

SOURCE	Citizen
EFF.	27/07/21
TERM.	2000/07/30
No. OF EMPLOYEES	320
NOMBRE D'EMPLOYES	320

MEMORANDUM OF AGREEMENT

Made this 2nd day of March, 1998

between

The Ottawa Citizen (a division of Southam Inc.) a body corporate and politic having its principal place of business at the City of Ottawa, hereinafter called the Publisher,

OF THE FIRST PART

and

The Ottawa Newspaper Guild, Local 30205 of The Newspaper Guild-CWA, for itself and on behalf of the employees of the Publisher as hereinafter defined, hereinafter called the Guild,

OF THE SECOND PART

ARTICLE I-EMPLOYEES

1.1 The term "employees" used in this Agreement means:

1.1.1 All Editorial Department employees of the Publisher save and except the Editor; the Editor's confidential secretary; Executive News Editor; Chief News Editor; 3 News Editors; Senior Editor - National Affairs; National Affairs Editor; City Editor; Director of Design; Sports Editor; Entertainment Editor; Business Editor; Director of Photography; Editor of the Editorial Page; Deputy Editor - Editorial Page; Editorial Page Editor - City; Letters Editor; Assistant Editorial - Editorial Pages; Editorial Page Writers; Editorial Cartoonist; Sunday Magazine Editor; Office Manager; Newsroom Technology Manager.

1.1.2 All Reader Sales and Service Department employees of the Publisher save and except Vice-President, Reader Sales and Service; Administration Manager; 2 Subscription Managers; Sales Manager; Single Copy Manager; Service Manager; and two (2) confidential secretaries.

1.1.3 All Financial Services Department and Printing employees of the Publisher, save and except Vice-President, Finance; Credit Manager; two (2) Accounting Managers; the In-Plant Printing Superintendent; one confidential secretary to the Vice-President, Finance; and Statistics Supervisor;

1.1.4 All Building Services employees of the Publisher save and except Building Services Manager and the Distribution Manager and such personnel as are employed by the Corps of Commissionaires as security officers provided that the term "Services employees" shall not be deemed to include technically-trained personnel such as electricians or machinists or technicians;

1.2 The term "Departments" when used in this Agreement shall mean Editorial, Reader Sales and Service, Financial Services Department, and Building Services Departments of the Publisher.

1.3 This Agreement shall apply, as more specifically provided hereinafter, to all part-time, temporary and temporary part-time employees of the Publisher, except student trainees in the Editorial Department and co-op students at the secondary school level. There shall be no more than one co-op student at a time in each department covered by this Agreement. This Agreement shall also apply to casual Summer employees of the Publisher hired in the Building Services Department during the period 1 May to 8 September, inclusive.

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1.4 Part-time Employees

A part-time employee shall be one who works regularly less than 80 per cent of the work week provided in this Agreement.

1.4.1 Part-time employees shall not be covered by the provisions of 7.4 (Night Differential), 8.5 (overtime) except that the overtime rate shall apply to hours worked in excess of 7 1/2 hours on day shift and 7 hours on night shift, 9.4 (rates and minimums for work on statutory holidays) and 11.1 (sick leave and benefit programs), except that Article 11.1 shall apply to those part-time employees, excluding school and university students, who have worked regularly for the Publisher for at least one year and whose regular work week is at least 21 hours. Employees will be notified in writing by the Company whether or not they have become or remain eligible for benefits under this section.

1.4.2 Article 11.1 (sick leave and benefit programs) shall apply also to school and university students who are part-time employees of the Publisher and who have worked regularly for the Publisher for at least one year and whose regular work week is at least 25 hours.

1.4.3 Part-time employees who have been employed by the Company for at least one year and who do not qualify for benefit plans under Article 1.4.1 and/or Article 1.4.2 will be eligible to enroll in the comprehensive sickness and accident insurance plan and dental insurance plan as described in Article 11.1.4. Such employees will be eligible, also, for life insurance coverage in the amount of \$6,000.00. Applicable premiums will be prorated on hours worked. Employees will pay the full cost of the premiums with respect to the provisions of this coverage and will be reimbursed annually in arrears according to the above-mentioned proration.

1.4.4 Part-time employees shall be paid on an hourly basis pro rata to the minimum to which they would be entitled by virtue of their classification and their experience. A part-time employee required by the Publisher to work on a holiday, as defined in Article 9 hereof, shall receive pay at the rate of double time in cash for the time worked in addition to his/her Statutory Holiday Pay as described in Article 9.6.

1.4.5 Effective January 1, 1993, a part-time employee shall advance on the schedule of minimum salaries and qualify for such benefits to which he/she may be entitled according to the length of continuous employment with the Publisher based on 1820 or 1950 hours, depending on departmental work week, representing one year's service except that time worked by a part-time employee as a temporary full-time employee shall not be included as service for the purpose of determining eligibility for benefits.

1.4.6 Severance pay to part-time employees shall be computed on a pro rata basis.

1.5 Temporary Employees

Without prejudice to Article 10.2 (scheduling of vacations), a temporary employee shall be one hired for the replacement of regular employees on vacation or for the replacement of regular employees on sick leave for more than five working days or for a special project or for work in connection with entertainment contests and similar enterprises or for collecting and filing election returns or who are employed for similar and transient and occasional purposes, in such cases not to exceed six months in any 12 month period. The Publisher shall have the right also to hire temporary employees to replace regular employees on leaves of absence or long term disability or modified work programs and in such cases the term of employment shall not exceed two years. The Publisher shall have the right also to hire temporary employees, at the applicable experience rating, to work as intern reporters in the Editorial Department and in such cases the term of employment shall not exceed 12 months within any 24 month period. It is agreed there shall be no more than 6 intern reporters on staff at a time.

Temporary employees shall not be covered by the provisions of Articles 11.1 (sick leave and benefit programs), 13 (Severance Pay), 16.1 (Leaves of Absence) and 17 (Military Service) of this Agreement except that temporary employees whose term of employment exceeds six (6) months shall be covered by all of the benefits provided under 11.1 after completing six (6) months of employment. Priority to be hired for such occasional full-time work may be given to regular part-time employees, subject to ability and qualifications, before new employees are hired.

Temporary employees shall be paid an hourly rate consistent with the minimum salary provided for their classification, status and experience.

1.6 Temporary Part-time Employees

A temporary part-time employee shall be one who works regularly less than 80 percent of the work week for the purposes and durations listed for temporary employment. Temporary part-time employees shall not be covered by the provisions of Articles 7.4 (Night Differential), 8.5 (overtime) except that the overtime rate shall apply to hours worked in excess of 37 1/2 hours on day shift and 35 hours on night shift in any one week, 9.4 (rates and minimums for work on statutory holidays), 11.1 (sick leave and benefit programs), 13 (Severance Pay), 16.1 (Leaves of Absence) and 17 (Military Service) of this Agreement except that temporary part-time employees whose term of employment exceeds six (6) months shall receive all benefits in accordance with the terms and conditions specified in Article 1.4.1.

1.7 The Publisher agrees to notify the Guild, in writing, of the engagement of part-time, temporary and temporary part-time employees, the general nature of their work and the anticipated duration of their employment.

1.7.1 Upon hiring, the Publisher agrees to inform all temporary employees in writing of the duration of their employment in accordance with this Agreement.

1.8 The term "Publisher" when used in this Agreement shall mean the Publisher or his/her duly appointed representative.

1.9 If the Publisher believes it is necessary to create any new job with new title in Guild departments, which jobs would be excluded from the bargaining unit, before the expiration of this Agreement, the following procedure will apply: Before the job is introduced, the Publisher will request a meeting with the Guild to discuss the reasons for the new position. If agreement cannot be reached, an independent third party agreeable to both sides will be asked to arbitrate the decision, based on criteria of job function for persons included and excluded in the existing bargaining unit. If the two sides cannot agree on a third party, the Ministry of Labour will be asked to name an arbitrator.

ARTICLE 2-GUILD ACTIVITY

2.1 The Publisher agrees that he/she will not interfere or attempt to interfere with the operation or activities of the Guild and that there shall be no discharge, discrimination or coercion by the Publisher against employees in respect of membership or non-membership in the Guild, except by operation of Article 3 (Guild membership). The Guild agrees that there shall be no discrimination or coercion by the Guild in respect of membership or non-membership in the Guild.

2.2 Employees shall have the right to the presence of a Guild steward or officer as a witness during any discussion with a supervisor that may result in a reprimand, suspension or discharge.

2.3 The Publisher or his/her designated representative agrees to meet with the representatives of the Guild at their request to discuss matters affecting relations between the Publisher and employees covered by this Agreement. The Publisher may, if requested, furnish a position letter on such subject matter.

ARTICLE 3-GUILD MEMBERSHIP

3.1 All employees who, on the date of the signing of this Agreement, are members of the Guild in good standing in accordance with its constitution and by-laws, or who may later join the Guild, and all new employees shall, as a condition of their employment maintain their membership in the Guild in good standing. An employee dismissed under this Article shall not receive severance pay.

3.2 The Guild will admit to membership any employee, subject to the constitution of The Newspaper Guild-CWA and the by-laws of the Guild.

3.3 Employees entering the service of the Publisher or transferred into the bargaining unit after the date of the signing of this Agreement shall become members of the Guild within 30 days of the date of their employment or transfer.

3.4 Checkoff

The Publisher agrees to deduct weekly from the earnings of all employees in the bargaining unit whether or not the employee is a member of the Guild and pay to the Guild monthly all Guild dues for the preceding calendar month within 5 working days of the end of the preceding calendar month. Such dues shall be deducted in accordance with a written schedule furnished the Publisher by 12 noon on Wednesday of the preceding week. The schedule will also be the basis of deductions in succeeding weeks unless the Guild gives written notice of the amendments. Such amendments shall take effect in the week after that in which they have been received by the Publisher, as above.

ARTICLE 4-INFORMATION

4.1 The Publisher agrees to furnish to the Guild in writing within seven days of their employment or as soon as available the names, addresses, dates of hiring, telephone numbers, dates of birth, contract classifications, experience ratings and salaries of employees hired. The Guild shall also be notified of all merit increases and/or bonuses given within seven days of such increases and/or bonuses.

4.2 The Publisher agrees to notify the Guild in writing of any changes in the information listed in 4.1 and any step-ups in years of experience and any resignations, retirements or deaths, with effective dates.

4.2.1 The Publisher agrees to furnish to the Guild in writing, each month, the aggregate number of hours worked in total by part-time employees in Guild jurisdiction.

4.3.1 Upon signing of this Agreement, and during the first week of August each year thereafter, the Publisher will furnish a list containing all data provided in Article 4.1 for all employees covered by this Agreement.

4.3.2 In the event of loss of records by the Guild and upon the written request of the Guild, the Publisher will furnish a list containing all data provided for in Article 4.1 for all employees.

4.3.3 The Guild and the Publisher agree that all information described in this article shall be kept confidential.

ARTICLE 5-PREFERENTIAL HIRING, TRANSFERS, PROMOTIONS

5.1 If the Publisher finds it necessary to fill vacancies or to create or fill new Guild positions, the Publisher agrees to post the positions on all Guild bulletin boards, using a standard format for all vacancy notices, and to send a copy to the Guild which may supply a candidate or candidates within three days for the consideration of the Publisher, but it is understood that the Publisher shall have the right to select at any time any person the Publisher desires for the vacancy. In cases where the Publisher has identified a candidate, this may be indicated. Upon request, any unsuccessful applicant for a vacant Guild position shall be provided with a written explanation of the Publisher's decision and suggestions, if any, about how to improve his/her chances for future consideration, with a copy to the Guild. Subject to ability and qualifications, part-time employees shall be given an interview, upon request, for any new or vacant full-time position posted by the Publisher before new employees or temporary employees are hired for said positions.

