

Pressmens

Agreement

January 1, 1992 to December 31, 1994

AGREEMENT

between

TORONTO STAR NEWSPAPERS LIMITED

and

GRAPHIC COMMUNICATIONS

INTERNATIONAL UNION

LOCAL N- 1

(Covering Pressmen and Paperhandlers)

Effective

January 1, 1992 to December 31, 1994

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(101) This Agreement is made and entered into by and between Toronto Star Newspapers Limited through its authorized representatives, the party of the first part or the Employer, and the Graphic Communications International Union Local N-1, subordinate to the G.C.I.U., by the committee duly authorized to act in its behalf, party of the second part or the Union. The Employer recognizes the Union as the Bargaining Agent of all Journeyperson and Apprentice Pressmen and Paperhandlers in the employ of Toronto Star Newspapers Limited. This Agreement shall inure to the benefit of, and be binding upon, the successor and assignee of the Employer and thereupon the Agreement shall cease to be binding upon the Employer signatory to this Agreement.

(102) WITNESSETH: That this Agreement and scale of prices shall be in effect from January 1, 1992 to December 31, 1994.

(103) The party of the first part agrees to employ in its pressroom and paperhandling operations members of the Graphic Communications International Union Local N-1, provided said Union furnishes enough competent and satisfactory persons at the scale of wages provided in this Agreement to enable the party of the first part to issue its publications promptly and regularly. The party of the second part agrees to furnish such persons. It is further provided that if at any time the Union fails for any reason to supply a sufficient number of competent and satisfactory persons, the party of the first part may employ any members of the Graphic Communications International Union that it can secure. It may advertise for persons in the name of the Graphic Communications International Union Local N-1, or it may employ any persons obtainable to meet emergencies, with the understanding that if such persons are employed they may be retained permanently at the option of the party of the first part if they are considered competent by the party of the first part and are accepted for membership by the Graphic Communications International Union Local N-1.

(104) In recognition of the establishment of a classification for Paperhandlers in this Agreement, the parties agree that Paperhandling operations may be distinguished from pressroom operations by historical practice. Working conditions as outlined in this Agreement shall be extended equally to Pressmen and Paperhandlers, except as noted.

It is understood that the changing and/or adjusting of wires of press conveyors shall be part of the work to be performed by Paperhandlers provided that this shall not preclude Mailers from performing this function when the work required is in the Mailing Room. It is agreed that press cleaning shall form part of the work of Paperhandlers, but this shall not preclude such function being performed by Journeyperson Pressmen or Apprentices.

(105) Pressmen's work shall include those duties performed during times of production or make-ready itemized as follows:

Operation and loading reelstands; changing and setting reels according to roll size; engaging and disengaging all printing units, folders and drag rollers; replacement of trolleys and slitters; cleaning, operation and adjustments on all inking systems (excluding separate storage tanks); installation of portable inking systems, operation and adjustments to folders, formers and press association preprint winders; leading of all webs from roll to folders or preprint winders; adjustment of all angle bars, trolleys, slitters, creasing bars and pipe rollers; operation and adjustment of all press controlled automatic

register controls; receiving and handling all plates; plating and replating and unplating of presses; cleaning and adjustment of ink rails; care and changing of all blankets and packaging; adjustments to impressions and clips; lubrication and cleaning of all presses and their component parts.

Notwithstanding the provisions of Clause (104) or Clause (108), the operation of any equipment designed to direct rolls of newsprint from the main track to the spur lines leading into the rollstands and the removal of wrappers from rolls when on the rollstand or on the spur line may be performed by Pressmen or Paperhandlers.

All press work pertaining to work performed in roto pressrooms will apply the same as in other pressrooms and will include all work performed in conjunction with the roto etched cylinders completed for proofing or on production, and the preparation and installation of doctor blades and impression rollers setting and operation on the press of press-controlled automatic register controls.

While other trades may perform such duties, it is recognized that they should do so only in the course of their examination or repair of pressroom equipment.

(106) The Employer agrees that in the event that if as a result of the introduction of single purpose computers the work assigned to Journeyperson Pressmen is reduced in a manner which affects the regular manning then it will discuss the problem with the Union and consult with them on ways of minimizing the impact and such impact shall be covered by the automation Clause. In order to minimize the impact the Employer agrees to work with the Union to retrain suitable Journeypersons to perform the work associated with a single purpose computer. A single purpose computer is defined herein as a computer which performs exclusively the work covered by the Pressmen's jurisdiction.

