

AGREEMENT

between

OTTAWA
TYPOGRAPHICAL UNION

Local 102 - CWA 14020

and

THE OTTAWA CITIZEN
A Division of Southam Inc.

Effective January 1, 1993
and Continuing Until December 31, 2002

Mailroom Unit

Effective:
January 1, 1993 and continuing until Decem-
ber 31, 2002

SECTION 1-PREAMBLE

This Agreement made and entered into
this/and between THE OTTAWA CITIZEN,
a Division of Southam Inc., through its au-
thorized representative, hereinafter referred to
as the

"PUBLISHER" or "COMPANY"

and

OTTAWA TYPOGRAPHICAL UNION,
Local 102 CWA 14020, a subordinate Union
of the Communication Workers of America,
hereinafter referred to as the

"UNION"

Each party to this agreement recognizes the
right of the other to adopt laws and regula-
tions for the government of its own members
or employees. This Agreement has been made
in accordance with the laws of the Union and
the regulations of the Publisher in effect Janu-
ary 1, 1993, and is complete as to the obliga-
tions of both parties.

SECTION 2-DURATION AND COVENANT
WITNESSETH-That from and after January
1, 1993 for a term of ten years ending De-
cember 31, 2002 and thereafter until a new
agreement is effected, The Ottawa Citizen
guarantees the employment of the members of
the Ottawa Typographical Union, Local
102/CWA 14020 whose names are listed in
Appendix "A" in accordance with the terms
and conditions specified herein.

The company shall schedule the workforce in its Mailroom and the union shall endeavour to furnish sufficient competent journeymen from those whose names are listed in Appendix "A" to fill positions called for by the Publisher. Should the Union be unable to fill all such positions, the Publisher shall be free to secure the additional help required from any other source(s) (see letter attached re Casual Help/Mailroom).

At the request of The Ottawa Citizen, the union will supply substitute foremen who will be paid scale plus a differential.

SECTION 3-MISCELLANEOUS

(a) SEVERANCE PAY

- i) 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 35 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 his dismissal. Service shall mean total consecutive and uninterrupted service with the Publisher.
- ii) Upon termination of employment due to 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 his personal representative for distribution to those legally entitled thereto, a sum equal to the amount provided for in Paragraph (i) of this Article.

- iii) If a member becomes permanently disabled to the extent that he is unable to perform his job and the Publisher is unable to place him in other acceptable employment, on presentation of medical proof the Publisher shall pay such member a sum equal to the amount provided for in Paragraph (i) of this Article. The above-mentioned payment shall not apply to members eligible to receive long-term disability benefits as described in Section 6 of this agreement.
- iv) On dismissal the Publisher is entitled to deduct from the monies payable under Paragraph (i) of this Article any sum owing to the Publisher by the member.
- v) 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.
- (b) It is agreed and understood that the Publisher shall have the right at all times to use members in the production of any publication, dodger, flyer or circular whatsoever under their ownership or contract. Journeymen shall perform work pertaining to the above-mentioned productions during the regular working hours without any extra charge and at overtime rates after regular hours as provided in this contract.
- (c) There shall be no dismissal except for just cause.

- (d) Whenever the company summons a member to the office for a discussion with the foreman, superintendent or other designated representative of the Publisher, that may result in a reprimand, suspension or discharge, the member shall have the right to the presence of the Chapel Chairperson or another Union representative as a witness.
- (e) Upon written request, the Publisher shall allow any member to examine his/her personal file in the Human Resources department.
- (f) No journeyman shall be employed for less than a full shift except as the result of discipline for cause, discharge for cause or when failure to complete the shift is on the part of the member. A member shall be entitled to be paid only for the actual time worked when such shorter time results from the Publisher's accession to the employee's request to work less than a full shift.

SECTION 4-GRIEVANCE AND ARBITRATION

A grievance is defined for the purposes of this section as an expressed difference or dispute between a member and the company, or the Union and the company, regarding the interpretation, application, administration or alleged violation of this Agreement. It is the mutual desire of the parties hereto that such grievances be adjusted and settled as quickly as possible without stoppage of work. Within 15 days of the occurrence or origination of the circumstances giving rise to the

grievance, the Chapel Chairperson or alternate shall take the matter to the foreman, superintendent or designated representative of the Publisher in the department concerned in order to achieve a mutually satisfactory resolution. If a satisfactory settlement is not reached within five (5) working days or within such longer period which may be mutually agreed upon, the grievance shall be taken up in the following manner and sequence provided it is presented within fifteen (15) days of the company's reply to the Union.

