 8(6)(a).

- (10) Where the child of a contributor is entitled to a payment pursuant to Part I, payment shall be made to
- (i) the guardian or tutor of the child up to the time at which such child has reached the age of majority, and
 - (ii) to such child effective with the instalment of pension payable on the day coinciding with or next following the day on which such child reaches the age of majority.

Notwithstanding the provisions of this section, the Pension Board may designate that the pension to which such child is entitled shall be paid either to such child or the guardian or tutor of such child if, in the opinion of the Pension Board, the surrounding circumstances so justify.

- (11) All persons required to contribute according to Section 4(1)(a) shall contribute to Part I as of January 1, 1992. Any person becoming an employee on or after January 1, 1992, shall begin to contribute as from the first day of the month coinciding with or next following the day on which such person becomes an employee. For the purposes of this Section, if the day a person becomes an employee is the first working day of the month in which such person becomes an employee, according to the conditions of work of such employee, such person shall be deemed to have become an employee on the first day of that month.
- (12) The Corporation reserves the right to amend or to terminate Part I at any time. No such amendment or termination shall affect adversely the benefits accrued to any employee or any employee's spouse or children up to the date of such amendment or termination. In the case of termination of Part I, the period of contributory service shall not be regarded as preventing the vesting of benefits in any case.
- (13) (a) Where a contributor or a recipient of benefits other than a contributor disappeared under circumstances that, in the opinion of the Pension Board, raise beyond a reasonable doubt a presumption that such contributor is dead, the Pension Board may issue a certificate declaring that the contributor or such other person is presumed to be dead and stating the date upon which death is presumed to have occurred, and thereupon the contributor or such other person shall be deemed for all purposes

Si le décès du cotisant survient alors qu'il perçoit une pension, son conjoint a droit aux prestations prévues à l'article 7(3), sous réserve des dispositions de l'article 8(6)a).

- (10) Lorsque l'enfant d'un cotisant a droit à des prestations en vertu de la présente Partie I, ces prestations sont versées
- (i) au gardien ou tuteur de l'enfant jusqu'à ce que cet enfant ait atteint la majorité, et
 - (ii) à cet enfant à partir du versement payable le jour où cet enfant atteint la majorité ou le jour du versement suivant.

Nonobstant les dispositions du présent article, le Conseil de fiducie peut ordonner que la pension à laquelle cet enfant a droit soit payée, soit à cet enfant, soit au gardien ou au tuteur de cet enfant si, à son avis, les circonstances le justifient.

- (11) Toute personne visée à l'article 4(1)a) est tenue de verser des cotisations à la Partie I à compter du 1er janvier 1992. Toute personne prenant la qualité d'employé à partir du 1er janvier 1992 commence à verser des cotisations au Régime à compter du 1er jour du mois où tombe ou qui suit le jour où celle-ci devient employé. Aux fins du présent article, si le jour où elle devient employé coïncide avec le 1er jour ouvrable du mois, conformément à ses conditions de travail, elle est réputée avoir pris la qualité d'employé le 1er jour dudit mois.
- (12) La Société se réserve le droit de modifier ou de mettre fin à la Partie I à tout moment, sans toutefois remettre en cause les prestations acquises par tout employé, son conjoint ou ses enfants jusqu'à cette date-là. En cas de résiliation de la Partie I, la période de service cotisable ne saurait en aucun cas empêcher l'acquisition des droits aux prestations.
- (13) a) Lorsque le cotisant ou un bénéficiaire des prestations, autre que le cotisant, disparaît dans des circonstances qui, de l'avis du Conseil de fiducie, font présumer sans l'ombre d'un doute raisonnable qu'il est décédé, le Conseil de fiducie peut délivrer un certificat attestant que le cotisant ou ledit autre bénéficiaire est présumé décédé et précisant la date où le décès est réputé être survenu; le cas échéant, le cotisant ou ledit autre bénéficiaire est réputé, aux fins de la présente Partie I, être

of Part I to have died on the date so stated in the certificate.

décédé à la date indiquée sur le certificat.

- (b) Notwithstanding Section 9(13)(a), if after the issue of the certificate under that subsection it is made to appear that the contributor or such other person named in the certificate did not in fact die on the date stated therein, the certificate has effect as provided in Section 9(13)(a) in relation to any period before such time as it is made to appear that he did not in fact so die, but no effect in relation to any period after that time.
- (14) The Corporation shall provide for the funding of Part I in accordance with such tests and standards for solvency as are prescribed by the Pension Benefits Standards Act, 1985 and Regulations thereunder that is adequate to provide for payment of all pension benefits and other benefits required to be paid under the terms of Part I, subject to the provisions of the Income Tax Act, and for the investment of pension fund monies in such securities and obligations as are authorized by the said Acts.
- (15) (a) In this Section 9(15), "employer" means an employer for the benefit of whose employees there is a superannuation or pension fund or plan and includes the administrator of any such superannuation or pension fund or plan established for those employees.
- (b) The Corporation may from time to time enter into an agreement with any employer whereby, in consideration of the agreement of that employer to pay to the Pension Board an amount determined in accordance with the agreement in respect of any employee of that employer who becomes or has become an employee of the Corporation, the Corporation will cause the Pension Board to pay that employer for the purpose of any superannuation or pension fund or plan established for the benefit of employees of that employer an amount determined in accordance with the terms of such agreement in respect of any employee of the Corporation who ceases to be an employee of the Corporation to become an employee of that employer. Such agreements may provide for such payment to be made in respect of such transfers of employment effected prior to the effective date of such agreement.
- (c) An employee may take advantage of such an agreement only where he has provided the Corporation with consent in writing in a form acceptable to the Corporation.
- b) Nonobstant l'article 9(13)a, s'il y a lieu de penser, après la délivrance dudit certificat, que le cotisant ou ledit bénéficiaire n'est pas effectivement décédé à la date qui y est précisée, le certificat reste valide, suivant l'article 9(13)a, pour toute la période qui précède le moment où il y a lieu de penser que le cotisant ou ledit autre bénéficiaire n'est pas effectivement décédé, mais est nul et non avenue pour la période qui suit ledit moment.
- (14) La Société est tenue de prévoir, conformément aux critères et normes de solvabilité réglementaires prévues à la Loi de 1985 sur les normes de prestations de pension et ses règlements, une capitalisation suffisante pour assurer le service des pensions et autres prestations à verser au titre de la Partie I, sous réserve des dispositions de la Loi de l'impôt sur le revenu, ainsi que le placement des sommes versées à la Caisse dans des titres et obligations autorisés par lesdites lois.
- (15) a) Dans le présent article 9(15), "employeur" s'entend de tout employeur dont le personnel bénéficie d'un régime ou d'une caisse de retraite ou de pension, et comprend l'administrateur de cette caisse ou de ce régime établi à l'intention des employés.
- b) La Société peut, à l'occasion, conclure avec tout employeur un accord en vertu duquel, à condition qu'il convienne de verser au Conseil de fiducie le montant fixé selon l'accord à l'égard de l'employé dudit employeur qui devient ou est devenu employé de la Société, elle fait verser audit employeur, par le Conseil de fiducie, aux fins du régime ou de la Caisse de retraite ou de pension établi pour le personnel dudit employeur, le montant fixé selon l'accord à l'égard de tout membre du personnel de la Société qui cesse de faire partie du personnel de la Société et passe au personnel dudit employeur. L'accord peut prévoir que lesdits versements s'étendent aux mutations ayant eu lieu avant l'entrée en vigueur dudit accord.
- c) L'employé ne peut se prévaloir de ce privilège que s'il a donné son consentement écrit à la Société, d'une manière jugée acceptable par cette dernière.

- (d) Where a payment has been accepted pursuant to a direction of the Corporation under an agreement entered into between the Corporation and an employer as described in paragraph (b) in respect of any former employee of that employer, the previous rights of the employee in respect of such monies paid shall be extinguished and he shall then have the sole right in relation thereto to be treated as a contributor to Part I to the extent provided for in the agreement.
- (e) When a payment described in Section 9(15)(b) is made by the Pension Board on behalf of an employee of the Corporation, that employee ceases to be entitled to any benefit under Part I in respect of the period of pensionable service to which that payment relates.
- (f) Where there is in force an agreement described in Section 9(15)(b) above, and where the application of such agreement requires that a payment be made or received, the Corporation shall give the appropriate notice thereof to the Pension Board. Upon receipt of such a notice the Pension Board will, in accordance with the terms of the notice, accept a payment into or will cause a payment to be made out of the Fund described in Section 5 of the Trust Agreement between the Corporation and the Trustees. All payments received pursuant to such a notice shall be administered by the Pension Board as part of the said Fund.
- (16) Where an employee was a member of a registered pension plan of a previous employer, the Corporation may permit the transfer of assets credited to such employee under such registered pension plan to the Fund in order to provide such employee with additional pensionable service under this Part I, in accordance with applicable legislation. The additional pensionable service is determined by the Pension Board, based on the method and assumptions recommended by the Corporation's actuaries, and shall not exceed the pensionable service recognized for the same purpose under the previous employer's registered pension plan.
- d) Lorsqu'un paiement a été accepté à la suite d'un ordre donné par la Société en vertu d'un accord conclu par la Société et un employeur aux termes de l'alinéa b), à l'égard d'un ancien employé dudit employeur, l'employé perd ses droits antérieurs à l'égard dudit paiement et il ne conserve que le droit, à cet égard, d'être traité comme un cotisant de la Partie I conformément aux dispositions de l'accord.
- e) Lorsqu'un paiement prévu à l'article 9(15)b) est versé par le Conseil de fiducie à l'égard d'un employé de la Société, ledit employé cesse d'avoir droit à toutes prestations au titre de la Partie I à l'égard de la période de service-pension faisant l'objet du paiement.
- f) Lorsqu'un accord a été conclu aux termes de l'article 9(15)b) ci-dessus et que son application exige qu'un paiement soit versé ou perçu, la Société en donne avis au Conseil de fiducie, conformément à l'avis, fait encaisser le versement ou le fait déboursier, selon le cas, par la Caisse désignée à l'article 5 de l'acte fiduciaire passé entre la Société et le Conseil de fiducie. Tous les versements encaissés conformément audit avis sont administrés par le Conseil de fiducie comme un avoir de la Caisse.
- (16) Lorsqu'un employé était participant d'un régime de retraite agréé d'un employeur précédant, la Société peut autoriser le transfert du montant d'actif au crédit dudit employé en vertu dudit régime de retraite agréé à la Caisse afin d'octroyer des années de service-pension additionnelles à l'employé au titre de la Partie I, conformément aux lois pertinentes. Les années de service-pension additionnelles sont établies par le Conseil de fiducie, selon la méthode et les hypothèses recommandées par l'actuaire de la Société, et ne doivent pas excéder les années de service-pension reconnues pour les mêmes fins par le régime de retraite agréé de l'employeur précédant.

10. GROUP ANNUITY PLAN

- (1) In the case of a contributor who has rendered supplementary service, Section 6(4) shall be replaced by the following:
- "When the total pensionable service of a contributor under Part I and Part II combined, including supplementary

10. RÉGIME COLLECTIF DE RENTES VIAGÈRES

- (1) Dans le cas du cotisant qui a un service supplémentaire à son actif, l'article 6(4) est remplacé par le texte suivant :
- "Dès que l'ensemble du service-pension d'un cotisant au titre des Parties I et II, y compris son service supplémentaire au

service under Part I, reaches thirty-five years, the contributions of such contributor shall cease. For all purposes of Part I, excepting the computation of the accumulated employee contributions of such contributor, it shall be deemed that such contributor continued to make the contributions which would have been made except for this Section 6(4).”

titre de la Partie I, atteint trente-cinq années, les cotisations cessent. À toutes les fins de la Partie I, sauf le calcul des cotisations salariales accumulées par le cotisant, celui-ci est alors réputé avoir continué de verser les cotisations qu’il aurait versées en l’absence de cet article 6(4).”

- (2) Supplementary service shall count as pensionable service to the credit of a contributor for purposes of qualification for benefits, and shall count in the computation of benefits in the manner set forth in Section 10(3).
- (3) Where a contributor has been an employee for the continuous period commencing no later than August 31, 1961, and ending on the date on which such contributor ceases to be an employee, supplementary service shall affect benefits payable to or in respect of such contributor as follows:
- (a) Where a contributor has not elected a return of contributions, an immediate or deferred pension granted through Section 7(1)(a)(iii), 7(1)(b) or 7(1)(c) shall be the greater of -
- (i) the pension computed according to Section 7(1) herein by counting as pensionable service to the credit of the contributor only pensionable service rendered on and after September 1, 1961, or
- (ii) the pension computed according to Section 7(1) by deeming the supplementary service of the contributor to be pensionable service rendered prior to January 1, 1966, for the purposes of Section 8(1)

- (2) Le service supplémentaire compte comme service-pension à l’actif du cotisant aux fins de l’admissibilité aux prestations et autres avantages dans le calcul des prestations de la façon prévue à l’article 10(3).
- (3) Lorsque le cotisant a été employé de façon ininterrompue depuis au plus tard le 31 août 1961 jusqu’au jour où il perd sa qualité d’employé, son service supplémentaire influe sur les prestations de la façon suivante :
- a) Lorsque le cotisant n’a pas opté pour le remboursement des cotisations, la pension immédiate ou différée, accordée en vertu de l’article 7(1)a)(iii), 7(1)b) ou 7(1)c), est la plus élevée des pensions suivantes :
- (i) la pension calculée conformément à l’article 7(1) en comptant comme service-pension seulement les années de service-pension portées à l’actif du cotisant à partir du 1er septembre 1961, ou
- (ii) la pension calculée conformément à l’article 7(1) en tenant le service supplémentaire au cotisant pour service-pension fourni avant le 1er janvier 1966 aux fins de l’article 8(1)

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moins

the pension computed in respect of the contributor under the Group Annuity Plan on the basis of his supplementary service, on the “guaranteed five years” basis, without the election of any optional type of pension thereunder, becoming payable from the earliest date on which the contributor could receive a pension under Section 7(1)(e) which is not a pension which is reduced by reason of early retirement, such subtraction to be made prior to the making of any adjustment necessary in order to render the pension

la pension calculée à l’égard du service supplémentaire du cotisant en se fondant sur le “minimum garanti de cinq ans” prévu par le régime collectif de rentes viagères, sans option d’aucun mode facultatif de versement sous ledit régime, qui devient payable à partir de la date réglementaire de la retraite définie à l’article 7(1)e); cette soustraction doit s’effectuer avant tout rajustement jugé nécessaire pour faire de la pension calculée conformément à la première partie de cet article 10(3)a)(ii) un équivalent actuariel conformément à l’article 7(1).

computed under the first part of this Section 10(3)(a)(ii) an actuarial equivalent pension as required by Section 7(1).

(aa) An immediate pension granted through Section 7(2) shall be the greatest of -

- (i) the immediate pension computed according to Section 7(2) herein by counting as assumed pensionable service to the credit of the contributor his pensionable service actually rendered on or after September 1, 1961, or
- (ii) the immediate pension computed according to Section 7(2) herein by counting as assumed pensionable service to the credit of the contributor his pensionable service actually rendered together with his supplementary service and by deeming such supplementary service of the contributor to be pensionable service rendered prior to January 1, 1966,

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the pension computed in respect of the contributor under the Group Annuity Plan on the basis of his supplementary service on the "guaranteed five years" basis, without the election of any optional type of pension thereunder, becoming payable on the same date as such immediate pension, or

- (iii) the immediate pension computed as two percent of the contributor's pensionable salary rate multiplied by the number of years of assumed pensionable service applicable to him, counting his supplementary service as pensionable service in the determination of "assumed pensionable service", subject to the limitation in Section 7(6),

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the sum, computed from time to time, of the pension which the contributor receives or is eligible to receive from the public pension plan, and the pension computed in respect of the contributor under the Group Annuity Plan on the basis of his supplementary service on the "guaranteed five years" basis, without the election of any

aa) La pension immédiate accordée en vertu de l'article 7(2) est la plus élevée des pensions suivantes :

- (i) la pension immédiate calculée conformément à l'article 7(2) en comptant comme service-pension présumé à l'actif du cotisant le service-pension qu'il a effectivement fourni à partir du 1er septembre 1961, ou
- (ii) la pension immédiate calculée conformément à l'article 7(2) des présentes en comptant comme service-pension présumé à l'actif du cotisant le service-pension qu'il a effectivement fourni et son service supplémentaire, et en tenant ce service supplémentaire du cotisant pour service-pension fourni avant le 1er janvier 1966

moins

la pension calculée à l'égard du service supplémentaire du cotisant en se fondant sur le "minimum garanti de cinq ans" prévu par le régime collectif de rentes viagères, sans option d'aucun mode facultatif de versement sous ledit régime, qui vient à échéance en même temps que ladite pension immédiate, ou

- (iii) la pension immédiate calculée à raison de deux pour cent du taux de salaire-pension du cotisant multiplié par le nombre d'années de service-pension présumé qui s'applique à son cas, son service supplémentaire étant tenu pour service-pension dans le calcul du "service-pension présumé", sous réserve de la restriction prévue à l'article 7(6),

moins

la somme, calculée de temps à autre, de la pension que le cotisant reçoit ou a le droit de recevoir du régime de pension de l'État et la pension calculée à l'égard du service supplémentaire du cotisant en se fondant sur le "minimum garanti de cinq ans" prévu par le régime collectif de rentes viagères, sans option

optional type of pension thereunder, becoming payable on the same date as such immediate pension.

d'aucun mode facultatif de versement prévue par ledit régime, qui vient à échéance en même temps que ladite pension immédiate.

(b) An immediate pension granted through Section 7(3)(b)(i) shall be the greater of -

b) La pension immédiate accordée en vertu de l'article 7(3)(b)(i) est la plus élevée des pensions suivantes :

(i) the immediate pension computed according to Section 7(3)(b)(i) herein by counting as assumed pensionable service to the credit of the contributor only pensionable service actually rendered on and after September 1, 1961, or

(i) la pension immédiate calculée conformément à l'article 7(3)(b)(i), en comptant comme service-pension présumé à l'actif du cotisant seulement le service-pension effectivement fourni à partir du 1er septembre 1961, ou

(ii) the immediate pension payable to the spouse and/or children computed according to the provisions of Section 7(3)(b)(i) by deeming the supplementary service of the contributor to be pensionable service rendered prior to January 1, 1966,

(ii) la pension immédiate payable au conjoint ou aux enfants, ou aux deux, calculée conformément aux dispositions de l'article 7(3)(b)(i) en tenant le service supplémentaire du cotisant pour service-pension fourni avant le 1er janvier 1966

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moins

the amount of any "immediate pension which could be or is made payable to the contributor's spouse and/or children under the Group Annuity Plan" as defined in Section 10(3)(e)(iii).

le "montant de toute pension immédiate destinée au conjoint ou aux enfants du cotisant, ou aux deux, en vertu du régime collectif de rentes viagères" aux termes de l'article 10(3)(e)(iii).

(c) Subject to the provisions of Section 7(4)(c) hereof, if the contributor at the date of his death was no longer an employee but was eligible for a deferred pension, and leaves a spouse and/or children otherwise eligible for benefits under the terms of Section 7(3)(d) hereof, the benefits payable shall be

c) Sous réserve de l'article 7(4)(c), si le cotisant, au moment de son décès, laisse un conjoint ou des enfants, ou les deux, admissibles de toute façon aux prestations prévues à l'article 7(3)(d), les prestations payables sont :

the pension computed according to that Section by including the supplementary service of the contributor as pensionable service rendered prior to January 1, 1966,

la pension calculée conformément à cet article en comptant le service supplémentaire du cotisant comme service-pension fourni avant le 1er janvier 1966

less

moins

the "amount of any immediate pension which could be or is made payable to the contributor's spouse and/or children under the Group Annuity Plan" as defined in Section 10(3)(e)(iii).

le "montant de toute pension immédiate destinée au conjoint ou aux enfants du cotisant ou aux deux en vertu du régime collectif de rentes viagères" aux termes de l'article 10(3)(e)(iii).

(d) Subject to the provisions of Section 7(4)(c) hereof, if the contributor at the time of his death was in receipt of pension under Part I and leaves a spouse and/or children otherwise eligible for benefits under the terms of Section 7(3)(d) hereof, the benefits payable shall be

d) Sous réserve de l'article 7(4)(c), si le cotisant, au moment de son décès, percevait une pension au titre de la Partie I et laisse un conjoint ou des enfants, ou les deux, admissibles de toute façon aux prestations prévues par l'article 7(3)(d), les prestations payables sont :

the pension computed according to that Section by including the supplementary service of the contributor as pensionable service rendered prior to January 1, 1966,

less

the pension, if any, which would continue to be payable in respect of the supplementary service of the contributor under the Group Annuity Plan on the "guaranteed five years" basis, becoming payable on the date on which the pension from Part I commenced to be paid, without the election of any optional type of pension.

- (e) For the purposes of this Section 10(3)
- (i) in computing any pension it shall be assumed that the contributor to or in respect of whom a pension is payable did not receive any benefit from the Group Annuity Plan prior to the date of his death and that any pension registered in his name on August 31, 1961, as a result of supplementary service, was made payable on the date on which his pension under Part I became or becomes payable;
 - (ii) the "deferred pension from the Group Annuity Plan" or "pension from the Group Annuity Plan" according to Sections 10(3)(c) and 10(3)(d) shall be such pensions calculated as if payable from the day following the contributor's normal retirement date, on the "guaranteed five years" basis, without the election of any optional type of pension;
 - (iii) the "amount of any immediate pension which could be or is made payable to the contributor's spouse and/or children under the Group Annuity Plan" under Sections 10(3)(b) and 10(3)(c) shall be calculated as a life pension in the case of a spouse, or in the case of children as pensions ceasing when such children reach eighteen years of age. For this purpose it shall be deemed that the contributor had appointed his spouse and/or children as beneficiaries to receive death benefits arising from the Group Annuity Plan.

la pension calculée conformément à cet article en comptant le service supplémentaire du cotisant comme service-pension fourni avant le 1er janvier 1966

moins

la pension, le cas échéant, qui continuerait à être payable à l'égard du service supplémentaire du cotisant du fait du "minimum garanti de cinq ans" prévu par le régime collectif de rentes viagères, laquelle viendrait à échéance au moment où la pension au titre de la présente Partie I commencerait à être versée, sans option d'aucun mode facultatif de versement.

- e) Aux fins du présent article 10(3)
- (i) pour le calcul de toute pension, le cotisant ou ses ayants droit sont réputés n'avoir reçu aucune prestation en vertu du régime collectif de rentes viagères avant la date du décès du cotisant, et toute pension à son actif le 31 août 1961, acquise en vertu du service supplémentaire, est censée avoir commencé le jour où la pension prévue par la présente Partie I devient ou est devenue payable;
 - (ii) la "pension différée accordée en vertu du régime collectif de rentes viagères" ou la "pension accordée en vertu du régime collectif de rentes viagères" aux termes des articles 10(3)(c) et 10(3)(d), est calculée comme si elle commençait le lendemain de la date réglementaire de retraite du cotisant, en vertu du "minimum garanti de cinq ans", sans option d'aucun mode de versement facultatif;
 - (iii) le "montant de toute pension immédiate destinée au conjoint ou aux enfants du cotisant, ou aux deux, en vertu du régime collectif de rentes viagères" aux termes des articles 10(3)(b) et 10(3)(c) se calcule comme pension à vie dans le cas du conjoint et, dans le cas des enfants, comme pensions prenant fin quand ils atteindront dix-huit ans. À cette fin, le cotisant est réputé avoir désigné son conjoint ou ses enfants, ou les deux, comme bénéficiaires des prestations de décès garanties par le régime collectif de rentes viagères.

(4) Notwithstanding anything to the contrary in Part I, a female contributor

- (a) who has rendered supplementary service, and
- (b) whose supplementary service and pensionable service together total at least ten years, and
- (c) who reaches final salary year, and
- (d) who wishes to receive a pension beginning during the period of fifteen years from the first day of the month coinciding with or next following the day on which she attains the age of fifty years,

shall then receive a pension. Such pension shall be the greater of the pension otherwise computed according to Part I or the pension computed according to the following conditions -

(i) the amount of annual pension paid to the contributor shall be the sum of the following amounts -

- (A) in respect of pensionable service rendered prior to January 1, 1966, two percent of the contributor's aggregate salary during such pensionable service, subject to the limitations in Section 7(6)
and
- (B) in respect of her pensionable service rendered after 1965 (reduced by those years and completed months of service first rendered by her which, when added to her supplementary service and pensionable service last rendered, together exceed thirty-five years) one and three-tenths percent of the contributor's aggregate salary;

(ii) the pension shall commence on the first day of any month during the period of fifteen years described in Section 10(4)(d), provided that the contributor has then reached final salary year, and provided that any pension made payable before the contributor attains the age of sixty years shall be reduced as provided in Section 7(1)(e) by regarding her normal retirement date as the

(4) Nonobstant toute disposition contraire de la présente Partie I, toute cotisante

- a) qui a accompli un service supplémentaire,
- b) dont l'ensemble du service supplémentaire et du service-pension atteint au moins dix ans,
- c) qui atteint sa dernière année de salaire, et
- d) qui désire recevoir une pension commençant durant la période de quinze ans à compter du premier jour du mois où tombe ou qui suit la date de son 50e anniversaire,

est admise à une pension. Ladite pension est la plus élevée, soit de celle qui est calculée d'après les autres dispositions de la présente Partie I, soit de celle qui est établie selon les modalités suivantes :

(i) Le montant de la pension annuelle versée à la cotisante est la somme des montants suivants :

- (A) à l'égard du service-pension fourni avant le 1er janvier 1966, deux pour cent du salaire global reçu par la cotisante durant ce service-pension, sous réserve des restrictions prévues à l'article 7(6)
et
- (B) à l'égard de son service-pension fourni après 1965 (moins les années et mois complets de service qu'elle a fournis auparavant et qui, ajoutés à son service supplémentaire et à son dernier service-pension, dépassent trente-cinq années), un et trois dixième pour cent du salaire global reçu par la cotisante.

(ii) La pension commence le premier jour de tout mois compris dans la période de quinze ans mentionnée à l'article 10(4)(d) ci-dessus, pourvu que la cotisante ait alors atteint sa dernière année de salaire; toutefois, toute pension versée avant qu'elle n'atteigne soixante ans sera réduite conformément aux dispositions de l'article 7(1)(e), le dernier jour du mois durant lequel elle atteint l'âge de

last day of the month in which she attains the age of sixty years.

soixante ans étant considéré comme date réglementaire de sa retraite.

- (iii) unless an optional form of pension is elected under Section 15(1), the pension shall cease with the monthly instalment payable on the first day of the month immediately prior to or coinciding with the day on which the contributor's death occurs, provided that in any event sixty monthly instalments shall be paid;
- (iv) the pension shall be in lieu of any other pension or any other benefit under Part I.

- (iii) À moins que la cotisante n'opte pour un mode facultatif de versement en vertu de l'article 15(1), la pension cesse avec la mensualité versée le premier jour du mois où son décès survient, pourvu qu'au moins soixante mensualités aient été versées.
- (iv) La pension tient lieu de toute autre forme de rentes ou de prestations acquises en vertu de la Partie I.

In this Section 10(4), the words "female contributor" shall not be read and construed to import a male contributor.

Dans cet article 10(4), le mot "cotisante" ne saurait être interprété comme désignant un cotisant.

- (5) For the purposes of this Section 10, in respect of all instalments of pension payable before April 1, 1977, the annuities computed in respect of the contributor under the Group Annuity Plan for supplementary service shall be computed without reference to the Government Annuities Improvement Act, S.C. 1974-1975, C.83, as amended.
- (6) In this Section 10, references to Sections 7(1), 7(2) and 7(3) shall be deemed to be references to these sections as limited by Sections 7(5) and 7(6) as applicable.

- (5) Aux fins du présent article 10, en ce qui a trait aux prestations de pension payables avant le 1er avril 1977, le calcul des rentes du cotisant au régime collectif de rentes viagères correspondant à son service supplémentaire est calculé sans tenir compte de la Loi sur l'augmentation du rendement des rentes de l'État, S.C. 1974-1975, c.83, modifiée.
- (6) Dans cet article 10, les références aux articles 7(1), 7(2) et 7(3) seront considérées comme des références à ces articles tels que restreints par les articles 7(5) et 7(6) lorsqu'applicables.

11. PORTABILITY OF PENSION BENEFIT CREDITS

11. TRANSFERT DES DROITS À PENSION

- (1) Where a contributor reaches final salary year before reaching optional retirement date but while eligible for a deferred pension, the contributor, or his surviving spouse, as the case may be, is entitled
 - (a) to transfer the contributor's pension benefit credit (or the surviving spouse's pension benefit credit, whichever is applicable) to another pension plan, if that other plan permits,
 - (b) to transfer the contributor's pension benefit credit (or the surviving spouse's pension benefit credit, whichever is applicable) to a registered retirement savings plan of an authorized kind for the contributor or surviving spouse, as the case may be, or

- (1) Lorsqu'un cotisant atteint sa dernière année de salaire avant la date facultative de la retraite, mais en étant admissible à une pension différée, celui-ci, ou son conjoint survivant, selon le cas, peut, à condition d'informer le Conseil de fiducie de son intention en la forme réglementaire, dans les 90 jours de la cessation d'emploi ou du décès du cotisant, ou dans les 60 jours après avoir reçu le relevé mentionné en 14(4),
 - a) transférer les droits à pension du cotisant (ou du conjoint survivant) à un autre régime de pension si celui-ci le prévoit,
 - b) transférer les droits à pension du cotisant (ou du conjoint survivant) à un régime enregistré d'épargne retraite autorisé pour le cotisant ou son conjoint, selon le cas, ou

- (c) to use the contributor's pension benefit credit (or the surviving spouse's pension benefit credit, whichever is applicable) to purchase an immediate or deferred life annuity of an authorized kind for the contributor or surviving spouse, as the case may be,

if the contributor or surviving spouse notifies the Pension Board of such desire, in authorized form and within ninety days after the termination of employment or death of the contributor, or within sixty days after the contributor or surviving spouse has been given the statement to which reference is made in Section 14(4).

- (2) Where a contributor reaches final salary year either before or after reaching optional retirement date, should such contributor's pension benefit credit (or the surviving spouse's pension benefit credit, whichever is applicable) be less than ten percent of the Year's Maximum Pensionable Earnings for the calendar year in which the contributor reaches final salary year, the Pension Board may require the contributor or the surviving spouse, as the case may be, to elect one of the options provided by Section 11(1).
- (3) Any transfer of monies out of Part I shall be subject to:
 - (i) the provisions of the Pension Benefits Standards Act, 1985;
 - (ii) the provisions of the Income Tax Act; and
 - (iii) the provisions of this Part I.
- (4) Any contributor whose final salary year occurred before January 1, 1987, and who was then granted a deferred pension, may elect, at any time before such deferred pension becomes payable, to have the value of such deferred pension and other benefits to which such contributor is entitled applied in accordance with Section 11(1).
- (5) Any transfer of monies out of Part I shall release and discharge the Corporation, the Pension Board and the CBC Pension Plan from all liability in respect of the pensionable service in respect of which such transfer was made.

- c) utiliser les droits à pension du cotisant (ou du conjoint survivant) pour acheter une rente viagère immédiate ou différée autorisée pour le participant ou le conjoint survivant, selon le cas.

- (2) Lorsqu'un cotisant atteint sa dernière année de salaire, soit avant, soit après la date facultative de la retraite, et que ses droits à pension (ou ceux de son conjoint survivant, selon le cas) sont inférieurs à dix pour cent du maximum annuel ouvrant droit à pension pour l'année civile au cours de laquelle le cotisant atteint sa dernière année de salaire, le Conseil de fiducie peut demander au cotisant ou à son conjoint survivant, selon le cas, de se prévaloir d'une des options prévues à l'article 11(1).
- (3) Tout transfert d'argent de la Partie I est soumis aux :
 - (i) dispositions de la Loi de 1985 sur les normes de prestations de pension,
 - (ii) dispositions de la Loi de l'impôt sur le revenu, et
 - (iii) dispositions de cette Partie I.
- (4) Tout cotisant qui a atteint sa dernière année de salaire avant le 1er janvier 1987 et qui s'est vu accorder une pension différée peut choisir, à tout moment avant le début du versement de cette pension différée, de faire appliquer l'article 11(1) à la valeur de cette pension différée et des autres prestations qui lui reviennent.
- (5) Tout transfert d'argent de la Partie I libère la Société, le Conseil de fiducie ainsi que le Régime de retraite de Radio-Canada de toute obligation relative au service-pension qui a fait l'objet de ce transfert.

12. ELECTIVE SERVICE

Section 12 shall not apply to any service prior to September 1, 2002 with respect to employees whose employment has been transferred from Cogeco Inc. or any of its subsidiaries to the Corporation on September 1, 2002.

12. SERVICE-OPTION

L'article 12 n'inclut pas le service antérieur au 1er septembre 2002 dans le cas des employés dont l'emploi a été transféré de Cogeco Inc. ou d'une de ses filiales à la Société le 1er septembre 2002.

(1) Definitions

"Part I", in this Section 12, means the CBC Pension Plan as it was on the date indicated.

"Elective Service" means:

- (a) a period of pensionable service ended by termination of service or transfer to a non-pensionable position, with the following exception: a period of service with the Corporation for which a commutation was made under the provisions of Section 8(12); and
- (b) service rendered in the employment of the Corporation in a position considered by the Corporation not to be of a continuing nature but to be on a full-time basis, with the following exceptions: the period preceding the date on which an employee, as defined in Section 3(fb)(ii) or Section 3(fb)(v), joined Part I of the CBC Pension Plan, if, during such period the employee
 - (i) was an employee as defined in Section 3(fb)(ii) or Section 3(fb)(v), and
 - (ii) either
 - (A) could have elected, but did not elect to contribute under Section 4 of Part I, or
 - (B) was in his initial eligibility requirement,

and any prior service on a contract basis of an employee defined under Section 3(fb)(iii), Section 3(fb)(iv); and

- (c) at the sole discretion of the Corporation, any period of service in the employment of the Corporation that is not included as part of the employee's current period of pensionable service.

"Actuarial value" means, in relation to benefits that a person has a present or future entitlement to receive, a lump sum amount that is the actuarial present value of those benefits, as determined by the Corporation's actuaries.

(2) Purpose

Through an election made by an employee on the terms and conditions of this section, that employee's elective service or a portion thereof may be included as part of the employee's current period of pensionable service.

(1) Définitions

"Partie I", dans cet article 12, signifie le Régime de retraite de Radio-Canada en vigueur à la date indiquée.

"Service-option" s'entend :

- a) d'une période de service-pension se terminant par la cessation d'emploi ou la mutation à un poste n'ouvrant pas droit à pension, sauf l'exception suivante : pour une période de service à la Société qui a donné lieu à une conversion conformément à l'article 8(12), et
- b) d'un service accompli pour la Société dans un poste que la Société ne considère pas comme continu, mais qu'elle juge être un poste à temps plein, sauf les exceptions suivantes : la période précédant la date à laquelle un employé défini à l'article 3fb)(ii) ou l'article 3fb)(v) adhère à la Partie I du régime de retraite de la SRC, si, pendant cette période, l'employé
 - (i) était un employé tel que défini à l'article 3fb)(ii) ou l'article 3fb)(v) et
 - (ii) soit
 - (A) a choisi de ne pas cotiser conformément à l'article 4 de la Partie I, ou
 - (B) n'avait pas encore satisfait aux conditions d'admissibilité initiales

et tout service antérieur contractuel d'un employé visé à l'article 3fb)(iii) ou l'article 3fb)(iv), et

- c) au seul gré de la Société, de toute période de service à l'emploi de la Société qui n'est pas incluse dans la période courante de service-pension de l'employé.

"Valeur actuarielle" signifie, relativement aux prestations auxquelles une personne a droit ou aura droit, la somme globale établie par les actuaires de la Société qui correspond à la valeur actuarielle de ces prestations.

(2) Objet

Suivant le choix de l'employé quant aux conditions du présent article, son service-option ou une partie de celui-ci peut être inclus dans la période courante de son service-pension.

(3) Deferred Pension Rights

An election by an employee under this section with respect to any elective service which had been at one time classified as pensionable service and is the basis of any deferred pension rights previously acquired by the employee shall result in the automatic extinguishment of such deferred pension rights. However, in the event that in the circumstances described in Section 12(7)(b) an employee's elective service is reduced upon the employee ceasing to be employed in a pensionable position, a proportion of such deferred pension shall be revived, the proportion being determined by subtracting the ratio referred to in Section 12(7)(b) from unity.

Notwithstanding the foregoing, the deferred or immediate pension payable to or on behalf of the contributor with respect to a period of elective service recognized pursuant to the provisions of Section 12(6)(a), shall not be less than the deferred or immediate pension to which the contributor would have been entitled had an election not been made under this Section 12.

(4) Effect

Except as provided below, the provisions of Section 12 apply to elections made on and after January 1, 2006. Any service in respect of which an election was made before that date may not be the subject of a further election under this section except to the extent that such service was excluded from the pensionable service of the employee by reason of the employee leaving the service of the Corporation or being transferred to non-pensionable employment before completing installment payments in respect of that service. Conditions regarding elections made before January 1, 2006, are subject to the provisions of this Section 12 in effect on the date of election.

(5) Eligibility to Make an Election

An employee may only make an election during a period of pensionable service as defined in Section 3(m) and must have rendered elective service in respect of which an election may be made under this section, pursuant to Section 12(4) above.

(6) Contributions

(a) With respect to any period of elective service during which an employee made contributions to Part I and in respect of which the employee is entitled to deferred pension rights,

the employee shall make contributions equal to (i) minus (ii) as follows:

(3) Droits à une pension différée

L'employé qui exerce une option, en vertu du présent article, à l'égard d'un service-option qui avait déjà été classé comme service-pension et qui constitue la base qui lui avait donné droit à une pension différée entraîne automatiquement la suppression du droit à cette pension différée. Cependant, si dans les circonstances décrites à l'article 12(7)b), le service-option de l'employé est réduit du fait qu'il cesse d'occuper un poste ouvrant droit à pension, une partie de cette pension différée est réinstituée, dans des proportions déterminées en soustrayant de l'unité la proportion stipulée à l'article 12(7)b).

Nonobstant ce qui précède, la pension différée ou immédiate payable au cotisant ou en son nom à l'égard d'une période de service-option reconnue en vertu des dispositions de l'article 12(6)(a), ne peut être inférieure à la pension différée ou immédiate à laquelle le cotisant aurait eu droit s'il n'avait pas fait de choix de service-pension en vertu de cet article 12.

(4) Entrée en vigueur

Sauf stipulation contraire ci-après, les dispositions du présent article 12 s'appliquent aux options exercées à partir du 1er janvier 2006. Tout service qui a fait l'objet d'une option avant cette date ne peut faire l'objet d'une autre option en vertu du présent article, sauf dans la mesure où ce service était exclu du service-pension de l'employé du fait que celui-ci avait quitté la Société ou avait été muté à un emploi n'ouvrant pas droit à pension avant d'avoir effectué tous les versements relatifs à ce service. Les conditions applicables aux options choisies avant le 1er janvier 2006 sont soumises aux dispositions de cet article 12 en vigueur au moment du choix.

(5) Droit d'exercer une option

Un employé ne peut exercer une option que pendant la période de service-pension définie à l'article 3m) et doit avoir accompli le service-option pour lequel il peut exercer une option en vertu du présent article, conformément à l'article 12(4) ci-dessus.

(6) Cotisations

a) Pour toute période de service-option pendant laquelle un employé a cotisé à la Partie I et pour laquelle il a droit à une pension différée,

l'employé verse des cotisations égales à (i) moins (ii) comme suit :

- (i) the actuarial value of the pension benefits with respect to the period of elective service, determined on the basis of the employee's salary rate in effect at the time of the employee's election; and
- (ii) the actuarial value of the employee's deferred pension rights with respect to the same period of elective service,

provided that no contributions are required if (ii) is greater than or equal to (i) above.

- (b) With respect to any other period of elective service,

the employee shall make contributions equal to the actuarial value of the pension benefits with respect to the period of elective service, determined on the basis of the employee's salary rate in effect at the time of the employee's election.
- (c) Any service for which an election is made pursuant to this Section 12 shall be deemed to be pensionable service and shall be included in the employee's current period of pensionable service.

(7) Elections and Payments

- (a) For purposes of the appropriate calculation of contributions by an employee under Section 12(6) above, when an employee requests in writing information regarding a possible election under this Section 12, and makes such an election within ninety (90) days of receiving such information, the employee's salary rate in effect at the time of such request for information shall be substituted for "the employee's salary rate in effect at the time of the employee's election."

(b) Method of Payment

An employee making an election under this Section 12 may pay the total amount of the appropriate contributions calculated under Section 12(6) in one lump sum at the time of making such election, or may pay the amount in installments with interest charges in accordance with Section 12(7)(e) below through regular deductions from salary, or in the case of an employee who after making an election under this Section 12 is absent without pay or receives benefits under the Corporation's Long-Term Disability Plan, by direct regular remittances, equal to the deductions

- (i) la valeur actuarielle des prestations de pension à l'égard du service-option, établie en se fondant sur le taux de salaire de l'employé en vigueur au moment de l'exercice de l'option, et
- (ii) la valeur actuarielle de la pension différée de l'employé à l'égard du même service-option,

à condition qu'aucune cotisation n'est requise si (ii) est égal ou supérieur à (i).

- b) Pour toute autre période de service-option,

l'employé verse des cotisations égales à la valeur actuarielle des prestations de pension à l'égard du service-option, établie en se fondant sur le taux de salaire de l'employé en vigueur au moment de l'exercice de l'option.

- c) Tout service pour lequel l'employé a exercé une option en vertu de cet article 12 est considéré comme du service-pension et est inclus dans la période courante de service-pension de l'employé.

(7) Options et versements

- a) Pour calculer les cotisations de l'employé en vertu de l'article 12(6) ci-dessus, lorsqu'un employé demande par écrit des renseignements sur une option possible en vertu de l'article 12, et qu'il exerce cette option dans les quatre-vingt-dix (90) jours suivant la réception des renseignements, le taux de salaire de l'employé en vigueur au moment de la demande de renseignement remplace "le taux de salaire de l'employé en vigueur au moment de l'exercice de l'option".

b) Méthode de paiement

L'employé qui exerce une option en vertu de l'article 12 peut choisir de payer le montant total des cotisations calculées en vertu de l'article 12(6), sous forme d'une somme forfaitaire au moment où il exerce son option ou sous forme de versements périodiques avec intérêts, conformément à l'article 12(7)(e) ci-dessus, au moyen de retenues sur le salaire, ou dans le cas d'un employé qui, après avoir exercé une option en vertu de l'article 12, est en congé sans salaire ou reçoit des prestations en vertu du régime d'invalidité prolongée de la Société, par versements directs réguliers

that would otherwise have been made from the employee's salary. In all cases, such regular deductions and regular remittances shall be in amounts sufficient to pay the total amount of the employee's contributions calculated under Section 12(6) at the latest by the date on which the employee's immediate pension shall commence as defined in Section 7(1)(d). If an employee who has chosen to pay in installments ceases to be employed by the Corporation in a pensionable position for any reason other than death, any unpaid principal amount may be paid in a lump sum, or if the employee requests the Corporation in writing to cancel any unpaid balance and reduce the amount of elective service covered by the election to which the payments relate, the said amount of elective service shall thereupon be reduced in the ratio that the value of future installments bears to the value of both past and future installments. Such values shall be determined by the Corporation's actuary.

Notwithstanding the foregoing, an employee making an election under this Section 12 with respect to a period of elective service during which the employee contributed to Part I before January 1, 1992, and in respect of which the employee elected a transfer of pension benefit credits pursuant to Section 11, must pay the total amount of the appropriate contributions calculated under Section 12(6)(b) through a direct transfer from the employee's Registered Retirement Savings Plan or a previous employer's Registered Pension Plan or Deferred Profit Sharing Plan.

(c) Return of Contributions

For purposes of computing accumulated employee contributions, the contributions made by an employee under this Section 12 shall be attributed to the years of elective service to which they pertain. Interest shall be calculated from the date of payment.

(d) Cessation of Installments by Reason of Death

If an employee paying contributions under this Section 12 by installments ceases to contribute to Part I by reason of such employee's death, all outstanding installments shall be deemed, for all purposes other than a return of contributions, if any, to have been paid in full, and pension benefits under Part I shall be computed accordingly.

équivalant aux retenues qui auraient été autrement effectuées sur son salaire. Dans tous les cas, ces retenues ou ces versements réguliers sont d'un montant suffisant pour payer le total des cotisations salariales calculées en vertu de l'article 12(6) au plus tard à la date à laquelle la pension immédiate doit commencer à être versée à l'employé conformément à l'article 7(1)d). Si un employé payant par versement cesse d'occuper un poste ouvrant droit à pension à la Société pour une raison autre que le décès, il peut choisir de payer le montant principal impayé sous forme de somme forfaitaire ou, si l'employé demande par écrit à la Société d'annuler le solde et de réduire le montant du service-option régi par l'option pour laquelle il effectue des versements, ledit montant du service-option est réduit dans la mesure où la valeur des versements futurs correspond à celle des versements passés et futurs. Ces valeurs sont déterminées par l'actuaire de la Société.

Nonobstant ce qui précède, un employé qui exerce une option en vertu de cet article 12 à l'égard d'une période de service-option pendant laquelle l'employé a cotisé à la Partie 1 avant le 1^{er} janvier 1992, et pour laquelle il a choisi un transfert des droits à pension conformément à l'article 11, doit acquitter le montant total des cotisations calculées en vertu de l'article 12(6)b) au moyen d'un transfert direct en provenance du régime enregistré d'épargne-retraite de l'employé ou du régime de pension agréé ou régime de participation différée aux bénéfices d'un employeur précédent de l'employé.

c) Remboursement des cotisations

Pour les besoins du calcul des cotisations salariales accumulées, les cotisations versées par un employé au titre de cet article 12 sont attribuées aux années de service-option auxquelles elles correspondent. Les intérêts sont calculés à compter de la date du paiement.

d) Cessation des versements à la suite du décès

Si un employé qui paie par versements au titre de cet article 12 cesse de cotiser au présent régime de retraite par suite de son décès, tous les versements restants sont censés, à toutes fins sauf le remboursement de cotisations, le cas échéant, avoir été effectués intégralement et les prestations de retraite en vertu du présent régime sont calculées en conséquence.

(e) Interest Charges

The unpaid balance of any amount owed by an employee who is allowed to make installment payments pursuant to Section 12(7)(b) above shall bear interest from the date of the employee's election at the rate in effect at the time of such election as determined by the Corporation from time to time.

e) Intérêts

Le solde impayé du montant dû par l'employé qui est autorisé à faire des versements conformément à l'article 12(7)b ci-dessus porte intérêt à partir de la date à laquelle l'employé a exercé l'option, au taux en vigueur au moment de l'option, tel qu'il est déterminé par la Société.

(8) Limitations

(a) Notwithstanding any other provision of Part I, in respect of elective service rendered before January 1, 1990, the amount of immediate or deferred pension payable to the contributor for the contributor's lifetime under this Part I at retirement, disability retirement, termination of employment or termination of the Plan shall not exceed the greater of:

(i) \$1,150 and

(ii) two-thirds of the dollar maximum mentioned in Section 7(6)(b), as applicable from year to year

multiplied by his years of such elective service.

(b) Section 12(8)(a) does not apply where the elective service was previous contributory service with the Corporation.

(c) In respect of elective service rendered on or after January 1, 1990, the Pension Board will compute the relevant Past Service Pension Adjustment for certification with Canada Revenue Agency. Where such certification is obtained, the elective service will be granted, subject to the provisions of this Part I. Where such certification has not been granted by Canada Revenue Agency, such period of elective service will not be granted.

(8) Restrictions

a) Nonobstant toute autre disposition de la Partie I, pour le service-option rendu avant le 1er janvier 1990, le montant de la rente viagère immédiate ou différée à payer au cotisant conformément à cette Partie I au moment de la retraite, de la retraite pour invalidité, de la cessation d'emploi ou du régime n'excédera pas le montant le plus élevé de :

(i) 1 150 \$ et

(ii) les deux tiers du montant maximal mentionné dans l'article 7(6)b), tel qu'applicable d'une année à l'autre

multiplié par ses années de service-option.

b) L'article 12(8)a) ne s'applique pas lorsque le service-option était antérieurement un service cotisable rendu à la Société.

c) Pour le service-option rendu le ou après le 1er janvier 1990, le Conseil de fiducie de la Caisse de retraite calculera le facteur d'équivalence pour services passés pour attestation par l'Agence du revenu du Canada. Une fois l'attestation obtenue, le service pension sera accordé, sous réserve des dispositions de cette Partie I. Si l'attestation n'est pas accordée par l'Agence du revenu du Canada, la période de service-option ne sera pas accordée.

12A. ELECTIVE SERVICE UNITS I & IV

(1) Application

Section 12A shall apply to eligible employees covered by the collective agreement dated May 23, 1996 between the Corporation and the Canadian Media Guild hereinafter referred to as Unit I and to employees covered by the collective agreement dated June 22, 1996 between the Corporation and Communications, Energy and Paperworkers Union of Canada, Security hereinafter referred to as Unit IV.

12A. SERVICE-OPTION UNITÉS I & IV

(1) Champ d'application

L'article 12A s'applique aux employés admissibles visés par la convention collective intervenue le 23 mai 1996 entre la Société et la Guilde canadienne des médias, désignée ci-après l'Unité I, et aux employés visés par la convention collective intervenue le 22 juin 1996 entre la Société et le Syndicat canadien des communications, de l'énergie et du papier, Sécurité, désigné ci-après l'Unité IV.

Employees referred to in (2)(a)(i) and (2)(a)(ii) below will be considered eligible employees only if they opt to become an employee in accordance with Section 3(fb) and in the prescribed manner set out in the collective agreements referred to in this section.

Les employés visés aux alinéas (2)a(i) et (2)a(ii) ci-dessous seront considérés comme admissibles à condition d’opter pour le statut d’employé conformément à l’article 3fb) et selon les modalités prévues par les conventions collectives susmentionnées.

(2) Definitions

(2) Définitions

(a) “Eligible employees” means:

a) “Employés admissibles” désigne:

(i) contract employees (with the exception of Producers, Associate Producers, Announcers / Hosts / Anchors in Arts and Entertainment and Performance programs in Television and Announcers / Hosts / Anchors in Radio Comedy, Music and Drama programs, or as otherwise indicated in the collective agreement between the CBC and Unit I, as dated on May 23, 1996) who on that date had a period of continuous service with the Corporation.

(i) les employés contractuels (à l’exception des réalisateurs, des réalisateurs associés, des annonceurs, animateurs et présentateurs d’émissions de télévision en Arts, Divertissement et Spectacle et les annonceurs, animateurs et présentateurs d’émissions de radio en Comédie, Musique et Dramatique, ou toute autre catégorie désignée dans la convention collective conclue entre la SRC et l’Unité I le 23 mai 1996) qui, à cette date, comptaient une période de service continu à la Société.

(ii) all employees who on June 22, 1996 were contract employees as described in the collective agreement between the CBC and Unit IV.

(ii) les employés qui, le 22 juin 1996, étaient des employés contractuels conformément aux dispositions de la convention collective entre la SRC et l’Unité IV.

(b) “Elective service” means:

b) “Service-option” désigne :

a continuous period of service rendered in the employment of the Corporation during which eligible employees were not considered employees in accordance with Section 3(fb) because of the nature of their employment relationship with the Corporation. Any other period of elective service other than as described in this sub-section 2(b) of Section 12A shall be elected in accordance with the terms and conditions of Section 12.

une période de service continu à la Société au cours de laquelle les employés admissibles n’étaient pas considérés comme des employés conformément à l’article 3fb) en raison de la nature de leur relation d’emploi à la Société. Le choix de toute période de service-option autre que celle décrite à l’alinéa 2b) de l’article 12A doit s’exercer conformément aux conditions de l’article 12.

(c) “Actuarial value” means:

c) “Valeur actuarielle” désigne :

the value, determined by the Corporation’s actuaries, of the liability under the plan for each individual period of elective service of the eligible employee.

la valeur, établie par les actuaires de la Société, des engagements du régime à l’égard de chaque période de service-option de l’employé admissible.

(3) Purpose

(3) Objet

Through an election made by an employee on the terms and conditions of this Section 12A, that employee’s elective service or a portion thereof may be included as part of the employee’s current period of pensionable service.

Suivant le choix de l’employé quant aux conditions du présent article 12A, son service-option ou une partie de celui-ci peut être inclus dans la période courante de son service-pension.

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| <p>(4) Effect</p> <p>Except as provided below, the provisions of Section 12A apply only to elections made on or after July 1, 1996.</p> | <p>(4) Entrée en vigueur</p> <p>Sauf stipulation contraire ci-après, les dispositions du présent article 12A ne s'appliquent qu'aux options exercées à partir du 1er juillet 1996.</p> |
| <p>(5) Eligibility to Make an Election</p> <p>An employee may only make an election during a period of pensionable service as defined in Section 3(m) and must have rendered elective service in respect of which an election may be made under this section.</p> | <p>(5) Droit d'exercer une option</p> <p>Un employé ne peut exercer une option que pendant la période de service-pension définie à l'article 3m) et doit avoir accompli le service-option pour lequel il peut exercer une option en vertu du présent article.</p> |
| <p>(6) Contributions</p> <p>An employee shall make contributions equal to the actuarial value related to the elective service described in Section 12A(2)(b) at the time an election is made.</p> | <p>(6) Cotisations</p> <p>Un employé doit verser des cotisations équivalant à la valeur actuarielle du service-option désigné à l'article 12A(2)b) au moment d'exercer une option.</p> |
| <p>(7) Method of Payment</p> <p>(a) An employee making an election under this Section 12A may pay the total amount of the appropriate contributions calculated under Section 12A(6) in one lump sum at the time of making such election, or may pay the amount in installments with interest charges in accordance with Section 12A(7)(d) below through regular deductions from salary, or in the case of an employee who after making an election under this Section 12A is absent without pay or receives benefits under the Corporation's Long-Term Disability Plan, by direct regular remittances, equal to the deductions that would otherwise have been made from the employee's salary. In all cases, such regular deductions and regular remittances shall be in amounts sufficient to pay the total amount of the employee's contributions calculated under Section 12A(6) at the latest by the employee's normal retirement date. If an employee who has chosen to pay in installments ceases to be employed by the Corporation in a pensionable position for any reason other than death, any unpaid principal amount may be paid in a lump sum, or if the employee requests the Corporation in writing to cancel any unpaid balance and reduce the amount of elective service covered by the election to which the payments relate, the said amount of elective service shall thereupon be reduced in the ratio that the value of future installments bears to the value of both past and future installments. Such values shall be determined by the Corporation's actuary.</p> | <p>(7) Méthode de paiement</p> <p>a) L'employé qui exerce une option en vertu du présent article 12A peut choisir de payer le montant total des cotisations calculées en vertu de l'article 12A(6), sous forme d'une somme forfaitaire au moment où il exerce son option ou sous forme de versements périodiques avec intérêts, conformément à l'article 12A(7)d) ci-dessous, au moyen de retenues sur le salaire, ou dans le cas d'un employé qui, après avoir exercé une option en vertu de l'article 12A, est en congé sans salaire ou reçoit des prestations en vertu du régime d'invalidité prolongée de la Société, par versements directs réguliers équivalant aux retenues qui auraient été autrement effectuées sur son salaire. Dans tous les cas, ces retenues ou ces versements réguliers sont d'un montant suffisant pour payer le total des cotisations salariales calculées en vertu de l'article 12A(6) au plus tard à la date réglementaire de la retraite de l'employé. Si un employé payant par versement cesse d'occuper un poste ouvrant droit à pension à la Société pour une raison autre que le décès, il peut choisir de payer le montant principal impayé sous forme de somme forfaitaire ou, si l'employé demande par écrit à la Société d'annuler le solde et de réduire le montant du service-option régi par l'option pour laquelle il effectue des versements, ledit montant du service-option est réduit dans la mesure où la valeur des versements futurs correspond à celle des versements passés et futurs. Ces valeurs sont déterminées par l'actuaire de la Société.</p> |

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| <p>(b) Return of Contributions</p> <p>For purposes of computing accumulated employee contributions, the contributions made by an employee under this Section 12A shall be attributed to the years of elective service to which they pertain. Interest shall be calculated from the date of payment.</p> | <p>b) Remboursement des cotisations</p> <p>Pour les besoins du calcul des cotisations salariales accumulées, les cotisations versées par un employé au titre du présent article 12A sont attribuées aux années de service-option auxquelles elles correspondent. Les intérêts sont calculés à compter de la date du paiement.</p> |
| <p>(c) Cessation of Installments by Reason of Death</p> <p>If an employee paying contributions under this Section 12A by installments ceases to contribute to Part I by reason of such employee's death, all outstanding installments shall be deemed, for all purposes other than a return of contributions, if any, to have been paid in full, and pension benefits under Part I shall be computed accordingly.</p> | <p>c) Cessation des versements à la suite du décès</p> <p>Si un employé qui paie par versements en vertu du présent article 12A cesse de cotiser au présent régime de retraite, Partie I par suite de son décès, tous les versements restants sont censés, à toutes fins sauf le remboursement de cotisations, le cas échéant, avoir été effectués intégralement et les prestations de retraite en vertu du présent régime, Partie I sont calculées en conséquence.</p> |
| <p>(d) Interest Charges</p> <p>The unpaid balance of any amount owed by an employee who is allowed to make installment payments pursuant to Section 12A(7)(a) above shall bear interest from the date of the employee's election at the rate in effect at the time of such election as determined by the Corporation from time to time.</p> | <p>d) Intérêts</p> <p>Le solde impayé du montant dû par l'employé qui est autorisé à faire des versements conformément à l'article 12A(7)a ci-dessus porte intérêt à partir de la date à laquelle l'employé a exercé l'option, tel qu'il est déterminé par la Société.</p> |
| <p>(8) Limitations</p> <p>(a) Notwithstanding any other provision of Part I, in respect of elective service rendered before January 1, 1990, the amount of immediate or deferred pension payable to the contributor for the contributor's lifetime under Part I at retirement, disability retirement, termination of employment or termination of the Plan shall not exceed the greater of:</p> <p>(i) \$1,150 and</p> <p>(ii) two-thirds of the dollar maximum mentioned in Section 7(6)(b), as applicable from year to year</p> <p style="padding-left: 40px;">multiplied by his years of such elective service.</p> <p>(b) Section 12A(8)(a) does not apply where the elective service was previous contributory service with the Corporation.</p> | <p>(8) Restrictions</p> <p>a) Nonobstant toute autre disposition de la Partie I, pour le service-option accompli avant le 1er janvier 1990, lorsqu'un choix est exercé après la date d'entrée en vigueur de la présente modification, le montant de la rente viagère immédiate ou différée à payer au cotisant conformément à cette Partie I au moment de la retraite, de la retraite pour invalidité, ou de la cessation d'emploi ou du régime n'excédera pas le montant le plus élevé de :</p> <p>(i) 1 150 \$ et</p> <p>(ii) les deux tiers du montant maximal mentionné dans l'article 7(6)b), tel qu'applicable d'une année à l'autre</p> <p style="padding-left: 40px;">multiplié par ses années de service-option.</p> <p>b) L'article 12A(8)a ne s'applique pas lorsque le service-option était antérieurement un service cotisable accompli à la Société.</p> |

- (c) In respect of elective service rendered on or after January 1, 1990, the Pension Board will compute the relevant Past Service Pension Adjustment for certification with Revenue Canada. Where such certification is obtained, the elective service will be granted, subject to the provisions of this Part I. Where such certification has not been granted by Revenue Canada, such period of elective service will not be granted.

- c) Pour le service-option accompli le ou après le 1er janvier 1990, le Conseil de fiducie de la Caisse de retraite calculera le facteur d'équivalence pour services passés pour attestation par Revenu Canada. Une fois l'attestation obtenue, le service pension sera accordé, sous réserve des dispositions de la présente Partie I. Si l'attestation n'est pas accordée par Revenu Canada, la période de service-option ne sera pas accordée.

12B. ELECTIVE SERVICE FREELANCE CONTRACT

(1) Application

Section 12B shall apply to eligible employees who retire from the Corporation no later than June 30, 1998.

(2) Definitions

(a) "Eligible employees" means:

any employee who rendered a continuous period of service with the Corporation prior to June 30, 1998 and who was prevented from becoming a contributor by reason of the nature of the employment contract with the Corporation.

(b) "Elective service" means:

a continuous period of service exclusively rendered in the employment of the Corporation during which eligible employees were not considered employees in accordance with Section 3(fb) because of the nature of their employment relationship with the Corporation.

(c) "Actuarial value" means:

the value, determined by the Corporation's actuaries, of the liability under the plan for each individual period of elective service of the eligible employee.

(3) Purpose

Through an election made by an employee on the terms and conditions of this Section 12B, that employee's elective service or a portion thereof may be included as part of the employee's current period of pensionable service.

12B. SERVICE-OPTION DES PIGISTES

(1) Champ d'application

L'article 12B s'applique aux employés admissibles qui prendront leur retraite au plus tard le 30 juin 1998.

(2) Définitions

a) "Employés admissibles" s'entend :

de tout employé ayant travaillé de façon continue pour la Société avant le 30 juin 1998 et qui ne pouvait cotiser au Régime de retraite de Radio-Canada en raison de la nature contractuelle de son régime d'emploi.

b) "Service-option" s'entend :

d'une période de service continu accompli à titre exclusif pour le compte de la Société au cours de laquelle les employés admissibles n'étaient pas considérés comme des employés conformément à l'article 3fb), en raison de la nature de leur régime d'emploi à la Société.

c) "Valeur actuarielle" s'entend :

de la valeur, établie par les actuaires de la Société, des engagements du régime à l'égard de chaque période de service-option de l'employé admissible.

(3) Objet

Suivant le choix de l'employé quant aux stipulations du présent article 12B, son service-option ou une partie de celui-ci peut être inclus dans la période courante de son service-pension.

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| <p>(4) Effect</p> <p>Except as provided below, the provisions of Section 12B apply only to elections made on or after December 1, 1997 but no later than March 31, 1998.</p> | <p>(4) Entrée en vigueur</p> <p>Sauf stipulation contraire ci-après, les dispositions du présent article 12B ne s'appliquent qu'aux options exercées entre le 1er décembre 1997 et le 31 mars 1998, inclusivement.</p> |
| <p>(5) Eligibility to Make an Election</p> <p>An eligible employee may only make an election during a period of pensionable service as defined in Section 3(m) and must have rendered elective service in respect of which an election may be made under this section.</p> | <p>(5) Droit d'exercer une option</p> <p>Un employé ne peut exercer une option que pendant la période de service-pension définie à l'article 3m) et doit avoir accompli le service-option pour lequel il peut exercer une option en vertu du présent article.</p> |
| <p>(6) Contributions</p> <p>An eligible employee shall make contributions equal to the actuarial value related to the elective service described in Section 12B(2)(b) at the time an election is made.</p> | <p>(6) Cotisations</p> <p>Un employé doit verser des cotisations équivalant à la valeur actuarielle du service-option désigné à l'article 12B(2)b) au moment d'exercer une option.</p> |
| <p>(7) Method of Payment</p> <p>(a) An employee making an election under this Section 12B may pay the total amount of the appropriate contributions calculated under Section 12B(6) in one lump sum at the time of making such election, or may pay the amount in installments with interest charges in accordance with Section 12B(7)(d) below through regular deductions from salary, or in the case of an employee who after making an election under this Section 12B is absent without pay or receives benefits under the Corporation's Long-Term Disability Plan, by direct regular remittances, equal to the deductions that would otherwise have been made from the employee's salary. In all cases, such regular deductions and regular remittances shall be in amounts sufficient to pay the total amount of the employee's contributions calculated under Section 12B(6) at the latest by the employee's normal retirement date. If an employee who has chosen to pay in installments ceases to be employed by the Corporation in a pensionable position for any reason other than death, any unpaid principal amount may be paid in a lump sum, or if the employee requests the Corporation in writing to cancel any unpaid balance and reduce the amount of elective service covered by the election to which the payments relate, the said amount of elective service shall thereupon be reduced in the ratio that the value of future installments bears to the value of both past and future installments. Such values shall be determined by the Corporation's actuary.</p> | <p>(7) Méthode de paiement</p> <p>a) L'employé qui exerce une option en vertu du présent article 12B peut choisir de payer le montant total des cotisations calculées en vertu de l'article 12B(6), sous forme d'une somme forfaitaire au moment où il exerce son option ou sous forme de versements périodiques avec intérêts, conformément à l'article 12B(7)d) ci-dessous, au moyen de retenues sur le salaire, ou dans le cas d'un employé qui, après avoir exercé une option en vertu de l'article 12B, est en congé sans salaire ou reçoit des prestations en vertu du régime d'invalidité prolongée de la Société, par versements directs réguliers équivalant aux retenues qui auraient été autrement effectuées sur son salaire. Dans tous les cas, ces retenues ou ces versements réguliers sont d'un montant suffisant pour payer le total des cotisations salariales calculées en vertu de l'article 12B(6) au plus tard à la date réglementaire de la retraite de l'employé. Si un employé payant par versement cesse d'occuper un poste ouvrant droit à pension à la Société pour une raison autre que le décès, il peut choisir de payer le montant principal impayé sous forme de somme forfaitaire ou, si l'employé demande par écrit à la Société d'annuler le solde et de réduire le montant du service-option régi par l'option pour laquelle il effectue des versements, ledit montant du service-option est réduit dans la mesure où la valeur des versements futurs correspond à celle des versements passés et futurs. Ces valeurs sont déterminées par l'actuaire de la Société.</p> |

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| <p>(b) Return of Contributions</p> <p>For purposes of computing accumulated employee contributions, the contributions made by an employee under this Section 12B shall be attributed to the years of elective service to which they pertain. Interest shall be calculated from the date of payment.</p> | <p>b) Remboursement des cotisations</p> <p>Pour les besoins du calcul des cotisations salariales accumulées, les cotisations versées par un employé au titre du présent article 12B sont attribuées aux années de service-option auxquelles elles correspondent. Les intérêts sont calculés à compter de la date du paiement.</p> |
| <p>(c) Cessation of Installments by Reason of Death</p> <p>If an employee paying contributions under this Section 12B by installments ceases to contribute to Part I by reason of such employee's death, all outstanding installments shall be deemed, for all purposes other than a return of contributions, if any, to have been paid in full, and pension benefits under Part I shall be computed accordingly.</p> | <p>c) Cessation des versements à la suite du décès</p> <p>Si un employé qui paie par versements en vertu du présent article 12B cesse de cotiser au présent régime de retraite, Partie I par suite de son décès, tous les versements restants sont censés, à toutes fins sauf le remboursement de cotisations, le cas échéant, avoir été effectués intégralement et les prestations de retraite en vertu du présent régime, Partie I sont calculées en conséquence.</p> |
| <p>(d) Interest Charges</p> <p>The unpaid balance of any amount owed by an employee who is allowed to make installment payments pursuant to Section 12B(7)(a) above shall bear interest from the date of the employee's election at the rate in effect at the time of such election as determined by the Corporation from time to time.</p> | <p>d) Intérêts</p> <p>Le solde impayé du montant dû par l'employé qui est autorisé à faire des versements conformément à l'article 12B(7)a ci-dessus porte intérêt à partir de la date à laquelle l'employé a exercé l'option, tel qu'il est déterminé par la Société.</p> |
| <p>(8) Limitations</p> <p>(a) Notwithstanding any other provision of Part I, in respect of elective service rendered before January 1, 1990, the amount of immediate or deferred pension payable to the contributor for the contributor's lifetime under Part I at retirement, disability retirement, termination of employment or termination of the Plan shall not exceed the greater of:</p> <p style="margin-left: 40px;">(i) \$1,150 and</p> <p style="margin-left: 40px;">(ii) two-thirds of the dollar maximum mentioned in Section 7(6)(b), as applicable from year to year</p> <p style="margin-left: 80px;">multiplied by his years of such elective service.</p> <p>(b) Section 12B(8)(a) does not apply where the elective service was previous contributory service with the Corporation.</p> | <p>(8) Restrictions</p> <p>a) Nonobstant toute autre disposition de la Partie I, pour le service-option accompli avant le 1er janvier 1990, lorsqu'un choix est exercé après la date d'entrée en vigueur de la présente modification, le montant de la rente viagère immédiate ou différée à payer au cotisant conformément à cette Partie I au moment de la retraite, de la retraite pour invalidité, ou de la cessation d'emploi ou du régime n'excédera pas le montant le plus élevé de :</p> <p style="margin-left: 40px;">(i) 1 150 \$ et</p> <p style="margin-left: 40px;">(ii) les deux tiers du montant maximal mentionné dans l'article 7(6)b), tel qu'applicable d'une année à l'autre</p> <p style="margin-left: 80px;">multiplié par ses années de service-option.</p> <p>b) L'article 12B(8)a) ne s'applique pas lorsque le service-option était antérieurement un service cotisable accompli à la Société.</p> |

- (c) In respect of elective service rendered on or after January 1, 1990, the Pension Board will compute the relevant Past Service Pension Adjustment for certification with Revenue Canada. Where such certification is obtained, the elective service will be granted, subject to the provisions of this Part I. Where such certification has not been granted by Revenue Canada, such period of elective service will not be granted.

- c) Pour le service-option accompli le ou après le 1er janvier 1990, le Conseil de fiducie de la Caisse de retraite calculera le facteur d'équivalence pour services passés pour attestation par Revenu Canada. Une fois l'attestation obtenue, le service pension sera accordé, sous réserve des dispositions de la présente Partie I. Si l'attestation n'est pas accordée par Revenu Canada, la période de service-option ne sera pas accordée.

12C. ELECTIVE SERVICE UNIT I (FRENCH)

(1) Application

Section 12C shall apply to eligible employees covered by the collective agreement dated June 22, 1998 between the Corporation and the "Syndicat des Communications de Radio-Canada" hereinafter referred to as Unit I (French).

Employees referred to in (2)(a) below will be considered eligible employees only if they opt to become an employee in accordance with Section 3(fb) and in the prescribed manner set out in the collective agreements referred to in this section.

(2) Definitions

(a) "Eligible employees" means:

Journalists and Researchers, including Hosts, who work or have been working for a period of continuous service for the Corporation's News or Current Affairs Programs, as described in the collective agreement.

(b) "Elective service" means:

a continuous period of service rendered in the employment of the Corporation during which eligible employees were not considered employees in accordance with Section 3(fb) because of the nature of their employment relationship with the Corporation. Any other period of elective service other than as described in this sub-section 2(b) of Section 12C shall be elected in accordance with the terms and conditions of Section 12.

(c) "Actuarial value" means:

the value, determined by the Corporation's actuaries, of the liability under the plan for each individual period of elective service of the eligible employee.

12C. SERVICE-OPTION UNITÉ I (FRANÇAIS)

(1) Champ d'application

L'article 12C s'applique aux employés admissibles visés par la convention collective intervenue le 22 juin 1998 entre la Société et le Syndicat des Communications de Radio-Canada, désigné ci-après l'Unité I (Français).

Les employés visés aux alinéas (2)a ci-dessous seront considérés comme admissibles à condition d'opter pour le statut d'employé conformément à l'article 3fb) et selon les modalités prévues par les conventions collectives susmentionnées.

(2) Définitions

a) "Employés admissibles" désigne :

les journalistes et chercheurs, incluant les animateurs, qui travaillent ou ont travaillé de façon continue pour les émissions de nouvelles ou d'actualités de la Société, conformément aux dispositions désignées dans la convention collective.

b) "Service-option" désigne :

une période de service continu à la Société au cours de laquelle les employés admissibles n'étaient pas considérés comme des employés conformément à l'article 3fb) en raison de la nature de leur relation d'emploi à la Société. Le choix de toute période de service-option autre que celle décrite à l'alinéa 2b) de l'article 12C doit s'exercer conformément aux conditions de l'article 12.

c) "Valeur actuarielle" désigne :

la valeur, établie par les actuaires de la Société, des engagements du régime à l'égard de chaque période de service-option de l'employé admissible.

<p>(3) Purpose</p> <p>Through an election made by an employee on the terms and conditions of this Section 12C, that employee's elective service or a portion thereof may be included as part of the employee's current period of pensionable service.</p>	<p>(3) Objet</p> <p>Suivant le choix de l'employé quant aux conditions du présent article 12C, son service-option ou une partie de celui-ci peut être inclus dans la période courante de son service-pension.</p>
<p>(4) Effect</p> <p>Except as provided below, the provisions of Section 12C apply only to elections made on or after October 1, 1998.</p>	<p>(4) Entrée en vigueur</p> <p>Sauf stipulation contraire ci-après, les dispositions du présent article 12C ne s'appliquent qu'aux options exercées à partir du 1er octobre 1998.</p>
<p>(5) Eligibility to Make an Election</p> <p>An employee may only make an election during a period of pensionable service as defined in Section 3(m) and must have rendered elective service in respect of which an election may be made under this section.</p>	<p>(5) Droit d'exercer une option</p> <p>Un employé ne peut exercer une option que pendant la période de service-pension définie à l'article 3m) et doit avoir accompli le service-option pour lequel il peut exercer une option en vertu du présent article.</p>
<p>(6) Contributions</p> <p>An employee shall make contributions equal to the actuarial value related to the elective service described in Section 12C(2)(b) at the time an election is made.</p>	<p>(6) Cotisations</p> <p>Un employé doit verser des cotisations équivalant à la valeur actuarielle du service-option désigné à l'article 12C(2)b) au moment d'exercer une option.</p>
<p>(7) Method of Payment</p> <p>(a) An employee making an election under this Section 12C may pay the total amount of the appropriate contributions calculated under Section 12C(6) in one lump sum at the time of making such election, or may pay the amount in installments with interest charges in accordance with Section 12C(7)(d) below through regular deductions from salary, or in the case of an employee who after making an election under this Section 12C is absent without pay or receives benefits under the Corporation's Long-Term Disability Plan, by direct regular remittances, equal to the deductions that would otherwise have been made from the employee's salary.</p> <p>In all cases, such regular deductions and regular remittances shall be in amounts sufficient to pay the total amount of the employee's contributions calculated under Section 12C(6) at the latest by the employee's normal retirement date. If an employee who has chosen to pay in installments ceases to be employed by the Corporation in a pensionable position for any reason other than death, any unpaid principal amount may be paid in a lump sum, or if the employee requests the Corporation in writing to cancel any unpaid balance and reduce the amount of elective service</p>	<p>(7) Méthode de paiement</p> <p>a) L'employé qui exerce une option en vertu du présent article 12C peut choisir de payer le montant total des cotisations calculées en vertu de l'article 12C(6), sous forme d'une somme forfaitaire au moment où il exerce son option ou sous forme de versements périodiques avec intérêts, conformément à l'article 12C(7)d) cidessous, au moyen de retenues sur le salaire, ou dans le cas d'un employé qui, après avoir exercé une option en vertu de l'article 12C, est en congé sans salaire ou reçoit des prestations en vertu du régime d'invalidité prolongée de la Société, par versements directs réguliers équivalant aux retenues qui auraient été autrement effectuées sur son salaire. Dans tous les cas, ces retenues ou ces versements réguliers sont d'un montant suffisant pour payer le total des cotisations salariales calculées en vertu de l'article 12C(6) au plus tard à la date réglementaire de la retraite de l'employé. Si un employé payant par versement cesse d'occuper un poste ouvrant droit à pension à la Société pour une raison autre que le décès, il peut choisir de payer le montant principal impayé sous forme de somme forfaitaire ou, si l'employé demande par écrit à la Société d'annuler le solde et de réduire le montant du service-option régi par l'option pour laquelle il effectue des</p>

covered by the election to which the payments relate, the said amount of elective service shall thereupon be reduced in the ratio that the value of future installments bears to the value of both past and future installments. Such values shall be determined by the Corporation's actuary.

versements, ledit montant du service-option est réduit dans la mesure où la valeur des versements futurs correspond à celle des versements passés et futurs. Ces valeurs sont déterminées par l'actuaire de la Société.

(b) Return of Contributions

For purposes of computing accumulated employee contributions, the contributions made by an employee under this Section 12C shall be attributed to the years of elective service to which they pertain. Interest shall be calculated from the date of payment.

b) Remboursement des cotisations

Pour les besoins du calcul des cotisations salariales accumulées, les cotisations versées par un employé au titre du présent article 12C sont attribuées aux années de service-option auxquelles elles correspondent. Les intérêts sont calculés à compter de la date du paiement.

(c) Cessation of Installments by Reason of Death

If an employee paying contributions under this Section 12C by installments ceases to contribute to Part I by reason of such employee's death, all outstanding installments shall be deemed, for all purposes other than a return of contributions, if any, to have been paid in full, and pension benefits under Part I shall be computed accordingly.

c) Cessation des versements à la suite du décès

Si un employé qui paie par versements en vertu du présent article 12C cesse de cotiser au présent régime de retraite, Partie I par suite de son décès, tous les versements restants sont censés, à toutes fins sauf le remboursement de cotisations, le cas échéant, avoir été effectués intégralement et les prestations de retraite en vertu du présent régime, Partie I sont calculées en conséquence.

(d) Interest Charges

The unpaid balance of any amount owed by an employee who is allowed to make installment payments pursuant to Section 12C(7)(a) above shall bear interest from the date of the employee's election at the rate in effect at the time of such election as determined by the Corporation from time to time.

d) Intérêts

Le solde impayé du montant dû par l'employé qui est autorisé à faire des versements conformément à l'article 12C(7)a ci-dessus porte intérêt à partir de la date à laquelle l'employé a exercé l'option, tel qu'il est déterminé par la Société.

(8) Limitations

(a) Notwithstanding any other provision of Part I, in respect of elective service rendered before January 1, 1990, the amount of immediate or deferred pension payable to the contributor for the contributor's lifetime under Part I at retirement, disability retirement, termination of employment or termination of the Plan shall not exceed the greater of:

- (i) \$1,150 and
- (ii) two-thirds of the dollar maximum mentioned in Section 7(6)(b), as applicable from year to year

multiplied by his years of such elective service.

(8) Restrictions

a) Nonobstant toute autre disposition de la Partie I, pour le service-option accompli avant le 1er janvier 1990, lorsqu'un choix est exercé après la date d'entrée en vigueur de la présente modification, le montant de la rente viagère immédiate ou différée à payer au cotisant conformément à cette Partie I au moment de la retraite, de la retraite pour invalidité, ou de la cessation d'emploi ou du régime n'excédera pas le montant le plus élevé de :

- (i) 1 150 \$ et
- (ii) les deux tiers du montant maximal mentionné dans l'article 7(6)b), tel qu'applicable d'une année à l'autre

multiplié par ses années

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- (b) Section 12C(8)(a) does not apply where the elective service was previous contributory service with the Corporation.
- (c) In respect of elective service rendered on or after January 1, 1990, the Pension Board will compute the relevant Past Service Pension Adjustment for certification with Revenue Canada. Where such certification is obtained, the elective service will be granted, subject to the provisions of this Part I. Where such certification has not been granted by Revenue Canada, such period of elective service will not be granted.

- b) L'article 12C(8)a ne s'applique pas lorsque le service-option était antérieurement un service cotisable accompli à la Société.
- c) Pour le service-option accompli le ou après le 1er janvier 1990, le Conseil de fiducie de la Caisse de retraite calculera le facteur d'équivalence pour services passés pour attestation par Revenu Canada. Une fois l'attestation obtenue, le service pension sera accordé, sous réserve des dispositions de la présente Partie I. Si l'attestation n'est pas accordée par Revenu Canada, la période de service-option ne sera pas accordée.

12D. ELECTIVE SERVICE UNITS I & II (English)

12D. SERVICE-OPTION UNITÉS I & II (dossier anglais)

(1) Application

Section 12D shall apply to eligible employees covered by the collective agreement dated September 22, 1998 between the Corporation and the Canadian Media Guild hereinafter referred to as Unit I (English) and to eligible employees covered by the collective agreement dated June 1, 1998 between the Corporation and Communications, Energy and Paperworkers Union of Canada, hereinafter referred to as Unit II (English).

Employees referred to in (2)(a) below will be considered eligible employees only if they opt to become an employee in accordance with Section 3(fb) and in the prescribed manner set out in the collective agreements referred to in this section.

(2) Definitions

(a) "Eligible employees" means:

- (i) contract employees (with the exception of Producers, Associate Producers, Announcers / Hosts / Anchors in Radio Comedy, Music and Drama programs, or as otherwise indicated in the collective agreement between the CBC and Unit I, as dated on September 22, 1998, who on that date had a period of continuous service with the Corporation of more than two years.
- (ii) Notwithstanding anything to the contrary, any Unit II (English) employee who was on leave without payment of salary due to a strike during the month of March 1999.

(1) Champ d'application

L'article 12D s'applique aux employés admissibles visés par la convention collective intervenue le 22 septembre 1998 entre la Société et la Guilde canadienne des médias, désignée ci-après l'Unité I (dossier anglais) et aux employés admissibles visés par la convention collective intervenue le 1er juin 1998 entre la Société et le Syndicat canadien des communications, de l'énergie et du papier, désigné ci-après l'Unité II (dossier anglais).

Les employés visés aux alinéas (2)a ci-dessous seront considérés comme admissibles à condition d'opter pour le statut d'employé conformément à l'article 3fb) et selon les modalités prévues par les conventions collectives susmentionnées.

(2) Définitions

a) "Employés admissibles" désigne:

- (i) les employés contractuels (à l'exception des réalisateurs, réalisateurs associés, annonceurs / animateurs / présentateurs d'émissions de radio en comédie, musique et dramatique, ou toute autre catégorie désignée dans la convention collective conclue entre la Société Radio-Canada et l'Unité I le 22 septembre 1998) qui, à cette date, comptaient une période de service continu à la Société de plus de deux ans.
- (ii) Nonobstant toute disposition contraire, tout employé de l'Unité II (dossier anglais) qui était en congé non payé pendant la grève survenue au cours du mois de mars 1999.

<p>(b) "Elective service" means:</p> <p>(i) a continuous period of service rendered in the employment of the Corporation during which eligible employees were not considered employees in accordance with Section 3(fb) because of the nature of their employment relationship with the Corporation. Any other period of elective service other than as described in this sub-section 2(b) of Section 12D shall be elected in accordance with the terms and conditions of Section 12.</p> <p>(ii) the month of March 1999 during which Unit II (English) eligible employees were on leave without payment of salary due to a strike.</p> <p>(c) "Actuarial value" means: the value, determined by the Corporation's actuaries, of the liability under the plan for each individual period of elective service of the eligible employee.</p>	<p>b) "Service-option" désigne :</p> <p>(i) une période de service continu à la Société au cours de laquelle les employés admissibles n'étaient pas considérés comme des employés conformément à l'article 3fb) en raison de la nature de leur relation d'emploi à la Société. Le choix de toute période de service-option autre que celle décrite à l'alinéa 2b) de l'article 12D doit s'exercer conformément aux conditions de l'article 12.</p> <p>(ii) Le mois de mars 1999 au cours duquel les employés admissibles de l'Unité II (dossier anglais) étaient en congé non payé en raison de la grève.</p> <p>c) "Valeur actuarielle" désigne : la valeur, établie par les actuaires de la Société, des engagements du régime à l'égard de chaque période de service-option de l'employé admissible.</p>
<p>(3) Purpose</p> <p>Through an election made by an employee on the terms and conditions of this Section 12D, that employee's elective service or a portion thereof may be included as part of the employee's current period of pensionable service.</p>	<p>(3) Objet</p> <p>Suivant le choix de l'employé quant aux conditions du présent article 12D, son service-option ou une partie de celui-ci peut être inclus dans la période courante de son service-pension.</p>
<p>(4) Effect</p> <p>Except as provided below, the provisions of Section 12D apply only to elections made on or after May 1, 1999.</p>	<p>(4) Entrée en vigueur</p> <p>Sauf stipulation contraire ci-après, les dispositions du présent article 12D ne s'appliquent qu'aux options exercées à partir du 1er mai 1999.</p>
<p>(5) Eligibility to Make an Election</p> <p>An employee may only make an election during a period of pensionable service as defined in Section 3(m) and must have rendered elective service in respect of which an election may be made under this section.</p>	<p>(5) Droit d'exercer une option</p> <p>Un employé ne peut exercer une option que pendant la période de service-pension définie à l'article 3m) et doit avoir accompli le service-option pour lequel il peut exercer une option en vertu du présent article.</p>
<p>(6) Contributions</p> <p>An employee shall make contributions equal to the actuarial value related to the elective service described in Section 12D(2)(b) at the time an election is made.</p>	<p>(6) Cotisations</p> <p>Un employé doit verser des cotisations équivalant à la valeur actuarielle du service-option désigné à l'article 12D(2)b) au moment d'exercer une option.</p>
<p>(7) Method of Payment</p> <p>(a) An employee making an election under this Section 12D may pay the total</p>	<p>(7) Méthode de paiement</p> <p>a) L'employé qui exerce une option en vertu du présent article 12D peut choisir de payer le montant total des cotisations</p>

amount of the appropriate contributions calculated under Section 12D(6) in one lump sum at the time of making such election, or may pay the amount in installments with interest charges in accordance with Section 12D(7)(d) below through regular deductions from salary, or in the case of an employee who after making an election under this Section 12D is absent without pay or receives benefits under the Corporation's Long-Term Disability Plan, by direct regular remittances, equal to the deductions that would otherwise have been made from the employee's salary. In all cases, such regular deductions and regular remittances shall be in amounts sufficient to pay the total amount of the employee's contributions calculated under Section 12D(6) at the latest by the employee's normal retirement date. If an employee who has chosen to pay in installments ceases to be employed by the Corporation in a pensionable position for any reason other than death, any unpaid principal amount may be paid in a lump sum, or if the employee requests the Corporation in writing to cancel any unpaid balance and reduce the amount of elective service covered by the election to which the payments relate, the said amount of elective service shall thereupon be reduced in the ratio that the value of future installments bears to the value of both past and future installments. Such values shall be determined by the Corporation's actuary.

(b) Return of Contributions

For purposes of computing accumulated employee contributions, the contributions made by an employee under this Section 12D shall be attributed to the years of elective service to which they pertain. Interest shall be calculated from the date of payment.

(c) Cessation of Installments by Reason of Death

If an employee paying contributions under this Section 12D by installments ceases to contribute to Part I by reason of such employee's death, all outstanding installments shall be deemed, for all purposes other than a return of contributions, if any, to have been paid in full, and pension benefits under Part I shall be computed accordingly.

calculées en vertu de l'article 12D(6), sous forme d'une somme forfaitaire au moment où il exerce son option ou sous forme de versements périodiques avec intérêts, conformément à l'article 12D(7)d ci-dessous, au moyen de retenues sur le salaire, ou dans le cas d'un employé qui, après avoir exercé une option en vertu de l'article 12D, est en congé sans salaire ou reçoit des prestations en vertu du régime d'invalidité prolongée de la Société, par versements directs réguliers équivalant aux retenues qui auraient été autrement effectuées sur son salaire. Dans tous les cas, ces retenues ou ces versements réguliers sont d'un montant suffisant pour payer le total des cotisations salariales calculées en vertu de l'article 12D(6) au plus tard à la date réglementaire de la retraite de l'employé. Si un employé payant par versement cesse d'occuper un poste ouvrant droit à pension à la Société pour une raison autre que le décès, il peut choisir de payer le montant principal impayé sous forme de somme forfaitaire ou, si l'employé demande par écrit à la Société d'annuler le solde et de réduire le montant du service-option régi par l'option pour laquelle il effectue des versements, ledit montant du service-option est réduit dans la mesure où la valeur des versements futurs correspond à celle des versements passés et futurs. Ces valeurs sont déterminées par l'actuaire de la Société.

b) Remboursement des cotisations

Pour les besoins du calcul des cotisations salariales accumulées, les cotisations versées par un employé au titre du présent article 12D sont attribuées aux années de service-option auxquelles elles correspondent. Les intérêts sont calculés à compter de la date du paiement.

c) Cessation des versements à la suite du décès

Si un employé qui paie par versements en vertu du présent article 12D cesse de cotiser au présent régime de retraite, Partie I par suite de son décès, tous les versements restants sont censés, à toutes fins sauf le remboursement de cotisations, le cas échéant, avoir été effectués intégralement et les prestations de retraite en vertu du présent régime, Partie I sont calculées en conséquence.

(d) Interest Charges

The unpaid balance of any amount owed by an employee who is allowed to make installment payments pursuant to Section 12D(7)(a) above shall bear interest from the date of the employee's election at the rate in effect at the time of such election as determined by the Corporation from time to time.

d) Intérêts

Le solde impayé du montant dû par l'employé qui est autorisé à faire des versements conformément à l'article 12D(7)a ci-dessus porte intérêt à partir de la date à laquelle l'employé a exercé l'option, tel qu'il est déterminé par la Société.

(8) Limitations

(a) Notwithstanding any other provision of Part I, in respect of elective service rendered before January 1, 1990, the amount of immediate or deferred pension payable to the contributor for the contributor's lifetime under Part I at retirement, disability retirement, termination of employment or termination of the Plan shall not exceed the greater of:

- (i) \$1,150 and
- (ii) two-thirds of the dollar maximum mentioned in Section 7(6)(b), as applicable from year to year

multiplied by his years of such elective service.

(b) Section 12D(8)(a) does not apply where the elective service was previous contributory service with the Corporation.

(c) In respect of elective service rendered on or after January 1, 1990, the Pension Board will compute the relevant Past Service Pension Adjustment for certification with Revenue Canada. Where such certification is obtained, the elective service will be granted, subject to the provisions of this Part I. Where such certification has not been granted by Revenue Canada, such period of elective service will not be granted.

(8) Restrictions

a) Nonobstant toute autre disposition de la Partie I, pour le service-option accompli avant le 1er janvier 1990, lorsqu'un choix est exercé après la date d'entrée en vigueur de la présente modification, le montant de la rente viagère immédiate ou différée à payer au cotisant conformément à cette Partie I au moment de la retraite, de la retraite pour invalidité, ou de la cessation d'emploi ou du régime n'excédera pas le montant le plus élevé de :

- (i) 1 150 \$ et
- (ii) les deux tiers du montant maximal mentionné dans l'article 7(6)b), tel qu'applicable d'une année à l'autre

multiplié par ses années de service-option.

b) L'article 12D(8)a) ne s'applique pas lorsque le service-option était antérieurement un service cotisable accompli à la Société.

c) Pour le service-option accompli le ou après le 1er janvier 1990, le Conseil de fiducie de la Caisse de retraite calculera le facteur d'équivalence pour services passés pour attestation par Revenu Canada. Une fois l'attestation obtenue, le service pension sera accordé, sous réserve des dispositions de la présente Partie I. Si l'attestation n'est pas accordée par Revenu Canada, la période de service-option ne sera pas accordée.

12E. ELECTIVE SERVICE UNIT II (FRENCH)

(1) Application

Section 12E shall apply to eligible employees covered by the collective agreement dated February 4, 2000 between the Corporation and the "Syndicat des techniciens et artisans du réseau français" hereinafter referred to as Unit II (French)

12E. SERVICE-OPTION - UNITÉ II (DOSSIER FRANÇAIS)

(1) Champ d'application

L'article 12E s'applique aux employés admissibles visés par la convention collective intervenue le 4 février 2000 entre la Société et le Syndicat des techniciens et artisans de réseau français désignée ci-après l'Unité II (dossier français).

<p>(2) Definitions</p> <p>(a) "Eligible employees" means:</p> <p style="padding-left: 20px;">(i) Notwithstanding anything to the contrary, any Unit II (French) employee who was on leave without payment of salary due to a strike during the month of January 2000.</p> <p>(b) "Elective service" means:</p> <p style="padding-left: 20px;">(i) the month of January 2000 during which Unit II (French) eligible employees were on leave without payment of salary due to a strike.</p> <p>(c) "Actuarial value" means:</p> <p style="padding-left: 20px;">the value, determined by the Corporation's actuaries, of the liability under the plan for each individual period of elective service of the eligible employee.</p> <p>(3) Purpose</p> <p>Through an election made by an employee on the terms and conditions of this Section 12E, that the employee's elective service or a portion thereof may be included as part of the employee's current period of pensionable service.</p> <p>(4) Effect</p> <p>Except as provided below, the provisions of Section 12E apply only to elections made on or after February 4, 2000.</p> <p>(5) Eligibility to Make an Election</p> <p>An employee may only make an election during a period of pensionable service as defined in Section 3(m) and must have rendered elective service in respect of which an election may be made under this section.</p> <p>(6) Contributions</p> <p>An employee shall make contributions equal to the actuarial value related to the elective service described in Section 12E(2)(b) at the time an election is made.</p> <p>(7) Method of Payment</p> <p>(a) An employee making an election under this Section 12E may pay the total amount of the appropriate contributions calculated under Section 12E(6) in one lump sum at the time of making such election, or may pay the amount in</p>	<p>(2) Définitions</p> <p>a) « Employés admissibles » désigne :</p> <p style="padding-left: 20px;">(i) nonobstant toute disposition contraire, tout employé de l'Unité II (dossier français) qui était en congé non payé pendant la grève survenue au cours du mois de janvier 2000.</p> <p>b) « Service-option » désigne :</p> <p style="padding-left: 20px;">(i) le mois de janvier 2000 au cours duquel les employés admissibles de l'Unité II (dossier français) étaient en congé non payé en raison de la grève.</p> <p>c) « Valeur actuarielle » désigne :</p> <p style="padding-left: 20px;">la valeur, établie par les actuaires de la Société, des engagements du régime à l'égard de chaque période de service-option de l'employé admissible.</p> <p>(3) Objet</p> <p>Suivant le choix de l'employé quant aux conditions du présent article 12E, son service-option ou une partie de celui-ci peut être inclus dans la période courante de son service-pension.</p> <p>(4) Entrée en vigueur</p> <p>Sauf stipulation contraire ci-après, les dispositions du présent article 12E ne s'appliquent qu'aux options exercées à partir du 4 février 2000.</p> <p>(5) Droit d'exercer une option</p> <p>Un employé ne peut exercer une option que pendant la période de service-pension définie à l'article 3m) et doit avoir accompli le service-option pour lequel il peut exercer une option en vertu du présent article.</p> <p>(6) Cotisations</p> <p>Un employé doit verser des cotisations équivalant à la valeur actuarielle du service-option désigné à l'article 12E(2)b) au moment d'exercer une option.</p> <p>(7) Méthode de paiement</p> <p>a) L'employé qui exerce une option en vertu du présent article 12E peut choisir de payer le montant total des cotisations calculées en vertu de l'article 12E(6), sous forme d'une somme forfaitaire au moment où il exerce son option ou sous</p>
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installments with interest charges in accordance with Section 12E(7)(d) below through regular deductions from salary, or in the case of an employee who after making an election under this Section 12E is absent without pay or receives benefits under the Corporation's Long-Term Disability Plan, by direct regular remittances, equal to the deductions that would otherwise have been made from the employee's salary.

In all cases, such regular deductions and regular remittances shall be in amounts sufficient to pay the total amount of the employee's contributions calculated under Section 12E(6) at the latest by the employee's normal retirement date. If an employee who has chosen to pay in installments ceases to be employed by the Corporation in a pensionable position for any reason other than death, any unpaid principal amount may be paid in a lump sum, or if the employee requests the Corporation in writing to cancel any unpaid balance and reduce the amount of elective service covered by the election to which the payments relate, the said amount of elective service shall thereupon be reduced in the ratio that the value of future installments bears to the value of both past and future installments. Such values shall be determined by the Corporation's actuary.

(b) Return of Contributions

For purposes of computing accumulated employee contributions, the contributions made by an employee under this Section 12E shall be attributed to the years of elective service to which they pertain. Interest shall be calculated from the date of payment.

(c) Cessation of Installments by Reason of Death

If an employee paying contributions under this Section 12E by installments ceases to contribute to Part I by reason of such employee's death, all outstanding installments shall be deemed, for all purposes other than a return of contributions, if any, to have been paid in full, and pension benefits under Part I shall be computed accordingly.

(d) Interest Charges

The unpaid balance of any amount owed by an employee who is allowed to make installment payments pursuant to Section 12E(7)(a) above shall bear

forme de versements périodiques avec intérêts, conformément à l'article 12E(7)d cidessous, au moyen de retenues sur le salaire, ou dans le cas d'un employé qui, après avoir exercé une option en vertu de l'article 12E, est en congé sans salaire ou reçoit des prestations en vertu du régime d'invalidité prolongée de la Société, par versements directs réguliers équivalant aux retenues qui auraient été autrement effectuées sur son salaire.

Dans tous les cas, ces retenues ou ces versements réguliers sont d'un montant suffisant pour payer le total des cotisations salariales calculées en vertu de l'article 12E(6) au plus tard à la date réglementaire de la retraite de l'employé. Si un employé payant par versement cesse d'occuper un poste ouvrant droit à pension à la Société pour une raison autre que le décès, il peut choisir de payer le montant principal impayé sous forme de somme forfaitaire ou, si l'employé demande par écrit à la Société d'annuler le solde et de réduire le montant du service-option régi par l'option pour laquelle il effectue des versements, ledit montant du service-option est réduit dans la mesure où la valeur des versements futurs correspond à celle des versements passés et futurs. Ces valeurs sont déterminées par l'actuaire de la Société.

b) Remboursement des cotisations

Pour les besoins du calcul des cotisations salariales accumulées, les cotisations versées par un employé au titre du présent article 12E sont attribuées aux années de service-option auxquelles elles correspondent. Les intérêts sont calculés à compter de la date du paiement.

c) Cessation des versements à la suite du décès

Si un employé qui paie par versements en vertu du présent article 12E cesse de cotiser au présent régime de retraite, Partie I par suite de son décès, tous les versements restants sont censés, à toutes fins sauf le remboursement de cotisations, le cas échéant, avoir été effectués intégralement et les prestations de retraite en vertu du présent régime, Partie I sont calculées en conséquence.

d) Intérêts

Le solde impayé du montant dû par l'employé qui est autorisé à faire des versements conformément à l'article 12E(7)a ci-dessus porte intérêt à partir

interest from the date of the employee's election at the rate in effect at the time of such election as determined by the Corporation from time to time.

de la date à laquelle l'employé a exercé l'option, tel qu'il est déterminé par la Société.

(8) Limitations

In respect of elective service rendered on or after January 1, 1990, the Pension Board will compute the relevant Past Service Pension Adjustment for certification with Revenue Canada. Where such certification is obtained, the elective service will be granted, subject to the provisions of this Part I. Where such certification has not been granted by Revenue Canada, such period of elective service will not be granted.

(8) Restrictions

Pour le service-option accompli le ou après le 1er janvier 1990, le Conseil de fiducie de la Caisse de retraite calculera le facteur d'équivalence pour services passés pour attestation par Revenu Canada. Une fois l'attestation obtenue, le service-pension sera accordé, sous réserve des dispositions de la présente Partie I. Si l'attestation n'est pas accordée par Revenu Canada, la période de service-option ne sera pas accordée.

**12F. ELECTIVE SERVICE CONTRACT PRODUCERS
(UNIT IV - FRENCH)**

**12F. SERVICE-OPTION RÉALISATEURS CONTRACTUELS
(UNITÉ IV - FRANÇAIS)**

(1) Application

Section 12F shall apply to eligible employees covered by the collective agreement dated January 14, 2002 between the Corporation and the "Association des réalisateurs".

Contract employees referred to in (2)(a) below will be considered eligible employees provided they join the plan as per Section 4(1.2) and in the prescribed manner set out in the collective agreement referred to in this section.

(1) Champ d'application

L'article 12F s'applique aux employés admissibles visés par la convention collective intervenue le 14 janvier 2002 entre la Société et l'Association des réalisateurs.

Les employés contractuels visés à l'article (2)a ci-dessous seront considérés comme admissibles à condition d'adhérer au présent régime en vertu de l'article 4(1.2) et selon les modalités prévues par la convention collective susmentionnée.

(2) Definitions

(a) "Eligible employees" means:

Contract producers employed on a full-time basis by the Corporation, members of the "Association des réalisateurs", and who joined the plan in accordance with Section 4(1.2) and as per the terms of the collective agreement.

(b) "Elective service" means:

a continuous period of service rendered in the employment of the Corporation during which eligible employees were not considered employees for purposes of the plan because of the nature of their employment relationship with the Corporation, with the following exceptions: the 24 months in the period of the initial eligibility requirement, any period while employed on a part-time basis, any freelance service, any service while a member of SARDEC and any period of less than a month. Also, any period of continuous service rendered in the employment of the Corporation during which the employee may

(2) Définitions

a) "Employés admissibles" désigne :

les réalisateurs travaillant à temps plein pour la Société comme employés contractuels membres de l'Association des réalisateurs et qui ont adhéré au régime en vertu de l'article 4(1.2) et conformément aux dispositions désignées dans la convention collective.

b) "Service-option" désigne :

une période de service continu à la Société au cours de laquelle les employés admissibles n'étaient pas considérés comme des employés aux fins du présent régime en raison de la nature de leur relation d'emploi à la Société, à l'exception des périodes suivantes : la période de vingt-quatre mois d'admissibilité initiale, toute période d'emploi à temps partiel, tout service à titre de pigiste, de membre de SARDEC et toute période de moins d'un mois. De plus, toute période de service continue à la Société au cours de laquelle l'employé admissible peut cotiser au présent régime selon les modalités de

contribute to the plan in accordance with Section 4(1.2) and is not contributing is excluded from elective service.

l'article 4(1.2) et pour laquelle il n'a pas cotisé est exclue du service-option.

(c) "Actuarial value" means:

the value, determined by the Corporation's actuaries, of the liability under the plan for each individual period of elective service of the eligible employee.

c) "Valeur actuarielle" désigne :

la valeur, établie par les actuaires de la Société, des engagements du régime à l'égard de chaque période de service-option de l'employé admissible.

(3) Purpose

Through an election made by an employee on the terms and conditions of this Section 12F, that employee's elective service or a portion thereof may be included as part of the employee's current period of pensionable service.