5.2 The parties **recognize** that age (except for the circumstances outlined in 5.2.1), sex, sexual preference, race, colour, creed, national origin, marital or parental status and irrelevant handicap, in the opinion of the Publisher, have never been considerations for employment, promotion, demotion or transfer by the Publisher or for membership in the Guild. It is agreed that this policy shall continue.

5.2.1 The Publisher and Guild agree that the question of age shall not, except under special or unusual circumstances or as applicable under the Publisher's pension plan, be a factor in or a condition of employment.

5.3 The Publisher agrees not to have or to enter into any agreement with any other Publisher binding such publisher not to offer or give employment to the employees of the Publisher.

5.4 There shall be no disciplinary action taken against any employee except for just and sufficient cause. Discipline shall be applied in a fair manner.

5.4.1 No written reprimand or criticism (with the exception of an employee's performance review) or suspension of an employee may be used against an employee at a future time if a written copy of such reprimand or criticism or notice of suspension has not been forwarded to the Guild at the time of the offense.

5.5 On request, the Publisher shall provide the employee with an appraisal of his/her performance in his/her job, and shall allow the employee to examine his/her personal file in the Human Resources Department.

5.6 Any employee in the Editorial Department may be transferred from one office and/or bureau to another office and/or bureau. If the location of the office or a bureau to which the employee is transferred is more than thirty-two (32) miles from the office or a bureau from which the employee was transferred, the employee shall be entitled to at least three (3) months' notice (which notice may be waived by the employee). No employee shall be required to move his/her place of residence as a result of such transfer, however, if the employee chooses to move his/her place of residence as a result of such transfer the Publisher shall pay all reasonable moving expenses for the employee and his/her family.

5.7 The Publisher will reasonably **endeavor** to avoid transferring an employee without his/her consent, which, however, shall not be unreasonably withheld. Failure of an employee to perform satisfactorily his/her new job duties upon being transferred will not constitute reason for discharge within a 90 day trial period. There shall be no reduction of salary or impairment of benefits as a result of such job transfer, nor shall any employee be **penalized** for objecting to such transfer.

5.8 An employee shall not be required to accept a transfer to a position with the Publisher outside the jurisdiction of this Agreement and shall not be **penalized** for refusing to accept such a transfer.

5.9 No employee shall in any way be **penalized** for refusing to accept a promotion.

5.10 An employee's service shall be deemed to be continuous unless said employee is officially taken off staff and removed from the payroll for a period in excess of seven (7) consecutive days.

ARTICLE 6-MINIMUM SALARIES

6.1 Employees will receive a lump sum payment equivalent to the **annualized** contractual rate for the classification prorated to the straight-time hours paid by the Citizen within the classification in the preceding contract year with 1820 or 1950 hours, depending on departmental work week, representing a full year's service, times the following percentage, less statutory deductions:

July 21, 1997 3.75%
 Payment will be made within 14 days of ratification.

General wage increases will be implemented in the following form, unless otherwise indicated:

July 21, 1999 1.50%

6.2 Upgrading of jobs and creations of new positions will take effect before the general increase is applied.

EDITORIAL DEPARTMENT

	July 21/97	July 21/98	July 21/99
E-1 Assistant News Editor (includes Pod Moms, Words & Prod'n)	\$1172.63	\$1172.63	\$1190.22
E-2 Chief Photographer Assistant Director of Photography Assistant Editor (includes Sports, Business, Entertainment, City) Columnist Night City Specialist Canada Editor World Editor	\$1114.27	\$1114.27	\$1130.98
E-3 Reporter			
5 years' experience	\$1066.11	\$1066.11	\$1082.10
4 years' experience	945.61	945.61	959.79
3 years' experience	898.82	898.82	912.30
2 years' experience	852.93	852.93	865.72
1 year's experience	809.38	809.38	821.52
To start	740.90	740.90	752.01
E-4 Copy Editor			
5 years' experience	\$1095.30	\$1095.30	\$1111.73
4 years' experience	1015.18	1015.18	1030.41
3 years' experience	947.45	947.45	961.66
2 years' experience	907.00	907.00	920.61
1 year's experience	867.00	867.00	880.01
To start	827.00	827.00	839.41

	July 21/97	July 21/98	July 21/99
E-5 Photographer			
Staff Artist			
Librarian			
Chief Photo Tech.			
Page Designer			
5 years' experience	\$1044.11	\$1044.11	\$1059.77
4 years' experience	923.61	923.61	937.46
3 years' experience	876.82	876.82	889.97
2 years' experience	830.93	830.93	843.39
1 year's experience	787.38	787.38	799.19
To start	718.90	718.90	729.68

E-6 Photo Technician			
Calendar Coordinator			
Comics & Puzzles Coordinator			
Scoreboard Editor			
2 years' experience	\$919.96	\$919.96	\$933.76
1 year's experience	830.93	830.93	843.39
To start	718.90	718.90	729.68

NOTE: Step ups apply only to Scoreboard Editor and Photo Technicians. All other E-6 classifications are to receive the top experience rating automatically.

E-7 Editorial Researcher			
Assistant Librarian			
Editorial Assistant			
2 years' experience	\$768.14	\$768.14	\$779.66
1 year's experience	721.84	721.84	732.67
To start	690.35	690.35	700.71

E-8 Office Person (37 1/2 hrs)	\$698.31	\$698.31	\$708.78
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E-9 Editorial Input			
2 years' experience	\$687.08	\$687.08	\$697.39
1 year's experience	661.67	661.67	671.60
6 months' experience	648.51	648.51	658.24
To start	626.50	626.50	635.90

E-10 Messenger	\$480.45	\$480.45	\$487.66
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READER SALES AND SERVICE DEPARTMENT

C-1 Country District Supervisor			
Dealer Supervisor			
5 years' experience	\$1058.89	\$1058.89	\$1074.77
4 years' experience	923.67	923.67	937.53
3 years' experience	877.01	877.01	890.17
2 years' experience	831.01	831.01	843.48
1 year's experience	787.38	787.38	799.19
To start	718.95	718.95	729.73

		July 21/97	July 21/98	July 21/99
C-2	District Supervisor			
	5 years' experience	\$1044.11	\$1044.11	\$1059.77
	4 years' experience	923.61	923.61	937.46
	3 years' experience	876.82	876.82	889.97
	2 years' experience	830.93	830.93	843.39
	1 year's experience	787.38	787.38	799.19
	To start	718.90	718.90	729.68
C-3	Assistant District Supervisor (Part-time, Per Hour)			
	2 years' experience	\$22.50/hour	\$22.50/hour	\$22.84/hour
	1 years' experience	20.48/hour	20.48/hour	\$20.79/hour
	To start	19.10/hour	19.10/hour	\$19.39/hour
C-4	Customer Service Representative			
	2 years' experience	\$ 716.93	\$ 716.93	\$ 727.68
	1 year's experience	687.44	687.44	697.75
	6 months' experience	668.77	668.77	678.80
	To start	654.52	654.52	664.34
C-5	Office Coordinator (Part-time, Per Hour) [C4C rate 2 yrs]	20.4837	20.4837	20.7909
C-6	Office Person (35 hrs)	651.76	651.76	661.54
C-7	Dispatcher (diff C8C)	18.4944	18.4944	18.7718
C-8	Customer Service Representative (Part-time, Per Hour)	17.8951	17.8951	18.1635
C-9	Ramp Attendant (Part-time, Per Hour)	17.8951	17.8951	18.1635
C-10	Junior Clerk/Messenger	480.45	480.45	487.66

BUILDING SERVICES

		July 21/97	July 21/98	July 21/99
M-1	Maintenance Person			
	2 years' experience	698.31	698.31	708.78
	1 year's experience	611.49	611.49	620.66
	To start	545.98	545.98	554.17
M-2	Part-time Cleaner (Per Hour)	14.4186	14.4186	14.6349
M-3	Casual Summer Help (Per Hour)	9.4237	9.4237	9.5651

FINANCIAL SERVICES DEPARTMENT

	July 21/97	July 21/98	July 21/99
B-1 Collection Clerk			
3 years' experience	858.63	858.63	871.51
2 years' experience	836.95	836.95	849.50
1 year's experience	819.97	819.97	832.27
To start	810.21	810.21	822.36
B-2 Statistics Clerk			
3 years' experience	774.77	774.77	786.39
2 years' experience	733.51	733.51	744.51
1 year's experience	717.18	717.18	727.94
To start	700.49	700.49	711.00
B-3 Clerk Cashier			
Assistant Collection Clerk			
Office Clerk			
2 years' experience	716.93	716.93	727.68
1 year's experience	687.44	687.44	697.75
6 months' experience	668.77	668.77	678.80
To start	654.52	654.52	664.34
B-4 Switchboard Operator			
2 years' experience	687.08	687.08	697.39
1 year's experience	661.67	661.67	671.60
6 months' experience	648.51	648.51	658.24
To start	626.50	626.50	635.90
B-5 Tearsheet Clerk	651.76	651.76	661.54
Mailroom Clerk (35 hrs)			
B-6 Junior Clerk	480.45	480.45	487.66
S-1 Printer			
2 years' experience	703.99	703.99	714.55
1 year's experience	637.18	637.18	646.74
6 months' experience	620.62	620.62	629.93
To start	606.14	606.14	615.23

ARTICLE 7-GENERAL WAGE CONDITIONS

7.1 In the application of the foregoing schedule of minimums, experience shall include all proven regular employment in comparable work. Employees shall be classified as to job title and experience rating by mutual agreement between the Publisher and the Guild. New employees and employees transferred into Guild jurisdiction shall be classified at the time of employment or transfer.

7.2.1 Any employee who is temporarily engaged in a higher classification shall receive the wage rate of pay in the higher classification for the period of time worked in the higher classification provided always that if his/her vacation period falls in the period in which he/she is acting in the higher classification, he/she shall not be entitled to the higher rate of pay for that vacation period. If the lowest rate of pay in the higher classification is not greater than the employee's salary in his/her regular classification, he/she shall receive the rate of pay in the higher classification immediately above his/her salary in his/her regular classification.

7.2.2 An employee performing **authorized** duties not within the coverage of this contract shall be paid at the top rate available in his/her classification plus an additional \$15 per shift.

7.3 When an employee is promoted to another classification and such promotion would not otherwise result in any increase in salary at that time, such employee shall be placed in an experience grade in his/her new classification which will provide an immediate increase over his/her previous salary. The date of promotion to the new classification shall become the anniversary date for application of the salary progression established for such classification under Article 6 (Minimum Salaries). This provision shall also apply when an employee is transferred to another classification, unless otherwise mutually agreed between the Publisher and the Guild. It is agreed between the Guild and the Publisher that this provision shall not apply as to increase in salary when the person transferred is moved to a position assigned under Article 6 (Minimum Salaries) to a lower wage; in each such case, the transferred employee shall continue to receive his/her former wage, but the Publisher shall not be obliged to grant the employee any wage increases until such time as the salary in the lower classification catches up to the employee's actual salary. Such employee shall be eligible for merit pay in his/her new position. However, an employee moved to a lower classification as a result of departmental **reorganization** shall continue to receive his/her former wage, with any applicable percentage increases applied to his/her former position and shall be eligible for merit pay in his/her new position.