STEP 1

The Chapel Chairperson or alternate shall make a written presentation to the Production Manager setting forth the nature of the grievance, the article of the collective agreement alleged to have been violated and the relief sought. The Production Manager or designate shall arrange a meeting with the Chapel Chairperson or alternate within ten (10) days of receipt of the written presentation and discuss the grievance. The Production Manager or designate will give the Union a decision in writing within ten (10) days following the meeting.

STEP 2

Failing settlement of the grievance, the Union shall, within ten (10) days of receiving the reply of the Production Manager or his designate refer the matter in writing to the Joint Standing Committee.

A Standing Committee of two representatives of the company and a like committee of two representatives of the Union shall be appoint-

ed; in case of vacancy, absence or refusal of any such representative to act, others shall be appointed in their place by the respective parties to this agreement. Together, these two committees shall comprise the Joint Standing Committee.

To this committee shall be referred in writing all differences or disputes which may arise as to the construction to be placed upon any article or articles of this Agreement and appendices or alleged violation thereof which cannot be settled otherwise. Such committee shall meet within ten (10) days following such written referral. The unanimous agreement of the Joint Standing Committee shall be final and binding on both parties to this Agreement.

STEP 3

Should the Joint Standing Committee be unable to reach unanimous agreement on a settlement within ten (10) days of the date of its first consideration (such time may be extended by mutual agreement) the grievance may be referred to arbitration upon the request of either party to this Agreement in accordance with the terms and conditions of the Ontario Labour Relations Act, Sections 44 and 45, and the results of such arbitration shall be final and binding on both parties.

In any grievance, the parties may by mutual consent omit the referral to the Joint Standing Committee and refer the matter directly to arbitration.

Any Grievance shall be deemed to have been abandoned if it has not been referred to arbitration within 40 days of the completion of the steps outlined in this Article.

SECTION 5-RENEWAL

- (a) If prior to the termination of this Agreement either party hereto wishes to propose an amendment to this Agreement and a new Agreement to take the place of this one upon its expiration date, it shall notify the other party in writing of its wishes no later than 90 days prior to its expiration date, and forward the statement in detail of the changes desired within 15 days of said notification. The respondent party may within 30 days of receipt of such statement in detail formulate a counterproposal, in which case negotiations for a new Agreement shall start not later than 45 days before the expiry date of the Agreement. If no counterproposal be filed, the existing Agreement shall be considered to be the counterproposal. 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 run for terms of one year, until open for negotiations by the procedure above described. If negotiations fail to result in a mutually satisfactory settlement, the matter shall be proceeded with under the provisions of the Labour Relations Laws of Ontario.
- (b) While this agreement is stated to become effective on January 1, 1993 and to continue in effect until December 31, 2002, the parties agree that it will continue to apply following the latter date until all

of the commitments including those contained in Section 14 Job Security have been fulfilled.

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

SECTION 6-BENEFIT PROGRAMS

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

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

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

The Publisher shall provide Basic Life Insurance coverage equal to one times the member'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.

Members 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.

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

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

Members 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. Members may choose between individual and family coverage.

The Publisher shall provide comprehensive sickness and accident insurance coverage (supplementing the Ontario and Quebec government plans) which pays 100% of hospital expenses and 80% of all eligible medical expenses. The Publisher shall provide vision care and hearing aid subsidy as part of the comprehensive sickness and accident coverage mentioned above. The vision care coverage will provide for a maximum payment of \$125.00 towards the purchase of prescription

eye glasses or contact lenses once within a 24 month period for eligible members. The hearing aid coverage will provide for a maximum payment of \$300.00 towards the purchase of a hearing aid once within a 36 month period for eligible members.

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 member.

All of the above shall be subject to the terms and conditions of the insuring agreements with the insurance companies concerned.

