

COLLECTIVE AGREEMENT

between

154669 CANADA LTEE
DBA

DLR INTERNATIONAL

and

***THE OTTAWA NEWSPAPER GUILD
TNG CANADA / CWA***

LOCAL 30205

This Agreement is made and entered into this 16th day of April 2003, by and between 154669 Canada Ltee (DBA) *DLR International*, through its authorized representatives, (hereinafter referred to as the "Employer"), and *The Ottawa Newspaper Guild, TNG Canada/CWA Local 30205*, by its officers or by a committee duly authorized to act on its behalf, (hereinafter referred to as the "Guild").

ARTICLE 1 · RECOGNITION AND JURISDICTION

1.1 This Agreement covers all employees of DLR International wherever located, save and except the President.

1.2 The jurisdiction of the Union shall cover all work performed by the employees of the Employer, and all additional work which may be assigned to them by the Employer.

1.3 Without prejudice to Article 1.2 and because of the current staffing by the Employer, the Guild recognizes that the President may perform work that is the jurisdiction of the Guild. However, this is the only exception and does not constitute a transfer of jurisdiction from the Guild. This practice shall not continue if it would eliminate a Guild position.

1.4 The Employer recognizes the Guild as the sole collective bargaining agent for the employees of DLR International.

ARTICLE 2 · GUILD SECURITY

2.1 All employees shall become and remain members of the Guild in good standing as a condition of employment.

2.2 There shall be no interference or attempt to interfere with the operations of the Guild.

2.3 There shall be no dismissal except for just and reasonable cause.

ARTICLE 3 · INFORMATION

3.1 The Employer agrees to supply the Guild with the following information in writing on all employees upon their hire and on a yearly basis. (August 15th)

- a. Name, address, date of birth, social insurance number
- b. Date of hire or transfer
- c. Classification
- d. The salary rate based on experience, as provided for in this Agreement

3.2 The Employer shall notify the Guild in writing of any termination, resignation, retirements, deaths or leaves of absence.

ARTICLE 4 · DUES CHECKOFF

4.1 The Employer agrees to deduct from the employees pay each month, an amount equivalent to the regular monthly union dues, and such amount shall be based on the current formula of a percentage of gross pay, which includes commissions should there be any.

4.2 The Employer shall provide the Guild monthly with a statement of the amount of dues deducted and remitted to the Guild on behalf of each employee not later than the 10th day of the following calendar month.

ARTICLE 5 · PROBATIONARY EMPLOYEES

5.1 The probationary period for new employees shall be 90 calendar days from the date of hire. The Employer shall use this time to assess the suitability of the employee and to meet with and discuss the performance of that employee. The 90 day probationary period may be extended by mutual agreement should the Employer require more time to evaluate new hires.

ARTICLE 6 · SENIORITY

6.1 Seniority shall be defined as the length of continuous employment with the Employer since the last date of hire. Seniority shall become effective after the employee has successfully completed his probationary period and shall be computed back to the date of hire.

ARTICLE 7 · LAYOFF

7.1 The Guild recognizes the right of the Employer to lay off as a result of economic necessity.

7.2 Should a reduction in the workforce be required, the Employer shall give the employee(s) involved and the Guild four (4) weeks notice of such layoff. Employees shall be laid off in the reverse order of seniority in the classification involved. The laid off employee(s) shall be placed on a preferential hiring list for a period of one (1) year. When rehiring, the Employer shall hire from the preferential hiring list in the reverse order in which they were laid off. Notice of rehire shall be sent to the individual by registered mail to the last known address, a copy of which shall be given to the Guild. The said employee shall have one week to report to work or his recall rights shall be terminated.

7.3 A layoff does not constitute a break in continuous service for seniority purposes, however, time spent on the preferential hiring list shall not be used in the calculation of the laid off employees seniority should that employee be re-hired.

ARTICLE 8 · LEAVES OF ABSENCE

8.1 If an employee is elected or appointed to any position in TNG Canada/CWA or Local 30205 of TNG Canada/CWA, such employee upon his request shall be given a leave of absence without pay for the duration of their appointment or election. If an employee is elected or appointed to any position in any organization with which TNG Canada/CWA is affiliated, such employee upon his request shall be given a leave of absence without pay for the duration of their appointment or election. In any event, only (1) one employee may be on such extended leave at any time. The Guild will provide written notice to the Employer as soon as they become aware of circumstances that will require such a leave.

8.2 Personal leaves of absence shall be granted without pay for good and sufficient cause, providing such leave does not cause unreasonable disruption of the operation.

8.3 Leaves of absence will be granted to members to attend collective bargaining with the Employer. The Employer agrees that the employee(s) on the Guild bargaining committee shall not suffer any loss of pay while bargaining with the Employer.