7.4 Night Differential

7.4.1 Effective upon implementation of the new salary schedules, night differential shall be paid at the rate of \$11.00 per shift when the shift begins or ends between 6 p.m. and 6 a.m.

7.4.2 There shall be no deduction of night differential for those regularly engaged between 6 p.m. and 6 a.m. for vacation, bereavement leave, or by operation of the holiday clause hereinafter set out.

7.5 Payment of salaries shall continue to be made weekly. The pay week shall run from Sunday to Saturday.

7.6 The parties hereto agree that there shall be no reduction of salaries of employees except as specifically provided in Article 7.3 (involuntary reclassification), Article 7.6.1 (requested reclassification), Article 7.7 (merit pay), Article 15.3 (employees' car allowance). The term "salary" means all forms of compensation provided herein. No night differential or split shift differential payments or freelance payments shall be included in the meaning of the term "salary" as used anywhere in this Agreement.

7.6.1 Where an employee requests in writing to be reclassified to a lower classification and where such request is granted to accommodate the employee's wishes, the employee's salary shall be reduced to the applicable rate in the lower classification.

7.7 The minimum wage rates established herein are minimums only. Individual merit may be acknowledged by increases above the minimum. The Publisher shall at least annually review the salaries of all employees to determine merit increases. The Publisher agrees to notify the Guild of all merit increases given. All merit pay shall be subject to revision annually. Such merit pay revisions shall be subject to Article 12. It is understood that merit pay will not be automatically continued when an employee is promoted to a higher classification.

7.8 If a full-time employee works in more than one classification, he/she shall be paid on an hourly basis pro rata to the minimum to which they would be entitled by virtue of time worked within each of the classifications with 1820 or 1950 hours, depending on the departmental work week, representing one year's service within the classification. If there are no step-ups in the higher classification, all time worked in either classification shall accumulate towards the lower classification.

ARTICLE 8-HOURS AND OVERTIME

8.1 Editorial Department

8.1.1 There shall be a five (5) day, 37 1/2 hour week for the day shift and a five (5) night, 35 hour week for the night shift. An employee whose shift begins or ends between 6 p.m. and 6 a.m. shall be paid the night differential provided in Article 7.4.1 in addition to the employee's regular salary. In no case, however, shall overtime on a day shift entitle an employee to night differential even though the overtime extends the day shift past 6 p.m.

8.1.2 The working day shall consist of 7 1/2 hours falling within 8 consecutive hours and the working night shall consist of 7 hours falling within 7 1/2 consecutive hours. Employees engaged in the Living, Entertainment and Sports Departments may operate a split shift to meet the requirements of their work. Article 8.5.5 (Turnaround period) shall not apply to employees working split shifts. It is agreed that the split shifts shall be kept to a minimum by careful scheduling.

8.1.3 The scheduling of reporters on weekend duty shall rest with the Publisher. The Publisher agrees that every effort will be made to keep the scheduling of full-time reporters on weekends to a minimum. A reporter scheduled to work both Saturday and Sunday shall receive two (2) consecutive days off in the following week.

8.1.4 The senior reporter working on Saturday and Sunday shall be paid differential to the Assistant Editor's rate when acting in a supervisory role on a weekend shift when there is no Assistant Editor on duty.

8.1.5 Two (2) consecutive days off shall be guaranteed to all employees at least once a month.

8.2 Reader Sales and Service Department

8.2.1 There shall be a five (5) day, 37 1/2 hour week for the day shift and a five (5) night, 35 hour week for the night shift. An employee whose shift begins or ends between 6 p.m. and 6 a.m. shall be paid the night differential provided in Article 7.4.1 in addition to the employee's regular salary. In no case, however, shall overtime on a day shift entitle an employee to night differential even though the overtime extends the day shift past 6 p.m.

8.2.2 The work day shall consist of 7 1/2 hours falling within 8 1/2 consecutive hours and the work night shall consist of 7 hours falling within 8 consecutive hours.

8.3 Financial Services Department

8.3.1 There shall be a five (5) day, 35 hour week for employees working in the Financial Services Department save and except employees in Printing.

8.3.2 The working day for employees working outside of Printing shall be between 6 a.m. and 6 p.m. and shall consist of 7 hours falling within 9 consecutive hours, except that the working time for one Switchboard Operator may be scheduled between 10 a.m. and 9 p.m.

8.3.3 There shall be a five (5) day, 37 1/2 hour week for the day shift and a five (5) night, 35 hour week for the night shift for employees working in Printing.

8.3.4 The work day shall consist of 7 1/2 hours falling within 8 consecutive hours for the day shift and 7 hours falling within 7 1/2 consecutive hours for the night shift for employees working in Printing.

8.4 Building Services

8.4.1 There shall be five (5) day, 37 1/2 hour week for the day shift and a five (5) night, 35 hour week for the night shift. An employee whose shift begins or ends between 6 p.m. and 6 a.m. shall be paid the night differential provided in Article 7.4.1 in addition to the employee's regular salary. In no case, however, shall overtime on a day shift entitle an employee to night differential even though the overtime extends the day shift past 6 p.m.

8.4.2 The work day shall consist of 7 1/2 hours falling within 8 consecutive hours and the work night shall consist of 7 hours falling with 7 1/2 consecutive hours.

8.4.3 Employees shall be given the weekend of two weeks out of four weeks.

8.5 General to All

8.5.1 The parties agree that, notwithstanding anything above to the contrary, where in any department a shorter work week than 37 1/2 hours is now being worked, such shorter work week and shorter work day shall continue and that overtime shall apply after such shorter work week or work day.

8.5.2 Overtime

8.5.2.1 Overtime shall be worked when and if required by the Publisher as authorized by the duly appointed representative of the Publisher.

8.5.2.2 The Publisher shall compensate for authorized overtime at the rate of time and one-half in cash for the first two hours and double time thereafter, except that, operational requirements permitting, employees at their express option and with the express approval of the Publisher shall be free to take time off in lieu of overtime at the applicable overtime rate. All overtime shall be automatically paid in cash except in cases where employees specifically request in writing time off in lieu of overtime. Such requests must be submitted at the same time as the employee's overtime claim is submitted. Overtime shall be defined as work beyond the unit of hours in the work day or night or work week as more specifically defined above for each department, or at hours not scheduled as provided in 8.5.4 below. Overtime for part-time employees covered under Article 1.4.1 shall be defined as work beyond 7 1/2 hours on days and 7 hours on nights.

8.5.2.3 The Publisher agrees to cause a record of all overtime to be kept. Such a record shall be available to the Guild upon request at reasonable hours.

8.5.3 Work on a Day Off: An employee called in to work on his/her day off shall receive pay for the time worked at the rate of time and one-half for the first two (2) hours and double time thereafter, for a minimum of 7 or 7 1/2 hours, as applicable, in addition to his/her regular weekly salary in all departments.

8.5.4 Scheduling of Hours of Work: Working hours for all departments shall be scheduled by the Publisher not later than the Monday two weeks prior to the work week in which the work applies, provided, however, that the schedule may be changed by the Publisher at any time to meet an emergency. The work schedule for each department shall be posted on the appropriate Guild bulletin board.

8.5.5 Turnaround: The work schedule for employees shall provide for at least a 10 hour turnaround period between regularly scheduled shifts. Employees who work during the turnaround period shall be paid overtime rates. This clause shall not apply to employees working split shifts.

8.5.6 Split Shifts: An employee required to work a split shift, scheduled or unscheduled, shall be paid a premium of \$16.00 per shift in addition to any night differential normally paid.

8.5.7 Call Back: An employee called back to work between the end of a shift or the end of a shift plus overtime and the beginning of his/her regularly scheduled shift shall be paid \$20.00 per occasion plus overtime rates for a minimum of one (1) hour for all work outside of the regularly scheduled shift.

8.5.8 Work Through a Meal Period: Employees who are required to work through their meal period will be paid at the rate of two times the straight time rate for the period so worked. It is understood that an employee is entitled to a meal break no later than five hours after the start of his/her shift.

ARTICLE 9-HOLIDAYS

9.1 The following eleven days shall be granted employees with full pay: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and two (2) floating days to be taken at a mutually agreeable time. If any new holiday such as "Heritage Day" is legislated to be a national holiday, it will be added to the list of statutory holidays listed above.

9.2 The work week in which any of these holidays falls shall consist of four working days, as specifically defined in Article 8 (Hours and Overtime), excluding the holiday. All time worked beyond such limits, excluding the holiday, shall be paid for at the overtime rate as set forth in Article 8.5.2 (Overtime).

9.3 When an employee's day off falls on a holiday cited in this article, or when two holidays as cited in 9.1 fall on the same day, he/she shall receive an additional day off immediately before or after his/her regular days off that week, except that when the holiday falls on a Saturday or Sunday, those employees whose day off falls on either of these days shall receive an additional day off within six weeks, the day to be mutually agreed upon.

9.4 An employee required by the Publisher to work on a holiday as defined in this Article or the day legally designated as such shall receive payment for those hours of his/her shift which fall within the twenty-four (24) hours of said holiday or day legally designated as such at the rate of double time in cash in addition to his/her regular weekly salary in all departments. Operational requirements permitting, employees at their express option and with the approval of the Publisher shall be free to take equivalent time off in lieu of pay under this clause, provided that the employee's request for time off in lieu of pay shall be in writing.

9.5 An employee whose vacation time includes any of the above holidays shall receive an additional day off on his/her vacation or, alternatively, may, if he/she so desires, have an additional day off at a time mutually agreeable to the employee and the Publisher.

9.6 Statutory Holiday pay for part-time employees shall be one-fifth of the average of the straight time hours worked per week in the four weeks immediately preceding the holiday paid at the applicable straight time rate.

ARTICLE 10-VACATIONS

10.1.1 Employees who will have completed specified periods of service by May 31 of each year shall receive an annual vacation with pay on the following basis: Less than 12 months' service-one day for every fifteen (15) days worked, but not to exceed fifteen (15) working days; after one (1) year's service-three (3) weeks (15 working days); after six (6) years' service-four (4) weeks (20 working days); after fourteen (14) years' service-five (5) weeks (25 working days); after twenty-four (24) years' service-six (6) weeks (30 working days). Not more than three weeks annual vacation may be taken consecutively except with the consent of the Publisher. Employees with thirty (30) years' or more of continuous service shall receive two (2) additional days off per year at times to be mutually agreed upon between the employee and the Publisher.

10.1.2 An employee may apply to take vacation time in units of days less than a week and the Publisher shall grant this, provided it does not interfere with operational requirements.

10.1.3 No employee shall be allowed to schedule his/her fourth, fifth or sixth weeks of vacation until all other employees have had a chance to schedule their first three weeks of vacation, according to the procedures set out in Article 10.3.

10.2 It is agreed that an employee will not be required to take his/her vacation prior to 15 May or after 30 September, except that if a special operational requirement arises, vacations may be spread beyond such period to dates arranged by mutual consent between the Publisher and the Guild.

10.3 Application lists for employees' first three weeks of vacation time shall be posted by 1 April of each year on the appropriate Guild bulletin board in all departments. In the event of conflicting applications, seniority based on total length of service, shall prevail in all applications submitted prior to 15 April. On 20 April, the interim vacation list so arranged shall be posted, as will application lists for employees' fourth, fifth and sixth weeks of vacation. In the event of conflicting applications concerning these vacation weeks only, seniority shall prevail on all applications submitted prior to 27 April. On 1 May, the vacation list so arranged shall be posted. No employee shall be required to apply for vacation time by any set date, provided such employee is willing to waive seniority rights.

