

# Memorandum of Agreement

Between

**Progistix-Solutions Inc.**

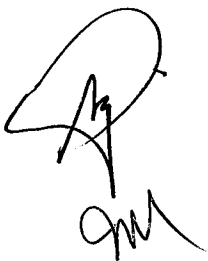
Herein after called "The Company"

And

**The Communication, Energy and Paperworkers Union of Canada**

Herein after called "The Union"

The parties hereto agree, subject to ratification, that the previous collective agreement in effect between January 1, 2006 and December 31, 2009 is to be continued as amended herein and is to apply to all employees of the bargaining unit actively at work on the date of ratification.

Handwritten signature and initials, possibly representing the union representative.

## Table of Contents

1.	Article 34	Duration	See Exhibit I attached	Revised Nov 27/09 10PM Withdrawn
2.	Article 11, Section 11.07	Force Adjustment	See Exhibit II attached	
3.	Article 15, Section 15.06	Arbitration	See Exhibit III attached	Revised Nov 19/09 Resolved Nov 19/09
4.	Clarification of Recognized Holiday Pay for RP/T employees	Samples reflecting section 20.09 for the October 12, 2009 Thanksgiving Holiday shared with Union Negotiating Committee Wed. Oct. 28, 2009.		Cmpl/ Resolved
5.	Article 21	Annual Vacations	See Exhibit IV attached	Revised Dec 11/09
6.	Memorandum of Agreement	Visual Display Terminal	See Exhibit V attached	Withdrawn Oct 30/09
7.	Memorandum of Agreement	Changes to Operational Network	See Exhibit VI attached	Revised Nov 18/09 Resolved Nov 19/09
8.	Memorandum of Agreement	Transition onto New Wage Scale	See Exhibit VII attached	
9.	Memorandum of Agreement	Lump-Sum Payments	See Exhibit VIII attached	Resolved Oct 30/09
10.	Memorandum of Agreement	Transitional Payments	See Exhibit IX attached	Revised Nov 18/09 Resolved Nov 19/09
11.	Memorandum of Agreement	Company Pension Plan	See Exhibit X attached	Resolved Nov 16/09
12.	Memorandum of Agreement	Hiring of Occasional Employees	See Exhibit XI attached	Resolved Nov 16/09
13.	Article 9 Section 9.01	Definitions	See Exhibit XII attached	Revise Nov 16/09 Resolved Nov 27/09
14.	Memorandum of Agreement	Supplementary Premium	See Exhibit XIII attached	Resolved Nov 24/09
15.	Article 11 Section 11.18	Force Adjustment	See Exhibit XIV attached	Revised Nov 16/09 Resolved Nov 18/09
16.	Letter of Intent Contracting Out	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.		

17.	Memorandum of Agreement	Vacation Entitlement	See Exhibit XV attached	Resolved Nov 16/09
18.	Memorandum of Agreement	Company Pension	See Exhibit XVI attached	Resolved Nov 16/09
19.	Memorandum of Agreement	Visual Display Terminal	See Exhibit XVII attached	Resolved Nov 16/09
		Four Day Work Week	See Exhibit XVIII attached	Resolved Nov 16/09
		Relocation of Service	See Exhibit XIX attached	Resolved Nov 16/09
20.	Article 22 Section 22.13	Transfers and Reassignments	See Exhibit XX attached	Resolved Nov 18/09
21.	Memorandum of Agreement	Partial Voluntary Separation Package	See Exhibit XXI attached	Resolved Nov 19/09
22.	Article 24 Section 24.04 (a)	Job Posting Procedures	See Exhibit XXII attached	Resolved Nov 19/09
23.	Article 9 Section 9.01	Definitions	See Exhibit XXIII attached	Revised Nov 27/09
24.	Article 12 Section 12.05	Safety and Health	See Exhibit XXIV attached	Resolved Nov 27/09
25.	Article 18 Section 18.16	Hours of Work	See Exhibit XXV attached	Revised Nov 24/09
				Resolved Nov 27/09
26.	Article 21 Section 21.02	Annual Vacations	See Exhibit XXVI attached	Resolved Dec 11/09
27.	Point of Information with Letters of Intent in CA	Benefit Summary	See Exhibit XXVII attached	Revised Dec 11/09 9:30PM
28.	Memorandum of Agreement	Performance Incentive Program	See Exhibit XXVIII attached	Resolved Dec 11/09
29.	Attachment "A"	Wage Schedule	See Exhibit XXIX attached	Revised Dec 11/09 9:30PM
30.	Memorandum of Agreement	Re-Classification of P/T Employees	See Exhibit XXX attached	Resolved Dec 11/09
31.	Memorandum of Agreement	Income Stability	See Exhibit XXXI attached	Resolved Dec 11/09
32.	Article 25	Benefits	See Exhibit XXXII attached	Revised Dec 11/09
33.	Memorandum of Agreement	Post Retirement benefits	See Exhibit XXXIII attached	
34.	Memorandum of Agreement	Lump Sum Payments	See Exhibit XXXIV attached	

Correct any grammatical errors or omissions.

The undersigned hereto agree to recommend the terms and conditions contained in this Memorandum of Agreement to their constituents and principals.

Signed this 11<sup>th</sup> Day of December, 2009.

For the Company

For the Union

*[Handwritten signatures for the Company and the Union]*

EXHIBIT I

ARTICLE 34

DURATION

34.01 (Amend to read as follows)

This agreement shall be in full force and effect as of the date of ratification and shall continue in full force and effect through the 31<sup>st</sup> day of December 2014, and from year to year thereafter except as provided by Section 34.02.

34.02 (No Change)

34.03 (Amend to read as follows)

Notice shall be sufficient with respect to the Union if addressed to Communications, Energy and Paperworkers Union of Canada, 5915 Airport Rd., Suite 510, Mississauga, Ontario L4V 1T1 and with respect to the Company if addressed to the General Manager, Progistix-Solutions Inc., 99 Signet Drive, Suite 300, Toronto, Ontario M9L 1T6.

