

MEMORANDUM OF SETTLEMENT

between

TERANET INC.
(hereinafter referred to as "The Employer")

and

ONTARIO PUBLIC SERVICE EMPLOYEES' UNION, AND ITS LOCALS 102 & 507
(hereinafter referred to as "The Union")

Whereas the parties hereto were subject to a Collective Agreement for the period of January 1, 2007 to December 31, 2010, forming the basis of a renewal contract agreement for the period from January 1, 2011 to December 31, 2013.

NOW THEREFORE the parties hereto agree as follows:

1. The parties hereto agree to:
 - a. the terms of this Memorandum of Settlement,
 - b. the attached two (2) documents of agreed items:
 - i. November 15, 2011
 - ii. December 14, 2011
 - c. A lump sum payment of \$1600.00 (less deductions) paid to all active employees at the ratification date. The lump sum payment will be paid within two weeks of ratification.
 - d. Effective January 1, 2012, all classification wage rates will adjust by a general wage increase of 2.25%.
 - e. Effective January 1, 2013, all classification wage rates will adjust by a general wage increase of 1.75%.

as constituting full settlement of all matters in dispute, save and except with respect to grievances if any that are currently outstanding.

2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all terms of this memorandum to their respective principals.
3. This agreement is subject to ratification by the membership of OPSEU Local 507 and the Board of Directors of Teranet, Inc.
4. The parties herein agree that the term of the Collective Agreement shall be from January 1, 2011 to December 31, 2013.

5. The parties herein agree that the terms of the Collective Agreement shall include all terms of the previous Collective Agreement, which expired on December 31, 2010, and the amendments and updated Appendices and Letters of Understanding/Agreement, which are incorporated in the attached documents.
6. Unless otherwise specified, terms set out in the foregoing shall become effective the date of ratification by the membership of OPSEU Local 507 and the Board of Directors of Teranet, Inc.
7. Both parties agree to equally share the costs of printing the Collective Agreement.

Dated at Toronto, Ontario this 14th day of December, 2011.

For the Union:

For the Employer:

Marilda Haynes
H. Rooder
Con. [Signature]
D. [Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

**AGREED ITEMS
TO AMEND THE COLLECTIVE AGREEMENT**

BETWEEN

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 507/102**

-and-

TERANET INC.

TUESDAY, NOVEMBER 15, 2011

Art #	Current Language	Agreed language
5.01	The Employer agrees that it will deduct each pay period a sum equal to regular Union dues from each employee in the Bargaining Unit, effective as of the employee's first day of employment. The Employer agrees that it will remit the total amount of such deductions to the Director of Financial Administration of the Union, 100 Lesmill Road, North York, Ontario, not later than the 15th day of each month following the month that deductions were made. The remittance shall be accompanied by a list of the names and social insurance numbers of those employees for whom deductions have been made.	The Employer agrees that it will deduct each pay period a sum equal to regular Union dues from each employee in the Bargaining Unit, effective as of the employee's first day of employment. The Employer agrees that it will remit the total amount of such deductions to the Director of Financial Administration of the Union Accounting Department, OPSEU Head Office , 100 Lesmill Road, North York, Ontario, not later than the 15th day of each month following the month that deductions were made. The remittance shall be accompanied by a list of the names and social insurance numbers of those employees for whom deductions have been made.