The Publisher's obligations expressed under this Section with respect to the provision of LTD protection, life insurance, travel accident insurance and dental insurance refer to the payment by the Publisher of the premiums necessary to obtain the insurance.

SECTION 7-STATUTORY HOLIDAYS AND VACATIONS

- (a) Work done on New Year's Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day shall be paid for at triple time rates to both night and day shifts and if no work is performed straight time shall be paid. It is understood that for the night shift, the statutory holidays mentioned above, or the days celebrated as such,

will be celebrated the evening or night prior to said holiday or days celebrated as such. In addition to the holidays mentioned above, members shall be granted 2 floating days off each year with full pay to be taken at a time mutually agreed upon between the member and the foreman. If any new holiday such as "Heritage Day" is legislated to be a national holiday it will be added to the statutory holidays listed above.

(b) VACATIONS

- i) Three weeks (15 working days) with pay after one year's continuous Company service as of July 1st. Four weeks (20 working days) with pay after six years' continuous Company service as of July 1st. Five weeks (25 working days) with pay after fourteen years' continuous Company service as of July 1st. Six weeks (30 working days) with pay after twenty-four years' continuous Company service as of July 1st.

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 by the member and the foreman.

Continuous service will include unbroken service with any Southam division.

- ii) The principle of seniority shall prevail in the allocation of same, such allocations resting with the Publisher. No member shall be allowed to forego vacation in any one year for the purpose of adding

to the length of a vacation in any succeeding 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. Whenever possible, taking into consideration the brevity of the normal holiday season and the welfare of all employees, it will be permissible to take three weeks consecutively. Where this is found not to be possible, the third, fourth, fifth or sixth week shall be taken at a time mutually satisfactory to the Publisher and the employee. The Publisher agrees that members with third, fourth, 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. It is understood and agreed that such scheduling shall be restricted in accordance with the number of members on vacation at any given time.

- iii) A member who is on sick leave immediately preceding the commencement of his or her scheduled vacation will be allowed to reschedule all such vacation provided that the member's request is given to the foreman on a working day or night prior to the scheduled start of the vacation

and at the time of the request the member provides at his or her expense a certificate signed by a duly qualified medical practitioner establishing that the member is incapable of working. Such vacation will then be rescheduled by mutual agreement between the employee and the foreman.

SECTION 8-OVERTIME

Overtime shall be worked when required by the Publisher and shall be paid at the rate of time and one-half for the first two (2) hours and double time thereafter unless otherwise stated. Overtime after regular hours on Saturdays shall be paid at double time. Overtime shall also be worked when required by the Publisher after regular hours in order to complete the current edition of that day. Overtime shall be paid for and computed in fifteen minute periods.

When overtime is required the foreman shall endeavour to advise the chairman of the chapel no later than mid-shift and on so doing shall stipulate the number of men required and the approximate length of overtime to be worked.

SECTION-9 SUBSTITUTE FOREMAN/MAN-IN-CHARGE

Journeyman mailers when acting as substitute foremen shall receive scale plus a 15% differential.

When journeyman mailers are called upon to assume the responsibilities of a man-in-charge (in their own department) they shall receive scale plus a 10% differential.

SECTION 10-BEREAVEMENT LEAVE

- a) Members who have a death in the immediate family, upon notification to the Company, shall be allowed time off to attend the funeral during the time commencing with the day of death and ending with the day of the funeral. If conditions warrant it, other arrangements may be made by mutual agreement, provided one of the days is the day of the funeral. The member shall be reimbursed at his/her regular straight time rate of pay for regularly scheduled working days lost, up to a maximum of three (3) days, except in the case of the death of a spouse (legal or common law), son or daughter, step-son or step-daughter, when the maximum shall be five (5) days.
- b) Members shall be allowed one (1) day to attend his/her brother-/sister-in-law's funeral, and the member shall be reimbursed at his/her regular straight time rate of pay if the day of the funeral is a regular scheduled working day for the employee.
- c) Regularly scheduled working days do not include regularly scheduled vacation periods, the employee's regular day off or statutory holidays.
- d) If a member is on sick leave on the last regularly scheduled work day prior to commencement of the bereavement period, he/she shall receive only sick pay for

such days as are allowed and no bereavement pay as such. If a member is on leave of absence he/she shall not receive bereavement pay.

