

MEMORANDUM OF AGREEMENT BETWEEN:

Expertech Network Installation inc.; hereinafter designated as the "Company"
and
Communications, Energy and Paperworkers Union of Canada representing the Clerical
and Associated Employees; hereinafter designated as the "Union".

The above parties have agreed as follows:

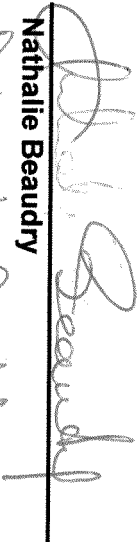
1. The undersigned bargaining committee members representing respectively the Union and the Company commit to present to their principals and to their members for ratification the agreement in principle hereinafter which will constitute the future collective agreement between the parties.
2. The members of the bargaining committee representing the Union jointly undertake to recommend to its members the acceptance and ratification of the Agreement in Principle hereinafter which will constitute the future collective agreement between the parties.
3. The Agreement in Principle shall consist of (i) the Collective Agreement signed **May 23rd 2007**, as modified by the proposed provisions set out in Attachment A of this Memorandum, and (ii) the Letters of Intent agreed to by authorized representatives for both parties during the course of collective bargaining and which will be attached to the next Collective Agreement between the parties solely for information purposes.
4. The undersigned members of the Bargaining Committee for the Company, being duly authorized in the present negotiations with the Union, hereby undertake, on behalf of the Company, to sign a Collective Agreement in accordance with the above-cited Agreement in Principle, subject to and under the following reserves and conditions:
 - (a) The proposed Agreement to be binding on the parties, shall be ratified by the members of the Union not later than **April 12th, 2011**.
 - (b) If it is ratified as aforesaid, the parties shall sign a formal Collective Agreement not later than **April 30th, 2011**.
 - (c) If the proposed Agreement is not ratified as aforesaid or if a formal Collective Agreement has not been signed by **April 30th, 2011**, the present Memorandum shall then be considered to be null and void and non-existent.
 - (d) If a formal Collective Agreement is signed not later than **April 30th, 2011**, the present Memorandum shall be superseded by such formal Collective Agreement which shall then be the only Agreement binding on the parties.



IN WITNESS WHEREOF we have signed on this 23rd day of March 2011.

**EXPERTECH NETWORK
INSTALLATION INC**

**COMMUNICATIONS, ENERGY and
PAPERWORKERS UNION of CANADA**



Nathalie Beaudry



Janice McClelland



Diana McDonald



Alain Portelance



Jennifer Millar



Maureen Dawson



Magdalena Szwedowicz



Stephanie Brownlee



Suzie Vaillant



Louise Singer

ATTACHMENT A (Page 1 to 37) AGREEMENT IN PRINCIPLE

BETWEEN

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA

AND

EXPERTECH NETWORK INSTALLATION INC.

Complete in Ottawa on the 23rd day of March 2011.

The terms, conditions, and additions in the proposed Agreement and to amend the collective agreement signed **May 23, 2007**, are listed in Attachment A.

A handwritten signature in black ink, consisting of a stylized, cursive name followed by the initials 'gm' written below it.

Agreement in Principle

For the Negotiations between Expertech Network Installation Inc. and Communications, Energy and Paperworkers Union of Canada (CEP) for the renewal of the Collective Agreement for Clerical and Associated Employees

March 23rd, 2011

Negotiations for the renewal of the Clerical and Associated Employees collective agreement began October 5th, 2010. The existing collective agreement for the Clerical and Associated Employees expired on November 30th, 2010.

Terms of Settlement

Unless otherwise specified, the conditions detailed in this document are effective upon signing of the collective agreement. With the exception of minor changes in formatting and reference changes that may be required to reflect the changes detailed in this document, the language that is associated with this agreement in principle is attached.

Use of the feminine or masculine gender in this agreement shall be construed as including both female and male employees, and not as specific sex designations.

A. Details

1. Duration

- a. The duration of this collective agreement will be four (4) years, expiring on November 30th, 2014.

2. Wages

- a. Appendix C sets out the wage schedules.
- b. The following employees will have their wages protected for the duration of this collective agreement, with no increase or decrease to their hourly rate of pay:
 - i. Cathy Sales
 - ii. Lavina Matsuyama

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- c. The following employees, currently covered by a wage protection agreement, will now be paid as per Salary Group C, and all wage protection agreements in place for these employees will cease to exist:
 - i. Edith Curry
 - ii. Ellen Lewis
 - iii. Francine Desjardins
- d. The following employees, who are currently paid as per Salary Group B as per a pre-existing grandfathering agreement, will continue to be paid as per Salary Group B as long as they remain in their current position, as per the applicable agreement:
 - i. Joseph Barone
 - ii. Ann Hogan
 - iii. Susan Gilroy
 - iv. Françoise Dubé

3. Wage Administration

- a. Article 17.06 will be amended so that an employee who is promoted will move to the closest higher rate on her new wage scale. This wage increase will not be less than \$0.75.
- b. The wage schedules will be amended so that steps 1, 2, 3, and 4 will be eliminated, thereby decreasing the number of steps to 6. The interval between all steps will now be twelve months.
 - i. All existing employees who are currently paid at steps 5, 6, 7, 8, or 9 will be grandfathered. These employees will continue to receive their progressional wage increases, on the basis of merit, every six months. A Memorandum of Agreement on Wage Increases will be added to reflect this change.
 - ii. All employees currently at steps 1, 2, 3, or 4 will move to step 5 (step 1 on the new wage scale) effective the date of signing of the collective agreement. These employees, as well as any new hires, will receive their progressional wage increase, on the basis of merit, every 12 months. Article 17.03 and Appendix C will be updated to reflect these changes.

4. Hours of Work for Temporary Part Time Employees

- a. Article 9.01 (f) will be amended so that the minimum hours of work for temporary part time employees will be 7.5 hours per week for those still within the probationary period, and 11.25 hours per week for those that have successfully completed their probationary period.

