

MEMORANDUM OF AGREEMENT BETWEEN:

Expertech Network Installation inc.; hereinafter designated as the "Company"

and

UNIFOR 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 effective April 28, 2011, 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 November 25, 2014.
 - (b) If it is ratified as aforesaid, the parties shall sign a formal Collective Agreement not later than December 4, 2014.
 - (c) If the proposed Agreement is not ratified as aforesaid or if a formal Collective Agreement has not been signed by December 4, 2014, 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- (d) If a formal Collective Agreement is signed not later than **December 4, 2014**, the present Memorandum shall be superseded by such formal Collective Agreement which shall then be the only Agreement binding on the parties.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 7th day of November 2014.

**EXPERTECH NETWORK
INSTALLATION INC**



Stéphane Martel



Erin Chedd



Geneviève Blanchette



Kathy Ellis

UNIFOR



Alain Portelance



Maureen Dawson



Stephanie Brownlee



Natacha Duquette

ATTACHMENT A (Page 1 to 18) AGREEMENT IN PRINCIPLE

BETWEEN

UNIFOR

AND

EXPERTECH NETWORK INSTALLATION INC.

Completed in Ottawa on the 7th day of November 2014.

The terms, conditions, and additions in the proposed Agreement to amend the collective agreement effective April 28, 2011, are listed in Attachment A.

Agreement in Principle

**For the Negotiations between
Expertech Network Installation Inc.
and
UNIFOR
for the renewal of the collective agreement for
Clerical and Associated Employees**

November 7, 2014

Negotiations for the renewal of the Clerical and Associated Employees collective agreement began September 23 , 2014. The existing collective agreement for the Clerical and Associated Employees expires on November 30, 2014.

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 30, 2018.**

2. Wages

- a. Appendix "A" sets out the new weekly and hourly rates of pay for the Salary Groups.**

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- b. The following employee will have her wages protected for the duration of this collective agreement, with no increase or decrease to her hourly rate of pay:
 - i. Lavina Matsuyama
- c. The following employees, who are currently paid as per Salary Group B in accordance with 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. Susan Gilroy

3. Wage Administration

- a. Article 17.06 will be amended to reflect that an employee who is promoted to an occupation on a higher salary group will move to the step on the salary group of the new job that corresponds to the employee's salary group step. The language is attached herein as Appendix "B".
- b. The pre-existing grandfathering arrangement, outlined in the Memorandum of Agreement on Wage Increases included in the Agreement in Principle executed on March 23, 2011, will remain in effect for the impacted employees.

4. Lump Sum Payment

- a. All employees (full-time and part-time) on the payroll of the Company on the date of ratification of the renewal collective agreement will receive a lump sum payment of \$750.00, less statutory deductions, payable within 30 days of ratification.

5. Hours of Work for Temporary Part-Time and Regular 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 14 hours per week on the basis of two days per week at a minimum of 7 hours per day, unless mutually agreed otherwise.
- b. Article 9.01(f) will be further amended so that regular part-time employees are scheduled to work a minimum of three days per week at a minimum of 7 hours per day, unless mutually agreed otherwise.
- c. The language is attached herein as Appendix "C".

6. Discrimination

- a. The language in section 2.03 has been changed following agreement by the parties to further clarify that no employee should be subjected to, or required to tolerate being subjected to, any form of harassment while at work. The language is attached herein as Appendix "D".

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7. Regular Full-Time Job Postings

- a. Ten (10) regular full-time CSC Project Support Associate job postings will be posted at 240 Attwell Drive and two (2) regular full-time CSC Project Support Associate job postings will be posted at 2555 Boulevard de l'Assomption.
- b. The Company will continue the job posting process until 12 employees have been reclassified to regular full-time.

8. Reclassification of Regular Part-Time Employees to Regular Full-Time

- a. The following twelve (12) regular part-time employees will be reclassified to regular full-time status in their permanent occupation and reporting centre.

i.	Mary-Anne Malloy	Administrative Support	Peterborough
ii.	Susan Gilroy	Administrative Support	Ottawa
iii.	Lori Litchfield	Administrative Support	Kingston
iv.	Nancy Martin	Administrative Support	Chicoutimi
v.	Isabel Vallee	Administrative Support	St. Bruno
vi.	Cindee Graham	Senior A	Toronto (Attwell)
vii.	Irina Radoucheva	Administrative Support	Ottawa
viii.	Patricia Bond	Administrative Support	Oshawa
ix.	Veronique Labonte	Administrative Support	Montreal (Pointe Claire)
x.	Sylvie Ouellet	Administrative Support	St-Jérôme
xi.	Agathe Loiseau	Administrative Support	Sherbrooke
xii.	Isabelle Marcil	Administrative Support	Montreal (Assomption)