Art #	Current Language	Agreed language
7.01	The Employer and the Union shall establish a Labour-Management Committee consisting of five (5) Union representatives and up to five (5) Management representatives, with the capacity of either party to bring in an additional resource person from the Union or the Employer. The Committee shall be co-chaired alternately by a representative selected by Management and a representative selected by the Union. The Committee will meet once per month or as agreed to between the parties. The Committee will provide a forum for on-going communication and the joint consideration of various matters, which are of concern to the parties.	The Employer and the Union shall establish a Labour-Management Committee consisting of five (5) three (3) Union representatives and up to five (5) three (3) Management representatives, with the capacity of either party to bring in an additional resource person from the Union or the Employer. The Committee shall be co-chaired alternately by a representative selected by Management and a representative selected by the Union. The Committee will meet once per month or as agreed to between the parties. The Committee will provide a forum for on-going communication and the joint consideration of various matters, which are of concern to the parties including any issues relating to the administration of employee benefits and the review of claims experience.
29.01	An employee's entitlement to benefits is subject to the eligibility requirements of the insurance policies in place on the date of ratification. Any dispute as to entitlement to benefits under the insurance policies is a matter between the employee and the insurance carrier. Therefore, it is acknowledged that any dispute relating to benefits under the insurance policies cannot be the subject of grievance or arbitration proceedings under the Collective Agreement. Nevertheless, a joint claims committee will be established with two representatives of management and two representatives for OPSEU, the purpose of which will be to discuss any problems relating to the administration of the benefits, and the review of claims experience. Either party can request the attendance of a representative of the insurer at committee meetings and can request the insurer to provide claims experience information.	An employee's entitlement to benefits is subject to the eligibility requirements of the insurance policies in place on the date of ratification. Any dispute as to entitlement to benefits under the insurance policies is a matter between the employee and the insurance carrier. Therefore, it is acknowledged that any dispute relating to benefits under the insurance policies cannot be the subject of grievance or arbitration proceedings under the Collective Agreement. Nevertheless, a joint claims committee will be established with two representatives of management and two representatives for OPSEU, the purpose of which will be to discuss any problems relating to the administration of the benefits, and the review of claims experience. Either party can request the attendance of a representative of the insurer at committee meetings and can request the insurer to provide claims experience information.

Art #	Current Language	Agreed language
8.04, 8.05, 8.06, 8.10	Vice-President, Human Resources and Development	<i>Change to Chief Human Resources Officer</i>

Art #	Current Language	Agreed language
12.05 .b	Project Employees shall not be required to relocate to an office outside the municipality in which they work without their agreement. Where Project Employees agree to relocate, they shall be paid reasonable relocation expenses up to a maximum of \$4500 upon approval of expenses.	<i>Delete</i>
14.03 (d) (iii)	In lieu of (i) and (ii), the Employer will reimburse a Project Employee to a maximum of \$950 per calendar year, if the Project Employee has satisfied (b) through (d) and has received estimated notice of layoff that provides the employee with more than 1 year notice but less than 2 years notice of actual layoff; or	<i>Delete</i>
14.03 (d) (iv)	In lieu of (i), (ii) and (iii), the Employer will reimburse a Project Employee to a maximum of \$1000 per calendar year if the Project Employee has satisfied (b) through (d) and has received estimated notice of layoff that provides the employee with less than one year's notice of actual layoff.	<i>Delete</i>
14.03 (end)	The Employer shall provide an update on Project layoff estimates to the Union at each LMC meeting.	<i>Delete</i>
14.04 (c)	If a Project Employee on layoff (who has not waived the Employee's recall rights) receives a notice of recall to employment and such Project Employee is enrolled in a course for which the Project Employee will seek reimbursement from the Employer, the Project Employee can then elect to waive the Employee's recall rights and receive severance pay provided for in Article 23.05 (b) and reimbursement for the course as provided herein.	<i>Delete</i>
14.05	A Project Employee who is provided with notice of layoff on or before September 30, 2009 will, upon layoff, receive an additional payment of \$500 (subject to necessary deductions and withholdings) to provide transition assistance (i.e. resume preparation and other job search assistance) to the Project Employee. The transition assistance will be arranged by the employee.	<i>Delete</i>
23.05 (a)	<i>Remove Non-Project Employees from title</i>	
23.05 (b)	Severance Pay – Project Employees <i>ff.</i>	<i>Delete</i>
23.07	Clarity Note <i>ff.</i>	<i>Delete</i>
AppC	Transition Centres	<i>Delete</i>
AppD	Completion Bonus – Project Employees	<i>Delete</i>

Art #	Current Language	Agreed language
16.01	Where an employee who has completed his or her scheduled hours of work and is subsequently called back to work, the employee shall receive payment at the applicable overtime rate for all hours worked during such call-back with a minimum pay of four (4) hours at the applicable overtime rate, provided the employee's next scheduled shift has not commenced during the call-back.	Where an employee who has completed his or her scheduled hours of work and is subsequently called back to work, the employee shall receive payment at the applicable overtime rate for all hours worked during such call-back with a minimum pay of four (4) hours at the applicable overtime rate, provided the employee's next scheduled shift has not commenced during the call-back. Hours of overtime shall be scheduled not less than one (1) week in advance of when the work assignment is scheduled to be performed and may or may not be contiguous with an employee's normal hours of work.
16.02	Where the Employer designates an employee to be on-call by reason of the employee's duties and responsibilities, which require the employee to respond within a reasonable time to a request to return to work or perform other work, that employee shall be paid an on-call allowance of \$50.00 per week.	Where the Employer designates an employee to be on-call by reason of the employee's duties and responsibilities, which require the employee to respond within a reasonable time to a request to return to work or perform other work, that employee shall be paid an on-call allowance of \$50.00 per week. A call-back occurs when an employee is required to perform work outside the employee's normal hours of work and where the employee is not otherwise scheduled to work overtime.