5. Job Posting Procedure for Temporary Part Time Employees

- a. Article 24 will be amended so that Temporary Part Time Employees will be included in the job posting process as follows:

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- i. Temporary Part Time employees will be able to apply on all Regular job postings.
- ii. Temporary Part Time employees will be selected for job openings, in no particular order, after all Regular employees, but before any other person.
- iii. A Temporary Part Time employee who is selected as the successful applicant on a job posting will acquire the Regular status of the job posted.

6. Holidays

- a. Article 20.14 (b) will be amended so that employees in Ontario may take their day off with pay on Family Day, subject to service requirements.

7. Reclassification of Regular Part Time Employees to Regular Full Time

- a. Eleven (11) Regular Part Time employees will be reclassified to Regular Full Time. These positions will be posted at Attwell and Ridgetop within thirty (30) days of ratification. These work locations were selected based on the Company's need to maintain flexibility of the workforce.
 - i. Ten (10) Regular Full Time Associate, CSC Project Support (Salary Group B) positions will be posted at Attwell.
 - ii. One (1) Regular Full Time Associate, Administrative Support (Salary Group C) position will be posted at Ridgetop.
- b. The company will post in the two (2) locations until ten (10) reclassifications have been completed at Attwell and one (1) reclassification has been completed at Ridgetop.

8. Benefits

- a. The deductible for the optional benefit plan for our Temporary Part Time employees will be reduced to \$10.00 per year.

9. Union Representation

- a. Article 4.01 will be amended so that the number of Union Representatives will not exceed ten (10), with no more than three (3) Representatives at any one work location.
- b. The requirement for a Representative to be permanently assigned to one of the work locations she represents will be removed.

10. Time Allowance

- a. Articles 5.05 and 5.06 will be added so that all Union time must be requested in advance. Increased rigor will be brought to the union time allocation.

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11. Probationary Employees

- a. Article 9.01 (i) will be amended so that the probationary period is based on the completion of 910 hours of work, or nine (9) months of service, whichever comes first.
 - i. All existing employees currently within the probationary period will be subject to the conditions of the previous collective agreement, specifically, they will continue to be a probationary employee for six (6) months.
 - ii. All new employees hired after the ratification date of the new collective agreement will be subject to the new terms agreed upon during this round of bargaining.

12. Work Force Diversity

- a. The Memorandum of Agreement on Workforce Diversity will be updated so that the Company will make 12 temporary positions in Craft and Services available to our Clerical employees over the course of the collective agreement.

13. Deductions of Regular Dues

- a. The words "for three (3) months or less" will be removed from the last sentence of Article 3.03.

14. Benefits

- a. Any potential changes reached during the 2011 Craft and Service collective bargaining with regard to benefits premiums will be implemented for the Clerical and Associated employees.

B. Other Miscellaneous Changes

1. The Company's address in Article 35 will be updated to 240 Attwell Drive, Toronto, Ontario M9W 5B2.
2. The Union's address in Article 35 will be updated to 301 Laurier Avenue West, Ottawa, Ontario, K1P 6M6.
3. The Company has completed a comparison of the English and French collective agreements. Attached is a list of translation errors, spelling errors, and inconsistent language. The Company agrees that two Company representatives and two Union representatives will meet to review the list and agree upon any required changes. This meeting must be completed prior to the printing of the new collective agreement.

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4. Any reference in the collective agreement to Vice-President of Human Resources or Executive Director of Industrial Relations will be updated to reflect the current job title of Director - Human Resources. The articles that will be updated are:

- a. Article 35.03
- b. Article 14.07 b
- c. Article 14.11
- d. Article 24.08 b
- e. Article 24.08 h
- f. Article 24.08 j

5. Any reference in the collective agreement to Vice-President will be updated to reflect the current job title of Director. The articles that will be updated are:

- a. Article 14.04
- b. Article 14.05
- c. Article 14.08
- d. Article 14.10
- e. Article 14.16

6. The final printed version of the Collective Agreement will contain both English and French in one bound copy.

C. Memorandum of Agreement

1. In addition to those Memorandum of Agreements previously identified in Section A (Details) of this agreement, the following Memorandum of Agreements will be amended, as per the attached:

- a. Joint Appeal Committee (Job Titles)
- b. Job Posting Procedure, Interim Administrative Procedures
- c. Pension (Former Nortel Employees)

2. The following Memorandum of Agreements will be removed from the collective agreement:

- a. Benefits

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- b. Job Posting Procedure – Arbitrability
- c. Profit Sharing Plan
- d. Merger of Collective Agreements
- e. Cost of Living Allowance

3. All other Memorandum of Agreements in the Collective Agreement not otherwise identified in this agreement will be re-signed.

D. Letters of Intent

In addition to those Letters of Intent previously identified in Section A (Details) of this agreement, the following Letters of Intent will be added:

- (i) Changes to Company Policy
- (ii) Seasonal Leave

All other Letters of Intent in the collective agreement not otherwise identified in this agreement will be re-signed.


E. Appendices

1. Appendices in the collective agreement not otherwise identified in this agreement will remain with no changes.

F. Attachments

- 1. Attachment A, Lay-off Allowance Plan
 - a. "Survival Protection Plan" will be replaced by "Life and AD&D Plan".

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Attachment A – Agreement in Principle

Wednesday March 23, 2011

Minutes of negotiations between Expertech Network Installation Inc. and Communications, Energy and Paperworkers Union of Canada, representing Clerical and Associated Employees.

During the 2010 negotiations, the above parties reached an agreement to amend Article 35 to read as follows:

DURATION:

35.01 This Agreement shall become effective on the date of signing except as otherwise provided and, shall remain in full force and effect up to and including November 30th 2014.

35.02 Either party to this Agreement may, by written notice given to the other party at least 30 days but not more than 90 days before the expiry of this Agreement, require the other party to commence collective bargaining for the purpose of renewing or revising this Agreement or entering into a new Agreement.

35.03 Notice shall be sufficient with respect to the Union if addressed to Communications, Energy and Paperworkers Union of Canada, 301 Laurier Avenue West, Ottawa, Ontario K1P 6M6, and with respect to the Company if addressed to the Director – Human Resources at 240 Attwell Drive, Toronto, Ontario, M9W 5B2.

