

A G R E E M E N T

Between

**ISM INFORMATION SYSTEMS MANAGEMENT CANADA
CORPORATION**



(ISM Canada)

and



COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA LOCAL 911

February 16, 2001

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ARTICLES OF AN AGREEMENT made in duplicate this 16th day of February A.D., 2001

BETWEEN

ISM Information Systems Management Canada Corporation (ISM Canada), incorporated by Articles of Incorporation dated January 21, 1988 pursuant to The Business Corporations Act of Saskatchewan, hereinafter referred to as the Company;

AND

Local 911, Communications, Energy and Paperworkers Union of Canada, herein acting in respect of Employees employed by the Company, and hereinafter referred to as

the Union;

In consideration of the maintenance of harmonious relations and settled conditions of employment, and recognizing the mutual value of joint discussions and negotiations

on matters pertaining to working conditions, hours of work and scale of wages and the need for the Company to provide full service information technology economically

and effectively, the parties of this Agreement hereto agree to the following terms:

ARTICLE 1 - Scope

1.01 This Agreement shall apply to all Employees of the Company saving and excepting those Employees in classifications as President, Vice President, General Manager, Director, Manager, Unit Manager, Service Manager, Executive Assistant, Corporate Controller, Assistant Treasurer, Financial Accountant, Senior Accountant, Accountant, Human Resources Consultant, Human Resources Officer, Human Resources Clerk, Senior Sales Representative and Sales Representative.

ARTICLE 2 - Recognition

2.01 The Company agrees to recognize the Union as the sole collective bargaining agent and representative of the Employees of the Company and hereby consents and agrees to negotiate with the Union or its representatives in any and all matters affecting the conditions of work, hours of work, and rates of pay of the Company's Employees and any other matters which may be mutually agreed upon as being proper subjects for negotiations. The Company also agrees that the Union may have the assistance of representatives of the Communications, Energy and Paperworkers Union of Canada in any negotiations or discussions between the Company and the Union.

2.02 The Company agrees that with its prior approval on each occasion, which approval shall not be unreasonably withheld, access to its premises shall be allowed to any representative of the Union for the purpose of business connected with the Union, providing such shall not interfere with the operations of the division concerned.

2.03 All duly authorized Memoranda of Agreement and Letters of Understanding shall form part of the Collective Agreement.

2.04 The Company agrees that the CEP, Local 911 may select an Employee to service in a full-time capacity as representative for the Union. The Company will pay the salary and benefits for this Employee as they do for any other Employee. The salary for this position shall be equivalent to the highest rate in the Collective Agreement. This person will maintain Employee status and receive all rights and benefits as such during his/her term(s).

The Company will further provide at Company expense:

A proper enclosed office on Company premises complete with furniture, telephone, and necessary office equipment.

At the end of the term of full time Union Representative, in the event the Union Representative's former classification is no longer in existence, he or she shall be retrained for a position determined by the Skills Enhancement Committee (in accordance with the Letter of Understanding concerning the Skills Enhancement Committee). In the event the Union Representative's former classification is in existence, he or she shall be retrained as determined necessary by the Skills Enhancement Committee (in accordance with the Letter of Understanding concerning the Skills Enhancement Committee).

ARTICLE 3 - Union Security

3.01 Every Employee of the Company who is now or hereafter becomes a member of the Union, shall maintain membership in the Union as a condition of employment and every new Employee shall, within thirty (30) days after the commencement of employment, apply for and thereafter maintain membership in the Union as a condition of employment.

ARTICLE 4 - Check Off

4.01 The Company shall on a monthly basis, deduct from the wages due to the Employee, and pay to the Union, the amounts of uniform Union dues, initiation fees, and/or assessments as designated by the Financial Secretary of the Union. Such deductions shall be made on behalf of all Employees. All such monies so deducted shall be paid to the Financial Secretary of the Union not later than the tenth (10th) day of the following month. The Company shall furnish to the Union, with such payment, a list of the names and addresses of those Employees for and on

behalf of whom deductions have been made.

4.02 The Company agrees to furnish the Union, monthly, with names and locations in respect to new engagements, transfers, and separations from employment of the Company.

ARTICLE 5 - Notice Boards

5.01 The Company agrees to install notice boards for the use of the Union in suitable locations easily accessible to the Employees for the purpose of posting notices of interest to the Union.

ARTICLE 6 - Leave of Absence

6.01 (i) Upon the receipt of reasonable notice (in no case will reasonable notice be held to be longer than two (2) working days), except for Union Conferences or Conventions when reasonable notice will be seven (7) days), the Company agrees that leave of absence without pay shall be granted to a maximum of twelve (12) designated Employees for the conducting of Local Union business. The Company and the Union further agree that seniority, superannuation rights and obligations under the relevant pension plan, and subject to Article 14, all other credits will be maintained and accumulated during such leave.

(ii) Notwithstanding 6.01 (i), the Company agrees to grant leave with pay for up to four (4) Employee members of the negotiating committee engaged in the negotiation of this Agreement. Such pay is to be at their regular rate of pay.

6.02 Upon receipt of reasonable notice, the Company agrees to grant leave of absence without pay for good and sufficient reasons, other than those mentioned in 6.01. Employees shall apply in writing for leaves. In requests for leaves of greater than two weeks, requests shall be made at least four weeks in advance. The Company shall respond to requests for leaves of greater than two weeks, in writing, within 7 days. This leave will be limited to a maximum of the lesser of one (1) year, or the total accumulated seniority of the applicant, and will be granted with the maintenance of:

(i) Seniority

(ii) Superannuation rights and obligations in accordance with the relevant pension plan, and

(iii) Subject to Article 14, all other credits.

6.03 Notwithstanding the foregoing 6.01 and 6.02, the terms applicable to leave of absence for maternity/paternity/adoption (otherwise called 'new parent') reasons are as follows:

(i) Any Employee upon request shall be granted leave of absence without pay for 'new parent' reasons.

(ii) Although there is no definite time duration for Employees requiring leave to apply for same, each Employee requiring 'new parent' leave must make application as early as possible, and each maternity leave must commence before the Employee's condition adversely affect her job performance.

(iii) Each leave granted shall be for a period of up to twelve (12) months and an Employee on leave may return to

his/her former position within the twelve (12) months provided he/she gives his/her supervisor ten (10) working days notice of the date he/she intends to return.

(iv) Failure to return to work within the twelve (12) month period referred to in Section (iii) above, shall result in automatic termination of employment. In cases of extenuating circumstances, however, extensions will be considered.

(v) Seniority will accumulate during leave granted for up to one (1) year.

(vi) Employees will receive Company paid benefits during the New Parent leave. The duration of the paid benefits is: Maternity - 52 weeks; Parental - 35 weeks; Adoption - 35 weeks.

6.04 The Company agrees that upon receipt of reasonable notice, leave of absence without pay shall be granted to any Employee for the purpose of campaigning for and/or filling of elected public office in either the municipal, provincial, or federal level of government. Such leave will be granted with the following:

(i) Maintenance and accumulation of seniority.

(ii) Maintenance and accumulation of superannuation rights and obligations in accordance with the relevant pension plan, and

(iii) Maintenance of all other benefits.

6.05 (i) Special leave of absence with pay shall be granted in case of a pressing emergency. The following are guidelines in respect to pressing emergency leave of absence:

(a) In the event of the death of an Employee's spouse, child(ren), parent(s), sibling(s), in-law(s), grandparent(s), grandchild(ren), or other relatives who regularly reside with the Employee, or, in the case of a serious illness where death is imminent or expected for the same people, up to three days may be granted the Employee as a leave of absence with pay. In the event that an Employee because of travel requirement or estate duties, requires additional time, he/she may be granted extra time up to a total of five (5) days. In cases of serious illness, a doctor's certificate may be required to support the claim.

(b) In case of illness of spouse, parent, child, sister, or brother which requires the presence and attention of the Employee until other help is obtained, up to two (2) days may be granted the Employee as leave of absence with pay.

(ii) In order to attend a funeral of a close friend, fellow Employee, or relative, up to a maximum of one (1) day shall be granted the Employee as leave of absence with pay. Such time is to be deducted from the Employee's sick leave credits.

6.06 All requests for leave will be made in writing in advance whenever possible. In those cases where the leave is requested because of an emergency, the request will be confirmed in writing upon the Employee's return to work.

6.07 The position held by the Employee at the time of going on a leave of absence shall be available to an Employee at the expiration of a leave of absence.

6.08 Leave of absence with pay may be granted at the discretion of the Company for educational purposes, where the education course enrolled in will be of benefit to the Employee and the Company. Where such leave is granted it shall be with the following:

- (i) Maintenance and accumulation of seniority.
- (ii) Maintenance and accumulation of superannuation rights and obligations in accordance with the relevant pension plan, and
- (iii) Maintenance of all other benefits.

ARTICLE 7 - Grievances and Disputes

7.01 If differences arise during the term of the contract between the parties, there shall be no strikes by the Union or its Members or lockout on the part of the Company. Grievances shall be settled in accordance with the following procedure.

7.02 Grievances:

Step 1 - In the event of any grievance arising during the currency of this Agreement, the Employee(s) concerned shall first refer the matter to the Shop Steward or Union Representative.

Step 2 - If the grievance is considered to be legitimate, the Shop Steward or Union Representative may submit the grievance in writing to the designated Supervisor.

Step 3 - The designated supervisor shall discuss the grievance with the Shop Steward or Union Representative and shall render a written decision, within ten (10) calendar days of having received the grievance in writing.

Step 4 - The Union must, within ten (10) calendar days of receipt of the decision, advise the designated Supervisor who last heard the grievance, and the appropriate Director/Manager concerned, in writing, if the Union intends to process the grievance any further.

Step 5 - The Director or Manager concerned shall convene a meeting and render a written decision within thirty (30) calendar days of having received written application of the grievance proceeding.