Art #	Current Language	Agreed language
17.01	<i>New</i>	Add Family Day to list of recognized holidays

Art #	Current Language	Agreed language
17.02	Employees are eligible for Two Personal Days in addition to paid holidays. Employees may select their two personal days and request their supervisor's consent to their selection, such consent not to be unreasonably withheld. Employees with less than one-year seniority shall be eligible for two personal days in addition to paid holidays on a prorated basis.	Employees are eligible for Two Personal Floater Days in addition to paid holidays. Employees may select their two personal floater days and request their supervisor's consent to their selection, such consent not to be unreasonably withheld. Employees with less than one-year seniority shall be eligible for two personal floater days in addition to paid holidays on a prorated basis.

Art #	Current Language	Agreed language
21.07.c	Any dispute as to entitlement to benefits under the plan is a matter between the employee and the insurance carrier and may be referred to the joint claims committee established pursuant to Section 21.09.	Any dispute as to entitlement to benefits under the plan is a matter between the employee and the insurance carrier and may be referred to the joint claims committee established pursuant to Section 21.09.

Art #	Current Language	Agreed language
23.09	<i>New; renumber subsequent articles</i>	If the Employer makes the decision not to fill a vacancy for a permanent unionized position the Employer will advise the Union.

Art #	Current Language	Agreed language
SchA	Document Support Clerk (Pre-Production) Title Entry Clerk – All Sites Mapping Assistant Presearcher –All Sites Team Lead – Pre-Production/Title Entry Maintenance Activation Clerk Senior Mapping Assistant Trainer/Quality Analyst Title Certification Analyst LAN Specialist Senior Title Certification Analyst Coordinator of Information Mapping Mapping Technician –Survey Coordinator Mapping Facilitator Intermediate Systems Analyst/Digital Mapping Coordinator Ground Control Intermediate System Analyst/Programmer Jr. Programmer – Digital Mapping Programmer Analyst-Digital Mapping Systems Analyst-Digital Mapping Digital Mapping Systems Admin/Tech Support Mapping Technician Control	<i>Move positions listed below to separate schedule to collective agreement but adjust according to wage increase</i>
SchA	QA Analyst (IS) – Grade 5 Senior QA Analyst (IS) – Grade 7 Map QA Specialist – Grade 8	<i>Add the classifications to wage grid</i>
SchA	GIS Technician	<i>Move from Grade 5 to Grade 6</i>

Art #	Current Language	Agreed language
SchC	If you are charged as each treatment is performed, you will be reimbursed as each charge is incurred, to the lifetime total maximum of \$2000.	If you are charged as each treatment is performed, you will be reimbursed as each charge is incurred, to the lifetime total maximum of \$2000 \$3000 .

Art #	Current Language	Agreed language
AppA: A8.02	Either party may, on written notice 30 days to the other party, terminate this agreement.	Either party may, on 60 days written notice 30 days to the other party, terminate this agreement. The Employer shall terminate the agreement only due to operational requirements. The parties shall meet within fourteen (14) calendar days of notification to discuss the rationale for the decision.

