

AGREEMENT

between

OTTAWA
TYPOGRAPHICAL UNION

Local 102 — CWA

and

THE OTTAWA CITIZEN
A Division of Southam Press Inc.

Effective September 1, 1987
and Continuing Until August 31, 1997

Composing Room Unit

AGREEMENT

Between:

THE OTTAWA CITIZEN
A Division of Southam Press Inc.
(hereinafter called the "Publisher")

and
THE
OTTAWA TYPOGRAPHICAL UNION
Local 102/C.W.A.
(hereinafter called the "Union")

Effective:

September 1, 1987 and continuing until August 31, 1997

SECTION 1

- (a) The Publisher recognizes the Union as the certified collective bargaining agency for all employees engaged in composing room work at Ottawa, save and except foremen and persons above the rank of foremen.
- (b) **Foremen**
Effective September 1, 1987, the number of working foremen will be four (4). When the bargaining unit is reduced by a total of ten (10) members from the complement as at the signing of this agreement, the number of working foremen shall be reduced to three (3) working foremen. When the bargaining unit is reduced by an additional ten (10) members making the total reduction twenty (20) members, the number of working foremen will be reduced to two (2). Except that under no circumstances shall there be less than one (1) working foreman per shift.
- (c) Effective September 1, 1987, the company shall have the right to transfer any work, equipment and/or process, in whole or in

part, from the jurisdiction of the composing room bargaining unit as described in any or all previous collective agreements between the two parties, free from any jurisdictional claims, subject to the provisions of Section 11.

- (d) Only members of the Composing Room bargaining unit will perform traditional bargaining unit work within the confines of the Composing Room. Exclusions: work performed by foremen, work presently performed by editorial people in the Composing Room and any other non-bargaining unit work such as janitorial services, building maintenance. It is the understanding of all members that the physical composing room will be subject to continuing change and, at some point in the future, will no longer have a visible presence.
- (e) The Union shall at all times endeavour to furnish members competent to perform the work required in the composing room of the Publisher, at straight time rates, to fill all regular situations called for by the Publisher.
- (f) Five successive days or nights work shall constitute a situation.
- (g) All employees and substitutes called in to fill regular situations shall be called by the chapel chairman.
- (h) Journeymen and apprentices (subject to the training program for apprentices) will be deployed within the composing room on any type of work designated by the foreman, provided that a journeyman transferred to work on which he has had no experience shall be allowed a six-month training period

to familiarize himself with that work, or in special case, such longer period as the Publisher may consider necessary.

- (i) The foreman will give due recognition to the chapel chairman as sole representative of the Union in the composing room during the shift.
- (j) Competency shall be determined by the foreman after consultation with the Union.
- (k) The Publisher shall not lock out the Union and the Union will not strike as long as this agreement is in force.

SECTION 2 JOURNEYMAN SCALE OF WAGES AND HOURS

- (a) All employees covered by this agreement are mutually recognized as being on hourly rates. Any reference hereinafter made to rates of pay in any other form than hourly rates is for the mutual convenience of the parties to this agreement. The Publisher shall, at least annually, review the salaries of all employees to determine merit increases. The Publisher agrees to notify the Union of all merit pay increases. All merit payment shall be subject to review and revision annually.

Effective September 1, 1987, a 4.8% increase shall be paid:

DAY RATE:

\$775.38 per week of 37½ hours, five shifts of seven and one-half (7½) hours.
20.6768 per hour straight time.

NIGHT RATE:

\$775.38 per week of 35 hours, five shifts of seven (7) hours.

22.1537 per hour straight time.

Effective September 1, 1988, a 4.5% increase shall be paid:

DAY RATE:

\$810.27 per week of 37½ hours, five shifts of seven and one-half (7½) hours.

21.6072 per hour straight time.

NIGHT RATE:

\$810.27 per week of 35 hours, five shifts of seven (7) hours.

23.1506 per hour straight time.

Effective September 1, 1989, a 5.0% increase shall be paid:

DAY RATE:

\$850.78 per week of 37½ hours, five shifts of seven and one-half (7½) hours.

