



## Communications, Energy and Paperworkers Union of Canada

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### Progistix Negotiations – Bargaining Bulletin # 6

Dec. 16, 2009

#### Recommendation from Your Bargaining Committee:

The Union and the Employer met together in negotiations for twelve days between Sept. 23<sup>rd</sup>, when we opened negotiations, and December 11<sup>th</sup>, 2009, when we reached agreement on a proposed Collective Agreement that is subject to ratification by the members. Many of these twelve days of negotiation went well beyond eight hours.

Your Bargaining Committee worked hard and long, knowing that achieving a Collective Agreement within this time period would contribute to the employment security of our members. Your Bargaining Committee also recognized, on the other hand, that failure to reach agreement, could trigger Bell Canada, (Progistix's largest and main customer), to seek a logistics contract elsewhere and thus significantly jeopardize your job security.

It was in the interest of both the Union and the Employer to reach a satisfactory settlement within this time frame and it is our belief that we have achieved that. You, our members, will be the ultimate judge of our results with your vote.

Your Union Bargaining Committee is recommending acceptance of this offer because we believe that it will contribute to your employment security and because the net gain in monetary compensation, particularly in the first two years of this 5 year Collective Agreement, is respectable, given the picture that is occurring in the Ontario economy at this time. (The Ontario government Office of Collective Bargaining reports that the average annual wage increase in the private sector, for unionized workers, up to and including Sept 2009, was 1.3%.)

Although employees will have to pay for LTD premiums under this proposed Collective Agreement, the wage increases throughout the five years and the lump sum payments found in the first two years more than offset the payment of those premiums.

The formula for calculation of the Performance Incentive remains the same as current – up to 60 cents per regular hour worked, maximum of \$1200 per each incentive year.

As well, despite the fact that the eligibility for **post retirement benefits** is ending as of Jan. 14, 2014, we have managed to retain post retirement benefits for a total of 82 employees beyond that date – that is to say, those employees who are 54 plus years of age and who have 9 plus years of seniority as of Jan. 1, 2014 and who subsequently retire after Jan 1, 2014.

This proposed Collective Agreement also contains a **Memorandum of Agreement on Reclassification of Part Time employees**. Within 4 weeks of ratification, 12 current Regular Part Time Material Handlers and 10 current Regular Part Time Logistics Processors will be reclassified by seniority as **Regular Full Time employees**. **The Job Posting process** will be used to identify and select candidates interested in being reclassified.

Corrective action on file will NOT exclude employees from applying for these positions and successful candidates will NOT be frozen in terms of any future postings. Although the Union would have preferred to see additional Regular Part Time employees reclassified to Regular Full Time, we view that 22 new Regular Full Time positions is a realistic number given the fact that there is currently a lack of work, e.g. several employees have accepted a voluntary lay-off.

### **Summary of Proposed Collective Agreement:**

The following presents a summary of the proposed changes to the Collective Agreement. For the complete language changes, see the exhibits titled, **Memorandum of Agreement between Progistix-Solutions Inc.**, herein after called "The Company" and the **Communications, Energy and Paperworkers Union**, herein after called "the Union", total of 39 pages. (For those who wish to read the actual language at the same time as you read this bargaining bulletin, or wish to verify if you are listed as part of appropriate list(s), we have included in this bargaining bulletin a reference to the specific Exhibit #, next to the description of the language change.)

**Article 34 - Duration:** 5 years, commencing Jan 1, 2010 and expiring Dec 31, 2014. (Exhibit I)

**Article 9 - Definitions:** Article 9.01 (2) - The category of occasional employee (a Progistix employee who does bargaining unit work but who is outside the bargaining unit) has been **removed**. Because we have removed the definition of Occasional Employee, we were also able to remove the Memorandum of Agreement on page 190 whereby the Company agreed that they would not hire Occasional Employees. (Exhibit XII and XI.)

