

MEMORANDUM OF AGREEMENT

Between: **Vertex Customer Management (Canada) Limited**

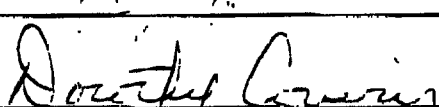

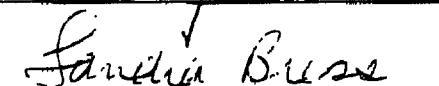



- and -

Power Workers' Union - CUPE Local 1000

August 27, 2004

The parties agree **the** following constitutes a full settlement of all matters in dispute.

The parties also agree that the Vertex Customer Management (Canada) Limited Collective Agreement shall include the terms of the previous **Collective Agreement (between the Power Workers' Union and Inergi LP)** which expires September 30, 2004, provided, however, that all matters set out in the following statement of settlement are incorporated upon ratification by both parties.

	
	
	
_____	_____
_____	_____

For the Union

For the Company

It is jointly agreed that the Collective Agreement covering the period of April 1, 2002 to September 30, 2004, will be amended as follows. All changes will be effective October 1, 2004, unless otherwise stated in this agreement. The parties herein agree that the term of the Collective Agreement shall be from October 1, 2004 to September 30, 2007.

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ARTICLES

ARTICLE 1 – RECOGNITION COLLECTIVE BARGAINING UNIT

1.7 Additional Work Opportunities for ~~Inergi~~ Vertex

For purposes of this Agreement, ~~Cap Gemini Ernst & Young (“CGEY”)~~ Vertex Outsourcing LLC includes its parents, its direct and indirect subsidiaries, affiliates, joint ventures, partnerships, related companies, successors and assigns. By its execution of this Collective Agreement the Employer binds ~~Cap Gemini Ernst & Young~~ Vertex Outsourcing LLC to Article 1 and to any Mid-Term Agreements, which refer to ~~CGEY~~ Vertex Outsourcing LLC and warrants it has the authority to do so.

The parties agree to approach new work opportunities for ~~CGEY~~ Vertex Outsourcing LLC by observing the following principles and process:

Principles

- (i) ~~CGEY~~ Vertex Outsourcing LLC and the PWU (“the parties”) agree that their relationship is based on mutual trust and respect.
- (ii) The parties agree that it is in the interest of both ~~CGEY~~ Vertex Outsourcing LLC and the PWU that ~~CGEY~~ Vertex Outsourcing LLC grow its business and that the ~~Inergi~~ Vertex bargaining unit share in such growth where practicable.
- (iii) The parties agree, where it is practicable, that PWU represented employees, ~~CGEY~~ Vertex Outsourcing LLC employees and ~~CGEY~~ Vertex Outsourcing LLC clients will have the ability to work together on teams.

Related Work Opportunities

~~CGEY~~ Vertex Outsourcing LLC agrees to give full consideration to the above principles in determining whether Related Work Opportunities will be subcontracted to ~~Inergi~~ Vertex for performance. In this Article, Related Work Opportunities shall mean ~~CGEY~~ Vertex Outsourcing LLC work that is related to or similar to work that is being done or has been done by the PWU bargaining unit at ~~Inergi~~ Vertex.

Process

The parties will meet quarterly to discuss Related Work Opportunities. Such discussions will involve a full and frank discussion (subject to reasonable confidentiality requirements) of ongoing or upcoming Related Work Opportunities, the nature of the Related Work Opportunities, the viability of such work being done by the PWU bargaining unit, and related topics.

- (a) Either party may, as appropriate, require discussion to be held between the ~~CGEY~~ Vertex Outsourcing LLC President or his/her delegate and the PWU President to address issues of concern respecting Related Work Opportunities and the discussion process,

- (b) If the Presidents are unable to reach agreement, a mutually agreed upon Mediator shall work with the parties to mediate a resolution.
- (c) The discussion process will not prevent ~~CGEY~~ Vertex Outsourcing LLC from completing proposals, closing deals, or performing work with respect to Related Work Opportunities.

ARTICLE 10.0 – SELECTION TO VACANCIES

10.1.1 No person shall be appointed to a vacancy in the PWU jurisdiction until all qualified PWU represented applicants have been selected. ~~This restriction is limited to situations involving inter-Union jurisdiction and does not apply to non-Union personnel.~~ Non-represented employees may be appointed to positions within the PWU's jurisdiction but will only be able to use that portion of their service which was acquired while a member of the PWU.

ARTICLE 16 – DURATION OF THE AGREEMENT

This Agreement shall come into effect as of the 1st day of ~~April 2004~~, October 2004, and shall remain in effect until the 30th day of ~~September 2004, 2007~~ and thereafter from year to year unless terminated by written notice given by one of the parties to the other within a period of ~~not more~~ than two (2) months, but not less than one (1) month prior to the anniversary date.