- e) For the purpose of this statement, immediate family shall include spouse, children, step-children, parents, brother or sister, grandchildren, grandparents, parents-in-law, and common law spouse.
- f) It is recognized that other circumstances, such as distance, may require bereavement leave longer than 5 days, but within reason, and permission for this shall not be unreasonably withheld.

SECTION 11-LEAVES OF ABSENCE

- a) If any member is elected or appointed to any office in the Union, such member on his own request in writing shall be given leave of absence for Union business without pay and without effect on priority standing for the period of such leave provided a competent substitute is supplied in his place. This shall apply also to a member who is a union delegate to conventions of the organizations named, whether local, national or international, or who is a delegate to special meetings called by the Ottawa Typographical Union or the CWA.

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 10 days duration. The parties may agree to an enlargement of these conditions.

- b) The Publisher agrees to pay the regular weekly salary of any member subpoenaed by the Crown to appear in the court or to serve on a jury. Night-side members will not be required to work night shifts on two consecutive nights if they must spend the intervening day in court and shall not suffer loss of pay. This clause does not apply to anyone appearing in court charged with an offence against the law.
- c) Paternity leave of one day with pay shall be granted upon request; such leave may be taken on any day within seven (7) calendar days of the date of birth or adoption.
- d) The Publisher agrees to grant maternity leave of six months or such longer period which the Publisher may grant to any female member if such employee requests it.

On each of the first two (2) weeks of maternity leave the member shall be paid an amount equal to 95% of her Unemployment Insurance Commission insurable weekly earnings. During the period of maternity leave the Publisher shall assume the full costs of the premiums for the company benefit programs in which the member is enrolled.

The member shall endeavour to provide

the Publisher with at least two (2) weeks' notice before commencement of maternity leave.

The member shall return to work not later than six (6) months following the commencement of maternity leave unless a further extension was agreed to by the Publisher prior to the commencement of said leave. The member shall provide the Publisher with 2 weeks' notice, or such longer period of time which may be necessary in order to satisfy departmental scheduling requirements, prior to returning from maternity leave. Failure to return immediately following the expiration of maternity leave shall be deemed to be a voluntary resignation.

Upon return from maternity leave, the member will be reinstated in her regular job or, if her regular job was abolished during her absence, to a comparable job at the same salary she would have received had her employment with the company been continuous and with full credit toward all of the applicable benefits which are affected by length of service.

Where a member has been employed with The Ottawa Citizen for a minimum of twelve (12) consecutive months prior to the commencement of maternity leave and where the member has qualified for UIC maternity benefits (60% of the member's Unemployment Insurance Commission weekly insurable earnings)

said member shall receive, upon request, a weekly supplementary maternity benefit (35% of the member's Unemployment Insurance Commission weekly insurable earnings) to compensate for the difference between the UIC weekly maternity benefit and 95% of the member's Unemployment Insurance Commission weekly insurable earnings for a total of fifteen (15) consecutive weeks with payment commencing with the third week of maternity leave.

In order to receive the weekly supplementary benefits described above, the member must agree to remain as an employee of The Ottawa Citizen for a period of not less than six (6) consecutive months following the expiration of maternity leave.

A member who has received weekly supplementary maternity benefits and who fails to return to work at the expiration of maternity leave or who fails to complete the agreed upon six (6) month term of employment following her return to work, whether due to voluntary resignation or termination for cause, shall reimburse the Publisher for all such monies received in the form of weekly supplementary maternity benefits within ten (10) days of the effective date of resignation or termination.

- e) The Publisher shall grant one day of leave with pay per year for family emergencies. Payment beyond one day shall be at the discretion of the Publisher.

f) A member who is required by the Publisher to attend a joint management union meeting shall not suffer any loss of salary due to his absence from work.

g) Leaves described in this section are not in addition to any statutory leaves now in effect or which may be legislated to take effect at any time during the term of this agreement.

