

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.

Table of Contents

1.	Article 34	Duration	See Exhibit I attached	Revised Nov 27/09 10PM Resolved 12- 11-09
2.	Article 11, Section 11.07	Force Adjustment	See Exhibit II attached	Withdrawn
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 Resolved 12- 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	Memorandum of Agreement	Visual Display Terminal	See Exhibit V attached	Withdrawn Oct 30/09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	Resolved 12- 11-09
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 Resolved 12-11-09
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 Resolved 12-11-09
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 Feb1/10
30.	Memorandum of Agreement	Re-Classification of P/T Employees	See Exhibit XXX attached	Revised Feb1/10
31.	Memorandum of Agreement	Income Stability	See Exhibit XXXI attached	Resolved Dec 11/09
32.	Article 25	Benefits	See Exhibit XXXII attached	Resolved Dec 11/09
33.	Memorandum of Agreement	Post Retirement benefits	See Exhibit XXXIII attached	Revised Feb1/10
34.	Memorandum of Agreement	Lump Sum Payments	See Exhibit XXXIV attached	Revised Feb1/10
35.	Memorandum of Agreement	Wage Administration	See Exhibit XXXV attached	
36.	Memorandum of Agreement	Hours of Work	See Exhibit XXXVI attached	
37.	Memorandum of Agreement	Productivity- Quantity of Work	See Exhibit XXXVII attached	

The undersigned hereby agree to recommend the terms & conditions contained in this Memorandum of Agreement to their constituents & principals.
Correct any grammatical errors or omissions.

Signed this 15th Day of February, 2010.

For the Company

you [unclear]
[Signature]
[Signature]
[Signature]

For the Union

Janice McAllland
[Signature]
[Signature]
[Signature]

Revised Feb. 1/10

EXHIBIT XXIX

Classification	Current	**Effective DOR	*Effective 1-1-11	*Effective 1-1-12	*Effective 1-1-13	*Effective 1-1-14
	\$24.46	\$24.93	\$25.32	\$25.72	\$26.12	\$26.53
BET	\$24.01	\$24.48	\$24.87	\$25.27	\$25.67	\$26.08
	\$23.61	\$24.08	\$24.47	\$24.87	\$25.27	\$25.68
Logistics	\$17.06	\$17.40	\$17.78	\$18.19	\$18.59	\$19.00
Processor	\$16.76	\$17.00	\$17.39	\$17.79	\$18.19	\$18.60
	\$16.60	\$16.80	\$16.89	\$17.39	\$17.79	\$18.20
	\$16.25	\$16.16	\$16.54	\$16.94	\$17.34	\$17.75
	\$15.75	\$15.70	\$16.09	\$16.49	\$16.89	\$17.30
	\$15.25	\$15.25	\$15.64	\$15.04	\$16.44	\$16.85
	\$14.75	\$14.80	\$15.19	\$15.59	\$15.99	\$16.40
	\$14.25	\$14.35	\$14.74	\$15.14	\$15.54	\$15.95
	\$13.75	\$13.85	\$14.24	\$14.64	\$15.04	\$15.45
	\$13.25	\$13.40	\$13.79	\$14.19	\$14.59	\$15.00
	\$12.75	\$12.95	\$13.34	\$13.74	\$14.14	\$14.55
	\$12.25					
	\$11.75					
Material	\$13.75	\$13.95	\$14.16	\$14.38	\$14.61	\$14.85
Handler	\$13.25	\$13.45	\$13.66	\$13.88	\$14.11	\$14.35
	\$12.75	\$12.95	\$13.16	\$13.38	\$13.61	\$13.85
	\$12.25	\$12.45	\$12.66	\$12.88	\$13.11	\$13.35
	\$11.75	\$11.95	\$12.16	\$12.38	\$12.61	\$12.85

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

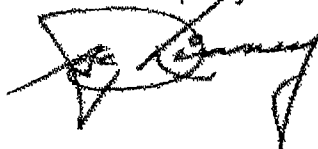
** The above wage scale to become effective February 14, 2010 with retroactivity based upon straight time hours paid between January 3rd, 2010 and February 13th, 2010.

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 1st day of February, 2010.

For the Company



For the Union



EXHIBIT XXX

MEMORANDUM OF AGREEMENT

RECLASSIFICATION OF PART TIME EMPLOYEES

Effective within four (4) weeks of the date of ratification of this agreement, forty two (42) active regular part time employees will be offered reclassification by seniority as regular full time employees in their existing classification.

Should any of the forty two (42) most senior regular part time employees decline reclassification, the offer will be extended to the next most senior regular part time employee(s).

Section 24.08 will not apply to employees who accept the reclassification through this process. Corrective action will not be a determinate in identifying employees for reclassification.

Signed this 1st Day of February, 2010.

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:

- Are fifty four (54+) years of age and have nine plus (9+) years of service as of January 1, 2014, or,
- Have twenty five (25) years of service as of January 1, 2014

and having met either of these criteria, remain with the Company 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 *1st* Day of *February*, 2010.

For the Company

A handwritten signature in black ink, appearing to be "R. Denny", enclosed within a large, hand-drawn triangular shape.

For the Union

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

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~~ ^{February} 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:

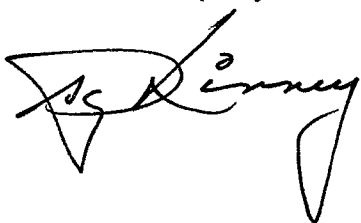
Regular Full Time	\$400.00
Regular Part Time	\$300.00

All regular full time and regular part-time employees who average twenty four (24) or more hours worked per week in the thirteen (13) pay periods preceding January 1st of each of the years detailed in this section and are actively employed as of January 1, 2012, 2013 and 2014 will be eligible to receive the following lump-sum payments in the amount described below:

Regular Full Time	\$150.00
Regular Part Time	\$150.00

Signed this 15th Day of February, 2010.

For the Company



For the Union



EXHIBIT XXXV

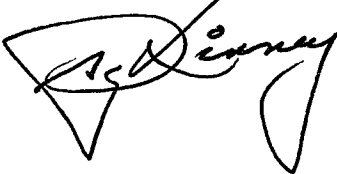
MEMORANDUM OF AGREEMENT

WAGE ADMINISTRATION

The parties hereto agree that when an employee moves from a higher wage classification to a lower wage classification and is subsequently promoted through the application of Article 24, Job Posting Procedures, or is temporarily upgraded to a position in the higher classification in which they had previously worked the employee will be placed on the wage schedule of the higher wage classification at the same wage rate they had previously earned while employed in the higher classification. Should the previously earned wage rate no longer exist on the wage schedule the employee will be placed on the wage schedule at the closest higher rate to the wage rate the employee previously earned.

Signed this 1st day of February, 2010.

For the Company

A handwritten signature in black ink, appearing to read "A. Diener", written over a large, stylized, abstract signature shape.

For the Union

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

EXHIBIT XXXVI

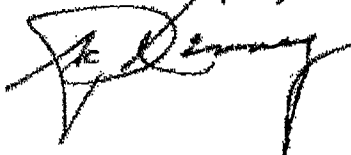
MEMORANDUM OF AGREEMENT

HOURS of WORK

The parties hereto agree that should the Company determine that it is unnecessary for all part time employees in a classification in a work area on a tour of duty to continue at work on the tour of duty for the entire tour of duty the reduction in hours will, provided the remaining employees can perform the work required to be done, be based on seniority with the most junior employee(s) in the classification in a work area having their time on the tour of duty reduced before a more senior employee.

Signed this 1st day of February, 2010.

For the Company



For the Union



EXHIBIT XXXVII
MEMORANDUM OF AGREEMENT
PRODUCTIVITY- QUANTITY of WORK

The parties hereto agree that the Union will appoint two (2) representatives from each of the following work areas outlined below to work jointly with the Manager and Team Leader or designate to develop a workshop for team members that will:

Provide an overview of the process for establishing quantity of work objectives.

Describe the basis for time sheet productivity codes and the importance of accuracy.

Respond to issues and concerns, highlighting the importance of and process for presenting recommendations for improvement.

Work areas for purposes of this Memorandum are: Cable, Internet Services, Pack & Hold, Selection, Inbound, Returns.

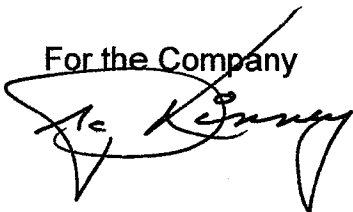
In addition the parties hereto agree that for the term of this collective agreement, which expires December 31st, 2014, an employee who:

Has received corrective action for quantity of work performance and

Subsequently works for six (6) consecutive months without further corrective action for quantity of work performance will, should a circumstance arise beyond the six (6) month period that, in the opinion of management, leads to corrective action based upon the employee's quantity of work, have the corrective action process commence at Step 1, Confirmation of Problem Solving Interview.

Signed this 1st day of February, 2010.

For the Company



For the Union