(107) If the Employer should introduce new equipment and/or new processes, and a dispute should arise between the Graphic Communications International Union Local N-1, and any other union which has a Collective Agreement with such Employer as to which union represents or should represent the employees or any of them assigned by the Employer and engaged in operating such new equipment and/or in performing the work pertaining to such new processes, the Graphic Communications International Union Local N-1 and the Employer agree and undertake as follows:

(1) Such dispute as aforesaid should be resolved in accordance with the laws of the province which prohibit any stoppage or other interruption of work during the life of an Agreement.

(2) The Graphic Communications International Union Local N-1 shall, in the first instance, seek to reach with the other union an agreement which shall also be satisfactory to the Employer.

(3) If such agreement is not reached within a reasonable period and, in any case, within three months of the receipt by either party of a written request therefore from the other party, the party receiving such request shall take the matter before the Ontario Labour Relations Board by way of an application for certification or of any other applicable and relevant proceeding under The Labour Relations Act for final and binding decision by the said Board in accordance with the exclusive powers conferred upon it by the said Act to decide questions of representation and bargaining units when such questions

arise in a proceeding before it.

(4) In accordance with the provisions of and the obligations imposed by the said Labour Relations Act, the Employer and Graphic Communications International Union Local N-1 shall bargain collectively for those employees, if any, determined by the Ontario Labour Relations Board to be represented by Graphic Communications International Union Local N-1.

(108) All time of Paperhandlers covered by this Agreement belongs to the office, and employees shall (temporarily or permanently) perform any duties which are assigned to them by the Foreman. Paperhandling under this Agreement does not preclude handling by truck drivers at the publishing plant or plants. All handling of newsprint and roto paper now being performed by Paperhandlers, whether manually or mechanized, shall continue under the jurisdiction of Graphic Communications International Union Local N-1. It is understood that clearing of waste from conveyors in the Mailing Room shall be performed by Mailing Room employees.

MANPOWER REQUIREMENTS

(201-A) 1 Yonge Street - Pressmen

Under no circumstances shall situation holders be replaced if absent for any reason except at the sole discretion of the Employer, and the assignment of persons shall be at the sole discretion of the Employer. However, the following minimums shall apply subject only to the Employer's rights on non-replacement for lates or no-shows specified below:

Manpower Requirement Including Pressmen-In-Charge for the Operation of Crabtree Vickers Viceroy Mark II Presses

1 - 2 operating reelstands plus up to 3 colour cylinders	4 persons
3 operating reelstands plus up to 3 colour cylinders	5 persons
4 operating reelstands plus up to 3 colour cylinders	7 persons
5 operating reelstands plus up to 3 colour cylinders	8 persons
6 - 7 operating reelstands plus up to 3 colour cylinders	9 persons
8 operating reelstands plus up to 3 colour cylinders	10 persons
9 operating reelstands plus any number of colour cylinders	11 persons
10 or more operating reelstands plus any number of colour cylinders	12 persons

In the event that more than 3 colour cylinders are to be used on any press involving the operation of up to and including 8 operating reelstands, the Employer agrees to assign one extra person per press. It is understood, however, that the maximum crew size under any and all circumstances when operating up to and including nine (9) reelstands is eleven (11) persons and when operating ten (10) or more reelstands the

maximum crew size shall not exceed twelve (12) person'

There shall be no additional manpower requirement for the printing of one (1) spot colour (in addition to black) for editorial purposes on Page 1. This includes the "red line", ear lugs, or any other use of colour. This shall in no way diminish the Employer's right to 3 additional colour cylinders per press without additional manpower requirements on the press.

The number of persons required in order to operate a press for the production of flyers, predates or advertising sections shall be determined in accordance with the manpower requirements set out herein.

Except as provided in the Supplemental Agreement forming part of the Main Agreement Re: Union's Obligation To Provide Straight Time Coverage For Pressmen and Paperhandlers At One Yonge Street, Toronto, the Union shall undertake to meet the above minimums (including any requirement for the printing of colour) at straight time except that in any instance where an employee's regular straight time hours exceed 44 hours in a pay week all hours worked beyond 44 shall be paid at the rate of time-and-one-half the appropriate regular straight time rate of pay.

Failure to report for work at the start of any shift by one or more Pressmen shall in no way prevent or delay the make-ready, scheduled start-up, or operation of the presses. It shall be at the sole discretion of the Foreman as to whether or not no-shows shall be replaced but if replacement is required, it is guaranteed by the Union and no additional cost shall accrue to the Employer.