(3) Objet

Suivant le choix de l'employé quant aux conditions du présent article 12F, son service-option ou une partie de celui-ci peut être inclus dans la période courante de son service-pension.

(4) Effect

Except as provided below, the provisions of Section 12F apply only to elections made on or after September 1, 2002.

(4) Entrée en vigueur

Sauf stipulation contraire ci-après, les dispositions du présent article 12F ne s'appliquent qu'aux options exercées à partir du 1er septembre 2002.

(5) Eligibility to Make and Election

An employee may only make an election during a period of pensionable service as defined in Section 3(m) and must have rendered elective service in respect of which an election may be made under this section.

(5) Droit d'exercer une option

Un employé ne peut exercer une option que pendant la période de service-pension définie à l'article 3(m) et doit avoir accompli le service-option pour lequel il peut exercer une option en vertu du présent article.

(6) Contributions

An employee shall make contributions equal to the actuarial value related to the elective service described in Section 12F(2)(b) at the time an election is made.

(6) Cotisations

Un employé doit verser des cotisations équivalant à la valeur actuarielle du service-option désigné à l'article 12F(2)(b) au moment d'exercer une option.

(7) Method of payment

(a) An employee making an election under this Section 12F may pay the total amount of the appropriate contributions calculated under Section 12F(6) in one lump sum at the time of making such election, or may pay the amount in installments with interest charges in accordance with Section 12F(7)(d) below through regular deductions from salary, or in the case of an employee who after making an election under this Section 12F is absent without pay or receives benefits under the Corporation's Long-Term Disability Plan, by direct regular remittances, equal to the deductions that would otherwise have been made from the employee's salary. In all cases, such regular deductions and regular remittances shall be in amounts sufficient to pay the total amount of the

(7) Méthode de paiement

a) L'employé qui exerce une option en vertu du présent article 12F peut choisir de payer le montant total des cotisations calculées en vertu de l'article 12F(6), sous forme d'une somme forfaitaire au moment où il exerce son option ou sous forme de versements périodiques avec intérêts, conformément à l'article 12F(7)(d) ci-dessous, au moyen de retenues sur le salaire, ou dans le cas d'un employé qui, après avoir exercé une option en vertu de l'article 12F, est en congé sans salaire ou reçoit des prestations en vertu du régime d'invalidité prolongée de la Société, par versements directs réguliers équivalant aux retenues qui auraient été autrement effectuées sur son salaire. Dans tous les cas, ces retenues ou ces versements réguliers sont d'un montant suffisant

employee's contributions calculated under Section 12F(6) at the latest by the employee's normal retirement date.

pour payer le total des cotisations salariales calculées en vertu de l'article 12F(6) au plus tard à la date réglementaire de la retraite de l'employé.

If an employee who has chosen to pay in installments ceases to be employed by the Corporation in a pensionable position for any reason other than death, any unpaid principal amount may be paid in a lump sum, or if the employee requests the Corporation in writing to cancel any unpaid balance and reduce the amount of elective service covered by the election to which the payments relate, the said amount of elective service shall thereupon be reduced in the ratio that the value of future installments bears to the value of both past and future installments. Such values shall be determined by the Corporation's actuary.

Si un employé payant par versement cesse d'occuper un poste ouvrant droit à pension à la Société pour une raison autre que le décès, il peut choisir de payer le montant principal impayé sous forme de somme forfaitaire ou, si l'employé demande par écrit à la Société d'annuler le solde et de réduire le montant du service-option régi par l'option pour laquelle il effectue des versements, ledit montant du service-option est réduit dans la mesure où la valeur des versements futurs correspond à celle des versements passés et futurs. Ces valeurs sont déterminées par l'actuaire de la Société.

(b) Return of Contributions

For purposes of computing accumulated employee contributions, the contributions made by an employee under this Section 12F shall be attributed to the years of elective service to which they pertain. Interest shall be calculated from the date of payment.

b) Remboursement des cotisations

Pour les besoins du calcul des cotisations salariales accumulées, les cotisations versées par un employé au titre du présent article 12F sont attribuées aux années de service-option auxquelles elles correspondent. Les intérêts sont calculés à compter de la date du paiement.

(c) Cessation of Installments by Reason of Death

If an employee paying contributions under this Section 12F by installments ceases to contribute to Part I by reason of such employee's death, all outstanding installments shall be deemed, for all purposes other than a return of contributions, if any, to have been paid in full, and pension benefits under Part I shall be computed accordingly.

c) Cessation des versements à la suite du décès

Si un employé qui paie par versements en vertu du présent article 12F cesse de cotiser au présent régime de retraite, Partie I par suite de son décès, tous les versements restants sont censés, à toutes fins sauf le remboursement de cotisations, le cas échéant, avoir été effectués intégralement et les prestations de retraite en vertu du présent régime, Partie I sont calculées en conséquence.

(d) Interest Charges

The unpaid balance of any amount owed by an employee who is allowed to make installment payments pursuant to Section 12F(7)(a) above shall bear interest from the date of the employee's election at the rate in effect at the time of such election as determined by the Corporation from time to time.

d) Intérêts

Le solde impayé du montant dû par l'employé qui est autorisé à faire des versements conformément à l'article 12F(7)a) ci-dessus porte intérêt à partir de la date à laquelle l'employé a exercé l'option, tel qu'il est déterminé par la Société.

(8) Limitations

(a) Notwithstanding any other provision of Part I, in respect of elective service rendered before January 1, 1990, the amount of immediate or deferred

8. Restrictions

a) Nonobstant toute autre disposition de la Partie I, pour le service-option accompli avant le 1er janvier 1990, le montant de la rente viagère immédiate ou différée à

pension payable to the contributor for the contributor's lifetime under Part I at retirement, disability retirement, termination of employment or termination of the Plan shall not exceed the greater of:

- (i) \$1,150 and
- (ii) two-thirds of the dollar maximum mentioned in Section 7(6)(b), as applicable from year to year

multiplied by his years of such elective service.

- (b) Section 12F(8)(a) does not apply where the elective service was previous contributory service with the Corporation.
- (c) In respect of elective service rendered on or after January 1, 1990, the Pension Board will compute the relevant Past Service Pension Adjustment for certification with Canada Customs and Revenue Agency. Where such certification is obtained, the elective service will be granted, subject to the provisions of this Part I. Where such certification has not been granted by Canada Customs and Revenue Agency, such period of elective service will not be granted.

payer au cotisant conformément à cette Partie I au moment de la retraite, de la retraite pour invalidité, ou de la cessation d'emploi ou du régime n'excédera pas le montant le plus élevé de :

- (i) 1 150 \$ et
- (ii) les deux tiers du montant maximal mentionné dans l'article 7(6)b), tel qu'applicable d'une année à l'autre

multiplié par ses années de service-option.

- b) L'article 12F(8)a) ne s'applique pas lorsque le service-option était antérieurement un service cotisable accompli à la Société.
- c) Pour le service-option accompli le ou après le 1er janvier 1990, le Conseil de fiducie de la Caisse de retraite calculera le facteur d'équivalence pour services passés pour attestation par l'Agence des douanes et du revenu du Canada. Une fois l'attestation obtenue, le service-pension sera accordé, sous réserve des dispositions de la présente Partie I. Si l'attestation n'est pas accordée par l'Agence des douanes et du revenu du Canada, la période de service-option ne sera pas accordée.

12G. ELECTIVE SERVICE PERMANENT PRODUCERS (UNIT IV - FRENCH)

(1) Application

Section 12G shall apply to eligible employees covered by the collective agreement dated January 14, 2002 between the Corporation and the "Association des réalisateurs".

Permanent employees referred to in (2)(a) below will be considered eligible employees only if they opt to become an employee in accordance with Section 3(fb) and in the prescribed manner set out in the collective agreement referred to in this section.

(2) Definitions

(a) "Eligible employees" means:

Producers employed on a full-time basis by the Corporation, who became permanent as per the terms of the collective agreement.

(b) "Elective service" means:

a continuous period of service rendered in the employment of the Corporation

12G. SERVICE - OPTION RÉALISATEURS PERMANENTISÉS (UNITÉ IV - FRANÇAIS)

(1) Champ d'application

L'article 12G s'applique aux employés admissibles visés par la convention collective intervenue le 14 janvier 2002 entre la Société et l'Association des réalisateurs.

Les employés permanentisés visés à l'article (2)a) ci-dessous seront considérés comme admissibles à condition d'opter pour le statut d'employé conformément à l'article 3fb) et selon les modalités prévues par la convention collective susmentionnée.

(2) Définitions

a) "Employés admissibles" désigne :

les réalisateurs travaillant à temps plein pour la Société et permanentisés conformément aux dispositions désignées dans la convention collective.

b) "Service-option" désigne :

une période de service continu à la Société au cours de laquelle les employés

during which eligible employees were not considered employees in accordance with Section 3(fb) because of the nature of their employment relationship with the Corporation, with the following exceptions: any period while employed on a part-time basis, any freelance service, any service while a member of SARDEC and any period of less than a month.

admissibles n'étaient pas considérés comme des employés conformément à l'article 3fb) en raison de la nature de leur relation d'emploi à la Société, à l'exception des périodes suivantes : toute période d'emploi à temps partiel, tout service à titre de pigiste, de membre de SARDEC et toute période de moins d'un mois.

(c) "Actuarial value" means:

the value, determined by the Corporation's actuaries, of the liability under the plan for each individual period of elective service of the eligible employee.

c) "Valeur actuarielle" désigne :

la valeur, établie par les actuaires de la Société, des engagements du régime à l'égard de chaque période de service-option de l'employé admissible.

(3) Purpose

Through an election made by an employee on the terms and conditions of this Section 12G, that employee's elective service or a portion thereof may be included as part of the employee's current period of pensionable service.

(3) Objet

Suivant le choix de l'employé quant aux conditions du présent article 12G, son service-option ou une partie de celui-ci peut être inclus dans la période courante de son service-pension.

(4) Effect

Except as provided below, the provisions of Section 12G apply only to elections made on or after April 1, 2005.

(4) Entrée en vigueur

Sauf stipulation contraire ci-après, les dispositions du présent article 12G ne s'appliquent qu'aux options exercées à partir du 1er avril 2005.

(5) Eligibility to Make an Election

An employee may only make an election during a period of pensionable service as defined in Section 3(m) and must have rendered elective service in respect of which an election may be made under this section.

(5) Droit d'exercer une option

Un employé ne peut exercer une option que pendant la période de service-pension définie à l'article 3m) et doit avoir accompli le service-option pour lequel il peut exercer une option en vertu du présent article.

(6) Contributions

An employee shall make contributions equal to the actuarial value related to the elective service described in Section 12G(2)(b) at the time an election is made.

(6) Cotisations

Un employé doit verser des cotisations équivalant à la valeur actuarielle du service-option désigné à l'article 12G(2)b) au moment d'exercer une option.

(7) Method of payment

(a) An employee making an election under this Section 12G may pay the total amount of the appropriate contributions calculated under Section 12G(6) in one lump sum at the time of making such election, or may pay the amount in installments with interest charges in accordance with Section 12G(7)(d) below through regular deductions from salary, or in the case of an employee who after making an election under this Section 12G is absent without pay or receives benefits under the Corporation's Long-Term Disability Plan, by direct regular

(7) Méthode de paiement

a) L'employé qui exerce une option en vertu du présent article 12G peut choisir de payer le montant total des cotisations calculées en vertu de l'article 12G(6), sous forme d'une somme forfaitaire au moment où il exerce son option ou sous forme de versements périodiques avec intérêts, conformément à l'article 12G(7)d) ci-dessous, au moyen de retenues sur le salaire, ou dans le cas d'un employé qui, après avoir exercé une option en vertu de l'article 12G, est en congé sans salaire ou reçoit des prestations en vertu du régime

remittances, equal to the deductions that would otherwise have been made from the employee's salary. In all cases, such regular deductions and regular remittances shall be in amounts sufficient to pay the total amount of the employee's contributions calculated under Section 12G(6) at the latest by the employee's normal retirement date.

If an employee who has chosen to pay in installments ceases to be employed by the Corporation in a pensionable position for any reason other than death, any unpaid principal amount may be paid in a lump sum, or if the employee requests the Corporation in writing to cancel any unpaid balance and reduce the amount of elective service covered by the election to which the payments relate, the said amount of elective service shall thereupon be reduced in the ratio that the value of future installments bears to the value of both past and future installments. Such values shall be determined by the Corporation's actuary.

(b) Return of Contributions

For purposes of computing accumulated employee contributions, the contributions made by an employee under this Section 12G shall be attributed to the years of elective service to which they pertain. Interest shall be calculated from the date of payment.

(c) Cessation of Installments by Reason of Death

If an employee paying contributions under this Section 12G by installments ceases to contribute to Part I by reason of such employee's death, all outstanding installments shall be deemed, for all purposes other than a return of contributions, if any, to have been paid in full, and pension benefits under Part I shall be computed accordingly.

(d) Interest Charges

The unpaid balance of any amount owed by an employee who is allowed to make installment payments pursuant to Section 12G(7)(a) above shall bear interest from the date of the employee's election at the rate in effect at the time of such election as determined by the Corporation from time to time.

d'ininvalidité prolongée de la Société, par versements directs réguliers équivalant aux retenues qui auraient été autrement effectuées sur son salaire. Dans tous les cas, ces retenues ou ces versements réguliers sont d'un montant suffisant pour payer le total des cotisations salariales calculées en vertu de l'article 12G(6) au plus tard à la date réglementaire de la retraite de l'employé.

Si un employé payant par versement cesse d'occuper un poste ouvrant droit à pension à la Société pour une raison autre que le décès, il peut choisir de payer le montant principal impayé sous forme de somme forfaitaire ou, si l'employé demande par écrit à la Société d'annuler le solde et de réduire le montant du service-option régi par l'option pour laquelle il effectue des versements, ledit montant du service-option est réduit dans la mesure où la valeur des versements futurs correspond à celle des versements passés et futurs. Ces valeurs sont déterminées par l'actuaire de la Société.

b) Remboursement des cotisations

Pour les besoins du calcul des cotisations salariales accumulées, les cotisations versées par un employé au titre du présent article 12G sont attribuées aux années de service-option auxquelles elles correspondent. Les intérêts sont calculés à compter de la date du paiement.

c) Cessation des versements à la suite du décès

Si un employé qui paie par versements en vertu du présent article 12G cesse de cotiser au présent régime de retraite, Partie I par suite de son décès, tous les versements restants sont censés, à toutes fins sauf le remboursement de cotisations, le cas échéant, avoir été effectués intégralement et les prestations de retraite en vertu du présent régime, Partie I sont calculées en conséquence.

d) Intérêts

Le solde impayé du montant dû par l'employé qui est autorisé à faire des versements conformément à l'article 12G(7)a ci-dessus porte intérêt à partir de la date à laquelle l'employé a exercé l'option, tel qu'il est déterminé par la Société.

(8) Limitations

- (a) Notwithstanding any other provision of Part I, in respect of elective service rendered before January 1, 1990, the amount of immediate or deferred pension payable to the contributor for the contributor's lifetime under Part I at retirement, disability retirement, termination of employment or termination of the Plan shall not exceed the greater of:
- (i) \$1,150 and
- (ii) two-thirds of the dollar maximum mentioned in Section 7(6)(b), as applicable from year to year
- multiplied by his years of such elective service.
- (b) Section 12G(8)(a) does not apply where the elective service was previous contributory service with the Corporation.
- (c) In respect of elective service rendered on or after January 1, 1990, the Pension Board will compute the relevant Past Service Pension Adjustment for certification with Canada Revenue Agency. Where such certification is obtained, the elective service will be granted, subject to the provisions of this Part I. Where such certification has not been granted by Canada Revenue Agency, such period of elective service will not be granted.

12H. ELECTIVE SERVICE "SYNDICAT DES COMMUNICATIONS" CONTRACT EMPLOYEES (UNIT I - FRENCH)

(1) Application

Section 12H shall apply to eligible employees covered by the collective agreement dated May 31, 2002 between the Corporation and the "Syndicat des Communications de Radio-Canada".

Contract employees referred to in (2)(a) below will be considered eligible employees provided they join the plan as per Section 4(1.3) and in the prescribed manner set out in the collective agreement referred to in this section.

(8) Restrictions

- a) Nonobstant toute autre disposition de la Partie I, pour le service-option accompli avant le 1er janvier 1990, lorsqu'un choix est exercé après la date d'entrée en vigueur de la présente modification, le montant de la rente viagère immédiate ou différée à payer au cotisant conformément à cette Partie I au moment de la retraite, de la retraite pour invalidité, ou de la cessation d'emploi ou du régime n'excédera pas le montant le plus élevé de :
- (i) 1 150 \$ et
- (ii) les deux tiers du montant maximal mentionné dans l'article 7(6)(b), tel qu'applicable d'une année à l'autre
- multiplié par ses années de service-option.
- b) L'article 12G(8)(a) ne s'applique pas lorsque le service-option était antérieurement un service cotisable accompli à la Société.
- c) Pour le service-option accompli le ou après le 1er janvier 1990, le Conseil de fiducie de la Caisse de retraite calculera le facteur d'équivalence pour services passés pour attestation par l'Agence du revenu du Canada. Une fois l'attestation obtenue, le service-pension sera accordé, sous réserve des dispositions de la présente Partie I. Si l'attestation n'est pas accordée par l'Agence du revenu du Canada, la période de service-option ne sera pas accordée.

12H. SERVICE-OPTION SYNDICAT DES COMMUNICATIONS EMPLOYÉS CONTRACTUELS (UNITÉ I - FRANÇAIS)

(1) Champ d'application

L'article 12H s'applique aux employés admissibles visés par la convention collective intervenue le 31 mai 2002 entre la Société et le Syndicat des Communications de Radio-Canada.

Les employés contractuels visés à l'article (2)a ci-dessous seront considérés comme admissibles à condition d'adhérer au présent régime en vertu de l'article 4(1.3) et selon les modalités prévues par la convention collective susmentionnée.

(2) Definitions

(a) "Eligible employees" means:

Contract employees employed on a full-time basis by the Corporation, members of the "Syndicat des Communications de Radio-Canada", and who joined the plan in accordance with Section 4(1.3) and as per the terms of the collective agreement.

(b) "Elective service" means:

a continuous period of service rendered in the employment of the Corporation during which eligible employees were not considered employees for purposes of the plan because of the nature of their employment relationship with the Corporation, with the following exceptions: the 24 months in the period of the initial eligibility requirement, any period while employed on a part-time basis, any freelance service and any period of less than a month. Also, any period of continuous service rendered in the employment of the Corporation during which the employee may contribute to the plan in accordance with Section 4(1.3) and is not contributing is excluded from elective service.

(c) "Actuarial value" means:

the value, determined by the Corporation's actuaries, of the liability under the plan for each individual period of elective service of the eligible employee.

(3) Purpose

Through an election made by an employee on the terms and conditions of this Section 12H, that employee's elective service or a portion thereof may be included as part of the employee's current period of pensionable service.

(4) Effect

Except as provided below, the provisions of Section 12H apply only to elections made on or after January 1, 2003.

(5) Eligibility to Make and Election

An employee may only make an election during a period of pensionable service as defined in Section 3(m) and must have rendered elective service in respect of which an election may be made under this section.

(2) Définitions

a) "Employés admissibles" désigne :

les employés travaillant à temps plein pour la Société comme employés contractuels membres du Syndicat des Communications de Radio-Canada et qui ont adhéré au régime en vertu de l'article 4(1.3) et conformément aux dispositions désignées dans la convention collective.

b) "Service-option" désigne :

une période de service continu à la Société au cours de laquelle les employés admissibles n'étaient pas considérés comme des employés aux fins du présent régime en raison de la nature de leur relation d'emploi à la Société, à l'exception des périodes suivantes : la période de vingt-quatre mois d'admissibilité initiale, toute période d'emploi à temps partiel, tout service à titre de pigiste et toute période de moins d'un mois. De plus, toute période de service continue à la Société au cours de laquelle l'employé admissible peut cotiser au présent régime selon les modalités de l'article 4(1.3) et pour laquelle il n'a pas cotisé est exclue du service-option.

c) "Valeur actuarielle" désigne :

la valeur, établie par les actuaires de la Société, des engagements du régime à l'égard de chaque période de service-option de l'employé admissible.

(3) Objet

Suivant le choix de l'employé quant aux conditions du présent article 12H, son service-option ou une partie de celui-ci peut être inclus dans la période courante de son service-pension.

(4) Entrée en vigueur

Sauf stipulation contraire ci-après, les dispositions du présent article 12H ne s'appliquent qu'aux options exercées à partir du 1er janvier 2003.

(5) Droit d'exercer une option

Un employé ne peut exercer une option que pendant la période de service-pension définie à l'article 3m) et doit avoir accompli le service-option pour lequel il peut exercer une option en vertu du présent article. De plus, un

Moreover, an employee can make an election only once.

employé ne peut exercer une option qu'une seule fois.

(6) Contributions

An employee shall make contributions equal to the actuarial value related to the elective service described in Section 12H(2)(b) at the time an election is made.

(6) Cotisations

Un employé doit verser des cotisations équivalent à la valeur actuarielle du service-option désigné à l'article 12H(2)b) au moment d'exercer une option.

(7) Method of payment

(a) An employee making an election under this Section 12H may pay the total amount of the appropriate contributions calculated under Section 12H(6) in one lump sum at the time of making such election, or may pay the amount in installments with interest charges in accordance with Section 12H(7)(d) below through regular deductions from salary, or in the case of an employee who after making an election under this Section 12H is absent without pay or receives benefits under the Corporation's Long-Term Disability Plan, by direct regular remittances, equal to the deductions that would otherwise have been made from the employee's salary. In all cases, such regular deductions and regular remittances shall be in amounts sufficient to pay the total amount of the employee's contributions calculated under Section 12H(6) at the latest by the employee's normal retirement date.

(7) Méthode de paiement

a) L'employé qui exerce une option en vertu du présent article 12H peut choisir de payer le montant total des cotisations calculées en vertu de l'article 12H(6), sous forme d'une somme forfaitaire au moment où il exerce son option ou sous forme de versements périodiques avec intérêts, conformément à l'article 12H(7)d) ci-dessous, au moyen de retenues sur le salaire, ou dans le cas d'un employé qui, après avoir exercé une option en vertu de l'article 12H, est en congé sans salaire ou reçoit des prestations en vertu du régime d'invalidité prolongée de la Société, par versements directs réguliers équivalant aux retenues qui auraient été autrement effectuées sur son salaire. Dans tous les cas, ces retenues ou ces versements réguliers sont d'un montant suffisant pour payer le total des cotisations salariales calculées en vertu de l'article 12H(6) au plus tard à la date réglementaire de la retraite de l'employé.

If an employee who has chosen to pay in installments ceases to be employed by the Corporation in a pensionable position for any reason other than death, any unpaid principal amount may be paid in a lump sum, or if the employee requests the Corporation in writing to cancel any unpaid balance and reduce the amount of elective service covered by the election to which the payments relate, the said amount of elective service shall thereupon be reduced in the ratio that the value of future installments bears to the value of both past and future installments. Such values shall be determined by the Corporation's actuary.

Si un employé payant par versement cesse d'occuper un poste ouvrant droit à pension à la Société pour une raison autre que le décès, il peut choisir de payer le montant principal impayé sous forme de somme forfaitaire ou, si l'employé demande par écrit à la Société d'annuler le solde et de réduire le montant du service-option régi par l'option pour laquelle il effectue des versements, ledit montant du service-option est réduit dans la mesure où la valeur des versements futurs correspond à celle des versements passés et futurs. Ces valeurs sont déterminées par l'actuaire de la Société.

(b) Return of Contributions

For purposes of computing accumulated employee contributions, the contributions made by an employee under this Section 12H shall be attributed to the years of elective service to which they pertain. Interest shall be calculated from the date of payment.

b) Remboursement des cotisations

Pour les besoins du calcul des cotisations salariales accumulées, les cotisations versées par un employé au titre du présent article 12H sont attribuées aux années de service-option auxquelles elles correspondent. Les intérêts sont calculés à compter de la date du paiement.

- | | |
|--|--|
| <p>(c) Cessation of Installments by Reason of Death</p> <p>If an employee paying contributions under this Section 12H by installments ceases to contribute to Part I by reason of such employee's death, all outstanding installments shall be deemed, for all purposes other than a return of contributions, if any, to have been paid in full, and pension benefits under Part I shall be computed accordingly.</p> | <p>c) Cessation des versements à la suite du décès</p> <p>Si un employé qui paie par versements en vertu du présent article 12H cesse de cotiser au présent régime de retraite, Partie I par suite de son décès, tous les versements restants sont censés, à toutes fins sauf le remboursement de cotisations, le cas échéant, avoir été effectués intégralement et les prestations de retraite en vertu du présent régime, Partie I sont calculées en conséquence.</p> |
| <p>(d) Interest Charges</p> <p>The unpaid balance of any amount owed by an employee who is allowed to make installment payments pursuant to Section 12H(7)(a) above shall bear interest from the date of the employee's election at the rate in effect at the time of such election as determined by the Corporation from time to time.</p> | <p>d) Intérêts</p> <p>Le solde impayé du montant dû par l'employé qui est autorisé à faire des versements conformément à l'article 12H(7)a ci-dessus porte intérêt à partir de la date à laquelle l'employé a exercé l'option, tel qu'il est déterminé par la Société.</p> |
| <p>(8) Limitations</p> <p>(a) Notwithstanding any other provision of Part I, in respect of elective service rendered before January 1, 1990, the amount of immediate or deferred pension payable to the contributor for the contributor's lifetime under Part I at retirement, disability retirement, termination of employment or termination of the Plan shall not exceed the greater of:</p> <p>(i) \$1,150 and</p> <p>(ii) two-thirds of the dollar maximum mentioned in Section 7(6)(b), as applicable from year to year</p> <p style="padding-left: 40px;">multiplied by his years of such elective service.</p> <p>(b) Section 12H(8)(a) does not apply where the elective service was previous contributory service with the Corporation.</p> <p>(c) In respect of elective service rendered on or after January 1, 1990, the Pension Board will compute the relevant Past Service Pension Adjustment for certification with Canada Customs and Revenue Agency. Where such certification is obtained, the elective service will be granted, subject to the provisions of this Part I. Where such certification has not been granted by Canada Customs and Revenue Agency, such period of elective service will not be granted.</p> | <p>(8) Restrictions</p> <p>a) Nonobstant toute autre disposition de la Partie I, pour le service-option accompli avant le 1er janvier 1990, le montant de la rente viagère immédiate ou différée à payer au cotisant conformément à cette Partie I au moment de la retraite, de la retraite pour invalidité, ou de la cessation d'emploi ou du régime n'excédera pas le montant le plus élevé de :</p> <p>(i) 1 150 \$ et</p> <p>(ii) les deux tiers du montant maximal mentionné dans l'article 7(6)b), tel qu'applicable d'une année à l'autre</p> <p style="padding-left: 40px;">multiplié par ses années de service-option.</p> <p>b) L'article 12H(8)a ne s'applique pas lorsque le service-option était antérieurement un service cotisable accompli à la Société.</p> <p>c) Pour le service-option accompli le ou après le 1er janvier 1990, le Conseil de fiducie de la Caisse de retraite calculera le facteur d'équivalence pour services passés pour attestation par l'Agence des douanes et du revenu du Canada. Une fois l'attestation obtenue, le service-pension sera accordé, sous réserve des dispositions de la présente Partie I. Si l'attestation n'est pas accordée par l'Agence des douanes et du revenu du Canada, la période de service-option ne sera pas accordée.</p> |

**12I. ELECTIVE SERVICE PERMANENT EMPLOYEES
"SYNDICAT DES COMMUNICATIONS"
(UNIT I - FRENCH)**

(1) Application

Section 12I shall apply to eligible employees covered by the collective agreement dated May 31, 2002 between the Corporation and the "Syndicat des Communications de Radio-Canada".

Permanent employees referred to in (2)(a) below will be considered eligible employees only if they opt to become an employee in accordance with Section 3(fb) and in the prescribed manner set out in the collective agreement referred to in this section.

(2) Definitions

(a) "Eligible employees" means:

Employees employed on a full-time basis by the Corporation, who became permanent as per the terms of the collective agreement.

(b) "Elective service" means:

a continuous period of service rendered in the employment of the Corporation during which eligible employees were not considered employees in accordance with Section 3(fb) because of the nature of their employment relationship with the Corporation, with the following exceptions: any period while employed on a part-time basis, any freelance service and any period of less than a month.

(c) "Actuarial value" means:

the value, determined by the Corporation's actuaries, of the liability under the plan for each individual period of elective service of the eligible employee. The actuarial value is based on the employee's salary on the date on which an election is made except if the election is made within 90 days after the date on which the collective agreement is signed, in which case the actuarial value is based on the salary as per the salary scale effective on the date on which the collective agreement is signed.

(3) Purpose

Through an election made by an employee on the terms and conditions of this Section 12I, that employee's elective service or a portion thereof may be included as part of the employee's current period of pensionable service.

**12I. SERVICE - OPTION "SYNDICAT DES
COMMUNICATIONS" EMPLOYÉS PERMANENTISÉS
(UNITÉ I - FRANÇAIS)**

(1) Champ d'application

L'article 12I s'applique aux employés admissibles visés par la convention collective intervenue le 31 mai 2002 entre la Société et le Syndicat des Communications de Radio-Canada.

Les employés permanentisés visés à l'article (2)a ci-dessous seront considérés comme admissibles à condition d'opter pour le statut d'employé conformément à l'article 3fb) et selon les modalités prévues par la convention collective susmentionnée.

(2) Définitions

a) "Employés admissibles" désigne :

les employés travaillant à temps plein pour la Société et permanentisés conformément aux dispositions désignées dans la convention collective.

b) "Service-option" désigne :

une période de service continu à la Société au cours de laquelle les employés admissibles n'étaient pas considérés comme des employés conformément à l'article 3fb) en raison de la nature de leur relation d'emploi à la Société, à l'exception des périodes suivantes : toute période d'emploi à temps partiel, tout service à titre de pigiste, et toute période de moins d'un mois.

c) "Valeur actuarielle" désigne :

la valeur, établie par les actuaires de la Société, des engagements du régime à l'égard de chaque période de service-option de l'employé admissible. La valeur actuarielle est fondée sur le salaire de l'employé à la date à laquelle l'option est exercée sauf si l'option est exercée dans les 90 jours suivant la date de la signature de la convention collective, auquel cas la valeur actuarielle est fondée sur le salaire de la grille salariale en vigueur à la date de la signature de la convention collective.

(3) Objet

Suivant le choix de l'employé quant aux conditions du présent article 12I, son service-option ou une partie de celui-ci peut être inclus dans la période courante de son service-pension.

<p>(4) Effect</p> <p>Except as provided below, the provisions of Section 12I apply only to elections made on or after May 31, 2002.</p>	<p>(4) Entrée en vigueur</p> <p>Sauf stipulation contraire ci-après, les dispositions du présent article 12I ne s'appliquent qu'aux options exercées à partir du 31 mai 2002.</p>
<p>(5) Eligibility to Make an Election</p> <p>An employee may only make an election during a period of pensionable service as defined in Section 3(m) and must have rendered elective service in respect of which an election may be made under this section. Moreover, an employee can make an election only once.</p>	<p>(5) Droit d'exercer une option</p> <p>Un employé ne peut exercer une option que pendant la période de service-pension définie à l'article 3m) et doit avoir accompli le service-option pour lequel il peut exercer une option en vertu du présent article. De plus, un employé ne peut exercer une option qu'une seule fois.</p>
<p>(6) Contributions</p> <p>An employee shall make contributions equal to the actuarial value related to the elective service described in Section 12I(2)(b) at the time an election is made.</p>	<p>(6) Cotisations</p> <p>Un employé doit verser des cotisations équivalant à la valeur actuarielle du service-option désigné à l'article 12I(2)b) au moment d'exercer une option.</p>
<p>(7) Method of payment</p> <p>(a) An employee making an election under this Section 12I may pay the total amount of the appropriate contributions calculated under Section 12I(6) in one lump sum at the time of making such election, or may pay the amount in installments with interest charges in accordance with Section 12I(7)(d) below through regular deductions from salary, or in the case of an employee who after making an election under this Section 12I is absent without pay or receives benefits under the Corporation's Long-Term Disability Plan, by direct regular remittances, equal to the deductions that would otherwise have been made from the employee's salary. In all cases, such regular deductions and regular remittances shall be in amounts sufficient to pay the total amount of the employee's contributions calculated under Section 12I(6) at the latest by the employee's normal retirement date.</p> <p>If an employee who has chosen to pay in installments ceases to be employed by the Corporation in a pensionable position for any reason other than death, any unpaid principal amount may be paid in a lump sum, or if the employee requests the Corporation in writing to cancel any unpaid balance and reduce the amount of elective service covered by the election to which the payments relate, the said amount of elective service shall thereupon be reduced in the ratio that the value of future installments bears to the value of</p>	<p>(7) Méthode de paiement</p> <p>a) L'employé qui exerce une option en vertu du présent article 12I peut choisir de payer le montant total des cotisations calculées en vertu de l'article 12I(6), sous forme d'une somme forfaitaire au moment où il exerce son option ou sous forme de versements périodiques avec intérêts, conformément à l'article 12I(7)d) ci-dessous, au moyen de retenues sur le salaire, ou dans le cas d'un employé qui, après avoir exercé une option en vertu de l'article 12I, est en congé sans salaire ou reçoit des prestations en vertu du régime d'invalidité prolongée de la Société, par versements directs réguliers équivalant aux retenues qui auraient été autrement effectuées sur son salaire. Dans tous les cas, ces retenues ou ces versements réguliers sont d'un montant suffisant pour payer le total des cotisations salariales calculées en vertu de l'article 12I(6) au plus tard à la date réglementaire de la retraite de l'employé.</p> <p>Si un employé payant par versement cesse d'occuper un poste ouvrant droit à pension à la Société pour une raison autre que le décès, il peut choisir de payer le montant principal impayé sous forme de somme forfaitaire ou, si l'employé demande par écrit à la Société d'annuler le solde et de réduire le montant du service-option régi par l'option pour laquelle il effectue des versements, ledit montant du service-option est réduit dans la mesure où la valeur des versements futurs correspond à celle des versements passés et futurs.</p>

both past and future installments. Such values shall be determined by the Corporation's actuary.

Ces valeurs sont déterminées par l'actuaire de la Société.

(b) Return of Contributions

For purposes of computing accumulated employee contributions, the contributions made by an employee under this Section 12I shall be attributed to the years of elective service to which they pertain. Interest shall be calculated from the date of payment.

b) Remboursement des cotisations

Pour les besoins du calcul des cotisations salariales accumulées, les cotisations versées par un employé au titre du présent article 12I sont attribuées aux années de service-option auxquelles elles correspondent. Les intérêts sont calculés à compter de la date du paiement.

(c) Cessation of Installments by Reason of Death

If an employee paying contributions under this Section 12I by installments ceases to contribute to Part I by reason of such employee's death, all outstanding installments shall be deemed, for all purposes other than a return of contributions, if any, to have been paid in full, and pension benefits under Part I shall be computed accordingly.

c) Cessation des versements à la suite du décès

Si un employé qui paie par versements en vertu du présent article 12I cesse de cotiser au présent régime de retraite, Partie I par suite de son décès, tous les versements restants sont censés, à toutes fins sauf le remboursement de cotisations, le cas échéant, avoir été effectués intégralement et les prestations de retraite en vertu du présent régime, Partie I sont calculées en conséquence.

(d) Interest Charges

The unpaid balance of any amount owed by an employee who is allowed to make installment payments pursuant to Section 12I(7)(a) above shall bear interest from the date of the employee's election at the rate in effect at the time of such election as determined by the Corporation from time to time.

d) Intérêts

Le solde impayé du montant dû par l'employé qui est autorisé à faire des versements conformément à l'article 12I(7)(a) ci-dessus porte intérêt à partir de la date à laquelle l'employé a exercé l'option, tel qu'il est déterminé par la Société.

(8) Limitations

(a) Notwithstanding any other provision of Part I, in respect of elective service rendered before January 1, 1990, the amount of immediate or deferred pension payable to the contributor for the contributor's lifetime under Part I at retirement, disability retirement, termination of employment or termination of the Plan shall not exceed the greater of:

- (i) \$1,150 and
- (ii) two-thirds of the dollar maximum mentioned in Section 7(6)(b), as applicable from year to year

multiplied by his years of such elective service.

(8) Restrictions

a) Nonobstant toute autre disposition de la Partie I, pour le service-option accompli avant le 1er janvier 1990, lorsqu'un choix est exercé après la date d'entrée en vigueur de la présente modification, le montant de la rente viagère immédiate ou différée à payer au cotisant conformément à cette Partie I au moment de la retraite, de la retraite pour invalidité, ou de la cessation d'emploi ou du régime n'excédera pas le montant le plus élevé de :

- (i) 1 150 \$ et
- (ii) les deux tiers du montant maximal mentionné dans l'article 7(6)b), tel qu'applicable d'une année à l'autre

multiplié par ses années de service-option.

- (b) Section 12I(8)(a) does not apply where the elective service was previous contributory service with the Corporation.
- (c) In respect of elective service rendered on or after January 1, 1990, the Pension Board will compute the relevant Past Service Pension Adjustment for certification with Canada Customs and Revenue Agency. Where such certification is obtained, the elective service will be granted, subject to the provisions of this Part I. Where such certification has not been granted by Canada Customs and Revenue Agency, such period of elective service will not be granted.

- b) L'article 12I(8)a ne s'applique pas lorsque le service-option était antérieurement un service cotisable accompli à la Société.
- c) Pour le service-option accompli le ou après le 1er janvier 1990, le Conseil de fiducie de la Caisse de retraite calculera le facteur d'équivalence pour services passés pour attestation par l'Agence des douanes et du revenu du Canada. Une fois l'attestation obtenue, le service-pension sera accordé, sous réserve des dispositions de la présente Partie I. Si l'attestation n'est pas accordée par l'Agence des douanes et du revenu du Canada, la période de service-option ne sera pas accordée.

12J. ELECTIVE SERVICE EMPLOYEES "SYNDICAT DES COMMUNICATIONS" (UNIT I - FRENCH) - APRIL AND MAY 2002

12J. SERVICE - OPTION EMPLOYÉS DU "SYNDICAT DES COMMUNICATIONS" (UNITÉ I - FRANÇAIS) - AVRIL ET MAI 2002

(1) Application

Section 12J shall apply to eligible employees covered by the collective agreement dated May 31, 2002 between the Corporation and the "Syndicat des Communications de Radio-Canada", who were contributors immediately prior to the April and May 2002 labour conflict.

(1) Champ d'application

L'article 12J s'applique aux employés admissibles visés par la convention collective intervenue le 31 mai 2002 entre la Société et le Syndicat des Communications de Radio-Canada, qui étaient cotisants immédiatement avant le conflit de travail des mois d'avril et mai 2002.

(2) Definitions

(a) "Eligible employees" means:

Notwithstanding anything to the contrary, any employee member of the "Syndicat des Communications de Radio-Canada" Unit I (French) and who was on leave without payment of salary due to a labour conflict during the months of April and May 2002, and who was a contributor prior to such conflict.

(2) Définitions

a) "Employés admissibles" désigne :

nonobstant toute disposition contraire, tout employé du Syndicat des Communication de Radio-Canada (Unité I - dossier français) qui était en congé non payé pendant le conflit de travail survenu au cours des mois d'avril et mai 2002 et qui étaient cotisants immédiatement avant le conflit.

(b) "Elective service" means:

the months of April and May 2002 during which Unit I (French) eligible employees were on leave without payment of salary due to a labour conflict.

b) "Service-option" désigne :

les mois d'avril et mai 2002 au cours desquels les employés admissibles de l'Unité I (dossier français) étaient en congé non payé en raison du conflit de travail.

(c) "Actuarial value" means:

the value, determined by the Corporation's actuaries, of the liability under the plan for each individual period of elective service of the eligible employee. The actuarial value is based on the employee's salary on the date on which an election is made except if the election is made within 60 days after the date on which the collective agreement is signed, in which case the actuarial

c) "Valeur actuarielle" désigne :

la valeur, établie par les actuaires de la Société, des engagements du régime à l'égard de chaque période de service-option de l'employé admissible. La valeur actuarielle est fondée sur le salaire de l'employé à la date à laquelle l'option est exercée sauf si l'option est exercée dans les 60 jours suivant la date de la signature de la convention collective, auquel cas la valeur actuarielle

value is based on the salary as per the salary scale effective on the date on which the collective agreement is signed.

est fondée sur le salaire de la grille salariale en vigueur à la date de la signature de la convention collective.

(3) Purpose

Through an election made by an employee on the terms and conditions of this Section 12J, that employee's elective service or a portion thereof may be included as part of the employee's current period of pensionable service.

(3) Objet

Suivant le choix de l'employé quant aux conditions du présent article 12J, son service-option ou une partie de celui-ci peut être inclus dans la période courante de son service-pension.

(4) Effect

Except as provided below, the provisions of Section 12J apply only to elections made on or after May 31, 2002.

(4) Entrée en vigueur

Sauf stipulation contraire ci-après, les dispositions du présent article 12J ne s'appliquent qu'aux options exercées à partir du 31 mai 2002.

(5) Eligibility to Make an Election

An employee may only make an election during a period of pensionable service as defined in Section 3(m) and must have rendered elective service in respect of which an election may be made under this section.

(5) Droit d'exercer une option

Un employé ne peut exercer une option que pendant la période de service-pension définie à l'article 3m) et doit avoir accompli le service-option pour lequel il peut exercer une option en vertu du présent article.

(6) Contributions

An employee shall make contributions equal to the actuarial value related to the elective service described in Section 12J(2)(b) at the time an election is made.

(6) Cotisations

Un employé doit verser des cotisations équivalant à la valeur actuarielle du service-option désigné à l'article 12J(2)b) au moment d'exercer une option.

(7) Method of payment

(a) An employee making an election under this Section 12J may pay the total amount of the appropriate contributions calculated under Section 12J(6) in one lump sum at the time of making such election, or may pay the amount in installments with interest charges in accordance with Section 12J(7)(d) below through regular deductions from salary, or in the case of an employee who after making an election under this Section 12J is absent without pay or receives benefits under the Corporation's Long-Term Disability Plan, by direct regular remittances, equal to the deductions that would otherwise have been made from the employee's salary.

(7) Méthode de paiement

a) L'employé qui exerce une option en vertu du présent article 12J peut choisir de payer le montant total des cotisations calculées en vertu de l'article 12J(6), sous forme d'une somme forfaitaire au moment où il exerce son option ou sous forme de versements périodiques avec intérêts, conformément à l'article 12J(7)d) ci-dessous, au moyen de retenues sur le salaire, ou dans le cas d'un employé qui, après avoir exercé une option en vertu de l'article 12J, est en congé sans salaire ou reçoit des prestations en vertu du régime d'invalidité prolongée de la Société, par versements directs réguliers équivalant aux retenues qui auraient été autrement effectuées sur son salaire. Dans tous les cas, ces retenues ou ces versements réguliers sont d'un montant suffisant pour payer le total des cotisations salariales calculées en vertu de l'article 12J(6) au plus tard à la date réglementaire de la retraite de l'employé.

In all cases, such regular deductions and regular remittances shall be in amounts sufficient to pay the total amount of the employee's contributions calculated under Section 12J(6) at the latest by the employee's normal retirement date. If an employee who has chosen to pay in installments ceases to be employed by the Corporation in a pensionable position for any reason other than death, any unpaid principal amount may

Si un employé payant par versement cesse d'occuper un poste ouvrant droit à pension à la Société pour une raison

be paid in a lump sum, or if the employee requests the Corporation in writing to cancel any unpaid balance and reduce the amount of elective service covered by the election to which the payments relate, the said amount of elective service shall thereupon be reduced in the ratio that the value of future installments bears to the value of both past and future installments. Such values shall be determined by the Corporation's actuary.

(b) Return of Contributions

For purposes of computing accumulated employee contributions, the contributions made by an employee under this Section 12J shall be attributed to the years of elective service to which they pertain. Interest shall be calculated from the date of payment.

(c) Cessation of Installments by Reason of Death

If an employee paying contributions under this Section 12J by installments ceases to contribute to Part I by reason of such employee's death, all outstanding installments shall be deemed, for all purposes other than a return of contributions, if any, to have been paid in full, and pension benefits under Part I shall be computed accordingly.

(d) Interest Charges

The unpaid balance of any amount owed by an employee who is allowed to make installment payments pursuant to Section 12J(7)(a) above shall bear interest from the date of the employee's election at the rate in effect at the time of such election as determined by the Corporation from time to time.

(8) Limitations

In respect of elective service rendered on or after January 1, 1990, the Pension Board will compute the relevant Past Service Pension Adjustment for certification with Canada Customs and Revenue Agency. Where such certification is obtained, the elective service will be granted, subject to the provisions of this Part I. Where such certification has not been granted by Canada Customs and Revenue Agency, such period of elective service will not be granted.

autre que le décès, il peut choisir de payer le montant principal impayé sous forme de somme forfaitaire ou, si l'employé demande par écrit à la Société d'annuler le solde et de réduire le montant du service-option régi par l'option pour laquelle il effectue des versements, ledit montant du service-option est réduit dans la mesure où la valeur des versements futurs correspond à celle des versements passés et futurs. Ces valeurs sont déterminées par l'actuaire de la Société.

b) Remboursement des cotisations

Pour les besoins du calcul des cotisations salariales accumulées, les cotisations versées par un employé au titre du présent article 12J sont attribuées aux années de service-option auxquelles elles correspondent. Les intérêts sont calculés à compter de la date du paiement.

c) Cessation des versements à la suite du décès

Si un employé qui paie par versements en vertu du présent article 12J cesse de cotiser au présent régime de retraite, Partie I par suite de son décès, tous les versements restants sont censés, à toutes fins sauf le remboursement de cotisations, le cas échéant, avoir été effectués intégralement et les prestations de retraite en vertu du présent régime, Partie I sont calculées en conséquence.

d) Intérêts

Le solde impayé du montant dû par l'employé qui est autorisé à faire des versements conformément à l'article 12J(7)a ci-dessus porte intérêt à partir de la date à laquelle l'employé a exercé l'option, tel qu'il est déterminé par la Société.

(8) Restrictions

Pour le service-option accompli le ou après le 1er janvier 1990, le Conseil de fiducie de la Caisse de retraite calculera le facteur d'équivalence pour services passés pour attestation par l'Agence des douanes et du revenu du Canada. Une fois l'attestation obtenue, le service-pension sera accordé, sous réserve des dispositions de la présente Partie I. Si l'attestation n'est pas accordée par l'Agence des douanes et du revenu du Canada, la période de service-option ne sera pas accordée.

12K. ELECTIVE SERVICE (UNIT II - ENGLISH)

(1) Application

Section 12K shall apply to eligible employees covered by the collective agreement dated December 31, 2001, between the Corporation and the "Communications, Energy and Paperworks Union of Canada", hereinafter referred to as Unit II (English).

(2) Definitions

(a) "Eligible employees" means:

Notwithstanding anything to the contrary, any Unit II (English) employee who was on leave without payment of salary due to a labour conflict during the month of December 2001, who was a contributor immediately before such leave, and who has opted for an immediate pension prior to Section 12K coming into effect.

(b) "Elective service" means:

the month of December 2001 during which Unit II (English) eligible employees were on leave without payment of salary due to a labour conflict.

(3) Purpose

Through an election made by an employee on the terms and conditions of this Section 12K, that employee's elective service or a portion thereof may be included as part of the employee's current period of pensionable service. For greater certainty, the employee's elective service shall be included in the employee's contributory service as described in Section 3(ca), whether or not an election is made under this Section 12K.

(4) Effect

Except as provided below, the provisions of Section 12K apply only to elections made on or after Ministerial approval of this Section 12K.

(5) Eligibility to Make an Election

An employee may only make an election within the two-month period following the date on which this Section 12K comes into effect.

(6) Contributions

An employee shall make contributions equal to twice the amount of contributions calculated in accordance with Section 6 of Part I on the basis

12K. SERVICE-OTION (UNITÉ II - DOSSIER ANGLAIS)

(1) Champ d'application

L'article 12K s'applique aux employés admissibles visés par la convention collective intervenue le 31 décembre 2001 entre la Société et le Syndicat canadien des communications, de l'énergie et du papier, désigné ci-après l'Unité II (dossier anglais).

(2) Définitions

a) « Employés admissibles » désigne :

nonobstant toute disposition contraire, tout employé de l'Unité II (dossier anglais) qui était en congé non payé en raison d'un conflit de travail survenu au cours du mois de décembre 2001, qui était cotisant immédiatement avant ledit congé et qui a opté pour une pension immédiate avant que l'article 12K n'entre en vigueur.

b) « Service-option » désigne :

le mois de décembre 2001 au cours duquel les employés admissibles de l'Unité II (dossier anglais) étaient en congé non payé en raison d'un conflit de travail.

(3) Objet

Suivant le choix de l'employé quant aux conditions du présent article 12K, son service-option ou une partie de celui-ci peut être inclus dans la période courante de son service-pension. Il est entendu que le service-option de l'employé sera inclus dans le service cotisable dudit employé comme il est stipulé dans l'article 3ca), selon qu'une option ait été exercée en vertu de l'article 12K ou non.

(4) Entrée en vigueur

Sauf stipulation contraire ci-après, les dispositions du présent article 12K ne s'appliquent qu'aux options exercées à partir de la date que l'approbation du Ministre est reçue.

(5) Droit d'exercer une option

Un employé ne peut exercer une option que pendant la période de deux mois suivant la date d'entrée en vigueur du présent article 12K.

(6) Cotisations

Un employé verse des cotisations égales au double du montant des cotisations calculées conformément à l'article 6 de la Partie I suivant

of the portion of any such elective service for which an election is made, but applying the employee's salary and contributions rates under Part I in effect immediately prior to the date of retirement of the employee.

(7) Method of payment

An employee making an election under this Section 12K must pay the total amount of the appropriate contributions calculated under Section 12J(6) in one lump sum.

(8) Limitations

In respect of elective service rendered on or after January 1, 1990, the Pension Board will compute the relevant Past Service Pension Adjustment for certification with Canada Customs and Revenue Agency. Where such certification is obtained, the elective service will be granted, subject to the provisions of this Part I. Where such certification has not been granted by Canada Customs and Revenue Agency, such period of elective service will not be granted.

la portion du service-option pour laquelle l'employé a exercé son option, mais en appliquant le salaire et les taux de cotisation de l'employé établis à la Partie I en vigueur immédiatement avant la date de départ à la retraite dudit employé.

(7) Méthode de paiement

L'employé qui exerce une option en vertu du présent article 12K doit payer le total des cotisations calculées en vertu de l'article 12J(6) sous forme d'une somme forfaitaire.

(8) Restrictions

Pour le service-option accompli le ou après le 1er janvier 1990, le Conseil de fiducie de la Caisse de retraite calculera le facteur d'équivalence pour services passés pour attestation par l'Agence des douanes et du revenu du Canada. Une fois l'attestation obtenue, le service-option sera accordé, sous réserve des dispositions de la présente Partie I. Si l'attestation n'est pas accordée par l'Agence des douanes et du revenu du Canada, la période de service-option ne sera pas accordée.

13A. INCREASE TO PENSIONS

(1) In this Section 13A

"Consumer Price Index" shall mean the Consumer Price Index of Canada as published by Statistics Canada under the authority of the Statistics Act, R.S.C. 1985, Chapter S-19, as amended.

"Index Factor" for any calendar year shall mean the ratio of:

- (a) the average of the Consumer Price Index for the period of twelve months ending with the month of September of the year preceding such year to
- (b) the average of the Consumer Price Index for the period of twelve months preceding the period described in Paragraph (a) above.

The Index Factor shall be calculated to the nearest fourth decimal but may not in any event exceed 1.0270 for any year.

If the Index Factor so calculated produces a value for any calendar year prior to 1995 of less than 1.0100, the Index Factor for that year shall be taken to be 1.0000.

For the calendar years 1995 and after the Index Factor shall be no less than 1.0000.

13A. AUGMENTATION DES PENSIONS

(1) Dans cet article 13A

"Indice des prix à la consommation" signifie l'indice des prix à la consommation du Canada tel que publié par Statistique Canada en vertu de la Loi sur la statistique, S.R.C. 1985, Chapitre S-19, tel qu'amendé.

"Facteur d'indexation" pour toute année civile signifie la valeur de

- (a) la moyenne de l'indice des prix à la consommation au cours de la période de douze mois se terminant en septembre de l'année précédant l'année visée par rapport à
- (b) la moyenne de l'indice des prix à la consommation pour la période de douze mois précédant la période décrite au paragraphe (a) ci-dessus.

Le facteur d'indexation sera calculé à la quatrième décimale près sans toutefois jamais dépasser 1,0270 par année.

Si le facteur d'indexation ainsi calculé se traduit par une valeur annuelle pour toute année civile qui précède l'année 1995 inférieure à 1,0100, le facteur d'indexation pour cette année sera considéré comme étant 1,0000.

Pour les années civiles 1995 et suivantes, le facteur d'indexation ne peut être inférieur à 1,0000.

For the calculation of any retroactive payments pursuant to this Section, the calculation with respect to any calendar year prior to 1995 shall assume that the word "September" is replaced by the word "October", and any retroactive payment due to a recipient pursuant to this Section shall be made in a single lump sum payment.

- (2) Effective January 1, 1992, beginning with the month of January following the final salary year of a contributor, and effective with the month of January in each year thereafter, the immediate or deferred pension payable to such contributor or to the spouse and/or children of such contributor, as the case may be, shall be subject to increase as provided herein. The increased amount payable for any year shall be determined by multiplying the pension that would otherwise be payable for the month of January in that year by the Index Factor for that year.

Notwithstanding the afore-mentioned paragraph, any increases granted before January 1, 1992, to any pension payable to or in respect of a contributor whose final salary year occurred prior to January 1, 1992, shall be determined according to the terms and conditions of Sections 13A to 13G inclusive in effect prior to that date.

- (3) Effective January 1, 1992, the immediate or deferred pension payable to each contributor or to the spouse and/or children of such contributor shall be recalculated in accordance with Sections 13A(1) and 13A(2) retroactive to the final salary year. The resulting pension shall be compared to the actual pension in payment. The recipient shall be eligible for the greater of the said recalculated pension or the pension in payment which takes into account the effects of Sections 13B to 13H inclusive, and if applicable, an adjustment shall be made.

Aux fins du calcul de tout versement rétroactif payable en vertu du présent article, le terme "septembre" est remplacé par "octobre" dans le cas des calculs ayant trait à une année civile avant 1995; les personnes qui touchent une pension et qui ont droit à un versement rétroactif en vertu du présent article recevront une somme forfaitaire.

- (2) En vigueur le 1er janvier 1992, à compter du mois de janvier suivant la dernière année de salaire d'un cotisant, et de nouveau en janvier de chaque année subséquente, la pension immédiate ou différée versée au cotisant ou à son conjoint et/ou ses enfants, selon le cas, sera sujette à l'augmentation prévue aux présentes. Le montant d'augmentation payable pour toute année sera déterminé en multipliant la pension qu'il aurait normalement dû recevoir pour le mois de janvier de cette année par le facteur d'indexation de cette même année.

Tout en tenant compte de l'alinéa précédent, toute augmentation accordée avant le 1er janvier 1992 à une pension payable à un cotisant ou à son égard, cotisant dont la dernière année de salaire est antérieure au 1er janvier 1992, sera déterminée conformément aux modalités des articles 13A à 13G inclusivement en vigueur avant cette date.

- (3) À compter du 1er janvier 1992, la pension immédiate ou différée payable à chaque cotisant ou au conjoint et/ou aux enfants d'un tel cotisant sera calculée conformément à l'article 13A(1) et 13A(2) rétroactivement à la dernière année de salaire. La pension qui en résulte sera comparée à la pension versée actuellement. Le bénéficiaire aura droit à ladite pension recalculée ou à la pension actuellement versée en tenant compte des effets des articles 13B à 13H inclusivement, si cette dernière est plus élevée; le cas échéant, un rajustement sera fait.

13B. INCREASE TO PENSIONS

- (1)
- (a) "Part I" in this Section 13B, means the CBC Pension Plan as it was on the date indicated.
 - (b) Effective January 1, 1982, every pension payable on that date under the terms of Part I in respect of every eligible recipient shall be increased as provided herein.
- (2) For the purpose of this Section 13B, an eligible recipient is either
- (a) a retired employee of the Corporation who was in receipt of pension benefits under the terms of Part I on January 1, 1979, or

13B. AUGMENTATION DES PENSIONS

- (1)
- a) Par "Partie I" dans cet article 13B, on entend le Régime de retraite de Radio-Canada en vigueur à la date indiquée.
 - b) À compter du 1er janvier 1982, toutes les pensions versées à cette date aux prestataires admissibles, en vertu de la Partie I, sont majorées conformément aux présentes dispositions.
- (2) Aux fins de l'article 13B, prestataire admissible s'entend
- a) d'un employé de la Société à la retraite qui recevait des prestations de retraite au titre de la Partie I le 1er janvier 1979, ou

- (b) a survivor eligible for benefits under Part I as a result of the death of
 - (i) a retired employee who was receiving a pension on or before January 1, 1979, or
 - (ii) a contributor who died before January 1, 1979.

- b) d'une personne admissible aux prestations au titre de la Partie I à la suite du décès
 - (i) d'un employé à la retraite qui a reçu une pension le 1er janvier 1979 ou avant, ou
 - (ii) d'un cotisant décédé avant le 1er janvier 1979.

(3) The increase shall be calculated in accordance with the following table based on

(3) L'augmentation est calculée selon la table suivante, en fonction de

- (a) the contributor's year of retirement, or
- (b) in the case of a contributor who terminated with a right to a deferred pension, the year of termination of his/her employment, or
- (c) in the case of a contributor who died while an employee, the year of his/her death.

- a) l'année de retraite du cotisant,
- b) dans le cas d'un cotisant qui a quitté la Société en ayant droit à une pension différée, l'année de cessation d'emploi, ou
- c) dans le cas d'un cotisant décédé alors qu'il était employé, l'année de son décès.

Year	Percentage Increase
1963 or before	49.7 %
1964	49.1
1965	48.6
1966	47.6
1967	46.2
1968	46.0
1969	46.0
1970	44.4
1971	40.3
1972	33.5
1973	27.2
1974	23.6
1975	19.8
1976	15.4
1977	11.0
1978	6.1

Année	Pourcentage de l'augmentation
1963 ou avant	49,7 %
1964	49,1
1965	48,6
1966	47,6
1967	46,2
1968	46,0
1969	46,0
1970	44,4
1971	40,3
1972	33,5
1973	27,2
1974	23,6
1975	19,8
1976	15,4
1977	11,0
1978	6,1

(4) The increase will be calculated on the pension being received under Part I on January 1, 1982, but a recomputation will be made on such later date as a pension is adjusted by reason of a recipient reaching age 65, or for any other reason consistent with the terms of Part I.

(4) L'augmentation est calculée sur la pension reçue au titre de la Partie I au 1er janvier 1982, mais un autre calcul est effectué lorsque la pension est rajustée parce que le cotisant atteint l'âge de 65 ans, ou pour toute autre raison conforme aux dispositions de la Partie I.

(5) Any increase under this section shall be additional to any provided under Section 13A, as it read effective January 1, 1982.

(5) Toute augmentation en vertu de cet article s'ajoute à toute autre prévue au titre de l'article 13A, tel qu'il se lisait le 1er janvier 1982.

13C. INCREASE TO PENSIONS

13C. AUGMENTATION DES PENSIONS

- (1)
 - (a) "Part I" in this Section 13C, means the CBC Pension Plan as it was on the date indicated.

- (1)
 - a) Par Partie I dans cet article 13C, on entend le Régime de retraite de Radio-Canada en vigueur à la date indiquée.

- (b) Effective January 1, 1985, every pension payable on that date under the terms of Part I in respect of every eligible recipient shall be increased, as provided herein.
- (2) For the purpose of this Section 13C, an eligible recipient is either
- (a) a retired employee of the Corporation who was in receipt of pension benefits under the terms of Part I on January 1, 1981, or
- (b) a survivor eligible for benefits under Part I as a result of the death of
- (i) a retired employee who was receiving a pension on or before January 1, 1981, or
- (ii) a contributor who died before January 1, 1981.
- (3) Except for contributors who terminated with rights to a deferred pension, the increase shall be calculated in accordance with the following table based on
- (a) the contributor's year of retirement, or
- (b) in the case of a contributor who died while an employee, the year of his/her death.

Year	Percentage Increase
1979 or before	6.9 %
1980	1.8

- (4) In the case of a contributor who ceased to be an employee with a right to a deferred pension, the increase shall be calculated in accordance with the following table and shall be based on the year of termination of his/her employment.

Year	Percentage Increase
1980	1.8 %
1979	6.9
1978	13.4
1977	18.6
1976	23.3
1975	28.0
1974	32.1
1973	35.9
1972	42.7
1971	49.9
1970	54.3
1969	56.0
1968	56.0
1967	56.2
1966	57.7

- b) À compter du 1er janvier 1985, toutes les pensions versées à cette date aux prestataires admissibles au titre de la Partie I sont majorées conformément aux présentes dispositions.
- (2) Aux fins de l'article 13C, prestataire admissible s'entend :
- a) d'un employé à la retraite de la Société qui recevait des prestations de retraite au titre de la Partie I le 1er janvier 1981, ou
- b) d'une personne admissible aux prestations au titre de la Partie I à la suite du décès
- (i) d'un employé à la retraite qui recevait une pension le 1er janvier 1981 ou avant, ou
- (ii) d'un cotisant décédé avant le 1er janvier 1981.

- (3) Sauf dans le cas de cotisants qui ont quitté la Société en ayant droit à une pension différée, l'augmentation est calculée selon la table suivante, en fonction
- a) de l'année de retraite du cotisant, ou
- b) dans le cas d'un cotisant décédé alors qu'il était employé, de l'année de son décès.

Année	Pourcentage de l'augmentation
1979 ou avant	6,9 %
1980	1,8 %

- (4) Dans le cas d'un cotisant qui a quitté la Société en ayant droit à une pension différée, l'augmentation est calculée selon la table suivante, en fonction de l'année de cessation de son emploi.

Année	Pourcentage de l'augmentation
1980	1,8 %
1979	6,9
1978	13,4
1977	18,6
1976	23,3
1975	28,0
1974	32,1
1973	35,9
1972	42,7
1971	49,9
1970	54,3
1969	56,0
1968	56,0
1967	56,2
1966	57,7

1965	58.8
1964	59.3
1963 or before	60.0

1965	58,8
1964	59,3
1963 ou avant	60,0

- (5) The increase will be calculated on the pension being received under Part I on January 1, 1985, but a recomputation will be made on such later date as a pension is adjusted by reason of a recipient reaching age 65, or for any other reason consistent with the terms of Part I.
- (6) Any increase under this section shall be additional to any provided under Section 13A, as it read effective January 1, 1985.

- (5) L'augmentation est calculée sur la pension reçue au titre de la Partie I le 1er janvier 1985, mais un nouveau calcul est effectué lorsque la pension sera rajustée parce que le cotisant atteint l'âge de 65 ans, ou pour toute autre raison conforme aux dispositions de la Partie I.
- (6) Toute augmentation prévue à cet article s'ajoute à celle prévue à l'article 13A, tel qu'il se lisait le 1er janvier 1985.

13D. INCREASE TO PENSIONS

13D. AUGMENTATION DES PENSIONS

- (1)
- (a) "Part I" in this Section 13D, means the CBC Pension Plan as it was on the date indicated.
- (b) Effective January 1, 1987, every pension payable on that date under the terms of Part I in respect of every eligible recipient shall be increased, as provided herein.
- (2) For the purpose of this Section 13D, an eligible recipient is either
- (a) a retired employee of the Corporation who was in receipt of pension benefits under the terms of Part I on January 1, 1985, or
- (b) a survivor eligible for benefits under Part I as a result of the death of
- (i) a retired employee who was receiving a pension on or before January 1, 1985, or
- (ii) a contributor who died before January 1, 1985, or
- (c) a retired employee of the Corporation who had terminated his employment with the Corporation prior to January 1, 1985, with right to a deferred pension, and whose pension became payable on or before January 1, 1987.
- (3) For the purposes of Section 13D(2) foregoing, a retired employee shall include a former employee in receipt of pension who had terminated with right only to a deferred pension and a survivor shall include a survivor of such a former employee.
- (4) The increased pension shall be calculated in accordance with Section 13D(5) subject to the minimum increase of Section 13D(6) where applicable.

- (1)
- a) Par "Partie I" dans cet article 13D, on entend le Régime de retraite de Radio-Canada en vigueur à la date indiquée.
- b) À compter du 1er janvier 1987, les pensions versées à cette date aux prestataires admissibles, au titre de la Partie I, sont majorées conformément aux présentes dispositions.
- (2) Aux fins de l'article 13D, prestataire admissible s'entend :
- a) d'un employé à la retraite de la Société qui recevait des prestations de retraite en vertu du régime de retraite le 1er janvier 1985, ou
- b) d'une personne admissible aux prestations au titre de la Partie I à la suite du décès
- (i) d'un employé à la retraite qui a reçu une pension le 1er janvier 1985 ou avant, ou
- (ii) d'un cotisant décédé avant le 1er janvier 1985, ou
- c) d'un employé à la retraite de la Société qui a quitté la Société avant le 1er janvier 1985 en ayant droit à une pension différée et dont la pension lui a été servie le ou avant le 1er janvier 1987.
- (3) Pour les besoins de l'article 13D(2) ci-dessus, par employé retraité on entend également un ancien employé qui touche une pension après avoir quitté son emploi en ayant droit seulement à une pension différée et par survivant, également un survivant d'un tel ancien employé.
- (4) L'augmentation de la pension se calcule conformément à l'article 13D(5), sous réserve du minimum prévu à l'article 13D(6), le cas échéant.

(5) The increased pension shall be calculated in accordance with the following table based on the applicable year, namely:

- (a) the contributor's year of retirement, or
- (b) in the case of a contributor who terminated with a right to a deferred pension, the year of termination of his/her employment, or
- (c) in the case of a contributor who died while an employee, the year of his/her death.

Year	Percentage Increase
1963 or before	64.1 %
1964	63.4
1965	62.6
1966	62.1
1967	61.0
1968	59.5
1969	59.3
1970	59.3
1971	57.5
1972	53.0
1973	45.7
1974	38.8
1975	34.9
1976	30.7
1977	25.9
1978	21.1
1979	15.8
1980	9.1
1981	3.9
1982	2.1
1983	1.3
1984	.7

The increased pension shall be calculated on the pension that would have been received under Part I on January 1, 1987, if Sections 13B and 13C had not applied. A recomputation shall be made on such later date as a pension is adjusted by reason of a recipient reaching age 65 or for any other reason consistent with the terms of Part I.

- (6) Except for former employees or other survivors as defined in Section 13D(3), in no case will the increase in pension for eligible recipients whose applicable year, as defined in Section 13D(5), is 1974 or earlier, be less than \$25 per month. No recomputation of this amount need be made on a later date.
- (7) Any increase under this section shall be additional to any provided under Section 13A, as it read effective January 1, 1987.

(5) L'augmentation de la pension se calcule conformément au tableau suivant, selon l'année applicable, à savoir :

- a) l'année du départ à la retraite du cotisant, ou
- b) dans le cas d'un cotisant qui a quitté son emploi en ayant droit à une pension différée, l'année de la cessation de son emploi, ou
- c) dans le cas d'un cotisant qui est décédé en cours d'emploi, l'année de son décès.

Année	Pourcentage de l'augmentation
1963 ou avant	64,1 %
1964	63,4
1965	62,6
1966	62,1
1967	61,0
1968	59,5
1969	59,3
1970	59,3
1971	57,5
1972	53,0
1973	45,7
1974	38,8
1975	34,9
1976	30,7
1977	25,9
1978	21,1
1979	15,8
1980	9,1
1981	3,9
1982	2,1
1983	1,3
1984	0,7

L'augmentation de la pension se calcule en fonction de la pension que la personne aurait reçue au titre de la Partie I, le 1er janvier 1987, si les articles 13B et 13C ne s'étaient appliqués. Un nouveau calcul est effectué lorsque la pension est rajustée parce que le bénéficiaire atteint 65 ans ou pour toute autre raison conforme aux dispositions de la Partie I.

- (6) Sauf dans le cas d'anciens employés ou d'autres survivants visés à l'article 13D(3), nulle augmentation de pensions servies à des bénéficiaires qui y ont droit depuis 1974 ou avant, selon l'article 13D(5), ne saurait être inférieure à 25 \$ par mois. Ce montant n'a pas besoin d'être recalculé à une date ultérieure.
- (7) Toute augmentation en vertu de cet article s'ajoute à celle prévue à l'article 13A, tel qu'il se lisait le 1er janvier 1987.

13E. INCREASE TO PENSIONS

- (1) Effective January 1, 1988, every pension payable on that date under the terms of this Pension Plan in respect of every eligible recipient shall be increased.
- (2) For purpose of this Section 13(E), an eligible recipient is either
 - (a) a retired employee of the Corporation who was in receipt of pension benefits under the terms of this Pension Plan on January 1, 1986, or
 - (b) a survivor eligible for benefits under this Pension Plan as a result of the death of
 - (i) a retired employee who was receiving a pension on or before January 1, 1986, or
 - (ii) a contributor who died before January 1, 1986, or
 - (c) a retired employee of the Corporation who had terminated his employment with the Corporation prior to January 1, 1986, with right to a deferred pension, and whose pension became payable on or before January 1, 1988.
- (3) For the purposes of subsection (2) of this Section 13(E) foregoing, a retired employee shall include a former member in receipt of pension who had terminated with right only to a deferred pension and a survivor shall include a survivor of such a former member.
- (4) The increased pension shall be calculated in accordance with the following table based on the applicable year, namely:
 - (a) the contributor's year of retirement, or
 - (b) in the case of a contributor who died while an employee, the year of his/her death.

Year	Percentage Increase
1985 or before	0.9 %

- (5) In the case of a contributor who terminated with a right to a deferred pension, the increase shall be calculated in accordance with the following table and shall be based on the year of termination of his/her employment.

13E. AUGMENTATION DES PENSIONS

- (1) Seront augmentées à compter du 1er janvier 1988, toutes les prestations de retraite payables à cette date au titre du régime de retraite, à toute personne admissible.
- (2) Pour les besoins du présent article 13E, on entend par personne admissible :
 - a) tout employé de la Société à la retraite qui touche des prestations en vertu de ce régime de retraite le 1er janvier 1986, ou
 - b) tout survivant ayant droit aux prestations au titre de ce régime de retraite à la suite du décès
 - (i) d'un employé retraité qui percevait des prestations de retraite le 1er janvier 1986 ou avant, ou
 - (ii) d'un cotisant décédé avant le 1er janvier 1986, ou
 - c) tout employé retraité de la Société qui avait cessé de travailler pour la Société avant le 1er janvier 1986, et avait alors droit à une pension différée qui devait lui être versée au plus tard le 1er janvier 1988.
- (3) Pour les besoins du paragraphe (2) du présent article 13E, on entend également par employé à la retraite tout ancien participant qui touche des prestations de retraite et qui avait cessé de travailler pour Radio-Canada en ayant droit seulement à une retraite différée, et survivant comprend également le survivant d'un tel ex-participant.
- (4) L'augmentation sera calculée selon la table suivante, basée
 - a) sur l'année de retraite du cotisant, ou
 - b) dans le cas d'un cotisant décédé alors qu'il était employé, l'année de son décès.

Année	Pourcentage de l'augmentation
1985 ou avant	0,9 %

- (5) Dans le cas d'un cotisant qui a pris sa retraite avec droit à une pension différée, l'augmentation sera calculée selon la table suivante et basée sur l'année de cessation d'emploi.

Year	Percentage Increase	Année	Pourcentage de l'augmentation
1963 or before	64.6 %	1963 ou avant	64,6 %
1964	64.6	1964	64,6
1965	63.9	1965	63,9
1966	63.4	1966	63,4
1967	62.5	1967	62,5
1968	60.9	1968	60,9
1969	60.7	1969	60,7
1970	60.7	1970	60,7
1971	59.0	1971	59,9
1972	54.5	1972	54,5
1973	47.0	1973	47,0
1974	40.0	1974	40,0
1975	36.0	1975	36,0
1976	31.8	1976	31,8
1977	27.0	1977	27,0
1978	22.2	1978	22,2
1979	16.9	1979	16,9
1980	10.1	1980	10,1
1981	4.9	1981	4,9
1982	3.0	1982	3,0
1983	2.2	1983	2,2
1984	1.6	1984	1,6
1985	0.9	1985	0,9

(6) The increase will be calculated on the pension being received under this Pension Plan on January 1, 1988, but a recomputation will be made on such later date as a pension is adjusted by reason of a recipient reaching age 65, or for any other reason consistent with the terms of this Pension Plan.

(6) L'augmentation est calculée sur la pension reçue en vertu de ce régime de retraite le 1er janvier 1988, mais il y aura un nouveau calcul ultérieurement quand la pension sera réajustée et quand le cotisant ou la cotisante atteindra l'âge de 65 ans, ou toute autre raison inhérente aux dispositions du présent régime de retraite.

(7) Any increase under this section shall be additional to any provided under Section 13, as it read effective January 1, 1988.

(7) Toute augmentation prévue en vertu de cet article s'ajoute à celle prévue à l'article 13, tel qu'il se lisait le 1er janvier 1988.

13F. INCREASE TO PENSIONS

- (1) Effective January 1, 1989, every pension payable on that date under the terms of this Part I in respect of every eligible recipient shall be increased.
- (2) For purpose of this Section 13F, an eligible recipient is either
 - (a) a retired employee of the Corporation who was in receipt of pension benefits under the terms of Part I January 1, 1987, or
 - (b) a survivor eligible for benefits under this Part I as a result of the death of
 - (i) a retired employee who was receiving a pension on or before January 1, 1987, or
 - (ii) a contributor who died before January 1, 1987, or

13F. AUGMENTATION DES PENSIONS

- (1) À compter du 1er janvier 1989, chaque pension devant être versée à cette date en vertu des dispositions de la Partie I, dans le cas de chaque prestataire admissible, sera augmentée.
- (2) Aux fins de l'article 13F, un prestataire admissible est soit
 - a) un employé à la retraite de la Société qui recevait des prestations de retraite en vertu des dispositions de cette Partie, le 1er janvier 1987, ou
 - b) un survivant admissible aux prestations en vertu de cette Partie I suite au décès de
 - (i) un employé à la retraite qui a reçu une pension le ou avant le 1er janvier 1987, ou
 - (ii) un cotisant décédé avant le 1er janvier 1987, ou

(c) a retired employee of the Corporation who had terminated his employment with the Corporation prior to January 1, 1987, with right to a deferred pension, and whose pension became payable on or before January 1, 1989.

c) un employé à la retraite de la Société qui avait terminé son service à la Société avant le 1er janvier 1987, ayant droit à une pension différée, et dont la pension est devenue payable le ou avant le 1er janvier 1989.

(3) For the purposes of subsection (2) of this Section 13F foregoing, a retired employee shall include a former member in receipt of pension who had terminated with right only to a deferred pension and a survivor shall include a survivor of such a former member.

(3) Aux fins du paragraphe (2) de l'article 13F déjà cité, un employé à la retraite inclut un ancien membre de la Caisse de retraite recevant une pension, qui avait terminé son service en ayant droit seulement à une pension différée, et un survivant inclut le survivant de cet ancien membre.

(4) Subject to subsection (5) of this Section 13F, the increased pension shall be calculated in accordance with the following table based on the applicable year, namely:

(4) Sous réserve de l'alinéa (5) du présent article 13F, la pension majorée sera calculée selon la table suivante basée sur l'année applicable, dont :

- (a) the contributor's year of retirement, or
- (b) in the case of a contributor who died while an employee, the year of his/her death.

- a) l'année de retraite du cotisant, ou
- b) dans le cas d'un cotisant décédé alors qu'il était encore employé, l'année de son décès.

Year	Percentage Increase
1986 or before	1.3 %

Année	Pourcentage de l'augmentation
1986 ou avant	1,3 %

(5) In the case of a contributor who terminated with a right to a deferred pension, the increase shall be calculated in accordance with the following table and shall be based on the year of termination of his/her employment.

(5) Dans le cas d'un cotisant qui a terminé son service avec un droit à une pension différée, l'augmentation sera calculée selon la table suivante et sera basée sur l'année de cessation de service.

Year	Percentage Increase
1963 or before	66.7 %
1964	66.7
1965	66.0
1966	65.5
1967	64.6
1968	63.0
1969	62.8
1970	62.8
1971	61.1
1972	56.5
1973	48.9
1974	41.8
1975	37.8
1976	33.5
1977	28.7
1978	23.8
1979	18.4
1980	11.5
1981	6.3
1982	4.3
1983	3.5
1984	2.9
1985	2.2
1986	1.3

Année	Pourcentage de l'augmentation
1963 ou avant	66,7 %
1964	66,7
1965	66,0
1966	65,5
1967	64,6
1968	63,0
1969	62,8
1970	62,8
1971	61,1
1972	56,5
1973	48,9
1974	41,8
1975	37,8
1976	33,5
1977	28,7
1978	23,8
1979	18,4
1980	11,5
1981	6,3
1982	4,3
1983	3,5
1984	2,9
1985	2,2
1986	1,3

- (6) The increase will be calculated on the pension being received under this Part I on January 1, 1989, but a recomputation will be made on such later date as a pension is adjusted by reason of a recipient reaching age 65, or for any other reason consistent with the terms of this Part I.
- (7) Any increase under this Sections 13F shall be additional to any provided under Sections 13A to 13E inclusive, as they read effective January 1, 1989.

- (6) L'augmentation sera calculée sur la pension reçue en vertu de cette Partie I le 1er janvier 1989, mais un autre calcul sera fait à une date ultérieure, quand la pension sera rajustée et que le prestataire atteindra l'âge de 65 ans, ou pour toute autre raison inhérente aux modalités de cette Partie I.
- (7) Toute augmentation en vertu de cet article 13F s'ajoutera à toute autre augmentation prévue aux articles 13A à 13E inclusivement, tels qu'ils se lisaient le 1er janvier 1989.

13G. INCREASE TO PENSIONS

- (1) Effective January 1, 1990, every pension payable on that date under the terms of this Part I in respect of every eligible recipient shall be increased.
- (2) For purpose of this Section 13G, an eligible recipient is either
 - (a) a retired employee of the Corporation who was in receipt of pension benefits under the terms of Part I January 1, 1988, or
 - (b) a survivor eligible for benefits under this Part I as a result of the death of
 - (i) a retired employee who was receiving a pension on or before January 1, 1988, or
 - (ii) a contributor who died before January 1, 1988, or
 - (c) a retired employee of the Corporation who had terminated his employment with the Corporation prior to January 1, 1988, with right to a deferred pension, and whose pension became payable on or before January 1, 1990.
- (3) For the purposes of subsection (2) of this Section 13G foregoing, a retired employee shall include a former member in receipt of pension who had terminated with right only to a deferred pension and a survivor shall include a survivor of such a former member.
- (4) Subject to subsection (5) of this Section 13G, the increased pension shall be calculated in accordance with the following table based on the applicable year, namely:
 - (a) the contributor's year of retirement, or

13G. AUGMENTATION DES PENSIONS

- (1) À compter du 1er janvier 1990, chaque pension devant être versée à cette date en vertu des dispositions de la Partie I, dans le cas de chaque prestataire admissible, sera augmentée.
- (2) Aux fins de l'article 13G, un prestataire admissible est soit
 - a) un employé à la retraite de la Société qui recevait des prestations de retraite en vertu des dispositions de cette Partie I le 1er janvier 1988, ou
 - b) un survivant admissible aux prestations en vertu de cette Partie I suite au décès de
 - (i) un employé à la retraite qui a reçu une pension le ou avant le 1er janvier 1988, ou
 - (ii) un cotisant décédé avant le 1er janvier 1988, ou
 - c) un employé à la retraite de la Société qui avait terminé son service à la Société avant le 1er janvier 1988, ayant droit à une pension différée, et dont la pension est devenue payable le ou avant le 1er janvier 1990.
- (3) Aux fins de l'alinéa (2) de l'article 13G déjà cité, un employé à la retraite inclut un ancien membre de la Caisse de retraite recevant une pension, qui avait terminé son service en ayant droit seulement à une pension différée, et un survivant inclut le survivant de cet ancien membre.
- (4) Sous réserve de l'alinéa (5) du présent article 13G, la pension majorée sera calculée selon la table suivante basée sur l'année applicable, dont :
 - a) l'année de retraite du cotisant, ou

(b) in the case of a contributor who died while an employee, the year of his/her death.

Year	Percentage Increase
1987 or before	1.5 %

(5) In the case of a contributor who terminated with a right to a deferred pension, the increase shall be calculated in accordance with the following table and shall be based on the year of termination of his/her employment.

Year	Percentage Increase
1963 or before	69.2 %
1964	69.2
1965	68.5
1966	68.0
1967	67.1
1968	65.4
1969	65.2
1970	65.2
1971	63.5
1972	58.8
1973	51.1
1974	43.9
1975	39.9
1976	35.5
1977	30.6
1978	25.7
1979	20.2
1980	13.2
1981	7.9
1982	5.9
1983	5.1
1984	4.4
1985	3.7
1986	2.8
1987	1.5

(6) The increase will be calculated on the pension being received under this Part I on January 1, 1990, but a recomputation will be made on such later date as a pension is adjusted by reason of a recipient reaching age 65, or for any other reason consistent with the terms of this Part I.

(7) Any increase under this Section 13G shall be additional to any provided under Sections 13A to 13F inclusive, as they read effective January 1, 1990.

13H. INCREASE TO PENSIONS

(1) Effective January 1, 1991, every pension payable on that date under the terms of this Part I in respect of every eligible recipient shall be increased.

b) dans le cas d'un cotisant décédé alors qu'il était encore employé, l'année de son décès.

Année	Pourcentage de l'augmentation
1987 ou avant	1,5 %

(5) Dans le cas d'un cotisant qui a terminé son service avec un droit à une pension différée, l'augmentation sera calculée selon la table suivante et sera basée sur l'année de cessation de service.

Année	Pourcentage de l'augmentation
1963 ou avant	69,2 %
1964	69,2
1965	68,5
1966	68,0
1967	67,1
1968	65,4
1969	65,2
1970	65,2
1971	63,5
1972	58,8
1973	51,1
1974	43,9
1975	39,9
1976	35,5
1977	30,6
1978	25,7
1979	20,2
1980	13,2
1981	7,9
1982	5,9
1983	5,1
1984	4,4
1985	3,7
1986	2,8
1987	1,5

(6) L'augmentation sera calculée sur la pension reçue en vertu de cette Partie I le 1er janvier 1990, mais un autre calcul sera fait à une date ultérieure, quand la pension sera rajustée et quand le prestataire atteindra l'âge de 65 ans, ou pour toute autre raison inhérente aux modalités de cette Partie I.

(7) Toute augmentation en vertu de cet article 13G s'ajoutera à toute autre augmentation prévue aux articles 13A à 13F inclusivement, tels qu'ils se lisaient le 1er janvier 1990.

13H. AUGMENTATION DES PENSIONS

(1) À compter du 1er janvier 1991, chaque pension devant être versée à cette date en vertu des dispositions de la Partie I, dans le cas de chaque prestataire admissible, sera augmentée.

- (2) For purpose of this Section 13H, an eligible recipient is either
- (a) a retired employee of the Corporation who was in receipt of pension benefits under the terms of this Part I on January 1, 1989, or
 - (b) a survivor eligible for benefits under this Part I as a result of the death of
 - (i) a retired employee who was receiving a pension on or before January 1, 1989, or
 - (ii) a contributor who died before January 1, 1989, or
 - (c) a retired employee of the Corporation who had terminated his employment with the Corporation prior to January 1, 1989, with right to a deferred pension, and whose pension became payable on or before January 1, 1991.

(3) For the purposes of subsection (2) of this Section 13H foregoing, a retired employee shall include a former member in receipt of pension who had terminated with right only to a deferred pension and a survivor shall include a survivor of such a former member.

- (4) Subject to subsection (5) of this Section 13H, the increased pension shall be calculated in accordance with the following table based on the applicable year, namely:
- (a) the contributor's year of retirement, or
 - (b) in the case of a contributor who died while an employee, the year of his/her death.

Year	Percentage Increase
1988 or before	1.5 %

- (5) In the case of a contributor who terminated with a right to a deferred pension, the increase shall be calculated in accordance with the following table and shall be based on the year of termination of his/her employment.

Year	Percentage Increase
1963 or before	71.7 %
1964	71.7
1965	71.0
1966	70.5
1967	69.6
1968	67.9

- (2) Aux fins de l'article 13H, un prestataire admissible est soit
- a) un employé à la retraite de la Société qui recevait des prestations de retraite en vertu des dispositions de cette Partie I le 1er janvier 1989, ou
 - b) un survivant admissible aux prestations en vertu de cette Partie I suite au décès de
 - (i) un employé à la retraite qui a reçu une pension le ou avant le 1er janvier 1989, ou
 - (ii) un cotisant décédé avant le 1er janvier 1989, ou
 - c) un employé à la retraite de la Société qui avait terminé son service à la Société avant le 1er janvier 1989, ayant droit à une pension différée, et dont la pension est devenue payable le ou avant le 1er janvier 1991.

(3) Aux fins de l'alinéa (2) de l'article 13H déjà cité, un employé à la retraite inclut un ancien membre de la Caisse de retraite recevant une pension, qui avait terminé son service en ayant droit seulement à une pension différée, et un survivant inclut le survivant de cet ancien membre.

- (4) Sous réserve de l'alinéa (5) du présent article 13H, la pension majorée sera calculée selon la table suivante basée sur l'année applicable, dont :
- a) l'année de retraite du cotisant, ou
 - b) dans le cas d'un cotisant décédé alors qu'il était encore employé, l'année de son décès.

Année	Pourcentage de l'augmentation
1988 ou avant	1,5 %

- (5) Dans le cas d'un cotisant qui a terminé son service avec un droit à une pension différée, l'augmentation sera calculée selon la table suivante et sera basée sur l'année de cessation de service.

Année	Pourcentage de l'augmentation
1963 ou avant	71,7 %
1964	71,7
1965	71,0
1966	70,5
1967	69,6
1968	67,9

1969	67.7
1970	67.7
1971	66.0
1972	61.2
1973	53.4
1974	46.1
1975	42.0
1976	37.5
1977	32.6
1978	27.6
1979	22.0
1980	14.9
1981	9.5
1982	7.5
1983	6.7
1984	6.0
1985	5.3
1986	4.3
1987	3.0
1988	1.5

1969	67,7
1970	67,7
1971	66,0
1972	61,2
1973	53,4
1974	46,1
1975	42,0
1976	37,5
1977	32,6
1978	27,6
1979	22,0
1980	14,9
1981	9,5
1982	7,5
1983	6,7
1984	6,0
1985	5,3
1986	4,3
1987	3,0
1988	1,5

- (6) The increase will be calculated on the pension being received under this Part I on January 1, 1991, but a recomputation will be made on such later date as a pension is adjusted by reason of a recipient reaching age 65, or for any other reason consistent with the terms of this Part I.
- (7) Any increase under this Section 13H shall be additional to any provided under Sections 13A to 13G inclusive, as they read effective January 1, 1991.

- (6) L'augmentation sera calculée sur la pension reçue en vertu de cette Partie I le 1er janvier 1991, mais un autre calcul sera fait à une date ultérieure, quand la pension sera rajustée et quand le prestataire atteindra l'âge de 65 ans, ou pour toute autre raison inhérente aux modalités de cette Partie I.
- (7) Toute augmentation en vertu de cet article 13H s'ajoutera à toute autre augmentation prévue aux articles 13A à 13G inclusivement, tels qu'ils se lisaient le 1er janvier 1991.

13I. INCREASE TO PENSIONS

- (1) Effective January 1, 1995, every pension payable on that date under the terms of this Part I to an eligible recipient shall be increased.
- (2) For purpose of this Section 13I, an eligible recipient is either:
- a) a retired employee of the Corporation who was in receipt of pension benefits under the terms of this Part I on January 1, 1982, or
 - b) a survivor receiving benefits under this Part I as a result of the death of
 - i) a retired employee who was receiving a pension on or before January 1, 1982, or
 - ii) a contributor who died before January 1, 1982.
 - c) a retired employee of the Corporation who had terminated his employment with the Corporation prior to January 1, 1982, with right to a deferred pension.

13I. AUGMENTATION DES PENSIONS

- (1) A compter du 1er janvier 1995, chaque pension payable à un prestataire admissible, et devant être versée à cette date en vertu des dispositions de la Partie I, sera augmentée.
- (2) Aux fins de l'article 13I, un prestataire admissible est soit :
- (a) un employé à la retraite de la Société qui recevait des prestations de retraite en vertu des dispositions de cette Partie I le 1er janvier 1982, ou
 - (b) un survivant admissible aux prestations en vertu de cette Partie I suite au décès
 - i) d'un employé à la retraite qui a reçu une pension le ou avant le 1er janvier 1982, ou
 - ii) d'un cotisant à la caisse de retraite décédé avant le 1er janvier 1982, ou
 - (c) un employé à la retraite de la Société ayant cessé son emploi à la Société avant le 1er janvier 1982, qui avait droit à une pension différée.

(3) For the purposes of subsection 2, of Section 13I, a retired employee shall include a former member in receipt of a pension whose employment had terminated with right only to a deferred pension and a survivor shall include a survivor of such former member.

(3) Aux fins du paragraphe 2 de l'article 13I ci-devant, un employé à la retraite inclut un ancien membre de la Caisse de retraite recevant une pension, qui avait terminé son service en ayant droit seulement à une pension différée, et un survivant inclut le survivant de cet ancien membre.

(4) The increase in pension shall be calculated in accordance with the following table based on the applicable year, namely:

(4) L'augmentation de la pension sera calculée selon la table ci-après basée sur l'année applicable, soit:

- a) the contributor's year of retirement, or year of termination of employment, if earlier
- b) in the case of a contributor who died while an employee, the year of his death;

- (a) l'année de retraite du cotisant ou l'année de sa cessation d'emploi si elle précède la première, ou
- (b) dans le cas d'un cotisant décédé alors qu'il était encore employé, l'année de son décès.

Year	Percentage Increase
1963 or before	60.0 %
1964	58.0
1965	56.0
1966	52.0
1967	50.0
1968	47.0
1969	42.0
1970	39.0
1971	34.0
1972	31.0
1973	31.0
1974	31.0
1975	25.0
1976	20.0
1977	17.0
1978	16.0
1979	16.0
1980	16.0
1981	13.0

Année	Pourcentage de l'augmentation
1963 or before	60,0 %
1964	58,0
1965	56,0
1966	52,0
1967	50,0
1968	47,0
1969	42,0
1970	39,0
1971	34,0
1972	31,0
1973	31,0
1974	31,0
1975	25,0
1976	20,0
1977	17,0
1978	16,0
1979	16,0
1980	16,0
1981	13,0

(5) The increase will be calculated on the pension being received under this Part I on January 1, 1995, but a recalculation will be made on such later date as a pension is adjusted by reason of a recipient reaching age 65, or for any other reason consistent with the terms of this Part I.

(5) L'augmentation sera calculée sur la pension reçue en vertu de cette Partie I le 1er janvier 1995, mais un autre calcul sera fait à une date ultérieure, lorsque la pension sera rajustée suite au fait que le prestataire atteindra l'âge de 65 ans, ou pour toute autre raison en accord avec les modalités de cette Partie I.

(6) Any increase under this Section 13I shall be additional to any increase provided for under Section 13A to 13H inclusive.

(6) Toute augmentation en vertu de cet article 13I s'ajoutera à toute autre augmentation prévue aux articles 13A à 13H inclusivement.

14. RIGHTS TO INFORMATION

14. DROIT À L'INFORMATION

(1) Each person who is an employee or about to become an employee and that person's spouse shall be given,

(1) Toute personne employée ou sur le point d'être employée par la Société, de même que son conjoint, recevra

- (a) a written explanation of the provisions of Part I and any applicable amendments thereto, within six months after the establishment of Part I or after the

- a) une explication écrite des dispositions de la Partie I et des amendements qui s'y rattachent, dans les six mois suivant l'institution de la Partie I ou de ses

making of an amendment, as the case may be, and

modifications, selon le cas, et

- (b) such other information as is required to be given by regulations made under the Pension Benefits Standards Act, 1985.
- (2) Employees and the spouses of employees will be given, within six months after each of the plan years ending December 31, 1989, and December 31, 1992, and thereafter annually within six months after the end of each year of operation of Part I, a written statement showing
- (a) the pension benefits to which the employee is entitled under Part I at the end of that year,
 - (b) the value of accumulated contributions made under Part I by the employee since contributions began to be made,
 - (c) the ratio of the assets of Part I to the liabilities of Part I on a going-concern basis as reported in the latest actuarial report respecting Part I filed with the Superintendent, and
 - (d) any other information required by the Pension Benefits Standards Act, 1985, and regulations made thereunder.
- (3) Each employee and the employee's spouse may, once in each year of operation of Part I, either personally or by an agent authorized in writing for that purpose examine a copy of
- (a) Part I, and regulations made thereunder,
 - (b) any amendment to Part I or any document that creates or supports Part I or the fund established pursuant to Part I,
 - (c) any other documents which the Pension Board is required to file with the Superintendent pursuant to the Pension Benefits Standards Act, 1985, and regulations made thereunder, and
 - (d) order a photocopy of any such documents.

For the purposes of this Section 14(3)

- (i) "Superintendent" means the Superintendent of Financial Institutions appointed pursuant to the Department of Insurance Act.
- (ii) Any examination of documents shall be made in the office of the Pension Board in the City of Ottawa, Ontario, during normal office hours and upon not less than five business days notice in writing.

- b) tout autre renseignement devant être donné en vertu des règlements de la Loi de 1985 sur les normes de prestation de pension.

- (2) Les employés et leurs conjoints recevront, dans les six mois suivant la fin des années de régime se terminant le 31 décembre 1989 et le 31 décembre 1992 et, par la suite, chaque année dans les six mois de la fin de chaque année de fonctionnement de la Partie I, un relevé écrit indiquant
- a) les prestations de pension auxquelles le participant a droit, à la fin de l'année, au titre de la Partie I,
 - b) la valeur des cotisations versées au titre de la Partie I par l'employé et accumulée depuis le premier versement,
 - c) le rapport actif-passif établi en présumant le maintien indéfini de la Partie I, tel qu'il figure dans le dernier rapport actuariel relatif à la Partie I et déposé auprès du surintendant, et
 - d) tout autre renseignement prévu à la Loi de 1985 sur les normes de prestations de pension et ses règlements.

- (3) Tout employé, ainsi que son conjoint, ou leur mandataire autorisé par écrit, peut, une fois au cours de chaque année de fonctionnement de la Partie I, examiner un exemplaire de
- a) la Partie I et ses règlements,
 - b) toute modification à la Partie I ou tout document créant ou appuyant la Partie I ou la Caisse établie en vertu de la Partie I,
 - c) tout document que le Conseil de fiducie est tenu de remettre au surintendant en vertu de la Loi de 1985 sur les normes de prestation de pension et ses règlements, et
 - d) demander que l'on photocopie ces documents.

Pour les besoins de cet article 14(3)

- (i) "Surintendant" désigne le surintendant des institutions financières nommé conformément à la Loi sur le département des assurances.
- (ii) Tout examen des documents aura lieu dans le bureau du Conseil de fiducie de la Caisse de retraite à Ottawa, en Ontario, durant les heures d'ouverture normales, moyennant un préavis écrit d'au moins cinq jours ouvrables.

(iii) The Pension Board may require the payment of such reasonable fee as it may fix for the order of a photocopy of any document.

(4) Where an employee reaches final salary year for any cause, or where the whole or part of Part I is terminated, the Pension Board shall give to that employee (or, in the case of termination, each employee) and to the employee's spouse (and in the case of the employee's death, to the employee's legal representative) a written statement of the employee's pension benefits and other benefits payable under Part I within thirty days after the date on which the employee reaches final salary year or the date of termination of Part I or part thereof as the case may be.

15. OPTIONAL FORMS OF PENSION AND SPECIAL SETTLEMENTS

(1) Subject to Sections 15(2) and 15(3) hereunder, the Pension Board may make available to contributors other optional forms of pension which are the actuarial equivalent of the pension otherwise payable, provided that such optional forms of pension are not contrary to any applicable act, law or regulation made under the authority of the Government of Canada.

(2) If a contributor has a spouse when pension payments begin to be paid to him and no spousal waiver has been filed in a form acceptable to the Pension Board,

(a) unless the surviving spouse's pension which Part I otherwise provides (herein called the normal spouse's pension) equals at least 60% of that payable to the contributor, he shall be deemed to have elected the 60% survivor option whereby, in lieu of the normal spouse's pension, the surviving spouse will receive a pension equal to 60% of the pension which the contributor would have received if he had survived, the amount of the contributor's pension being the actuarial equivalent of that payable with the normal spouse's pension, and

(b) no option may be elected to provide a pension to the surviving spouse of less than 60% of the pension that would have been payable to the contributor if he had survived.

Notwithstanding the foregoing, an option through which the amount of the contributor's pension only is adjusted so as to vary by

(iii) Le Conseil de fiducie peut exiger le paiement d'un droit raisonnable qu'il établira pour photocopier un document.

(4) Lorsqu'un employé atteint sa dernière année de salaire pour quelque raison que ce soit, ou que la Partie I prend fin, en totalité ou en partie, le Conseil de fiducie remet à l'employé (ou à tous les employés s'il s'agit de la fin du régime) ainsi qu'à son conjoint (et, en cas de décès de l'employé, au représentant juridique de l'employé) un relevé écrit de la pension et des autres prestations payables en vertu de la Partie I dans les 30 jours suivant la date à laquelle l'employé atteint sa dernière année de salaire ou de la date de l'expiration de la Partie I ou de certaines de ses dispositions, selon le cas.

15. MODES FACULTATIFS DE VERSEMENT ET MODALITÉS DE RÈGLEMENT PARTICULIÈRES

(1) Sous réserve des articles 15(2) et 15(3) ci-dessous, le Conseil de fiducie peut proposer aux cotisants des modes de versement facultatifs qui sont l'équivalent actuariel de la pension normalement payable, pourvu que ceux-ci soient conformes aux lois et règlements établis sous l'autorité du gouvernement du Canada.

(2) Lorsqu'un cotisant a un conjoint au moment où la pension commence à lui être servie et qu'il n'a pas fourni d'exonération de conjoint selon des modalités acceptables au Conseil de fiducie,

a) à moins que la pension au conjoint survivant normalement prévue à la Partie I (ci-après appelée la pension normale du conjoint) ne soit équivalente à au moins 60 % de la pension payable au cotisant, il est réputé avoir choisi l'option prévoyant une pension de survivant de 60 % en vertu de laquelle le conjoint survivant a droit, au lieu de la pension normale de conjoint, à une pension égale à 60 % de celle que le cotisant aurait reçue s'il avait vécu, le montant de la pension du cotisant étant l'équivalent actuariel de la pension payable selon le mode de versement normal, et

b) il ne saurait choisir une option qui procurerait au conjoint survivant une pension inférieure à 60 % de la pension qui aurait été payable au cotisant s'il avait vécu.

Nonobstant ce qui précède, le cotisant ne peut retenir d'option en vertu de laquelle seule la pension du cotisant

reference to the amount of pension payable under the Old Age Security Act may be elected as long as the pension that would be payable to the surviving spouse following the contributor's death is at least 60% of the pension that would have been payable to such contributor, except for such adjustment, had the contributor survived.

(3)

(a) In this Section 15(3) -

“provincial property law” means the law of a province relating to the distribution, pursuant to a court order or agreement between the spouses, of the property of the spouses on divorce, annulment or separation, and

“spouse” has

- (i) in the definition “provincial property law” in this subsection the same meaning that it has in the applicable provincial property law, regardless of whether the provincial property law uses the word “spouse” or uses another expression, and
- (ii) in relation to a court order, the same meaning as in paragraph (i) above, and
- (iii) in relation to an assignment or agreement to which reference is made in this subsection, the same meaning as in the definition of spouse in Section 3(oa).

(b) Subject to this Section 15, pension benefits, pension benefit credits and any other benefit under Part I shall, on divorce, annulment or separation, be subject to the applicable provincial property law.

(c) A pension benefit, pension benefit credit or other benefit under Part I that is subject to provincial property law is not subject to the Pension Benefits Standards Act, 1985 relating to the valuation or distribution of pension benefits, pension benefit credits or other benefits under Part I as the case may be.

(d) Notwithstanding anything in this Section 15(3) or in provincial property law, a contributor may assign to a spouse all or part of such contributor's pension benefit, pension benefit credit or other benefit under Part I effective as of divorce, annulment or separation, and in the event of such assignment the spouse

est rajustée de manière à différer par rapport au montant de la pension payable au titre de la Loi sur la sécurité de la vieillesse que dans la mesure où la pension qui aurait été payable au conjoint survivant après le décès du cotisant correspond à au moins 60 % de la pension qui aurait été payée au cotisant, en l'absence de ce rajustement, si le cotisant avait vécu.