Signed this 11<sup>th</sup> Day of December, 2009.

For the Company



For the Union



EXHIBIT III  
ARTICLE 15  
ARBITRATION

Expedited Arbitration Process

15.06 (Amend to read as follows)

Notwithstanding the above either party may, following a written request for arbitration, refer a grievance arising from termination of employment to expedited arbitration. In such an instance the parties will endeavour to agree upon an arbitrator who is available to commence hearing the case within sixty (60) calendar days from the date of the written request for arbitration. In the event the parties are unable to agree upon an arbitrator either party may request the Ministry of Labour to appoint an arbitrator.

Signed this 19<sup>th</sup> Day of November, 2009.

For the Company



For the Union



EXHIBIT IV

ARTICLE 21

ANNUAL VACATIONS

**21.03 (Amend to read as follows)**

**In this Article, when a calendar week falls in two months, such calendar week shall be considered to be in the month in which the Wednesday of the week falls. This same interpretation shall apply in determining the end of December for scheduling under the provisions of Section 21.04 or rescheduling under the provisions of Section 21.14.**

**21.04 (Amend to read as follows)**

**All vacation are for a full calendar year. Effective January 1, 2011 the vacation for a particular year may be scheduled during the period of January 1<sup>st</sup> of that year to December 31<sup>st</sup> of same year, it being understood that vacation entitlement is determined in accordance with section 21.02.**

**21.05 (Remove)**

**21.06 (No Change)**

**21.07 (Amend to read as follows)**

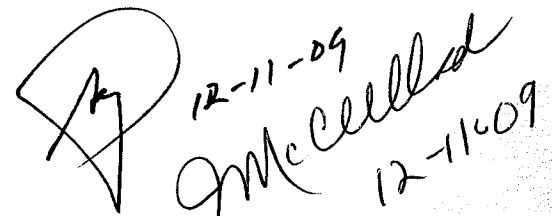
**Vacation schedules shall be prepared each year by the Company between November 1st and December 1st with due consideration to seniority, provided, however, that such schedules shall be arranged as to cause, in the judgment of the Company, the least possible interference with efficient performance of the work. In general, vacations shall commence at the beginning of the calendar week unless the demands of the work make this impossible.**

**21.08 (Amend to read as follows)**

**(a) The following work groups have been identified solely for the purpose of vacation selection:**

- Steeles**
- Signet Internet**
- Signet Cable**
- Signet Inbound, Outbound and COE Pack & Hold**
- Signet Unit 100**

**(b) No Change**

Handwritten signature and date: 12-11-09, J. McCelland, 12-11-09

**21.09 (Amend to read as follows)**

For the purpose of vacation selection:

The number of employees within a group and shift identified in section 21.08 will be determined as of November 1<sup>st</sup> of the year prior to the vacation year.

A total of 20% of the employees within a group on a shift identified in section 21.08 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 contains three (3) employees or less, one (1) employee within the service will be permitted on vacation at a time.

**Service Areas**

Steeles	Signet Outbound	Signet COE Pack & Hold	Attwell
Signet Internet Signet Cable	Signet Inbound Barrie	Signet Unit 100	Thunder Bay

**21.10-21.13 (No Change)**

**21.14 (Amend to read as follows)**

When an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the 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.

**Pay in Lieu of Vacation**

**21.15—21.16 (No Change)**

**21.17 (Amend to read as follows)**

In the year a regular full time employee ceases employment with the Company they shall be eligible to receive any outstanding vacation pay earned in the qualifying year but yet to be paid or received in the current vacation year and any vacation pay earned to date in the current qualifying year.

**21.18 (Remove)**

**21.19 (Remove)**

**21.20 (Remove)**

**21.21 (Remove)**

**21.22 (Remove)**

Signed this

11<sup>th</sup>

Day of

December

, 2009.

For the Company



For the Union



EXHIBIT VI

MEMORANDUM OF AGREEMENT

CHANGES TO OPERATIONAL NETWORK

In addition to the employee's monthly pension benefit, the Company is and will continue to provide the following employees with a monthly supplemental payment commencing in the first month that the employee is in receipt of retirement benefits.

The amount of this supplemental payment for each employee is as follows:

- |                          |                              |
|--------------------------|------------------------------|
| Stephen Quigly - \$550*  | David Boasie - \$550         |
| Rocco Sarracini - \$550* | Suesaran Gosyne - \$550      |
| Gerald Long - \$550*     | Jagdish Sharma - \$550       |
| John Hartjes - \$650     | Christopher Donofrio - \$550 |
| David Warren - \$550*    | Ferenc Toth - \$650          |
| Michael Georges - \$550* |                              |
| Michael Long - \$550     |                              |

\* The monthly amount for these employees may increase to \$650 should they retire before the end of the month in which they become eligible for an unreduced pension benefit.

4. The duration of these supplementary payments will continue until the later of:
- (i) a total of sixty (60) months; or
  - (ii) the month in which the employee reaches sixty (60) years of age.

If an employee reaches age sixty-five (65) before a total of sixty (60) monthly payments have been made, he/she will receive a lump-sum payment equivalent to the total of the remaining monthly payments.

Signed this 19<sup>th</sup> Day of November, 2009.

For the Company

For the Union



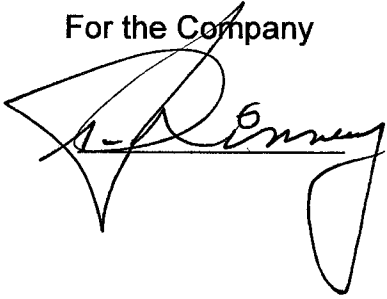
EXHIBIT VII

MEMORANDUM OF AGREEMENT  
TRANSITION ONTO NEW WAGE SCALE

(REMOVE)

Signed this *11<sup>th</sup>* Day of *December*, 2009.