Signed in Ottawa this ____ day of _____ 2011.

For the Company

For the Union

Nathalie Beaudry
Director - Human Resources

Janice McClelland
National Representative CEP



Appendix C
Weekly and Hourly Basic Rates of Pay
Salary Group C

		1.50%		2.10%		2.10%		2.10%		
Current		Upon Ratification		April 1, 2012		April 1, 2013		April 1, 2014		
Step	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
1	533.90	14.83	541.80	15.05	553.32	15.37	564.84	15.69	576.72	16.02
2	567.18	15.76	576.00	16.00	588.24	16.34	600.48	16.68	613.08	17.03
3	606.89	16.86	615.96	17.11	628.92	17.47	642.24	17.84	655.56	18.21
4	652.92	18.14	662.76	18.41	676.80	18.80	690.84	19.19	705.24	19.59
5	698.44	19.40	708.84	19.69	723.60	20.10	738.72	20.52	754.20	20.95
6	760.16	21.12	771.84	21.44	788.04	21.89	804.60	22.35	821.52	22.82

NOTE: The interval between each step shall be 12 months

Appendix C
Weekly and Hourly Basic Rates of Pay
Salary Group B

		1.50%		2.10%		2.10%		2.10%		
Current		Upon Ratification		April 1, 2012		April 1, 2013		April 1, 2014		
Step	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
1	607.82	16.88	616.68	17.13	629.64	17.49	642.96	17.86	656.64	18.24
2	645.64	17.93	655.20	18.20	668.88	18.58	682.92	18.97	697.32	19.37
3	691.10	19.20	701.64	19.49	716.40	19.90	731.52	20.32	747.00	20.75
4	743.44	20.65	754.56	20.96	770.40	21.40	786.60	21.85	803.16	22.31
5	795.01	22.08	806.76	22.41	823.68	22.88	840.96	23.36	858.60	23.85
6	865.31	24.04	878.40	24.40	896.76	24.91	915.48	25.43	934.56	25.96

NOTE: The interval between each step shall be 12 months

Appendix C
Weekly and Hourly Basic Rates of Pay
Salary Group A

Step	Current		1.50%		2.10%		2.10%		2.10%	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
1	696.07	19.34	706.68	19.63	721.44	20.04	736.56	20.46	752.04	20.89
2	735.04	20.42	746.28	20.73	762.12	21.17	777.96	21.61	794.16	22.06
3	783.17	21.75	794.88	22.08	811.44	22.54	828.36	23.01	845.64	23.49
4	834.75	23.19	847.44	23.54	865.08	24.03	883.08	24.53	901.80	25.05
5	892.82	24.80	906.12	25.17	925.20	25.70	944.64	26.24	964.44	26.79
6	961.20	26.70	975.60	27.10	996.12	27.67	1,017.00	28.25	1,038.24	28.84

NOTE: The interval between each step shall be 12 months

Attachment A – Agreement in Principle

Wednesday March 23, 2011

Minutes of negotiations between Expertech Network Installation Inc. and Communications, Energy and Paperworkers Union of Canada, representing Clerical and Associated Employees.

During the 2010 negotiations, the above parties reached an agreement to amend Article 17.06 to read as follows:

17.06 Where an employee is promoted, the rate of pay on promotion shall be the rate on the salary group of the new job which grants the closest higher rate, while being at least \$0.75 per hour higher than the employee's current rate. The months accumulated since the last scheduled increase prior to promotion shall be credited to the employee on the salary group of the new job. However, the number of months so accumulated is limited to the time interval to reach the next step of the salary group as outlined in Appendix C of this Agreement.

Signed in Ottawa this ____ day of _____ 2011.

For the Company

For the Union

Nathalie Beaudry
Director - Human Resources

Janice McClelland
National Representative CEP

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Attachment A – Agreement in Principle

Wednesday March 23, 2011

Minutes of negotiations between Expertech Network Installation Inc. and Communications, Energy and Paperworkers Union of Canada, representing Clerical and Associated Employees.

During the 2010 negotiations, the above parties reached an agreement to amend Article 17.03 to read as follows:

Wage Increases

17.03 As outlined in Appendix C of this Agreement, the time interval from one step to the next on the salary groups shall be twelve (12) months.

Signed in Ottawa this _____ day of _____ 2011.

For the Company

For the Union

Nathalie Beaudry
Director - Human Resources

Janice McClelland
National Representative CEP

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Wednesday March 23, 2011

Minutes of negotiations between Expertech Network Installation Inc. and Communications, Energy and Paperworkers Union of Canada, representing Clerical and Associated Employees.

During the 2010 negotiations, the above parties reached an agreement to include the Memorandum of Agreement on Wage Increases to read as follows:

WAGE INCREASES
MEMORANDUM OF AGREEMENT BETWEEN
EXPERTECH
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA
REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES

This is to confirm our understanding reached during bargaining, regarding progressional wage increases in the Clerical and Associated Employees collective agreement.

In conjunction with eliminating steps 1, 2, 3, and 4 of the wage progression, all employees currently paid at those steps will move to step 5 (step 1 on the new wage scale) effective the date of signing of the collective agreement. These employees, as well as any new hires, will receive their progressional wage increase, on the basis of merit, every 12 months, as stated in article 17.03.

All existing employees who are currently paid at steps 5, 6, 7, 8 or 9 will be grandfathered. The interval between steps 1 to 5 shall be 6 months, and the interval between step 5 to 6 shall be 12 months. The months accumulated since the last scheduled increase under the former collective agreement shall be credited to the employee.

The grandfather clause will not apply to any employee leaving the clerical and associated employees bargaining unit on a permanent basis, or to any employee permanently promoted to a higher rate of pay.

This Memorandum of Agreement will not be included in the final printed version of the Collective Agreement.

Signed in Ottawa this _____ day of _____ 2011.