22.6875 per hour straight time.

NIGHT RATE:

\$850.78 per week of 35 hours, five shifts of seven (7) hours.

24.3080 per hour straight time.

Effective September 1, 1990, and annually thereafter, the Day Rate and the Night Rate shall be increased by the percentage equivalent of any percentage increase during the preceding year in the Consumer Price Index for Ottawa or any successor to that Index. Such increases shall be paid as soon as possible after the release of the appropriate Consumer Price Index.

DIFFERENTIAL

(b) Effective September 1, 1987, there shall be night differential paid of \$10.00 per shift.

(c) Journeymen shall be supplied to fill the positions of men in charge (provided the members designated by the foreman are willing) as requested by the Publisher. Journeymen compositors when acting as substitute foremen shall receive scale plus a 10% differential.

(d) All members shall be paid by the calendar week in cash or by cheque.

(e) The Publisher agrees to deduct from the earnings of all employees and pay to the Union, not later than the 15th day of each month, all membership dues for the previous calendar month.

The Union must advise the Publisher in writing of the amount of Union dues to be deducted from wages; whenever the amount changes, the Union agrees to inform the Publisher of the change at least one (1) month before it is to take place. The Union will save the Publisher harmless from any claim made against the Publisher with respect to deductions made pursuant to this section of the agreement.

(f) Day shift shall be between 6:00 a.m. and 6:00 p.m. Night shift will be between 6:00 p.m. and 6:00 a.m.

(g) No member scheduled and reporting for work shall be paid less than for a full shift's work, even though a full shift may not be required. This does not apply when failure to complete the shift is on the part of the member.

(h) All members shall be given a regular lunch period starting not more than five hours after their starting time.

**SECTION 3
OVERTIME**

- (a) Hours worked in excess of 7½ hours day shift and 7 hours night shift shall be at the overtime rate of time and one-half for the first three (3) hours and double time thereafter. Members working on Saturday after the completion of the regular shift shall be paid double time.
- (b) All overtime is to be distributed equally among members as far as competency makes this possible.
- (c) Members shall not work more than 2 hours overtime without being allowed 30 minutes for lunch without loss of remuneration.
- (d) The Union recognizes its obligation to provide members for overtime work before and/or after regular shift hours as required by the Publisher. When overtime is required by the Publisher and the needs have not been filled, it shall be the duty of the chapel chairman, on demand by the foreman, to provide members from the current shift in the particular classifications, by lot if necessary, to work such required overtime. The Union shall make no rules limiting the obligation of the members to work overtime or regular time as required by the Publisher. Should the Union charge that a member is being required to work overtime unnecessarily, this shall be considered a grievance to be adjusted in accordance with the provisions of this contract. It is mutually understood that overtime is not to be required solely as a means of avoiding the employment of substitutes.

6

- (e) When overtime is required, the foreman shall advise the chapel chairman before 2 p.m. day shift and lunch hour for night shift. He shall at that time stipulate the number of members required and the length of overtime to be worked. The parties shall agree to an enlargement of the conditions when machinists are required to make emergency repairs to equipment that has broken down after the deadline for calling overtime.
- (f) CALL BACK—Members who have completed their regular work and are called back shall receive \$15 for the call and overtime rates for the time worked.

**SECTION 4
STATUTORY HOLIDAYS**

- (a) Work done on Sundays shall be paid for at double time rates.
- (b) The following shall be considered as statutory holidays: New Year's Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, member's birthday and member's anniversary date of employment by The Ottawa Citizen. Only one anniversary date will be recognized for the purpose of statutory holidays and that will be the last hiring date. On the above holidays, or days celebrated as such, straight time shall be paid to both day and night shifts. Work done on the above days shall be paid for at double time rates, in addition to the straight time holiday pay.
- (c) Sections 4(a) and 4(b) do not apply to night shifts which begin on the days specified.
- (d) When a member's slide day falls on a statutory holiday, as specified in article 4(b), or

7

such holiday occurs during the member's vacation, the member shall be allowed an additional day off within three calendar weeks before or after the holiday. The day off must be scheduled by mutual agreement.