Step 6 - Upon receipt on the decision rendered in Step 5, if satisfaction is not obtained, the Grievance Committee of the Union shall within ten (10) calendar days from the date the Step 5 reply was received, so notify, in writing, the Director or Manager who rendered the decision in Step 5, and the General Manager, Saskatchewan that the Union intends to process the grievance further.

Step 7 - The General Manager, Saskatchewan shall convene a meeting and render a written decision within forty (40) calendar days of receipt of the written notice to proceed.

Step 8 - If settlement is not reached at Step 7, the Grievance may be referred to the Arbitration procedure as outlined below. The Union may also forward the Grievance and any other information (pertinent to the grievance) to the President and CEO of the Company and to the Vice President, Human Resources of the Company. It is clearly understood between the Parties that there is no obligation on the part of the President and CEO and/or the Vice President Human Resources to take any action and/or respond to any information sent to them.

7.03 (i) All grievances must be submitted as soon as possible, but in any case, a grievance arising from a job appointment must be submitted not later than fourteen (14) days after the name of the successful applicant has been advertised, unless the grievor is absent on vacation or sick leave, in which case, the fourteen (14) days shall commence upon his/her return to duty.

(ii) In the event of the absence of the designated officials of the Company at any step, it shall be permissible to immediately proceed with the next higher step of the foregoing procedure.

(iii) The Union shall notify the Company of the personnel of its Grievance Committee and of any changes in such personnel.

(iv) In discussion of grievances with representatives of the Company, a member or members of the Grievance Committee may, at any time, be accompanied by representatives of the Communications, Energy and Paperworkers Union of Canada.

(v) In the event of any grievance involving a group or groups of Employees, the grievance procedure may be commenced at the step involving the first designated official of the Company having jurisdiction over the Employees affected or the subject matter concerned.

(vi) As far as possible, all grievances will be dealt with on the Company's time and no grieving Employee(s) or member of the Grievance Committee will suffer loss of pay by reason of the time spent investigating a grievance in his/her work location or time spent in discussing grievances with the representatives of the Company.

(vii) The Company agrees to pay all necessary and reasonable traveling expenses incurred by members of the Grievance Committee, including board and lodging, when members are required to attend meetings, called by the Company, which have been called outside such members headquarters.

(viii) The Union agrees that in the discussion of grievances with representatives of the Company, the Employee representatives of the Union shall not exceed three (3) in number, except by mutual consent.

(ix) Time limits specified in Step 3 through Step 7 may be extended at any time by mutual agreement of the parties in writing.

(x) At any stage of this grievance procedure, the employee(s) concerned may be present or be required to attend.

7.04 If the Company has a grievance against the Union or its Members, the grievance may be submitted in writing by the General Manager, Saskatchewan to the Local Union President. Representatives of the Union shall convene a meeting with the General Manager, Saskatchewan (or their designate) to discuss the grievance and render a written decision within thirty (30) calendar days of being notified of the grievance.

7.05 Arbitration Procedure

(i) If settlement has not been reached at Step 7 or clause 7.04, the Grievance may be referred to the Arbitration procedure. The Union shall advise the Company of its intention to seek Arbitration by written notice to the Human Resources Operations Manager, delivered within thirty (30) calendar days after the completion of Step 7. The Company shall advise the Local Union President of its intention to seek Arbitration by written notice to the

Local Union President, delivered within thirty (30) calendar days of having received the decision as outlined in Section 7.04. If such notice is not delivered within the thirty (30) calendar day period, the Grievance shall be deemed to be dropped.

(ii) The Arbitration procedure shall extend only to those grievances which have been properly and timely filed according to this Article.

(iii) The Arbitrator shall not deal with more than one Grievance at a time, without the mutual consent of the Company and the Union.

(iv) The sole Arbitrator is Robert Pelton. In the event that Mr. Pelton is not available, the Company and the Union agree that Derril McLeod shall be the sole Arbitrator.

(v) If neither Arbitrator named in (iv) above is available, then the Minister of Labour in the Province of Saskatchewan will be asked to appoint an Arbitrator.

(vi) When the sole Arbitrator has been selected as outlined above, the arbitrator shall meet and hear the evidence of both parties as soon as possible.

(vii) The Arbitrator shall not have the power to add to, subtract from, or modify in any way the terms of this Agreement. The Arbitrator may consider only the particular issue or issues presented to them and their decision must be based solely on the interpretation of the provisions of this Agreement.

(viii) The decision of the Arbitrator shall be final and binding on both parties, and upon any Employee affected by it.

(ix) Each party shall be responsible for the costs of its witnesses in accordance with arrangements made by the party with such witnesses. The expenses of the Arbitrator and for the place of the Arbitration hearing shall be shared equally by the two parties.

ARTICLE 8 - Suspension and Dismissals

8.01 Except in cases when the Company considers that an Employee's conduct warrants immediate suspension, the practice shall be to warn the Employee in the presence of the Shop Steward or Union Representative, at which time the Employee will be given an opportunity to be heard.

8.02 In the event an Employee's conduct is such that dismissal is indicated, the Employee shall first be suspended for a period of not more than three (3) work days, and during this period of suspension, the Company will notify the Employee and the Steward in writing as to the decision of the disciplinary action. Within three (3) working days after such notice has been given, the Employee may cause to be filed with the appropriate Vice President of the Company, a written grievance, signed by the Employee, complaining of the disciplinary action.

When an Employee has been suspended, such Employee will be given an opportunity of privately interviewing a Steward, or his/her designate, at a place designated by the Company before such Employee is required to leave the Company's premises. The Employee must leave the premises forthwith, and may not re-enter except to make representations to the Company as described above.

8.03 Should an Employee be dismissed, suspended or demoted, and it is later established that such dismissal,

suspension or demotion was unfair or not in accordance with the provisions of this Agreement, the Employee shall be promptly returned to former status in all respects and shall be made whole for losses suffered by reason of such dismissal, suspension or demotion except in cases where a lesser penalty than dismissal, suspension or demotion is considered appropriate.

8.04 The Union will be advised in writing of any and all disciplinary action taken against an Employee and the reasons for such discipline.

ARTICLE 9 - Seniority

9.01 The seniority of an Employee shall be established from the date when such Employee last commenced service with the Company. Seniority shall be established on a calendar day basis from the date above and subject to exceptions and conditions as follows:

- (i) Employees who have entered or hereafter enter the service of the Company from any computer service organization or other facility acquired by the Company shall, in addition, be credited with their length of seniority in the same acquired computer service organization or other facility as calculated in accordance with the provisions of this Article.
- (ii) An Employee who is dismissed for cause or who voluntarily leaves the service of the Company, shall forfeit all seniority rights.
- (iii) The seniority of summer and Co-op students shall be governed by 33.02 (iii).
- (iv) Out of scope Employees returning to the scope of the Agreement will be reimbursed with their previous seniority not including their out of scope time.
- (v) Seniority shall accrue during casual sick leave and short term disability leave.

9.02 The Company agrees to post on the Bulletin Boards, in January of each year, a list of all Employees indicating their job classification and seniority standing. Any appointments disputed as a result of errors or omissions in this seniority report are subject to the time constraints of Article 7 - Grievances and Disputes.

ARTICLE 10 - Staff Reduction

In the event that downsizing in a particular area becomes necessary, the Management and the Union will jointly consider redeployment into new or other areas, early retirement, voluntary severance, job sharing, and layoff. Guidelines will be developed and maintained jointly through Dialogue.

An employee must elect an option under Article 10.01 or 10.02 within seven (7) calendar days. If an employee does not make their election known to the Company within 7 calendar days, he / she will be paid severance pursuant to Article 10.03 (i); (ii) and (iii).

ISM Canada affirms its obligation to employees on layoff with recall rights and these employees' right to work for which they are qualified.

Customer Based Definition:

As it pertains to this article, Customers will be defined as external. Customer based positions will be those positions that the Customer plays a direct role in accepting the person delivering the service.

10.01 As a result of a need for reduction in staff in any non-Customer based position, it is mutually agreed that the following notice periods will apply:

Weeks

Years of Service Notice Period

0 - 1 1

> 1 - 2 2

>2 - 3 3

>3 - 4 4

>4 - 5 5

>5 - 6 7

>6 - 7 8

>7 - 8 9

>8 - 9 10

>9 - 10 11

>10 12

The Company and Union agree that before any reduction in staff takes place in these positions, Employees will be given the following options:

(i) An Employee may displace (bump) another Employee having less seniority in the same, equal, or lower classification providing he/she is qualified for the position; if bumping into a lower classification, the Employee's current salary will be maintained for ninety (90) days from the first day of the notice period; at the end of ninety (90) days the Employee's salary will move into the new rate (the closest rate in the new classification without receiving an increase). Prior to an employee's acceptance of the position offered, he/she may elect options 10.01 (ii) or 10.01 (iii).

Qualified is interpreted as meaning the individual meets Minimum Qualifications for the position.

If, after a minimum familiarization period of two (2) weeks and not to exceed six (6) months in the new position, acquired through 10.01(i), it becomes apparent that the Employee will not be able to qualify, he/she will be terminated, without severance pay.

OR

(ii) An Employee may elect to take layoff, retaining his/her seniority for a time period equal to seniority possessed or two (2) years, whichever is less. An employee on layoff must indicate the type of work that is acceptable for recall purposes. (A person on layoff may only refuse equal or comparable work up to two (2) separate occasions, after which time severance will be paid out immediately). At any time during layoff, the Employee can terminate the 'recall' and request severance. Following the date of layoff, an Employee who neither obtains nor accepts a position within a time period in 10.01(ii), shall be terminated and paid severance per 10.03(i). On termination, such employees are not eligible for either outplacement counseling (10.03 (ii)) nor Benefit coverage (10.03 (iii)).

OR

(iii) Severance as per 10.03(i), (ii), (iii).