A Pressman who reports late and who has not been replaced at the discretion of the Employer shall be retained for the balance of the shift if he/she reports to work within one hour of the scheduled start of the shift. A Pressman who reports to work later than one hour following the scheduled start of the shift may be retained for the balance of the shift or sent home at the sole discretion of the Foreman. In either event, a Pressman who reports late and who is not sent home shall only be paid for time actually worked and shall not be paid overtime without having worked the normal straight time hours of the shift unless the reason for lateness is deemed to be a reasonable reason by the Foreman.

If make-ready is to be performed by personnel other than those who form part of a running crew, the number of persons to be assigned to this kind of work shall be at the sole discretion of the Employer.

The Employer shall have the sole right to determine the number of situations required and if necessary to reduce the number of such situations upon ninety (90) days' notice subject to the terms of Article (1102), or by attrition, which for the purposes of this Agreement shall be defined as the non-replacement of situation holders who leave, quit, die, retire, go on Long Term Disability, voluntarily transfer, or who are discharged for cause.

However, the Employer agrees to make every reasonable effort to bring about staff reductions by means of attrition should the Employer determine that such staff reductions are possible solely as a result of changes in press manpower requirements described in this Agreement as compared with press manpower requirements described in the Agreement between the parties dated January 1, 1975 to December 31, 1976. This undertaking of the Employer shall in no way limit its rights to reduce staff subject to the terms of Article (1102)

by -on the economic requirements of the business, number of presses, circulation volume, the number of presses normally scheduled to meet the Employer's operating requirements, the introduction of methods of producing the newspaper other than those in effect as at the date of signing this Agreement such as collect running, or the introduction of new equipment.

Furthermore, it is understood and agreed that the Employer's undertaking with regard to staff reduction by attrition, as described herein, shall apply only to those employees named in Appendix "A".

(201-b) 1 Yonge Street

The Employer shall determine the number of Paperhandlers required and the manner in which they shall be assigned and it shall be at the sole discretion of the Employer as to whether or not a Paperhandler who is absent shall be replaced..

(202) If during the life of this Agreement, presses of sizes or types of press associated winders or scanners not covered by it should be installed, the manning of such presses shall be determined, if possible, prior to operation by negotiation or arbitration. However, to avoid a possible delay in production on the newly installed equipment, the Union agrees to operate presses with the manpower requirements suggested by the Employer, as a temporary measure until permanent manpower requirements can be established. While such presses are being operated under this provision with the manpower requirements suggested by the Employer, the Employer is not in a position to effectuate a layoff of more than a number agreed upon between the Union and the Employer prior to the establishment of permanent manpower requirements by negotiation or arbitration.

This does not preclude the Employer from installing and/or operating new equipment and/or new processes in a manner determined by him/her, but neither does such permission establish a precedent or prejudice the Union's position should arbitration be necessary to determine a final decision.

(203) It is agreed that this Agreement shall be on the basis of seven days or nights per week. No Journeyperson shall be required or permitted to work more than five days or nights in any one week; but if no substitute or Journeyperson employed by other offices is available to work: at straight time, Journeypersons employed in the office concerned shall work extra shifts at straight time or as outlined below. It is understood and agreed that the Union shall fill the regular situations of the office and provide extras to fill office requirements at straight time except that time-and-one-half shall be paid to a regular situation holder or Apprentice in the office concerned who is required to work on his/her day off to cover manpower requirements in excess of those specified in Clause (201). If a situation holder or Apprentice works two such shifts contiguously, the second such shift shall be paid at double the regular straight time rate of pay.

The Employer agrees to pay time-and-one-half rates to a priority substitute on his/her sixth shift when he/she has worked five shifts in one plant in the same pay week for the office subject to the Union's obligation to provide straight time coverage as specified elsewhere in this Agreement.

(204) The Union may require a regular Journeyperson to give up a regular working shift to a substitute under the following conditions: (a) when the regular Journeyperson has worked overtime in the preceding eight weeks equal to his/her regular working shift and (b) provided that the substitute has

not received from any of his/her employment at the trade in Toronto during the preceding eight-week period an amount of pay equal to 40 shifts at day rates and (c) provided that the Union notifies the Foreman before the end of the preceding day shift.

FOREMAN

(301) All work in the pressroom which pertains to the Pressmen's trade or paperhandling shall be under the direction of the Superintendent, the Assistant Superintendent, the Foreman, or the Assistant Foremen, who are recognized as being representatives of the Employer, to be known hereinafter as the Foreman.

Nothing shall preclude the Foreman from performing any function which may be required in the operation of the pressrooms of the Employer.