Article 9.01 (d) - ***The probationary period has been reduced from 1040 hours to 640 hours.*** (Exhibit XXIII)

Under the definition of a ***Part Time employee***, the language has been amended such that a ***part time employee hired after Jan 1, 2010 will, upon completion of 5 years service, become eligible for benefits.*** (Existing part time employees, who have completed the probationary period, continue to be eligible for benefits.) (Exhibit XXIII.)

**Article 11 – Force Adjustment:** Article 11.18 has been amended to read, "For the purpose of section 11.05 (5), Toronto, Brampton and Barrie are considered as adjacent reporting centres." This clarifies that a surplus employee, if there is not a more junior employee within his reporting centre in his same classification, or secondly in a lower classification within his reporting centre, can choose to bump an employee in his same classification who has less seniority in an adjacent reporting centre, provided the surplus employee is qualified to perform the work required to be done. Recall rights are also clarified such that an employee who is recalled to a work location other than his own at time of lay-off, may refuse recall until a job is available at his original work location, provided that the position to which he was recalled can be filled by another laid off employee with less seniority who is qualified to perform the work. (Exhibit XIV)

**Article 12 – Safety and Health:** The wording in Article 12.05 (b) has been changed such ***that effective Jan 1, 2011, where employees are required by the Company to wear safety footwear, the employee will need to submit a proof of purchase of safety footwear in order to receive re-imbursement.*** For employees who work predominantly in the Cable area, who

require anti-static safety footwear, the reimbursement will be as follows toward the purchase of CSA approved safety footwear: (Exhibit XXIV)

**Cable area:** (current payment is \$120 per year)

Effective Jan 1, 2011: up to \$125 each year

Effective Jan 1, 2013: up to \$130 each year

**All other employees:** (current payment is \$100 per year)

Effective Jan 1, 2011: up to \$105 each year

Effective Jan 1, 2013: up to \$110 each year

**Article 15 - Arbitration Procedure:** New language, replacing Article 15.06, allows the Union to proceed to **expedited arbitration** for a grievance where an employee has been **dismissed**. If the parties cannot agree on an arbitrator who is available to hear the case **within 60 days of the arbitration request**, then the Union may request the Ministry of Labour to appoint an arbitrator. (Exhibit III)

**Article 18 - Hours of Work:** Article 18.16, Differential for Work in Off-Normal Period has been **improved** as follows: (Exhibit XXV)

<u>Effective</u>	<u>Shift</u>	<u>Differential</u>
Jan 1, 2010	each hr worked between 6 pm & 12 am	.54 (currently .50)
Jan 1, 2010	each hr worked between 12:01 am & 6 am	.69 (currently .65)
Jan 1, 2012	each hr worked between 6 pm & 12 am	.56
Jan 1, 2012	each hr worked between 12:01 am and 6 am	.71
Jan 1, 2014	each hr worked between 6 pm & 12 am	.58
Jan 1, 2014	each hr worked between 12:01 am & 6 am	.73

#### **Article 21 - Annual Vacations:**

Regular Part Time employees continue to receive their vacation pay as part of each paycheque and the percentage of wages for part time vacation pay remains the same, e.g. 1 year, 4%; 3 years, 6%; 10 years 8% and 20 years, 10%. However the percentage will now be calculated on a Regular Part Time employee's **gross wages for the biweekly pay period, including overtime, incentive pay, public holiday pay, termination pay, shift and leadership premiums, instead of on regular wages**. (Exhibit XXVI)

Effective **Jan. 1, 2011**, the vacation schedule is changed from 16 months to 12 months – i.e. the vacation schedule will run from Jan 1 – Dec 31<sup>st</sup>. As a result, vacation schedules will be prepared between Nov 1<sup>st</sup> and Dec 1<sup>st</sup> of the preceding year. (Exhibit IV)

The **work groups for the purpose of vacation selection under Article 21.08 have been changed, effective upon ratification, to:**

**Steeles**

**Signet Internet**

**Signet Cable**

**Signet Inbound, Outbound and COE Pack and Hold**

***Signet Unit 100.***

(The above groups continue to be divided into those whose shift normally commences between 4 am and 11:59 am and those whose shift normally commences between 12 pm and 3:59 am.)