For the Company



For the Union

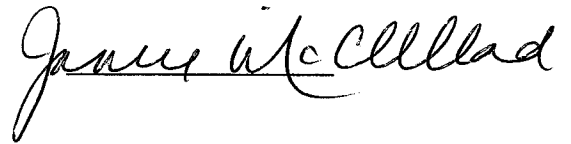
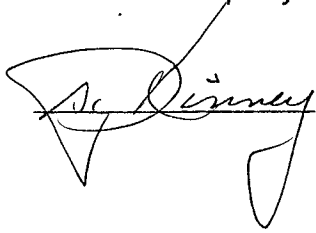


EXHIBIT VIII  
MEMORANDUM OF AGREEMENT  
LUMP-SUM PAYMENTS

(REMOVE)

Signed this 30 Day of October, 2009.

For the Company



For the Union



EXHIBIT IX

MEMORANDUM OF AGREEMENT

TRANSITIONAL PAYMENTS

The parties hereto agree that with the removal of the Memorandum of Agreement, <sup>JM</sup> Transitional Payments from the Collective Agreement that comes into effect <sup>January 1, 2010</sup> the employees identified in Appendix 1 remain entitled to their final Transitional Payment of one hundred (\$100.00) dollars payable in January 2010. In order to remain eligible for the final payment the employees listed in Appendix 1 must remain members of the bargaining unit and be actively at work through the months of November and December 2009. This Memorandum while not forming part of the Collective Agreement remains grievable and arbitrable under the terms of the Collective Agreement.

APPENDIX "1" RE: TRANSITIONAL PAYMENTS

Abdi Dahir Ali	Donnelly Thomas	MacDonald Donald	Peters Charles
Abdille Abdi	Donofrio Lawrence	Mahoney Thomas	Ramdatt Yonette
Adegboruwa Felix	Drummond Dennis	Mainoffi Frank	Ricci Bruno
Alwarpillai Chandra	Fumerton Jeffrey	Manserra Pasquale	Rose Reginald
Antwi Monica	Galloro Nicola	Masse Allan	Rounding Neil
Arenas Hector	Gilhooly Darryl	Matthews Joseph	Shannon Robert
Beetge Carl	Gorrie Stephen	McCaig Robert	Simmons Robert
Borden Alford	Graham Bryon	McPherson Daniel	Smith John
Bruni Tony	Hale Norman	McRae Randy	Stickley John
Caponecchia Frank	Ham Clarence	Miele Enzo	Swiderski Bogdan
Caride Robert	Henderson Paul	Miller Jack	Tarnowski James
Clubine John	Hollis Donald	Mills Cameron	Ticona Rogelio
Comrie Dorothy	Howe Robert	Milson Alan	Uprichard Alan
Daurio Gregory	Ireland James	Minicucci Giovanni	Verma Satnam
Daurio Steven	Jacobs Edward	Mitanis Loretta	Weaver James
Davis Michael	Johnson Adolphus	Ngo Hien	Weller John
Day William	Kerr Craig	Omer Jamal	Wessels Werner
Deakin John	Leroux Guy	Omer Mohamed	Wong-Sang Jose
Demone James	Lobo Christopher	Palmer Kent	Young David
Dinkha Gilbert	Lush Beverly	Pazienza Danile	Yusuf Hassan R

Signed this 19<sup>th</sup> Day of November, 2009.

For the Company



For the Union

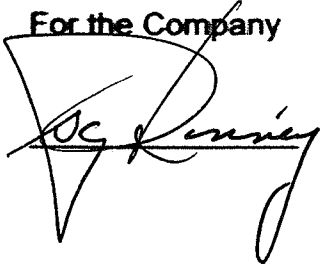


EXHIBIT X  
MEMORANDUM OF AGREEMENT  
COMPANY PENSION PLAN

(REMOVE)

Signed this 16 Day of November, 2009.

For the Company

A handwritten signature in cursive script, appearing to read "J. C. Runney", written over a horizontal line.

For the Union

A handwritten signature in cursive script, appearing to read "Janice McAllister", written over a horizontal line.

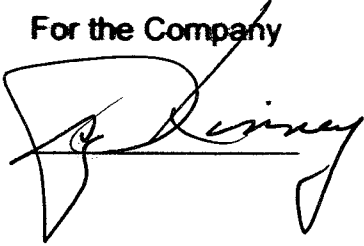
EXHIBIT XI

MEMORANDUM OF AGREEMENT  
HIRING OF OCCASIONAL EMPLOYEES

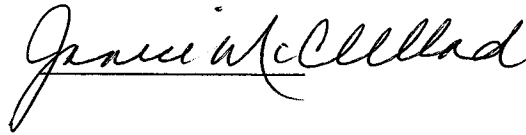
(REMOVE)

Signed this *16<sup>th</sup>* Day of *November*, 2009.

For the Company

A handwritten signature in black ink, appearing to read "D. Diney", written over a horizontal line.

For the Union

A handwritten signature in black ink, appearing to read "James McAllister", written over a horizontal line.

**EXHIBIT XII**  
**ARTICLE 9**  
**DEFINITIONS**

**9.01 (Amend to read as follows)**

"Employee" means a person employed in Progistix-Solutions Inc. to do skilled or unskilled manual or technical work in any of the occupations listed in Attachment "A" attached hereto, but does not include a person who,

- (1) is employed in a confidential capacity in matters relating to industrial relations, or
- (2) **(Remove)**

Signed this

*16<sup>th</sup>*

Day of

*November*

, 2009.