10.02 For Customer based positions as a result of a reduction in staff and/or an Employee being displaced due to skills and abilities not acceptable to a Customer, the Company and Union agree to four (4) months notice with one (1) of the following options:

(i) The Employee may select Skills Enhancement at which time a committee would determine the training/learning requirements and objectives that the Employee would agree to. Following this training he/she would select two (2) positions in which he/she would have skills and abilities to meet the job qualifications. (Resume is presented to the Customer for acceptance). If acceptable, the Employee moves to the Customer site. If unacceptable, options in 10.02(iii) and 10.02(iv) will apply. Anytime up to the midpoint of the training/learning period, the Employee may voluntarily withdraw and be paid remaining notice period and severance.

OR

(ii) Employees may displace (bump) another Employee having less seniority in the same, equal or lower classification. (He/she would select two (2) positions in which he/she would have skills and abilities to meet job qualifications. The Employee's resume is presented to the Customer for acceptance). If acceptable, move to Customer site. If, after a minimum familiarization period appropriate to the position, with a minimum of two (2) weeks and not to exceed six (6) months in the new position, acquired through 10.02(ii), it becomes apparent that the Employee will not be able to qualify, he/she will be terminated. If unacceptable other options in 10.02(i), (iii), (iv) will apply.

OR

(iii) An Employee may elect to take layoff, retaining his/her seniority for a time period equal to seniority possessed or two (2) years, whichever is less. An employee on layoff must indicate the type of work that is acceptable for recall purposes. (A person on layoff may only refuse equal or comparable work up to two (2) separate occasions, after which time severance will be paid out immediately). At any time during layoff, the Employee can terminate the 'recall' and request severance. Following the date of layoff, an Employee who neither obtains nor accepts a position within a time period in 10.02(iii), shall be terminated and paid severance per 10.03(i). On termination, such employees are not eligible for either outplacement counseling (10.03 (ii)) nor Benefit coverage (10.03 (iii)).

OR

(iv) Severance as per 10.03(i), (ii), (iii).

10.03 When the conditions introduced in 10.01 or 10.02 require termination of the Employee, severance pay will be paid on the following basis.

(i) Service - Two and one-half (2 1/2) weeks pay for each year or portion of a years service that the Employee has with the Company, to a maximum of seventy-eight (78) weeks, paid out at the regular rate of the last position occupied.

(ii) Outplacement Counseling - the Company will make the services of outplacement counseling available.

(iii) Benefit coverage for Life Insurance, Accidental Death and Dismemberment, Dental (based on the Saskatchewan Provincial fee guide) and Extended Health care for the lesser of three (3) months or severance period for a maximum of \$300.00 of premium.

10.04 Recall Procedures - Permanent and Temporary Employment Opportunities

(i) Full Time Permanent Positions:

Where full time permanent work becomes available (equal or comparable), full time employees will be recalled, provided that they are qualified to do the work available. Any refusal of such available work will be counted as a refusal under Article 10 of the Collective Agreement.

(ii) Temporary opportunities that are of greater length than the employee's notice entitlement:

Where full time but temporary (fixed duration) work becomes available for a period of time which is greater than the employee's notice entitlement under Article 10 of the Collective Agreement, the employee will be offered recall (equal or comparable work that they are qualified to do).

The employee will be advised of the duration of the temporary opportunity. If an employee accepts the available temporary work, another Article 10 letter will be issued to the employee with the notice period equivalent to the notice given in the first Article 10 letter, whether or not it is from a customer to a non-customer based position or vice versa. During the temporary full time opportunity, the recalled employee cannot elect severance. If the employee refuses the available temporary work, a refusal of such available work will be counted as a refusal under Article 10 of the collective agreement.

(iii) Temporary opportunities that are of shorter length than the employee's notice entitlement:

Where full time but temporary (fixed duration) work becomes available for a period of time which is shorter than the employee's notice entitlement under Article 10 of the Collective Agreement, the employee will be offered recall (equal or comparable work that they are qualified to do).

If an employee accepts the available temporary work, his/her recall period will be extended by the length of the temporary work period. Another Article 10 letter will not be issued to the employee, whether or not it is from a customer to a non-customer based position or vice versa. During this recall period the affected employee cannot elect severance.

If the employee refuses the available temporary work, a refusal of such available work will not be counted as a refusal under Article 10 of the Collective Agreement.

(iv) In all circumstances where employees are recalled, they will earn seniority service, vacation credits, sick leave credits and will be entitled to group benefits for the period of time that they work.

10.05 The parties are agreed that disputes between the Company and the Union respecting the interpretation of the application of the layoff and /or recall principles outlined in this Article will be submitted to the named Arbitrator, Mr. Robert Pelton, for an expedited binding decision, without a formal arbitration hearing. This will not preclude an employee's rights under Article 7.

ARTICLE 11 - Promotions, Vacancies, and Probations

11.01 Notice of all new positions or vacancies coming within the scope of this Agreement shall be posted in places accessible to all Employees affected, with copies to be supplied immediately to the Union. All vacant positions provide the Company a transition period of up to four (4) calendar months to assess the workload. If the transition period goes beyond four (4) calendar months, the vacant position is either posted as a permanent position or cancelled. A period of at least seven (7) days but not exceeding thirty (30) days, will be provided for Employees to make application for a posted position. All postings shall set forth the title, rate or range of pay, a description of the position, department and location and the minimum qualifications for the position. A copy of the accepted Letter of Offer will be given to the Union.

11.02 Employees shall be entitled to bid for such positions or vacancies by means of written application. All applications received by a supervisor at any location, on or before the closing date of the job bid, will be accepted. When a position is closed for applications the Company shall, within three (3) working days, forward a duplicate copy of all Employee applications to the Union, along with a summary sheet indicating in order of seniority the Applicants' names, previous positions held and location, education and courses taken.

11.03 (i) Subject to 11.03(iii), all new positions or vacancies shall be filled by the senior qualified applicant, provided that the applicant has the ability and merit required to perform satisfactorily the duties of the position. Qualifications of the applicants will be assessed on the basis of those possessed at the closing date of the job posting. When two (2) or more applicants who qualify under the foregoing have equal seniority, the eldest applicant shall be given preference.

(ii) 1. Where an Employee is qualified at one centre and bids a lateral position in another centre that Employee is automatically qualified for the bid position.

Such vacancies will be filled by the applicant possessing the most seniority and ability of those qualified applicants.

If training of the Employee is required in the new position the Company will provide training and reasonable time for the Employee to become adequately trained.

2. Where an Employee bids a promotion, the Employee must be qualified for the bid position in order to be eligible.

Qualified is interpreted as meaning the individual possesses the necessary skills merit, experience and ability for

the position being bid.

Where there is more than one (1) qualified applicant, the successful candidate will be determined by seniority.

(iii) For vacancies in the classifications of Programmer/Analyst, Analyst, Applications Analyst, Software Analyst, Business Analyst, Applications Consultant, Software Consultant, Business Consultant, Strategic Applications Consultant, Strategic Software Consultant, Strategic Business Consultant, Support Analyst, Advisory Support Analyst, Support Consultant, Production Coordinator, and Production Control Technician which require a degree of judgment beyond what can be adequately described in job specifications, both parties agree to consult and consider each application on its own merit without special emphasis on seniority. Should a solution not be found through this procedure, the provisions of Article 7 shall apply.

(iv) The name of a successful applicant appointed to a position or vacancy shall be posted within thirty (30) days following the closing date of the vacancy posting.

(v) If an appointee is displaced as a result of a grievance on such an appointment, the Company shall pay all normal expenses incurred by such appointee as a result of the appointment.

11.04 An Employee, having accepted appointment to a position within or beyond the scope of this Agreement, shall be allowed a minimum of ninety (90) days in which to prove the capability for filling the position concerned. If such Employee does not prove capable of filling the position concerned with the maximum time allowed, the Employee shall revert to the position previously held with all rights and benefits that would normally have accrued to the Employee had the Employee remained in that former position. The maximum time allowed for proving capability is as follows.

(i) Twelve (12) months from date of appointment for, Programmer/Analyst, Analyst, Applications Analyst, Software Analyst, Business Analyst, Applications Consultant, Software Consultant, Business Consultant, Strategic Applications Consultant, Strategic Software Consultant, Strategic Business Consultant, Support Analyst, Advisory Support Analyst, Support Consultant, and Production Coordinator.

(ii) Six (6) months from date of appointment for all other positions.

(iii) Performance evaluation shall be completed for Employees prior to the mid-point and end of their probation and shall be in writing with a copy provided to the Employee.

11.05 (i) An Employee, having accepted a promotion within or beyond the scope of this Agreement, may prior to proving capability under 11.04, elect to revert to his/her former position with all rights and benefits that would normally have accrued to the Employee had the Employee remained in that former position.

(ii) In the case of a lateral transfer and where mutually agreed between both parties, an Employee may revert back to his/her former position within six (6) months of the appointment with all rights and benefits that would normally have accrued to the Employee had the Employee remained in his/her former position.

11.06 An Employee, having accepted promotion, shall be paid at the applicable rate for the higher position effective on the date of commencing work in his/her position. In no case, however, shall the effective date of the new pay rate be more than one (1) month from the date of the announcement of the appointment unless the starting date is otherwise defined on the job bulletin.

11.07 In the event the Company is seeking applicants for an out of scope position(s), such position(s) shall be advertised in order that Employees covered by this Agreement may be afforded full opportunity to make proper application.

11.08 In the event a position within the scope of this Agreement is vacated and the Company decides not to refill that position, notification of such decision shall be made to the Union, and then, after opportunity for discussion is provided, the announcement shall be made on a job bulletin.

11.09 In the event that the Company does not fill the position or vacancy from amongst its Employees, the Company shall have a further ninety (90) days in which to make an appointment from persons other than Employees of the Company. If no appointment is made within that period and the necessity for filling the position or vacancy still exists, a new bulletin will be issued and posted.

11.10 (i) Every individual admitted to the employ of the Company shall be admitted on probation only and shall continue to such probationary position for a period of time as follows:

(a) The period of time will be twelve (12) months for the positions of Programmer/Analyst, Analyst, Applications Analyst, Software Analyst, Business Analyst, Applications Consultant, Software Consultant, Business Consultant, Strategic Applications Consultant, Strategic Software Consultant, Strategic Business Consultant, Support Analyst, Advisory Support Analyst, Support Consultant, and Production Coordinator.