For the purpose of vacation selection, the number of employees within a group and shift will be determined **by Nov 1<sup>st</sup>** of the preceding year.

A total of 20% of the employees within a group on a shift will be permitted on vacation at a time. The total number of employees on vacation at a time within a **service area** shall not exceed 25%, except if a service area contains 3 employees or less, then 1 employee within the service will be permitted on vacation at a time.

***The Service Areas are defined as:***

***Steeles, Signet Internet, Signet Cable, Signet Inbound, Signet Outbound, Signet COE Pack and Hold, Signet Unit 100, Atwell, Barrie and Thunder Bay.***

If an employee is taken ill or has an accident before leaving work on the last day of work preceding vacation and is prevented from taking the vacation, the Company shall, if the employee so requests, reschedule the vacation at a later date **in the calendar year**.

The language with regard to Pay In Lieu of Vacation has been updated to reflect the current practice.

**Article 22 – Transfers and Reassignments:** Article 22.13 (b) has been replaced with – should a Company initiated lateral reassignment involve a change in function, the employee will have a familiarization period of up to 20 days. (Exhibit XX)

**Article 24 – Job Posting Procedures:** The language in Article 24.03 (a) has been amended such that when a vacancy or a temporary upgrade of more than 6 months is posted for 5 working days, it will be posted prior to 12 noon and the posting will be removed in the afternoon (after 12 noon) of the same day in the following week. This amendment is to help ensure that all employees have an opportunity to view the job posting. (Exhibit XXII)

**Article 25 - Benefits:** Article 25.01 has been amended to reflect that ***part time employees hired after Jan 1, 2010 will, upon completion of 5 years service, become eligible to participate in the following benefit plans: Group Life, Accidental Death and Dismemberment Insurance, Pension Plan, Disability Benefit Plan, Long Term Disability Income Plan, Medical Expenses Reimbursement Plan\* and Dental Expenses Reimbursement Plan\*. \*means that the RPT can participate on the basis of either single or family coverage.*** (See Exhibit XXXII)

**For existing employees, Life Insurance remains at \$50,000 and Accidental Death and Dismemberment Insurance remains at \$50,000, 100% Company paid. For those part time employees hired after Jan 1, 2010, who attain 5 years of service, life insurance is \$10,000 and accidental death and dismemberment is \$10,000, 100% Company paid.** (Exhibit XXVII)  
Existing part time employees retain benefit coverage but there are some changes to benefit coverage for all employees as detailed below. For further clarity, the changes listed below include existing part time and full time employees, upon completion of the probationary period. (Exhibit XXVII)

***Vision Care, eligible only to those employees who take Option 3, improves from \$150 to \$200 every 24 months.***

***For extended healthcare and dental, the definition of a dependent child who is not a student drops from age 21 to age 18. (If the dependent child is attending school, the age remains age 26.)***

Employees must take ***the same option for Extended Healthcare & Dental*** – an employee cannot take one option for Extended Healthcare and a different option for Dental. ***The flex \$ are reduced***, e.g. if an employee takes Option 1 in extended healthcare and dental, then they will receive about \$500 back in flex \$ or cash, (currently \$625.) ***The alternative to directly place the cash into an RRSP has been deleted.*** If an employee takes Option 2 in extended healthcare and dental, they will ***not*** receive any flex \$ or cash back. If an employee takes Option 3, they will pay \$369 per year (currently \$351) for single coverage or \$704 per year (currently \$739) for family coverage.