(302) The Foreman may call his/her force to work at different hours on the same shift. In operating the five-day week the Foreman shall, as far as possible, put into effect the progressive day-off system, or the rotation of days-off among the staff.

(303) All time covered by this Agreement belongs to the office and employees shall (temporarily or permanently) perform any duties pertaining to work in the pressroom assigned to them by the Foreman, provided such work appertains to the operation of the presses and is done in the pressroom.

(304) The Foreman has the right to transfer persons from one press to another during any shift, no extra compensation shall be paid to persons who work on more than one press during any regular shift.

(305) No persons shall be allowed to leave the office during working hours or to beg-off except with permission of the Foreman. Permission to beg-off shall not be unreasonably withheld.

(306) The wages of the Foreman and Assistant Foremen, who shall all be members of the Union, shall be fixed by negotiations between the Employer and the individual, but shall be in excess of the Journeyperson's scale. It is agreed that the Foreman or Acting Foreman will be exempt from the five-day Clause.

(307) Nothing shall preclude the Employer from giving instructions directly to members of the Union in the event of the absence or unavailability of the Foreman.

(308) The Foreman of the Pressroom shall be the judge of a person's competency as a worker and his/her general fitness to work in the office. He/she shall select and employ all help, and supervise and control all employees in the Pressroom and discipline and discharge for cause that he/she deems sufficient. The Employer agrees that no employee shall be discharged except for just and sufficient cause or to reduce staff and that no employee shall be disciplined except for just and sufficient cause. Upon demand, the Foreman shall immediately give the reason for discharge in writing and the Employer recognizes that an employee who is disciplined or discharged may grieve in respect thereof. An employee is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with Management of the Employer's reasons for considering such action. The Employer shall, prior to imposing discipline or discharge, advise the employee of his/her right to

be accompanied by a Union representative who shall be summoned without undue delay and without further discussion of the matter, provided that the Union representative is readily available. Notwithstanding the foregoing, in the event that a Union representative is not readily available and the Employer contemplates the discharge of the employee in question, the Employer shall be entitled to suspend the employee without pay pending the completion of any investigation and the availability of a Union representative.

(309) The Union shall not discipline the Foreman for carrying out the instructions of the Publisher or his/her representative as authorized by this Agreement and scale. Employees may protest against Foreman's action, but if Foreman, after careful consideration, decides his/her action warranted by the Agreement, he/she need not change conditions unless directed to do so by the Publisher or by decision of the joint standing committee. If any employee has a complaint against the Foreman (or the discharge of a person is contested by an individual or by the Union) and differences cannot be adjusted by conciliation between authorized representatives of the Union and the Publisher, the matter shall be referred to the local joint standing committee as provided herein.

(310) Except as provided in Clause (307), all members shall be under the sole direction of the Foreman or Acting Foreman of the pressroom and shall not be subject to the dictation or orders of any other person. No Foreman or Acting Foreman shall delegate his/her powers to hire or discharge or discipline any member. The authority of the Foreman or Acting Foreman shall be respected and all employees of the pressroom shall co-operate with him/her to the end that the publication be produced properly, expeditiously and economically.

(311) The Foreman shall select all help, giving full consideration to any candidates that may be introduced by the Union, including Apprentices who had become excessive to the ratio at another daily newspaper in Toronto.

WAGES

(401) Journeyperson Pressmen shall be paid as follows: -

Effective January 1, 1992

Day Shift (35 hours)	\$ 985.33 per week
Night Shift (33 3/4 hours)	\$1027.33 per week
Lobster Shift (31 1/4 hours)	\$1030.33 per week

Effective January 1, 1993

Day Shift (35 hours)	\$1005.04 per week
Night Shift (33 3/4 hours)	\$1047.04 per week
Lobster Shift (31 1/4 hours)	\$1050.04 per week

Effective January 1, 1994

Day Shift (35 hours)	\$1035.19 per week
Night Shift (33 3/4 hours)	\$1077.19 per week
Lobster Shift (31 1/4 hours)	\$1080.19 per week

(402) Journeyperson Paperhandlers shall be paid as follows:

Effective January 1, 1992

Day Shift (35 hours)	\$842.37 per week
Night Shift (35 hours)	\$884.37 per week
Lobster Shift (32 1/2 hours)	\$887.37 per week

Effective January 1, 1993

Day Shift (35 hours)	\$859.22 per week
Night Shift (35 hours)	\$901.22 per week
Lobster Shift (32 1/2 hours)	\$904.22 per week

Effective January 1, 1994

Day Shift (35 hours)	\$885.00 per week
Night Shift (35 hours)	\$927.00 per week
Lobster Shift (32 1/2 hours)	\$930.00 per week

(403) Within thirty (30) days of the publication of the December 1993 Consumer Price Index for Toronto by Statistics Canada, the Employer will pay to each regular situation holder actively employed as at January 1, 1994, a lump sum of \$500.00 for each full 1% increase or major fraction thereof in the Toronto Consumer Price Index as at December 1993 as compared to December 1992 in excess of 3% to a maximum of \$1,500.00.