(b) The period of time will be six (6) months for all other positions.

(c) The above time periods may be extended by mutual consent between the Company and the Union.

(d) Time worked for temporary employees shall be applied towards the probationary period when obtaining permanent job status in the same classification.

(ii) At any time during the initial probationary period an Employee may be dismissed.

(iii) Performance evaluation shall be completed for probationary Employees prior to the mid-point and end of their probation and shall be in writing with a copy provided to the Employee.

ARTICLE 12 - Substitution

12.01 An Employee temporarily assigned to relieve in or to perform the duties of a higher paid classification for one day or more shall be paid for all hours so worked at the rate for the higher classification. Where the higher classification has a pay range, the Employee relieving shall be paid at the step in the range which will ensure that a differential of not less than 5% is paid. Substitutions shall not exceed four (4) consecutive months.

(i) Where an Employee has received differential pay for relieving in a higher position, with a pay range, for an accumulative period equal to the time required to qualify for the next higher rate in the range the applicable higher rate shall be paid that Employee for subsequent period of relief in that position.

(ii) Where practical, the senior incumbent in the lower position in the locale affected will be assigned to relieve in the higher position.

12.02 An Employee designated by the Company to substitute in a position which is beyond the scope of this

Agreement, shall in addition to the Employee's regular wage, receive a differential of 5% of that regular wage for the period involved, or fifty dollars (\$50.00) per month, whichever is the greater. All overtime work will be payable at the applicable overtime rate.

12.03 Definitive action by a Manager to assign an Employee to carry out some or all of the duties of another position is recognized and a necessary way of getting work done. However, substitution occurs only by assignment and neither Employees nor Managers should assume that it takes place without assignment.

The Following are guidelines that should be followed by all concerned regarding substitution:

1. When the work of a temporarily vacated position cannot be held in abeyance until the regular incumbent returns to work, it is the responsibility of the Manager to assign the work to another Employee; this may involve assigning the work to another Employee of the same or higher classification or alternatively substituting an Employee of a lower classification in the higher classification during the period of such temporary vacancy.
2. When the supervision of staff is involved and that function continues to be a requirement during the absence of the regular incumbent, someone should be assigned to substitute in place of the absent Employee.
3. In all cases out-of-scope staff must refrain from doing the duties that are normally done only by in-scope Employees, except where the training of Employees requires demonstration of duties and except when emergency conditions require immediate action.

12.04 An Employee temporarily assigned to relieve in or perform the duties of a lower paid classification shall continue to receive his/her regular rate of pay.

ARTICLE 13 - Pay Rates and Ranges

13.01 The rates of pay contained in Appendix 1 shall be the rates paid to Employees for the particular classification they occupy.

13.02 New Employees will normally start at the minimum rate in the scale for the position, however, new Employees with previous related experience may have their starting rate adjusted as follows:

- (i) With a minimum of two (2) years experience, the second step in the scale.
- (ii) With a minimum of three (3) years experience, the third step in the scale.
- (iii) With a minimum of four (4) years experience, the fourth step in the scale.
- (iv) With a minimum of five (5) years experience, the fifth step in the scale.
- (v) With a minimum of six (6) years experience, the sixth step in the scale.
- (vi) With a minimum of seven (7) years experience, the seventh step in the scale.

13.03 (i) Upon promotion, an Employee will have his/her salary adjusted to the step in the new pay range which will provide a minimum 5% increase provided that the maximum of the new range will not be exceeded.

(ii) Where an Employee bids on a classification in the analyst area that has a lower starting salary than he/she is presently receiving, then that Employee will continue to receive his/her present salary until such time that the rate of pay relating to the length of time spent in the new classification exceeds the Employee's existing rate. At that time the Employee will convert to the rate in the new range. All other benefits will accrue to the Employee.

(iii) Where an Employee in a Clerical or Data Entry position successfully bids on an Operator I or an Operator Trainee position, the Employee's wage will be adjusted under one (1) of the following guidelines:

1. If the Employee holds a position that has a higher top of the range than the Operator I top of the range, the Employee will continue to receive his/her rate of pay until the Operator I rate equals or exceeds that rate. At this time, the Employee will convert to the Operator I range.

2. If an Employee holds a position that has a lower top of the range than the Operator I top of the range, the Employee will move to the step of the Operator I that is nearest to their current range and that is at least equal to their current salary. The increment date will be set to one year from commencement of new duties.

13.04 (i) When an Employee has been involuntarily demoted other than during a probationary period, he/she shall not suffer a loss in wages, however, such Employee will not be eligible for any further rate increases until the steps in his/her new pay range exceed his/her existing rate of pay.

(ii) Where an Employee voluntarily accepts demotion, his/her salary will be adjusted to the step in the new pay range as follows:

(a) Less than one (1) year's related experience, the bottom step.

(b) More than one (1) year but less than two (2) years related experience, the second step in the range.

(c) More than two (2) years but less than three (3) years related experience, the third step in the range.

(d) More than three (3) years related experience, the fourth step in the range.

(e) More than four (4) years related experience, the fifth step in the range.

(f) More than five (5) years related experience, the sixth step in the range.

(g) More than six (6) years related experience, the seventh step in the range.

13.05 An Employee shall be entitled annually to an increment within his/her pay range except that with the mutual agreement of the Union and the Company, an Employee may have his/her increment withheld on the basis of unsatisfactory performance.

Increment dates will be adjusted as follows:

(i) Where the Employee's appointment falls within the period beginning with the first day of the month and ending with the fifteenth (15th) day of the month, the increment date will be adjusted to the first day of that month.

(ii) Where the Employee's appointment falls within the period beginning with the sixteenth (16th) day of the month and ending with the last day of the month, the increment date will be adjusted to the first (1st) day of the following

month.

ARTICLE 14 - Sick Leave and Salary Continuance Plans

14.01 (i) The Company agrees to provide twelve (12) working days of sick leave each year to all Employees. Such sick leave credits will accumulate from year to year commencing October 1, 1979.

(ii) Every Employee who may be absent from duty on account of sickness or injury shall ensure notification of the immediate supervisor at once, and no Employee shall be entitled to benefits previous to such notification unless the delay shall be shown to have been unavoidable and satisfactory evidence of disability is furnished.

(iii) The certificate of a duly licensed medical practitioner may be required before an Employee can avail him/herself of sick leave credits.

(iv) In the event an Employee is receiving Short Term Disability Benefits and because of previous certified illness has a time period where casual sick leave is not available to provide continuous benefits, the employer will provide sick leave with pay.

14.02 The Company agrees to provide a salary continuance plan. The details are:

(i) Benefits from the plans will be 70% of basic salary.

(ii) A waiting period of fourteen (14) calendar days will apply before benefits under the Short Term Disability Plan commence. The Long Term Disability Plan benefits commence after seventeen (17) weeks of continuous disability.

(iii) The Company agrees to supplement the Short Term Disability Benefits up to a maximum of 100% of basic salary provided that the Employee has sufficient sick leave to his/her credit.

(iv) Employees on leave without pay, or temporary layoff, will continue to be covered under the plans for a period of up to one (1) year.

NOTE: Recurring disabilities will be treated as a continuation of the same disability if the occurrence of disability is separated by a return to work of less than two (2) weeks (however, the qualifying period will be extended by the number of days worked)

Full benefits are reinstated on return to active employment in the case of a new disability.

The payment of benefits can only cease on the date of layoff or separation when the disability started within the two (2) months preceding this date, and that notice of layoff or separation was given prior to the beginning of the disability. In all other situations relating to layoff or separation, benefits must be paid for the lesser of the duration of the disability or fifteen (15) weeks.

ARTICLE 15 - Safety and Health

15.01 The Company shall make reasonable provision for the safety and health of the Employees during the hours of their employment and provide protective devices and other equipment being necessary to protect Employees properly from injury and industrial illness, and the Union may from time to time bring to the attention of the

Company, recommended suggestions in this regard. Such matters shall be subject to negotiation between the Company and the Union.

15.02 The Company and the Union agree to participate in Dental, Medical, Life Insurance, and Accidental Death and Dismemberment plans with the cost of the plan to be borne by the Company.

15.03 The Company and the Union agree to establish and maintain a mutually satisfactory Employee and Family Assistance Program for all Employees who may require assistance with problems which may or may not arise out of the workplace. Relevant terms of reference of the program are contained in the Employee and Family Assistance Program guidelines.

ARTICLE 16 - Holidays

16.01 The following days shall be observed as paid holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and one float day per contract year. This day will be determined between an Employee and his/her supervisor.

16.02 The observance of the above holidays may be made on days other than the calendar date, when so proclaimed by provincial or civic authority, or upon mutual agreement between the Company and the Union.

16.03 When an Employee works on any holiday, such Employee shall be paid at double the regular rate of pay for all time worked, in addition to a day's pay for the holiday.

16.04 Except by mutual agreement, no Employee will take time off in lieu of pay for a holiday.

ARTICLE 17 - Annual Vacations

17.01 Vacation entitlements shall be calculated from January 1 to December 31 of the same year.

17.02 Employees shall be entitled to vacation leave with pay as follows:

(i) New Employees with less than one year of seniority will be credited with 1 1/4 days per month for each completed month from date of hire to calendar year end, adjusted as per 13.05.

(ii) Employees who will complete one year but less than ten (10) years of seniority in the calendar year shall be entitled to fifteen (15) days vacation leave.

(iii) Employees who will complete ten (10) years but less than nineteen (19) years of seniority in the calendar year shall be entitled to twenty (20) days vacation leave.

(iv) Employees who will complete nineteen (19) years or more of seniority in the calendar year will be entitled to twenty-five (25) days vacation leave.

(v) Employees who will complete twenty-five (25) years or more of seniority in the calendar year will be entitled to thirty (30) days vacation leave.

17.03 When a holiday falls within an Employee's annual vacation, the Employee shall be entitled to an additional

day's pay or may request an additional day off in lieu of the holiday. Such day off may be consecutive with the vacation period or at some other time mutually acceptable to the Company and the Employee.