8.4 Upon expiration of a leave of absence, an employee shall be reinstated in the same position or one comparable to the position held when the leave of absence began.

8.5 A leave of absence shall not be considered a break in continuous service for seniority purposes, however, time spent on a leave of absence shall not be used in the calculation of the employees seniority.

8.6 Employees shall be allowed to attend executive meetings of the Local or any other meeting called by the Local where the attendance of said employee is required. The Employer agrees to pay the employee for the time spent during working hours and the Union agrees to reimburse the Employer for that amount.

ARTICLE 9 · PART-TIME and TEMPORARY EMPLOYEES

9.1 A part-time employee is one that regularly works less than 75% of the work week as provided for in this Agreement.

9.2 A temporary employee is one that works on a special project or for a specified time, in either case, not to exceed (3) three months. The Guild shall be notified in writing as to the nature of such project and/or the anticipated length of temporary

employment.

9.3 A temporary employee hired as a regular full-time or part-time employee shall be credited with seniority for actual time worked since their most recent hire.

9.4 A part-time employee hired as a regular full-time employee shall be credited with seniority for actual time worked since the date of hire.

9.5 Additional hours of work shall first be offered to part-time employees on the basis of seniority, provided the employee has the ability to perform the required duties.

9.6 Part-time or temporary employees shall not be employed if they replace a full-time employee or position.

ARTICLE 10 · GRIEVANCE PROCEDURE

10.1 The Guild shall designate a committee of its own choosing to take up with the Employer or a duly authorized agent any matter arising from the application or interpretation of this Agreement or any matter affecting the relations of the Employer and the employee.

10.2 The Employer agrees to meet with the committee within five (5) days after written request for such meeting. Said request shall include an outline of the matter and the relief sought. Such meetings may be held on the employer's time. The Employer agrees to release without loss of pay a Guild representative to attend grievance meetings.

10.3 Any matter involving the interpretation, application, administration or alleged violation of the Agreement (except renewal of the Agreement), including any question as to whether a matter is arbitrable, not satisfactorily settled within thirty (30) days of its first consideration, may be submitted to final and binding arbitration by either party. If either party chooses to arbitrate a matter, it shall notify the second party of this decision in writing within thirty (30) days of the last meeting of the parties. Within ten (10) days of receipt of this notice, the parties shall select a mutually acceptable arbitrator. If the parties are unable to agree on the selection of an arbitrator within these ten (10) days, the Ministry of Labour shall be requested to appoint the arbitrator. The cost and/or expense of such arbitration shall be borne equally by the Employer and the Guild.

10.4 Any time limit mentioned under the Grievance Procedure shall exclude Saturdays, Sundays and Statutory Holidays and may be extended by mutual consent.

ARTICLE 11 · HOURS and OVERTIME

11.1 For the purpose of this article, "week" shall be defined as commencing at

12:01 a.m. Monday and ending at 11:59 p.m. the following Sunday.

11.2 The five day 37.5 hour work week shall obtain. The working day shall consist of 7.5 hours falling within 8.5 consecutive hours.

11.3 All work performed in excess of seven and one-half hours in any one day or five days in a week shall be compensated for at a rate of time and one-half. Such time shall be compensated for in time off and used by the employee at a future date mutually acceptable to the Employer and the employee.

11.4 Salespeople shall not be confined to the seven and one-half hour work day and are not entitled to overtime provisions.

11.5 All overtime worked must be approved by the Employer in advance of it being worked except in cases of emergency.

ARTICLE 12 · CLASSIFICATIONS and MINIMUMS

12.1 The following schedule of minimum salaries shall be in effect during the life of this Agreement and reflects a 2.5% increase each year, effective November 17, 2002.

12.2		Nov. 17/02 2.5%	Nov. 17/03 2.5%	Nov. 17/04 2.5%
Clerk /	1 year	\$9.90	\$10.15	\$10.40
Receptionist	3 months	9.05	9.28	9.51
	start	8.51	8.72	8.94
General	2 years	\$10.94	\$11.21	\$11.49
Labourer	1 year	9.94	10.19	10.45
	start	9.23	9.46	9.70
Press	2 years	\$12.34	\$12.65	\$12.97
Operator	1 year	11.14	11.42	11.71
Helper	start	10.51	10.77	11.04
Press	2 years	\$14.42	\$14.78	\$15.15
Operator	1 year	13.57	13.91	14.26
	start	12.72	13.04	13.37
Production	2 years	\$17.19	\$17.62	\$18.06
Co-ord/Inside	1 year	16.11	16.51	16.92

Sales	start	15.27	15.65	16.04
Commission Sales Rep		100% Commission		

Commission Sales Reps: Full commission sales reps can draw up to fifty per cent (50%) of their previous years earnings paid bi-weekly. If by the end of the year there is a negative balance, the sales rep concerned can either pay to the Employer the difference or start the new fiscal year in the negative, in which case the bi-weekly draw would be adjusted. Reasonable terms of repayment shall be agreed to by the parties. Any adjustment to the draw due to a negative balance shall be agreed to by the parties.