***After an employee has had an expenditure of \$7000/year on drugs, the drug coverage will be integrated with the Ontario Government Trillium Drug Program.***

***Within Dental care, Option 2 and Option 3 combine preventative, basic and major work and cap the total reimbursement at \$1500/person/yr under Option 2 and at \$2000/person/yr under Option 3.*** (Currently basic treatment is unlimited and major treatment is capped at \$1500 under Option 2 and at \$2000 under Option 3.) Enrolment and filing of claims will be by paper, as opposed to electronically.

***A Benefit Plan Summary, found as a Point of Information in the Collective Agreement, will show that an employee who has completed the probationary period and who is absent from scheduled assignments due to sickness, quarantine, hospitalization or an off work injury, prior to the 8<sup>th</sup> calendar day of absence, will be eligible to be paid as follows:***

- Completion of probationary period up to 4 years of service – paid at basic rate of pay in excess of 2 consecutive scheduled half tours.
- Commencing in the 4<sup>th</sup> year of service, paid at the employee's basic rate of pay up to the 8<sup>th</sup> calendar day.
- Notwithstanding the above, Part Time employees hired after Jan 1, 2010, with less than 5 years seniority, will be eligible to be paid at the employee's basic rate of pay for that part of the absence in excess of 4 scheduled half tours, up to the 8<sup>th</sup> calendar day.

***For Short Term Disability, commencing on the 8<sup>th</sup> consecutive calendar day of sickness, illness or off the job injury, an employee will be paid 70% of base weekly earnings for up to 26 weeks, (currently paid 100% of salary for first 8 weeks and 80% for remaining 18 weeks.) This new STD plan is integrated with Employment Insurance at the 16<sup>th</sup> week. This means that employees will have to apply for EI prior to the 16<sup>th</sup> week and that Progistix will top up their EI sick pay benefits during the 16<sup>th</sup> to 26<sup>th</sup> week to equate to 70% of their base weekly earnings. (Exhibit XXVII)***

***With this proposed Collective Agreement, the premiums to provide Long Term Disability benefits will be paid for by the Employee, as opposed to currently paid for by the Employer. This does mean, however, that if and when LTD benefits are received by an employee, they are non-taxable, (current LTD benefits are taxable).***

***The formula for LTD benefits is changed from 60% of your monthly earnings to 50% of the first \$2000 per month of your monthly salary and 45% of the balance of your monthly salary. Since this LTD benefit will be non-taxable, the actual LTD benefit received in the pocket will be somewhat higher for employees under the proposed Collective Agreement than current LTD benefits.***

***The cost of LTD premiums will be \$1.33 per \$100 of coverage for 2010 and 2011. On Jan 1, 2010, this equates to \$8.94 per pay for a Logistics Processor or \$7.27 per pay for a Material***

**Handler.** *(The cost of premiums may rise or decline somewhat over the last 3 years of the Collective Agreement based on the experience factor of the bargaining unit.)* (Exhibit XXVII)

**Pension** – The current **Memorandum of Agreement titled Company Pension Plan** found on page 186 of the Collective Agreement is removed however the important right from this Memorandum is found in a ***new Memorandum of Agreement, also titled Company Pension Plan, that states, “Employees currently participating in the defined benefit component of the pension plan will continue to do so for as long as he or she remains with Progistix.”*** The Union clarified across the bargaining table that there were no changes to the defined benefit plan for existing employees, (other than the removal of Post Retirement benefits after Jan 1, 2014 which is covered on pages 1 and 11 of this bulletin). (Exhibits X and XVI)