For the Company

For the Union

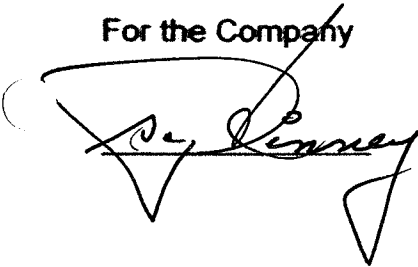


EXHIBIT XIII

MEMORANDUM OF AGREEMENT

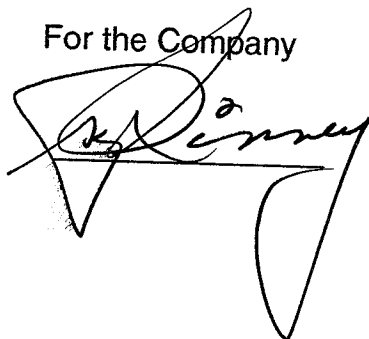
SUPPLEMENTARY PREMIUM

For the duration of the collective agreement the following employees will be entitled to a premium of one dollar fifty cents (\$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.

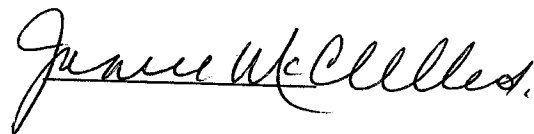
Miele Enzo	Tarnowski James
Ireland James	Ricci Bruno
Rounding Neil	Day William
Palmer Kent	McPherson Daniel
Uprichard Alan	Young David
Mills Cameron	Alwarpillai Chandra
Howe Robert	Yusuf Hassan R

Signed this *24<sup>th</sup>* Day of *November*, 2009.

For the Company



For the Union



**EXHIBIT XIV**

**ARTICLE 11**

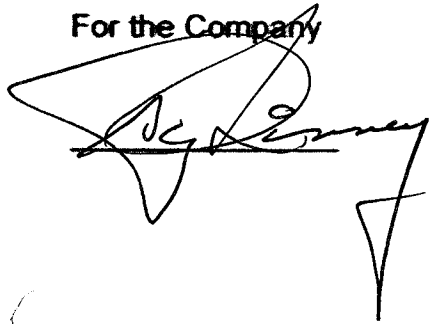
**FORCE ADJUSTMENT**

**11.18 (Amend to read as follows)**

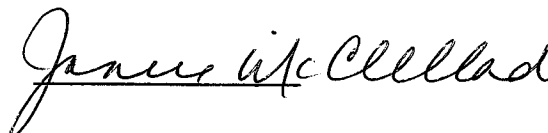
For the puposes of section 11.05 (5) Barrie, Brampton and Toronto are considered as adjacent reporting centers.

Signed this *18<sup>th</sup>* Day of *November*, 2009.

For the Company

A large, stylized handwritten signature in black ink, appearing to read "D. J. [unclear]".

For the Union

A handwritten signature in black ink, appearing to read "James McClellan".



**EXHIBIT XV**

**MEMORANDUM OF AGREEMENT**

**VACATION ENTITLEMENT**

The parties hereto agree that further and in accordance with all other terms and conditions contained in Article 21 the following employees will be entitled to six (6) weeks of vacation per vacation year for the duration of the collective agreement which takes effect on January 1, 2010:

John Clubine	Paul Henderson	Giovanni Minicucci	Cameron Mills
Enzo Miele	James Ireland	Neil Rounding	Charles Peters
Alan Milson	Pasquale Manserra	Robert J. Caride	Robert Howe
Nicola Galloro	Alan Uprichard	Donald MacDonald	Jeffrey Fumerton
Robert McCaig	James Tarnowski	Norman Hale	
Kent Palmer	James Weaver	Craig Kerr	

Signed this

*16*

Day of

*November*

, 2009.

For the Company

For the Union

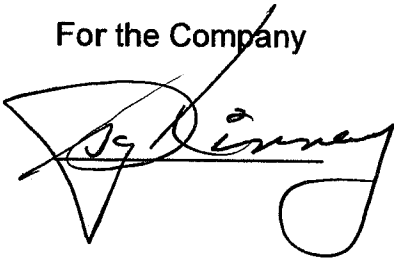


EXHIBIT XVI

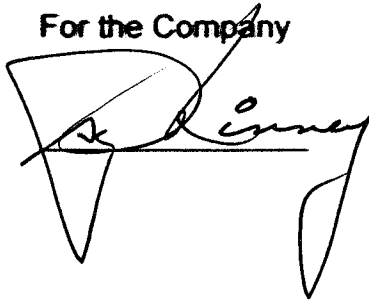
MEMORANDUM OF AGREEMENT

COMPANY PENSION PLAN

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.

Signed this 16 Day of November, 2009.

For the Company

A handwritten signature in black ink, appearing to read "S. Kinney", written over a horizontal line. The signature is stylized and somewhat abstract.

For the Union

A handwritten signature in black ink, appearing to read "Janice McClallad", written over a horizontal line. The signature is in a cursive style.

## EXHIBIT XVII

### MEMORANDUM OF AGREEMENT

#### Visual Display Terminal

1. The parties agree that any regular full-time or regular part-time employee who is pregnant, who is regularly scheduled to work at a visual display terminal (V.D.T.) and who does not wish to work at a V.D.T. during the remainder of her pregnancy may, subject to the conditions expressed in this Memorandum, elect either of the following two options:

a) receive a leave of absence without pay to cover the period prior to which she is or would be entitled to a pregnancy leave of absence pursuant to Article 31 of the Collective Agreement between the parties dated June 5, 2006, hereinafter designated as the Collective Agreement, or

b) be assigned other work in the bargaining unit.

#### Unpaid Leave of Absence

2. a) In order to be eligible to receive the leave of absence referred to in paragraph 1 a) the employee must complete and submit an application, with acceptable documentation certifying the pregnancy, and specifying the estimated date of delivery. The Company agrees that every effort will be made to expedite the granting of the leave of absence and in any case, the implementation of such a leave of absence will not be delayed for more than five days following the date of application for the leave of absence, unless a longer period is agreed to by the employee.

b) An employee who is on a leave of absence referred to in paragraph 1 a) and whose pregnancy is terminated shall be reinstated in the position occupied by her at the time such leave commenced, or in the position occupied by her at the time she first exercised an option under paragraph 1, whichever is the earlier. Such reinstatement shall be made within five days of a request by the employee.