17.04 Every effort shall be made to ensure that annual vacation leave may be taken each year as requested by the Employee, availability of staff permitting. Annual vacation schedules shall be agreed to by the Employees, and submitted to their supervisor by May 1 of each year. Failure on the part of the Employee to request their vacation time by May 1st may result in the supervisor assigning the Employee's annual vacation period.

17.05 An Employee taken ill or meeting with an accident immediately prior to the period in which such Employee has been scheduled to take vacation, shall be allowed to postpone said vacation to a later date.

17.06 If an Employee's vacation is interrupted by illness or injury that requires hospitalization or confinement to bed under a doctor's care, such hospitalization or confinement time shall be considered as sick leave upon satisfactory evidence.

17.07 An Employee's vacation credits shall not be reduced as a result of being a victim of a compensable accident.

17.08 An Employee shall be allowed to bank one (1) week's vacation, calculated as above, and in the case of special circumstances, up to two (2) weeks, calculated as above, provided that such request is made at the time of a normal vacation request for holidays.

17.09 An Employee shall be allowed to take a part of his/her vacation provided that the Employee shall provide reasonable notice of such intent.

17.10 If an Employee's vacation is interrupted by reason of pressing emergency, as per 6.05(i), such Employee shall notify his/her supervisor as soon as possible after which the Employee will comply with 6.05(i). The Employee and supervisor will reschedule the remainder of the Employee's vacation as per Article 17.

ARTICLE 18 - Payment of Wages

18.01 All Employees shall be paid their regular wages, less deductions, on a semi-monthly basis, on the fifteenth (15th) of each month and the last day of each month.

18.02 If a regular pay day falls on an Employee's day of rest, a holiday, or vacation, such Employee shall be paid during the forenoon on the day prior to the days of rest, holiday, or vacation.

18.03 The Company shall provide to each Employee on the pay day of each month an itemized statement indicating the Employee's total earnings and the amount and nature of all deductions made.

ARTICLE 19 - Hours of Work

19.01 (i) Effective January 1, 1993, subject to 19.02, shift workers will be scheduled to work five (5) days at eight hours and thirty minutes (8 1/2 hours) per day for seven (7) weeks and will then receive the eighth (8th) week off in an eight (8) week cycle.

(ii) Effective January 1, 1993, subject to 19.02, all classifications except shift workers, will, under a flex-hour arrangement, work seventy-five (75) hours over a two (2) week period and may elect to complete the required

hours during nine (9) working days in this same two week period. Any hours worked outside the Employee's mutually agreed flex hours are to be considered overtime.

(iii) Notwithstanding the foregoing, at the Employee's request and with the supervisor's approval, and mutually agreed between the Company and the Union, an Employee may be scheduled to work five (5) days of seven hours and thirty minutes (7 1/2 hours) each week.

19.02 All work schedules shall be mutually agreed between the Company and the Union. Such agreement will not be unreasonably withheld if it thereby affects the efficiency or service of the Company.

19.03 Normal range of day hours of work shall be considered as from 8 a.m. to 12 noon and 1 p.m. to 5 p.m. except as otherwise mutually agreed between the Company and the Union.

19.04 All Employees shall be allowed two (2) rest periods of fifteen (15) minutes per day.

19.05 If an Employee is on overtime between the hours of 2:00 a.m. and 6:00 a.m., the Employee will be entitled to six (6) hours rest before having to report back to work.

If the Employee works past 8:00 a.m., the Employee reverts to regular rate of pay at 8:00 a.m. until 10:00 a.m., at which time the Employee must cease work for the rest of the day or go back onto overtime rate of pay.

19.06 Twelve Hour Shifts - Each item agreed to follows herewith:

(i) This Article covers twelve (12) hour shifts for only the computer operations staff at ISM Canada.

(ii) Each Operations staff member shall work three twelve (12) hour shifts per work week providing full twenty-four (24) hour a day, seven (7) days a week coverage. The three (3) twelve (12) hour shifts will be consecutive. A minimum notice of four (4) calendar days is required to change an Employee's regularly scheduled shift. If this notice is not provided, overtime rates will apply for a maximum of three (3) shifts. A work week is defined as 7:00 a.m. Sunday to 7:00 a.m. Sunday.

(iii) For all staff working a twelve (12) hour shift, vacation, sick leave and leave of absence are to be based on an eight (8) hour day. This means, for example, a staff member missing a twelve (12) hour shift due to illness must claim one and one half (1 1/2) days of sick leave. It also means that a staff member taking a day of vacation must claim one and one half (1 1/2) days of vacation leave.

(iv) A staff member working on the twelve (12) hour shift system who is:

- scheduled to work and working on a statutory holiday will receive his/her regular pay plus overtime for each hour worked,

- scheduled to work, but not working on a statutory holiday will receive his/her regular pay,

- not scheduled to work on a statutory holiday will receive another twelve hours off in lieu.

(v) Shift differential will be paid for all shifts worked at a rate of one and one half (1 1/2) times the current rate as outlined in 21.01.

(vi) Staff on the twelve (12) hour shift system will be granted three (3) rest periods of fifteen (15) minutes per shift, but two (2) will be used. The third rest period will be added to the fifteen (15) minute shift overlap and used as a one half (1/2) hour lunch break as illustrated for example purposes below:

07:00 / 10:00 / 13:00 / 16:00 / 19:15

rest period lunch rest period overlap

(15minutes) (30minutes) (15minutes) (15 minutes)

(vii) For staff on twelve (12) hour shifts 23.01 (iii) shall be interpreted using thirteen (13) hours of overtime rather than nine (9) except for short notice situations.

ARTICLE 20 - Overtime

20.01 All time worked in excess of an Employee's regular working hours shall be defined as overtime. All assigned overtime shall be paid in accordance with 20.02.

20.02 All overtime will be paid at twice regular rates of pay. If an Employee elects to take time off in lieu of overtime pay, it shall be taken at twice the number of hours worked on overtime.

The minimum overtime paid in the case of a call back will be one and one half (1 1/2) hours (3 hours pay).

20.03 An Employee required to be on standby shall receive 8 1/2% of regular hourly salary for each hour they are on standby.

ARTICLE 21 - Shift Differential

21.01 In addition to regular rates of pay, shift Employees shall be paid \$1.10 per hour for all hours worked outside of 7:00 a.m. to 7:00 p.m.

21.02 Effective January 1, 1993, an additional \$25.00 per scheduled shift will be paid as weekend shift premium for shift employees who work any of the four (4) weekend shifts. There will be no weekend shift premium on overtime or statutory holidays. Four (4) weekend shifts are Saturday 7:00 a.m. to 7:00 p.m., 7:00 p.m. to 7:00 a.m. Sunday; Sunday 7:00 a.m. to 7:00 p.m.; and 7:00 p.m. to 7:00 a.m. Monday.

Effective October 1, 1993, an additional \$17.30 per scheduled day will be paid as weekend shift premium for Operators who work the Help Desk on any weekend. There will be no weekend shift premium on overtime on statutory holidays. Weekend shifts on the Help Desk are Saturday and Sunday for 8.3 hours per day.

21.03 For shift employees scheduled to work and working December 24 and/or December 31 commencing at 3:00 p.m. or later and ending after 11:00 p.m., all time will be paid at twice regular rates of pay.

ARTICLE 22 - Occupational Classifications, Upgradings, and Downgradings

22.01 Occupational classifications and rates of pay therefore shall be as in the attached schedule of rates and form part of this Agreement.

22.02 The Company agrees that the rate of pay and working conditions for any new or altered classifications will be the subject of negotiations at any time during the term of this Agreement. The result of such negotiations will be reduced to writing, signed by both parties, and form part of this Agreement.

22.03 In the event the Company intends to abolish an existing classification, the Company shall consult with the Union before any action on such matter takes place.

22.04 Provided that the Company and the Union mutually agree, any position covered by this Agreement may be reclassified during the term of this Agreement. (Note: Position is defined as a range of duties being performed by a particular Employee). All requests for reclassification submitted by the Company to the Union or by the Union to the Company shall be governed by the following:

(i) Reclassification upward shall mean moving a position from its present rate of pay or pay range to a higher rate of pay or pay range as a result of the assignment of higher level duties.

(a) When a position has been reclassified upward because of the gradual assignment of higher level duties over a period of time, the incumbent will have his/her salary adjusted to a step in the new pay range that will provide a minimum of 5% salary adjustment provided that the maximum of the new range is not exceeded.

(b) When a position is reclassified upward as a result of higher level duties being assigned at a specific time, the position will then be advertised, unless by mutual agreement it is decided to reclassify the present incumbent. In the latter case the incumbent will have his/her salary adjusted to a step in the new pay range that will provide a minimum 5% increase provided that the maximum of the new range will not be exceeded.

(c) New increment dates covering Employees who have been reclassified will be established in accordance with 13.05.

(d) It is agreed that upward reclassifications may also involve the changing of job titles.

(ii) Reclassification downward shall mean moving a position from its present rate of pay or pay range to a lower rate of pay or pay range as a result of lesser duties and/or lesser skills being required to perform the job.

An incumbent in such a position will not suffer a loss in wages, however, such Employee will not be eligible for any further increases in pay until the steps in the new pay range exceed the Employee's existing rate of pay. Every effort will be made to transfer the incumbent to a new position so that the Employee's earning capacity is not impaired.

(iii) All requests for reclassification must be accompanied by detailed reasons in writing. Each will be investigated and discussed objectively without undue delay and the effective date of implementation will be the date the request was first submitted in writing by the Union to the Company or by the Company to the Union.

ARTICLE 23 - Sustenance

23.01 (i) Employees required to be away from their designated headquarters will be reimbursed according to a Company schedule or 'actual and reasonable' expenses with receipts.

(ii) Employees who are required to remain at work for more than one (1) hour beyond their regular working hours shall have supplied to them an appropriate meal immediately and an additional meal every four (4) hours

thereafter.