SECTION 12-DUES CHECKOFF

The Publisher agrees to deduct from the earnings of all members and pay to the union not later than the fifteenth day of each month all membership dues for the previous calendar month. Such membership dues shall be deducted from the employee's earnings in accordance with a written schedule furnished the Publisher by the Union in the preceding month.

The schedule will also be the basis of deductions in succeeding months unless the Union gives written notice of amendments. Such amendments shall take effect in the month after that in which they have been received by the Publisher.

SECTION 13-CALL BACK

Members who have completed their regular work and are called back shall receive \$20.00 for the call and overtime rates for the period worked.

SECTION 14-JOB SECURITY

- (a) Effective January 1, 1993, 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 member 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 member would be eligible for an undiscounted pension if he/she were enrolled in the Southam Retirement Plan.

(c) Should the Publisher deem it necessary to reduce the Mailroom work force, staffing reductions will be accomplished by transferring members to other departments. When a member is transferred he/she will be subject to the collective agreement, if any, in that department or to any other provisions agreed upon by the parties. However, if a member working outside of the Mailroom as a result of a transfer is laid off in another jurisdiction by operation of seniority or other provisions, that member shall be transferred back to his/her original department with priority originally held at the time of transfer as a regular full-time journeyman mailer and shall be covered by the provisions of the collective agreement in effect at that time.

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 Mailroom to night jobs outside the bargaining unit without their consent and shall similarly endeavour not to transfer, against their will, members who are working nights in the Mailroom 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 Mailroom.

(d) A member transferred to another department will continue to be paid not less than the prevailing journeyman mailer rate of pay as agreed to in the collective agreement.

SECTION 15- RETRAINING

a) The Publisher will ensure that all members receive adequate retraining opportunities. It is recognized that some members will be 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 retraining will not destroy a member's job security as defined in the Job Security clause.

**SECTION 16-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) A member who has not reached age 55 or such earlier age at which participants in the Southam Retirement Plan become eligible for early retirement, and wishes to resign from the employ of the company can, upon resignation, claim a voluntary termination allowance in a lump sum equal to two weeks pay for every year of service or major fraction thereof, but not in excess of 52 weeks pay, such pay to be computed at the member's basic weekly rate of pay in effect at the date of termination excluding any premiums and/or differentials.

SECTION 17-HEALTH & SAFETY

- a) Proper sanitary conditions shall be considered vital on the part of the Publisher and members. The members will be responsible for the proper maintenance and cleanliness of their machinery and equipment, provided that members affected by this Agreement shall not be required to look after the cleaning of their own department.
- b) No member shall be required to use equipment which has not received proper, regular maintenance.
- c) The company agrees to provide, without charge, ear protectors against noise and

gloves as personal protective equipment, where and as they are required. Coveralls will be provided by the Foreman as necessary for particularly dirty work. Outdoor clothing will be provided as department clothing as required to those who are required to work out of doors.

- d) The company agrees to bear the cost of clean working uniforms for members, each week or a maximum total in rotation of seven (7) uniforms per person.
- e) The company shall pay an annual safety boot allowance of \$125.00 per member, but the company reserves the right to cease the practice of paying such allowance at any time and provide C.S.A. approved safety footwear directly to eligible members.

SECTION 18-FIVE DAYS A WEEK

It is agreed that this agreement shall be on the basis of seven days or lobsters or nights per week.

Seniority/priority journeymen shall have the choice of shifts, starting times, off days and vacation schedule.

SECTION 19-SICK LEAVE

- (a) 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, except that a cumulative absence for the same illness or injury shall be limited to a total of six months regardless of whether the absence for said illness or injury carries

over into the next calendar year when the affected member has qualified for Long Term Disability benefits. When required by the Publisher, a member on sick leave must furnish at his or her own expense a certificate signed by a duly qualified medical practitioner establishing that the member is incapable of working.

A member absent due to sickness or disability shall notify his foreman of his inability to report to work and shall at the time of notification indicate the probable duration of the absence.

The company shall not be required to pay benefits for any missed shifts when notification of absence has not been given. Such notification must be made by the member unless the nature of the sickness or disability makes this impossible and this can be corroborated to the satisfaction of the employer.

Unless otherwise notified by the company, a member absent due to sickness or a disability must phone in daily (following notification as specified above) to his foreman.