- (c) If any new holiday such as "Heritage Day" is legislated to be a national holiday, it will be added to the list of statutory holidays listed in 4(b).

SECTION 5 VACATIONS

- (a) All members with one (1) year continuous service as at July 1st will receive three (3) weeks (fifteen (15) working days) vacation with pay.

All members with seven (7) years' continuous service as at July 1st will receive four (4) weeks (twenty (20) working days) vacation with pay.

All members with sixteen (16) years' continuous service as at July 1st will receive five (5) weeks (twenty-five (25) working days) vacation with pay.

All members with twenty-eight (28) years' continuous service at July 1st will receive six (6) weeks (thirty (30) working days) vacation with pay.

The Publisher agrees to provide members with thirty (30) years of continuous service two (2) additional days off per year at times to be mutually agreed upon between the member and the foreman.

Continuous service will include unbroken service with any Southam division.

8

- (b) Members with less than one year of continuous service as at July 1st will receive one day of vacation with pay for every 16 days or fraction thereof worked.

- (c) No member shall be allowed to forego vacation in any calendar year. However, this deadline may be extended by mutual agreement between the member and the foreman, but not to extend beyond March 31st of the following year.

- (d) A member who resigns or is discharged shall be paid for earned vacation in accordance with the schedule.

- (e) Members may take at least two weeks of their vacation between May 15 and September 30. A vacation list for eligible members will be submitted by the Union to the Publisher for approval by December 15 of the preceding year and seven days is to be allowed for such approval.

- (f) The Publisher agrees that members with fifth and sixth weeks of vacation shall be allowed to take one week of vacation one day at a time with the times to be mutually agreed upon between the member and the foreman. Members wishing to schedule one week of their vacation as above must declare their intent by December 15th of the preceding year.

SECTION 6 APPRENTICES

- (a) The Joint Apprenticeship Committee composed of two representatives of the Publisher and two members of the Union shall be maintained.

9

- (b) The Publisher may employ one apprentice for each six journeymen employed or major fraction thereof. They shall be governed by the same shop rules, working conditions and hours of work as journeymen.
- (c) An applicant for apprenticeship shall be at least sixteen years of age and must have having attained the equivalent of a Junior Matriculation in the Province of Ontario. All apprentices will be required to pass an aptitude test for electronic ability and training and must attain a speed of 50 WPM in a typing test using a VDT keyboard.
- (d) Apprentices shall be attached to a journeyman for training purposes. The name of the journeyman to whom the apprentice is attached shall be made known to the foreman. The apprentice term shall be four years including a ninety day probationary period. An apprentice with graphic arts and/or electronics background may be granted remission of a portion of the apprenticeship term by the Joint Apprenticeship Committee after completion of the ninety day probationary period.
- (e) Apprentices will be trained in all facets of composing room work in accordance with the programme set up by the Joint Apprenticeship Committee. Records of the progress of apprentices shall be kept and signed by the Joint Apprenticeship Committee.
- (f) Apprentices shall undergo periodic examinations before the local joint committee on apprentices. Their work must show they are entitled to the increased wage scale provided in this contract. The Publisher or his representatives have the right to be present and take part in any and all examinations.

- (g) The scale for apprentices (in % of the journeyman rate) shall be as follows:
 - 1st year (1st six months) 45%
 - 1st year (2nd six months) 50%
 - 2nd year 55%
 - 3rd year 65%
 - 4th year (1st six months) 75%
 - 4th year (2nd six months) 85%