(iii) Employees who are required, on a normal day of rest, to be at work for more than nine (9) consecutive hours of overtime, shall be supplied with a meal at the completion of the nine (9) hours and an additional meal every four (4) hours thereafter.

ARTICLE 24 - Protective Clothing

24.01 The Company agrees to provide protective clothing for Employees at time of work when regular clothes would become abnormally dirty or may become damaged.

ARTICLE 25 - Court Duty

25.01 The Company agrees to make up the difference between the Employee's regular wages and remuneration received by such Employee subpoenaed as a Witness or called to serve on a Jury Panel.

ARTICLE 26 - Accident Compensation

26.01 When an Employee is injured while working for the Company, and as a result qualified for full compensation under the provisions of the Workers Compensation Act, the Company shall pay such an Employee for up to a maximum of one (1) year, an amount which, when combined with the Workers Compensation payment, shall ensure the maintenance of the Employee's regular basic wage less the amount of the Employee's normal income tax deduction. Any negotiated wage increases or salary increments that the Employee would have normally been entitled to while in the classification held prior to the injury shall be included as part of the regular basic wage.

In the event that the Workers Compensation Board payments are reduced and the Employee refuses to accept light duties as recommended by the Workers Compensation Board, the Company's payment may be proportionately reduced.

26.02 Pending receipt of payment from the Workers Compensation Board, an Employee shall receive advances up to the amount of the Employee's normal earnings, less income tax deductions.

26.03 (i) If an Employee incurs a disability (arising from accident injury) which prevents resumption of work in the occupation held prior to the injury and such Employee is capable of carrying out other duties, the Company and the Union may, notwithstanding the provisions of Article 11 of this Agreement, mutually arrange the establishment of said Employee in a position suitable to the circumstances, having at all times in mind the obligations of the Company and the Union to all other Employees in the Company.

(ii) A permanent joint committee of representatives of the Company and the Union shall be formed to deal with all such cases and shall be known as the Occupational Health and Safety and Rehabilitation Committee.

An Employee who is unable to continue to work in the position presently held, due to sickness, accident, or physical disability that is not covered by the Workers Compensation Act, shall also be dealt with by the Occupational Health and Safety and Rehabilitation Committee.

ARTICLE 27 - Joint Company - Union Committees

27.01 The Company agrees to the payment of regular time to Employees engaged in any Company and Union Dialogue Committee and Occupational Health & Safety Committee work and to reimburse them for any necessary traveling and living expenses when away from their headquarters location. Members of the joint Dialogue and OH&S Committees shall be allowed reasonable time during working hours for the purpose of attending to business arising out of the Joint Dialogue and OH&S Committee work.

27.02 Joint Company-Union Committees:

Occupational Health and Safety and Rehabilitation Committee: As per the Occupational Health & Safety Act. The Committee will be a minimum of two (2) and a maximum of twelve (12) Employees with at least half of the committee representing workers selected by the Union. This Committee will use the Occupational Health Act and the Occupational Health Committee Code of Practice as their guidelines for operation. In addition, the Committee will also assist Employees who, through illness or injury, are unable to function in their classification.

Affirmative Action/Employment Equity Committee: The Company and the Union agree that the development of programs to facilitate the entry and progression of the disabled, women, and persons of native ancestry within the Company is a socially desirable objective. This joint committee shall have responsibility for making recommendations toward the development and implementation of an Affirmative Action Program.

The company and union agree to meet quarterly to discuss the use of sub-contractors. The company shall supply the following information: How many sub-contractors are contracted by ISM Canada, who they are, roles they are performing, location and length of engagement.

Dialogue Committee: The Committee will be five (5) Company representatives and five (5) Union representatives. The co-chairs are the Human Resources Operations Manager and the Union President. This committee will continually upgrade the working relationship between all ISM Canada Employees by:

- communicating effectively
- promoting change
- solving problems expeditiously
- reducing conflict, and
- building rapport

in such a way that trust, morale, organizational harmony, flexibility and competitiveness are constantly improving so that the process continues to increase its contribution to people and business excellence at ISM Canada. The committee shall meet at the request of either party.

The Union will have access to financial information (once public) upon request.

Part-Time and Temporary Utilization Review Committee, Flexible Benefits Review Committee, Workplace Enhancement Committee, EFAP Committee, Affirmative Action/Employment Equity Committee, Training and Career Pathing Dialogue Committee: the parties agree that these matters will be discussed and decided by the Dialogue Committee.

Training and Career Pathing Dialogue Committees: These committees will be combined and known as the Training Committee. The parties agree that the Training Committee's mandate will include changes in technology matters and career pathing. This Committee shall meet at the request of the Union or the Company to provide information and jointly resolve any problems that either party may have in relation to any plans of the Company in automation of technological advances that may affect the Employees.

ARTICLE 28 - Application and Interpretation of this Agreement

28.01 When matters are submitted by either party to the other with respect to the application or interpretation of this Agreement, such submission shall be the subject of negotiations between the parties and a supplementary document shall be executed by accredited representatives of the Company and the Union.

ARTICLE 29 - Duration of Agreement

29.01 This Agreement shall be effective January 1, 2001 and shall remain in force and effect up to December 31, 2003, and from year to year thereafter, but either party may not less than thirty (30) days nor more than sixty (60) days prior to the termination date hereof, give notice in writing to the other party to terminate this Agreement or to negotiate a revision thereof.

29.02 The party giving notice in accordance with 29.01 shall at the same time, when such notice is issued, indicate a date on which the said party suggests that negotiations commence. It is understood and agreed however, that such date for the commencement of negotiations shall not be more than twenty (20) days following the receipt by the one party to the other of the notice to negotiate.

29.03 At the first meeting of the parties for the commencement of negotiations the Union shall submit in writing to the Company the Union's proposals in respect to revisions of the Agreement and the Company shall submit in writing to the Union such proposals that the Company wishes to make to the Union in respect of revisions. It is clearly understood between the parties that only such items that are submitted in writing by either party to the other at the first meeting mentioned above shall be subject to negotiations.

ARTICLE 30 - Service Pay

30.01 Upon retirement, due to fulfillment of the required length of service or due to failing health, Employees with at least fifteen (15) years of service shall be paid service pay at the rate of one (1) day's pay for each year of service calculated at the Employee's regular rate of pay at date of retirement.

ARTICLE 31 - Cost-of-Living Adjustment

31.01 For the term of this Agreement there will be no cost-of-living adjustment.

ARTICLE 32 - Moving Allowance

32.01 (i) An Employee whose headquarters is changed as a result of a promotion, demotion, or transfer, where it is mutually agreed shall be allowed reasonable expenses for the transportation of the Employee's household goods and for the transportation and sustenance en route of the Employee, the Employee's spouse and children, plus sustenance for the Employee at the established rates for that number of days up to, but not exceeding thirty (30) at headquarters during which the Employee has not been able to secure for the Employee's family a self-contained domicile.

(ii) In special circumstances, an Employee with dependents may claim for the Employee's family a maximum of two days sustenance at regulation rates at the new headquarters.

(iii) Notwithstanding the scale of allowances provided in (i) and (ii), an Employee who contracts for board and/or room in a private residence shall not receive more than the Employee is out of pocket under any circumstances.

32.02 An Employee whose headquarters are changed as a result of involuntary transfer shall, in addition to all allowances provided by 32.01 above, be entitled to the following benefits.

(i) Up to four (4) days leave with pay for purposes of obtaining residence at the new headquarters.

(ii) Normal travel and sustenance allowances for the Employee and spouse, if applicable, during the period of leave referred to above.

(iii) Temporary storage of household goods for a period of up to one (1) month, where necessary.

(iv) An incidental relocation allowance of \$200 (no receipts required) to cover such items as appliance hook-ups, drapery and floor covering alterations, etc.

(v) Subject to documentation, the payout of a housing lease if the lease cannot be terminated without cost to the Employee.

ARTICLE 33 - Temporary and Part-Time Employees

33.01 (i) Temporary Employee - a new hire for term(s) or task(s) or to replace another Employee, and will not exceed eighteen (18) calendar months.

(ii) A Letter of Offer is to be prepared outlining the conditions of employment and the Union is to receive a copy once temporary employment has been accepted. The Letter of Offer must contain a standard paragraph inviting Temporary Employees to apply for any and all Permanent positions as they arise.

(iii) At the end of fifteen (15) calendar months the Union is to be notified by the Company of the status of the Temporary Employee.

(iv) If the temporary position becomes permanent it must be posted. The posting will be open to all Employees including Temporary Employees and will be filled as per Article 11.

(v) Temporary Employees shall be entitled to an increment upon becoming permanent, but not prior to twelve (12) months.

(vi) All Temporary Employees will be eligible for vacation and sick leave benefits. Temporary service will be applied to waiting period(s) for other benefits upon becoming permanent.

33.02 Summer and Co-op Students

(i) Summer and Co-op students are hired in any classification as part of their educational process.

(ii) Summer Employees will be hired for a maximum period of five (5) months continuous service, between April 1 to September 30.

(iii) Employees hired as Summer and Co-op students will not begin to accumulate seniority until they have completed sixty-five (65) working days. They will be considered external applicants on job postings. If successful on securing a position with the Company, seniority will be bridged back to date of hire providing there is no break in service.

(iv) The terms of employment under which the Employee is hired will be stated in the Letter of Offer and a copy of this letter will be forwarded to the Union.

(v) Such Employees shall receive a pay differential of ten percent (10%) in lieu of fringe benefits in addition to regular pay.

(vi) Salary schedule of Summer Students:

First year student..... \$ 9.32

Second year student..... \$ 9.66

Third year student..... \$10.00

Fourth year student..... \$10.33

33.03 (i) A Part-Time Employee is a permanent Employee who works less than full time hours.

(ii) All Part-Time Employees' seniority will count toward increments.

(iii) If a Part-Time Employee bids into a lower classification and is accepted, they will maintain their step in the new pay scale.

(iv) If a Part-Time Employee bids into a higher classification and is accepted, then Article 11 shall apply.