**The Memorandum of Agreement with regard to Changes to the Operational Network** (page 154 of existing Collective Agreement) has been updated to include only the outstanding supplemental payments owed to employees, that was part of the ERIP offer as identified in the current Collective Agreement. (Exhibit VI) Appendices A and B from the MOA on Changes to the Operational Network have been removed. As a result, a ***new Memorandum of Agreement titled Partial Voluntary Separation Package*** is included in the proposed Collective Agreement setting out the key points re the VSP from the existing Memorandum Of Agreement re Changes to the Operational Network. (Exhibit XXI) In addition, a confidential list titled Table 1, Partial Voluntary Separation Package Participants as of Nov 16, 2009, is held by both the Union and the Employer. This list identifies the employees who were eligible and elected in July 2006 to receive 40% of the total value of their VSP (a “partial” VSP) in exchange to remain with the Company under certain existing conditions that were spelled out in the current and are re-stated in the proposed Memorandum. The confidential list includes the notation that pending the outcome of an arbitration the following individuals may or may not be included in Table 1: Felix Adegboruwa, Reg Rose, Jose Wong Sang, Bogdan Swiderski, Bryon Graham and Satnam Verma.

***With the proposed Collective Agreement, within the Point of information on Benefit Plan Summary, under Defined Contribution Pension Plan, for any employee hired post Jan 1, 2010, the rules of contribution by Progistix are changed and the maximum rate of contribution by Progistix is reduced. That is to say, instead of Progistix automatically contributing 3% of an employee’s base salary, Progistix will only contribute to the Defined Contribution Pension Plan if an employee contributes. For the first 5 years of employee participation in the Defined Contribution Pension Plan, if an employee contributes 1% or 2% of base wages, Progistix will match the employee’s contribution, 1 for 1, up to a maximum of 2% of base wages. In the 6<sup>th</sup> year of plan participation, if the employee contributes more, Progistix will match up to an additional 2% to a total maximum of 4% of the employee’s base wages, (as compared to current maximum of 5% Employer contribution.) And, under the revisions to Article 25, part time employees are excluded from participating in the pension plan until they have 5 years of service.*** (Exhibit XXVII and XXXII)

Your Union Bargaining Committee worked up until the end of negotiations to improve this formula for those employees hired post Jan 1, 2010. Unfortunately the Employer would not budge. In our view, this is an item that needs to be worked on for the next round of negotiations in 2014.

## Attachment "A":

## Wage Schedule 1: (Exhibit XXIX)

Classification	Current	**Effective DOR	*Effective 1-1-11	*Effective 1-1-12	*Effective 1-1-13	*Effective 1-1-14
<b>BET</b>	\$24.46	\$24.93	\$25.30	\$25.65	\$26.00	\$26.35
	\$24.01	\$24.48	\$24.85	\$25.20	\$25.55	\$25.90
	\$23.61	\$24.08	\$24.45	\$24.80	\$25.15	\$25.50
<b>LOGISTICS PROCESSORS</b>	\$17.05	\$17.40	\$17.78	\$18.17	\$18.56	\$18.95
	\$16.75	\$17.00	\$17.38	\$17.77	\$18.16	\$18.55
	\$16.50	\$16.60	\$16.98	\$17.37	\$17.76	\$18.15
	\$16.25	\$16.15	\$16.53	\$16.92	\$17.31	\$17.70
	\$15.75	\$15.70	\$16.08	\$16.47	\$16.86	\$17.25
	\$15.25	\$15.25	\$15.63	\$16.02	\$16.41	\$16.80
	\$14.75	\$14.80	\$15.18	\$15.57	\$15.96	\$16.35
	\$14.25	\$14.35	\$14.73	\$15.12	\$15.51	\$15.90
	\$13.75	\$13.85	\$14.23	\$14.62	\$15.01	\$15.40
	\$13.25	\$13.40	\$13.78	\$14.17	\$14.56	\$14.95
	\$12.75	\$12.95	\$13.33	\$13.72	\$14.11	\$14.50
	\$12.25					
	\$11.75					
<b>MATERIAL HANDLERS</b>	\$13.75	\$13.90	\$14.10	\$14.30	\$14.52	\$14.75
	\$13.25	\$13.40	\$13.60	\$13.80	\$14.01	\$14.25
	\$12.75	\$12.90	\$13.10	\$13.30	\$13.51	\$13.75
	\$12.25	\$12.40	\$12.60	\$12.80	\$13.01	\$13.25
	\$11.75	\$11.90	\$12.10	\$12.30	\$12.51	\$12.75