For the Company

For the Union

Nathalie Beauty
Director - Human Resources

Janice McClelland
National Representative CEP



Attachment A – Agreement in Principle

Wednesday March 23, 2011

Minutes of negotiations between Expertech Network Installation Inc. and Communications, Energy and Paperworkers Union of Canada, representing Clerical and Associated Employees.

During the 2010 negotiations, the above parties reached an agreement to amend Article 9.01(f) to read as follows:

(f) "Part-Time Employee" means an employee who is normally required to work less than the basic hours of work. A Regular Part-Time employee will be scheduled to work a minimum of two days per week at a minimum of 7.5 hours per day, unless mutually agreed otherwise.

A Temporary Part-Time employee will be scheduled to work a minimum of 11.25 hours per week, unless mutually agreed otherwise. A probationary employee will be scheduled to work a minimum of 7.5 hours per week, unless mutually agreed otherwise.

Signed in Ottawa this _____ day of _____ 2011.

For the Company

For the Union

Nathalie Beaudry
Director - Human Resources

Janice McClelland
National Representative CEP



Attachment A – Agreement in Principle

Wednesday March 23, 2011

Minutes of negotiations between Expertech Network Installation Inc. and Communications, Energy and Paperworkers Union of Canada, representing Clerical and Associated Employees.

During the 2010 negotiations, the above parties reached an agreement to amend Article 24.01 to read as follows:

24.01 The parties agree that all Regular Full Time and Regular Part Time job openings will be posted and all employees will have the right to apply.

Signed in Ottawa this ____ day of _____ 2011.

For the Company

For the Union

Nathalie Beaudry
Director – Human Resources

Janice McClelland
National Representative CEP

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Attachment A – Agreement in Principle

Wednesday March 23, 2011

Minutes of negotiations between Expertech Network Installation Inc. and Communications, Energy and Paperworkers Union of Canada, representing Clerical and Associated Employees.

During the 2010 negotiations, the above parties reached an agreement to amend Article 24.05 to read as follows:

24.05 (a) The parties agree that all Regular Full-Time and Regular Part-Time job openings will be posted and all employees will have the right to apply.

(b) The posting shall be available for seven (7) working days. The mechanized posting system will be used for the purpose of job postings. The mechanics of the job posting procedure shall be as agreed to by the parties.

(c) An employee wishing to be considered by the Company must respond to the job posting within the specified posting period in subsection (b) above. It is understood that an employee may only be considered for the posted position provided that the employee's performance on her existing job meets job requirements.

Signed in Ottawa this ____ day of _____ 2011.

For the Company

For the Union

Nathalie Beaudry
Director – Human Resources

Janice McClelland
National Representative CEP

A handwritten signature in black ink, appearing to be 'Janice McClelland', is located at the bottom right of the page.

Wednesday March 23, 2011

Minutes of negotiations between Expertech Network Installation Inc. and Communications, Energy and Paperworkers Union of Canada, representing Clerical and Associated Employees.

During the 2010 negotiations, the above parties reached an agreement to amend Article 24.06 to read as follows:

24.06 Candidates are to be selected from among those who are qualified in the following order:

- (a) From among the most senior Regular Full-Time employee applicants;
 - (i) Having the same occupational title as the job opening; if none, then
 - (ii) Having a different occupational title but the same salary group as the job opening; if none then,
 - (iii) Having a different salary group as the job opening. In the case of a job opening within Salary Group A, applicants from Salary Group B are considered before applicants from Salary Group C.

Under subsections (ii) and (iii) above, candidates are to be selected on the basis of the most senior from among those who are qualified to perform the required work within such period of time as may be reasonably required. In any event, this period of time shall not exceed a ten (10) working days familiarization period.

(b) From among the most senior Regular Part-Time employee applicants in the order specified in the subsection (a) above.

(c) From among the Temporary Part Time employee applicants, regardless of seniority.

It is understood that if the job opening is not filled by the above, the job can be filled by any other person.

Signed in Ottawa this _____ day of _____ 2011.

For the Company

For the Union

Nathalie Beaudry
Director - Human Resources

Janice McClelland
National Representative CEP



Attachment A – Agreement in Principle

Wednesday March 23, 2011

Minutes of negotiations between Expertech Network Installation Inc. and Communications, Energy and Paperworkers Union of Canada, representing Clerical and Associated Employees.

During the 2010 negotiations, the above parties reached an agreement to amend Article 24.10 (b) (i) to read as follows:

24.10 (b) The Job Posting Procedures shall not apply
(i) to an employee who is within her probationary period as defined in article 9.01 (i)

Signed in Ottawa this ____ day of _____ 2011.

For the Company

For the Union

Nathalie Beaudry
Director – Human Resources

Janice McClelland
National Representative CEP



Attachment A – Agreement in Principle

Wednesday March 23, 2011

Minutes of negotiations between Expertech Network Installation Inc. and Communications, Energy and Paperworkers Union of Canada, representing Clerical and Associated Employees.

During the 2010 negotiations, the above parties reached an agreement to amend Article 20.14 to read as follows:

20.14

(a) One (1) of these days off with pay will be scheduled during the period from December 1st to the 15th of January of the following year.

(b) (i) One (1) of these days off with pay shall be granted, subject to service requirements, on the first or last day of one (1) of the employee's scheduled work weeks, during the period from December 1st of the current year to December 1st of the following year.

(ii) For employees working in Ontario, the Company may grant, in accord with an employee's request, and subject to service requirements, the day off with pay mentioned in Subsection 20.14 (b)(i) on the third Monday in February (*i.e.* Family Day under Ontario's provincial employment standards). The granting of this request will not be unreasonably withheld.

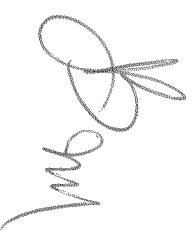
Signed in Ottawa this ____ day of _____ 2011.

For the Company

For the Union

Nathalie Beaudry
Director - Human Resources

Janice McClelland
National Representative CEP

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Wednesday March 23, 2011

Minutes of negotiations between Expertech Network Installation Inc. and Communications, Energy and Paperworkers Union of Canada, representing Clerical and Associated Employees.