(v) Benefits for Part-Time Employees, upon completion of six (6) months of seniority shall be as follows:

- Less than thirty (30) hours per week – 50% of full-time benefits;

- Thirty hours (30) or more per week - 100% of full-time benefits.

(vi) Overtime rates shall apply to Part-Time Employees who are scheduled to work with less than twelve (12) hours notice, except in Operations Department where Part-Time Employees can be called in on shorter notice for sick leave, pressing emergency replacements or business needs beyond the control of the Employer.

(vii) Extra shifts will be offered based on seniority.

(viii) Effective 1996, a maximum of two (2) summer positions will be offered to Part-Time Employees based on seniority.

(ix) There shall be no casual Employees.

ARTICLE 34 - Management Function

34.01 It is agreed that the Company shall have all the usual and normal rights and functions of management, including:

- (a) All rights to manage the business of the Company including the right to plan, direct and control the Company's operations and to direct the working force;
- (b) The right to maintain and improve the efficiency of the operation;
- (c) The right to hire;
- (d) The right to discipline, demote, suspend or discharge Employees for just and sufficient cause, and to promote, transfer or lay off Employees;

provided that none of the foregoing powers, rights, or functions shall be exercised by the Company so as to be in contravention or violation of any specific provision or provisions as set forth in this Agreement.

ARTICLE 35 - Union Orientation

35.01 (i) The Union's orientation program is to familiarize the new Employees with the Union. The Union President, or designate, may spend up to one hour with new Employees during their first week of employment. The Union President, or designate, may also spend one (1) hour with Employees in the same month they complete their probationary period.

(ii) The Company will make available a meeting room and audio-visual equipment. The development of this program and the travel time required by the Union will be at the expense of the Union.

35.02 The Company agrees to provide the Union opportunity to familiarize the out-of-scope employees about the Union. The process and frequency of these session(s) will be reviewed and determined through Dialogue.

ARTICLE 36 - Benefits and Policies

The following benefits and policies have been negotiated by the Union and as such cannot be changed without agreement by the Union:

- Pension Plan
- Dental Plan
- Medical Plan
- Short Term Disability
- Long Term Disability

- Life Insurance
- Accidental Death and Dismemberment
- Educational Leave Policy
- Parking Policy
- Bus Pass Policy
- Group RRSP

Corporate Eye Glass Plan - Effective July 1, 1995, the Company and the Union agree to participate in the ISM Canada Corporate Eye Glass Plan with the Employee cost only to

be borne by the Company.

ARTICLE 37 - Anti-Discrimination

37.01 ISM Canada and CEP Local 911 recognize the importance of maintaining a work environment that is safe and free of harassment. We consider it our responsibility to protect the human rights and dignity of all employees. Furthermore, ISM Canada acknowledges its duty as an employer to ensure that its employees are not exposed to harassment at their place of employment.

37.02 There shall be no discrimination or harassment of any kind, particularly with respect to age, race, religion, creed, colour, place of origin, citizenship, sex, sexual orientation, marital or family status, pregnancy, disability, nationality, ancestry, record of offenses, membership or activity in the Union or any other reason prohibited by law, subject to reasonable occupational requirements.

37.03 Nothing in this Article shall prevent an employee's right to file a grievance as per Article 7, however, once the option to have a formal investigation has been made, no grievance shall be filed until such investigation is complete and a report has been rendered. All efforts will be made to ensure that any proceeding which may include a formal investigation and subsequent report are executed within a reasonable time. Grievances filed under this Article shall commence at the last step of the grievance procedure.

37.04 Nothing in this Article is intended to discourage or prevent an employee from exercising any other legal rights pursuant to any other law.

ACCEPTED BY: ACCEPTED BY:

ISM Information Systems Communications, Energy

Management Canada Corporation and Paperworkers Union

of Canada, Local 911

Richard McAllister Gary Schoenfeldt, President

Val Wollbaum Mike Beurivage, Vice President

John Olson Wendy McCaw

Keith Beurivage Michelle Predenchuk

Mike Wainwright Doug Anderson

Labour Relations Manager National Representative

APPENDIX 1 - Wage Schedule

Hourly rates calculated as follows: (monthly salary x 12) ÷ 52 ÷ 37.5

Effective January 1, 2001

**Appendix
1**



**Wage
Schedule
-
effective
January
1, 2002**

Appendix

**Wage
Schedule
-
effective
January
1,
2003**



**APPENDIX
2**

**PARTIAL
LEAVE
OF
ABSENCE**

1. The Employee shall submit a written request to the Partial Leave Committee not less than ninety (90) calendar days prior to the proposed commencement of the partial leave stating the

reason for and the total duration of the leave being requested. This must be signed by both the Employee and his/her manager.

2. This leave is restricted to a one (1) year term but is renewable. Further, once the first leave period has been granted, applications for subsequent renewals shall not be refused without showing just cause for such refusal.

3. The Employee must notify the committee of any change in intent to remain on partial leave at the earliest possible time.

4. This leave will be restricted to Employees with a minimum of one (1) year of service with the Company. It is suggested that the total number of Employees on partial leave of absence not exceed 10% of the total staff of the Company.

5. For the period of the partial leave the following terms and conditions apply:

A. Seniority already accumulated is maintained and continues to accrue by hours worked for the duration of the leave.

B. Salary increments will rely upon composite full days of work and eligibility for pay increments will be granted upon completion of each composite year of work.

C. Service time for vacation entitlement will accumulate by calendar years served.

D. Vacation, float day, and sick time credits will be prorated by how many would be earned. Any vacation or sick time used prior to approval of a partial leave which will not be earned in the contract year must be repaid to the Company in either service or cash.

E. All benefits not previously mentioned in this article will continue as for full-time Employees for the full one (1) year period. This is to say that full benefits are maintained and deductions for these same shall continue to be made at the full rate. In subsequent years benefits will continue at full time rates except where prohibited by external agencies. Employees will remain covered by the salary continuance plan for the duration of the leave.

F. The Employee, his/her manager and the committee must negotiate a mutually agreed to work schedule that will define the hours of work for the Employee during the period of the partial leave. This work schedule will set out the amount of advance notice required by the Employee for work outside of the mutually agreed to hours to be considered as straight time instead of overtime. The work schedule can be changed only with the consent of all parties involved.

G. Both Union and Management approval is required to terminate the partial leave agreement prior to its expiration. Notification of intent to terminate must be given to the committee a minimum of 90 calendar days in advance of the desired termination date.

H. A leave shall not be terminated prior to ninety (90) calendar days from its inception so as to give the partial leave agreement an opportunity to work.

I. The Employee who has been granted a partial leave is in no way restricted from applying for posted positions. However, should the Employee accept a position in a work unit other than the work unit he/she was in at the time the leave was granted, the partial leave agreement is deemed to have been voluntarily terminated. The Employee is free to apply for a new partial leave of absence without pay. If both the Employee and the manager of the prospective new work unit are in agreement that the Employee should continue on with the partial arrangement, then the committee may waive the ninety (90) day application acceptance period.

J. Upon expiration of the partial leave of absence the Employee shall revert to full time with no loss of seniority or benefits already accumulated.

K. Those Employees, listed below, who currently hold positions defined in their terms of employment as other than full time will continue to work under their existing Agreements, with the option to change to this policy if they so desire. These positions will no longer exist once vacated by the incumbents.

L. Employees currently holding positions defined as other than full time are Shirley Cameron, Carol Chernishenko, and Mary Anne Summers.

M. Requests for partial leave of absence other than fifty (50) percent shall be considered by the committee on a case-by-case basis.

This Memorandum, for the staff affected, must be given consideration in conjunction with the terms and conditions of the current Agreement, in all Union/Management issues.

APPENDIX 3

ANALYST TRANSFER

Upon mutual agreement between the Company and the Union, Analysts shall be given the opportunity to transfer laterally to other Analyst positions throughout the Company without the job posting procedure outlined in Article 11, Sections 11.01, 11.02, and 11.03 (i), (ii), and (iii), subject to the following:

1. Article 11, Section 11.03 (iv) and beyond shall remain in effect.
 2. The Company shall post Employees monthly on:
 - a) Current and upcoming vacancies in the Company;
 - b) Job qualification changes;
 - c) All Employee transfers; and
 - d) Company organization, current and future.
 3. The Company shall update the Union Executive monthly on:
 - a) Employees' requests for transfer and
 - b) Employees transferred.
 4. The Company shall give Employees not only the opportunity but also the encouragement to discuss their futures with their managers or with a representative from Human Resources who will then ensure action.
 5. Upon receipt of reasonable notice, this Appendix may be dropped by the Company or by the Union, at which time Article 11 shall prevail.
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APPENDIX 4

ARTICLE 10

It is agreed that Article 10 shall refer to Customer and Non-Customer based positions for staff reduction.

It is agreed that Qualified under Article 10 will mean 'The Individual Meets Minimum Qualifications' with the

mutual understanding that for remaining classifications, minimum

qualifications will be revised by December 31, 1994 to take effect January 1, 1995.

It is also agreed that 'Notice Period' under Article 10 will be deemed a working period unless mutually agreed to between the Company and the Union that notice period is replaced with a payment in 'lieu of notice'.

It is also agreed in the bump scenario 10.01(i), an Employee may elect from Customer to Non-Customer based position and vice versa as long as minimum qualifications are met and the Employee would then fall under the relevant article.

APPENDIX 5

CROWN / CANADA LIFE

And

SaskPower Help Desk Hours

Crown / Canada Life

It is agreed for any Employee whose place of work is the Crown / Canada Life site and initiated by the Customer, the following conditions may be applied subject to 19.02.

1. Employees can be scheduled to work five (5) days of seven hours and thirty minutes (7 1/2 hours) each week.
2. The allowance of minimum flex time for set hours.
3. All weekend work after five consecutive working days is paid as overtime.
4. With every alternate Friday worked, the Employee will bank one (1) hour of time to a maximum of three (3) days per year.