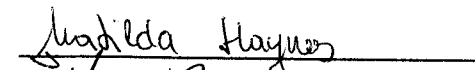



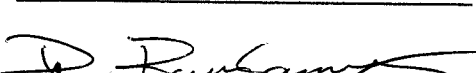


Art #	Current Language	Agreed language
AppB	<p>In the event the Employer issues a notice of layoff to sixty (60) or more employees at one time, the Employer shall grant the Union President of Local 507, or designate, a leave of absence of up to eight (8) hours per week from the date on which the notices of layoff were issued and continuing until the end of the notice period. Such leave will be without loss of pay, seniority or service, and is for the purposes of attending to Union business as provided under the Collective Agreement.</p> <p>In the event the Employer issues a notice of layoff to thirty (30) or more employees at one time, the Employer shall grant the Union Steward of Local 102, or designate, a leave of absence of up to eight (8) hours per month from the date on which the notices of layoff were issued and continuing until the end of the notice period. Such leave will be without loss of pay, seniority or service, and is for the purposes of attending to Union business as provided under the Collective Agreement.</p>	<p>In the event the Employer issues a notice of layoff to sixty (60) twenty per cent (20%) or more employees at one time, the Employer shall grant the Union President of Local 507, or designate, a leave of absence of up to eight (8) hours per week from the date on which the notices of layoff were issued and continuing until the end of the notice period. Such leave will be without loss of pay, seniority or service, and is for the purposes of attending to Union business as provided under the Collective Agreement.</p> <p>In the event the Employer issues a notice of layoff to thirty (30) or more employees at one time, the Employer shall grant the Union Steward of Local 102, or designate, a leave of absence of up to eight (8) hours per month from the date on which the notices of layoff were issued and continuing until the end of the notice period. Such leave will be without loss of pay, seniority or service, and is for the purposes of attending to Union business as provided under the Collective Agreement.</p>

Art #	Current Language	Agreed language
AppE	In the spirit of ensuring awareness of employee's legislative rights, the Union and the Employer commit to post links to information about the Employment Standards Act on the Teranet Intranet. Final content shall be agreed through the Labour Management Committee process.	Delete




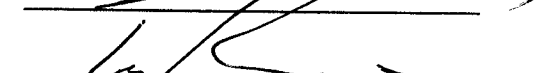
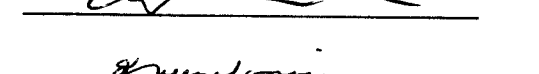
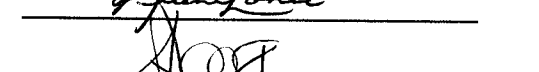

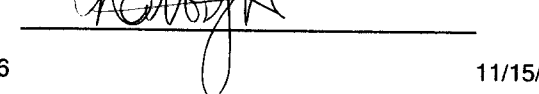
Art #	Current Language	Agreed language
AppG	The parties agree to meet at the Joint Health and Safety committee to examine the union's concerns with respect to stress in the workplace.	The parties agree to a regular schedule of LMC meetings with stress as a standing item on the LMC agenda. In addition, the parties will continue each party's practice of employee surveys and will use the LMC as a forum for discussion of survey results.

Dated in Toronto, Ontario on the 15th of November, 2011.

For the Union:

For the Employer:

**AGREED ITEMS
TO AMEND THE COLLECTIVE AGREEMENT**

BETWEEN

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 507/102**

-and-

TERANET INC.

WEDNESDAY, DECEMBER 14, 2011

Art #	Current Language	Agreed Language
13.02	<i>New; renumber subsequent articles</i>	<p>In the event of a layoff pursuant to Article 13.03, the Employer will consider the application for a voluntary exit of any employee not impacted by the layoff and in a classification impacted by the layoff. Such application must be received within ten (10) working days of the date on which the Employer issued its notice of layoff.</p> <p>The Employer will, in its discretion, exercised reasonably, determine whether it will accept the application for a voluntary exit having regard for operational and economic considerations. The Employer will determine an accepted employee's voluntary departure date which will not be later than forty (40) forty (40) working days from the date of the Employer's approval of the employee's application. For each application approved by the Employer, it will rescind a layoff notice. An employee who is approved for voluntary exit shall receive the severance entitlement provided for in Article 23.05(a).</p>