Regular situation holders with less than one year continuous service from January 1, 1993 to December 31, 1993 shall be entitled to the above lump sum on a proportionate basis based upon the proportion of the year (January 1, 1993 to December 31, 1993) actually worked. For example, an employee with continuous service of 26 weeks during that period would be entitled to \$250.00 if the C.P.I. increase was in excess of 3.5% but less than or equal to 4.5%.

Priority Substitutes shall be entitled to such lump sum on a proportionate basis based on the average number of shifts actually worked each week from January 1, 1993 to December 31, 1993 as compared to a regular situation holder assigned to the day shift and shall be subject to the proportioning for service indicated above. Proportioning for service shall be applied after proportioning for shifts worked.

(404) The person in charge of a press crew shall be paid 10% over the prevailing shift rate; assuming that this bonus stays with the job and is not considered part of the person's salary for vacation or other purposes.

(405) The colour person on a press crew shall be paid 5% over the prevailing shift rate; assuming that this bonus stays with the job and is not considered part of the person's salary for vacation or other purposes.

(406) Wages shall be paid weekly in cash or by cheque or by bank deposit or by any other mutually agreed method.

(407) The Employer agrees to establish a job differential rate of 10% above the Journeyperson rate for a Paperhandler Lead Hand and 5% above the Journeyperson rate for an Assistant Lead Hand. A Paperhandler assigned to training of other employees with respect to conveyor wires or tow motors shall be paid a job differential equal to 10% of the basic Paperhandler day shift rate for those hours during which he/she actually

presses this function.

These percentages will be treated as job differentials and such differentials will stay with the job and will not be considered part of the persons salary for vacation or any other purposes.

When the Lead Hand or Assistant Lead Hand are absent and a Journeyperson is required to cover, such Journeyperson shall be paid the 5% job differential.

(408) Designated inkpersons at the Roto plant and One Yonge Street plant will receive a premium of 15% above the Journeyperson Paperhandler day rate. This premium stays with the job and is not considered part of the person's salary for vacation or other purposes.

HOURS AND OVERTIME

(501) 1 Yonge Street Plant

Not less than seven consecutive hours between 6:00 a.m. and 6:00 p.m. for Pressmen and Paperhandlers excluding a thirty (30) minute lunch period shall constitute a day's work. Five days, thirty-five hours shall constitute a week's work.

For Pressmen, not less than six and three-quarter consecutive hours between 6:00 p.m. and 6:00 a.m. on morning newspapers, and between 6:00 pm. and 6:00 a.m. on evening newspapers, excluding a lunch period, shall constitute a night's work. Five nights, thirty-three and three-quarter hours shall constitute a week's work. For Paperhandlers, not less than seven consecutive hours between 6:00 p.m. and 6:00 a.m., exclusive of thirty (30) minutes for lunch, shall constitute a night's work and five nights, thirty-five (35) hours shall constitute a week's work.

For Pressmen, not less than six and one-quarter hours, excluding a lunch period, shall constitute the lobster shift. Five lobster shifts, thirty-one and one-quarter hours shall constitute a week's work. For Paperhandlers, not less than six and one-half (6 1/2) consecutive hours, exclusive of thirty (30) minutes for lunch, shall constitute the lobster shift and five lobster shifts, thirty-two and one-half (32 1/2) hours shall constitute a week's work.

A lobster shift is defined as a shift, the straight time hours of which start in the day shift and end in the night shift, or start in the night shift and end in the day shift.

(502) A stated hour for reporting for work (not necessarily the same for each day) shall be given to each Journeyperson and Apprentice, and such schedule of starting hours shall continue for at least five shifts. This Clause is not to conflict with Clause (501).