During the 2010 negotiations, the above parties reached an agreement as follows:

RECLASSIFICATION FROM REGULAR PART TIME TO REGULAR FULL TIME
MEMORANDUM OF AGREEMENT BETWEEN
EXPERTECH
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA
REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES

This is to confirm our understanding, reached during bargaining, regarding the reclassification of 11 employees to Regular Full Time.

The parties agree that eleven (11) Regular Part Time employees will be reclassified to Regular Full Time. These positions will be posted at Attwell and Ridgetop within thirty (30) days of ratification. These work locations were selected based on the Company's need to maintain the flexibility of the workforce.

Ten (10) Regular Full Time Associate, CSC Project Support (Salary Group B) positions will be posted at Attwell.

One (1) Regular Full Time Associate, Administrative Support (Salary Group C) position will be posted at Ridgetop.

The Company will post in the two (2) locations until ten (10) reclassifications have been completed at Attwell and one (1) reclassification has been completed at Ridgetop.

This Memorandum of Agreement will not be included in the final printed version of the Collective Agreement. The eleven (11) reclassifications are limited to a one time occurrence. Once the eleven (11) reclassifications have been completed, this Memorandum of Agreement will cease to exist and will not be subject to the grievance and arbitration process.

Signed in Ottawa this _____ day of _____ 2011.

For the Company

For the Union

Nathalie Beaudry
Director - Human Resources

Janice McClelland
National Representative CEP



Attachment A – Agreement in Principle

Wednesday March 23, 2011

Ms. Janice McClelland
National Representative
CEP

Subject: Optional Benefit Plan for Temporary Part Time Employees

Dear Ms. McClelland,

This is to confirm our understanding reached during negotiations, on the optional benefit plan for our Temporary Part Time employees. The parties agree that the deductible for the optional benefit plan for our Temporary Part Time employees will be reduced to \$10 per year.

Yours truly,

Nathalie Beaudry
Director - Human Resources



Wednesday March 23, 2011

Minutes of negotiations between Expertech Network Installation Inc. and Communications, Energy and Paperworkers Union of Canada, representing Clerical and Associated Employees.

During the 2010 negotiations, the above parties reached an agreement to amend Article 4 to read as follows:

ARTICLE 4

UNION REPRESENTATION

4.01 The number of Local Union representatives, including Local Officers, Chief Stewards and Stewards, shall not exceed ten (10), with no more than three (3) union representatives at any one work location.

(a) The Union agrees to notify the Company in writing of the name of each Representative and of the work location(s) in which she acts as a Representative.

(b) A Representative shall not act as such during working time until the Company has been notified in writing of her election.

4.02 Before changing the status of any Representative who is to continue in the Company's employ, so as to render her ineligible to represent her voting unit, such Representative shall be allowed reasonable time to transfer her duties as a Representative to her successor.

Signed in Ottawa this ____ day of _____ 2011.

For the Company

For the Union

Nathalie Beaudry
Director - Human Resources

Janice McClelland
National Representative CEP

A handwritten signature in black ink, appearing to be 'J.M.', is located at the bottom right of the page.

Attachment A – Agreement in Principle

Wednesday March 23, 2011

Minutes of negotiations between Expertech Network Installation Inc. and Communications, Energy and Paperworkers Union of Canada, representing Clerical and Associated Employees.

During the 2010 negotiations, the above parties reached an agreement to amend Article 5 to read as follows:

5.05 The employee, Local Officers, Chief Stewards and Stewards must arrange in advance with her immediate Manager, subject to service requirements, for all time off the job pursuant to the application of Article 5. The granting of this request will not be unreasonably withheld.

5.06 The request for time off the job pursuant to this Article shall be made in accordance with the process and form required by the Company.

Signed in Ottawa this _____ day of _____ 2011.

For the Company

For the Union

Nathalie Beaudry
Director - Human Resources

Janice McClelland
National Representative CEP

A handwritten signature in black ink, appearing to be 'JMM', is located at the bottom right of the page.

Wednesday March 23, 2011

Minutes of negotiations between Expertech Network Installation Inc. and Communications, Energy and Paperworkers Union of Canada, representing Clerical and Associated Employees.

During the 2010 negotiations, the above parties reached an agreement to amend Article 9.01(i) to read as follows:

9.01 (i) "Probationary Employee"

An employee shall be a probationary employee until she has completed 910 hours of work or until she has been continuously employed by the Company for nine (9) months, whichever comes first. For purposes of clarity, "hours of work" that will be counted towards completing the probationary period includes all active working hours, and shall exclude any time absent from work, including but not limited to vacation, sick time and leaves of absence.

Notwithstanding Article 13 of this Agreement, the Company retains the right to terminate the employment of a probationary employee who is found by the Company to be unsuitable. Such a termination shall be subject to the grievance and arbitration procedures set forth herein.

The Company agrees to give the employee and her Steward a copy of the notice of termination, which shall contain the reasons why, in the opinion of the Company, the employee is found to be unsuitable.

Signed in Ottawa this ____ day of _____ 2011.

For the Company

For the Union

Nathalie Beaudry
Director - Human Resources

Janice McClelland
National Representative CEP

A handwritten signature in dark ink, appearing to be 'JMM', is located at the bottom right of the page.

Wednesday March 23, 2011

Minutes of negotiations between ExperTech Network Installation Inc. and Communications, Energy and Paperworkers Union of Canada, representing Clerical and Associated Employees.

During the 2010 negotiations, the above parties reached an agreement to include the Memorandum of Agreement on Probationary employees to read as follows:

PROBATIONARY EMPLOYEES
MEMORANDUM OF AGREEMENT BETWEEN
EXPERTECH
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA
REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES

This is to confirm our understanding reached during bargaining, regarding probationary employees in the Clerical and Associated Employees collective agreement.

Any employee within her probationary period on the date of signing of this collective agreement will be subject to the conditions of the previous collective agreement, specifically, she will be considered to be a probationary employee until she has been continuously employed by the Company for a period of six months.