9. Sickness Absence and Benefits

- a. The language in section 25.03 will be amended to reflect the removal of the requirement for employees to contribute twenty-five percent (25%) of single and family benefit premium costs. This change was put in place on the first complete pay period following April 1, 2012. The language is attached herein as Appendix "E".
- b. The parties agree that any potential improvements made during the 2015 Craft and Services Employees collective bargaining with regard to Article 25 will be implemented for this Clerical and Associated Employees collective agreement. A new Memorandum of Agreement outlining this is attached herein as Appendix "F".

10. Safety and Health

- a. Article 12.05 will be amended to reflect that the existing amount of \$85 every two years for required safety footwear will be increased to \$95 per employee every two calendar years. The language is attached herein as Appendix "G".

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11. Bereavement Leave

- a. Article 31.07 will be added to reflect that there are circumstances where an employee may require the bereavement leave to be taken outside the specified timeframe and that the Company may grant such request for deferral. The language is attached herein as Appendix "H".

12. Workforce Diversity

- a. The existing Memorandum of Agreement on Workforce Diversity Project will be amended as follows:
 - i. To align to the changes made to the Class structure in the 2012 Craft and Services Employees collective agreement;
 - ii. To reflect that male associates may volunteer for openings where there are no female volunteers; and
 - iii. To correct a minor translation error in the French version of the collective agreement.
- b. The language is attached herein as Appendix "I".
- c. The existing Letter of Intent on Workforce Diversity will be amended to include details related to the meetings of the Joint Committee. The language is attached herein as Appendix "J".

13. Paid Education Leave

- a. The Company will contribute a one time lump sum amount of \$10,000 to the Union's Paid Education Leave fund.

B. Other Miscellaneous Changes

1. The final printed version of the collective agreement will contain both English and French in one bound copy.
2. The Union's address in Article 35 will be updated to 205 Placer Court, Toronto, Ontario M2H 3H9.
3. All references to Communications, Energy and Paperworkers Union of Canada will be changed to UNIFOR.
4. The title of Article 25 will be changed from "Sickness Absence" to "Sickness Absence and Benefits".

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C. Memoranda of Agreement

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

a. Joint Appeal Committee (Job Titles)

2. The following Memoranda of Agreement will be removed from the collective agreement:

a. Language Review Committee

b. Benefit Premiums

c. Probationary Employees

3. The following Memorandum of Agreement will not be renewed but will be placed in a historical reference section:

a. Pension (Former Nortel Employees)

4. All other Memoranda of Agreement in the collective agreement not otherwise identified in this agreement will be renewed with appropriate changes.

D. Letters of Intent

1. In addition to those Letters of Intent previously identified in Section A (Details) of this agreement, the following Letter of Intent will be amended, as per the attached Appendix "L":

a. Benefit Plans

2. The following Letter of Intent will be removed:

a. Optional Benefit Plan for Temporary Part-Time Employees

3. All other Letters of Intent not otherwise identified in this agreement will be renewed with appropriate changes.

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E. Appendices

- A. Appendix C – Salary Groups, as amended**
- B. Article 17 – Wage Administration, as amended**
- C. Article 9 – Definitions, as amended**
- D. Article 2 – Discrimination, as amended**
- E. Article 25 – Sickness Absence and Benefits, as amended**
- F. Memorandum of Agreement – Changes to Article 25 Sickness Absence and Benefits**
- G. Article 12 – Safety and Health, as amended**
- H. Article 31 – Bereavement Leave, as amended**
- I. Memorandum of Agreement - Workforce Diversity Project, as amended**
- J. Letter of Intent – Workforce Diversity, as amended**
- K. Memorandum of Agreement – Joint Appeal Committee (Job Titles), as amended**
- L. Letter of Intent – Benefit Plans, as amended**

APPENDIX "A" – APPENDIX C – SALARY GROUPS, AS AMENDED

Appendix C

Weekly and Hourly Basic Rates of Pay

Salary Group C

Step	Current		2.00% April 1st 2015		2.00% April 1st 2016		2.00% April 1st 2017		2.00% April 1st 2018	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
	1	576.72	16.02	588.25	16.34	600.02	16.67	612.02	17.00	624.26
2	613.08	17.03	625.34	17.37	637.85	17.72	650.61	18.07	663.62	18.43
3	655.56	18.21	668.67	18.57	682.04	18.95	695.69	19.32	709.60	19.71
4	705.24	19.59	719.34	19.98	733.73	20.38	748.41	20.79	763.37	21.20
5	754.20	20.95	769.28	21.37	784.67	21.80	800.36	22.23	816.37	22.68
6	821.52	22.82	837.95	23.28	854.71	23.74	871.80	24.22	889.24	24.70