3. In addition to paragraph 2, employees who are eligible, and wish to apply for, a pregnancy leave of absence pursuant to Article 31 of the Collective Agreement must do so in accordance with the provisions of that Article. (This means that an employee must make the application required in Article 31 of the Collective Agreement at the appropriate time during the leave of absence referred to in paragraph 1 a).)

#### Other Work Assignment

4. Employees who elect option b) shall be assigned other work in the bargaining unit in the following manner and sequence:

- First, to an existing job, at a comparable wage level in her own reporting centre which does not require the employee to work with a V.D.T.

Handwritten signature and initials, possibly 'R' and 'SMCC', in the bottom right corner of the page.

- Second, to an existing job, at a comparable wage level at any other work location within the Headquarters which does not require the employee to work with a V.D.T.
- Third, to an existing job at a comparable wage level at any other work location which does not require the employee to work with a V.D.T.
- Fourth, to an existing job, at a lower wage level at any work location. In such a case, the employee shall assume the rate of the job for the period of the reassignment.

For the purpose of assigning other work in the bargaining unit as outlined above, the employee being reassigned and any employee affected by that reassignment shall not be able to exercise their seniority rights to prevent the reassignment of the pregnant employee. Where it becomes necessary to displace an employee who is not pregnant, the Company agrees to seek volunteers in the affected location. But where there are no such volunteers, the junior employee on a non-V.D.T. job in the affected location will be so displaced. The volunteer, or the junior employee so displaced will, notwithstanding any provision of the Collective Agreement, have priority over the normal job filling procedures to return to the location from which she was moved.

If, after following the sequence referred to above, an employee cannot be reassigned she may elect option A).

5. An employee who elects option B) shall be offered other work in the bargaining unit within five working days of her election. Her status of full-time or part-time shall be maintained.

6. An employee who elects option B) and who is assigned to another job

a) foregoes her right for the duration of the temporary assignment to the provisions of Section 17.02 and Articles 22 and 23 of the Collective Agreement, and

b) shall choose her vacation in her former work location as if she still occupied her former position in that location.

If, however, while on the reassigned position, the employee is obliged by the Company to report to other work locations, she will retain her right to Articles 22 and 23 for such reporting assignments. In such cases, the "reporting centre" shall be considered to be the temporarily reassigned reporting centre.

7. The provisions of Article 16 (Technological Change) of the Collective Agreement shall not be applied to an employee who has elected option B) and has been moved to another reporting centre where the Technological Change occurs at the reporting centre to which the employee has been temporarily assigned. They will apply, however, where the Technological Change occurs at the reporting centre from which she has been temporarily assigned.

8. An employee who elects option B) and who is assigned to a new position and who is unwilling to commence or to continue work in her new position, may then elect either to stay in her original position or to exercise option A). If she elects option A) before reporting to her new position, she will stay in her original position until option A) takes effect.

9. An employee who elects option B) who wishes to resume her employment on expiration of her pregnancy leave shall be reinstated in the position occupied by her immediately prior to

her reassignment rather than the "position occupied by her at the time such leave commenced" as specified in the Collective Agreement.

**General**

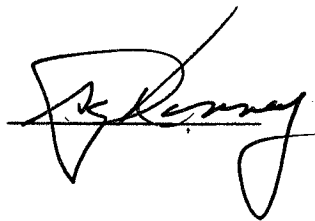
10. The parties agree that any contestations concerning the interpretation, administration or operation of this Memorandum shall be resolved by reference to the grievance and arbitration procedures set forth in the Collective Agreement.

11. The Company and the Union shall act in a fair and reasonable manner when carrying out the provisions of this Memorandum.

12. This Memorandum of Agreement shall remain in full force and effect during the term of the Collective Agreement.

Signed this 16<sup>th</sup> day of Nov., 2009.

For the Company -



For the Union -



EXHIBIT XVIII

MEMORANDUM OF AGREEMENT

FOUR DAY WORK WEEK

The parties hereto agree to the possible institution of a four day work week on a local basis. The following conditions shall apply:

The four (4) day work week shall be instituted in accordance with business requirements by mutual agreement between the Company, the Union and the employees interested in this arrangement. Such requests shall not be unreasonably denied.

When a four (4) day work week is instituted the terms "scheduled tour of duty" and "basic hours of work" shall mean a tour of ten (10) hours of work.

The agreement between the Company, the Union and the employees must be for a minimum duration of two (2) months unless both parties agree to end it.

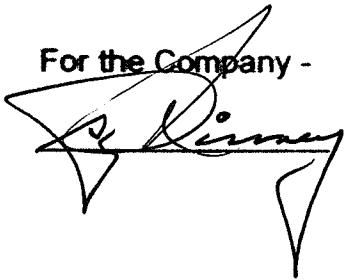
The Company will endeavour to attribute the "days off" as per employee needs, however the Company reserves the right to schedule "days off" on the basis of seniority in accordance with business requirements and needs.

A paid twenty (20) minute lunch period shall be granted to each employee as close to the middle of their ten (10) hour tour as the efficiency of the Company's operations permit.

Any of the parties to the program may, with prior consultation and discussion with the other parties as to their rationale, discontinue any four (4) day workweek schedule implemented under the terms of this memorandum. The Company will endeavor to provide notice, not to exceed twenty-eight (28) calendar days, of its need to discontinue any four (4) day workweek schedule implemented under the terms of this memorandum.

Signed this 16<sup>th</sup> Day of November, 2009.

For the Company -



For the Union -



**EXHIBIT XIX**

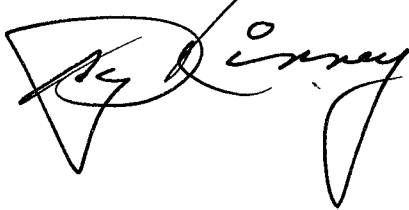
**MEMORANDUM OF AGREEMENT**

**RE: RELOCATION OF SERVICE**

The parties hereto agree that should a current service be transferred to a new work location during the term of the collective agreement the positions will be filled through the application of Article 24.