(503) An employee shall be entitled to an unpaid lunch period at a time designated by the Employer; which shall commence within not less than two and one-half hours nor more than five of his/her posted starting time and shall be posted before the start of the shift. The stated lunch period may be delayed not more than 15 minutes without penalty as a result of mechanical breakdown or production deadlines, provided 15 minutes' notice is given of any intent to delay the stated lunch period. Due to the necessity of maintaining production continuity, the lunch period may be paid for at the overtime rate in lieu of a lunch period. If the lunch period is worked through and paid for, the Employer will make every

effort to provide within the shift, a continuous thirty-minute lunch period as close to the designated time as possible or take the option of paying one-half hour's overtime. When the stated lunch period is worked through on production, any remaining period of time in the lunch period will belong to the employee. Night shift employees when performing make-ready will have the option of taking a thirty-minute lunch period at a time agreeable to the press crew. Day shift employees when performing post-shift make-ready work will take a lunch period at the conclusion of the regular shift or at the conclusion of press production of the last regular edition, whichever comes later. In all other circumstances of post-shift overtime, a lunch period of thirty minutes or pay in lieu thereof will be allowed in the event of post-shift overtime of 60 minutes or more of time actually worked after the conclusion of the scheduled shift, excluding all pre-shift and all lunch period overtime.

In order that the Roto press(es) may be operated continuously (that is to say, running through the lunch period on any shift) Journeypersons and Apprentices on the press(es) will alternate their lunch periods and such lunch time shall be paid for by the Publisher. This arrangement may not be cited in discussions relating to the manning of the press(es). Paid lunch periods shall be included as time actually worked in computing overtime but excluded from the calculation of overtime worked up to 2 1/2 hours.

Alternating paid lunch periods shall be included as time actually worked in computing overtime, but excluded from calculation of overtime worked up to 2 1/2 hours.

(504) All time required and authorized by the Employer in excess of the unit of hours constituting a working shift or a workweek shall be considered overtime. The Employer shall compensate for all authorized overtime worked in quarter-hour units.

(505) Where a person has completed a day's or night's work, has left the office and is called back to work in the same office on the same day or night, respectively, he/she shall be given a day's or night's pay for half a shift or less. If work is continued after the half-shift, he/she shall be paid the appropriate rates associated with the preceding shift worked, as set out in the schedule in Section (506) for the first 2 1/2 hours or less and for work which continues after 2 1/2 hours until the work is completed.

(506) Except as provided elsewhere in this Agreement, the following schedule sets forth the rates of pay for overtime, recognized holidays, and Sunday work pursuant to the conditions noted.

	Rates for the shift	Rates for 2 1/2 hours or less	Overtime After 2 1/2 hours
(Multiples of regular straight-time hourly rates)			
An ordinary day	1	1 1/2	2
A recognized holiday	3	3 1/2	4
A "Sunday"	2	2 1/2	3
For a sixth shift or on his/her regular day off for office requirements:			
An ordinary day	1 1/2	2	2 1/2
A recognized holiday	3 1/2	4	4 1/2
A "Sunday"	2 1/2	3	3 1/2
A second, contiguous shift as defined in Article 203	2		

NOTE: Except, as may be provided elsewhere in this Agreement, in The Star comic and roto operations the rate for post-shift overtime before 12:00 midnight Saturday will be based upon the rate for an ordinary day and post-shift overtime after 12:00 midnight Saturday will be based upon a "Sunday". Post-shift overtime on the Sunday shift after 12:00 midnight Sunday will be based upon an ordinary day.

RECOGNIZED HOLIDAYS

(601) Except as provided elsewhere in this Agreement, work performed within the 24 hours of a Sunday shall be paid at double the rates provided in (401) and (402).

(602) Work done on the following recognized holidays shall be paid at double time in addition to a day's pay for the holiday: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day, Notwithstanding any rates specified in Article (506), a non-priority substitute working a recognized holiday shall be paid double time and one-half for the shift, with overtime at triple time for the first 2 1/2 hours and triple time and one-half thereafter. When any of the above holidays falls on a Sunday, it shall be observed on the day designated as the holiday. It is understood double time rates shall not apply to Sunday work for night and lobster workers on morning newspapers. The Employer agrees to add one (1) additional floating recognized holiday commencing in 1974 (the employee's birthday).

If an employee's birthday holiday, as provided above, occurs on another designated recognized holiday, an additional day's pay at the straight time pay rate will be paid in the same pay week.