NOTE: The interval between each step shall be 12 months

Appendix C

Weekly and Hourly Basic Rates of Pay

Salary Group B

Step	Current		2.00% April 1st 2015		2.00% April 1st 2016		2.00% April 1st 2017		2.00% April 1st 2018	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
	1	656.64	18.24	669.77	18.60	683.17	18.98	696.83	19.36	710.77
2	697.32	19.37	711.27	19.76	725.49	20.15	740.00	20.56	754.80	20.97
3	747.00	20.75	761.94	21.17	777.18	21.59	792.72	22.02	808.58	22.46
4	803.16	22.31	819.22	22.76	835.61	23.21	852.32	23.68	869.37	24.15
5	858.60	23.85	875.77	24.33	893.29	24.81	911.15	25.31	929.38	25.82
6	934.56	25.96	953.25	26.48	972.32	27.01	991.76	27.55	1,011.60	28.10

NOTE: The interval between each step shall be 12 months

Appendix C

Weekly and Hourly Basic Rates of Pay

Salary Group A

Step	Current		2.00% April 1st 2015		2.00% April 1st 2016		2.00% April 1st 2017		2.00% April 1st 2018	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
	1	752.04	20.89	767.08	21.31	782.42	21.73	798.07	22.17	814.03
2	794.16	22.06	810.04	22.50	826.24	22.95	842.77	23.41	859.62	23.88
3	845.64	23.49	862.55	23.96	879.80	24.44	897.40	24.93	915.35	25.43
4	901.80	25.05	919.84	25.55	938.23	26.06	957.00	26.58	976.14	27.11
5	964.44	26.79	983.73	27.33	1,003.40	27.87	1,023.47	28.43	1,043.94	29.00
6	1,038.24	28.84	1,059.00	29.42	1,080.18	30.01	1,101.79	30.61	1,123.82	31.22

NOTE: The interval between each step shall be 12 months

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APPENDIX "B" – ARTICLE 17 WAGE ADMINISTRATION, AS AMENDED

**ARTICLE 17
WAGE ADMINISTRATION**

17.06 Where an employee is promoted, the rate of pay on promotion shall be the step on the salary group of the new job which corresponds with the employee's salary group step. 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.

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APPENDIX "C" – ARTICLE 9 DEFINITIONS, AS AMENDED

ARTICLE 9 DEFINITIONS

9.01(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 three days per week at a minimum of 7 hours per day, unless mutually agreed otherwise.

A Temporary Part-Time employee will be scheduled to work a minimum of two days per week at a minimum of 7 hours per day, unless mutually agreed otherwise. ~~A probationary employee will be scheduled to work a minimum of 7.5 hours per week, unless mutually agreed otherwise.~~

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APPENDIX "D" – ARTICLE 2 DISCRIMINATION, AS AMENDED

**ARTICLE 2
DISCRIMINATION**

- 2.03** The Company and the Union are committed to working together to ensure a workplace, which is free from harassment. The parties further agree that no employee should be subjected to, or required to tolerate being subjected to, any form of harassment while at work.

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APPENDIX "E" – ARTICLE 25 SICKNESS ABSENCE AND BENEFITS, AS AMENDED

**ARTICLE 25
SICKNESS ABSENCE AND BENEFITS**

25.03 The Company shall maintain the level of benefits provided to the employees in this Agreement under the following Plans:

- the Pension Plan
- the Income Protection Program
- the Life and AD&D Plan
- the Health Plan (including Vision Care)
- the Dental Plan
- the Business Travel Insurance Plan

~~Employees shall contribute twenty five percent (25%) of the single or family premium cost, as applicable, of the Health Plan (including Vision Care) and Dental Plan benefits through payroll deduction.~~

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**APPENDIX "F" – MEMORANDUM OF AGREEMENT – CHANGES TO ARTICLE 25
SICKNESS ABSENCE AND BENEFITS**

CHANGES TO ARTICLE 25 SICKNESS ABSENCE AND BENEFITS

MEMORANDUM OF AGREEMENT BETWEEN

EXPERTECH

AND

UNIFOR

REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES

The parties agree that any potential improvements made to Article 25 Sickness Absence and Benefits during the 2015 negotiations for the renewal of the Craft and Services Employees Collective Agreement will be implemented for this Clerical and Associated Employees Collective Agreement.