**SECTION 7
GRIEVANCES AND ARBITRATION**

- (a) Grievances shall be adjusted and finally settled without stoppage of work by the following steps: A standing committee of two representatives of the Publisher and two representatives of the Union shall be appointed. To this committee shall be referred all disputes which may arise as to the construction to be placed upon any clause or clauses of this agreement and appendices or alleged violation thereof which cannot be settled otherwise. Such committee shall meet within five (5) days when any questions of difference shall have been referred to it for decision by either party to this agreement. Should the standing committee be unable to unanimously agree within ten (10) days, then it shall refer the dispute to a Board of Arbitration, the representatives of each party to this agreement to select one arbiter, and the two to agree upon a third who shall be a disinterested party. If the representatives of each of the two parties to this agreement fail to agree upon a third member to complete the Board of Arbitration, the Ontario Ministry of Labour shall be asked to name a

third member who shall act as Chairperson. The majority decision of this Board of Arbitration shall be final and binding upon both parties and the cost of such arbitration to be borne equally by the Union and the Publisher.

- (b) If there is any difference arising from the interpretation or administration of this agreement, either party may go to arbitration under the terms of the Ontario Labour Relations Act, Section 44 and 45, and the results of such arbitration shall be final and binding on both parties.

SECTION 8

SEVERANCE

- (a) Upon dismissal a member shall receive cash severance pay in a lump sum equal to one week's pay for every six months of service or fraction thereof, but not in excess of 32 weeks' pay, such pay to be computed at the rate of the highest basic weekly salary received by the member during the 12 months prior to dismissal. Service shall mean total consecutive and uninterrupted service with the Publisher. The amount of termination pay payable to a member under this agreement shall be reduced by any amount of termination pay in lieu of notice and/or any amount of severance pay payable under any applicable legislation.

- (b) Upon termination of employment due to the death of a member, the Publisher shall pay to the beneficiary of the member designated in writing, or if no beneficiary has been designated, to the personal representative for distribution to those legally entitled thereto,

a sum equal to the amount provided for in Paragraph (a) of this Section.

- (c) If a member becomes permanently disabled to the extent that he/she is unable to perform his/her job and the Publisher is unable to place him/her in other acceptable employment on presentation of medical proof, the Publisher shall pay such member upon termination of his/her employment, a sum equal to the amount provided for in Paragraph (2) of this Section. The above-mentioned payment shall not apply to members eligible to receive any long-term disability insurance benefits as described in Section 10 of this agreement.

- (d) On dismissal the Publisher is entitled to deduct from the monies payable under Paragraph (a) of this Section any sum owing to the Publisher by the member.

- (e) Severance pay need not be paid upon voluntary resignation nor upon retirement, nor in the event of dismissal for gross misconduct, nor in the event of self-provoked dismissal for the purpose of collecting severance pay.

SECTION 9

RENEWAL OF AGREEMENT

- (a) If prior to the termination of this Agreement either party wishes to propose an amendment to this Agreement and a new agreement to take the place of this one upon the expiration date, it shall notify the other party in writing of its wishes not later than ninety (90) days prior to its expiration date and forward the statement in detail of the changes desired within fifteen (15) days of

such notification. The respondent party may, within thirty (30) days of receipt of such statement in detail formulate a counter proposal, or, if no counter proposal be filed, the existing Agreement shall be considered to be the counter proposal. If notice is not given by one of the parties, as above described, it shall be construed as a renewal of this Agreement for one year and the Agreement shall thereafter be automatically renewed for one year until open for negotiations by the procedure above mentioned.

- (b) While this agreement is stated to become effective on September 1, 1987 and to continue in effect until August 31, 1997, the parties agree that it will continue to apply following the latter date until all of the commitments including those contained in Section 11 Job Security have been fulfilled.

The Publisher agrees to adjust any non wage benefits contained in this agreement to reflect higher levels of such benefit which may hereafter be negotiated by the Publisher with any other Union.

SECTION 10 INSURANCE BENEFITS

It is agreed that the Publisher will provide members with OHIP, sick leave, long term disability insurance, life insurance, comprehensive sickness and accident insurance, vision care insurance and dental insurance plans as follows:

The Publisher shall pay 100% of the premiums for the Ontario Health Insurance Plan.

The Publisher agrees to continue payment of OHIP premiums from the date of a member's early retirement until he/she reaches age 65 providing that such premiums continue to be remitted directly to OHIP and are not paid indirectly through provincial income tax assessments.