(3)

a) Dans cet article 15(3) :

“droit provincial des biens” s’entend du droit d’une province régissant la répartition des biens des conjoints, conformément à l’ordonnance d’un tribunal ou d’une entente entre eux, lors du divorce, de l’annulation de mariage ou de la séparation, et

“conjoint”,

- (i) dans la définition de “droit provincial des biens” dans ce paragraphe, a le même sens que dans la Loi provinciale applicable, que celle-ci utilise le terme “conjoint” ou toute autre expression, et
- (ii) en ce qui a trait à une ordonnance du tribunal, a la même signification qu’au paragraphe (i) ci-dessus, et
- (iii) en ce qui a trait à toute cession ou entente dont il est question dans ce paragraphe, a le même sens que dans la définition de conjoint à l’article 3oa).

b) Sous réserve du présent article 15, les pensions ou autres prestations, ainsi que les droits à pension prévus par la Partie I sont, lors du divorce, de l’annulation de mariage ou de la séparation, assujettis au droit provincial des biens applicable.

c) Les pensions ou autres prestations et les droits à pension prévus à la Partie I et assujettis au droit provincial des biens ne sont pas soumis aux dispositions de la Loi de 1985 sur les normes de prestations de pension relatives à leur évaluation et à leur répartition.

d) Par dérogation au présent article 15(3) ou au droit provincial des biens, un cotisant peut céder à son conjoint toute partie de sa pension ou ses autres prestations ou de ses droits à pension prévus à la Partie I, cette cession prenant effet lors du divorce, de l’annulation de mariage ou de la séparation et, dans ce

shall, in respect of the assigned portion of such pension benefit, pension benefit credit or other benefit, be deemed for the purposes of Part I;

- (i) to have been a contributor under the terms of Part I, and
- (ii) to have reached final salary year under the terms of Part I as of the effective date of the assignment,

but a subsequent spouse of that spouse is not entitled to any pension benefit, pension benefit credit or other benefit under Part I in respect of that assigned portion.

- (e) Where, pursuant to this Section 15(3), all or part of a pension benefit, pension benefit credit or other benefit of a contributor is required to be distributed to that contributor's spouse under a court order or an agreement between the spouses, the Pension Board on receipt of

- (i) a written request from the contributor or the contributor's spouse that all or part of the pension benefit, pension benefit credit or other benefit, as the case may be, be distributed in accordance with the court order or the agreement, and
- (ii) a copy of the court order or agreement,

shall determine and henceforth administer the pension benefit, pension benefit credit or other benefit, as the case may be, in authorized manner, in accordance with the court order or agreement; however in the case of a court order, the Pension Board shall not administer the pension benefit, pension benefit credit or other benefit in accordance with the court order until all appeals therefrom have been finally determined or the time for appealing has expired.

- (f) On receipt of a request referred to in Section 15(3)(e)(i) the Pension Board shall notify the non-requesting spouse of the request and shall provide that spouse with a copy of the court order or agreement submitted in support of the request, but this requirement does not apply in respect of a request or an agreement received by the Pension Board in a form or manner that indicates that it was jointly submitted by the two spouses.

cas, le conjoint est réputé, en ce qui a trait à la portion cédée de sa pension ou autres prestations ou de ses droits à pension, pour les besoins de la Partie I :

- (i) avoir été cotisant au titre de la Partie I, et
- (ii) avoir atteint sa dernière année de salaire au titre de la Partie I à compter de la date d'effet de la cession,

étant précisé qu'un conjoint qui remplacerait ledit conjoint n'a droit à aucune prestation de retraite ou autre, ni droits à pension, au titre de la Partie I en ce qui a trait à la partie cédée.

- (e) Dans le cas où, en application de cet article 15(3), la totalité ou une partie de la pension ou des autres prestations ou des droits à pension d'un cotisant doit être attribuée au conjoint du cotisant en vertu d'une ordonnance du tribunal ou d'une entente entre les conjoints, le Conseil de fiducie doit, sur réception des documents suivants,

- (i) demande écrite du cotisant ou de son conjoint visant à faire effectuer le partage visé par l'ordonnance ou l'entente;
- (ii) copie de l'ordonnance ou de l'entente,

évaluer et gérer ces prestations ou ces droits conformément aux modalités réglementaires et à l'ordonnance ou l'entente en cause; étant précisé que s'il s'agit d'une ordonnance de tribunal, le Conseil de fiducie n'accordera aucune prestation tant que les procédures d'appel qui pourraient en découler n'auront pas abouti, ou tant que le délai accordé pour faire appel n'aura pas expiré.

- f) Sur réception de la demande visée à l'article 15(3)(e)(i), le Conseil de fiducie en informera l'autre conjoint et lui transmettra une copie de l'ordonnance ou de l'entente à l'appui de la demande, étant précisé que cette disposition ne s'applique pas si le Conseil de fiducie a reçu une demande ou une entente soumise conjointement par les deux conjoints.

(g) Where, pursuant to this Section 15(3), all or part of a pension benefit of a contributor is required to be distributed to that contributor's spouse under a court order or an agreement between the spouses, the contributor's pension, including the pension to the surviving spouse, may be adjusted so that it becomes payable as two separate pensions, one to the contributor and the other to the contributor's spouse, if the aggregate of the actuarial present values of the two pensions and other benefits is not less than the actuarial present value of such contributor's pension including any other benefits in respect of the contributor.

(h) Notwithstanding the provisions of this Section 15(3)(b), the aggregate of

- (i) the actuarial present value of the pension benefit or other benefit paid to the contributor and
- (ii) the actuarial present value of the pension benefit or other benefit paid to such contributor's spouse

pursuant to Section 15(3) shall not be greater than the actuarial present value of the pension benefit or other benefit, as the case may be, that would have been payable to the contributor had the divorce, annulment or separation not occurred.

g) Lorsque, conformément à cet article 15(3), les prestations de retraite d'un cotisant doivent, en totalité ou en partie, être octroyées au conjoint du cotisant en vertu d'une ordonnance du tribunal ou d'une entente entre les conjoints, la pension du cotisant, y compris la pension du conjoint survivant, peut être rajustée de manière à être versée en deux pensions distinctes, l'une au cotisant et l'autre au conjoint du cotisant, pourvu que l'ensemble de la valeur actuarielle des deux pensions et autres prestations ne soit pas inférieure à la valeur actuarielle de la pension de ce cotisant, y compris toutes autres prestations payables à son égard.

h) Nonobstant les dispositions de cet article 15(3)b), l'ensemble de

- (i) la valeur actuarielle de la pension ou des autres prestations du cotisant, et
- (ii) la valeur actuarielle des prestations de retraite ou autres versées au conjoint de ce cotisant

conformément à l'article 15(3) ne saurait être supérieur à la valeur actuarielle de la pension ou des autres prestations, selon le cas, qui auraient été payables au cotisant en l'absence de divorce, d'annulation de mariage ou de séparation.

16. SINGLE SUPPLEMENTARY PAYMENT

A single payment of \$300.00 will be made to each person, other than a child, who, on January 1, 1992, was in receipt of an instalment of pension under the CBC Pension Plan and a further single payment of \$300.00 will be made to each person, other than a child, who, on January 1, 1993, was in receipt of an instalment of pension under the Plan.

17. SINGLE SUPPLEMENTARY PAYMENT

A single payment of \$500 will be made to each person, other than a child, who, on January 1, 1995 was in receipt of an instalment of pension under the CBC Pension Plan, and whose final salary year began January 1, 1982 or afterwards. Further single payments of \$500 each will be made on January 1, 1996 and January 1, 1997 to each person, other than a child, who, on these dates, is in receipt of an instalment of pension under the Plan, and whose final salary year began January 1, 1982 or afterwards.

16. PRESTATION SUPPLÉMENTAIRE UNIQUE

Une prestation unique de 300 \$ sera versée à chaque personne, autre qu'un enfant, qui, le 1er janvier 1992, touchait une prestation de pension en vertu du Régime de retraite de Radio-Canada. Une autre prestation unique de 300 \$ sera versée à chaque personne, autre qu'un enfant, qui, le 1er janvier 1993, touchait une prestation de pension en vertu du Régime de retraite.

17. PRESTATION SUPPLÉMENTAIRE UNIQUE

Une prestation unique de 500 \$ sera versée à toute personne, autre qu'un enfant, qui, le 1er janvier 1995, touchait une prestation de pension en vertu du Régime de retraite de la SRC, et dont la dernière année de salaire commençait le 1er janvier 1982 ou après. Une autre prestation unique de 500 \$ sera également versée les 1er janvier 1996 et 1997 à toute personne, autre qu'un enfant, qui, à ces dates, touchera une prestation de pension en vertu du Régime, et dont la dernière année de salaire commençait le 1er janvier 1982 ou après.

18. SINGLE SUPPLEMENTARY PAYMENT

A single payment of \$500 will be made to each person, other than a child, who, on January 1, 1998 was in receipt of an instalment of pension under the CBC Pension Plan. A further single payment of \$500 will be made on January 1, 1999 to each person, other than a child, who, on this date, is in receipt of an instalment of pension under the Plan.

18. PRESTATION SUPPLÉMENTAIRE UNIQUE

Une prestation unique de 500 \$ sera versée à toute personne autre qu'un enfant, qui, le 1er janvier 1998, touchait une prestation de pension en vertu du Régime de retraite de Radio-Canada. Une autre prestation unique de 500\$ sera également versée le 1er janvier 1999 à toute personne autre qu'un enfant qui, à cette date, touchera une prestation en vertu du régime.

REGULATION 1

The rate of interest to be used in computing the amount of Accumulated Employee Contributions

The rate of interest to be used in computing the amount of accumulated employee contributions is to be three percent per annum compounding annually in respect of periods up to and including June 30, 1982 and, in respect of any subsequent periods, at such rate as will be declared by the Corporation from time to time for such periods, to be applied on the assumption that all contributions made in a fiscal year were made in one lump sum at the end of such year, except that all contributions made in the last fiscal year in which a contributor was an employee shall be deemed to have been made on the day on which he/she ceases to be an employee. For purposes of this regulation, "fiscal year" shall be the period of twelve months ending on December 31st each year; the fiscal year ending on December 31, 1971, shall be deemed to have commenced on the 1st day of April 1971.

Notwithstanding the foregoing, effective January 1, 1987 the following rules shall apply in computing the accumulated employee contributions.

- (a) The rate of interest accruing from January 1, 1987 on contributions made before that date as well as contributions made from that date shall be based on the rate prescribed in the directive of the Superintendent of Financial Institutions (Canada).
- (b) Based on the directive of June 30, 1987, which prescribes the use of CANSIM series B14045, the annual rate for any full calendar year shall be determined as the arithmetic average of the values of said series, as published by the Bank of Canada, for the 12 months commencing with November of the year preceding the said calendar year, and the annual rate for any partial calendar year shall be equal to the annual rate used for the preceding full calendar year.
- (c) Interest on contributions made after 1986 shall accrue from the end of the calendar month of contribution on the assumption that contributions made in a calendar year are equally divided among the months of that calendar year, but excluding any month following the month in which the employee terminates, dies or retires, and excluding any month preceding the month in which the employee becomes a contributor.
- (d) Interest for a fraction of a calendar year shall be calculated on the basis of simple interest, and
- (e) interest shall accrue to the date of termination, death, retirement or the last day of the month preceding the month of payment of return of contribution or of transfer of value of benefits, whichever may apply.

RÈGLEMENT 1

Taux d'intérêt à utiliser dans le calcul du montant des cotisations salariales accumulées

Le taux d'intérêt appliqué dans le calcul du montant des cotisations salariales accumulées est de trois pour cent par année composé annuellement jusqu'au 30 juin 1982 inclusivement, et par la suite il sera déterminé par la Société à l'occasion. Aux fins du calcul, toutes les cotisations versées au cours d'une année financière sont réputées l'avoir été en un seul versement à la fin de ladite année; toutefois, toutes les cotisations versées au cours de la dernière année où le cotisant était employé sont sensés l'avoir été le jour où il perd sa qualité d'employé. Aux fins du présent règlement, année financière désigne la période de douze mois qui se termine le 31 décembre de chaque année; l'année financière se terminant le 31 décembre 1971 sera censée avoir commencé le 1er avril 1971.

Nonobstant ce qui précède, à compter du 1er janvier 1987, les règlements suivants s'appliqueront au calcul des cotisations salariales accumulées.

- a) Le taux de l'intérêt couru à partir du 1er janvier 1987 sur les cotisations effectuées avant cette date, ainsi que les cotisations versées à partir de cette date, correspondra au taux prescrit dans les directives du surintendant des institutions financières du Canada.
- b) Selon les directives du 30 juin 1987, qui prescrivent l'utilisation des séries CANSIM B14045, le taux annuel pour toute année civile complète est déterminé selon la moyenne arithmétique des valeurs de la série, telle qu'elle est publiée par la Banque du Canada, pour les douze mois commençant en novembre de l'année précédant ladite année civile, et le taux annuel pour toute partie d'une année civile est égal au taux annuel utilisé pour l'année civile complète précédente.
- c) L'intérêt sur les cotisations versées après 1986 court à partir de la fin du mois civil de cotisation, en supposant que les cotisations versées pendant l'année civile sont divisées de façon égale entre les mois de cette année civile, mais en excluant tout mois qui suit celui au cours duquel l'employé quitte son emploi, décède ou prend sa retraite et tout mois précédent celui pendant lequel l'employé devient cotisant.
- d) L'intérêt correspondant à une fraction de l'année civile est calculé sur la base d'un intérêt simple.
- e) L'intérêt court jusqu'à la date de cessation d'emploi, du décès, de la retraite ou du dernier jour du mois précédent celui du remboursement des cotisations ou du transfert de la valeur des prestations, selon le cas.

- (f) Interest shall be credited at least once every plan year.
- (g) Interest on redesignated employee contributions from January 1, 2000 shall be based on the rate of return on the actuarial value of assets, as calculated by the actuary and approved by the Corporation, and shall accrue to the last day of the month preceding the month of payment or transfer, whichever may apply.

REGULATION 2

Identification of Wage Index

In this Regulation

“Industrial Composite” means the average of weekly earnings at the industrial aggregate level in Canada as calculated by Statistics Canada and published monthly in the Bank of Canada Review under CANSIM Series L1241 or comparable successor publication.

“Average of Industrial Composite” means, for any calendar year, the arithmetic average of the Industrial Composite for the period of 12 months ending with the month of June of the preceding calendar year.

“Wage Index” means, for any calendar year, the result obtained by multiplying a) by b), where

- a) is the Wage Index for the preceding calendar year, and
- b) is the ratio of the Average of Industrial Composite for the calendar year to the Average of Industrial Composite for the year preceding said calendar year.

Notwithstanding the foregoing, the Wage Index for 1983 shall be equal to 1.00000 and the Wage Index for any subsequent calendar year shall be rounded to the nearest fifth decimal point.

- f) L'intérêt est crédité au moins une fois par année de régime.
- g) L'intérêt que portent les cotisations salariales transformées à compter du 1er janvier 2000 est fonction du taux de rendement de la valeur actuarielle de l'actif, taux calculé par l'actuaire et approuvé par la Société, et court jusqu'au dernier jour du mois précédant le mois du paiement ou du transfert, selon le cas.

RÈGLEMENT 2

Détermination de l'indice des salaires

Dans ce règlement :

“Indice synthétique des industries” signifie la moyenne des gains hebdomadaires pour l'ensemble de l'industrie au Canada, selon les calculs de Statistique Canada publiés chaque mois dans la Revue de la Banque du Canada, sous la série Cansim L1241 ou de toute publication semblable qui lui succédera.

“Moyenne de l'indice synthétique des industries” signifie, pour toute année civile donnée, la moyenne arithmétique de l'indice synthétique des industries pour la période de 12 mois se terminant le mois de juin de l'année civile précédente.

“Indice des salaires” signifie, pour toute année civile donnée, le résultat obtenu en faisant le produit de a) par b)

- a) étant l'indice des salaires pour l'année civile précédente, et
- b) étant le rapport de l'indice synthétique moyen des industries pour l'année civile à la moyenne de l'indice synthétique des industries de l'année précédente.

Nonobstant ce qui précède, l'indice des salaires de 1983 est égal à 1,00000 et l'indice des salaires pour chaque année civile subséquente est arrondi à la cinquième décimale la plus proche.

PART II

PARTIE II

1. SHORT TITLE

These provisions may be cited as the CBC Pension Plan Part II, and are hereinafter sometimes referred to as "Part II".

1. TITRE ABRÉGÉ

Les dispositions suivantes peuvent être désignées sous le titre de Régime de retraite de la Société Radio-Canada, Partie II, et parfois ci-après sous le terme de "Partie II"

2. EFFECTIVE DATE

This Part II, which shall become effective on January 1, 1992, has been established pursuant to the Pension Benefits Standards Act, 1985, to provide pension benefits for part-time employees of the Corporation.

2. DATE D'ENTRÉE EN VIGUEUR

Cette Partie II, qui entre en vigueur le 1er janvier 1992, a été établie conformément aux dispositions de la Loi de 1985 sur les normes de prestation de pension afin d'assurer des prestations de retraite aux employés à temps partiel de la Société.

3. DEFINITIONS

In Part II and the Regulations made hereunder, unless the context otherwise requires:

3. DÉFINITIONS

Dans la Partie II et dans ses règlements d'exécution, sauf indication textuelle contraire :

- (a) "accumulated employee contributions" means the entire amount paid by the contributor under Part II, either during his entire period of pensionable service unless otherwise specified, or during such part or in respect of such part of his pensionable service as may be specified, together with interest thereon calculated in the prescribed manner; and for contributors whose final salary year is 2000 or later and for former contributors who are entitled to benefits under the plan as at January 1, 2000, shall mean the amount after redesignation of employee contributions as described in subsection 6(5);
- (b) "actuarial equivalent" means a benefit of equal value, based on actuarial bases approved by the Corporation from time to time in effect on the date on which the benefits related thereto commence to be payable, except that to the extent that any applicable law authorized actuarial bases for the purpose of either determining minimum transfer values or for other benefits the actuarial equivalent shall never be less than as calculated on the applicable authorized actuarial basis.
- (ba) "adjusted pensionable earnings" for any calendar year shall mean the product of
- a contributor's salary for that year
and
the ratio of the average of the Wage Index for the final salary year and the four preceding calendar years to the Wage Index for that calendar year;

- a) "Cotisations salariales accumulées" signifie la totalité des sommes versées par le cotisant au titre de la Partie II, soit pendant toute la durée de son service ouvrant droit à pension, sauf stipulation contraire, soit durant ou pour les périodes de son service ouvrant droit à pension spécifiées, ainsi que les intérêts calculés selon les modalités prévues par règlement, et pour les cotisants dont la dernière année de salaire est l'année 2000 ou une année postérieure et pour les anciens cotisants qui au 1er janvier 2000 ont des droits à pension en vertu du régime, le terme désigne la somme résultant de la transformation des cotisations salariales visée à l'article 6(5).
- b) "Équivalent actuariel" signifie une prestation de valeur égale, fondée sur des bases actuarielles approuvées par la Société de temps à autre, en vigueur au moment où débute le service de la prestation, étant précisé que dans la mesure où une loi applicable établit une base actuarielle pour déterminer soit le montant minimum d'un transfert, soit d'autres prestations, l'équivalent actuariel ne saurait en aucun cas être inférieur au montant ainsi calculé.
- ba) "Gains ouvrant droit à pension rajustés" pour toute année civile donnée signifie le produit :
- du salaire du cotisant pour cette année-là,
et
le rapport entre l'indice des salaires moyens de la dernière année de salaire et des quatre années civiles précédentes, et l'indice des salaires pour cette année civile.

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| <p>(bb) "authorized" means authorized by the Pension Benefits Standard Regulations, 1985, as amended, modified, or added to from time to time;</p> | <p>bb) "Autorisé" signifie autorisé par les règlements de 1985 sur les normes de prestation de pension, avec les modifications ou rajouts qui y sont apportés de temps à autre.</p> |
| <p>(bc) "bridge benefit" means the difference between the pension payable to a contributor on commencing to receive such benefit and the amount of lifetime pension payable from age 65, without taking into account the effect of indexation.</p> | <p>bc) "Prestation de raccordement" signifie la différence entre la pension payable à un cotisant au moment où débute le service de celle-ci et le montant de la pension viagère payable à partir de 65 ans, sans tenir compte de l'incidence de l'indexation.</p> |
| <p>(c) "child" means a person who is under eighteen years of age, or if in full-time attendance at a school or university who is under twenty-one years of age (effective January 1, 1992, twenty-five years of age), who is the natural child, adopted child or step-child of a deceased contributor, provided always that the same child shall not qualify as such in respect of more than one contributor;</p> | <p>c) "Enfant" désigne une personne âgée de moins de dix-huit ans ou, si elle fréquente l'école ou l'université à temps plein, âgée de moins de vingt-et-un ans (vint-cinq ans à compter du 1er janvier 1992), qui est l'enfant naturel, l'enfant adoptif, le beau-fils ou la belle-fille du cotisant décédé, étant entendu qu'un même enfant ne saurait être admissible en cette qualité à l'égard de plus d'un cotisant.</p> |
| <p>(d) "contributor" means a person who contributes or has formerly contributed under Part II;</p> | <p>d) "Cotisant" désigne une personne qui cotise ou qui a cotisé au titre de la Partie II.</p> |
| <p>(e) "contributory service" of a contributor means the sum of any periods during which such contributor,</p> | <p>e) "Service cotisable" d'un cotisant signifie la somme des périodes durant lesquelles celui-ci :</p> |
| <p>(i) rendered pensionable service under Part II, or</p> | <p>(i) a rendu un service ouvrant droit à pension au titre de la Partie II;</p> |
| <p>(ii) rendered contributory service under Part 1, or</p> | <p>(ii) a rendu un service cotisable au titre de la Partie I; ou</p> |
| <p>(iii) was on leave without payment of salary under Part II, or</p> | <p>(iii) était en congé sans salaire conformément à la Partie II; ou</p> |
| <p>(iv) was a member of the "Régime des rentes à l'intention des employés de Cogeco Inc. et ses filiales participantes" or the "Régime de rentes des employés de Radio Saguenay Ltée" in the case of contributors who joined Part II on September 1, 2002 further to their transfer of employment from Cogeco to the Corporation as of that date.</p> | <p>(iv) était membre du Régime de rentes à l'intention des employés de Cogeco Inc. et ses filiales participantes ou du Régime de rentes des employés de Radio Saguenay Ltée dans le cas d'un cotisant qui a adhéré à la Partie II le 1er septembre 2002 suite à son transfert d'emploi de Cogeco à la Société à cette même date.</p> |
| <p>(f) "Corporation" means Canadian Broadcasting Corporation which is the administrator of the CBC Pension Plan Part II acting through the Pension Board;</p> | <p>f) "Société" signifie la Société Radio-Canada qui administre le régime de retraite de la Société Radio-Canada, Partie II, par l'entremise du Conseil de fiducie de la Caisse de retraite.</p> |
| <p>(g) "deferred pension" means an annual pension other than an immediate pension that becomes payable to the contributor pursuant to Part I on the first day of any month subsequent to the termination of his service with the Corporation but not earlier than the day following his optional retirement date and not later than the day following his normal retirement date;</p> | <p>g) "Pension différée" désigne une pension annuelle autre qu'une pension immédiate payable au cotisant en vertu de la Partie II, le premier jour d'un mois ultérieur à la fin de son service à Radio-Canada, au plus tôt le lendemain de la date facultative de sa retraite et au plus tard le jour suivant la date réglementaire de sa retraite.</p> |

(h) "disabled", with reference to a contributor, means that the contributor for medical reasons has become incapable, in the opinion of the President of the Corporation or his delegate, on the basis of certification by a medical practitioner and submission of any other proof of disability that may be deemed necessary in the opinion of the President of the Corporation or his delegate, of satisfactorily performing on a regular basis the duties of his office or former office or any other position with the Corporation commensurate with his qualifications and experience, provided that no contributor who is an employee at his normal retirement date shall then be regarded as disabled;

(i) "employee" means a person who is performing services for the Corporation and is employed in one of the following categories:

- (1) temporary part time, or
- (2) permanent part time, or
- (3) effective September 1, 2002, contract part-time member of the "Association des réalisateurs", or
- (4) effective January 1, 2003, contract part-time member of the "Syndicat des Communications de Radio-Canada", or
- (5) effective January 1, 2006, contract part-time member of the Canadian Media Guild, or
- (6) such other equivalent category established by the Corporation from time to time.

"Employee" shall be deemed to include a person who is on leave from the Corporation without payment of salary when such person was so classified as an employee immediately prior to being granted such leave.

A person referred to under Section 3(i)(3) or Section 3(i)(4) does not cease to be considered an employee when there is a break in service of less than thirteen weeks that is solely due to a program's production scheduling. These breaks in service shall be treated in the same manner as leaves of absence from the Corporation without payment of salary are treated.

(j) "excess employee contributions" means the amount, if any, by which the accumulated employee contributions of a contributor exceeds fifty percent of the pension benefit credit of such contributor;

h) "Invalide" appliqué à un cotisant signifie que, pour des raisons d'ordre médical, celui-ci est incapable, dans l'opinion du président-directeur général de la Société ou de son délégué, moyennant l'attestation d'un médecin et de toute autre preuve d'invalidité jugée nécessaire dans l'opinion du président-directeur général de la Société ou de son délégué, de remplir régulièrement et de façon satisfaisante ses fonctions actuelles ou passées, ou d'occuper tout autre poste de la Société conforme à ses qualifications et son expérience, étant précisé qu'un cotisant qui est encore employé à la date réglementaire de sa retraite ne saurait être réputé invalide à ce moment-là.

i) "Employé" désigne une personne qui travaille pour la Société dans un poste appartenant à l'une des catégories suivantes :

- (1) temporaire à temps partiel, ou
- (2) permanent à temps partiel, ou
- (3) à compter du 1er septembre 2002, contractuel à temps partiel membre de l'Association des réalisateurs, ou
- (4) à compter du 1er janvier 2003, contractuel à temps partiel membre du Syndicat des Communications de Radio-Canada, ou
- (5) à compter du 1er janvier 2006, contractuel à temps partiel membre de la Guilde canadienne des médias, ou
- (6) toute autre catégorie équivalente établie par la Société de temps à autre.

Toute personne à qui la Société a accordé un congé non payé et qui avait qualité d'employé immédiatement avant de partir en congé est considérée comme un employé.

Toute personne désignée à l'article 3i)(3) ou à l'article 3i)(4) ne perd pas sa qualité d'employé s'il a un bris de service de moins de treize semaines dû uniquement à l'horaire de production d'une émission. Ces bris de service seront traités au même titre qu'un congé non payé accordé par la Société.

j) "Excédent des cotisations salariales" désigne toute portion des cotisations salariales accumulées qui excède cinquante pour cent des droits à pension du cotisant.

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| <p>(ja) "final salary year" of an employee means the calendar year during which such employee is not an employee as defined in either of Part I or Part II, and an employee shall be deemed to have reached final salary year on the date on which such employee is not an employee as defined in either of Part I or Part II;</p> | <p>ja) "Dernière année de salaire" d'un employé s'entend de l'année civile durant laquelle celui-ci cesse d'être employé au sens aussi bien de la définition de la Partie I que de la Partie II, et un employé est réputé avoir atteint sa dernière année de salaire à la date à laquelle il cesse d'être employé au sens de la Partie I ou de la Partie II.</p> |
| <p>(jb) "general service" of a contributor means a continuous period during which such contributor has been in the service of the Corporation, including service with Cogeco Inc. or any of its subsidiaries ("Cogeco") immediately prior to September 1, 2002 with respect to contributors whose employment has been transferred from Cogeco to the Corporation on September 1, 2002.</p> | <p>jb) "Service général" d'un cotisant désigne la période ininterrompue durant laquelle celui-ci a été au service de la Société, incluant le service auprès de Cogeco Inc. ou d'une de ses filiales ("Cogeco") avant le 1er septembre 2002 dans le cas de cotisants dont l'emploi a été transféré de Cogeco à la Société le 1er septembre 2002.</p> |
| <p>(k) "immediate pension" means an annual pension that becomes payable to or in respect of a contributor pursuant to Part II on the first day of the month next following the day on which the contributor ceased to be an employee, died or became disabled, as the case may be;</p> | <p>k) "Pension immédiate" désigne une pension annuelle payable à l'égard d'un cotisant, en vertu de la Partie II, le premier jour du mois qui suit le jour où le cotisant atteint sa dernière année de salaire, décède ou est frappé d'invalidité, selon le cas.</p> |
| <p>(l) "initial eligibility requirement" in respect of a person described in Section 4 of Part II means</p> | <p>l) "Conditions d'admissibilité initiales" en ce qui a trait à toute personne visée à l'article 4 de la Partie II signifie</p> |
| <p>(i) completion of twenty-four months of continuous employment with the Corporation, and that</p> | <p>(i) que celle-ci a à son actif 24 mois de service continu auprès de la Société, et</p> |
| <p>(ii) in respect of service with the Corporation as an employee, such person has earned at least thirty-five percent of the Year's Maximum Pensionable Earnings in each of two consecutive calendar years after December 31, 1984;</p> <p>In Section 3(l)(i), "continuous employment" may be either a period of employment for which salary was paid without interruption or the aggregate of a number of such periods of employment which are separated only by periods when salary was not paid as a result of leave of absence permitted by the Corporation;</p> | <p>(ii) que durant son service en tant qu'employé de la Société, celle-ci a gagné au moins 35 pour cent du maximum des gains ouvrant droit à pension au cours de chacune de deux années civiles consécutives postérieures au 31 décembre 1984.</p> <p>À l'article 3l)(i), "emploi continu" s'entend soit d'une période d'emploi pour laquelle un salaire a été versé sans interruption, soit de l'ensemble d'un certain nombre de périodes d'emploi interrompues uniquement par des périodes pour lesquelles aucun salaire n'a été versé du fait que l'employé était en congé sans salaire autorisé par la Société.</p> |
| <p>(m) "normal retirement date" of a contributor means the last day of the month in which the contributor attains the age of sixty-five years;</p> | <p>m) "Date réglementaire de la retraite" d'un cotisant désigne le dernier jour du mois au cours duquel celui-ci atteint l'âge de soixante-cinq ans.</p> |
| <p>(n) "optional retirement date" of a contributor means the day which is ten years and one day prior to the first day on which he might, under the terms of Part II, receive a pension which is not reduced for early retirement pursuant to Section 7(1)(c);</p> | <p>n) "Date facultative de la retraite" d'un cotisant désigne le jour qui tombe dix ans et un jour avant le premier jour où celui-ci aurait droit, en vertu de la Partie II, à une pension sans réduction, conformément aux dispositions de l'article 7(1)(c).</p> |
| <p>(o) "part time basis" in relation to an employee</p> | <p>o) "À temps partiel" s'entend d'un employé qui a</p> |

means engaged to work less than all or substantially all of the normally scheduled hours of work established for persons in the same category of employees covered by Part I;

- (p) "Part I" means Part I of the Canadian Broadcasting Corporation Pension Plan;
- (q) "pension benefit credit" in relation to a contributor or a spouse means the aggregate value at a particular time of that contributor's benefits or spouse's benefits as the case may be accrued under Part II, excluding any excess employee contributions, and, when in respect of a contributor who has died or has become disabled, calculated as if the contributor had not died or had not become disabled;
- (r) "Pension Board" means the CBC Pension Board of Trustees established by the Corporation;
- (s) "pensionable service" means, subject to Section 12(12), the periods for which salary is paid or deemed to have been paid according to Section 3(v), but shall not include any period for which a return of contributions has been made or a deferred or immediate pension granted or a pension benefit credit transferred. In this Section 3(s), only complete calendar months shall be deemed to count as pensionable service, and a complete calendar month shall be regarded as one-twelfth of a year;
- (t) "prescribed" means prescribed from time to time by regulation made by the Corporation, in respect of Part II;
- (u) "return of contributions" means a return of the accumulated employee contributions which may be paid to or in respect of the contributor under the terms of Part II;
- (v) "salary" of a contributor means the salary on which contributions are made under Part II and is exclusive of overtime and other supplementary remuneration that may be paid to the contributor from time to time. For the purpose of computing "adjusted pensionable earnings", the salary of a contributor shall be deemed to be:
 - (i) during any period of maternity leave, paternity leave, child care leave, adoption leave, absence without pay for childcare purposes, and compassionate care leave granted pursuant to the Corporation's policy regarding the granting of such leaves, if such periods are included in the contributor's pensionable service according to the Corporation's policy, provided that the contributor elects to and does make any required contributions thereto as specified in the Corporation's policy,

été engagé pour travailler moins que la totalité ou la majeure partie des heures de travail normalement prévues pour des employés de la même catégorie, couverts par la Partie I.

- p) "Partie I" désigne la Partie I du Régime de retraite de la Société Radio-Canada.
- q) "Droits à pension", appliqué à un cotisant ou à un conjoint, désigne la valeur globale, à un moment donné, des prestations du cotisant ou de son conjoint, selon le cas, accumulées au titre de la Partie II, tout excédent de cotisations salariales étant exclu et, lorsque le cotisant est décédé ou frappé d'invalidité, calculée comme s'il était encore vivant ou n'était pas invalide.
- r) "Conseil de fiducie" désigne le Conseil constitué par la Société pour administrer la caisse de retraite.
- s) "Service ouvrant droit à pension" ou "service-pension" désigne les périodes pour lesquelles un salaire a été ou est réputé avoir été versé conformément à l'article 3v), à l'exclusion de toute période qui a fait l'objet d'un remboursement de cotisations, d'une pension immédiate ou différée, ou d'un transfert de droits à pension. Pour les besoins de cet article 3s), seuls les mois civils complets sont pris en compte comme service ouvrant droit à pension, et un mois civil complet compte pour un douzième d'une année.
- t) "Prévu par règlement" signifie prévu par les règlements d'exécution de la Partie II, établis par la Société.
- u) "Remboursement des cotisations" s'entend des cotisations salariales accumulées, remboursées au cotisant ou en son nom conformément aux dispositions de la Partie II.
- (v) "Salaire" d'un cotisant désigne le salaire qui fait l'objet de cotisations versées au titre de la Partie II et exclut les heures supplémentaires de même que toute autre rémunération supplémentaire qui peut être versée à l'occasion au cotisant. Pour les besoins du calcul des gains ouvrant droit à pension rajustés, le salaire d'un cotisant est réputé être :
 - (i) durant toute période de congé de maternité, congé de paternité, congé pour soins d'enfant, congé d'adoption, congé non payé autorisé pour soins d'enfant, et congé de soignant accordé conformément à la politique de la Société sur ce type de congé, si ces périodes sont incluses dans le service-pension du cotisant conformément à la politique de la Société, à condition que la cotisant choisisse de verser et verse toute cotisation requise à cette fin selon la politique de la Société, le taux de

- salary at the rate paid to the contributor immediately before such leave begins, otherwise such leave shall be regarded as being leave without payment of salary; and
- (ii) for any period during which a contributor is in receipt of benefits under the long-term disability income plan made available to employees of the Corporation as part of the Corporation's benefit program:
- (A) for the calendar year or fraction thereof, for which such benefits are first payable, salary at the rate paid to the contributor immediately prior to such period;
- (B) for each subsequent calendar year or fraction thereof in such period, salary at the rate deemed to be paid to the employee at the end of the immediately preceding calendar year, adjusted by the lesser of the economic increase granted or negotiated for the preceding calendar year for the position held by the employee immediately prior to receiving such benefits or the increase in the Wage Index for the said calendar year. The adjustment shall not be made in the first calendar year subsequent to the commencement of long-term disability if the employee's salary had already been adjusted by the economic increase in the calendar year when he commenced to receive long-term disability benefits; and
- (iii) for any period during which salary is deferred under the Corporation's Deferred Salary Leave Plan, salary before allowances for contributions to the Deferred Salary Leave Plan; and
- (iv) during any period of leave under the Corporation's Deferred Salary Leave Plan, salary at the rate deemed to be paid to the contributor under paragraph (iii) above immediately before the leave, provided that the contributor elects to and does make contributions thereto at
- salaire versé au cotisant immédiatement avant le début du congé, à défaut de quoi ce congé sera considéré comme un congé sans salaire, et
- (ii) durant toute période au cours de laquelle un cotisant reçoit des prestations en vertu du régime d'assurance invalidité prolongée offert aux employés de la Société comme partie intégrante du régime d'avantages sociaux de la Société :
- (A) pour l'année civile ou fraction de cette même année au cours de laquelle ces prestations sont initialement payables, le taux de salaire versé au cotisant immédiatement avant cette période,
- (B) pour toute année ultérieure ou fraction de celle-ci pendant laquelle l'employé touche des prestations, le salaire au taux devant être payé à l'employé à la fin de l'année civile précédant immédiatement, rajusté par le moindre des facteurs de redressement suivants : soit l'augmentation économique accordée ou négociée pour l'année civile précédente au niveau du poste détenu par l'employé immédiatement avant qu'il ne commence à recevoir ces prestations, soit l'augmentation de l'indice salarial pour ladite année civile. Le rajustement ne sera pas effectué au cours de la première année civile suivant le début de la période d'invalidité prolongée si le salaire de l'employé a déjà été redressé par des augmentations économiques au cours de l'année civile pendant laquelle ledit employé a commencé à recevoir des prestations d'invalidité prolongée, et
- (iii) durant toute période au cours de laquelle le salaire est différé conformément au Régime de congés autofinancés de la Société, le salaire avant ajustement pour cotisations au Régime de congés autofinancés de la Société, et
- (iv) durant toute période d'absence en vertu du Régime de congés autofinancés de la Société, le salaire au taux présumé être versé au cotisant sous le paragraphe (iii) ci-dessus immédiatement avant la période d'absence, à condition que le cotisant choisisse de verser et verse toute

the rate determined under the Corporation's policy and in accordance with the Corporation's Deferred Salary Leave Plan, otherwise such leave shall be regarded as being leave without payment of salary.

cotisation requise à cette fin selon la politique de la Société et conformément au Régime de congés autofinancés de la Société, à défaut de quoi ce congé sera considéré comme un congé sans salaire.

Notwithstanding the provisions of this Section 3(v), if a contributor does not resume active employment immediately following a period of absence without pay for childcare purposes described in paragraphs (i) above, or a period described in paragraphs (ii) and (iv) above, or immediately following the expiration of any immediately subsequent permitted period of leave of absence, such period shall be regarded as being leave without payment of salary.

Nonobstant les dispositions de cet article 3v), lorsqu'un cotisant ne reprend pas son emploi immédiatement après une période de congé non payé autorisé pour soins d'enfant visée au paragraphe (i) ci-dessus, ou une période visée aux paragraphes (ii) ou (iv) ci-dessus, ou immédiatement après l'expiration d'une période de congé autorisé immédiatement subséquente, cette période sera considérée comme congé sans salaire.

In this Section 3(v), only complete calendar months shall be deemed to count as months for which salary has been paid, and a complete calendar month shall be regarded as one-twelfth of a year.

Pour les besoins de cet article 3v), seuls les mois civils complets entrent dans le calcul du salaire, et un mois civil complet compte pour un douzième d'une année.

The salary of a contributor shall be deemed in any case not to exceed a rate which would result in a pension exceeding the maximum pension permitted by Revenue Canada, Taxation, or by the Income Tax Act of Canada, as the case may be, as a condition for registration of pension plans under the said Act.

Le salaire d'un cotisant est réputé ne jamais excéder un taux qui lui procurerait une pension supérieure au maximum autorisé par Revenue Canada, Impôts ou par la Loi sur l'impôt sur le revenu du Canada, selon le cas, comme condition d'agrément des régimes de retraite au titre de ladite loi.

(w) "spouse" in relation to a contributor means, except as otherwise provided in Part II or required in the application of Section 10(3),

w) "Conjoint" appliqué à un cotisant s'entend, sauf stipulation contraire à la Partie II ou pour les besoins de l'article 10(3) :

(i) If there is no person described in paragraph (ii) or (iii), a person who is married to the contributor or who is party to a void marriage with the contributor, or

(i) soit, en cas d'inapplication de l'alinéa (ii) ou (iii), de la personne unie au cotisant par les liens du mariage ou partie à un mariage nul avec le cotisant,

(ii) a person of the opposite sex who is cohabiting with the contributor in a conjugal relationship at the relevant time having so cohabited with the contributor for at least one year, or

(ii) soit d'une personne de sexe opposé qui, au moment en cause, vit depuis au moins une année avec le cotisant dans une situation assimilable à une union conjugale, soit

(iii) effective May 1, 1998 a person who is cohabiting with the contributor in a conjugal relationship at the relevant time having so cohabited with the contributor for at least one year;

(iii) effectif le 1er mai 1998, d'une personne qui, au moment en cause, vit depuis au moins une année avec le cotisant dans une situation assimilable à une union conjugale.

(x) "wage index" means the wage index to be used in the computation of benefits as prescribed from time to time pursuant to Regulation 2;

x) "Indice des salaires" désigne l'indice des salaires utilisé dans le calcul des prestations conformément au règlement 2.

(y) "Year's Maximum Pensionable Earnings" has the same meaning as in the Canada Pension Plan, as amended from time to time;

y) "Maximum des gains annuels ouvrant droit à pension" s'entend au sens du Régime des pensions du Canada.

- (z) an expression in Part II that imports a male person may be read and construed to import a female person and an expression in Part II that imports a female person may be read and construed to import a male person, unless the section in which such an expression occurs expressly excludes this provision.

- z) Toute expression qui, dans la Partie II, désigne une personne de sexe masculin peut s'interpréter comme désignant une personne de sexe féminin et toute expression de la Partie II qui désigne une personne de sexe féminin peut s'interpréter comme désignant une personne de sexe masculin, sauf si l'article où ladite expression figure exclut expressément cette disposition.

4. PERSONS WHO SHALL CONTRIBUTE

- (a) In this Section 4, "eligible service" of a person shall mean service rendered by that person while an employee in receipt of salary. With respect to employees transferred from Cogeco Inc. or any of its subsidiaries ("Cogeco") to the Corporation on September 1, 2002, eligible service should include service with Cogeco.
- (b) All persons other than persons defined under Section 3(i)(3), Section 3(i)(4), or Section 3(i)(5), who rendered eligible service prior to January 1, 1994, and who were employees on January 1, 1994, may contribute under Part II if they so elect. An election of the option to contribute shall be subject to the following conditions:
- (i) If an election to contribute is submitted to the Pension Board after April 1, 1994, contributions, and consequently pensionable service, shall begin on a date which is the later of:
- the first day of the month following submission of the election, or
 - the first day of the month following completion of the initial eligibility requirement.
- (ii) If an election to contribute is submitted to the Pension Board on or before April 1, 1994, contributions, and consequently pensionable service, shall begin on the first day of the month specified in the election, but such day cannot be earlier than the day which is the later of:
- the first day of the month following completion of the initial eligibility requirement, or
 - January 1, 1987.
- Any arrears of contributions payable upon such election shall be paid in a manner determined by the Corporation.

- (ba) All persons defined under Section 3(i)(3) who rendered eligible service prior to or after September 1, 2002, may contribute under Part

4. PERSONNES DEVANT COTISER

- a) Dans cet article 4, le service admissible d'une personne s'entend du service rendu par celle-ci, en tant qu'employé, en échange d'un salaire. Dans le cas des employés transférés de Cogeco Inc. ou d'une de ses filiales ("Cogeco") à la Société le 1er septembre 2002, le service admissible inclut le service auprès de Cogeco.
- b) Toute personne autre qu'une personne visée à l'article 3i)(3), à l'article 3i)(4) ou à l'article 3i)(5) ayant rendu un service admissible avant le 1er janvier 1994 et qui avait la qualité d'employé le 1er janvier 1994 peut, si elle le désire, verser des cotisations au titre de la Partie II, sous réserve de ce qui suit :
- (i) Si elle signale au Conseil de fiducie qu'elle souhaite cotiser après le 1er avril 1994, les cotisations et, en conséquence, le service-pension commencent à la dernière des dates suivantes :
- le premier jour du mois suivant le jour où elle signale qu'elle souhaite se prévaloir de l'option, ou
 - le premier jour du mois suivant la date à laquelle les conditions d'admissibilité initiales sont remplies.
- (ii) Si elle signale au Conseil de fiducie qu'elle souhaite cotiser le ou après le 1er avril 1994, les cotisations et, en conséquence, le service-pension, commencent le premier jour du mois indiqué dans la demande, étant précisé que ce jour ne peut être antérieur à la dernière des dates suivantes :
- le premier jour du mois suivant la date à laquelle les conditions d'admissibilité sont remplies, ou
 - le 1er janvier 1987.
- Tout arriéré de cotisations payable à ce moment-là doit être versé à la Société.

- ba) Les employés définis à l'article 3i)(3) ayant accompli un service admissible avant ou après le 1er septembre 2002 peuvent cotiser

II if they so elect. An election of the option to contribute shall be subject to the following conditions:

- (i) If an election to contribute is submitted to the Pension Board after September 1, 2002, contributions, and consequently pensionable service, shall begin on a date which is the later of:
- the first day of the month following submission of the election, or
 - the first day of the month following completion of the initial eligibility requirement.

- (ii) If an election to contribute is submitted to the Pension Board on or before September 1, 2002, contributions, and consequently pensionable service, shall begin on the first day of the month specified in the election, but such day cannot be earlier than the day which is the later of:
- the first day of the month following completion of the initial eligibility requirement, or
 - September 1, 2002.

(bb) All persons defined under Section 3(i)(4) who rendered eligible service prior to or after January 1, 2003, may contribute under Part II if they so elect. An election of the option to contribute shall be subject to the following conditions:

- (i) If an election to contribute is submitted to the Pension Board after January 1, 2003, contributions, and consequently pensionable service, shall begin on a date which is the later of:
- the first day of the month following submission of the election, or
 - the first day of the month following completion of the initial eligibility requirement.

- (ii) If an election to contribute is submitted to the Pension Board on or before January 1, 2003, contributions, and consequently pensionable service, shall begin on the first day of the month specified in the election, but such day cannot be earlier than the day which is the later of:
- the first day of the month following completion of the initial eligibility requirement, or

conformément à la Partie II s'ils choisissent de le faire. Le choix de cotiser sera assujéti aux conditions suivantes :

- (i) Si le choix de cotiser est présenté au Conseil de fiducie après le 1er septembre 2002, les cotisations et donc le service-pension commenceront à la plus lointaine des deux dates suivantes :
- le premier jour du mois suivant la présentation du choix, ou
 - le premier jour du mois suivant la conformité aux conditions d'admissibilité initiales.

- (ii) Si le choix de cotiser est présenté au Conseil de fiducie au plus tard le 1er septembre 2002, les cotisations et donc le service-pension commenceront le premier jour du mois précisé dans le choix, mais ce jour ne peut précéder la plus lointaine des deux dates suivantes :
- le premier jour du mois suivant la conformité aux conditions d'admissibilité initiales, ou
 - le 1er septembre 2002.

bb) Les employés définis à l'article 3i)(4) ayant accompli un service admissible avant ou après le 1er janvier 2003 peuvent cotiser conformément à la Partie II s'ils choisissent de le faire. Le choix de cotiser sera assujéti aux conditions suivantes :

- (i) Si le choix de cotiser est présenté au Conseil de fiducie après le 1er janvier 2003, les cotisations et donc le service-pension commenceront à la plus lointaine des deux dates suivantes :
- le premier jour du mois suivant la présentation du choix, ou
 - le premier jour du mois suivant la conformité aux conditions d'admissibilité initiales.

- (ii) Si le choix de cotiser est présenté au Conseil de fiducie au plus tard le 1er janvier 2003, les cotisations et donc le service-pension commenceront le premier jour du mois précisé dans le choix, mais ce jour ne peut précéder la plus lointaine des deux dates suivantes :
- le premier jour du mois suivant la conformité aux conditions d'admissibilité initiales, ou

- January 1, 2003.

- le 1er janvier 2003.

(bc) All persons defined under Section 3(i)(5) who rendered eligible service prior to or after January 1, 2006, may contribute under Part II if they so elect. An election of the option to contribute shall be subject to the following conditions:

(bc) Les employés définis à l'article 3i)(5) ayant accompli un service admissible avant ou après le 1er janvier 2006 peuvent cotiser conformément à la Partie II s'ils choisissent de le faire. Le choix de cotiser sera assujéti aux conditions suivantes :

(i) If an election to contribute is submitted to the Pension Board after January 1, 2006, contributions, and consequently pensionable service, shall begin on a date which is the later of:

(i) Si le choix de cotiser est présenté au Conseil de fiducie après le 1er janvier 2006, les cotisations et donc le service-pension commenceront à la plus lointaine des deux dates suivantes :

- the first day of the month following submission of the election, or
- the first day of the month following completion of the initial eligibility requirement.

- le premier jour du mois suivant la présentation du choix, ou
- le premier jour du mois suivant la conformité aux conditions d'admissibilité initiales.

(ii) If an election to contribute is submitted to the Pension Board on or before January 1, 2006, contributions, and consequently pensionable service, shall begin on the first day of the month specified in the election, but such day cannot be earlier than the day which is the later of:

(ii) Si le choix de cotiser est présenté au Conseil de fiducie au plus tard le 1er janvier 2006, les cotisations et donc le service-pension commenceront le premier jour du mois précisé dans le choix, mais ce jour ne peut précéder la plus lointaine des deux dates suivantes :

- the first day of the month following completion of the initial eligibility requirement, or
- January 1, 2006.

- le premier jour du mois suivant la conformité aux conditions d'admissibilité initiales, ou
- le 1er janvier 2006.

(c) All persons who first became employees after January 1, 1994, shall be eligible to contribute under Part II beginning on the first day of the month following the month in which the initial eligibility requirement is completed.

c) Toute personne engagée pour la première fois le ou après le 1er janvier 1994 aura le droit de verser des cotisations au titre de la Partie II à compter du premier jour du mois suivant celui où les conditions d'admissibilité sont remplies.

(d) The contributions anticipated by this Section 4 shall not be made if prevented by Section 6(2).

d) Les cotisations prévues à cet article 4 ne peuvent être prélevées que sous réserve de l'article 6(2).

(e) Wherever, by reason of any provisions of Section 8, contributions can not be made from the first day of any month as set forth in this Section 4 as the day such contributions shall commence, such contributions shall commence as of the first date that they are not so prevented by any of the provisions of Section 8.

e) Lorsque, du fait des dispositions de l'article 8, les cotisations ne peuvent être versées à partir du premier jour d'un mois prévu à cet article 4, celles-ci commencent à être versées dès que les dispositions de l'article 8 ne s'y opposent plus.

(f) Notwithstanding the foregoing provisions of this Section 4, no person shall be required to contribute to Part II who objects to becoming a contributor because of a bona fide religious belief and provides such evidence as may be required by the Pension Board in respect of such person's application to waive participation in Part II, and the decision of the Pension Board shall be binding and conclusive upon the contributor.

f) Nonobstant les dispositions ci-dessus de l'article 4, nul ne sera tenu de cotiser à la Partie II s'il s'y objecte en vertu d'une conviction religieuse et fournit les preuves que le Conseil de fiducie pourrait exiger au moment où il demanderait à être exempté de participer à la Partie II, étant précisé que la décision du Conseil de fiducie est déterminante et lie le cotisant.

- (g) Persons who have elected under Section 8(12)(a) to continue to receive a pension shall not be eligible to contribute under Part II.
- (h) Subject to the provisions of this Section 4, once an employee has elected to contribute under Section 4(b), 4(ba), 4(bb), 4(bc) or 4(c) of this Part II, he shall not be permitted to cease contributions to Part II of this Plan, due to his salary reducing to below thirty-five percent of the Year's Maximum Pensionable Earnings in the year, or for any other reason.

- g) Les personnes qui, au titre de l'article 8(12)a), ont choisi de continuer de recevoir une pension n'auront pas le droit de cotiser au titre de la Partie II.
- h) Sous réserve des dispositions de cet article 4, une fois qu'un employé a choisi de cotiser au titre de l'article 4 b), 4ba), 4bb), 4bc) ou 4 c) de cette Partie II, il ne pourra pas cesser ses cotisations à la Partie II de ce régime, que ce soit en raison de la réduction de son salaire à moins de 35 % du maximum des gains annuels ouvrant droit à pension dans l'année, ou pour toute autre raison.

5. GUARANTEE OF THE CORPORATION

The Corporation guarantees the payment of the pensions and other benefits payable under the terms of Part II.

5. GARANTIE DE LA SOCIÉTÉ

La Société garantit le paiement des pensions et autres prestations payables en vertu de la Partie II.

6. CONTRIBUTIONS

- (1) Except as otherwise provided, contributions to Part II shall be made by a contributor by a deduction from salary (while such contributor remains an employee in receipt of salary) in the amount of five percent of salary.
- (2) When the total pensionable service of a contributor under Part I and Part II combined reaches thirty-five years, such contributor's contributions thereafter shall cease.
- (3) The contributions to be deducted from the salary of a contributor from time to time shall be limited, where applicable, to take into account, as described below, the maximum pension permitted from time to time by Revenue Canada or by the Income Tax Act of Canada, as the case may be, as a condition for registration of pension plans under the said Act.

Contributions for any period during which a contributor receives salary shall be limited to such part of the contributor's salary as would be sufficient to result in said maximum pension for the calendar year in which the contribution is made, based on the assumption that the contributor's salary for any other period was the same as for such period.

- (4) For the period of January 1, 1998 to December 31, 1999 inclusive, the percentage of contributions to Part II referred to in Section 6(1) shall be reduced by two and nine tenths percent (2.9%).

6. COTISATIONS

- (1) Sauf stipulation contraire, les cotisations à la Partie II sont prélevées sur le salaire du cotisant (tant que celui-ci touche un salaire en qualité d'employé) à raison de cinq pour cent du salaire.
- (2) Dès que le total du service-pension accumulé par un cotisant au titre de la Partie I et de la Partie II atteint 35 années, celui-ci cesse de verser des cotisations.
- (3) Les cotisations à prélever sur le salaire d'un cotisant sont limitées de temps à autre, le cas échéant, de manière à respecter, conformément à ce qui suit, la pension maximale autorisée par Revenu Canada ou par la Loi sur l'impôt sur le revenu du Canada, selon le cas, comme condition d'agrément des régimes de pension prévue dans ladite Loi.

Les cotisations pour toute période durant laquelle un cotisant perçoit un salaire sont limitées à la portion du salaire qui suffit à lui procurer ladite pension maximale pour l'année civile des cotisations, en supposant que le salaire du cotisant pour les autres périodes de paie était le même que pour la période en cause.

- (4) Pour la période comprise entre le 1er janvier 1998 et le 31 décembre 1999, inclusivement, les taux de cotisation salariale stipulés au paragraphe 6(1) de la Partie II sont réduits de deux et neuf dixièmes pour cent (2,9%).

- (5)
- (a) For the period of January 1, 2000 to December 31, 2003 inclusive, the rate of contribution described in Section 6(1) shall be replaced by four and fifteen hundredths percent (4.15%).
 - (b) Subject to the conditions below, seventeen and two tenths percent (17.2%) of the accumulated employee contributions with respect to service before January 1, 2000 for a contributor will be redesignated as voluntary employee contributions and paid to the contributor in the manner described below.
 - (c) Where a former contributor has deceased prior to January 1, 2000 and his spouse and/or children, as defined in Section 3 are in receipt of a payment from the CBC Pension Plan as of January 1, 2000, the former contributor's accumulated employee contributions will be adjusted as follows, for purposes of Section 6(5)(b).
 - (i) in respect of a spouse, 60% of the former contributor's accumulated employee contributions;
 - (ii) in respect of a child where a spouse is also in receipt of a payment, 12% of the former contributor's accumulated employee contributions;
 - (iii) in respect of a child where a spouse is not in receipt of a payment, 24% of the former contributor's accumulated employee contributions;
 - (iv) if there are more than three children a total of 40% or 96% of the former contributor's accumulated employee contributions, as the case may be, will be redesignated and divided among them in such manner and such shares as the Pension Board considers equitable.
 - (d) A former contributor who received a return of contributions or a transfer of his pension benefit credit pursuant to Section 11 prior to January 1, 2000 shall not be entitled to have any portion of his accumulated employee contributions redesignated as voluntary employee contributions as described in Section 6(5)(b) above.
 - (e) For purposes of Section 6(5)(b) a contributor whose final salary year is 2000 or later, the relevant date
- (5)
- a) Pour la période du 1er janvier 2000 au 31 décembre 2003 inclusivement, le taux de cotisation décrit au paragraphe 6(1) doit être remplacé par quatre et quinze centièmes pour cent (4,15 %).
 - b) Sous réserve des conditions ci-après, dix-sept et deux dixièmes pour cent (17,2 %) des cotisations salariales accumulées au titre des services accomplis avant le 1er janvier 2000 sont transformés en cotisations volontaires et versés au cotisant selon les modalités ci-après.
 - c) Lorsqu'un ancien cotisant est décédé avant le 1er janvier 2000 et que son conjoint ou ses enfants au sens de l'article 3 sont bénéficiaires d'un paiement du régime de retraite de Radio-Canada au 1er janvier 2000, les cotisations salariales accumulées de l'ancien cotisant sont rajustées comme suit, pour les fins du paragraphe 6(5) b) :
 - (i) pour le conjoint, 60 % des cotisations salariales accumulées de l'ancien cotisant;
 - (ii) pour un enfant, lorsque le conjoint est également bénéficiaire d'un paiement, 12 % des cotisations salariales accumulées de l'ancien cotisant;
 - (iii) pour un enfant, lorsque le conjoint n'est pas bénéficiaire d'un paiement, 24 % des cotisations salariales accumulées de l'ancien cotisant;
 - (iv) pour trois enfants ou plus, 40 % ou 96 %, au total, des cotisations salariales accumulées de l'ancien cotisant, selon le cas, transformées et partagées entre eux selon les modalités et dans les proportions que le Conseil de fiducie de la Caisse de retraite juge équitables.
 - d) Un ancien cotisant qui a reçu avant le 1er janvier 2000 un remboursement de cotisations ou un transfert de droits à retraite en exécution de l'article 11 n'a droit à aucune portion des cotisations salariales accumulées transformées en cotisations volontaires conformément au paragraphe 6(5) b) ci-haut.
 - e) Pour les fins du paragraphe 6(5) b), un cotisant dont la dernière année de salaire est l'année 2000 ou une année postérieure, la date retenue pour

- in respect of paragraph (e) of Regulation 1 shall be deemed to be December 31, 1999.
- (f) Interest shall be added to the redesignated contributions from January 1, 2000 until the first day of the month in which such amount is transferred out of the CBC Pension Fund at the prescribed rate.
- (g) Redesignated contributions in respect of service on or before December 31, 1990 and all redesignated contributions paid to a spouse may be transferred to the contributor, former contributor or spouse's Registered Retirement Savings Plan, Registered Retirement Income Fund or any other such account as permitted under the Income Tax Act. The contributor, former contributor or spouse, as the case may be, shall notify the Pension Board in authorized form and within 60 days of receiving a statement of the redesignated contributions, otherwise the redesignated contributions will be treated as described in Section 6(5)(i) below.
- (h) Any amount transferred on a tax-sheltered to a Registered Retirement Savings Plan or Registered Retirement Income Fund as per Section 6(5)(g) shall be transferred to such plans offered by the Corporation and shall be subject to the provisions of the Income Tax Act.
- (i) In all other cases apart from those described in Section 6(5)(g) above, the redesignated contributions shall be paid to the contributor, former contributor, spouse and/or children in cash, subject to applicable withholding taxes.
- (j) Redesignated contributions of contributors whose pension benefit or pension benefit credit has been subject to an assignment further to the breakdown of spousal relationship, where the date of assignment is on or before December 31, 1999, shall not be affected by such an assignment. For greater certainty, in no event shall the former spouse of the contributor receive any part of the redesignated contributions.
- l'application de l'alinéa e) du Règlement 1 est le 31 décembre 1999.
- f) L'intérêt, au taux prescrit, est ajouté aux cotisations transformées, du 1er janvier 2000 au premier du mois au cours duquel cette somme est affectée hors du régime de retraite de Radio-Canada.
- g) Les cotisations transformées liées aux services accomplis jusqu'au 31 décembre 1990 inclus et toutes les cotisations transformées versées au conjoint peuvent être transférées au Régime enregistré d'épargne-retraite ou au Fonds enregistré de revenu de retraite du cotisant, de l'ancien cotisant ou du conjoint, ou à tout autre compte de l'une ou l'autre de ces personnes qui est autorisé par la Loi de l'impôt sur le revenu. Le cotisant, l'ancien cotisant ou le conjoint, selon le cas, doit en donner l'instruction au Conseil de fiducie de la Caisse de retraite, en bonne et due forme et dans les 60 jours de la réception du relevé des cotisations transformées, faute de quoi ces cotisations sont traitées suivant le paragraphe 6(5) i) ci-après.
- h) Toute somme transférée en franchise fiscale à un Régime enregistré d'épargne-retraite ou à un Fonds enregistré de revenu de retraite en exécution du paragraphe 6(5) g) est affectée à un ou à des régimes offerts par la Société, en conformité avec les dispositions de la Loi de l'impôt sur le revenu.
- i) Dans tous les cas autres que ceux exposés au paragraphe 6(5) g) ci-haut, les cotisations transformées sont versées en espèces au cotisant, à l'ancien cotisant, au conjoint ou aux enfants, diminuées des retenues fiscales applicables.
- j) Les cotisations transformées des cotisants dont les prestations de retraite ou les droits à retraite ont fait l'objet d'une cession par suite de la dissolution des liens conjugaux ne sont pas touchées par cette cession si celle-ci a été effectuée le 31 décembre 1999 ou antérieurement. En aucun cas l'ancien conjoint du cotisant ne recevra quelque partie que ce soit des cotisations transformées.

7. BENEFITS

In applying the provisions of Section 7, a contributor shall be deemed not to have ceased to be an employee until such contributor has reached a final salary year.

- (1) Except as otherwise specifically provided in Part II, benefits on ceasing to be an employee for any reason other than death or becoming disabled,
- (a) if a contributor ceases to be an employee before normal retirement date, having less than two years of contributory service, a return of contributions shall be paid to such contributor, or
 - (b) if a contributor has two years or more of contributory service and reaches final salary year before normal retirement date, such contributor shall then have the option of electing
 - (i) if before optional retirement date, a deferred pension, or
 - (ii) if at or after optional retirement date, a deferred or immediate pension.

For the purposes of this Section 7(1)(b), the amount of deferred or immediate pension and the time at which such pensions shall begin is subject to the conditions of Section 7(1)(c) hereunder.

- (c) Effective January 1, 1992, the amount of immediate or deferred pension payable under the terms of Section 7(1)(b), if made payable before the contributor's normal retirement date as defined in Section 3(m), shall be equal to the amount of pension payable on his normal retirement date as defined in Section 3(m) reduced by 6/12% for each of the first 36 months by which the date from which his pension is actually made payable precedes his normal retirement date, by a further 5/12% for each of the next 36 such months, and by a further 4/12% for each of the next 48 such months. However, in no case shall such reduction in his pension result in pension benefits that are less than the actuarial equivalent of the pension benefits which would have been payable had he retired on his normal retirement date. For the purpose of this Section 7(1)(c) only, except as otherwise provided, the normal retirement date of a contributor shall be deemed to be

7. PRESTATIONS

Pour les besoins de l'article 7, un cotisant est réputé ne pas avoir perdu sa qualité d'employé tant qu'il n'a pas atteint une dernière année de salaire.

- (1) Sauf stipulation contraire à la Partie II, les prestations versées au cotisant qui perd sa qualité d'employé pour toute autre raison que le décès ou l'invalidité sont les suivantes :
- a) s'il n'a pas atteint la date réglementaire de la retraite et qu'il a à son actif moins de deux années de service cotisable, ses cotisations lui sont remboursées, ou
 - b) s'il a à son actif au moins deux années de service cotisable et qu'il atteint sa dernière année de salaire avant la date réglementaire de la retraite, il a le choix entre les options suivantes :
 - (i) s'il n'a pas encore atteint la date facultative de la retraite, une pension différée, ou
 - (ii) s'il a atteint ou dépassé la date facultative de la retraite, une pension différée ou immédiate.

Pour les besoins de cet article 7(1)(b), le montant de la pension immédiate ou différée ainsi que le début du service de la pension sont soumises aux dispositions de l'article 7(1)(c) ci-dessous.

- c) À compter du 1er janvier 1992, le montant de la pension immédiate ou différée payable en vertu du paragraphe 7(1)(b), lorsque le cotisant n'a pas atteint la date réglementaire de la retraite, au sens de l'article 3(m), est égal au montant de la pension payable à la date réglementaire de sa retraite au sens de l'article 3(m), celui-ci étant réduit de 6/12 % pour chacun des 36 premiers mois de la période allant de la date à laquelle sa pension devient effectivement payable à la date réglementaire de sa retraite, de 5/12 % pour chacun des 36 mois suivants et de 4/12 % pour chacun des 48 mois suivants. Étant précisé, toutefois, que cette réduction de sa pension ne saurait en aucun cas procurer des prestations qui sont inférieures à l'équivalent actuariel des prestations qui lui auraient été versées si le service de la pension avait commencé à la date réglementaire de sa retraite. Pour les besoins de cet article 7(1)(c), sauf stipulation contraire, la date réglementaire de la retraite d'un cotisant est réputée être :

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| <p>(i) if his attained age when added to his contributory service total 85 years or more, the last day of the month in which he ceases to be an employee;</p> | <p>(i) lorsque le total de son âge et de son service cotisable atteignent 85 ans ou plus, le dernier jour du mois au cours duquel il perd sa qualité d'employé;</p> |
| <p>(ii) if he does not satisfy the criteria of Section 7(1)(c)(i) foregoing, but if he has either rendered at least twenty-five years of contributory service or attained the age of at least forty-five years and rendered at least ten years of general service, the latest of</p> <p style="padding-left: 20px;">the last day of the month in which he ceases to be an employee, or</p> <p style="padding-left: 20px;">the last day of the month in which his age when added to his contributory service would have totalled eighty-five years had he remained in service until such day,</p> <p style="padding-left: 20px;">but in no case shall the normal retirement date of an employee be deemed to be later than his normal retirement date as defined in Section 3(m);</p> | <p>(ii) s'il ne satisfait pas aux critères de l'article 7(1)(c)(i) ci-dessus, mais qu'il a soit à son actif au moins 25 années de service cotisable, soit atteint au moins 45 ans et accompli au moins 10 années de service général, la plus tardive des dates suivantes :</p> <p style="padding-left: 20px;">le dernier jour du mois au cours duquel il perd sa qualité d'employé, ou</p> <p style="padding-left: 20px;">le dernier jour du mois au cours duquel le total de son âge et de son service cotisable aurait atteint 85 ans, s'il était demeuré au service de la Société jusqu'à ce jour-là,</p> <p style="padding-left: 20px;">étant précisé qu'en aucun cas la date réglementaire de la retraite d'un employé ne saurait être postérieure à la date réglementaire de retraite définie à l'article 3(m);</p> |
| <p>(iii) if he does not satisfy the criteria of Section 7(i)(c)(i) or 7(1)(c)(ii) foregoing, but if he has rendered twenty or more but less than twenty-five years of contributory service and either has not attained the age of forty-five years or has not rendered ten years of general service, the last day of the month in which his age when added to his contributory service would total 85 years;</p> | <p>(iii) s'il ne satisfait pas aux critères des articles 7(1)(c)(i) ou 7(1)(c)(ii) ci-dessus, mais qu'il a à son actif 20 ou plus mais moins de 25 années de service cotisable, et qu'il n'a pas atteint l'âge de 45 ans ou n'a pas à son actif 10 années de service général, le dernier jour du mois au cours duquel le total de son âge et de son service cotisable atteindra 85 ans;</p> |
| <p>(iv) if he does not satisfy the criteria of Section 7(1)(c)(i), 7(1)(c)(ii) or 7(1)(c)(iii) foregoing, his normal retirement date shall be as defined in Section 3(m).</p> | <p>(iv) s'il ne satisfait pas aux critères des articles 7(1)(c)(i), 7(1)(c)(ii) ou 7(1)(c)(iii) ci-dessus, la date réglementaire de sa retraite est conforme à la définition de l'article 3m).</p> |
| <p>(v) For all purposes of this Section 7(1)(c), both "attained age" and "contributory service" shall be calculated in years and fractions thereof. Only complete calendar months shall be taken into account, and a complete calendar month shall be regarded as one-twelfth of one year.</p> | <p>(v) Pour les besoins de cet article 7(1)c), à la fois l'âge atteint et le service cotisable sont calculés en années et en fractions d'années. Seuls les mois civils complets sont pris en considération et un mois civil complet équivaut à un douzième d'une année.</p> |
| <p>(vi) For all purposes of this Section 7(1)(c), contributory service shall be deemed not to include any period for which the contributor</p> | <p>(vi) Pour les besoins de cet article 7(1)c), est réputée exclue du service cotisable toute période durant laquelle le cotisant était</p> |

was granted leave without payment of salary and for which contributions were not made as provided under Section 8(3).

en congé sans salaire autorisé et pour laquelle aucune cotisation n'a été versée tel que prévu sous l'article 8(3).

(d) If he ceases to be an employee at normal retirement date, shall receive an immediate pension.

d) Lorsqu'un cotisant perd sa qualité d'employé à la date réglementaire de la retraite, il a droit à une pension immédiate.

(e) If he ceases to be an employee after normal retirement date shall receive an immediate pension, provided that no person shall be deemed to be an employee during any period on or after the first day of the month of December in the year in which the contributor attains the age of sixty-nine years, and an immediate pension shall commence no later than such day.

e) Lorsqu'un cotisant perd sa qualité d'employé après l'âge réglementaire de la retraite, il a droit à une pension immédiate, étant entendu qu'il ne saurait être considéré comme employé à compter du premier jour du mois de décembre de l'année au cours de laquelle il atteint 69 ans, une pension immédiate devant lui être versée au plus tard à partir de ce jour là.

(f) If he has to his credit two years or more of contributory service, an additional computation will be made as at the day on which he ceased to be an employee to determine the amount, if any, of "excess employee contributions" in respect of the contributor. Any such amount shall, at the contributor's option,

f) Lorsqu'un cotisant a à son actif au moins deux années de service cotisable, un calcul supplémentaire a lieu pour vérifier si, au moment où il perd sa qualité d'employé, le cotisant a accumulé un excédent de cotisations salariales. Le cas échéant, ce montant est alors, selon le choix du cotisant

- (i) be paid into a registered retirement savings plan for the contributor of a kind authorized, or
- (ii) be applied to the purchase of an immediate or deferred life annuity of a kind authorized, or
- (iii) be transferred to another pension plan, if that other plan permits.

- (i) versé à un régime enregistré d'épargne retraite autorisé pour le participant, selon le cas, ou
- (ii) utilisé pour acheter une rente viagère immédiate ou différée autorisée, ou
- (iii) transféré à un autre régime de retraite, si celui-ci prévoit un tel transfert.

The contributor shall notify the Pension Board in writing of the election of such option within sixty days after the Pension Board has given the statement described in Section 13(4), or within ninety days after ceasing to be an employee.

Le cotisant est tenu d'indiquer par écrit au Conseil de fiducie qu'il désire se prévaloir d'une de ces options, dans un délai de soixante jours après réception du relevé visé à l'article 13(4) fourni par le Conseil de fiducie, ou de quatre-vingt-dix jours après la cessation d'emploi.

(2) Except as otherwise specifically provided in Part II, benefits on ceasing to be an employee by reason of becoming disabled:

(2) Sauf stipulation contraire à la Partie II, les prestations versées au cotisant qui perd sa qualité d'employé parce qu'il est frappé d'invalidité sont les suivantes :

- (a) If a contributor has less than two years of contributory service, a return of contributions shall be paid to such contributor.
- (b) If a contributor has two years or more of contributory service, an immediate pension shall be paid to such contributor which shall be the pension computed in respect of the contributor according to

- a) s'il a à son actif moins de deux années de service cotisable, ses cotisations lui sont remboursées;
- b) s'il a à son actif au moins deux années de service cotisable, il a droit à une pension immédiate calculée conformément à

Section 8(1), and Section 7(1)(f) will also apply.

l'article 8(1), sous réserve des dispositions de l'article 7(1)f).

(3) Except as otherwise specifically provided in Part II, benefits payable following the death of a contributor:

(3) Sauf stipulation contraire à la Partie II, les prestations payables à la suite du décès d'un cotisant sont les suivantes :

(a)

- (i) who was an employee at the time of death, having less than two years of contributory service, or
- (ii) who was an employee at the time of death, having two years or more of contributory service and who is not survived by a spouse or children,

a return of contributions, calculated at the date of the contributor's death, shall be paid to such contributor's estate.

a)

- (i) s'il était employé au moment de son décès et avait à son actif moins de deux années de service cotisable, ou
- (ii) s'il était employé au moment de son décès, avait à son actif au moins deux années de service cotisable et ne laisse ni conjoint ni enfant survivant,

un remboursement de ses cotisations, calculé à la date de son décès, est versé à sa succession.

(b) Following the death of a contributor

b) À la suite du décès d'un cotisant

who was an employee at the time of death, had two years or more of contributory service and is survived by a spouse and/or children,

qui était employé au moment de son décès, avait à son actif deux années ou plus de service cotisable et laisse un conjoint et/ou des enfants survivants,

if such contributor died before reaching optional retirement date, the following will be paid:

s'il est décédé avant d'avoir atteint la date facultative de la retraite, les prestations suivantes sont versées :

- (i) immediate pensions to the contributor's spouse and/or children as follows:

- (i) des pensions immédiates au conjoint et/ou aux enfants, selon les modalités suivantes :

To the spouse

Au conjoint

- sixty percent of the pension computed in respect of the contributor according to Section 8(1) (hereinafter referred to as the "basic pension"), and

- soixante pour cent de la pension calculée conformément à l'article 8(1) (ci-après appelée "pension de base").

To each eligible child,

À chacun de ses enfants, à concurrence de quatre enfants au maximum

- one-fifth of the basic pension, to a maximum of four or if there is no surviving children spouse, two-fifths of the basic pension.

- un cinquième de la de base ou, s'il n'y a pas de conjoint survivant, deux cinquième de la au maximum pension de base.

If there are more than four children, the total of the pensions payable in respect of children shall be divided among them in such manner and in such shares as the Pension Board considers equitable and proper under the circumstances.

Lorsqu'il y a plus de quatre enfants, le Conseil de fiducie répartit entre eux les pensions globales payables en leur nom de la façon qu'il juge le plus équitable possible dans les circonstances.

- | | |
|---|--|
| <p>(ii) In addition to the pensions described in Section 7(3)(b)(i), a surviving spouse shall receive an actuarial equivalent pension, the value of which is equal to the amount, if any, by which the contributor's pension benefit credit at the time of death exceeds the spouse's pension benefit credit (such spouse's pension benefit credit being based on the spouse's pension as calculated in Section 7(3)(b)(i) adjusted, if applicable, as provided in Section 8(7)), and</p> <p>(iii) in addition, a computation will be made to determine the amount, if any, of "excess employee contributions" of the contributor. Any such amount shall, at the spouse's option,</p> <ul style="list-style-type: none"> - be paid into a registered retirement savings plan for the spouse of a kind authorized, or - be applied to the purchase of an immediate or deferred life annuity for the spouse of a kind authorized, or - be transferred to another pension plan to the credit of the spouse, if that other plan permits. <p>The spouse shall notify the Pension Board in writing of the election of such option within sixty days after the Pension Board has given the statement described in Section 13(4), or within ninety days after the contributor's death.</p> | <p>(ii) Outre les pensions prévues à l'article 7(3)b)(i), le conjoint survivant a droit à un équivalent actuariel dont la valeur est égale à l'excédent, le cas échéant, des droits à pension du cotisant au moment de son décès sur les droits à pension du conjoint (ces droits à pension étant fonction de la pension du conjoint calculée conformément à l'article 7(3)b)(i) rajustée, le cas échéant, conformément à l'article 8(7) et</p> <p>(iii) en outre, on effectue un calcul supplémentaire pour vérifier si le cotisant a accumulé un excédent de cotisations salariales. Le cas échéant, ce montant est alors, selon le choix du conjoint,</p> <ul style="list-style-type: none"> - versé à un régime enregistré d'épargne retraite autorisé pour le conjoint survivant, selon le cas, ou - utilisé pour acheter une rente viagère immédiate ou différée autorisée pour le conjoint, ou - transféré à un autre régime de retraite au nom du conjoint, si le régime prévoit un tel transfert. <p>Le conjoint est tenu d'indiquer par écrit au Conseil de fiducie qu'il désire se prévaloir d'une de ces options, dans un délai de soixante jours après réception du relevé visé à l'article 13(4) fourni par le Conseil de fiducie, ou de quatre-vingt-dix jours après le décès du cotisant.</p> |
| <p>(c) Following the death of a contributor who was an employee at the time of his death, had two years or more of contributory service, and is survived by a spouse and/or children,</p> <p>if such contributor died after reaching optional retirement date, the following will be paid:</p> <ul style="list-style-type: none"> (i) The pensions described in Section 7(3)(b)(i), and (ii) Section 7(3)(b)(iii) will apply. | <p>c) À la suite du décès d'un cotisant qui était employé au moment du décès, avait à son actif deux années ou plus de service cotisable et laisse un conjoint et/ou des enfants survivants,</p> <p>s'il avait atteint la date facultative de la retraite, les prestations suivantes sont versées :</p> <ul style="list-style-type: none"> (i) les prestations décrites à l'article 7(3)b)(i), et (ii) l'article 7(3)b)(iii) s'applique. |

- (d) Except as may be provided by an optional form of pension elected under Section 10(1) or deemed to have been elected under Section 10(2), following the death of a contributor
- who was no longer an employee at the time of death but who was either in receipt of pension under Part II or eligible to receive either a deferred or immediate pension under Part II,
- if such contributor is survived by a spouse (determined at the time of the contributor's death or of commencement of pension payments if earlier) and/or children, immediate pensions shall be paid calculated as set forth in Sections 7(3)(b)(i) and 7(3)(b)(ii) if such contributor died before reaching optional retirement date, and as set forth in Section 7(3)(b)(i) if such contributor died on or after optional retirement date.
- Notwithstanding the foregoing, and except as may be provided by an optional form of pension elected under Section 10(1) or deemed to be elected under Section 10(2), if the contributor's spouse at the time of the contributor's death or of commencement of pension payments to him was not the contributor's spouse when the contributor reached final salary year,
- (i) no pension shall be paid to the spouse if death occurs after pension payments have begun;
- (ii) no pension shall be paid to the spouse if death occurs before optional retirement date and before pension payments have begun except for benefits in accordance with Section 7(3)(b)(ii);
- (iii) if death occurs before pension payments have begun but after optional retirement date, benefits will be paid as if the contributor had retired for a reason other than disability on the date of his death with the 60% survivor option provided under Section 10(2)(a).
- (e) When all pension payments to or in respect of such contributor cease, a residual payment shall be made to the
- d) Sauf dans la mesure où un mode facultatif de versement a été choisi en vertu de l'article 10(1) ou est réputé avoir été choisi en vertu de l'article 10(2), à la suite du décès d'un cotisant
- qui n'était plus employé au moment du décès mais qui soit touchait une pension au titre de la Partie II, soit était admissible à recevoir une pension immédiate ou différée au titre de la Partie II,
- lorsqu'il laisse un conjoint (au moment du décès ou au début du versement de la pension du cotisant, si cela se produit avant) et/ou des enfants survivants, des pensions immédiates sont versées conformément aux articles 7(3)b(i) et 7(3)b(ii) si le cotisant est décédé avant d'avoir atteint la date facultative de la retraite, ou conformément à l'article 7(3)b(i) s'il est décédé à ou après la date facultative de la retraite.
- Nonobstant ce qui précède, et sauf dans la mesure où un mode facultatif de versement a été choisi en vertu de l'article 10(1) ou est réputé avoir été choisi en vertu de l'article 10(2), si le conjoint du cotisant, au moment du décès du cotisant ou au moment où celui-ci commence à toucher sa pension, n'était pas son conjoint lorsque le cotisant a atteint sa dernière année de salaire,
- (i) aucune pension n'est versée au conjoint si le décès survient après le début du versement de la pension au cotisant;
- (ii) aucune pension n'est versée au conjoint si le décès du cotisant survient avant la date facultative de la retraite et avant le début du service de la pension, sauf selon les dispositions de l'article 7(3)b(ii);
- (iii) si le décès survient avant le début du service de la pension mais après la date facultative de la retraite, les prestations sont versées comme si le cotisant avait pris sa retraite à la date de son décès pour une raison autre que l'invalidité et qu'il avait choisi le mode de versement prévoyant une pension de survivant de 60 % conformément à l'article 10(2)a).
- (e) Lorsque les paiements de pension ou d'autres prestations versées au cotisant ou en son nom cessent, un paiement

contributor's estate equal to the amount, if any, by which the contributor's accumulated employee contributions, calculated at the earlier of the date of death or the date on which the contributor's pension commenced to be paid, exceeds the sum of any pension payments to the contributor and the contributor's spouse and children and the excess employee contributions.

résiduel est versé à la succession du cotisant, d'une valeur équivalente à tout montant, le cas échéant, des cotisations salariales accumulées par le cotisant, calculées à la date de son décès ou à la date à laquelle la pension lui a été servie pour la première fois si cela s'est produit avant, dépassant la somme des pensions et autres prestations versées au cotisant, à son conjoint et à ses enfants et de l'excédent des cotisations salariales.

(4) Notwithstanding any other provisions of this Part II, the benefits provided by Sections 7(3)(b), (c) and (d) shall be limited as follows:

(4) Nonobstant toute autre disposition de cette Partie II, les prestations prévues aux articles 7(3)b, c) et d) seront restreintes de la façon suivante :

- (a) in respect of pensionable service on or after January 1, 1992, where a contributor dies before commencing to receive a pension, the pension payable under Section 7(3)(b), (c) or (d) to all survivors of the contributor, shall not exceed the amount of pension to which the contributor would have been entitled under Section 8(1);
- (b) in respect of pensionable service on or after January 1, 1992, where a contributor dies after commencing to receive a pension, the pension payable under Section 7(3)(d)
 - (i) to a contributor's spouse, shall not exceed two-thirds of the pension that would have been payable from time to time to the contributor had the contributor not died, in respect of such service;
 - (ii) to all survivors of the contributor, shall not exceed the amount of pension that would have been payable from time to time to the contributor, had the contributor not died, in respect of such service.

- a) pour le service ouvrant droit à pension le ou après le 1er janvier 1992, si le cotisant décède avant de commencer à recevoir une pension, la pension à verser à tous les survivants du cotisant conformément à l'article 7(3)b, c) ou d) n'excédera pas de montant de la pension auquel le cotisant aurait eu droit au titre de l'article 8(1);
- b) Pour le service ouvrant droit à pension le ou après le 1er janvier 1992, si un cotisant décède après avoir commencé à toucher une pension, la pension à verser conformément à l'article 7(3)d)
 - (i) au conjoint du cotisant n'excédera pas les deux tiers de la pension pour le service en question qui aurait été payée de temps à autre au cotisant si celui-ci n'était pas décédé;
 - (ii) à tous les survivants du cotisant n'excédera pas le montant de la pension pour le service en question qui aurait été payée de temps à autre au cotisant si celui-ci n'était pas décédé.

(c) where pensions for survivors are limited as a result of the application of Section 7(4)(a) or 7(4)(b)(ii), the pensions payable in respect of children shall be divided among them in such manner and in such share as the Pension Board considers equitable and proper under the circumstances.

c) Lorsque les pensions pour les survivants sont restreintes suite à l'application de l'article 7(4)a) ou 7(4)b)(ii), les pensions à payer aux enfants seront divisées entre ces derniers de la façon et dans la proportion que le Conseil de fiducie juge équitables et convenables selon les circonstances.

(5) (a) Notwithstanding any other provision of Part II, the amount of annual pension to which a contributor shall be entitled for the contributor's lifetime computed under Section 8(1) of this Part II at retirement, disability retirement, termination of employment or termination of the Plan shall not exceed the lesser of.

(5) a) Nonobstant toute autre disposition de la Partie II, le montant de rente viagère annuelle auquel un cotisant aura droit, calculé en vertu de l'article 8(1) de cette Partie II au moment de la retraite, de la retraite pour invalidité, de la cessation d'emploi ou de la cessation du Régime de retraite n'excédera pas le moindre de :

- (i) 2% of the contributor's average best three years indexed compensation multiplied by his years of pensionable service (not in excess of 35 years), and
- (ii) \$1,722.22 (or such greater amount as is permitted by the Income Tax Act from time to time) multiplied by his years of pensionable service (not in excess of 35 years).

reduced, if the pension commencement date precedes the earlier of the day on which:

- (A) the contributor will attain age 60;
- (B) the contributor's age plus general service would have equalled 80;
- (C) the contributor would have completed 30 years of general service.

by one-quarter of one percent for each month by which the pension commencement date precedes that day.

A contributor's indexed compensation for a year is his compensation for the year multiplied by the Wage Index for the year in which pension benefits commence, divided by the Wage index for the year in which the compensation was received.

- (b) Notwithstanding any other provision of Part II in respect of service granted pursuant to Section 4(b)(ii) of Part II rendered before January 1, 1990, the amount of immediate or deferred pension payable to the contributor for the contributor's lifetime under this Part II at retirement, disability retirement, termination of employment or termination of the Plan shall not exceed the greater of:

- (i) \$1,150 and
- (ii) two-thirds of the dollar maximum mentioned in Section 7(5)(a), as applicable from year to year

multiplied by his years of such service.

- (i) 2 % des trois années de rémunération indexée moyenne maximale du cotisant multiplié par ses années de service ouvrant droit à pension (n'excédant pas 35 ans), et
- (ii) 1 722,22 \$ (ou le montant le plus élevé permis par la Loi de l'impôt sur le revenu de temps à autre) multiplié par ses années de service ouvrant droit à pension (n'excédant pas 35 ans).

réduit, si le service de la rente commence avant l'une des dates suivantes, en prenant la plus rapprochée :

- (A) la date du 60e anniversaire de naissance du cotisant;
- (B) la date à laquelle l'âge du cotisant plus ses années de service général égalent 80;
- (C) la date à laquelle le cotisant compte 30 années de service général;

de 1/4 % par mois entre la date du début du service de la rente et la première des dates déterminées ci-haut.

La rémunération indexée d'un cotisant pour un an est la rémunération de l'année, multipliée par l'indice des salaires pour l'année où il commence à toucher les prestations de pension, divisée par l'indice des salaires pour l'année où il a reçu la rémunération en question.

- b) Nonobstant toute autre disposition de la Partie II pour le service accordé au titre de l'article 4b)(ii) de la Partie II et rendu avant le 1er janvier 1990, le montant de la rente viagère immédiate ou différée à payer au cotisant conformément à cette Partie II au moment de la retraite, de la retraite pour invalidité, de la cessation d'emploi ou de la cessation du régime n'excédera pas le montant le plus élevé de :

- (i) 1 150 \$ et
- (ii) les deux tiers du montant maximal mentionné dans l'article 7(5)a), tel qu'applicable d'une année à l'autre

multiplié par ses années de service en question.

- (c) In respect of service granted pursuant to Section 4(b)(ii) of Part II rendered on or after January 1, 1990, the Pension Board will compute the relevant Past Service Pension Adjustment for certification with Revenue Canada. Where such certification has not been granted by Revenue Canada, such period of service will not be granted.
- (6) Notwithstanding any other provision of Part II, for the purposes of Section 7(1)(c), "85 years" shall be replaced by "80 years" for any contributor who ceases to be an employee for any reason other than death or disability, in the period January 1, 1995 to December 31, 1997, inclusive, provided:
- (a) he elects to receive an immediate pension from the plan from the date he ceases to be an employee, and
- (b) he ceases to be an employee after optional retirement date as such date is defined in Section 3(n) without regard to this Section 7(6).
- (7) Notwithstanding any other provisions of Part II, the following provisions shall apply to any contributor who has been designated by the Corporation and whose attained age when added to his contributory service total 78 years or more and who ceases to be an employee for any reason other than death or disability, in the period from January 1, 2000 to June 30, 2000 inclusive.
- (a) a bridge benefit equal to the sum of the maximum benefits payable to the contributor under the Canada Pension Plan and the maximum Old Age Security benefit that would be payable if the contributor were age 65 as at the contributor's pension commencement date, shall be payable under this paragraph 7(7), subject to the following:
- (i) the maximum bridge benefit described above shall be reduced by the minimum amount required by the Income Tax Act, which is a proportional reduction in the case of a contributor who has completed less than 10 years of general service at the pension commencement date, and a further reduction of 1/4 of 1% for each month by which the pension commencement date precedes the date that the contributor will attain age 60.
- c) Pour le service accordé au titre de l'article 4b)(ii) de la Partie II rendu le ou après le 1er janvier 1990, le Conseil de fiducie de la Caisse de retraite calculera le facteur d'équivalence pour services passés pour attestation par Revenu Canada. Si l'attestation n'est pas accordée par Revenu Canada, la période de service en question ne sera pas accordée.
- (6) Nonobstant toute disposition contraire de cette Partie II, aux fins de l'article 7(1)(c), "85 ans" est remplacée par "80 ans" pour tout cotisant qui perd sa qualité d'employé pour toute autre raison que celle de son décès ou de son invalidité au cours de la période du 1er janvier 1995 au 31 décembre 1997 inclusivement,
- (a) s'il choisit de recevoir une pension immédiate à partir de la date à laquelle il perd sa qualité d'employé, et
- (b) s'il perd sa qualité d'employé après avoir atteint la date facultative de la retraite telle que définie à l'article 3(n) sans égard à cet article 7(6).
- (7) Nonobstant toutes dispositions contraires de cette Partie II, les dispositions suivantes s'appliquent à tout cotisant désigné par la Société et dont le total de son âge et de son service cotisable atteint 78 ans ou plus et qui perd sa qualité d'employé pour toute autre raison que celle de son décès ou de son invalidité au cours de la période du 1er janvier 2000 au 30 juin 2000 inclusivement.
- (a) une prestation de raccordement égale à la somme des prestations maximales payables au cotisant aux termes du Régime de pensions du Canada et de la prestation maximale de la sécurité de la vieillesse qui serait payable si le cotisant était âgé de 65 ans à la date de début du service de la pension au cotisant, sera payable en vertu de cet article 7(7), sous réserve des dispositions suivantes :
- (i) la prestation de raccordement maximale décrite ci-dessus sera réduite du montant minimum requis par le *Loi de l'impôt sur le revenu*, qui est une réduction proportionnelle lorsque le cotisant compte moins de 10 années de service général à la date de début du service de la pension, et d'un montant supplémentaire représentant 1/4 de 1 % pour chacun des mois entre la date de début du service de la pension et la date à laquelle le cotisant atteindra l'âge de 60 ans.

- (ii) in addition, the total annual bridge benefit payable under Part II and Part III combined with the annual lifetime pension payable from age 65 under Part I, Part II and Part III shall not exceed (A) plus (B) as follows:
- (A) \$1,722.22 or such greater amount as may be prescribed for this purpose by the Income Tax Act, multiplied by the contributor's pensionable service;
- plus
- (B) 1/35th of 25% of the average of the Year's Maximum Pensionable Earnings for the year of retirement and each of the 2 immediately preceding years, multiplied by the contributor's pensionable service not exceeding 35 years.
- (b) the reduction formulae shown in Section 7(1)(c) shall be changed as follows:
- (i) "6/12% for each of the first 36 months" shall be replaced by "3/12% for each of the first 30 months"
- (ii) "5/12% for each of the next 36 such months" shall be replaced by "4/12% for each of the next 12 such months"
- (c) the increased benefits under (a) and (b) above shall only be applicable if:
- (i) the contributor elects to receive an immediate pension from the plan from the date he ceases to be an employee, and
- (ii) the contributor ceases to be an employee after optional retirement date as such date is defined in Section 3(n), and after the date on which the sum of his age and contributory services is equal to 78 years.
- (8) Notwithstanding any other provisions of Part II, the provisions described in paragraphs 7(7)(a), (b) and (c) shall apply to any contributor whose attained age when added to his contributory service total 78 years or more and who ceases
- (ii) de plus, la prestation de raccordement annuelle totale payable aux termes des Parties I et II, combinée à la pension viagère annuelle payable à partir de 65 ans aux termes des Parties I, II et III ne devront pas excéder (A) plus (B) de la façon suivante :
- (A) 1 722,22 \$ ou un montant plus élevé tel qu'il peut être prescrit à cette fin par *la Loi de l'impôt sur le revenu*, multiplié par le service ouvrant droit à pension du cotisant,
- plus
- (B) 1/35e de 25 % de le moyenne du maximum des gains annuels ouvrant droit à pension pour l'année de la retraite et pour chacune des deux années précédentes, multiplié par le service ouvrant droit à pension, sans excéder 35 ans.
- (b) les formules de réduction apparaissant au paragraphe 7(1)(c) sont modifiées comme suit :
- (i) "6/12 % pour chacun des 36 premiers mois" est remplacé par "3/12 % pour chacun des 30 premiers mois"
- (ii) "5/12 % pour chacun des 36 mois suivants" est remplacé par "4/12 % pour chacun des 12 mois suivants" .
- (c) les prestations additionnelles prévues aux paragraphes (a) et (b) ci-dessus sont payables uniquement si :
- (i) le cotisant choisit de recevoir une pension immédiate du régime à partir de la date à laquelle il perd sa qualité d'employé, et
- (ii) le cotisant perd sa qualité d'employé après avoir atteint la date facultative de la retraite telle que définie à l'article 3(n) et après avoir atteint la date à laquelle le total de son âge et de son service cotisable atteint 78 ans.
- (8) Nonobstant les autres dispositions de la Partie II, les dispositions énoncées aux paragraphes 7(7)(a), (b) et (c) s'appliquent à tout cotisant dont l'âge et le nombre d'années de service cotisable atteignent un total de 78 années ou

to be an employee for any reason other than death or disability, in the period from July 1, 2000 to December 31, 2000 inclusive.

8. COMPUTATION OF PENSIONS AND OTHER BENEFITS

- (1)
- (i) Except as otherwise provided in Part II, the amount of annual pension to which a contributor shall become entitled is an amount equal, from time to time, to one and one quarter percent of the sum of such contributor's adjusted pensionable earnings for all calendar years, subject to the other provisions of this Section 8(1).
 - (ii) If contributions of a contributor have ceased to be made by reason of Section 6(2), the first years of such contributor's pensionable service under Part II shall be the period of pensionable service on which contributions are deemed to have been made for the purpose of determining the adjusted pensionable earnings of such contributor under Part II.
 - (iii) In no case shall the sum of the adjusted pensionable earnings of a contributor be less than the sum of the salaries of the contributor upon which the adjusted pensionable earnings were computed.
 - (iv) If a contributor reaches final salary year and again becomes an employee, the number of years of pensionable service to his credit which shall be counted in computing a pension to or in respect of him after again becoming an employee shall not exceed thirty-five years, less any period of service in respect of which a deferred or immediate pension was issued to or in respect of him under Part I and/or Part II, and in applying the terms of Section 6(2) the reference to thirty-five years shall be deemed to be a reference to such maximum number of years which may be counted as pensionable service.
- (2) When a contributor is granted leave without payment of salary,
- (a) if a contributor, by reason of being granted such leave, receives salary in respect of any calendar month which is less than one half of the salary which he would otherwise have received, such calendar month shall not be regarded as pensionable service of the contributor and the contributor shall make no contribution in respect of such month;

plus et qui cesse d'être un employé pour toute autre raison que le décès ou l'invalidité entre le 1er juillet 2000 et le 31 décembre 2000 inclusivement.

8. CALCUL DE LA PENSION ET DES AUTRES PRESTATIONS

- (1)
- (i) Sauf dispositions contraires de la Partie II, le montant de la pension annuelle auquel le cotisant a droit est égal à un et un quart pour cent de la somme des gains ouvrant droit à pension rajustés du cotisant pour toutes les années civiles, sous réserve des autres dispositions de cet article 8(1).
 - (ii) Lorsque les cotisations d'un cotisant ont cessé conformément à l'article 6(2), les premières années de service-pension de ce cotisant au titre de la Partie II représentent la période de service-pension pour laquelle les cotisations sont réputées avoir été versées pour les besoins du calcul des gains ouvrant droit à pension rajustés de ce cotisant au titre de la Partie II.
 - (iii) En aucun cas, la somme des gains ouvrant droit à pension rajustés d'un cotisant ne saurait être inférieure à la somme des salaires du cotisant utilisés pour calculer les gains ouvrant droit à pension rajustés.
 - (iv) Lorsqu'un cotisant atteint sa dernière année de salaire et qu'il a de nouveau par la suite qualité d'employé, le nombre d'années de service-pension à son actif, qui entre dans le calcul des prestations acquises après sa réintégration, ne saurait dépasser trente-cinq, sous déduction de toute période de service à l'égard duquel une pension immédiate ou différée lui a été accordée au titre de la Partie I et/ou de la Partie II, étant précisé qu'aux fins de l'article 6(2), la mention du maximum de trente-cinq ans s'entend du nombre maximal d'années qui comptent comme service-pension.
- (2) En cas de congé non payé :
- a) Si le cotisant touche, pour un mois civil donné, un salaire équivalent à moins de la moitié du salaire qu'il aurait reçu autrement, ce mois civil ne compte pas comme service-pension à l'actif du cotisant et il ne verse aucune cotisation.

- (b) if a contributor, by reason of being granted such leave, receives salary in respect of any calendar month which is one-half or more but less than the full amount of salary he would otherwise have received, such calendar month shall be regarded as pensionable service of the contributor and the contributor shall make a contribution in respect of such month.

Each complete calendar month shall count as one-twelfth of a year.

- (3) Notwithstanding anything in this Section 8, when a contributor is granted leave without payment of salary for a continuous period not in excess of two years, and such leave is deemed by the President of the Corporation or his delegate to have been granted in the public interest, the period of such leave shall be regarded as pensionable service of the contributor if he elects to and does contribute in respect thereto. Such contribution shall be based on the salary rate the contributor received from the Corporation immediately prior to such leave of absence and shall be made by paying to the Corporation, for payment to the Pension Board, the contributions which would have been paid by him and by the Corporation in respect of him had he remained as an active employee during such period of absence. Such contributions shall be paid in a manner determined by the President of the Corporation or his delegate but not later than the return of the employee to active employment.
- (4) When an employee is laid off he shall be deemed to have reached final salary year and shall be eligible for benefits according to Section 7(1). Notwithstanding anything to the contrary herein, if such person again becomes an employee within one year following the date on which he was laid off, he may elect within one month thereafter to retain credit for the pensionable service rendered prior to the date on which he was laid off in which case he will be required to waive, relinquish or refund, as the case may be, any settlement granted under the terms of Section 7(1) following his lay-off.
- (5) A pension shall be payable in equal monthly instalments in advance and shall continue, subject to the terms of Part II, during the lifetime of the recipient. Notwithstanding anything in Part II,
- (a) a pension shall cease with the monthly instalment payable on the first day of the month in which the recipient's death occurs;

- b) Si le cotisant touche, pour un mois civil donné, un salaire équivalent à au moins la moitié, mais non à la totalité, du salaire qu'il aurait reçu autrement, ce mois-là est porté à son actif comme service-pension et il est tenu de verser sa cotisation.

Tout mois civil complet compte pour un douzième d'une année.

- (3) Nonobstant toute disposition contraire du présent article 8, lorsque le cotisant bénéficie d'un congé non payé ininterrompu d'au plus deux ans, accordé, aux yeux du président-directeur général de la Société ou de son délégué, dans l'intérêt du public, il peut, à son gré, faire porter à son actif comme service-pension la durée de son congé à condition d'en verser la cotisation. Cette cotisation est fonction du taux de salaire que le cotisant recevait de la Société immédiatement avant son départ en congé et le cotisant la règle en versant à la Société, à l'intention du Conseil de fiducie, les sommes que la Caisse aurait perçues en cotisations de sa part et de celle de la Société, à son égard, s'il était resté en activité pendant la durée de son congé. Cette cotisation se paye selon les modalités fixées par le président-directeur général de la Société ou son délégué, mais au plus tard au retour de l'employé en activité.
- (4) Tout employé licencié est réputé avoir atteint sa dernière année de salaire et devient admissible aux prestations prévues à l'article 7(1). Nonobstant toute disposition contraire des présentes, s'il est réintégré sous une année, il peut, dans un délai d'un mois, décider de garder à son actif son service-pension accumulé avant le licenciement. Le cas échéant, il est tenu de renoncer aux prestations accordées en vertu de l'article 7(1) consécutivement au licenciement ou encore d'effectuer un remboursement.
- (5) La pension se verse d'avance en mensualités égales et, sous réserve des dispositions de la Partie II, est payable la vie durant du bénéficiaire. Nonobstant toute disposition contraire de la Partie II :
- a) La pension cesse avec la mensualité versée le premier jour du mois où survient le décès du bénéficiaire.

- (b) a pension payable to or in respect of a child shall cease with the monthly instalment payable on the first day of the month in which occurs the earliest of
- (i) the day on which the child reaches the age of eighteen years, if he is not then in full-time attendance at a school or university, or
 - (ii) the day on which the child substantially discontinues full-time attendance at a school or university if such child has reached the age of eighteen years, or
 - (iii) the day on which the child reaches the age of twenty-one years (effective January 1, 1992, twenty-five years of age).

For the purposes of this Section 8(5), "recipient" means a contributor or his spouse or his child and shall not mean any other person to whom a pension is paid in respect of any of them.

- (6) Notwithstanding anything in Part II, no pension shall be granted to
- (a) a person who becomes the spouse of a contributor if such person becomes the spouse of such contributor after such contributor begins to receive a pension pursuant to Part II, or
 - (b) any child of a contributor if such child is born to or adopted by such contributor, or becomes the stepchild of such contributor after such contributor reaches final salary year unless, where such contributor ceased to be an employee because of death, the child is a posthumous child.

- (7) (a) If the age of a contributor exceeds the age of such contributor's spouse by more than twenty years, the pension of such contributor and/or spouse are subject to reduction as described in this Section 8(7).

In the computation of such reduction, "assumed age" of a spouse shall be the age which is twenty years less than the age of the contributor in respect of whom the spouse's pension is paid.

The pensions payable to children under the provisions of Section 7(3) shall be the pensions computed in respect of them

- b) La pension d'un enfant cesse avec la mensualité versée le premier jour du mois où survient la première des éventualités suivantes :
- (i) le jour où il atteint l'âge de dix-huit ans, s'il ne fréquente pas alors l'école ou l'université à plein temps, ou
 - (ii) s'il a atteint l'âge de dix-huit ans, le jour où il cesse effectivement de fréquenter l'école ou l'université à plein temps, ou
 - (iii) le jour où il atteint l'âge de vingt-et-un ans (vingt-cinq à compter du 1er janvier 1992).

Pour les besoins du présent article 8(5), le mot "bénéficiaire" s'entend du cotisant, de son conjoint ou de son enfant, mais en aucun cas d'une autre personne à qui est versée une pension à l'égard de l'un ou l'autre d'entre eux.