SaskPower Help Desk Hours

The parties are agreed that the normal hours of operation for the SaskPower Help Desk will be from 6:00 a.m. To 10:00 p.m. Monday to Friday, effective July 19, 1999. Employees working in this Department will continue to work 8.3 hours per day as per 19.01 (ii) of the collective bargaining agreement, and are eligible for shift differential as per 21.01. Such employees are eligible for standby and call back pay.

APPENDIX 6

EFAP DESCRIPTION, POLICY AND PROCEDURES

ISM Information Systems Management Canada Corporation (ISM Canada) and the Communications, Energy and Paperworkers Union of Canada Local 911 (CEP) recognize that the pressures of today's society may result in individuals experiencing personal, family, social and health problems. As these problems could adversely affect the quality of a person's well-being, home life, as well as job performance, both ISM Canada and the CEP wish to foster and maintain an attitude of support toward Employees and to offer assistance.

1. The primary purpose of the program is to assist Employees who are experiencing personal problems which could affect their well-being, home life and/or job performance.
 2. The program is entirely voluntary. The decision to accept or reject referral for assistance is the personal responsibility of the Employee.
 3. No Employee will have either job security or promotional opportunities jeopardized by a request for assistance or referral to any helping source.
 4. Confidentiality of records and discussions and a respect for privacy of the individual will be strictly maintained.
 5. The program is also available to an Employee's immediate family, if they should so desire on a voluntary and confidential basis.
 6. The program does not constitute a waiver of the Company's right to manage or the Union's right to grieve as contained in the Collective Agreement.
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APPENDIX 7

Letter of Understanding

Skills Enhancement Committee

Article 10.02(i)

The parties are agreed on the following guidelines for any Skills Enhancement Committee required pursuant to Article 10.02(i) of the Collective Bargaining Agreement:

Purpose: The Skills Enhancement Committee will provide the foundation for an Employee to enhance their employability by development of a personal and/or technical improvement plan to meet marketplace demand with the goal of successful client placement.

Terms of Reference: The Skills Enhancement Committee will be co-chaired and will be comprised of a maximum of six individuals, including two (2) Management representatives, two (2) Union representatives, the Employee affected and an outside agency career counselor. The Committee will maintain confidentiality of matters discussed. The Committee will establish a training plan and a budget. The budget requires approval by the Director of the Employee's work area. The Committee's mandate will not exceed four (4) months, which is the notice period under which the training will occur. Training determined by the Committee will not be a replacement for regular training/learning. The Employee must be available for training, with the exception of pre-scheduled holidays or an extended illness.

APPENDIX 8

ISM CANADA HARASSMENT POLICY

ISM Canada is committed to providing a positive working environment for all employees. ISM Canada is dedicated to the prevention of harassment and the promotion of a safe environment in which all employees work together on the basis of mutual trust, support and respect. Every employee is entitled to employment free of harassment and discrimination. ISM Canada considers discrimination to be a form of harassment.

Any act of harassment is unacceptable conduct and will not be tolerated. All harassment complaints will be taken seriously and investigated in a confidential and impartial manner.

HARASSMENT

Harassment means any objectionable conduct, comment or display by a person that:

- i) is directed at an employee;
- ii) is made on the basis of age, race, religion, creed, color, place of origin, citizenship, sex, sexual orientation, marital or family status, pregnancy, disability, nationality, ancestry, record of offenses, membership or activity in the Union or any other reason prohibited by law, subject to reasonable occupational requirements.
- iii) constitutes a threat to the health or safety of an employee.

Harassment may or may not be deliberately intended.

DISCRIMINATION

No ISM Canada employee shall discriminate against another ISM Canada employee or prospective employee because of age, race, religion, creed, color, place of origin, citizenship, sex, sexual orientation, marital or family status, pregnancy, disability, nationality, ancestry, record of offenses, membership or activity in the Union or any other reason prohibited by law, subject to reasonable occupational requirements. Discrimination is not necessarily the result of any conscious act or acts by an employee but may be systemic.

DEFINITIONS

Discrimination means different or unequal treatment. The basis for decisions affecting an individual's employment, promotion or movement with ISM Canada will be based on job requirements.

Personal Harassment is any unsolicited, unwelcome, disrespectful or offensive behavior directed at another person. These actions may be identified as repeated, intentional and deliberately designed to demean or belittle and/or cause personal humiliation.

Racial Harassment is any derogatory comments, racist statements, slurs and jokes with respect to a person's race, color, religion, ancestry or ethnic heritage.

Sexual Harassment is any unsolicited, unwelcome conduct, comment, gesture, or contact of a sexual nature likely to cause fear, intimidation, offense, or humiliation to any individual. It may include, but is not limited to:

- any implied or expressed threat of reprisal for refusal to comply with a sexually oriented request
- demands for sexual favors in exchange for employment advancement or more favorable treatment in the workplace
- unwelcome remarks, jokes, innuendoes, propositions, taunting or comments about a person's body, attire, sex, or sexual orientation
- display of sexually-suggestive or sexually pornographic pictures or material, including video software
- leering, suggestive, persistent staring with suggestive overtones
- physical contact such as touching, patting, or pinching with an underlying sexual connotation.

For purposes of this policy, the following definitions are provided for clarity:

Complainant refers to the person who believes that they have been harassed and who has made a claim under this policy

Respondent is the person who is being complained against for alleged harassment.

PROCESS

An employee has options available to him/her in the harassment process. They are:

- i) One-on-one resolution.
- ii) Informal Process will provide the complainant the opportunity to determine a course of action to be taken and to answer their questions without a full investigation, if the complainant is unsure if harassment has occurred.
- iii) Formal Process is used if the employee is definite about pursuing a harassment complaint.

One-on-one resolution

It is preferred, but not required, that the complainant raise objections to the respondent's behavior with the respondent:

- i) verbally, directly to the respondent or
- ii) verbally, with the assistance of a third party; or
- iii) in writing.

It is desirable that the respondent be made aware of any behavior or conduct that is offensive and be given the opportunity to cease such behavior. However, it is understood that some persons will not feel comfortable with this type of direct confrontation.

It is recommended that the complainant make simple notes of the incident including:

- i) the date, time and nature of the behavior
- ii) complainant's actions or response (if any); and
- iii) the names of any persons who witnessed the behavior.

Informal Process

Employees who believe they have been harassed, but do not want to initiate formal action, and do not feel they are able to confront the harasser directly have the following options:

1. The complainant may confidentially approach Employee Relations and/or Union Representative to discuss the situation. Names or specific details need not be mentioned. Employee Relations and/or Union will discuss how the employee could confront the harasser directly or by way of private letter.
2. The complainant may request a meeting with the respondent to confront and attempt to resolve the issues between the parties. Should the meeting prove unable to resolve the issue between the parties, the complainant could request a formal investigation.

Formal Process

Whether the complainant confronts the respondent or chooses not to, the behavior may warrant pursuing the complaint more formally. An employee who believes he/she have been harassed will forward his/her written complaint to a Shop Steward, his/her manager, or Employee Relations. The written complaint should include the following:

- name, address and telephone number
- work location and managers name
- the name of the person whom you feel is harassing you (the respondent), along with the nature, date(s) and details of the incident(s)
- an indication of whether the respondent or others were told the action(s) was unwelcome or offensive
- a listing of all action taken so far to attempt resolution.

The person receiving the complaint must immediately forward the complaint to the Manager, Employee Relations, who will immediately notify the Occupational Health & Safety committee. Neither the complainant's name, nor the circumstances relating to a complaint will be disclosed to anyone, except where disclosure is necessary for investigating the complaint or taking appropriate disciplinary measures or required by law.

The Manager, Employee Relations may refer the complaint to an independent external investigator. The appointed investigator shall be given flexibility to shift from an investigative mode to one of conciliation, should the parties agree.

When a complaint is being investigated, all employees involved are expected to cooperate fully with the investigator responsible for investigating the complaint. Following the investigation, a written report with the relevant recommendations shall be given to the Manager, Employee Relations for a decision. If the complainant or respondent is a member of the bargaining unit, then a copy of the report shall be provided

to the Union President.

Whether the harassment complaint is substantiated or not, the Manager, Employee Relations must inform the respondent, the complainant and the Occupational Health & Safety committee in writing that the harassment case has been concluded, thereby, ensuring closure of the formal investigation. If the employee is not satisfied with the outcome of the investigation or the disciplinary action taken, the complainant will be reminded of their continuing rights to file a complaint with the appropriate external agency.

RETALIATION

Retaliation is strictly prohibited against anyone that has reported harassment or participated in an investigation. Any signs of retaliation should be reported immediately to a manager, Employee Relations, Occupational Health and Safety committee or the union. Retaliation will result in disciplinary action, up to and including dismissal.

BAD FAITH COMPLAINTS

Complaints should be undertaken with great care because they may result in pain and damage to the respondent's reputation. Complaints made frivolously or in bad faith and without factual basis may constitute defamation and may be actionable by the respondent. Such complaints may result in disciplinary action, up to and including dismissal.

COMPLAINT WITHDRAWAL

A complainant may withdraw a complaint at any time, with the exception of the following:

- there exists a real or perceived threat to the health or safety of other employees;
- there is evidence that the complainant may have been threatened or may fear retaliation;
- failure to close the situation might endanger an employee;
- the complaint alleges serious abuse of power;
- failure to follow through on a complaint would seriously damage the reputation of ISM Canada.

REPRESENTATION

Union members have a right to union representation during any of these processes. Non-union employees are also entitled to representation by a person of their choice.

EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

Employees who require counseling are encouraged to contact the Employee and Family Assistance Program.

MANAGEMENT AND UNION RESPONSIBILITIES

In keeping with good management practices, management and the Union must be sensitive to the possibility of harassment occurring and must be committed to ensuring that the work environment is free of harassment. Where an instance of harassment becomes apparent, management has a responsibility to take immediate and appropriate action to rectify the situation. ISM Canada management and the CEP Union are committed to a zero tolerance philosophy as it pertains to harassment in the workplace. It is the

responsibility of both management and the Union to publicize this policy and to education all employees about this issue.