10.3.1 Total length of service shall include unbroken service with any Southam division.

10.4 Upon termination of employment, an employee, or his/her legal representative in case of death, shall receive accrued vacation pay.

10.5 There shall be no carryover of vacations beyond 31 May of the following year unless mutually agreed between the employee and the Publisher. No employee shall take two years worth of vacation consecutively without the approval of the Publisher.

ARTICLE 11-SICK LEAVE; BENEFIT PROGRAMS

11.1.1 The Publisher shall continue to provide sick leave with full pay to all other than probationary employees of up to a maximum of 130 working days accumulated in any one calendar year except that a continuous or cumulative absence for the same illness or injury shall be limited to a total of 130 working days including statutory holidays within a twelve month period regardless of whether the absence for said illness or injury carries over into the next calendar year when the affected employee has qualified for Long Term Disability benefits. In case of compensable accident the Company will pay 100% of an employee's wages less any amount received by the employee from the Workers' Compensation Board. However, in no case are the above amounts to exceed the regular take home pay that the employee would otherwise have earned had he/she not been absent on Workers' Compensation. To facilitate a regular income for the employee, the Company will pay the employee his/her regular straight-time wages and the employee shall turn over to the Company his/her earnings from Workers' Compensation as soon as received.

When required by the Publisher, an employee on sick leave must furnish at his or her own expense a certificate signed by a duly qualified medical practitioner establishing that the employee is incapable of working. The Publisher shall have the right to obtain independent medical advice from a medical practitioner of the Publisher's choice and at the Publisher's expense when the Union and the Company agree that such action is warranted. Any member who fails to comply may lose his/her sick benefits for that specific occurrence. No sick benefits will be paid for scheduled days off, vacation and statutory holidays. No sick benefits will be paid for time lost due to alcoholism or drug abuse if treatment is refused.

11.1.2 Probationary employees shall not be entitled to sick leave provided herein.

11.1.3 It is agreed that no deduction will be made for sick leave from overtime, seniority or vacation credited or to be credited to an employee.

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

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

Long Term Disability benefits will be paid to disabled employees who are members of the LTD insurance plan from the end of the six-month leave period until the employee is able to return to work at any reasonable occupation or until the employee reaches age 65.

An employee wishing to return from Long Term Disability leave within two (2) years of commencement of such leave shall be reinstated in the same or comparable position providing that the employee furnishes the Publisher with a letter signed by a duly qualified medical practitioner stating that the employee is capable of performing the required duties of the particular job.

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

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

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

Effective January 1, 1993, the Publisher will, immediately upon the death of an employee, make available to the employee's beneficiary or legal representative an amount equal to the amount of severance pay to which said employee would have been entitled upon discharge in accordance with Article 13.2. The amount so advanced shall not exceed said employee's basic life insurance benefit entitlement and shall be reimbursed to the Publisher upon receipt of the company provided life insurance benefit. At the recipient's option, payment may be made in weekly sums equal to the employee's weekly salary until severance pay has been used up or the beneficiary or legal representative receives the company provided insurance benefit.

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

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

The Publisher shall provide comprehensive sickness and accident insurance coverage (supplementing the Ontario and Quebec government plans) which pays 100% of hospital expenses and 80% of all eligible medical expenses. The Publisher shall provide vision care as part of the comprehensive sickness and accident coverage mentioned above. The vision care coverage will provide for a maximum payment of \$150.00 towards the purchase of prescription eye glasses or contact lenses once within a 24-month period for eligible family members.

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

11.1.5 It is understood that each of the plans referred to in this section shall be subject to the terms and conditions of the insurance agreement with the companies concerned.

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

11.2 The Publisher shall, when requested, meet with the Guild's accredited representative(s) and furnish all information on company benefit and pension plans, including copies of the master agreements with the carriers. It is also understood that such representative(s) shall have access to the pension plan portfolio. The Publisher further agrees to take note of any suggestions or criticisms relating to such information from said representative(s).

ARTICLE 12-GRIEVANCE PROCEDURE

12.1 It is the mutual desire of the parties hereto that grievances be adjusted as quickly as possible. Any grievance arising from the application or interpretation of this Agreement shall first be discussed with the supervisor concerned by the employee involved and/or the Guild as soon as possible or within thirty (30) days of discovery of the incident or occurrence giving rise to the grievance whichever is sooner. The supervisor's response to the grievance shall be given no later than five (5) days after said discussion and shall be provided to the employee and the Guild. Failing settlement the grievance may be taken up in the following manner and sequence provided it is presented within fifteen (15) days of the supervisor's reply: The Guild may maintain stewards in the departments and the Publisher or his/her representatives shall be advised of their names. The stewards shall make a written presentation of the grievance to the Publisher or his/her representatives. Such presentation shall outline the grievance alleged and the relief sought. The Publisher or his/her designated representatives shall answer any such grievance within seven (7) days of its submission.

12.2 The Guild may designate a Standing Committee, of whom not more than five (5) shall take up with the Publisher or his/her representatives any matter arising from the application or interpretation of the Agreement and the Publisher or his/her representatives agree to meet them as hereinafter set out.

12.3 If any grievance submitted in accordance with 12.1 hereof is not settled within the period provided therein (which time may be extended by mutual agreement), the grievance may be referred by notice given by the Standing Committee within a further period of forty (40) days to the Publisher or his/her representatives. The Publisher or his/her representatives shall meet with the Standing Committee within seven (7) days following receipt of such notice (which time may be extended by mutual agreement). The Publisher or his/her representatives shall submit his answer in writing to the Standing Committee within seven (7) days after such meeting.

12.4 If any such grievance is not settled within the period provided (which time may be extended by mutual agreement), the grievance may be referred to arbitration by the Standing Committee in accordance with the procedure set forth in Article 18 (Arbitration) of this Agreement.

ARTICLE 13-SEVERANCE PAY

13.1 Upon severance from the Publisher's employ, or upon death, an employee shall not be entitled to any benefits or payments beyond that provided in this Article if, being eligible for participation in The Citizen Basic and Supplementary Pension Plan, he/she failed to participate.

13.2 Upon discharge, an employee shall receive severance pay in a lump sum, equal to one week's pay for every six months of service or fraction thereof with the Publisher, but not in excess of 52 weeks' pay. At the employee's option, exercised at the time of severance, payment may be made in weekly sums equal to his/her weekly salary until severance pay has been used up.

13.3 Severance pay need not be paid on voluntary resignation, nor in the event of gross misconduct, nor in the event of self-provoked dismissal for the purpose of collecting severance pay. Severance pay need not be paid on agreed retirement, or retirement for just and sufficient cause. If there is a disagreement on the justice and sufficiency of cause of retirement, such dispute may be submitted to arbitration by either party under the terms of Article 18 (Arbitration). If the arbitration determines there is such cause, it shall also determine the date of retirement.

13.4 The period of an employee's service with the Publisher, for the purpose of this Article, shall mean total continuous service with Southam Inc.

13.5 Severance pay shall be computed at the highest basic weekly salary paid the employee concerned during the final twelve (12) months of his/her employment with the Publisher.

13.6 This Article shall not apply while an employee is a probationary employee.

ARTICLE 14-JOB SECURITY

14.1.1 The Publisher agrees that there shall be no discharge except for just and sufficient cause.

Layoff Procedure

14.1.2 In the event of any discharge to reduce the force for economy to be known as a layoff, the following procedure shall apply:

(a) The Publisher shall immediately notify the Guild of the proposed staff reduction, advising it of the job titles and number of employees affected. The Guild and the Publisher shall immediately enter into discussions. The Guild shall have 14 days in which to present the Publisher with recommendations on how to reduce the payroll to alleviate such layoffs. The Publisher shall consider recommendations made by the Guild before making a final decision. No layoff notices shall be given to employees during this 14 day period.

(b) Employees to be laid off shall receive at least two weeks' written notice after the end of the discussion period outlined above. During this time, the Publisher shall consider voluntary resignation, early retirement offers and job sharing requests from employees. The number of employees to be laid off shall be reduced to the extent that the payroll savings have been achieved by the voluntary measures accepted by the Publisher. Employees resigning under this article shall receive severance pay as provided in Article 13 (Severance Pay).

(c) For the remaining layoffs, if any, the following procedure shall apply: Within each department employees shall first be grouped according to their status as either full-time or part-time employees and then according to their classifications. Within each group layoffs, if any, shall be made in inverse order of company seniority. Seniority shall mean length of continuous employment with the Publisher or a division of Southam Inc. Employment shall be deemed continuous unless interrupted by resignation, discharge for just cause or refusal to accept an offer of rehire into the classification in which the employee was working when laid off. A full-time employee who is laid off may elect to bump within his/her department into full-time work in a lower classification in which he/she has previously worked or has proven competence or may acquire competence by a reasonable amount of training, in the opinion of the Publisher, provided that the employee's total company seniority is greater than that of the employee whose position is claimed. An employee so displaced may similarly elect to bump or the employee may elect to take severance pay as provided in Article 13.

An employee who bumps into a lower classification shall be paid not less than the top minimum for that classification. A full-time employee who is laid off may elect to bump within his/her department into part-time work in his/her own classification or to part-time work in any lower classification in which he/she has previously worked or has proven competence or may acquire competence by a reasonable amount of training, in the opinion of the Publisher, provided that the employee's total company seniority is greater than that of the employee whose position is claimed. A part-time employee who is laid off or bumped by a full-time employee may elect to bump within his/her department into part-time work in any lower classification in which he/she has previously worked or has proven competence or may acquire competence by a reasonable amount of training, in the opinion of the Publisher, provided that the employee's total company seniority is greater than that of the employee whose position is claimed. A part-time employee thus displaced may similarly elect to bump another part-time employee in a lower classification in

the same department who has less company seniority or choose to take severance pay provided in Article 13.

(d) Each employee laid off and each employee sharing a job shall be placed on a rehiring list for two years. The Publisher shall fill each vacancy in the bargaining unit with a person from the list. The person to be hired shall be the person from the department in which the vacancy occurs who has the greatest company seniority and who was laid off from the classification in which the vacancy occurs or was laid off from a higher classification and has proven competence or may acquire competence by a reasonable amount of training, in the opinion of the Publisher, in the classification in which the vacancy occurs. Time spent on a rehiring list shall not constitute a break in continuity of service but need not be counted as service time in computing seniority.

(e) The Publisher shall make the rehiring list available to the Guild upon request.

(f) An employee hired under part “d” above shall be paid the applicable minimum for the classification into which the employee is rehired plus any dollar differential above the minimum which the employee was paid when laid off.

(g) Refusals to accept a job offer in the classification from which the employee was laid off shall result in the employee being dropped from the rehiring list. If an employee is rehired after payment of severance pay and before the **expiry** of the number of weeks so paid for, the unearned severance pay shall be refunded to the Publisher.

(h) An employee being recalled shall be notified by registered mail with a copy to the Guild. It shall be the responsibility of the employee to advise the Publisher of any change of address. The employee shall notify the employer in writing, within seven days of receiving such registered mail of his/her intention to return and shall be given an additional seven days to report for work, failing which his/her name shall be removed from the rehiring list.

14.2 Except for discharge for gross misconduct, in the event that an employee is discharged, at least two weeks’ notice in writing shall be given. A copy of the notice of any termination of employment, in which shall be included the reason for discharge, shall be sent to the Guild at the same time as it is sent to the employee.

14.3 New employees shall be considered probationary employees for the first 120 calendar days of their employment with the Publisher. A new employee’s performance shall be discussed with him/her not later than half-way through the probationary period, with a follow-up review if necessary before the end of the probationary period.