In the event that either party desires to amend the Agreement but not to terminate the same, either party may, by notice in writing not more than ninety (90) days and not less than thirty (30) days before the anniversary date, serve notice of the proposed amendments and both parties shall thereupon commence to negotiate in good faith with a view to arriving at an agreement on the proposed amendments and all provisions of the Agreement, other than those proposed to be amended, shall continue in full force and effect.

WAGES

Effective October 1, 2004 – 3% general wage increase

Effective October 1, 2005 – 3% general wage increase

Effective October 1, 2006 – 3% general wage increase

PART A - GENERAL ITEMS

1.0 EMPLOYEE CATEGORIES

1.2.2 Regular Part-Time

The establishment of a regular part-time position is a joint decision of local management and the Chief Steward made in a spirit of trust and co-operation. The parties will ensure that regular part-time positions are appropriately used to maintain corporate effectiveness. ~~not to split a regular full-time position in handling peak call volumes.~~ The Company will not utilize part-time employees to replace regular full-time employees. The company will maintain a ratio between regular part-time and total PWU represented regular staff of no more than twenty-five per cent (25%). (Total number of regular part-time PWU staff divided by total number of PWU represented regular staff). The Company will supply the regular part-time shift schedule to the union at the bi-monthly Joint Union/Management meeting.

Regular part-time employees are regularly employed on an average of twenty-four (24) hours or less per week calculated on a monthly basis. During the initial training/coaching period (not to exceed eight (8) weeks), regular part-time employees may work full time hours (35 hours per week). This work at full-time hours will not require advertisement to all employees. They are employed for a minimum of sixteen (16) hours per month, Regular part-time employees are treated as regular employees except where noted otherwise.

~~1.3 Regular Seasonal~~

~~Regular seasonal employees are those judged medically fit by the Company appointed Physician for the position involved, who have attained one (1) year's accumulative service, and who are steadily employed through the year, except for short term layoffs.~~

1.4.1 Temporary Full-Time

Temporary full-time employees work the regular hours of the classification into which they are hired and may be engaged for up to ~~twelve (12)~~ twenty-four (24) months of accumulated service.

1.4.2 Temporary Part-Time

Temporary part-time employees are employed for a period of up to twelve (12) accumulated months on an average of twenty-four (24) hours or less per week (calculated on a monthly basis). During the initial training/coaching period (not to exceed eight (8) weeks) temporary part-time employees may work full time hours (35 hours per week). This work at full-time hours will not require advertisement to all employees. Temporary part-time employees are treated as temporary employees except where noted otherwise, Benefits are pro-rated the same as regular part-time employees.

1.4.3 Benefits

New **A temporary employee who achieves twelve (12) months or greater accumulated service will be entitled to a fifteen percent (15%) per month payment in lieu of pension and health benefits.**

New **A temporary employee who achieves twelve (12) months or greater accumulated service will be entitled to one (1) day bereavement leave and be released from duty without reducing base earnings in the event of the death of an immediate family member.**

Once an employee achieves regular status, they will be given the option of buying back the time that is deemed to be probationary for pension purposes.

1.4.3.1 Vacations

Entitled to a cash vacation allowance of four percent (4%) of accumulated wages. After 12 months of accumulated service an employee is eligible to one working day vacation for each full month of service to a maximum of ten (10) days in lieu of 4% payment.

1.4.3.4 Sick Leave Entitlement

Temporary employees shall earn sick leave credit of one-half day at one hundred percent (100%) pay for each month of accumulated service ~~to a maximum of six (6) days².~~

1.4.4 Notice of Termination

When the employment of a temporary employee is terminated for other than cause, he/she is entitled to one week's notice in writing. ~~if his/her period of employment is three months or more.~~ These employees may be terminated as the specific work they were hired to perform expires, and such termination may be conducted without regard to accumulated service.

2.0 REGULAR STATUS

Appointments to regular status are contingent on satisfactorily meeting the Company's medical requirements.

1. Probationary employees must serve a minimum of three (3) months on probation. If service is satisfactory: they may be accorded regular status at that time. A period of not more than three (3) more months can be used as a further period of probation if it is needed. At the end of this further period, employees must either be made regular, transferred to another position or dismissed. Regular part-time probationary employees must serve up to six (6) calendar months on probation.

² Day, in this instance, is the number of hours normally worked by a regular employee in a classification and/or the work group of which the temporary part-time employee is a member (seven or eight hours). Sick leave is used on the basis of payment for the number of hours the employee was off work.