The Publisher shall continue to provide sick leave with full pay of up to a maximum of six months accumulated in any one calendar year, provided that, whenever required by the Publisher, the employee furnishes at his or her own expense a certificate from a duly qualified medical practitioner establishing that the employee is incapable of working. However, the company shall have the right to require any employee who is receiving sick benefits to submit to a medical examination by a medical practitioner of its choice and at its expense. No sick benefits will be paid for scheduled days off, vacations and statutory holidays. No sick benefits will be paid for time lost due to alcoholism or drug abuse if treatment is refused.

The Publisher shall provide Basic Long Term Disability protection at company expense assuring employees of a regular income equal to 40% of their pre-disability earnings. This level of benefit includes any disability income which the employee receives from the Canada/Quebec Pension Plan and/or Workers' Compensation.

Employees may elect additional Long Term Disability protection equal to either 12% or 24% of their earnings at their own expense.

Long Term Disability benefits will be paid to disabled employees who are members of the LTD insurance plan from the end of the six-

month leave period until the employee is able to return to work at any reasonable occupation or until the employee reaches age 65 or such earlier age at which said employee retires.

The Publisher shall provide Basic Life Insurance coverage at company expense equal to one times the employee's annual basic earnings, rounded to the next higher \$1,000.00. Basic Life Insurance coverage will be automatically adjusted whenever the employee's annual basic earnings change.

Employees may elect additional life insurance coverage at their own expense equal to 1, 1½, 2, 2½ or 3 times their annual basic earnings, rounded to the next higher \$1,000.00.

Employees may elect dependent life insurance coverage at their own expense for their spouse and eligible dependents.

The Publisher shall provide travel accident insurance at company expense to protect employees while travelling on company business. This insurance will pay \$100,000.00 to the estate of an employee who dies as a result of an accident while travelling on company business. Should an employee suffer the loss of sight or limb while travelling on company business, the employee will receive all or part of the above-stated amount. This travel accident insurance does not cover employees during their regular commute between office and home.

Employees may elect optional Accidental Death and Dismemberment insurance at their own expense. This optional AD&D coverage is available in \$25,000.00 units up to \$250,000.00 and offers 24-hour accident insurance. Employees may choose between individual and family coverage.

The Publisher shall provide comprehensive sickness and accident insurance coverage at company expense (supplementing the Ontario and Quebec government plans) which pays 100% of hospital expenses and 80% of all eligible medical expenses which are in excess of an annual \$25 individual or \$25 family deductible. The Publisher shall provide vision care as part of the comprehensive sickness and accident coverage mentioned above.

The Publisher shall continue the joint contributory Dental Insurance Plan which pays 100% of basic services to a maximum of \$5,000.00 per person over 3 years and 50% of major restorative work to a maximum of \$1,000.00 per person per year. The premiums for the Dental Insurance Plan shall be paid 60% by the Publisher and 40% by the employee.

SECTION 11 JOB SECURITY

(a) Effective September 1, 1987, all employees listed in Appendix "A" who are members in good standing of the Union are guaranteed employment with The Ottawa Citizen until such time that they voluntarily resign from the employment of the company, retire from the employment of the company, die or are terminated for just cause.

(b) Each employee listed in Appendix "A" will retire by the first day of the month coincident with or immediately following his/her 62nd birthday or such earlier age that said employee would be eligible for an undiscounted pension if he/she were a member of the Southam Retirement Plan and will, upon such early retirement,

receive an early retirement incentive based on the following formula:

(i) One year's basic salary at the rate in effect on the last day worked prior to the date of said early retirement and,

(ii) 2.4802% of the above-mentioned one year's basic salary for each year of service with the company or major fraction thereof. Basic salary shall mean journeymen compositor's rate of pay excluding any premiums and/or differentials.

(c) Effective January 1, 1988, M. Berthiaume and B. Boudreault will retire.