Should a full commission sales rep wish to take an advance on his earnings, three (3) weeks' notice is required. However, should the company be in a difficult financial situation at the time of paying the advances, the Employer reserves the right to delay advances until the company can permit paying advances.

12.3 Employees shall be paid bi-weekly on the Thursday.

12.4 Should the Employer choose to create a new classification, the Guild and the Employer shall meet to discuss the new classification and the wages to be paid. The resulting classification and wage rate shall be by mutual consent.

ARTICLE 13 · VACATIONS

13.1 Every employee shall be entitled to an annual vacation with pay in accordance with the following schedule:

After 1 year of service 2 weeks vacation
 After 3 years of service 3 weeks vacation
 After 7 years of service 4 weeks vacation

13.2 During the first 12 months of employment, employees shall be entitled to 1 day of vacation for each 30 days worked.

13.3 Employees leaving the employ of the Employer, voluntarily or otherwise, shall be entitled to vacation credit on a pro rata basis.

13.4 Vacations shall be selected in each classification according to seniority, provided that the number of employees off at any one time shall not affect the efficient operation of the department. Employees who have not selected vacation dates prior to March 15th of the vacation year shall lose their seniority in choosing vacation dates.

13.5 If an employee is unable to use all their vacation entitlement before the end of

the year, the remaining vacation can be carried over to the next year, however no more than one week can be carried over at any one time. Any unused vacation over and above the one week to be carried over shall be paid out in cash in lieu of time off.

13.6 Vacation selection shall not be unreasonably denied.

ARTICLE 14 · HOLIDAYS

14.1 The following holidays shall be granted to all employees with full pay: New Year's Day, Good Friday, Victoria Day, St-Jean Baptiste Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, the employee's birthday, plus any other holiday proclaimed by the Federal, Provincial or Municipal authority.

14.2 Employees required to work on the named Holidays shall be compensated at a rate of time and one-half plus a regular days pay.

ARTICLE 15 · BEREAVEMENT LEAVE

15.1 Bereavement Leave with up to 4 days pay shall be granted when an employee is required to be absent due to a death in the employee's immediate family. Immediate family is described as the following:

Mother, Father, Spouse (includes common-law relationships), child, brother, sister, mother-in-law, father-in-law, grandparents, grandchild, any relative permanently residing in the employee's residence or with whom the employee resides.

ARTICLE 16 · MISCELLANEOUS

16.1 The Employer shall provide a bulletin board for the exclusive use of the Guild.

16.2 The Employer agrees to keep its plant in a clean, healthful, sufficiently ventilated, properly heated and properly lighted condition at all times.

16.3 Whenever the masculine is used in this Agreement, it shall be deemed to include the feminine, and the singular shall include the plural whenever the context so requires.

16.4 The Employer recognizes the right of individual Union members to refuse, as a matter of conscience, to cross a legal picket line of any Union engaged in a legal strike or lockout.

16.5 The Employer agrees that the use of the Union Label shall be at the discretion of the Union. It is agreed that the Union Label is the exclusive property of the Union. If at any time there is no longer a Collective Agreement in place between the Employer and the Guild, the Employer must surrender any and all originals and copies of the Union Label and shall not be entitled to use the said Label. Use of the Union Label shall be in accordance with the bylaws set out by TNG Canada/CWA.

ARTICLE 17 · MEDICAL BENEFIT PLAN

17.1 The Employer and the Union agree to work together to investigate a possible Medical Benefit Plan to cover all employees in the unit. Said plan shall be 100% Employer paid.

ARTICLE 18 · SICK LEAVE

18.1 The Employer shall continue to provide sick leave with full pay up to 3 months for all employees other than probationary employees. Should an employee be on sick leave in excess of 3 working days, the Employer may, at its own cost, ask that the employee provide a certificate signed by a duly qualified practitioner establishing that the employee is incapable of working.

18.2 Commission Sales Reps shall continue to collect commission on all their accounts while on sick leave for a period of one month from the first day of sick leave. This includes work sold prior to the sick leave that is handled by someone else and new work that arrives from their customers while the employee is on sick leave. After one month on sick leave, commissions will be paid to the replacing sales rep servicing the account.

ARTICLE 19 · DURATION and RENEWAL

19.1 This Agreement shall be in effect for three (3) years, from November 18, 2002 and ending November 17, 2005.

**Ottawa Newspaper Guild
Local 30205, TNG Canada/CWA**

**DLR International
154669 Canada Ltee**