Signed this 16<sup>th</sup> day of November, 2009.

FOR THE COMPANY:

A handwritten signature in black ink, appearing to read "M. J. Kinney", written over a faint, large, stylized outline of a triangle.

FOR THE UNION:

A handwritten signature in black ink, appearing to read "Janice McAllister", written in a cursive style.

EXHIBIT XX

ARTICLE 22

TRANSFERS and REASSIGNMENTS

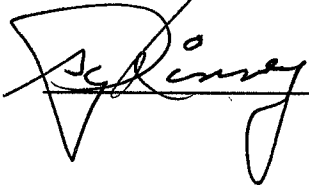
22.13 (a) (No Change)

(b) (Amend to read as follows)

Should a Company initiated lateral reassignment involve a change in function the Company will support the employee's transition with a familiarization period of up to twenty (20) working days.

Signed this 19<sup>th</sup> Day of November, 2009.

For the Company



For the Union





EXHIBIT XXI

MEMORANDUM OF AGREEMENT

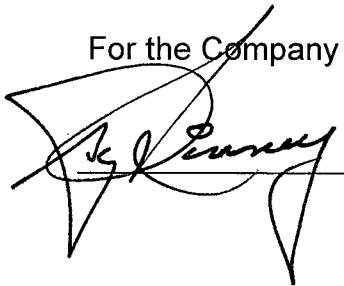
**PARTIAL VOLUNTARY SEPARATION PACKAGE**

For purposes of clarity the parties hereto have established a list of employees who were eligible and elected in July 2006 to receive forty percent (40%) of the total value of their VSP (a "Partial VSP") in exchange for the opportunity to remain with the Company under the following conditions:

- a) Employees on the list retained their seniority and Company service except for the purpose of future severance calculations or pay in lieu of notice calculations
- b) For the purpose of future severance calculations or pay in lieu of notice calculations, seniority and service began June 5, 2006) and
- c) In the event that such employees are entitled to receive severance pay and/or pay in lieu of notice of termination at some point in the future, in addition to their entitlement at that time as determined by the terms and conditions of the collective agreement, they will be entitled to receive the remaining sixty percent (60%) of their VSP.
- d) The Voluntary Separation Package described above satisfy in full the Company's obligations under both the collective agreement and relevant provincial legislation and is not in addition to either of these obligations. An employee who accepts the Voluntary Separation Package as indicated shall have no further claim on the Company.
- e) A copy of the list is held by both the Union and the Company and is entitled, "Table 1, Partial Voluntary Separation Package Participants as of November 18<sup>th</sup>, 2009". The list is not included with this Memorandum for reasons of privacy and confidentiality.

Signed this 19<sup>th</sup> Day of November, 2009.

For the Company



For the Union



EXHIBIT XXII

ARTICLE 24

JOB POSTING PROCEDURES

**24.03** When a vacancy or a temporary upgrade occurs in a classification for which no relief employees are required (other than a vacancy in the Material Attendant IV classification) and the vacancy or temporary upgrade is expected by the Company to last more than six (6) months it will be filled in the following manner:

- (a) The position will be posted for five (5) working days in order to give all employees an opportunity to apply for the position.
  - i. On a day a vacancy is "posted" it will be posted prior to noon (1200hrs). Postings will be removed in the after noon (1200hrs) of the same day in the following week.

(b) **(No Change)**

Experience gained, other than experience gained as a "relief employee" through a temporary upgrade of six (6) months or less will not be used in any way that would give an advantage to a junior employee in any future job opportunity.

Signed this

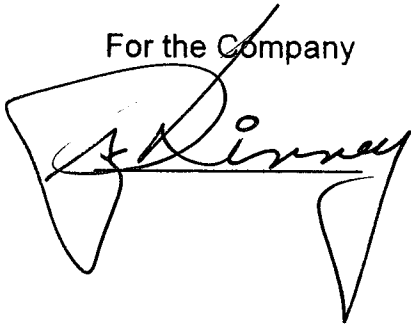
19<sup>th</sup>

Day of

November

, 2009.

For the Company

A large, stylized handwritten signature in black ink, appearing to read "J. Rinney". The signature is written over a horizontal line and is enclosed within a large, irregular, hand-drawn outline that resembles a wide, shallow 'V' or a similar shape.

For the Union

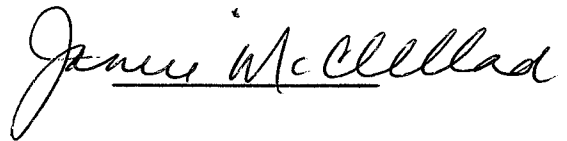
A handwritten signature in black ink, appearing to read "James McCallad". The signature is written in a cursive style and is positioned above a horizontal line.

EXHIBIT XXIII

ARTICLE 9

DEFINITIONS

9.01 (See Exhibit XII)

(1) (See Exhibit XII)

(2) (Remove)

(3) (No Change)

(a) (No Change)

(b) (No Change)

© (Amend to read as follows)

A "part time employee" means an employee who normally works less than the basic hours of work for a regular full time employee. These employees may however, work the basic hours for a regular full time employee to replace absences and meet other business needs. A regular part time employee hired after January 1, 2010 will, upon completion of five (5) years service become eligible to participate in the benefit plans and programs identified for regular part time employees in Article 25.

(d) (Amend to read as follows)

During the first six hundred forty (640) hours of time worked an employee shall be considered to be on probation. Upon satisfactory completion of the probationary period the employee name shall be placed on the seniority list as a regular part time employee with seniority dating from the commencement of the employee's last engagement. The six hundred forty (640) hours referred to above must be accumulated within a period of twelve (12) consecutive months.

