

# TAB 6

This is Exhibit « B » to the

Affidavit of ERIBERTO DI PAOLO

Sworn before me this 2<sup>nd</sup> day of December 2010

*Sylvie Santos*

Commissioner for Taking Affidavits



This is Exhibit « B » to the  
Affidavit of RITA BLONDIN

Sworn before me this 2<sup>nd</sup> day of December 2010

*Sylvie Santos*

Commissioner for Taking Affidavits



1981-1984

**AGREEMENT**  
between  
**The Gazette**  
**DIVISION OF SOUTHAM INC.**  
and



syndicat  
québécois de  
l'imprimerie et des  
communications  
local 145  
(UTI-FTQ)

**LE SYNDICAT QUEBECOIS DE L'IMPRIMERIE  
ET DES COMMUNICATIONS, LOCAL 145  
(Salle de Composition)**

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**MEMORANDUM OF AGREEMENT**  
**between**  
**THE GAZETTE, A DIVISION OF SOUTHAM INC.**  
**(Composing Room)**  
**and**  
**LE SYNDICAT QUEBECOIS DE L'IMPRIMERIE**  
**ET DES COMMUNICATIONS, LOCAL 145**

**Section 1** This Agreement is made and entered into this 12th day of November 1982, by and between The Gazette, a division of Southam Inc. through its authorized representatives, party of the first part, hereinafter sometimes referred to as the Company and the subordinate Union of the International Typographical Union of the City of Montreal, known as Le Syndicat Québécois de l'Imprimerie et des Communications, Local 145, by a committee duly authorized to act on its behalf, party of the second part, hereinafter sometimes referred to as the Union.

**DURATION OF AGREEMENT**

**Section 2** WITNESSETH, that this Agreement shall be effective as from July 1, 1981 and shall remain in effect until June 30, 1984, inclusive.

**RECOGNITION OF UNION LAWS**

**Section 3** The Company agrees to respect and observe the conditions of the By-Laws of Montreal Typographical Union, No. 176, and General Laws of International Typographical Union, not in conflict with the terms of this Agreement (Copies of which are attached and made a part of the Agreement). It is further agreed that the aforementioned By-Laws may be amended by the Union without the consent of the Company; provided, however, that changes which conflict with the terms of this Agreement or affect wages, hours or working conditions, shall not become operative during the life of this Agreement except by mutual consent of both parties signatory hereto.

**JURISDICTION**

**Section 4** Jurisdiction of the Union and the appropriate unit for collective bargaining is defined as including all composing room work and includes classifications such as hand compositors, mark-up men,

typesetting machine operators, make-up men, bank men, dispatch and cut room employees, proof-press operators, proofreaders, technicians, operators and machinists, on all devices which cast or compose type, slugs or film (including sensitized paper), tape perforators, reperator units and tape readers, for use in composing or producing type, operators of all phototypesetting machines (such as Fotosetter, APS, Xenotron, Photon, Linofilm, Monophoto, Coxhead, Liner, Filmotype, Typro), operators of Itek Platemaster, employees affixing cuts and shell casts to composing room base by means of adhesive; employees engaged in proofing, waxing and paste-makeup with reproduction proofs, processing the product of phototypesetting machines, including development and waxing; paste-makeup of all types (film, paper or other material), handlettered, illustrative, border and decorative material constituting a part of the copy; ruling; photo-proofing; operators of any device such as a camera when used for enlargement, reduction or modification of type faces and all camera work to complete the paste-up such as veloxes, reverses and overlays and also employees performing correction, alteration, and imposition of the paste-makeup (film, paper or other material) serving as the completed copy for the camera prior to the making of the plate. Paste-makeup for the camera as used in this paragraph includes all photostats and prints used in offset or letterpress work and includes all photostats and positive proofs of illustrations (such as Velox), where positive proofs can be supplied without sacrifice of quality or duplication of efforts.

It is agreed that all camera work and any photographic work or processes, including contact prints and photo mechanical transfers used to prepare the completed pasteup, is within the jurisdiction of the Union and all such work is to be performed by members of the Union covered by this Agreement.

The term proofpress operators as used in this section includes operators of all presses used for composing room work.

**Section 4 (a)** It is recognized that paste-makeup of type, cuts and other matter as described in this section either in film or paper from phototypesetting machines (such as APS, Xenotron, Fotosetter, Photon, Linofilm, Monophoto, Coxhead, Liner, Filmotype, Typro and Hadego) or reproduction proofs on paper or



transparencies is composing room work to be done under the terms of this Agreement, before the paste-up is transferred to the stereotypers for the making of the final negative for the plate.

Nothing herein shall preclude sending glossy proofs to an advertiser for the making of photographically enlarged, reduced or screened plates by the advertiser to be incorporated in ads to be used in a newspaper of the Company. The term paste-makeup as used in this Agreement applies to the paste make-up of matter to be used in the newspapers of the Publisher and for any other paste make-up done by the Publisher.

The jurisdiction of the Union includes the assembling of all material required for all work or processes prior to the completed paste-up. Provided further, the filing of all negatives and photomechanicals which have been used in the production work of the Company is under the jurisdiction of the Union.

**PAGINATION**

**Section 4 (b)** The operation of any equipment or pagination procedure which performs make-up is Composing Room work under the terms of this Agreement. Any evolution or change of process, equipment, method or procedure which replaces work or functions outlined as Composing Room work in this Agreement, then such evolution or change of process, equipment, method or procedure will be performed by members covered by this Agreement.

However, editorial staff (who normally perform such functions as editing and merging text) may use an electronic VDT system to send directly to typesetting a news story for multiple-column out-put complete with heads, sub-heads and body text with instructions for column widths, indents and depth.

The editorial department staff may also provide typesetting messages for composing room staff through the electronic VDT system for composing room staff to do the page make-up (or arrangement on the page) of one story to others. However, such stories may not be sent directly to typesetting by the editorial department staff. Stories with such page make-up instructions shall be sent to typesetting only by Composing Room employees, together with their instructions

for the electronic VDT make-up of all display and classified ads.

The operation of any equipment or pagination procedure which performs full-page make-up or classified or display ad make-up is Composing Room work under the terms of this Agreement.

**Section 4 (c)** The jurisdiction of the Union includes the operation of all video display terminals or similar devices and/or on-line equipment to a computer when performing work functions as covered by this agreement for the preparation of tape or other input for composition, proofreading or correcting of type in any form as presently practiced, to be produced on composition equipment.

The Union agrees that all wire services may be entered directly into the computer via electronic impulses. Editorial department staff (reporter level and above only) may originate and type editorial copy into the computer by a VDT or editorial copy prepared for the OCR providing the original employee makes such entry. Editorial staff may scroll and make alterations to such copy. All editorial copy entered into the computer by members of the Union shall not be released to the Editorial Dept. for editing until such copy has been justified, re-read and corrected on the VDT.

Headings, sub-headings and captions may be written on the VDT by editorial staff.

Editorial staff who normally perform such functions may edit and merge text that has been entered into the computer.

Any editorial copy that is received scanner-ready in the newsroom of the employer and does not have to be re-typed may be entered directly via OCR.

All other editorial material shall be prepared by members of the Union.

Any typing pool (one or more persons) which prepares input for an OCR shall come under the jurisdiction of the Union. Such employee(s) shall be members of the Union or make application to become members of the Union as provided in section 8.

Input for the OCR or OCR system which may be prepared by employees other than members of the Union, other than that listed above shall be limited to classified advertising material (including birth and death notices) provided such material is typed by the

original telephone ad taker. Classified ads received in any other manner will be sent to the Composing Room for keyboarding and processing. All display ads, career ads, and commercial copy, including supplements to The Gazette, shall be keyboarded and processed by members of the Union except that copy that is supplied camera-ready by the customer and OCR copy and preprints supplied by the customer. All coding, typing and corrections other than for material for which direct input is provided above shall be done by members of the Union.

It is understood that editorial material may be entered directly into the computer, via the "wire services" referred to in Section 4(c) but that advertising material may not be so entered.

In this context editorial material is considered to be copy that requires creative writing, selection, arrangement or collating by the originator, for which service The Gazette pays the originator.

In this context advertising material is considered to be copy for which The Gazette receives direct payment from the advertiser in return for its publication.

Example of editorial material are syndicated columnists, out-of-town freelancers, stock tables, TV listings and sports scores.

However, editorial material is not limited to these examples.

**Section 4 (d)** Whenever a story is to be filed by telephone, it is agreed that an editor will request the Composing Room foreman to have a keyboard operator take the story over the telephone and enter it by VDT into the computer. The Company will provide the operator with earphones for this purpose.

Once the operator has proofread and corrected the story, he/she will then transfer it from the computer file of the Composing Room to the editorial file (desk) requested by the editor. The editorial department may then edit the text, write heads, etc. . . and send the story for typesetting.

### **CLASSIFIED ADVERTISING TERMINALS AND COMPUTER**

**Section 4(e)** Classified ads, including kills and alterations of any ad however previously entered to the

computer, will be received over the telephone by the regular ad taker, who will enter it directly on the form programmed on to the VDT screen, operating on-line to the computer located in the Composing Room.

The present practice of copy checking will be continued whereby an advertising department "copy-checker" recalls and reviews the ad (on a VDT screen), making the changes that are required.

The ad will then be sent, producing at the same time a hard-copy print-out as a permanent record of all copy sent as ready for typesetting.

Access to the master file for the Composing Room personnel will be provided by VDT's in the Composing Room for the production operations referred to below.

Maintenance of the production file, including calling of statistics, preparation for production and production output will be done by Composing Room personnel.

Maintenance and operation of the class-ad terminals will be done by Composing Room personnel on a basis similar to that for computers and terminals in the Composing Room.

There will be no limitation on the on-line access to, input to and the use of the computer system located in the Composing Room for business, accounting or advertising functions, including header and billing data for any kind of advertisement. Data may be transferred including print-out, to or from the business computer or other computer by communication line or other means. However, all physical work performed in the computer room in the Composing Room will be done by Composing Room personnel.