(603) For day shift employees, the holiday shifts shall be those starting within the 24 hour period of the recognized holiday. For night shift employees the holiday shifts shall be those starting between 6:00 p.m. of the day before and 6:00 p.m. of the recognized holiday. It is understood that any work performed during the 24 hour period of the recognized holiday but not constituting a designated recognized holiday shift shall

be paid for at the recognized holiday rate of pay. Regular employees working one day in the pay week in which there is a recognized holiday on which they are not required to work, will be paid for the holiday. It is understood that payment will be at the night scale to persons rotating on three shifts. Priority substitutes who work three shifts during the week in which a recognized holiday falls will receive a day's pay for the recognized holiday if they are not required to work. Employees whose regular time off falls on a holiday or whose vacation time includes a holiday shall receive one day's pay at straight time.

(604) Substitutes employed the working day preceding or the working day following each of the recognized holidays will receive an additional one-quarter day's pay for each shift so worked in recognition of the recognized holiday, provided no other recognized holiday pay for the same holiday is received by the substitute under the existing Agreement.

APPRENTICE PRESSMEN

(701) Each office may have one Apprentice to every ten Journeypersons or fraction thereof regularly employed and the maximum number of Apprentices shall be fifteen to any one office. It is agreed that no new Apprentices shall be indentured during the life of this Agreement except 'by mutual consent.

Apprentices shall be paid at the following percentages of the Journeyperson scale:

1st six months	50%
2nd six months	55%
3rd six months	60%
4th six months	65%
5th six months	70%
6th six months	75%
7th six months	80%
8th six months	85%
5th year.....	90% moratorium.

When Apprentice vacancies are filled by a Journeyperson Paperhandler, the starting rate for such an Apprentice will be 60% of the Journeyperson Pressman rate.

Apprentice Pressmen shall serve an apprenticeship of four (4) years.

It is understood and agreed that if new Apprentice Pressmen are to be indentured as provided in this Clause, unemployed Apprentices who have become excessive to the ratio at other Toronto Web pressrooms under the jurisdiction of Local N-1 shall be given first consideration. Consideration will also be given to Paperhandler and Mailer candidates.

Selection shall be made on the recommendation of the Joint Apprenticeship Committee, as provided for in Section (706) of the Agreement.

(702) All Apprentices shall become Apprentice members of the 'Union after serving six (6) months provided that the Union and Foreman consider that they may become competent Journeypersons.

(703) It is mutually agreed that Apprentices shall be carried as moratorium Apprentices at the 90 per cent rate for one year after completing their apprenticeship if no Journeyperson

vacancy is available and shall then be subject to the Employer's selection of continuing or discontinuing their moratorium classification.

When an Apprentice has finished his/her time and no Journeyman vacancy is available, his/her name shall be placed last on the priority list and he/she shall hold priority as of that date for claims to regular Journeyman situations.

(704) No Apprentice shall leave one office and enter the service of another employer without the written consent of his/her first employer and the President of the Union.

(705) The Union agrees to do all in its power to supply efficient and competent Journeymen upon the demand of the Employer, but should there be no member of the Local or International Union available to meet such demand, the Union shall, by mutual agreement, advance the senior Apprentice in the office concerned, to the status of Journeyman. Immediately after his/her advance the Employer shall be permitted to hire another Apprentice to take his/her place. To meet a temporary demand, the Union shall advance the senior Apprentice in the office concerned.

(706) A Joint Apprenticeship Committee shall be formed composed of two representatives of the Employer and two representatives of the Graphic Communications International Union Local N-1. This committee shall have full power and authority to deal with all aspects of apprenticeship training, education, advancement and discipline (not covered elsewhere in this Agreement) for those Apprentices employed by the Employer.

Apprentices may be required on their own time to take and successfully complete courses which have been designated by the Joint Apprenticeship Committee as a condition of continued employment.

APPRENTICE PAPERHANDLERS

(707) Apprentice Paperhandlers shall be selected by the Publisher. They shall make application to the Union and if admitted by vote of the Union shall be eligible for apprenticeship.

(708) After serving an apprenticeship of three years, an Apprentice shall become a Paperhandler; provided his/her competency and good character shall be certified to by the pressroom Foreman.

(709) Apprentices may be employed in the ratio of one Apprentice to each four Journeymen or fraction thereof.

(710) Apprentices shall be paid at the following percentages of the Journeyman scale:

First six months of first year	60%
Second six months of first year	65%
First six months of second year.....	70%
Second six months of second year	75%
First six months of third year	80%
Second six months of third year	90%

(711) When an Apprentice has completed his/her required three years' apprenticeship he/she will continue to be employed as an Apprentice at the 90 per cent rate until a vacancy for a Journeyman occurs or any other opportunity of employment is afforded at his/her trade. For such an

Apprentice, his/her priority in the office for the next regular position shall date from the completion of his/her time. No other Apprentice shall be started until the first Apprentice is absorbed as provided above.