- ~~2. Temporary employees engaged in work of a continuing nature, shall be afforded regular status upon attaining twelve (12) months accumulated service. In such circumstances the employee's position will be considered to be a vacancy. If the former temporary employee is not selected to this vacancy he/she will be declared surplus in accordance with Article 11.~~
- ~~3. Temporary employees engaged in work which is not of a continuing nature, shall be afforded regular seasonal status upon attaining twelve (12) months' accumulated service.~~

2. Where it can be foreseen that full-time work at a location within the PWU's jurisdiction will be ongoing for more than a twenty-four (24) month period or full-time work at a location has been ongoing for a twenty-four (24) month period, the full-time position will be posted and filled as a regular position in accordance with Article 10. Gaps of two months or less in continuity of the full-time work will not limit the employer's obligation to post and fill said position.

The Employer shall meet quarterly with the Union to provide detailed information on all upcoming work as far in advance of the work as possible and updates on current projects.

Once a temporary employee has attained twenty-four (24) months of accumulated service he/she shall be granted regular full time employee status. In such circumstances the employee's position will be considered a vacancy and posted. If the former temporary employee is not selected to this vacancy he/she will be declared surplus in accordance with Article 11.

No later than eight months before the commencement of work by a temporary employee or a block of temporary employment in the same location at a location the employer shall notify the Union of its intention to (1) post and fill full time regular position(s) in the appropriate classification or (b) lay off the temporary employee within the next six (6) months.

10.0 LEAVE OF ABSENCE

10.1.2 Funerals-Bereavement

A regular employee may be released from duty for a period up to five (5) ~~three (3)~~ days without reducing base earnings in the event of the death of a member of the immediate family including parent, step-parent, ~~parent-in-law~~, brother, stepbrother, ~~brother-in-law~~, sister, ~~step-sister~~, ~~sister-in-law~~, husband, wife, son, step-son, ~~son-in-law~~, daughter, step-daughter, ~~daughter-in-law~~, grand parents, ~~grandparents-in-law~~ and grandchildren. In the event a regular employee is on approved vacation, the employee's vacation day may be transferred to funeral leave.

A regular employee may be released from duty for a period of up to three (3) days without reducing base earnings in the event of the death of parent-in-law, brother-in-

law, sister-in-law, son-in-law, daughter-in-law, grandparents, **grandparents-in-law** and **grandchildren**.

In the event a regular employee is on approved vacation, the employee's vacation **day** may be transferred to bereavement leave.

In the event of the death of a fellow employee, a regular employee may be allowed time off with pay to attend the funeral. Usually the time required is less than **one-half day**. Regular part-time employees shall be granted the time off with pay if scheduled to work.

NOTE

Section 10.1.2 is a guide applicable under ordinary circumstances, on the distinct understanding that it does not set rigid limits either maximum or minimum.

New – Family Medical Leave

An employee is entitled to a leave of absence without pay of up to eight weeks to provide care or support to a family member if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of 26 weeks or such shorter period as may be prescribed.

Definition of Family member is employee's spouse, parent, step-parent or foster parent. A child, step-child or foster child of the employee or the employee's spouse.

Earliest date leave can begin

The employee may begin a leave no earlier than the first day of the week in which the period referred to above begins.

Latest date employee can remain on leave

The employee may not remain on a leave after the earlier of the following dates:

1. The last day of the week in which the family member dies.
2. The last day of the week in which the period referred to above ends.

Full-week periods

An employee may take a leave under this section only in periods of entire weeks. Advising employer

An employee who wishes to take leave under this provision shall advise his or her employer in writing that he or she will be doing so. If the employee must begin the leave before advising the employer, the employee shall advise the employer of the leave in writing as soon as possible after beginning it. If requested by the employer, the employee shall provide the employer with a copy of the certificate that was issued by the health care practitioner

Further leave

If an employee takes a leave under this item and the family member referred to above does not die within the period referred to, the employee may, take another leave and, for that purpose, would provide the employer with another certificate issued by a qualified health practitioner

An employee's entitlement to leave under this item is in addition to any entitlement to leave under Part A, Item 10.3,

13.0 – HEALTH INSURANCE PLANS New/Amend - Effective January 1, 2005

- Registered Massage Therapists, Naturopath, Clinical Ecologists, Homeopaths and Acupuncturists coverage increased to \$600.00 per person per calendar year at 50% co-insurance
- Expand eligibility requirements for wigs (increased to cover burn patients and alopecia)
- Chiropractic coverage increased to \$800.00 per person per calendar year
- 100% of the cost of hearing test

26.0 JOINT COMMITTEES26.1 Joint Pension Committee

1. Scope: To monitor the administration and the financial status of the Pension Plan covering all plan members and to recommend changes as set out below:
2. Personnel: The "Joint Pension Committee" shall meet at least twice a year or as requested by either party and shall consist of the following members:
 - three (3) PWU members
 - three (3) Company management membersEach party will have the right to have a reasonable number of resource personnel attend the meeting.
The Chair will rotate between Vertex and PWU, one meeting each.
Every effort will be made to reach unanimous decisions. In the event that a

majority of members representing both PWU and the Company,
3. Function: In an advisory capacity with access to the necessary information: (This is limited in that it does not apply in respect of information as to the service, salary, pension benefits or other personal information related to any specific person without that person's prior consent.)