16.02	Where the Employer designates an employee to be on-call by reason of the employee's duties and responsibilities, which require the employee to respond within a reasonable time to a request to return to work or perform other work, that employee shall be paid an on-call allowance of \$50.00 per week.	Where the Employer designates an employee to be on-call by reason of the employee's duties and responsibilities, which require the employee to respond within a reasonable time to a request to return to work or perform other work, that employee shall be paid an on-call allowance of: (a) \$50.00 \$55.00 per week for up to twenty-six (26) weeks on-call in each calendar year; (b) \$100.00 per week for each week on-call thereafter. A call-back occurs when an employee is required to perform work outside the employee's normal hours of work and where the employee is not otherwise scheduled to work overtime.
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21.10 c	<p>Vision care and hearing aid coverage provides for vision care including laser surgery to a maximum of four hundred dollars (\$400) per employee and any other eligible adult in a twenty-four (24) month period and to a maximum of three hundred dollars (\$300) per dependent child in a twelve (12) month period and a hearing aid maximum of three hundred dollars (\$300) per person lifetime.</p> <p>Eye examinations performed by an ophthalmologist or licensed optometrist – to a maximum of \$60 per individual, once in any 24-month period (12 month period for a dependent child).</p>	<p>Vision care and hearing aid coverage provides for vision care including laser surgery to a maximum of four hundred dollars (\$400) four hundred and fifty dollars (\$450) per employee and any other eligible adult in a twenty-four (24) month period and to a maximum of three hundred dollars (\$300) three hundred and fifty dollars (\$350) per dependent child in a twelve (12) month period and a hearing aid maximum of three hundred dollars (\$300) \$800 in a four (4) year period.</p> <p>Eye examinations performed by an ophthalmologist or licensed optometrist – to a maximum of \$60 \$80 per individual, once in any 24-month period (12 month period for a dependent child).</p>
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21.11	<i>New; renumber subsequent</i>	<p>Coordination of Benefits The Employer's health, dental and benefits plans shall be administered in accordance with insurance guidelines regarding the coordination of benefits.</p>
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Art #	Current Language	Agreed Language
23.05.a	An employee who is laid off shall be paid severance pay at the earlier of the date that the employee advises the Employer in writing that she or he waives the right to be recalled or the date the employee's employment terminates pursuant to section 11.04. The amount of severance pay shall be two and a half (2.5) weeks of the employee's non-overtime pay for each year of service to a maximum of twenty-six (26) weeks. The partial year of service shall be prorated.	An employee who is laid off shall be paid severance pay at the earlier of the date that the employee advises the Employer in writing that she or he waives the right to be recalled or the date the employee's employment terminates pursuant to section 11.04. The amount of severance pay shall be two and a half (2.5) weeks of the employee's non-overtime pay for each year of service to a maximum of twenty-six (26) thirty five (35) weeks. The partial year of service shall be prorated. In addition, the Employer shall offer the employee three months of access to a placement service to be used within six months of the date of layoff.

25.00	This Agreement covers the period from January 1, 2007 until December 31, 2010. The effective date of any changes to the terms of this Agreement from the previous agreement, unless otherwise indicated, shall be the date of ratification. The Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing that it wishes to amend this Agreement by providing notice to bargain in accordance with the Labour Relations Act.	This Agreement covers the period from January 1, 2007 2011 until December 31, 2010 2013 . The effective date of any changes to the terms of this Agreement from the previous agreement, unless otherwise indicated, shall be the date of ratification. The Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing that it wishes to amend this Agreement by providing notice to bargain in accordance with the Labour Relations Act.
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2011 wage increase	0% wage increase Lump sum payment equal to \$1600 (less deductions) paid to all active employees at the ratification date, paid within two weeks of ratification.
2012 wage increase	Effective January 1, 2012, all classification wage rates will adjust by a general wage increase of 2.25%
2013 wage increase	Effective January 1, 2012, all classification wage rates will adjust by a general wage increase of 1.75%

LOU	New	<p>Letter of Understanding Regarding Dental Implants</p> <p>In bargaining for the renewal of the collective agreement in 2011, the Union expressed a desire to have dental implants added as an eligible benefit under the Employer's Dental Plan: Plan C. The parties acknowledge that such is not possible under the terms of the existing benefit coverage.</p> <p>It is agreed however that the adjudication practice provided for under the Employer's dental benefit policy will be extended to dental implants. This means the benefit carrier will consider reimbursement for dental implants to the extent of the least expensive professionally adequate treatment. Reimbursement will not be made for any portion of the charge that is over the suggested charge in the appropriate Fee Guide for the least expensive treatment that will provide a professionally adequate result. All existing coverage limits in Plan C would continue to apply. Employees who are considering a dental implant should obtain an estimate and submit the same, with any required information and supporting documentation, to the carrier for approval before proceeding with the dental procedure.</p> <p>By way of example, if a request for approval for an implant was received, the carrier will require, amongst other items, an x-ray (the cost of is eligible for reimbursement), to assess properly what alternate treatment would have been the least expensive and professionally adequate under the major restorative dental benefit and would reimburse the employee according to the cost of that procedure.</p>
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Dated in Toronto, Ontario on the 14th of December, 2011.

For the Union:

Justilda Haynes
Ch. Resendez
Car. [Signature]
D. Sam Samson
[Signature]
[Signature]

For the Employer:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]