14.4 In any change of classification, or transfer except for temporary replacement of an employee absent from his/her usual position, there shall be a trial period of 90 calendar days. An employee who is raised to a higher classification shall be deemed to be on a trial basis for the **90-day** period, except for purposes of salary which shall remain unchanged for the first 30 days, and during such trial period may be returned to his/her former classification for any reason which the Publisher deems sufficient. An employee kept in the higher classification for more than 90 days, except for temporary replacement as mentioned, shall be considered permanently in that classification and shall receive the next higher rate of pay in that classification.

14.5 There shall be no discharge as a result of putting this Agreement into effect.

14.6 Part-time employees shall not be employed where such employment would eliminate or displace regular or full-time employees.

14.6.1 It is **recognized** that the Publisher may use freelancers and contributors, but such use shall not be to the financial detriment of Editorial employees.

14.7 No regular full-time employees employed with The Ottawa Citizen on July 21, 1990, shall suffer loss of employment solely as a result of the introduction of new equipment or new processes, or as a result of the contracting out of work. The Publisher may transfer and retrain at company expense employees whose work is affected by such new equipment or new processes to other positions without loss of salary if their services are no longer needed in the classifications in which they were previously employed. In the event of such a transfer, the employee shall continue to be paid at a salary rate not less than the salary applicable to the level held in the classification **from** which he/she was transferred, and shall continue to receive any merit increases which he/she was receiving at the time of the transfer. Subject to the continuing ability to perform satisfactorily the work of the classification from which he/she was transferred, as demonstrated in a ninety-calendar-day trial period, the employee so transferred will be given the first opportunity of returning to any vacancy that occurs in the classification from which he/she was transferred in the order of his/her seniority. Reductions in the force involving these employees subsequent to and as a result of the introduction of the equipment or processes referred to earlier shall be accomplished by death, retirement, resignation, by transfer, or by reasons of discharge for cause.

14.8 Technological change means the introduction by the Company of new equipment or new processes. In the event the employer plans technological change(s) which will result in significant impact on staff levels, the employer will give the Guild a minimum of ten (10) weeks' notice of technological change. Where the employer has notified the Guild of its intention to introduce technological change(s), the parties undertake to meet within the next fifteen (15) calendar days to hold constructive and meaningful consultations in an effort to reach agreement on solutions to problems arising from the technological change.

Notice shall include;

- (a) a description of the technological change;
- (b) the date on which the employer proposes to implement said technological change;
- (c) the number and classifications of employees affected by the technological change;
- (d) the effect of the technological change on the terms and conditions of employment of other employees;
- (e) the job classifications abolished and the new job classification to be created by the technological change(s).

ARTICLE 15-EXPENSES AND EQUIPMENT

15.1 The Publisher agrees to pay all **authorized** expenses incurred by the employee in the service of the Publisher if supported by vouchers or receipted bills when normally available.

15.2.1 Employees shall be paid at the mileage rate according to the following formula for all **authorized** use of automobiles owned by an employee and used in the service of the Publisher. The following is the mileage rate formula which will be updated by **Southam Inc.**:

35.0 to 39.9 cents/litre, unleaded 25.0 cents/km
40.0 to 44.9 cents/litre, unleaded 25.5 cents/km
45.0 to 49.9 cents/litre, unleaded 26.0 cents/km
50.0 to 54.9 cents/litre, unleaded 26.5 cents/km
55.0 to 59.9 cents/litre, unleaded 27.0 cents/km
60.0 to 64.9 cents/litre, unleaded 27.5 cents/km

The local price of unleaded gasoline shall be established by a check at random of four local Ontario dealers for each of the following brands: **Esso, Petro-Canada, Shell, Sunoco**; the prices shall then be averaged. A check will be made to determine the current average price on the date of signing of this Agreement.

15.2.2 Notwithstanding Article 15.2.1, it is understood that the Publisher recognizes the employee's right to refuse to use his/her own automobile in the service of the Publisher.

15.3 Effective on the date of signing of this Agreement, an employee of the Reader Sales and Service Department **authorized** to use his/her own car regularly in the service of the Publisher shall be paid at the rate of the current litre rate per kilometre or the current litre rate times 260 kilometres a week worked by the employee, whichever is greater. Except on termination of employment by voluntary resignation or for cause other than economy, an employee **authorized** to use his/her car regularly shall receive at least four months' notice before such **authorization** may be discontinued. Effective upon the signing date of this Agreement, when such employee is sick, the car allowance shall be \$50 per week.

15.4 Uniforms, coveralls or smocks shall be supplied to all regular full-time and part-time employees in the Building Services Department. Three winter jackets will be supplied for the use of employees in this department. Uniforms, coveralls or smocks shall be supplied to employees in the Printing classification. One winter jacket will be supplied for the use of employees in this department. Winter jackets will be supplied to ramp employees.

15.5 On mutual agreement between the Citizen and the employee, an employee may receive an automobile allowance in accordance with the car policy in place at the Citizen.

ARTICLE 16-LEAVES OF ABSENCE

Leaves described in Article 16.1 are not in addition to any statutory leaves now in effect or which may be legislated to take effect at any time during the term of this Agreement.

16.1 Leaves with Pay

16.1.1 Maternity Leave

The Publisher agrees to grant maternity leave of six months or such longer period which the Publisher may grant to any female employee if such employee requests it.

On each of the first two (2) weeks' of maternity leave the employee shall be paid an amount equal to 95% of her Employment Insurance Commission insurable weekly earnings.

During the period of maternity leave the Publisher shall assume the full costs of the premiums for the company benefit programs in which the employee is enrolled.

The employee shall endeavour to provide the Publisher with at least two (2) weeks' notice before commencement of maternity leave.

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

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

Where an employee has been employed with The Ottawa Citizen for a minimum of twelve (12) consecutive months prior to the commencement of maternity leave and where the employee has qualified for EI maternity benefits, said employee shall receive, upon request, a weekly supplementary maternity benefit to compensate for the difference between the EI weekly maternity benefit and 95% of the employee's Employment Insurance weekly insurable earnings for a total of fifteen (15) consecutive weeks with payment commencing with the third week of maternity leave.

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

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

16.1.2 Paternity Leave

Paternity leave of one day with pay shall be granted upon request; such leave may be taken during the two weeks following the birth or adoption.

16.1.3 Leave for Family Emergencies

The Publisher shall grant one day of leave with pay per year for family emergencies. Payment beyond one day shall be paid at the discretion of the Publisher. Such approval shall not be unreasonably withheld.

16.1.4 Bereavement Leave

Employees bereft by the death of a spouse (includes common-law and same gender spouse), child or step-child, shall be entitled to a leave of absence with full pay for five days. Employees bereft by the death of a parent, brother, sister, grandparent, grandchild, mother-in-law or father-in-law shall be entitled to a leave of absence with full pay for three days. Employees bereft by the death of a sister-in-law or brother-in-law shall be entitled to a leave of absence with full pay for one day. Bereavement leave in excess of these minimums will be granted on compassionate grounds, taking into account considerations such as distance from and the extent of the employee's familial ties to the deceased. Permission for extended bereavement leave shall not be unreasonably withheld.

16.2 Leaves Without Pay

16.2.1 The Publisher shall grant leave of absence without pay to a maximum of one year for regular employees for just and sufficient cause in the opinion of the Publisher. Such approval shall not be unreasonably withheld. However, on mutual agreement, leave of absences of more than one year can be decided on a case-by-case basis.

16.2.2 Individual leaves of absence to a total of 30 days in each 12 months or fraction thereof shall not be deducted in computing benefits under this Agreement.

16.2.3 Salary Deferral Leave

Employees shall be entitled to participate in the Deferred Compensation Leave Plans (Sabbatical), as outlined in Letter of Intent #18.

16.2.4 Guild Leave

If an employee is elected or appointed to any TNG Canada-CWA, TNG-CWA or CLC office or affiliate thereof, such employee on his/her own request in writing shall be given leave of absence without pay and shall be reinstated in the same position or a comparable one upon the expiration of such leave. The foregoing shall apply also to delegates to TNG-CWA, AFL-CIO and CLC conventions, local, national and international, and to delegates to special meetings called by TNG Canada-CWA, TNG-CWA.

16.2.4.1 Except in an emergency, two weeks' notice shall be given to the Publisher of all local executive and membership meetings, meetings of TNG Canada-CWA and TNG-CWA, AFL-CIO and CLC Conventions and to any other meetings. Emergency is defined as a situation which could not have been anticipated in advance by a person exercising reasonable diligence. The Publisher agrees to remunerate all employees on leave for local Guild business their regular weekly pay and benefits without penalty, provided two weeks' notice has been given to the Publisher. The Guild shall reimburse the Publisher for the gross amount paid to the employee and on behalf of the employee for all such leave immediately on receipt of notice from the Employer.

16.2.4.2 Leaves granted under Article 16.2.4 shall not be granted to more than five employees at any one time and any leave to delegates shall be limited to not more than ten (10) days' duration. The parties may agree to an enlargement of these limits.

16.2.5 Academic Leave

Leave of up to two years without pay may be granted for academic purposes.

16.2.6 Adoption Leave

The Publisher agrees to grant adoption leave without pay of six months or such longer period which the Publisher may grant to any employee if such employee requests it. Such leave shall be granted for legal adoptions only and shall not apply if either adoptive parent is the natural parent of the adopted child. In the case where both adoptive parents are employees of the Publisher, then adoption leave shall be granted to only one of these employees. Adoption leave shall begin on the date that the employee assumes custody of his or her adopted child. During the period of adoption leave the Publisher will assume the full costs of the premiums for the benefit programs described in Article 11 in which the employee is enrolled. An employee's usual vacation entitlement shall not be reduced as a result of being on adoption leave. Failure to return immediately following the expiration of such period of adoption leave shall be deemed to be a voluntary resignation.

ARTICLE 17-MILITARY SERVICE

17.1 In the event of an employee's enlistment (for service anywhere) during the time of war in which Canada is engaged, or conscription at any time, for service in Her Majesty's forces, he/she shall be considered on leave of absence and, on release of such service, shall resume his/her position or a comparable one, with a salary of not less than he/she would have received if his/her service with the Publisher had been continuous. An employee for the purpose of this Article is one who has had six months' continuous service upon entering Her Majesty's forces.

17.2 Time spent in such service shall be considered service time with the Publisher in computing severance pay, experience rating, length of service compensation, length of vacations and all other benefits which depend in whole or in part upon the length of continuous service with the Publisher.

17.3 If an employee, upon his/her return from such service, is found to be incapacitated to the extent that he/she is unable to resume his/her former employment, the Publisher shall make all efforts to place him/her in other acceptable employment and shall consult with the Guild thereon. If such employment is

not found, the employee shall receive his/her severance pay. If an employee dies while in such service, the amount of severance pay shall be paid to his/her beneficiary or estate.

17.4 Application for the resumption of employment shall be made within **90** days after termination of such service plus travel time from the separation point to the place of employment by rail.

17.5 An employee promoted to take the place of one entering such service may, upon resumption of employment of such service, be returned to his/her previous position and salary, but at not less than the current minimum for that previous position. Any employees so promoted, and while such position is temporary, shall continue to receive credit for his/her employment in the experience rating in which he/she is classified. In the event of a subsequent permanent change in employment and consequent change in classification, the employee shall receive full credit in his/her experience rating in such new classification for the period in which he/she has already been engaged in such new classification.