Pensions

- (a) Monitor Vertex's administration of the Pension Plan as established under associated regulations and rules, and **applicable** legislation.
- (b) Make recommendations respecting the administration of the Pension Plan.
- (c) Promote awareness and understanding of the Pension Plan on the part of Plan members.
- (d) Review the Company's approved annual financial statements and investment performance.
- (e) Review the **Company's** approved Actuarial Valuations of the Pension Plan and discuss the need for assumption changes.
- (f) Identify potential benefit changes and discuss cost and other implications. Committee recommendations for benefit level changes will be subject to ratification of the **respective** parent bodies.

Life Insurance

- 1a) Review the financial position, premiums and **taxable** benefits of the life insurance provisions of the Plan.
- (b) **Identify** potential benefit changes and discuss cost and other implications. Committee recommendations for benefit level changes will be subject to ratification of the **respective** parent bodies.

26.2 Joint Health and Safety Consultation

The parties will consult **regularly** on corporate level employee health and safety matters. ~~The following two joint committees will be established to facilitate this consultation.~~

26.2.2 Joint Health and Safety Working Committee

1. Goal

- a) Provide recommendations to assist the **Health and Safety** Division in the development, implementation and evaluation of corporate employee health and safety policy and programs.

2. Personnel

- (a) A Manager and other management staff as deemed necessary from time to time.
- (b) Union Provincial Health and Safety Committee and Union staff advisor to a maximum of eight (8).

3. Function

- (a) Participate in the identification of problems and issues of Company significance in employee health and safety policy and practice.
- (b) Participate in the development, promotion and implementation of Company health and safety programs.
- (c) Study, develop and make recommendations for changes to the corporate safety rules and work protection code. This function can be delegated to an ad hoc group with mutual agreement.
- (d) The committee will normally attempt to resolve issues of mutual interest before seeking intervention by senior management or the Joint Committee on Health and Safety
- 1e) The committee will meet twice a year or as mutually agreed

ADD NEW: 26.3 - Joint Union Management Committee

Establish a joint union management committee consisting of three (3) PWU members and three (3) company management members.

Each party will have the right to have a reasonable number of resource personnel attend the meeting.

The committee will meet on a bi-monthly basis or otherwise as mutually agreed to discuss concerns and to resolve problems on a general basis as well as those identified in the follows areas:

26.2.1 (i) Health and Safety Policy

1. Goal

To participate in the formation of health and safety strategy and policy by providing information and opinion from the Union to the Company's executive on employee health and safety.

2. Personnel

- ~~(a) Company Health and Safety Advisory Committee.~~
- ~~(b) Union Executive Committee and chairperson of Union Provincial Health and Safety Committee and Union staff advisor.~~
- ~~(c) The Chair will rotate between the Chair of the Company Health and Safety Advisory Committee and the Union Provincial Health and Safety Committee.~~

1. Function

- (a) Identify problems and issues of Company significance which have not been resolved in the Joint Health and Safety Working Committee.
- (b) Review proposed initiatives and advise the corporate executive.
- (c) Evaluate existing policy and advise the corporate executive on recommended changes. This function applies particularly to safety rules and work protection code.

(d) Develop Joint Policies on Health and Safety
i) Authority to Stop Work.

26.4 (ii) Diversity

1 Objectives: (a) To provide a joint forum for work on Corporate Employment Equity, Human Rights and Diversity policies, and/or associated Corporate issues. (b) To participate in making and bringing forward recommendations and providing advice to the Vice-President, Operations on Corporate policies and plans impacting on equity in the workplace and Corporate issues arising from the Employment Systems Review. (c) To participate in making and bringing forward recommendations to the PWU Executive on equity issues in the workplace which fall within their jurisdiction.

~~Personnel: The committee will be structured to provide two (2) Company representatives and two (2) Union representatives. Each party is entitled to one alternate.~~

3 2. Function:

3.1 Meet and exchange information regularly to ensure that the committee is informed of progress on initiatives undertaken by the Corporation and the Union. Each party will identify and bring forward emerging Corporate issues for discussion.

3.2 The committee will work together to formulate recommendations by:
(a) Working to meet the work program deliverables as identified below within required timelines.
(b) Discussing options and their impacts in meeting the work program deliverables (including obtaining input through consultative forums - see below).
(c) Attempting to agree on recommendations acceptable to all parties and for delivery to the Vice-president, Operations and/or the PWU Executive where appropriate.