Signed in Ottawa this ____ day of _____ 2011.

For the Company

For the Union

Nathalie Beaudry
Director - Human Resources

Janice McClelland
National Representative CEP

A handwritten signature in blue ink, appearing to be 'J. McClelland', is located at the bottom right of the page.

Wednesday March 23, 2011

Minutes of negotiations between Expertech Network Installation Inc. and Communications, Energy and Paperworkers Union of Canada, representing Clerical and Associated Employees.

During the 2010 negotiations, the above parties reached an agreement to amend the Memorandum of Agreement on Workforce Diversity Project to read as follows:

WORKFORCE DIVERSITY PROJECT
MEMORANDUM OF AGREEMENT BETWEEN
EXPERTECH
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA
REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES

1. The Company agrees to provide 12 temporary positions, each 6 months in duration, in Craft and Services for the purpose of improving the diversity of the C&S workforce and broadening career opportunities for female employees in the Clerical and Associated bargaining unit.
2. The Company agrees that
 - a. there will be no Regular Full Time employees in Craft and Services on lay-off from the headquarters where these temporary positions are located; and
 - b. there will be no Temporary Part Time employee in Craft and Services on a recall list, as per Craft and Services article 9.04 (a), from the headquarters where these temporary positions are located; and
 - c. there will be no Craft and Services employees currently paid according to Wage Schedule 3 – Technician in the headquarters where these temporary positions are located.
3. The Company will seek female volunteers from the Clerical and Associated bargaining unit to fill these temporary positions.
4. Clerical applicants must be meeting the basic requirements of their existing jobs.
5. In order to qualify for this project, applicants must meet the basic criteria as described in Appendix A for the occupation(s) for which they are applying.
6. If there are more applicants who meet the basic criteria than temporary positions, then the applicants, who meet the basic criteria, will be selected by seniority.
7. In order to be deemed successful at the end of the six month project, the candidate must be able to demonstrate the skills as described in Appendix B for the occupation that she has been performing. Candidates who demonstrate those skills at the end of the six months will be deemed to be qualified should they apply for this occupation on a permanent basis within the following three years.
8. The Company agrees to provide the necessary classroom and/or on-the-job training and/or mentoring during the six months so that candidates with the ability to learn have an even chance to succeed.
9. The Manager and the Steward will meet with the candidate at the end of two months, four months and at the end of the project to ensure a clear understanding of progress and goals.
10. At the end of the project, a candidate will return to her position in the Clerical and Associated bargaining unit with no loss of seniority, unless she is deemed qualified and able to immediately fill the Craft & Services position permanently in accord with the Craft & Services Collective Agreement.



11. During the six month project, candidates will work under all the terms of the Craft & Services Collective Agreement and will temporarily move to the rate of pay in the Craft and Services Attachment C which is the closest higher hourly rate to their current rate of pay.

12. In the event that an equity move is made, as per the Craft and Services collective agreement, the wage treatment will be in accord with paragraph 11 above, and the conditions of paragraph 2 above will also apply.

APPENDIX A

Basic Qualifications for Associates Interested in Applying for C&S Jobs

COE:

- Normal colour vision
- Aptitude for using small tools, e.g. power drill
- Be able to work outside from time to time, e.g. DMS1U, Access Node (900 cabinet)
- Be able to work aloft, e.g. ladders and cable racks
- From time to time be able to work within underground confined spaces, e.g. ECMS.
- Able to work with others (Note: frequently work in pairs for extended periods of time)
- Able to interact with Expertech customers
- Be able to work varied shifts from time to time
- May be required to travel outside the headquarters
- Basic computer skills
- Able to read and follow written/verbal instructions.
- Valid Driver's license

Spliceer:

- Normal colour vision and normal range of hearing (able to listen for tone while using testing equipment)
- Have aptitude for using tools
- Be able to work outside in all seasons of the year
- Be physically fit, e.g. need to lift tools and boxes weighing up to 50 lbs, ladder weighing up to 75 lbs, pull items, shovel snow, etc.
- Able to work aloft and in confined spaces and in widely varying working conditions.
- Able to work with others (Note: frequently work in pairs for extended periods of time), sometimes in confined spaces
- Able to read and follow written/verbal instructions
- Valid driver's license
- Basic computer skills
- May be required to travel outside the headquarters

Line Technician:

- Adequate level of physical fitness, including upper body strength, e.g. may be required to dig holes with a shovel, move a lasher weighing 40 –50 lbs, etc.
- Able to always work outside in all seasons of the year in varying conditions.
- Valid driver's license plus able to qualify for and obtain a D driver's license with airbrake endorsement at a later date
- Able to work aloft and able to learn to work on spurs.
- Able to read and follow written/verbal instructions.
- Able to work with others, (note: frequently work in pairs or on crews on jobs)
- May work in confined spaces
- Aptitude for using tools
- Able to learn, understand and apply safety procedures
- Normal colour vision and normal range of hearing (able to listen for external speakers)
- May be required to travel outside the headquarters



APPENDIX B
Skills, and Abilities Demonstration Required at the end of Six Months:

COE:

- Reads and understands technical documents and work plans
- Able to secure equipment bays to the floor, mount equipment, install super-structure
- Able to run and secure cables in accord with approved practices
- Able to learn colour code and be able to connect wires, this includes, punch on, solder, wire wrap and BNC connectors
- Able to complete in a satisfactory and safe manner certain basic jobs independently, e.g. wire out DSLAM to frame, to the DSX panel and to the power bays
- Demonstrates comfort at working aloft on ladders and cable racks or underground
- Availability to work shifts and remain away from home overnight
- Demonstrates ability to set up the job safely, e.g. use of cones, signs, atmospheric tester, etc.
- Basic computer skills
- Demonstrates ability to produce accurate time reporting, billing sheets, quality reports etc.