(e) (i) (No Change)

(ii) (No Change)

(i) (No Change)

Signed this

11<sup>th</sup>

Day of

December

, 2009.

For the Company



For the Union



EXHIBIT XXIV

ARTICLE 12

SAFETY and HEALTH

12.05 (Amend to Read as Follows)

- (a) The Company shall pay for all safety equipment that employees are required to wear except for safety footwear.
- (b) Where employees are required by the Company to wear safety footwear the Company agrees to provide:
- (c) Effective January 1, 2011 employees who work predominantly in the cable department who require anti-static safety footwear will be eligible to receive, upon submission of proof of purchase, an annual reimbursement of up to \$125.00 toward the purchase of CSA approved safety footwear; or
  - (ii) Effective January 1, 2011 all other employees will be eligible to receive, upon submission of proof of purchase, an annual reimbursement of up to \$105.00 toward the purchase of CSA approved safety footwear.
- (d) Effective January 1, 2013 employees who work predominantly in the cable department who require anti-static safety footwear will be eligible to receive, upon submission of proof of purchase, an annual reimbursement of up to \$130.00 toward the purchase of CSA approved safety footwear; or
  - (iv) Effective January 1, 2013 all other employees will be eligible to receive, upon submission of proof of purchase, an annual reimbursement of up to \$110.00 toward the purchase of CSA approved safety footwear.
- (e) If an employee chooses to purchase safety footwear that is in excess of the amount provided in 12.05(b), such additional cost shall be paid for by the employee.

Signed this

15th Day of December, 2009

For the Company



For the Union

*Janice McClelland*

EXHIBIT XXV

ARTICLE 18

HOURS of WORK

**DIFFERENTIAL FOR WORK IN OFF-NORMAL PERIOD**

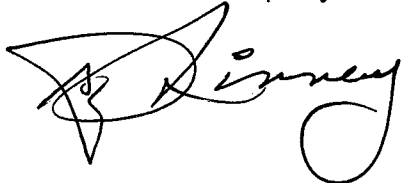
**18.16 (Amend to Read as Follows)**

- (a) Effective January 1, 2010 all regular full time, regular part-time and probationary employees shall be paid a differential of fifty four cents (\$0.54) per hour for each off-normal tour hour worked between 6:00 P.M. and 12:00 A.M.
- (b) Effective January 1, 2010 all regular full time, regular part-time and probationary employees shall be paid a differential of sixty nine cents (\$0.69) per hour for each off-normal tour hour worked between 12:01 A.M. and 6:00 A.M.
- (c) Effective January 1, 2012 all regular full time, regular part-time and probationary employees shall be paid a differential of fifty six cents (\$0.56) per hour for each off-normal tour hour worked between 6:00 P.M. and 12:00 A.M.
- (d) Effective January 1, 2012 all regular full time, regular part-time and probationary employees shall be paid a differential of seventy one cents (\$0.71) per hour for each off-normal tour hour worked between 12:01 A.M. and 6:00 A.M.
- (e) Effective January 1, 2014 all regular full time, regular part-time and probationary employees shall be paid a differential of fifty eight cents (\$0.58) per hour for each off-normal tour hour worked between 6:00 P.M. and 12:00 A.M.
- (f) Effective January 1, 2014 all regular full time, regular part-time and probationary employees shall be paid a differential of seventy three cents (\$0.73) per hour for each off-normal tour hour worked between 12:01 A.M. and 6:00 A.M.

**18.17 (No Change)**

Signed this 27<sup>th</sup> Day of Nov, 2009.

• For the Company



• For the Union



EXHIBIT XXVI

ARTICLE 21

ANNUAL VACATIONS

21.02

- (a) (No Change)
- (b) (No Change)
- (c) (Amend to Read as Follows)

In lieu of pay at the time of vacation, all regular part-time employees will be paid their vacation entitlement on each bi-weekly pay as follows:

<u>Years of Net Credited Service</u>	<u>Percent Vacation Pay</u>
1	4% of *gross wages for the bi-wkly pay period
3	6% of *gross wages for the bi-wkly pay period
10	8% of *gross wages for the bi-wkly pay period
20	10% of *gross wages for the bi-wkly pay period

\* "Gross Wages" is as defined in the Employment Standards Act and includes overtime, incentive pay, public holiday pay, termination pay, shift and leadership premiums

Signed this

11<sup>th</sup>

Day of

December

, 2009.

For the Company



For the Union





Revised November 27, 2009

EXHIBIT XXVIII

MEMORANDUM OF AGREEMENT

PERFORMANCE INCENTIVE

(Amend to Read as Follows)

During each calendar year of the term of the collective agreement, regular employees will be eligible to receive a performance incentive based upon elements in the Progistix Management, Technical and Administrative Program.

1. Employee eligibility is as follows:

a) Must be an employee of the Company as of December 31 of the calendar year for which the bonus is paid.

2. Targets are set annually. Achievement to targets will be measured quarterly with eighty (80) percent 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 twenty (20) percent "hold back" for each quarter and be targeted to paid no later than March 15 of the calendar year following the year for which the incentive was earned.

3. Any pay-outs under the plan are based upon regular hours worked in the calendar year for which the incentive is being paid. For each incentive year employees will be eligible to receive up to sixty (\$0.60) cents per regular hour worked to a maximum of one thousand two hundred dollars (\$1,200.00).

Signed this

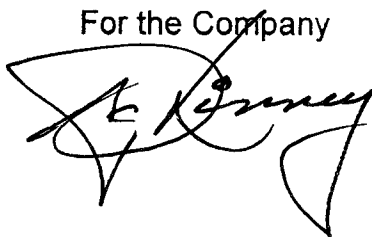
11<sup>th</sup>

Day of

December

, 2009.