**TECHNOLOGICAL CHANGE AND JOB GUARANTEE**

**Section 5(a)** Technological change is a change brought about by the introduction of any equipment or new processes which function as a substitute for, or evolution of the present work in the department and which could result in a reduction of employees other than those listed in the separate Agreement between The Gazette and Le Syndicat Québécois de l'Imprimerie et des Communications, Local 145 dated November 12, 1982. (Appendix "C")

**Section 5(b)** The Company will notify the Union in writing at least three (3) months in advance of any contemplated technological change as defined above.

The Company agrees to meet with the Union within ten (10) days of such notice to discuss the approach to training or any problems that might arise because of such change. If the Union foresees any jurisdictional problems which may arise as a result of said technological change, it is agreed that the date of introduction may be delayed up to a maximum of an additional sixty (60) calendar days.

**Section 5(c)** To encourage early voluntary separation in the event to technological change, employees who meet the conditions set herein may be offered the following incentives:

Those regular journeymen who have reached 60 years of age may be offered the sum of \$450.00 per month commencing at date of separation and payable up to age 65. At age 65 they would become eligible for their deferred pension under the provision of the Company Pension Plan.

**PLUS**

A lump sum payment on separation equal to \$200.00 times the number of months their age at separation is short of age 65.

**PLUS**

The sum of \$200.00 will be added, either to the monthly sum of \$450.00 or to the lump sum of \$200.00 whichever they choose.

The above incentives may be extended in special circumstances to those not yet 60 years of age where mutually agreed by the Company and the Union.

Consideration for early separation incentives will be based on the priority of those employees eligible.

**COMPUTERS — MAINTENANCE AND PROGRAMMING**

**Section 6(a)** It is agreed that when a computer is used for Composing Room work, the jurisdiction of the Union includes the preparation of all input (except as provided otherwise in this Agreement) and all handling of output, operation of the computer and all input and output devices, programming for Composing Room work, (except that programming which because of its nature must be provided by the manufacturer or lessor) and the maintenance of all the foregoing equipment (except that maintenance which because of its nature must be provided by the manufacturer or lessor).

The jurisdiction of the Union includes the maintenance and repair of all Composing Room equipment such as: Video Display Terminals, OCR machines and peripheral equipment used in Composing Room work, including editorial and classified ad Video Display Terminals and computers (except that maintenance which, because of its nature, must be provided by the manufacturer or lessor). Members of the Union who are required to maintain such equipment will be given the opportunity to become competent to repair such equipment.

**Section 6(b)** Programming begins with the creation of a detailed flow chart and continues until the programme for the computer is coded and ready for preparation as programme input material. Programming does not include systems analysis.

Programmes prepared by employees covered by this Agreement may be edited, modified or redrawn by experts not covered by this Agreement.

**Section 6(c)** In the event of a temporary, emergency breakdown caused by mechanical or electrical failure, a backup computer may be used and the Union agrees the input and output will be processed by employees covered by this Agreement during the period of such temporary, emergency breakdown.

The Company shall make no other contract covering work as described above especially no contract using the word "stripping" to cover any of the work abovementioned, except as provided elsewhere in this Agreement.

### **KEYBOARD OPERATOR**

**Section 6(d)** A competent keyboard-operator is one who is capable of producing sixty (60) words per minute of non-justified average run of the hook corrected matter from legible copy on a ten (10) minute test; provided, however, that this shall not be a bar against discharge if an operator proves incompetent in other respects.

Operators shall not be held responsible for time lost through breakdown or malfunction of machine or non-supply of copy.

It is agreed that new operators will work at least one full shift before they are required to take the 10 minute test. Such period may be extended at the discretion of the Foreman.

In the event the office requires keyboard operators to fill new or vacant situations, the Foreman shall advise the Chapel Chairman of the requirements of the office. The Chapel Chairman shall advise the Foreman within twenty-four (24) hours of the number of competent keyboard operators available to fill the requirements from among regular journeymen situation holders.

If a sufficient number of competent keyboard operators is not available from Composing Room regular situation holders to fill vacant or new keyboard operator situations, the opportunity to be trained shall be offered to employees, provided satisfactory proof has been given to the Foreman that they have achieved a competency of forty (40) words per minute (net) with no more than ten (10) errors (ten-minute test) in the operation of the typewriter.

In the application of the provisions of this section, if there is still an insufficient number of potentially competent keyboard operators, in the Composing Room, to meet the requirements of the office, other competent keyboard operators may be employed. Such persons shall apply for membership in the Union before being permitted to work. The Union will issue a working permit pending action on the application and report on the employee's competency.

**Section 6(e)** Typewriting competency referred to in Section 6(a) at forty (40) words per minute in a ten-minute test shall be computed as follows:

Five strokes count as a word; therefore, divide the total number of strokes by 5. The result is the GROSS WORDS typed. From the gross words deduct ten (10) words from each error. The result is the NET WORDS typed. No more than ten (10) errors permitted in any test.

**RETRAINING**

**Section 6(f)** It is agreed that the Company will retrain such regular employees from those regular employees covered by this Agreement in priority, who desire to convert their present skills to the skills required by the new process or equipment. It is further agreed that such retraining will be given without loss of regular wages.

Should a journeyman situation holder who has been selected to retrain on new equipment be required by

the Company to take such retraining outside the plant of the Company, it is agreed that in addition to his regular wages, all expenses incurred in connection with the retraining will be paid by the Company.

If the Company installs computerized photo-typesetting equipment it is recognized that such discussions will include categories such as: computer programming, photo-typesetting, markup, electronic maintenance, paste-makeup, and camera.

**Section 6(g)** The Company agrees subject to Appendix "C" that no regular situation holder as of the date that the Union receives the notices provided for in the foregoing Section 6(f), who has expressed his desire to undertake retraining will be laid off unless he first has had an opportunity to retrain.

An employee who fails to become competent during retraining in his own classification shall be permitted to transfer to another classification and, providing he has the necessary priority in the new classification, he shall be given one additional opportunity to retrain. The Foreman shall be the sole judge as to an employee's progress and competency during any retraining program. However, the Union may challenge the Foreman's decision as provided in Section 39 of the Agreement.

**Section 6(h)** The Company agrees that any regular fulltime employee or substitute who has six (6) months priority and who makes himself available for work and who receives a diploma from an approved electronics course will be reimbursed a minimum of 50% of the direct costs incurred by him, with a maximum reimbursement of \$200.00 for any situation holder in a calendar year. "Direct costs" means the cost of fees (registration, tuition) charged by the educational institution and the cost of required text books or other required course material.

The maximum payment may be raised to \$400.00. In such cases the course must be approved in advance, the Company must be satisfied that it will benefit directly from the employee's having completed the course, and the employee shall undertake to remain employed with the Company for six months after completion of the course. If the employee should leave before six months, any payment over \$200.00 shall be deducted from severance, vacation or other settlement due the employee.



### OUTSIDE TAPE

**Section 7** Only tape perforated by employees covered by this Agreement and all copy received in tape form over regularly leased wires may be used, subject to Section 4(c). In the event the Company, during the life of this Agreement, desires to extend the use of tape not authorized by this Agreement, they shall notify the Union. Upon such notification, the parties shall, without undue delay, enter into negotiations for the purpose of arriving at a mutual agreement concerning the matter, but disagreement thereon shall not be subject to arbitration.

### UNION MEMBERSHIP

**Section 8** The Company agrees to employ only members of Le Syndicat Québécois de l'Imprimerie et des Communications, Local 145, to perform all work within the jurisdiction of the Union, including that of foreman. The Union shall furnish as many competent journeymen as are called for by the Company to meet their requirements and to endeavor to eliminate the necessity of any situation holder working a fifth or sixth shift. Should the Union be unable to supply sufficient number of competent journeymen to meet the needs of the Company, it is agreed that the Company may secure the help from any source, provided that such persons apply for membership in the Union before being permitted to work. The Union will issue a working permit pending action on the application and a report as to the applicant's competency. The foreman shall create the number of situations necessary to meet the needs of the Company, thereby reducing to a minimum the employment of substitutes.

### HOURS AND WAGES

**Section 9** Day work shall be between 7 a.m. and 6 p.m.

**Section 10** Night work shall be between 6 p.m. and 7 a.m.

**Section 11** Eight (8) hours shall constitute a day's work and thirty-two (32) hours a week's work; seven and one half (7½) hours shall constitute a night, split or lobster's work and thirty (30) hours a week's work. All time worked by journeymen on a shift after 10 p.m. and ending before 7 a.m. shall be paid for at lobster shift rates. When it is necessary to work split shifts,

running from day into night hours or vice versa, said shift shall be paid for at the split rate.

**Section 12** The regular straight-time rates for journeymen shall be as follows:

	Hour	Week	Hours
From July 1, 1981 to January 3, 1982			
Day	\$16.844	\$539.	32
Night	\$18.500	\$555.	30
Split & lobster	\$18.634	\$559.	30
From January 4, 1982 to June 27, 1982			
Day	\$17.688	\$566.	32
Night	\$19.400	\$582.	30
Split & lobster	\$19.534	\$586.	30
From June 28, 1982 to January 2, 1983			
Day	\$18.563	\$594.	32
Night	\$20.334	\$610.	30
Split & lobster	\$20.467	\$614.	30
From January 3, 1983 to January 1, 1984			
Day	\$20.782	\$665.	32
Night	\$22.700	\$681.	30
Split & lobster	\$22.834	\$685.	30
From January 2, 1984 to June 30, 1984			
Day	\$21.907	\$701.	32
Night	\$23.900	\$717.	30
Split & lobster	\$24.034	\$721.	30

**WELFARE PLAN**

**Section 13(a)** The Union will negotiate a Comprehensive Welfare Plan which will include Life Insurance, Accidental Death and Dismemberment, Supplemental Hospital and Major Medical, Vision Care, Dental Care and Weekly Indemnity benefits (hereinafter referred to as the Plan).

The Company shall accept the sole responsibility for premium payments required by the Plan to the complete exoneration of the Union and including the sole responsibility for the remittance of the employee's portion of the premiums deducted by the Company as billed by the insurance company, including such additions and changes and deletions under the terms of the Plan as have been notified by the Union to the insurance company and included in the insurance company monthly billing to the Company.