Splicer:

- Reads and understands technical documents and work plans
- Learned basic splicing skill (joining telecommunications cable) and able to build and complete “C” work (dead cable) independently
- Demonstrates ability to set up the job safely, e.g. use of cones, signs, safety belt, atmospheric tester, etc.
- Shows initiative e.g. ordering correct material for job, loading material onto truck, setting up job and has an understanding on sequencing the job
- Demonstrates ability to produce accurate time reporting, billing sheets, quality reports etc.
- Carries share of load in the team, e.g. able to carry ladder independently
- Able to learn colour code and be able to connect wires, this includes, punch on, solder, wire wrap
- Demonstrates comfort at working aloft on ladders, spurs and cable racks or underground confined spaces
- Availability to work shifts and remain away from home overnight

Line Technician:

- Carries share of load in the team, e.g. able to carry ladder independently, move the lasher independently as required, etc.
- Performs work procedures safely
- Reads and understands technical documents and work plans
- Demonstrates ability to set up the job safely, e.g. use of cones, signs, safety belt, atmospheric tester, etc.
- Shows initiative e.g. ordering correct basic material for job, loading material onto truck, setting up job and has an understanding on sequencing the job
- Demonstrates ability to produce accurate time reporting, billing sheets, quality reports etc.
- Demonstrates comfort at working aloft on ladders, spurs and cable racks or underground confined spaces
- Availability to work shifts and remain away from home overnight



Attachment A – Agreement in Principle

Signed in Ottawa this ____ day of _____, 2011.

For the Company

For the Union

Nathalie Beaudry
Director - Human Resources

Janice McClelland
National Representative CEP

A handwritten signature in black ink, appearing to be 'J.M.', located at the bottom right of the page.

Attachment A – Agreement in Principle

Wednesday March 23, 2011

Minutes of negotiations between Expertech Network Installation Inc. and Communications, Energy and Paperworkers Union of Canada, representing Clerical and Associated Employees.

During the 2010 negotiations, the above parties reached an agreement to amend Article 3.03 to read as follows:

3.03 The Company will cease making such deductions when an employee is assigned to a position not covered by an Agreement with the Union, with the exception of employees who are assigned to an acting or temporary management position.


Signed in Ottawa this ____ day of _____ 2011.

For the Company

For the Union

Nathalie Beaudry
Director - Human Resources

Janice McClelland
National Representative CEP

A handwritten signature in black ink, appearing to be 'J. McClelland', is located at the bottom right of the page.

Wednesday March 23, 2011

Minutes of negotiations between Expertech Network Installation Inc. and Communications, Energy and Paperworkers Union of Canada, representing Clerical and Associated Employees.

During the 2010 negotiations, the above parties reached an agreement as follows:

BENEFIT PREMIUMS
MEMORANDUM OF AGREEMENT BETWEEN
EXPERTECH
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA
REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES

Notwithstanding the provisions of Article 25.03 of the Collective Agreement, if the Company and the Union agree to reduce the percentage of benefit premium cost paid by craft employees in the 2011 renewal of the Craft and Services Collective Agreement, that same percentage reduction will be implemented in this Clerical and Associated Employees Collective Agreement.

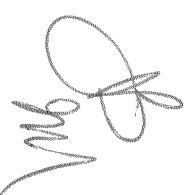
Signed in Ottawa this _____ day of _____ 2011.

For the Company

For the Union

Nathalie Beaudry
Director - Human Resources

Janice McClelland
National Representative CEP



Wednesday March 23, 2011

Minutes of negotiations between Expertech Network Installation Inc. and Communications, Energy and Paperworkers Union of Canada, representing Clerical and Associated Employees.

During the 2010 negotiations, the above parties reached an agreement as follows:

LANGUAGE REVIEW COMMITTEE
MEMORANDUM OF AGREEMENT BETWEEN
EXPERTECH
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA
REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES

This is to confirm our understanding reached during bargaining, regarding a comparison of the English and French language in the Clerical and Associated Employees collective agreement.

The Company wishes to review with the Union its concerns with regard to numerous translation errors, spelling errors, and inconsistent language in the French and English versions of the collective agreement. Up to two Company representatives and two Union representatives (one from Ontario and one from Quebec) will meet to review the list of errors provided by the Company. This committee will agree upon any required changes to the collective agreements, and no changes will be made unless mutually agreed upon by both parties.

This meeting must be completed prior to the printing of the new collective agreement.

The Company shall pay for reasonable expenses, including wages of employee representatives, necessary for their work on this Committee.

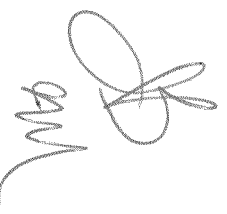
Signed in Ottawa this _____ day of _____ 2011.

For the Company

For the Union

Nathalie Beaudry
Director - Human Resources

Janice McClelland
National Representative CEP



Wednesday March 23, 2011

Minutes of negotiations between Expertech Network Installation Inc. and Communications, Energy and Paperworkers Union of Canada, representing Clerical and Associated Employees.

During the 2010 negotiations, the above parties reached an agreement to amend the Memorandum of Agreement on Joint Appeal Committee (Job Titles) to read as follows:.

JOINT APPEAL COMMITTEE (JOB TITLES)
MEMORANDUM OF AGREEMENT BETWEEN
EXPERTECH
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA
REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES

This is to confirm our understanding, reached during bargaining, regarding the continuance of the Joint Appeal Committee.

The parties agree to the continuance of a Joint Appeal Committee consisting of two (2) Company representatives, and a minimum of two (2) up to a maximum of four (4) Union representatives from the bargaining unit. In addition, a National Representative of the Union and the Director - Human Resources, or designate, may attend these meetings in an advisory role.

The Committee's sole function will be to review the three outstanding appeals discussed during bargaining as stated below:

- group appeal from Associates, Regional Support
- group appeal from Associates, Sales and Service Support
- individual appeal from Associate, Administrative Support

The Committee will conduct any additional investigation as necessary, on the job title and/or salary group to be assigned to each of the three jobs that have been appealed and remain outstanding. The Committee will jointly advise the involved parties of the final decisions. The Committee will endeavour to reach a conclusion within 90 days of the signature of this Collective Agreement, unless the parties mutually agree to extend this timeline to a later date. After rendering decisions in the three outstanding appeals, the Committee will dissolve and cease to exist.