For the Company



For the Union





EXHIBIT XXIX

Current	**Effective DOR	*Effective 1-1-11	*Effective 1-1-12	*Effective 1-1-13	*Effective 1-1-14
\$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
\$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					
\$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<sup>nd</sup>, 2009 the above wage scale to become effective December 20<sup>th</sup>, 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.

Signed this 11<sup>th</sup> Day of December, 2009.

For the Company  
*[Signature]*

For the Union  
*[Signature]*

EXHIBIT XXX

MEMORANDUM OF AGREEMENT

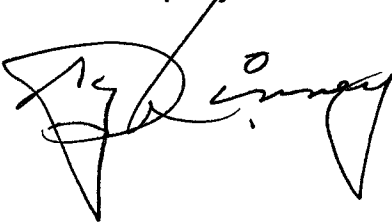
RECLASSIFICATION of PART TIME EMPLOYEES

Effective within four (4) weeks of the ratification of this agreement, twelve (12) current regular part-time Material Handlers and ten (10) current regular part-time Logistics Processor employees will be reclassified by seniority as regular full time employees.

The parties hereto agree that the Job Posting process will be utilized to identify and select candidates interested in being reclassified. Section 24.08 will not apply to employees who accept reclassification through this process. Corrective action will not be a determinate in identifying employees for reclassification.

Signed this 11<sup>th</sup> Day of December, 2009.

For the Company



For the Union



EXHIBIT XXXI

MEMORANDUM OF AGREEMENT

INCOME STABILITY

The parties hereto agree:

No employee of the regular full time work force will be demoted, other than through the application of Article 11, during the term of the ~~collective~~ ~~agreement~~ ~~which~~ ~~became~~ ~~effective~~ ~~on~~ ~~January~~ ~~1,~~ ~~2006.~~

*R.M.*  
*11*  
*This collective*

Signed this

Day of *December*, 2009.

For the Company

For the Union

*R. Dineen*

*Janeie McCallad*

EXHIBIT XXXII

Article 25

BENEFITS

**25.01 (Amend to Read as Follows)**

All regular full time employees and part time employees hired prior to December 31, 2009 will, upon successful completion of the probationary period, be eligible to participate in the following benefit plans.

A regular part time employee hired after January 1, 2010 will, upon completion of five (5) years service, become eligible to participate in the following benefit plans. Participation by regular part-time employees in plans identified with an asterix may be applied for on the basis of either "single" or "family" coverage.

- Group life, Accidental Death & Dismemberment insurance plans
- Pension plan
- Disability benefit plan
- Long-term disability income plan
- \*Medical expenses reimbursement plan
- \*Dental expenses reimbursement plan

- (a) More specific details, including eligibility dates, deductibles, co-insurance, limitations and descriptions of plan benefits are contained in the plan documents and benefit booklets.
- (b) For the duration of this Collective Agreement and insofar as they apply to the employees covered by this agreement, the plans listed in Section 25.01 shall not be modified, except with the consent of the Union, which shall not be unreasonably withheld.

Signed this

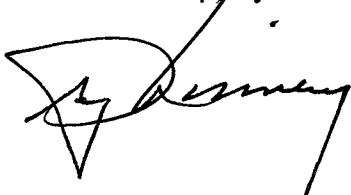
*11<sup>th</sup>*

Day of

*December*

, 2009.

For the Company



For the Union



EXHIBIT XXXIII

MEMORANDUM OF AGREEMENT

POST RETIREMENT BENEFITS

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 and
- Are fifty four plus (54+) years of age and
- Have nine plus (9+) years of service as of January 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.

Signed this

11<sup>th</sup>

Day of

December

, 2009.

For the Company



For the Union



EXHIBIT XXXIV  
MEMORANDUM OF AGREEMENT  
LUMP SUM PAYMENTS

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	\$400.00
Regular Part Time	\$300.00

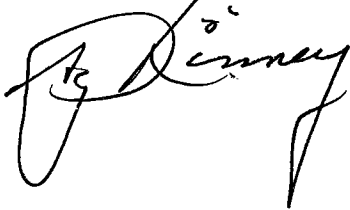
All regular full time and regular part-time employees who are actively employed as of January 1, 2011 be eligible in January 2011 to receive the following lump-sum payments in the amount described below:

Regular Full Time	\$400.00
Regular Part Time	\$300.00

will  
gm.

Signed this 11<sup>th</sup> Day of December, 2009.

For the Company



For the Union



Exhibit XXXV

PROGISTIX-SOLUTIONS INC.  
(the "Company")

- AND -

COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA  
REPRESENTING CRAFT AND SERVICES  
EMPLOYEES  
(the "Union")

The parties hereto agree that this Memorandum of Agreement applies to employees eligible to join the Defined Contribution component of the Pension Plan prior to January 1<sup>st</sup>, 2010.

**RE: GUIDELINES OF THE DEFINED CONTRIBUTION PENSION PLAN**

1. All regular employees enroll in the Plan on the first enrolment date following their date of hire or their change of status to a regular employee. Enrolment dates are January 1, April 1, July 1 and October 1 of each year.
2. Employees are not obliged to make any contributions to the Plan.
3. The Company will contribute 3% of the employee's base salary, excluding overtime, premiums and bonuses.
4. Employees who wish to do so, may contribute up to 6% of their base salary, and the Company will match the employees' contributions at a rate of 1/3% for each 1% of the employees' contributions up to a maximum match of 2% (e.g. if an employee chooses to contribute 6%, the Company will contribute an additional 2%).
5. Employees' contributions, and the contributions made on their behalf by the Company, are invested within the available options according to the employees' instructions.
6. The Company's contributions vest in the employee's name after two years of Plan membership.
7. It shall be the responsibility of the employee to address and resolve any concerns or disputes regarding administration of the Plan or benefits provided by the Plan directly with the administrator, it being understood that the Company's obligations under this Memorandum are limited to payment of the contributions as outlined above.

AGREED this 15 day of December, 2009

FOR THE COMPANY:



FOR THE UNION:

*Janice McClelland*