3.3 Where agreement cannot be achieved, each party will communicate Corporate decisions are made.

3. Work Program - to be established annually.

4. Responsibilities:

5.1 Consultative Forum - To provide input to the committee on work program deliverables as follows:

- (a) Management members will ensure input is received from line management and non-represented staff members.
- (b) The Union members will ensure input is received from their constituencies.
- (c) The committee will also seek input from advocacy groups and designated group members on issues as required.

- 5.2 Support Resources - Committee to determine needs (administrative, research, preparation, etc.) and arrange as required. Treatment will be as Der the Collective Agreement.**
- 5.3 Management is responsible for time and expenses, except for union staff time, associated with the work program of this team.**
- 5.4 At the end of each year, the parties will review the Terms of Reference and make recommendations for the coming year.**

(iii) Joint Staffing/Workforce Utilization

In order to achieve the expectations of our customers, employees and stakeholders alike, the parties agree:

- To actively manage on an ongoing basis the marching and balancing of PWU-represented employee's skills and capabilities with the business requirements.
- There is a need-to be a skills-based organization by providing skill development and training opportunities for PWU-represented employees.
- Management will provide the committee with a staffing forecast annually (financial year) as well as any updates.

Make recommendations to the parties taking into consideration:

- Forecasted workload requirements
- Survey of skills/experience/career interests
- Career planning/training development
- Extramural activity

It is recognized that this proactive approach will provide PWU-represented employees with career opportunities and will allow the parties to strive to have a stabilized workforce.

26.3 ~~Trades Classification Committee - SUSPENDED (captured in p nogs)~~

~~A joint committee shall be established on the following basis:~~

- ~~1. Personnel: Maximum of three (3) appointees from each party.~~
- ~~2. Function: To study and formulate descriptions and duties of all hourly rated and weekly rated trade classifications on wage schedules 25 and 22, presently not included in Mid Term Agreement MT 4, but not to produce a job evaluation or ranking system.~~
- ~~3. The committee will commence its work within one (1) month after the settling of the 1972 Collective Agreement and shall meet regularly until the task is completed.~~
- ~~4. Limits of Authority: The committee shall work within the recommendations, preamble and occupational format agreed to previously.~~

- ~~The results of this committee's activity shall be subject to acceptance and ratification by the Union and the Company at the negotiating level.~~
- ~~5. A copy of all occupational definitions will be made available to each employee through his/her contact supervisor.~~
- ~~6. The Joint Trades Classification Committee shall ensure that duties for trades jobs are defined. Their focus will be on the development of documents describing job duties, and will not consider or establish compensation for these jobs. There is a need for direct line management involvement to determine current and future duties. The Committee should also work towards developing a system which will allow definitions/documents to be produced quickly and easily to facilitate responsiveness to changing needs.~~

26.5 EHB/WSIB/LTD Committee/Disability Committee

The Committee would be comprised of:

Power Workers' Union

Human Resources

Line Managers and/or rehabilitation consultants to assist with Return to Work Plans under Disability section only. Issues regarding EHB, WSIB and LTD are restricted to representation by PWU and Human Resources only.

26.7 (A) Establish a Joint Management Disability Program.

- ~~A. (B) To review existing; and future LTD applications to ensure they are receiving the required medical attention and the possibility of returning them to the workforce.~~
- ~~B. (C) To jointly develop return to work plans that will assist employees who have been absent from work due to illness, or disability utilizing the Rehabilitation and Re-employment Policy.~~

Terms of Reference:

- 1.0 Develop a questionnaire for employees not in receipt of CPP disability.
- 2.0 Review returned questionnaires to determine if any employees can be placed on immediate vocational rehabilitation.
- 3.0 Determine if an independent medical evaluation is required before attempting vocational rehabilitation.
- 4.0 Review existing procedure for LTD applications.
- 5.0 Develop a roster of physicians to use in the process.
- 6.0 Forward recommendations for process improvements to Human Resources Compensation and Benefits.
- ~~C. (D) Review/Update - To meet, on a regular basis (e.g., semi-annually), to discuss and/or resolve issues associated with the following processes:~~
- (a) Long Term Disability
- (b) WSIB
- (c) Sick Leave

(d) Drug Formulary**26.6 Joint Employee and Family Assistance Committee**

- 1. Goal: Provide recommendations to assist the Company and the Union in the development, implementation and evaluation of employee and family assistance policy and programs.**
- 2. Personnel:**
 - (a) Chair: The Chair shall rotate on a yearly basis.**
 - (b) Members:**
 - Representative from the Company
 - Two (2) PWU representatives and one (1) staff advisor.
 - (c) Secretary: The secretary shall be supplied by the Company.**
- 3. Function:**
 - 3.1 Participate in the identification of problems and issues of significance in employee and family assistance policy and practices.**
 - 3.2 Participate in the development, promotion and implementation of employee and family assistance programs throughout the province.**
 - 3.3 On an ongoing basis study, develop and make recommendations for change to the Company employee and family assistance program. This function can be deleared to the sub-committee by mutual agreement.**
 - 3.4 The committee will normally attempt to resolve issues of mutual interest before seeking intervention by the Senior Joint Union/Management Committee.**

39.3.1.2 Hours of Work

The hours of work for these employees shall be any seven (7) hours a day, thirty five (35) hours per week, five (5) consecutive days, Monday to Saturday.