\* all wage scales take effect on the first day of the first full bi-weekly pay period following the above effective dates

**\*\* Based upon confirmation of ratification occurring no later than December 22, 2009, the above wage scale to become effective December 20, 2009.**

Effective upon implementation of the above wage schedule, all employees who are assigned to a leadership role as determined by the Company will be eligible to receive a Leadership Premium of \$1.00 for each hour worked in such a role.

An employee who has been provided with specialized forklift truck trainer training will be eligible to receive a premium of \$0.50 for each hour they are assigned to train and certify others in the safe and efficient operation of forklift trucks. Employees receiving this premium are not also entitled to the Leadership Premium.

**Note: The wage progression for LPs has been reduced from 13 steps to 11 steps.**

The above table of wage increases represents a wage increase of the following:

	<u>Dec 20 09</u>	<u>Jan 1 11</u>	<u>Jan 1 12</u>	<u>Jan 1 13</u>	<u>Jan 1 14</u>
BET:	1.9%	1.5%	1.4%	1.4%	1.4%
LP:	2.05%	2.2%	2.2%	2.2%	2.2%
MH:	1.1%	1.5%	1.4%	1.5%	1.7%

## **Memorandums of Agreement:**

**The Memorandum of Agreement re Visual Display Terminal has been renewed with no changes.** (pages 145 – 151 of existing Collective Agreement or see Exhibit XVII.)

**The Memorandum of Agreement re Four Day Work Week has been renewed with no changes.** (pages 152 -153 of existing Collective Agreement or see Exhibit XVIII)

**The Memorandum of Agreement re Transition onto New Wage Scale from the existing Collective Agreement is removed.** (Exhibit VII) (There are outstanding grievances, filed under the existing Memorandum and the Memorandum of Agreement re Income Stability, regarding demotion due to reasonable accommodation. These grievances are at arbitration. The Union will proceed with those grievances until they are resolved.)

A new **Memorandum of Agreement on Supplementary Premium** is part of the proposed Collective Agreement. This new Memorandum of Agreement captures the existing \$1.50 an hr premium for “grandfathered” MA I’s. The new Memorandum of Agreement reads: “For the duration of the Collective Agreement the following employees will be entitled to a premium of \$1.50 for each hour worked. Should any of these employees be assigned a leadership role they will not be entitled to receive the Leadership Premium in addition to the Supplementary Premium. Should an employee in receipt of the Supplementary Premium choose not to perform such the Leadership role they will no longer be eligible to receive the Supplementary Premium.” The names listed on this Memorandum of Agreement re Supplementary Premium are: Miele Enzo, Ireland James, Rounding Neil, Palmer Kent, Uprichard Al, Mills Cameron, Howe Robert, Tarnowski James, Ricci Bruno, Day William, McPherson Daniel, Young David, Alwarpillai Chandra, Yusuf Hassan R. (Exhibit XIII)

**The Memorandum of Agreement re Performance Bonus Program has been re-named to Memorandum of Agreement on Performance Incentive.** The Memorandum is amended such that the Performance Incentive is based upon elements in the Progistix Management, Technical and Administrative Program, instead of upon the corporate performance component, as current. This ties the Incentive to Progistix Inc as opposed to including wider entities such as SCIL, Assured, First Team Transport and AMG Logistics. Pay outs are based on 60 cents per regular hour worked and maximum of \$1200 for each year, (same as current). Achievement to targets will be measured **quarterly** with 80% of any payout earned in the quarter ***paid in the month following quarter end***. The payout for the final quarter will, on the basis the annual targets are achieved, include the 20% hold back for each quarter and will be paid no later than March 15<sup>th</sup> of the following calendar year. (The payout for the 2009 Performance Bonus Program will occur in mid March 2010.) The reference in this Memorandum to the Employee Share Ownership Plan has been deleted. The EVOP continues to exist. (Exhibit XXVIII)