(d) The Publisher may transfer employees whose work is affected by pagination. In the case of transfer to another department, the employee will be subject to the collective agreement in that department if any, or to any other provisions agreed upon by the parties. However, if an employee working outside the department as a result of a transfer is laid off in another jurisdiction by operation of seniority or other provisions, that employee shall be transferred back to his or her original department with priority originally held at the time of transfer as a regular full-time employee of the company and shall be covered by the provisions of the collective agreement in effect at that time. The Publisher agrees that there shall be no transfers before September 1, 1990.

No transfers shall take place before a joint Union/Management committee has met to ensure the fair and equitable treatment of the member concerned.

The Publisher shall endeavour not to transfer members who are working days in the composing room to night jobs outside of the bargaining unit without their consent and shall similarly endeavour not to transfer, against their will, members who are working nights in the composing room to day jobs outside the bargaining unit.

However, the Publisher reserves the right to make any and all transfers deemed necessary to meet operational requirements.

Positions available will be posted in the composition unit.

(e) An employee transferred to another department will continue to be paid not less than the prevailing composition union rate of pay as agreed to in the collective agreement plus any merit increases he or she was receiving at the time of transfer.

(f) An employee who has reached age 55 or such age at which said employee is eligible for an early retirement and is transferred to a job outside of the bargaining unit which is deemed by the employee not to be acceptable, after six months said employee shall have the option to retire early and receive an early retirement incentive based on the formula in 11(b). An employee who chooses to retire early under this provision shall give written notice of his/her decision to the Publisher or his designated representative and the early retirement shall take effect on the first day of the second month immediately following the date of said written notice. However, the effective date of the early retirement may be changed by mutual agreement between the employee and the Publisher.

SECTION 12

VOLUNTARY TERMINATION ALLOWANCE

- (a) The provisions of this section apply to all members in good standing in the Union listed in Appendix "A" and participation shall be on a voluntary basis.
- (b) An employee who has not reached age 55 or such earlier age at which said employee is eligible for early retirement and is transferred to a job outside of the bargaining unit which after completion of a six (6) months' probationary period is deemed by the employee not to be acceptable, said employee shall have the option to resign from the employ of the Publisher and claim the Voluntary Termination Allowance specified in Appendix "B".

The Voluntary Termination Allowance in Appendix "B" shall be paid at the employee's basic weekly rate of pay in effect at the date of termination excluding any premiums and/or differentials.

APPENDIX "B"

Length of Service	Weeks of Voluntary Termination Allowance
Less than 5 years	18
6 years	20
7 years	22
8 years	24
9 years	26
10 years	28
11 years	30
12 years	32
13 years	34

14 years	36
15 years	38
16 years	40
17 years	42
18 years	44
19 years	46
20 years	48
21 years	50
22 years	52
23 years	54
24 years	56
25 years	58
26 years	60
27 years and over	62

SECTION 13

RETRAINING

- (a) The Publisher will ensure that all members receive adequate re-training opportunities. It is recognized that some members will be more fitted for certain kinds of work and it is proposed to select these members by interviewing and testing, in order of seniority, all members by aptitude and similar selection tests.
- (b) Failure to qualify during selection and re-training procedure will not destroy a member's job security as defined in the Job Security clause.
- (c) As an alternative to the above, the member will be able to sever his/her employment with The Ottawa Citizen and the member shall be paid according to the provisions of Section 11(f) or Section 12.

SECTION 14

LEAVE OF ABSENCE

(a) Any member is entitled to employ in his/her stead any other competent member of the Union. If the substitute is not familiar with the work of the situation and transfers can be made, the substitute shall not be declared incompetent. Substitutes to be paid direct by the Publisher at the regular scale.

(b) If any member is elected or appointed to any office in The Ottawa Typographical Union, the P.P. & M.W. Sector/C.W.A. or The Canadian Labour Congress; such member on his/her own request in writing shall be given leave of absence without pay and without effect on priority standing for the period of such leave provided a competent substitute is supplied in his/her place. This shall also apply to a member who is a delegate to conventions of the organizations named, whether local, national or international, and to a member who is a delegate to special meetings called by the Ottawa Typographical Union or the P.P. & M.W. Sector/C.W.A. It is understood, however, that leaves granted under this section shall be limited to two members at any one time and any leave to a delegate shall be limited to not more than ten days duration. The parties shall agree to an enlargement of these conditions.