For each full-time regular employee covered by this Agreement who joins the Plan, the Company agrees to contribute to the Plan over and above the weekly earnings for their employees, as follows:

- Married — \$20.43 per week
- Single — \$13.14. per week

The above contributions shall be in payment for the premiums for the Plan, including the Company Long-Term Disability Plan, but excluding the Weekly Indemnity Plan which shall be paid for in its entirety by the employee through payroll deductions. The amount of the above contributions by the company shall remain unchanged for the duration of this Agreement, except that any increase in premiums for the Long-Term Disability Plan will be entirely paid for by the Company.

It is agreed that the benefit provided under the Long-Term Disability Plan shall be based on the employee's normal straight-time earnings only.

**Section 13(b)** Employees who have retired prior to the implementation of the revised Welfare Plan shall continue to be covered by the provisions in effect when they retired.

Full-time regular employees who are in the Welfare Plan and who elect to retire at the normal retirement age as prescribed in the Company Pension Plan, or later, although they may not necessarily be members of the Pension Plan, shall receive group health insurance benefits (major medical and hospital) and \$5,000.00 life insurance benefits paid for by the Company, at the amounts of coverage provided at the time of signing of this Agreement.

**Section 13(c)** Should government legislation be introduced during the term of this Agreement which affects any benefit included in the Welfare Plan, referred to in Section 13(a), the parties agree to meet to discuss the impact of such legislation and agree in principle that changes in the total cost or savings of the existing plan resulting from such legislation shall be shared between the Company and Union members pro-rata to their respective contributions.

**Section 13(d)** The Company shall pay the regular wages of a full-time regular employee for the second

day of an absence exceeding two days after he has qualified for the short-term disability, unless the second day is paid by the Comprehensive Welfare Plan.

**Section 13(e)** Even though an employee must leave work due to accident or sudden illness, he shall receive a full day's wages, provided that he seeks immediate medical attention at a hospital or otherwise, if this is deemed advisable in the judgment of the foreman. Transportation will be furnished in those cases where necessary. The Company will not be required to hire a substitute for that shift.

**WORKMEN'S COMPENSATION**

**Section 13(f)** If a full-time regular employee is injured by reason of accident in the course of his work at The Gazette and such accident is covered by the Quebec Workmen's Compensation Act, the Company will pay full wages at straight-time rates for a period of up to twenty-six (26) weeks, as long as the period of disability is simultaneously covered by the Q.W.C.A.

The employee is under the obligation of reimbursement in part, by transferring to the Company the wage compensation he received from the commission applicable to the 26 week disability period.

Payments to an employee eligible under the terms of this Section together with payments from any form of government or other assistance shall in no instance amount in total to more than the employee's regular amount of wages as set out in the scale of wages as provided in Section 12 of this Agreement.

**PENSION BENEFITS**

**Section 14** The Company agrees that the benefits provided by the Company Pension Plan shall not be reduced during the term of this Agreement, provided that should government legislation be introduced which affects any benefit in the Pension Plan, the parties agree to meet to discuss the impact of such legislation and agree in principle that changes in the total cost or savings of the existing plan resulting from such legislation shall be shared between the Company and Union members pro-rata to their respective contributions

**VACATIONS**

**Section 15** All situation holders and apprentices holding situations during the 12 months prior to April 1 of any year, shall be entitled to the following vaca-

tions with pay during the vacation period specified in Sections 17 & 21:

Years of Service	Weeks of Vacation
1	3
7	4
14	5
22	6

All situation holders, apprentices and extras who have worked a portion of the 12 month period ended April 1 of any year will receive one day of vacation with pay for each 17 days or major fraction so worked.

Apprentices who become journeymen and remain on the priority board will be entitled to full vacation credits for time served with the Company, as outlined in this Section.

**Section 16** Each week of vacation is understood to mean four (4) working days or working nights.

**Section 17** Summer vacations which shall consist of two (2) consecutive weeks shall be scheduled by the office between June 1 and Labour Day, with consideration to priority and the needs of the Company. It is agreed that posting of the schedule for apprentice vacations shall be simultaneously and separate from that of the journeymen schedule. However this will not preclude an employee taking his summer vacation outside the summer vacation schedule.

**Section 18** It is agreed that compensation for vacation shall be at the employee's regular rate of pay for the shift on which he is employed.

**Section 19** Any employee covered by this Agreement leaving his place of employment voluntarily or otherwise shall be entitled to and receive his vacation credit pay on a pro-rata basis. Such credit shall be paid at the time of leaving employment.

**Section 20** No employee will be allowed to forego vacation in any year for the purpose of adding to the length of vacation in any succeeding year.

The "Vacation Year" is April 1 to March 31. Employees shall accept and take vacations to the extent to which they are entitled before March 31st of the following year.

**Section 21** The third, fourth, fifth and sixth week of vacation shall be scheduled from April 1 to May 31 and from Labour Day to March 31 of the following

year. It is agreed that the members entitled to a third week of vacation will have choice of vacations over those members entitled to a fourth week of vacation those members entitled to a fourth week of vacation will have choice of vacations over those members entitled to a fifth week of vacation, and those members entitled to a fifth week of vacation will have choice of vacations over those members entitled to a sixth week of vacation.

**Section 22(a)** The following statutory holidays shall be observed in the plant of the Company: New Year's Day, Good Friday, Victoria Day, St-Jean-Baptiste Day, Dominion Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day or days celebrated as such. All situation holders and apprentices whether required to work or not shall be paid for recognized holidays at straight time rate. In addition to the day's pay all situation holders and apprentices required to work on any of the above statutory holidays shall be paid double the straight time rate. In addition to the day's pay all situation holders and apprentices required to work overtime on any of the above holidays shall be paid the straight time rate plus double time.

Should a situation holder be away from work because of sickness it is agreed such employee will receive one day's pay for any of the statutory holidays listed in this section that occur during his/her sickness up to a period of six months.

**Section 22(b)** In addition to the nine (9) Statutory Holidays, provided for in Section 22 (a), each regular situation holder shall be entitled to three (3) days leave of absence with pay at his regular rate of pay on days to be taken within the period April 1 to March 31 of the following year as scheduled by the foreman. Such scheduling to be in the same manner as vacations under past practices. Effective July 1, 1983, each regular situation holder shall be entitled to a paid holiday on his birthday. Should the birthday occur on a slide day, holiday or during a vacation, another day off shall be scheduled with the foreman.

**Section 22(c)** When filling the situation of a regular employee who is on leave of absence, a substitute who works both a full work week preceding and regularly scheduled shift next following a statutory holiday shall be paid for such holiday at the regular straight-time rate.

For each four (4) days of office work a substitute who has retained his continuous priority on the chapel slipboard for one year or more will receive one (1) statutory holiday at straight-time rates for one shift.

For each fourteen (14) days of office work a substitute who has retained his continuous priority on the chapel slipboard for less than one (1) year will receive one (1) statutory holiday at straight-time rates for one shift.

No substitute shall be eligible for statutory holiday pay in excess of the number of statutory holidays in a calendar year provided in Section 22(a).

**Section 23** When an employee's slide day falls on a holiday or when a holiday falls during an employee's vacation period such employee affected shall receive one day's pay at straight time rate.

**OVERTIME**

**Section 24** All time worked before or in excess of the hours of a regularly established shift shall be paid for at time and one-half for the first three hours and double time thereafter. Sunday work, that is work performed after the completion of the scheduled shift on Saturday and before the scheduled shift which begins the next week, shall be paid at double and one-half time, with the exception of shifts regularly scheduled for Sunday. All work performed between 4:00 p.m. Saturday and 7:00 a.m. Monday except regularly scheduled shifts shall be paid at double and one-half time. Overtime will be worked when required for the current day's publication.

**Section 25(a)** No employee covered by this scale shall be required or permitted to hold a situation of more than four (4) days or four (4) nights in one financial week. When an employee is required to work on a regular off day or night, or the fifth, sixth or seventh shift in any financial week, he/she shall be paid at the rate of time and one-half for the first three hours of the said shifts, and at the rate of double-time thereafter for the balance of the shift.

**Section 25(b)** Overtime worked on a fifth, sixth or seventh shift shall be paid at the rate of double time and one quarter.

**CALL BACK**

**Section 26** Employees who have left the building and are called back for overtime, other than for a fifth or

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sixth shift, after more than one hour from termination of regular hours of work, shall receive the regular overtime rate for the actual time worked on said call back, subject to the provision that the minimum amount of overtime paid for shall be half the number of hours in the employee's regular shift. It is understood that this guarantee shall not apply to notification to report early or when employees have been notified of the call back before leaving the building.

**FULL SHIFT**

**Section 27** No employee shall be employed for less than a full shift except when discharged for cause or excused at his own request.

**CLASSES OF WORK AND TRANSFER**

**Section 28(a)** For the purpose of this Agreement departments are not recognized but classes of work shall be designated as follows:

- 1—Technicians
- 2—Cameramen
- 3—Keyboard Operators
- 4—Floormen

**Section 28(b)** Extra work and regular situations shall be given out by the foreman to substitutes in order of priority. It is agreed that general priority shall be recognized. However the Union agrees that sufficient competent journeymen required to meet Company requirements will be available in any class of work at all times.

A member may not be transferred to work with which he is not familiar and from it be discharged for incompetency.

**DISCHARGE**

**Section 29(a)** The foreman may discharge (1) for incompetency, (2) for neglect of duty, (3) for violation of Company rules which shall be conspicuously posted, and which shall in no way abridge the civil rights of employees, or their rights under accepted International Typographical Union laws. Upon demand the foreman shall give the reason for discharge in writing. Demand for written reason for discharge shall be made within seventy-two (72) hours after member is informed of discharge.

**Section 29(b)** Any member who has been discharged and believes the discharge unjustified shall have the



right to appeal to the local Union. From the decision of the local Union either party may appeal to the Joint Standing Committee, the decision of which shall be final and binding.

**JOB SECURITY AND REDUNDANCY**

**Section 30** Those employees, and only those employees listed in Appendix "A" shall have the job security in respect to volume provided by this section.

**Section 30(a)** In the event of a decrease in volume, the Company shall notify the Union in writing of the number of compositors considered to be redundant, requesting a meeting within ten (10) days.

**Section 30(b)** The number of compositors considered to be redundant shall be due to and proportional to the advertising lineage in the three previous consecutive months, compared to the same three-month period in the previous year.

None of the employees listed in Appendix "A" shall be considered redundant due to seasonal variations in the volume of work.

**Section 30(c)** The first three-month period having been established, a similar review shall be made in each subsequent period of three months. Another notice of redundancy may be made in case of a further drop in volume where the additional redundancy exceeds six or multiples of six. On the other hand, a reduction of the number determined above may be made in the case of an increase in volume or an attrition of numbers due to death, retirement or resignation.

**Section 30(d)** A redundancy shall not be considered to have occurred unless the number of employees exceeds six. Should the adjusted number fall to six or less, having considered the net total of cumulative increase or decrease for all the previous periods of review, the notice(s) of redundancy shall be cancelled, beginning with the last previous notice.

**Section 30(e)** The Company and the Union shall meet within ten days of receipt by the Union of a written notice of redundancy. Should there be disagreement on the calculation of the number of redundant situations, or disagreement in respect to the interpretation of any other clause of this Section the dispute shall be resolved by a bench decision by an arbitrator selected in accordance with Appendix "B" attached to

this Agreement. Such arbiter may also consider arguments of "force majeure" by either party. The Company shall have the obligation to demonstrate that if redundancies are due to and proportional to the reduction in volume.

**Section 30(f)** A notice of redundancy shall bring about a one year retraining period, arranged in consultation with the Union, for a number of employees equivalent to the number declared to be redundant. Should it be possible to transfer employee(s) to other departments and so reduce the number of redundant situations to or below six the redundancy notice shall be cancelled.

If a notice of redundancy is cancelled for any reason, the Company may discontinue the retraining program in respect to that redundancy.

**Section 30(g)** Through the period of one year following a notice, the redundancy may be reduced or eliminated by an increase in volume or by the attrition of death, retirement or resignation. However, failing this, the employee(s) previously declared redundant shall be laid off and shall be deleted from Appendix "A" subject to the provisions of Section 30(h) and (j) in respect to return or rehire.

However such employee(s) shall retain the job guarantee against layoff due to technological changes provided by a separate agreement signed by The Gazette and Le Syndicat Québécois de l'Imprimerie et des Communications, Local 145 on November 12, 1982 (Appendix "C").

**Section 30(h)** In the event of attrition in the composing room due to death, retirement or resignation, or in the case of an increase in volume, where an increase in the number of regular employees is required by a calculation similar to that in (b) above, employees on the list of Appendix "A" who have been transferred to another department shall have the right of choice to return to the composing room.

**Section 30(i)** An employee who has been laid off and deleted from Appendix "A" shall have the option of remaining on the sub board or of resigning and accepting the provisions for dismissal of Section 43.

Notwithstanding the provisions of Section 43, such an employee may resign and accept dismissal pay at the time of layoff or at any time later. The Company shall have no further obligations under this Section 31

to any employee after he/she has accepted the dismissal allowance.

**Section 30(j)** An employee who is on the list of Appendix "A", and who has been declared redundant and eventually laid off for lack of work may continue as a substitute. He/she shall be rehired in order of priority as a regular employee if an increase in the number of regular employees is required by a calculation similar to that in (b) above, or to replace a regular situation holder in the event of attrition in the composing room due to death, retirement or resignation. If he/she is rehired he shall resume the level of welfare and other benefits he had accumulated before the layoff and he shall be restored to Appendix "A".

**Section 31** Subject to Section 30, a reduction in the force shall be accomplished by laying off the person last employed.

**PRIORITY RIGHTS**

**Section 32** When a day situation or preferred situation is open, preference shall be given in order of priority standing. Members last in priority standing in the office shall be required to fill night situations. If there is a reduction in staff on any shift the members so displaced may claim next preferred shift to which his priority entitles him. Priority also applies to new starting times but shall be limited to the shift on which such changes in starting times are contemplated. This shall not apply to non-working foremen and non-working assistants.

**Section 33** In all transfers between shifts the top priority member shall have the option of acceptance or refusal of preferred position. In the event of refusal by priority member, he/she still retains priority for next preferred situation.

**Section 34** Trading of slide days by members or temporary arrangements between members and foremen for changes in slide days for the purpose of enabling situation holders to avoid giving out work to substitutes is forbidden.

**Section 35** At least two weeks notice shall be given when transfers are made between shifts or when regular starting times, slide days or lunch periods are changed. Such changes shall be in effect for a minimum period of three weeks, unless otherwise mutually

agreed.

**Section 36** On the day-side the time each situation holder starts work shall be the same each day during the week except Saturdays, Sundays and the day preceding a Statutory holiday or on the day of a Statutory holiday, and on the night shifts the same time each night during the week except Saturdays.

**SUBSTITUTES**

**Section 37** Should a member wish to absent himself/herself from work, the available priority substitute shall be employed in his/her place only if required by the foreman.

The Company may hire substitutes for the office without creating new situations.

**Section 38** Regular situation holders shall report for work or have substitutes ready (if required by the office) when time is called. Should a regular employee not report to work or communicate to the Chapter Chairman that he/she has been delayed due to circumstances beyond his/her control within 30 minutes following the regular starting time, he/she may be replaced by a substitute at the option of the foreman. This shall not preclude the office from hiring both the regular and the substitute.

**JOINT STANDING COMMITTEE**

**Section 39** A standing committee of two representatives of the Company and a like committee of two representing the Union shall be appointed; the committee representing the Union shall be selected by the Union and in the case of a vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his place. To this committee shall be referred in writing all disputes which may arise as to the scale of wages, the construction to be placed upon any clause of the agreement, or alleged violation thereof which cannot be settled otherwise, and such joint committee shall meet within three weeks when any such disputes shall have been referred to it for decision by the executive officers of either party to this Agreement. If agreement is not reached within 30 days, either party may declare to the other in writing its intention to refer the dispute to a Board of Arbitration, at the same time naming its arbitrator to the Board. The other party shall name its arbitrator by responding in writing within two weeks. The two arbi

trators shall within two weeks agree on the selection of a third arbitrator, or in the event of a disagreement, request the Minister of Labour to nominate the third arbitrator. A single arbitrator may be selected rather than a board, if mutually agreed by the parties. The decision of this board or single arbitrator shall be final and binding upon both parties, provided that local union laws not affecting wages, hours, or working conditions and the General Laws of International Typographical Union shall not be subject to arbitration. The conditions prevailing prior to the cause of the dispute shall be maintained until decided as above provided. It is agreed that arbitration will be limited to the terms and conditions of this Agreement.

It is agreed that members appointed by the Union to attend meetings of the Joint Standing Committee held during their regular shift shall be allowed to leave work to do so, without loss of pay.

Should a meeting fall during another shift than that of an appointee, such appointee will be allowed the equivalent time off (including reasonable travel time) from another of his regularly scheduled shifts.

Should a meeting fall during the slide shift of an appointed member, the Company will arrange for another day as slide day.

It is understood that a substitute shall not be required.

Meetings will be scheduled at times to be mutually agreed, considering first the demands of production.

**LUNCH PERIOD**

**Section 40** A lunch period of at least thirty (30) minutes and not more than forty-two (42) minutes shall be allowed for each shift, such time not to be included in the number of hours specified for a day's or night's work, and no member shall be required to work more than 4½ hours without a lunch period.

Should anyone be required to work during any part of his/her regularly scheduled lunch period, a new lunch period will be scheduled at a mutually agreed upon time and extended by fifteen minutes.

**TECHNICIANS**

**Section 41** Technicians, who are members of the Union, shall be employed to the extent deemed necessary by the Company to keep equipment operating satisfactorily.

**STRUCK WORK**

**Section 42** The Company shall not require employees covered by this Agreement and the Union reserve the employees' right to refuse to process material received from, destined for, a shop or newspaper plant which an authorized strike by, or lockout of, a subordinate union of the International Typographical Union is in progress. The Union will give the Company 24 hours notice that a strike or lockout is in progress before the processing of material may be stopped in accordance with the foregoing provision. The Union agrees that any refusal to execute work will be governed and limited by this section.

**DISMISSAL PAY**

**Section 43:** In the event of dismissal to reduce force, a regular full-time employee shall be entitled to receive dismissal pay in a lump sum equal to 4 weeks' straight-time wages for every 4 months' continuous Company service or major fraction thereof, to a maximum of fifty-two (52) weeks' wages; provided any employee so dismissed must decide within twelve (12) months whether he will continue as a substitute and be available for employment or alternatively take advantage of the dismissal pay.

If such employee elects to take the dismissal pay his name shall be removed from the priority board and he shall not be eligible to work as a substitute or extra for the duration of the dismissal pay period. Such pay shall be computed at the regular straight-time rate which was being paid at the time of dismissal. If an employee who has been dismissed to reduce the force is rehired for a regular situation he shall refund to the Company any excess of dismissal pay he received over and above the amount of straight-time wages he would have received from the Company had he been working. Any period of employment for which dismissal pay has been paid and not refunded shall not be counted as employment in calculating dismissal pay which subsequently may be payable under this Section.

In the event of dismissal due to consolidation or suspension of publication, each regular full time employee shall be entitled to a lump sum payment equal to 4 weeks' straight-time wages for every 4 months' continuous service with the Company or major fraction

thereof up to a maximum of fifty-two week's wages with a minimum payment under this provision being 19 weeks' wages.

**HEALTH AND SAFETY**

**Section 44(a)** A Health and Safety Committee shall be established to consider health, safety and working conditions in the units covered by this Agreement. It shall be comprised of a maximum of two members designated by the Company and a maximum of two members designated by the Union.

The Committee shall meet at least once a month, and shall communicate its findings and recommendations to the Company and the Union. Meetings shall be held on Company time unless otherwise agreed.

The Union may choose to have a maximum of two (2) employee representatives from each of the other Gazette unions participate in the deliberations of the Health and Safety Committee, when topics discussed at such meetings concern the other unions' health and safety at work.

At all meetings of the Committee there shall be a total of two votes with the Company and the Union representatives each having one vote. Unanimous recommendations of the Committee shall be implemented by the Company.

**Section 44(b)** The Committee shall fulfill the mandate set forth in the Letter of Understanding headed "Health and Safety Committee" attached to this Agreement.

**Section 44(c)** The Company agrees to keep The Gazette offices in a clean, healthful, sufficiently ventilated, properly heated and well-lighted condition at all times.

**Section 44(d)** No employee shall be required to perform an assignment if a hazard endangering that employee exists.

**Section 44(e)** The Company will install shields around the flyback transformers on all VDT's with plastic cabinets.

**Section 44(f)** VDT's shall be maintained to ensure proper clarity and focus.

**Section 44(g)** A pregnant employee who normally works on VDT's may request to be reassigned to work

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that does not involve the use of VDT's. Where work is available within her department, which can learn to perform within one week's training, mission to be reassigned shall not be unreasonable withheld.

The Union may make representations on behalf of an employee seeking reassignment. Where reassignment is not possible, a lead apron shall be provided to the employee.

If the Health and Safety Committee establishes that there is a health hazard for pregnant employees using VDT's, the Company will immediately reassign such employees to work that does not involve VDT's.  
**Section 44(h)** The Committee shall recommend suitable arrangements for the annual ophthalmological examination of users of VDTs, and employees shall work in the darkroom, which shall be at no cost to the employee. Such eye examination shall include ophthalmological testing procedures recommended for persons using VDTs. The methodology and results of such tests supplied to the Company shall be furnished to the Committee. The Health and Safety Committee shall encourage all employees to participate in such eye examinations.

**Section 44(i)** The cost of any new or replacement eyeglasses or contact lenses required and prescribed especially for VDT work shall be paid for by the Company.

**Section 44(j)** All necessary safety equipment shall be supplied by the Company.

**Section 44(k)** Except where past departmental practice has been considered satisfactory and is maintained, employees operating VDTs shall be given alternate work for 15 minutes, such work to be scheduled during the middle hour of the second portion of a full day's shift. It is understood that some employees may choose not to perform such alternate work. Such employees shall advise their supervisor that they wish to continue working on VDTs.

**APPRENTICES**

**Section 45(a)** There will be no new apprentices during the term of this Agreement unless by mutual consent of the Union and the Company.

**Section 45(b)** The minimum scale for apprentices shall be in proportion to the journeymen wage scale shall be



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follows:

	First six months	Second six months
First year .....	50%	55%
Second year .....	60%	65%
Third year .....	70%	75%
Fourth year .....	80%	90%

**Section 46(a)** Apprentices may be employed in the following ratio: For the first two journeymen, one apprentice; for each additional five journeymen, one apprentice. When four apprentices are employed an additional apprentice for each ten journeymen may be employed.

**Section 46(b)** Apprentices may be employed in the Technician Department in the following ratio: For the first two technicians, one apprentice; for the next three technicians one additional apprentice. The maximum number of apprentices in the Technician Department shall be three.

**Section 47(a)** A Joint Apprenticeship Committee composed of an equal number of representatives of the Union and the Company shall be selected by the parties of this Agreement. All provisions of this Agreement affecting apprentices shall be under the jurisdiction of this committee which shall have control of and be responsible for the selection of apprentices and shall be vested with full power and authority to enforce all conditions outlined herein. It is agreed that the appointment of this committee shall be only for the duration of this Agreement.

**Section 47(b)** Before acceptance into apprenticeship, new apprentices must pass an aptitude test approved by the Joint Apprenticeship Committee. The aptitude test must prove the applicant possesses the equivalent of a high school education.

**Section 48** The period of apprenticeship shall be four years. The Joint Apprenticeship Committee shall have authority to advance apprentices who show the necessary aptitude and diligence, thus permitting such apprentices to complete their apprenticeship sooner.

**Section 49** The foreman and the chairman of the office shall see that the apprentices are afforded every opportunity to learn the different trade processes by allowing them to perform all classifications of work in the composing room. When apprentices show profi-

ciency in one branch, they must be advanced to classes of work.

**Section 50** The Joint Apprenticeship Committee shall establish a training program for apprentices. The training program of printer apprentices shall include a thorough training under journeymen of phases of work under the jurisdiction of the Union. Commencing with the first year of apprenticeship printer apprentices shall enroll, if they do not possess a competency of forty-five (45) words per minute typewriting, in a company assisted, off shift, typing course to achieve such competency. If, at the beginning of the second year, they have not achieved (40) words per minute competency, they shall be subject to Section 53.

**Section 51** The technician apprentice shall be allowed to do any technician's work assigned to him by the technician in charge, which work shall finally embrace everything a machinist technician may be called upon to do. Commencing with the first year of apprenticeship, all technician apprentices shall enroll in a company assisted, off shift, electronics course in such course to be approved by the Joint Apprenticeship Committee. Progress reports must be submitted to the Joint Apprenticeship Committee every three months. At all times, they shall be subject to Section 53 of this Agreement.

**Section 52** In order to facilitate training, it is agreed that apprentices shall be rotated between the day and night shifts in proportion to the number of journeymen employed on said shift.

**Section 53** Should an apprentice be careless and neglectful of the duties required by those in control of trade training, his case shall be investigated by the Joint Apprenticeship Committee who shall have the authority to terminate his apprenticeship.

**Section 54** Apprentices shall be governed by the same shop rules, working conditions and hours of labor as journeymen.

**Section 55** Apprentices shall undergo periodic examinations before the Joint Apprenticeship Committee. Their work must show if they are entitled to the increased wage scale provided in his contract.

**Section 56** No apprentice shall leave the employ of the Company and enter the service of another employer.

er without the written consent of the Joint Apprenticeship Committee.

**LEAVES OF ABSENCE**

**Section 57(a)** Leave of absence granted for service as a full or part-time officer or representative of the Union shall not constitute a break in continuity of service for vacation entitlement.

**Section 57(b)** A regular situation holder shall be paid the difference between the jury and witness fee and the regular straight-time wages lost for time served on a jury or for the time his presence as a witness was required in court.

**BEREAVEMENT LEAVE**

**Section 57(c)** Regular situation holders bereaved by the death of a parent, legal guardian, step-parent, or foster parent, child or legal step-child, spouse, brother or sister shall have up to four (4) days leave of absence with pay at straight-time rate.

In addition, regular situation holders will be granted up to three (3) days leave of absence with pay to bereave the death of a mother-in-law or father-in-law.

Regular situation holders bereaved by the death of a grandparent, brother-in-law, sister-in-law, uncle or aunt will be entitled to one (1) day leave of absence with pay.

**MATERNITY LEAVE**

**Section 57(d)** Maternity leave shall be granted for a period up to twenty-six (26) weeks. Beginning with the third week of such leave, the Company shall, for the next fifteen (15) weeks pay the employee a supplementary unemployment benefit to make up the difference between the unemployment insurance benefit and 95 per cent of the employee's Unemployment Insurance Commission insurable earnings.

To be eligible for such paid maternity leave, the employee must:

- a) Have been in the employ of the Company for at least one (1) year prior to the commencement of such leave;
- b) Where possible, give the Company at least two (2) weeks notice before taking such leave,
- c) Return to work no later than six (6) months following the commencement of such leave and remain as an employee of The Gazette for a minimum of six (6)

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months following the return.

Failure to return to work at the end of the six months, or voluntary resignation or termination cause prior to expiration of the six (6) months term following the return will nullify the maternity benefits and the employee shall reimburse the Company the monies received within ten (10) days.

Maternity leave without pay shall be granted, upon request, up to a period of six (6) months for those who do not qualify for said leave. Where possible at least two (2) weeks notice shall be given by the employee before such leave.

However, no employee shall be required to take either paid or unpaid leave of absence nor shall an employee's duties or working conditions be altered without her consent because of pregnancy.

An employee returning from such leave shall be reinstated in the position she held immediately previous to her maternity leave at the salary she would have received had her employment been continuing and with full credit toward severance pay accrual and other length-of-service benefits.

At least two (2) weeks notice shall be given by the employee before returning from maternity leave. Failure to return at the end of six (6) months shall be considered voluntary resignation.

**UNION BUSINESS**

**Section 58** The Chapel Chairman or his deputy in his absence shall not be disciplined for action taken on behalf of the Union to apply the terms of this Agreement.

The Chapel Chairman, or in his absence the assistant chairman, shall be free to perform his duties in the plant without loss of pay, full time if necessary.

The Company shall supply a private office area partitioned-off in the Composing Room for the Chapel Chairman and his assistants, of adequate size for desk, two chairs and two filing cabinets to be provided by the Company together with one private business telephone.

The Company shall provide the translation of this Agreement from English to French for deposit with the Ministère du Travail et de la Main d'oeuvre.

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Not later than sixty (60) days after signing the Agreement in French the Company shall supply each employee with a copy of the agreement printed in booklet form, provided the duration of the agreement warrants the cost of printing (two years or more). In addition two hundred copies shall be provided to the local Union office.

Once per month, the Union may assemble a Chapel meeting on Company premises, scheduling to be by mutual agreement.

**FOREMAN REPRESENTS COMPANY**

**Section 59** The foreman is the representative of the Company and shall not be subject to discipline by the Union or its representatives for carrying out the instructions of the Company or its representatives as authorized by this Agreement.

**PICKET LINES**

**Section 60** The Company recognizes the right of individual union members to refuse, as a matter of conscience, to cross a legal picket line where a strike of a local union which is certified to bargain for a unit of employees of The Gazette is in progress.

**Section 61** The Company shall recognize as a committee for the negotiation of a new collective agreement, four (4) employees from the Composing Room Chapel, whose names shall be provided to the Company in writing prior to the commencement of negotiations. These employees shall continue to receive their regular wages and benefits from the Company when they must be absent from work to participate in negotiation meetings as scheduled by the parties, or during conciliation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 12th day of November 1982.

**THE GAZETTE,  
A DIVISION OF SOUTHAM INC. LIMITED**

**R. Richardson  
R. Barnett**

**LE SYNDICAT QUEBECOIS DE L'IMPRIMERIE  
ET DES COMMUNICATIONS, LOCAL 145**

**L. L. Kent, President  
Don McKay, Vice-President**

This Agreement is approved as being in compliance

with the laws of the International Typograph Union and the undersigned, on behalf of the Executive Council of the International Typographical Union hereby pledges as a matter of Union policy only full authority under its laws to the fulfillment thereof without becoming party thereto and without assuming any liability thereunder.

President

**APPENDIX "A"**

The following 200 employees, listed in alphabetical order, are covered by the provisions of Section 3 of this Agreement.

- |                      |                    |
|----------------------|--------------------|
| ALARIE, Aimé         | CORRIVEAU, Claude  |
| ALARIE, Fernand      | COTE, Gaëtan       |
| ALARIE, Jean-Charles | COULOMBE, Arthur   |
| AUBRY, Roland        | COUSINEAU, Jean-Pi |
| BANTON, Peter        | COWAN, Douglas     |
| BATSFORD, Kenneth    | CRAWFORD, Donald   |
| BEAUCHAMP, André     | CROWLEY, John      |
| BENNETT, Douglas     | DAIGNEAULT, Robert |
| BENTON, William      | DAVIES, Robert     |
| BERNARD, Lloyd       | DAWSON, John       |
| BIENVENUE, Fernand   | DELEON, Marian     |
| BILLINGTON, Keith    | DESJARDINS, Yvon   |
| BLONDIN, Rita        | DESORMEAUX, Marc   |
| BOGLE, William       | DI PAOLO, Eriberto |
| BOWEN, Leonard       | DUBEY, Jacques     |
| BRALEY, Leslie       | DUMONT, Nicole     |
| BRAZEAU, Joseph      | DUPUIS, Yvon       |
| BRETON, Jean-Paul    | DURANLEAU, Jean    |
| BROWN, Renn          | DUROSEAU, Fritzner |
| BROWN-URE, William   | DUTEMPLE, Norman   |
| BRUCE, John          | EHRENSPERGER, Dan  |
| BUCHANAN, Stanley    | FAILLE, Paul       |
| BURNETT, Margaret    | FARKAS, Zoltan     |
| CAVE, Brian          | FORGET, Roger      |
| CECCHINI, Ray        | FOUCAULT, Guy      |
| CHARRON, Francois    | FOUCAULT, Roger    |
| CHEVRETTE, Roger     | FRANCIS, Cyril     |
| CHRISTOFFER, Harry   | FREITAG, Harry     |
| CLARKE, Winston      | GAGNON, Gilles     |
| CLEMENTS, Robert     | GALARDO, Alfredo   |
| CONSTANDIS, Kyriacos | GANDEY, William    |
| CORBEIL, André       | GARNEAU, Fernand   |
| CORBEIL, Guy         | GAUTHIER, Jacques  |

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- GLEN, Ronald
- GODBEER, Charles
- GOHIL, Umed
- GOLDSTEIN, Samuel
- GOODHAND, Gerald
- GOODLAND, William
- GOSHAM, Henry
- GRIFFITH, Calvin
- GRONDIN, Marie-Andrée
- GUILFOYLE, John
- GUILLEMETTE, J.P.
- HALL, Llewellyn
- HALLAS, Kenneth
- HANSON, George
- HARTING, Anton
- HILLS, Edwin
- HOGUE, Ernest
- HOLFORD, Henry
- HOLLOWAY, Horace
- HOWELL, Arthur
- HUBBARD, Roy
- ILLESCAS, William
- JAMIESON, Alan
- JENNER, William
- JOWLE, David
- JULIVER, Marilyn
- KAROVITCH, Morris
- KELLY, Ian
- KENT, Laurence
- KERWIN, Kenneth
- KERWIN, Timothy
- LACAS, Gilles
- LAHMAIS, Ben-Ahmed
- LAMB, James
- LANG, Kenneth
- LANGLOIS, Jules
- LARSEN, Edwin
- LATOUR, Claude
- LAURENDEAU, Yvon
- LAVERY, Ronald
- LAWSON, Peter
- LEBLANC, Gilles
- LEDUC, Marcel
- LEE, Jack
- MacDONALD, Henry
- MacKAY, Neil
- MALLETTE, Mireille
- MANFIELD, Harold
- MARTIN, Jean-Pierre
- MAUCOTEL, Michel
- McCREADY, Robert
- McHENRY, Robert
- McKAY, Donald
- McKEE, William
- McNAMARA, Arthur
- MEGALLI, Nabil
- MICHEL, Lucien
- MILOT, Richard
- MITCHELL, George
- MITCHELL, Robert
- MONGRAIN, Jean-Guy
- MOONEY, Joseph
- MORRIS, William
- MORRISON, Stanley
- MYERSON, Arnold
- NAETS, François
- NAYMAN, Morris
- NIVEN, Alexander
- OSTIGUY, Marcel
- OVERALL, Charles
- PARENT, Ernest
- PARENT, Olier
- PAYNE, Robert
- PELLEGRINI, Anacleto
- PERREAULT, Rolland
- PERRIN, Roger
- PLOUFFE, André
- POIRIER, Gary
- POIRIER, Jean-Yves
- POIRIER, Michelle
- POIRIER, Normand
- POWERS, Herbert
- QUESNEL, Rhéal
- QUINN, Gerald
- RAMAT, Aurelio
- RASMUS, Helmut
- REBETZ, Pierre
- RITCHIE, James
- ROSS, Robert
- ROSS, Roméo

- ROUND, George
- ROUSSEAU, Maurice
- ROY, Paul
- RUSSELL, Carl
- SAAD, Antoine
- SAMUEL, Brian
- SANTINI, James
- SHAND, David
- SHIRLOW, Warren
- SINEL, Robert
- SMEALL, Brian
- SMITH, Michael
- SNELGROVE, Bruce
- ST-DENIS, Pierre
- STE-MARIE, Guy
- STENHOUSE, David
- STEWART, Alan
- STIEBEL, John
- STIEBEL, Robert
- STOCKWELL, Leslie
- STOUTE, Joseph
- STREET, Clayton
- STREET, John
- STRIKE, Donald
- SUTAK, John
- SZEPLABI, John
- SZITASI, Edward
- TESSIER, Maurice
- THOMAS, Frederic
- THOMSON, Michael
- TIMMONS, Patrick
- TODD, James
- TREMBLAY, Marc
- VEITCH, Gary
- VICKERS, Douglas
- WARD, Donald
- WHEELER, Norman
- WHELAN, Thomas
- WILDING, Peter
- WILSON, Donald
- WILTSHIRE, Bruce

**APPENDIX "B"**

The parties agree as follows:

1- The list of arbitrators shall be the following:

- Jean-Guy Clément
- Guy Dulude
- Raymond Leboeuf
- Lucien Perreault
- Pierre Jasmin
- Jean-Pierre Lussier
- René Lippé
- Michel Bolduc
- Roland Tremblay
- André Rousseau

2- The parties agree that the arbitrators shall be selected on a rotational basis commencing in each year with the arbitrator whose name on the list appears immediately following that of the last arbitrator to have been seized by the parties with a grievance, whether or not that grievance has proceeded to a hearing. The hearing procedure shall begin by reference to the arbitrator whose name appears first on the list.

3- Should the eligible arbitrator not be available to begin hearing the grievance within sixty (60) days of the request to him, recourse shall be had to the arbitrator whose name next appears on the list and who is available within sixty (60) days from the request made to him to hear a case.



**APPENDIX "C"**

The parties agree to duplicate hereunder the text of an agreement entered into between them the 12th day of November, 1982. This agreement forms an integral part of the present labour agreement without affecting its civil status beyond the collective agreement. Therefore, the parties declare that it is their intent that said agreement remain fully in force, subject to the terms and conditions contained therein, notwithstanding the expiry of the present labour agreement.

**AGREEMENT**

**BETWEEN**

THE GAZETTE, a division of Southam Inc., a legally incorporated company, having its head office and its principal place of business at 250 St-Antoine St. West, Montreal, Quebec. (hereinafter called the Company);

**AND:**

LE SYNDICAT QUEBÉCOIS DE L'IMPRIMERIE ET DES COMMUNICATIONS, SECTION LOCALE 145, an association of employees organized in the Province of Quebec and duly accredited by the Minister of Labour and Manpower to represent the employees hereunder mentioned, and having its principal place of business for the Province of Québec at 8694 rue St-Denis, suite 3, Montreal, Québec (hereinafter called The Union);

**AND:**

Aimé Alarie et al, employees of the employer, numbering 200, whose names appear in the appendix to the present document (hereinafter called the employees).

AGREEMENT entered into this 12th day of November, 1982 between The Gazette, a division of Southam Inc., and Le Syndicat Québécois de l'Imprimerie et des Communications, section locale 145, acting on behalf of the 200 employees whose names appear on Appendix i attached hereto, hereinafter called the employees.

**I — COVERAGE.** — This agreement covers the 200 employees of the Composing Room who are named in the attached Appendix i. The named employees are covered by this Agreement only if they remain mem-

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bers in good standing of the Union.

The present agreement will come into effect the time when the collective agreement between employer and the Union as mentioned below, shall disappear, become without value or, for any other reason become null and void or inapplicable.

**II. — TERM OF AGREEMENT.** — This agreement shall remain in effect until the employment of the persons named in the attached Appendix i has ceased. Neither party shall raise any matter with in this Agreement in future negotiations for a new collective agreement.

**III. — JOB GUARANTEE.** — In return for the right to continue to move ahead with technological changes, the Company undertakes to guarantee employment to the employees named in the attached Appendix i from the loss of regular full-time employment in the Composing Room due to technological changes. The full-time employment provided by this guarantee shall be at full pay at not less than the prevailing Union rate of pay as agreed to in the collective agreements which will be negotiated between the parties from time to time.

Technological change is defined as a change brought about by the introduction of any new equipment or new processes which function as a substitute for, or evolution of the work presently performed under the jurisdiction of the Union in the department.

**IV. — LOSS OF COVERAGE.** — This agreement will cease to apply to an employee for only one or more of the following reasons:

1. Death of the employee
2. Voluntary resignation by a regular full-time employee
3. Termination of employment at the date stipulated in Appendix i for each employee.
4. Final permanent discharge from the Company. Permanent discharge can only occur for cause and only then, if the discharge is grieved and is upheld in arbitration. This is the standard to be used in interpreting permanent discharge and can be varied solely by mutually agreed amendments to the collective agreement.

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**V. — EMPLOYER'S EXISTENCE.** — This agree-  
ment will be applicable for its terms, irrespective of  
the owner(s) of The Gazette (even if the name is later  
changed). Therefore, it will be binding on purchasers,  
successors, or assigns of the Company. Similarly, it  
will be binding even if The Gazette newspaper per-  
manently ceases publication but the production facili-  
ties continue in such activities as commercial print-  
ing. It will no longer be binding if the Company  
permanently ceases to exist. But in the event publica-  
tion or operation of the production facilities is begun  
again, the full terms and conditions of this agreement  
will be reinstated.

This agreement shall be binding on the successors  
of le Syndicat Québécois de l'Imprimerie et des Com-  
munications, section locale 145 as provided by Que-  
bec Law.

**VI. — JOB TRANSFERS.** — If an employee is  
transferred to another department, he will continue to  
be covered by this agreement. Such a transfer shall  
have the mutual agreement of the parties, the employ-  
ee and, if required by the applicable collective agree-  
ment, any other union involved.

In the case of a transfer, the employee will be sub-  
ject to the provisions of the applicable collective  
agreement if any (other than referred to in Paragraph  
III — Job Guarantee of this Agreement), including  
permanent discharge. In the case of retirement or per-  
manent discharge, coverage by this agreement will  
cease.

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 em-  
ployee shall be transferred back to his or her original  
department with priority originally held at time of  
transfer, as a regular full-time employee of the Com-  
pany.

This employee may be transferred to a further  
jurisdiction within the Company, if mutually agreed  
between the parties, the employee and, if required by  
the applicable collective agreement, any other union  
involved.

**VII. — GRIEVANCE PROCEDURE** — In the  
event of a dispute as to the interpretation, application,  
or breach of this agreement, the grievance procedure  
to be followed shall be that laid out in the collective

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agreement between the Company and the  
which is in effect at the time that the grievance  
is initiated.

In the case where the Union ceases to exist,  
the Union is no longer the accredited bargaining  
agent and an employee who is named in Appendix I may  
bring a grievance in accordance with the procedure  
of course to the procedure for the resolution of  
grievances provided by the Labour Code.

IN WITNESS WHEREOF, the parties have  
signed this 12th day of November, 1982.

**THE GAZETTE**

**E. Richardson**

**R. Barnett**

**LE SYNDICAT QUEBÉCOIS DE L'IMPRIMERIE  
DES COMMUNICATIONS, section locale**

**Don Mackay**

**L. L. Kent**

I, the undersigned, being one of the employees  
named in Appendix I by the agreement between The Gazette and Le  
Syndicat Québécois de l'Imprimerie et des Commu-  
nications, section locale 145, dated November 12, 1982,  
declare I have read and understood the said  
agreement and, in particular, that my employment  
terminates at the date shown hereunder. I agree  
to be bound by the terms and conditions of this agree-  
ment equally with the other parties to this agreement  
in its whole as witnessed by my signature placed below.

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APPENDIX "I"

Name	Date of termination of employment
ALARIE, Aimé	30-09-91
ALARIE, Fernand	31-08-93
ALARIE, Jean-Charles	28-02-83
AUBRY, Roland	31-10-92
BANTON, Peter	28-02-17
BATSFORD, Kenneth	28-02-89
BEAUCHAMP, André	30-04-09
BENNETT, Douglas	31-05-97
BENTON, William	31-05-05
BERNARD, Lloyd	30-09-89
BIENVENUE, Fernand	31-01-99
BILLINGTON, Keith	31-05-09
BLONDIN, Rita	30-04-13
BOGLE, William	31-07-90
BOWEN, Leonard	31-03-90
BRALEY, Leslie	30-09-86
BRAZEAU, Joseph	31-07-15
BRETON, Jean-Paul	30-09-96
BROWN, Renn	30-09-89
BROWN-URE, William	28-02-90
BRUCE, John	28-02-89
BUCHANAN, Stanley	30-11-05
BURNETT, Margaret	31-01-87
CAVE, Brian	31-10-09
CECCHINI, Ray	31-10-94
CHARRON, Francois	30-04-10
CHEVRETTE, Roger	31-05-89
CHRISTOFFER, Harry	31-07-03
CLARKE, Winston	31-12-02
CLEMENTS, Robert	30-11-07
CONSTANDIS, Kyriacos	31-12-90
CORBEIL, André	31-07-92
CORBEIL, Guy	30-09-05
CORRIVEAU, Claude	31-01-00
COTE, Gaëtan	31-08-11
COULOMBE, Arthur	31-12-92
COUSINEAU, Jean-Pierre	31-05-90
COWAN, Douglas	30-06-96
CRAWFORD, Donald	30-04-07

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Signature of  
employee

Signature of  
witness

Date	Name	Date of termination of employment
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	CROWLEY, John	30-04-04
	DAIGNEAULT, Robert	30-06-08
	DAVIES, Robert	31-08-07
	DAWSON, John	30-06-89
	DELEON, Marian	31-08-11
	DESJARDINS, Yvon	31-10-19
	DESORMEAUX, Marcel	30-06-01
	DI PAOLO, Eriberto	31-12-10
	DUBEY, Jacques	30-11-11
	DUMONT, Nicole	31-07-25
	DUPUIS, Yvon	28-02-93
	DURANLEAU, Jean	31-03-15
	DUROSEAU, Fritzner	31-08-10
	DUTEMPLE, Norman	31-07-95
	EHRENSPERGER, David	28-02-98
	FAILLE, Paul	30-09-84
	FARKAS, Zoltan	30-09-86
	FORGET, Roger	30-11-90
	FOUCAULT, Guy	30-06-00
	FOUCAULT, Roger	31-03-96
	FRANCIS, Cyril	31-03-93
	FRETAG, Harry	31-07-84
	GAGNON, Gilles	28-02-01
	GALARDO, Alfredo	31-03-98
	GANDEY, William	30-06-15
	GARNEAU, Fernand	30-11-97
	GAUTHIER, Jacques	31-12-97
	GENDRON, Rodrigue	31-12-03
	GEOFFROY, Claude	31-10-03
	GINGRAS, Charles	30-11-92
	GLEN, Ronald	31-01-91
	GODBEER, Charles	31-03-16
	GOHL, Umed	31-10-10
	GOLDSTEIN, Samuel	31-01-91
	GOODHAND, Gerald	30-06-08
	GOODLAND, William	30-04-85
	GOSHAM, Henry	31-12-84
	GRIFFITH, Calvin	30-04-05
	GRONDIN, Marie-André	31-10-25
	GUIFOYLE, John	30-11-92
	GUILLEMETTE, Jean-Paul	31-08-91

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Signature of  
employee

Signature of  
witness

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Name	Date of termination of employment
HALL, Llewellyn	31-08-01
HALLAS, Kenneth	31-07-89
HANSON, George	31-08-84
HARTING, Anton	30-04-85
HILLS, Edwin	28-02-94
HOGUE, Ernest	30-04-91
HOLFORD, Henry	31-07-93
HOLLOWAY, Horace	30-09-03
HOWELL, Arthur	31-07-06
HUBBARD, Roy	31-03-89
HIESCAS, William	31-03-92
JAMESON, Alan	31-05-87
JANNER, William	30-09-11
JOWLE, David	31-01-15
JULIVER, Marilyn	30-11-08
KAROVITCH, Morris	31-10-00
KELLY, Ian	30-04-07
KENT, Laurence	31-05-04
KERWIN, Kenneth	30-09-03
KERWIN, Timothy	31-03-99
LACAS, Gilles	31-08-00
LAHMAIS, Ben-Ahmed	30-09-02
LAMB, James	30-11-95
LANG, Kenneth	31-03-87
LANGLOIS, Jules	31-03-91
LARSEN, Edwin	30-09-10
LATOURE, Claude	30-06-92
LAURENDEAU, Yvon	31-10-06
LAVERY, Ronald	30-11-02
LAWSON, Peter	31-12-99
LEBLANC, Gilles	31-05-90
LEDUC, Marcel	31-12-06
LEE, Jack	31-01-92
MacDONALD, Henry	31-08-03
MacKAY, Neil	30-09-07
MALETTE, Mireille	31-07-16
MANFIELD, Harold	31-07-06
MARTIN, Jean-Pierre	28-02-10
MAUCOTEL, Michel	30-06-98
McCREADY, Robert	29-02-04
McHENRY, Robert	31-05-89

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Signature of  
employee

Signature of  
witness

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Name

Date of termination of employment

Name	Date of termination of employment
McKAY, Donald	30-09-14
McKEE, William	30-06-95
McNAMARA, Arthur	28-02-99
MEGALLI, Nabii	28-02-06
MICHIELS, Lucien	31-10-93
MILOT, Richard	31-01-15
MITCHELL, George	30-04-86
MITCHELL, Robert	31-10-90
MONGRAIN, Jean-Guy	30-06-00
MOONEY, Joseph	31-07-86
MORRIS, William	31-10-95
MORRISON, Stanley	31-05-89
MYERSON, Arnold	31-05-92
NAETS, François	31-10-95
NAYMAN, Morris	30-04-82
NIVEN, Alexander	31-12-92
OSTIGUY, Marcel	31-08-01
OVERALL, Charles	31-01-86
PARENT, Ernest	31-10-84
PARENT, Olier	31-08-96
PAYNE, Robert	30-11-98
PELLEGRINI, Anacleto	30-04-12
PERREAULT, Rolland	31-12-93
PERRIN, Roger	30-04-01
PLOUFFE, André	28-02-94
POIRIER, Gary	31-07-08
POIRIER, Jean-Yves	30-11-01
POIRIER, Michelle	31-01-00
POIRIER, Normand	31-12-83
POWERS, Herbert	31-08-91
QUESNEL, Rhéal	28-02-91
QUINN, Gerald	31-01-89
RAMAT, Aurelio	30-09-91
RASMUS, Helmut	31-05-82
REBETEZ, Pierre	31-05-17
RITCHIE, James	31-12-85
ROSS, Robert	31-05-02
ROSS, Roméo	30-11-06
ROUND, George	31-05-95
ROUSSEAU, Maurice	30-09-87

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Signature of  
employee

Signature of  
witness

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Date	Name	Date of termination of employment
	ROY, Paul	31-12-94
	RUSSELL, Carl	31-03-97
	SAAD, Antoine	30-04-93
	SAMUEL, Brian	31-05-06
	SANTINI, James	31-08-86
	SHAND, David	31-03-97
	SHIRLOW, Warren	31-08-16
	SINEL, Robert	29-02-88
	SKEALL, Brian	31-05-17
	SMITH, Michael	31-03-18
	SNELGROVE, Bruce	31-08-91
	ST-DENIS, Pierre	31-07-02
	SIE-MARIE, Guy	31-03-07
	SIENHOUSE, David	30-09-20
	STEWART, Alan	30-04-84
	STIEBEL, John	30-09-13
	STIEBEL, Robert	30-06-89
	STOCKWELL, Leslie	31-12-07
	STOUTE, Joseph	31-03-91
	STREET, Clayton	31-12-01
	STREET, John	31-12-02
	STRIKE, Donald	30-11-05
	SUTAK, John	31-05-93
	SZEPLABI, John	31-08-13
	SZITASI, Edward	31-01-04
	TESSIER, Maurice	31-10-93
	THOMAS, Frederick	31-07-91
	THOMSON, Michael	31-08-13
	TIMMONS, Patrick	31-07-05
	TODD, James	30-06-09
	TREMBLAY, Marc	31-07-08
	VEITCH, Gary	31-03-13
	VICKERS, Douglas	30-11-15
	WARD, Donald	31-05-00
	WHEELER, Norman	30-09-86
	WHELAN, Thomas	30-03-95
	WILDING, Peter	31-12-18
	WILSON, Donald	31-10-03
	WILTSHIRE, Bruce	30-04-93

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Signature of  
employee

Signature of  
witness

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Date

### LETTER OF UNDERSTANDING

#### Re: Health and Safety Committee

The Health and Safety Committee established under Section 44 of the Collective Agreement between the Company and the Union shall, as its mandate:

1. review data collected by the Committee on VDT test standards, testing equipment and test results;
2. select an independent testing agency for testing of VDTs;
3. arrange with the testing agency for the measurement of radiation through the microwave and X-ray spectrum; other testing related to radiation if recommended by the independent testing agency; and interpretation of test results;
4. based on test results, make written recommendations as to what actions, if any, should be taken. Failing unanimous agreement the Committee shall submit the different viewpoints to an independent agency and request its recommendations in writing;
5. based on the results of the testing determine the kind of frequency of further tests, if such tests are required;
6. review previous work performed and studies related to levels, quality and placement of lighting, and glare on VDT screens and arrange with a testing agency for a further study if necessary;
7. based on results of the study, make written recommendations as to what actions, if any, should be taken. Failing unanimous agreement the Committee shall submit the different viewpoints to an independent agency and shall request its recommendations in writing;
8. review information and studies on suitable adjustable furniture for employees operating VDTs, and based on the review, arrange for trials of sample furniture by the employees. Following the trials, make written recommendations as to what type of adjustable furniture need be purchased;
9. arrange for a study of the air quality in the photography department(s) by an independent agency and also a study of the noise level emanating from the plate making department as related to

the Composing Room. Based on the results of the study, make written recommendations as to what actions, if any, should be taken. Failing unanimous recommendations the Committee shall submit the different viewpoints to an independent agency and request its recommendations in writing.

- 10. The Company shall bear the cost of the testing of equipment and building services recommended by the Committee.
- 11. Nothing in this mandate or in Section 44 of the Agreement shall be construed as an admission by the Company that a health hazard exists.

FOR THE UNION  
Don MacKay  
L. L. Kent

FOR THE COMPANY  
R. Richardson  
R. Barnett

**LETTER OF UNDERSTANDING**  
**Re: Leaving Early on Statutory Holidays**

It is agreed that, when any of the nine (9) statutory holidays are worked, employees will be allowed to leave early when the normal work for the shift has been completed. (The floating holidays are excluded.)

The foreman will determine, based on his judgment of past practices, when the normal work has been completed.

FOR THE UNION  
Don MacKay  
L. L. Kent

FOR THE COMPANY  
R. Richardson  
R. Barnett

**LETTER OF UNDERSTANDING**  
**Re: Welfare Plan**

At least twice during the term of the Agreement, and the first meeting within 6 months of signing, the Company will meet jointly with two members of each of the production Unions to update the members in regard to the Company pension and long-term disability plans. Records or minutes of these meetings will be forwarded to the appropriate Management Committees dealing with these plans.

FOR THE UNION  
Don MacKay  
L. L. Kent

FOR THE COMPANY  
R. Richardson  
R. Barnett



**LETTER OF UNDERSTANDING**

**Re: Sunday Publication**

In the event that a Sunday publication is published by The Gazette, under that or another name, the Union undertakes to provide the required labour on Saturday evening shifts at straight time.

It is understood that such work will be performed for the Sunday edition only.

**FOR THE UNION**  
**Don MacKay**  
**L. L. Kent**

**FOR THE COMPANY**  
**R. Richardson**  
**R. Barnett**

**Letter of Understanding**  
**Re: Training Committee**

The Director of Production or the Production Manager agree to meet bi-monthly during the term of this Agreement with the Union representatives as a committee to review the Company's personnel requirements, the desires for training of composing room regular situation holders, and the plans for and progress of retraining.

The Committee will address the situation of who shall be trained on any phase of work and in what order such training shall take effect.

Applications for future openings as technician need not be considered unless the applicant has satisfactorily completed an electronics training course approved by the Company.

The Company agrees to provide all reasonable assistance to regular employees or to substitutes to encourage training in typing skills.

In recognition of the importance in the future of keyboard skills the Committee will consider and recommend further efforts to provide opportunities for all journeymen to acquire typing skills. Consideration will be given by the Company to such training while at work. Also substitutes on the board will be considered for similar training.

**FOR THE UNION**  
**Don MacKay**  
**L. L. Kent**

**FOR THE COMPANY**  
**R. Richardson**  
**R. Barnett**

**Letter of Understanding  
Re: Color Separation**

The Company has purchased color separation equipment probably to be installed in late 1981.

It is the desire of the Company to improve quality and shorten in-process time for newsworthy editorial color work. During the term of this Agreement, providing the objectives of quality and speed can be met, editorial color separation will be done in the composing room. Color separation work for advertising purposes done at The Gazette shall be performed in the composing room.

However, from time to time in the future, because of quality, speed or capacity problems, it may continue to be necessary to assign some of this work to an outside shop.

FOR THE UNION  
Don MacKay  
L. L. Kent

FOR THE COMPANY  
R. Richardson  
R. Barnett

**Letter of Understanding  
Re: Sub-contracting Out**

The Company agrees in principle that it will avoid sub-contracting out composing room work as defined by this Agreement, and will sub-contract only in those circumstances where it is unable to meet the requirements of the advertising client with respect to kind of type or screen, or production capacity. The Company agrees to discuss any such exception with the Union.

Where it becomes necessary to sub-contract work the Company will make every reasonable effort to assure that such work is performed by an ITU shop.

FOR THE UNION  
Don MacKay  
L. L. Kent

FOR THE COMPANY  
R. Richardson  
R. Barnett

**Letter of Understanding  
Re: Transfers to Mailroom**

The Company may transfer up to six employees to the mailroom for a maximum of three shifts per week pro

viding that the number of regular employees in the mailroom is not reduced below sixty-eight (68). Such transfers will replace up to six casuals (outsiders) (at 100% wage) and perform the same types of work performed by casuals. This transfer may be done only after mailers have been hired from the mailroom sub board, as at present. Notice of the transfer shall be given to compositors on the Thursday of the week before such work is requested, providing the method of hiring and availability of casuals permits such notice. Also, no compositors shall be required to work two consecutive shifts involving the mailroom and composing room.

**FOR THE UNION**

**Don MacKay  
L. L. Kent**

**FOR THE COMPANY**

**R. Richardson  
R. Barnett**

**Letter of Understanding  
Re: New Substitutes**

The parties agree that no demands shall be raised by the Union during any future negotiations for any new collective agreement to hire as a regular employee any substitute who slipped up at The Gazette after June 8, 1981.

**FOR THE UNION**

**Don MacKay  
L. L. Kent**

**FOR THE COMPANY**

**R. Richardson  
R. Barnett**

**Letter of Understanding  
Re: Reproduction**

It is understood that the reproduction clause in the previous agreement, which is deleted from the present Agreement, functioned as a measure of job security and that the redundancy clause of the present Agreement (section 30) now serves that purpose.

The Company shall have no obligations remaining to the Union in regard to any previous or future reproduction claims.

**FOR THE UNION**

**Don MacKay  
L. L. Kent**

**FOR THE COMPANY**

**R. Richardson  
R. Barnett**

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**Letter of Understanding  
Re: Slide Day Schedule**

During the lifetime of this Agreement a trial of a new schedule of slide days may be attempted for a minor portion (up to 15%) of the composing room staff.

The parties agree to meet and to cooperate in setting up such a schedule that would meet the Company's objectives while allowing a slide day schedule acceptable to those employees affected.

In order to provide relatively more employees on the heavy volume days of the week, it is proposed in principle that small crews would be scheduled to work days and evenings on Tuesdays, Wednesdays, Thursdays, and Fridays, with three consecutive days off each week-end. The majority of employees would continue to work the present schedule, or any other schedule mutually agreed.

It is further understood that the present slide day schedule and the proposed trial system may be altered if editions of The Gazette are published more or less often than six days a week, or if The Gazette publishes editions other than in the morning as at present, or if another newspaper is published by the Company or produced for another company.

FOR THE UNION  
Don MacKay  
L. L. Kent

FOR THE COMPANY  
R. Richardson  
R. Barnett

**Letter of Understanding  
Re: Current Negotiations**

It is agreed that the Company shall pay \$10,000 to the local union for expenses incurred during the negotiation of the current collective agreement.

FOR THE UNION  
Don MacKay  
L. L. Kent

FOR THE COMPANY  
R. Richardson  
R. Barnett

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**Letter of Understanding  
Re: Notice of Redundancy**

The Union and the Company agree the following will be carried out, in addition to the provisions of Section 30, after the notification by the Company to the Union of a redundancy due to a decrease in volume.

The parties shall meet to determine alternatives to the provision for layoff provided by Section 30(g). These alternatives shall include the possibilities for transfer to other departments, monetary incentives for early retirements, and financial settlements in return for voluntary resignations.

**FOR THE UNION**

**Don MacKay**

**L. L. Kent**

**FOR THE COMPANY**

**R. Richardson**

**R. Barnett**