17.6 An employee hired as a replacement for one entering such service shall be covered by all the provisions of this Agreement, except this Military Service Article, and except that such employees on entering such military service shall be construed to be a dismissed employee and shall be given severance pay and pro rata vacation pay.

17.7 An employee hired as a replacement for one entering such service shall be given preference over any new employee in filling a vacancy other than the one caused by an employee entering the service.

17.8 Leaves of absence without pay shall be granted to employees for required annual training service with the Canadian Forces Reserves. All provisions of Article 17 shall apply to any employee in Canadian Forces Reserves.

ARTICLE 18-ARBITRATION

18.1 If there is any difference arising from the interpretation or administration of this Agreement, either party may go to arbitration under the terms of the Ontario Labour Relations Act, Sections **44** and **45**, and the results of such arbitration shall be final and binding on both parties. Any such difference shall be deemed to have been abandoned if it has not been referred to arbitration as herein provided within **40** days of the procedure outlined in Article 12 (Grievance Procedure).

18.2 The terms of this Agreement shall remain in force while negotiations and/or arbitration proceedings are being carried out.

ARTICLE 19-PROFESSIONAL ACTIVITIES

19.1.1 Bylines or credit lines shall be used at the Publisher's discretion provided that an employee's byline or credit line shall not be used over his/her protest.

19.1.2 The Publisher shall **endeavor** to consult with an employee before substantive changes are made in material submitted by the employee. If consultation is not possible and publication cannot be delayed, the byline or credit line of the employee involved shall be removed. Upon request, employees shall be given the reasons for substantive changes to their material.

19.2.1 No employee shall be required by the Publisher to give up custody of or to disclose any knowledge, information, notes, records, films, film prints, film negatives, film equipment, documents, photographs or tapes or the sources thereof to any party other than the Publisher, such material being the property of the Publisher.

19.2.2 The Publisher agrees that, where a court order is not involved, the foregoing shall not be released to any other party without first consulting the employee.

19.2.3 Except where libel has been alleged, no retraction of an employee's work shall be published without every effort first being made to consult with the **criticized** employee.

19.3 Employees of the Publisher shall be free to engage in any activities outside working hours, provided such activities do not consist of service performed for publication or broadcasting in competition with the Publisher, unless prior approval for such activities is obtained from the Publisher or his/her designated representative.

19.4 The Publisher shall **endeavor** to inform any employee whose personal integrity or professional ethics are attacked in a letter to the editor, of the letter before it is published. The employee may request the right to respond to the letter on the page where it is published. Permission for this will not be unreasonably withheld.

ARTICLE 20-HEALTH & SAFETY

20.1 No employee shall be required to use equipment which has not received proper regular maintenance. The Publisher shall **endeavor** to make available to the Guild applicable maintenance records pertaining to work done after the signing date of this Agreement.

20.2 All vehicles shall undergo a mandatory safety check every six months or 20,000 km, whichever comes first. Upon request, the Publisher will make available to all drivers of company vehicles a regulation first aid kit, fire extinguisher, flares and blanket.

20.3 Should the Reader Sales and Service Administration Manager decide that weather conditions warrant it, district supervisors in the areas affected may be **authorized** to return to the Citizen. In making this decision, the Administration Manager will take into account weather reports provided by the Ministry of Transportation and police.

20.4 A pregnant employee who normally works on VDT's shall, upon written request, be reassigned to work that does not involve the use of VDT's when such work is available and the employee is competent to perform the work. When such work is not available, or if the employee is not competent to perform the work, the employee may apply for and be granted an unpaid leave of absence to cover the period preceding the date on which the employee would be entitled to commence maternity leave of absence.

ARTICLE 21-MISCELLANEOUS

21.1 The Publisher agrees to make available a bulletin board of adequate size in a conspicuous location in each of the departments for the exclusive use of the Guild.

21.2 The Publisher shall ensure that any employee's ability to speak French does not prevent normal transfers or promotions.

21.3 The Publisher agrees to pay the regular weekly salary of any employee subpoenaed by the Crown to appear in court or of any employee called to serve on a jury. Nightside employees will not be required to work night shifts on two consecutive nights if they must spend the intervening day in court; such employees shall not suffer loss of pay under this provision. This clause does not apply to any employee appearing in court as a result of having been charged with an offence against the law.

21.4 Employees covered under the terms of this Agreement shall not be required to perform personal errands for supervisors.



ARTICLE 22-NOTICES

Except when otherwise provided, any notice which either party desires to give the other shall be given by personal service upon or prepaid registered mail as follows:

To the Publisher:
The Publisher,
The Ottawa Citizen,
110 1 Baxter Rd.,
OTTAWA, Ontario
K2C 3M4

To the Guild:
The Secretary,
Ottawa Newspaper Guild,
Unit 7B
Baxter Centre
1050 Baxter Road
OTTAWA, Ontario
K2C 3P1

Any notice given under the Agreement by registered mail shall be deemed given and received as of the business day following the date of mailing.

ARTICLE 23-DURATION AND RENEWAL

This Agreement shall remain in full force and effect from the 21st day of July, 1997, until the 20th day of July, 2000 and shall inure to the benefit of and be binding **upon the successors and assigns of the Publisher**. Notice in writing of a desire to renegotiate may be given by either party to the other party not less than **60** days and not more than **90** days prior to the termination of this Agreement, in which case negotiations shall be commenced within **15** days of the date on which the party to whom such notice is given receives the notice. The terms and conditions of this Agreement shall remain in effect during such negotiations.

In witness hereof the parties have hereunto affixed their seals under the hands of their officers, duly **authorized** in that behalf, at the city of Ottawa on the **2nd** day of March, **1998**.

For the Publisher:

For the Guild:

LETTERS OF INTENT

INDEX: The following Letters of Intent are appended to the Collective Agreement:

1. Re Photographer's Seniority
2. Re 1974 Guild Negotiators' Seniority
3. Re Disabled District Supervisors
4. Re Notice of Certain Major Changes
5. Re Job Sharing
6. Re French Language Instruction
7. Re Child Care
8. Re Obsolete Classifications
9. Re Part-Time Employees' Vacation Credit
10. Re Exclusions
11. Re Classifications of E-10, C-10, B-6
12. Re Transportation
13. Re Article 14.7
14. Re Transfer to/from Pembroke
15. Re Musculoskeletal Injury
16. Re Guild Inclusions
17. Re Evaluation Committee
18. Re Deferred Compensation Leave Plan (Sabbatical)

LETTER OF INTENT # 1 (Re Photographer's Seniority)

The following are the effective dates for Citizen photographers' for seniority purposes:

Allan Cave, October 1, 1957
Lynn Ball, January 1, 1972.

LETTER OF INTENT # 2 (Re 1974 Guild Negotiators' Seniority)

For the purpose of invoking leave limitations in the contract, the company will not take into account the time Guild representatives spent in negotiations respecting the 1974 - 1976 contract.

LETTER OF INTENT # 3 (Re Disabled District Supervisors)

The Publisher shall provide a district supervisor with loading assistance as required when the district supervisor furnishes at his own expense a certificate by a duly qualified medical practitioner substantiating the district supervisor's chronic disability. The Publisher may, if deemed necessary, require a second medical opinion from a practitioner of his choice.

LETTER OF INTENT # 4 (Re Notice of Certain Major Changes)

If the Publisher decides it is necessary to introduce a Sunday publication, to expand the plant, to introduce new VDTs, to re-introduce total-market-coverage publications or to build a satellite plant, the Publisher shall give the Guild advance notice in writing before such changes are introduced.

**LETTER OF INTENT # 5
(Re Job Sharing)**

This will confirm our agreement that the Publisher will consider in good faith any job sharing proposals.

**LETTER OF INTENT # 6
(Re French Language Instruction)**

This will confirm our agreement that the company will continue its current practice regarding reimbursement for French language training.

**LETTER OF INTENT # 7
(Re Child Care)**

This will confirm our agreement that the Publisher will consider in good faith any child care proposals.

**LETTER OF INTENT # 8
(Re Obsolete Classifications)**

(CITIZEN LETTERHEAD) October 27, 1992, Pat Bell, President, Ottawa Newspaper Guild.

Dear Pat:

This is to confirm our understanding that if the following functions and/or positions are ever revived at The Ottawa Citizen, the Publisher agrees that they will be placed within the Guild bargaining unit and paid at a rate which would maintain their previous relationship to other Guild jobs. The rates listed below are to be updated with each subsequent collective agreement.

If the rural commission canvasser function is ever revived it may be temporarily classified as a circulation sales agent in periods in which it is mutually agreed by the Publisher and the employee concerned that a commission operation would not be satisfactory to both of them. While assigned as a circulation sales agent, when **authorized** to use his/her car, such employee shall receive the car allowance in Article 15 (expenses).

For the purpose of sick leave, vacation pay, severance pay and holidays, the weekly basic salary of a rural commission canvasser shall be deemed to be the top minimum salary for the circulation sales agents.

This letter of understanding includes the following:

CIRCULATION

	July 21/97	July 21/98	July 21/99
C-1 Night Inside Supervisor			
5 years' experience	1058.89	1058.89	1074.77
4 years' experience	923.67	923.67	937.53
3 years' experience	877.01	877.01	890.17
2 years' experience	831.01	831.01	843.48
1 year's experience	787.38	787.38	799.19
To start	718.95	718.95	729.73
C-10 (was C-3) Collector Salesman			
3 years' experience	685.85	685.85	696.14
2 years' experience	654.20	654.20	664.01
1 year's experience	633.51	633.51	643.01
To start	608.69	608.69	617.82

C-11	(was C-4) Circulation Sales Agent			
	3 years' experience	744.04	744.04	755.20
	2 years' experience	705.94	705.94	716.53
	1 year's experience	677.36	677.36	687.52
	To start	656.68	656.68	666.53

C-9 Rural Commission Canvasser 80% of new accounts, without premium 60% on renewals, without premium 60% of new accounts, with premium 40% on renewals, with premium.

EDITORIAL - PROOFREADING DEPARTMENT

P-1	Proofreader			
	5 years' experience	999.72	999.72	1014.72
	4 years' experience	817.18	817.18	829.44
	3 years' experience	725.34	725.34	736.22
	2 years' experience	668.60	668.60	678.63
	1 year's experience	645.41	645.41	655.09
	To start	621.38	621.38	630.70

TELETYPESETTER PERFORATING DEPARTMENT

T-1	TTS Perforator Operator			
	1 year's experience	878.09	878.09	891.26
	6 months' experience	814.63	814.63	826.85
	To start	719.42	719.42	730.21

Note: 1. "(was)" refers to July 21, 1987 to July 20, 1990 contract.
 2. Rates shown are as of July 21, 1997, July 21, 1998 and July 21, 1999.

(sgd.) Ted Allan

**LETTER OF INTENT # 9
 (Re Part-Time Employees' Vacation Credit)**

This will confirm our agreement that part-time employees who receive vacation pay as a percentage of earnings rather than specified days or weeks of paid vacation as provided under Article 10 of the current collective agreement will be granted, on request, vacation leave without pay to be taken outside of prime time and by mutual consent between the employee and his/her supervisor. The lengths of these unpaid leaves will be determined by using the same criteria which are applied to determine paid vacation entitlement under Article 10 except that part-time employees' length of continuous employment with the Publisher shall be based on 1456 or 1560 hours representing one year's service depending on the departmental work week for hours worked prior to July 21, 1992 and shall be based on 1820 or 1950 hours representing one year's service depending on the department work week for hours worked on or after July 21, 1992.