For this reason, two (2) authorized bargaining representatives from the Clerical and Associated Employees bargaining unit, one (1) from Ontario and one (1) from Quebec, will be granted a maximum of one (1) day off work during their scheduled working hours, without deduction of wages, to attend the 2015 Craft and Services employees bargaining caucus when Article 25 is being reviewed.

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APPENDIX "G" – ARTICLE 12 SAFETY AND HEALTH, AS AMENDED

**ARTICLE 12
SAFETY AND HEALTH**

- 12.05** Where an employee is required by the Company to wear safety shoes, the Company agrees to pay the cost of safety shoes or overshoes. The requirement for an employee to wear safety shoes must first be approved by the Corporate Health and Safety Committee, on an individual basis. The Corporate Health and Safety Committee will authorize payment, up to a maximum of \$95.00 per employee every two calendar years.

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APPENDIX "H" – ARTICLE 31 BEREAVEMENT LEAVE, AS AMENDED

**ARTICLE 31
BEREAVEMENT LEAVE**

31.07 Bereavement leave may be required outside the period specified 31.01 to 31.04. In such circumstances, the Company may grant a request to defer the leave.

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**APPENDIX "I" – MEMORANDUM OF AGREEMENT – WORKFORCE DIVERSITY
PROJECT, AS AMENDED**

WORKFORCE DIVERSITY PROJECT

MEMORANDUM OF AGREEMENT BETWEEN

EXPERTECH

AND

UNIFOR

REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES

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 rehire 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. Where there are no female volunteers, male employees from the Clerical and Associated Employees bargaining unit may volunteer.

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APPENDIX "J" – LETTER OF INTENT – WORKFORCE DIVERSITY, AS AMENDED

LETTER OF INTENT

WORKFORCE DIVERSITY

This is to renew our understanding related to Employment Equity and Diversity reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

Vision

The Company and the Union are committed to fostering diversity and fairness in the workplace so that all employees are treated with dignity and respect, are free from harassment, and are provided the opportunity to achieve their full potential. Expertech's goal is to achieve a diverse workforce that reflects the community from which it is drawn and to give our Company a distinct competitive advantage.

Joint Committee

The parties agree to maintain a Joint Corporate Employment Equity and Diversity Committee, whose purpose shall include, but not be limited to, the following:

- a) Sponsoring and supporting activities that help achieve the vision.
- b) Helping all employees to understand their responsibilities to treat others in a non-discriminatory and fair way.
- c) Making recommendations to appropriate forums or departments in the Company.
- d) Identifying and recommending methods to increase diversity, thereby working towards establishing a workforce that mirrors the community from which it is drawn.
- e) Communicating the committee's activities to employees.

The information made available by the Company and identified as being confidential shall remain confidential and be used only to carry out the Committee's activities, and cannot be used for any other purpose.

The membership of the committee shall be determined by mutual agreement. The meetings of the committee will be held in conjunction with the schedule set out in the Letter of Intent on Workforce Diversity in the Craft and Services Employees Collective Agreement.

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**APPENDIX "K" – MEMORANDUM OF AGREEMENT – JOINT APPEAL
COMMITTEE (JOB TITLES), AS AMENDED**

JOINT APPEAL COMMITTEE (JOB TITLES)

MEMORANDUM OF AGREEMENT BETWEEN

EXPERTECH

AND

UNIFOR

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 outstanding appeal discussed during bargaining as stated below:

- group appeal from Associates, Sales and Service Support

The Committee will conduct any additional investigation as necessary, on the job title and/or salary group to be assigned to the job that has been appealed and remains outstanding. The Committee will jointly advise the involved parties of the final decision. 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 a decision in the outstanding appeal, the Committee will dissolve and cease to exist.

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APPENDIX "L" – LETTER OF INTENT – BENEFIT PLANS, AS AMENDED

LETTER OF INTENT

BENEFIT PLANS

This is to confirm that any further changes to core Health and Dental benefit plans will be done in consultation, and in agreement with the Union, who shall not unreasonably withhold its agreement.

~~The Company shall seek a review of the plan costing on a semi-annual basis and the information shall be shared with the Union.~~

The Company commits that the adjustments shall not reduce the aggregate level of benefits available to the employees covered by the Collective Agreement.

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