The Company shall pay for reasonable expenses of employee representatives, necessary for their work on the Committee.

Signed in Ottawa this ____ day of _____ 2011.

For the Company

For the Union

Nathalie Beaudry
Director - Human Resources

Janice McClelland
National Representative CEP



Wednesday March 23, 2011

Minutes of negotiations between Expertech Network Installation Inc. and Communications, Energy and Paperworkers Union of Canada, representing Clerical and Associated Employees.

During the 2010 negotiations, the above parties reached an agreement to amend the Memorandum of Agreement on Job Posting, Administrative Procedure to read as follows:

JOB POSTING - ADMINISTRATIVE PROCEDURE
MEMORANDUM OF AGREEMENT BETWEEN
EXPERTECH
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA
REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES

The parties have agreed that the mechanized job posting system, the Company email system and the Company Intranet will be used for the Company's job posting process as follows:

- Designated union representatives will receive notifications of any posting(s) at least 24 hours in advance of the posting(s);
- Posting(s) will be sent via Company email to all employees on a Wednesday;
- Posting(s) will be placed on the Company Intranet on the same Wednesday they are sent to all employees via Company email;
- The existing mechanized job posting system (800#) will remain active and accessible to employees and job posting(s) will be placed on that system on the same day they are sent via email and posted on the Company Intranet.


Signed in Ottawa this ____ day of _____ 2011.

For the Company

For the Union

Nathalie Beaudry
Director - Human Resources

Janice McClelland
National Representative CEP



Wednesday March 23, 2011

Minutes of negotiations between Expertech Network Installation Inc. and Communications, Energy and Paperworkers Union of Canada, representing Clerical and Associated Employees.

During the 2010 negotiations, the above parties reached an agreement to amend the Memorandum of Agreement on Pension (Former Nortel Employees) to read as follows:

PENSION (FORMER NORTEL EMPLOYEES)
MEMORANDUM OF AGREEMENT BETWEEN
EXPERTECH
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA
REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES

WHEREAS the Company acquired part of the business of Nortel on May 26, 2000;

AND WHEREAS former Nortel employees became employees of the Company;

AND WHEREAS the parties previously entered into a Memorandum of Agreement regarding the transition of former Nortel employees who became employees of the Company to the Pension Plan that applies to the majority of other Expertech unionized employees (the "Pension Plan") and related issues;

AND WHEREAS only two (2) former Nortel employees remain employed within the Clerical and Associated bargaining unit at Expertech and the parties wish to update the Memorandum of Agreement to reflect Expertech's current and future obligations to those two (2) former Nortel employees;

THEREFORE the parties agree as follows:

1. The two (2) former Nortel employees are subject to the Pension Plan that currently applies to the majority of other Expertech unionized employees, subject to the following.
2. The two (2) former Nortel employees are grandfathered in relation to any "Retirement Allowance Plan" entitlement they may have had on May 26, 2000 under the terms and conditions of that Plan. This grandfathered entitlement is conditional on Nortel reimbursing the Company for this benefit and shall be capped at any entitlement the former Nortel employees had as of May 26, 2000.

Signed in Ottawa this ____ day of _____ 2011.

For the Company

For the Union

Nathalie Beaudry
Director - Human Resources

Janice McClelland
National Representative CEP



Wednesday March 23, 2011

Ms. Janice McClelland
National Representative
CEP

Subject: Changes to Company Policy

Dear Ms. McClelland,

Further to the proposal of the Union during negotiations, the Company recognizes the benefit of keeping effective communication channels open with our employees and the Union regarding changes in written Company policies. In this spirit, the Company will make its best efforts to advise the Union and our employees, in writing, of changes to written Company policies prior to such changes going into effect.

Yours truly,

Nathalie Beaudry
Director - Human Resources



Wednesday March 23, 2011

Ms. Janice McClelland
National Representative
CEP

Subject: Seasonal Leave with Income Averaging

Dear Ms. McClelland,

This is to confirm our understanding reached during bargaining for the renewal of the Clerical and Associated employees Collective Agreement.

A seasonal leave with income averaging will be offered to Regular Full-Time employees subject to mutual agreement between the Company and the employee. The following conditions shall apply.

OPTION A - 90/10 Seasonal Leave

- the period of time not worked will be 5 weeks and 1 day.

OPTION B - 80/20 Seasonal Leave

- the period of time not worked will be 10 weeks and 2 days.


GENERAL

The period of time not worked may be taken in one or two blocks of time within the one-year income averaging period, subject to the needs of the business. The one-year income averaging period must begin sometime during the duration of the Collective Agreement.

The normal Company practices associated with seasonal leaves will be applicable. Service credits will be granted for the entire leave. Pensionable employment granted for pension-calculation purposes for time not worked will be limited to the maximum allowed by law. Pensionable earnings will be based on 100% (and not 90% or 80%) of full-time basic salary during the period of leave.

Yours truly,

Nathalie Beaudry
Director - Human Resources



Attachment A – Agreement in Principle

Wednesday March 23, 2011

Minutes of negotiations between Expertech Network Installation Inc. and Communications, Energy and Paperworkers Union of Canada, representing Clerical and Associated Employees.

During the 2010 negotiations, the above parties reached an agreement to amend Attachment A – Lay-off Allowance Plan to read as follows:

Benefit Coverage

1. The Company agrees to treat the first 30 calendar days of a lay-off as a leave of absence and to maintain the eligibility of a laid-off employee during that period to:
 - a) credit for service
 - b) participation, without payment of premium in the:
 - (i) Health Plan (including Vision Care)
 - (ii) Dental Plan
 - c) Life and AD&D Plan, providing the employee prepays the applicable premiums prior to the commencement of a lay-off.

Signed in Ottawa this ____ day of _____ 2011.

For the Company

For the Union

Nathalie Beaudry
Director - Human Resources

Janice McClelland
National Representative CEP