(c) The Publisher agrees to pay the regular weekly salary of any employee subpoenaed by

the Crown to appear in the court or serve on a jury. Night shift employees will not be required to work night shifts on two consecutive nights if they spend the intervening day in court. This clause does not apply to anyone appearing in court charged with an offence against the law.

(d) Members shall be entitled to one day of paid leave to be taken during the two weeks following the birth of, or legal adoption of a child.

(e) Regular situation holders bereft by the death of a spouse, child or step-child shall be reimbursed for wages lost up to a maximum of five consecutive days at straight time pay. Regular situation holders bereft by the death of a parent, brother, sister, mother-in-law, father-in-law or grandchild, shall be reimbursed for wages lost up to a maximum of three consecutive days at straight time pay. Considerations such as distance and familial tie to the deceased may require bereavement leave longer than the stated maximum, but within reason, and permission for this shall not be unreasonably withheld.

(f) The Publisher agrees to grant maternity leave and adoption leave without pay of 150 days or such longer period which the Publisher may grant to any female employee if such employee requests it. During the period of the maternity leave or adoption leave the Publisher will assume the full costs of the premiums for the insurance benefits in Section 10 in which the employee is enrolled.

An employee's usual vacation entitlement shall not be reduced as a result of being on maternity leave or adoption leave. Failure to return immediately following the expiration of such period of maternity leave or adoption leave shall be deemed a voluntary resignation.

**SECTION 15
SENIORITY**

- (a) All vacancies on day shift shall be filled by the senior night shift member competent to perform the required work who wishes to fill the position in the classification concerned, and all night shift vacancies shall be filled by new employees.
- (b) Seniority journeymen shall have the choice of new shifts, new starting times, new off days and choice of vacation schedule.
- (c) In the event that new people are hired in the composing room, they will go to the bottom of the seniority list.

**SECTION 16
SUNDAY EDITION**

- (a) Should the Publisher deem it necessary during the life of this contract to begin to publish a regular Sunday edition of The Ottawa Citizen then in the week prior to publication of said Sunday edition and for all of the weeks that follow, Saturday and Sunday shall become part of a standard work week and Section 3 and 4 notwithstanding, employees regularly scheduled to work on Saturday and Sunday shall be paid at straight

time rates for work not in excess of 7½ hours day shift or 7 hours night shift on each of these days. Operational requirements permitting, all employees shall receive two (2) consecutive days off per week.

- (b) Should The Citizen begin to publish a regular Sunday edition, the number of overtime hours paid at the rate of time and one half as stated in SECTION 3 "OVERTIME" will be reduced by one (1) hour. Overtime hours thereafter will be paid at double time.

**SECTION 17
MISCELLANEOUS**

- (a) Proper sanitary conditions and ventilation shall be considered vital on the part of the Publisher and Union, provided that members affected by this Agreement shall not be required to look after ordinary cleaning in their department.
- (b) No employee shall be required to use equipment which has not received proper, regular maintenance.
- (c) The Publisher agrees to make available in the composing room a bulletin board for the exclusive use of the Union, for manning and vacation list purposes, meeting notices and Union correspondence.
- (d) This agreement shall be binding upon The Ottawa Citizen, a division of Southam Inc., its successors and/or assigns, including without limiting the foregoing, any successor company operating a daily newspaper in Ot-

tawa resulting from the sale and/or transfer of the assets presently held by The Ottawa Citizen. This agreement will only cease to apply if The Ottawa Citizen ceases operations as a daily newspaper.