**The Memorandum of Agreement on Income Stability has been renewed.** It states, “***No employee of the regular full time work force will be demoted, other than through the application of Article 11, during the term of this Collective Agreement.***” (Exhibit XXXI) (There are outstanding grievances, filed under the existing Memorandum and the existing Memorandum of Agreement re Transition onto New Wage Scale regarding demotion for reasonable accommodation. These grievances are at arbitration. The Union will proceed with those grievances until they are resolved.)



The existing Memorandum of Agreement on Lump Sum Payments has been removed and replaced with a new Memorandum of Agreement on Lump Sum Payments that states:  
(Exhibit XXXIV)

*All regular full time and regular part time employees who were actively employed as of the date of ratification and remain employed at the time of pay-out will be eligible in January 2010 to receive the following lump sum payments in the amount described below:*

*Regular Full Time \$400.*

*Regular Part Time \$300.*

*All regular full time and regular part time employees who are actively employed as of January 1, 2011 will be eligible to receive the following lump sum payments in the amount described below:*

*Regular Full Time \$400.*

*Regular Part Time \$300*

The Memorandum of Agreement re Vacation Entitlement has been amended to include the 22 employees who continue to be entitled to 6 weeks vacation. (Exhibit XV)

The existing Memorandum of Agreement re Transitional Payments (pages 181 – 184 of the current Collective Agreement) has been removed. The Memorandum has been amended to reflect the current employees who are entitled to their final transitional payment of \$100 in Jan 2010. In order to remain eligible, these employees must remain members of the bargaining unit and be actively at work through the months of November and December 2009. This new Memorandum of Agreement will not be part of the proposed Collective Agreement, but is grievable and arbitrable. (Exhibit IX)

The existing Memorandum of Agreement re Reclassification of Part Time Employees is replaced by a new Memorandum. (See summary on page 1 for details and/or Exhibit XXX.)

The existing Memorandum of Agreement on Company Pension Plan has been removed and replaced as stated under Pension on page 6 above, first paragraph. (Exhibit XVI)

The existing Memorandum of Agreement re Guidelines of the Defined Contribution Pension Plan has been amended to state, *“This Memorandum of Agreement applies to employees eligible to join the Defined Contribution component of the Pension Plan prior to January 1, 2010.”* (Exhibit XXXV)

The existing Memorandum of Agreement re Hiring of Occasional Employees has been removed due to the fact that the parties have removed the category of occasional employee in Article 9. (Exhibit XI)

The existing Memorandum of Agreement re Relocation of Service has been renewed with no changes. (See page 191 of existing Collective Agreement and/or Exhibit XIX.)

There is a new Memorandum of Agreement re Post Retirement Benefits that states, “*The parties hereto agree that with eligibility for Post Retirement Benefits ending as of January 1, 2014, current pension plan members who:*

- *Remain with the Company*
- *Are 54+ years of age and*
- *Have 9 + years of service as of Jan. 1, 2014 and*
- *Subsequently retire from the Company under the terms of the Pension Plan after January 1, 2014*

*will be eligible for post retirement benefits.* (Exhibit XXXIII)

The Letters of Intent have been renewed.

The Letter of Intent on Contracting Out has an additional paragraph that states, “*Based upon the feedback on the work which was contracted out the Company will include the internet recycling within the activities of the bargaining unit and continue to provide as much advance notice as is practicable on work that is expected to be contracted out.*”

(Table of Contents from List of Exhibits)

*Respectfully Presented by Your CEP Bargaining Committee,*

*Al Borden*

*Denise Hazel*

*Al Uprichard*

*Ray Mortimer, CEP Local 26 President*

*Janice McClelland, National Representative*