- (6) Nonobstant toute autre disposition de la Partie II, aucune pension ne saurait être accordée à
- a) une personne qui devient le conjoint du cotisant après le début du service de la pension au titre de la Partie II, ou
 - b) un enfant du cotisant s'il naît, est adopté ou devient son beau-fils ou sa belle-fille une fois que le cotisant a atteint sa dernière année de salaire à moins, dans le cas où le cotisant perd sa qualité d'employé pour cause de décès, qu'il ne s'agisse d'un enfant posthume.

- (7) a) Lorsque le cotisant a plus de vingt ans de plus que son conjoint, la pension du cotisant et/ou du conjoint sont réduites selon les dispositions de l'article 8(7) :

Pour les besoins du calcul de cette réduction, on établit "l'âge présumé" du conjoint à vingt années de moins que l'âge du cotisant.

Les pensions payables aux enfants en vertu des dispositions de l'article 7(3) ne sont pas soumises au rajustement

- before any adjustment is made in spouses' pensions as a result of Section 8(7).
- applicable à la pension du conjoint conformément à cet article 8(7).
- (b) The spouse's pension provided by Section 7(3)(b) shall be adjusted as follows:
- (i) The value of the spouse's pension computed according to Section 7(3)(b)(i), based on the spouse's assumed age, shall be computed.
- (ii) A reduced pension to the spouse, having a value equal to the value computed according to paragraph (i) above, shall be computed using the spouse's correct age. Such reduced pension shall be the pension paid to the spouse under Section 7(3)(b)(i).
- (iii) The pension paid according to Section 7(3)(b)(ii) shall be based on the spouse's correct age.
- (c) The spouse's pension provided by Section 7(3)(c) shall be adjusted as follows:
- (i) The value of the spouse's pension according to Section 7(3)(c)(i), based on the spouse's assumed age, shall be computed.
- (ii) A reduced pension to the spouse, having a value equal to the value computed according to paragraph (i) above, shall be computed using the spouse's correct age.
- (iii) Such spouse shall receive a pension which is the greater of:
- the spouse's pension computed as sixty percent of the pension the contributor would have received if such contributor had retired for a reason other than disability on the date of death, or
- the reduced pension computed according to subparagraph (ii) above.
- (d) The spouse's pension provided by Section 7(3)(d), in the event of the death of a contributor not in receipt of a pension but eligible for a deferred or immediate pension, shall be adjusted in the same manner as provided by Section 8(7)(b) or Section 8(7)(c), as the case may be.
- (e) If at the time a contributor's pension commences a spousal waiver in a form satisfactory to the Pension Board had been submitted to the Pension Board,
- b) La pension du conjoint prévue à l'article 7(3)b) est rajustée comme suit :
- (i) On calcule la valeur de la pension du conjoint selon l'article 7(3)b)(i), en fonction de l'âge présumé du conjoint.
- (ii) On calcule ensuite une pension réduite pour le conjoint, d'une valeur équivalente à celle calculée selon le paragraphe (i) ci-dessus, en tenant compte de l'âge réel du conjoint. Cette pension réduite est alors payée au conjoint en vertu de l'article 7(3)b)(i).
- (iii) La pension payée conformément à l'article 7(3)b)(ii) est basée sur l'âge réel du conjoint.
- c) La pension du conjoint prévue à l'article 7(3)c) est rajustée comme suit :
- (i) On calcule la valeur de la pension du conjoint prévue à l'article 7(3)c)(i) en fonction de l'âge présumé du conjoint.
- (ii) On calcule ensuite une pension réduite pour le conjoint, d'une valeur équivalente à celle calculée selon le paragraphe (i) ci-dessus, en fonction de l'âge réel du conjoint.
- (iii) Le conjoint a alors droit au plus élevé des montants suivants :
- la pension du conjoint calculée à raison de soixante pour cent de la pension que le cotisant aurait reçue s'il avait pris sa retraite pour une raison autre que l'invalidité, à la date de son décès, ou
- la pension réduite calculée selon le sous-alinéa (ii) ci-dessus.
- d) La pension du conjoint prévue à l'article 7(3)d), dans le cas où un cotisant décède alors qu'il ne percevait pas de pension mais était admissible à une pension immédiate ou différée, est rajustée conformément aux dispositions de l'article 8(7)b) ou 8(7)c), selon le cas.
- e) Si, au début du service de la pension d'un cotisant, le Conseil de fiducie a reçu une exonération de conjoint selon des modalités satisfaisantes, la pension du

the contributor's pension shall not be adjusted but the spouse's pension shall be adjusted according to the provisions of Sections 8(7)(c)(i) and 8(7)(c)(ii), with the necessary computations being made as at the time the contributor's pension commences.

(f) If at the time a contributor's pension commences a spousal waiver in a form satisfactory to the Pension Board has not been submitted to the Pension Board, the following computations shall be made as of the date on which the contributor's pension commences:

- (i) A computation shall be made of the value of the contributor's pension, exclusive of the spouse's pension.
- (ii) A computation shall be made of the value of the spouse's pension using the spouse's correct age.
- (iii) A computation, the same as specified in paragraph (ii) above shall be made, using the spouse's assumed age.
- (iv) A computation shall be made of a spouse's pension of sixty percent of the contributor's pension using the spouse's correct age.
- (v) If the value derived from paragraph (iv) is higher than the value derived from paragraph (iii), the contributor's pension shall be adjusted so that the aggregate value derived from paragraph (i) after adjustment and paragraph (iv) after adjustment shall be equal to the aggregate value derived from paragraph (i) before adjustment and paragraph (iii) before adjustment. In such eventuality the spouse's pension shall be equal to sixty percent of the contributor's pension after adjustment.
- (vi) If the value derived from paragraph (iii) is higher than the value derived from paragraph (iv), no adjustment shall be made to the contributor's pension, but the spouse's pension, if such spouse is predeceased by the contributor, shall be adjusted so that the value derived from paragraph (ii) after adjustment shall be equal to the value derived from paragraph (iii) before adjustment.

cotisant n'est pas rajustée, mais par contre la pension du conjoint est rajustée conformément aux dispositions des articles 8(7)(c)(i) et 8(7)(c)(ii), les calculs nécessaires étant effectués à la date à laquelle le service de la pension du cotisant débute.

f) Si, au moment du début du service de la pension d'un cotisant, le Conseil de fiducie n'a pas reçu d'exonération de conjoint selon des modalités satisfaisantes, les calculs suivants sont effectués à compter de la date à laquelle le service de la pension du cotisant débute :

- (i) On calcule la valeur de la pension payable au cotisant en excluant la pension du conjoint.
- (ii) On calcule la valeur de la pension payable au conjoint en tenant compte de son âge réel.
- (iii) On calcule ensuite la pension payable au conjoint comme ci-dessus en tenant compte de son âge présumé.
- (iv) On calcule la pension qui reviendrait au conjoint s'il percevait 60 pour cent de la pension du cotisant, en tenant compte de l'âge réel du conjoint.
- (v) Si le montant obtenu au paragraphe (iv) est supérieur à celui obtenu au paragraphe (iii), la pension du cotisant est rajustée de sorte que la valeur globale des paragraphes (i) et (iv) après rajustement soit égale à la valeur globale des paragraphes (i) et (iii) avant rajustement. Dans ce cas, la pension du conjoint est égale à 60 pour cent de la pension du cotisant après rajustement.
- (vi) Si le montant obtenu au paragraphe (iii) est supérieur à celui obtenu au paragraphe (iv), la pension du cotisant ne fait l'objet d'aucun rajustement, mais la pension du conjoint, si le cotisant décède le premier, est rajustée de sorte que la valeur du paragraphe (ii) après rajustement soit égale à la valeur de paragraphe (iii) avant rajustement.

- (8) When a contributor in receipt of a pension payable under Part II by reason of having been deemed to be disabled has, in the opinion of the Corporation, ceased to be disabled, the pension or other benefit to which he is or may become entitled shall be recomputed without reference to such disability.

If such contributor again becomes an employee immediately after ceasing to be disabled, pension payments will be suspended effective with the monthly instalment payable on the first day of the month coinciding with or next following the day on which such contributor again becomes an employee, and the pensionable service of such contributor prior to his having become disabled shall be included in the computation of any pension which becomes payable to or in respect of such contributor at the time he again reaches final salary year.

- (9) Where a contributor has been granted a deferred pension he may, at any time before the deferred pension becomes payable and before his normal retirement date:

- (a) if he has become disabled, elect to receive immediately an actuarial equivalent pension in lieu of a deferred pension, or
- (b) revoke the option already exercised and instead elect to receive a pension becoming payable on any future date which is the first day of any month falling between the contributor's optional retirement date and normal retirement date inclusive.

- (10) Should the total of the annual pension benefit payable pursuant to Part I and Part II to a contributor, or a contributor's spouse, or any child of the contributor be less than four percent of the Year's Maximum Pensionable Earnings for the calendar year in which the contributor ceases to be an employee, the Pension Board may, in lieu thereof, pay the pension benefit credit to the contributor or surviving spouse, as the case may be, in a lump sum, and may pay to such child the commuted value of the child's pension.

- (11) Notwithstanding anything in Part II:

The number of years of pensionable service to the credit of a contributor, which shall be counted in computing a pension to or in respect of him under Part I and Part II combined, shall not exceed thirty-five years.

For this purpose, pensionable service shall be deemed to include any period for which rights to a deferred or immediate pension have been granted under either Part I or Part II, but shall

- (8) Lorsqu'un cotisant reçoit une pension au titre de la Partie II parce qu'il était réputé invalide et que, de l'avis de la Société, il a cessé d'être invalide, la pension ou les autres prestations auxquelles il a ou aura droit sont recalculées sans tenir compte de l'invalidité.

S'il reprend sa qualité d'employé immédiatement après avoir cessé d'être invalide, le service de la pension cesse à compter de la mensualité payable le premier jour du mois qui coïncide avec le jour où le cotisant reprend son emploi, ou qui le suit immédiatement, et le service-pension antérieur à son invalidité entre dans le calcul de toute pension accordée, à lui ou à ses ayants droit, lors de sa dernière année de salaire.

- (9) Lorsqu'un cotisant a opté pour une pension différée, il peut toujours, avant l'échéance de la pension différée et avant d'avoir atteint la date réglementaire de la retraite :

- a) s'il est frappé d'invalidité, demander de recevoir immédiatement une pension actuariellement équivalente au lieu d'une pension différée, ou
- b) révoquer le choix retenu et opter pour une pension payable le premier jour de tout mois tombant entre la date facultative de sa retraite et la date réglementaire de sa retraite inclusivement.

- (10) Dans le cas où le total de la pension annuelle payable au titre de la Partie I et de la Partie II à un cotisant, à son conjoint ou à ses enfants serait inférieur à quatre pour cent du maximum des gains annuels ouvrant droit à pension pour l'année civile durant laquelle le cotisant perd sa qualité d'employé, le Conseil de fiducie se réserve le droit de payer les droits à pension sous forme de montant forfaitaire au cotisant ou à son conjoint survivant, selon le cas, et de verser à l'enfant la valeur globale de la pension d'enfant.

- (11) Nonobstant toute disposition contraire de la Partie II :

Aux fins du calcul de la pension au titre de la Partie I et de la Partie II combinées, le nombre d'années de service-pension à l'actif du cotisant ne saurait dépasser trente-cinq ans.

À cette fin, on considère comme service-pension toute période pour laquelle une pension différée ou immédiate a été accordée au titre de la Partie I ou de la Partie II, mais les périodes ayant fait l'objet d'un remboursement

be deemed not to include any period for which a refund of contributions has been made.

If a contributor reaches final salary year and again becomes an employee, in applying the terms of Section 6(2) the reference to thirty-five years therein shall be deemed to be a reference to such maximum number of years which may be counted as pensionable service.

- (12) Notwithstanding anything in Part II, when a contributor who is receiving a pension under Part I or Part II again becomes an employee under Part II, the contributor may choose:
- (a) to continue receiving his pension payments, in which case any period of service with the Corporation during which pension payments are being received shall be deemed not to be pensionable service, or
 - (b) to have his pension payments suspended, in which case at subsequent retirement the amount of annual pension to which he shall become entitled is equal to the greater of
 - (i) the sum of:
 - (A) in respect of his previous period of pensionable service, the actuarial equivalent of the annual pension and any other benefits to which he was entitled in respect of that previous period of pensionable service at the date of re-employment, and
 - (B) in respect of his subsequent period of pensionable service, the annual pension computed in accordance with the terms of Part II for that period of pensionable service, or
 - (ii) the annual pension computed in accordance with the terms of Part I and Part II, as the case may be, for his entire period of pensionable service.

In the event that the contributor dies during the period when the pension payments are suspended, he shall be deemed to have retired immediately prior to his death for purposes of determining survivor benefits.

des cotisations sont exclues.

Lorsqu'un cotisant atteint sa dernière année de salaire et qu'il retrouve par la suite sa qualité d'employé, aux fins de l'article 6(2), la mention du maximum de 35 ans s'entend du nombre maximal d'années qui comptent comme service-pension.

- (12) Nonobstant toute disposition contraire de la Partie II, lorsqu'un cotisant qui touche une pension au titre de la Partie I ou de la Partie II retrouve sa qualité d'employé au sens de la Partie II, il peut choisir
- a) de continuer à recevoir des paiements de pension, et le cas échéant, toute période de service à la Société au cours de laquelle des paiements de pension sont reçus sera considérée comme n'ouvrant pas droit à pension, ou
 - b) de faire interrompre ses paiements de pension, et le cas échéant, au moment de sa retraite ultérieure, le montant de pension annuelle auquel il aura droit sera égal au plus élevé de
 - (i) la somme de :
 - (A) pour sa période antérieure de service ouvrant droit à pension, l'équivalent actuariel de la pension annuelle et toutes les autres prestations annuelles auxquelles il a droit pour la période antérieure de service ouvrant droit à pension à la date de réengagement, et
 - (B) pour sa période ultérieure de service ouvrant droit à pension, la pension annuelle calculée conformément aux modalités de la Partie II pour cette période de service ouvrant droit à pension, ou
 - (ii) la pension annuelle calculée conformément aux modalités des Parties I et II, selon le cas, pour sa période entière de service ouvrant à pension.

Advenant le décès du cotisant pendant la période où les paiements de pension sont interrompus, on jugera qu'il aura pris sa retraite immédiatement avant son décès aux fins de déterminer les prestations de survivants.

(13) When an employee ceases to contribute under Part II and, without a final salary year occurring, becomes an employee under Part I, at the time a final salary year occurs such employee's salary, for all periods of service as a contributor to Part II, except any periods for which a return of contributions has been made or a deferred or immediate pension granted, shall be recomputed as adjusted pensionable earnings.

(13) Lorsqu'un employé cesse de verser des cotisations au titre de la Partie II, sans atteindre sa dernière année de salaire, et est pris en charge par la Partie I, son salaire est recalculé pour déterminer ses gains ouvrant droit à pension rajustés lors de sa dernière année de salaire, pour toutes les périodes de service durant lesquelles il a cotisé au titre de la Partie II, les périodes ayant donné lieu à un remboursement de cotisation ou à une pension différée ou immédiate étant exclues.

9. INCREASE TO PENSIONS

9. AUGMENTATION DES PENSIONS

(1) In this Section 9(1)

(1) Dans cet article 9(1)

"Consumer Price Index" shall mean the Consumer Price Index of Canada as published by Statistics Canada under the authority of the Statistics Act, R.S.C. 1985, Chapter S-19, as amended.

"Indice des prix à la consommation" signifie l'indice des prix à la consommation du Canada tel que publié par Statistique Canada en vertu de la Loi sur la statistique, S.R.C. 1985, Chapitre S-19, tel qu'amendé.

"Index Factor" for any calendar year shall mean the ratio of:

"Facteur d'indexation" pour toute année civile signifie la valeur de

(a) the average of the Consumer Price Index for the period of twelve months ending with the month of September of the year preceding such year to

(a) la moyenne de l'indice des prix à la consommation au cours de la période de douze mois se terminant en septembre de l'année précédant l'année visée par rapport à

(b) the average of the Consumer Price Index for the period of twelve months preceding the period described in Paragraph (a) above.

(b) la moyenne de l'indice des prix à la consommation pour la période de douze mois précédant la période décrite au paragraphe (a) ci-dessus.

The Index Factor shall be calculated to the nearest fourth decimal but may not in any event exceed 1.0270 for any year.

Le facteur d'indexation sera calculé à la quatrième décimale près sans toutefois jamais dépasser 1,0270 par année.

If the Index Factor so calculated produces a value for any calendar year prior to 1995 of less than 1.0100, the Index Factor for that year shall be taken to be 1.0000.

Si le facteur d'indexation ainsi calculé se traduit par une valeur annuelle pour toute année civile qui précède l'année 1995 inférieure à 1,0100, le facteur d'indexation pour cette année sera considéré comme étant 1,0000.

For the calendar years 1995 and after the Index Factor shall be no less than 1.0000.

Pour les années civiles 1995 et suivantes, le facteur d'indexation ne peut être inférieur à 1,0000.

For the calculation of any retroactive payments pursuant to this Section, the calculation with respect to any calendar year prior to 1995 shall assume that the word "September" is replaced by the word "October", and any retroactive payment due to a pension recipient pursuant to this Section shall be made in a single lump sum payment.

Aux fins du calcul de tout versement rétroactif payable en vertu du présent article, le terme "septembre" est remplacé par "octobre" dans le cas des calculs ayant trait à une année civile avant 1995; les personnes qui touchent une pension et qui ont droit à un versement rétroactif en vertu du présent article recevront une somme forfaitaire.

(2) Beginning with the month of January following the final salary year of a contributor, and effective with the month of January in each year thereafter, the immediate or deferred pension payable to such contributor or to the spouse and/or children of such contributor, as

(2) À compter du mois de janvier suivant la dernière année de salaire d'un cotisant, et de nouveau en janvier de chaque année subséquente, la pension immédiate ou différée versée au cotisant, ou à son conjoint et/ou ses enfants, selon le cas, sera sujette à

the case may be, shall be subject to increase as provided herein. The increased amount payable for any year shall be determined by multiplying the pension that would otherwise be payable for the month of January in that year by the Index Factor for that year.

l'augmentation prévue aux présentes. Le montant d'augmentation payable pour toute année sera déterminé en multipliant la pension qu'il aurait normalement dû recevoir pour le mois de janvier de cette année par le facteur d'indexation de cette même année.

10. OPTIONAL FORMS OF PENSION AND SPECIAL SETTLEMENTS

Certain alternative forms of pension are set forth in other sections of Part II since they apply particularly to those sections.

- (1) Subject to Sections 10(2) and 10(3) hereunder, the Pension Board may make available to contributors other optional forms of pension which are the actuarial equivalent of the pension otherwise payable, provided that such optional forms of pension are not contrary to any applicable act, law or regulation made under authority of the Government of Canada.
- (2) If a contributor has a spouse when pension payments begin to be paid to him and no spousal waiver has been filed in a form acceptable to the Pension Board,
 - (a) unless the surviving spouse's pension which Part II otherwise provides (hereinafter called the normal spouse's pension) equals at least 60% of that payable to the contributor, he shall be deemed to have elected the 60% survivor option whereby, in lieu of the normal spouse's pension, the surviving spouse will receive a pension equal to 60% of the pension which the contributor would have received if he had survived, the amount of the contributor's pension being the actuarial equivalent of that payable with the normal spouse's pension, and
 - (b) no option may be elected to provide a pension to the surviving spouse of less than 60% of the pension that would have been payable to the contributor if he had survived.

Notwithstanding the foregoing an option through which the amount of the contributor's pension only is adjusted so as to vary by reference to the amount of pension payable under the Old Age Security Act may be elected as long as the pension that would be payable to the surviving spouse following the contributor's death is at least 60% of the pension that would have been payable to such contributor, except for such adjustment, had the contributor survived.

10. MODES FACULTATIFS DE VERSEMENT ET MODALITÉS DE RÈGLEMENT PARTICULIÈRES

En plus des options décrites ci-dessous, la Partie II comporte, dans les articles pertinents, d'autres formes de versement.

- (1) Sous réserve des articles 10(2) et 10(3) ci-dessous, le Conseil de fiducie peut proposer aux cotisants des modes de versement facultatifs qui sont l'équivalent actuariel de la pension normalement payable, pourvu que ceux-ci soient conformes aux lois et règlements établis sous l'autorité du gouvernement du Canada.
- (2) Lorsqu'un cotisant a un conjoint au moment où la pension commence à lui être servie et qu'il n'a pas fourni d'exonération de conjoint selon des modalités acceptables au Conseil de fiducie,
 - a) à moins que la pension au conjoint survivant normalement prévue à la Partie I (ci-après appelée la pension normale du conjoint) ne soit équivalente à au moins 60 % de la pension payable au cotisant, il est réputé avoir choisi l'option prévoyant une pension de survivant de 60 % en vertu de laquelle le conjoint survivant a droit, au lieu de la pension normale de conjoint, à une pension égale à 60 % de celle que le cotisant aurait reçue s'il avait vécu, le montant de la pension du cotisant étant l'équivalent actuariel de la pension payable selon le mode normal de versement, et
 - b) il ne saurait choisir une option qui procurerait au conjoint survivant une pension inférieure à 60 % de la pension qui aurait été payable au cotisant s'il avait vécu.

Nonobstant ce qui précède, le cotisant ne peut retenir d'option en vertu de laquelle seule la pension du cotisant est rajustée de manière à différer par rapport au montant de la pension payable au titre de la Loi sur la sécurité de la vieillesse que dans la mesure où la pension qui aurait été payable au conjoint survivant après le décès du cotisant correspond à au moins 60 % de la pension qui aurait été payée au cotisant, en l'absence de ce rajustement, si le cotisant avait vécu.

- (3) (a) In this Section 10(3) -
- “provincial property law” means the law of a province relating to the distribution, pursuant to a court order or agreement between the spouses, of the property of the spouses on divorce, annulment or separation, and

“spouse” has

- (i) in the definition “provincial property law” in this subsection the same meaning that it has in the applicable provincial property law, regardless of whether the provincial property law uses the word “spouse” or uses another expression, and
 - (ii) in relation to a court order, the same meaning as in paragraph (i) above, and
 - (iii) in relation to an assignment or agreement to which reference is made in this subsection, the same meaning as in the definition of spouse in Section 3(w).
- (b) Subject to this Section 10, pension benefits, pension benefit credits and any other benefit under Part II shall, on divorce, annulment or separation, be subject to the applicable provincial property law.
- (c) A pension benefit, pension benefit credit or other benefit under Part II that is subject to provincial property law is not subject to the Pension Benefits Standards Act, 1985 relating to the valuation or distribution of pension benefits, pension benefit credits or other benefits under Part II as the case may be.
- (d) Notwithstanding anything in this Section 10(3) or in provincial property law, a contributor may assign to a spouse all or part of such contributor’s pension benefit, pension benefit credit or other benefit under Part II effective as of divorce, annulment or separation, and in the event of such assignment the spouse shall, in respect of the assigned portion of such pension benefit, pension benefit credit or other benefit, be deemed for the purposes of Part II
- (i) to have been a contributor under the terms of Part II, and

- (3) a) Dans cet article 10(3) :
- “droit provincial des biens” s’entend du droit d’une province régissant la répartition des biens des conjoints, conformément à l’ordonnance d’un tribunal ou d’une entente entre eux, lors du divorce, de l’annulation de mariage ou de la séparation, et
- “conjoint”
- (i) dans la définition de “droit provincial des biens” dans cet article, a le même sens que dans la Loi provinciale applicable, que celle-ci utilise le terme “conjoint” ou toute autre expression, et
 - (ii) en ce qui a trait à une ordonnance du tribunal, a la même signification qu’au paragraphe (i) ci-dessus, et
 - (iii) en ce qui a trait à toute cession ou entente dont il est question dans cet article, a le même sens que dans la définition de conjoint à l’article 3w).
- b) Sous réserve du présent article 10, les pensions ou autres prestations, ainsi que les droits à pension prévus par la Partie II sont, lors du divorce, de l’annulation de mariage ou de la séparation, assujettis au droit provincial des biens applicable.
- c) Les pensions ou autres prestations et les droits à pension prévus à la Partie II et assujettis au droit provincial des biens ne sont pas soumis aux dispositions de la Loi de 1985 sur les normes de prestations de pension relatives à leur évaluation et à leur répartition.
- d) Par dérogation au présent article 10(3) ou au droit provincial des biens, un cotisant peut céder à son conjoint toute partie de sa pension, ou de ses autres prestations ou de ses droits à pension prévus à la Partie II, cette cession prenant effet lors du divorce, de l’annulation de mariage et de la séparation et, dans ce cas, le conjoint est réputé, en ce qui a trait à la portion cé-dée de sa pension ou de ses autres prestations, ou de ses droits à pension, pour les besoins de la Partie II :
- (i) avoir été cotisant au titre de la Partie II, et

- | | |
|---|---|
| <p>(ii) to have reached final salary year under the terms of Part II as of the effective date of the assignment,</p> <p>but a subsequent spouse of that spouse is not entitled to any pension benefit, pension benefit credit or other benefit under Part II in respect of that assigned portion.</p> | <p>(ii) avoir atteint sa dernière année de salaire au sens de la Partie II à la date d'effet de la cession,</p> <p>étant précisé qu'un conjoint qui remplacerait ledit conjoint n'a droit à aucune prestation de retraite ou autre, ni droits à pension, au titre de la Partie II en ce qui a trait à la partie cédée.</p> |
| <p>(e) Where, pursuant to this Section 10(3), all or part of a pension benefit, pension benefit credit or other benefit of a contributor is required to be distributed to that contributor's spouse under a court order or an agreement between the spouses, the Pension Board on receipt of</p> | <p>e) Dans le cas où, en application de cet article 10(3), la totalité ou une partie de la pension ou des autres prestations, ou des droits à pension d'un cotisant doit être attribuée au conjoint du cotisant en vertu d'une ordonnance du tribunal ou d'une entente entre les conjoints, le Conseil de fiducie doit, sous réception des documents suivants,</p> |
| <p>(i) a written request from the contributor or the contributor's spouse that all or part of the pension benefit, pension benefit credit or other benefit, as the case may be, be distributed in accordance with the court order or the agreement, and</p> | <p>(i) demande écrite du cotisant ou de son conjoint visant à faire effectuer le partage visé par l'ordonnance ou l'entente, et</p> |
| <p>(ii) a copy of the court order or agreement, shall determine and henceforth administer the pension benefit, pension benefit credit or other benefit, as the case may be, in authorized manner, in accordance with the court order or agreement; however in the case of a court order, the Pension Board shall not administer the pension benefit, pension benefit credit or other benefit in accordance with the court order until all appeals therefrom have been finally determined or the time for appealing has expired.</p> | <p>(ii) copie de l'ordonnance ou de l'entente, évaluer et gérer ces prestations ou ces droits conformément aux modalités réglementaires et à l'ordonnance ou l'entente en cause; étant précisé que s'il s'agit d'une ordonnance de tribunal, le Conseil de fiducie n'accordera aucune prestation tant que les procédures d'appel qui pourraient en découler n'auront pas abouti, ou tant que le délai accordé pour faire appel n'aura pas expiré.</p> |
| <p>(f) On receipt of a request referred to in Section 10(3)(e)(i) the Pension Board shall notify the non-requesting spouse of the request and shall provide that spouse with a copy of the court order or agreement submitted in support of the request, but this requirement does not apply in respect of a request or an agreement received by the Pension Board in a form or manner that indicates that it was jointly submitted by the two spouses.</p> | <p>f) Sur réception de la demande visée à l'article 10(3)(e)(i), le Conseil de fiducie en informera l'autre conjoint et lui transmettra une copie de l'ordonnance ou de l'entente à l'appui de la demande, étant précisé que cette disposition ne s'applique pas si le Conseil de fiducie a reçu une demande ou une entente soumise conjointement par les deux conjoints.</p> |
| <p>(g) Where, pursuant to this Section 10(3), all or part of a pension benefit of a contributor is required to be distributed to that contributor's spouse under a court order or an agreement between the spouses, the contributor's pension,</p> | <p>g) Lorsque, conformément à cet article 10(3), les prestations de retraite d'un cotisant doivent, en totalité ou en partie, être octroyées au conjoint du cotisant en vertu d'une ordonnance du tribunal ou d'une entente entre les conjoints, la</p> |

including the pension to the surviving spouse, may be adjusted so that it becomes payable as two separate pensions, one to the contributor and the other to the contributor's spouse, if the aggregate of the actuarial present values of the two pensions is not less than the actuarial present value of such contributor's pension including the pension to the surviving spouse.

- (h) Notwithstanding the provisions of Section 10(3)(b), the aggregate of
- (i) the actuarial present value of the pension benefit or other benefit paid to the contributor, and
 - (ii) the actuarial present value of the pension benefit or other benefit paid to such contributor's spouse
- pursuant to Section 10(3) shall not be greater than the actuarial present value of the pension benefit or other benefit, as the case may be, that would have been payable to the contributor had the divorce, annulment or separation not occurred.

pension du cotisant, y compris la pension du conjoint survivant, peut être rajustée de manière à être versée en deux pensions distinctes, l'une au cotisant et l'autre au conjoint du cotisant, pourvu que l'ensemble de la valeur actuarielle des deux pensions ne soit pas inférieure à la valeur actuarielle de la pension de ce cotisant, y compris la pension au conjoint survivant.

- h) Nonobstant les dispositions de cet article 10(3)(b), l'ensemble de
- (i) la valeur actuarielle de la pension ou des autres prestations ou autres versées au cotisant, et
 - (ii) la valeur actuarielle de la pension ou des autres prestations versées au conjoint de ce cotisant
- conformément à l'article 10(3) ne saurait être supérieur à la valeur actuarielle de la pension ou des autres prestations, selon le cas, qui aurait été payable au cotisant en l'absence de divorce, d'annulation de mariage ou de séparation.

11. PORTABILITY OF PENSION BENEFIT CREDITS

- (1) Where a contributor ceases to be an employee before reaching optional retirement date but while eligible for a deferred pension, the contributor, or his surviving spouse, as the case may be, is entitled
- (a) to transfer the contributor's pension benefit credit (or the surviving spouse's pension benefit credit, whichever is applicable) to another pension plan, if that other plan permits,
 - (b) to transfer the contributor's pension benefit credit (or the surviving spouse's pension benefit credit, whichever is applicable) to a registered retirement savings plan of an authorized kind for the contributor or surviving spouse, as the case may be, or
 - (c) to use the contributor's pension benefit credit (or the surviving spouse's pension benefit credit, whichever is applicable) to purchase an immediate or deferred life annuity of an authorized kind for the contributor or surviving spouse, as the case may be,

11. TRANSFERT DES DROITS À PENSION

- (1) Lorsqu'un cotisant perd sa qualité d'employé avant d'avoir atteint la date facultative de la retraite, mais en étant admissible à une pension différée, celui-ci, ou son conjoint survivant, selon le cas, peut, à condition d'informer le Conseil de fiducie de son intention en la forme réglementaire, dans les 90 jours de la cessation d'emploi ou du décès du cotisant, ou dans les 60 jours après avoir reçu le relevé mentionné en 13(4),
- a) transférer les droits à pension du cotisant (ou du conjoint survivant, selon le cas) à un autre régime de pension si celui-ci le prévoit,
 - b) transférer les droits à pension du cotisant (ou du conjoint survivant, selon le cas) à un régime enregistré d'épargne retraite prévu par règlement pour le cotisant ou son conjoint, selon le cas, ou
 - c) utiliser les droits à pension du cotisant (ou du conjoint survivant, selon le cas) pour acheter une rente viagère immédiate ou différée prévue par règlement pour le participant ou le conjoint survivant, selon le cas.

if the contributor or surviving spouse notifies the Pension Board of such desire, in authorized form and within ninety days after the termination of employment or death of the contributor, or within sixty days after the contributor or surviving spouse has been given the statement to which reference is made in Section 13(4).

- (2) Where a contributor ceases to be an employee either before or after reaching optional retirement date, should such contributor's pension benefit credit (or the surviving spouse's pension benefit credit, whichever is applicable) be less than ten percent of the Year's Maximum Pensionable Earnings for the calendar year in which the contributor ceases to be an employee, the Pension Board may require the contributor or the surviving spouse, as the case may be, to elect one of the options provided by this Section 11.
- (3) Any transfer of monies out of Part II shall be made in accordance with the Pension Benefits Standards Act, 1985, the regulations made thereunder and the provisions of this Part II.
- (4) Any transfer of monies out of Part II shall release and discharge the Corporation, the Pension Board and the CBC Pension Plan from all liability in respect of the pensionable service in respect of which such transfer was made.

- (2) Lorsqu'un cotisant perd sa qualité d'employé, soit avant, soit après avoir atteint la date facultative de la retraite, et que ses droits à pension (ou ceux de son conjoint survivant, selon le cas) sont inférieurs à dix pour cent du maximum des gains annuels ouvrant droit à pension pour l'année civile au cours de laquelle le cotisant perd sa qualité d'employé, le Conseil de fiducie peut demander au cotisant ou à son conjoint survivant, selon le cas, de se prévaloir d'une des options ci-dessus.
- (3) Tout transfert d'argent de la Partie II doit se conformer à la Loi de 1985 sur les normes de prestation de pension et de ses règlements, ainsi qu'aux dispositions de cette Partie II.
- (4) Tout transfert d'argent de la Partie II libère la Société, le Conseil de fiducie ainsi que la Caisse de retraite de Radio-Canada de toute obligation relative au service-pension qui a fait l'objet de ce transfert.

12. GENERAL

- (1) The Corporation may from time to time make regulations in respect of those matters indicated in Part II and which are not inconsistent with the provisions of Part II, and may from time to time amend, repeal or add to such regulations. Without limiting the generality of the foregoing, the Corporation may make regulations with respect to the rate of interest to be used in the calculation of Accumulated Employee Contributions, the indices to be used in adjusting pension credits both before and after termination of employment, the forms to be used in the administration of Part II, and generally with respect to those administrative matters reasonably necessary for carrying out the purposes and provisions of Part II. All regulations shall have the same force and effect as if set out herein.
- (2) Subject to the powers of the Corporation as expressed herein, all questions arising in the administration and interpretation of Part II shall be decided by the Pension Board.
- (3) The Pension Board shall be entitled to withhold or direct to be withheld from any benefit

12. DISPOSITIONS GÉNÉRALES

- (1) La Société peut, de temps à autre, établir des règlements relatifs aux sujets traités à la Partie II, compatibles avec les conditions énoncées dans les présentes et les modifier, les révoquer ou en rajouter d'autres. Sans limiter la généralité de ce qui précède, la Société peut établir des règlements relatifs aux taux d'intérêt à utiliser pour le calcul des cotisations salariales accumulées, les indices à utiliser pour rajuster les droits à pension à la fois avant et après la cessation d'emploi, les formulaires à utiliser pour l'administration de la Partie II et, de façon générale, à des questions administratives ayant normalement trait à la mise en application des objets et dispositions de la Partie II. Ces règlements ont le même effet que s'ils étaient consignés au présent document.
- (2) Sous réserve des pouvoirs de la Société énoncés dans cette Partie II, toutes les questions relatives à l'administration et à l'interprétation de la Partie II sont du ressort du Conseil de fiducie.
- (3) Le Conseil de fiducie est habilité à retenir ou à ordonner de retenir sur toute prestation due à

payable to a person under Part II any amounts which have been improperly paid pursuant to Part II by reason of any act of the contributor in respect of whom such benefits are payable, or any act of any other person to whom benefits are payable in respect of the contributor.

une personne en vertu de la présente Partie II les sommes indûment versées en raison d'une action du cotisant à l'égard de qui les prestations sont payables, ou en raison d'une action de tout autre bénéficiaire.

(4) Where, for any reason, a person entitled to a benefit under Part II is, in the opinion of the Pension Board, unable to manage his own affairs and there is no person entitled by law to act for him, the Pension Board may pay or direct to be paid to such other person as it deems appropriate, any amount that is payable to such person entitled to such benefit under Part II. Any payment made pursuant to this subsection shall be deemed to be a payment to the person in respect of whom such payment is made.

(4) Lorsque, pour une raison donnée, le bénéficiaire d'une pension au titre de la présente Partie II est, de l'avis du Conseil de fiducie, inapte à administrer ses affaires, et à défaut de mandataire juridique, le Conseil de fiducie peut verser ou ordonner de verser à toute personne qu'il juge apte, les prestations destinées au bénéficiaire en vertu de la présente Partie II. Tout paiement conformément au présent paragraphe est réputé avoir été versé au bénéficiaire lui-même.

(5) Before becoming entitled to any benefits under Part II, the contributor or other recipient thereof shall furnish the Corporation or the Pension Board with such information and evidence thereof, including but not limited to proof of age, as they shall require.

(5) Avant d'être admis aux prestations prévues par la présente Partie II, le cotisant, ou tout autre bénéficiaire, doit fournir à la Société ou au Conseil de fiducie tous les renseignements demandés avec preuve à l'appui, notamment la preuve d'âge.

(6) All pensions and other benefits under Part II shall be payable in Canadian currency.

(6) Toutes les pensions et autres prestations au titre de la Partie II sont payables en devises canadiennes.

(7) Where the child of a contributor is entitled to a payment pursuant to Part II, payment shall be made to

(7) Lorsque l'enfant d'un cotisant a droit à des prestations en vertu de la présente Partie II, ces prestations sont versées

(a) the guardian or tutor of the child up to the time at which such child has reached the age of majority, and

a) au gardien ou tuteur de l'enfant jusqu'à ce que cet enfant ait atteint la majorité, et

(b) to such child effective with the instalment of pension payable on the day coinciding with or next following the day on which such child reaches the age of majority.

b) à cet enfant à partir du versement payable le jour où cet enfant atteint la majorité ou le jour du versement suivant.

Notwithstanding the provisions of this Section 12(7), the Pension Board may designate that the pension to which such child is entitled shall be paid either to such child or the guardian or tutor of such child if, in the opinion of the Pension Board, the surrounding circumstances so justify.

Nonobstant les dispositions du présent article 12(7), le Conseil de fiducie peut ordonner que la pension à laquelle cet enfant a droit sera payée, soit à cet enfant, soit au gardien ou au tuteur de cet enfant si, de l'avis du Conseil de fiducie, les circonstances le justifient.

(8) The Corporation reserves the right to amend or to terminate Part II at any time. No such amendment or termination shall affect adversely the benefits accrued to any employee, or any employee's spouse or children up to the date of such amendment or termination. In the case of termination of Part II, the period of pensionable service shall not be regarded as preventing the vesting of benefits in any case.

(8) La Société se réserve le droit de modifier ou de mettre fin à la Partie II à tout moment, sans toutefois remettre en cause les prestations acquises par tout employé, son conjoint ou ses enfants jusqu'à cette date-là. En cas de résiliation de la Partie II, la période de service cotisable ne saurait en aucun cas empêcher l'acquisition des droits aux prestations.

- (9)
- (a) Unless otherwise provided in this Part II, no benefit provided under the terms of Part II is capable of being assigned, alienated, charged, anticipated or given as security or confers on a contributor, that person's personal representative or dependent or other person any right or interest therein that is capable of being assigned, alienated, charged, anticipated or given as security.
 - (b) Unless otherwise provided in this Part II, no pension benefit is capable of being surrendered or commuted during the lifetime of the recipient.
 - (c) A contributor who is entitled to a deferred pension or an immediate pension or other benefit, or who would be so entitled if he had reached final salary year, is not entitled to withdraw any part of such contributor's contributions to or under Part II in respect of service under Part II, except as otherwise provided in Part II, and any pension and any pension fund monies attributable to such contributions shall be applied under the terms of Part II towards the provision of the deferred or immediate pension or other benefit to which such contributor or eligible survivors are entitled.
- (10)
- (a) Where a contributor or a recipient of benefits other than a contributor has disappeared under circumstances that, in the opinion of the Pension Board, raise beyond a reasonable doubt a presumption that he is dead, the Pension Board may issue a certificate declaring that the contributor or such other person is presumed to be dead and stating the date upon which his death is presumed to have occurred, and thereupon the contributor or such other person shall be deemed for all purposes of Part II to have died on the date so stated in the certificate.
 - (b) Notwithstanding paragraph (a), if after the issue of the certificate under that subsection it is made to appear that the contributor or such other person named in the certificate did not in fact die on the date stated therein, the certificate has effect as provided in paragraph (a) in relation to any period before such time as it is made to appear that he did not in fact so die, but no effect in relation to any period after that time.
- (9)
- a) Sauf stipulation contraire à la Partie II, les prestations prévues par la présente Partie II ne peuvent ni être cédées, débitées, comptabilisées par anticipation ou données en garantie, ni conférer au cotisant, à son représentant, à un ayant droit ou à toute autre personne, de droit ou d'intérêt y afférent et qui pourrait être cédé, débité, comptabilisé par anticipation ou donné en garantie.
 - b) Sauf stipulation contraire à la Partie II, aucune prestation de pension ne saurait être rachetée ni versée globalement du vivant du bénéficiaire.
 - c) Le cotisant qui a droit à une pension différée ou immédiate, ou à toute autre prestation, ou encore qui y aurait droit s'il avait atteint sa dernière année de salaire, n'a pas le droit de retirer les cotisations qu'il a versées au titre de la Partie II à l'égard du service régi par la Partie II, sauf disposition contraire dans la Partie II, et toute pension ainsi que toute somme d'argent comprise dans la Caisse et qui découle desdites cotisations est affectée, aux termes de la Partie II, à la constitution de la pension différée ou immédiate ou de toutes autres prestations revenant au cotisant ou à ses ayants-droit.
- (10)
- a) Lorsque le cotisant ou un bénéficiaire des prestations, autre que le cotisant, disparaît dans des circonstances qui, de l'avis du Conseil de fiducie, font présumer sans l'ombre d'un doute raisonnable qu'il est décédé, le Conseil de fiducie peut délivrer un certificat attestant que le cotisant ou ledit autre bénéficiaire est présumé décédé et précisant la date où le décès est réputé être survenu; le cas échéant, le cotisant ou ledit autre bénéficiaire est réputé, aux fins de la présente Partie II, être décédé à la date indiquée sur le certificat.
 - b) Nonobstant l'alinéa a), s'il y a lieu de penser, après la délivrance dudit certificat, que le cotisant ou ledit bénéficiaire n'est pas effectivement décédé à la date qui y est précisée, le certificat reste valide, suivant le l'alinéa a), pour toute la période qui précède le moment où il y a lieu de penser que le cotisant ou ledit autre bénéficiaire n'est pas effectivement décédé, mais est nul et non avenue pour la période qui suit ledit moment.

(11) The Corporation shall provide for the funding of Part II in accordance with such tests and standards for solvency as are prescribed by the Pension Benefits Standards Act, 1985 and Regulations thereunder that is adequate to provide for payment of all pension benefits and other benefits required to be paid under the terms of Part II, subject to the provisions of the Income Tax Act, and for the investment of pension fund monies in such securities and obligations as are authorized by the said Acts.

(12)

- (a) In this subsection "employer" means an employer for the benefit of whose employees there is a superannuation or pension fund or plan and includes the administrator of any such superannuation or pension fund or plan established for those employees.
- (b) The Corporation may from time to time enter into an agreement with any employer whereby, in consideration of the agreement of that employer to pay to the Pension Board an amount determined in accordance with the agreement in respect of any employee of that employer who becomes or has become an employee of the Corporation, the Corporation will cause the Pension Board to pay that employer for the purpose of any superannuation or pension fund or plan established for the benefit of employees of that employer an amount determined in accordance with the terms of such agreement in respect of any employee of the Corporation who ceases to be an employee of the Corporation to become an employee of that employer. Such agreements may provide for such payment to be made in respect of such transfers of employment effected prior to the effective date of such agreement.

An employee may take advantage of such an agreement only where he has provided the Corporation with consent in writing in satisfactory form.

- (c) Where a payment has been accepted pursuant to a direction of the Corporation under an agreement entered into between the Corporation and an employer as described in paragraph (b) in respect of any former employee of that employer, the previous rights of the employee in respect of such monies paid shall be extinguished and he shall then have the sole right in relation thereto to be treated as a contributor to Part II to the extent provided for in the agreement.

(11) La Société est tenue de prévoir, conformément aux critères et normes de solvabilité réglementaires prévues à la Loi de 1985 sur les normes de prestation de pension et ses règlements, une capitalisation suffisante pour assurer le service des pensions et autres prestations à verser au titre de la Partie II, sous réserve des dispositions de la Loi de l'impôt sur le revenu, ainsi que le placement des sommes versées à la Caisse dans des titres et obligations autorisés par lesdites lois.

(12)

- a) Dans le présent paragraphe, employeur s'entend de tout employeur dont le personnel bénéficie d'un régime ou d'une caisse de retraite ou de pension et comprend l'administrateur de cette caisse ou de ce régime établi à l'intention des employés.
- b) La Société peut, à l'occasion, conclure avec tout employeur un accord en vertu duquel, à condition qu'il convienne de verser au Conseil de fiducie le montant fixé selon l'accord à l'égard de l'employé dudit employeur qui devient ou est devenu employé de la Société, elle fait verser audit employeur, par le Conseil de fiducie, aux fins du régime ou de la Caisse de retraite ou de pension établi pour le personnel dudit employeur, le montant fixé selon l'accord à l'égard de tout membre du personnel de la Société qui cesse de faire partie du personnel de la Société et passe au personnel dudit employeur. L'accord peut prévoir que lesdits versements s'étendent aux mutations ayant eu lieu avant l'entrée en vigueur dudit accord.

L'employé ne peut se prévaloir de ce privilège que s'il a donné son consentement écrit à la Société d'une manière jugée acceptable par cette dernière.

- c) Lorsqu'un paiement a été accepté à la suite d'un ordre donné par la Société en vertu d'un accord conclu par la Société et un employeur aux termes de l'alinéa b), à l'égard d'un ancien employé dudit employeur, l'employé perd ses droits antérieurs à l'égard dudit paiement et il ne conserve que le droit, à cet égard, d'être traité comme un cotisant de la Partie II, conformément aux dispositions de l'accord.

- (d) When a payment described in Section 12(12)(b) is made by the Pension Board on behalf of an employee of the Corporation, that employee ceases to be entitled to any benefit under Part II in respect of the period of pensionable service to which that payment relates.
- (e) Where there is in force an agreement described in Section 12(12)(b) above, and where the application of such agreement requires that a payment be made or received, the Corporation shall give the appropriate notice thereof to the Pension Board. Upon receipt of such a notice the Pension Board will, in accordance with the terms of the notice, accept a payment into or will cause a payment to be made out of the Fund described in Section 5 of the Trust Agreement between the Corporation and the Trustees. All payments received pursuant to such a notice shall be administered by the Pension Board as part of the said Fund.

- d) Lorsqu'un paiement prévu à l'article 12(12)b) est versé par le Conseil de fiducie à l'égard d'un employé de la Société, ledit employé cesse d'avoir droit à toute prestation au titre de la Partie II à l'égard de la période de service-pension faisant l'objet du paiement.
- e) Lorsqu'un accord a été conclu aux termes de l'article 12(12)b) ci-dessus et que son application exige qu'un paiement soit versé ou perçu, la Société en donne avis au Conseil de fiducie, et conformément à l'avis, fait encaisser le versement ou le fait déboursier, selon le cas, par la Caisse désignée à l'article 5 de l'acte fiduciaire passé entre la Société et le Conseil de fiducie. Tous les versements encaissés conformément audit avis sont administrés par le Conseil de fiducie comme un avoir de la Caisse.

13. RIGHTS TO INFORMATION

- (1) Each person who is an employee or about to become an employee, and that person's spouse, will be given
 - (a) a written explanation of the provisions of Part II and any applicable amendments thereto, within six months after the establishment of Part II or after the making of an amendment, as the case may be, and
 - (b) such other information as is required to be given by regulations made under the Pension Benefits Standards Act, 1985.
- (2) Employees and the spouses of employees will be given, within six months after each of the plan years ending December 31, 1989, and December 31, 1992, and thereafter annually within six months after the end of each year of operation of Part II a written statement showing
 - (a) the pension benefits to which the employee is entitled under Part II at the end of that year,
 - (b) the value of accumulated contributions made under Part II by the employee since contributions began to be made,
 - (c) the ratio of the assets of Part II to the liabilities of Part II on a going-concern basis as reported in the latest actuarial report respecting Part II filed with the Superintendent, and

13. DROIT À L'INFORMATION

- (1) Toute personne employée ou sur le point d'être employée par la Société, de même que son conjoint, recevra
 - a) une explication écrite des dispositions de la Partie II et des amendements qui s'y rattachent, dans les six mois suivant l'institution de la Partie II ou de ses modifications, selon
 - b) tout autre renseignement devant être donné en vertu des règlements de la Loi de 1985 sur les normes de prestation de pension.
- (2) Les employés et leurs conjoints recevront, dans les six mois suivant la fin des années de régime se terminant le 31 décembre 1989 et le 31 décembre 1992 et, par la suite, chaque année dans les six mois de la fin de chaque année de fonctionnement de la Partie II, un relevé écrit indiquant:
 - a) les prestations de pension auxquelles le participant a droit, à la fin de l'année, au titre de la Partie II,
 - b) a valeur des cotisations versées au titre de la Partie II par l'employé et accumulée depuis le premier versement,
 - c) le rapport actif-passif établi en présumant le maintien indéfini de la Partie II, tel qu'il figure dans le dernier rapport actuariel relatif à la Partie II et déposé auprès du surintendant, et

- (d) any other information required by the Pension Benefits Standards Act, 1985, and regulations made thereunder.
- (3) Each employee and the employee's spouse may, once in each year of operation of Part II, either personally or by an agent authorized in writing for that purpose examine a copy of
- (a) Part II, and regulations made thereunder,
 - (b) any amendment to Part II or any document that creates or supports Part II or the fund established pursuant to Part II.
 - (c) any other documents which the Pension Board is required to file with the Superintendent pursuant to the Pension Benefits Standards Act, 1985, and regulations made thereunder and,
 - (d) order a photocopy of any such documents.
- For the purposes of this Section 13(3)
- (i) "Superintendent" means the Superintendent of Financial Institutions appointed pursuant to the Department of Insurance Act.
 - (ii) Any examination of documents shall be made in the office of the Pension Board in the City of Ottawa, Ontario, during normal office hours and upon not less than five business days' notice in writing.
 - (iii) The Pension Board may require the payment of such reasonable fee as it may fix for the order of a photocopy of any document.
- (4) Where an employee reaches final salary year for any cause, or where the whole or part of Part II is terminated, the Pension Board shall give to that employee (or, in the case of termination, each employee) and to the employee's spouse (and in the case of the employee's death, to the employee's legal representative) a written statement of the employee's pension benefits and other benefits payable under Part II within thirty days after the date on which the employee reaches final salary year or the date of termination of Part II or part thereof as the case may be.
- d) tout autre renseignement prévu à la Loi de 1985 sur les normes de prestation de pension et ses règlements.
- (3) Tout employé ainsi que son conjoint, ou leur mandataire autorisé par écrit, peut, une fois au cours de chaque année de fonctionnement de la Partie II, examiner un exemplaire de
- a) la Partie II et ses règlements,
 - b) toute modification à la Partie II ou tout document créant ou appuyant la Partie II ou la Caisse établie en vertu de la Partie II,
 - c) tout document que le Conseil de fiducie est tenu de remettre au surintendant en vertu de la Loi de 1985 sur les normes de prestation de pension et ses règlements, et
 - d) demander que l'on photocopie ces documents.
- Pour les besoins de cet article 13(3)
- (i) "Surintendant" désigne le surintendant des institutions financières nommé conformément à la Loi sur le département des assurances.
 - (ii) Tout examen des documents aura lieu dans le bureau du Conseil de fiducie de la Caisse de retraite à Ottawa, en Ontario, durant les heures d'ouverture normales, moyennant un préavis écrit d'au moins cinq jours ouvrables.
 - (iii) Le Conseil de fiducie peut exiger le paiement qu'il établira pour photocopier un document.
- (4) Lorsqu'un employé atteint sa dernière année de salaire pour quelque raison que ce soit, ou que la Partie II prend fin, en totalité ou en partie, le Conseil de fiducie remet à l'employé (ou à tous les employés s'il s'agit de la fin du régime) ainsi qu'à son conjoint (et, en cas de décès de l'employé, au représentant juridique de l'employé) un relevé écrit de la pension et des autres prestations payables en vertu de la Partie II dans les 30 jours suivant la date à laquelle l'employé atteint sa dernière année de salaire ou de la date de l'expiration de la Partie II ou de certaines de ses dispositions, selon le cas.

PART II

Regulation 1

The rate of interest to be used in computing the amount of Accumulated Employee Contributions

The rate of interest to be used in computing the amount of accumulated employee contributions is to be at such rate as will be declared by the Corporation from time to time, to be applied on the assumption that all contributions made in a fiscal year were made in one lump sum at the end of such year, except that all contributions made in the last fiscal year in which a contributor was an employee shall be deemed to have been made on the day on which such contributor ceases to be an employee. For purposes of this regulation "fiscal year" shall be the period of twelve months ending on December 31st each year.

Effective January 1, 1987, the following rules shall apply in computing the accumulated employee contributions:

- a) The rate of interest accruing from January 1, 1987, on contributions made from that date shall be based on the rate prescribed in the directive of the Superintendent of Financial Institutions (Canada).
- b) Based on the directive of June 30, 1987, which prescribes the use of CANSIM series B14045, the annual rate for any full calendar year shall be determined as the arithmetic average of the values of said series, as published by the Bank of Canada, for the 12 months commencing with November of the year preceding the said calendar year, and the annual rate for any partial calendar year shall be equal to the annual rate used for the preceding full calendar year.
- c) Interest on contributions shall accrue from the end of the calendar month of contribution on the assumption that contributions made in a calendar year are equally divided among the months of that calendar year, but excluding any month following the month in which the employee terminates, dies or retires, and excluding any month preceding the month in which the employee becomes a contributor.
- d) Interest for a fraction of a calendar year shall be calculated on the basis of simple interest, and
- e) interest shall accrue to the date of termination, death, retirement or the last day of the month preceding the month of payment of return of contribution or of transfer of value of benefits whichever may apply.
- f) Interest shall be credited at least once every plan year.
- g) Interest on redesignated employee contributions from January 1, 2000 shall be computed based on the rate of return on the actuarial value of assets, as calculated by the actuary and approved by the Corporation, and shall accrue to the last day of the month preceding the month of payment or transfer, whichever may apply.

PARTIE II

Règlement 1

Taux d'intérêt à utiliser dans le calcul du montant des cotisations salariales accumulées

Le taux d'intérêt appliqué dans le calcul du montant des cotisations salariales accumulées sera déterminé par la Société à l'occasion. Aux fins du calcul, toutes les cotisations versées au cours d'une année financière sont réputées l'avoir été en un seul versement à la fin de ladite année; toutefois, toutes les cotisations versées au cours de la dernière année où le cotisant était employé sont sensés l'avoir été le jour où il perd sa qualité d'employé. Aux fins du présent règlement, année financière désigne la période de douze mois qui se termine le 31 décembre de chaque année.

Nonobstant ce qui précède, à compter du 1er janvier 1987, les règlements suivants s'appliqueront au calcul des cotisations salariales accumulées :

- a) Le taux de l'intérêt couru à partir du 1er janvier 1987 sur les cotisations effectuées avant cette date, ainsi que les cotisations versées à partir de cette date, correspondra au taux prescrit dans les directives du surintendant des institutions financières du Canada.
- b) Selon les directives du 30 juin 1987, qui prescrivent l'utilisation des séries CANSIM B14045, le taux annuel pour toute année civile complète est déterminé selon la moyenne arithmétique des valeurs de la série, telle qu'elle est publiée par la Banque du Canada, pour les douze mois commençant en novembre de l'année précédant ladite année civile, et le taux annuel pour toute partie d'une année civile est égal au taux annuel utilisé pour l'année civile complète précédente.
- c) L'intérêt sur les cotisations versées après 1986 court à partir de la fin du mois civil de cotisation, en supposant que les cotisations versées pendant l'année civile sont divisées de façon égale entre les mois de cette année civile, mais en excluant tout mois qui suit celui au cours duquel l'employé quitte son emploi, décède ou prend sa retraite et tout mois précédent celui pendant lequel l'employé devient cotisant.
- d) L'intérêt correspondant à une fraction de l'année civile est calculé sur la base d'un intérêt simple.
- e) L'intérêt court jusqu'à la date de cessation d'emploi, du décès, de la retraite ou du dernier jour du mois précédent celui du remboursement des cotisations ou du transfert de la valeur des prestations, selon le cas.
- f) L'intérêt est crédité au moins une fois par année de régime.
- g) L'intérêt que portent les cotisations salariales transformées à compter du 1er janvier 2000 est fonction du taux de rendement de la valeur actuarielle de l'actif, taux calculé par l'actuaire et approuvé par la Société, et court jusqu'au dernier jour du mois précédant le mois du paiement ou du transfert, selon le cas.

PART II

Regulation 2 Identification of Wage Index

In this Regulation

“Industrial Composite” means the average of weekly earnings at the industrial aggregate level in Canada as calculated by Statistics Canada and published monthly in the Bank of Canada Review under CANSIM Series L1241 or comparable successor publication.

“Average of Industrial Composite” means, for any calendar year, the arithmetic average of the Industrial Composite for the period of 12 months ending with the month of June of the preceding calendar year.

“Wage Index” means, for any calendar year, the result obtained by multiplying a) by b), where

- a) is the Wage Index for the preceding calendar year, and
- b) is the ratio of the Average of Industrial Composite for the calendar year to the Average of Industrial Composite for the year preceding said calendar year.

Notwithstanding the foregoing, the Wage Index for 1983 shall be equal to 1.00000 and the Wage Index for any subsequent calendar year shall be rounded to the nearest fifth decimal point.

PARTIE II

Règlement 2 Détermination de l'indice des salaires

Dans ce règlement

“Indice synthétique des industries” signifie la moyenne des gains hebdomadaires pour l'ensemble de l'industrie au Canada, selon les calculs de Statistique Canada publiés chaque mois dans la Revue de la Banque du Canada, sous la série Cansim L1241, ou dans toute publication semblable qui pourrait lui succéder.

“Moyenne de l'indice synthétique des industries” signifie, pour toute année civile donnée, la moyenne arithmétique de l'indice synthétique des industries pour la période de 12 mois se terminant le mois de juin de l'année civile précédente.

“Indice des salaires” signifie, pour toute année civile donnée, le résultat obtenu en faisant le produit de a) par b)

- a) étant l'indice des salaires pour l'année civile précédente, et
- b) étant le rapport de l'indice synthétique moyen des industries pour l'année civile à la moyenne de l'indice synthétique des industries de l'année précédente.

Nonobstant ce qui précède, l'indice des salaires de 1987 est égal à 1,00000 et l'indice des salaires pour chaque année civile subséquente sera arrondi à la cinquième décimale la plus proche.

PART III

PARTIE III

1. SHORT TITLE

These provisions may be cited as the CBC Pension Plan Part III, and are hereinafter sometimes referred to as "Part III".

2. PURPOSE

- (1) The purpose of this Part III is to enable contributors under Part I or Part II to make optional ancillary contributions to the Plan in order to enhance the ancillary features of their pension otherwise payable under the Plan. This Part is being added to the Plan for the sole purpose of improving contributors' ability to save for retirement on a tax-sheltered basis.
- (2) The additional benefits associated with this Part III are to be fully employee paid. For greater certainty, the provisions of Section 7(4) of Part I, or 7(1)(f) and 7(3)(b)(iii) of Part II, as the case may be, shall be applied in respect of the benefits and contributions under those Parts only and shall not be applied in respect of benefits and contributions under this Part III.
- (3) In the event the addition of this Part III to the Plan would have the effect under applicable pension legislation of increasing the cost to the Corporation of otherwise providing benefits under the Plan, this Part may be terminated as of its original effective date, and any employee contributions to the Plan made in accordance with this Part will be returned to the affected contributor.

3. EFFECTIVE DATE

This Part III comes into effect on January 1, 1998 insofar as payment of contributions is concerned for contributors under Part I or Part II.

However, contributions may be applied to increase benefits accrued on or after January 1, 1990, at the option of the contributor.

1. TITRE ABRÉGÉ

Les dispositions suivantes peuvent être désignées sous le titre de régime de retraite de la Société Radio-Canada, Partie III et, parfois ci-après, sous le terme de "Partie III".

2. OBJECTIF

- (1) L'objectif de la présente Partie III est de permettre aux cotisants, tels qu'ils sont définis dans les Parties I et II, de faire des cotisations accessoires facultatives au régime afin d'améliorer les caractéristiques accessoires de la pension autrement payable aux termes du régime. La présente Partie est ajoutée au régime en ayant pour seul objectif d'améliorer la capacité des cotisants d'épargner en vue de la retraite d'une façon fiscalement avantageuse.
- (2) Les prestations supplémentaires liées à la présente Partie III doivent être entièrement financées par les employés. Il est entendu que les dispositions des articles 7(4) de la Partie I, ou 7(1)(f) et 7(3)(b)(iii) de la Partie II, selon le cas, s'appliqueront à l'égard des prestations et des cotisations aux termes de ces Parties seulement et ne s'appliqueront pas aux prestations et cotisations aux termes de la présente Partie III.
- (3) Dans le cas où l'ajout de la présente Partie III au régime aurait pour incidence, en vertu des lois sur les pensions applicables, d'augmenter le coût de la Société autrement lié aux prestations prévues aux termes du régime, la présente Partie pourrait être annulée à sa date d'entrée en vigueur initiale, et toutes les cotisations des employés au régime faites conformément à la présente Partie seraient remboursées aux cotisants touchés.

3. DATE D'ENTRÉE EN VIGUEUR

La présente Partie III entre en vigueur le 1er janvier 1998 pour ce qui est du paiement des cotisations par les cotisants aux termes de la Partie I ou II.

Toutefois, les cotisations peuvent servir à augmenter les prestations accumulées à compter du 1er janvier 1990 au choix du cotisant.

4. DEFINITIONS

In Part III and any Regulations made hereunder, the definitions of Part I and Part II apply, as well as the following definitions, unless the context requires otherwise:

- (a) "Compensation" means a contributor's earnings for a calendar year as determined by the Corporation.
- (b) "Optional ancillary account" means the account established by the Pension Board in the name of the contributor, to which shall be credited all the contributor's optional ancillary contributions made pursuant to this Part III, plus any applicable interest or investment earnings.
- (c) "Part I" means Part I of the Canadian Broadcasting Corporation Pension Plan.
- (d) "Part II" means Part II of the Canadian Broadcasting Corporation Pension Plan.
- (e) "Eligible service" of a contributor, in this Part III, means any current and past periods during which the contributor has been in the service of the Corporation, and any periods included in the contributory service during which the contributor has been in the service of a preceding employer, but excludes periods for which the contributor was granted leave without payment of salary and for which contributions were not made as provided under Section 3(o) or Section 8(3).

5. OPTIONAL ANCILLARY CONTRIBUTIONS

- (1) Subject to Section 5(3), a contributor may elect to make optional ancillary contributions to the Plan in the manner prescribed by the Pension Board. The contributions will be credited to the contributor's optional ancillary account.
- (2) The contributor's election to make such optional ancillary contributions, or to vary, suspend, or terminate the amount of such contributions are subject to such terms and conditions as prescribed by the Pension Board from time to time.
- (3) The optional ancillary contributions made by a contributor in a calendar year shall not exceed the amount, if any, by which:
 - a) the lesser of:
 - (i) nine percent of contributor's compensation for the year, and

4. DÉFINITIONS

Dans la Partie III et dans ses règlements d'exécution, les définitions des Parties I et II s'appliquent, ainsi que les définitions suivantes, sauf indication textuelle contraire :

- a) "Rémunération" signifie les gains d'un cotisant au cours d'une année civile tel qu'il a été déterminé par la Société.
- b) "Compte accessoire facultatif" signifie le compte établi par le Conseil de fiducie au nom du cotisant, auquel seront créditées toutes les cotisations accessoires facultatives du cotisant faites conformément à la présente Partie III, plus les intérêts et le revenu de placement applicables.
- c) "Partie I" signifie la Partie I du régime de retraite de la Société Radio-Canada.
- d) "Partie II" signifie la Partie II du régime de retraite de la Société Radio-Canada.
- e) "Service admissible" d'un cotisant, dans cette Partie III, signifie toute période courante et passée au cours de laquelle le cotisant a été au service de la Société, et toute période incluse dans le service cotisable au cours de laquelle le cotisant a été au service d'un employeur précédent, mais exclut les périodes de congé non payé du cotisant pour lesquelles les cotisations requises conformément aux articles 3o) ou 8(3) n'ont pas été versées.

5. COTISATIONS ACCESSOIRES FACULTATIVES

- (1) Aux termes de l'article 5(3), un cotisant peut choisir de faire des cotisations accessoires facultatives au régime de la manière prescrite par le Conseil de fiducie. Les cotisations seront créditées au compte accessoire facultatif du cotisant.
- (2) La décision du cotisant de faire de telles cotisations accessoires facultatives, ou modifier, suspendre ou interrompre le versement de telles cotisations est assujettie aux modalités prescrites par le Conseil de fiducie de temps à autre.
- (3) Les cotisations accessoires facultatives faites par un cotisant au cours d'une année civile ne doivent pas dépasser le montant, le cas échéant, par lequel :
 - a) le moindre de :
 - (i) 9 pour cent de la rémunération annuelle du cotisant et

(ii) \$1,000 plus seventy percent of the contributor's defined benefit pension credits for the year under Part I and Part II of the Plan

exceeds

b) the amount the contributor is required to make in the year under Part I and Part II of the Plan.

- (4) The Corporation shall remit the contributor's optional ancillary contributions in accordance with applicable legislation.
- (5) The Pension Board shall invest the contributor's optional ancillary contributions in accordance with applicable legislation.
- (6) The amount in a contributor's optional ancillary account must be used to provide optional ancillary benefits as described in Section 8, 9 or 11 of Part III and may not be used for any other purpose nor, subject to Section 10 of Part III refunded to the contributor, the contributor's spouse or other beneficiary.
- (7) Each person who is or has been a contributor under Part III and that person's spouse shall be given the information described in Section 12 of Part III in order to assist contributors to monitor their account balances in relation to the cost of the optional ancillary benefits available to them.

6. INVESTMENT

The investment of each contributor's optional ancillary account will be subject to such terms and conditions as prescribed by the Pension Board from time to time.

7. ANNUAL INVESTMENT EARNINGS

Each contributor's optional ancillary account shall be credited, at least annually, with the interest and/or investment earnings (positive and/or negative) which relate to the investments in the contributor's optional ancillary account.

8. BENEFITS ON RETIREMENT OR TERMINATION

- (1) When a contributor ceases to be an employee for any reason other than death or becoming disabled, the contributor's optional ancillary account shall be applied to purchase optional ancillary benefits in respect of the pension otherwise payable to the contributor from Part I or Part II of the Plan in respect of the contributor's service on or after January 1, 1990.

(ii) 1 000 \$ plus 70 pour cent des droits à prestations déterminées pour l'année aux termes des Parties I et II du régime

excède

b) le montant que le cotisant doit verser au cours de l'année aux termes des Parties I et II du régime.

- (4) La Société remettra les cotisations accessoires facultatives du cotisant conformément aux lois applicables.
- (5) La Conseil de fiducie investira les cotisations accessoires facultatives du cotisant conformément aux lois applicables.
- (6) Le montant du compte accessoire facultatif d'un cotisant doit servir à verser des prestations accessoires facultatives tel qu'il est décrit aux articles 8, 9 ou 11 de la Partie III et ne peut servir à d'autres fins ni, compte tenu de l'article 10 de la Partie III, être remboursé au cotisant, au conjoint du cotisant ou à un autre bénéficiaire.
- (7) Chaque personne qui est ou a été un cotisant aux termes de la Partie III ainsi que le conjoint de cette personne auront le droit d'obtenir l'information décrite à l'article 12 de la Partie III afin d'aider les cotisants à effectuer le suivi des soldes de leur compte, relativement au coût des prestations accessoires facultatives qui leur sont offertes.

6. INVESTISSEMENT

L'investissement du compte accessoire facultatif de chaque cotisant sera assujéti aux modalités prescrites par le Conseil de fiducie de temps à autre.

7. REVENU DE PLACEMENT ANNUEL

Le compte accessoire facultatif de chaque cotisant sera crédité, au moins annuellement, des intérêts et (ou) du revenu de placement (positif ou négatif) tirés des investissements inclus dans le compte accessoire facultatif du cotisant.

8. PRESTATIONS DE RETRAITE OU CESSATION D'EMPLOI

- (1) Si un cotisant perd sa qualité d'employé pour toute autre raison que le décès ou l'invalidité, le compte accessoire facultatif du cotisant servira à acheter des prestations accessoires facultatives à l'égard de la pension autrement payable au cotisant aux termes de la Partie I ou II du régime, compte tenu du service accumulé du cotisant à partir du 1er janvier 1990.

The contributor shall choose one or more of the following:

- (a) An increased lifetime pension as described in Section 7(1) of Part I or Part II. The increased total pension may be paid on an unreduced basis from the first of the following dates:
 - (i) the date on which the contributor has attained age 60;
 - (ii) the date on which the contributor's age plus eligible service is equal to 80; or
 - (iii) the date on which the contributor has completed 30 years of eligible service.

Otherwise, the total pension shall be reduced by no less than the minimum reduction required by the Income Tax Act, which is 1/4 of 1% for each month by which the pension commencement date precedes the earliest of the date on which:

- (i) the contributor will attain age 60;
 - (ii) the contributor's age plus eligible service would have equaled 80; or
 - (iii) the contributor would have completed 30 years of eligible service.
- (b) an increase in the amount of a bridge benefit under Part I or the provision of a bridge benefit under Part II. The amount of such bridge benefit, including the bridge benefit provided under Part I shall be limited as follows:
 - (i) The maximum annual bridge benefit shall be equal to an amount up to but not exceeding the sum of the maximum benefits payable to the contributor under the Canada Pension Plan, and the maximum Old Age Security benefit that would be payable if the contributor were age 65 as at the contributor's pension commencement date.

Le cotisant devra choisir un des éléments suivants ou plus :

- a) Une augmentation de la pension viagère tel qu'il est décrit à l'article 7(1) de la Partie I ou II. La pension totale augmentée et non réduite peut être payée à partir de la première des dates suivantes :
 - (i) le cotisant atteint l'âge de 60 ans,
 - (ii) la somme de l'âge et du service admissible est égale à 80, ou
 - (iii) le cotisant compte 30 années de service admissible.

Autrement, la pension totale sera réduite d'au moins la réduction minimale requise par la Loi de l'impôt sur le revenu, qui est de 1/4 de 1 % pour chacun des mois entre la date du début du service de la pension et la première des dates suivantes :

- (i) le cotisant atteindra l'âge de 60 ans,
 - (ii) la somme de l'âge et du service admissible aurait été égale à 80, ou
 - (iii) le cotisant aurait compté 30 années de service admissible.
- b) Une augmentation du montant de la prestation de raccordement aux termes de la Partie I ou le versement d'une prestation de raccordement aux termes de la Partie II. Le montant d'une telle prestation de raccordement, y compris celle versée aux termes de la Partie I, sera limité de la façon suivante :
 - (i) La prestation de raccordement annuelle maximale sera égale à un montant qui pourra atteindre, mais sans la dépasser, la somme des prestations maximales payables au cotisant aux termes du Régime de pensions du Canada et la prestation maximale de la Sécurité de la vieillesse qui serait payable si le cotisant était âgé de 65 ans à la date du début du service du versement de la pension au cotisant.

- (ii) The maximum bridge benefit described in paragraph (i) above shall be reduced by the minimum amount required by the Income Tax Act, which is a proportional reduction in the case of a contributor who has completed less than 10 years of general service at the pension commencement date, and a further reduction of 1/4 of 1% for each month by which the pension commencement date precedes the date that the contributor will attain age 60.
- (iii) In addition, the annual bridge benefit payable under this Section combined with the annual lifetime pension payable from age 65 under Part I and II shall not exceed (A) plus (B) as follows:
- (A) \$1,722.22 or such greater amount as may be prescribed for this purpose by the Income Tax Act, multiplied by the contributor's pensionable service; plus
- (B) 1/35th of 25% of the average of the Year's Maximum Pensionable Earnings for the year of retirement and each of the 2 immediately preceding years, multiplied by the contributor's pensionable service not exceeding 35 years.
- (c) replacement of the definition of "pensionable salary rate", for the purpose of determining the pension benefit in Section 8(1) of Part I or "adjusted pensionable earnings" in Section 8(1) of Part II with: "pensionable salary rate" (Part I) or "adjusted pensionable earnings" (Part II) means the contributor's indexed compensation for the 36 consecutive months of pensionable service with the Corporation in which the highest average is attained. If a contributor does not have 3 years of pensionable service, the average shall be taken for the contributor's entire period of pensionable service.
- (ii) La prestation de raccordement maximale décrite au paragraphe (i) ci-dessus sera réduite du montant minimum requis par la Loi de l'impôt sur le revenu, qui est une réduction proportionnelle lorsque le cotisant compte moins de 10 années de service général à la date du début du service de la pension, et d'un montant supplémentaire représentant 1/4 de 1 % pour chacun des mois entre la date du début du service de la pension et la date à laquelle le cotisant atteindra l'âge de 60 ans.
- (iii) De plus, la prestation de raccordement annuelle payable aux termes du présent article, combinée à la pension viagère annuelle payable à partir de 65 ans aux termes des Parties I et II ne devront pas excéder (A) plus (B) de la façon suivante :
- (A) 1 722,22 \$ ou un montant plus élevé tel qu'il peut être prescrit à cette fin par la Loi de l'impôt sur le revenu, multiplié par le service ouvrant droit à pension du cotisant, plus
- (B) 1/35e de 25 % de la moyenne du maximum des gains annuels ouvrant droit à pension pour l'année de la retraite et pour chacune des deux années précédentes, multiplié par le service ouvrant droit à pension du cotisant, sans excéder 35 ans.
- (c) Le remplacement de la définition du "Taux du salaire ouvrant droit à pension" aux fins de la détermination de la prestation de retraite aux termes de l'article 8(1) de la Partie I ou des "Gains ouvrant droit à pension rajustés" aux termes de l'article 8(1) de la partie II par ce qui suit : "Taux du salaire ouvrant droit à pension" (Partie I) ou "Gains ouvrant droit à pension rajustés" (Partie II) signifie la rémunération indexée du cotisant pour les 36 mois consécutifs de service ouvrant droit à pension auprès de la Société au cours desquels la moyenne la plus élevée a été atteinte. Si un cotisant ne compte pas trois ans de service ouvrant droit à pension, la moyenne sera calculée à partir de l'ensemble de la période du service ouvrant droit à pension.

A contributor's indexed compensation for a year is his compensation for the year multiplied by the Wage Index for the year in which pension benefits commence, divided by the Wage Index for the year in which the compensation was received.

La rémunération indexée d'un cotisant pour une année est égale à sa rémunération de l'année multipliée par l'indice des salaires de l'année au cours de laquelle débute le service des prestations de retraite, divisée par l'indice des salaires de l'année au cours de laquelle la rémunération a été reçue.

- (d) increase the amount of survivor benefit for death after retirement such that the total survivor benefit payable to the contributor's spouse and eligible children from this Part III, Part I and Part II be no greater than 66-2/3% of the unreduced amount of pension for the lifetime of the contributor, with or without a guarantee of up to 60 monthly payments, payable to the surviving spouse, and a total of 100% of the unreduced amount of pension for the lifetime of the contributor, payable to all survivors, distributed among the surviving spouse and eligible children at the discretion of the Pension Board;
- (2) Benefits paid under this Part III will be paid under the same terms and conditions as the respective benefits under Part I or Part II as the case may be. For greater certainty and without restricting the generality of the foregoing, the following conditions of Parts I and II shall apply, unless the context requires otherwise
- (i) indexation;
 - (ii) survivor benefits; and
 - (iii) credit splitting on marriage breakdown.

- (d) L'augmentation de la prestation au survivant en cas de décès après la retraite, de telle manière que la prestation au survivant totale payable au conjoint et aux enfants admissibles du cotisant aux termes de la présente Partie III, de la Partie I et de la Partie II, n'excède par 66 2/3 % de la pension viagère non réduite du cotisant, assortie ou non d'une garantie allant jusqu'à 60 mensualités, payable au conjoint survivant, et un total de 100 % de la pension viagère non réduite du cotisant, payable à l'ensemble des survivants, répartie entre le conjoint et les enfants admissibles survivants, à la discrétion du Conseil de fiducie.

- (2) Les prestations payées aux termes de la présente Partie III seront versées selon les mêmes modalités que celles des prestations correspondantes aux termes de la Partie I ou II, selon le cas. Il est entendu, sans que soit limitée la portée générale de ce qui précède, que les modalités suivantes des Parties I et II s'appliqueront, sauf indication textuelle contraire :

- (i) l'indexation,
- (ii) les prestations aux survivants, et
- (iii) le partage des droits à pension lors de la rupture du mariage.

- (3) The cost of purchasing such optional ancillary benefits shall be equal to the pension benefit credit of the optional ancillary benefits in respect of the contributor.

- (3) Le coût d'achat de ces prestations accessoires facultatives sera égal au droit à pension des prestations accessoires facultatives en ce qui concerne le cotisant.

In the event that the contributor's optional ancillary account balance exceeds the pension benefit credit of the optional ancillary benefits elected by the contributor in respect of the contributor service on or after January 1, 1990, the contributor shall not have any entitlement to such excess amount, and such excess amount shall be reallocated from the contributor's account in the pension fund to the unallocated assets in respect of the Plan in the pension fund.

Dans le cas où le solde du compte accessoire facultatif du cotisant excède le droit à pension des prestations accessoires facultatives choisies par le cotisant, compte tenu du service accumulé du cotisant à partir du 1er janvier 1990, le cotisant n'aura aucun droit sur l'excédent, et un tel excédent sera réaffecté du compte accessoire facultatif dans la Caisse de retraite à l'actif non affecté à l'égard du régime dans la Caisse de retraite.

9. PORTABILITY

In the event that a contributor terminates or dies prior to retirement, and the contributor, the contributor's spouse or beneficiary as applicable elects to have the pension benefit credit otherwise payable from Part I or Part II transferred in accordance with Section 11 of Part I or II, the pension benefit credit shall include the balance in the contributor's optional ancillary account.

In the event that the contributor's optional ancillary account balance exceeds the pension benefit credit with respect to the optional ancillary benefits elected by the contributor in respect of the contributor's service on or after January 1, 1990, the contributor shall not have any entitlement to such excess amount, and such excess amount shall be reallocated from the optional ancillary account in the pension fund to the unallocated assets in respect of the Plan in the pension fund.

10. REFUND OF NET CONTRIBUTION ACCOUNT

Notwithstanding the prohibition on the refund of part or all of the contributor's optional ancillary account described in Section 5(6) and notwithstanding the reallocation of the excess portion of the contributor's optional ancillary account described in Sections 8 and 9, any such prohibition or reallocation shall not prevent a refund of contributions to the contributor where such refund of contributions under Part I, II and III represents the only benefit paid to or on behalf of the contributor.

11. PRE-RETIREMENT DEATH OR DISABILITY RETIREMENT

In the event that a contributor dies before pension commencement, or the contributor becomes entitled to a disability pension in accordance with section 7(2) of Part I or Part II, benefits will be increased to the extent possible such that the pension benefit credit related to the additional optional ancillary benefit is equal to the optional ancillary account balance, subject to the maximum benefits permissible under the Income Tax Act.

In the event that the contributor's optional ancillary account balance exceeds the pension benefit credit of the optional ancillary benefits that can be provided to the contributor, the contributor's spouse or the contributor's dependent children, as the case may be in respect of the contributor's service on or after January 1, 1990, the contributor, the contributor's spouse and dependent children shall not have any entitlement to such excess amount, and such excess amount shall be reallocated from the contributor's account in the pension fund to the unallocated assets in respect of the Plan in the pension fund.

9. TRANSFERT

Dans le cas où un cotisant cesse son emploi ou décède avant la retraite et que le cotisant, le conjoint du cotisant ou le bénéficiaire, selon le cas, choisit de transférer le droit à pension autrement payable aux termes de la Partie I ou II, conformément à l'article 11 de la Partie I ou II, le droit à pension comprendra le solde du compte accessoire facultatif du cotisant.

Dans le cas où le solde du compte accessoire facultatif du cotisant excède le droit à pension en ce qui a trait aux prestations accessoires facultatives choisies par le cotisant, compte tenu du service accumulé du cotisant à partir du 1er janvier 1990, le cotisant n'aura aucun droit sur l'excédent, et un tel excédent sera réaffecté du compte accessoire facultatif dans la Caisse de retraite à l'actif non affecté à l'égard du régime dans la Caisse de retraite.

10. REMBOURSEMENT DU COMPTE DE COTISATION NET

Nonobstant l'interdiction de remboursement total ou partiel du compte accessoire facultatif du cotisant tel qu'il est décrit à l'article 5(6) et nonobstant la réaffectation de l'excédent du compte accessoire facultatif du cotisant tel qu'il est décrit aux articles 8 et 9, de telles interdiction et réaffectation n'empêcheront pas le remboursement des cotisations au cotisant lorsqu'un tel remboursement des cotisations, aux termes des Parties I, II et III, représente les seules prestations payées au cotisant ou en son nom.

11. DÉCÈS AVANT LA RETRAITE OU RETRAITE POUR INVALIDITÉ

Dans le cas où un cotisant décède avant le début du service de la pension ou si le cotisant devient admissible à une pension d'invalidité conformément à l'article 7(2) de la Partie I ou II, les prestations seront augmentées de telle manière que le droit à pension relatif à la prestation accessoire facultative supplémentaire soit égal au solde du compte accessoire facultatif, sous réserve des prestations maximales permises en vertu de la Loi de l'impôt sur le revenu.

Dans le cas où le solde du compte accessoire facultatif du cotisant excède le droit à pension relatif aux prestations accessoires facultatives qui peuvent être versées au cotisant, au conjoint du cotisant ou aux enfants à charge du cotisant, selon le cas, compte tenu du service accumulé du cotisant à partir du 1er janvier 1990 ou après cette date, le cotisant, le conjoint du cotisant et les enfants à charge du cotisant n'auront aucun droit sur l'excédent, et un tel excédent sera réaffecté du compte du cotisant dans la Caisse de retraite à l'actif non affecté à l'égard du régime dans la Caisse de retraite.

12. INFORMATION TO CONTRIBUTORS

In addition to the information required by the applicable legislation to be included on the contributor's annual statement, the Pension Board shall include the following:

- (1) A statement of the amount in the contributor's optional ancillary account as at December 31 of the statement year; and
- (2) such other information that in the opinion of the Pension Board would assist the contributor in monitoring the level of future optional ancillary contributions and the value of ancillary benefits.

13. NO WITHDRAWAL

In no event shall a contributor withdraw or otherwise receive a refund of his optional ancillary contributions prior to the contributor ceasing to be an employee.

12. INFORMATION REMISE AUX COTISANTS

En plus de l'information qui doit être incluse dans le relevé annuel du cotisant en vertu des lois applicables, le Conseil de fiducie devra fournir ce qui suit :

- (1) Un relevé indiquant le solde du compte accessoire facultatif du cotisant au 31 décembre de l'année du relevé, et
- (2) toute autre information qui, de l'avis du Conseil de fiducie, pourrait aider le cotisant à effectuer le suivi du niveau des cotisations accessoires facultatives futures et la valeur des prestations accessoires.

13. AUCUN RETRAIT

Le cotisant ne pourra en aucun cas retirer ses cotisations accessoires facultatives ou autrement obtenir un remboursement de celles-ci avant qu'il ne cesse d'être un employé.

Audit Committee
(June 19, 2007)

Subject matter

Vision Project – Internal Audit presentation

Background

High-level summary of key events

Information on the matter

N/A

For decision

For information

Prepared by

Name: Michel Maisonneuve, Deloitte & Touche LLP
Date: June 2007

Management recommendation

N/A

Last discussed at the Board

May 2, 2007, information item

Next steps

N/A

CBC/Radio-Canada

**Vision Project –
High-level summary of key events**

**Internal Audit
Presentation**

June 19, 2007

The information on this report is based
on information gathered from 2002 to 2007

Audit . Tax . Consulting . Financial Advisory.

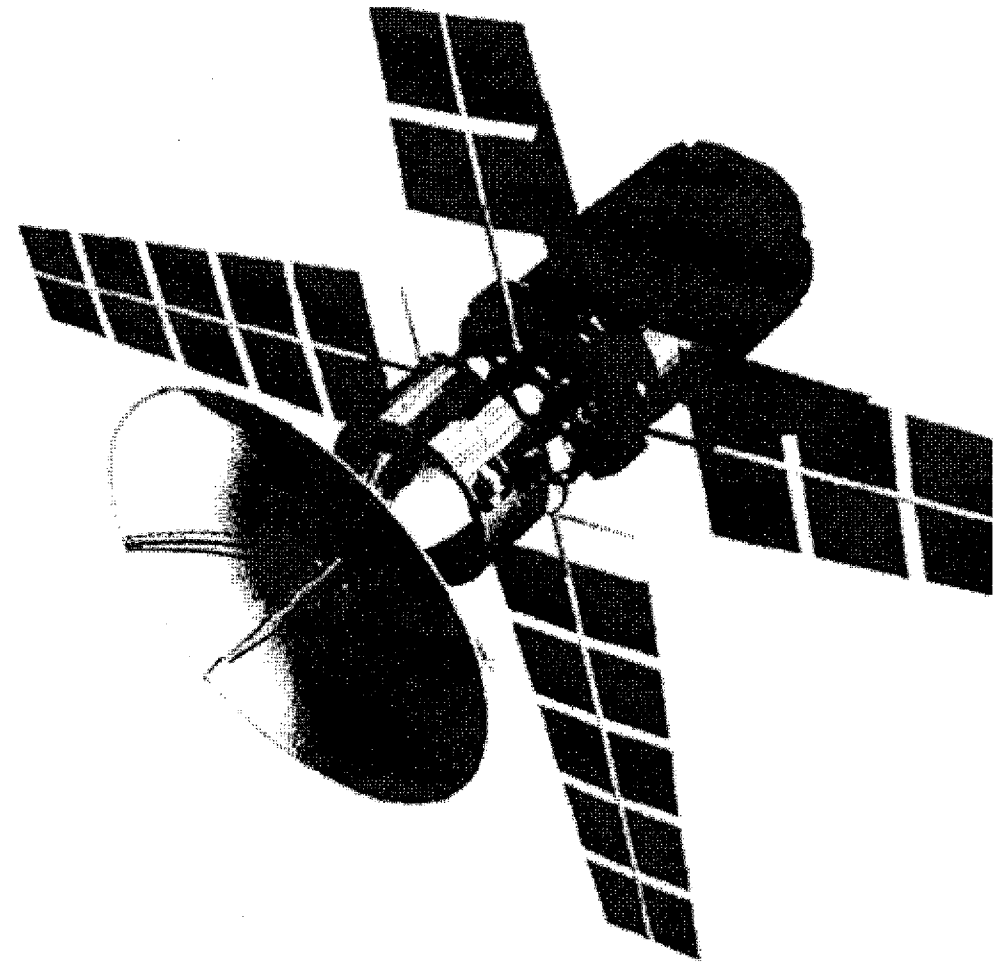
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Report Distribution

In accordance with the terms and conditions of the agreement signed between CBC/Radio-Canada and Deloitte & Touche LLP on January 22, 2007, this report shall be for CBC/Radio-Canada's informational purposes and internal use, its Board of Directors, the Auditor General, the Department of Heritage, and to any other government department in order to satisfy any official government request, and the Parliament of Canada to whom CBC/Radio-Canada is accountable and is not intended to be and should not be used by any person or entity other than the CBC/Radio-Canada.

Agenda and objectives

Cross-reference of Audit Committee request objectives to presentation	p. 4
1. Vision Project – Background and history	p. 7
2. Historical timeline – Schedule, scope and cost	p. 38
3. Architectural considerations	p. 57
4. Hindsight is 20/20	p. 60
5. Industry trends	p. 72
Appendix I – The solution of selection (vendors & options)	p. 74
Appendix II – Go Live strategy timeline diagrams	p. 82

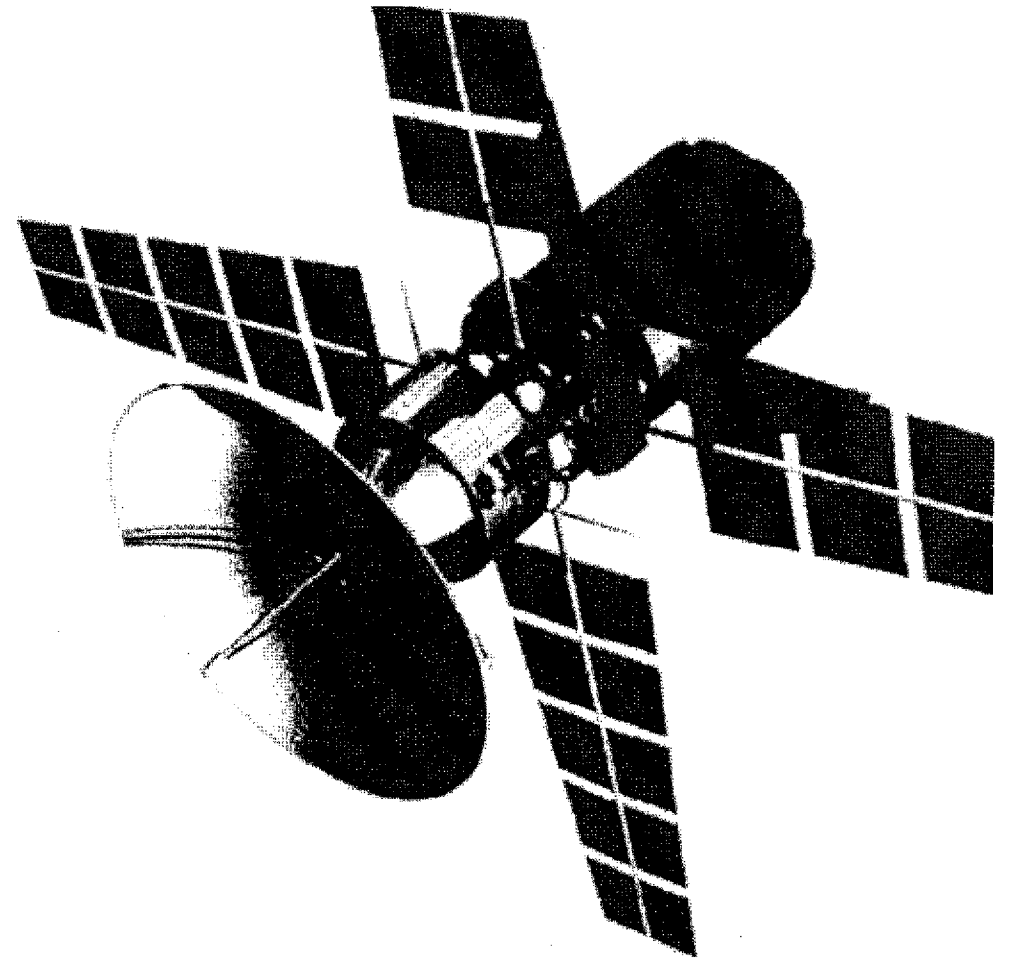


Cross-reference of Audit Committee request
objectives to presentation

**Pages 438 to / à 439
are withheld pursuant to sections
sont retenues en vertu des articles**

18(a), 20(1)(b)

**of the Access to Information Act
de la Loi de l'accès à l'information**



1. Vision Project – Background and history

Background history

**Pages 442 to / à 449
are withheld pursuant to sections
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18(a), 20(1)(b)

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de la Loi de l'accès à l'information**

Vision objectives

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18(a), 20(1)(b)

**of the Access to Information Act
de la Loi de l'accès à l'information**

Vision expected benefits

Page 453

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18(a), 20(1)(b)

**of the Access to Information Act
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The selection of a solution

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18(a), 20(1)(b)

**of the Access to Information Act
de la Loi de l'accès à l'information**

Selected solution

**Pages 459 to / à 466
are withheld pursuant to sections
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18(a), 20(1)(b)

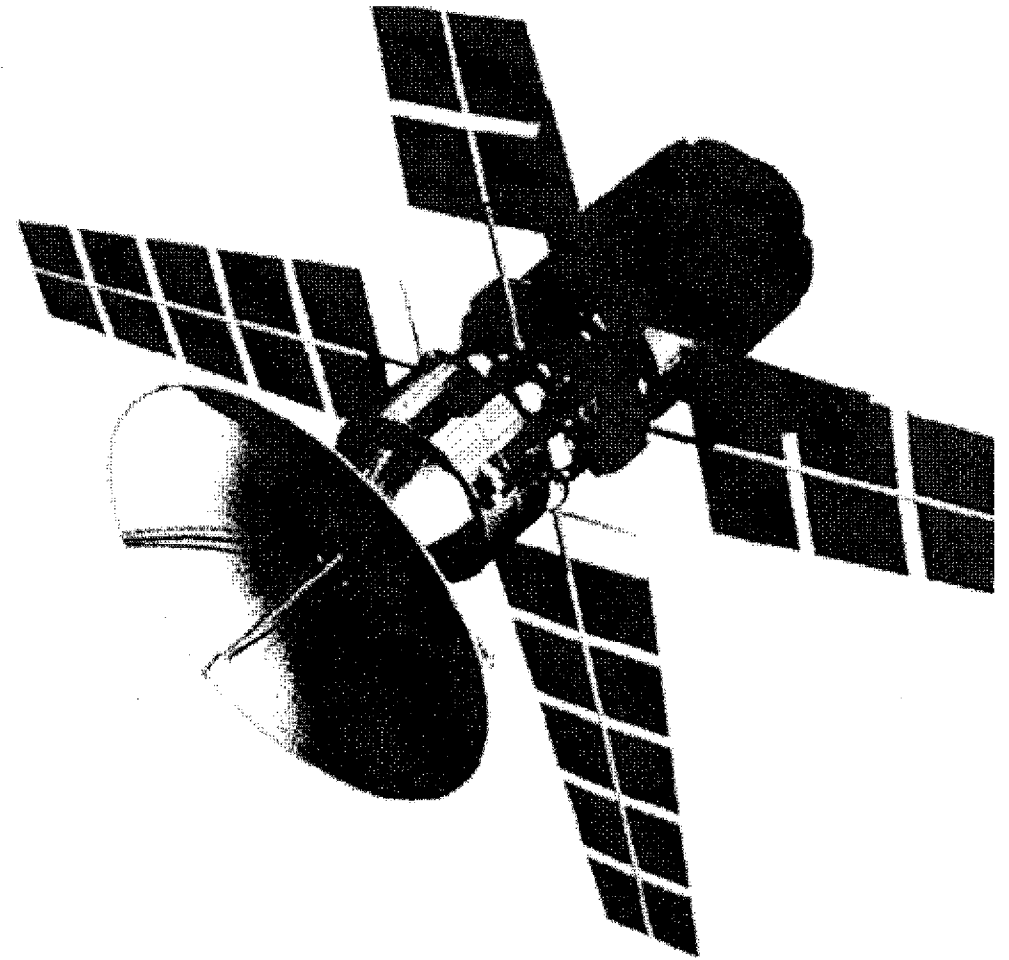
**of the Access to Information Act
de la Loi de l'accès à l'information**

The intended future with the Vision Project

**Pages 468 to / à 470
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18(a), 20(1)(b)

**of the Access to Information Act
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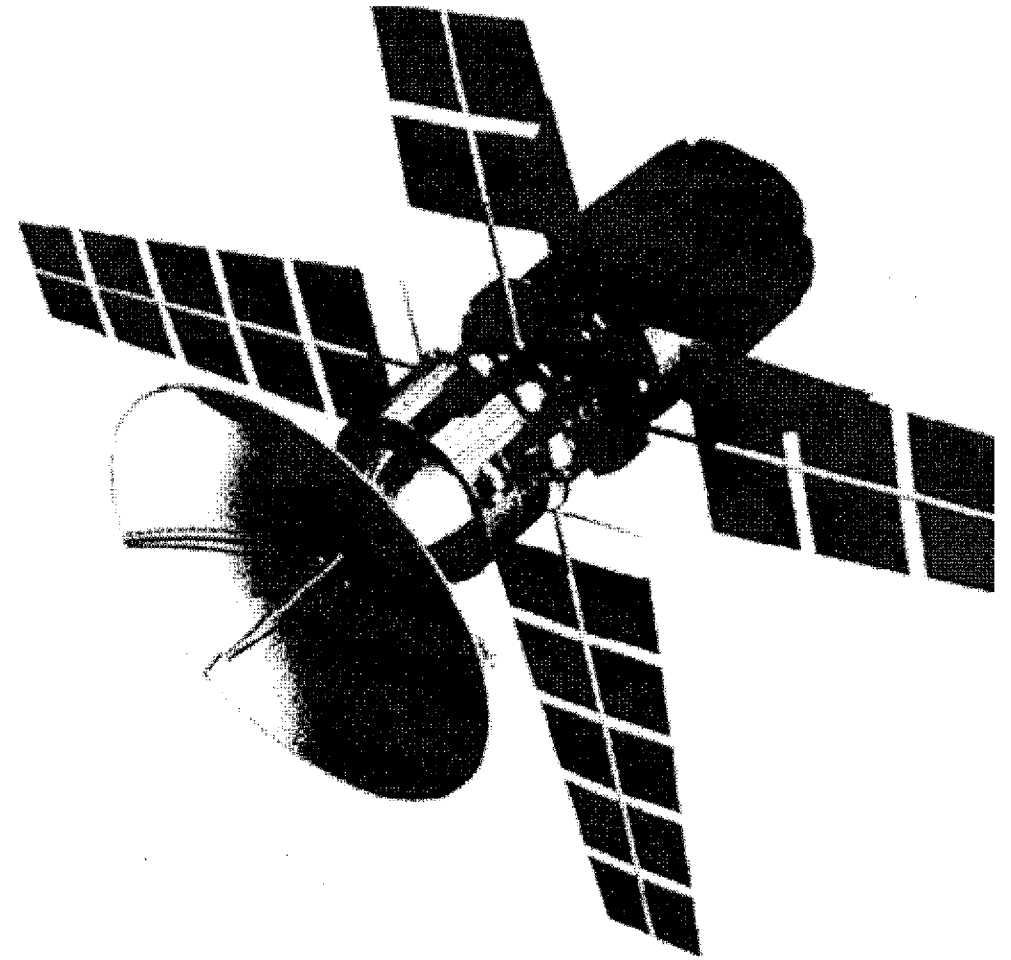


2. Historical timeline – Schedule, scope and cost

**Pages 472 to / à 489
are withheld pursuant to sections
sont retenues en vertu des articles**

18(a), 20(1)(b)

**of the Access to Information Act
de la Loi de l'accès à l'information**

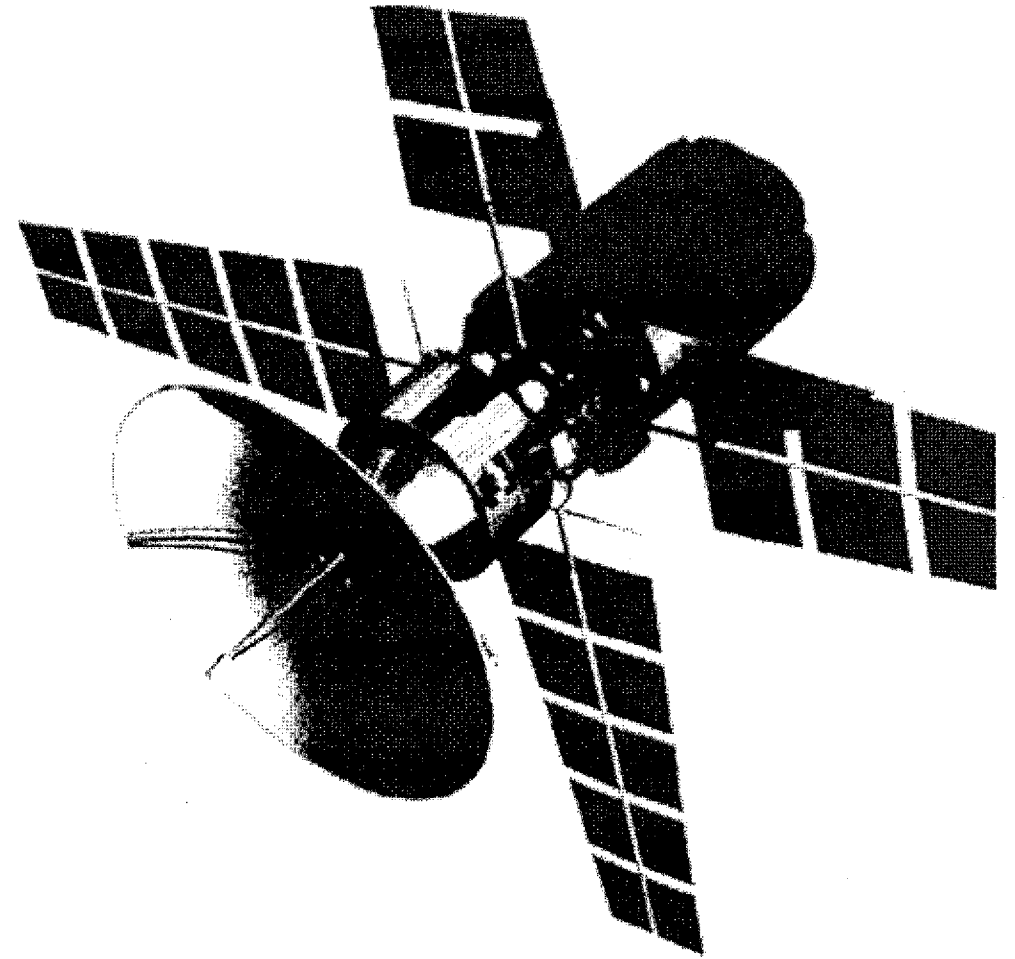


3. Architectural considerations

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18(a), 20(1)(b)

**of the Access to Information Act
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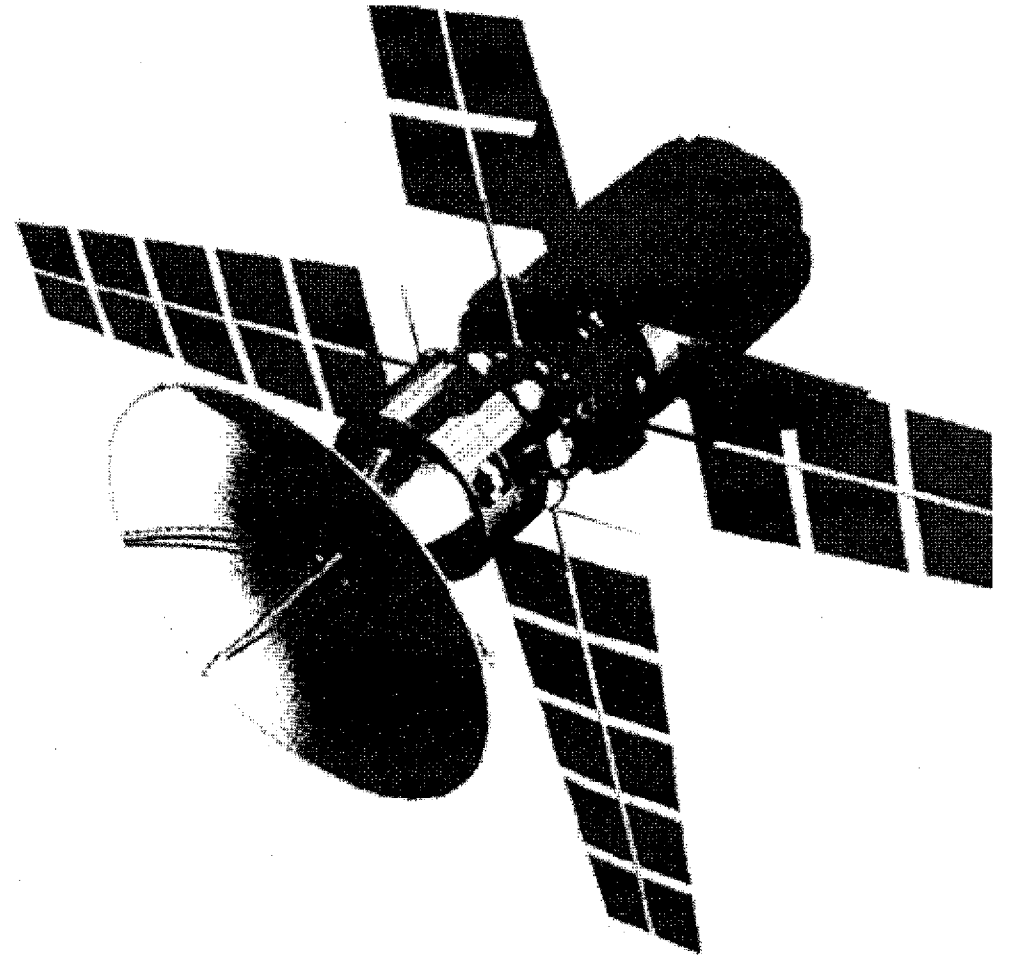


4. Hindsight is 20/20

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18(a), 20(1)(b)

**of the Access to Information Act
de la Loi de l'accès à l'information**



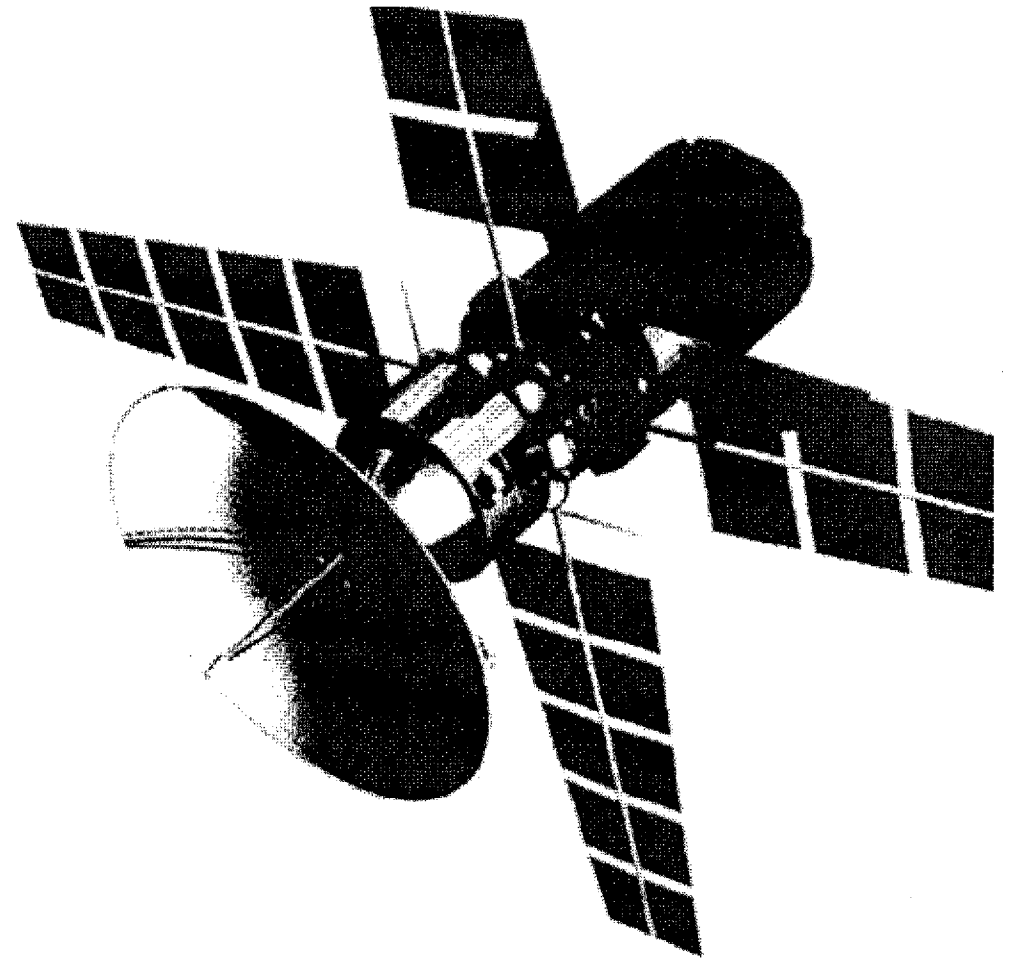
5. Industry trends

Page 506

**is withheld pursuant to sections
est retenue en vertu des articles**

18(a), 20(1)(b)

**of the Access to Information Act
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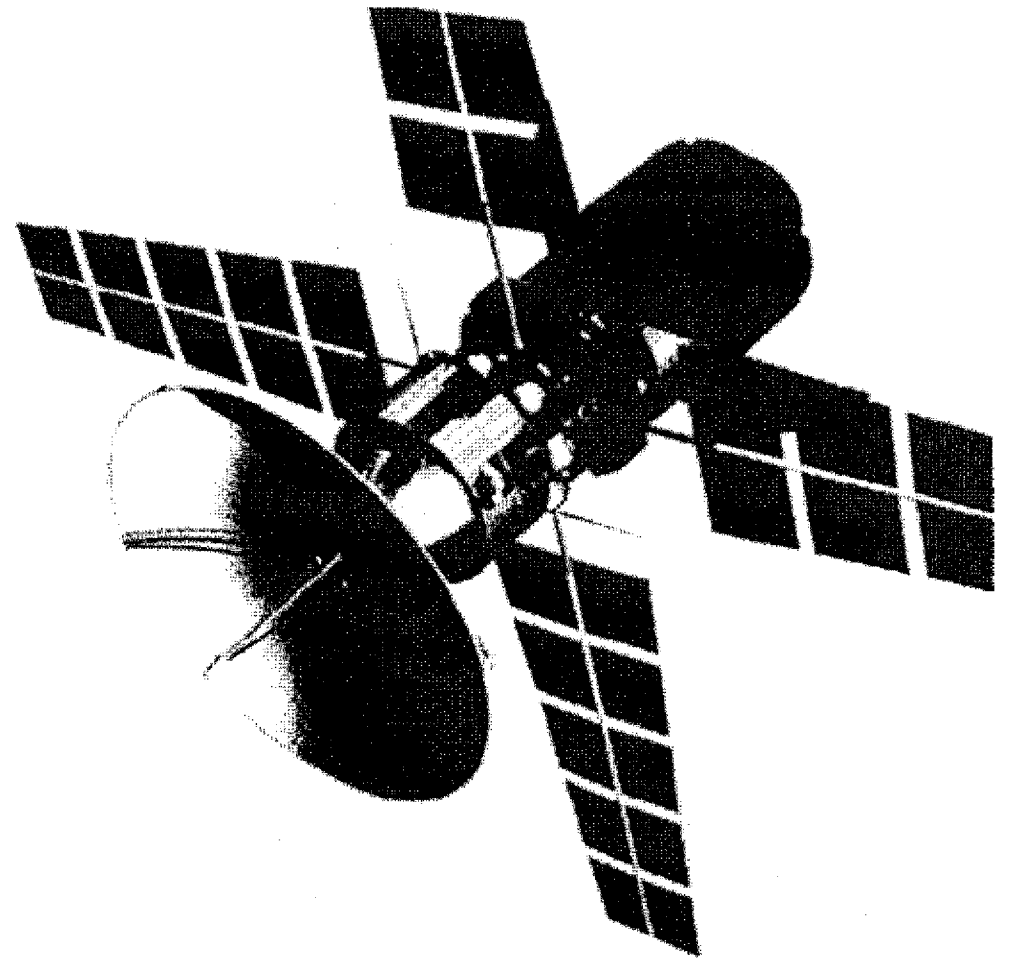


Appendix 1 – The selection of solution (vendors and options)

**Pages 508 to / à 514
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18(a), 20(1)(b)

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Appendix 2 – Go Live strategy timeline diagrams

**Pages 516 to / à 538
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18(a), 20(1)(b)

**of the Access to Information Act
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68.1

**of the Access to Information Act
de la Loi de l'accès à l'information**

Audit Committee

June 19, 2007

s.18(a)

s.18(b)

s.20(1)(b)

Subject Matter

CBC/Radio-Canada lease renewal for London England

Background

CBC/Radio-Canada presently leases 6,540 sq. ft. at 43/51 Great Titchfield Street in London England and subleases approximately 2,289 sq. ft. to various subtenants. The current lease is scheduled to terminate on February 28, 2008. The bureau is mainly used by English Radio and English TV and is the Corporation's main location for English services outside of North America. The English Media lines agreed that CBC/Radio Canada should continue to have a presence in London similar to the current situation.

Objective and Rationale

The objective is to renew the lease at favourable terms and conditions and to continue to have a bureau in London that meets CBC/Radio-Canada needs.

Overview of Parties

The parties involved are CBC/Radio-Canada (Tenant) and Shanpark Limited (Landlord).

Term

The renewal term will commence March 1st, 2008 and will terminate February 28th, 2018. CBC/Radio-Canada shall have a right to terminate at the end of the 5th year of the term at no penalty.

Base Rent

Base Rent for years 1 to 5 is _____ (British Pounds) per sq. ft. The rate is fixed for the first 5 years of the new term and is subject to an upward only rent review at the expiration of the 5th year of the term. The annual base rent, including the cost for 3 indoor parking places, is _____

s.18(a)

s.18(b)

s.20(1)(b)

Additional Rent

Real Estate Taxes and Operating expenses are in addition to the Base Rent. Real Estate Taxes are estimated to be _____ per sq. ft. for year 1 and Operating expenses (known as “Service Charges”) are estimated to be _____ per sq. ft. for year 1. The real estate taxes and operating expenses are subject to annual increases. In addition to the annual real estate taxes, the Corporation will have to pay a one time “Stamp Duty” which is a tax paid on property transactions. The amount is estimated at _____
Utilities and cleaning are paid separately to the suppliers and the costs are not included in the nominal gross rent outlined below.

Total Nominal Gross Rent

Total Nominal Gross Rent over the 10 year period is estimated at _____ (up to a maximum of _____
or _____ CDN.

Tenant Inducement

The Landlord is not providing a tenant inducement as the base rent has been negotiated “net” of inducements in line with the London office market. Required renovations to the space are estimated to be at a minimum of _____. This amount will need to be funded by the media and is included in the total nominal gross rent amount.

Remark/Risk evaluation/Critical issues

s.18(a)

s.18(b)

s.20(1)(b)

s.18(a)

s.18(b)

s.20(1)(b)

Salient Points

- **Rent:** The negotiated Base Rent for the renewal term at _____ per sq. ft. is below market. London, England is one of the world’s most expensive office space markets and the price of office rents are currently climbing very fast. The negotiated Base Rent is favourable as it locks in today’s rates as opposed to potentially higher rates in 2008. The current operating costs are also below market and we have been able to negotiate a cap on the operating costs for the term of the lease thus avoiding risk.
- **Building Operation:** The building, including the premises, was inspected recently by local professionals and both require some repairs and maintenance. The landlord is obliged to repair the base building items under the terms of the lease. The Corporation is protected against any significant operating costs increases by the cap that was negotiated. Concerning the premises, the estimated cost to carry out works such as carpet replacement, painting and other cosmetic repairs as well as several minor code issues is _____. These works for the premises will be at the cost of the corporation.
- **Sublease:** The Landlord has agreed to allow the Corporation to sublease to third party tenants. This is a right we did not clearly have in the current lease.
- **HVAC:** The premises are not air-conditioned other than the technical areas. It is fairly common in London to not have air-conditioned premises and code does not require having it. It is forecasted that the air-conditioning system for the technical areas will need to be upgraded sometime soon.
- **Roof Rights/Antennae:** The Corporation will continue to be permitted the use of its roof top equipment at no additional charge.
- **Contingency:** As the agreement between the Landlord and the Corporation is subject to the negotiation of a final lease, the costs provided herein include a _____ contingency.

Recommendation

Approve the lease renewal as outlined above.

For decision prior to negotiation For decision after negotiation

Prepared by

Michel Saint-Cyr, President, Real Estate Division
June 1, 2007

Next steps

Finalize negotiations of long form lease, sign and execute on behalf of the Corporation the Lease Agreement on the terms and conditions as outlined above.

RESOLUTION

IT IS RESOLVED THAT the Audit Committee hereby approves the lease renewal with Shanpark Limited, St Alphage House, 2 Fore Street, London, EC2Y 5EH, for the two (2) Premises located on the first (1st) and second (2nd) floors of the office Building located at 43-51 Great Titchfield St. London W1 pursuant to the terms and conditions found in the Supplementary Resolution attached herewith at Schedule A.

Supplementary Resolution London Lease Renewal

WHEREAS:

- CBC/Radio-Canada currently leases (the “**Lease**”) approximately six thousand five hundred forty (6,540) square feet located on the first (1st) and second (2nd) floors (the “**Premises**”) of the office building located at 43-51 Great Titchfield St. London W1, (the “**Building**”).
- CBC/Radio Canada proposes to renew the Lease.
- This Lease renewal agreement will permit CBC/Radio-Canada to lease space at favorable terms and conditions.

BE IT RESOLVED:

THAT the Corporation be and it is hereby authorized to negotiate and enter into, to execute, whether under the corporate seal of the Corporation or otherwise, and to deliver an agreement of lease renewal for approximately six thousand five hundred forty (6,540) square feet located on the first (1st) and second (2nd) floors of the building, for a period of ten (10) years, with a rent review and a tenant’s break option without penalty at the fifth (5th) year of the term, effective from March 1, 2008 to February 28, 2018 (the “**Term**”) for consideration of _____ with contingency) per square foot for the first 5 years, an upward only rent review based on market from year 6 to 10, plus services charges capped at _____ per square foot plus RPI indexation and real estate taxes estimated at _____ per square foot, and pursuant to all other terms and conditions as determined by any two of either the President Real Estate Division, the Vice President and Chief Financial Officer and the Vice-President, General Counsel and Corporate Secretary, (hereafter the “**officers**”) and,

FURTHER RESOLVED THAT any two officers or their respective delegates, be and they are hereby authorized and directed, for and on behalf of the Corporation, to execute, whether under the corporate seal of the Corporation or otherwise, and to deliver the Agreement and all such documents, instruments and agreements and to do all such acts and things as such officers or delegates may in their absolute discretion determine to be necessary or desirable to carry out the foregoing resolutions inclusive of this resolution, including without limitation all documents and actions necessary in connection with or in implementation of the transactions contemplated in the Agreement with such changes thereto as any two officers shall determine and otherwise in form and substance acceptable to such officers of the Corporation, the execution and delivery of any such Agreement in accordance with the provisions of this paragraph being conclusive evidence of such determination and acceptance.

Audit Committee
(June 19, 2007)

Subject matter

Quarterly Internal Audit Report

Background

Regular Quarterly Report to the Audit Committee (from January 1 to March 31, 2007)

Information on the matter

N/A

For decision

For information

Prepared by

Name: Michel Maisonneuve, Deloitte & Touche LLP
Date: May 2007

Management recommendation

N/A

Last discussed at the Board

March 8, 2007, information item

Next steps

N/A



**QUARTERLY INTERNAL AUDIT REPORT
FROM JANUARY 1 TO MARCH 31, 2007**

May 2007

Confidential

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Executive Summary

Introduction

Internal Audit reports quarterly to the Audit Committee on the execution status of the fiscal 2006-2007 Audit Plan and on notable audit observations. This report is one of the Internal Audit department's key communications to the Corporation's Audit Committee. Its purpose is to highlight Internal Audit's activities and to assist the Audit Committee in discharging its responsibilities regarding controls by providing an overall assessment on the Corporation's controls, systems and management practices based on the results of audits completed for the period of January 1 to March 31, 2007.

Internal Audit Objectives

The main objective of the Internal Audit department is explicitly spelled out in the *Financial Administration Act*. As per the provisions of the Act, Internal Audit must assess whether the Corporation keeps books of account and records and maintains financial and management controls, information systems and management practices which provide reasonable assurance that:

- The assets of the Corporation are safeguarded and controlled;
- The transactions of the Corporation are in accordance with the *Financial Administration Act* and by-laws of the Corporation;
- The financial, human and physical resources of the Corporation are managed economically and efficiently; and
- The operations of the Corporation are carried out effectively.

Internal Audit Approach

To assess whether control objectives are met, each year Internal Audit carries out a broad range of audit projects. These include audits focused on the efficiency, effectiveness and economy of management processes, audits that primarily address financial controls, and audits in which we assess compliance with key corporate policies, regulations, legal, and administrative practices, as required. In each audit project, we conduct a risk assessment to determine the scope.

Overview of Internal Audit Activities

The 2006-2007 Internal Audit Plan approved by the Audit Committee in March 2006 included ten process audits, eleven special projects, and an unallocated budget of hours for special requests. In addition, eight audits from the previous year were carried forward to 2006-2007.

Appendix I – “Internal Audit Dashboard as at March 31, 2007” provides the status of execution of internal audit projects as well as the performance metrics as at March 31, 2007.

During the last quarter seven projects were completed. Three reports and one management letter were issued. One report contained no notable observations.

▪ *Projects carried forward from 2005-2006:*

Management of Fixed Assets

▪ *Process Audit:*

Accounts Receivable, Credit, and Collection – Shared Services – No notable observations

Executive Summary (Cont'd)

Overview of Internal Audit Activities (Cont'd)

- *Special Project:*
 - Risk Management Reporting – No report
 - OAG Assistance and Special Examination Follow-up – No report
- *Special Request:*
 - NCAN Fraud Investigation
 - Competition Bureau Documentation Request (Assistance to Finance), Toronto – No report
- *Management Letter:*
 - Review of the Acting Chairman and President and CEO's Travel and Hospitality Expenses for the Period of October 1 to December 31, 2006

The executive summaries of the reports containing notable observations can be found in Appendix II - "Notable Observations for the January to March 2007 Quarter". Each audit report was discussed with the managers responsible for the process and who have the authority to implement the recommendations. They accepted the observations and recommendations and developed action plans to address them. Internal Audit will follow-up on these action plans on a regular basis through its follow-ups on recommendations.

In April and May 2007, at the request of the Corporation's Audit Committee, Internal Audit conducted an audit of the travel and hospitality expenses, for the period of January 1 to March 31, 2007, of the Acting Chairman and President and CEO totalling \$9,614. Audit procedures consisted of interviews and testing a sample of expense reports to ensure compliance with corporate policies and procedures. There were no instances of non-compliance observed.

Status of Implementation of Recommendations

The scope of the work for the follow-up of audit reports containing outstanding notable observations was to inquire with regards to the nature and status of management's action plans.

Internal Audit has completed 31 follow-up audits on outstanding notable observations contained in reports issued from March 2000 to December 2006. One follow-up audit is being performed through the 2006-2007 ProFac audit.

Management satisfactorily addressed all of the recommendations for nine audit reports and for the remaining 22, we are satisfied with the progress to date and/or future management action plans. It should be noted that for seven of these reports, the complete implementation of the recommendations will only be realized upon the completion of the Vision Project. We will continue to monitor the implementation of management's action plans.

Appendix III - "Implementation Status of Recommendations on Notable Observations as at May 31, 2007" provides an overview, by component, of the degree of implementation of the audit reports containing notable observations.

Appendix IV - "Follow-up of Notable Observations, Status as at May 31, 2007" provides, by component, a sample of the observations, recommendations and status of implementation of the audit reports containing notable observations.

Executive Summary (Cont'd)

General Assessment

Based on the results of audits completed between January 1 and March 31, 2007, we conclude that the Corporation maintained effective controls, systems and practices to provide reasonable assurance that the audit objectives, as outlined in the *Internal Audit Objectives* section, were met for the processes and projects reviewed.

Appendix I - Internal Audit Dashboard as at March 31, 2007

Project	Not started	Planning	Fieldwork	Draft Report	Awaiting Comments	Final Report Issued this Quarter	Final Report Issued Previous Quarters	Cancelled (C.) / Deferred (D.)
Projects carried forward from 2005-2006								
Services Contracts			✓					
Corporate Payroll, Phase I							✓	
Corporate Payroll, VIP Conversion							✓	
Management of Fixed Assets						✓		
IT Security Risk Assessment			✓					
Mobile Division, Phase I							✓	
Mobile Division, Phase II					✓			
Content Management Initiative, Rights and Archives Management							✓	
Whistleblowing Policy			✓					
Ottawa Project							✓	
Process Audits 2006-2007								
Develop the Marketing Strategy				✓ FTV	✓ ETV			
Sell Commercial On-Air Time				✓ FTV	✓ ETV			
Invoice and Service Clients				✓ ETV				D. ✓ FTV
Process Accounts Receivable, Credit and Collection						✓		
Manage Cash Flow and Treasury			✓					
Merchandising Division					✓			
Succession Planning			✓					
Performance Assessments & Remuneration				✓				
CEO/CFO Certification					✓			
Follow-up on Recommendations, Phase I							✓	
Follow-up on Recommendations, Phase II							✓	
Special Projects 2006-2007								
Vision : Integrated Report – work as at March 17, 2006							✓	
Vision : Operational & Fin. Bus. Process for MS&M, CRM & P&S							✓	
Vision : Operational & Financial Business Process for PSC					✓			
Vision : Pre-Go Live Conversion Review (FTN)							✓	
Vision : Pre-Go Live Conversion Review (ETN)							✓	
RDI							✓	
Newsworld							✓	
Galaxie							✓	
Country Canada							✓	
Vancouver Consolidation			✓					
St.John's Consolidation			✓					
2006 Turin Olympic Games							✓	
Risk Management Reporting						✓		
ProFac					✓			
OAG Assistance & Special Examination Follow-up						✓		

Appendix I - Internal Audit Dashboard as at March 31, 2007 (Cont'd)

Project	Not started	Planning	Fieldwork	Draft Report	Awaiting Comments	Final Report Issued this Quarter	Final Report Issued Previous Quarters	Cancelled (C.)/ Deferred (D.)
Special Requests 2006-2007								
Music Library, French Radio							✓	
Parking, Montréal, Phase II							✓	
Travel & Duty Expenses Review, ETN							✓	
Distributors, Merchandising Division			✓					
Master Control, English Radio								C. ✓
Proposed Time Card Authorization Process							✓	
Merchandising Inventory Investigation in Toronto							✓	
NCAN Fraud Investigation						✓		
Review of the Acting Chairman and President and CEO's Travel and Hospitality Expenses for the Period of October 1 to December 31, 2006						✓		
Competition Bureau Documentation Request (Assistance to Finance)						✓		
	0	0	8	4	7	7	21	2

Appendix I - Internal Audit Dashboard as at March 31, 2007 (Cont'd)

Performance Metrics			
Analysis of Special Requests Budget Actual hours incurred to date	Report Issuance		Average Client Satisfaction Score (for reports issued from March 2004 to March 2007)
	2006-2007	2005-2006	
Music Library, French Radio	Average work days to finalize draft report		4.07
Parking, Montréal, Phase II	Average work days to receive management comments		Benchmark = 4.00
Travel & Duty Expenses Review, English Television Network	Average work days to issue final report		No of surveys sent = 65
Distributors, Merchandising Division	Total		No of surveys returned = 47
Master Control, English Radio			1 Not satisfied
Proposed Time Card Authorization Process			2 Partly satisfied
Merchandising Inventory Investigation in Toronto			3 Mostly satisfied
NCAN Fraud Investigation			4 Satisfied
Review of the Acting Chairman and President & CEO's Travel and Hospitality Expenses for the Period of October 1 to December 31, 2006			5 Very Satisfied
Competition Bureau Documentation Request (Assistance to Finance)		s.18(b) s.20(1)(b)	
Miscellaneous			
Total hours incurred to date			
Total Annual Budget *			
* An amount of 69 hours has been transferred from 2005-2006 representing the unused portion of the budget.			

Appendix I - Internal Audit Dashboard as at March 31, 2007 (Cont'd)

Status of Audits and of Reports Awaiting Management Comments

Project	1	2	3	4	5	6	7	8	9	10	11
	Planned Fieldwork Start Date	Actual Fieldwork Start Date	Planned Fieldwork Completion Date	Actual Fieldwork Completion Date	Draft Issued Mgt Review & Agreement Date	Updated Draft Mgt Agrees Observations Date	# of Work Days to Finalize Draft Col. 6 – 5	Mgt Comments Provided Date	# of Work Days Awaiting Mgt Comments Col. 8 – 6	Date Final Audit Report Issued	# of Work Days to Issue Final Report Col. 10 – 8
Services Contracts	March 06	March 06	June 07								
Corporate Payroll, Phase I	April 06	April 06	May 06	May 06	June 16, 06	August 8, 06	34	Oct. 18, 06	49	Oct. 31, 06	9
Corporate Payroll, VIP Conversion	Feb. 06	Feb. 06	March 06	April 06	June 12, 06	July 11, 06	19	Nov. 9, 06	84	Nov. 28, 06	12
Management of Fixed Assets	Feb. 06	Feb. 06	March 06	March 06	June 29, 06	Nov. 15, 06	94	Feb. 12, 07	56	Feb. 14, 07	2
IT Security Risk Assessment	Jan. 07	Jan. 07	March 07	March 07							
Mobile Division, Phase I	Jan. 06	Jan. 06	March 06	March 06	March 16, 06	March 23, 06	5	June 2, 06	48	July 17, 06	30
Mobile Division, Phase II	Jan. 07	Jan. 07	Feb. 07	Feb. 07	March 21, 07	March 21, 07	0				
Content Management Initiative, Rights and Archives Management	Jan. 06	Jan. 06	March 06	Feb. 06	March 21, 06	May 1, 06	27	August 15, 06	72	August 31, 06	12
Whistleblowing Policy	Feb. 06	Feb. 06	June 07								
Ottawa Project	Oct. 05	Oct. 05	March 06	March 06	April 6, 06	May 1, 06	15	July 5, 06	44	July 11, 06	4
Develop the Marketing Strategy	Nov. 06	Nov. 06	March 07	March 07	March 30, 07 ETV & FTV	March 30, 07 ETV	0 ETV				
Sell Commercial On-Air Time	Nov. 06	Nov. 06	Feb. 07	March 07	March 30, 07 ETV & FTV	March 30, 07 ETV	0 ETV				
Invoice and Service Clients	Nov. 06	Nov. 06	Jan. 07	Feb. 07 ETV	March 16, 07 ETV						
Process Accounts Receivable, Credit and Collection	Sept. 06	Sept. 06	Dec. 06	Dec. 06	Jan. 23, 07	Feb. 20, 07	20	March 21, 07	21	March 21, 07	0
Manage Cash Flow and Treasury	Feb. 07	Feb. 07	March 07	March 07							
Merchandising Division	Jan. 07	Jan. 07	Feb. 07	March 07	March 26, 07	April 3, 07	6				
Succession Planning	Feb. 07	Feb. 07	March 07	March 07							
Performance Assessments & Remuneration	Dec. 06	Dec. 06	Feb. 07	Feb. 07	March 19, 07 FN						
CEO/CFO Certification	April 06	April 06	May 06	Jan. 07	March 29, 07	March 29, 07	0				
Follow-up on Recommendations, Phase I	April 06	April 06	May 06	May 06	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Follow-up on Recommendations, Phase II	Sept. 06	Oct. 06	Nov. 06	Nov. 06	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Vision: Integrated Report – work as at March 17, 2006	Feb. 06	Feb. 06	March 06	March 06	March 23, 06	March 23, 06	0	March 31, 06	6	May 12, 06	48
Vision: Operational & Financial Business Process for MS&M, CRM and P&S	Nov. 05	Nov. 05	Jan. 06	April 06	May 11, 06	May 17, 06	4	May 24, 06	5	July 17, 06	37

Appendix I - Internal Audit Dashboard as at March 31, 2007 (Cont'd)

Status of Audits and of Reports Awaiting Management Comments (Cont'd)

Project	1	2	3	4	5	6	7	8	9	10	11
	Planned Fieldwork Start Date	Actual Fieldwork Start Date	Planned Fieldwork Completion Date	Actual Fieldwork Completion Date	Draft Issued Mgt Review & Agreement Date	Updated Draft Mgt Agrees Observations Date	# of Work Days to Finalize Draft Col. 6 – 5	Mgt Comments Provided Date	# of Work Days Awaiting Mgt Comments Col. 8 – 6	Date Final Audit Report Issued	# of Work Days to Issue Final Report Col. 10 – 8
Vision: Operational & Financial Business Process for PSC	April 06	April 06	April 06	May 06	August 10, 06	August 14, 06	2				
Vision: Pre-Go Live Conversion Review (FTN)	May 06	May 06	May 06	May 06	May 23, 06	May 30, 06	5	June 5, 06	6	June 29, 06	17
Vision: Pre-Go Live Conversion Review (ETN)	July 06	June 06	July 06	August 06	August 28, 06	August 28, 06	0	Oct. 23, 06	44	Oct. 31, 06	6
RDI	Oct. 06	Oct. 06	Nov. 06	Nov. 06	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Newsworld	Oct. 06	Oct. 06	Nov. 06	Nov. 06	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Galaxie	Oct. 06	Oct. 06	Nov. 06	Nov. 06	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Country Canada	Oct. 06	Oct. 06	Nov. 06	Nov. 06	Nov. 20, 06	Nov. 24, 06	4	Nov. 27, 06	1	Nov. 30, 06	3
Vancouver Consolidation	Feb. 07	Feb. 07	March 07	March 07							
St. John's Consolidation	Feb. 07	Feb. 07	March 07	March 07							
2006 Turin Olympic Games	June 06	June 06	July 06	July 06	August 11, 06	August 18, 06	5	Sept. 15, 06	19	Sept. 28, 06	9
Risk Management Reporting	April 06	April 06	Sept. 06	Jan. 07	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ProFac	Nov. 06	Nov. 06	Jan. 07	Jan. 07	Feb. 9, 07	March 28, 07	33				
OAG Assistance & Special Examination Follow-up	Continuous	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Music Library, French Radio	August 05	Sept. 05	Dec. 05	March 06	April 6, 06	May 11, 06	23	July 12, 06	41	July 12, 06	0
Parking, Montréal, Phase II	Sept. 05	Sept. 05	March 06	April 06	May 17, 06	July 26, 06	47	Sept. 13, 06	33	Sept. 14, 06	1
Travel & Duty Expenses Review, EN	March 06	March 06	April 06	June 06	July 24, 06	July 31, 06	5	August 11, 06	8	August 31, 06	14
Distributors, Merchandising Division	August 06	August 06	March 07	June 07							
Master Control, English Radio	Cancelled	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Proposed Time Card Authorization Process	August 06	August 06	August 06	Sept. 06	Sept. 15, 06	Sept. 27, 06	8	Nov. 23, 06	39	Nov. 23, 06	0
Merchandising Inventory Investigation in Toronto	Sept. 06	Sept. 06	Oct. 06	Oct. 06	Oct. 3, 06	Oct. 3, 06	0	Oct. 30, 06	18	Dec. 4, 06	24
NCAN Fraud Investigation	Dec. 06	Dec. 06	Jan. 07	Feb. 07	Feb. 28, 07	March 1, 07	1	March 29, 07	20	April 3, 07	3
Review of the Acting Chairman and President & CEO's travel and hospitality expenses for the period of October 1 to December 31, 2006	Feb. 07	Feb. 07	Feb. 07	Feb. 07	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Competition Bureau Documentation Request (Assistance to Finance)	Feb. 07	Feb. 07	Feb. 07	Feb. 07	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Appendix II - Notable Observations for the January to March 2007 Quarter

Management of Fixed Assets

Background

As Canada's public broadcaster, CBC/Radio-Canada is accountable to its stakeholders of the assets used to realize its mandate. This report deals mainly with fixed assets, however, there are also observations and recommendations pertaining to non-fixed assets or Low Value Assets (LVAs).

According to the Canadian Institute of Chartered Accountants (CICA) Handbook, property, plant and equipment (designated in this report as fixed assets or assets) are identifiable tangible assets that meet all of the following criteria:

- Are held for use in the production or supply of goods and services, for rental to others, for administrative purposes or for the development, construction, maintenance or repair of other property, plant and equipment;
- Have been acquired, constructed or developed with the intention of being used on a continuing basis; and
- Are not intended for sale in the ordinary course of business.

The Corporation should properly protect and control its assets. Policy 2.3.2: *Assets* specifies responsibilities and general procedures to ensure effective and efficient management of assets. The following is a summary:

- Senior management establishes controls and procedures related to asset management processes, such as acquisition, construction, safeguard, amortization, write-off and disposal of assets.
- Finance and administration (Finance) ensures that the Corporation's assets are accurately recorded and controlled. Corporate Finance, specifically the Director, Policy and Internal Control, determines corporate accounting requirements, develops policies, standards and procedures, ensures that adequate systems are in place to monitor, control, safeguard and manage assets, and monitors network and regional accounts, other records and management programs. Senior financial officers of Networks and regions are in charge of maintaining books of accounts and asset records in SAP in accordance with generally accepted accounting principles and corporate policies and procedures. They are responsible to provide support to managers with the management of fixed assets and to co-ordinate the physical inventory process.
- Network and regional managers are responsible for the safeguarding, systematic maintenance and efficient use of the assets entrusted to their care. They are responsible for ensuring corporate policies and procedures are followed, for identifying and tagging the assets, for communicating to Finance in a timely manner changes related to assets (purchases, trades, sales, transfers, write-off and disposals), and to confirm the existence of assets by taking a physical inventory in accordance with established timeframes.
- Network engineering management is responsible for providing assistance in the preparation of capital budgets, administering and supervising the construction and/or installation of capital projects, safeguarding of assets under its jurisdiction and recommending and reviewing standards for technical assets.
- All employees must use the Corporation's assets in a responsible manner.

In addition to specifying responsibilities, the policy deals with specific matters, such as:

- The capitalization level was set at \$5,000 in 1993, has been reviewed every five years in accordance with policy and the decision has been to maintain the \$5,000 limit;
- The physical inventory of most fixed assets must be done over a five-year cycle;

Appendix II - Notable Observations for the January to March 2007 Quarter (Cont'd)

Management of Fixed Assets (Cont'd)

Background (Cont'd)

- Among the assets below the capitalization limit, or LVAs, there are “attractive” LVAs that should be tracked in SAP and are subject to an annual physical inventory. Other LVAs, optionally tracked in SAP, are subject to a five-year physical inventory cycle.
- Senior management determines amortization rates for each asset class, taking in account the expected useful life of the asset, the major components that make up the asset class, industry standards and CICA guidelines. Management regularly reviews the useful life of assets. In fiscal 2005-06, the useful lives for technical and electrical equipment (class 6000 and 7000) and transmitter equipment, transmission lines and antennas and towers (class 3000, 4000 and 5000) were reviewed.
- Write-offs must be approved by a manager with delegation of financial authority (DFA).
s.18(a)

As at March 31, 2006, the value of assets, by asset group was as follows: s.18(b)

	Cost (thousands of dollars)	Amortization (thousands of dollars)	Net Value (thousands of dollars)
Land			
Building and land improvements			
Transmitters, antennas and towers			
Technical equipment			
Vehicles			
Furnishing, office equipment and computers			
Lease improvements			
Property under capital lease			
Total excluding assets under construction:			
Assets under construction			
Total:			

As at March 31, 2006, the value of assets by component, excluding assets under construction and LVAs was as follows:

Component	Cost (thousands of dollars)	Amortization (thousands of dollars)	Net Value (thousands of dollars)	Total number of assets
Property Division				
Chief Technology Officer				
English Television Network (ETN)				
French Television Network (FTN)				
English Radio Network (ERN)				
French Radio Network and New Media (FRN)				
Ottawa Production Center				
VP and Chief Financial Officer				
Others				
Total:				

Appendix II - Notable Observations for the January to March 2007 Quarter (Cont'd)

Management of Fixed Assets (Cont'd)

Audit Objective

The audit objective in reviewing the management of fixed assets was to ensure that CBC/Radio-Canada has appropriate systems, practices and controls in place to mitigate the business risks related to the process. In this context, a business risk is a threat or event that may hinder the organization's ability to realize its objectives. The audit focused on determining whether:

- Fixed assets are being utilized efficiently and effectively.
- Fixed assets are adequately protected.
- The systems used to supervise, control and protect fixed assets are efficient.
- The information regarding the acquisition, construction, transfer, write-off and disposal of fixed assets is communicated in a timely manner to ensure that recorded values are up-to-date.
- Corporate policies and procedures concerning the acquisition, disposal, writing-off, transfer and amortization are being adhered to in order to ensure proper control over fixed assets.

Audit Scope

The scope included a review of the current practices and controls in place at the French and English Networks in Montréal and Toronto. As a result of our risk assessment, our review focused particular attention on the following:

Receiving and capitalization – Reception of equipment and use of bar codes; recording relevant information in assets master records; communication to Finance of fixed assets to be capitalized; determination of the nature of expenditures – capital or operating.

Monitoring and control of the utilization – Monitoring the location of equipment; communication of the information to Finance pertaining to transferred fixed assets; monitoring of warranties; monitoring of maintenance performed; measures used to optimize/rationalize the utilization of fixed assets; performance measures related to utilization; measures to protect fixed assets (including insurance and security); decision process on acquiring or repairing assets; controls applied to low value and off-site assets.

Write-offs and Disposals – Approvals, communication to Finance of fixed assets to be written-off.

Inventory process and maintenance of assets master record – Inventory count planning; setting and communicating appropriate procedures; reconciliation of variances; update of assets master record in SAP; yearly inventory of low value and off-site assets.

Amortization – Process of reviewing the asset classes and amortization rates.

The following elements were not covered in this audit:

- Fleet and mobile management
- Transmitter management
- Procurement and disbursement processes
- Capital planning process

Appendix II - Notable Observations for the January to March 2007 Quarter (Cont'd)

Management of Fixed Assets (Cont'd)

Summary of Procedures Performed

The procedures performed, through the months of January 2006 to April 2006, consisted of the following:

- Interviewed key process personnel.
- Reviewed documentation of process controls related to management of fixed assets.
- Reviewed documentation related to asset insurance.
- Reviewed the Capital Assets Committee's (CAC) meeting minutes.
- Reviewed the five-year cycle physical inventory procedures.
- Reviewed documentation related to the useful life review of asset class 6000 – Technical equipment and 7000 – Electrical equipment.
- Visited Receiving departments and reviewed equipment-receiving procedures.
- Visited technical stores and studios.
- Reviewed maintenance management systems and, on a sample basis, compared the information in these systems with SAP.
- Performed testing, on a sample basis, for the period of April 1st, 2005 to December 31, 2005, of asset acquisitions, asset write-offs, and amortization expenses.

Positive Practices

- The Capital Assets Committee (or CAC) originally established to address policy and reporting issues also provides a means of addressing fixed assets and LVA management issues, for financial statement or policy purposes, including:
 - validating information about capital assets in SAP;
 - searching for SAP-compatible tools to help managers track capital assets; and
 - improving financial processes.
- Policies and procedures for the various processes, such as capitalization, transfer, disposal, and physical inventory of fixed assets, are available to all managers on the Corporation's intranet and are regularly updated to reflect changes in procedures and processes.
- The introduction of a continuous inventory process coordinated by Finance allows for:
 - continuous correction of records, rather than corrections every five years; and
 - staggering of the workload over time.
- FTN, ETN, and ERN have started a physical count of all fixed assets to update their asset management systems with relevant information. In addition, they ensure that tags with bar codes for each piece of equipment are affixed in a more accessible location, to facilitate the next round of inventories.
- FTN and ETN each have a resource person responsible for centralizing equipment purchase information. This improves the management of purchases and surplus equipment and ensures that databases are updated in a timely manner.
- Written procedures in Finance and in Receiving departments improve the understanding of departmental procedures employees need to follow.
- FTN has started indexing information needed to properly manage equipment maintenance, such as warranties, licenses and service contracts. ETN is also gathering and documenting warranty, license and service contracts and making the information available to the staff responsible for maintenance and support.

Appendix II - Notable Observations for the January to March 2007 Quarter (Cont'd)

Management of Fixed Assets (Cont'd)

Positive Practices (Cont'd)

- Studio usage is regularly analyzed and the information is presented in the FTN, ETN, and FRN dashboards.

Summary of Observations, Recommendations and Management Comments

Tracking and monitoring of fixed assets – While SAP is the official system for the tracking and management of assets for financial statement purposes, it does not contain information pertaining to warranties, service contracts and licenses required by managers for asset maintenance as the asset/plant maintenance module in SAP has not been activated. A corporate-wide asset management system integrated with SAP is desirable and the Corporation is still reviewing options to utilize SAP for this purpose. Currently, ETN, FTN and FRN are in the process of improving their parallel systems in order to provide information regarding the tracking of warranties, services contracts and licenses. While there is no plan to have the systems interface with SAP, management should pursue the possibility of downloading data from SAP to the parallel systems in order to ensure the accuracy of data and reduce duplicating data entry. We compared the information in SAP and the parallel systems and noted that some assets were missing in the parallel systems. We also noted differences between SAP and the parallel systems, mainly regarding the location of the assets, which should be corrected during inventory taking. While incorrect locations will not impact the financial statements, it could impact the accuracy of cost rates. Multiple sub-systems also do not reinforce the corporate objective of working as one integrated company. The Corporation should continue its search for a corporate-wide asset management system. As part of the decision-making process, the costs required to maintain several parallel systems as well the cost of inefficiencies related to duplication of data entry should be taken into consideration.

ERN COMMENTS:

All assets belonging to Radio in Toronto are currently tracked in SAP. The list of assets and their locations have been recently verified and are correct. The Toronto Radio Production Centre is awaiting the decision of senior management on whether or not to follow the lead of ETV and adopt the Vimbiz application to track the warranties, repair history and movement of assets. A method of interfacing with SAP would be desirable.

ETN COMMENTS:

The Vimbiz database launched in Toronto was chosen because of its ability to bridge the asset information contained in SAP with additional data (not limited to warranty and service contracts) required by managers and staff to improve the return on investment, reduce maintenance costs and eliminate unnecessary purchasing. It is intended to be optional direction for integration of all asset data and the elimination of parallel systems. The process of exchanging data with SAP is currently being developed by the supplier.

FRN & FTN COMMENTS:

We still agree that it's a good idea to go ahead with a Corporation-wide asset management system as soon as it is developed and available. Given the deadlines we have faced in the past, however, we must keep improving the way we monitor costs and equipment. We are therefore continuing to develop an interim solution that will permit us to better manage equipment and eventually transfer all information collected into a new system. We have put an individual in charge of TV and radio. This person will be responsible for tracking all equipment transactions, including annual inventory reviews, which should help facilitate monitoring.

Appendix II - Notable Observations for the January to March 2007 Quarter (Cont'd)

Management of Fixed Assets (Cont'd)

Summary of Observations, Recommendations and Management Comments (Cont'd)

Performance indicators – There are no performance indicators to measure how well technical stores/*Centre d'appareillage technique* (CAT) and Maintenance departments contribute to the management of equipment. Management should implement performance indicators to help optimize equipment utilization, identify opportunities for improving management operations and justify purchases of additional equipment as needed.

ERN COMMENTS:

Proper tracking cannot take place until an appropriate software application has been chosen and implemented. The Toronto Radio Production Centre does not currently have a software solution in place. If Vimbiz is purchased and implemented then the TRPC will have a tool to accomplish the above noted recommendations.

ETN COMMENTS:

The Vimbiz database used in the Toronto Television Plant produces a number of reports describing the cost of supporting all equipment required to keep the plant operational.

FRN & FTN COMMENTS:

The CAT's equipment monitoring software can generate the information, but the computerized report and requisition forms must be developed. We will also ensure that an identification field is included in the maintenance software for lost or stolen items.

Preventive maintenance – Media departments perform preventive maintenance on a sporadic ad hoc basis. Preventive maintenance, such as the cleaning of equipment and replacement of batteries, could be scheduled in order to lower the risk of production downtime caused by equipment breakage and increase equipment life, among other benefits. Management should evaluate the cost/benefit of not planning preventive maintenance activities and, if feasible, establish a preventive maintenance program.

ERN COMMENTS:

Preventive maintenance is currently carried out on large critical systems in Radio such as Dalet and Network MCR computer systems. The decision to perform preventive maintenance on particular equipment is made as necessary. Lack of available maintenance staff remains a major factor.

ETN COMMENTS:

The Vimbiz database has the ability to apply the principles of preventive maintenance to any asset or product line. Manufacturer's recommended maintenance practices can be tested against our own experience. Failure rates can be tracked to the component level. The value of extended service agreements can be measured and in some cases predicted.

FRN & FTN COMMENTS:

The Radio Maintenance team has defined a preventive maintenance program to adequately cover broadcasting. At this time, about 70% of the program has been implemented in Montréal, and we plan to pick up the pace resources permitting. Television broadcasting (CDI and CAMEO) has undergone the same exercise. We will therefore be able to study results in the coming months and measure actual gains.

Appendix II - Notable Observations for the January to March 2007 Quarter (Cont'd)

Management of Fixed Assets (Cont'd)

Summary of Observations, Recommendations and Management Comments (Cont'd)

Monitoring of applications and licenses – The Information Technology (IT) department cannot ensure that all software used by the Corporation is legal, covered by a license and approved by the CTO in accordance with policy, because each individual department is responsible for managing software and corresponding licenses. A comparison of the software on the network or on workstations with licenses paid should be performed. In order to prevent the installation of unauthorized software, management should also consider locking workstations.

IT COMMENTS:

Two options are open to us - either we centralize the asset acquisition and management process at IT, or we make each individual unit responsible for monitoring the list of licenses purchased and controlling use. Centralized asset management would be desirable to ensure more rigorous and impartial asset monitoring. Such a decision to transfer responsibility and resources comes under Senior Management Committee jurisdiction, however. As regards locking workstations to prevent the installation of illegal software, we plan to continue implementing this practice unit by unit. French Radio is our next group. No timetable has been advanced, however, and the units are doing everything on a voluntary basis. In the meantime, Policy 2.5.1 on corporate IT security and employee use of IT assets clearly stipulates that it is forbidden to install any software whatsoever on a workstation unless it has been purchased legally.

ERN COMMENTS:

Toronto has ensured that all Dalet images have been locked for more than two years. This has proven a successful strategy. IT and Dalet support has developed a software application which will allow tracking of all Dalet machines and software. This software is currently being rolled out in Toronto.

ETN COMMENTS:

Vimbiz allows us to track each licensed seat purchased to the machine it is installed on. Used across multiple departments it would enable us to reduce purchasing additional seats when unused seats are available within the Corporation.

FRN & FTN COMMENTS:

We will pursue efforts already undertaken in this area and ensure follow-up on the application inventory and technical production licenses, which are under our jurisdiction, through purchase centralization. In addition, we will look into the possibility of using detection software, while also fostering user accountability.

Physical inventory of fixed assets – According to the information on the inventory date in SAP, approximately 6% of the number of fixed assets and 48% of the number of LVAs have not been inventoried within the past five years, as prescribed by Policy 2.3.2: *Assets*. Equipment not found during inventory may be kept on the books for an unspecified period of time because of the time required to reconcile the exception reports between all locations conducting inventory counts. LVAs have no monetary impact but their high number in SAP could burden the system. Fixed assets and LVAs which have not been inventoried should be inventoried in accordance with policy and if they are not found during a physical inventory taking, they should be written-off within a reasonable period of time. The Corporation should establish reasonable timelines as to how long unfound fixed assets should remain in SAP before writing them off. SAP should be updated in a timely manner.

Appendix II - Notable Observations for the January to March 2007 Quarter (Cont'd)

Management of Fixed Assets (Cont'd)

Summary of Observations, Recommendations and Management Comments (Cont'd)

CORPORATE FINANCE & ADMINISTRATION COMMENTS:

Network Finance offices will take appropriate action to ensure that all assets not inventoried as of March 31, 2006, which fell within the five-year period, have been inventoried and confirmed in SAP by March 15, 2007. The CAC will also address the issue of how long unfound fixed assets should remain in SAP before they should be written off. Following a recommendation of the CAC, which was approved by the V.P. and CFO, the policy was updated to reflect the non-requirement to physically verify LVAs every five years, other than “attractive” LVAs and assets off CBC/Radio-Canada premises. “Attractive” LVAs will be added to the inventory lists commencing in 2006-07.

Write-offs and disposals – Write-offs have not all been processed in a timely manner, using the proper write-off and disposal form approved by a manager with DFA. In some cases, assets were disposed of but not deleted from SAP and amortization continued to be recorded. Management should ensure that write-offs are communicated, approved and processed in a timely manner, using the prescribed form. Finance should also ensure that disposed assets are written-off immediately to ensure they are not amortized after their date of last use.

CORPORATE FINANCE & ADMINISTRATION COMMENTS:

The senior Finance and Administration officers at the Networks and the regional comptroller will communicate to all managers in their respective locations the requirement to adhere to policy on this issue, reminding them of their responsibilities in this area.

ERN COMMENTS:

No exceptions were noted for ERN. ERN will continue to comply with the policy.

ETN COMMENTS:

Vimbiz is intended to target this problem by becoming the common equipment database available to all or most staff in the Toronto Plant. With wider access and easier documentation than SAP, all staff will become familiar with the disposal policies and have the tools to comply.

FRN & FTN COMMENTS:

Corrective measures were introduced to remedy these issues and ensure that our equipment write-off operations are in line with the policy.

Environment – With the increased prevalence of new technologies, the disposal of outdated equipment becomes a problem for managers responsible for equipment. Outdated equipment, if not disposed, may clutter up space. Some equipment components may be harmful to the environment if not disposed of properly. CBC/Radio-Canada should find the best way to dispose of outdated equipment in compliance with Policy 2.2.16: *Health, Safety and Environment*. CBC/Radio-Canada should clarify roles and responsibilities and develop corporate guidelines related to the disposal of equipment that could have adverse effects on the environment.

HUMAN RESOURCES COMMENTS (re: Policy 2.2.16):

This issue is national in scope and departmental responsibilities should be clarified. A steering committee is necessary to review the current policies and practices as well as responsibilities of ProFac, develop a national strategy, identify needs, approve policy and develop an implementation strategy/communication plan.

Appendix II - Notable Observations for the January to March 2007 Quarter (Cont'd)

Management of Fixed Assets (Cont'd)

Summary of Observations, Recommendations and Management Comments (Cont'd)

REAL ESTATE DIVISION COMMENTS:

The person in charge of CBC/Radio-Canada environmental management system should formulate a policy and guidelines for this issue, clearly stating roles and responsibilities of all stakeholders.

IT COMMENTS:

IT could set up a central unit for disposal of IT equipment. However, carrying costs such as human resources and transportation fees must be assessed.

CORPORATE FINANCE & ADMINISTRATION COMMENTS:

We agree with the recommendation to clarify roles and responsibilities. A meeting with the concerned managers, from both Networks and regions, would be necessary to assess the current practices and departmental initiatives.

Amortization – We found discrepancies between policy and practice with respect to amortization start dates. If the policy and practice are not aligned, there is a risk of inconsistencies, misstatements of book values and of non-compliance with generally accepted accounting principles. CBC/Radio-Canada should ensure that amortization starts when assets are received or placed in production.

CORPORATE FINANCE & ADMINISTRATION COMMENTS:

The Assets Committee addressed this issue at their September 21, 2006 meeting in Montréal. Both Networks agreed to make an extra effort to ensure adherence to policy. The Committee has requested a special reporting tool, which will allow easier update of RFO dates in SAP. Stéphane Rivest will revisit and update the reporting tool in February 2007 after the SAP upgrade is completed.

Access to SAP – Many individuals have access to create, modify and write-off fixed assets in SAP.

CBC/Radio-Canada should review access privileges to various SAP transactions related to the managing of fixed asset information.

CORPORATE FINANCE & ADMINISTRATION COMMENTS:

Corporate Finance & Administration has reviewed the list of people who have access to asset information in SAP through the management profiles and have confirmed that those who have access are all Finance people. We will, however, review the list again to determine whether the number can be reduced.

Conclusion

Based on the results of our audit, we conclude that systems, practices and controls in place to effectively mitigate the business risks with the management of fixed assets are acceptable but require improvement.

Even though we recognize that actions have been taken by management since our last audit report (February 2003), we reiterate a number of our 2003 recommendations because we believe that addressing them will lead to an efficient and effective management of the Corporation's assets. Consequently, we strongly encourage management to pursue some of the initiatives started and/or to elaborate new ones within a reasonable time frame.

Appendix II - Notable Observations for the January to March 2007 Quarter (Cont'd)

Investigation of Alleged Employee Overtime and Expense Fraud

Background

As part of the investigation team, Internal Audit performed procedures that allowed management to interview the employee. During the interview, the employee admitted to the fraudulent expense claims and was suspended, pending further Human Resources actions. After the Human Resources review, the employee was terminated. Subsequent to these management actions, Internal Audit examined root causes and recommended the following management actions.

Staffing of NCAN Business Manager and Unit Manager Positions

s.19(1)

With the involvement of Human Resource and Finance & Administration, NCAN management needs to ensure that all the key Finance & Administration vacant positions in [redacted] are promptly filled with qualified and experienced individuals. In the interim, until a full compliment of staff is reached, NCAN should identify and assign key individuals such as the business unit managers to perform the review and approval of these types of claims. Once a full compliment of staff is reached, NCAN should revisit the interim process and clearly redefine the roles and responsibilities to ensure that appropriate individuals are accountable for the overtime and T&E review and approval procedures in [redacted]

Training of NCAN Business Managers and Unit Managers to Monitor Overtime

NCAN management should review the eligibility of all staff for overtime according to the current CMG agreement with the NCAN Business and Unit Managers to ensure that production overtime is scheduled and pre-approved where possible and unscheduled overtime is minimized and monitored using the available reporting from the HR system.

Appendix III - Implementation Status of Recommendations on Notable Observations as at May 31, 2007

	Completed/ Closed ¹	In progress	Not satisfactory
Non-media or Cross-component			
Management of Fixed Assets	✓		
Overtime Management		✓	
Follow-up of the Recommendations made by the Fleet Mgmt Task Force	✓		
Capital Process			
Accounts Payable, National Payment Centre (SSO)		✓	
Shared Services Organization (SSO)		✓	
Québec City Consolidation Project	✓		
Ottawa Consolidation, Third and Final Report	✓		
Mobile Division, Phase I		✓	
Corporate Payroll, Phase I		✓	
Corporate Payroll, VIP Conversion		✓	
Merchandising Inventory Investigation, Toronto		✓	
English Television Network			
Manage CRTC Reporting ²		✓	
Management of Fixed Assets	✓		
Travel and Duty Expenses Review, EN	✓		
English Radio Network			
French Television Network			
Management of Fixed Assets	✓		

¹ Audit reports that have been classified as completed or closed will not be subject to further follow-up work and consequently will not reappear on the next status report.

² Complete implementation is dependent upon the completion of the Vision Project.

Appendix III - Implementation Status of Recommendations on Notable Observations as at May 31, 2007 (Cont'd)

	Completed/ Closed ¹	In progress	Not satisfactory
French Radio Network			
Human Resources			
Scheduling & Payroll Applications Security Review	✓		
Grievance Management, English Network		✓	
Grievance Management, French Network		✓	
Regional Audits			
British Columbia Region, English Networks		✓	
Real Estate Division			
Facilities Management (Compliance Audit of the ProFac Contract)			
Parking Management, Montréal		✓	

¹ Audit reports that have been classified as completed or closed will not be subject to further follow-up work and consequently will not reappear on the next status report.

² Complete implementation is dependent upon the completion of the Vision Project.

Appendix IV - Follow-up of Notable Observations, Status as at May 31, 2007

Projects	Observations during Original Audit	Recommendations	* Status of Implementation
Non-media or Cross-component			
Management of Fixed Assets (February 2003 – ETN, ERN, FTN, FRN & IT)	There is no central database to maintain listings of unused assets that are accessible to potential users throughout the Corporation. SAP is not utilized for asset maintenance, thereby necessitating the need for multiple, incompatible systems for maintenance and tracking purposes.	Consider the feasibility of utilizing the SAP system or another system to identify and provide corporate-wide access to information on surplus assets. Explore the feasibility of implementing the SAP PM module or another system to address the maintenance planning and monitoring needs.	Follow-up performed through the 2006-2007 audit.
Overtime Management (November 2004 – Senior Directors, Finance & Administration, and Production)	Managers do not have the appropriate tools that can provide the reasons why overtime was incurred. To identify potential solutions or work methods to address practices that can be changed to mitigate overtime costs, causes/reasons for overtime should be identified.	Work with line managers to find reporting tools and assist them in developing reports that are user friendly and respond to their needs.	In progress.
Follow-up of the Recommendations made by the Fleet Management Task Force (April 2005 – Senior Director, Supply Management, Finance & Administration)	The Corporate Fleet Manager, who is responsible for managing the entire fleet, does not have any control over the transactions entered in the general ledger accounts nor is he responsible for any budgets. This prevents him from performing his duties effectively.	Provide the Corporate Fleet Manager with the means required to carry out his responsibilities.	Closed.
Newsgathering Review, English and French Networks (June 2005 – Senior Directors, News Services) s.16(2)	Performance reviews are not always completed and the feedback scale is confining. Without completed detailed performance reviews, it is difficult to adequately identify and provide for training needs.	Complete, on an annual basis, performance reviews. Implement follow-up procedures to ensure performance reviews have been performed.	In progress. In progress.

* Recommendations that have been classified as completed, rejected or closed will not be subject to further follow-up work and consequently will not reappear on the next status report.

Appendix IV - Follow-up of Notable Observations, Status as at May 31, 2007 (Cont'd)

Projects	Observations during Original Audit	Recommendations	* Status of Implementation
Non-media or Cross-component (Cont'd)			
Capital Process (June 2005 – Senior Director, Capital Planning)	The translation of the corporate objectives, priorities and strategic direction to the capital process in terms of a capital direction /strategy including the Corporation's technological orientations is not clear to many of the key stakeholders.	Improve the articulation of the capital investment/technology strategy including the implementation timeline and communicate it to all key stakeholders to clearly demonstrate and ensure that the investment plan is aligned with the strategic direction.	Completed.
	Criteria used to accept projects in the three-year capital investment plan are neither documented nor unanimous among the key stakeholders interviewed.	Formulate, prioritize and communicate to all key stakeholders financial and non-financial criteria to be used in selecting projects.	Completed.
Accounts Payable, National Payment Centre (SSO) (November 2005 – Senior Director, SSO)			In progress.
			In progress.
			In progress.
Shared Services Organization (SSO) (January 2006 – Senior Director, Shared Services)	Managers throughout the Corporation have expressed a desire for increased information from the SSO, both for financial monitoring and information purposes.	Work with Finance & Administration departments to determine the nature and frequency of information required.	In progress.
	While at the executive level, risk factors and critical success factors for projects and change initiatives are documented, the documentation does not appear to follow a formal, recognized and consistent methodology for managers and employees at an operational level.	Utilize and communicate a formal methodology to help ensure that change initiatives are implemented successfully.	In progress.
Québec City Consolidation Project (February 2006 – Project Manager)	The post-mortem report was not initiated.	Complete a post-mortem report to document the final evaluation of the project so that lessons learned can be applied to other projects.	Completed.
	The actual and planned expenditures report does not account for all project-related costs which does not provide a complete and accurate account of project costs.	Include in the post-mortem report the costs that should have been charged to the project.	Completed.

* Recommendations that have been classified as completed, rejected or closed will not be subject to further follow-up work and consequently will not reappear on the next status report.

Appendix IV - Follow-up of Notable Observations, Status as at May 31, 2007 (Cont'd)

Projects	Observations during Original Audit	Recommendations	* Status of Implementation
Non-media or Cross-component (Cont'd)			
Ottawa Consolidation, Third and Final Report (July 2006 – Project Manager)	Three purchase orders were made without calls for tenders and the reasons why were not documented as required by corporate policy.	Document the reasons for which quotations or tenders were not obtained and attach this documentation to the contract or purchase order.	Completed.
	The post-mortem report was not completed.	Complete a post-mortem report to document the final evaluation of the project so that lessons learned can be applied to other projects.	Completed.
Mobile Division, Phase I (July 2006 – Chair, Board of Management and Director, Mobile Division)	Although a formalized mandate was established and approved by the SMC, it has not been completely accepted across the entire Corporation.	Formally communicate across the entire organization the mandate document statement to ensure that the appropriate level of awareness acceptance and cooperation is given to the Division.	Completed.
	The frequency of Board meetings has declined and there are no regular scheduled meetings.	Establish a regular schedule of meetings as part of the need for effective governance and oversight.	In progress.
Content Management Initiative – Rights & Archives Management (August 2006 – Executive Director, Finance & Administration)	It is difficult to drive changes as to how rights are acquired, maintained and achieve synergies within English Services since the internal committees formed to recommend acquisition procedures do not have authority to change internal policy.	Implement the rights management plan and utilize the Vision Project's rights management capabilities to implement changes.	In progress.
	Other than high-profile properties such as Olympics, acquisition of rights for multiple channels is opportunistic and tactical and performed by several departments that have different priorities, metrics and accountabilities.	Change the accountability structure and develop specific measurements of return on rights that link back to strategic priorities.	In progress.
Corporate Payroll, Phase I (October 2006 – Senior Director, SSO)	Control sheets are not always properly completed or updated on a timely basis which does not ensure that all employees have been handled.	Maintain the control sheets.	In progress.
	During the audit, several employee personnel files could not immediately be located and required documentation, such as resignation and termination letters, were missing from the files.	Properly sign out of the filing room the files and place all documents in the files to ensure that accurate records of all transactions are retained.	Completed.
Corporate Payroll, VIP Conversion (November 2006 – Senior Director, SSO)	Changes to project methodology and tests were not always formally approved and a quality assurance role was not included in the project management team creating a risk that unauthorized changes may be implemented or not appropriately monitored.	Assign clear roles and responsibilities to management, groups and individuals and identify a quality assurance person.	Completed.

* Recommendations that have been classified as completed, rejected or closed will not be subject to further follow-up work and consequently will not reappear on the next status report.

Appendix IV - Follow-up of Notable Observations, Status as at May 31, 2007 (Cont'd)

Projects	Observations during Original Audit	Recommendations	* Status of Implementation
Non-media or Cross-component (Cont'd)			
Corporate Payroll, VIP Conversion (November 2006 – Senior Director, SSO) (Cont'd)	The initial project management document created in October 2003 has never been updated to reflect changes.	Ensure that project management documents are kept up-to-date for significant changes.	Completed.
Merchandising Inventory Investigation, Toronto (November 2006 – Executive Director, Finance & Administration)	Manual receipt books used when systems are down were missing receipts including carbon copies. During the June 2006 inventory count “book to physical” inventory adjustments were made with no investigation conducted to identify root causes.	Properly use and control pre-number manual receipts. Investigate inventory adjustments and have them approved by senior management of the Merchandising Division	In progress. Completed.
English Television Network			
Program Planning & Scheduling (March 2000 – Executive Director, Network Programming)	Computer systems used are not integrated and do not have comprehensive training manuals. Lack of formal procedures to ensure compliance with legal and Corporate requirements.	Maintain and update the documentation of systems used by the department. In addition, conduct a comprehensive review of all system requirements and consider a fully integrated system. Develop a process to assess compliance of the final schedules with the various internal and external requirements.	In progress. In progress.
Manage CRTC Reporting (September 2000 – Director, Regulatory Affairs)	Lack of formal procedures to classify programs. CRTC logging systems are not integrated.	Set up a common database for program classifications. Consider the use of an integrated system which will automate the process of producing CRTC logs, taking away the need to re-enter data manually at any stage of the process.	In progress. In progress.
Management of Fixed Assets (February 2003 – Director, Toronto Production Centre)	There is no formal documented preventative maintenance process for critical equipment resulting in a risk of equipment failure.	Establish formal documented maintenance procedures for critical assets.	Follow-up performed through the 2006-2007 audit.

* Recommendations that have been classified as completed, rejected or closed will not be subject to further follow-up work and consequently will not reappear on the next status report.

Appendix IV - Follow-up of Notable Observations, Status as at May 31, 2007 (Cont'd)

Projects	Observations during Original Audit	Recommendations	* Status of Implementation
English Television Network (Cont'd)			
Acquiring Rights (August 2003 - Executive Director, Network Programming)	Various individuals/departments maintain hard copies of acquisition contracts. Many of the tasks associated with contract management, such as regular payments, are triggered manually. The same information may have to be re-entered into different systems using valuable management time.	Implement a fully integrated contract and record management system including a central database of all contracts to improve the efficiency and effectiveness of the process.	In progress.
	Each department and in some instances, each individual maintains their own file for a program. Historical information on programs is also not easily obtainable in all cases as information is maintained in paper form or on individual computer hard drives.	Develop and regularly update a corporate-wide central repository of information.	In progress.
Acquiring External Productions (August 2003 - Executive Director, Network Programming)	Various departments maintain hard copies of acquisition contracts. Many of the tasks associated with contract management, such as regular payments, are triggered manually. The same information may have to be re-entered into different systems using valuable management time.	Implement a fully integrated contract and record management system including a central database of all contracts to improve the efficiency and effectiveness of the process.	In progress.
Travel and Duty Expenses Review, EN (August 2006 – Executive Director, Finance & Administration)	In completing our analytical review, certain trends or transactions were identified that could be further investigated.	Review the identified items.	Completed.
English Radio Network			
Radio Licensing (January 2005 – Senior Director, Finance & Administration)	A significant amount of documentation is unavailable for an exact determination of royalty payments for products distributed through the distributor resulting in an audit scope limitation.	Calculate a range of estimates to enter into negotiation with the various unions involved if additional missing information can be found.	In progress.
French Television Network			
Program Inventory (August 2002 - Manager, Budgets & Management Reports)	External program inventory is entered in the DAC and in Access simultaneously because management reports cannot be obtained by the DAC.	Ensure the new system developed under the Vision Project will enable the production of reports needed to manage the activities.	In progress.

* Recommendations that have been classified as completed, rejected or closed will not be subject to further follow-up work and consequently will not reappear on the next status report.

Appendix IV - Follow-up of Notable Observations, Status as at May 31, 2007 (Cont'd)

Projects	Observations during Original Audit	Recommendations	* Status of Implementation
French Television Network (Cont'd)			
Management of Fixed Assets (February 2003 - General Manager, Technical Production)	Lack of performance measures to manage fixed assets affect the identification of efficiency measures and the assessment of whether the objectives are achieved.	Establish performance measures for the management of fixed assets.	Follow-up performed through the 2006-2007 audit.
Evaluating Program Offerings, Scripts & Ideas (September 2003 - Director of Operations, Production Administration)	Project information is captured by several non-integrated systems: DAC, Access and others which necessitates multiple-entry of information. A number of contracts signed in the regions are not based on the standard contract developed by Montreal.	Implement an integrated project management system that would include a central database. Elaborate a simplified version of the standard contract for regional purposes.	In progress. In progress.
Acquiring External Productions (September 2003 - Director of Operations, Financing & Business Affairs)	Project information is captured by several unrelated systems, resulting in data being captured more than once.	Implement an integrated project management system that would include a central database.	In progress.
French Radio Network			
Broadcasting (June 2004 - Director of operations, French Radio)	Fault follow-up conducted are not always documented and there are no analyses of the causes of the most frequently recurring faults.	Document fault follow-up and conduct periodic analyses of fault data to identify causes and individuals responsible for the most frequent faults and pinpoint the pieces of equipment requiring maintenance or replacement	Completed.
Human Resources			
Scheduling & Payroll Applications Security Review (September 2001 - Senior Manager, VIP Support & Payroll)	All applications that require password authentication have minimum password length defined but do not have the security features to allow for some password requirements.	Strengthen password requirement for scheduling and payroll applications to conform to best practices.	Completed.
Grievance Management, EN (January 2004 - Director of Industrial Relations, HR)	The existing grievance tracking system does not contain all relevant information necessary for the management of grievances.	Ensure that necessary information is entered into the system.	In progress.

* Recommendations that have been classified as completed, rejected or closed will not be subject to further follow-up work and consequently will not reappear on the next status report.

Appendix IV - Follow-up of Notable Observations, Status as at May 31, 2007 (Cont'd)

Projects	Observations during Original Audit	Recommendations	* Status of Implementation
Human Resources (Cont'd)			
Grievance Management, EN (January 2004 - Director of Industrial Relations, HR) (Cont'd)	Internal procedures and guidelines pertaining to the grievance process have not been consistently documented and communicated to the relevant individuals.	Document and communicate standardized procedures and guidelines.	In progress.
Grievance Management, FN (January 2004 - Director, Organizational Development and Consulting Services, HR)	Grievances that are not submitted to arbitration are not considered in the establishment of provisions. As a result, <i>provisions for grievances and grievances in arbitration</i> may be under-evaluated.	Equip the new integrated grievance management software with the capability to produce management reports whose content will be used to establish provisions for all grievances, regardless of whether they have gone to arbitration.	In progress.
Regional Audit			
British Columbia Region, EN (June 2004 - Regional Directors)	Access to sensitive areas within English Radio is not adequately restricted. As a result, equipment of high value and critical for broadcasting is accessible by anyone on the premises, increasing the risk of disruption in broadcast signals and/or misappropriation of company assets.	Communicate the importance of access security to all Master Control staff and implement access restrictions through the use of door keys or access cards.	In progress.
Real Estate Division			
Facilities Management (Compliance Audit of the ProFac Contract) (March 2006 – Directors, Real Estate Division)	Some lease documents that should have been digitized in JDEdwards either were not digitized in JDEdwards or were digitized in another system that is not readily available to Corporation employees. does not consistently comply with certain articles of the contract that deal with procurement procedures. For example, reasons for not going to tender were not always adequately documented.	Ensure that lease documents are digitized and made accessible to Corporation employees. Inform of the importance of abiding by all articles of the contract and ensure that they have an appropriate communications strategy on procurement practices.	Follow-up is being performed through the 2006-2007 audit.
Parking Management, Montréal (September 2006 – Executive Director, Real Estate Division)	Some of the tasks performed by the parking permit clerk are incompatible. The clerk checks, counts and deposits parking receipts and has the freest level of access to the system creating a risk of undetected errors and fraud. Sales report enclosed in the envelopes sent to Finance & Administration are not checked against bank deposits creating a risk of undetected errors and loss of revenues.	Consider modifying systems access profiles, transferring or splitting duties between two counter clerks and/or establish supervisory controls. Require that Finance & Administration or Security check the sales reports against deposits.	In progress. In progress.

* Recommendations that have been classified as completed, rejected or closed will not be subject to further follow-up work and consequently will not reappear on the next status report.

Board of Directors

(June 19, 2007)

Subject matter

Internal Controls Self-Assessment Project - Status Report, May 28, 2007

Background

CBC is currently documenting internal controls over financial reporting and evaluating the effectiveness of internal controls.

Information on the matter

See attached presentations

For decision

For information

Prepared by

Name: Johanne Charbonneau

date: May 28, 2007

Management recommendation

Last discussed at the Board

Date: May 2, 2007

Decision made: N/A

Next steps

Anticipated project completion date: _____

(If contract, indicate date of expiry): _____

INTERNAL CONTROLS PROJECT STATUS REPORT

June 19, 2007

Certification

In its 2006-07 MD&A, CBC will include the following updated statement:

“In 2006, processes and controls affecting financial reporting and related IT systems were documented and key controls within these processes were identified. The Internal Controls over Financial Reporting were designed effectively and testing of the effectiveness of these controls continues. The documentation and assessment of processes and controls relating to Project Vision is limited to the future state of internal controls that are proposed and planned for implementation. Therefore, the current assessment does not apply to current internal controls for processes pertaining to Program Contracts and Rights Management, Commercial Revenue and Programming and Scheduling as well as Disclosure Controls and Procedures as these current controls and procedures have not been documented and evaluated under the current scope.”

Status Report – May 2007

The internal controls project includes:

- I. Documentation and evaluation of financial processes and internal controls over financial statements
- II. Documentation and evaluation of financial processes and internal controls over financial statements impacted by the Vision project
- III. Documentation of Information Technology (IT) general controls

3

Status Report – May 2007 (cont'd)

I. Documentation and evaluation of financial processes and internal controls over financial statements

Testing of the identified key controls for the Purchase to pay process is approx. 95% complete.

Testing for the Corporate Payroll and the Personal Services Contracts (PSC) processes has begun and is approx. 15% complete.

Testing of the following processes is starting:

- Property, Plant and equipment
- Subscriber revenue
- Rental revenue

4

Status Report – May 2007 (cont'd)

I. Documentation and evaluation of financial processes and internal controls over financial statements

Findings on P2P process testing:

- Most controls are effective
- Some controls are not key → will be removed
- Some controls need to be modified and refined → will create a working group to review and modify the process in a few areas
- A cuff system being used in the process was not included in the IT controls assessment and a replacement is being investigated
- Great support on the testing and remediation activities by all “clients” involved.

5

Status Report – May 2007 (cont'd)

I. Documentation and evaluation of financial processes and internal controls over financial statements

Findings on PSC process testing:

- Sample selection has been difficult
- PSC process employee has just been assigned to assist in testing

Findings on Corporate payroll process testing:

- Testing progressing satisfactorily

6

Status Report – May 2007 (cont'd)

II. Documentation and evaluation of financial processes and internal controls over financial statements impacted by the Vision project

No action planned until Vision is live with all Networks at which time we will review the control and process documentation.

As Vision go-live dates are being pushed back, so are the Internal Control project end dates. Consideration should be given to remove the Vision process from the scope of this project so that the project can be closed by March 31, 2008 and moved to a sustainment phase which would include a special project for Vision controls. This will be discussed at the next Project Steering Committee meeting.

7

CBC  Radio-Canada

Status Report – May 2007 (cont'd)

III. Documentation of Information Technology (IT) general controls

According to IT, no funds have been allocated to IT controls projects.

IT is currently evaluating their budgets to allocate time and resources to certain areas of concern with IT controls.

Different initiatives such as AQUA and ITIL are being implemented and are at the same time addressing some of the noted deficiencies in IT controls.

A plan has been requested and should be provided shortly.

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CBC  Radio-Canada

PROJECT TIMEFRAME

Overall Project Timeframe

Phase	Estimated Completion Date as at last status	Revised Completion Date (1)
Planning and Scoping	Completed	Completed
Documentation	September 30, 2007	February 28, 2008
Evaluation	December 31, 2007	March 31, 2008
Testing and Remediation	March 31, 2008	June 30, 2008
Reporting:		
Design	December 31, 2007	March 31, 2008
Effectiveness	March 31, 2008	June 30, 2008

(1) Based on Vision Go-Live dates of July for FTN and November for ETN.

Project Timeframe

I. Documentation and evaluation of financial processes and internal controls over financial statements

Phase	Estimated Completion Date as at last status	Revised Completion Date
Planning and Scoping	Completed	Completed
Documentation	Completed	Completed
Evaluation	Completed	Completed
Testing and Remediation	September 30, 2007	September 30, 2007
Reporting:		
Design	Completed	Completed
Effectiveness	September 30, 2007	September 30, 2007

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Project Timeframe (cont'd)

II. Documentation and evaluation of financial processes and internal controls over financial statements impacted by the Vision project

Phase	Estimated Completion Date as at last status	Revised Completion Date (1)
Planning and Scoping	Completed	Completed
Documentation of designed controls	Completed	Completed
Documentation of actual controls after go-live	September 30, 2007	February 28, 2008
Evaluation	December 31, 2007	March 31, 2008
Testing and Remediation	March 31, 2008	June 30, 2008
Reporting:		
Design	December 31, 2007	March 31, 2008
Effectiveness	March 31, 2008	June 30, 2008

(1) Based on Vision Go-Live dates of July for FTN and November for ETN

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Project Timeframe (cont'd)

III. Documentation of Information Technology (IT) general controls

Phase	Estimated Completion Date as at last status	Revised Completion Date
Planning and Scoping	Completed	Completed
Documentation	Completed	Completed
Evaluation	Completed	Completed
Testing and Remediation	December 31, 2007	March 31, 2008
Reporting: Design Effectiveness	Completed December 31, 2007	Completed March 31, 2008

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CBC  Radio-Canada

CBC  Radio-Canada

PROJECT COSTS

Project costs

s.18(a)

s.18(b)

PHASE	KPMG				CBC			
	Total Project Budget		Actual (Project to date as at April 30, 2007)		Total Project Budget		Actual (Project to date as at April 30, 2007)	
	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours (1)
Documentation of sub-processes								
Identification of sub-process risks and related controls								
Evaluation of design and operation effectiveness								
Identify deficiencies								
Reporting / Project Management								
Evaluate entity level control framework								
IT general controls								
On Air Vision								
Total								

Notes:

(1) CBC actual hours and costs are estimated as Finance staff do not charge their time to specific projects

Audit Committee

June 19, 2007

Subject matter

Ratification of the Acting Chairman and President and CEO's Travel and Hospitality expenses (January 1 to March 31, 2007)

Background

At the June 2004 meeting, the Board decided to comply with the Treasury Board's request to post the travel and hospitality expenses of the Chair of the Board of Directors and the President and CEO on CBC/Radio-Canada's website on a quarterly basis.

Information on the matter

The attached information for the fourth quarter of the year 2006-2007 (January 1 to March 31, 2007) is attached for ratification. For information purposes only, we have also provided comparative numbers for the same period in 2005-2006, where applicable.

Only the expenses incurred in 2006-2007 will be posted on CBC/Radio-Canada's website.

For decision**For information****Prepared by**

Name: Johanne Charbonneau
date: May 28, 2007

Management recommendation

We recommend that the Acting Chair and President and CEO's expenses for the fourth quarter (January 1 to March 31, 2007) be ratified by the Audit Committee.

Last discussed at the Board

Date: March 8th, 2007
Decision made: The Chairman of the Board's and the President and CEO's expenses were ratified as presented for the 3rd quarter of 2006-2007.

Next steps

Ratify the expenses for the 1st quarter of 2007-2008 (April 1st to June 30th, 2007) expenses at the September 2007 meeting **before** posting on the website.

SUMMARY OF EXPENSES
REPORTED FOR THE PERIOD JANUARY 1 - MARCH 31, 2007
FOR ROBERT RABINOVITCH, PRESIDENT AND CEO
(in dollars \$)

	<u>2006 - 2007</u>	<u>2005 - 2006</u>
Transportation and travel	6,333	11,942
Accommodation	682	3,779
Meals	661	1,233
Duty entertainment and receptions	<u>1,938</u>	<u>3,226</u>
Total expenses	\$9,614	\$20,180

2006 - 2007

These expenses include cost for travel to CBC/Radio-Canada facilities in Ottawa, Montreal, Toronto, to appear twice before the Heritage Committee in Ottawa, and to Chair a Board of Directors meeting in Toronto.

2005 - 2006

These expenses include a trip at the Torino Winter Olympics, a business trip to Paris and a Board Meeting in Toronto. It also includes costs for travel to CBC/Radio-Canada facilities in Toronto, Montreal and Ottawa.

**SUMMARY OF EXPENSES
FOR THE FISCAL YEAR 2006 - 2007
FOR ROBERT RABINOVITCH, PRESIDENT AND CEO
(in dollars \$)**

	<u>2006 - 2007</u>	<u>2005 - 2006</u>
Transportation and travel	45,283	52,625
Accommodation	23,990	22,269
Meals	5,138	4,965
Other		32
Duty entertainment and receptions	12,130	12,641
Total expenses	\$86,541	\$92,532

2006-2007

1st quarter These expenses include two business trips to New York City, two Board meetings (in Saint John and Yellowknife), and a trip to attend the Banff Television Festival as a panelist. It also includes costs for regular travel between CBC/Radio-Canada facilities in Ottawa, Toronto and Montreal, as well as visits of CBC/Radio-Canada stations in Moncton and Whitehorse.

2nd quarter These expenses include a trip to Caraquet to meet with the Editorial Board of the Acadie Nouvelle and to Istanbul to attend the annual Museum of T.V. & Radio International Council meeting. The summary also includes costs for travel between CBC/Radio-Canada facilities in Toronto, Ottawa and Montreal.

3rd quarter These expenses include cost for travel between CBC/Radio-Canada facilities in Ottawa, Montreal, Toronto, to a Board of Directors meeting in Halifax and business in Vancouver.

4th quarter These expenses include cost for travel to CBC/Radio-Canada facilities in Ottawa, Montreal, Toronto, to appear twice before the Heritage Committee in Ottawa, and to Chair a Board of Directors meeting in Toronto.

2005-2006

1st quarter These expenses include a trip to San Francisco as a panelist at the Public Television Leadership Summit, two Board meetings (in Winnipeg and Calgary), and a trip to attend the Banff Television Festival. It also includes costs for travel between CBC/Radio-Canada facilities in Toronto and Montreal.

2nd quarter These expenses include a trip to Calgary to participate in the Spruce Meadows Roundtable. The summary also includes costs for travel between CBC/Radio-Canada facilities in Toronto, Ottawa and Montreal.

3rd quarter These expenses include a trip to Tunis as a panelist at the WEMF Summit and meetings at the CBC London Bureau and with Mr. Mark Thompson, Director General of the BBC. It also includes costs for travel between CBC/Radio-Canada facilities in Ottawa, Toronto, Montreal and Vancouver.

4th quarter These expenses include a trip at the Torino Winter Olympics, a business trip to Paris and a Board Meeting in Toronto. It also includes costs for travel to CBC/Radio-Canada facilities in Toronto, Montreal and Ottawa.

**103rd MEETING OF THE AUDIT COMMITTEE
CANADIAN BROADCASTING CORPORATION
Ottawa, Ontario – May 2, 2007**

s.68.1

Wednesday, May 2, 2007

Also in attendance Daniel Paquette and Pascale Legault from the Auditor General's Office

ITEM	START TIME	REPORT BY	MOTION REQUIRED	DOCUMENT
1. Approval of the minutes of the March 8, 2007 meeting	10:00	Hélène Fortin	YES	YES
2. Matters arising from previous meetings				
3. Vision Project Update		Ray Carnovale		
4. Internal Audit Report on Vision		Michel Maisonneuve		YES
5. Report on Pension Plan		Debra Alves Suzanne Morris		YES
6. Update on Attest Audit		Pascale Legault		
LUNCH	12:00			
7. Internal Controls Project Update		Johanne Charbonneau		YES
8. Risk Management		Steven Guiton Mark Allen Bill Atkinson		YES
9. Ratification of A/Chair and President and CEO's Travel and Hospitality expenses (January 1 to March 31,2007)		Johanne Charbonneau	YES	YES
10. Approval of contracts <ul style="list-style-type: none"> • Corporate Express Inc. 		Johanne Charbonneau	YES	YES
11. In-camera <ul style="list-style-type: none"> • Ratification of Deloitte & Touche Contract for Internal Audit work on Vision 		Johanne Charbonneau	YES	YES
Next meeting – June 13, 2007 - Ottawa				
Conclude	15:00			

UPDATES/INFORMATION

- Contracts over \$5 million (contracts approved between January 1 and March 31, 2007) – Johanne Charbonneau
- Certificate of payment of taxes and hiring practices, January 1 to March 31, 2007 – Johanne Charbonneau

Board of Directors

May 2, 2007

Subject matter

Contracts over \$5 million for the period January 1 to March 31, 2007.

Background

Following changes in signing authority level, some contracts no longer require Board approval. However, all contracts over \$5 million, regardless of whether they require approval or not, will now be reported to the Audit Committee.

Information on the matter

See attached

For decision

For information



Prepared by

Name: Johanne Charbonneau
date: April 13, 2007

Management recommendation

N/A

Last discussed at the Board

Date: January 22, 2007
Decision made: Contracts over \$5 million for the period October 1 to December 31, 2006 were presented for information.

Next steps

N/A

CBC/Radio-Canada
 2006-2007 - Contracts over \$5 million
 Contracts approved between January 1 and March 31, 2007

s.20(1)(b)

			<u>Approved by Audit Committee</u>
Programming and service:			
Contractor	Program Title / Service	Amount	Y/N
no contracts over \$5 million			
Real Estate:			
Contractor	Description	Amount	
SNC Lavallin Profac Inc	Property management service agreement		Y
Other:			
Contractor	Description	Amount	
Deloitte and Touche LLP	Internal audit service agreement		Y
Revenue generation:			
Contractor	Description	Amount	
no contracts over \$5 million			

CBC/Radio-Canada
 2006-2007 - Contrats de plus de 5 millions de dollars
 Contrats approuvés entre le 1er janvier et le 31 mars 2007

			<u>Approuvé par le comité de vérification</u>
Programmation et services:			
Contractant	Titre du programme / service	Montant	O/N
Division immobilière:			
Contractant	Détail	Montant	
SNC Lavallin Profac Inc	Entente pour services de gestion des édifices		Y
Autre:			
Contractant	Détail	Montant	
Deloitte and Touche LLP	Entente pour services de vérification interne		Y
Revenus:			
Contractant	Détail	Montant	
aucun contrat de plus de 5 millions de dollars			

Board of Directors
(May 2, 2007)

Subject matter

Certificate of payments of taxes and hiring practices

Background

The purpose of this document is to provide an overview of controls in place with respect to payroll withholdings and hiring.

The document is twofold. First, for regular payroll withholdings, you will find attached a certificate from the Vice-President and CFO and the Senior Vice-President, Human Resources & Organization attesting to the controls currently in place for payroll in the fourth quarter of 2006/2007.

Secondly, attached is an example of notes sent by each of the Corporation's Media Vice-Presidents and Head of support areas confirming that appropriate controls have been exercised regarding hiring in their area in the fourth quarter of 2006/2007.

Information on the matter

Quarterly overview of controls which are in place with respect to payroll.

For information

Prepared by

Name: Johanne Charbonneau

Date: April 13, 2007

Management recommendation

N/A

Last discussed at the Board

Date: January 22, 2007

Decision made: N/A

Next steps

N/A

Date ► April 2, 2007
From / De ► Vice-President and Chief Financial officer
Subject / Objet ► **Payroll Withholdings**

R. Rabinovitch
President and CEO

The following representations are made in connection with procedural controls relating to payroll withholdings.

Controls are in place to provide reasonable assurance that employer and employee payments and deductions related to salary, wages and remuneration to employees, such as income taxes, EI and CPP payments, are made as they fall due. As part of their ongoing audit activities, the auditors review these controls on a cyclical basis to obtain reasonable assurance they are adequate and functioning properly. Canada Revenue Agency auditors also review the income tax deductions when they audit this area.

The Corporation has a history of withholding the appropriate amount and making payments on a timely basis and there have been no material irregularities in this regard.

I confirm that, to the best of my knowledge and belief, payroll withholding procedures were applied effectively during the fourth quarter of 2006/07 for Local/Performers Payroll and that related payments were made when due.



Johanne Charbonneau



April 2, 2007

Senior Vice-President, Human Resources & Organization

Payroll Withholdings

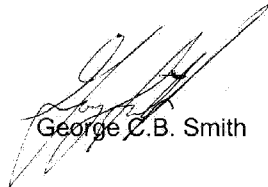
R. Rabinovitch
President and CEO

The following representations are made in connection with procedural controls relating to payroll withholdings.

Controls are in place to provide reasonable assurance that employer and employee payments and deductions related to salary, wages and remuneration to employees, such as income taxes, EI and CPP payments, are made as they fall due. As part of their ongoing audit activities, the auditors review these controls on a cyclical basis to obtain reasonable assurance they are adequate and functioning properly. Canada Revenue Agency auditors also review the income tax deductions when they audit this area.

The Corporation has a history of withholding the appropriate amount and making payments on a timely basis and there have been no material irregularities in this regard.

I confirm that, to the best of my knowledge and belief, payroll withholding procedures were applied effectively during the fourth quarter of 2006/07 for Corporate Payroll and that related payments were made when due.



George C.B. Smith



April 2, 2007

Vice-President and Chief Technology Officer

Hiring

J. Charbonneau
Vice-President and
Chief Financial Officer

The following representations are made in connection with procedural controls relating to hiring, excluding the media areas for which separate certifications have been made.

Controls are in place to ensure that when Technology has need of services, the resulting hiring is evaluated in line with established criteria and tax policy to determine the appropriate status of the hiree - be that employee contractee, company, or any other form that may be valid.

From time to time, Canada Revenue Agency may include this area in their review when they conduct their audits.

I confirm that, to the best of my knowledge and belief, no significant irregularities have resulted from hirings in the fourth quarter of 2006/07.



Raymond J. Carnovale

Date: April 3 2007

April 2, 2007

Executive Vice-President, English Television

Hiring

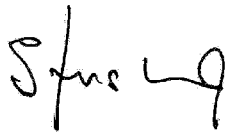
J. Charbonneau
Vice-President and
Chief Financial Officer

The following representations are made in connection with procedural controls relating to hiring.

Controls are in place to ensure that when English Television has need of services, the resulting hiring is evaluated in line with established criteria and tax policy to determine the appropriate status of the hiree - be that employee contractee, company, or any other form that may be valid.

From time to time, Canada Revenue Agency may include this area in their review when they conduct their audits.

I confirm that, to the best of my knowledge and belief, no significant irregularities have resulted from hirings in the fourth quarter of 2006/07.



Richard Stursberg

DRAFT

**102nd MEETING OF THE AUDIT COMMITTEE
CANADIAN BROADCASTING CORPORATION
OTTAWA, ONTARIO
March 8, 2007**

PRESENT:

Ms. Hélène Fortin Chair
Ms. Johanne Brunet
Mr. Bernd Christmas

REGRETS:

Mr. K (Rai) Sahi

ALSO ATTENDING:

Ms. Johanne Charbonneau, Vice-President and CFO
Ms. Pascale Legault, Office of the Auditor General
Ms. Danielle Bouchard, Office of the Auditor General
Mr. Neil Brown, Deloitte & Touche (Internal Audit)
Mr. Jimmy Barbour, Deloitte & Touche (Internal Audit)
Mr. Gabriel Rodriguez, Deloitte & Touche (Internal Audit)
Ms. Meg Angevine, Compliance Officer and Assistant Corporate Secretary

Other participants as identified in the Minutes.

**102nd MEETING OF THE AUDIT COMMITTEE
CANADIAN BROADCASTING CORPORATION
OTTAWA, ONTARIO
March 8, 2007**

The Chair called the meeting to order at 9:30 a.m.

APPROVAL OF THE MINUTES

On a motion duly moved and seconded

IT IS RESOLVED THAT the minutes of the Audit Committee meeting held on January 22, 2007 be and are hereby approved, with one minor change as proposed by the Chair of the Committee.

MOTION CARRIED

VISION PROJECT UPDATE

Ray Carnovale joined the meeting via telephone. He provided a detailed update on the project, summarizing progress to March 7, 2007. He reported on a number of matters including:

(i)

(ii)

s.18(b)
s.20(1)(b)

(iii)

(iv)

(v)

(vii)

Johanne Charbonneau provided additional clarification with respect to the preparation of the 2006-2007 financial statements and in particular, the verification processes involved in transitioning from one system to another.

Mr. Carnovale advised that the next meeting of the Vision Project Steering Committee would be held on March 9, with another meeting likely to take place by March 19. He undertook to provide a further update on the project at the Board meeting on March 21.

INTERNAL AUDIT REPORT ON VISION

Gabriel Rodriguez reported on the continuing work of Internal Audit in monitoring the Vision project. The Committee received a thorough written report at the meeting and Mr. Rodriguez presented the highlights.

s.20(1)(b)

The Chair thanked Mr. Rodriguez for his report.

MATTERS ARISING FROM PREVIOUS MEETINGS

Content of Board Presentations

At its November 2006 meeting the Committee suggested that presentations to the Audit Committee and the Board should include information regarding other options considered (i.e. other than the one recommended by management).

Both in response to this suggestion, and as a result of comments made by other Board members, new guidelines for Board presentations have been prepared and circulated to senior management. Meg Angevine described the requirements set out in the guidelines and the Chair of the Committee requested that a copy be provided to Board members for their information.

UPDATE ON ANNUAL ATTEST AUDIT

Pascale Legault of the Office of the Auditor General provided a brief update on the status of the annual attest audit. She noted that the interim audit work was completed in February and advised that there were no issues for the Committee at the present time. She added that a further update would be provided at the May meeting.

Ms. Legault also stated that, with respect to the Travel and Hospitality audit, it was too early to offer any conclusions, but the audit results would be available in May.

QUARTERLY FINANCIAL MANAGEMENT REPORT AT DECEMBER 31, 2006

Johanne Charbonneau presented a summary of the actual-to-budget results for the third quarter ended December 31, 2006, as well as a forecast to the 2006-07 year end.

s.18(a)

s.18(b)

s.21(1)(b)

s.18(a)
s.18(b)
s.21(1)(b)

The Chair thanked Ms. Charbonneau for a very thorough report.

QUARTERLY INTERNAL AUDIT REPORT

s.18(a)
s.18(b)
s.21(1)(b)

Neil Brown, Deloitte & Touche (Internal Audit), introduced his colleague, Jimmy Barbour, to present highlights of the Third Quarter Internal Audit Report to the Committee on behalf of Michel Maisonneuve. A copy of the detailed report was circulated in advance of the meeting.

Mr. Barbour noted that a total of eight reports and one management letter were issued during the period. No major issues were detected. Of the eight reports, one contained no observations; four contained notable observations; and three were review engagement reports without reservations. Mr. Barbour added that management was responding very promptly to address the concerns identified and that the Internal Audit team schedules regular follow-up on its recommendations to ensure that they are implemented as required. Mr. Barbour advised that Internal Audit expects to complete all planned projects for 2006-2007 by year end.

The Chair thanked Mr. Barbour for his report.

RISK MANAGEMENT

The President and CEO joined the meeting for this agenda item.

Johanne Charbonneau reported on three elements of the Corporate Risk Management strategy, referring to the material distributed to the Committee in advance on each one:

I. Review of 2006-2007 Key Risks

The report included a review of the thirteen key risks identified for 2006-2007 together with particulars of the steps taken to manage these risks and their current status.

II. Key Risks and Action Plans for 2007-2008

The report included the key risk ranking and risk map for 24 risks identified for 2007-2008 together with a description of the top 16 key risks and particulars of the action plans to manage them. Ms. Charbonneau briefly described the process followed to identify and evaluate risks throughout the Corporation and the resulting analysis conducted to determine the key risks for the 2007-2008 year.

The Chair noted that while a different risk map was used by the OAG for attest audit purposes which was more focused on the risks associated with financial statements, Internal Audit had adopted management's risk map for 2007-2008. The Chair also praised the quality and clarity of the report on Key Risks and Action Plans for 2007-2008.

The President and CEO left the meeting.

III. Review of Insurance Coverage

The report included specifics of the property and liability insurance program as well as particulars of employee benefit plans.

The Chair thanked Ms. Charbonneau for an excellent report.

APPROVAL OF THE INTERNAL AUDIT PLAN FOR 2007-2008

Neil Brown and Jimmy Barbour, Deloitte & Touche (Internal Audit) presented the plan to the Committee. Mr. Barbour referred to the material circulated in advance to the Committee, which covered the following topics:

Introduction and Planning Methodology
New Grading System for Internal Audit Reports
Audit Plan for Fiscal Year 2007-2008
Time Allocation
Preliminary Audit Plans for Fiscal Years 2008-2009 and 2009-2010

Ms. Charbonneau stated that the time allocation for 2007-2008 Internal Audit activities is less than for the previous year and that it will continue to reduce slightly each year for the next three years. After discussion, the Committee approved the plan as submitted.

On a motion duly moved and seconded

IT IS RESOLVED THAT the Audit Committee approves the Internal Audit Plan for the year 2007-08 as presented.

MOTION CARRIED

INTERNAL CONTROLS PROJECT UPDATE

Stéphane Rivest, Director, Financial Systems, Processes & Training, joined the meeting.

Mr. Rivest provided an update on the Internal Controls Project as of February 2007, referring to the written update provided in advance of the meeting.

He advised the Committee that the evaluation of the effectiveness of internal controls is a significant undertaking, as was recently confirmed by the Canadian Securities Administrators in a notice related to certification of disclosure by public issuers. CBC/Radio-Canada is continuing to monitor developments regarding certification by Crown Corporations.

With respect to the three components of the Project, Mr. Rivest reported on the current status of each:

- I. Documentation and evaluation of financial processes and internal controls over financial statements
 - Testing of one process to validate testing strategy is underway
 - Testing phase will be completed with the assistance of KPMG

- II. Documentation and evaluation of financial processes and internal controls over financial statements impacted by the Vision Project
 - No further action until the Vision is live with all networks
- III. Documentation of Information Technology (IT) general controls
 - Planning of remediation activities is in progress
 - Planning and allocation of resources for testing of IT controls is in progress

Mr. Rivest also reviewed the revised timeframe for completion of all phases of the project and the project costs.

The Chair thanked Mr. Rivest for his update.

Mr. Rivest left the meeting.

RATIFICATION OF ACTING CHAIR AND PRESIDENT AND CEO'S TRAVEL AND HOSPITALITY EXPENSES

The Committee ratified the expenses as reported in the summary. At the request of the Committee Chair, Internal Audit conducted an audit of the expenses for the period and confirmed that appropriate policies and control processes were followed for the review of these expenses.

On a motion duly moved and seconded

IT IS RESOLVED THAT the Audit Committee hereby ratifies the Acting Chair's and the President and CEO's expenses for the period October 1 to December 31, 2006 as submitted.

MOTION CARRIED

AUDIT COMMITTEE EVALUATION

This item was deleted from the agenda and will be considered at a future date.

APPOINTMENT OF MANAGING DIRECTOR/CEO, CBC/RADIO CANADA PENSION PLAN

Hélène Fortin informed the Committee of the appointment of Debra Alves as Managing Director/CEO of the CBC Pension Fund and provided details of the selection process followed.

Ms. Fortin commended management on the thorough and effective process employed.

2008 CALENDAR OF MEETINGS

A proposed calendar was circulated at the meeting to solicit input from the Committee members. After discussion, the Committee approved its calendar of meetings as presented.

On a motion duly moved and seconded,

IT IS RESOLVED THAT the Audit Committee calendar of meetings for 2008 be and is hereby approved as submitted.

MOTION CARRIED

IN CAMERA

No matters to report.

CONCLUDE

Having no further business to discuss, the meeting concluded at 3:45 p.m.

Audit Committee
(May 2, 2007)

Subject matter

Vision Project

Background

Vision Project Update Report to the Audit Committee

Information on the matter

N/A

For decision

For information

Prepared by

Name: Michel Maisonneuve, Deloitte & Touche LLP
Date: April 2007

Management recommendation

N/A

Last discussed at the Board

March 8, 2007, information item

Next steps

N/A



VISION PROJECT UPDATE

INTERIM AUDIT COMMITTEE REPORT

(For the period from February 10 to March 28, 2007)

April 2007

Confidential

Report Distribution

In accordance with the terms and conditions of the agreement signed between CBC/Radio-Canada and Deloitte & Touche LLP on January 22, 2007, this report shall be for CBC/Radio-Canada's informational purposes and internal use, its Board of Directors, the Auditor General, the Department of Heritage, and to any other government department in order to satisfy any official government request, and the Parliament of Canada to whom CBC/Radio-Canada is accountable, and is not intended to be and should not be used by any person or entity other than the CBC/Radio-Canada.

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System Implementation, Conversion and Go Live Readiness	32

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are withheld pursuant to sections
sont retenues en vertu des articles**

18(a), 20(1)(b)

**of the Access to Information Act
de la Loi de l'accès à l'information**

Audit Committee
(May 2nd, 2007)

Subject matter

CBC Pension Plan – 2006 Report

Background

Summary of CBC Pension Plan Annual Report

Information on the matter

Report from the Chair, Pension Board of Trustees (Ms. Hélène Fortin)

For decision

For information

Prepared by

Name: *Stephen Cotsman for Hélène Fortin*

Date: *May 2, 2007*

Management recommendation

N/A

Last discussed at the Board

Date: *May 1, 2006*

Decision made: -

Next steps

-

2006 REPORT

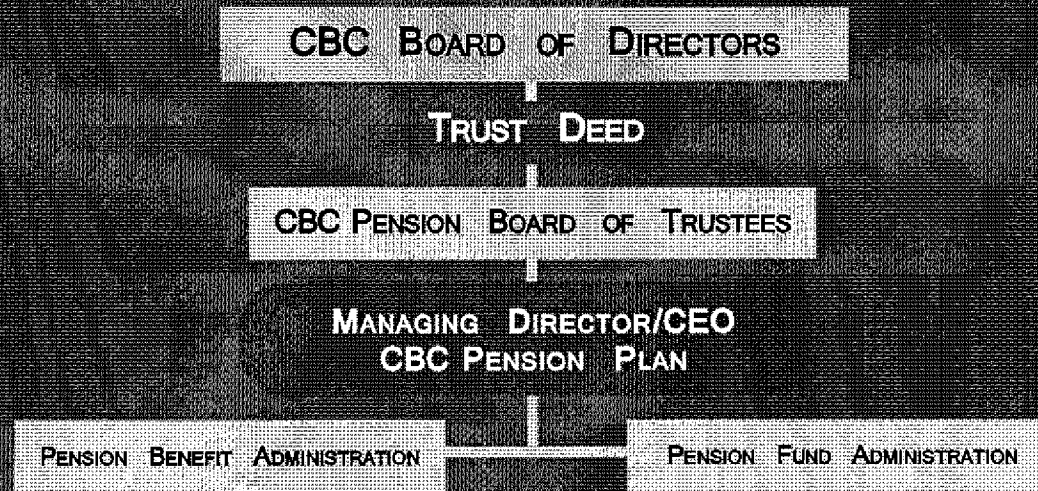


CBC PENSION PLAN

AGENDA

- 2006 FINANCIAL AND PERFORMANCE HIGHLIGHTS
- ACTUARIAL VALUATION AS OF DECEMBER 31, 2006
- 2006 ACTIVITIES
- 2007 OBJECTIVES

STRUCTURE



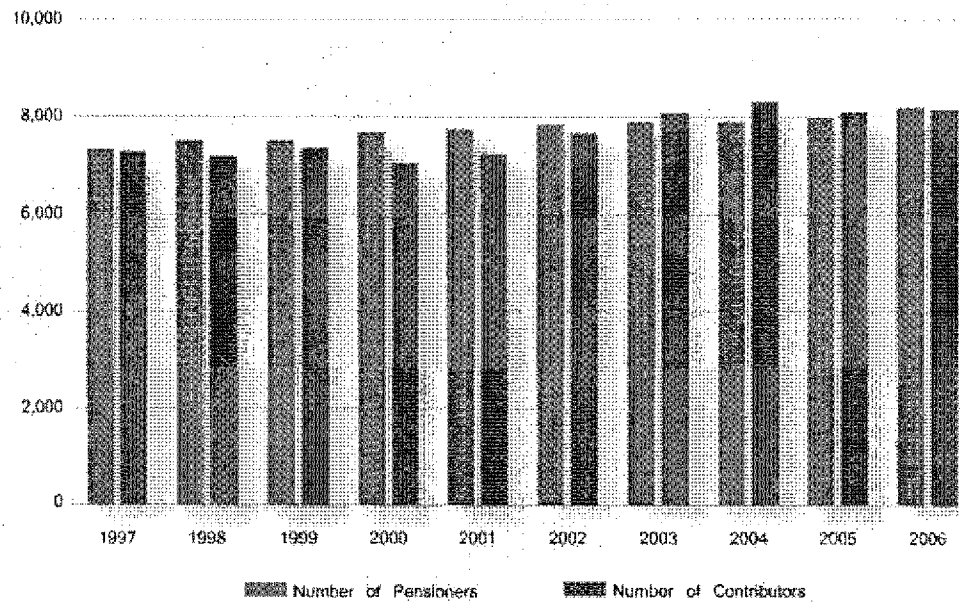
- The CBC Pension Board of Trustees exists by virtue of the Trust Deed created by the CBC Board of Directors.
- There are 7 Trustees:
 - 2 from the CBC Board of Directors (*H. Fortin (Chair), B. Christmas*)
 - 2 from CBC management
 - » most senior officer responsible for finance (*J. Charbonneau*)
 - » most senior officer responsible for personnel (*G. Smith*)
 - 2 employees:
 - » English sector (*J. Soper*)
 - » French sector (*C. Godin*)
 - 1 retiree (*P. Racicot*)
- Stephen Coisman is the Managing Director/CEO. Debra Alves will succeed Mr. Coisman on his retirement in June 2007.
- Pension Benefits Administration is provided by Mercer Human Resources Consulting Ltd.
- Pension Fund Administration includes all investment activity.

CBC PENSION PLAN HIGHLIGHTS

- CONTRIBUTORY DEFINED BENEFIT PLAN
- EMPLOYEE CONTRIBUTIONS: 5.5% (AVERAGE)
- EMPLOYER CONTRIBUTION RATE: 2007 = 10.7%
- PENSION CALCULATION: 2% PER YEAR OF SERVICE TIMES AVERAGE SALARY
- INDEXED UP TO 2.7% PER YEAR

CBC PENSION PLAN

NUMBER OF PENSIONERS vs NUMBER OF CONTRIBUTORS
10-year history



• This is a mature plan:

2006	number	\$ millions
Pensions paid	8,193	191.6
Contributions		
Employee	8,142	46.1
Employer		58.8
		104.9

CBC PENSION PLAN

2006 FINANCIAL HIGHLIGHTS

- **\$433 MILLION SURPLUS ON A GOING CONCERN BASIS**
- **\$131.0 MILLION SURPLUS ON A SOLVENCY BASIS**
- **NET ASSETS (AT MARKET VALUE) = \$4.4 BILLION**
- **ONE YEAR RETURN = 10.2%;**
10-YEAR RETURN = 8.1%
- The 2006 surplus equals \$433 million compared to \$345 million at the end of 2005.
- Solvency assumes the Plan is terminated. For funding purposes, the smaller of the going concern surplus and solvency surplus must be used. Most Canadian pension funds continue to be in a deficit position on a solvency basis.
- The solvency surplus places the Plan in the estimated 27% of a sample of Canadian pension plans that have a solvency ratio greater than 100%.
- Net Assets (at market value) equal \$4.4 billion at the end of 2006, an increase of \$302 million from 2005.

GBC PENSION PLAN

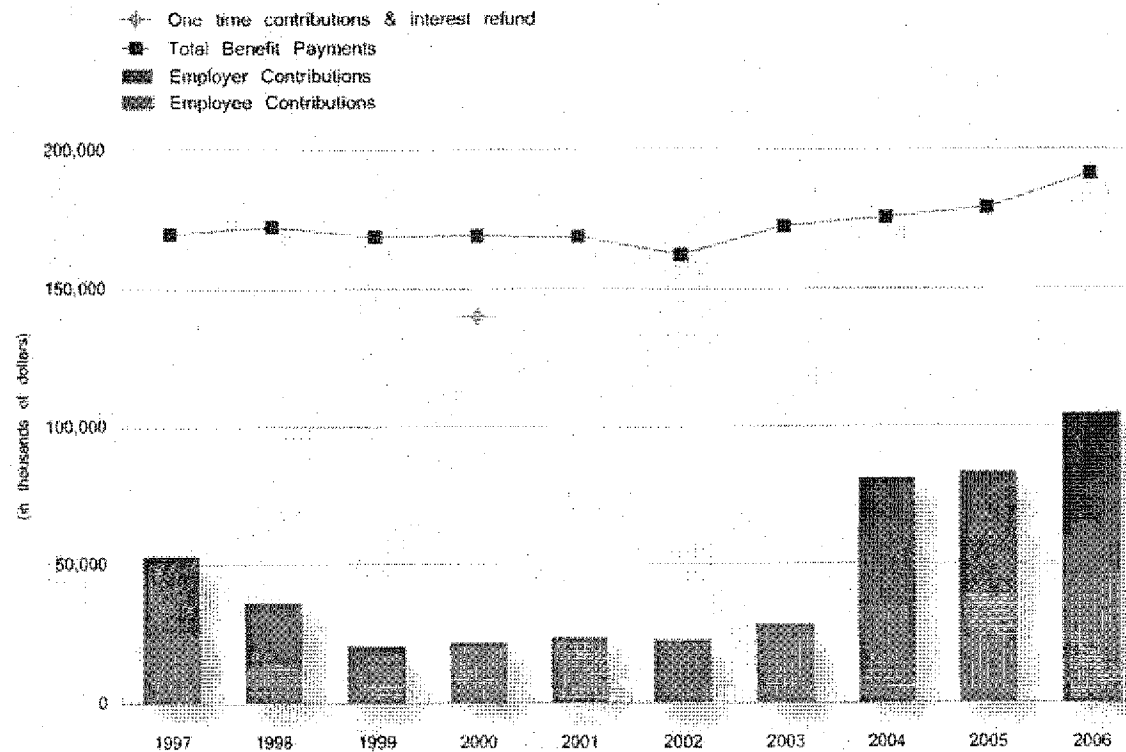
PERFORMANCE

	2006	4-Year
Fund	10.2%	10.9%
Benchmark	9.3%	10.6%
Liability Benchmark	1.6%	-

- In 2006, the Fund returned 10.2% compared to the Benchmark objective of 9.3%.
- The Fund has exceeded the Benchmark by 33 basis points on a 4-year basis.
- The Liability Benchmark is a new measure which approximates the growth in pension liabilities.
- The 10-year average return of 8.1% exceeded the long-term actuarial return assumption of 6.5%.

CBC PENSION PLAN

CONTRIBUTIONS vs BENEFIT PAYMENTS



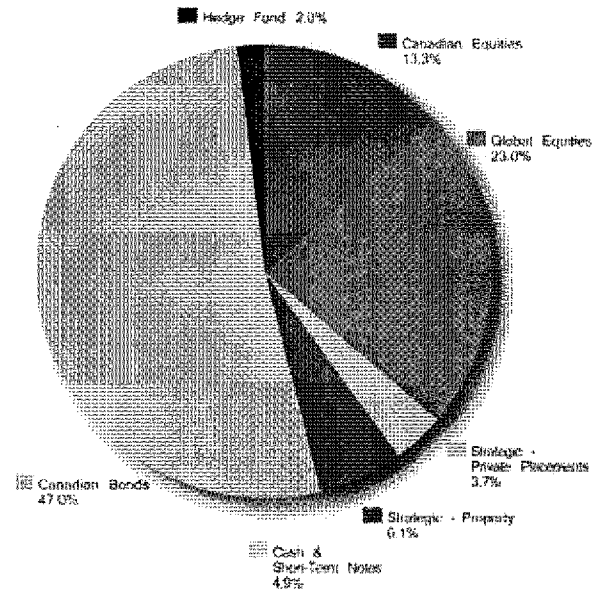
- In 2006, Benefit Payments (\$191.6 million) exceeded Contributions (\$104.9 million) by \$86.7 million.



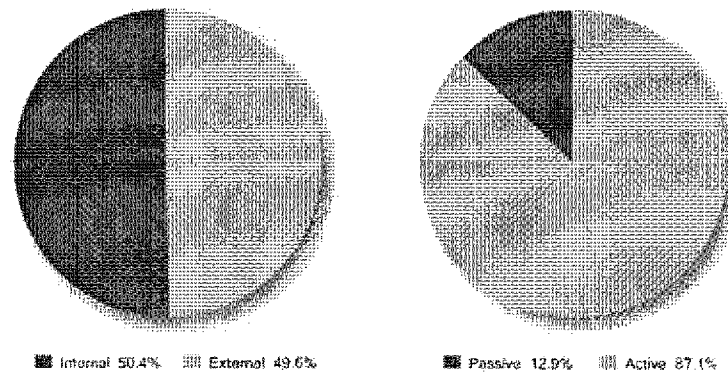
FAIR VALUE OF INVESTMENTS

as at December 31, 2006

ASSET MIX

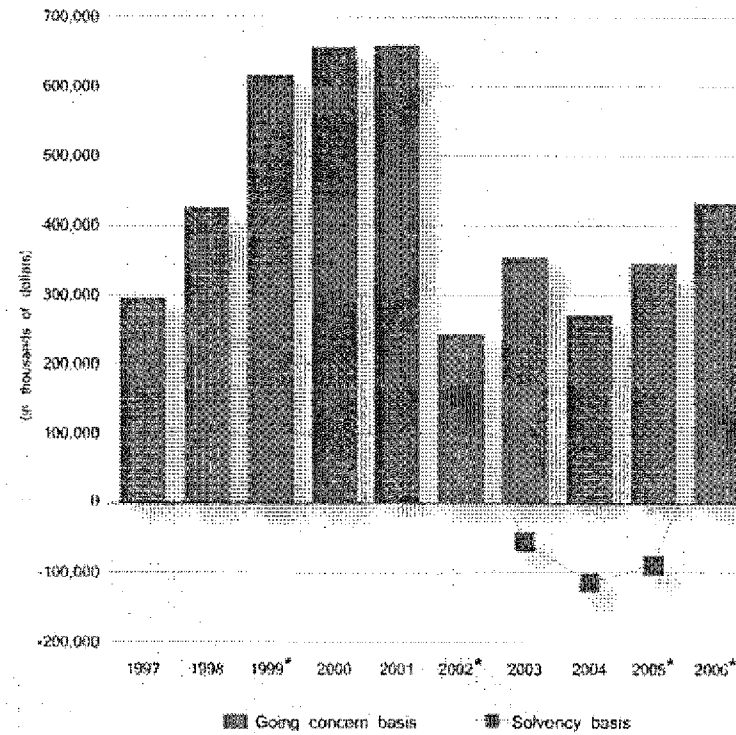


MANAGEMENT OF PENSION FUND ASSETS



FUNDING EXCESS

as at December 31



* Denotes formal actuarial valuation; other years are estimates

	Going Concern Basis	Solvency Basis
1997	\$ 296 million	
1998	\$ 427 million	
1999	\$ 616 million	
2000	\$ 657 million	
2001	\$ 660 million	
2002	\$ 243 million	\$ 156 million
2003	\$ 354 million	\$ (55) million
2004	\$ 273 million	\$ (114) million
2005	\$ 345 million	\$ (89) million
2006	\$ 433 million	\$ 131 million

ACTUARIAL VALUATION

AS AT DECEMBER 31, 2006

CBC PENSION PLAN

ACTUARIAL VALUATION

MEMBERSHIP STATISTICS

ACTIVE MEMBERS	8,142
DEFERRED PENSIONERS	1,022
PENSIONERS AND SURVIVORS	8,167
	<hr/>
	17,331

Page 659

**is withheld pursuant to sections
est retenue en vertu des articles**

18(b), 18(d)

**of the Access to Information Act
de la Loi de l'accès à l'information**

RESULTS - SOLVENCY

	<u>Dec 31/06</u>	<u>Dec 31/05</u>
	(in millions of dollars)	
MARKET VALUE OF ASSETS (NET OF ESTIMATED EXPENSES)	\$ 4,363	\$ 4,061
ACTUARIAL LIABILITIES	\$ 4,232	\$ 4,150
SOLVENCY SURPLUS (DEFICIT)	\$ 131	\$ (89)
SOLVENCY RATIO	103%	98%

RESULTS

CURRENT SERVICE COST FOR 2007

	(in millions of dollars)	% of salaries
ESTIMATED EMPLOYEE REQUIRED CONTRIBUTIONS	\$ 27.6	5.55%
ESTIMATED CBC REQUIRED CONTRIBUTIONS	53.0	10.70%
TOTAL	\$ 80.6	16.25%

FUNDING REQUIREMENTS

- GIVEN THAT THE PLAN IS SOLVENT, SPECIAL PAYMENTS ARE NO LONGER REQUIRED
- THERE IS AN "EXCESS SURPLUS" IN THE PLAN, AS DEFINED UNDER THE INCOME TAX ACT (ITA), SINCE THE GOING CONCERN EXCESS OF \$433M EXCEEDS THE ITA THRESHOLD OF \$356M (10% OF GOING CONCERN LIABILITIES) BY \$77M
- AS A RESULT, CBC/RADIO-CANADA CANNOT CONTRIBUTE TO THE PLAN UNTIL THE GOING CONCERN EXCESS HAS BEEN REDUCED BY \$77M (THIS WILL ALSO REDUCE THE SOLVENCY EXCESS BY \$77M, I.E. FROM \$131M TO \$54M)

2006 ACTIVITIES

2006 ACTIVITIES

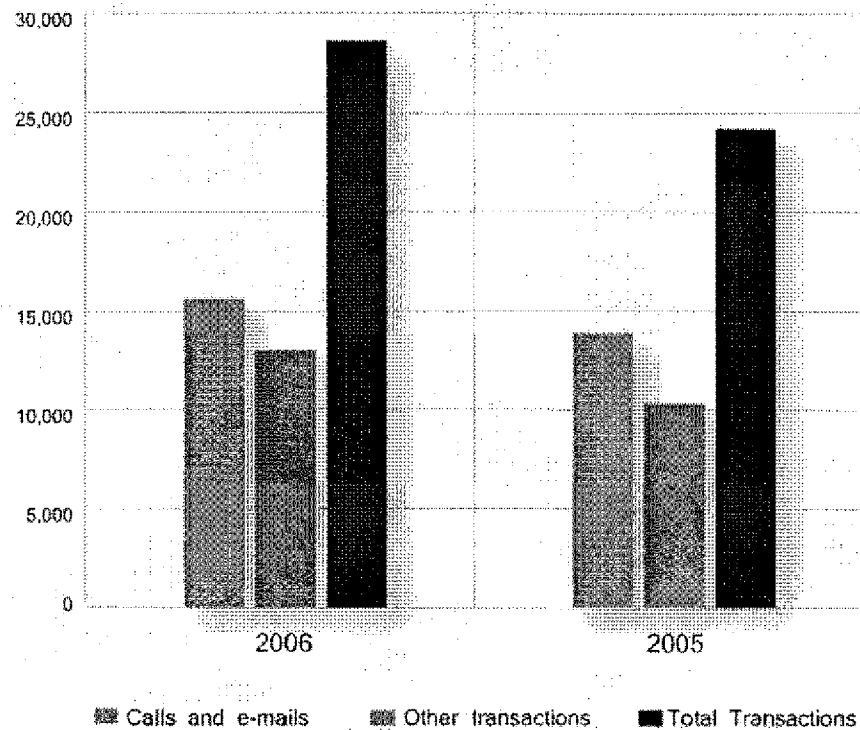
ASSET MIX REVIEW (3RD QUARTER 2005)

• ASSET/LIABILITY MANAGEMENT

	OLD ASSET MIX TARGETS	NEW ASSET MIX TARGETS
FIXED INCOME	34%	50%
EQUITIES	55%	34%
STRATEGIC ALTERNATIVES	11%	16%

- The focus is now on managing the assets and liabilities, not just the assets.
- The change in the long-term asset mix targets is highlighted by an increase in fixed income, a decrease in equities and an increase in strategic alternative investments.
- Interest rate risk will be hedged for the equities and strategic alternatives.
- Significant changes were made to the asset mix and continue in 2007.

PENSION ADMINISTRATION CENTRE TRANSACTIONS



	2006	2005
Calls and e-mails	15,608	13,868
Other transactions	13,038	10,353

CBC PENSION PLAN

GOVERNANCE

- TRUSTEE ANNUAL EFFECTIVENESS REVIEW
- CONTINUING EDUCATION PROGRAM
- SUCCESSION PLAN

- Trustees continued the annual self-review of their effectiveness.
- A comprehensive continuing education program was maintained. Each regular meeting included an agenda item for continuing education, and one full day dedicated to the program was added to one meeting.
- The Succession Plan for senior management was implemented to replace the retiring Managing Director/CEO.

CBC PENSION PLAN

OTHER 2006 ACTIVITIES

- RISK ASSESSMENT
- ACTUARIAL VALUATION

- Risk management self-assessment process continued.

CBC PENSION PLAN

2007 OBJECTIVES

2007 OBJECTIVES

- **ASSET MIX**
 - SUBJECT TO MARKET CONDITIONS COMPLETE THE ASSET MIX TRANSITION
- **ACTUARIAL VALUATION**
 - COMPLETE VALUATION AS AT DECEMBER 31, 2006
- **SUPPORT THE TRANSITION TO A NEW MANAGING DIRECTOR/CEO**
- **RISK MANAGEMENT**
 - INCREASE USE OF QUANTITATIVE TOOLS
 - REVIEW KEY RISKS ON A ROTATING BASIS
- **PROVIDE A CONTINUING EDUCATION PROGRAM FOR TRUSTEES**

SUMMARY

- 2006 RETURNS WERE POSITIVE
- A HEALTHY SURPLUS ON A GOING CONCERN BASIS EXISTS AND ALSO ON A SOLVENCY BASIS
- THE PENSION PLAN IS IN A HEALTHY FINANCIAL POSITION ON BOTH MEASURES

Board of Directors

(May 2, 2007)

Subject matter

Internal Controls Self-Assessment Project - Status Report, April 12, 2007

Background

CBC is currently documenting internal controls over financial reporting and evaluating the effectiveness of internal controls.

Information on the matter

See attached presentations

For decision

For information

Prepared by

Name: Johanne Charbonneau

date: April 13, 2007

Management recommendation

Last discussed at the Board

Date: March 8, 2007

Decision made: N/A

Next steps

Anticipated project completion date: _____

(If contract, indicate date of expiry): _____

Internal Control Design Assessment

March 31, 2007

To the Audit Committee of the Board

We have reviewed the design of CBC/Radio-Canada's Internal Controls over Financial Reporting (ICFR) for the fiscal year 2006-07.

Based on the information gathered and the design assessment, in our opinion, the Internal Controls over Financial Reporting provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements.

In our assessment of the design of the ICFR, no **material** gaps have been identified.

While some gaps have been identified, they are not considered to cause any material deficiencies in the design of the ICFR and would not reduce the assurance regarding the reliability of financial reporting and the preparation of financial statements. In addition, some of the gaps identified are being addressed and remediated as they are identified and some others for which immediate remediation is impossible are being addressed with compensating controls.

CBC/Radio-Canada's MD&A for fiscal year 2006-07 includes the following disclosure:

“In 2006, processes and controls affecting financial reporting and related IT systems were documented and key controls within these processes were identified. No material gaps were found in the design of internal controls and testing of the effectiveness of these controls continues.”

Stéphane Rivest, CA•IT
Internal Control Project Lead

Johanne Charbonneau
Chief Financial Officer and Project Sponsor



**INTERNAL CONTROLS
PROJECT
STATUS REPORT**

May 2, 2007

Latest News

The Canadian Securities Administrators (CSA) has recently published a Notice and Request for Comments regarding the proposed repeal of Multilateral Instrument 52-109 and the new proposal National Instrument 52-109, *Certification of Disclosure in Issuers' Annual and Interim Filings*.

In addition to the proposed changes in effective dates as reported in last month's meeting, the CSA is also proposing the following changes:

- Introduce the new term “reportable deficiency” and remove the terms “material weakness” and “significant deficiency”.

“reportable deficiency” means a deficiency, or combination of deficiencies, in the design or operation of one or more controls that would cause a reasonable person to doubt that the design or operation of internal control over financial reporting provides reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with the issuer’s GAAP

Certification

- the CEO and CFO certificates are being expanded to provide for additional assertions and "except for" provisions where reportable deficiencies have been identified or where scope limitations exist.
- in addition to the previous Disclosure Control & Procedures (DC&P) and Internal Controls over Financial Reporting (ICFR) requirements, the proposed instrument will now require an evaluation of the effectiveness of ICFR and fairly extensive disclosures in the Management's Discussion & Analysis (MD&A), including the process used to evaluate ICFR.

Certification (cont'd)

Although CBC/Radio-Canada is not an 'issuer', we do consider the guidance from the CSA as relevant.

We will continue to monitor the government's position on Crown Corporation certification. To date, the government has indicated it believes Crown Corporations should be held to a similar standard as corporate issuers but it has not yet "prescribed" the form or the requirements of certification.

In its 2006-07 MD&A, CBC will include the following :

"In 2006, processes and controls affecting financial reporting and its related IT systems were documented and key controls within these processes were identified. No material gaps were found in the design of internal controls and testing of the effectiveness of these controls continues."

Status Report – April 2007

The internal controls project includes:

- I. Documentation and evaluation of financial processes and internal controls over financial statements
- II. Documentation and evaluation of financial processes and internal controls over financial statements impacted by the Vision project
- III. Documentation of Information Technology (IT) general controls

Status Report – April 2007 (cont'd)

I. Documentation and evaluation of financial processes and internal controls over financial statements

Testing of the identified key controls for the Purchase to pay is underway.

We have hired consultants from KPMG to assist us in the testing activities. They have started testing on the Corporate Payroll and the Personal Services Contracts (PSC) processes.

Status Report – April 2007 (cont'd)

I. Documentation and evaluation of financial processes and internal controls over financial statements

Initial draft findings of testing activities:

- Data extracts are difficult and require lots of effort
- Validating segregation of duties in control activities is time consuming and a manually intensive process
- In some cases, evidence of control execution is not retained after the control is performed. As such, we are not in a position to confirm that the control is being performed. As we identify these situations we advise the persons involved and take corrective measures to retain evidentiary material.

Status Report – April 2007 (cont'd)

I. Documentation and evaluation of financial processes and internal controls over financial statements

We have purchased SAP's Access Control suite of software that will assist, facilitate, automate and accelerate testing of system controls and segregation of duties. Implementation will occur in the following months.

Status Report – April 2007 (cont'd)

II. Documentation and evaluation of financial processes and internal controls over financial statements impacted by the Vision project

No action planned until Vision is live with all Networks at which time we will review the control and process documentation.

Status Report – April 2007 (cont'd)

III. Documentation of Information Technology (IT) general controls

No changes since last status report.

Planning of remediation activities has been performed and operating funding has been requested by IT for remediation projects.

Testing is being planned for IT controls and there is a need to identify testing resources in IT.



PROJECT TIMEFRAME

Overall Project Timeframe

Phase	Estimated Completion Date as at last status	Revised Completion Date (1)
Planning and Scoping	Completed	Completed
Documentation	September 30, 2007	September 30, 2007
Evaluation	December 31, 2007	December 31, 2007
Testing and Remediation	March 31, 2008	March 31, 2008
Reporting:		
Design	December 31, 2007	December 31, 2007
Effectiveness	March 31, 2008	March 31, 2008

(1) Based on Vision Go-Live dates of May for FTN and June for ETN.

Project Timeframe

I. Documentation and evaluation of financial processes and internal controls over financial statements

Phase	Estimated Completion Date as at last status	Revised Completion Date
Planning and Scoping	Completed	Completed
Documentation	Completed	Completed
Evaluation	Completed	Completed
Testing and Remediation	September 30, 2007	September 30, 2007
Reporting: Design Effectiveness	March 31, 2007 September 30, 2007	Completed September 30, 2007

Project Timeframe (cont'd)

II. Documentation and evaluation of financial processes and internal controls over financial statements impacted by the Vision project

Phase	Estimated Completion Date as at last status	Revised Completion Date (1)
Planning and Scoping	Completed	Completed
Documentation of designed controls	Completed	Completed
Documentation of actual controls after go-live	September 30, 2007	September 30, 2007
Evaluation	December 31, 2007	December 31, 2007
Testing and Remediation	March 31, 2008	March 31, 2008
Reporting:		
Design	December 31, 2007	December 31, 2007
Effectiveness	March 31, 2008	March 31, 2008

(1) Based on Vision Go-Live dates of May for FTN and June for ETN

Project Timeframe (cont'd)

III. Documentation of Information Technology (IT) general controls

Phase	Estimated Completion Date as at last status	Revised Completion Date
Planning and Scoping	Completed	Completed
Documentation	Completed	Completed
Evaluation	Completed	Completed
Testing and Remediation	December 31, 2007	December 31, 2007
Reporting: Design Effectiveness	March 31, 2007 December 31, 2007	Completed December 31, 2007



PROJECT COSTS

Project costs



PHASE	KPMG				CBC			
	Total Project Budget (1)		Actual (Project to date as at March 31, 2007)		Total Project Budget (2)		Actual (Project to date as at March 31, 2007)	
	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours (3)
Documentation of sub-processes								
Identification of sub-process risks and related controls								
Evaluation of design and operation effectiveness								
Identify deficiencies								
Reporting / Project Management								
Evaluate entity level control framework								
IT general controls								
On Air Vision								
Total								

Notes:

- (1) KPMG budget has been reallocated between phases to take in account assistance in testing phase
- (2) CBC Budget has been increased to account for additional efforts required in testing activities
- (3) CBC actual hours and costs are estimated as Finance staff do not charge their time to specific projects

Audit Committee
(May 2, 2007)

s.18(b)

Subject matter

s.68.1

[Empty text box for Subject matter]

Background

[Empty text box for Background]

Information on the matter

[Empty text box for Information on the matter]

For decision

For information

Prepared by

Name: Mark Allen
date: April 20, 2007

Management recommendation

[Empty text box for Management recommendation]

Last discussed at the Board

Date:
Decision made:

Next steps

[Empty text box for Next steps]

Anticipated project completion date: _____
(If contract, indicate date of expiry): _____

**Pages 691 to / à 720
are withheld pursuant to section
sont retenues en vertu de l'article**

68.1

**of the Access to Information Act
de la Loi de l'accès à l'information**

Audit Committee
May 2, 2007 - Ottawa

s.68.1

Subject matter

Background

Information on the matter

For decision

For information

Prepared by

Name:	Michel Tremblay / Bill Atkinson
Date:	May 2, 2007

Management recommendation

Last discussed at the Board

Date:
Decision made:

Next steps

**Pages 722 to / à 733
are withheld pursuant to section
sont retenues en vertu de l'article**

68.1

**of the Access to Information Act
de la Loi de l'accès à l'information**

Audit Committee

May 2, 2007

Subject matter

Ratification of the Acting Chairman and President and CEO's Travel and Hospitality expenses (January 1 to March 31)

Background

At the June 2004 meeting, the Board decided to comply with the Treasury Board's request to post the travel and hospitality expenses of the Chairman of the Board and the President and CEO on CBC/Radio-Canada's website on a quarterly basis.

Information on the matter

The attached information for the fourth quarter of the year 2006-2007 (January 1 to March 31, 2007) is attached for ratification. For information purposes only, we have also provided you with comparative numbers for the same period in 2005-2006, where applicable.

Only the expenses incurred in 2006-2007 will be posted on CBC/Radio-Canada's website.

For decision**For information****Prepared by**

Name: Johanne Charbonneau
date: April 16, 2007

Management recommendation

We recommend that the Acting Chairman and President and CEO's expenses for the fourth quarter (January 1 to March 31, 2007) be ratified by the Audit Committee.

Last discussed at the Board

Date: March 8th, 2007
Decision made: The Chairman of the Board's and the President and CEO's expenses were ratified as presented for the 3rd quarter of 2006-2007.

Next steps

Ratify the expenses for the 1st quarter of 2007-2008 (April 1st to June 30th) expenses at the September 2007 meeting **before** posting on the website.

SUMMARY OF EXPENSES
REPORTED FOR THE PERIOD JANUARY 1 - MARCH 31, 2007
FOR ROBERT RABINOVITCH, PRESIDENT AND CEO
(in dollars \$)

	<u>2006 - 2007</u>	<u>2005 - 2006</u>
Transportation and travel	6,333	11,942
Accommodation	682	3,779
Meals	661	1,233
Other		
Duty entertainment and receptions	<u>1,938</u>	<u>3,226</u>
Total expenses	\$9,614	\$20,180

2006 - 2007

These expenses include cost for travel to CBC/Radio-Canada facilities in Ottawa, Montreal, Toronto, to appear twice before the Heritage Committee in Ottawa, and to Chair a Board of Directors meeting in Toronto.

2005 - 2006

These expenses include a trip at the Torino Winter Olympics, a business trip to Paris and a Board Meeting in Toronto. It also includes costs for travel to CBC/Radio-Canada facilities in Toronto, Montreal and Ottawa.

Audit Committee
 May 2, 2007

s.20(1)(b)

s.18(a)
 s.18(b)

Subject Matter

Authorisation to initiate discussions to finalize a 5-year Agreement with Corporate Express inc., the preferred supplier recommended for the purchase of office supplies, toner cartridges and paper. Estimated annual expenses : \$ for a total value over 5 years of \$

Background

The actual Standing Offer with Buroplus has expired and a Request for Standing Offers (RFSO) was publicly issued on Merx on October 31, 2006 and closed on November 21, 2006.

Four (4) suppliers responded to the RFSO :

-
- **Corporate Express**
-
-

Following a thorough evaluation of the received Offers according to evaluation criteria set out in the RFSO, the Evaluation committee recommends that a five-year Standing Offer (hereafter the "Agreement") be put in place with Corporate Express inc.

Criteria	%	<u>Corporate</u>
Quality of Offer and compliance to specifications	10%	77.5%
Financial value / cost of Offer	40%	77.8%
Quality and compliance with related Website specifications	30%	81.3%
Supplier's experience in similar mandates	10%	73.8%
Delivery delays in regions	10%	90.0%
TOTAL	100%	79,6 %

s.20(1)(b) **Objective and Rationale**

The Agreement would allow the increase of potential economies by :

- Benefiting from better preferred prices
- Improving delivery delays across Canada and hence increase the usage of the Agreement,
- Improving the Web interface from a users point of view and hence increase the usage of the Agreement,
- Lowering administrative costs by integrating purchases of toner cartridges and paper.

Type of Contract

The Agreement is a 5-year term Standing Offer with a preferred supplier that will allow for better preferred pricing. No minimal annual spend is specified in the Agreement.

Overview of Parties

Recommended Supplier: Corporate Express, Inc. is a wholly owned subsidiary of Buhrmann, NV, an international business services and distribution group. Buhrmann NV generated approximately \$6.9 billion in sales for 2004, and is the world's major supplier of office products and graphic systems for the business market. Corporate Express employs over 1000 employees and offers nine (9) distribution centers across Canada,. Amongst its major clients, there are PWGSC Public Works and Government Services Canada, National Bank of Canada and Bombardier Inc.

Financial Terms

In comparison with the actual supplier this represents \$ in annual savings or \$ for the initial term of 5 years of the resulting Standing Offer.

The offered signature bonus of \$ compensates for the change management costs \$ for electronic invoicing APEC) and costs required for training and information purposes.

Start Date and Term

From June 1st, 2007 until May 31, 2012.

Special Clauses

N/A

Authorized Signatories

VP and Chief Financial Officer : Johanne Charbonneau
Senior Director Supply Management : Claude Laroche

Remark/Risk evaluation/Critical issues

none

CBC Policies applicable to this transaction

2.3.6 Procurement
2.3.8 Delegation of Financial Authority
2.9.3 Delegation of Signing Authority

For decision prior to negotiation



For decision after negotiation



Prepared by

Name: Jeanne Buithieu, Strategic Sourcing Manager
Jacques Lambert, Strategic Sourcing Manager
Date: April 17, 2007

Management recommendation

Claude Laroche, Senior Director Supply Management, recommends that the Audit Committee approve the selection of Corporate Express Inc. as the new preferred supplier for office supplies and authorize management to proceed with the next steps to elaborate and sign a Standing Offer with said Supplier.

Last discussed at the Board

Date:
Decision made:

Next steps

Signing and Execution of the Standng Offer

Audit Committee

May 2, 2007

Subject Matter

Ratification of Deloitte & Touche Contract for Internal Audit Services related to Vision Project

Background

A first contract with Deloitte & Touche (D&T) to conduct internal audit work on the Vision project was entered into on December 2, 2003. Due to the extension of the timeline to deliver the project and a need for more detailed audit services, a second contract was approved at the May 4, 2005 Audit Committee meeting. Further extension of this contract were approved at the January 20, 2006 and September 28, 2006 Audit Committee meetings to coincide with the then proposed go-live date of the system.

The go-live dates are now scheduled as follows: FTN on or about May 2007, ETN on or about June 2007 while the project closure is scheduled to occur by the end of September 2007.

Objective and Rationale

This contract will ensure that Internal Audit continues to accompany the Vision project team and CBC/Radio-Canada management to the end of the project, providing assurance to management and the Audit Committee as to the development and implementation of the Vision project.

s.20(1)(b)

Type of Contract

This is an internal audit services contract with a well-known accounting firm in their capacity as internal auditors.

Overview of Parties

Deloitte & Touche is a large national accounting and consulting firm. In 1999, CBC/Radio-Canada outsourced its internal audit function to Arthur Andersen. When AA was merged with D&T in Canada, the contract was assigned to D&T.

Financial Terms

The contract has an estimated value of \$250,000. accordingly to work performed on the project.

Start Date and Term

April 1 to September 10, 2007.

Special Clauses

N/A

Authorized Signatories

President & CEO and VP & CFO

Remark/Risk evaluation/Critical issues

So far, internal audit costs for Vision amount to \$ 3.9 million. This extension will bring the total contract value to almost \$ 4.2 million. The project is in the critical final stages and the risk of not having internal audit's counsel and assurance at this stage is significant.

CBC Policies applicable to this transaction

2.3.6	Procurement
2.3.8	Delegation of Financial Authorities
2.9.3	Delegation of Signing Authority

For decision prior to negotiation For ratification after negotiation

Prepared by

Name: Johanne Charbonneau
Date: April 16, 2007

Management recommendation

It is recommended that the Audit Committee ratify the extension of the current agreement as per the attached contract.

Last discussed at the Board

Date: September 28, 2006
Decision made: The Audit Committee approved a contract extension.

Next steps

Execute the contract.

Deloitte & Touche LLP
1 Place Ville Marie
Suite 3000
Montreal QC H3B 4T9
Canada

Tel: (514) 393-7820
Fax: (514) 390-4115
www.deloitte.ca

April 1st, 2007

Ms. Johanne Charbonneau
Chief Financial Officer
Canadian Broadcasting Corporation
250 Lanark Avenue 181 Queen St.
Ottawa, ON ~~K1Z 6R5~~ K1P 1K9

Re: Addendum to December 2nd, 2003 Project Vision Engagement Letter and Addendum to the Internal Audit Services agreement dated January 22, 2007.

Dear Ms. Charbonneau:

This addendum relates to the deferral of the Project Vision go-live date and its phased approach. It is in response to the Canadian Broadcasting Corporation's (CBC) need to simultaneously extend the Internal Audit function to independently and proactively continue assessing the project risks until go-live. This extension will be effective April 1st, 2007 once the current budget is utilized.

The addendum is being presented using the most likely current scenario being considered by Project Vision: FTN will go live on or about April 2007; ETN will go live on or about June 2007; and project closure will occur on or before September 2007.

We understand that there is an implicit assumption being made by Management in the above scenario that the software quality delivered will meet the specified thresholds, and that all necessary go-live activities will be completed on time. The quality and acceptance of the software applications, completion of necessary go-live activities and final decision on whether or not to go live remains the sole responsibility of the corporation.

As a result of the extension to the project timelines, the scope and length of the review of Project Vision has increased from what was reflected in our last addendum dated September 29, 2006.

This extension requires Internal Audit to continue providing independent, proactive periodic observations and recommendations to accurately inform project stakeholders of the status of project management, testing and system implementation risks, and the required measures that should be in place to manage those risks. This ongoing role is crucial, given the high level of project risk, the importance and impact of

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Canadian Broadcasting Corporation

April 1st, 2007

Page 2

the project to the organization, and the need to continue to maintain awareness of project progress throughout the project life cycle. The resulting independent periodic reports will be distributed to CBC's Senior Management and Audit Committee.

The scope, nature and timing of this involvement will continue to be organized by nature of audit activity. The following activities require extension given the deferral of the go-live date:

1. Review of project management risks and controls and reporting
2. Review of software testing processes, system implementation activities, and "go-live" readiness process risks and controls

s.18(b)

s.20(1)(b)

Fees and other services

The table below summarizes our estimated effort, and corresponding fee estimates, based on the project scenario that was described above. Our estimated effort and the timing of our activities will continue to be closely coordinated and dependent upon the progress of the project. Should events occur that will have a significant impact on the scope or nature of our services, we will immediately discuss these with you. On the basis of the current project plan, the estimated effort by Internal Audit area is indicated in the table below.

Estimated Incremental Effort due to Go-live extension

	Estimated Effort (days)	Total Estimated Effort
1. Project Management Risks and Reporting		
2. Software Testing, System Implementation, and "Go-live" Readiness Risks (*)		
Total Estimated Incremental Effort (1)		

(*) These areas continue to be considered as a single review and reporting area. This amount represents net new effort from it includes consideration of increased activities based on go-live and reporting.

These fees continue to be significantly discounted from our standard billing rates and reflect the value we place on our ongoing relationship with the CBC. Fees for services in connection with this engagement will continue to be billed monthly, based on actual time incurred and are due upon receipt. In addition, out-of-pocket expenses and applicable taxes will be included in each bill.

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Canadian Broadcasting Corporation

April 1st, 2007

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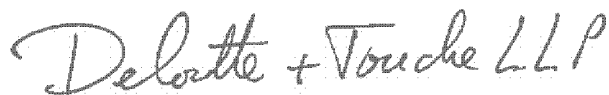
During the term of this engagement, CBC may request that Deloitte perform additional services that are not covered by the scope of this engagement letter. Deloitte may perform such additional services upon receipt of a separate signed engagement letter.

The services delivered under this engagement letter during CBC's fiscal year and 2007-2008 will be governed under the terms and conditions agreed to as part of the Internal Audit Services agreement dated January 22, 2007. This letter constitutes the entire agreement between CBC and Deloitte with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of CBC and Deloitte. CBC management is, and will continue to be, solely responsible for the successful implementation of the Vision Project, including project and implementation decisions and identifying, establishing and maintaining effective risk management strategies and internal controls, and deciding whether or not to go-live. Our review does not provide assurance that the system being implemented will go live on the scheduled go-live date, nor that it will do so with functionality that will be free of software defects. We will however, certainly leverage all of IT project know-how and experience, as part of our internal audit review and recommendation processes, as a means to add value and enhance your chances of project success.

We believe this letter accurately summarizes the significant items of our engagement. If you agree with the terms of our engagement as described, please sign a copy of this letter in the space provided below and return a copy of the engagement letter to us. A duplicate of this engagement letter is provided for your records.

Ms. Charbonneau, we look forward to continue working with your Project Vision team. Once again, thank you for the opportunity to be of assistance and we look forward to continue meeting your expectations on this very important assignment for CBC. If you are in agreement with the terms outlined above, please sign and return a signed copy of this letter to us. If you have any questions please do not hesitate to contact us at (514) 393-7820.

Yours truly,



Deloitte & Touche LLP

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Canadian Broadcasting Corporation
April 1st, 2007
Page 4

The services and terms set forth in this contract are agreed to.

Canadian Broadcasting Corporation

By: _____

Title: _____

Date: _____

**Pages 745 to / à 746
are withheld pursuant to section
sont retenues en vertu de l'article**

20(1)(b)

**of the Access to Information Act
de la Loi de l'accès à l'information**

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CBC/Radio-Canada

**Vision Project –
Internal Audit Review**

**May 2, 2007
(Cut-off date: April 24, 2007)**

Audit. Tax. Consulting. Financial Advisory.

000747

**Pages 748 to / à 765
are withheld pursuant to sections
sont retenues en vertu des articles**

18(a), 20(1)(b)

**of the Access to Information Act
de la Loi de l'accès à l'information**

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Firm Name/Legal Entity and Legal Copy

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000766

**105th MEETING OF THE AUDIT COMMITTEE
CANADIAN BROADCASTING CORPORATION
Ottawa, Ontario – September 12, 2007**

Wednesday, September 12, 2007

Also in attendance, Daniel Paquette and Pascale Legault from the Auditor General's Office.

ITEM	START TIME	REPORT BY	MOTION REQUIRED	DOCUMENT
1. Approval of the minutes of June 19, 2007 meeting and the July 6, 2007 Conference call meeting	10:00	Hélène Fortin	YES	YES
2. Matters arising from previous meetings <ul style="list-style-type: none"> • Revisions to Corporate Policies: <ul style="list-style-type: none"> • 2.3.23: Travel Management • 2.3.9: Duty Entertainment, Receptions and Staff Functions • Policies: Revision Schedule 		Johanne Charbonneau	YES	YES YES
3. Update on Vision Project		Meg Angevine Ray Carnovale		YES
4. Internal Audit Report on Vision		Michel Maisonneuve		YES
5. Risk Management		Ray Carnovale	s.18(b)	YES
LUNCH	12:45			
6. Quarterly Internal Audit Report (April 1 to June 30, 2007)		Michel Maisonneuve		YES
7. SAP Talent Management Project		George Smith	YES	YES
8. Quarterly Financial Management Report for the first quarter ended June 30, 2007		Johanne Charbonneau		YES
9. Update on Internal Controls Project		Johanne Charbonneau		YES
10. Ratification of the Chair's and the President and CEO's Travel and Hospitality Expenses (April 1 to June 30, 2007)		Johanne Charbonneau	YES	YES
11. Approval of Media Buying Agreement French Networks		Sylvain Lafrance	YES	YES
12. Review the Committee's Terms of Reference		Meg Angevine	YES	YES
13. In-camera with OAG				
14. In-camera with Internal Auditor				
15. In-camera <ul style="list-style-type: none"> • Ratification of Deloitte & Touche Contract for Internal Audit work on Vision 		Johanne Charbonneau	YES	YES

**105th MEETING OF THE AUDIT COMMITTEE
CANADIAN BROADCASTING CORPORATION
Ottawa, Ontario – September 12, 2007**

Conclude	16:00			
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UPDATES/ INFORMATION

- Contracts over \$5 million for the period April 1 to June 30, 2007 – Johanne Charbonneau
- Certificate of payment of taxes and hiring practices – Johanne Charbonneau
- 2006-2007 Aboriginal Spend – Johanne Charbonneau

Board of Directors

September 12, 2007

Subject matter

Contracts over \$5 million for the period April 1st, 2007 and June 30, 2007.

Background

Following changes in signing authority level, some contracts no longer require Board approval. However, all contracts over \$5 million, regardless of whether they require approval or not, will now be reported to the Audit Committee.

Information on the matter

See attached

For decision

For information

Prepared by

Name: Johanne Charbonneau
date: August 26, 2007

Management recommendation

N/A

Last discussed at the Board

Date: May 2, 2007
Decision made: Contracts over \$5 million for the period January 1, 2007 to March 31, 2007 were presented for information.

Next steps

N/A

CBC/Radio-Canada
 2007-2008 - Contracts over \$5 million
 Contracts approved between April 1, 2007 and June 30, 2007

				<u>Approved by Audit Committee</u>
<u>Programming and service:</u>				
Contractor	Program Title / Service	s.68.1	Amount	Y/N
				N
<u>Real Estate:</u>				
Contractor	Description	s.20(1)(b)	Amount	
Profac	Facilities and property management services - french networks			Y
<u>Other:</u>				
Contractor	Description	s.68.1	Amount	
				Y
<u>Revenue generation:</u>				
Contractor	Description		Amount	
	no contracts over \$5 million			

Board of Directors
(September 12, 2007)

Subject matter

Certificate of payments of taxes and hiring practices

Background

The purpose of this document is to provide an overview of controls in place with respect to payroll withholdings and hiring.

The document is twofold. First, for regular payroll withholdings, you will find attached a certificate from the Vice-President and CFO and the Senior Vice-President, Human Resources & Organization attesting to the controls currently in place for payroll in the first quarter of 2007/2008.

Secondly, attached is an example of notes sent by each of the Corporation's Media Vice-Presidents and Head of support areas confirming that appropriate controls have been exercised regarding hiring in their area in the first quarter of 2007/2008.

Information on the matter

Quarterly overview of controls which are in place with respect to payroll.

For information

Prepared by

Name: Johanne Charbonneau

Date: August 29, 2007

Management recommendation

N/A

Last discussed at the Board

Date: May 2, 2007

Decision made: N/A

Next steps

N/A

Date ► July 2, 2007
From / De ► Vice-President and Chief Financial Officer
Subject / Objet ► **Payroll Withholdings**


R. Rabinovitch
President and CEO

The following representations are made in connection with procedural controls relating to payroll withholdings.

Controls are in place to provide reasonable assurance that employer and employee payments and deductions related to salary, wages and remuneration to employees, such as income taxes, EI and CPP payments, are made as they fall due. As part of their ongoing audit activities, the auditors review these controls on a cyclical basis to obtain reasonable assurance they are adequate and functioning properly. Canada Revenue Agency auditors also review the income tax deductions when they audit this area.

The Corporation has a history of withholding the appropriate amount and making payments on a timely basis and there have been no material irregularities in this regard.

I confirm that, to the best of my knowledge and belief, payroll withholding procedures were applied effectively during the first quarter of 2007/08 for Local/Performers Payroll and that related payments were made when due.



Johanne Charbonneau



July 2, 2007

Senior Vice-President, Human Resources & Organization

Payroll Withholdings

R. Rabinovitch
President and CEO

The following representations are made in connection with procedural controls relating to payroll withholdings.

Controls are in place to provide reasonable assurance that employer and employee payments and deductions related to salary, wages and remuneration to employees, such as income taxes, EI and CPP payments, are made as they fall due. As part of their ongoing audit activities, the auditors review these controls on a cyclical basis to obtain reasonable assurance they are adequate and functioning properly. Canada Revenue Agency auditors also review the income tax deductions when they audit this area.

The Corporation has a history of withholding the appropriate amount and making payments on a timely basis and there have been no material irregularities in this regard.

I confirm that, to the best of my knowledge and belief, payroll withholding procedures were applied effectively during the first quarter of 2007/08 for Corporate Payroll and that related payments were made when due.

A handwritten signature in black ink, appearing to read "George C.B. Smith", written over a faint, illegible stamp or watermark.

George C.B. Smith



July 2, 2007

Vice-President and Chief Technology Officer

Hiring

J. Charbonneau
Vice-President and
Chief Financial Officer

The following representations are made in connection with procedural controls relating to hiring, excluding the media areas for which separate certifications have been made.

Controls are in place to ensure that when Technology has need of services, the resulting hiring is evaluated in line with established criteria and tax policy to determine the appropriate status of the hiree - be that employee contractee, company, or any other form that may be valid.

From time to time, Canada Revenue Agency may include this area in their review when they conduct their audits.

I confirm that, to the best of my knowledge and belief, no significant irregularities have resulted from hirings in the first quarter of 2007/08.


Raymond J. Carnovale

Date: Aug 29, 2007

July 2, 2007

Ombudsman

Hiring

J. Charbonneau
Vice-President and
Chief Financial Officer

The following representations are made in connection with procedural controls relating to hiring, excluding the media areas for which separate certifications have been made.

Controls are in place to ensure that when my office has need of services, the resulting hiring is evaluated in line with established criteria and tax policy to determine the appropriate status of the hiree - be that employee contractee, company, or any other form that may be valid.

From time to time, Canada Revenue Agency may include this area in their review when they conduct their audits.

I confirm that, to the best of my knowledge and belief, no significant irregularities have resulted from hirings in the first quarter of 2007/08.



Vince Carlin

Board of Directors

September 12, 2007

Subject matter**2006/2007 Aboriginal Spend****Background**

On November 29, 2005, the members of the Audit Committee approved Guidelines for Social and Economic Development Objectives through Procurement. It was agreed that CBC / Radio-Canada would produce an annual report on occurrences of contracts awarded to Aboriginal businesses, those businesses being registered in the Aboriginal Business Directory maintained by Industry Canada.

Information on the matter

A report on the occurrences of purchases from Aboriginal Businesses from 1999/2000 to 2006/2007 is attached.

For decision**For information****Prepared by**

Name: Johanne Charbonneau

Date: August 27, 2007

Management recommendation

N.A.

Last discussed at the Board

Date: June 15, 2006

Decision made: To prepare and present an annual report on procurement from aboriginal businesses on a yearly basis.

Next steps

The 2007-2008 report will be presented to the Audit Committee at the June 2008 meeting.

Total Purchases from Aboriginal Businesses

	1999 / 2000	2000 / 2001	2001 / 2002	2002 / 2003	2003 / 2004	2004 / 2005	2005 / 2006	***2006 / 2007	TOTAL
Alberta									
British Columbia									
Manitoba									
New Brunswick									
Newfoundland									
Nova Scotia									
Territories									
Nunavut									
Ontario									
Quebec									
Saskatchewan									
Yukon									
TOTAL									

Total Number of Aboriginal Businesses

	1999 / 2000	2000 / 2001	2001 / 2002	2002 / 2003	2003 / 2004	2004 / 2005	2005 / 2006	***2006 / 2007	TOTAL
Alberta	4	3	5	3	5	3	4	2	29
British Columbia	3	2	6	3	2	3	1	8	28
Manitoba	1	3	2	5	4	3	2	0	20
New Brunswick	1	1	1	2	1	1	2	1	10
Newfoundland	2	1	2	3	2	2	2	2	16
Nova Scotia	1	0	0	0	0	0	0	1	2
Territories	10	7	8	8	9	7	5	5	59
Nunavut	0	1	1	2	3	3	1	1	12
Ontario	6	9	3	7	5	7	5	4	46
Quebec	2	3	2	5	4	5	4	4	29
Saskatchewan	6	5	5	1	3	4	5	4	33
Yukon	1	0	0	1	0	0	0	0	2
TOTAL	37	35	35	40	38	38	31	32	286

The above includes invoices processed manually through NPC Shared Services and does not include any payments made through CBC Petty Cash, Procurement Cards or APEC with the exception of fiscal ** 2006/2007 which does explicitly include payments made through APEC (airline & fleet costs via AMEX card and ARI

The designation of an aboriginal vendor was taken from the Industry Canada database (<http://strategis.ic.gc.ca>).

Suppliers self-identify themselves as Aboriginal Business on the Industry Canada website (database)

The allocation by fiscal year is based on when the payments occurred not the fiscal year the invoice was expensed.

The total number of aboriginal businesses takes into account any recurring suppliers

**CONFERENCE CALL MEETING OF THE
AUDIT COMMITTEE OF THE
CANADIAN BROADCASTING CORPORATION
July 6, 2007**

PRESENT:

Ms. Hélène Fortin Chair
Ms. Johanne Brunet
Mr. Edna Turpin
Mr. Bernd Christmas

REGRETS:

Mr. K (Rai) Sahi

ALSO ATTENDING:

Ms. Johanne Charbonneau, Vice-President and CFO
Mr. Michel Tremblay, Vice-President Strategy and Business Development
Mr. Eric Albert, Executive Director, Galaxie
Ms. Meg Angevine, Compliance Officer and Assistant Corporate Secretary

**CONFERENCE CALL MEETING OF THE
AUDIT COMMITTEE OF THE
CANADIAN BROADCASTING CORPORATION
July 6, 2007**

The Chair called the meeting to order at 10:30 a.m.

WAIVER OF NOTICE

The Chair thanked everyone for agreeing to participate on such short notice and all those present agreed to waive proper notice of the meeting in accordance with the by-laws of the Corporation.

On motion duly moved and seconded

IT IS RESOLVED THAT the members of the Audit Committee present hereby waive proper notice of the meeting in accordance with the by-laws of the Corporation.

MOTION CARRIED

GALAXIE CONTRACT RENEWAL WITH BELL EXPRESSVU

s.21(1)(b)

Michel Tremblay referred to the material distributed via e-mail to Committee members setting out the background and terms of the proposed contract renewal.

On motion duly moved and seconded

IT IS RESOLVED THAT the Audit Committee hereby approves the five year (2007-2012) extension of the agreement between CBC/Radio-Canada and Bell ExpressVu Inc. for the supply of Galaxie Digital Pay Audio service pursuant to the terms of the supplementary resolution attached hereto as Appendix A.

MOTION CARRIED

CONCLUDE

Having no further business to discuss, the meeting concluded at 10:50 a.m.

SUPPLEMENTARY RESOLUTION
CBC/RADIO-CANADA (GALAXIE) CONTRACT WITH BELL EXPRESSVU INC.

WHEREAS:

s.18(a)

s.18(b)

- (i) The current agreement between CBC/Radio-Canada and Bell ExpressVu Inc. for the supply of Galaxie Digital Pay Audio service expires on April 1, 2008;
- (ii) It is in CBC/Radio-Canada's best interests to secure a renewal of the contract for a significant term beyond 2008;
- (iii) A renewal contract has been negotiated between the parties on the following terms, namely, for a term of five years commencing May 1, 2007 and ending April 30, 2012, at a rate of _____ per subscriber per month;

IT IS RESOLVED THAT the Corporation be and it is hereby authorized to enter into, to execute, whether under the corporate seal of the Corporation or otherwise, and to deliver an agreement for the supply of Galaxie Digital Pay Audio service to Bell ExpressVu Inc. (the "Agreement") effective from May 1, 2007 to April 30, 2012 (the "Term") for consideration of _____ per subscriber per month; and pursuant to all other terms and conditions as determined by the Vice President and Chief Financial Officer and the Vice-President, Strategy and Business Development, (hereafter the "Officers") and,

AND IT IS FURTHER RESOLVED THAT the Officers or their respective delegates, be and they are hereby authorized and directed, for and on behalf of the Corporation, to execute, whether under the corporate seal of the Corporation or otherwise, and to deliver the Agreement and all such documents, instruments and agreements and to do all such acts and things as such Officers or delegates may in their absolute discretion determine to be necessary or desirable to carry out the foregoing resolutions inclusive of this resolution, including without limitation all documents and actions necessary in connection with or in implementation of the transactions contemplated in the Agreement with such changes thereto as the Officers shall determine and otherwise in form and substance acceptable to such Officers of the Corporation, the execution and delivery of any such Agreement in accordance with the provisions of this paragraph being conclusive evidence of such determination and acceptance.

DRAFT

**104th MEETING OF THE AUDIT COMMITTEE
CANADIAN BROADCASTING CORPORATION
ST. JOHN'S, NEWFOUNDLAND AND LABRADOR
June 19, 2007**

PRESENT:

Ms. Hélène Fortin Chair
Ms. Johanne Brunet
Mr. Bernd Christmas (via telephone)
Ms. Edna Turpin (for part of the meeting)

REGRETS:

Mr. K (Rai) Sahi

ALSO ATTENDING:

Mr. Timothy Casgrain, Chair of the Board
Mr. Robert Rabinovitch, President and CEO
Ms. Johanne Charbonneau, Vice-President and CFO
Mr. Ray Carnovale, Vice-President and Chief Technology Officer
Mr. Mark Watters, Office of the Auditor General
Ms. Pascale Legault, Office of the Auditor General
Ms. Danielle Bouchard, Office of the Auditor General
Mr. Neil Brown, Deloitte & Touche (Internal Audit)
Mr. Michel Maisonneuve, Deloitte & Touche (Internal Audit)
Mr. Gabriel Rodriguez, Deloitte & Touche (Internal Audit)
Ms. Meg Angevine, Compliance Officer and Assistant Corporate Secretary

Other participants as identified in the Minutes.

**104th MEETING OF THE AUDIT COMMITTEE
CANADIAN BROADCASTING CORPORATION
ST. JOHN'S, NEWFOUNDLAND AND LABRADOR
June 19, 2007**

The Chair called the meeting to order at 9:00 a.m. Ms. Fortin welcomed the Chair of the Board and the President and CEO to the meeting. Ms. Fortin also introduced Mark Watters, the new Assistant Auditor General responsible for CBC/Radio-Canada audits and welcomed him to the meeting..

APPROVAL OF THE MINUTES

On a motion duly moved and seconded

IT IS RESOLVED THAT the minutes of the Audit Committee meeting held on May 2, 2007 be and are hereby approved.

MOTION CARRIED

MATTERS ARISING FROM PREVIOUS MEETINGS

Policy 2.3.23: Travel Management

A copy of the current policy was circulated to the Committee in advance and Ms. Charbonneau invited comments from Committee members over the summer. Management will bring its proposal for revisions (if any) to the Policy to the Committee in September. The Duty Entertainment Policy will be reviewed at the same time.

Significant Policies

Further to the discussion at the May Audit Committee meeting regarding a process for review of corporate policies, the Committee endorsed management's recommendation as submitted. In essence, the process will ensure that each policy is reviewed on a five-year cycle, with regular reporting to the Board on the reviews completed.

Management will provide to the Committee in September a proposed schedule for the review of those policies that have not been reviewed in some time. Management will also confirm which Board Committee has subject matter responsibility for each Significant Policy.

November 2007 Meeting Date

The Committee confirmed its November 2007 meeting date as November 16, 2007.

2006-2007 QUARTERLY FINANCIAL MANAGEMENT REPORT – 4TH QUARTER

Ms. Charbonneau delivered a briefer than usual report in view of her comprehensive report to follow on the year-end financial statements.

Ms. Charbonneau noted that the Corporation ended the year with a budgetary which is within the 5% carry forward limit prescribed by Treasury Board. She then reviewed the overall results by division, noting any significant variances from projections.

s.18(a)
s.21(1)(b)

Lastly, Ms. Charbonneau reported on the capital budget results at year-end.

FINANCIAL STATEMENTS

Johanne Charbonneau presented a detailed report to the Committee on the audited financial statements for the 2006-2007 year. Copies of the statements and accompanying notes were distributed to the Committee in advance and were also included in the Board material sent to all Directors. Ms. Charbonneau reviewed each section of the statements – Management Statement of Representation, Balance Sheet, Statement of Operations and Retained Earnings (Deficit), Statement of Cash Flow, and Notes to the Financial Statements. She highlighted the changes from prior years, including:

- s.18(a) (i) A change in investment practices for short term investments to improve yield
- s.21(1)(b) (ii) Under accounting rules, property held for sale must be presented separately
- (iii) A change in the amortization schedule for certain technical assets – net effect is to reduce annual expenses as the amortization period is longer
- (iv) An equity deficit (in retained earnings) resulting from net loss for the year of \$69M, leaving a retained earnings deficit of \$30M
- (v) Note 16 on contingencies has been considerably expanded to explain various grievances and the pension class action

Ms. Charbonneau also commented on the Management Discussion and Analysis section of the Annual Report, noting that it has been expanded this year. It now includes a full section on performance indicators, reviewing performance at both the corporate and the media levels. The additional disclosure reflects GAAP standards and is also responsive to comments made by the OAG on expectations for annual report content.

EXTERNAL AUDIT REPORT

Marc Watters of the OAG confirmed that the OAG will provide an unqualified opinion on the 2006-2007 consolidated financial statements. He added that the audit went very well, with excellent co-operation from CBC.

The Audit Committee was provided with a detailed written report from the OAG in advance of the meeting on all aspects of the audit. Pascale Legault reviewed the specifics of the report in her presentation to the Audit Committee, covering the audit objectives, significant audit areas and the related audit results, other risk areas, auditor independence and other related matters. Ms. Legault advised the Committee that a management letter would be issued to outline any comments and issues arising from the 2006-2007 audit.

At the conclusion of Ms. Legault's remarks, the Committee met in camera with the OAG and Internal Audit.

APPROVAL OF FINANCIAL STATEMENTS

The Audit Committee recommends approval of the 2006-2007 consolidated financial statements and Management Discussion and Analysis as presented.

On a motion duly moved and seconded

IT IS RESOLVED THAT the Audit Committee recommends approval by the Board of Directors of the Consolidated Financial Statements of the Corporation, comprising the Consolidated Statement of Operations and Retained Earnings, the Consolidated Balance Sheet, the Consolidated Statement of Cash Flow and the notes to the consolidated financial statements as presented by management for the year ended March 31st 2007.

IT IS RESOLVED THAT the Audit Committee recommends approval by the Board of Directors of the Management Discussion and Analysis section of the Annual Report as presented for the year ended March 31st 2007.

MOTION CARRIED

Mark Watters withdrew from the meeting.

RISK MANAGEMENT

Access to Information

Pierre Nollet, Vice-President, General Counsel and Corporate Secretary, joined the meeting.

s.18(b)

s.21(1)(b)

The Chair thanked Mr. Nollet for his presentation.

Mr. Nollet withdrew from the meeting.

APPROVAL OF THE CONSOLIDATED PENSION PLAN TEXT

George Smith, Senior Vice-President, Human Resources and Organization joined the meeting.

Mr. Smith referenced the revised text of the CBC/Radio-Canada Pension Plan incorporating all amendments and housekeeping corrections since the last comprehensive revision in 1993. A copy of the complete document was circulated to the Committee in advance of the meeting. Mr. Smith summarised the changes contained in the document and assured the Committee that none of the proposed changes in any way alters either the rights of plan beneficiaries or the obligations of the plan sponsor. The Committee recommended approval of the restated consolidated pension plan text by the Board.

On a motion duly moved and seconded

IT IS RESOLVED THAT the Audit Committee hereby recommends that the Board of Directors approve the restated consolidated version of the CBC Pension Plan as Schedule “B” of the By-laws of the Canadian Broadcasting Corporation, entitled CBC Pension Plan, as presented.

MOTION CARRIED

Ms. Turpin and Mr. Smith withdrew from the meeting.

Richard Stursberg, Executive Vice-President, English Television, Sylvain Lafrance, Executive Vice-President, French Services, Mr. Ray Carnovale, Vice-President and Chief Technology Officer, Michel St-Cyr, President, Real Estate Division, and Peter St. Onge, General Manager, Technical Production, Radio-Canada, joined the meeting.

VISION PROJECT

High Level Summary of Key Events Prepared by Deloitte & Touche LLP

In May, the Audit Committee asked Internal Audit to provide a report on the Vision Project covering the following items:

- (i) the background and history of the project;
- (ii) a historical timeline encompassing the schedule, scope and costs of the project;
- (iii) a review of the software architecture considerations;
- (iv) the lessons learned; and
- (v) future considerations.

A comprehensive report addressing all these topics was prepared and distributed to the Committee in advance of the meeting. Michel Maisonneuve reviewed the report in detail at the meeting, highlighting, in particular, the key decision points in the project and the analysis undertaken at each stage to support the conclusions reached.

s.18(b)

s.21(1)(b)

Mr. Casgrain and Mr. Rabinovitch withdrew from the meeting part way through Mr. Maisonneuve's presentation.

Update on the Vision Project

Ray Carnovale provided a detailed update on the project, summarizing progress to June 18, 2007. He reported on a number of matters including:

- (i) the FTN Go-Live:
The target date at the May Audit Committee was June 18. This was revised to July 9 and has since been further revised to August 20.

s.18(b) (ii)

s.21(1)(b)

s.18(b)

(iii)

s.21(1)(b)

Mr. Stursberg, Mr. Carnovale, Mr. St. Onge and Mr. Rodriguez withdrew from the meeting.

s.68.1

MOTION CARRIED

Mr. Lafrance withdrew from the meeting.

APPROVAL OF LEASE RENEWAL FOR LONDON (ENGLAND) OFFICE

Written material outlining the particulars of the proposed contract was circulated to the Committee in advance of the meeting.

Mr. St-Cyr provided an overview of the current lease arrangements for the Corporation's premises located in London, England and presented the details of the negotiated renewal, noting that the terms are very favourable to CBC/Radio-Canada. Mr. St-Cyr noted that the cost of a move to new premises would be higher than that of the proposed renewal. The new ten-year term ends February 2018 and the rate is fixed for the first five years. After discussion, the Committee approved the lease renewal.

On a motion duly moved and seconded

IT IS RESOLVED THAT the Audit Committee hereby approves the lease renewal with Shanpark Limited, St Alphage House, 2 Fore Street, London EC2Y 5EH, for the two (2) Premises located on the first (1st) and second (2nd) floors of the office Building located at 43-51 Great Titchfield St. London W1 pursuant to the terms and conditions found in the Supplementary Resolution attached to these minutes as Appendix B.

MOTION CARRIED

Mr. St-Cyr withdrew from the meeting.

2006-2007 QUARTERLY INTERNAL AUDIT REPORT – 4TH QUARTER

Michel Maisonneuve presented highlights of the Fourth Quarter Internal Audit Report to the Committee. A copy of the detailed report was circulated in advance of the meeting.

Mr. Maisonneuve reported that a total of seven projects were completed, with three audit reports and one management letter issued during the period. He reviewed the specifics of certain projects and responded to questions from the Committee about the actual process followed in the audit of the succession planning process.

Mr. Maisonneuve also stated that 31 follow-up audits were done with respect to outstanding notable observations from audit reports issued over the period March 2000 to December 2006. For each of these, Internal Audit is satisfied that management has either addressed the issues identified or is making acceptable progress in doing so.

The Chair thanked Mr. Maisonneuve for his report.

INTERNAL CONTROLS PROJECT UPDATE

Johanne Charbonneau provided a written progress report in relation to the three components of the project. Her report confirmed that: (i) testing of internal controls is almost complete for the processes related to purchase to pay and is underway for corporate payroll and personal services contracts; (ii) testing in three more areas is about to begin; and (iii) a plan for the IT controls segment of the project is being developed.

Lastly, Ms. Charbonneau noted that there continue to be delays related to the Vision component of the project.

RATIFICATION OF ACTING CHAIR AND PRESIDENT AND CEO'S TRAVEL AND HOSPITALITY EXPENSES

The Committee ratified the expenses as reported in the summary. At the request of the Committee Chair, Internal Audit conducted an audit of the expenses for the period and confirmed that appropriate policies and control processes were followed for the review of these expenses.

On a motion duly moved and seconded

IT IS RESOLVED THAT the Audit Committee hereby ratifies the Acting Chair's and the President and CEO's expenses for the period January 1 to March 31, 2007 as submitted.

MOTION CARRIED

IN CAMERA

The Committee met briefly in camera with Internal Audit. There were no matters to report.

CONCLUDE

Having no further business to discuss, the meeting concluded at 3:30 p.m.

Page 792

**is withheld pursuant to section
est retenue en vertu de l'article**

68.1

**of the Access to Information Act
de la Loi de l'accès à l'information**

APPENDIX B**SUPPLEMENTARY RESOLUTION OF THE AUDIT COMMITTEE
CONCERNING THE LONDON LEASE RENEWAL****WHEREAS:**

- CBC/Radio-Canada currently leases (the "**Lease**") approximately six thousand five hundred forty (6,540) square feet located on the first (1st) and second (2nd) floors (the "**Premises**") of the office building located at 43-51 Great Titchfield St. London W1, (the "**Building**").
- CBC/Radio Canada proposes to renew the Lease.
- This Lease renewal agreement will permit CBC/Radio-Canada to lease space at favorable terms and conditions.

IT IS RESOLVED THAT the Corporation be and it is hereby authorized to negotiate and enter into, to execute, whether under the corporate seal of the Corporation or otherwise, and to deliver an agreement of lease renewal for approximately six thousand five hundred forty (6,540) square feet located on the first (1st) and second (2nd) floors of the building, for a period of ten (10) years, with a rent review and a tenant's break option without penalty at the fifth (5th) year of the term, effective from March 1, 2008 to February 28, 2018 (the "**Term**") for consideration of _____ with contingency) per square foot for the first 5 years, an upward only rent review based on market from year 6 to 10, plus services charges capped at _____ per square feet plus RPI indexation and real estate taxes estimated at _____ per square foot, and pursuant to all other terms and conditions as determined by any two of either the President Real Estate Division, the Vice President and Chief Financial Officer and the Vice-President, General Counsel and Corporate Secretary, (hereafter the "**officers**") and,

IT IS FURTHER RESOLVED THAT any two officers or their respective delegates, be and they are hereby authorized and directed, for and on behalf of the Corporation, to execute, whether under the corporate seal of the Corporation or otherwise, and to deliver the Agreement and all such documents, instruments and agreements and to do all such acts and things as such officers or delegates may in their absolute discretion determine to be necessary or desirable to carry out the foregoing resolutions inclusive of this resolution, including without limitation all documents and actions necessary in connection with or in implementation of the transactions contemplated in the Agreement with such changes thereto as any two officers shall determine and otherwise in form and substance acceptable to such officers of the Corporation, the execution and delivery of any such Agreement in accordance with the provisions of this paragraph being conclusive evidence of such determination and acceptance.

Audit Committee
September 12, 2007

Subject matter

Corporate Policy 2.3.23: Travel Management

Background

This policy has been revised in order to update the language and to bring some clarification to certain sections. Most notable is clarity in stating that the cost of issuing a passport to employees is not reimbursable by CBC/Radio-Canada and strengthening language around the mandatory use of the corporate travel credit card.

Information on the matter

A benchmark was conducted and most Corporations including the Government do not reimburse the cost of issuing a passport to its employees.

For ease of reference, we have provided both a red-lined and clean version of both policies.

For decision**For information****Prepared by**

Name: Claude Laroche
date: August 28, 2007

Management recommendation

It is recommended that the Audit Committee approved the amendments to this policy.

Last discussed at the Board

Date:
Decision made:

Next steps

Once Approved
-Communicate to all Managers

**Pages 795 to / à 813
are withheld pursuant to sections
sont retenues en vertu des articles**

21(1)(a), 21(1)(b)

**of the Access to Information Act
de la Loi de l'accès à l'information**

Policy 2.3.23: Travel Management

Effective: August 1, 2003

Responsibility: Vice-President and Chief Financial Officer

- [Purpose](#)
- [Statement of Policy](#)
- [History](#)
- [Roles and Responsibilities](#)
- [Appendix A – Procedures and Guidelines](#)
 1. [Travel Arrangements – General](#)
 2. [Air Travel](#)
 3. [Rail Travel](#)
 4. [Vehicle Rental](#)
 5. [Use of Privately-Owned Vehicle](#)
 6. [Lodging](#)
 7. [Taxis and Other Local Transportation](#)
 8. [Allowances for Meals and Incidentals \("Per Diem"\)](#)
 9. [Group and Meeting Travel](#)
 10. [Other Travel-Related Expenses](#)
 11. [Corporate Travel Credit Card](#)
 12. [Expense Reporting and Reimbursement](#)
 13. [Compliance](#)

PURPOSE

The purpose of this policy is to ensure consistent and fair treatment of CBC/Radio-Canada travelers who are required to travel to conduct CBC/Radio-Canada business.

The guiding principles are:

1. CBC/Radio-Canada travelers will be reimbursed for legitimate, necessary and reasonable travel expenses when directly connected with or pertaining to CBC/Radio-Canada business based on established allowances in this policy.
2. CBC/Radio-Canada travelers are expected to exercise prudent business judgment regarding expenses covered by this policy. CBC/Radio-Canada travelers must travel by the most economical and efficient means possible.



STATEMENT OF POLICY

1. All travel arrangements (air, rail, vehicle rental and lodging), including all changes and cancellations of travel arrangements, must be made through CBC/Radio-Canada's designated travel service provider.
2. CBC/Radio-Canada's preferred air carriers must be used unless the cost or travel time is significantly increased. The standard for air travel is economy. The lowest logical airfares available appropriate to the particular itineraries shall be sought when making bookings. When significant cost savings are a factor (i.e. 15% or greater), an alternate non-preferred carrier may be used.
3. Rail trips with Via Rail Canada may be business class (VIA1) when available. All other travel by rail within North America and internationally must be in economy class.
4. Rental vehicles may be used where, in the opinion of the manager responsible for the traveler, this mode of travel is economical and practical. CBC/Radio-Canada's preferred rental vehicle suppliers should be used where feasible. All vehicle rentals must be for intermediate-class vehicles, unless three or more people are traveling together and/or when travelers have to carry excess baggage and/or equipment for business purposes.
5. The use of privately owned vehicles is permitted when, in the opinion of the manager responsible for the traveler, this method is practical and economical. The use of personal vehicles for business will be reimbursed at the standard rate prescribed in the Procedures and Guidelines.
6. CBC/Radio-Canada travelers shall be reimbursed the actual and reasonable expenses for commercial accommodation while traveling on CBC/Radio-Canada business. CBC/Radio-Canada's preferred hotels must be used, unless it is impractical, unfeasible or not available. A manager shall not unreasonably refuse permission to a traveler to make arrangements for private, non-commercial accommodation.
7. Taxis may be used when, in the opinion of the manager responsible for the traveler, the use of such transportation is justifiable for CBC/Radio-Canada business situations and other more economical alternatives are unavailable or impractical.
8. CBC/Radio-Canada travelers shall be paid a meal allowance for each breakfast, lunch and dinner when applicable if the meal was not paid by CBC/Radio-Canada, or provided by any other service provider (lodging, transportation, conferences etc.) and an incidental allowance, for each full day, which includes an overnight stay, that the traveler is on travel status.
9. Group travel for meetings and special events must be made through the designated travel service provider and preferred travel suppliers must be used whenever feasible.
10. Other expenses are reimbursable provided they are legitimate, necessary and reasonable travel expenses directly connected with or pertaining to CBC/Radio-Canada business.

11. The designated corporate travel credit card must be used for all travel-related expenses, including: air, rail, lodging, vehicle rental, meal, entertainment and miscellaneous expenses where accepted. The corporate travel credit cards are intended for business use only, and may **NOT** be utilized for personal expenses. Employees will **NOT** be reimbursed for late payment charges of their corporate travel credit card or any other credit cards or for the cost of cash withdrawals using cards other than the corporate travel credit card. Employees not using the designated corporate travel credit card for official corporate business will be notified of non-compliance. Any further travel expenses not charged to the corporate travel credit card where accepted, may be subject to longer approval delays and/or may not be reimbursed.
12. Travelers must submit signed and approved travel expense reports, with all required information to the National Payment Centre (NPC) in Shared Services in Ottawa within 10 days of completion of the trip. Reimbursement will be provided to the traveler usually within 5 working days of receipt in NPC.
13. Issues pertaining to non-compliance with this policy will be reported directly to the appropriate Vice-President by Corporate Finance and Administration and could be subject to disciplinary action.

HISTORY

- This policy was updated September XX 2007
- This policy was updated January 1, 2006 to reflect the change in designated travel service provider from American Express to HRG (Hogg Robinson Group).
- This is an update to the existing policy 2.3.23. This was originally Corporate Finance and Administration Policy 401.10 - Travel and Entertainment Expenses, which replaced Human Resources Travel Policies 9.0, 9.1 and 9.2.



ROLES AND RESPONSIBILITIES

A CBC/Radio-Canada traveler is a CBC/Radio-Canada employee or any other person who travels on authorized CBC/Radio-Canada business. The traveler shall:

- a. Become familiar with the provision of this policy before departure;
- b. Obtain prior approval for the trip as may be required by the component (verbally and/or in writing); and
- c. Submit completed and approved travel expense claims on the authorized form with necessary supporting documentation, including receipts and explanations as required.

A manager is a CBC/Radio-Canada employee who is responsible for the authorization of CBC/Radio-Canada business travel and/or the approval of related expenditures. The manager shall:

- a. Ensure that this policy is communicated to all persons required to travel on CBC/Radio-Canada business;
- b. Determine whether travel is necessary;
- c. Pre-authorize travel (verbally and/or in writing); and
- d. Ensure that any expenses reimbursed or paid for by CBC/Radio-Canada are in compliance with this policy and approve expenses in accordance with this policy.
- e. Ensure that the corporate travel credit card is used where accepted

The Senior Director, Supply Management shall:

- a. Develop a travel program that is cost-effective and responds to the needs of the travelers;
- b. Negotiate and manage services provided by travel suppliers (travel service, air, rail, accommodation, vehicle rental, etc.);
- c. Monitor compliance with this policy; and, ensure corrective actions are taken.
- d. Develop and update this policy, as required; and
- e. Respond to all questions pertaining to the interpretation or application of this policy.

The Vice-President and the Chief Financial Officer shall:

- a. Direct the development and implementation of all aspects of CBC/Radio-Canada's travel program; and
- b. Approve the Procedures and Guidelines.


Top

APPENDIX A PROCEDURES AND GUIDELINES

1. TRAVEL ARRANGEMENTS - GENERAL

All travel arrangements (air, rail, vehicle rental and lodging), including all changes and cancellations of travel arrangements, must be made through CBC/Radio-Canada's designated travel service provider.

Reservations should be made as early as possible to take advantage of advance purchase discounts. Once a traveler has access to CBC/Radio-Canada's online booking tool, this method may be used for most domestic trips. More complicated trips, such as international or trips that include stops in various locations, must be made through CBC/Radio-Canada designated travel service provider

Booking Online:

An online booking tool will allow you to make your business travel arrangements in just a few minutes, from your PC or laptop, 24 hours a day, seven days a week. Instructions on how to use this tool can be found on CBC/Radio-Canada's travel site at <http://intranet/travel>.

Booking by Phone:

The contact number of CBC/Radio-Canada's designated travel service provider is available online on CBC/Radio-Canada's travel site at <http://intranet/travel>.

Traveler Profile Forms:

In order to expedite the travel reservation process, we suggest that any employee expected to travel at least once per year complete their profile on-line via the intranet site <http://intranet/travel>. to ensure that pertinent details and preferences are adhered to in the reservation process.

Foreign Travel and Travel Advisories:

Safety and security are of primary importance when employees are traveling on CBC/Radio-Canada business. Travel advisories that restrict travel for safety purposes are issued regularly by the Department of Foreign Affairs and International Trade (DFAIT) at http://www.voyage.gc.ca/consular_home-en.asp or by local government state departments in other countries. Updated information is also available through the designated travel service provider. All international travel including travel in the U.S.A. must have the pre-authorization of the respective Vice-President or his/her delegate except in exceptional circumstances (i.e. news breaking events).

Health/Medical and Insurance:

Information on health/medical and insurance coverage for traveling CBC/Radio-Canada employees is available through Human Resources http://intranet/hr_benefits_en. CBC/Radio-Canada will not reimburse employees who purchase incremental health and life insurance for travel outside of Canada. In the event of incremental expenses for travel to strike or war zones, the cost of inoculations will be reimbursed, if applicable.

Spouse/Partner accompaniment:

Travel expenses for a spouse or partner are not reimbursable as a business expense unless it can be shown that their presence is both essential and directly related to the effective accomplishment of the Corporation's business. In these limited instances, the employee must

obtain written approval in advance from his manager. Travel must be booked through the designated travel service provider and the traveler must reimburse CBC/Radio-Canada in full upon settlement of his travel claim for the personal portion of the spouse/partner's expenses if applicable.

Combining Personal and Business Travel:

Travelers may, on occasion, combine personal and business travel on the same trip provided there is no additional cost to CBC/Radio-Canada. In the event that incremental costs are incurred, the traveler must reimburse CBC/Radio-Canada for these expenses, with a personal cheque or money order attached to the completed travel claim form.

2. AIR TRAVEL

CBC/Radio-Canada's preferred airline carriers must be used unless the cost or travel time is significantly increased. The standard for air travel is economy. The lowest logical airfares available appropriate to the particular itineraries should be sought when making bookings. When significant cost savings are a factor (i.e. 10% or greater), an alternate carrier may be used.

CBC/Radio-Canada has negotiated discounts with preferred airline carriers, based on the volume of business given to each carrier. A list of CBC/Radio-Canada's preferred airline carriers can be found at <http://intranet/travel/>.

Booking:

All travel must be booked through our designated travel service provider, who has been directed to book the preferred airlines whenever possible.

Airfare Class of Service:

All travelers are expected to use economy class unless approved by the Vice-President or his/her delegate.

Lowest Logical Airfare Available:

All airline tickets must be booked at the lowest logical airfare available as determined by the designated travel service provider. The following are some of the factors that may result in the lowest available airfare and ensure maximum savings:

- Advance booking requirement of 7 – 21 days.
- The flight's departure or arrival time is within one hour before or after the requested departure or arrival time.
- Cost/benefit of one stop or connecting flights.
- Use of alternate airports where applicable.
- Cost/benefit of stay-over on a weekend night(s).

Frequent Traveler Programs:

The Corporation has not endorsed any frequent traveler programs. Any membership initiatives are between the traveler and the issuing organization. In such cases, the traveler may retain frequent traveler program benefits. However, under no circumstances may participation in these programs result in selection of an alternate to the CBC/Radio-Canada preferred supplier or any incremental cost to CBC/Radio-Canada. Travelers are fully responsible for any income tax implications that may arise as a result of using employer-paid travel to earn points for personal-use travel or rewards.

Risk Management – Persons Traveling Together:

In order to avoid and/or reduce the impact on the Corporation in the event of an accident, the following guidelines should be used when practical and based on available options and schedules:

- No more than two senior managers on the same flight
- No more than four mid-level managers on the same flight
- No more than ten employees on the same flight

The exception to this guideline will be for flights for group travel arranged for large remote or special events such as the Olympics.

Airline Refunds:

All cancellations of airline reservations must be made through the designated travel service provider including reservations made on the on-line booking tool. If the Call Centre is closed, travelers may call the In Transit Centre Hotline from Canada and USA at 1-877-222-6460 or call collect from any other location at 1-613-230-2384 to cancel reservations.

Electronic and paper tickets carry a dollar value. Unless the ticket is cancelled, it will continue to have value. To ensure that no unnecessary costs are incurred, tickets must be cancelled through the designated travel service provider.

Use of Charter and Private Aircraft:

Chartered and/or private aircraft are to be used under the following circumstances only:

Private Aircraft

- Private aircraft are to be used for business purposes and/or emergency situations and only when there are no commercial flights to the required destination;
- If the private pilot has a validated pilot's license and the minimum liability insurance coverage required by Corporate policy and the law;
- If the terms and conditions of the employment contract permit the contracted traveler to use his/her personal aircraft. Proof of a valid pilot's license and minimum liability insurance coverage required by Corporate policy and the law, will also be required. Such contract clauses should also clarify the amounts of any fees for use of the aircraft.



- The responsible Vice-President or his/her delegate must pre-approve any travel by private aircraft.

Chartered Aircraft

- Chartered aircraft are to be used only for business purposes and/or emergency situations, based on operational requirements or when there are no commercial flights to the required destination (i.e. remote transmitter sites where charter is the only option).
- The responsible Vice-President or his/her delegate must pre-approve any travel by chartered aircraft.



3. RAIL TRAVEL

Trips with Via Rail Canada may be business class (VIA1) when available. All other travel by rail within North America and internationally must be in economy class.

Negotiated discounts:

CBC/Radio-Canada has negotiated discounts with Via Rail Canada based on the volume of business given to them. In order to take advantage of these discounts, all rail reservations must be made through the designated travel service provider

Business Class:

Business class (VIA1) is available on most routes in southern Quebec and southern Ontario. Business class (VIA1) is permitted on these routes and where available. Meal allowances may not be claimed when traveling business class (VIA1) since the meals are provided and included in the price of the ticket.

Economy Class:

All other rail transportation must be economy class. For longer trips, a higher standard is permitted with the approval of the traveler's manager, taking into account the cost of additional services (i.e. or room rate or equivalent accommodation for overnight travel).

4. VEHICLE RENTAL

Rental vehicles may be used where, in the opinion of the CBC/Radio-Canada manager responsible for the traveler, this mode of travel is economical and practical. CBC/Radio-Canada's preferred rental vehicle suppliers must be used where feasible. All vehicle rentals must be for intermediate-class vehicles, unless three or more people are traveling together and/or when travelers have to carry excess baggage and/or equipment for business purposes.

Booking:

All vehicle rentals must be with the company's preferred vendor. Travelers may contact the rental agency directly, except when trips involve a train or airline ticket. In this case, bookings must be made and booked through the designated travel service provider, A list of preferred vehicle rental suppliers and negotiated rates is available online at <http://intranet/travel/>. Travelers are encouraged to inquire about and take advantage of discounts and free upgrades offered by vehicle rental agencies.

Refueling:

Rental vehicles must be returned on time and with a full tank of gas to avoid additional hourly costs and excessive refueling charges (refueling the vehicle can save as much as 50% of the gasoline cost).

Payment and Documentation:

Vehicle rentals are to be charged to the traveler's corporate travel credit card and must be documented on expense reports with the original vehicle rental contracts or charge card receipt. Fines assessed to drivers for traffic or parking violations will not be reimbursed.

Vehicle Rental Insurance and Accident Reporting:

CBC/Radio-Canada travelers are responsible to verify coverage, terms and conditions prior to accepting a rental vehicle. For accident reporting, the employee must notify corporate travel credit card's insurer within **48 hours** of the loss or as soon thereafter as reasonably possible. Please call **1-800-243-0198** in Canada and the continental U.S.A. or collect 905-475-4822 outside Canada and the continental U.S.A.

Auto Rental Damage and Theft Insurance is provided when using your corporate travel credit card. The card member must not accept the Loss Damage Waiver (LDW) or similar provision provided by rental agency for rentals of regular vehicles. Exceptions to this rule can be found on the intranet http://intranet/travel/amex/amex_vehicle_insurance.htm

**5. USE OF PRIVATELY OWNED VEHICLE**

The use of privately owned vehicles is permitted and must be approved in advance when, in the opinion of the CBC/Radio-Canada manager responsible for the traveler, this method is practical and economical. The use of personal vehicles for business will be reimbursed at the standard rate prescribed herein.

The rates payable for the use of privately owned vehicles driven for authorized CBC/Radio-Canada business is .40¢ per kilometre. This mileage allowance covers all vehicle costs (e.g. gasoline, repairs, insurance, etc.) other than parking and tolls. This rate is subject to review from time-to-time.

Reimbursement:

To be reimbursed for use of their personal vehicle for business, CBC/Radio-Canada travelers must provide the following information on their expense reports:

- Purpose of the trip
- Date and location
- Receipts for tolls and parking
- Number of kilometers driven during the trip

Travelers are fully responsible for insurance and any claims or income tax implications that may arise as a result of using their own vehicles for business purposes. Travelers are also fully responsible for obtaining sufficient insurance coverage to use their personal vehicles for business purposes.

**6. LODGING**

CBC/Radio-Canada travelers shall be reimbursed the actual and reasonable expenses for commercial accommodation while traveling on CBC/Radio-Canada business. CBC/Radio-Canada's preferred hotels must be used, unless it is impractical, unfeasible or not available. A manager shall not unreasonably refuse permission to a traveler to make arrangements for private, non-commercial accommodation.

Hotel Selection:

CBC/Radio-Canada negotiates preferred rates and value-added amenities with certain hotels. Travelers must take advantage of these discount rates and may contact the hotel directly, except when trips involve a train or airline ticket. In this case, bookings must be made through the designated travel service provider. A listing of preferred hotels is available online. In locations where preferred hotels are not available, the designated travel service provider will recommend good quality, moderately priced hotels.

Negotiated rates:

CBC/Radio-Canada will not guarantee reimbursement of incremental costs over and above the negotiated rates to travelers who do not use the preferred hotels. Deviations from policy resulting in rates higher than the negotiated rates require the approval of the appropriate Vice-President and/or delegate.

Room Type:

A single room with a private bath is the standard. Reimbursement for suites or luxury accommodations requires written permission from the traveler's manager.

Cancellation:

By using the corporate travel credit card, all rooms will be guaranteed for late arrival. A guaranteed reservation requires that the hotel hold a room until the next day's checkout time. If that room is not available, the hotel must provide alternate lodging (same category room or better) at no charge for the first night. Travelers must cancel the room reservation by 4 pm on the day of arrival or as indicated on their itinerary to avoid a "no-show" charge. All cancellations should be made through the designated travel service provider including reservations made with the on-line booking tool. If the Call Centre is closed, travelers may call the In Transit Centre Hotline from Canada and USA at 1-877-222-6460 or call collect from any other location at 1-613-230-2384 to cancel reservations. If the cancellation is made directly with the hotel, travelers should request and retain a "cancellation number" as documentation of the transaction. Generally, "no-show" charges are not reimbursable by CBC/Radio-Canada.

Payment and Documentation:

Lodging charges are to be billed to the corporate travel credit card and not to the traveler's personal credit card. Expenses must be broken down by category on travel claim forms (i.e. room charge, meals, telecommunication, laundry, etc.). The hotel invoice is required for reimbursement of lodging charges.

Private Accommodation:

Although travelers generally stay in commercial accommodation, the manager shall not unreasonably refuse permission to a traveler to make arrangements for private, non-commercial accommodation (e.g. lodging with friends or family). In these instances, the traveler may claim the following cost:

Inside Canada - maximum of \$30.00 CAD per night
Outside Canada - maximum of \$30.00 US per night
This rate is subject to review from time to time.



7. TAXIS AND OTHER LOCAL TRANSPORTATION

Taxis may be used when, in the opinion of the manager responsible for the traveler, the use of such transportation is justifiable for CBC/Radio-Canada business situations and other more economical alternatives are unavailable or impractical.

Taxis:

The cost of taxis to and from places of business, hotels, airports or railroad stations in connection with business activities is reimbursable. Use of taxis is authorized only when more economical services (hotel vans, shuttles, etc.) are not available or practical. Receipts are required for all transportation expenses of \$10 or greater.

8. ALLOWANCES FOR MEALS AND INCIDENTALS

CBC/Radio-Canada travelers shall be paid a meal allowance for each breakfast, lunch and dinner when applicable if the meal was not paid by CBC/Radio-Canada, or provided by any other service provider (lodging, transportation, conferences etc.) and an incidental allowance, for each full day, which includes an overnight stay, that the traveler is on travel status.

The meal allowances are based on the consumption of meals in restaurants and are directed at employees who are in travel status away from their base office and/or work area.

Daily Per Diem

ALLOWANCE RATE	CANADA	CBC NORTH	U.S.	OTHER
Breakfast	\$10.00 CAD	\$12.00 CAD	\$10.00 USD	<u>As per Treasury Board Approved Rates</u>
Lunch	\$12.00 CAD	\$16.00 CAD	\$12.00 USD	
Dinner	\$28.00 CAD	\$35.00 CAD	\$28.00 USD	
Incidentals	\$10.00 CAD	\$7.00 CAD	\$10.00 USD	
TOTAL	\$60.00 CAD	\$70.00 CAD	\$60.00 USD	

Allowance rates will be reviewed as required, in order to ensure that the rates are current, fair and representative of the existing situations. Rates for special events (i.e. Olympics) will be set, as required, in conjunction with the media responsible for the event.

The meal allowances for CBC/Radio-Canada North may be claimed for all locations north of the 55th parallel of latitude, which would include the following:

- All locations in the Yukon
- All location in the Northwest Territories
- All locations in Nunavut
- All locations in Labrador (even though some locations may be south of the 55th parallel).

Receipts:

Receipts are not required for meals and incidental allowances.

Duty Entertainment, Receptions and Staff Functions:

In certain instances, expenses related to duty entertainment, receptions and staff functions may be reimbursed through the travel reimbursement process. For more information, please see [Policy 2.3.9: Duty Entertainment, Receptions and Staff Functions](#).



9. GROUP AND MEETING TRAVEL

Group travel for meetings and special events must be made through the designated travel service provider and preferred travel suppliers must be used whenever feasible.

Group meetings are company-planned gatherings for at least 10 people requiring overnight accommodations and the use of off-site meeting space. Expenditures may include travel, meals, and equipment rentals, meeting rooms, entertainment and other services.

Suppliers:

Group travel, meetings and special events represent a significant cost to CBC/Radio-Canada. As a result, the meeting coordinator is required to research and source CBC/Radio-Canada preferred suppliers whenever feasible. The designated travel service provider is also the sole authorized source for arrangements for group or meeting travel. Any department planning to sponsor group or meeting travel involving ten or more participants should identify the event to the designated travel service provider to ensure that available negotiated discounts are applied.

Cost control:

The following are some of the techniques or measures to contain costs that should be considered when planning a meeting/event:

- CBC/Radio-Canada owned/leased facilities must be used, whenever possible;
- The number of meeting days should be kept to a minimum;
- Group meetings, occurring at resort or tourist locations should be planned off-season, whenever possible;
- Meeting sites should be within a reasonable driving distance for participants if possible, or at a location that will result in the least overall participant travel cost to CBC/Radio-Canada;
- Volume discounts should be sought;
- Where possible, all related expenses must be paid using the corporate travel credit card or, in some cases, the corporate meeting card

Contract Approval:

All contracts with travel service providers (air, rail, vehicle rentals, lodging, etc.) for group and/or meeting travel must be reviewed and approved in accordance with [Corporate Policy](#)



10. OTHER TRAVEL-RELATED EXPENSES

Other expenses are reimbursable provided they are legitimate, necessary and reasonable travel expenses directly connected with or pertaining to CBC/Radio-Canada business.

Other allowable travel-related expenses:

The following are example of miscellaneous expenses, when directly related to business travel, are reimbursable (provided that charges in excess of \$10 are supported by original receipts):

- Parking
- Fax and telegram services
- Telephone costs for business purposes
- Personal telephone costs at the discretion of the manager
- Remote computer access costs
- Laundry/valet service during trips in excess of 4 days
- Excess tips, when required (i.e. transportation of baggage containing technical equipment)
- Currency conversion
- Traveler's cheque fees
- Other miscellaneous costs at the discretion of the manager

Non-reimbursable expenses: The following are examples of expenses NOT reimbursable:

- Airline club dues
- Frequent traveler program costs
- Traffic and parking fines
- In-flight movies and/or refreshment
- Hotel room movies and/or mini-bar service
- Personal articles (i.e. toiletries, magazines, etc.)
- Luggage, briefcases
- Barber or hairstylist expenses
- Air or rental vehicle phone usage
- Late payment charges of their Amex bills
- Passports including cost of pictures

11. CORPORATE CREDIT CARD

The designated corporate travel credit card must be used for all travel-related expenses, including, air, rail, lodging, vehicle rental, meal, entertainment and miscellaneous expenses where accepted. The corporate travel credit cards are intended for business use only, and may **NOT** be utilized for personal expenses. (Unless they are related to travel and lodging expenses incurred while on CBC/Radio-Canada business such as hotel movie and mini-bar charges).

Employees not using the designated corporate travel credit card for official corporate business will be notified of non-compliance. Any further travel expenses not charged to the corporate travel credit card where accepted, may be subject to longer approval delays and/or may not be reimbursed.

Employees will **NOT** be reimbursed for late payment charges of their corporate travel credit card bills or any other credit cards or for the cost of cash withdrawals using cards other than the corporate travel credit card.

CBC/Radio-Canada's corporate travel credit card is the American Express Corporate card (Amex).

Issuance Criteria:

All employees expected to travel on behalf of the Corporation on a regular basis and/or required to incur duty entertainment expenses in the normal course of business, must acquire an American Express corporate card. Application forms are available from the Finance and Administration department at <http://intranet//travel/>, and must be signed by the employee's supervisor. The signed and approved form must be returned to the local Finance and Administration office for processing.

Travel Advances:

CBC/Radio-Canada will issue travel advances in exceptional circumstances ONLY, but these must be approved by the Regional Comptrollers, Network Finance and Administration Directors or their delegate. Temporary cash advances through the Express Cash ABM feature of the corporate travel credit card are available to travelers that require cash. The following should be noted:

- Travelers should access cash for business purposes only.
- Travelers must enroll and receive a Personal Identification Number (PIN) in order to access the Automated Bank Machine (ABM) networks.
- Daily/monthly cash advance limits are governed by individual requirements and will be established at the time of enrollment.

- Changes to cash advance limits can be arranged through you local Finance and Administration office.
- Advances will not be available to travelers who have allowed their corporate travel credit card to fall into arrears.
- There is an administration charge for each access transaction. Travelers should keep the number of cash withdrawals to a minimum. However travelers will be reimbursed for the cost of all cash withdrawals.



12. EXPENSE REPORTING AND REIMBURSEMENT

With the exception of Foreign Correspondents, whose travel and related expenses will be reimbursed based on processes established by the Networks because of the nature of their assignments, travelers must submit signed and approved travel expense reports, with all required information to Shared Services) in Ottawa within 10 days of completing the trip. Reimbursement will be provided to the traveler usually within 5 working days of receipt in Shared Services.

Expense Report Forms:

With the exception of Foreign Correspondents as noted above, for CBC/Radio-Canada employees, Form No. CBC 0466B Travel Authorization Request, available through a local Finance and Administration office and <http://intranet//travel/>, must be used for all expense reports. For non-CBC/Radio-Canada employees, an invoice with supporting receipts must be submitted.

Authorization:

A supervisor with designated approval authority must sign all expense reports. Supervisors are expected to verify expense reports for accuracy and compliance with this policy procedures and guidelines including the usage of the corporate travel credit card. Exemptions, deviations or reimbursements for expenses that are not in compliance with this policy must be explained on the travel expense form and specifically approved by the supervisor or in some cases by the responsible Vice-President or delegate (in accordance with these procedures and guidelines).

Reimbursement:

Reimbursement of travel expenses is deposited electronically directly to the traveler's bank account, usually within 5 working days of receipt in Shared Services. The Corporation accepts no responsibility for delayed reimbursements due to incomplete or incorrect travel expense claims.

When an employee is required to reimburse the Corporation, a personal cheque or money order must be attached to the completed travel claim form.



13. COMPLIANCE

Issues pertaining to non-compliance with this policy will be reported directly to the appropriate Vice-President by Corporate Finance and Administration.

We will be actively monitoring compliance with the Policy and the related Guidelines and Procedures. We may for example, verify your corporate travel credit card monthly statements

Auditing of Travel and Entertainment Expenses:

CBC/Radio-Canada will conduct periodic audits to ensure compliance with Corporate Policy 2.3.8 - Delegation of Financial Authorities and Corporate Policy 2.9.3 Delegation of Signing Authority, as well as to confirm that expenses are supported by original receipts.

Post audits will be conducted on an ad-hoc basis and will concentrate on the type, reasonability and justification of expenses, with regular reports submitted to the appropriate Vice-President.

Post audits may be conducted from time to time based on special requests from Vice-Presidents pertaining to specific categories of expenses such as duty entertainment and receptions.

Additional Policy Compliance and Reporting:

Issues pertaining to non-compliance (i.e. use of designated travel service provider, corporate travel credit card, preferred travel suppliers: air, vehicle rental and hotel) will be reported directly to the appropriate Vice-President by Corporate Finance and Administration.

 Top

Audit Committee
September 12, 2007

Subject matter

Corporate policy 2.3.9 Duty Entertainment, Receptions and Staff Functions

Background

This policy updates the current policy last updated in October 2005.

Information on the matter

The policy has been updated to clarify some language and to ensure consistency with other corporate policies.

For ease of reference, we have provided both a 'red-lined' and clean version of both policies.

For decision

For information



Prepared by

Name: Johanne Charbonneau
date: August 28, 2007

Management recommendation

As this is not a Significant policy requiring Board approval, it is being presented at the request of the Audit Committee for information.

Last discussed at the Board

Date:
Decision made:

Next steps

**Pages 832 to / à 840
are withheld pursuant to sections
sont retenues en vertu des articles**

16(2), 21(1)(a), 21(1)(b)

**of the Access to Information Act
de la Loi de l'accès à l'information**

Policy 2.3.9: Duty Entertainment, Receptions and Staff Functions

Effective: April 1, 1999

Responsibility: Vice-President and Chief Financial Officer

- [Statement of Policy](#)
 - [History](#)
 - [References](#)
 - [Person Responsible for Interpretation and Application](#)
 - [Appendix A - Procedures and Guidelines](#)
 - [Appendix A-1 - Procedures and Guidelines](#)
-

STATEMENT OF POLICY

Under certain circumstances there is a benefit to the CBC/Radio-Canada when individuals from outside the Corporation are entertained at CBC/Radio-Canada expense, when CBC/Radio-Canada staff represent the Corporation at public functions, when staff are entertained at social events and when the Corporation provides meals/beverages and/or working luncheons/dinners during business hours or extended working periods.

The benefits from such functions should contribute to improving the overall status of the Corporation in the community, improving staff morale or enhancing relationships, optimizing working time or minimizing costs. Approval for such functions will be in accordance with established management procedures.

Because the Corporation is largely funded by the Canadian Taxpayer, all such expenses must be reasonable and must be able to withstand public scrutiny. Details must be provided to identify the purpose of the expense and the names of people involved. Additional meal allowances must not be paid if meals are provided by the Corporation or another provider through other means.

HISTORY

- This policy was reviewed and updated August 2007
- This policy was updated October 2005.
- This policy was updated May 2005.
- This policy was updated May 2004.
- This policy was updated November 2003.
- This was originally Corporate Finance and Administration Policy 403.60 - Duty Entertainment, Receptions and Staff Functions.

REFERENCES

Corporate Policies:

2.3.4 Cash Funds

2.3.8 Delegation of Financial Authorities

2.3.13 Gifts, Donations and Other Contributions

2.3.23 Travel Management

PERSON RESPONSIBLE FOR INTERPRETATION AND APPLICATION

All questions pertaining to the interpretation or application of this policy should be referred to the **Director, Policy and Internal Control**. The responsibility for interpretation of this policy ultimately resides with the Senior Director, Supply Management.

DEPARTMENT RESPONSIBLE TO UPDATE THIS WEBPAGE:

Corporate Secretariat.

APPENDIX A PROCEDURES AND GUIDELINES

The following Guidelines are based on the following criteria and principles:

1. The Delegation of financial authority (DFA policy 2.3.8) is based on the principles of Accountability, Responsibility, Honesty, Trust and Integrity. Its purpose is to ensure that adequate controls are in place for the proper authorization of all expenses and to safeguard the assets of the Corporation against loss, through fraud, theft and/or improper use and to produce reliable financial records for internal use and external reporting.
2. Because the Corporation is largely funded by the Canadian Taxpayer, all such expenses must be reasonable and must be able to withstand public scrutiny. Details must be maintained on file by the appropriate manager/department identifying the purpose of the expense and the names of people involved. Additional meal allowances must not be paid if meals are provided by the Corporation or another provider through other means.
3. Because the Corporation is always under public scrutiny regarding the spending of public funds, the guidelines and updated policy will distinguish between expenses pertaining to events, which are held on CBC/Radio-Canada premises and events which are held off CBC/Radio-Canada premises (i.e. within view of the public).

EVENTS HELD ON CBC/Radio-Canada PREMISES

- Events held on CBC/Radio-Canada premises can be approved by any manager with DFA, even if that manager participates in the event. Such events usually qualify as working luncheons or staff functions and managers are not required to maintain lists of people who participate in such events.

EVENTS HELD OFF CBC/Radio-Canada PREMISES

- Expenses for duty entertainment, receptions and staff functions events held off CBC/Radio-Canada premises will require supplementary approval of the appropriate supervisor or his/her delegate, if the manager participates in the event. Also, the expenses cannot be approved by a person to whom the manager has delegated his/her authority. Claims/expenses for officers reporting to the President will require the supplementary approval of the designated Corporate/Network Senior Finance and Administration Director or his/her delegate, while claims/expenses for Regional managers reporting to media Vice Presidents will require the supplementary approval of the Regional Comptroller or his/her delegate. Monthly reports will be submitted to the President and media Vice Presidents for claims/expenses requiring supplementary approval. For all such events held off CBC premises, managers are required to maintain for audit purposes, a list of the people who were entertained and/or participated in such events.

Specific Guidelines:

1. Roles and responsibilities of NPC/SSO in processing payments/reimbursements pertaining to such expenses:

If documents are approved in accordance with the DFA Policy, NPC is responsible for:

- Ensuring that the expenses are properly coded/classified in accordance with the Chart of Accounts
- Processing such payments

2. Roles and responsibilities of Managers who incur such expenses:

- To ensure that such expenses are reasonable and for legitimate CBC/Radio-Canada business
- To obtain supplementary approval from their supervisor in advance of incurring such costs

- To ensure that they keep a list of names on file for audit purposes of the people entertained or who participated in such events
3. Roles and responsibilities of Managers who approve such expenses:
- To ensure that such expenses are reasonable and for legitimate CBC/Radio-Canada business
 - To ensure that the person incurring the expense provides or maintains a list of names on file for audit purposes of the people entertained or who participated in such events

APPENDIX A-1 PROCEDURES AND GUIDELINES

Type of Expense	Account to be used	Approval Level	How paid or Reimbursed
<p>1. DUTY ENTERTAINMENT</p> <p>Food and beverage purchased and consumed at restaurants, clubs, events etc.</p> <p>Examples of these situations are :</p> <p>When a CBC/Radio-Canada employee entertains guests, clients, etc. and/or other CBC/Radio-Canada employees.</p> <p>When CBC/Radio-Canada employees attend events, galas, etc. as representatives of CBC/Radio-Canada.</p>	<p>s.16(2)</p>	<p>As per DFA Policy</p> <p>A person may not approve an expense for which he/she may gain personal benefit (e.g. one's own travel or duty entertainment), neither can such expense be approved by someone to whom this person has delegated his/her authority.</p> <p>Names of people present must be provided.</p>	<p>Accounts Payable, Travel, Petty Cash or Production Funds (depending on the administrative practices of the local finance office). If paid through petty cash, the \$500.00 limit applies.</p> <p>For galas, etc., the organization holding the event will normally invoice CBC/Radio-Canada and payment will be made through Accounts Payable.</p>
<p>2. WORK RELATED FUNCTIONS</p> <p>Food and beverage purchased / provided for work related activities. This may occur either on or off CBC/Radio-Canada</p>		<p>Approval by Manager in charge of the group.</p> <p>Refer to the <u>Procedures</u></p>	<p>Accounts Payable, Travel, Petty Cash or Production Funds (depending on the administrative</p>

on or off CBC/Radio-Canada premises.

Examples of these situations are :

When CBC/Radio-Canada employees meet to discuss business issues and have a meal or refreshments.

When meals are provided for attendees of meetings, training sessions, etc.

When meals are provided on site for employees who are working extended hours.

When meals are provided to production crews in order to keep the crew together to maximize available production time.

When CBC/Radio-Canada employees attend luncheons where a guest speaker is briefing on a work related issue

3. TRAVEL

Food and beverages purchased by employees while traveling on CBC/Radio-Canada business (meal allowances formerly per diem).

Employees are allowed to claim the meal allowance amount for each meal that they are required to purchase for themselves. No receipts are required to support

and Guidelines in Appendix A

The business/unit managers are responsible for ensuring that there are no duplicate claims for meal allowances when meals are provided by the Corporation.

s.16(2)

These expenses will be approved in the normal process of travel expense approval.

administrative practices of the local finance office). If paid through petty cash, the \$500.00 limit applies.

In some situations the provider of the meals will invoice CBC/Radio-Canada. These invoices must be approved by the Manager and sent to NPC for payment.

The meal allowances pertaining to travel are to be claimed on the CBC/Radio-Canada Travel form 466.

these expenditures.

If any of these meals fall under item 1 or 2 above, no meal allowance is to be claimed for that meal. In such cases this expenditure is to be handled as described in 1 above and the employees claim for reimbursement must be presented on the same travel form as the expenses for the trip involved.

4. RECEPTIONS AND STAFF FUNCTIONS

Food and beverages provided for Receptions and Staff Functions.

s.16(2)

RECEPTIONS – MARKETING and SALES AND COMMUNICATIONS

Examples:

Receptions to showcase a specific event or to entertain invited guests. CBC/Radio-Canada staff attending these functions will usually act as hosts. - e.g. Fall Launch, Olympic receptions, CBC/Radio-Canada Open House.

Refer to the Procedures and Guidelines in Appendix A

Accounts Payable, Travel, Petty Cash or Production Funds (depending on the administrative practices of the local finance office). If paid through petty cash, the \$500.00 limit applies.

Program wrap up parties and other departmental functions.

STAFF FUNCTIONS

Staff receptions to honour employees with long service and

to present special awards to employees.

Retirement and Christmas parties.

Employee gatherings for special announcements etc.

5. DUTY ENTERTAINMENT

Tickets to theatrical, sporting, musical or similar events and galas.

Examples of these situations are :

Tickets given away to selective non-CBC/Radio-Canada people (usually by sales personnel).

Tickets used by CBC/Radio-Canada staff to accompany non-CBC/Radio-Canada people to the event.

Tickets used by CBC/Radio-Canada staff to attend galas, etc. as a representative of the CBC/Radio-Canada.

6. PROGRAM RELATED

Tickets used by CBC/Radio-Canada employees in a non-entertainment capacity.

Examples of these situations are :

To attend the event in the capacity of a reporter, analyst, critic, recipient of awards, etc.

To accommodate camera

Refer to the Procedures and Guidelines in Appendix A

s.16(2)

Normal approval as a program expense.

Accounts Payable, Travel, Petty Cash or Production Funds (depending on the administrative practices of the local finance office). If paid through petty cash, the \$500.00 limit applies.

Accounts Payable, Travel, Petty Cash or Production Funds (depending on the administrative practices of the local finance office). If paid through petty cash, the \$500.00 limit applies.

positions for coverage of the event.

7. PRIZES – PROGRAM

RELATED

Tickets used by various programs as random give-aways or prizes to call in participants or on air guests.

Normal approval as a program expense.

The cost of the tickets will usually be billed to the CBC/Radio-Canada and payment will be made through NPC.

8. SALES INCENTIVES

Accommodations, meals and refreshments, event tickets and airfare packages used as "value added" sales incentives where the cost of the package is included in the price of the advertising being sold.

s.16(2)

These items will usually be billed to the CBC/Radio-Canada and payment will be made through NPC.

- Sales Incentives – Travel

Contracts are to be co-signed by Network Finance and Administration.

The cost is recovered from the client and added to the sales revenue billed.

- Sales Incentives – Tickets (Give-aways)

Normal approval process by sales for expenditures.

- Sales Incentives – Food and Beverages

- Sales Incentives Other Merchandise

Subsequent adjustments to sales revenue MUST be made to reduce revenue and reflect the cost recovery.

RECOVERIES OF EXPENSE

Sales Incentives – Recoveries

Audit Committee

September 12, 2007

Subject matter**POLICIES: REVISION SCHEDULE****Background**

Further to a discussion at the May 2007 Audit Committee meeting regarding the review of Corporate Policies, the Audit Committee endorsed management's recommendation regarding a process to ensure that each policy is reviewed on a five-year cycle, with regular reports to the Board on the reviews completed.

Information on the matter

Management agreed to provide to the Audit Committee, at its September meeting, a proposed schedule for the review of policies that have not been reviewed in some time. Management will also confirm which Board Committee has subject matter responsibility for each Significant Policy.

For decision**For information****Prepared by**

Name: Meg Angevine
Date: August 28, 2007

Management recommendation

N/A

Last discussed at the Board

Date:
Decision made:

Next steps

SIGNIFICANT POLICIES

#	TITLE	VP RESPONSIBLE	COMMITTEE RESPONSIBLE	LAST REVIEWED BY BOARD	NEXT SCHEDULED REVIEW
1.1	PROGRAM POLICY				TBD**
1.1	Foreword & Introduction	All Media VP's	Standing Committee	July 1994	
1.1.1	CBC Mandate	All Media VP's	Standing Committee	July 1994	
1.1.2	Stereotypes in CBC Programming	All Media VP's	Standing Committee	September 2005	
1.1.3	Guidelines on Sex-Role Portrayal	All Media VP's	Standing Committee	September 1993	
1.1.4	Multicultural Programming	All Media VP's	Standing Committee	July 1994	
1.1.5	Good Taste	All Media VP's	Standing Committee	July 1994	
1.1.6	Violence in Programming	All Media VP's	Standing Committee	July 1994	
1.1.7	Violence in Children's Programming	All Media VP's	Standing Committee	July 1994	
1.1.8	Hiring of Political Figures on CBC Programs	All Media VP's	Standing Committee	June 1996	
1.1.9	Opinions on Controversial Matters Expressed on Entertainment Programs	All Media VP's	Standing Committee	July 1994	
1.1.10	Commercial Impact	All Media VP's	Standing Committee	September 2002	
1.1.11	Programming not Eligible for Commercial Content	All Media VP's	Standing Committee	December 1996	
1.1.12	Free Travel	All Media VP's	Standing Committee	July 1994	
1.1.13	Program Research	All Media VP's	Standing Committee	July 1994	
1.1.14	Announcement and Commemorative Programming – Deaths of Important People	All Media VP's	Standing Committee	July 1994	
1.1.19	Provision of Legal Assistance	All Media VP's	Standing Committee	July 1994	
1.1.21	CBC Program Content Responsibility	All Media VP's	Standing Committee	August 1976	
App. B	Recognition of Audience Sensitivities	All Media VP's	Standing Committee	July 1994	

SIGNIFICANT POLICIES

#	TITLE	VP RESPONSIBLE	COMMITTEE RESPONSIBLE	LAST REVIEWED BY BOARD	NEXT SCHEDULED REVIEW
1.1.26	Broadcasts Talks by the Prime Minister	All Media VP's	Standing Committees	May 1995	
1.1.27	Broadcasts Talks by the Provincial Premiers	All Media VP's	Standing Committees	May 1995	
App. A	CBC Programming and National Consciousness and Identity	All Media VP's	Standing Committees	September 2005	
1.1.31	Broadcasts of National Importance	All Media VP's	Standing Committees	November 1994	
1.1.34	Co-productions with Government Departments, Agencies and Non-Profit Organizations	All Media VP's	Standing Committees	January 1986	
1.2	JOURNALISTIC STANDARDS & PRACTICES				TBD**
1.2	Journalistic Standards and Practices	All Media VP's	Standing Committees	September 2004	
1.3	ADVERTISING STANDARDS				
1.3.1	Objectives and Values	VP Business Development	Standing Committees	June 2006	2009-2010
1.3.2	Truth in Advertising	VP Business Development	Standing Committees	June 2006	2009-2010
1.3.3	Standards of Taste and Fair Representation	VP Business Development	Standing Committees	June 2006	2009-2010
1.3.4	Advertiser Identification	VP Business Development	Standing Committees	June 2006	2009-2010
1.3.5	Endorsement	VP Business Development	Standing Committees	June 2006	2009-2010
1.3.6	Program Integrity	VP Business Development	Standing Committees	June 2006	2009-2010
1.3.7	Language of Broadcast	VP Business Development	Standing Committees	June 2006	2009-2010
1.3.8	Advertising Directed to Children Under 12 Years of Age	VP Business Development	Standing Committees	June 2006	2009-2010
1.3.9	Advocacy Advertising	VP Business Development	Standing Committees	June 2006	2009-2010
1.3.10	Political Advertising	VP Business Development	Standing Committees	May 2005	2009-2010
1.3.11	Unacceptable Advertising	VP Business Development	Standing Committees	June 2006	2009-2010

SIGNIFICANT POLICIES

#	TITLE	VP RESPONSIBLE	COMMITTEE RESPONSIBLE	LAST REVIEWED BY BOARD	NEXT SCHEDULED REVIEW
1.3.12	Contests and Games of Chance	VP Business Development	Standing Committees	June 2006	2009-2010
1.3.13	Alcoholic Beverage Advertising	VP Business Development	Standing Committees	June 2006	2009-2010
1.3.15	Advertising Limits	VP Business Development	Standing Committees	June 2006	2009-2010
1.3.16	Provincial Regulations	VP Business Development	Standing Committees	June 2006	2009-2010
1.4	PUBLIC SERVICE ANNOUNCEMENTS				TBD**
1.4.1	Public Service Announcements	VP Communications	TBD*	January 1993	
1.5	FREE TIME POLITICAL BROADCASTS				
Intro	General Policy	VP Business Development	TBD*	March 2003	September 2008
1.5.1	Federal Party Free Time during Federal General Election Campaigns	VP Business Development	TBD*	March 2003	September 2008
1.5.2	Provincial Party Free Time during Provincial General Election Campaigns	VP Business Development	TBD*	March 2003	September 2008
1.5.3	Regularly Scheduled Federal Party	VP Business Development	TBD*	March 2003	September 2008
1.5.4	Regularly Scheduled Provincial Party	VP Business Development	TBD*	March 2003	September 2008
2.1	COMMUNICATIONS				
2.1.1	Communications	VP Communications	TBD*	October 1986	Nov. 2007 – Jan. 2008
2.1.4	Integrity of the Corporate Identification System	VP Communications	TBD*	March 1984	Nov. 2007 – Jan. 2008
2.1.5	Outside Requests for Information and Non-Broadcast Material	VP Business Development	TBD*	June 2004	TBD** (policy transferred to Gov't Relations)
2.2	HUMAN RESOURCES				
2.2.2	Employment Equity	VP Human Resources	Human Resources Committee	November 2002	2012
2.2.3	Conflict of Interest and Ethics	VP Human Resources	Human Resources Committee	June 2004	2009

SIGNIFICANT POLICIES

#	TITLE	VP RESPONSIBLE	COMMITTEE RESPONSIBLE	LAST REVIEWED BY BOARD	NEXT SCHEDULED REVIEW
2.2.4	Compensation	VP Human Resources	Human Resources Committee	March 2002	2012
2.2.6	Leave	VP Human Resources	Human Resources Committee	June 2007	2012
2.2.12	Departure	VP Human Resources	Human Resources Committee	September 2004	November 2007
2.2.14	Official Languages	VP Human Resources	Human Resources Committee	March 2002	2012
2.2.15	Harassment	VP Human Resources	Human Resources Committee	November 2002	November 2007
2.2.16	Occupational Health, Safety and Environment	VP Human Resources	Human Resources Committee	March 2002	2012
2.2.17	Political Activity	VP Human Resources	Human Resources Committee	January 2001	2012
2.2.18	Crisis Management	VP Human Resources	Human Resources Committee	November 2003	2008
2.2.20	Non-discrimination and Duty to Accommodate	VP Human Resources	Human Resources Committee	November 2006	2011
2.2.21	Code of Conduct	VP Human Resources	Human Resources Committee	November 2006	2011
2.3	FINANCE AND ADMINISTRATION				
2.3.2	Assets	VP Finance	Audit Committee	June 2004	May 2008
2.3.3	Capital Leases	VP Finance	Audit Committee	November 2003	May 2008
2.3.6	Procurement	VP Finance	Audit Committee	September 2005	September 2007
2.3.8	Delegation of Financial Authorities	VP Finance	Audit Committee	March 2004	September 2007
2.3.11	Fraud & Theft	VP Finance	Audit Committee	November 2003	January 2008
2.3.12	General Accounting and Reporting Guidelines	VP Finance	Audit Committee	June 2003	September 2008
2.3.17	Management of Foreign Currency Risk	VP Finance	Audit Committee	January 2007	September 2011
2.3.21	Revenue Recording and Reporting	VP Finance	Audit Committee	November 2003	January 2009

SIGNIFICANT POLICIES

#	TITLE	VP RESPONSIBLE	COMMITTEE RESPONSIBLE	LAST REVIEWED BY BOARD	NEXT SCHEDULED REVIEW
2.3.23	Travel Management	VP Finance	Audit Committee	January 2004	September 2007
2.3.25	Specialty Services	VP Finance	Audit Committee	June 2003	May 2009
2.3.26	Toronto Broadcast Centre	VP Finance	Audit Committee	June 2003	September 2009
2.3.29	Management of Investments	VP Finance	Audit Committee	January 2004	May 2011
2.9	CORPORATE SECRETARIAT				
2.9.2	Personal Information & Privacy Protection	VP General Counsel and Corporate Secretary	Governance Committee	December 2000	September 2007
2.9.3	Delegation of Signing Authority	VP General Counsel and Corporate Secretary	Audit Committee	September 2005	TBD**
2.9.4	Disclosure of Wrongdoings (Whistleblower Policy)	VP General Counsel and Corporate Secretary	Governance Committee	May 2007	TBD**
	ATI Policy	VP General Counsel and Corporate Secretary	Governance Committee	N/A (NEW)	September 2007

* To be determined in consultation with the President & CEO

**To be determined in consultation with SMC

Policies shown in shaded areas were designated as a significant policy on the date indicated. The Board did not review the Policy content on that date.

Audit Committee
(September 12, 2007)

Subject matter

Vision Project

Background

Vision Project Update Report to the Audit Committee

Information on the matter

N/A

For decision

For information

Prepared by

Name: Michel Maisonneuve, Deloitte & Touche LLP
Date: August 2007

Management recommendation

N/A

Last discussed at the Board

June 19, 2007, information item

Next steps

N/A



VISION PROJECT UPDATE

INTERIM AUDIT COMMITTEE REPORT

(For the period from May 10 to August 10, 2007)

August 2007

Confidential

Report Distribution

In accordance with the terms and conditions of the agreement signed between CBC/Radio-Canada and Deloitte & Touche LLP on January 22, 2007, this report shall be for CBC/Radio-Canada's informational purposes and internal use, its Board of Directors, the Auditor General, the Department of Heritage, and to any other government department in order to satisfy any official government request, and the Parliament of Canada to whom CBC/Radio-Canada is accountable, and is not intended to be and should not be used by any person or entity other than the CBC/Radio-Canada.

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**Pages 859 to / à 892
are withheld pursuant to sections
sont retenues en vertu des articles**

18(a), 20(1)(b)

**of the Access to Information Act
de la Loi de l'accès à l'information**

Audit Committee

September 12, 2007

s.18(b)

s.21(1)(b)

Subject matter

Risk Assessment:

Background

The attached provides an update of the
presented at the March 2007 Board meetings.

Information on the matter

See attached

For decision

For information



Prepared by

Name: Ray Carnovale
date: August 31, 2007

Management recommendation

n.a.

Last discussed at the Board

Date:
Decision made:

Next steps

**Pages 894 to / à 915
are withheld pursuant to sections
sont retenues en vertu des articles**

18(b), 21(1)(b)

**of the Access to Information Act
de la Loi de l'accès à l'information**

Audit Committee
(September 12, 2007)

Subject matter

Quarterly Internal Audit Report

Background

Regular Quarterly Report to the Audit Committee (from April 1 to June 30, 2007)

Information on the matter

N/A

For decision

For information

Prepared by

Name: Michel Maisonneuve, Deloitte & Touche LLP
Date: August 2007

Management recommendation

N/A

Last discussed at the Board

June 19, 2007, information item

Next steps

N/A



QUARTERLY INTERNAL AUDIT REPORT FROM APRIL 1 TO JUNE 30, 2007

August 2007

Confidential

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Executive Summary

Introduction

Internal Audit reports quarterly to the Audit Committee on the execution status of the fiscal 2007-2008 Audit Plan and on notable audit observations. This report is one of the Internal Audit department's key communications to the Corporation's Audit Committee. Its purpose is to highlight Internal Audit's activities and to assist the Audit Committee in discharging its responsibilities regarding controls by providing an overall assessment on the Corporation's controls, systems and management practices based on the results of audits completed for the period of April 1 to June 30, 2007.

Internal Audit Objectives

The main objective of the Internal Audit department is explicitly spelled out in the *Financial Administration Act*. As per the provisions of the Act, Internal Audit must assess whether the Corporation keeps books of account and records and maintains financial and management controls, information systems and management practices which provide reasonable assurance that:

- The assets of the Corporation are safeguarded and controlled;
- The transactions of the Corporation are in accordance with the *Financial Administration Act* and by-laws of the Corporation;
- The financial, human and physical resources of the Corporation are managed economically and efficiently; and
- The operations of the Corporation are carried out effectively.

Internal Audit Approach

To assess whether control objectives are met, each year Internal Audit carries out a broad range of audit projects. These include audits focused on the efficiency, effectiveness and economy of management processes, audits that primarily address financial controls, and audits in which we assess compliance with key corporate policies, regulations, legal, and administrative practices, as required. In each audit project, we conduct a risk assessment to determine the scope.

Internal Audit Activities – Overview and Conclusions

The 2007-2008 Internal Audit Plan approved by the Audit Committee in March 2007 included nine process audits, six special projects, and an unallocated budget of hours for special requests. In addition, 17 audits from the previous year were carried forward to 2007-2008.

Appendix I-A – “Internal Audit Dashboard as at July 31, 2007” provides the status of execution of **2006-2007** internal audit projects.

During the last quarter, nine projects were completed. Eleven reports and one management letter were issued. One report contained no notable observations.

Appendix I-B – “Internal Audit Dashboard as at June 30, 2007” provides the status of execution of **2007-2008** internal audit projects as well as the performance metrics.

Executive Summary (Cont'd)

Internal Audit Activities – Overview and Conclusions (Cont'd)

Projects carried forward from 2006-2007

Internal Audit reports issued:

Based on the results of our audits, we conclude that controls, systems and management practices in place to mitigate the business risks are:

- **ACCEPTABLE** (but require improvement) [under the rating system in effect at March 31, 2007]
- **EFFECTIVE** (few observations) [under the rating system in effect since April 1, 2007]
The internal control structure elements are effective and internal control objectives are met. There is specific identification of residual risks and exposure to the Corporation, and errors/non-compliance with procedure are classified as "Insignificant to Minor" in impact and/or "Unlikely to Possible" in likelihood. Follow-up actions can be addressed within existing levels of management authority.

for the following processes:

- Mobile Division, Phase II
-
-
-
-
- CEO/CFO Certification

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Based on the results of our audits, we conclude that controls, systems and management practices in place to mitigate the business risks are:

- **ACCEPTABLE** (but require improvement) [under the rating system in effect at March 31, 2007]
- **ACCEPTABLE** (several observations) [under the rating system in effect since April 1, 2007]
The internal control structure elements are effective and most internal control objectives are met. There is specific identification of residual risk and exposure to the Corporation, and errors/non-compliance with procedures are classified as "Minor to Moderate" in impact and/or "Possible to Almost Certain" in likelihood. Follow-up actions can be addressed within existing levels of management authority.

for the following processes:

- Succession Planning for the Managerial Staff
- Performance Management and Salary Review Process for Managers

Based on the results of our audit, we conclude that controls, systems and management practices in place to mitigate the business risks are:

- **ACCEPTABLE** (but require improvement) [under the rating system in effect at March 31, 2007]

for the following process:

- IT Security Risk Assessment, for the following applications:
 - the user access management within SAP and VIP;
 - change control within IMG.

Based on the results of our follow-up audit to the March 2006 Internal Audit report, we conclude that improvements have occurred in some areas but there is still room for improvement in other areas, for the following project:

- Facilities Management – ProFac: Follow-up to the March 2006 Internal Audit Report on the Compliance of Certain Clauses in the Contract between SNC-Lavalin ProFac and CBC/Radio-Canada

Management letter issued:

- Invoice and Service Clients, English Television

Executive Summary (Cont'd)

Internal Audit Activities – Overview and Conclusions (Cont'd)

The executive summaries of the reports containing notable observations can be found in Appendix II - "Notable Observations for the April to June 2007 Quarter". Each audit report was discussed with the managers responsible for the process and who have the authority to implement the recommendations. They have generally accepted the observations and recommendations and developed action plans to address them. Internal Audit will monitor these action plans on a regular basis through its follow-ups on recommendations.

In August 2007, at the request of the Corporation's Audit Committee, Internal Audit conducted an audit of the travel and hospitality expenses, for the period of April 1 to June 30, 2007, of the Acting Chairman and President and CEO totalling \$32,349. Audit procedures consisted of interviews and testing a sample of expense reports to ensure compliance with corporate policies and procedures. Although we have not noted anything material to be non-compliant with corporate policies and procedures, a management letter has been prepared.

General Assessment

Based on the results of audits completed between April 1 and June 30, 2007, we conclude that the Corporation maintained effective controls, systems and practices to provide reasonable assurance that the audit objectives, as outlined in the *Internal Audit Objectives* section, were met for the processes and projects reviewed.

Appendix I-A – 2006-2007 Internal Audit Dashboard as at July 31, 2007

Project	Not started	Planning	Fieldwork	Draft Report	Awaiting Comments	Final Report Issued this Quarter	Cancelled (C.) / Deferred (D.)
Process Audits 2006-2007							
Services Contracts			✓				
IT Security Risk Assessment						✓	
Mobile Division, Phase II						✓	
Whistleblowing Policy			✓				
Develop the Marketing Strategy						✓ ETV ✓ FTV	
Sell Commercial On-Air Time						✓ ETV ✓ FTV	
Invoice and Service Clients						✓ ETV	D, ✓ FTV
Manage Cash Flow and Treasury					✓		
Merchandising Division					✓		
Succession Planning						✓	
Performance Assessments & Remuneration						✓	
CEO/CFO Certification						✓	
Special Projects 2006-2007							
Vision : Operational & Financial Business Process for PSC					✓		
Vancouver Consolidation				✓			
St. John's Consolidation				✓			
ProFac – Follow-up Audit to the March 2006 Internal Audit Report						✓	
Special Requests 2006-2007							
Distributors, Merchandising Division			✓				
	0	0	3	2	3	11	1

Appendix I-A – 2006-2007 Internal Audit Dashboard as at July 31, 2007 (Cont'd)

Status of Audits and of Reports Awaiting Management Comments

Project	1	2	3	4	5	6	7	8	9	10	11
	Planned Fieldwork Start Date	Actual Fieldwork Start Date	Planned Fieldwork Completion Date	Actual Fieldwork Completion Date	Draft Issued Mgt Review & Agreement Date	Updated Draft - Mgt Agrees Observations Date	# of Work Days to Finalize Draft Col. 6 – 5	Mgt Comments Provided Date	# of Work Days Awaiting Mgt Comments Col. 8 – 6	Date Final Audit Report Issued	# of Work Days to Issue Final Report Col. 10 – 8
Services Contracts	March 06	March 06	June 07								
IT Security Risk Assessment	Jan. 07	Jan. 07	March 07	March 07	April 13, 07	May 17, 07	24	May 28, 07	6	June 28, 07	22
Mobile Division, Phase II	Jan. 07	Jan. 07	Feb. 07	Feb. 07	March 21, 07	March 21, 07	0	April 20, 07	20	April 30, 07	6
Whistleblowing Policy	Feb. 06	Feb. 06	June 07								
Develop the Marketing Strategy	Nov. 06	Nov. 06	March 07	March 07	March 30, 07 ETV & FTV	March 30, 07 ETV May 1, 07 FTV	0 ETV 20 FTV	April 23, 07 ETV June 28, 07 FTV	14 ETV 40 FTV	April 30, 07 ETV July 5, 07 FTV	5 ETV 4 FTV
Sell Commercial On-Air Time	Nov. 06	Nov. 06	Feb. 07	March 07	March 30, 07 ETV & FTV	March 30, 07 ETV May 1, 07 FTV	0 ETV 20 FTV	April 23, 07 ETV June 28, 07 FTV	14 ETV 40 FTV	May 23, 07 ETV July 5, 07 FTV	21 ETV 4 FTV
Invoice and Service Clients	Nov. 06	Nov. 06	Jan. 07	Feb. 07 ETV	March 16, 07 ETV	April 27, 07 ETV	28	April 27, 07 ETV	0 ETV	May 23, 07	17 ETV
Manage Cash Flow and Treasury	Feb. 07	Feb. 07	March 07	March 07	April 13, 07	July 25, 07	70				
Merchandising Division	Jan. 07	Jan. 07	Feb. 07	March 07	March 26, 07	April 3, 07	6	June 1, 07	40		
Succession Planning	Feb. 07	Feb. 07	March 07	March 07	April 10, 07 FN April 25, 07 EN	May 22, 07	29	June 12, 07	15	July 20, 07	26
Performance Assessments & Remuneration	Dec. 06	Dec. 06	Feb. 07	Feb. 07	March 19, 07 FN April 17, 07 EN	May 22, 07	43	June 12, 07	15	July 20, 07	26
CEO/CFO Certification	April 06	April 06	May 06	Jan. 07	March 29, 07	March 29, 07	0	April 27, 07	19	June 26, 07	41
Vision: Operational & Financial Business Process for PSC	April 06	April 06	April 06	May 06	August 10, 06	August 14, 06	2				
Vancouver Consolidation	Feb. 07	Feb. 07	March 07	March 07	May 31, 07						
St. John's Consolidation	Feb. 07	Feb. 07	March 07	March 07	May 31, 07						
ProFac – Follow-up Audit to the March 2006 Internal Audit Report	Nov. 06	Nov. 06	Jan. 07	Jan. 07	Feb. 9, 07	March 28, 07	33	May 22, 07	36	July 18, 07	39
Distributors, Merchandising Division	August 06	August 06	March 07	June 07							

Appendix I-B – 2007-2008 Internal Audit Dashboard as at June 30, 2007

OVERVIEW

Project	Cancelled / Deferred	Not Started	In progress		First Draft Report	Final Draft Report (Awaiting Mgmt Comments)	Final Report Issued this Quarter	Final Report Issued Previous Quarters	# of Work Days to Execute the Audit
			Planning	Fieldwork					
Process Audits 2007-2008									
Develop the Programming Schedule			✓						
Manage Program Rights			✓						
Manage Program Inventory			✓						
Manage Production Resources			✓						
Acquire, Develop & Deploy Systems – Change Management Processes		✓							
Identify & Manage Risks – IT Risk Management			✓						
IT Strategic Planning – Process Design Assessment / Significant Application Governance		✓							
Manage Employee Receivables			✓						
Follow-up on Recommendations	Phase I (Spring 2007)						✓		
	Phase II (Fall 2007)		✓						
Special Projects 2007-2008									
Acquire, Develop & Deploy Systems – OnAir Post-Implementation		✓							
Financial & Management Reporting – RDI, Newsworld, Galaxie, Country Canada		✓							
Manage Capital Project Implementation – St. John's, Newfoundland Consolidation Project		✓							
Corporate Governance – OAG Assistance & Special Examination Follow-Up				✓					
Identify & Manage Risks – Issues Management		✓							
Manage Legal & Ethical Issues – Access to Info. Legislation				✓					
Special Requests 2007-2008									
Review of the President & CEO's Travel & Duty Entertainment Expenses for the Period of:	January 1 to March 31, 2007								✓
	April 1 to June 30, 2007		✓						
	July 1 to September 30, 2007		✓						
	October 1 to December 31, 2007		✓						
Vision Project: Audit Committee Special Presentation–June 07							✓		
Vision Project: ETN Conversion			✓						
Vision Project: FTN Conversion			✓						
Vision Project: Additional Work Related to Project Extension				✓					
TOTAL	0	10	8	3	0	0	2	1	0

Appendix I-B – 2007-2008 Internal Audit Dashboard as at June 30, 2007 (Cont'd)

PERFORMANCE METRICS				
Project Completion				
	Target	2007-2008	2006-2007	2005-2006
Average work days to plan the audit	To be determined	--		
Average work days to conduct the fieldwork including preparation of the first draft report	To be determined	--		
Average work days to finalize draft report	To be determined	--		
Average work days to receive management comments	To be determined	--		
Average work days to issue final report	To be determined	--		
TOTAL		--		

AVERAGE CLIENT SATISFACTION SCORE		
	2007-2008	Previous Years
Actual:	--	4.13
Benchmark:	4.00	4.00
No of surveys sent:	--	77
No of surveys returned:	--	54
1	Not satisfied	
2	Partly satisfied	
3	Mostly satisfied	
4	Satisfied	
5	Very Satisfied	

s.18(b)
s.20(1)(b)

Appendix I-B – 2007-2008 Internal Audit Dashboard as at June 30, 2007 (Cont'd)

PROJECT DETAILS

s.20(1)(b)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Project	Planning Start Date	Fieldwork Start Date	# of Work Days to Plan the Audit (Col. 2-1)	First Draft Issued Mgmt Review & Agreement Date	# of Work Days to Complete the Fieldwork (Col. 4-2)	Final Draft - Mgmt Agrees Observations Date	# of Work Days to Finalize Draft (Col. 6-4)	Mgt Comments Provided Date	# of Work Days Awaiting Mgmt Comments (Col. 8-6)	Date Final Audit Report Issued	# of Work Days to Issue Final Report (Col. 10-8)	Budget Hours	Actual Hours	Explanation of Variance
Process Audits 2007-2008														
Develop the Programming Schedule	April 16, 07													
Manage Program Rights	April 16, 07													
Manage Program Inventory	May 14, 07													
Manage Production Resources	May 14, 07													
Acquire, Develop & Deploy Systems – Change Management Processes														
Identify & Manage Risks – IT Risk Management	April 16, 07													
IT Strategic Planning – Process Design Assessment / Significant Application Governance														
Manage Employee Receivables	April 16, 07													
Follow-up on Recommendations	Phase I	April 18, 07	May 2, 07	May 28, 07		May 31, 07		N/A	N/A	May 31, 07	0			
	Phase II	Oct. 07												
Special Projects 2007-2008														
Vision Project: Acquire, Develop & Deploy Systems – OnAir Post-Implementation														
Financial & Management Reporting – RDI, Newsworld, Galaxie, Country Canada	August 07													
Manage Capital Project Implem. – St. John's, NL Consolidation Project														
Corporate Governance – OAG Assistance & Special Examination Follow-Up	April 2, 07	May 7, 07												
Identify & Manage Risks – Issues Management														

* Reallocation

Appendix I-B – 2007-2008 Internal Audit Dashboard as at June 30, 2007 (Cont'd)

PROJECT DETAILS (CONT'D)

Project	1 Planning Start Date	2 Fieldwork Start Date	3 # of Work Days to Plan the Audit (Col. 2-1)	4 First Draft Issued Mgmt Review & Agreement Date	5 # of Work Days to Complete the Fieldwork (Col. 4-2)	6 Final Draft - Mgmt Agrees Observations Date	7 # of Work Days to Finalize Draft (Col. 6-4)	8 Mgt Comments Provided Date	9 # of Work Days Awaiting Mgmt Comments (Col. 8-6)	10 Date Final Audit Report Issued	11 # of Work Days to Issue Final Report (Col. 10-8)	12 Budget Hours	13 Actual Hours	14 Explanation of Variance
Special Projects 2007-2008 (Cont'd)														
Manage Legal & Ethical Issues – Access to Inform. Legislation	April 23, 07	May 14, 07												
Special Requests 2007-2008														
Unallocated [1,400-1,325=]														
President & CEO's Travel & Duty	Jan.-March 07	April 16, 07	April 16, 07	N/A		N/A		N/A		May 14, 07				--
Entertainment Expenses	Apr.-June 07	July 07												
	July-Sept. 07	Oct. 07												
	Oct.-Dec. 07	Jan. 08												
Vision Project: Audit Committee Special Presentation – June 2007	May 14, 07	May 17, 07		May 23, 07		May 31, 07		June 4, 07		June 15, 07				
Vision Project: ETN Conversion	May 15, 07													
Vision Project: FTN Conversion	May 15, 07													
Vision Project: Additional Work Related to Project Extension	April 23, 07	April 23, 07												
Management														
General Administration														
2008-2009 IA Plan														
Management and Audit Committee Reporting														
<ul style="list-style-type: none"> Monthly Quarterly Vision Project Update 								s.20(1)(b)						
TOTAL / AVERAGE														

Month / Billed Hours:	
April	445
May	978
Jun	726

Appendix II - Notable Observations for the April to June 2007 Quarter

Mobile Division, Phase II

Background

Among other things, the Mobile Division is responsible for coordinating and providing mobile services for the Corporation. The Division also attracts and solicits external sales for the trucks when excess internal capacity exists. The Division advertises its mobile trucks in trade magazines, trade shows and conventions to raise awareness of CBC/Radio-Canada's ability to provide external clients with full production capabilities. In addition, the Division has contracted an external agency, PDA Agency Inc. (PDA), since October 2004 to solicit the majority of external sales for the Mobile Division. PDA utilizes its relationship within the production industry to attain business for the Mobile Division. CBC/Radio-Canada pays PDA a commission of 10% on all regular sales. External clients rent mobiles for various purposes; some clients request the basic mobile, while some clients request a full turn-key operation, including additional equipment and full production crew, from the Corporation.

The Mobile Division also conducts business with its competitors, Dome and MVP. CBC/Radio-Canada and Dome have a reciprocal rate card that they use to assign prices to the mobiles that they rent to each other. CBC/Radio-Canada rents from Dome in the case of booking conflicts and to maintain/encourage relationships with both internal and external clients.

Audit Scope

The scope for Phase II included a review of the current practices and controls in place as documented during the Phase I audit in January 2006. As a result of our risk assessment, our Phase II review focused on external contracts signed and services delivered in Q1 – Q3 of the 2006-07 fiscal year and:

- Reviewed contract management for external clients, including legal review, scorecards used for operational quality and performance, financial metrics used and client satisfaction feedback;
- Reviewed and analysed accuracy of the methodology used to forecast external demand for mobile units;
- Reviewed cost and revenue drivers for external clients with focus on appropriate recognition of costs and revenues in the financial records of the Corporation;
- Reviewed pricing and discount structures for external clients;
- Reviewed the business and financial risks related to rental invoicing. This included management's processes to ensure compliance with the terms of the contracts and reconciling to reports of actual rentals from ScheduALL and SAP.

Positive Practices

- The launch of the HD mobile (Premiere) was such a success, with extensive utilization from both internal and external clients, the Division is currently in the process of building a second HD mobile (Encore).
- The Division consists of a group of personnel who work well together and, collectively, display a wide range of knowledge and experience. For example, the engineers-in-charge have been working with their trucks for many years.
- The Division has an external website which lists all of the mobiles, their locations, specification, and their production capabilities. This website has been designed so that third parties interested in renting mobile production resources can easily determine if and what resources the CBC/Radio-Canada can provide. The Division has also created a DVD advertisement of the services it offers to external clients. The DVD is distributed at conventions and trade shows to encourage business for the Corporation.

Appendix II - Notable Observations for the April to June 2007 Quarter (Cont'd)

Mobile Division, Phase II (Cont'd)

Positive Practices (Cont'd)

- The Division contracts an external agency to solicit the majority of external rentals. The agency has significant relationships and networks in the production industry and is able to bring the Corporation considerable business.
- External users provide positive feedback on the performance of the CBC/Radio-Canada's mobile production assets, which results in clients repeatedly renting mobiles from the Corporation.

SUMMARY OF OBSERVATIONS AND RECOMMENDATIONS	MANAGEMENT COMMENTS
Contract management	
<p>During our review, it was noted that sales contracts are infrequently used. In all of the rentals sampled, the Division has entered into deals on a very informal basis, including orally and done on a "handshake". The Mobile Division needs to use the sales contract in all circumstances when entering into external sales. In addition, the Division should review all the current informal short and long-term agreements and formalize these using the sales contracts. The Division should work with, and seek advice from, the Legal Department to obtain contract approvals, create and/or tailor contracts to fit certain types of rental agreements, etc.</p>	<p>The current contract is a cumbersome and intimidating document. Using it would slow down or in worst cases hinder our ability to sign external events. Presently, the client signs off on the estimate or submitted bid for the production. We will be seeking a summarized one-page (shorter) version to use and will once again seek the support of the Legal Department to get this created.</p>
Customer credit checks	
<p>The Mobile Division conducts business with various independent producers as well as with its competitors. Credit checks for new and/or existing customers are not currently conducted, exposing the Division and the Corporation to customer defaults on their payments and loss of revenues. The Mobile Division needs to perform credit checks, prior to confirming the rental, on all new external customers to CBC/Radio-Canada. In compliance with Corporate Policy 2.3.7, "credit must be approved in advance before [the Corporation] can extend credit to a client." The Division should assign credit limits based on each customer's creditworthiness and history with the Corporation. Further, credit limits for existing customers need to be "monitored on an ongoing basis, and as a minimum, reviewed at least once every three years to determine whether adjustments are required."</p>	<p>The production industry is quite a small community and past reliability can and is often available through word-of-mouth. Also, since the industry is a close-knit community, clients rarely default since their reputations would stay with them making future dealings with any mobile provider difficult. The Division is very involved in instances where the aging of accounts becomes an issue. In rare cases where information cannot be found, the Division may ask for a credit check. To date, we have not lost any revenues due to bad debt. The recommendation is noted and the Division will comply with Policy 2.3.7 by enlisting the aid of Finance Toronto.</p>
Standard and reciprocal rate cards	
<p>We obtained copies of the standard rate cards for mobile trucks currently used for external rentals and noted that they do not specify an effective date or when they were last updated. This makes it difficult to determine whether the rates used for external rentals are in sync with the current market rates. The Division should assess external rate cards to ensure that they are current and up to date with market trends. In addition, rate cards should specify the effective date of use and when the last update was done. It is also important for the Division to review the reciprocal rate card with Dome Productions to appropriately reflect any required changes such as rates, mobiles, etc. All rate cards should be maintained and reviewed at least on a quarterly basis or more frequently as deemed necessary.</p>	<p>Rate cards are mostly up to date; however, we will ensure that all the rate cards are current and up to date. These will be reviewed and updated at least on a quarterly basis or more frequently as deemed appropriate.</p>

Appendix II - Notable Observations for the April to June 2007 Quarter (Cont'd)

Mobile Division, Phase II (Cont'd)

SUMMARY OF OBSERVATIONS AND RECOMMENDATIONS	MANAGEMENT COMMENTS
External client proposal	
<p>During our review, we compared the original proposed price to the final amount invoiced to the client and noted that five out of the six agreements had differences. Upon further investigation, no explanation or supporting documentation could be obtained for three out of the five differences noted. Additional costs incurred and charged to the client after the initial agreement are not formally tracked or documented in all cases, which makes it difficult to determine the accuracy of actual costs incurred, amount billed, and revenue recognized. The Mobile Division needs to ensure that all subsequent adjustments to the proposal price are approved by the Director of Mobile Division prior to billing the customer. In addition, the Mobile Division needs to have a standardized proposal document that is prepared to propose a price for each rental with an external client. Adjustments to the price will subsequently be noted on the document to accurately track the initial proposal and the final amount billed to the client.</p>	<p>Proposals and final invoices will rarely match exactly. Variances are often due to added equipment, crew and/or incurred overtime. Final adjustments to the original proposals are often made. We agree that what is lacking is a formal process to document what the changes for the invoice are. We will be documenting these changes from now on by stating the reason for adjustments on the billing requests to A/R.</p> <p style="text-align: right;">s.18(b) s.20(1)(b)</p>
Transfers from ScheduALL to SAP	
<p>During our review, we compared the summary of total costs recorded in ScheduALL to the non-budgetary costs for the WBS in SAP to ensure that transfer of costs from ScheduALL were complete and accurate. For approximately 50% of our samples tested, the non-budgetary costs in ScheduALL did not match the non-budgetary costs in SAP.</p>	<p>The Division will examine differences by reconciling ScheduALL values to SAP non-budgetary values, and will also determine what deletion restrictions can be implemented. Any discrepancies will be brought to light to the ScheduALL/SAP people to determine causes and subsequent remedies.</p>
Contract with	
<p>A significant proportion of external sales are generated through _____, owned and operated by an external salesperson contracted by the Mobile Division. Since _____ is such a significant contribution to the external sales process, Internal Audit reviewed the CBC/Radio-Canada's contract agreement with _____. The contract expired September 30, 2006 and _____ continues to provide services for the Mobile Division, but a written renewal or new contract has not been issued to date. Management of the Mobile Division needs to take immediate action and issue a new contract to secure the agreement with _____. In the future, the contract should be updated and renewed on a timely basis.</p>	<p>A new contract with _____ has been issued and signed by both parties.</p>
<p>_____</p>	

Appendix II - Notable Observations for the April to June 2007 Quarter (Cont'd)

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Mobile Division, Phase II (Cont'd)

SUMMARY OF OBSERVATIONS AND RECOMMENDATIONS	MANAGEMENT COMMENTS
Policies and procedures manual	
<p>The Mobile Division created a policies and procedures manual to outline important characteristics of the Division. During our review, it was noted that there are no guidelines established on the maintenance of this manual to ensure that it is kept current and up to date. The Division should identify an individual who will be accountable to centrally maintain the policies and procedures manual to ensure accuracy, relevancy and completeness. Any changes or updates to be included in the manual should be reviewed and approved by Mobile Division's Board Chairman, as well as the Director of Mobile Division.</p>	<p>Reviews and revisions to the policies and procedures manual will be done on an annual basis.</p>

**Pages 932 to / à 940
are withheld pursuant to section
sont retenues en vertu de l'article**

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**of the Access to Information Act
de la Loi de l'accès à l'information**

Appendix II - Notable Observations for the April to June 2007 Quarter (Cont'd)

CEO/CFO Certification

Background

As a result of corporate scandals brought on, in part, by a lack of internal controls over financial reporting (ICFR), the United States passed the Sarbanes-Oxley Act in 2002. Canadian public companies are also subject to continuous disclosure and corporate governance obligations in order to protect investors by providing consistent and accurate methods of reporting financial information. Although the CBC/Radio Canada is not legally required through legislation to comply with the Canadian rules for CEO/CFO certification, the Treasury Board of Canada Secretariat (TBS) recently released its report on Crown corporation governance. In their report, TBS stated that the government supports the use of a certification regime and will examine, in consultation with Crown corporations, the development of a certification regime that would be applicable to all Crown Corporations. While the TBS report did not specify certification requirements, it did make reference to private sector certification regulations, such as the United States' Sarbanes-Oxley Act of 2002 and the equivalents issued by the Canadian Securities Administrators. To demonstrate that the CBC/Radio Canada is a well-managed company, management is being proactive in evaluating the effectiveness of current internal controls in place within the organization.

The approach for the assessment of internal controls involves planning and scoping, documenting controls, evaluating design and operating effectiveness, identifying and correcting deficiencies and reporting on internal controls. To assist with managing this project, the Corporation has implemented a project team structure that includes a project executive leader and sponsor (CFO), a Steering Committee with relevant representatives from throughout the organization, a project manager, coordinators, a subject matter expert firm, and a documentation and evaluation team.

Before the project commenced, the project manager created an overall project time frame, which has been subsequently updated with changes in the project's status. The results of the project are reported quarterly to the Audit Committee.

Audit Scope

The scope included a consultative review of the project's activities at Corporate, Toronto and Montréal Finance and Administration. Our work focused particular attention on identifying opportunities to improve the following:

Project Charter, Steering Committee and Reporting Effectiveness – Review of project charter and plan to determine adequacy considering the Treasury Board rules for Crown corporations; level of oversight and guidance from the Steering Committee. Internal Audit focused on the accuracy and effectiveness of reporting to stakeholders (i.e., Audit Committee of the Board and Senior Management Committee).

Scoping Assessment – Review of scoping activities to determine the appropriateness of the project scope given CBC/Radio-Canada's current and anticipated business activities and identified ICFR risks. Internal Audit evaluated the appropriateness of process and account scoping.

Documentation Standards, Repository and Quality Assessment Process – Review of the current project documentation standards focusing on the consistency of project documentation and its ability to describe the current business processes and ICFR; examination of the process to create, review, approve and catalogue business process and ICFR documentation; and review of the Quality Assessment process to validate

Appendix II - Notable Observations for the April to June 2007 Quarter (Cont'd)

CEO/CFO Certification (Cont'd)

Audit Scope (Cont'd)

documentation standards are being met, deficiencies are identified, and remediation is being conducted and acted upon in a timely manner.

Operational Effectiveness Assessment – Examination of the plans to develop and execute the operational effectiveness testing of the internal controls identified during the documentation process in order to provide recommendations to assist the project team on a go-forward basis.

Control Rationalization – Review of the key control selection criteria to validate that the number of key controls is adequate while reflecting the need for efficient testing, reporting and project management.

Project Sustainability – Provide advice to assist CBC/Radio Canada with the conversion of the current CEO/CFO certification efforts from a “one time project” to a sustainable, repeatable and ongoing annual assessment and certification process that takes into account business and process changes and redesign.

Positive Practices

Project charter, Steering Committee and reporting effectiveness – The CBC/Radio Canada’s management has been proactive and supportive in the initiative to assess current internal controls in the Corporation. This is evidenced by specific communication from the CEO and CFO to the Corporation’s managers over the course of the last two years.

The results of the Diagnostic Benchmarking survey indicate that the project team has a higher than average level of confidence and clarity of the Objectives and Organization of the Certification Program. This is evidenced by a clear and concise project charter, mandate, and a dedicated project team structure for the project.

Scoping assessment – The Steering Committee and key financial management undertook a risk and scoping exercise in 2004 to identify the key processes and locations in the scope for certification of ICFR. The original scope has been partially updated in 2005 and 2006.

Documentation standards, repository and quality assessment process – The project team completed training of coordinators and documentation team members, developed documentation standards and templates, and established, with the external subject matter expert service provider, an effective Quality Assurance (QA) process.

Control rationalization – As part of the QA process, and in response to the evolving practices in the US and Canada, the team reviewed existing documentation of controls to reassess key controls to enhance the design and efficiency of the eventual testing and remediation processes that are to be completed in 2007.

Project sustainability – While conversion “from project to process” for the certifying ICFR is not yet complete, the project team manager has been exploring the best practices in the marketplace and looking at the options for leveraging the MySAP upgrade to develop and design an efficient process for the future.

Appendix II - Notable Observations for the April to June 2007 Quarter (Cont'd)

CEO/CFO Certification (Cont'd)

SUMMARY OF OBSERVATIONS AND RECOMMENDATIONS	MANAGEMENT COMMENTS
<p>The observations were a result of Internal Audit's review of the current process in place to address the CEO/CFO internal controls certification initiative. As the Corporation has another professional services firm acting as the subject matter expert in this project, these observations were intended to assess the objectives of the project and to provide guidance on the overall project's progress and possible opportunities for efficient success in the initiative.</p>	
<p>Project charter, Steering Committee and reporting effectiveness</p>	
<p>The CEO/CFO certification project manager created a project time frame prior to the project starting. The reforecasted completion dates (as of the report to the Audit Committee in February 2007) may not allow enough time to adequately complete the ICFR control design and remediation by the 2007 deadline. The budget should include a column called "Forecast to Complete" that shows the estimated costs and hours at completion of the phase and not just at the current point in time against the total budget.</p>	<p>On a sustained basis, the majority of the resources for ongoing maintenance of documentation and testing to support an eventual certification will come from the operating budgets of various business departments, such as CTO for general computer controls maintenance and testing. Plans are being developed by May 2007 for the testing and remediation phase of the project and with these plans, budget estimates of "forecast to complete" will be reported to the Steering Committee and the Audit Committee.</p>
<p>Scoping assessment</p>	
<p>CBC/Radio-Canada completed a scoping assessment exercise in 2004. It has not been formally updated since then. We recommend that the project team update the 2004 scoping assessment annually to adjust for changes in risk in order to maximize the value obtained from it and to minimize the cost of certification. Case studies over the past two years have indicated that significant percentages of labour and costs can be reduced through realignment of the scope each year.</p>	<p>The risk assessment was done at a point in time to scope and complete the project. Some areas have been adjusted for business changes. All risk and financial account scoping assessments will be updated in converting to a sustained process for evaluating internal controls after fiscal 2007-08.</p>
<p>Documentation standards, repository and quality assessment process</p>	
<p>The documentation produced by the project team is thorough, reviewed for QA against the documentation standards and stored on shared drives accessible to the project team. However, it is very detailed, especially the process narratives. The project team, having completed a control rationalization process, should identify narratives that can be reduced in length, depth and detail to match the concise nature of key and complementary control activities to reduce future maintenance time and expense in the sustained process. Additionally, a business case for identifying the potential cost or benefit for documentation and controls automation tools should be undertaken.</p>	<p>During the testing and remediation phase that is currently ongoing and to be completed by September 2007, narrative descriptions are being updated to reflect the current processes. Updated control matrices and process narratives are identified as official version and stored on a secure directory. As the project evolves to process, process narratives will be reviewed as required and updated for process changes as well as to reduce in length, depth and detail.</p>
<p>Project sustainability</p>	
<p>Generally, public companies are now seeking ways to reduce the costs of compliance in a way that supports full compliance with a sustainable long-term approach. CBC/Radio-Canada recognizes that it should move from a project basis, where people have been seconded from other roles or hired on a contract basis, to an environment where certification is a process within the management operations and financial administration. However, the plan for doing so is currently in the exploratory phases and needs to be better defined in the coming months. We recommend that CBC/Radio-Canada set a deadline for preparing and presenting a sustainability plan to the Steering Committee and Audit Committee that includes roles and agreement from Network Finance management, key senior management in production and programming and Internal Audit.</p>	<p>The responsibilities for sustaining the certification process will be part of the role of the Director of Policy and Internal Control. A one-page concept document has been prepared by the project team manager regarding a sustainability plan and has been presented for the review and discussion with the CFO. A plan for sustainment activities along with cost will be prepared by July 31, 2007 and the move from project to process will occur once initial testing and remediation is completed in September 2007.</p>

Appendix II - Notable Observations for the April to June 2007 Quarter (Cont'd)

Succession Planning for the Managerial Staff

Background

Performance management and succession planning are two key objectives of the 2007-2008 Business Plan – Human Resources (HR) as defined below:

1. Leadership & Management Development
 - The leadership competency profile will form the basis of HR and management business processes for CBC/Radio-Canada;
 - Revised succession planning “process” to be implemented, communicated and relevant tools developed.
2. Performance & Accountability
 - Continue to develop and define the HR e-strategy toward supporting performance and accountability across the organization – outcomes expected for 2008.

The 2000 June OAG Special Examination Report mentioned that the succession planning process of the CBC/Radio-Canada management implemented in 1997 was generally consistent with good management practice. It also mentioned that efforts were being made to extend it to staff at all levels.

The 2005 November report confirmed that more efforts needed to be devoted to succession planning. The nature and extent of succession planning was varying but its importance was recognized for managerial, supervisory and highly skilled jobs. The Board of Directors was given an update in September 2004 on the status of succession planning including what had been achieved and what needed to improve. The update identified the need for better linking of performance management, leadership/management development, and succession plan. The identification of desired competencies and the development of training were recommended in this report.

Executive Management Succession Program

The purpose of the *Executive Management Succession Program* is to identify key positions in the Corporation and determine which among them are more critical and require successors to be identified on a priority basis. This program names 104 key and/or critical senior management positions, namely the positions of president, vice-president, and direct reports to the vice-presidents. The program is designed to give each president and vice-president a succession chart with the names of potential successors and their direct subordinates. This chart must be reviewed annually and forwarded to the centre of expertise for leadership development.

The Senior Management Committee (SMC) meets once a year to discuss succession, the career and development plans for successors and key employees, as well as the contingency plans developed by the various units.

Succession Charts

The *Executive Management Succession Program* mainly provides succession charts that help determine position- and individual-related risks and identify successors. They are defined and revised in accordance with the guidelines issued by the centre of expertise for leadership development.

Appendix II - Notable Observations for the April to June 2007 Quarter (Cont'd)

Succession Planning for the Managerial Staff (Cont'd)

Background (Cont'd)

Succession Charts (Cont'd)

- *Step 1: Analysis of position- and individual-related risks*

A color is assigned to each of the 104 key positions depending on the risks associated with the position and another color is assigned depending on the risks associated with the incumbent. Three colors are used: red to denote high risk, blue to denote medium risk, and purple to denote low risk. Position-related risks are identified based on the impact a vacant position would have on the Corporation, while incumbent related risks are identified based on the individual's health, competence, and potential for internal promotion or external raiding from outside the Corporation.

- *Step 2: Identification of successors*

Short and long-term successors should be identified. Short-term successors are those who could fill a position on an interim basis. Long-term successors are those who require some development to be able to fill a position in the near future.

Succession planning initiatives

November 2006: A member of the centre of expertise for leadership development gave a presentation on "Succession Management: Building Capacity at CBC/Radio-Canada" to the SMC. The goal was to present the *CBC/Radio-Canada leadership competencies model* and its relationship to training and development, performance management, and succession planning. The presentation also outlined the Corporation's current and ideal situation in terms of succession planning.

February 2007: The senior vice-president of Human Resources gave a presentation on "Operationalizing Succession Management" to the SMC. The presentation described the expanded succession planning program, including the scope of the new program, the annual succession planning cycle, its tie-in to performance management and business processes, and pending steps. This program is currently being implemented.

February 2007: Marked the start of meetings organized by HR business consulting managers with the vice-presidents and executives at the head of large units in order to review each unit's organizational efficiency, identify high-potential employees, evaluate loyalty-related risks, identify skills to develop, and discuss follow-up with under-achieving employees in view of their development and actions to take. The "Succession Management Process: Senior Management Review, Risk Assessment & Action Planning" questionnaire is used for this evaluation.

Audit Scope

Our audit encompassed the systems, practices, and controls in place in the English and French networks as well as in the corporate components. It covered the following activities:

- The identification of key positions and competencies;
- The identification of potential successors and the assessment of their competencies;
- The development plans of the potential successors;
- The tools used for succession planning; and
- The roles and responsibilities of the people involved in the process.

Appendix II - Notable Observations for the April to June 2007 Quarter (Cont'd)

Succession Planning for the Managerial Staff (Cont'd)

Audit Scope (Cont'd)

To help us evaluate the effectiveness of controls and identify areas for improvement, our audit compared the practices used at CBC/Radio-Canada with best succession planning practices.

This audit does not address initiatives currently being implemented because the program has just been launched and, consequently, we cannot verify compliance with it.

Positive Practices

- The *Executive Management Succession Program*, which aims to identify successors for 104 key and/or critical positions and determine position- and incumbent-related risks, shows that the Corporation has started planning for senior management succession.
- The succession planning initiatives undertaken since November 2006 by the centre of expertise for leadership development and HR business consulting managers are designed to better structure the succession planning program and broaden the scope of targeted managers.
- The use of various measures to develop successors—notably participation in diverse projects, introduction to various environments, work placements, structured training, coaching, mentoring, temporary replacements, duty swaps, participation in key committees, temporary assignments, the Niagara Institute’s leadership development program, etc.—is an optimal way to acquire the necessary skills and expertise.
- The signing of agreements by some executives with outside partners (e.g., specialized headhunters, professional associations, advisory services, outsourcers and universities) in order to ensure a pool of potential successors.

SUMMARY OF OBSERVATIONS AND RECOMMENDATIONS	MANAGEMENT COMMENTS
<p>Scope of the succession planning program</p> <p>We have noted that the Corporation has not defined a succession planning program for all management positions below the level of vice-presidents’ direct reports. However, we have been informed of an initiative to expand the scope of this process to the MB8 level and above. Since all key and/or critical management positions are not included, there is a major risk associated with not having a contingency plan, which could negatively impact the Corporation’s operations when a position is vacant. The scope of the Executive Management Succession Program should therefore be expanded to include all management levels.</p> <p>In addition, the Corporation should do an in-depth analysis of its future needs in terms of skills and personnel (e.g., over a five-year horizon). It should also evaluate market trends and the possible risks of a shortage of people or skills and define action plans, if necessary, to correct the situation (e.g., concluding agreements with universities and creating specific training programs at CBC/Radio-Canada, etc.).</p>	<ul style="list-style-type: none"> ▪ Historically, succession management had in its scope Senior Management Committees (SMC) positions, incumbents and candidates. The focus was primarily on succession planning and risk assessment. ▪ Late last year, as part of planning national priorities for HR, we agreed succession management would be a part of our functional focus for 2007-2008.

Appendix II - Notable Observations for the April to June 2007 Quarter (Cont'd)

Succession Planning for the Managerial Staff (Cont'd)

SUMMARY OF OBSERVATIONS AND RECOMMENDATIONS	MANAGEMENT COMMENTS
<p>Career planning</p>	
<p>We have observed that there are no documented career plans and that successors' interest in moving up in the organization, taking on new responsibilities and/or diversifying their professional experience are not discussed formally at the Corporation. If successors' interest is not confirmed, there is a risk that the individuals may not be interested in the position or its regional location or that they will leave the organization because they are not aware of the Corporation's career plans for them. For that reason, the Corporation should formally confirm successors' interests as well as develop documented career plans for them, and even for all management personnel, in order to encourage them to openly discuss their career aspirations and development needs. A section related to career management should also be added to the PMD form for management personnel.</p>	<ul style="list-style-type: none"> ▪ In its scope, we have included all management levels down to and including MB8. ▪ Key focus is on rigour in selecting candidates and defining development plans in order to improve the robustness of our plans. ▪ We have begun rolling out our revised process through SMC and their direct reports.
<p>Skills development</p>	
<p>We did not find any evidence that professional development needs are formally evaluated or that duly documented development plans are established for successors. The lack of development plans poses a major risk because successors may not develop the skills and expertise needed to rapidly take up the specified duties, which could negatively impact the Corporation's productivity. Potential candidates—or even all management personnel—should therefore be evaluated in order to determine the skills to be developed and establish a formal development plan that is tailored to the manager's individual needs in relation to the Corporation's requirements. Development plan follow-up should be integrated into the performance management process.</p>	<ul style="list-style-type: none"> ▪ Our challenge will be to clarify our process and develop process plan and documentation to ensure consistency of application. ▪ Furthermore, a series of HR processes must clearly identify integration points with succession management, which are: recruitment, performance management, job evaluation, diversity and management development.
<p>Tools related to the succession management program</p>	
<p>We have noted that, based on best practices in this field, certain tools are missing from the current succession planning process. There are no detailed skill profiles for key and/or critical positions in order to ensure that potential candidates' skills match the skills and expertise needed for the position to be filled. In addition, there is no application submission process and form to ensure a selection based on the position's essential criteria. There is also no candidate confirmation process and form to ensure that the best successors are identified and that no candidates are overlooked. Those tools should be developed so that it is easier to identify potential candidates, select the best replacements by giving every management employee an equal opportunity for advancement, guide managers in choosing candidates, and standardize communications relating to the program.</p>	<ul style="list-style-type: none"> ▪ Succession management is a strategic issue requiring a constant support to generate candidates. ▪ This internal audit is timely and will enable us to improve our efforts over the next 18 months.
<p>Communication and documentation</p>	
<p>We have observed that managers are not well informed about current or future succession-planning initiatives and that few possible forums exist for discussing succession between networks, departments and even teams within the same department. In addition, we have noted that the documentation for the Executive Management Succession Program is not very detailed and should be made more comprehensive so that the criteria involved in identifying risks for the position and the individual, the roles and responsibilities of the various parties involved and the program in general can be better understood.</p> <p>A communications strategy should be developed in order to make executives aware of the succession planning program and the importance of developing management personnel, as well as to inform them about initiatives under way. The existing documentation should be revised so that it more clearly explains the succession planning program and process and is integrated with other HR programs (recruitment, promotion, performance management). Lastly, formal forums should be considered so that discussions about succession are possible on a regular, ongoing basis.</p>	

Appendix II - Notable Observations for the April to June 2007 Quarter (Cont'd)

Performance Management and Salary Review Process for Managers

Background

Performance management and succession planning are two key objectives of the 2007-2008 Business Plan – Human Resources (HR).

The 1995 June OAG Special Examination Report mentioned that the Corporation had not adopted an official performance review and assessment program, and that this deficiency was the source of unresolved, undocumented performance issues that undermined the organization's cost-effectiveness.

The 2000 June report mentioned that the Corporation had made significant strides in improving the effectiveness of its management processes, particularly in the area of human resource management. It went on to say that critical HR processes, such as annual objectives and performance assessments for staff, had been introduced or reinforced.

The 2005 November report found that while performance objectives were established and that performance was reviewed against objectives, more rigour was needed in the process to help ensure that all objectives were addressed in performance assessments. The two employee surveys in 2001 and 2003 revealed that the performance management process still had room for improvement, including the need to clarify the purpose and use of the performance management tool.

The Performance Management and Development Program (PMD) for executives and managers was implemented in 1998 throughout the Corporation. Since November 2000, efforts have been made to extend this program to all staff. Performance management was then negotiated with each union, leading to the adoption of various PMD processes and tools. There is currently a desire to standardize PMD processes and tools for executives, managers, and staff.

Description of the PMD process

Executives and managers are responsible for implementing the PMD in their component or unit. Managers are accountable for the PMD process and must report on it. The steps of the process are presented below.

- *Step 1: Objectives setting and cascading*

Every year in January, executives start the PMD process by developing a business plan outlining their component's vision and priorities. Component business plans must have received final Board approval no later than May 31.

Objectives are then cascaded, starting with the executive director of components. Each hierarchical level must meet the deadlines in order to facilitate the linking of objectives down to employees.

Managers use objectives developed by executives and their superiors to write their own individual objectives, which are documented in the PMD form.

Managers then present their individual objectives and performance indicators to their superior in a validation meeting. During this meeting, managers obtain their superior's comments regarding these objectives. The superior requests any necessary changes and approves the objectives. The objectives are the subject of an agreement between managers and their superior at the start of the year.

Appendix II - Notable Observations for the April to June 2007 Quarter (Cont'd)

Performance Management and Salary Review Process for Managers

Background (Cont'd)

Description of the PMD process (Cont'd)

Individual objectives may also need to be specified in other situations, e.g., when a new employee is hired or a current employee is transferred to another department.

- *Step 2: Mid-year review*

A mid-year review is scheduled to allow superiors to provide feedback on manager performance. Adjustments to individual objectives may also be made, as needed. This meeting may be held at mid-year or quarterly.

- *Step 3: Year-end review and feedback*

At the end of the PMD cycle, i.e., by the end of March or April depending on hierarchical level, a year-end review is scheduled for the purpose of providing feedback on performance and determining the performance rating that will be used to obtain the salary adjustment and calculate any performance bonus. Managers generally prepare a self-evaluation of their objectives before meeting with their superior. However, superiors are responsible for determining the performance rating based on employee results and comments.

Salary review management

The salary review process is designed to help the Corporation achieve its objectives.

The Human Resources team is responsible for launching and coordinating the annual salary review process. They prepare the payroll master file for each manager, including the names of their reports and any relevant information. They also inform managers of the budget to respect and send them the guidelines to follow. They ensure that managers meet the deadline for the process.

s.18(b)

- *Rating and salary review recommendations*

Each performance rating is tied to a range or a maximum percentage salary increase. Superiors use this information to recommend a performance rating and salary adjustment for each manager. Superiors must also consider other factors, such as position in the pay band, the market value of the job, and the budget allocation.

- *Rating and salary review consolidation*

The executive director of the unit or a person appointed for this purpose receives recommendations and ensures that the performance ratings of managers in his/her group are distributed as provided in the guidelines. He/she must also ensure compliance with the budget allocation for salary adjustments. Certain performance ratings may therefore need to be modified. In 2006, the budget was _____ of the total payroll. In 2005, there were two budgets—one for salary adjustments _____ and another _____ specifically allocated for movement within pay bands.

Executive directors submit their recommendations to the Human Resources Department. HR representatives then validate compliance with the guidelines and budgets and check for the required supporting documentation. For example, “exceeded” and “significantly exceeded” ratings must be supported by a description of the results and accomplishments of managers receiving one of these ratings. Changes in ratings or resulting salary adjustments are aimed at ensuring greater equity of the process within the Corporation.

Appendix II - Notable Observations for the April to June 2007 Quarter (Cont'd)

Performance Management and Salary Review Process for Managers

Background (Cont'd)

Salary review management (Cont'd)

- *Rating and salary review approval*

The vice-president then approves all ratings and salary reviews. The component vice-president can authorize duly justified exceptions to normal rating distribution in accordance with the guidelines.

- *Incentive award plan*

For managers eligible for the *In Tandem* incentive award plan (i.e., those in pay bands MB8 to MB10), the performance rating also affects the bonus award. A matrix determines a performance factor based on individual and component ratings. This factor is then used to calculate the bonus award.

- *Salary review notification*

Managers receive a salary review letter informing them of their new salary and the bonus award. Certain managers also receive verbal confirmation from their superior.

Audit Scope

The scope of this audit included a review of the current systems, practices and controls in place in the English and French networks in Toronto and Montréal. Our audit covered the following:

- Establishment and monitoring of individual objectives;
- Practices and tools used to manage performance and remuneration;
- Performance assessments and measures;
- Compensation adjustment process; and
- Roles and responsibilities of the individuals involved in the process.

This audit is based on the PMD and salary review processes for the 2005–2006 cycle—the last performance evaluation cycle to be fully completed. However, managers we met with were able to provide information on the first half of the 2006–2007 cycle, which had already begun.

It should be noted that this audit does not cover corporate components, with the exception of the Technology Group.

In order to assess the effectiveness of controls and identify opportunities for improvement, we compared current CBC/Radio-Canada practices with performance management and compensation best practices.

Positive Practices

- While outside the scope of our audit, the high level of commitment on the part of managers interviewed with respect to the Corporation and their work.
- The active participation of vice-presidents in launching the PMD process, which has helped increase PMD process credibility with managers.
- In the PMD forms we reviewed, there was a good coordination between individual objectives and the Corporation's strategic direction and component priorities. This coordination was made possible through

Appendix II - Notable Observations for the April to June 2007 Quarter (Cont'd)

Performance Management and Salary Review Process for Managers (Cont'd)

Positive Practices (Cont'd)

- communication of strategic direction and component priorities at management meetings, individual objectives setting and cascading, and validation meetings with superiors regarding objectives.
- The desire to hold superiors and managers accountable for completing the PMD and salary review process.
- The ongoing feedback superiors provide managers throughout the PMD process, which makes it possible to adjust individual objectives based on changes in the business environment, immediately relay comments on manager performance, and identify performance problems and issues faster.
- The training and tools available to guide managers in setting objectives and performance indicators, primarily in the English network, which has worked hard to improve quality standards in the writing of objectives.
- Annual audits by the Human Resources Department in the English network, which have helped put in place training sessions, follow-up procedures, and communications that spotlight the PMD process.

SUMMARY OF OBSERVATIONS AND RECOMMENDATIONS	MANAGEMENT COMMENTS
Compliance with and standardization of the PMD process	
<p>Managers in audited departments do not systematically comply with every step in the PMD process. Although the mid-year feedback meeting is essential for checking progress towards objectives, reviewing priorities as required and providing feedback on performance to date, it is the step most often omitted. We also found that there is no integrated performance management system or shared tool to monitor the process or ensure the various steps are followed.</p> <p>Mid-year feedback meetings should be held. To ensure the PMD process is carried out in its entirety, a monitoring process should be put in place. It should comprise a shared monitoring system and shared practices and generate a compliance report for senior management. In addition, it would be beneficial for the Corporation to acquire an automated performance management system. The main advantages of such a system would be to optimize, standardize and simplify the PMD process, make participants more autonomous and produce compliance reports.</p>	<p>HR will encourage managers to comply to the PMD process as part of the rollout of the 2008-2009 process. It is expected that the process will be fully automated by the next fiscal cycle. The new system will have a full tracking mechanism which will enable the Corporation to determine who and has not complied to the process.</p>
Setting of individual objectives	
<p>We observed that the PMD process does not set out any common performance standards establishing the Corporation's expectations of managers. In addition, we noted that the current PMD process pays little heed to developing and upgrading competencies. However, we were informed that the CBC/Radio-Canada Leadership Competency Model is currently being developed by the corporate Human Resources team.</p> <p>According to performance management best practices, standards of performance should be developed to give managers a common vision of the Corporation's performance expectations, facilitate formulation of their individual objectives and ensure evaluations are based on more consistent criteria. In addition, greater attention should be paid to development and a career-oriented objectives to encourage managers to develop their skills, thereby giving the Corporation's succession preparation process a boost and enhancing organizational efficiency.</p> <p>PMD forms examined contained a very high number of objectives. This could lead to the dilution of objectives in place, difficulty in setting priorities or an excessive workload.</p> <p>Special attention should be paid to reducing the number of objectives established and adjusting priorities accordingly. Best performance practices recommend six to ten objectives.</p>	<p>Development and career objectives are now being developed in linkage with the rollout of CBC/Radio-Canada's leadership competencies and will form a regular part of the performance management moving forward.</p> <p>Individual managers will be responsible for ensuring that they limit their objectives to priority objectives only. This will be encouraged as part of the rollout of the 2008-2009 process by HR (supported by all vice-presidents).</p>

Appendix II - Notable Observations for the April to June 2007 Quarter (Cont'd)

Performance Management and Salary Review Process for Managers (Cont'd)

SUMMARY OF OBSERVATIONS AND RECOMMENDATIONS	MANAGEMENT COMMENTS
Determining ratings and salary reviews	
<p>We noted that superiors do not all share the same understanding of rating distribution guidelines. A number of superiors believe that rating distribution targets must be met within each work team. This approach can lead to inequities within the Corporation since managers should be evaluated using the same scale, even if they are part of a team where there are a greater number of effective managers.</p> <p>In addition, we observed that the Corporation uses a single salary structure across Canada. As a result of adopting the same pay bands without factoring in the cost of living, the Corporation could have difficulty attracting and retaining managers in major centres.</p> <p>To reduce the potential for inequities when determining managers' salaries and make the link between performance and compensation more consistent, superiors should hold a meeting where they can compare performances and adjust ratings to ensure they comply with rating distribution guidelines across departments. The fact that superiors are accountable for their salary review budgets should not diminish the importance of managing the rating distribution across a sufficiently large population such as a component. Comparing ratings and managing a comprehensive budget on a component basis are crucial because they make it possible to reward managers equitably, according to their performance and without penalizing their colleagues.</p> <p>In accordance with best practices and to mitigate the risks mentioned above, distinct pay bands according to location and level of competition should be put in place.</p>	<p>As part of the approval process for all salary recommendations, HR does look at the distribution of all performance ratings on a department-by-department basis, component basis and an overall basis. If an area does not meet the normal distribution, they are asked to reconsider their ratings. We feel the current practice meets the objectives.</p> <p>Regular analysis is conducted on pay levels within "hot" markets or skills to determine if additional treatment is required to ensure that we are less vulnerable to attrition of key people to the business. Factors must be considered relative to regional pay rates: mobility of staff creates issues unless you are prepared to reduce salary in non-major markets. Unionized staff represent 90% of the workforce and would only accept regional rates after a lengthy work stoppage.</p>
Understanding of the link between performance and compensation	
<p>Our study showed that the link between performance and compensation seems to be unclear and relatively meaningless for many managers. We attribute this to the fact that certain managers are not informed of their rating at the end of the exercise nor of their component's rating in connection with the In Tandem incentive plan. These comments are more applicable to French services. Finally, a certain number of annual performance evaluation meetings are not held, undermining the credibility of the link between performance and compensation.</p> <p>To ensure that the relationship between performance and compensation is clear for managers, discussions on performance ratings should be held with superiors in every department. Managers in every department should be informed of their individual ratings and the component's rating in a uniform manner. Although the salary review letter is an effective means of doing this, a discussion between managers and their superiors remains the best approach. Discussions give superiors the opportunity to inquire into the manager's opinions and concerns, thereby reducing the risk of demotivation, waning job dedication or a departure.</p>	<p>Rating scales will be incorporated into training and will be more thoroughly explained in all training which HR will more consistently roll out through the organization.</p> <p>It is critical that every manager receive a letter documenting their performance rating and salary increase. In this review cycle (2006-2007), HR is preparing the letters for use by line managers throughout the Corporation.</p> <p>It is agreed that managers must take the time to conduct performance evaluation meetings. The automation of the process expected for the next performance management cycle will make it much easier to track.</p>
Recognizing effective managers	
<p>We observed only a slight difference between the most effective and the least effective managers in terms of both their salary reviews and their In Tandem incentive plan bonuses. On average, managers who had exceeded or substantially exceeded expectations received a salary increase 1% to 2% higher than those who had fully met expectations. We also noted that performance-related factors in the In Tandem incentive plan are generous for the least effective managers in a component that exceeds expectations. In that case, managers in PC8 and PC9 pay bands who had partly met expectations received a bonus equivalent to 6% of their basic salary, while colleagues who exceeded expectations received a 10% bonus.</p>	<p>The Corporation does need to consider a revision to the payout matrices for the incentive plan multiplier for the below "fully met" performance. Analysis and recommendation will be done in the fall to present the 2008 plans to the Board of Directors.</p>

Appendix II - Notable Observations for the April to June 2007 Quarter (Cont'd)

Performance Management and Salary Review Process for Managers (Cont'd)

SUMMARY OF OBSERVATIONS & RECOMMENDATIONS	MANAGEMENT COMMENTS
Recognizing effective managers (Cont'd)	
<p>We understand that the budget is limited by government funding. However, in order to reinforce managers' desire to exceed expectations, thought should be given to making a greater distinction between managers who partly meet expectations and those who exceed them. Performance-related factors in the In Tandem incentive plan could be adjusted to accentuate the distinction. Recognizing effective managers is a major factor because it has a direct impact on the credibility of the link between performance and compensation.</p>	
Training and adequate documentation on the PMD and salary review process	
<p>Our study showed that training on compensation and the PMD process is not consistently available across networks and departments. Moreover, several superiors met reported that they feel ill equipped to provide constructive feedback. There are more training sessions offered by Human Resources in the English Services.</p> <p>We also observed that the Corporation has two separate intranet sections that deal with performance management and contain different information and documents.</p> <p>Finally, most managers met share a low opinion of the form's inflexible format and question the usefulness of completing every column. The form takes a great deal of time to fill out and format, which does not contribute any real added value.</p> <p>To ensure the PMD and salary review processes are more uniform in all departments, standardized training sessions should be held at the start of the PMD process so that new managers can familiarize themselves with the process and obtain the tools they need to provide constructive feedback over the year. Moreover, all managers should undergo training sessions on compensation to help them understand the relationship between performance and compensation and make them more comfortable when answering questions about the Corporation's compensation practices, wage surveys and positioning within pay bands.</p> <p>All performance management information should be consolidated and made available in a single section of the Corporation's intranet to make it easier for managers to find.</p>	<p>It is incumbent upon HR to ensure that processes, related tools and documentation are standard throughout the Corporation. This will be rectified prior to the next performance management cycle.</p> <p>Changes to the PMD form will be taken under consideration as the process is being automated.</p> <p>Training is being offered by HR, however, it will be offered more uniformly throughout the Corporation.</p>
Number of subordinates evaluated per superior	
<p>We observed that in many cases, the ratio of subordinates to superiors is very high. Given the number of people to meet with and evaluate, a high ratio means a significantly greater PMD workload and could affect the quality of preparation as well as subordinate-superior interactions.</p> <p>In such cases, the number of subordinates to be evaluated per superior should be reduced. According to best practices, the management span of control for professional individuals whose performance are based on achieving objectives is generally 1 for 10. This would give superiors the time they need to prepare, provide ongoing feedback and hold effective meetings with their managers at each step of process. Cases of non-performance would also be easier to identify and deal with.</p>	<p>While we try to reduce the ratio of subordinates to superiors, without additional funding it is very difficult. With the performance management program that is in place represented by the CMG, a manager can designate another supervisor, i.e. an Executive Producer or a Technical Lead who can actually perform the review. This helps improve the ratio.</p>

Appendix II - Notable Observations for the April to June 2007 Quarter (Cont'd)

IT Security Risk Assessment

Background

From January 17 to April 23, 2007, Internal Audit conducted an IT security risk assessment review. Within this review, the specific scope was focused on:

- Compiling an initial high-level risk assessment for use in IT internal audit planning and process reviews;
- Reviewing key IT management processes, user access administration and change management for selected systems.

The remainder of this project focused on the assessment of specific IT management processes as follows:

- User access administration – a critical management process whereby the business operations identify, approve and instruct various designated IT personnel to add, change or delete the right to access, process or modify information in the corporate business systems on management's behalf. As such, user access administration is a pervasive control for CBC/Radio-Canada that spans processes and operations. User access administration processes are used by management to:
 - Enable efficient and effective processing and capture of information
 - Enforce segregation of incompatible duties
 - Ensure information and systems processing integrity
 - Effect information privacy and confidentiality
- Change management – a critical management process that enables management to ensure that changes made to business systems are valid, authorized and will meet business functionality/operational requirements thereby enabling integrity of information processing.

Given the high-level risk assessment, decentralization of the processes administration, timing of the review and the anticipated critical business systems, the following applications were selected as sample systems for which the process reviews would be conducted:

- VIP and SAP user access administration
- IMG (Interface Mediation Gateway) change management

The processes included in this review are management practices and controls associated with information systems related directly to the following elements of internal audit's mandate to assess if:

Appendix II - Notable Observations for the April to June 2007 Quarter (Cont'd)

IT Security Risk Assessment (Cont'd)

Background (Cont'd)

General Internal Audit mandate area	Specific considerations in this project
The assets of the Corporation are safeguarded and controlled.	User access and change management processes are key management controls designed to enable the integrity and control of information capture, processing, storage and reporting.
The transactions of the Corporation are in accordance with the <i>Financial Administration Act</i> and the by-laws of the Corporation.	Information systems reviewed enable the Corporation to carry out transactions that are in accordance with the <i>Financial Administration Act</i> and the by-laws of the Corporation.
The financial, human and physical resources of the Corporation are managed economically and efficiently.	Processes related to the provision of systems access and changes are managed economically and efficiently.
The operations of the Corporation are carried out effectively.	User access administration and change management are pervasive controls across business systems used to implement activities and information effectively in accordance with management expectations.

Audit Scope

The scope of the audit included the management of the information security process for administering user and powerful access privileges to SAP and VIP, to review the management process designed to provide that only authorized changes are made to IMG, as well as to identify a preliminary estimate of the key business risks associated with IT that Internal Audit should consider in its assessments from an internal audit perspective. As a result of our risk assessment, this project focused particular attention on the following:

- **Process Review** – Process review of the user access administration (user and powerful/administrative privileges) process(es) using process and control documentation, walk-through and testing of risks and control activities for the SAP and VIP systems as well as the change management process for IMG. SAP and IMG included sample-based tests. VIP sample tests were not conducted given year-end timing and management resource constraints in that period and that specific tests on VIP had been conducted in 2006 as part of the internal audit over the VIP implementation for English Network casual employees.
- **ITIA Risk Assessment** – Conduct a review to establish a high level understanding of the IT operational/organization structure, IT management processes groupings and general management oversight was integrated with an alignment of currently documented CBC/Radio-Canada business risks from various internal sources and through comparison to known emerging internal audit areas of risk in general.

Positive Practices

SAP

- A procedure has been designed to automatically disable accounts that have not been used for 90 days.
- The assigning of access rights to individuals has been improved by the creation and use of user profiles. Access rights will only be assigned to profiles not to individual users, and users must be assigned to a profile. The group that creates the user profiles is different from the security officer that assigns users to a profile. This improves the separation of duties.

Appendix II - Notable Observations for the April to June 2007 Quarter (Cont'd)

IT Security Risk Assessment (Cont'd)

Positive Practices (Cont'd)

VIP

- A procedure has been implemented to regularly circulate a terminations list, which is then reviewed and required system privileged changes are made for users who are identified as terminated.
- VIP Application Support and HR Support Team have practices in place designed to document most requests for access and provide evidence of authorization. (Both teams appear to understand the importance of documenting and managing proper authorization of requests and have expressed willingness to address gaps in security).
- VIP Application Support has undertaken changes that address concerns noted in previous audits. For example:
 - DLGL's (third party vendor) unmonitored 24-hour access to the system has been replaced with a procedure to deactivate the access when not in use.
 - Most access requests and changes are now documented in the REMEDY ticketing system.

IMG

- An approval procedure has been implemented for change control with all changes being documented in the Lotus Notes ticketing system.
- The existence and controlled regular use of separate environments for development, testing and user acceptance testing of changes prior to promotion to production.

SUMMARY OF OBSERVATIONS & RECOMMENDATIONS	MANAGEMENT COMMENTS
SAP – Third party access to production	
<p>SAP Canada, a third party vendor, has access to the production environment, although the account is normally disabled, and only re-enabled as required, there is no evidence of individual access approvals. Once the account has been enabled, the account actions are logged; however, there does not appear to be any logging at the operating system and database levels. There is also no evidence that a review of the logs is performed to ensure that activities conducted by the third party are in accordance with CBC/Radio-Canada's expectations or directions. Creation of a documented procedure and supporting templates outlining required approvals and strict monitoring of third party access would enhance the controls posture. A regular post-implementation/change review would enable detection of unauthorized changes to data/functionality. Management should also define the procedures for the post-implementation review.</p>	<p>A process is currently in place for granting third party access to the system: the account SAP_OSS has been created for SAP. This account is always disabled when not in use. Furthermore, the access granted to this account is limited to display access only. Access is granted to SAP in our PROD environment only when an issue cannot be resolved or replicated in our QA environment. On certain occasions, a display only access is not sufficient for SAP to resolve our issues. In such cases, a wider access is granted which includes update access. When we grant an access other than display only to SAP, we turn on the audit log on account SAP_OSS to track all activities done by SAP. We will review the logs after SAP's access has been removed to our system and ensure that no unauthorized access or changes have occurred.</p> <p>The request to activate SAP's access to our system always comes from the BASIS team in the SAP Support Centre group. Currently the request can be informal (verbal). In the future, all requests will have to come via e-mail to GroupWise account SAP Master Data and will be retained as evidence.</p>

Appendix II - Notable Observations for the April to June 2007 Quarter (Cont'd)

s.16(2)

IT Security Risk Assessment (Cont'd)

SUMMARY OF OBSERVATIONS & RECOMMENDATIONS	MANAGEMENT COMMENTS
SAP – Reactivation of user accounts and password resets	
<p>There are no formal procedures to verify the identity of a user prior to account reactivations or password resets. A documented procedure for user authentication leading to password issuance should be designed and maintained. Password requests should be filtered through a single point of contact (such as a helpdesk) and disseminated according to established procedures. Ideally, the helpdesk should require some form of personally identifiable information from the user, or a pre-designated call back number that is used to call the requestor back to confirm identity. In addition, an evidence trail should be established and maintained by the helpdesk to track the password resets, and incoming password requests should be cross-referenced to active user lists before being confirmed as valid.</p>	<p>We don't believe that centralizing all requests through the helpdesk is required. Only the initial logging of the call can happen at the helpdesk. All further communication has to happen through another means, mainly GroupWise and therefore receiving the initial request through GroupWise should also be acceptable. The security officer in Montreal (SAP_securite_MTL) and the security officer in Ottawa (SAP Master Data) have a generic e-mail account to file all requests received. We will ask the security officer in Toronto to create such a generic account to retain supporting documentation.</p> <p>As for the identity of a user, the security officer only communicates a password by telephone if he/she is certain of whom they are talking with (ex. My boss). Otherwise, the transmission of passwords will always be done via GroupWise (which is password protected) and only to the GroupWise account of the individual responsible for the SAP account (if there is sharing of account, the transmission of the password will be done in the GroupWise account of the owner of the SAP account only).</p> <p>Another tool, which will eventually help in this area is the password synchronization, a part of the Identity Management project, which will be implemented in the near future. When this is available, the process will be reviewed to consider new available functionality.</p>
SAP & VIP – Regular review of user accounts	

Appendix II - Notable Observations for the April to June 2007 Quarter (Cont'd) ^{s.16(2)}

IT Security Risk Assessment (Cont'd)

SUMMARY OF OBSERVATIONS AND RECOMMENDATIONS	MANAGEMENT COMMENTS
VIP – Removal of user access rights	
IMG – Change control / Segregation of duties	
<p>It was noted that live interfaces remain entirely controlled by the IMG development team. This team is responsible for developing but also moving to production any modification to interfaces. This is considered a segregation of duties weakness.</p>	<p>In the short term, we will implement a compensating control to conduct a review of all changes prior to production by another developer. There are currently three developers responsible for supporting the Vision interfaces and the new control will ensure that any migrations are being done by a different developer than the one who made the changes.</p> <p>In the longer term, it is part of the mandate of IT Application Systems to define and implement a formal release management process for all applications based on the ITIL methodology.</p>

Appendix II - Notable Observations for the April to June 2007 Quarter (Cont'd)

Facilities Management – ProFac: Follow-up Audit to the March 2006 Internal Audit Report on the Compliance of Certain Clauses in the Contract between SNC-Lavalin ProFac and CBC/Radio-Canada

Background

In May of 2002, CBC/Radio-Canada (hereafter the Corporation) exercised the first of its two options to renew its contract with SNC-Lavalin/ProFac (hereafter ProFac) for a period of six years (until March 2008). In fiscal year 2006-07, ProFac submitted a proposal committing to certain benefits subject to the renewal agreement being signed before December 31, 2006. The second option was exercised by the Corporation and brings the expiration of the contract to March 31, 2013. Also, during fiscal year 2006-07, the Corporation reached an agreement with ProFac for the French Services building management as of April 1, 2007. The Corporation also maintained the contract with a specialized outsourcing consultant from the firm P3 Advisors Inc. to advise the Corporation on how to improve and optimize these \$209 million contracts.

The principal services provided by ProFac are divided into three parts as follows:

1. Lease management

ProFac assumes the role of agent in regards to lease management. Among other functions, such a role allows ProFac to act on behalf of the Corporation, but the latter assumes the risks associated with the signing of leases (if a tenant does not pay the rent, ProFac will follow up, but revenue shortfalls will be assumed by the Corporation).

2. Operations

ProFac assumes the role of principal with regard to building operations. ProFac is responsible for signing, in its own name, contracts with suppliers, and ProFac must maintain certain service levels (performance objectives and criteria as defined in the contract). These service levels are detailed in the contract and are specific to each building.

It should be noted that management of the contract's "Operations" section is carried out according to an "open book" policy, which implies that the Corporation may analyze various expenses and ensure compliance with the contract. In addition, the Corporation and ProFac share a number of savings.

3. Management of construction projects and contracts

ProFac assumes the role of agent in regards to project management services and construction contract administration. ProFac assumes responsibility for managing construction contracts, including the selection and administration of suppliers, and the related follow-up. The risks assumed by ProFac are limited to its role as administrator. For example, should ProFac fail to obtain insurance certificates, and a lawsuit arises for which the supplier should have been covered but was not, ProFac is responsible. Conversely, if a legal action is related to a design error associated with the project, it must be initiated by the Corporation. ProFac will help deal with the case, but will not be directly implicated and will not be held responsible for the design error committed by the subcontractor.

Audit Scope

The scope was established to cover the improvement areas identified in the previous audit. Fieldwork was performed during the months of November and December 2006 and included the following activities as approved by the Corporation's Director, Real Estate Administration:

Appendix II - Notable Observations for the April to June 2007 Quarter (Cont'd)

Facilities Management – ProFac: Follow-up Audit to the March 2006 Internal Audit Report on the Compliance of Certain Clauses in the Contract between SNC-Lavalin ProFac and CBC/Radio-Canada (Cont'd)

Audit Scope (Cont'd)

1. Lease management

- Verified the existence of a list of documents to be digitized as well as of a document storage matrix.
- Verified that required documentation (leases, insurance certificates, amendments, etc.) for documents not digitized at the time of the previous audit and for a sample of non-previously audited leases, is digitized.

2. Project management

For projects started between April and October 2006:

- Ensured the AFS (Authorization for Services) is signed and dated by ProFac and Corporation management. An AFS is a request for project authorization. This document briefly describes and justifies the project, and outlines the project's budget as well as its anticipated start and termination dates. ProFac submits it to the Corporation, who must notify ProFac in writing (either the AFS or another written document - e.g. an email) of its approval prior to the commencement of the project. The AFS must be signed by both parties to acknowledge agreement. It is acknowledged by the Corporation and ProFac that the signatures on the AFS could be obtained after the project begins; however, some form of the Corporation's agreement (e.g. email) must be received before the project begins.
- Ensured compliance with articles 1.2.7, 1.2.10, and 1.2.11 of Appendix II in Schedule 16 of the contract between the Corporation and ProFac. These articles address the procurement procedures: invitations to tender, receipt and analysis of tenders, and the selection of the successful bidder.
- Ensured that ProFac keeps all legal documents in the project files in accordance with its guidelines for project file management.
- Ensured that ProFac completes a close-out document for all projects greater than \$5,000.

3. Operations

Inventory:

- Validated the inventory of goods identified in Schedule 22.4 (Mailing/shipping) and in Schedule 22.3 (Low value equipment) of the contract between the Corporation and ProFac, and reviewing ProFac's new inventory procedures.

Procurement:

- Verified that contracts, not previously audited, and subject to article 3.J are approved. Article 3.J deals with conditions for ProFac to grant contracts to subcontractors.
- Verifying that the procurement policy has been reviewed and communicated to all managers.
- Verifying that the contract with Simplex, which was not compliant in the previous audit, was amended.

Positive Practices

- A new storage website was created to keep lease documentation.
- Electronic signatures are now adequately protected: they cannot be moved or copied.
- The procurement policy and best practices section was updated and communicated to all managers.
- New procedures were implemented for inventory management.

Appendix II - Notable Observations for the April to June 2007 Quarter (Cont'd)

Facilities Management – ProFac: Follow-up Audit to the March 2006 Internal Audit Report on the Compliance of Certain Clauses in the Contract between SNC-Lavalin ProFac and CBC/Radio-Canada (Cont'd)

SUMMARY OF OBSERVATIONS AND RECOMMENDATIONS	MANAGEMENT COMMENTS
Lease management	
<p>From the 78 non-digitized documents relating to the previous audit, 47 were still required based on the new list of documents to be digitized that was provided for the follow-up audit. In total, 40 of those documents remain non-digitized.</p> <ul style="list-style-type: none"> ▶ Ensure that documents are digitized. <p>From a sample of 7 leases not previously audited, 3 rent letters, 5 insurance certificates and 2 demand notices were not digitized. Moreover, for the 5 receivable leases tested, the insurance certificate in the paper file was either outdated (4 leases) or missing (1 lease).</p> <ul style="list-style-type: none"> ▶ Ensure that lease file (paper and electronic) contain valid insurance certificates. <p>Digitized documents whose file name contains an apostrophe, a number sign or quotation marks cannot be viewed in the storage matrix.</p> <ul style="list-style-type: none"> ▶ Rename digitized documents whose name contains an apostrophe, a number sign or quotation marks. 	<p>As noted, a new document storage site was created and implemented to address the noted action items. Of the documents remaining to be scanned, copies of all are available in the hard file. All of the noted documents are invoices or general correspondence and there is no risk to CBC/Radio-Canada related to these observances. With respect to insurance certificates, it is ProFac practice to make every effort to ensure the most up to date certificates are in the files. It should be noted each of the five tenants noted is obligated to carry such insurance and insurance certificates out of date in the file do not waive their obligation. Action items to address the noted recommendations are underway and ProFac Finance will conduct periodic reviews to ensure that all documents are stored as required.</p>
Project management	
<p><u>Authorization for services</u></p> <p>Even though there was an AFS for each project tested, one AFS was not digitized in PDF and, in another case, the AFS was not signed by ProFac and the Corporation before the supplier PO issuance date.</p> <ul style="list-style-type: none"> ▶ Continue to reinforce the importance of signing the AFS by both parties before the real start date of projects. <p><u>Compliance with procurement procedures</u></p> <p>ProFac does not consistently comply with articles 1.2.7, 1.2.10 and 1.2.11 of Appendix II in Schedule 16 of the contract between the Corporation and ProFac which deal with procurement procedures. Our tests revealed that some files were incomplete and/or documents were stored in different areas and Opening Bid Record forms were not always approved by ProFac and the Corporation.</p> <ul style="list-style-type: none"> ▶ Ensure all documents (evidence of tendering process, reason if a call for tenders is not required, etc,) are kept in the project file. ▶ Reinforce the importance of signing the Opening Bid Record form by both parties to document the choice of the subcontractor selected. 	<p>As noted, all related action items were implemented and are complete or are in progress. In addition to the original action items, ProFac has implemented a new replacement for the AFS form. The new AFS form incorporates the electronic signature and has the added benefit of locking the document once the electronic signature has been completed. Procedures related to ensuring CBC/Radio-Canada approval is obtained prior to project starting have been reinforced with all staff and will be continually monitored. The process will be incorporated into new Project Management Methodology procedures. Action items to address the noted recommendations are underway and ProFac Finance will conduct periodic reviews to ensure that all documents are stored as required.</p> <p>As noted, all related action items were implemented and are complete or are in progress. In addition, the observations demonstrate the intent of articles 1.2.7, 1.2.10 and 1.2.11 are being followed and there is no risk to CBC/Radio-Canada. It should be noted that in all cases, the preferred bidder is included on the AFS for CBC/Radio-Canada approval and copies of all bid-opening records are available in ProTracs for CBC/Radio-Canada reference at the time of CBC/Radio-Canada AFS approval. Action items to address the noted recommendations are underway.</p>

Appendix II - Notable Observations for the April to June 2007 Quarter (Cont'd)

Facilities Management – ProFac: Follow-up Audit to the March 2006 Internal Audit Report on the Compliance of Certain Clauses in the Contract between SNC-Lavalin ProFac and CBC/Radio-Canada (Cont'd)

SUMMARY OF OBSERVATIONS AND RECOMMENDATIONS	MANAGEMENT COMMENTS
Project management (Cont'd)	
<p><u>Project files</u></p> <p>From the 10 projects tested, 27 out of the 460 documents required to be filed were missing or not kept as stipulated in the storage matrix.</p> <ul style="list-style-type: none"> ▶ Update the storage matrix to reflect current practices and have it approved by the Corporation. 	<p>As noted, all related action items were implemented and are complete or are in progress. These include the development and implementation of an updated document storage matrix that provide guidelines for project file management. In addition, it was noted that the current practice of consultants confirming deficiencies are completed was tested and no exceptions were noted. Action items to address the noted recommendations are underway.</p>
Operations	
<p><u>Validating inventory of goods</u></p> <p>The inventory lists (22.4 and 22.3) do not contain up-to-date information.</p> <ul style="list-style-type: none"> ▶ Schedules 22.4 (shipping and mailing) and 22.3 (low value equipment) should be updated to reflect the present day situation. ProFac should consider updating the lists as items are being replaced and moved, and use the inventory taking as a second element of control. <p><u>Procurement</u></p> <p>The article 3.J of the contract between the Corporation and ProFac deals with conditions relating to the granting of contracts to subcontractors by ProFac. It was noted that 3 of the 5 contracts tested did not comply with article 3.J.1.2. More specifically, in all 3 cases we could not obtain evidence that the information was transferred to the Corporation before the contract was signed. This situation is not consistent with the objectives of the contract.</p> <ul style="list-style-type: none"> ▶ Keep evidence that information regarding the contract was communicated to the Corporation before contracts are signed. 	<p>As noted, all related action items were implemented and completed. These include the development and implementation of a comprehensive inventory reconciliation, inventory process reengineering and data implementation.</p> <p>As noted, all related action items were implemented and completed. With respect to 3.J.1.2 the contracts noted as not respecting the clause were transferred to CBC/Radio-Canada for their approval. More importantly, it should be noted that all of the contracts meet the requirements of article 3.J.1.3 demonstrating no risk to CBC/Radio-Canada.</p>

Audit Committee
September 12, 2007

s.18(a)

s.18(b)

Subject Matter

Technology Investment - SAP Talent Management Modules (Performance, Learning and Succession Management)

Background

SAP Talent Management technology – a strategic system solution that will facilitate the implementation of modern and integrated business processes to support performance, learning and succession management. Increasingly, successful organizations focus on integrating key HR processes, leverage portal and self-service technology to improve their competitive advantage.

In a very challenging environment, battling for talent, CBC/Radio-Canada invests over \$10M in training and training-related activity but recent internal audits identified deficiencies in the Corporation's approach to succession planning and performance management. They were identified as resource intensive and lacking the appropriate technological tools. We now have an opportunity to respond in a meaningful way to these findings.

Objective and Rationale

This document proposes investing in the configuration and testing of software supporting newly designed performance, learning and succession management processes.

By implementing modern technology and business processes, CBC/Radio-Canada will be positioned to compete in a market where there is fierce competition for the best and brightest. With almost 2,200 employees eligible to retire within the next five years, the Corporation cannot afford to not make this strategic investment.

Type of Contract

Not applicable.

Overview of Parties

Not applicable.

Financial Terms

The estimated project cost is _____ over fiscal years 2007-08 and 2008-09, but approval of up to _____ is being requested. The amount requested above the estimated project cost is intended only as additional contingency. Further details to be provided at the meeting.

Start Date and Term

This project will be launched immediately following approval of the expenditure and conclude in March 2009.

s.18(a)

s.18(b)

Special Clauses

Not applicable.

Authorized Signatories

President & CEO, Senior Vice President, Human Resources and Organisation, Chief Financial Officer and Chief Technology Officer

Remark/Risk evaluation/Critical issues

This project does not entail the acquisition of hardware. This project is about changing the manner in which the Corporation manages performance, learning and succession management. In response to the risk, approximately 20% of the total project budget has been earmarked for activities supporting the management of change.

CBC Policies applicable to this transaction

- 2.3.6 Procurement (consulting advice)
- 2.3.8 Delegation of Financial Authorities (consulting advice)
- 2.9.3 Delegation of Signing Authority

For decision prior to negotiation

For decision after negotiation

Prepared by

Name: George C. B. Smith
Date: August 31, 2007

Management recommendation

It is recommended that the Audit Committee approve the expenditure of up to _____ to implement SAP Talent Management technology and associated business processes. The Chief Financial Officer and Chief Technology Officer have already reviewed and approved the project.

Last discussed at the Board

Not applicable

Next steps

Initiate the formation of project teams and the execution of consulting contracts.

s.18(a)

s.18(b)

SAP Talent Management Project

RESOLUTION

Whereas the Senior Vice President Human resources and Organization, the Chief Financial Officer and Chief Technology Officer are recommending the implementation of the SAP Talent Management technology;

Whereas Media Vice Presidents and other component Executives support the project;

Whereas management has identified sources of funding for the implementation of the SAP Talent Management technology;

IT IS RESOLVED THAT the Audit Committee approves the expenditure of up to over the next two fiscal years from the Capital Budget, to implement the SAP Talent Management technology and associated business processes.

SAP Talent Management

Presentation for the Audit Committee

September 19, 2007

Today's Presentation

- Elements of the proposed solution
- Business context
- Impact of status quo
- Managing risk
- Budget
- Timeline
- Recommendation

Elements of the Proposed Solution

SAP Talent Management is a strategic investment in:

Objective Setting

- Aligning team and individual goals with corporate goals and strategies
- Standardizing employee reviews and appraisals.
- Linking compensation to performance
- Supporting a performance-oriented compensation process

Learning

- Structuring, and tracking knowledge transfer, and training activities and costs
- Measuring and analyzing enterprise learning programs

Succession Planning

- Identifying and tracking high-potential employees and implement development plans to ensure that they are prepared to assume future leadership roles.
- Identifying specific key positions and targeting specific employees as potential successors

SUPPORTED BY A COMMON TRAINING AND QUALIFICATION CATALOGUE

Business Context

- **Successful organizations focus on making human capital a competitive advantage by integrating key HR processes, leveraging portal and self-service technology.**
- **In the battle for talent, CBC/Radio-Canada spends more than \$800M annually in payroll expenses and invests over \$10M in training, but with approximately 23% of our employees eligible to retire in the next 5 years and no formal and standardized Succession Management process, the Corporation is vulnerable with a low percentage of “Ready Now” successors identified for key positions.**
- **Informal development and succession processes challenge our ability to ensure that development plans are in place and tracked.**
- **To achieve its strategic direction, the Corporation requires modern tools and processes that support development, succession and workforce management based on reliable and timely data.**
- **SAP technology is being proposed as a strategic system solution to be implemented in two waves, each supported by a separate business case:**
 - ▶ **Wave 1: Talent Management (Performance, Learning and Succession Management)**
 - ▶ **Wave 2: Workforce Management (Payroll, Compensation Planning, Time and Activity Reporting, etc.)**

Impact of Status Quo

- A review of the current state in the management of performance, training and succession confirmed that:
 - 1) Multiple systems/databases across the organisation
 - *Consequence: unable to accurately track/report on training costs, performance management and succession*
 - 2) No system integration to central qualifications and training catalogue or developmental plans
 - *Consequence: unable to ensure that all training/development activities are aligned to component and organizational priorities*
- CBC/Radio-Canada is not positioned to compete in a market where there is fierce competition for the best and brightest. With almost 2,200 employees eligible to retire within the next five years, the Corporation cannot afford status quo.

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est retenue en vertu des articles**

18(b), 21(1)(b)

**of the Access to Information Act
de la Loi de l'accès à l'information**

Budget

s.18(a)
s.18(b)

Summary

Data clean-up and preparation:

Objective setting:

Learning solution:

Succession planning:

Office set-up (one-time):

Training:

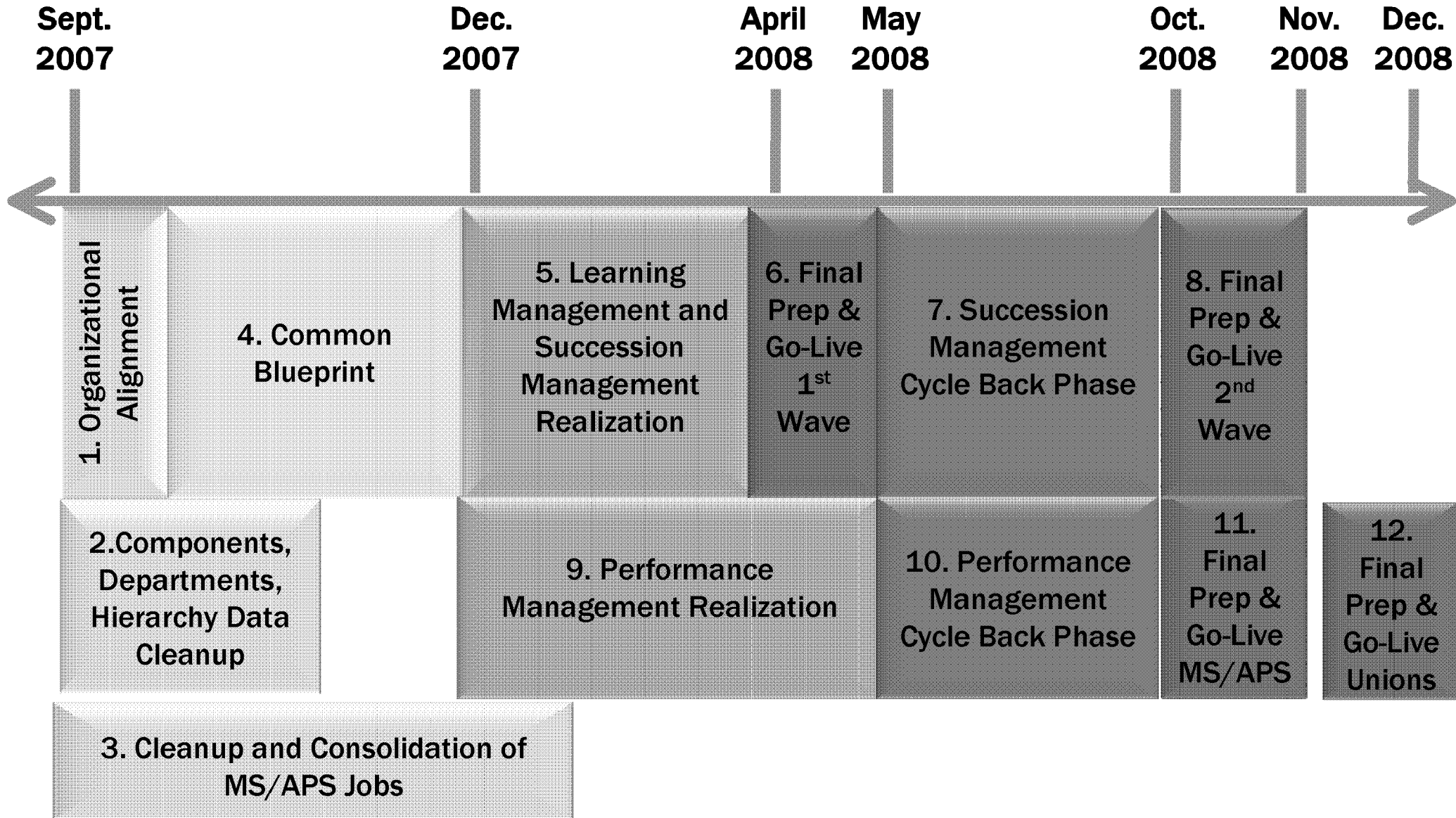
Communications/outreach:

Total project:

Contingency (20%):

Grand total:

Timeline



000973

Recommendation

- It is recommended that the Audit Committee authorize Management to proceed with the implementation of SAP Talent Management and the supporting performance, learning and succession processes. s.18(a)
s.18(b)
- Project costs: The estimated project cost is over fiscal years 2007-08 and 2008-09, but approval of up to is being requested. The amount requested above the estimated project cost is intended only as additional contingency.

Board of Directors
(September 12, 2007)

Subject matter

2007/2008 Quarterly Financial Management Report – First quarter results.

Background

N/A

Information on the matter

See attached.

For decision

For information **X**

Prepared by

Name: J. Charbonneau
Date: August 27, 2007

Management recommendation

N/A

Last discussed at the Board

Date: June 19, 2007
Decision made: Reviewed 2006/2007 Quarterly Financial Management Report
 Fourth quarter results (Unaudited).

Next steps

2nd quarter results will be presented in November.

2007/2008
QUARTERLY FINANCIAL MANAGEMENT REPORT
1ST QUARTER, ended June 30, 2007

To be presented to
The Audit Committee

September 12, 2007

Confidential

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Financial Highlights
for the first quarter ended June 30th
(millions of dollars)

ACTUALS	BUDGET
2007	2006

Operating (see Operations section for details)

- Parliamentary appropriation for operating expenditures (page 6)
 - Advertising revenues (page 6)
 - Specialty Services - sources of funds (page 6)
 - Miscellaneous revenues (page 6)
 - Expenditures - regular operations (page 9)
 - Specialty Services - expenditures (page 9)
 - Net position, end of the first quarter* (page 5)
-

Capital (see Capital section for details)

- Parliamentary appropriation for capital expenditures (page 29)
 - Expected capital expenditures, end of the fiscal year (page 29)
 - Expected net position, end of the fiscal year (page 29)
-

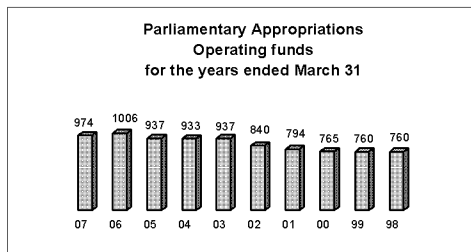
Working Capital (see Financial Statements section for details)

- Cash, cash equivalent and short term investments (page 37)
 - Accounts receivable (page 38)
 - Inventory
 - Accounts payable and accrued liabilities
-

* excluding proceeds generated from the disposal of NATV.

s.18(a)

s.18(b)



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18(a), 18(b)

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OPERATIONS

**Financial Management Report
Corporate Summary
For the first quarter ended June 30
(\$000's)**

	2007/2008 Year-to-date			2006/2007 Year-to-date	
	Budget	Actuals	Variance to Budget	Actuals	Variance in Actuals
SOURCE OF FUNDS					
Total government funding and carryovers	—				
Commercial revenues - regular operations					
Miscellaneous revenues - regular operations					
Total commercial and miscellaneous revenues	—				
TOTAL SOURCE OF FUNDS - MAIN SERVICE					
TOTAL SOURCE OF FUNDS - SPECIALTY SERVICES					
TOTAL SOURCE OF FUNDS FOR CBC					
APPLICATION OF FUNDS					
Expenditures - regular operations					
TOTAL APPLICATION OF FUNDS - MAIN SERVICE					
TOTAL APPLICATION OF FUNDS - SPECIALTY SERVICES					
TOTAL APPLICATION OF FUNDS FOR CBC					
NET POSITION ON CBC'S OPERATIONS					

A summary of the results at June 30, 2007, by component, is provided in Appendix A.
Note - negative variances are indicated by brackets

s.18(a)

s.18(b)

**Financial Management Report
Source of funds
For the first quarter ended June 30
(\$000's)**

s.18(a)

s.18(b)

	2007/2008 Year-to-date			2006/2007 Year-to-date	
	Budget	Actuals	Variance to Budget	Actuals	Variance in Actuals
SOURCE OF FUNDS					
Parliamentary appropriation					
Total government funding and carryovers					
Commercial revenues					
Commercial revenues - regular operations:					
English Television					
French Television					
Total commercial revenues					
Miscellaneous revenues					
Miscellaneous revenues - regular operations:					
English Television - Business Development					
English Television					
French Television					
English Radio					
French Radio					
Sirius					
Mobile Division					
Merchandising Division					
Corporate Activities					
CBC Technologies					
Real Estate Division					
Galaxie					
Radio Canada International					
TBC land interest					
Total for regular operations					
Total commercial and miscellaneous revenues					
TOTAL SOURCE OF FUNDS - MAIN SERVICE					
Specialty service revenues:					
Newsworld					
Réseau de l'information					
TOTAL SOURCE OF FUNDS - SPECIALTY SERVICES					
TOTAL SOURCE OF FUNDS FOR CBC					

A summary of the net results at June 30, 2007, by component, is provided on Appendix A.

Notes are explained on pages 7 and 8

Note - negative variances are indicated by brackets

Revenues – Main Service and Specialty Services – 1st quarter results
Actual to Budget - Unfavorable variance of

s.18(a)

s.18(b)

Note 1

Note 2

Note 3

Note 4

Note 5

Note 6

s.18(a)

s.18(b)

Revenues – Year over year comparison – Net decrease of \$

Note 7

Note 8

Note 9

Note 10

Note 11

Note 12

Note 13

**Financial Management Report
Application (use) of funds
For the first quarter ended June 30
(\$000's)**

s.18(a)

s.18(b)

	2007/2008 Year-to-date			2006/2007 Year-to-date	
	Budget	Actuals	Variance to Budget	Actuals	Variance in Actuals
APPLICATION OF FUNDS					
Expenditures - regular operations:					
English Television					
French Television					
English Radio					
French Radio					
Mobile Division					
Ottawa Production Centre					
Merchandising Division					
Corporate Activities					
CBC Technologies					
Real Estate Division					
Galaxie					
Radio Canada International					
Corporate Reserve					
Total expenditures - regular operations					
TOTAL APPLICATION OF FUNDS - MAIN SERVICE					
Expenditures - specialty services:					
Newsworld					
Réseau de l'information					
TOTAL APPLICATION OF FUNDS - SPECIALTY SERVICES					
TOTAL APPLICATION OF FUNDS ON CBC'S OPERATIONS					

A summary of the results at June 30, 2007 by component, is provided on Appendix A.

Notes are explained on pages 10 to 14

Note - negative variances are indicated by brackets

s.18(a)

s.18(b)

Expenditures – Main Service and Specialty Services – 1st quarter results
Actual to Budget -

Note 1

Note 2

Note 3

Note 4

Note 5

Note 6

Note 7

Note 8

Note 9

s.18(a)

s.18(b)

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18(a), 18(b)

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s.18(a)

s.18(b)

Note 11

Note 12

Note 13

Note 14

s.18(a)

s.18(b)

Note 15

Note 16

Note 17

Note 18

CORPORATE SUMMARY - VARIANCE OVERVIEW
(\$000's)

	2007/2008 Actuals as at June 30			
	Revenue Variances	Expenditure Variances	Net variance	
<u>Main Service:</u>				
English Television				
French Television				
English Radio				
French Radio				
Mobile Division				
Ottawa Production Center				
Merchandising Division				
Corporate Activities				
CBC Technologies				
Real Estate Division				
Galaxie				
RCI				
Total - Components	—			
Corporate Reserve				
TOTAL - MAIN SERVICE				
<u>Specialty Services:</u>				
Newsworld				
RDI				
TOTAL - SPECIALTY SERVICES				
NET POSITION				

s.18(a)

s.18(b)

Note - negative variances are indicated by brackets

Financial Management Report
English Television
For the first quarter ended June 30
(\$000's)

s.18(a)

Appendix B

s.18(b)

	2007 / 2008 Year-to-date			2006 / 2007 Year-to-date	
	Budget	Actuals	Variance to Budget	Actuals	Variance in Actuals
SOURCE OF FUNDS					
Net Parliamentary Subsidy					
Commercial Revenue - Television					
Commercial Revenue - Internet					
Host Broadcaster					
Business Development Revenue					
Country Canada					
Miscellaneous Revenue		-			
TOTAL SOURCE OF FUNDS		-			
APPLICATION OF FUNDS					
<u>Costs related to Revenue-generating Services *</u>					
Marketing and Sales					
Programs Sales to Other Broadcasters					
Business Development					
Host Broadcaster					
Country Canada		-			
Subtotal - Revenue-generating Services		-			
<u>Programming and Administration</u>					
Sports					
Arts & Entertainment					
News and Current Affairs					
Network Programming					
Production and Resources					
CBC.ca					
Production Services					
Communications					
Regional Operations					
Network Reserve		-			
Subtotal - Programming and Administration		-			
<u>Support and Others</u>					
Management					
Affiliates					
Plant - Broadcast Services - Master Control					
Support Services (Network and Regional)		-			
Subtotal - Support and Others		-			
TOTAL APPLICATION OF FUNDS		-			
NET POSITION					

*Please note that other areas may also generate revenues. These are only the services whose main function is revenue-generation.

**Financial Management Report
French Television
For the first quarter ended June 30
(\$000's)**

s.18(a)

s.18(b)

	2007 / 2008 Year-to-date			2006 / 2007 Year-to-date	
	Budget	Actuals	Variance to Budget	Actuals	Variance in Actuals
SOURCE OF FUNDS					
Net Parliamentary Subsidy					
Commercial Revenue - Television					
Commercial Revenue - Internet					
Miscellaneous Revenue					
TOTAL SOURCE OF FUNDS					
APPLICATION OF FUNDS					
<u>Costs related to Revenue-generating Services</u>					
Sales and Marketing (incl. Internet)					
Commercial Production					
Program Sales to Other Broadcasters					
Host Broadcaster					
Production Services and Others					
Costs - Contra Agreements					
Subtotal - Revenue-generating Services					
<u>Programming and Administration</u>					
Sports					
Arts & Entertainment					
News and Current Affairs					
Media Operations					
New Media					
Plant - Production Services					
Communications					
Regional Operations					
Network Reserve					
Subtotal - Programming and Administration					
<u>Support and Others</u>					
Management					
Affiliates					
Plant - Broadcast Services - Master Control					
Support Services (Network and Regional)					
Subtotal - Support and Others					
TOTAL APPLICATION OF FUNDS					
NET POSITION					

**Financial Management Report
English Radio
For the first quarter ended June 30
(\$000's)**

	2007 / 2008 Year-to-date			2006 / 2007 Year-to-date	
	Budget	Actuals	Variance to Budget	Actuals	Variance in Actuals
SOURCE OF FUNDS					
Net Parliamentary Subsidy					
Miscellaneous Revenue					
TOTAL SOURCE OF FUNDS					
APPLICATION OF FUNDS					
Information Programming					
Current Affairs					
Network Music Department					
Network Arts & Entertainment					
Radio 3					
Sirius Satellite Services					
Toronto Radio Production Centre					
Program Services					
Network Services					
Distribution					
Administration					
Entrepreneurial Activities					
Network Reserves					
<u>Regional operations:</u>					
Newfoundland					
Maritimes					
Quebec					
Ontario					
Toronto					
CBC North					
Manitoba					
Saskatchewan					
Alberta					
British Columbia					
Subtotal - Regional operations					
TOTAL APPLICATION OF FUNDS					
NET POSITION					

**Financial Management Report
French Radio
For the first quarter ended June 30
(\$000's)**

	2007/2008 Year-to-date			2006/2007 Year-to-date	
	Budget	Actuals	Variance to Budget	Actuals	Variance in Actuals
SOURCE OF FUNDS					
Net Parliamentary Subsidy	-				
Miscellaneous Revenue	-				
TOTAL SOURCE OF FUNDS	-				
APPLICATION OF FUNDS					
Management					
Programming Development					
Information Programming					
Promotion, Analysis and Broadcast					
Musical and Cultural Programs					
<i>Première Chaîne</i> Programs					
Media Operations					
Distribution					
<i>Espace Musique</i>					
Sirius Projects					
<u>Regional operations:</u>					
Programming					
Atlantic					
Quebec					
Ontario/ Outaouais					
Manitoba					
Saskatchewan					
Alberta					
British Columbia					
Subtotal - Regional operations	-				
TOTAL APPLICATION OF FUNDS	-				
NET POSITION					

s.18(a)

s.18(b)

Merchandising Division
Schedule of Incremental Revenues and Costs
For the first quarter ended June 30
(\$000's)

s.18(a)
s.18(b)

	2007/2008 Year-to-date			2006/2007 Year-to-date	
	Budget	Actuals	Variance to Budget	Actuals	Variance in Actuals
SOURCE OF FUNDS					
Sales of products:					
Retail operations					
Distribution					
Educational					
Licensing	—				
Total Source of funds	—				
APPLICATION OF FUNDS					
Administration					
Sales of products:					
Retail operations					
Distribution					
Educational					
Licensing	—				
Total Application of funds	—				
NET POSITION					

**Financial Management Report
Mobile Division
For the first quarter ended June 30
(\$000's)**

	2007/2008			2006/2007		
	Year-to-date			Year-to-date		
	Budget	Actuals	Variance to Budget	Actual	Variance in Actuals	
SOURCE OF FUNDS	-					\$.18(a)
Net Parliamentary Subsidy						\$.18(b)
Mobile rental revenue						
TOTAL SOURCE OF FUNDS	-					
APPLICATION OF FUNDS						
General Management						
General Operation						
Cost related to revenue generating activities						
Cost related to internal activities						
TOTAL APPLICATION OF FUNDS	-					
NET POSITION						

Galaxie
Schedule of Incremental Revenues and Costs
For the first quarter ended June 30
(\$000's)

s.18(a)

s.18(b)

	2007/2008 Year-to-date			2006/2007 Year-to-date	
	Budget	Actuals	Variance to Budget	Actuals	Variance in Actuals
Incremental Revenues					
Satellite					
Cable					
Music for Business					
Miscellaneous revenues	—				
Total Incremental Revenues	—				
Incremental Expenditures					
Programming					
Rights					
Distribution					
Administration					
Marketing					
Rising Star Program	—				
Total Incremental Expenditures	—				
Excess Revenues/(Costs)					

Newsworld
Schedule of Incremental Revenues and Costs
For the first quarter ended June 30
(\$000's)

s.18(a)

s.18(b)

	2007/2008 Year-to-date			2006/2007 Year-to-date	
	Budget	Actuals	Variance to Budget	Actuals	Variance in Actuals
Incremental Revenues	-				
Commercial Revenue					
Cable Subscriptions					
Program Sales					
Total Incremental Revenues	-				
Incremental Costs					
Programming					
Distribution					
Management and Services					
Selling					
Promotion/Marketing					
Total Incremental Costs	-				
Excess of Revenues over Costs					
Repayments to the Main Service					
Capital expenditures					
Total repayments to the Main Service	-				
Excess Revenues/(Costs)					

Le Réseau de l'information
Schedule of Incremental Revenues and Costs
For the first quarter ended June 30
(\$000's)

s.18(a)
s.18(b)

	2007/2008 Year-to-date			2006/2007 Year-to-date	
	Budget	Actuals	Variance to Budget	Actuals	Variance in Actuals
Incremental Revenues					
Commercial Revenue					
Cable Subscriptions					
Program Sales					
Miscellaneous	—				
Total Incremental Revenues	—	—	—	—	—
Incremental Costs					
Programming					
Technical Services					
Sales & Marketing/Promotion					
Management and Services	—				
Total Incremental Costs	—	—	—	—	—
Excess of Revenues over Costs					
Repayments to the Main Service					
Capital expenditures	—				
Total repayments to the Main Service	—	—	—	—	—
Excess Revenues/(Costs)					

Changed from previous version		Permanent	One-time	Total Annual (\$000'S)	Total One-time (\$000'S)	2001/2002 to 2005/2006	2006/ 2007	2007/ 2008	2008/ 2009	Future years
						(incremental basis)				
						(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)
	ENGLISH TELEVISION									
	Departmental cost reductions:	X								
	i) News and Current Affairs - 19 positions eliminated									
	ii) General reductions									
	iii) Remaining departments									
	Negotiated savings with CEP union (elimination of penalties, turnarounds, etc)	X								
	Management & Admin Review (34 positions eliminated)	X								
	Overtime	X								
	Toronto Plant - Digital Tape Conversion	X								
	Presentation Optimization (English Television):									
	Net staff reductions of 42 FTE in regional locations from centralizing presentation activities	X								
	Capital expenses		X							
	Disaffiliations:									
	Savings from reduced affiliate fees	X								
	Additional operating costs	X								
	Cost avoidance from reduced NHL fees (for information only - not included in totals below)	X								
	Cost avoidance from reduced Olympic fees (for information only - not included in totals below)		X							
	Capital expenses		X							
	Sports Edit Suites	X								
	MyCBC Vancouver									
	Increased revenues (internet and advertising)	X								
	Capital expenses		X							
	Network Attached Storage (NAS)									
	Operating savings (net)	X								
	Capital expenses		X							
	DROP:									
	Cost savings	X								
	Capital expenses		X							
	TOTAL - ENGLISH TELEVISION									
	ENGLISH RADIO									
	Productivity Improvements - 2000/2001 Technical & Admin Review	X								
	Resource Review:									
	British Columbia - 2004/05	X								
	Network Programming - 2004/05	X								
	Radio 3	X								
	Olympic coverage for 2006 and 2008		X							
	Toronto Production Centre - Technical & Admin Review - 2003/04	X								
	Elimination of recruiter position	X								
	Elimination of archivist position	X								
	Resource Review - National News	X								
	Resource Review - Radio 3	X								
	Resource Review - Arts & Entertainment	X								
	Drag & Drop implementation	X								
	Overtime reductions	X								
	Departmental reductions	X								
	Elimination of secondment program	X								
	TOTAL - ENGLISH RADIO									
	FRENCH RADIO									
	Convert the national radio distribution from Ku-band to C-band:									
	Decrease in cost of lines	X								
	Capital expenses		X							
	Consolidation of radio master controls (RCI & 1ere Chaîne)									
	Technical team reduced by 3 FTE's	X								
	Capital expenses		X							
	TOTAL - FRENCH RADIO									

s.18(a)

s.18(b)

GAINS THROUGH EFFICIENCIES
 UPDATED - JUNE 2007

Appendix K

Changed from previous version		Permanent	One-time	Total Annual	Total One-time	2001/2002 to 2005/2006	2006/ 2007	2007/ 2008	2008/ 2009	Future years
				(incremental basis)						
				(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)
	FRENCH TELEVISION									
	Replace leased Telesat facilities- Montréal TV Uplink:									
	Cost savings	X								
	Capital expenses		X							
	Centre de l'Information (CDI):									
	Cost savings	X								
	Capital expenses		X							
	Modernization of Studio 42:									
	Cost savings	X								
	Capital expenses		X							
	Revenue increase	X								
	ARTV:									
	Cost of putting ARTV on air	X								
	Revenues ARTV		X							
	Upgrade special event pool equipment(joint ETV & FTV):									
	Cost savings - rental of equipment no longer required	X								
	Capital expenses		X							
	FTN SX conversion Toronto National and Regional News:									
	Cost savings	X								
	Capital expenses		X							
	Mobile-7:									
	Reduction of maintenance costs Mobile-7	X								
	Capital expenses - Replacement of audio console audio (mobile-7)		X							
	Revenue increase - Rental Mobile-7	X								
	Replacement of lighting in various studios:									
	Cost savings	X								
	Capital expenses		X							
	Inews service:									
	Reduction in FTE's	X								
	Capital expenses		X							
	Presentation Optimization:									
	Cost reductions - East Phase (2 positions)	X								
	Cost reductions - West Phase (2 positions)	X								
	Capital expenses - East Phase		X							
	Capital expenses - West Phase		X							
	Disaffiliation (Cogeco):									
	Acquisitions Cogeco archives		X							
	Disaffiliation (Cogeco)	X								
	Capital expenses - Acquisitions of microwave trucks (Cogeco)		X							
	Revenue increase - Disaffiliation (Cogeco)	X								
	DROP - French Television:									
	Cost savings	X								
	Capital expenses		X							
	Centre de production des dramatiques:									
	Cost reductions	X								
	Capital expenses		X							
	Proceeds of sales - various									
	TOTAL - FRENCH TELEVISION									
	SHARED SERVICES ORGANISATION									
	One-time operating costs		X							
	One-time capital costs		X							
	Ongoing savings/(costs)	X								
	TOTAL - SHARED SERVICES ORGANISATION									
	STRATEGIC SOURCING									
	Additional Operating Costs	X								
	Ongoing savings		X							
	TOTAL - STRATEGIC SOURCING									
	ENTERPRISE-WIDE PROJECTS									
	Vision Project:									
	Cost savings	X								
	One-time charges including training, computers, conversion costs		X							
	Capital expenses		X							
	TOTAL - ENTERPRISE-WIDE PROJECTS									
	CORPORATE INITIATIVES									
	<i>Cost avoidance - Revised departure policy (for information only - not included in totals below)</i>		X							
	<i>Cost avoidance - Foreign exchange transactions for future Olympic rights (for information only - not included in totals below)</i>		X							
	New travel agency contract		X							
	Increased revenues from Canadian Retransmission Rights Association	X								
	10% reduction of travel budgets	X								
	TOTAL - CORPORATE INITIATIVES									

Changed from previous version	Permanent	One-time	Total Annual	Total One-time	2001/2002 to 2005/2006	2006/ 2007	2007/ 2008	2008/ 2009	Future years
			(incremental basis)						
			(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)
CHIEF TECHNOLOGY OFFICER									
Broadcast/network telecom RFP:									
Additional operating expenses		X							
Annual operating savings	X								
Operating savings - Bell Mobility migration		X							
Proceeds of sale - old WAN		X							
Capital expenses		X							
Peering project:									
One-time costs		X							
Annual net savings	X								
Capital expenses		X							
Upgrade SAP software - Infos Shuttle:									
Operating savings	X								
Maintenance costs	X								
Capital expenses		X							
Remote Event Multiview System:									
Capital expenses		X							
Recurring savings	X								
One-time savings		X							
Rogers Atlantic Installations :									
Capital expenses		X							
One-time savings		X							
Recurring savings	X								
Olympics Remote Production:									
Capital expenses		X							
One-time savings		X							
Weather Centre:									
Capital expenses		X							
One-time operating costs		X							
Recurring operating expenses (net of annual savings)	X								
Incremental revenues	X								
Touch Radio Installation - Edmonton:									
Capital expenses		X							
Third party payment		X							
Net revenue increase	X								
Increase in site rental revenues:									
✓ Increase in site rental revenues - permanent	X								
Increase in site rental revenues - one-time		X							
Newcap Installation - PEI:									
Capital expenses		X							
Third party payment		X							
Increase in site rental revenues - one-time		X							
Increase in site rental revenues - permanent	X								
Rogers FM North Bay:									
Capital expenses		X							
Third party payment		X							
Increase in site rental revenues - permanent	X								
MBS Installation - Halifax and Charlottetown:									
Capital expenses		X							
Third party payment		X							
Increase in site rental revenues - one-time		X							
Increase in site rental revenues - permanent	X								
Master FM Installation (North Bay, ON):									
Increase in site rental revenues - permanent	X								
Capital expenses		X							
AM to FM Installation - Moncton and St-Edward:									
✓ Capital expenses		X							
✓ Operating expenses - one-time		X							
✓ Operating savings - permanent	X								
Parts Warehouse - West Carleton:									
Capital expenses		X							
Operating savings - one-time		X							
Operating savings - permanent	X								
Saving of operating expenses									
Transmission Division re-engineering	X								
SAP support costs	X								
Change to VPN technology (London & Paris)	X								
Prepayment discount - common carriers	X								
DROP - Phase 3	X								
Savings on teleconferencing costs based on new Bell rate	X								
Savings from Cisco contract switched from HP to Bell	X								
Cancellation of CDTV membership	X								
✓ International agreements with short-wave facilities at Sackville		X							
NABA revenues		X							
CBC / CANCOM aggregated agreement (Specialty Services)		X							
TOTAL - CHIEF TECHNOLOGY OFFICER									

s.18(a)

s.18(b)

GAINS THROUGH EFFICIENCIES
 UPDATED - JUNE 2007

Appendix K

Changed from previous version		Permanent	One-time	Total Annual	Total One-time	2001/2002 to 2005/2006	2006/ 2007	2007/ 2008	2008/ 2009	Future years
				(incremental basis)						
				(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)	(\$000'S)
	REAL ESTATE DIVISION									
	Net staff reduction (succession plan excluded)	X								
	Energy savings project (Toronto, Montreal, Vancouver and Moncton):									
	Energy savings	X								
	One-time costs		X							
	Academy of Design:									
	Tenant improvement		X							
	Tax reduction - Taxes paid directly to city by tenant	X								
	Rental revenues	X								
	Edmonton Consolidation:									
	Capital expenses		X							
	Proceeds from sale of Edmonton buildings		X							
	Saving of operating expenses - Edmonton	X								
	<i>Avoided estimated future capital costs (for information only - not included in totals below)</i>		X							
	Québec Consolidation:									
	Capital expenses		X							
	Proceeds from sale of Québec building		X							
	Additional operating savings	X								
	<i>Avoided estimated future capital costs (for information only - not included in totals below)</i>		X							
	Ottawa Consolidation:									
	Capital expenses		X							
	Proceeds from sale of Lanark building		X							
	Sublease - Ottawa (Queen St)	X								
	Sublease - Ottawa (Queen St) - tenant improvement		X							
	Savings from Ottawa lease review	X								
	Additional operating expenses		X							
	Additional operating expenses		X							
	<i>Avoided estimated future capital costs (for information only - not included in totals below)</i>		X							
	Profac contract:									
	<i>Avoided costs - Renegotiation of Profac contract (for information only - not included in totals below)</i>		X							
	<i>Avoided costs - Profac contract for Québec and Moncton (for information only - not included in totals below)</i>		X							
✓	Review - Profac contract	X								
	Review - Profac contract		X							
	Recovery - KPI penalty		X							
	Savings - Satisfaction survey		X							
	Sale of Burnaby Warehouse:									
	Proceeds from sale of warehouse		X							
	Saving of operating expenses		X							
	Revenue reduction		X							
	Sale of Winnipeg building:									
	Saving of operating expenses	X								
	Proceeds from sale of building		X							
	Other Property Sales:									
	Toronto land	X								
	St-Boniface land		X							
	Saskatchewan Property Management Corporation:									
	Tenant improvement		X							
	Saskatchewan Property Mgt - new lease	X								
	Saskatchewan Property Mgt - renewal		X							
	Other revenue generating activities:									
	New price parking policies	X								
	Regina - Cafeteria lease		X							
	Calgary - Cafeteria lease		X							
	Various increases related to lease renewals	X								
	Various increases related to lease renewals		X							
	Tax savings:									
	Water tax - Montreal		X							
	<i>Avoided costs - Tax negotiation - Toronto (for information only - not included in totals below)</i>		X							
	Various tax savings		X							
	Renegotiation of service contracts for Montreal and Moncton	X								
	Reduction of additional security (put in place after 9/11)	X								
	Savings on 80 Commissioner St. Toronto	X								
	Savings on operating costs - Halifax, Regina and Vancouver plants	X								
	Lease terminations	X								
	Saving of operating expenses - St-John's	X								
	Saving of operating expenses - Tribune parlementaire (Québec)	X								
	Saving of operating expenses - CIR (Montreal)	X								
	Saving of operating expenses - Pumping station (Montreal)	X								
	Elevator maintenance contract	X								
	Various other savings	X								
	TOTAL - REAL ESTATE DIVISION									
	GRAND TOTAL (excluding avoided costs)									

CAPITAL

2007/08 Capital Budget Overview as at June 30, 2007

<u>Component</u>	<u>Capital Plan</u>	<u>Forecasted Expenditures</u>	<u>Surplus/ (Deficit)</u>	<u>Actual Expenditures to Date</u>	<u>As % of Forecast</u>
English Television (ETN)					
French Television (FTN)					
English Radio (ERN)					
French Radio (FRN)					
Information Technology (IT)					
Real Estate (RE)					
Broadcast & Telecom Networks (BTN)					
Transmission Division (T&D)					
Human Resources (HR)					
Corporate Components					
Galaxie					
Fleet Management					
Mobile Division					
Minor Capital					
Enterprise Wide (EW) - details on the next page					
Corporate Contingency					
Committed Corporate Contingency					
Impact of approved plan being higher than available capital (1)	16%				
Total Surplus/(Deficit) Forecast	-				
<i>% of Available Capital</i>	-				
TOTAL AVAILABLE CAPITAL					
Capital Appropriation					
Planned operating to capital vote transfers (Net ARLU)					
Planned operating to capital vote transfers					
Planned operating to capital vote transfers - Galaxie					
2006/07 Carryover				s.18(a)	
3rd Party Payments				s.18(b)	
Repayments to NATV					
Loans from NATV					
Proceeds of Sale/Trade-ins					
Total Available Capital in 2007/08					
TOTAL SURPLUS/(DEFICIT) FORECAST					

2007/08 Capital Budget Overview - Enterprise Wide Projects
as at June 30, 2007

s.18(a)

s.18(b)

	<u>Capital Plan</u>	<u>Forecasted Expenditures</u>	<u>Surplus/ (Deficit)</u>	<u>Actual Expenditures to Date</u>	<u>As % of Forecast</u>
Enterprise Wide (EW)					
Ottawa Content Management					
Capital plan as approved					
Other sources of funds committed to this project					
Net results for the project	---				
Quebec Consolidation					
Capital plan as approved					
Other sources of funds committed to this project					
Net results for the project	---				
Edmonton Consolidation					
Capital plan as approved					
Other sources of funds committed to this project					
Net results for the project	---				
Shared Services Organization					
Capital plan as approved					
Other sources of funds committed to this project					
Net results for the project	---				
Vision/Sintec					
Capital plan as approved					
Other sources of funds committed to this project					
Net results for the project	---				
Vision/Sintec - phase 1 - change request					
Newsroom System Project - iNews					
Desktop Radio					
Desktop Radio - Permanent Solution					
Digital Transmitters					
DROP					
Digital Radio Broadcasting					
Olympic Production					
HD Presentation Vancouver					
Virtual Music Library System					
TV Affiliate Replacement Projects					
DTV / HDTV Test Equipment					
HD Olympic Production					
ScheduLINK					
Vancouver Redevelopment					
St John's, Newfoundland Consolidation					
CBC News Express					
Total Surplus/(Deficit) Forecast	---				

2007/2008 Capital Budget Overview as at June 30, 2007 - Notes

Note 1

Note 2

Note 3

Note 4

Note 5

Note 6

2007/2008 Capital Budget Overview as at June 30, 2007 - Notes

Note 7

Note 8

Note 9

Note 10

Note 11

Note 12

2007/08 to 2009/10 CAPITAL INVESTMENT PLAN
 Projects over \$5 Million (in 000's) as at June 30, 2007

s.18(a)

s.18(b)

PROJECTS APPROVED							
Projects	Component	Approved Budget			Expenditures	Total Forecasted Expenditures	Total Forecasted Surplus/ (Deficit)
		Total Project Plan Approved by BOD	Budget Approved by Decision Letter	Pending Releases/ Other Sources of funds *			
Sintec/Vision Project * (1) (2)	EW	55,000					(1,840)
Ottawa Content Management * (6) (2)	EW	47,203					739
Presentation Optimization Plan/Centralisation M.E.O.	ETN/FTN	15,029					(10)
Electronic News Systems - Content Management (2)	EW	5,408					26
Edmonton Consolidation (7)	EW	14,674					(642)
DROP Project (2)	ETN/FTN	10,693					-
Quebec Consolidation * (2)	EW	26,657					(270)
Centre for Drama Production	FTN	7,967					11
Desktop Radio (2)	EW	25,313					-
Shared Services Organization *	EW	6,567					38
HDTV Mobile - Toronto (8)	ETN	13,500					780
Desktop TV - Toronto	ETN/FTN	7,000					(15)
Desktop TV - Newsworld	ETN	3,314					-
Vancouver Renovation Project (4) (2)	EW	54,241					(11,825)
Studios 42, 43, 44, 47, 48 to HD, Studio 45 to SD (3) (2)	FTN	26,150					89
Upgrade Studio 42 to HD (2)	ETN	6,520					478
Upgrade Studio 55 and Control Room 52 to HD (2)	ETN	5,000					134
St. John's Consolidation (2)	EW	5,007					1
St. John's Consolidation - Operating (2)							
HD Mobile	Mobile	12,000					457
Subtotal Projects Approved		343,183					(11,849)
PROJECTS PLANNED							
Projects	Component	Approved Budget			Expenditures	Total Forecasted Expenditures	Total Forecasted Surplus/ (Deficit)
		Total Project Plan Approved by BOD	Total Plan approved in principle	Pending Releases/ Other Sources of funds *			
TV Affiliate Replacement - Kingston & Peterborough (5)	EW						
Subtotal Projects Planned							
Total - All Projects Over \$5 Million							
Available Capital							

* Pending releases and other sources of funds, as well as the forecasted surplus/ (deficit), are explained in the document entitled '2007/08 Capital Budget Overview as at June 30, 2007 - Notes'.

2007/2008 to 2009/2010 CAPITAL INVESTMENT PLAN
Projects over \$5 million, as at June 30, 2007 - Notes

s.18(a)

s.18(b)

Note 1

Note 2

Note 3

Note 4

Note 5

Note 6

Note 7

Note 8

FINANCIAL STATEMENTS

**Pages 1013 to / à 1016
are withheld pursuant to sections
sont retenues en vertu des articles**

18(a), 18(b)

**of the Access to Information Act
de la Loi de l'accès à l'information**

Board of Directors

(September 12, 2007)

Subject matter

Internal Controls Self-Assessment Project - Status Report, August 2007

Background

CBC is currently documenting internal controls over financial reporting and evaluating the effectiveness of internal controls.

Information on the matter

See attached presentations

For decision

For information

Prepared by

Name: Johanne Charbonneau

date: August 24, 2007

Management recommendation

Last discussed at the Board

Date: June 19, 2007

Decision made: N/A

Next steps

Anticipated project completion date: _____

(If contract, indicate date of expiry): _____

**INTERNAL CONTROLS
PROJECT
STATUS REPORT**

September 12, 2007

Latest News

In May 2007, Treasury Board Secretariat (TBS) circulated to all Crown corporations for comment two guidance documents dealing with certification: 1) *Certification Regime for Crown Corporations*; and 2) *Self -Assessment Questionnaire in Support of the Certification of Crown Corporation Financial Statements*.

We received a copy of these documents in July 2007.

TBS has invited a number of Crown Corporations, including CBC/Radio-Canada, to participate in a meeting to solicit our views on the two certification documents circulated earlier and to receive our guidance on any other issues that need to be addressed in implementing a certification regime for Crown corporations.

Certification Regime for Crown Corporations

The certification regime presented by TBS is largely based on the requirements of Multilateral instrument 52-109 *Certification of Disclosure in Issuers' Annual and Interim Filings* from the Canadian Securities Administration (CSA) that CBC/Radio-Canada has been using as the guiding principle for our certification.

The TBS requirements for Certification of Crown Corporations are less stringent and less directive than those of instrument 52-109.

Appendix A presents the two documents from TBS.

Status Report – August 2007

The internal controls project includes:

- I. Documentation and evaluation of financial processes and internal controls over financial reporting (ICFR)
- II. Documentation and evaluation of financial processes and internal controls over financial statements impacted by the Vision project
- III. Documentation and evaluation of Information Technology general controls (ITGC)

Status Report – Aug. 2007 (cont'd)

I. Documentation and evaluation of financial processes and internal controls over financial reporting (ICFR)

- Delays encountered during the summer period because of vacation of key stakeholders and process owners
- Duplication of tests on Corporate pay process because of separate process and database for Executive pay
- Tests on PSC and Corporate pay have been very positive and mostly minor issues have been discovered
- Great support on the testing by all “clients” involved
- Some remediation on P2P and PSC processes has been implemented and received positively by the clients and stakeholders

Status Report – Aug. 2007 (cont'd)

I. Documentation and evaluation of financial processes and internal controls over financial reporting (ICFR)

- Many of the processes in the internal controls over financial statements rely on IT application controls (ITAC) and on IT General Controls (ITGC)
- In the past ITAC were considered to be part of the ITGC but new information obtained from KPMG IT experts, suggests that ICFR testing should also include testing of the application controls which were excluded in the past
- We are now starting to include ITAC in our testing strategy of ICFR

Status Report – Aug. 2007 (cont'd)

I. Documentation and evaluation of financial processes and internal controls over financial statements

Process number	Process Title	Status (completion %) / Estimated completion date				
		Process validation	Test planning	Sample Selection	Testing	Reporting
1	Third party administrators	In-process 20%	09/07/2007	09/14/2007	10/12/2007	10/26/2007
2	Purchase to pay (P2P)	Completed	Completed	Completed	In-process 90%	In-process 50%
3	Payroll - Local and Personal Services Contracts (PSC)	Completed	Completed	Completed	In-process 90%	In-process 10%
4	Payroll - Corporate	Completed	Completed	Completed	In Process 80%	In-process 10%
5	Property, Plant and Equipment (PPE -Capital)	In-process 60%	09/07/2007	09/14/2007	10/26/2007	11/09/2007
7	Subscriber revenue	In-process 20%	09/14/2007	09/28/2007	11/02/2007	11/16/2007
8	Rentals	In-process 20%	09/14/2007	09/28/2007	11/02/2007	11/16/2007
9	Cash Management	In-process 75%	09/07/2007	09/14/2007	10/12/2007	10/26/2007
11	Mergers and acquisitions	In-process 20%	09/07/2007	09/14/2007	10/12/2007	10/26/2007
12	Financial Reporting	In-process 20%	09/07/2007	09/14/2007	10/12/2007	10/26/2007
13	Taxation	09/07/2007	09/14/2007	09/21/2007	10/19/2007	11/02/2007
14	Budget and forecasting	Completed	Completed	Completed	In-process 40%	09/30/2007
15	Related Party transactions	In-process 20%	09/07/2007	09/14/2007	10/12/2007	10/26/2007
16	Intra Company transactions	In-process 20%	09/07/2007	09/14/2007	10/12/2007	10/26/2007
17	Control Environment	09/14/2007	09/21/2007	09/27/2007	10/12/2007	10/19/2007
	ITAC testing	09/07/2007	09/07/2007	09/28/2007	11/23/2007	12/21/2007

Status Report – Aug. 2007 (cont'd)

II. Documentation and evaluation of financial processes and internal controls over financial reporting impacted by the Vision project

No action planned until Vision is live with all Networks at which time we will review the control and process documentation.

As Vision go-live dates are being pushed back, so are the Internal Control project end dates. Consideration should be given to remove the Vision process from the scope of this project so that the project can be closed by March 31, 2008 and moved to a sustainment phase which would include a special project for Vision controls. This will be discussed at the next Project Steering Committee meeting.

Status Report – Aug. 2007 (cont'd)

III. Documentation and evaluation of Information Technology general controls (ITGC)

Most recommendations can be addressed with tighter processes, policies & procedures:

- AQUA
 - Incorporated the Cobit controls suggested by KPMG
 - Training sessions in Spring 2007 to all application and project staff
- ITSM Project
 - Completed ITIL Maturity assessment in Autumn 2006
 - Apollo 13 sessions conducted in Spring 2007
 - Acquisition of an automated tool to document processes and associated assets
 - ITIL process implementation to obtain a maturity level of 3 for all processes
- Identity Management
 - Completed integration with VIP, ScheduALL, ART WEB
 - Capital project has started to include SAP in 2007/08
- SAP/GRC
 - Joint project with Corporate Finance to implement the GRC module
- Internal audit
 - The audit occurred in Winter 2007 on the access control of financial and HR systems

Status Report – Aug. 2007 (cont'd)

III. Documentation and evaluation of Information Technology general controls (ITGC)

IT has submitted an action plan for remediation of outstanding deficiencies:

- The proposed remediation plan is based on the assumption that the appropriate corporate priority setting will support the timeline and funding will be available
- Projects will be implemented on an on-going basis over the next 18 months

KPMG has been requested to assist and provide an assessment of requirements for testing of the ITGC.

- Based on KPMG's assessment, IT will determine the testing strategy

PROJECT TIMEFRAME

Overall Project Timeframe

Phase	Estimated Completion Date as at last status	Revised Completion Date (1)
Planning and Scoping	Completed	Completed
Documentation	February 28, 2008	April 30, 2008
Evaluation	March 31, 2008	May 31, 2008
Testing and Remediation	June 30, 2008	August 31, 2008
Reporting:		
Design	March 31, 2008	May 31, 2008
Effectiveness	June 30, 2008	September 30, 2008

(1) Based on revised Vision Go-Live dates of August for FTN and January 2008 for ETN.

Project Timeframe

I. Documentation and evaluation of financial processes and internal controls over financial reporting

Phase	Estimated Completion Date as at last status	Revised Completion Date
Planning and Scoping	Completed	Completed
Documentation	Completed	Completed
Evaluation	Completed	Completed
Testing and Remediation (1)	September 30, 2007	November 30, 2007
Reporting: Design Effectiveness (2)	Completed September 30, 2007	Completed March 31, 2008

- (1) Testing and remediation has be postponed to November 30, 2007 to allow for testing of the ITAC as per new guidelines from KPMG.
- (2) Reporting on the Effectiveness of ICFR has been set to March 31, 2008 to coincide with the reporting on the ITGC. This is due to the fact that the effectiveness of ICFR is dependant on the effectiveness of the ITGC. (A preliminary report will be issued by December 31, 2007)

Project Timeframe (cont'd)

II. Documentation and evaluation of financial processes and internal controls over financial reporting impacted by the Vision project

Phase	Estimated Completion Date as at last status	Revised Completion Date (1)
Planning and Scoping	Completed	Completed
Documentation of designed controls	Completed	Completed
Documentation of actual controls after go-live	February 28, 2008	April 30, 2008
Evaluation	March 31, 2008	May 31, 2008
Testing and Remediation	June 30, 2008	August 31, 2008
Reporting:		
Design	March 31, 2008	May 31, 2008
Effectiveness	June 30, 2008	September 30, 2008

(1) Based on Vision Go-Live dates of August for FTN and January 2008 for ETN

Project Timeframe (cont'd)

III. Documentation and evaluation of Information Technology general controls (ITGC)

Phase	Estimated Completion Date as at last status	Revised Completion Date
Planning and Scoping	Completed	Completed
Documentation	Completed	Completed
Evaluation	Completed	Completed
Testing and Remediation	March 31, 2008	March 31, 2008
Reporting: Design Effectiveness	Completed March 31, 2008	Completed March 31, 2008

Project Timeframe (cont'd)

Comments

- (1) Timelines for ICFR testing are greatly dependent on Vision go-live for ETN since the main project resource for the English Network is also responsible for Vision conversion activities which are a priority
- (2) Timelines for ITGC and ITAC testing are dependent on availability of IT resources to perform testing for ITGC and to assist the project team for ITAC testing

PROJECT COSTS

Project costs

s.18(a)
s.18(b)

PHASE	KPMG				CBC			
	Total Project Budget		Actual (Project to date as at July 31, 2007)		Total Project Budget		Actual (Project to date as at July 31, 2007)	
	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours (1)
Documentation of sub-processes								
Identification of sub-process risks and related controls								
Evaluation of design and operation effectiveness								
Identify deficiencies								
Reporting / Project Management								
Evaluate entity level control framework								
IT general controls								
On Air Vision								
Total								

Notes:

(1) CBC actual hours and costs are estimated as Finance staff do not charge their time to specific projects

**Internal Controls Self-Assessment Project
Status Report, August 2007**

APPENDIX A

Treasury Board Secretariat documents

- 1) Certification Regime for Crown Corporations;**
- 2) Self -Assessment Questionnaire in Support of the Certification of Crown Corporation Financial Statements**

CERTIFICATION REGIME FOR CROWN CORPORATIONS

Introduction

The *Review of the Governance Framework for Canada's Crown Corporations* published in 2005 committed the Treasury Board Secretariat to "examine, in consultation with Crown corporations, the development of a certification regime that would be applicable to all Crown corporations."

This document describes a possible certification regime that Treasury Board Secretariat has developed for Canada's Crown corporations. It draws from certification-related developments in both the public (the proposed Policy on Internal Control being developed by the Office of the Comptroller General) and private sectors (Canadian Securities Administrators proposed Multilateral Instrument 52-109).

Objectives of the Certification Regime for Crown Corporations

- To enhance management responsibility for the accuracy of Crown corporation financial statements
- To encourage the development of effective internal controls over financial reporting
- To encourage the development of effective disclosure controls and procedures – to keep both the Crown corporation's Board of Directors and where required the responsible Minister apprised of significant developments

Description

The certification regime for Crown corporation financial statements will consist of the following:

1. A base minimal level of certification/sign-offs (founded in regulations) for all parent and deemed parent Crown corporations; and
2. Voluntary additional certification measures, as chosen by Crown corporations, based on their internal assessment of the corporation's needs and overall financial risks. Guidance documents as to various known certification measures and possible means for conducting such assessments would be available from TBS.

1. Base/Minimal level of certification/sign-offs:

Crown corporations would be required to insert a "Statement of Management Responsibility" in each annual report that includes CEO and Chair attestation of the following:

- a. That the financial statements are accurate and do not contain any misrepresentations;
- b. That the Crown corporation has designed internal controls over financial reporting and disclosure controls and procedures that are appropriate to the circumstances of the Corporation. *Note that Crown corporations will have the latitude to determine the rigor and depth of the internal controls over financial reporting and the disclosure controls and procedures, based on their assessment of their business needs;*
- c. That the internal controls over financial reporting and disclosure controls and procedures apply to the entire consolidated financial statements. If this is not the

case, the areas not covered must be clearly identified. *For example, this could include variable interest entities, or other interests partially owned by the corporation;*

- d. That, if applicable, any significant deficiencies to either the internal financial reporting or disclosure controls have been disclosed, particularly those that could lead to material misstatements or important information going unreported. In these cases, management should outline to the extent of their knowledge the potential impacts of any such reportable deficiencies, and any actions being taken to mitigate those impacts or resolve the deficiencies.

2. TBS Guidance Documentation in support of additional certification measures:

Implementing additional certification measures will remain at the discretion of each Crown corporation's board of directors. Crown corporations who self-identify that their financial activities are more complex (or involve greater levels of risk, or would be more significantly impacted by material misstatements in their financial statements or non-disclosure of important information), will be encouraged to explore and adopt additional certification measures beyond the basic sign-offs described above.

More specifically, the Audit Committee of the board of directors of each Crown corporation will be guided to review the corporation's certification regime, including the internal controls over financial reporting and the disclosure controls and procedures in place. The Audit Committee should then offer its advice to the CEO and Chair as to whether the corporation's circumstances warrant the adoption of additional certification measures beyond those mandated by the legislation described above, and whether the internal controls over financial reporting and the disclosure controls and procedures currently in place are appropriate.

To assist Audit Committee members in performing this task, Treasury Board Secretariat will provide:

- A self-assessment questionnaire for possible use by Crown corporations in determining whether the adoption of additional certification measures is warranted or useful. Use of the questionnaire will be entirely voluntary – Crown corporations are at liberty to use other tools or other decision aides to determine whether or not to pursue additional certification measures – and Crown corporations will not be expected to share the results of this self-assessment exercise; and
- A menu of known frameworks and approaches to internal control over financial reporting.

Attachments

- Draft *Self Assessment Questionnaire in Support of the Certification of Crown Corporation Financial Statements* is attached for comment.

Governance Directorate
RDIMS #542537



Self-Assessment Questionnaire in Support of the Certification of Crown Corporation Financial Statements

May 2007



Context

Treasury Board of Canada Secretariat has outlined its approach to the certification of Crown corporation financial statements in the document titled *Certification Regime for Crown Corporations*. The approach consists of:

1. A base minimal level of certification/sign-offs (founded in regulations) for all parent and deemed parent Crown corporations; and
2. Voluntary additional certification measures, as chosen by Crown corporations, based on their internal assessment of the corporation's needs and overall financial risks.

To assist Crown corporations in determining whether or not to adopt additional certification measures, TBS further committed to provide the following:

- a) A self-assessment questionnaire to assist Crown corporations in determining whether the adoption of additional certification measures is warranted or useful; and
- b) A menu of known frameworks and approaches to internal control over financial reporting.

Enclosed is the self-assessment questionnaire.

Purpose of This Tool

This questionnaire is intended to assist the Audit Committee of each Crown corporation's Board of Directors in determining whether or not to pursue additional certification measures beyond those founded in regulations.

Instructions

The questionnaire consists of 70 yes/no questions organized under the following themes:

- Review of Financial Statements
- Financial Reporting Risk Factors
- Internal Control Risk Factors
- IT Risk Factors
- Financial Risk Factors
- Operational Risk Factors

For certain questions, a series of "Considerations" are also provided that raise relevant issues and provide additional context to the questions.

The questionnaire focuses on two complex subjects: internal financial controls and the accuracy of financial statements. The 70 questions and related considerations are drawn from private sector experiences and are intended to provide insights on potential sources



of risk. The questionnaire is therefore designed to encourage Crown corporations to explore whether the financial controls in place within their organizations are appropriate, given the level of risk associated with their financial management and reporting activities. Those corporations giving themselves Level 2 or Level 3 risk ratings are encouraged to pursue additional certification measures. Treasury Board of Canada Secretariat will be providing additional guidance in the future on the kinds of additional certification measures Crown corporations could choose to adopt.

Note that usage of the questionnaire is entirely voluntary, and Crown corporations are not being asked or expected to share the results of this self-assessment exercise.



Summary of Risk Assessment

The following table is intended to summarize the results of the self-assessment exercise. Note that questions have not been systematically weighted to calculate a risk-based result. Rather, the Crown corporation is encouraged to ascribe an overall risk rating based on its view of the relative importance and impact of each of the six themes. Level 3 represents a high level of risk of material misstatements or non-disclosure of important information, and Level 1 a low level of risk of such misstatements or non-disclosure.

Risk Analysis	Assessment
Review of Financial Statements	<input type="checkbox"/> Level 3 <input type="checkbox"/> Level 2 <input type="checkbox"/> Level 1
Financial Reporting Risk Factors	<input type="checkbox"/> Level 3 <input type="checkbox"/> Level 2 <input type="checkbox"/> Level 1
Internal Control Risk Factors	<input type="checkbox"/> Level 3 <input type="checkbox"/> Level 2 <input type="checkbox"/> Level 1
IT Risk Factors	<input type="checkbox"/> Level 3 <input type="checkbox"/> Level 2 <input type="checkbox"/> Level 1
Financial Risk Factors	<input type="checkbox"/> Level 3 <input type="checkbox"/> Level 2 <input type="checkbox"/> Level 1
Operational Risk Factors	<input type="checkbox"/> Level 3 <input type="checkbox"/> Level 2 <input type="checkbox"/> Level 1
Overall Risk Assessment	

Comments:



Significant Account Considerations

The Crown Corporation needs to consider the significance of various accounts or groups of accounts and disclosures in making an assessment of the likelihood that errors of importance may have occurred or could occur in the future. Accounts or groups of accounts and disclosures are significant if they could contain errors of importance based upon their materiality and/or relationship to identified business and financial statement risks.

The determination of significant accounts and disclosures begins at the financial statement caption (balance sheet and income statement) or disclosure level. Further separation of the components of an account, or group of accounts, to the extent the components are subject to differing risks, (both inherent and control) should also be considered.

An account or group of accounts or disclosure is significant if it could contain errors of importance. Sources of errors of importance include the following:

- Those accounts (or group of accounts) and disclosures that individually or collectively could have a material effect on the financial statements (“material errors”).
- Other matters that, even though they are not material in terms of their size, could adversely affect the Crown if they were to remain undetected (e.g., illegal acts, conflicts of interest, and questionable management perquisites).

When determining whether accounts are “not significant”, you need to consider the risks of material misstatements due to fraud or error. Once there is a risk of fraud due to pressures on management, there is a risk that fraudulent journal entries could be made to accounts that might be considered “not significant.”

Quantitative Considerations

The purpose is to identify those financial statement accounts that are considered to be significant in evaluating the degree of financial reporting risk. The more significant an account, the more the Crown corporation is exposed to financial reporting risk.

Significance		
<i>(Amount)</i>		
Basis for setting significance - depending on the most relevant base (see right)	<ul style="list-style-type: none"> • 2.5% of pre-tax income • 0.25% of revenue or expenses • 0.15% of total assets 	



Qualitative Considerations

Significant risks are defined as risks that result from significant conditions, events, circumstances or actions that could adversely affect the entity’s financial statements or business without the consideration of related internal controls. Significant risks are noted as those inherent risks with both a higher likelihood of occurrence and a higher magnitude of effect should they occur. When identifying significant risks consider the following:

- Whether the risk is a material risk of fraud (always a significant risk)
- Whether the risk involves media, public or political attention
- Whether the risk is related to recent significant economic, accounting or other developments and therefore requires special attention
- The complexity of the underlying transactions
- Whether the risk involves significant transactions with related parties
- The degree of subjectivity in determining the account balance or disclosure related to the risk
- Whether the risk involves significant transactions that are outside the normal course of business for the entity, or that otherwise appear unusual

Significant Risks	Significant Account Affected

Document the financial statement accounts that are greater than the above calculation of significance level and/or identified as containing significant risks.



Review of Financial Statements

Overview

The fundamental objective of financial reporting is to provide useful information to the shareholder and government in support of rational decision-making. The information should be comprehensible to those who have a reasonable understanding of business and economic activities and are willing to study the information with appropriate diligence. Financial reporting should provide users with management’s perspective on the historical and prospective financial condition and results of operations.

Materiality is a concept that plays a critical role in the judgments of various parties to the financial reporting process. Although generally accepted accounting principles recognize the concept that accounting standards need not be applied to immaterial items, this recognition is more for matters of convenience than for the basic purpose of maintaining accurate books and records. Therefore, while management may consider materiality in selecting the accounting principles to use in the financial statements (including footnotes), it is generally inappropriate to permit known errors to remain in the financial information based merely on their immateriality.

Instructions to Complete this Section

For each account in the following table that meets the criteria of a “significant account” as determined in the previous section, assess whether the account contains a high risk of error.

Points to Consider	Responses	Comments
Cash		
➤ Is cash a significant account?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
Considerations:		
➤ Are there any restrictions on the use of cash?		
Financial Instruments		
➤ Does the organization use derivative/off-balance sheet financial instruments that are not strictly for hedging purposes?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
Considerations:		
➤ Does the organization lack formal investment policies with regard to risk and yield?		
➤ Has the corporation invested in any complex or unusual financial instruments?		
➤ Does the corporation lack established policies and procedures in entering into these agreements and evaluating them?		
➤ Are there any liens, pledges, or other security interests in financial instruments?		
➤		
Accounts Receivable /loans		
➤ Are accounts receivable/loans significant accounts?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
Considerations:		



Points to Consider	Responses	Comments
➤ Are any significant or unusual amounts due from related parties, including officers and employees?		
➤ Is the amount of bad debt write-offs significant this year as compared to previous years?		
➤ Is there a high concentration of credit risk (e.g., industry, geographic area, sole debtor)?		
Inventories		
➤ Is inventory a significant account considered high risk?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
Considerations:		
➤ Were physical inventories not taken periodically? If physical count was taken, was the book to physical inventory adjustment significant? Is the amount of the adjustment significant to the amount at the last physical inventory date?		
➤ Was there a lack of procedures performed to avoid an overstatement of inventory on the balance sheet resulting from the inclusion of obsolete or excess stock? Were the steps taken to identify obsolete and excess inventory that require provision inadequate? Were there any significant write-downs?		
Investments in Affiliated Entities		
➤ Are investments in Affiliated Entities a significant account considered high risk?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
Considerations:		
➤ Does the Corporation account for any investments in partnerships, joint ventures, or other affiliated entities?		
➤ Are there any variable interest entities that require consolidation by the Corporation?		
➤ Does the Corporation have a detailed knowledge of the internal controls and accounting practices of its wholly-owned subsidiaries?		
Property, plant and equipment		
➤ Is property, plant and equipment a significant account considered high risk?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
Considerations:		
➤ Have any of the estimated useful lives or methods changed from the prior year?		
➤ Does the Corporation fail to take periodic physical inventory of fixed assets? If physical count is taken, is the physical inventory reconciled to the financial records?		
➤ Does the Corporation have any significant proposed leases that might require capitalization?		
➤ Have internal-use software costs not been evaluated to determine whether those amounts are being treated properly as either capitalized or expensed costs?		
Other Assets		
➤ Are Other Assets a significant account considered high risk?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Comments:



Points to Consider	Responses	Comments
	<input type="checkbox"/> Unknown	
Considerations:		
➤ Is there a lack of regular review of the carrying values of intangible assets to determine whether there has been impairment in value?		
➤ Have significant deferred tax assets been recognized for which the recovery is based on tax planning strategies or expectations as to future taxable income?		
Current liabilities		
➤ Are current liabilities considered high risk?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
Considerations:		
➤ Are there any significant, unusual accruals?		
➤ Were any significant issues raised by counsel concerning litigation, contingencies, claims, or assessments?		
➤ Were there any other contingencies identified by management that require accrual or disclosure?		
Non-Current liabilities		
➤ Are non-current liabilities considered high risk?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
Considerations:		
➤ Were there any commitments or contingent liabilities indicating possible impairment of an asset or the incurrence of a liability?		
➤ Is the Corporation in danger of not complying with its loan and debt agreements during the next year?		
Shareholder's equity		
➤ Is Shareholder's equity considered high risk?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
Considerations:		
➤ Are there any restrictions on the use of the retained earnings of the Government of Canada?		
➤ Are there dividends payable to Government of Canada?		
Revenues and expenses		
➤ Are revenues and expenses considered high risk?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
Considerations:		
➤ Is the Corporation's revenue recognition policy inconsistent with that of other companies in the same industry? Has the Corporation's policy changed in the current year?		
➤ Are there any unusual or nonrecurring items of revenue or expense included in the financial statements?		
➤ Do any industry specific accounting principles apply to the Corporation? If so how do they differ from the general revenue recognition principles?		



Points to Consider	Responses	Comments
Income taxes		
➤ Are income taxes a significant account considered high risk?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
Considerations:		
➤ Are there open tax years and items of exposure or dispute in those years? Is the balance sheet income tax liability inadequate to cover any probable additional assessments? Is there a lack of disclosure of the Corporation's tax exposures, including unrecorded amounts that are reasonably possible to occur?		
Structured transactions (including those involving special purpose entities)		
➤ Did the Corporation enter into any risky structured transactions?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
Considerations:		
➤ Is the structured transaction difficult to understand and/or explained by management?		
➤ Has sufficient information on the transaction been disclosed to the shareholder, to promote an understanding of the purpose and economics of the transaction?		
Overall Risk Assessment		
<ul style="list-style-type: none"> – Less than 3 Yes or Unknown answers would tend to indicate a Level 1 risk assessment – Between 3 and 8 Yes/Unknown answers would tend to indicate a Level 2 risk assessment – Greater than 8 Yes/Unknown answers would tend to indicate a Level 3 risk assessment 	<input type="checkbox"/> Level 3 <input type="checkbox"/> Level 2 <input type="checkbox"/> Level 1	
Comments:		



Financial Reporting Risk Factors

Overview

Clear and complete disclosure is a key factor to financial reporting. In particular, complex transactions such as those with related parties or subsidiaries, special purpose entities, off-balance-sheet vehicles, or situations that involve contingent obligations, derivatives, financial guarantees, and liquidity, among others, heighten the importance of financial disclosures to present a complete picture of a Corporation and its risks. Therefore, it is important not only to assess whether the technical disclosure requirements of GAAP have been met, but also to consider the depth and transparency of the disclosures with a focus on helping the reader more fully understand the substance of the Corporation's risks and rewards.

Key financial reporting issues that are especially relevant in the current environment are as follows:

- **Liquidity and Viability Issues.** The current business environment and market conditions might lead to rapidly deteriorating operating results and liquidity challenges for some companies, particularly those with reduced access to capital.
- **Unusual Transactions.** Among the most frequently cited sources of financial reporting risk are significant adjustments or unusual transactions occurring at or near year-end. Unusual transactions might include sales of assets outside the ordinary course of business, significant or unusual period-end revenues, introduction of new period-end sales promotion programs, and disposal of a segment of a business. These types of transactions and adjustments often occur outside the Corporation's ordinary course of business and, therefore, may not be subject to the checks and balances imposed by the internal control system.
- **Transactions with Related Parties.** Increased pressures on management to maintain or achieve financial targets may heighten the risk of improper accounting or disclosure of related party transactions. Related party transactions lack the independent negotiations as to structure and price that are present in transactions with unrelated parties. Difficult economic times also increase the possibility that the economic substance of certain transactions may be other than their legal form, or that transactions may lack economic substance. Parties that have no independent substance may have no separate ability to carry out transactions or stand behind agreements.
- **Transactions Involving Off-Balance Sheet Arrangements including Special Purpose Entities.** Some entities make use of off-balance sheet arrangements to conduct financing or other business activities (for example, the use of foundations). These may involve unconsolidated, non-independent, limited purpose entities, often referred to as structured finance or special purpose entities (SPEs). These entities may be used to solicit donations, or provide liquidity, or market risk or credit support, or may involve leasing, hedging, or research and development services. These arrangements or entities may result in contractual or other commitments by the Corporation, such as requirements to fund losses, or may otherwise have financial impacts resulting from the performance or non-performance of the other party.



Transactions with special purpose entities intended to shift assets or liabilities off-balance-sheet require special attention due to the complicated accounting and disclosure rules applicable to many of these transactions. The ownership structure of the entity and the terms of the transactions may be critical to determining whether off-balance sheet treatment is appropriate under generally accepted accounting principles. The adequacy of disclosure also is important since the potential impact of these transactions may not be evident from the basic financial statements.

Instructions to Complete this Section

Please complete all questions in this section.

Points to Consider	Responses	Comments
➤ Is there significant pressure to meet earnings or revenue targets? Any other unusual pressures on management?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Is the organization highly decentralized? Are there a large number of facilities spread out geographically?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Are the organization's products and services sensitive to technological change?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Does the organization have significant related parties?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Is the organization experiencing significant growth?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Are the organizations significant financial statement accounts or disclosures susceptible to material errors? Have there been material errors in the past?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Have there been instances of employee fraud in the last 3 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Are there certain financial statement accounts that are significant, in size and composition, relative to the organization?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Are there any inexperienced personnel who have been given responsibilities related to the significant accounts?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Is there a significant volume of activity or individual transactions processed through the significant accounts?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Are there complex individual transactions processed through the significant accounts?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Are there significant accounts subject to a degree of estimation or affected by judgment?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Are there unusual or complex transactions entered into at or near year-end?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Does the organization have significant non-routine or estimation processes?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:



Points to Consider	Responses	Comments
<p>Overall Risk Assessment</p> <ul style="list-style-type: none"> • Less than 5 Yes or Unknown answers would tend to indicate a Level 1 risk assessment • Between 5 and 9 Yes/Unknown answers would tend to indicate a Level 2 risk assessment • Greater than 9 Yes/Unknown answers would tend to indicate a Level 3 risk assessment 	<p><input type="checkbox"/> Level 3 <input type="checkbox"/> Level 2 <input type="checkbox"/> Level 1</p>	

Internal Control Risk Factors

Overview

Large layoffs, staff reductions, and notifications to employees of impending termination can affect internal control over financial accounting and reporting systems. Remaining employees may feel overwhelmed by their workloads, lack time to complete tasks and consider decisions, and simply be performing too many tasks and functions to meet the required levels of accuracy. In addition, rapid business expansion, changes in business strategies, and integration of different businesses may outstrip the ability of a Corporation’s financial systems to remain under effective internal control. Furthermore, controls at business units whose divestiture has been announced may be disrupted. As a result of any of these factors, internal control may become less effective or ineffective.

Relevant considerations are whether:

- The attention to internal control has been maintained in the face of significant changes in the business.
- As a result of unfilled positions, key control procedures are no longer being performed, are being performed less frequently, or are being performed by individuals lacking proper understanding to identify and correct errors.
- Layoffs of information technology (IT) personnel have had a negative effect on the entity’s ability to initiate, process, or record its transactions, or maintain the integrity of information generated by the IT system.
- Key functions that should be segregated are now being performed by one person.
- The impact of changes to the control environment have altered internal control effectiveness and potentially resulted in a material control weakness.
- Changes in internal control caused by past or pending layoffs or staff reductions create an opportunity for fraudulent activities, including misappropriation of assets.



Instructions to Complete this Section

Please complete all questions in this section.

Points to Consider	Responses	Comments
➤ Is segregation of duties inadequate (e.g., can one person both initiate and approve transactions) and lack compensating controls?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Should the Corporation be improving its anti-fraud programs?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Does the Corporation lack a formal code of conduct or is the code inadequate?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Are there inadequate controls over the approval and monitoring of special transactions (e.g., related party transactions, securitizations using special purpose entities, and other structured transactions)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Does the Corporation have an inadequate business continuity plan or has a plan that has not been or rarely tested?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Were significant deficiencies or material weaknesses in the Corporation's internal control over financial reporting identified?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ For material weaknesses identified, were the underlying causes of the weaknesses systemic?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Was management response to identified significant deficiencies and material weaknesses inadequate and not timely?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
Overall Risk Assessment <ul style="list-style-type: none"> • Less than 2 Yes or Unknown answers would tend to indicate a Level 1 risk assessment • Between 2 and 5 Yes/Unknown answers would tend to indicate a Level 2 risk assessment • Greater than 5 Yes/Unknown answers would tend to indicate a Level 3 risk assessment 	<input type="checkbox"/> Level 3 <input type="checkbox"/> Level 2 <input type="checkbox"/> Level 1	
Comments:		

I/T Risk Factors

Overview

The role of IT is to support existing and drive new business by allowing enterprises to capitalize on the information stored within their systems. The ability to effectively transact business based on electronic data requires access be given only to properly authenticated parties, as well as data integrity, proper availability, and security from unauthorized views and tampering. Unfortunately, risks always exist and humans are imperfect, thus companies must have the proper procedures and technology to ensure that data, infrastructure, network, software, and system fault-tolerance, failover, and integrity is sufficiently mitigated.

Critical IT risk factors include increasing business dependence on IT, complex and diverse technologies, geographic dispersal of people and systems, and insufficient and



disparate authentication, intrusion detection, and other security measures. Moreover, swelling business requirements are forcing IT departments to find ways to eliminate business constraints with automation, increase availability, and integrate processes and technologies across the enterprise and to key business partners. External factors include evolving legislature, event risk including acts of God, hostile employees, utility outages, and threats of viral attack and hacking.

Exposure points should be reviewed from an end-to-end business perspective, procedurally, and technically. IT executives should work with executive, internal audit, and management teams to assess the business exposure of key application, data, and infrastructure components, and the potential costs of failures. This risk assessment exercise should concentrate on taking full inventory of and identifying the critical characteristics of applications, business processes databases, networks, and systems.

Instructions to Complete this Section

Please complete all questions in this section.

Points to Consider	Responses	Comments
➤ Has there been inaccurate accounting information as a result of IT inefficiency?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Has there been a failure of the IT systems to provide accounting information on time and format?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Is there a lack of documented, communicated, or monitored IT policies?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Is there insufficient segregation of IT duties?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Are there significant issues with data integrity?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Are controls on key data or systems inadequate or inconsistent?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Is the systems architecture inappropriate, or out of date?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Is the organization susceptible to network shutdowns? Communications breakdowns? Insufficient support?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Is there lack of a disaster recovery plan?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Is the organization heavily dependent on IT?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Are there inadequate or insufficient IT resources?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Are there inadequate system development policies and procedures?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Are there inadequate IT performance and control monitoring (i.e. Scheduling and data backup/recovery)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:



Points to Consider	Responses	Comments
Overall Risk Assessment <ul style="list-style-type: none"> • Less than 3 Yes or Unknown answers would tend to indicate a Level 1 risk assessment • Between 3 and 8 Yes/Unknown answers would tend to indicate a Level 2 risk assessment • Greater than 8 Yes/Unknown answers would tend to indicate a Level 3 risk assessment 	<input type="checkbox"/> Level 3 <input type="checkbox"/> Level 2 <input type="checkbox"/> Level 1	
Comments:		

Financial Risk Factors

Overview

Fluctuations in interest rates, currency exchange rates, and commodity prices can create financial risks for Crown corporations operating in today's complex business environment. Financial risk management is the process of controlling those risks, which can be done effectively only after a corporation has identified, analyzed, and measured the financial risks it faces. That requires a working partnership between a corporation's operations and treasury functions. Input from operations and treasury drives a Corporation's financial risk management strategies and approaches. Both the strategies used and the approaches employed are based on an understanding of a corporation's business processes and the inherent financial risks. Treasury works with operating units to develop approaches to control those risks cost-effectively, thereby limiting potential losses and stabilizing cash flow. An effective financial risk management strategy requires careful planning and clear policies, as well as an understanding of the instruments available.

The table below outlines some of the financial risk factors and degree to which the organization responds or manages these risk factors.

Instructions to Complete this Section

Please complete all questions in this section.

Points to Consider	Responses	Comments
Capital Structure		
➤ Does the corporation have significant borrowings?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Is the corporation at risk of loan default?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Does the corporation have wholly owned subsidiaries and/or variable interest entities?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
Liquidity & Credit		
➤ Is there insufficient liquidity?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Is there significant credit risk in key customers?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:



Points to Consider	Responses	Comments
Legal		
➤ Has the organization contravened or been accused of contravening government regulations in the recent past (i.e. Health and safety, environmental)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Does the organization operate in a complex legal or statutory environment?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Have there been breaches of significant contracts in the recent past?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Have there been recent accusations of unfair contracting or media attention on contracting practices?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Is the organization exposed to litigation or other significant legal liability?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
Overall Risk Assessment <ul style="list-style-type: none"> • Less than 3 Yes or Unknown answers would tend to indicate a Level 1 risk assessment • Between 3 and 6 Yes/Unknown answers would tend to indicate a Level 2 risk assessment • Greater than 6 Yes/Unknown answers would tend to indicate a Level 3 risk assessment 	<input type="checkbox"/> Level 3 <input type="checkbox"/> Level 2 <input type="checkbox"/> Level 1	
Comments:		

Operational Risk Factors

Overview

The definition of operational risk includes breakdowns or failures relating to people, internal processes, technology or the consequences of external events. Operational Risk is a broader concept than ‘operations’ or back office risk. It encompasses risk inherent in business activities across an organization and its losses have the potential to be of much greater magnitude.

It is relatively straightforward for an organization to set and observe specific, measurable levels of market risk and credit risk. By contrast it is relatively difficult to identify or assess levels of operational risk and its many sources.

Instructions to Complete this Section

Please complete all questions in this section.

Points to Consider	Responses	Comments
People		
➤ Are the organization’s lines of financial and operating responsibility unclear or blurred?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Is there inadequate succession planning especially in the area of Finance?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Are performance objectives, measurements, policies and feedback systems unclear or inadequate?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Comments:



Points to Consider	Responses	Comments
	<input type="checkbox"/> Unknown	
➤ Have there been significant changes and staff turnover, especially in finance management during the period?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
Processes		
➤ Is the organization excessively procedure driven and bureaucratic?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Is the entity subject to occasional breakdowns in the supply chain / inbound logistics?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Does the corporation need to improve its service function?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Has the entity experienced recent product quality or safety issues?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
➤ Does the Corporation need to improve its IT security?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown	Comments:
Overall Risk Assessment <ul style="list-style-type: none"> • Less than 2 Yes or Unknown answers would tend to indicate a Level 1 risk assessment • Between 2 and 5 Yes/Unknown answers would tend to indicate a Level 2 risk assessment • Greater than 5 Yes/Unknown answers would tend to indicate a Level 3 risk assessment 	<input type="checkbox"/> Level 3 <input type="checkbox"/> Level 2 <input type="checkbox"/> Level 1	
Comments:		

Audit Committee

September 12, 2007

Subject matter

Ratification of the Chair's and of the President and CEO's Travel and Hospitality expenses (April 1 to June 30, 2007)

Background

At the June 2004 meeting, the Board decided to comply with the Treasury Board's request to post the travel and hospitality expenses of the Chairman of the Board and the President and CEO on CBC/Radio-Canada's website on a quarterly basis.

Information on the matter

The attached information for the first quarter of the year 2007-2008 (April 1 to June 30, 2007) is attached for ratification. For your information purposes only, we have also provided you with comparative numbers for the same period in 2006-2007, where applicable.

Only the expenses incurred in 2007-2008 will be posted on CBC/Radio-Canada's website.

For decision**For information****Prepared by**

Name: Johanne Charbonneau
date: August 27, 2007

Management recommendation

We recommend that the Chair's and the President and CEO's expenses for the first quarter of 2007-2008 (April 1 to June 30, 2007) be ratified by the Audit Committee.

Last discussed at the Board

Date: June 19, 2007
Decision made: The expenses of the Acting Chair and President and CEO's were ratified as presented for the 4th quarter of 2006-2007.

Next steps

Ratify the expenses for the second quarter of 2007-2008 (July 1 to September 30, 2007) at the November 16, 2007 meeting **before** posting on the website.

**SUMMARY OF EXPENSES
FOR THE PERIOD APRIL 1 - JUNE 30, 2007
FOR TIM CASGRAIN, CHAIR, BOARD OF DIRECTORS
(in dollars \$)**

	<u>2007 - 2008</u>	<u>2006 - 2007</u>
Transportation and travel	3,622	
Accommodation	2,341	
Meals	137	
Duty entertainment and receptions	-	
	_____	_____
Total expenses	\$6,100	\$0

2007 - 2008

These expenses include costs for travel to chair the Board of Directors' meetings in Vancouver and St-John's, to Banff attend the Television Festival, and to Ottawa to appear before the Heritage Committee.

2006 - 2007

N/A

**SUMMARY OF EXPENSES
FOR THE PERIOD APRIL 1 - JUNE 30, 2007
FOR ROBERT RABINOVITCH, PRESIDENT AND CEO
(in dollars \$)**

	<u>2007 - 2008</u>	<u>2006 - 2007</u>
Transportation and travel	19,724	17,311
Accommodation	8,085	10,752
Meals	1,698	2,131
Duty entertainment and receptions	<u>2,842</u>	<u>4,541</u>
Total expenses	\$32,349	\$34,735

2007 - 2008

These expenses include two business trips to New York City, two Board meetings (in Vancouver and St-John's), a trip to attend the Banff Television Festival as a panelist and a trip to attend the Paley Center for Media's Annual International Council (formerly the Museum of Television and Radio). It also includes costs for regular travel between CBC/Radio-Canada facilities in Ottawa, Toronto and Montreal.

2006 - 2007

These expenses include two business trips to New York City, two Board meetings (in Saint John and Yellowknife), and a trip to attend the Banff Television Festival as a panelist. It also includes costs for regular travel between CBC/Radio-Canada facilities in Ottawa, Toronto and Montreal, as well as visits of CBC/Radio-Canada stations in Moncton and Whitehorse.

**Pages 1060 to / à 1064
are withheld pursuant to section
sont retenues en vertu de l'article**

68.1

**of the Access to Information Act
de la Loi de l'accès à l'information**

Audit Committee

September 12, 2007

Subject matter

REVIEW TERMS OF REFERENCE OF THE AUDIT COMMITTEE

Background

An annual review of the Terms of Reference is mandated. There are no changes proposed to the Terms of Reference at this time. The committee is at liberty to propose changes to the Terms of Reference based on its experience with the current ones.

Information on the matter

See attached document

For decision

For information

Prepared by

Name: Meg Angevine
Date: August 21, 2007

Management recommendation

IT IS RESOLVED THAT the Audit Committee recommends to the Board of Directors for approval the Terms of Reference for the Audit Committee as circulated.

Last discussed at the Board

Date: June 20, 2006
Decision made: Approved.

Next steps

TERMS OF REFERENCE FOR THE AUDIT COMMITTEE

I. PURPOSE

The purpose of the Audit Committee (the “Committee”) is to assist the Board in fulfilling its oversight responsibilities by monitoring the integrity of the financial information that will be provided to Parliament and other stakeholders, the systems of internal controls and risk management, which management and the Board have established, and the audit process.

The Committee affords management, the internal auditor and the external auditor a direct conduit to the Board while keeping with the Board certain ultimate decision making powers or responsibilities which have not already been otherwise delegated to the Committee, management or to the Pension Board of Trustees.

II. COMPOSITION AND TERMS OF OFFICE

- A. The Committee shall consist of not fewer than three and not more than six directors, none of whom may be officers or employees of the Corporation. Members shall hold office from the date of their appointment by the Board until the next annual meeting of the Corporation.
- B. The Committee Chair and the members of the Committee shall be appointed by the Board on the recommendation of the Chairperson of the Board.
- C. The Committee shall meet regularly, not less than four times a year, and at such other times as may be requested by the Committee Chair. The internal or the external auditor or any member of the Committee may call a meeting of the Committee.
- D. A majority of members of the Committee shall constitute a quorum.
- E. All members of the Committee shall be financially literate. Financial literacy shall mean that a Director has, at a minimum, the ability to read and understand the fundamentals of financial statements, including the Corporation's balance sheet, income statement, and cash flow statement, and the notes attached thereto.
- F. The Committee Chair shall, in consultation with the Chief Financial Officer and the internal auditor, set the agenda and the annual timetable, which shall then be circulated among the Committee members.

TERMS OF REFERENCE FOR THE AUDIT COMMITTEE

- G.** The Board Chairperson, the President and CEO, the Chief Financial Officer, the internal auditor and the external auditor shall have direct access to the Committee and shall receive notice of and may attend all meetings of the Committee, except where the Committee meets in camera with the external and/or internal auditor or with only members of the Committee.
- H.** The internal auditor and the external auditor shall each meet separately with the Committee in camera, at least once annually.
- I.** The Committee shall periodically review its own terms of reference to ensure they continue to be appropriate, and shall make recommendations to the Board for changes as necessary.
- J.** The Corporate Secretary or his/her delegate shall serve as Secretary to the Committee.

III. DUTIES AND RESPONSIBILITIES

Subject to the powers and duties of the Board, the Board delegates to the Committee the following duties and responsibilities to be performed by the Committee on behalf of the Board:

A. Financial Statements and Other Financial Information

The Committee shall:

- i) review the Corporation's audited financial statements and recommend their approval by the Board;
- ii) review the Corporation's quarterly management financial statements and reports;
- iii) review the appropriateness of the accounting policies used in the preparation of the Corporation's financial statements, and approve any changes to such policies;
- iv) review the financial sections (Highlights and Management Discussion and Analysis) of the Annual Report with particular attention to the presentation of unusual or sensitive matters such as disclosure of related party transactions, significant non-recurring events, changes in accounting principles and all significant variances between comparative reporting periods;

TERMS OF REFERENCE FOR THE AUDIT COMMITTEE

- v) review the Statement of Management's Responsibility for the Financial Statements as signed by senior management;
- vi) receive the report from the CFO regarding off balance sheet commitments.

B. Risk Management, Internal Control and Information Systems

The Committee shall oversee the development and operation of an integrated corporate risk management framework to provide assurance that the key risks are identified, prioritized and managed appropriately. The Committee shall also review and obtain reasonable assurance that the risk management, internal control and information systems are operating effectively to produce accurate, appropriate and timely management and financial information. The Committee shall:

- i) review the appropriateness of the Corporation's financial management controls and significant policies and recommend changes as necessary;
- ii) review, discuss and consider with the external and internal auditors the approach to risk assessment including an annual assessment of areas of greatest risk to the Corporation and steps taken to address those risks;
- iii) obtain reasonable assurance that the information systems are reliable and the systems of internal controls are properly designed and effectively implemented, through discussions with and reports from management, the internal auditor and the external auditor;
- iv) review management steps to implement and maintain appropriate internal control procedures including a review of policies;
- v) receive confirmation from management regarding compliance with legal and regulatory requirements;
- vi) review insurance coverage of significant business risks and uncertainties; and
- vii) review any litigation claims or other contingency that could have a material effect upon the financial position or operating results of the Corporation, and ensure appropriate disclosure thereof in documents reviewed by the Committee.

TERMS OF REFERENCE FOR THE AUDIT COMMITTEE**C. Internal Audit**

The Committee shall oversee the Corporation's internal audit function and the internal audit relationship with the external auditor and with management. In the event the Corporation requests the firm that currently provides the internal audit services to provide other non-audit services, the Chief Financial Officer will consult with and obtain approval from the Committee Chair before the work begins or a contract is finalized. The Committee will be informed at the following meeting of any such contract and will receive a report of the cumulative amount of contracts so awarded on a yearly basis.

The Committee shall:

- i) review and approve the appointment and termination of the internal auditor;
- ii) review and approve the annual internal audit plan;
- iii) review internal audit findings and recommendations, and management's response thereto;
- iv) review all follow-up work on internal audit findings
- v) consider and review with management and the internal auditor:
 - a) any difficulties encountered by the internal auditor in the course of his/her audits, including any changes to or restrictions on the scope of his/her work or access to required information;
 - b) the internal auditor's budget and staffing;
 - c) the internal auditor's mandate; and
 - d) the internal auditor's performance against budget and mandate.
- vi) meet periodically and at least annually, with the internal auditor without management present;

TERMS OF REFERENCE FOR THE AUDIT COMMITTEE**D. External Audit**

The Committee shall review the planning and results of external audit activities and the ongoing relationship with the external auditor. The Committee shall:

- i) review the annual attest Audit plan of the external auditors;
- ii) review with the external auditor the contents of the annual audit report and review any significant recommendations from the external auditor to strengthen the internal controls of the Corporation;
- iii) review and advise the Board with respect to the planning, conduct and reporting of the annual audit, including but not limited to:
 - a) any difficulties encountered, or restrictions imposed by management, during the annual audit;
 - b) any significant accounting or financial reporting issues;
 - c) the auditors' evaluation of the Corporation's system of internal controls, procedures and documentation;
 - d) any significant findings or recommendations contained in the external auditor's report, including management's response thereto and the subsequent follow-up to any identified internal control weaknesses; and
 - e) any other matters the external auditor brings to the Committee's attention.
- iv) review any unresolved significant issues between management and the external auditor that could affect the financial reporting or internal controls of the Corporation;
- v) review the auditor's report on all material subsidiaries;
- vi) meet periodically, and at least annually, with the external auditor without management present;
- vii) where the Corporation is undergoing a special examination, review and advise the Board with respect to the plan and reports referred to in section 64 of the Broadcasting Act, and

TERMS OF REFERENCE FOR THE AUDIT COMMITTEE

viii) where a special examination report has been issued by the external auditor, review the action plan prepared by management in response to the special examination report and monitor its implementation.

E. Other

The Committee shall:

- i) receive reports on all subsidiaries or any entity in which the Corporation has a significant interest;
- ii) review all financial information included in prospectuses and other offering memoranda and recommend approval by the Board;
- iii) subject to the President and CEO's signing authority as delegated by the Board and exceptions thereto, review and approve all transactions which have an economic value of five million dollars (\$5M) or more as referred to the Committee by the President and CEO in consultation with the Committee Chair;
- iv) subject to the President and CEO's signing authority as delegated by the Board, review and approve, as to the financial risks, programming transactions that have an economic value of \$10 million or more or commit the Corporation to a period greater than four years;
- v) conduct or authorize investigations into any matters within the Committee's scope of responsibilities and for that purpose, the Committee may retain independent counsel, accountants, or others to assist in the conduct of any investigation;
- vi) quarterly, review and ratify the report on travel and hospitality expenses of the Board Chairperson and the President and CEO;
- vii) receive from the Independent Officer appointed pursuant to the Whistleblower Policy reports concerning complaints of employees which are considered to be sufficiently serious and material to the Corporation and of the steps taken or underway to deal with them;

TERMS OF REFERENCE FOR THE AUDIT COMMITTEE

- viii) on an annual basis, receive from the Independent Officer appointed pursuant to the Whistleblower Policy a report summarizing the activities concerning complaints from employees. An executive summary of such report shall be published on the Corporate websites of the Corporation;
- ix) a) on an annual basis, receive from the Chair of the CBC Pension Board of Trustees and review a report on the activities of the CBC Pension Plan, including financial results, pension fund performance, administration of the CBC Pension Plan, plan liabilities, funding and governance of the CBC Pension Plan, and recommend to the Board of CBC/Radio-Canada any necessary changes to the by-laws creating the pension plan or to the plan itself, and subject to the Corporation's by-laws;
 - b) recommend changes as necessary or appropriate to funding or use of surplus;
 - c) recommend the appointment or removal of trustees; and
 - d) generally recommend to the Board of CBC/Radio-Canada any change to the role of trustees.
- x) perform such other functions as assigned by law, the Corporation's By-Laws, or the Board, and review other items of an internal control, financial or risk management nature which may from time to time be brought before the Committee.

IV. ACCOUNTABILITY

- A. The Committee shall report to the Board on a regular basis all such action it has taken since the previous report.
- B. In absence of express authority from the Board, the Committee will not, without the concurrence of both management and the auditors, have either the responsibility or authority for altering the financial statements or the accounting procedures of the Corporation.

V. COMMITTEE CHECKLIST

The major annual activities of the Committee are outlined in the timetable on the following pages.



CHECKLIST—AUDIT COMMITTEE

STANDING ITEMS

- Review one or more significant risks of the Corporation and the risk management strategy for each
- Consider and review with management and the internal auditor any difficulties encountered in the course of audits, including changes to or restrictions on scope of work or access to required information
- Meet with internal auditor and /or external auditors (without management)
- Meet in camera (without internal auditor, external auditors or management)

QUARTERLY ITEMS

- Review Corporation's quarterly management financial reports
- Receive confirmation from management regarding compliance with legal and regulatory requirements
- Review internal audit findings and recommendations, and management's response
- Review all follow-up work on internal audit findings
- Review, and ratify the report on travel and hospitality expenses of the Chairperson of the Board and President and CEO

JANUARY

- Standing Items
- Review specific follow-up items

MARCH

- Standing Items
- Quarterly items
- Review with the external and internal auditors, approach to risk assessment and areas of greatest risk
- Review insurance coverage of significant business risks and uncertainties
- Review internal audit plan
- Consider and review with management and the internal auditor the internal auditor's budget and staffing, internal auditor's mandate and internal auditor's performance against budget and mandate



CHECKLIST—AUDIT COMMITTEE

MAY

- Standing Items
- Review specific follow-up items
- On an annual basis, receive from the Independent Officer appointed pursuant to the Whistleblower Policy a report summarizing the activities concerning complaints from employees. An executive summary of such report shall be published on the corporate websites of the Corporation.
- Receive report from Board of Trustees (Pension Plan)

JUNE

- Standing Items
- Quarterly Items
- Review audited financial statement and submit to Board for approval
- Review appropriateness of accounting policies used in the preparation of financial statements and recommend changes to policies
- Review financial disclosures (Highlights and Management Discussion and Analysis) and reporting in the Annual Report and submit to the Board for approval
- Review statement of Management's responsibility for financial statements signed by Senior Management
- Review litigation claims or contingencies that could have a material effect upon the Corporation's financial position or operating results
- Receive report from the CFO regarding off balance sheet commitments.
- Review contents of Annual Report with external auditor and any significant recommendations to strengthen internal controls
- Review and advise Board on planning, conduct and reporting from external auditor including any difficulties encountered, restrictions imposed by Management, any significant accounting or financial reporting issues; matters brought to the Committee by the external auditor; auditors evaluation of Corporation's system of internal controls
- Review any unresolved significant issues between management and external auditor affecting financial reporting or internal controls
- Review auditor's report on all material subsidiaries

SEPTEMBER

- Standing Items
- Quarterly Items

CHECKLIST—AUDIT COMMITTEE**NOVEMBER**

- Standing Items
- Quarterly Items
- Review with the external auditors, approach to risk assessment and areas of greatest risk
- Review annual attest Audit Plan of external auditors
- Recommend appointment or removal of Trustees
- Recommend any changes to the role of Trustees

WHEN NEEDED

- Obtain assurance that information systems are reliable and internal systems are properly designed and effectively implemented
- Review management steps to implement and maintain appropriate internal control procedures including review of policies
- Review appropriateness of financial management control and significant policies
- Review and approve the appointment and termination of internal auditor
- Review all financial information included in prospectuses and other offering memoranda and recommend approval
- Conduct or authorize investigations into any matters with the Committee's scope of responsibilities
- Recommend changes to funding or use of surplus of Pension Plan
- Advise Board on Special Examination
- Receive reports on and review financial statements of a subsidiary or any entity in which the Corporation has a significant interest
- Review and approve all transactions which have an economic value of five million dollars (\$5M) or more (subject to President's signing authority)
- Review and approve, as to financial risks, programming transactions that have an economic value of \$10 million or more or commits the Corporation to a period greater than four years (subject to the President's signing authority);
- Receive from the Independent Officer appointed pursuant to the Whistleblower Policy reports concerning complaints of employees which are considered to be sufficiently serious and material to the Corporation and of the steps taken or underway to deal with the matter
- Review non-audit services provided by internal auditor's firm and consider the impact
- Review Committee Terms of Reference (every 3 years)

Audit Committee
September 12, 2007

s.20(1)(b)

Subject Matter**Deloitte & Touche Contract – Vision Project****Background**

A first contract with Deloitte & Touche (D&T) to conduct internal audit work on the Vision project was entered into on December 2, 2003. Due to the extension of the timeline to deliver the project and a need for more detailed audit services, a second contract was approved at the May 4, 2005 Audit Committee meeting. A further extension of this contract was approved at the January 20, 2006 Audit Committee meeting and then again on September 28, 2007 to coincide with then expected go-live dates of the system.

FTN commenced its go-live process on August 20, 2007 while ETN is scheduled to go-live on or before April 30, 2008. The project closure is scheduled on or before June 1, 2008.

Objective and Rationale

This contract will ensure that Internal Audit continues to accompany the Vision project team and CBC/Radio-Canada management to the end of the project, providing assurance to management and the Audit Committee as to the development and implementation of the Vision project.

Type of Contract

This is an internal audit services contract with a well-known accounting firm in their capacity as internal auditors.

Overview of Parties

Deloitte & Touche is a large national accounting and consulting firm. In 1999, CBC/Radio-Canada outsourced its internal audit function to Arthur Andersen. When AA was merged with D&T in Canada, the contract was assigned to D&T.

Financial Terms

This contract extension has an estimated value of _____ Fees are payable on a monthly basis accordingly to and work performed on the project.

Start Date and Term

September 10, 2007 to project closure, scheduled for on or before June 1, 2008.

Special Clauses

N/A

Authorized Signatories

President & CEO and VP & CFO

Remark/Risk evaluation/Critical issues**CBC Policies applicable to this transaction**

2.3.6 Procurement
 2.3.8 Delegation of Financial Authorities
 2.9.3 Delegation of Signing Authority

For decision prior to negotiation

For decision after negotiation

Prepared by

Name: Johanne Charbonneau
 Date: August 27, 2007

Management recommendation

It is recommended that the Audit Committee approve the extension of the current agreement as per the attached contract.

Last discussed at the Board

Date: September 28, 2006
 Decision made: The Audit Committee approved a contract extension.

Next steps

Execute the contract.

**Pages 1078 to / à 1080
are withheld pursuant to sections
sont retenues en vertu des articles**

18(a), 20(1)(b)

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Canadian Broadcasting Corporation
September XX, 2007
Page 4

The services and terms set forth in this contract are agreed to.
Canadian Broadcasting Corporation

By: _____

Title: _____

Date: _____

DRAFT

**Pages 1082 to / à 1084
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18(a), 20(1)(b)

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Deloitte.

CBC/Radio-Canada

**Vision Project –
Internal Audit Review**

September 12, 2007

(Cut-off date: August 28, 2007)

Audit. Tax. Consulting. Financial Advisory.

001085

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Deloitte.

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