Under no circumstances will notification of absence due to sickness or disability given to the Chapel Chairperson be considered proper notification.

- (b) The Publisher has the right to obtain independent medical advice at any time and payment of sick benefits shall be subject to such independent medical ad-

vice. Any member who fails to submit to an independent medical check when requested by the Company shall receive no sick benefits for that specific occurrence.

- (c) No sick benefits will be paid for scheduled days off, vacations and statutory holidays.
- (d) No sick benefits will be paid for illness resulting from alcoholism or drug addiction if treatment is refused.

SECTION 20-JURISDICTION

In consideration for the employment guarantees specified in Section 14-Job Security, the Union hereby relinquishes effective January 1, 1993, and for all time, any and all jurisdictional claims with respect to any and all work currently performed or which may be performed in the future by members of the Union or any other persons employed by The Ottawa Citizen in its Mailroom or the same work or work of a like nature currently performed or which may be performed in the future by members of the Union or any other persons employed by The Ottawa Citizen outside of its Mailroom.

SECTION 21-SCALE OF WAGES AND HOURS

Effective January 1, 1993 to December 31, 1993

DAY RATE

\$1008.52 per week of 37½ hours
5 shifts of 7½ hours

NIGHT RATE

\$1008.52 per week of 35 hours
5 shifts of 7 hours

Effective January 1, 1994, and annually thereafter, the journeyman mailers' rates of pay 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. The increase shall be the difference in the Ottawa CPI reported by Statistics Canada for the period November of the current year over November of the preceding year which is available from Statistics Canada in the month of December.

All day shifts shall be between 7 a.m. and 7 p.m. and the night shift hours shall be between 7 p.m. and 7 a.m. Lobster shifts shall be any shifts combining day and night hours and shall be paid at the night shift rate. The night shift shall comprise 5 shifts of 7 hours and the day shift shall comprise 5 shifts of 7½ hours. Working hours on all shifts to run consecutively. Should the company revert to a one shift operation, there shall be a discussion of the feasibility of a 4 night work week.

Differential

There shall be a night differential paid of \$11.00 per shift.

Meal Periods

Meal periods shall be arranged through the foreman with the provision that no member shall be required to work more than five hours without at least a 30 minute meal break. The foreman shall schedule meal breaks on a rotating basis without interruption of production. A five minute wash-up period is to be allowed all employees at meal period.

It is agreed that the principle of interchanging positions in the Mailroom be adhered to.

SECTION 22-MISCELLANEOUS

All journeymen employed in the mailroom shall be deemed to be employees of the Publisher and may be employed at other duties outside the mailroom subject to the provisions of the Agreement. The superintendent or foreman, as representative of the Publisher shall be the sole judge of the competency of a member, but in no case shall a member be transferred to a class of work with which he is not familiar and then declared incompetent.

The 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 Ottawa 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.

This agreement is binding on any successor to The Ottawa Typographical Union, Local 102-CWA 14020 arising out of any merger or transfer of the bargaining rights currently held by Local 102-CWA 14020. If the Union or its successor is no longer the accredited bargaining agent any employee whose name appears on the list of those with employment guarantees shall have recourse to the procedure for resolution of grievances provided by the Ontario Labour Relations Act.

The parties agree that there shall be no strike or lockout while this agreement is in force in accordance with Section 72 of the Labour Relations Act of the Province of Ontario.
Signed at Ottawa, Ontario, this 9th day of February, 1993.

For The Ottawa Citizen:

Russ Mills
Ted Allan
Pat Brennan

For The Union:

B. T. Murray
James Hodges
D. L. Brown
Michael Crawford

APPENDIX "A"

Peter Therien
Edward Bettinger
Rene Cloutier
Eric Quesnel
Morris Clayton
John Burchill
Brian Dament
Gilles Quesnel
James Hodges
Todd Hartwick
Bruno Melodoro
Greg Lumsden

Michael Crawford
Terrence O'Connor
Ernie Manocchio
Richard Miller
James Nolan
Stan Wylie
Guy Grant
Sandra Malanka
Brian Sutton
Bill Napper
Robert Seguin