- (e) This agreement is binding on any successor of The Ottawa Typographical Union, Local 102-CWA arising out of any merger of transfer of the bargaining rights presently held by Local 102-CWA. If the Union or its successor is no longer the accredited bargaining agent any employee whose name appears in Appendix "A" shall have recourse to the procedure for the resolution of grievances provided by the Ontario Labour Relations Act.
- (f) Except when otherwise provided, correspondence between the Publisher and Union shall be given by personal service upon or prepaid registered mail as follows:

To the Publisher:
The Publisher
The Ottawa Citizen,
Box 5020, Ottawa, Ontario K2C 3M4

To the Union:
The President,
Ottawa Typographical Union,
Local 102 - CWA,
288 Dalhousie St., Suite A,
Ottawa, Ontario K1N 7E6

LETTER OF INTENT February 15, 1985
Ottawa Typographical Union
Local 102,
Composing Room Unit

Re: **Sunday Edition**

This letter is to confirm our agreement that should The Citizen begin to publish a Sunday edition, the full premiums applicable to Saturday and Sunday work as specified in Sections 3 and 4 of the current collective agreement shall be paid beginning with the first weekend of publication of the Sunday edition and continuing for a period of 12 consecutive months thereafter.

It is further agreed that the premium applicable to Saturday and Sunday work as specified in Sections 3 and 4 of the current collective agreement shall reduce by 50% at the end of the aforementioned 12 month period and for the next 12 consecutive months time and one half will be paid for Saturday and Sunday work after which time Section 15—Sunday Edition shall supersede all sections of the contract making reference to rates of pay for work performed on Saturday and Sunday and employees regularly scheduled to work on Saturday and Sunday shall be paid at straight time rates for work not in excess of 7½ hours on each of these days.

This letter will confirm also, our agreement that there shall be no duplication or pyramiding of overtime premiums or any other premiums pertaining to work performed on Saturdays and Sundays during the first 24 consecutive months of publication of the Sunday Edition. Without limiting the generality of the foregoing, no em-

ployee shall receive more than one premium in respect to the same hours worked.

Ted Allan,
Personnel Manager

Signed at Ottawa, Ontario this 10th day of July 1987.

Signed:

For The Publisher

Russel Mills
Ted Allan
Jack Magee
Scott Honeyman

For The Union

Bernard Murray
David Brown
Don Stewart
Wm. Earl Rintoul

APPENDIX "A"

J. Szlama	L. Nesbitt
O. Boychuk	F. Licari
W. Edwards	D. Munro
H. Mol	W. Rintoul
W. Robins	V. Prochazka
W. Ferguson	A. Weidemann
J. Dussault	S. Timpson
A. Bennett	A. Wing
L. Kennedy	B. Doherty
R. Bowes	C. Ladurantaye
B. Blakley	G. Nault
B. Murray	L. Proulx
H. Whyte	T. Timpson
J. Ferguson	P. Burnett
D. Stewart	D. Kilmartin
G. Wyman	K. Mulholland
F. Wagner	G. Morton
A. Heal	D. Kassis
B. Scott	B. Hogue
W. McNeely	L. Lackey
M. Lett	L. Ruhl
G. Judge	D. Elliott
D. Bulsara	G. Miles
D. Hudson	I. Cranstone

LETTER OF INTENT

March 4, 1988

Mr. Dave Brown,
Ottawa Typographical Union, Local 102,
288 Dalhousie Street, Suite A,
Ottawa, Ontario.
K1N 7E6

Dear Dave:

This letter will confirm our agreement to the following terms and/or conditions which were not included in the current collective agreement at the date of signing:

1. Members who work on Boxing Day shall be paid at double time rates.
2. Members with third and fourth weeks of vacation shall be allowed to take one week of

vacation one day at a time in accordance with the requirements of Article 5(f) of the current collective agreement.

3. In the first year of either early retirement or normal retirement, each new retiree will be provided with coverage equal to one times annual basic earnings. This coverage reduces to 75% of the initial amount in the second year of retirement, to 50% in the third year and 25% in the fourth year. After the fourth year of retirement, coverage levels off at \$6,000.00 for life. The company pays the cost of providing the above-mentioned retiree life coverage.

Yours sincerely,
Ted Allan,
Director of Personnel.

NOTES: