

TAB 8

AGREEMENT
between

The Barrette

DIVISION OF SOUTHAM INC.
and



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

May 1/1987 to April 30/1990

**CONVENTION COLLECTIVE
DE TRAVAIL**
intervenue entre
**THE GAZETTE,
UNE DIVISION DE SOUTHAM INC.**
(Composition)
et
**LE SYNDICAT QUÉBÉCOIS
DE L'IMPRIMERIE ET DES
COMMUNICATIONS
LOCAL 145**

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

SECTION 1 This Agreement is made and entered into this 5th day of March, 1987 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 Communications Workers of North America of the City of Montreal, known as Le Syndicat Québécois de l'imprimerie et des Communications, Local 145, by a committee duly elected by members of The Gazette News Composing Chapel and authorized to act on its behalf, party of the second part, hereinafter sometimes referred to as the Union.

DURATION OF AGREEMENT

SECTION 2 (a) The agreement shall commence on May 1, 1987 and expire on April 30, 1990.

(b) Within ninety (90) days before the termination of this Agreement, the Employer and the Union may initiate negotiations for a new contract to take effect on May 1, 1990.

Within the two (2) weeks preceding acquiring the right to strike or lock-out, including the acquisition of such right through the operation of Article X of the agreement included in Appendix "C" of the present collective agreement, either of the parties may request the exchange of "Last final best offers", and both parties shall do so simultaneously and in writing within the following forty-eight (48) hours or another time period if mutually agreed by the parties. The "Last final best offers" shall contain only those clauses or portions of clauses upon which the parties have not already agreed. Should there still not be agreement before the right to strike or lock-out is acquired, either of the parties may submit the disagreement to an arbitrator selected in accordance with the grievance procedure in the collective agreement. In such an event, the arbitrator, after having given both parties the opportunity to make presentations on the merits of their proposals, must retain in its entirety either one or the

other of the "Last final best offers" and reject, in its entirety, the other. The arbitrator's decision shall be final and binding on both parties and it shall become an integral part of the collective agreement.

The terms and conditions of this Agreement shall remain in effect until one or the other of the parties exercises its right to strike or lock-out or until a decision is rendered by an arbitrator as provided by the above paragraph.

RECOGNITION OF UNION LAWS

SECTION 3 The Company agrees to respect and observe the conditions of the By-Laws of Le Syndicat Québécois de l'imprimerie et des Communications, Local 145, and the General Laws of the Printing, Publishing and Media Workers Sector of the Communications Workers of North America, not in conflict with the terms of this Agreement and in effect at the date of signing of this Agreement (copies of which are attached and made part of this 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 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 (a) The jurisdiction of the Union shall include and be limited to all traditional types of Composing Room work as described in the 1984-87 collective agreement which are performed within the confines of the composing room itself and the Company agrees that only members of the Composing Room bargaining unit shall perform traditional bargaining unit work within such confines of the Composing Room.

However, it is understood that the Company alone may assign work as it sees fit in accordance with the business requirements it determines and that, therefore, any work functions presently or normally performed by Composing Room employees may be assigned elsewhere, to other employees. It is also understood that the work performed by foremen and assistant-foremen, the work presently performed by editorial employees in the Composing Room and any other non-bargaining unit work such as janitorial services, building maintenance, etc... are excluded from the above jurisdiction.

(b) It is agreed that one (1) week's minimum notice shall be given to the Union prior to the transfer of any work functions outside the Composing Room.

TECHNOLOGICAL CHANGE

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 "B")

(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.

Prior to the installation of any pagination equipment or major changes in processes, meetings will be held between representatives of the Company and the Union in order to determine a meaningful retraining programme for the employees affected.

(c) To encourage early voluntary separation in the event of 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 \$500.00 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 \$500.00 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.

KEYBOARD OPERATOR

SECTION 6 (a) 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 or assistant-foreman.

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

(b) 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 (c) 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/her regular wages, all expenses incurred in connection with the retraining will be paid by the Company and that all such employees shall be treated equally.

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.

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

An employee who fails to become competent during retraining in his/her own classification shall be permitted to transfer to another classification and, providing he/she has the necessary priority in the new classification, he/she shall be given one additional opportunity to retrain. The foreman or assistant-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 or assistant-foreman's decision as provided in Section 28 of the Agreement.

(e) The Company agrees that any regular fulltime employee or substitute who has six (6) months priority and who makes himself/herself 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/her, with a maximum reimbursement of \$250.00 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 \$250.00 shall be deducted from severance, vacation or other settlement due the employee.

UNION MEMBERSHIP

SECTION 7 (a) The Company agrees to employ only members of Le Syndicat Québécois de l'Impression et des Communications, Local 145, to perform all bargaining unit work. 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 jour-

men 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 or assistant-foreman shall create the number of situations necessary to meet the needs of the Company, thereby reducing to a minimum the employment of substitutes.

(b) It is understood that the foremen and assistant-foremen may perform bargaining unit work.

(c) In accordance with the Labour Code, the Company shall deduct Union dues on a weekly basis. Each month, dues collected along with an itemized list of deductions for each individual, shall be remitted to the Secretary-Treasurer of the Union no later than the fifteenth day of the following month. A copy of the list of Union dues deductions shall also be given to the Chapel Chairman.

It is further agreed that the Company shall report the total annual Union dues deductions paid by each employee on his or her income tax slips, such slips to be distributed no later than February 28 of each year.

SUBSTITUTES

SECTION 8 (a) 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 or assistant-foreman.

The Company need not employ a substitute to cover an employee who is off sick unless the substitute is requested by the foreman or assistant-foreman.

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

(b) 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 Chapel 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 or assistant-foreman. This shall not preclude the office from hiring both the regular and the substitute.

HOURS

SECTION 9 (a) Day work shall be between 7 a.m. and 6 p.m.

(b) Night work shall be between 6 p.m. and 7 a.m.

(c) Eight (8) hours shall constitute a day's work and thirty-two (32) hours a week's work; seven and one half (7 1/2) 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.

CALL BACK

SECTION 10 Employees who have left the building and are called back for overtime, other than for a fifth or 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 11 No employee shall be employed for less than a full shift except when discharged for cause or excused at his/her own request.

LUNCH PERIOD

SECTION 12 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 4 1/2 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.

WAGES

SECTION 13 (a) Employees covered by the Standard of Living Guarantee (Appendix "C") shall be paid a basic hourly rate determined by the Cost-of-living formula in such agreement.

(b) All other employees shall be paid a basic prevailing rate of pay as follows:

Day: \$25.00 per hour
Night/Split & Lobster: \$26.67 per hour

(c) Shift differentials: in addition to the basic wage rates, all employees working nights shall be paid \$4.00 per shift, and all employees working split or lobster shifts, \$5.00 per shift.

(d) All pay cheques shall be distributed in sealed envelopes.

OVERTIME

SECTION 14 (a) 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.

(b)(i) 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.

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

STATUTORY HOLIDAYS

SECTION 15 (a) The following statutory holidays shall be observed in the plant of the Company: New Year's Day, Good Friday, Victoria Day, National Holiday, Dominion Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day (December 26), 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.

It is understood that for the night shift the statutory holidays mentioned above, or the days celebrated as such, will be celebrated the evening or night prior to said holiday or days celebrated as such. 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.

(b) In addition to the nine (9) Statutory Holidays, provided for in Section 15 (a), each regular situation holder shall be entitled to three (3) days leave of absence with pay at his/her 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 or assistant-foreman.

Such scheduling to be in the same manner as vacations under past practices. Each regular situation holder shall also be entitled to a paid holiday on his/her birthday. Should the birthday occur on a slide day, holiday or during a vacation, another day off shall be scheduled, with the foreman or assistant-foreman.

(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 the 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 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 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 15 (a).

(d) 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.

VACATIONS

SECTION 16 (a) All situation holders and apprentices holding situations during the 12 months prior to April 1 of any year, shall be entitled to the following vacations with pay during the vacation period specified in Section 16 (c) and 16 (g):

Years of Service	Weeks of Vacation
1	3
6	4
12	5
20	6

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

However, sickness of six (6) months or less shall not reduce vacation entitlement in the following year.

Regular situation holders who have been laid off and subsequently rehired within eighteen (18) months, shall not be considered to have broken service for vacation entitlement provided they have maintained their priority as substitutes.

Apprentices who become journeymen and remain on the priority board will be entitled to full vacation credits for time served with the

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Company, as outlined in this Section.

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

(c) 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 simultaneous and separate from that of the journeyman schedule. However, this will not preclude an employee taking the summer vacation outside the summer vacation schedule on a separate "outside summer" list, with consideration to priority and the needs of the Company.

(d) It is agreed that compensation for vacation shall be at the employee's regular rate of pay for the shift on which he/she is employed.

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

(f) 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.

(g) 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.

**LEAVES OF ABSENCE
UNION ACTIVITIES**

SECTION 17 (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.

If an employee is elected or appointed to any office or position of the Union or affiliated bodies, such employee, upon his/her request, shall be given a leave of absence without pay, and shall be reinstated in his/her work group upon expiration of such leave.

1) The Company will pay his/her weekly wages with the normal

deductions.
2) Within thirty (30) days of receiving a bill for the following, the Union will reimburse the Company on his/her behalf:

- a) The weekly wages.
 - b) The Company's contribution to the pension plan.
 - c) The Company's contributions to the Quebec Pension Plan.
 - d) The Company's contributions to the Quebec Health Insurance.
 - e) The Company's contributions to the Unemployment Insurance Commission.
 - f) Any other contribution paid out by the Company.
- (b) Any situation holder chosen by the Union to serve as a delegate to union conferences, education or similar activities shall be entitled to leaves of absence with pay provided that the total number of such paid leaves of absence from the Composing Room staff shall not exceed six (6) working days per calendar year.

JURY DUTY

(c) 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/her presence as a witness was required in court.

BEREAVEMENT LEAVE

(d) Regular situation holders bereaved by the death of a parent, legal guardian, step-parent, child or legal step-child, spouse (legal or common-law), brother or sister shall have four (4) days leave of absence with pay at straight-time rate during the period of bereavement.

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 will be entitled to two (2) days leave of absence with pay during the period of bereavement.

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

MATERNITY LEAVE

(e) 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) Have applied for and be eligible for Unemployment Insurance benefits;
- c) Where possible, give the Company at least two (2) weeks notice before taking such leave;
- d) 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) months following the return.

Failure to return to work at the end of the six (6) months, or voluntary resignation or termination with 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 all the monies received within the 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 a 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 continuous; 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.

PENSION BENEFITS

SECTION 18 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. Any employee requesting his/her amount of contributions to the Pension Plan made during the year shall receive same any time after January 15th of the following year.

WELFARE PLAN

SECTION 19 (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 employees' 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.

(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.

(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 19 (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.

(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/she has qualified for the short-term disability, unless the second day is paid by the Comprehensive Welfare Plan.

(e) Even though an employee must leave work due to accident or sudden illness, he/she shall receive a full day's wages, provided that he/she seeks immediate medical attention at a hospital or other wise, if this is deemed advisable in the judgment of the foreman or assistant-foreman.

The Company shall defray the cost of any doctor's certificate required of an employee.

(f) Transportation from work to the hospital and from the hospital to the employee's home shall be furnished by the Company, when necessary.

WORKMEN'S COMPENSATION

SECTION 20 (a) If a full-time regular employee is injured by reason of accident in the course of his/her 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 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 13 (a) or (b) of this Agreement.

HEALTH AND SAFETY

SECTION 21 (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.

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

It is understood that the first five items in the Letter of Understanding have already been fulfilled and shall only be repeated if the equipment is changed or modified. The remaining items in the mandate outlined in the Letter of Understanding shall be completed within six (6) months of the signing of this Agreement.

(c) The Company agrees to keep The Gazette offices in a clean, healthful, sufficiently ventilated, properly heated and well-lighted condition at all times. The Company agrees that it will attempt to maintain the temperature of the Composing Room at 72 degrees F.

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

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

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

(g) A pregnant employee who normally works on VDT's may request to be reassigned to work that does not involve the use of VDT's. Where such work is available within her department, which she can learn to perform within one week's training, permission to be reassigned shall not be unreasonably 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 working VDT's, the Company will immediately reassign such employees to work that does not involve VDT's.

(h) The Committee shall recommend suitable arrangements for the annual ophthalmological examination of users of VDT's, and employees who 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 VDT's. 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.

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

(k) Except where past departmental practice has been considered satisfactory and is maintained, employees operating VDT's 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 VDT's.

PRIORITY

SECTION 22 (a) 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 their priority entitles them. Priority also applies to new starting times but shall be limited to the shift on which such changes in starting times are contemplated.

(b) 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.

(c) Priority standing is defined as the date and order in which employees are registered by the Union when joining the bargaining unit. Each employee's priority standing and company service is recognized as the dates appearing in Appendix "D".

(d) Trading of slide days by members or temporary arrangements between members and foremen or assistant-foremen for changes in slide days for the purpose of enabling situation holders to avoid giving out work to substitutes is forbidden.

(e) 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.

(f) 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 preceeding 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.

CLASSES OF WORK AND TRANSFER

SECTION 23 (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

(b) Extra work and regular situations shall be given out by the foremen and assistant-foremen 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/she is not familiar and from it be discharged for incompetency.

APPRENTICES

SECTION 24 (a) There will be no new apprentices during the term of this Agreement unless by mutual consent of the Union and the Company.

(b) The minimum scale for apprentices in proportion to the journeymen wage scale shall be as follows:

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

(c)(i) 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.

(c)(ii) 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.

(d)(i) 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.

(d)(ii) 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.

- (e) 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.
- (f) The foremen and assistant-foremen 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 proficiency in one branch, they must be advanced to other classes of work.
- (g) The Joint Apprenticeship Committee shall establish a training program for apprentices. The training program of printer apprentices shall include a thorough training under journeymen on all phases of work within the bargaining unit. Commencing with the first year of apprenticeship all printer apprentices shall enroll. If they do not possess a competency of forty-five (45) words per minute in 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 forty (40) words per minute competency, they shall be subject to Section 24 (j).
- (h) 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, such course to be approved by the Joint Apprenticeship Committee. Progress reports must be submitted to the Joint Apprenticeship Committee every six months. At all times, they shall be subject to Section 24 (j) of this Agreement.
- (i) 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.
- (j) Should an apprentice be careless and neglectful of the duties required by those in control of his/her trade training, his/her case shall be investigated by the Joint Apprenticeship Committee who shall have full authority to terminate his/her apprenticeship.
- (k) Apprentices shall be governed by the same shop rules, working conditions and hours of labor as journeymen.
- (l) 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 this contract.
- (m) No apprentice shall leave the employ of the Company and enter the service of another employer without the written consent of the Joint Apprenticeship Committee.

JOB SECURITY AND REDUNDANCY

SECTION 25 Those employees, and only those employees, listed in Appendix "A" shall have the job security in respect to volume provided by this section.

- (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.
- (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.

- (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.
- (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.
- (e) The Company and the Union shall meet within ten (10) 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 referred to an arbitrator as provided in Section 28 of the Agreement. Such arbitrator may also consider arguments of "force majeure" by either party. The Company shall have the obligation to demonstrate that the redundancies are due to and proportional to the reduction in volume.
- (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.
- (g) Through the period of one year following a notice, the redundancy may be reduced or eliminated by an increase in volume or

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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 25 (h) and (i) 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 "B").

(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, 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.

(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 27.

Notwithstanding the provisions of Section 27, 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 25 to any employee after he/she has accepted the dismissal allowance.

(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 rehired the employee shall resume the level of welfare and other benefits he/she had accumulated before the layoff and he/she shall be re-stored to Appendix "A".

(k) Subject to Section 25, a reduction in the force shall be accomplished by laying off the person last employed.

DISCHARGE

SECTION 26 (a) The foreman and assistant-foremen may discharge an employee for just and sufficient cause and only then if the discharge is grieved, it is upheld in arbitration.

(b) In all cases of discharge, the foreman or assistant-foreman shall provide the employee with written reasons within three (3) working days of such discharge.

DISMISSAL PAY

SECTION 27 In the event of dismissal to reduce the force, a regular full-time employee shall be entitled to receive dismissal pay in a lump sum equal to one week's straight-time wages for every 4 months' continuous Company service or major fraction thereof, up to a maximum of fifty-two (52) weeks' wages; provided any employee so dismissed must decide within twelve (12) months whether he/she 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/her name shall be removed from the priority board and he/she 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/she shall refund the Company any excess of dismissal pay he/she received over and above the amount of straight-time wages he/she would have received from the Company had he/she 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 one week's straight-time wages for every 4 months' continuous service with the Company or major fraction thereof up to a maximum of fifty-two weeks' wages with a minimum payment under this provision being 19 weeks' wages.

JOINT STANDING COMMITTEE

SECTION 28 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/her 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 single arbitrator, at the same time naming its choice for the arbitrator. The other party shall respond in writing within two weeks. If the two parties do not agree on the choice, either party may request the Minister of Labour to

appoint the arbitrator.

The decision of this 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 Printing, Publishing and Media Workers Sector of the Communications Workers of North America shall not be subject to arbitration. The conditions prevailing prior to the cause of the dispute shall be maintained until decided as above provided.

In all cases of discharge, the burden of proof shall be upon the Company. The expenses of the arbitrator shall be borne equally by the Company and the Union.

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/her 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.

FOREMEN AND ASSISTANT-FOREMEN REPRESENT COMPANY

SECTION 29 The foremen and the assistant-foremen are the representatives of the Company and as such, notwithstanding the provisions of Section 7 (b) of the present Agreement, excluded from the bargaining unit.

It is understood that instructions from foremen and assistant-foremen shall not discriminate against any employee and shall be carried out in a manner not inconsistent with the other provisions of this Agreement. It is also understood that such instructions and directives shall be communicated to the employees by their respective foreman or assistant-foreman or his/her designate.

STRUCK WORK

SECTION 30 The Company shall not require employees covered by this Agreement and the Union reserves the employees' right to refuse to process material received from, destined for, a shop or newspaper plant in which an authorized strike by, or lockout of, a

subordinate union of the Communications Workers of North America is in progress. The Union will give the Company 48 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.

PICKET LINES

SECTION 31 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.

UNION BUSINESS

SECTION 32 (a) The Chapel Chairman or his/her deputy in his/her absence shall not be disciplined for action taken on behalf of the union to apply the terms of this Agreement.

(b) It is agreed that the Chapel Chairman shall be occupied full time if necessary on Union business, without loss of pay.

It is also agreed that the Chairman will perform regular journeyman functions whenever he/she has time available.

This section shall also apply to the assistant chairman in the absence of the Chairman.

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

With the approval of the foreman or assistant-foreman, the Chapel Chairman may adjust his/her shift schedule (starting times and days of the week worked) in order to fulfill his/her Union duties. It is agreed that no reasonable request will be refused.

(d) 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.

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.

(e) It is agreed that the Company will allow 15 minutes at the end of the day shift and 15 minutes at the beginning of the night shift without loss of pay for members regularly scheduled to work, once a month for chapel meetings. The scheduling of such meetings shall be by mutual agreement between the foreman or assistant-foreman

and the Chapel Chairman so as not to disrupt production.

NEGOTIATING COMMITTEE

SECTION 33 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 5th day of March, 1987.

THE GAZETTE, A DIVISION OF SOUTHAM INC.

Jean-Pierre Tremblay
R.B. Williams
John McLachlan

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

Don McKay
L.L. Kent
R.McCreedy

This Agreement is approved as being in compliance with the laws of the Printing, Publishing and Media Workers Sector of the Communications Workers of North America and the undersigned, on behalf of the Executive Council of the Printing, Publishing and Media Workers Sector of the Communications Workers of North America, hereby pledges as a matter of Union policy only, its 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 25 of this Agreement.

Alarie, Aimé
Alarie, Fernand
Alarie, Jean-Charles
(res. 11/09/82)

- Aubry, Roland
- Banton, Peter
- Batford, Kenneth
- Beauchamp, André
(trans. 15/08/82)
- Bennet, Douglas
- Benton, William
- Bernard, Lloyd
- Bienvenue, Fernand
- Billington, Keith
- Blondin, Rita
- Bogle, William
(res. 01/01/87)
- Bowen, Leonard
(dec. 10/05/86)
- Braley, Leslie
(term. 30/09/86)
- Brazeau, Joseph
- Bretton, Jean-Paul
- Brown, Renn
- Brown-Ue, William
- Bruce, John
fret. 01/03/86
- Buchanan, Stanley
- Burnett, Margaret
(dec. 05/12/84)
- Cave, Brian
(trans. 10/07/82)
- Cecchini, Ray
(res. 01/01/87)
- Charron, François
- Chevrette, Roger
- Christoffer, Harry
(trans. 15/08/82)
- Clarke, Winston
- Clements, Robert
(excl. 27/08/86)
- Constandis, Kyriacos
(res. 01/01/87)
- Corbell, André
- Corbell, Guy
- Corriveau, Claude
- Coté, Gaëtan
(excl. 27/08/86)
- Coulombe, Arthur
- Cousineau, Jean-Pierre
- Cowan, Douglas
(excl. 27/08/86)
- Crawford, Donald
- Crowley, John
- Daigneault, Robert
(res. 23/10/82)
- Davies, Robert
- Dawson, John
(res. 27/10/82)
- DeLeon, Martin
- Desjardins, Yvon
- Desormeaux, Marcel
(excl. 27/08/86)
- Di Paolo, Eriberio
- Dubeu, Jacques
(res. 20/10/82)
- Dumont, Nicole
- Dupuis, Yvon
(dec. 02/12/85)
- Duranleau, Jean
- Duroseau, Fritzner
(trans. 15/08/82)
- Dutemple, Norman
(trans. 02/10/82)
- Ehrensperger, David
(res. 09/09/82)
- Faille, Paul
(res. 09/09/82)
- Farkas, Zoltan
(term. 30/09/86)
- Forget, Roger
- Foucault, Guy
- Foucault, Roger
- Francis, Cyril
- Freitag, Harry
(term. 07/06/85)
- Gagnon, Gilles
- Galarde, Alfredo
- Gandey, William
- Garnau, Fernand
- Gauthier, Jacques
- Gendron, Rodrigue
- Geoffroy, Claude
- Gingras, Charles
- Glen, Ronald
(res. 01/01/87)
- Godbeer, Charles
- Gohil, Umed
- Goldstein, Samuel
(res. 01/01/87)
- Goodhand, Gerald

Goodland, William
(res. 27/10/82)
Gosham, Henry
(term. 31/12/84)
Griffith, Calvin
Grordin, Marie-Andrée
Guillefoyle, John
Guillemette, Jean-Paul
Hall, Llewellyn
Hallas, Kenneth
Hanson, George
(term. 31/08/84)
Harting, Anton
(term. 30/04/85)
Hills, Edwin
(excl. 27/08/86)
Hogue, Ernest
Holford, Henry
Holloway, Horace
Howell, Arthur
(trans. 02/10/82)
Hubbard, Roy
(res. 01/01/87)
Illescas, William
Jamieson, Alan
(res. 30/05/85)
Jenner, William
Jowle, David
Juliver, Marilyn
(res. 09/09/82)
Karovitch, Morris
Kelly, Ian
(trans. 15/08/82)
Kent, Laurence
Kerwin, Kenneth
Kerwin, Timothy
Lacas, Gilles
Lahmais, Ben-Ahmed
(res. 20/10/82)
Lamb, James
(res. 29/10/82)
Lang, Kenneth
Langlois, Jules
Larsen, Edwin
Latour, Claude
Laurenteau, Yvon
Lavery, Ronald
Lawson, Peter
Leblanc, Gilles

Leduc, Marcel
Lee, Jack
MacDonald, Henry
(res. 03/06/85)
Mackay, Neil
Malliere, Mireille
(res. 09/09/82)
Manfield, Harold
Martin, Jean-Pierre
Maucolet, Michel
(trans. 10/07/82)
McCreedy, Robert
McHenry, Robert
McKay, Donald
(res. 23/12/84)
McKee, William
(res. from Union 01/01/85)
McNamara, Arthur
Megall, Nabil
(res. 02/04/82)
Michiels, Lucien
(res. 01/04/85)
Millok, Richard
(trans. 10/07/82)
Mitchell, George
(res. 01/09/85)
Mitchell, Robert
(res. 01/01/87)
Mongrain, Jean-Guy
Mooney, Joseph
(res. 11/09/82)
Morris, William
(excl. 27/08/86)
Morrison, Stanley
(res. 29/11/85)
Myerson, Arnold
Naets, François
Neyman, Morris
(term. 30/04/82)
Niwen, Alexander
Ostigny, Marcel
Overall, Charles
(term. 31/01/86)
Parent, Ernest
(term. 07/06/85)
Parent, Olier
Payne, Robert
(excl. 27/08/86)
Payne, Robert
(excl. 27/08/86)

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Pellegrini, Anacleto
Perrault, Rolland
Perrin, Roger
(trans. 10/07/82)
Plouffe, André
Poitier, Gary
(excl. 27/08/86)
Poitier, Jean-Yves
Poitier, Michelle
Poitier, Normand
(res. 09/09/82)
Powers, Herbert
Quessel, Rhéal
Quinn, Gerald
(res. 01/01/87)
Ramat, Aurelio
Rasmus, Heinrich
(term. 29/05/82)
Rebetez, Pierre
Rinche, James
(dec. 13/12/82)
Ross, Robert
Ross, Romeo
(res. 23/10/82)
Round, George
(trans. 02/10/82)
Rousseau, Maurice
(res. 09/09/82)
Roy, Paul
(trans. 02/10/82)
Russell, Carl
Saad, Antoine
Samuel, Brian
Santini, James
(dec. 02/02/85)
Shand, David
Shitlow, Warren
(trans. 15/08/82)
Sinel, Robert
(dec. 21/07/83)
Smeall, Brian

Smith, Michael
(res. 14/08/82)
Sneigrove, Bruce
St-Denis, Pierre
(trans. 02/10/82)
Ste-Marie, Guy
Stenhouse, David
Stewart, Alan
(res. 09/09/82)
Stiebel, John
Stiebel, Robert
Stockwell, Leslie
Stout, Joseph
(res. 01/01/87)
Street, Clayton
(excl. 27/08/86)
Street, John
Stulke, Donald
Sutak, John
Szeplah, John
(dec. 19/02/84)
Szatzi, Edmund
Tessier, Maurice
(res. 01/01/87)
Thomas, Frederick
Thomson, Michael
Timmons, Patrick
(res. 01/01/87)
Todd, James
Tremblay, Marc
Veitch, Gary
Vickers, Douglas
(res. 01/01/87)
Ward, Donald
Wheeler, Norman
(res. 27/10/82)
Whelan, Thomas
Whiting, Peter
Wilson, Donald
(res. 20/10/82)
Wiltshire, Bruce

APPENDIX "B"

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 agree-

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ment 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 QUÉBÉCOIS DE L'IMPRIMERIE ET DES COMMUNICATIONS, LOCAL 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 Quebec at 627 Faillon St. East, Montreal, Quebec (hereinafter called The Union);

AND:

Aime, 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 "A" 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 "A". The named employees are covered by this Agreement only if they remain members in good standing of the Union.

The present agreement will come into effect only at the time when the collective agreement between the employer and the Union as mentioned below, similarly in the case of future collective agreements, shall end, 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 all the persons named in the attached Appendix "A" has ceased. Neither party shall raise any matter dealt with in this Agreement in future negotiations for any new collective agreement.

III. — JOB GUARANTEE. — In return for the right to continue to move ahead with technological changes, the Company undertakes to guarantee and guarantees to protect the employees

named in the attached Appendix "A" 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 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 or 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 other 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 "A" for each employee.
4. Final permanent discharge from the Company. Permanent discharge can only occur for major offence 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 to amendments to the collective agreement.

V. — EMPLOYER'S EXISTENCE. — This agreement 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 permanently ceases publication but the production facilities continue in such activities as commercial printing. It will no longer be binding if the Company permanently ceases to exist. But in the event publication 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 Communications, section locale 145 as provided by Quebec 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 employee and, if required by the applicable collective agreement, any other union involved.

In the case of a transfer, the employee will be subject 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 permanent 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 employee 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 Company.

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

In the case where the Union ceases to exist, or if the Union is no longer the accredited bargaining agent, an employee who is named in Appendix "A" may have recourse to the procedure for the resolution of grievances provided by the Labour Code.

The parties to this agreement intend and consent that the present agreement be in the English language.

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

THE GAZETTE

R. Richardson

R. Barnett

**LE SYNDICAT QUÉBÉCOIS DE L'IMPRIMERIE ET
DES COMMUNICATIONS, section locale 145**

Don McKay
L. L. Kent

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

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APPENDIX "1"

Name	Date of termination of employment	Signature of employee	Signature of witness	Date
Alarie, Aime	30-09-91			
Alarie, Fernand	31-08-93			
Alarie, Jean-Charles	28-02-83			
	(res. 11/09/82)			
Aubry, Roland	31-10-92			
Banton, Peter	28-02-17			
Batford, Kenneth	28-02-89			
Beauchamp, Andre	30-04-09			
	(trans. 15/08/82)			
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			
	(res. 01/01/87)			
Bowen, Leonard	31-03-90			
	(dec. 10/05/86)			
Braley, Leslie	30-09-86			
	(term. 30/09/86)			
Brazeau, Joseph	31-07-15			
Breton, Jean-Paul	30-09-96			
Brown, Renn	30-09-89			
Brown-Lyre, William	28-02-90			
Bruce, John	28-02-89			
	(ret. 01/03/86)			
Buchanan, Stanley	30-11-05			
Burnett, Margaret	31-01-87			
	(dec. 05/12/84)			
Cave, Brian	31-10-09			
	(trans. 10/07/82)			
Cecchini, Ray	31-10-94			
	(res. 01/01/87)			
Charon Francois	30-04-10			
Chevrette, Roger	31-05-89			
Christofer, Harry	31-07-03			
	(trans. 15/08/82)			
Clarke, Winston	31-12-02			
Clements, Robert	30-11-07			
	(excl. 27/08/86)			

Name	Date of termination of employment	Signature of employee	Signature of witness	Date
Constandis, Kyriacos	31-12-90			
	(res. 01/01/87)			
Corbell, André	31-07-92			
Corbell, Guy	30-09-05			
Corriveau, Claude	31-01-00			
Coté, Gaëtan	31-08-11			
	(excl. 27/08/86)			
Coulombe, Arthur	31-12-92			
Cousineau, Jean-Pierre	31-05-90			
Cowan, Douglas	30-06-96			
	(excl. 27/08/86)			
Crawford, Donald	30-04-07			
Crowley, John	30-04-04			
Daigneault, Robert	30-06-08			
	(res. 23/10/82)			
Davies, Robert	31-08-07			
Dawson, John	30-06-89			
	(res. 27/10/82)			
DeLeon, Marian	31-08-11			
Desjardins, Yvon	31-10-19			
Desormeaux, Marcel	30-06-01			
	(excl. 27/08/86)			
Di Paolo, Eiberto	31-12-10			
Dubey, Jacques	30-11-11			
	(res. 20/10/82)			
Dumont, Nicole	31/07/25			
Dupuis, Yvon	28-02-93			
	(dec. 02/12/85)			
Duranleau, Jean	31-03-15			
	31-08-10			
Duroseau, Fritzer	(trans. 15/08/82)			
	31-07-95			
Dutemple, Norman	(trans. 02/10/82)			
Ehrensperger, David	28-02-98			
	(res. 09/09/82)			
Faille, Paul	30-09-84			
	(res. 09/09/82)			
Farkas, Zoltan	30-09-86			
	(term. 30/09/86)			
Forget, Roger	30-11-90			
Foucault, Guy	30-06-00			
Foucault, Roger	31-03-96			
Francis, Cyril	31-03-93			
Freitag, Harry	31-07-84			
	(term. 07/06/85)			

Name	Date of termination of employment	Signature of employee	Signature of witness	Date
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			
	(res. 01/01/87)			
Godbeer, Charles	31-03-16			
Gohil, Umed	31-10-10			
Goldstein, Samuel	31-01-91			
	(res. 01/01/87)			
Goodhand, Gerald	30-06-08			
Goodland, William	30-04-85			
	(res. 27/10/82)			
Gosham, Henry	31-12-84			
	(term. 31/12/84)			
Griffith, Calvin	30-04-05			
Gronoin, Marie-Andrée	31-10-25			
Guilfoyle, John	30-11-92			
Gullemette, Jean-Paul	31-08-91			
Hall, Lewellyn	31-08-01			
Hallas, Kenneth	31-07-89			
Hanson, George	31-08-84			
	(term. 31/08/84)			
Harting, Anton	30-04-85			
	(term. 30/04/85)			
Hills, Edwin	28-02-94			
	(excl. 27/08/86)			
Hogue, Ernest	30-04-91			
Holford, Henry	31-07-93			
Holloway, Horace	30-09-03			
Howell, Arthur	31-07-06			
	(trans. 02/10/82)			
Hubbard, Roy	31-03-89			
	(res. 01/01/87)			
Illescas, William	31-03-92			
Jamieson, Alan	31-05-87			
	(res. 30/05/85)			
Jenner, William	30-09-11			
Jowle, David	31-01-15			
Juiliver, Marilyn	30-11-08			
	(res. 09/09/82)			

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Name	Date of termination of employment	Signature of employee	Signature of witness	Date
Karovitch, Morris	31-10-00			
Kelly, Ian	30-04-07 (trans. 15/08/82)			
Kent, Laurence	31-05-04			
Kerwin, Kenneth	30-09-03			
Kerwin, Timothy	31-03-99			
Lacas, Gilles	31-08-00			
Lahnals, Ben-Ahmed	30-09-02 (res. 20/10/82)			
Lamb, James	30-11-95 (res. 29/10/82)			
Lang, Kenneth	31-03-87			
Langlois, Jules	31-03-91			
Larsen, Edwin	30-09-10			
Latour, 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 (res. 03/06/85)			
Mackay, Neil	30-09-07			
Mallette, Mireille	31-07-16 (res. 09/09/82)			
Manfield, Harold	31-07-06			
Martin, Jean-Pierre	28-02-10			
Maucotel, Michel	30-06-98 (trans. 10/07/82)			
McCreedy, Robert	29-02-04			
McHenry, Robert	31-05-89			
Mckay, Donald	30-09-14 (res. 23/12/84)			
McKee, William	30-06-95 (excl. 01/01/85)			
McNamara, Arthur	28-02-99			
Megalji, Nabil	28-02-06 (res. 02/04/82)			
Michiels, Lucien	31-10-93 (res. 01/04/85)			
Milot, Richard	31-01-15 (trans. 10/07/82)			
Mitchell, George	30-04-86 (res. 01/09/85)			

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Name	Date of termination of employment	Signature of employee	Signature of witness	Date
Mitchell, Robert	31-10-90			
	(res. 01/01/87)			
Mongrain, Jean-Guy	30-06-00			
Mooney, Joseph	31-07-86			
	(res. 11/09/82)			
Morris, William	31-10-95			
	(excl. 27/08/86)			
Morrison, Stanley	31-05-89			
	(res. 29/11/85)			
Myerson, Arnold	31-05-92			
Naets, François	31-10-95			
Nayman, Morris	30-04-82			
	(term. 30/04/82)			
Niven, Alexander	31-12-92			
Ostiguy, Marcel	31-08-01			
Overall, Charles	31-01-86			
	(term. 31/01/86)			
Parent, Ernest	31-10-84			
	(term. 07/06/85)			
Parent, Olier	31-08-96			
	(excl. 27/08/86)			
Payne, Robert	30-11-98			
	(excl. 27/08/86)			
Pellegrini, Anacleto	30-04-12			
Perrault, Rolland	31-12-93			
Perrin, Roger	30-04-01			
	(trans. 10/07/82)			
Plouffe, André	28-02-94			
Poirier, Gary	31-07-08			
	(excl. 27/08/86)			
Poirier, Jean-Yves	30-11-01			
Poirier, Michelle	31-01-00			
Poirier, Normand	31-12-83			
	(res. 09/09/82)			
Powers, Herbert	31-08-91			
Quessel, Rhéal	28-02-91			
Quinn, Gerald	31-01-89			
	(res. 01/01/87)			
Ramat, Aurelio	30-09-91			
Rasmus, Helmut	31-05-82			
	(term. 29/05/82)			
Reboez, Pierre	31-05-17			
Ritchie, James	31-12-85			
	(dec. 13/12/82)			
Ross, Robert	31-05-02			

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Name	Date of termination of employment	Signature of employee	Signature of witness	Date
Ross, Roméo	30-11-06 (res. 23/10/82)			
Round, George	31-05-95 (trans. 02/10/82)			
Rousseau, Maurice	30-09-87 (res. 09/09/82)			
Roy, Paul	31-12-94 (trans. 02/10/82)			
Russell, Carl	31-03-97			
Saad, Antoine	30-04-93			
Samuel, Brian	31-05-06			
Santini, James	31-08-86 (dec. 02/02/85)			
Shand, David	31-03-97			
Shirlow, Warren	31-08-16 (trans. 15/08/82)			
Sinclair, Robert	29-02-88 (dec. 21/07/83)			
Smeall, Brian	31-05-17			
Smith, Michael	31-03-18 (res. 14/08/82)			
Snelgrove, Bruce	31-08-91			
St-Denis, Pierre	31-07-02 (trans. 02/10/82)			
Ste-Marie, Guy	31-03-07			
Stenhouse, David	30-09-20			
Stewart, Alan	30-04-84 (res. 09/09/82)			
Stebel, John	30-09-13			
Stebel, Robert	30-06-89			
Stockwell, Leslie	31-12-07			
Stoute, Joseph	31-03-91 (res. 01/01/87)			
Street, Clayton	31-12-01 (excl. 27/08/86)			
Street, John	31-12-02			
Strike, Donald	30-09-13			
Sutak, John	31-05-93			
Szeplabi, John	31-08-13 (dec. 19/02/84)			
Szklasi, Edmund	31-01-04			
Tessier, Maurice	31-10-93 (res. 01/01/87)			
Thomas, Frederick	31-07-91			
Thomson, Michael	31-08-13			

Name	Date of termination of employment	Signature of employee	Signature of witness	Date
Timmons, Patrick	31-07-05 (res. 01/01/87)			
Todd, James	30-06-09			
Hemblay, Marc	31-07-08			
Veitch, Gary	31-03-13			
Vickers, Douglas	30-11-15 (res. 01/01/87)			
Ward, Donald	31-05-00			
Wheeler, Norman	30-09-86 (res. 27/10/82)			
Whelan, Thomas	30-03-95			
Whiting, Peter	31-12-18			
Wilson, Donald	31-10-03 (res. 20/10/82)			
Wiltshire, Bruce	30-04-93			

The parties agree to duplicate hereunder the text of an agreement entered into between them the 5th day of March 1987. 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.

APPENDIX "C"

AGREEMENT

BETWEEN

THE GAZETTE, a division of Southern 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 QUÉBÉCOIS DE L'IMPRIMERIE ET DES COMMUNICATIONS, LOCAL 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 Quebec at 627 Faillon St. East, Montreal, Quebec (hereinafter called the Union);

AND

Aime Alarie et al, employees of the Company, whose names appear in the appendix to the present document (hereinafter called the employees).

I.

INTENT —

- A. The undersigned parties agree that Section 4 (jurisdiction) in the collective agreement between the Company and Union signed on March 5th, 1987 and for the period May 1, 1987 to April 30, 1990 contains substantial, intended modifications and changes from Section 4 (jurisdiction) in the preceding collective agreement (1984-87) between the same parties and more specifically by such modifications and changes intend as follows:
 - a) deletion of Section 4 (jurisdiction) contained in the 1984-87 collective agreement and all other references to "jurisdiction" in such collective agreement;
 - b) jurisdiction is limited to existing Composing Room work performed within the confines of the existing Composing Room;
 - c) the Company may transfer any work, equipment

II.

B.

For so long as the above agreements and understandings as well as the provisions of the present agreement generally shall be in full force and effect, the Company agrees to maintain, as fully described in Article V of the present agreement, the standard of living of Composing Room employees who are parties to the present agreement and who meet the conditions of Article II, **COVERAGE**, of the present agreement.

COVERAGE — This agreement covers all Composing Room employees (and Mailroom transfers) as of March 5th, 1987 who sign the agreement and also signed the previous agreement (Job security — Technological changes) and whose names appear in the attached Appendix "B". The named employees are covered by this agreement only if they remain members in good standing of the Union. The agreement will apply to transferred employees only when such employees are working in the Composing Room.

The present agreement will come into effect only at the time when the collective agreement between the employer and the Union as mentioned below, similarly in the case of future collective agreements, shall end, disappear, become without value or, for any other reason become null and void or inapplicable.

TERM OF AGREEMENT — This agreement shall remain in effect until the employment of all the persons covered by this agreement has ceased in accordance with Article VI hereof. Subject to Articles V and X hereof, neither party shall raise any matter dealt with in this agreement in future negotiations for any new collective agreement.

d)

and/or process in whole or in part, out of the Composing Room and/or out of the jurisdiction of the Composing Room bargaining unit without violating the provisions of Section 4 (Jurisdiction) and therefore shall be free from jurisdictional claims;

only members of the Composing Room bargaining unit shall perform traditional bargaining unit work as described in the 1984-87 collective agreement within the confines of the Composing Room. However, it is understood that work performed by foremen and assistant-foremen, work presently performed by editorial employees in the Composing Room and any other non bargaining unit work including, but not limited to, janitorial services, building maintenance, and so forth, is excluded from such jurisdiction.

IV.

JOB GUARANTEE — All terms and conditions of "Job Security and redundancy" (Section 25 and Letters

V. of Understanding, re: Notice of redundancy and Redundancies) of the 1987-90 collective agreement shall be maintained unless mutually agreed by the Company and its employees' representatives.

COST OF LIVING FORMULA: As stated above, Composing Room employees who signed the present agreement shall have their hourly wages adjusted annually in accordance with the following formula:

DEFINITIONS:

- Consumer Price Index (C.P.I.) (Re: Statistics Canada, 1981: 100, Montreal area)
 - a: C.P.I. at the end of the period (March 31st of every year)
 - b: C.P.I. at the beginning of the first period of reference (April 1, 1986)
 - c: Prevailing hourly rate of pay for the duration of the present agreement: \$25.00/hr (or \$26.67 for night, split or lobster shifts)
- Formula: $\frac{(a - b)}{b} \times c = \text{Cost of living adjustment}$

Cost of living adjustment + \$25.00/hr (or \$26.67 for night, split or lobster shifts) = **Hourly rate for the period.**

Such wage adjustments shall be made once a year, the hourly rate for the period being effective from July 1st of each year.

Should the C.P.I. base year (1981:100) be changed, it is agreed that the formula shall be adjusted accordingly by mutual agreement. It is also agreed that should Statistics Canada discontinue C.P.I. figures required for the formula, an alternative and equivalent formula shall be adopted by mutual agreement of the parties.

VI. LOSS OF COVERAGE - This agreement will cease to apply to an employee for only one or other of the following reasons:

1. Death of the employee.
2. Voluntary resignation by a regular full-time employee.
3. The date stipulated in Appendix "I" for each employee regardless of his/her employment status after such date.
4. Final permanent discharge from the Company. Permanent discharge can only occur for major offence 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 to amendments to the collective agreement.

VII.

EMPLOYER'S EXISTENCE - This agreement 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 permanently ceases

VIII.

publication but the production facilities continue in such activities as commercial printing. It will no longer be binding if the Company permanently ceases to exist. But in the event publication 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 Communications, Local 145 as provided by Quebec Law.

JOB TRANSFERS - In the case of a transfer to another department, which shall be on a voluntary basis, the employee will be subject to the provisions of the collective agreement in that department, if any, or to any other provisions agreed upon by the parties.

However, if an employee working outside the department as a result of a transfer is laid off in another jurisdiction by operation of seniority or other provision, that employee shall be transferred back to the Composing Room with priority originally held at time of transfer as a regular full-time employee of the Company, and shall once again be covered by the provisions of the present agreement.

IX.

GRIEVANCE PROCEDURE - In the event of a disagreement with respect to the interpretation, application, and/or alleged violation of this agreement, the matter shall be deemed to be a grievance and shall be submitted and disposed of in accordance with the grievance and arbitration procedures in the collective agreement between the Company and the Union, which is in effect at the time that the grievance is initiated. The parties agree that the decision of the arbitrator shall be final and binding.

In the case where the Union ceases to exist, or if the Union is no longer the accredited bargaining agent, an employee who is named in Appendix "I" may have recourse to the procedure for the resolution of grievances provided by the Quebec Labour Code.

X.

AMENDMENTS - The parties acknowledge that all of the provisions of the present agreement are essential terms and conditions necessary to the validity of the agreement.

Therefore, should any clause of the present agreement in whole or in part, be declared invalid, inoperative or inapplicable by any tribunal of competent jurisdiction or by legislation, the Company and the Union agree to meet forthwith for the purpose of concluding an amended agreement binding upon all parties. It is agreed in principle that the essential elements of the agreement shall be maintained through amended formulas, by

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XI.

providing equivalent provisions or through any other agreement the parties may reach in their negotiations. If, within ninety (90) days following such a decision from a tribunal or by legislation as referred to above, the parties are unable to conclude such an amended agreement, the parties agree that the provisions of the present agreement and the collective agreement shall apply until one or the other of the parties exercises its right to strike or lock-out as provided by Section 107 of the Quebec Labour Code or until a decision is rendered by an arbitrator as provided by the next section of the present agreement.

RENEWAL OF COLLECTIVE AGREEMENTS AND SETTLEMENT OF DISPUTES -

Within ninety (90) days before the termination of the collective agreement, the Employer and the Union may initiate negotiations for a new contract. The terms and conditions of the agreement shall remain in effect until an agreement is reached, a decision is rendered by an arbitrator, or until one or the other of the parties exercises its right to strike or lock-out. Within the two weeks preceding acquiring the right to strike or lock-out, including the acquisition of such right through the operation of Article X of the present agreement, either of the parties may request the exchange of "last final best offers", and both parties shall do so simultaneously and in writing within the following forty-eight (48) hours or another time period if mutually agreed by the parties. The "last final best offers" shall contain only those clauses or portions of clauses upon which the parties have not already agreed. Should there still not be agreement before the right to strike or lock-out is acquired, either of the parties may submit the disagreement to an arbitrator selected in accordance with the grievance procedure in the collective agreement. In such an event, the arbitrator, after having given both parties the opportunity to make presentations on the merits of their proposals, must retain in its entirety either one or the other of the "last final best offers" and reject, in its entirety, the other. The arbitrator's decision shall be final and binding on both parties and it shall become an integral part of the collective agreement.

The parties to this agreement intend and consent that the present agreement be in the English language.

IN WITNESS WHEREOF, the parties have signed this 5th day of March, 1987.

Signature of
employee

Signature of
witness

Date

Name	Expiry date	Signature of employee	Signature of witness	Date
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			
Godbeer, Charles	31-03-16			
Gohli, Umed	31-10-10			
Goodhand, Gerald	30-06-08			
Griffith, Calvin	30-04-05			
Grondin, Marie-Andrée	31-10-25			
Guilfoyle, John	30-11-92			
Guillemette, Jean-Paul	31-08-91			
Hall, Llewellyn	31-08-01			
Hallas, Kenneth	31-07-89			
Hogue, Ernest	30-04-91			
Hofford, Henry	31-07-93			
Holloway, Horace	30-09-03			
Howell, Arthur	31-07-06			
Ilescas, William	31-03-92			
Jenner, William	30-09-11			
Jowle, David	31-01-15			
Karavitch, 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			
Langlois, Jules	31-03-91			
Larsen, Edwin	30-09-10			
Latour, 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			
Mackay, Neil	30-09-07			
Manfield, Harold	31-07-06			
Martin, Jean-Pierre	28-02-10			
Maucotel, Michel	30-06-98			
McCreedy, Robert	29-02-04			
McHenry, Robert	31-05-89			
McNamara, Arthur	28-02-99			
Millot, Richard	31-01-15			
Mongrain, Jean-Guy	30-06-00			
Myerson, Arnold	31-05-92			

Name	Expiry date	Signature of employee	Signature of witness	Date
Naets, Francois	31-10-95			
Niven, Alexander	31-12-92			
Ostguy, Marcel	31-08-01			
Pallegrini, Anacleto	30-04-12			
Perrault, Rolland	31-12-93			
Perrin, Roger	30-04-01			
Plouffe, André	28-02-94			
Poirier, Jean-Yves	30-11-01			
Poirier, Michelle	31-01-00			
Powers, Herbert	31-08-91			
Quesnel, Rhéal	28-02-91			
Ramat, Aurelio	30-09-91			
Rebelez, Pierre	31-05-17			
Ross, Robert	31-05-02			
Round, George	31-05-95			
Roy, Paul	31-12-94			
Russell, Carl	31-03-97			
Saad, Antoine	30-04-93			
Samuel, Brian	31-05-06			
Shand, David	31-03-97			
Shulow, Warren	31-08-16			
Smeal, Brian	31-05-17			
Snelgrove, Bruce	31-08-91			
St-Denis, Pierre	31-07-02			
Ste-Marie, Guy	31-03-07			
Stenhouse, David	30-09-20			
Shebel, John	30-09-13			
Shebel, Robert	30-06-89			
Stockwell, Leslie	31-12-07			
Street, John	31-12-02			
Sritke, Donald	30-09-13			
Sutak, John	31-05-93			
Sztasi, Edmund	31-01-04			
Thomas, Frederick	31-07-91			
Thomson, Michael	31-08-13			
Todd, James	30-06-09			
Trenblay, Marc	31-07-08			
Veitch, Gary	31-03-13			
Ward, Donald	31-05-00			
Whelan, Thomas	30-03-95			
Wilding, Peter	31-12-18			
Wilshire, Bruce	30-04-93			

APPENDIX "D"
EMPLOYEES' PRIORITY AND COMPANY SERVICE
AT SIGNATURE OF THE COLLECTIVE AGREEMENT

Names	Company service	Priority
Alarie, Aimé	26-03-79	19-03-79
Alarie, Fernand	12-10-80	13-04-80
Aubry, Roland	23-01-72	02-07-70
Banton, Peter	25-01-82	13-04-80
Batsford, Kenneth	26-04-81	13-04-80
Bennett, Douglas	12-10-80	08-02-79
Benton, William	12-03-79	13-04-80
Bernard, Lloyd	17-08-80	13-04-80
Bienvenue, Fernand	11-08-61	11-08-61
Billington, Keith	09-09-79	16-08-79
Blondin, Rita	11-05-80	13-04-80
Braceau, Joseph	27-05-79	26-03-79
Breton, Jean-Paul	06-05-73	04-05-72
Brown, Remy	11-05-80	13-04-80
Brown-Ure, William	11-05-80	13-04-80
Buchanan, Stanley	19-02-79	11-10-78
Chartron, François	12-03-79	09-03-79
Chevrette, Roger	25-01-82	13-05-81
Clarke, Winston	27-06-65	10-08-64
Corbell, André	26-11-79	26-11-79
Corbell, Guy	11-05-80	13-04-80
Corriveau, Claude	12-07-61	16-10-60
Coulinbe, Arthur	12-10-80	13-04-80
Cousineau, Jean-Pierre	10-04-72	12-08-70
Crawford, Donald	11-09-74	11-09-73
Crowley, John	08-03-70	26-06-69
Davies, Robert	21-10-79	10-09-79
DeLeon, Marian	11-05-80	13-04-80
Desjardins, Yvon	09-09-79	06-08-79
Di Paolo, Eriberto	11-05-80	13-04-80
Dumont, Nicole	03-06-79	23-05-79
Duranleau, Jean	25-01-82	21-07-80
Forget, Roger	23-01-82	26-11-79
Foucault, Guy	26-11-79	26-11-79
Foucault, Roger	25-01-82	09-01-81
Francis, Cyril	27-04-80	13-04-80
Gagnon, Gilles	03-12-67	15-06-67
Galarde, Alfredo	27-04-80	13-04-80
Gandey, William	25-01-82	13-04-80
Garnreau, Fernand	29-04-68	06-04-68
Gauthier, Jacques	16-07-78	30-06-78
Gendron, Rodrigue	28-05-72	17-05-71

Names	Company service	Priority
Geoffroy, Claude	12-09-61	10-09-61
Gingras, Charles	26-11-79	26-11-79
Godbeer, Charles	13-10-70	01-01-73
Gohl, Umed	03-07-78	05-11-75
Goodhand, Gerald	04-04-71	21-02-69
Griffith, Calvin	06-01-74	21-11-73
Grondin, Marie-Andrée	25-01-82	24-11-80
Guilfoyle, John	27-04-80	13-04-80
Guillemette, Jean-Paul	11-05-80	13-04-80
Hall, Llewellyn	18-03-73	25-08-71
Hallas, Kenneth	15-01-80	15-01-80
Hogue, Ernest	26-11-79	26-11-79
Holford, Henry	01-06-69	03-05-68
Holloway, Horace	25-01-82	12-11-80
Illescas, William	26-11-79	26-11-79
Jenner, William	09-09-79	07-09-79
Jowle, David	25-01-82	13-04-80
Karovich, Morris	26-11-79	26-11-79
Kent, Laurence	16-07-78	02-02-75
Kerwin, Kenneth	20-12-70	19-05-70
Kerwin, Timothy	21-08-61	13-02-63
Lacas, Gilles	26-09-61	20-08-62
Langlois, Jules	07-08-78	04-08-78
Larsen, Edwin	14-01-73	07-05-71
Latour, Claude	25-01-82	20-04-80
Laurendeau, Yvon	01-03-70	09-05-69
Lavery, Ronald	15-01-80	15-01-80
Lawson, Peter	28-01-50	05-04-59
Leblanc, Gilles	19-09-78	08-09-78
Leduc, Marcel	15-01-80	15-01-80
Lee, Jack	15-01-80	15-01-80
Mackay, Neil	27-04-80	13-04-80
Manfield, Harold	15-11-73	19-08-73
Martin, Jean-Pierre	02-05-71	15-12-69
McCreedy, Robert	17-11-68	01-05-68
McHenry, Robert	25-01-82	08-05-81
McNamara, Arthur	27-05-79	13-05-79
Mongrain, Jean-Guy	27-05-79	13-03-79
Myerson, Arnold	26-11-79	26-11-79
Nazis, François	29-04-68	26-04-68
Niven, Alexander	27-04-80	13-04-80
Ostigny, Marcel	06-04-69	26-07-68
Pellegrini, Anacleto	03-09-74	08-08-74
Ferrault, Roland	16-09-65	04-06-65
Plourde, André	26-11-79	26-11-79
Potier, Jean-Yves	11-07-61	24-01-61

Names	Company service	Priority
Potter, Michelle	03-06-79	23-05-79
Powers, Herbert	15-01-80	15-01-80
Quessel, Rhéal	26-11-79	26-11-79
Ramat, Aurelio	19-02-79	17-02-79
Rebetez, Pierre	25-01-82	13-04-80
Ross, Robert	09-09-79	09-08-79
Russell, Carl	19-02-79	07-02-79
Saad, Antoine	25-01-82	23-07-80
Samuel, Brian	01-10-66	26-05-66
Shand, David	27-04-80	23-04-80
Smeal, Brian	29-08-81	13-04-80
Snelgrove, Bruce	26-11-79	26-11-79
Sle-Marie, Guy	19-02-79	07-02-79
Stenhouse, David	25-01-82	13-04-80
Stebel, John	12-11-70	01-01-73
Stebel, Robert	26-11-79	26-11-79
Stockwell, Leslie	17-08-80	13-04-80
Street, John	23-04-68	29-02-68
Strike, Donald	19-02-79	05-02-79
Sutak, John	13-06-66	22-03-66
Szalasi, Edmund	30-10-64	15-08-63
Thomas, Frederick	27-04-80	13-04-80
Thomson, Michael	01-08-81	13-04-80
Todd, James	28-05-72	30-07-71
Temblay, Marc	26-03-79	23-03-79
Veitch, Gary	02-04-72	17-05-71
Ward, Donald	15-01-80	15-01-80
Whelan, Thomas	12-10-80	13-04-80
Wilding, Peter	19-02-79	28-02-79
Wilshite, Bruce	25-01-82	20-08-80

LETTER OF UNDERSTANDING

Re: Health and Safety Committee

The Health and Safety Committee established under Section 21 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 VDT's;
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 VDT's, 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 platemaking 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 21 of the Agreement shall be construed as an admission by the Company that a health hazard exists.

FOR THE UNION
 Don McKay
 L.L. Kent
 R. McCready

FOR THE COMPANY
 Jean-Pierre Tremblay
 R.B. Williams
 John McLachlan

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.)

FOR THE UNION
 Don McKay
 L.L. Kent
 R. McCready

FOR THE COMPANY
 Jean-Pierre Tremblay
 R.B. Williams
 John McLachlan

LETTER OF UNDERSTANDING

Re: Welfare plans

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.

Within three months following the date of signing of this agreement a committee consisting of two Union and two Company representatives will meet to consider the feasibility of transferring welfare plan coverage, i.e., group life, short-term disability, supplementary medical and dental insurance to established Company-administered plans.

It is understood that company contributions for any revised coverage will not exceed the amounts indicated in Section 19 (a) for married and single employees.

FOR THE UNION
Don McKay
L.L. Kent
R. McCready

FOR THE COMPANY
Jean-Pierre Tremblay
R.B. Williams
John McLachlan

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 shall 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 McKay
L.L. Kent
R. McCready

FOR THE COMPANY
Jean-Pierre Tremblay
R.B. Williams
John McLachlan

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 McKay
L.L. Kent
R. McCready

FOR THE COMPANY
Jean-Pierre Tremblay
R.B. Williams
John McLachlan

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 McKay
L.L. Kent
R. McCready

FOR THE COMPANY
Jean-Pierre Tremblay
R.B. Williams
John McLachlan

LETTER OF UNDERSTANDING

Re: Reproduction

It is understood that the reproduction clause in previous agreements, and which is deleted from the present Agreement, functioned as a measure of job security and that the redundancy clause of the present Agreement (section 25) 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 McKay
L.L. Kent
R. McCready

FOR THE COMPANY
Jean-Pierre Tremblay
R.B. Williams
John McLachlan

LETTER OF UNDERSTANDING

Re: Slide day schedule

It is agreed that the number of current employees (15%) scheduled to work Tuesdays, Wednesdays, Thursdays and Fridays with three (3) consecutive days off each week-end shall be extended for

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the duration of this Agreement.

It is further understood that the present slide day schedule as modified above shall remain in effect for the duration of this Agreement. However, if editions of The Gazette are published more or less often than in the morning as at present, or if another newspaper is published by the Company or produced for another company, re-scheduling of the Composing Room staff shall be determined by mutual agreement of the parties.

FOR THE UNION
Don McKay
L.L. Kent
R. McCreedy

FOR THE COMPANY
Jean-Pierre Tremblay
R.B. Williams
John McLachlan

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 25, 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 25(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 McKay
L.L. Kent
R. McCreedy

FOR THE COMPANY
Jean-Pierre Tremblay
R.B. Williams
John McLachlan

LETTER OF UNDERSTANDING

Re: Early starting times

Within three (3) months following the signing of the current Agreement, it is agreed that a maximum of thirty-five (35) employees on the night shift shall be given the opportunity to start work at 5:00 p.m. instead of 6:00 p.m. (for a trial period of six (6) months). Notwithstanding Sections 9(b), (c) and (d), it is agreed that such employees shall be paid at the regular night shift rate. The parties agree to meet one (1) month prior to the conclusion of the trial period to review the experiment.

FOR THE UNION
Don McKay
L.L. Kent
R. McCreedy

FOR THE COMPANY
Jean-Pierre Tremblay
R.B. Williams
John McLachlan

LETTER OF UNDERSTANDING

Re: Parking facilities

The Company agrees that its Security Personnel shall be required on a regular basis to provide surveillance of those parking facilities adjacent to and across the street from The Gazette building.

FOR THE UNION
Don McKay
L.L. Kent
R. McCreedy

FOR THE COMPANY
Jean-Pierre Tremblay
R.B. Williams
John McLachlan

LETTER OF UNDERSTANDING

Re: Redundancies

All calculations described in Section 25 due to variations in advertising linage shall be applied in the same manner as previous redundancies.

FOR THE UNION
Don McKay
L.L. Kent
R. McCreedy

FOR THE COMPANY
Jean-Pierre Tremblay
R.B. Williams
John McLachlan

LETTER OF UNDERSTANDING

Re: Job security, technological change and potential government intervention

The parties acknowledge that Section 5 (a), 6 (d), 25 (g), Appendix "B" (including Preamble, Agreement and Appendix "I" of the collective agreement) and Letter of Understanding, re: Notice of redundancy, contain essential terms and conditions necessary to the collective agreement.

The parties further acknowledge that the necessary staff reductions essential to the agreement were and will be achieved by way of individual predetermined employment contracts as stipulated in Appendix "B" of such collective agreement rather than by layoff in order of least seniority.

Should any clause, in whole or in part, be declared invalid, inoperative or inapplicable by any tribunal of competent jurisdiction or by legislation, the parties agree to meet forthwith for the purpose of concluding an amended collective agreement relating to staff reduction in job security and technological change. It is agreed in principle that the essential elements of job security, technological change and staff reduction shall be maintained through amended formulas, by providing equivalent provisions or through any other agreement the parties may reach in their negotiations.

If, within ninety (90) days following such a declaration from a tribunal or by legislation as referred to above, the parties are unable to conclude such an amended agreement, the parties agree that the said provisions shall apply, until one or the other of the parties

NOTES

exercises its right to strike or lock-out as provided by Section 107 of the Labour Code.

FOR THE UNION	FOR THE COMPANY
Don McKay	Jean-Pierre Tremblay
L.L. Kent	R.B. Williams
R. McCready	John McLachlan

LETTER OF UNDERSTANDING

Re: Foremen and assistant-foremen

It is agreed that following ratification, the Union shall withdraw its grievance dated September 29, 1986 concerning the performance of Composing Room work by non-members.

FOR THE UNION	FOR THE COMPANY
Don McKay	Jean-Pierre Tremblay
L.L. Kent	R.B. Williams
R. McCready	John McLachlan