Should a part-time employee who is receiving vacation pay as a percentage of earnings become eligible for paid vacation leave as specified in Article 10, the employee's years of continuous service which were used to determine his/her unpaid vacation leave entitlement shall be included when calculating his/her paid vacation leave entitlement retroactive to July 21, 1984.

**LETTER OF INTENT # 10
(Re Exclusions)**

This is to confirm our agreement that:

[a] Should the following positions be filled during the time of this contract, the positions shall be deemed to be excluded from Guild jurisdiction and will be incorporated into Article 1 of the Collective Agreement at the next most convenient round of bargaining:

Reader Sales and Service Promotion Manager
Assistant Reader Sales and Service Director and his/her confidential secretary
Country Manager
Controller

[b] Should the Foreign Editor resume responsibility for supervision of staff during the term of this Agreement, the position of Foreign Editor shall be deemed to be a management position and, therefore, excluded from Guild jurisdiction. For the purposes of this Agreement supervision of staff shall include the responsibility to hire, fire and discipline. The exclusion of the Foreign Editor will coincide with the appointment of a staff person or persons as referred to above.

[c] The position of Magazine Editor (also called "Friday Magazine Editor") shall continue to be a Guild position and its incumbent at the signing of this agreement shall be an employee of the Publisher for purposes of this Agreement. Notwithstanding this section, however, it is agreed between the parties that the present incumbent in that position shall have 30 days' time from date of signing of this Agreement to join the Guild. If he/she shall choose to join the Guild, his/her liability for dues to the Guild shall commence 30 days after his/her signing an application for membership in The Newspaper Guild-CWA and no monies will be owing in respect of him/her to the Guild for any prior period.

**LETTER OF INTENT # 11
(Re Classifications of E10, C10, B6)**

This letter will confirm our agreement that no full-time employee on staff as at July 21, 1992, will be demoted into or allowed to transfer into the E-10, C-10 or B-6 classifications.

**LETTER OF INTENT # 12
(Re Transportation)**

The Company will continue its policy of providing transportation for those employees in the editorial department who are required to work outside of their regular span of hours and where alternate transportation is unavailable or deemed by the Publisher to be inadequate and/or unsafe.

**LETTER OF INTENT # 13
(Re Article 14.7)**

Article 14.7 of the Collective Agreement between the Ottawa Citizen and the Ottawa Newspaper Guild shall apply to regular full-time employees hired prior to July 21, 1990 who choose to work reduced hours. This Article shall also apply to the following employees:

Keri Sweetman
Debbie Walsh

Laura Robin
Cathy Pisani

Jennifer Hughes
Rosemary Isaacs

Sylvia Leitch

LETTER OF INTENT # 14
(Re Transfer to/from Pembroke)

It is agreed that Article 5.6 [Preferential Hiring, Transfers, Promotions] will also apply to any employee permanently transferred from Pembroke to Ottawa or vice versa.

LETTER OF INTENT # 15
(Re Musculoskeletal Injury)

The employer agrees to continue its existing practice of taking steps to reduce cumulative trauma disorder or **musculoskeletal** injuries sometimes referred to as repetitive strain injury or RSI.

LETTER OF INTENT # 16
(Re Guild Inclusions)

This will confirm our agreement reached during contract negotiations to move the following classifications from Article 6 to a Letter of Intent re “Inclusions”. All the positions are currently empty but should these positions be filled at a later date, the position(s) shall be deemed to be included under the Guild jurisdiction and will be incorporated back into Article 6 of the Collective Agreement at the next most convenient round of bargaining. This listing includes the name of the position and its current classification:

E-1	Chief Parliamentary Writer
E-1	Night City Editor
E-1	Deputy City Editor
E-1	National Bureau Chief
E-2	Assistant Living Editor
E-4	District Editor
E-5	Art Editor
E-6	TV Times Coordinator
E-11	Chief Office Person
M-1	Assistant Building Supervisor
B-1	Accounts Coordinator
C-1	Apartment Supervisor

LETTER OF INTENT # 17
(Re Evaluation Committee)

It is understood and agreed that:

(1) The mandate of the Joint Union/Management Evaluation Committee is to:

(a) Determine the number of bands, and the size of each band, based on the point values of the jobs. Jobs will subsequently be placed in the band based upon point values of the jobs. The size of the bands will be roughly equivalent. The size and number of bands will be set in such a way as to be cost-neutral to the Citizen. The parties may, on mutual agreement and on a “without prejudice” basis, place a job in a band inconsistent with its point value in order to address anomalies within the system.

Should the parties fail to agree on the number and size of bands, the matter will be referred to a compensation specialist, to be chosen by mutual agreement. Said compensation specialist shall mediate between the two parties to help determine the number of bands and the size of each band. The parties shall bear the cost of the compensation specialist equally. Should the parties fail to agree on the number and size of bands with the assistance of the compensation specialist, the number and size of bands will be referred to the next round of bargaining.

(b) Determine the point values for jobs which are created during the life of the Collective Agreement and existing jobs which are substantially changed during the life of the Collective Agreement. Jobs so evaluated shall be placed within the band agreed to between the parties by virtue of said evaluation. In the event of failure to agree at the level of the Joint Union/Management Evaluation Committee, the matter will be referred to the Vice-President, Human Resources and a representative of the Union, neither currently serving on the Joint Union/Management Evaluation Committee, to be mutually resolved. In the event of failure to agree at this second level, the matter will be resolved at arbitration.

Should, as a result of the job evaluation procedure, an employee be entitled to an increase in pay, said increase in pay will be implemented once the job evaluation is completed, unless mutually agreed otherwise. Should, as a result of the job evaluation procedure, an employee warrant a decrease in pay, said employee shall continue to receive his/her former wage, with any applicable percentage increases applied to his/her former position and shall be eligible for merit pay in his/her new position.

(2) The Joint Union/Management Evaluation Committee will be disbanded and neither party will be obligated to continue to participate in the evaluation process under section 1(b) should the parties fail to agree on the number and size of bands as outlined in section 1(a) within one year of ratification, or such other date as mutually agreed between the parties.

(3) The jobs of copy editor, C1 and C2 will be evaluated in accordance with the procedure outlined in section 1(b) above. Unless and until the aforementioned jobs have been placed within Article 6 - Schedule of Minimums by mutual agreement or by virtue of an **arbitral** award, the placement of these jobs within Article 6 during the 1997 round of bargaining shall be on a "without prejudice" basis.

LETTER OF INTENT # 18
Deferred Compensation Leave Plan (Sabbatical)

Part 1- Interpretation

1.1 Definitions In this Plan,

"Account" means the separate bank account established by the Company pursuant to section 3.2,

"Agreement" means the Deferred Compensation Leave Plan Agreement dated 23 December, 1992 between the Company and the Guild establishing the Plan,

"Application" of an Eligible Employee means the Eligible Employee's written application to participate in the Plan in the form attached hereto as Schedule "1",

"Commencement Date" of a participant means the date on which the Deferral Period of the Participant commences,

"Company" means The Ottawa Citizen,

"Deferral Period" of a Participant means, subject to Part 6, the period of time specified as such in the Participant's Application, extended pursuant to sections 4.4 and 4.5 as applicable, being of not more than 6 consecutive years' duration, during which receipt by the Participant of his Specified Percentage of salary or wages from the Company is deferred in accordance with this Plan,

"Deferred Capital Amount" of a Participant at a particular time means the total of all salary and wages previously deferred by the Participant pursuant to section 3.1,

“*Earned Income Amount*” of a Participant at a particular time in a year means the Participant’s share of income earned in the year on funds in the Account and on Qualified Investments in which such funds are invested, calculated pursuant to section 3.7 as if the year had then ended,

“*Eligible Employee*” at a particular time means an individual who, in accordance with the Constitution of The Newspaper Guild-CWA, is then a member in good standing of the Guild and who is then, and for the period of 12 consecutive months immediately preceding the particular time has been, employed by the Company. The Plan is not intended to provide benefits to participants on or after retirement,

“*Guild*” means the Ottawa Newspaper Guild,

“*Investment Fees*” for a period means the actual management fees paid by the Company in respect of the period to an arm’s length third party for the purpose of investing funds in the Account pursuant to section 3.2, to the extent reasonable as certified by the Guild,

“*Leave of Absence*” of a Participant means the period of a leave of absence from the Participant’s employment by the Company, specified as such in the Participant’s Application, being, at the Participant’s election, of either 6 consecutive months’ or 12 consecutive months’ duration, and commencing immediately after the Participant’s Deferral Period, in any event not exceeding 6 years after the commencement date,

“*Participant*” means an Eligible Employee whose Application has been approved by the Company, who has not withdrawn from the Plan, and whose Leave of Absence has not been completed,

“*Plan*” means this Deferred Compensation Leave Plan, as amended from time to time in accordance with its terms,

“*Qualified Investments*” means a) short-term debt instruments of or guaranteed by the Government of Canada or the government of a province or territory of Canada,
b) short-term paper or certificates of deposit of or guaranteed by Canadian chartered bank,
c) short-term guaranteed investment certificates issued by a trust company to which the Trust Companies Act (Canada) applies, and
d) such other high quality securities as the Guild approves by notice given to the Company,

“*Specified Percentage*” of a Participant means a percentage of the amount of salary or wages that the participant would normally receive in that year not to exceed 33 1/3% per year or such lesser percentage per year as is specified as such in the Participant’s Application, as amended from time to time by agreement between the Company and the Participant, and

“*Tax Act*” means the Income Tax Act (Canada).

1.2 Construction in this Plan, except as otherwise expressly provided or as the context otherwise requires, the following rules of construction will apply:

- a) accounting terms not otherwise defined have the meanings assigned to them, and calculations are to be made, in accordance with generally accepted Canadian accounting principles;
- b) a reference to currency means Canadian currency;
- c) a reference to an entity includes any entity that is a successor to such entity;
- d) persons are deemed not to be dealing “at arm’s length” with one another if they would not be dealing at arm’s length with one another for purposes of the Tax Act;

- e) words importing the masculine gender include the feminine or neuter, words in the singular include the plural, and vice versa;
- f) a reference to a year means a calendar year;
- g) a reference to a statute includes every regulation made pursuant thereto, all amendments to the statute or to any such regulation in force from time to time, and any statute that supplements or supersedes such statute or any such regulation.

Part 2 - Application

2.1 Application: An Eligible Employee who wishes to participate in the Plan must submit to the Company a completed Application therefore not less than 30 days before the proposed Commencement Date.

2.2 Approval in Order Received: Subject to section 2.3, the Company will approve Applications in the order that they are received by it pursuant to section 2.1.

2.3 Limitation - Concurrent Absences: An Application will not be approved if, on the assumption that the applicant and all Participants will take their Leaves of Absence as proposed (as the timing of all such Leaves of Absence has most recently been adjusted under this Plan), it would result in the overlap for any period of Leaves of Absence for the applicant and more than 9 Participants. For this purpose the Company will maintain, keep up to date and make available for inspection by Eligible Employees, Participants and the Guild a schedule of approved Leaves of Absence, as so adjusted.

2.4 Notice: Not less than 10 days before the Commencement Date proposed in each Application received by it pursuant to section 2.1, the Company will notify the Applicant and the Guild that the Application has been approved or has been denied and, if denied, the basis therefore under the Plan.

2.5 Participation Voluntary: No employee of the Company is required to participate in this Plan.

Part 3 - Funding

Funding for Leaves of Absence will be on the following terms:

3.1 Compensation Deferred: During each Participant's Deferral Period, the Company will, in addition to withholding amounts otherwise required by law to be withheld, withhold from the total salary and wages, calculated before tax and any such other amounts are deducted, that it would otherwise pay to the Participant from time to time in respect of services rendered by the Participant to the Company during his Deferral Period, the Participant's Specified Percentage thereof.