There shall be no split shifts.

Such schedules of work shall begin no earlier than 7:00 am on weekdays (8:00 am on Saturday) and shall end no later than 9:00 pm on weekdays (3:30 pm on Saturday). A sixteen (16) week schedule will be posted ~~fourteen (14)~~ thirty (30) days prior to starting date,

Amendments to the start and stop times require fourteen (14) days' advance notice to affected employees. No more than two (2) amendments to the start times will be issued in the sixteen (16) week period unless mutually agreeable between the employee and the employer. For temporary employees such change requires seven (7) days' advance notice and are not subject to the two (2) amendment limit. A copy of this change notice will be provided to the Chief Steward prior to the change being implemented.

Assignment to day shift schedules will be equitably rotated among the CCC day shift employees.

The start and stop times for work schedules will be established by the employer. Amendments to the start and stop times require thirty (30) days notice to affected employee(s). This notice period does not apply in circumstances where the amendment is mutually agreed between the employer and the affected employee(s).

The Company will not act in an arbitrary fashion in changing the start and stop times.

NEW ITEM 41.0 INCENTIVE PLAN

The parties agree to a revised Vertex PWU Incentive Plan. The principles of the revised Incentive Plan shall be the rewarding of achievements based upon Operational and Corporate targets and the recognition of a direct connection between performance and rewards. The Incentive Plan shall be calculated according to a pre-established ratio of Corporate and Operational measures and targets. It is understood that the targets shall be simple, measurable, challenging yet attainable, relevant and timely as well as being consistent with targets within management performance contracts and fairly applied.

The Corporate and Operational targets will be established initially through the business planning process. Management will set the core targets in each of the four categories in both Corporate and Operational. These targets will then be discussed with the Union prior to general communication to the employees. Following these discussions and finalization of the targets, they shall be communicated to the employees, ideally within the first 30 days of the fiscal year but not later than June 30th.

The size of the non-pensionable payouts is based on two factors:

- a) the size of the reward "pot", and
- b) Corporate & Operational results for the Plan year.

The maximum size of the reward "pot" is 5.5% of the base payroll for all regular PWU-represented employees on the payroll as of December 31st of the Plan year.

30% of the reward "pot" is paid out if Corporate targets are met during the Plan year. There are two Corporate categories:

- Financial Performance compared to the cost budget
- Call Handling Service Level

To receive payout of the Corporate component of the "pot", the targets for financial must be met and if so contribute 55% of the 30% Corporate reward pot. The remaining category Call Handling Service Level if achieved individually, contributes 45% of the 30% Corporate reward pot.

measures are productivity and customer service. Each Operational component payout equals 50% of the 70% reward pot and will be made even if there is no payout under the

Corporate component. The payout of the financial pot can be made in whole, or in part depending on the level of financial performance.

All eligible employees receive an equal share of the payout for that business.

The plan year, and the performance measure achievement for the 2004 period will be aligned to the Vertex Financial year. The period of measurement will run from January 1, 2004 to March 31, 2005. The payout will be prorated over 15 month period. Thereafter, the plan year shall run from April 01 to March 31 of the following year.

All regular full-time and regular part-time PWU represented employees of Vertex on Vertex payroll as of March 31st of the Plan year are eligible to participate in the plan. Pro-rata will apply to part-time employees, and employees who join the plan part way into the year. Rewards will be pro-rated for those individuals who, during the plan year, have leaves of absence greater than 30 consecutive days without pay. Rewards will be pro-rated based on the pro-rata formula defined in the Collective Agreement (A-1. 1.2.2).

The Company will endeavour to pay out no later than June 30th of each calendar year.

NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT

The parties agree to jointly develop an Employee Recognition Program (the Pilot Program) under the following conditions:

1. Each party will assign 3 members to the Employee Recognition Development Team (the Team) as follows:

Management – Lorne Lazenby
Lori Lickman
Angela Barger

PWU – Mel Hyatt (Dorothy Couvier)
Sandra Bress
Laurie Perrault

2. Key elements of the Plan:

- The Pilot Program will recognize group and individual achievement.
- Rewards will not be cash based.
- The criteria for awards will be jointly agreed to.
- When the Pilot Program has been approved, it will be tested for a period of twelve (12) months.
- Either party may terminate the Pilot Program with 60 days written notice.
- Employee satisfaction with the Pilot Program will be determined through survey(s). Survey questions will be jointly developed.
- Solicit input from the membership on an ongoing basis.

3. It is agreed that when the Employee Recognition Program has been jointly developed and agreed to by the members of the Team, it will be subject to approval by the Vice President of the PWU and the Vice President, Operations of Vertex Customer Management (Canada) Ltd.

4. If the Pilot Program is deemed to have been successful by the parties at the end of the 12 month period, it will be fully implemented.

5. The target date for implementation of the Pilot Program is July 1, 2005, or earlier if the parties agree.

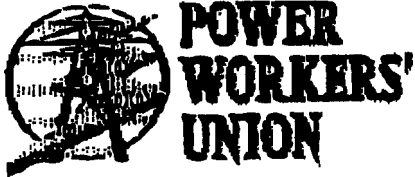
6. The parties do not intend for the Pilot Program to be tied to the Incentive Plan.

Power Workers' Union



Vertex Customer Management
Canada) Ltd.

2004/08/27
Date

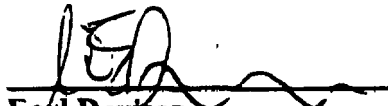


The parties agree that the change in language that was made to Article 10.1.1 in the Collective Agreement between the Power Workers' Union and Vertex customer Management (Canada) Ltd., effective October 1, 2004, will not impact on Maria Perricone or Rosanne Padula. These two non-represented employees will retain their right to use their full service to apply to PWU represented vacancies.

This is agreed to because these two employees left the bargaining unit at a time when they were entitled to use their full service to apply to PWU vacancies.

Dated at Toronto, this 27th day of August, 2004.

Mel Hyatt



Earl Davison
Earl Davison

**POWER WORKERS' UNION
MID-TERM AGREEMENT**

Number **VMT-34**

Original Dare:
2004/10/01

It is jointly agreed that the following Mid-Term Agreement shall form pan of the Collective Agreement between the parties:

Suspended Maintenance Trades Items

As part of the 2004 negotiations between the PWU and Vertex Customer Management (Canada) Ltd, the parties agree to suspend and remove from the printed copy of the Collective Agreement the following items on the basis that Vertex does not currently employ any Maintenance Trades employees and does not anticipate employing any in future. In the event that Vertex does employ any such employees in future, all of the suspended items listed below will immediately rake effect and will be re-incorporated into the printed copy of the Collective Agreement as if they had not been removed or suspended at all.

~~Part A, Item 24.1 – Meal Provisions - Part B Employees (Maintenance Trades)~~

~~Part A. Item 30.0 – Personal Tools~~

~~Part A, Item 31.4 – Special Clothing for Employees - Part B Employees (Maintenance Trades)~~

~~Part A, Item 37.1 – Relief Work, Acting in Vacancies and Temporary and Rotational Assignments – Part B Employees (Maintenance Trades)~~

~~Part A, Item 38.1 – Hours of Work – Part B Employees (Maintenance Trades)~~

~~Part A, Item 40.2.1 – Overtime Provisions – Part B Employees (Maintenance Trades)~~

~~Part A, Item 40.3.1 – Premium Payments – Part B Employees (Maintenance Trades)~~

~~Part A, Item 40.4.1 – Special Provisions Concerning Overtime – Part B (Maintenance Trades)~~


All of ~~Part B~~ – Maintenance Trades Section

Mid Term # 4 – Hand Tool Ownership and Trades Occupational Definitions

Appendix "A" for Construction and Supplementary Maintenance



Vertex Customer Management
(Canada) Ltd



Power, Workers' Union

2004/10/27
Date

LETTER OF UNDERSTANDING

Between

Vertex Customer Management Canada Ltd

- and -

POWER WORKERS' UNION

THE VERTEX/PWU COMPENSATION PLAN

ratification of the Collective Agreement between
 Vertex/F and PWU representatives

M. Smithson	PWU
Mary Smithson	Sarah Smithson
M. Caba	Laurie Smithson

and resources as required

The parties agree to the following principles:

- Regular employees as of the effective implementation date will not be disadvantaged by the implementation of this new system.
- The parties are committed to establishing a market competitive compensation program in order to meet the needs of the Company and PWU represented employees.

The committee will:

- Develop a wage structure, benefit plan, disability plan and pension plan that are sustainable for the business and recognizes market forces for competitive compensation schemes

The Committee will recommend a plan design and detailed work implementation plan to the parties for approval. There is a need to expeditiously complete this project on or before March 31, 2005

POWER WORKERS' UNION

Vertex Customer Management
Canada Limited

2004/08/17
DATE

**NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT
LETTER OF UNDERSTANDING**

Between

Vertex Customer Management Canada Ltd

- and -

POWER WORKERS' UNION

Shift Scheduling

The parties agree to jointly develop a model for shift scheduling and distribution under the following conditions:

1. Each party will assign 3 members to the team as follows:

Management:	PWU:
Michele Caba	Sandra Bress
Lori Lickman	Laurie Perrault
Diane Thompson	To be determined

2. Key elements:

- Will include review of MT-15 Provision of French Language Services
- Identify the number of bi-lingual positions required and classifications and locations
- Compare the daily experience of a bi-lingual agent versus an English agent
- Identify problems, satisfaction/dissatisfaction drivers and issues affecting all employees relative to shift scheduling, call handling coverage, vacation scheduling, shift swaps, work assignments and queue/tier assignment
- Discuss options and their impacts and formulate recommendations regarding the above issues
- Shift schedules and assignment will be appropriately designed to maintain corporate effectiveness
- Agreed-to methodology will be utilized to seek employee input

3. Any revisions to the Collective Agreement or Mid-Term will require joint approval.

I. The target date for implementation of revised shift scheduling model will be March 1st, 2005

POWER WORKERS' UNION

Vertex Customer Management
Canada Limited

2004/08/27

Date



2004 08 27

Mel Hyatt
Vice-President - Sector 3
Power Worker's Union
244 Eglinton Avenue East
Toronto, ON

During collective bargaining, the parties discussed modifications to Part A General items, 1.2.2. as follows

1.2.2 Regular Part-Time

The establishment of a regular part-time position is a joint decision of local management and the Chief Steward made in a spirit of trust and co-operation. The parties will ensure that regular pan-time positions are appropriately used to maintain corporate effectiveness in handling peak call volumes. The company will not utilize part-time employees to replace regular full-rime employees. The company will maintain a ratio between regular part time and total PWU represented regular staff of no more than 25% (Total number of regular part time PWU staff divided by total number of PWU represented regular staff)

To confirm our understanding around the meaning of the word replace in the above excerpt, the parties agree the intent:

- is not to take a full rime position and replace it with two part-time positions.
- is to allow part time shifts to overlap in order to handle peak call volumes for some periods of the day, and some days of the week.
- is not to circumvent the Article 10 process.

Earl Davison
Vice-Presideer - Operations
Vertex Customer Managemem (Canada) Limited

**VERTEX PRE NOG ITEMS 2004
POWER WORKERS' UNION**

Article/Page #	Change Requested	Rationale	Agree
	Change Inergi LP and CGEY to Vertex in entire Collective		Agree
Table of Contents	Page # B-16 to B-15 and AP-54 to AP-53	Current C/A goes to B-15 and AP-53	Agree
Table of Contents Part A Item 37	Add .."and Rotational".. to Item 37	To reflect proper title of article	Agree
Article 10.5(a) Pg 20	Delete	Timed Out	Agree
Part A Item 14	Delete "Contribution Holidays" paragraph 1	Power Corporation Act repealed	Agree
Part A Item 18.3.2 Pg A-52	Delete "shall advise Labour Relations who, in turn"	No Labour Relations Department in Vertex	Agree
Pan A Item 19.0 Pg A-53	Delete the words "Where the Company normally provides transportation facilities between residence headquarters and work headquarters for normal daily hours an employee required to work extension overtime will be provided free transportation to the residence headquarters".	This item applied to the company provided bus transportation. Not applicable at Vertex.	Agree
Part A Pg A-60 Item 23.5	Delete "Pan C, Job/Field Clerk	Does not apply to Vertex	Agree
Part A Pg A 97	Add Item 39.0 SHIFT WORK and renumber accordingly commencing at 12 hour shifts	Title missing. Item starts at 39.3	Agree
Pan A Item 39.3	Should be 38.3 and renumber this section up to 39.3.1.7	Part of the Hours of Work Section	Agree
Part A Item	Delete	Does not apply to Vertex	Agree

39.3.5/Pg. A105 - Shift Work - Information Management Facilities			
Part A Item 40.4.2(3)	Change Section 40.2.3 to Section 40.2.2.	To reflect current Collective Agreement.	Agree
Pg. A-115 - Time Entitlement - Info Mgmt Fac	Delete chart	Does not apply to Vertex	Agree
Pg. C-3 - Item 2.0 - ON Call - Enterprise Technology Services	Delere	Does nor apply to Vertex	Agree
IN-MID-9 - Payment of Corporation Employees Utilized for Forest Fire Fighting	Delete	Does nor apply to Vertex	Agree
IN-MID-23 - Alternate Working Arrangements	Delere	Created for one employee. Employee is not at Vertex	Agree
IN-MID-24 - On Call Provisions for Part C Employees, Enterprise Technology Services, ITS Operations Department, Field Support Team	Delete	Does nor apply to Vertex	Agree
IN-MID-29 - Staffing Issues	Delete	Does not apply to Vertex	Agree
IN-MID-30 - Provincial Purchased Services Agreements	Delere	Listed in error in the Inergi Collective Agreement. Deleted in the 2002 Inergi MOA	Agree