

MEMORANDUM OF AGREEMENT

Between

ISM INFORMATION SYSTEMS MANAGEMENT CANADA CORPORATION

And

COMMUNICATIONS ENERGY and PAPERWORKERS UNION OF CANADA

LOCAL 911

The Parties agree to amend the Collective Bargaining Agreement as follows:

(1) Amend Article 6.01 (ii): amend the language to replace the word ‘four’ with ‘five’ and add a new sentence “The employee described in 2.04 of this agreement shall be one of the five members of the negotiating committee paid for by the Company”

(2) Amend Article 6.03 by adding the following (vii) ISM Canada will top up EI benefits as follows (a) Maternity Leave to 100% for first 6 weeks of pre-leave base salary and 75% for the next 29 weeks of pre-leave base salary; (b) Parental Leave & Adoption Leave –75% of pre-parental leave base salary for 35 weeks

(3) Amend Article 13.03 (ii) delete the current language and replace it with:

(a) Where an Employee, who is not in any analyst stream as defined by Article 11.03 (iii), successfully 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;

(b) Where an Employee in any analyst stream successfully bids on a classification that has a lower starting salary than he/she is presently receiving, then that employee will continue to receive his/her present salary for a period of thirty (30) days. At the expiration of ninety (90) days, the employee will either revert back to his/her former classification and pay, or remain in the new position at the new salary.

(4) Amend Article 14.03 (iii) by deleting the current language and replacing with the following language: “Family Responsibility Leave is to be used in situations where there is an obligation to an Employee’s spouse; children; parents; brothers or sisters and stepbrothers and stepsisters; grandparents and step grandparents; grandchildren and their spouse or common-law partner; son-in-law and daughter-in-law, either married or common-law; father-in-law and mother-in-law, either married or common-law; brother-in-law and sister-in-law, either married or common-law; uncle and aunt and their spouse or common-law partner; nephew and niece and their spouse or common-law partner; current or former foster parents; current or former foster children and their spouse or common-law partner; current or former wards; current or former guardians or tutors and their spouse or common-law partner; as well as for the following family members of your spouse or common-law partner – brothers or sisters and stepbrothers and stepsisters; grandparents; grandchildren; son-in-law and daughter-in-law, either married or common-law; uncle and aunt; nephew and niece; current or former foster parents; current or former wards. Such Leave is not to be used for matters of convenience or choice.

(5) Amend Article 16.01 – add the words “Family Day”

(6) Amend Article 16.02 – mark the current CBA language as (a) and add the following:

(b) Employees of ISM Canada who work on customer sites will observe any lieu days on the same day as the customer’s employees observe the Statutory Holidays; and

(c) Where the customer employees are entitled to observe a Company Wide Holiday that is not observed by ISM Canada’s Employees, ISM Canada employees working at that customer site will use either their float day, vacation day or banked time in lieu of working that day

(7) Add new Article 17.11 Vacation Pay: – the calculation for vacation pay payout is 5.8% for years of service from 1 year to 8 years and 7.7% for years of service greater than 8 (effective for the 2007 calendar year which is payable in 2008);

(8) Delete Article 19.01 (i) and renumber (ii) and (iii) to (i) and (ii) respectively;

(9) Amend Article 20.03 – replace “8 ½%” with “10%”

(10) Amend Article 20.04 – change “December” to read “October” and replace the last sentence with “Such payment will be made on or before December 31st of that year;

(11) Amend Article 30.01: – add the following language to the current language “for years of service from one through twenty-four. For years of service of twenty-five or greater, Employees shall be paid service pay at the rate of 2 days per year of service;

(12) Amend Article 33.02 (vi): delete the current rates and replace as follow:

- First Year Student - Operator Trainee Step 1
- Second Year Student - Operator Trainee Step 2
- Third Year Student - Operator Trainee Step 3
- Fourth Year Student - Operator Trainee Step 4

(13) re: Benefits Booklet for CEP represented employees – ISM Canada will add the Union logo to the Cover Page, when new copies of the booklets are printed

(14) Add new Article 36.01 – Employee Benefit Plans Committee

- There shall be a joint Union-Management Committee on Employee Benefit Plans with equal representation from ISM Canada and from CEP Local 911, to review and make recommendations to the Company concerning the design and administration of the plans. Any recommendation to ISM Canada that would reduce employee benefits shall be subject to the prior approval of CEP Local 911;
- The Employee Benefit Plans Committee shall be composed of three (3) members appointed by Management and three (3) members appointed by the CEP Local 911;
- The Employee Benefits Plans Committee may review the plans' performance and usage statistics and may meet with the Company and the insurance carrier(s) each year to review and approve the Renewal Reports.

(The question of removal of “self inflicted injury, suicide, whether sane or insane” from benefits contract language is referred to the Benefits Committee established in the new 36.01 above **NOTE – this does not form part of the CBA language);

(15) Re: Dental Plan – Orthodontics / Plan A / Plan B – ISM Canada agrees to increase Orthodontics to \$ 5000 lifetime and to increase the limit in Plan A to \$2,500.00 per year and in Plan B to \$ 1,500.00 per year (costs to be borne by ISM Canada);

(16) Re: Prescription Drug Card – ISM Canada agrees to implement a Prescription Drug card during 2007 (costs to be borne by ISM Canada);

(17) Re: Vision Care for dependents – Article 36 – delete “Corporate Eye Glass Plan language” and add a new bullet ‘ - Vision Care’ (costs to be borne by ISM Canada)

(18) Re: Letters of Understanding – ISM Canada wishes to renew the Letter of Understanding with respect to Help Desk Hours – 1 RD – dated October 23, 2003;

(19) Re: Letter of Understanding re: Privacy and Data passed from ISM Canada to CEP Local 911 – ISM Canada wishes to renew – to Sub-Committee

(20) Re: Privacy – NEW Letter of Understanding – to Sub-Committee

(21) Article 29 – Duration of Agreement – from January 1, 2007 to December 31, 2008

(22) Appendix 1 – Economic increase of 4.0% to all classifications, effective the first Saturday (start of a pay period) after the first payday after ratification and retroactive to December 28, 2006 – and 4.0% to all classifications, effective December 29, 2007. Retroactivity applies only for employees of record at [Date of Ratification].

The Parties agree to recommend acceptance of this Memorandum of Agreement to their respective Stakeholders:

Signed this _____ day of June, 2007

For the Union:

For the Company:

President

Employee Relations Manager

National Representative

Bargaining Team Representative