3.2 Investment of Deferred Compensation: The funds withheld by the Company in accordance with section 3.1 from each participant's salary or wages, together with income earned thereon from time to time (until paid out in accordance with this Plan), will be pooled with funds so withheld from time to time from other Participants and income thereon in a separate account established for the purpose by the Company with a Canadian chartered bank, and will be invested and reinvested by the Company in Qualified Investments.

3.3 Funds Not Mixed: The Company will deal with funds in the Account, Qualified Investments in which such funds are invested and income earned thereon only as provided in this Plan and, without limiting the generality of the foregoing, will not mix its own or any other funds with funds in the Account or use funds in the Account for its own or any other purposes.

3.4 Registered Ownership: All Qualified Investments from time to time held by the Company pursuant to this Plan will, unless the Guild approves by notice given to the Company, be registered in the name of the Company as trustee for the Participants.

3.5 Investment Fees: The Company will fully disclose to the Guild all material particulars of investment fees paid by the Company for the purpose of investing funds in the Account pursuant to section 3.2, and will be entitled to reimburse itself out of funds from time to time held in the Account for Investment Fees. The Company will bear all other expense of administering the Plan.

3.6 Annual Distribution of Income: By the end of each calendar year the Company will distribute to each person who was a Participant at the end of said calendar year that person's Earned Income Amount for that year, calculated as provided in section 3.7.

3.7 Earned Income Amount : A Participant's Earned Income Amount for a year is that proportion of

a) the amount by which

i) income earned and accrued by the Company in the year on funds in the Account and on Qualified Investments in which such funds are invested (without deducting Investment Fees) exceeds

ii) the total of the Investment Fees of the year and amounts distributed to Participants pursuant to subparagraph 4.2 b) i) and paragraphs 4.5 b), 6.1 b), 6.2 b) and 6.3 b) before the end of the year that

b) the total of all amounts withheld from the Participant before the end of the year pursuant to section 3.1 less amounts distributed to the Participant pursuant to paragraph 4.2 a), subparagraph 4.2 b) ii), or paragraph 4.5 a), 6.1 a), 6.2 a) or 6.3 a) before the end of the year is of

c) the total of all amounts withheld from Participants before the end of the year pursuant to section 3.1 less all amounts distributed to Participants pursuant to paragraph 4.2 a), subparagraph 4.2 b) ii), or paragraph 4.5 a), 6.1 a), 6.2 a) or 6.3 a) before the end of the year.

3.8 Entitlement to Payment: All amounts to which Participants are entitled pursuant to section 3.6 in respect of a year will become payable to them on the last day of the year, and until paid will be treated as liabilities of the Company.

3.9 Reporting to Participants: Within 30 days after the end of each year, the Company will report to each person who was a participant during the year as to the Participant's Deferred Compensation Amount at the end of the year (after the distribution required by section 3.6), the Investment Fees for the year, and each of items a) to c) specified in section 3.7.

Part 4 -Taking the Leave of Absence

The taking of a Leave of Absence will be governed by the following rules:

4.1 Timing of Leave: Each Participant will take his leave of absence immediately after his Deferral Period, in any event not exceeding 6 years after the Commencement Date.

4.2 Manner of Payment During Leave: Each Participant will, not less than 30 days before his Leave of Absence, by notice given to the Company elect to receive, subject to section 4.3,

a) his Deferred Capital Amount and Earned Income Amount at the end of his Deferral Period as a lump sum payment upon commencement of the Leave of Absence, or

b) i) his Earned Income Amount at the end of his Deferral Period as a lump sum payment upon commencement of the Leave of Absence, and

ii) a payment within 30 days after the end of each whole month that falls within the period that begins on the first day of the Leave of Absence and ends on the earlier of

- A) the last day of the Leave of Absence, and
- B) November 30th of the first calendar year that begins after his Deferral Period, equal to the total of
- C) the quotient obtained when his Deferred Capital Amount at the end of his Deferral Period is divided by the number of whole months that fall within that period, and
- D) the Participant's share of income earned in the month on funds in the Account, equal to his Earned Income Amount calculated pursuant to section 3.6 as if the year had ended on the last day of the month, and the Company will make payments to the Participant in accordance with his election.

4.3 Amounts Paid During Leave: The amounts paid to a Participant during his Leave of Absence will be net of any amounts deducted under section 5.1.

4.4 Limitation: Throughout his Leave of Absence a Participant will not receive any salary or wages from the Company, or from any other person or partnership with which the Company does not deal at arm's length, except as provided in this Plan.

4.5 Company's Right to Postpone Leave: If the Company is unable to obtain a suitable replacement for a Participant for the period of a Leave of Absence specified by the Participant, the Company, by notice given to the Guild and to the Participant not less than 6 months before his Leave of Absence, may, with the agreement of the Guild, postpone the Participant's Leave of Absence on one occasion only for a period of up to one year as specified in the notice, provided that commencement of the Participant's Leave of Absence will not thereby be postponed to a date later than 6 years after the Commencement Date. If a Participant's Leave of Absence is so postponed, the Participant may choose to remain in the Plan or may by notice given to the Company withdraw from the Plan, in which case the Participant will be considered to have thereupon withdrawn from the Plan, and the Company will within 30 days after notice is so given pay to the Participant in one lump sum payment the total of

- a) his Deferred Capital Amount, and
- b) his Earned Income Amount on the day notice is given.

4.6 Participant's Right to Postpone Leave: A Participant may on one occasion only, by notice given to the Company not less than six months before his Leave of Absence, postpone his Leave of Absence for up to one year, provided that commencement of the Participant's Leave of Absence will not thereby be postponed to a date later than 6 years after the Commencement Date.

4.7 Leave of Absence: Each Participant's Leave of Absence will immediately follow his Deferral Period.

4.8 Position on Return: The parties expressly agree that upon completion of a Participant's Leave of Absence the Participant will return to his employment with the Company in the same position and with all wage scales and benefits accumulated to the date of return, and thereafter will remain in the employ of the Company for a further period of not less than the period of the Leave of Absence.

4.9 Deemed Election: A Participant who fails to make an election required by section 4.2 will be deemed to have made an election under paragraph 4.2 a).

Part 5 - Fringe Benefits

The provision of fringe benefits to a Participant during his Leave of Absence will be as follows:

5.1 Payment: During a Participant's Leave of Absence, the Company will continue to fund the Participant's fringe benefits for which it is solely responsible, as in effect at the Commencement Date, and to pay its portion of the shared cost for other such fringe benefits, and the Participant will continue to pay his portion of the shared cost to the Company or, if funds remain payable by the Company to the

Participant during the Leave of Absence, and the parties agree, the Company will pay such cost on behalf of the Participant and deduct the funds so paid from the funds otherwise payable to the Participant during the Leave of Absence.

5.2 Sick Leave: Sick leave will not apply to a Participant during his Leave of Absence, but will apply on completion of his Leave of Absence.

5.3 Vacation Entitlement: Vacation entitlements accumulated by a Participant to his Commencement Date may be taken before or after his Leave of Absence.

Part 6 - Withdrawal

6.1 Upon Termination of Employment: If for any reason a Participant ceases to be employed by the Company, he will be considered to have thereupon withdrawn from the Plan, and within 30 days after such withdrawal the Company will pay to the Participant in one lump sum payment the total of

- a) his Deferred Capital Amount, and
- b) his Earned Income Amount on the date of withdrawal.

6.2 By Consent: In extenuating circumstances, such as undue hardship or financial hardship, when the Union and the Company agree that such action is warranted, a Participant may withdraw from the Plan upon giving written notice to the Company of his intention to do so not less than 6 months before the date on which the Participant's Leave of Absence is scheduled to commence. Under no circumstances may the Plan be used as a means of deferring income tax rather than to allow the employee to fund a Leave of Absence. Within 30 days after such withdrawal, the Company will pay to the Participant in one lump sum payment the total of

- a) his Deferred Capital Amount, and
- b) his Earned Income Amount on the date of withdrawal.

6.3 Upon Death: If a Participant dies, he will be considered to have thereupon withdrawn from the Plan, and the Company will within 30 days after receiving from the Participant's legal representatives notice of such death, pay to the Participant's estate in one lump sum amount the total of

- a) the Participant's Deferred Capital Amount, and
- b) the Participant's Earned Income Amount on the date of death, subject to the Company receiving necessary clearances and proofs lawfully required for such payment.

Part 7 - Temporary Suspension of Deferral Period

7.1 Notice to Suspend: A Participant may, on one occasion while he is participating in the Plan, by written notice given to the Company not less than 30 days before the proposed suspension stating that he wishes to suspend his Deferral Period for a period of not less than 6 months and not more than 12 months, in which case section 3.1 will not apply to the Participant during the period of suspension.

7.2 Reinstatement: If a Participant has given written notice in accordance with section 7.1, the Participant's participation in the Plan will be reinstated commencing on the first day of the month which immediately follows the period during which his participation has been suspended.

Part 8 - Administrative Provisions

8.1 Extensions: The Company may by notice given to affected Participants extend any time limit imposed on it by this Plan for the distribution of funds, except those imposed by sections 3.6 and 4.2, to the extent necessary as certified by the Guild to permit the liquidation of Qualified Investments.

8.2 Amendments: The Plan may be amended by unanimous written agreement made among the Company and all Participants, provided that no amendment to the Plan may be made that will adversely affect its status as a prescribed plan or arrangement as described in section 681 of the Regulations under the Tax Act.

8.3 Withholding: The Company will deduct from all amounts otherwise payable to any Participant pursuant to this Plan all amounts required by Law to be withheld and paid by the Company for or on behalf of the Participant.

8.4 Other Tax Compliance: The Company will comply with all other tax laws that apply to or in relation to the Plan including filing tax returns as and when required, making appropriate designations of income to Participants, and distributing to Participants tax information slip as and when required.

Part 9 - General Provisions

9.1 Notice: Any notice, communication, payment or demand required or permitted to be given or made hereunder will be sufficiently given or made for all purposes if delivered personally to the person to whom it is directed or if sent by ordinary first class mail within Canada, postage prepaid, addressed as follows:

- a) if to the Company, to The Ottawa Citizen 1101 Baxter Road Ottawa, Ontario K2C 3M4
- b) if to the Guild, to Ottawa Newspaper Guild, Unit 7B, Baxter Center, 1050 Baxter Road, Ottawa, Ontario, K2C 3P1
- c) if to a Participant, to the most recent address of the Participant as it appears in the records of the Company.

9.2 Deemed Receipt: Except as provided in section 9.3, a document sent by mail will be deemed to be received on the fourth business day after the day on which it is deposited in a regularly maintained receptacle for the deposit of mail in Canada addressed as provided in section 9.1

9.3 Mail Disruption: In the event of any disruption, strike or interruption in the Canadian postal service after mailing and before receipt or deemed receipt of a document, it will be deemed to have been received on the sixth business day following full resumption of the Canadian postal service.

9.4 Change of Address: The Company may change its address by giving written notice of such change to all Participants, and a Participant may change his address by giving written notice thereof to the Company.

9.5 Dispute Resolution: Any dispute in respect of the interpretation of this Plan will be submitted for determination by a single arbitrator appointed and acting pursuant to the Ontario Labour Relations Act.

9.6 Binding Effect: This Plan will be binding upon and enure to the benefit of the legal representatives of the Participants and the successors of the Company.

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