MISCELLANEOUS

(801) A monthly chapel meeting of 15 minutes shall be allowed at a time suitable to the Foreman in consultation with the Chapel Chairman. In offices where three shifts overlap, one 15-minute chapel meeting each month shall be allowed during the working hours of 2 of the 3 shifts at a time suitable to the Foreman in consultation with the Chapel Chairman. In offices composed of shifts which do not overlap, two 15 minute periods shall be allowed for conducting monthly chapel meetings under the same conditions.

(802) It is agreed that fruitless controversies must be avoided and every effort made to maintain good feeling and harmonious relations. To accomplish this, both parties will in every instance give prompt attention to disputes and will in good faith endeavour to settle all differences by conciliation. Under all circumstances business shall be continued in accordance with the contentions of the party of the first part in a regular and orderly manner, without interference or interruption. Under this Clause a contention shall not be set up to reduce the size of crews as stipulated in the Agreement.

(803) The Employer agrees that employees covered by this Agreement will not be asked to execute struck work temporarily transferred from any employer whose employees are members of the G.C.I.U. and engaged in a legal strike which has been sanctioned by the G.C.I.U. This does not preclude the execution of work normally done by the employees under this Collective Agreement which is destined to another Employer at which a legal strike by or a lockout of a local of the G.C.I.U. is in progress.

(804) In the event of a decrease in the force of any pressroom, such decrease shall be effected by discharging first the person or persons last employed as a Pressman or Paperhandler, as the case may be, and should there be an increase in the force within 90 days of any decrease, the person or persons discharged by reason of the decrease shall be reinstated in the reverse order in which they were so discharged before other help may be employed.

(805) In pressrooms operating more than one shift the oldest priority employee shall have the option of acceptance or refusal of the first regular day situation. In the event of refusal of the day situation by the employee, he/she still retains his/her priority for the next regular day situation.

Journeyman Pressmen holding regular situations in the Employer's press room at One Yonge Street, Toronto shall not be transferred from days to nights except under the following conditions:

- (a) The Employer elects to reduce the number of presses being operated on a regular basis on the day shift when at the same time the Employer elects to increase the number of press shifts to be worked on a regular basis on the night side. Under these circumstances the maximum number of Pressmen who may be transferred from days to nights shall not exceed eleven (11) regular situation holders for each press shift added to the night side on a regular basis. A press shift is defined as a shift on which a press is used for production purposes. If two presses

are used on that shift this represents two press shifts etc.

- (b) The Employer elects to reduce the number of regular situations on the day shift but does not require additional regular situations on the night shift. Under these circumstances the Employer will carry out a staff reduction in accordance with the terms of the Collective Agreement in order to reduce the total number of situations by the number of surplus day shift situations. Day shift situation holders with the least priority will be transferred to the night shift in sufficient numbers to replace night shift employees whose employment is terminated as a result of the reduction.
- (c) The Employer agrees that transfers from shift to shift shall not be made on a sporadic short term basis or for the purpose of short term experimental exercises, but shall only be made on the basis that the Employer expects to continue the new method of operation for some considerable period of time.
- (d) Transfers from shift to shift shall only be made upon 45 (forty-five) calendar days' notice in writing to the individual and to the Union and this notice provision shall also apply to Journeyperson Paperhandler situation holders at One Yonge Street, Toronto.
- (e) In the event of the retirement, resignation, death, discharge or termination of employment by any other attrition method, of a day shift regular situation holder, the Employer shall have the right to assign his/her replacement to the shift it deems appropriate. If the Employer elects to cover the situation on the day shift it will be offered to employees in order of priority and the replacement situation holder will be assigned to the night shift or to that shift on which an opening remains following completion of priority shift claiming procedures.
- (f) A day side situation holder who is transferred to nights after his/her vacation schedule has been approved shall not have his/her vacation changed in that year as a result of the transfer.
- (g) Any shift to shift transfers not specifically referred to elsewhere in this Article shall be implemented on the basis of priority shift claiming procedures.

(806) Priority shall be maintained in the operation of the pressroom including the sub line and in filling positions from it, so far as is consistent with the Foreman's right to select and employ competent help. In the event of the refusal of a situation by a substitute he/she will drop to the bottom of the sub line.

(807) It is the desire and intention of both parties to operate the equipment in such a manner as to safeguard the employees and the equipment. Whenever repairs have been carried out between the last operation of a press and its scheduled resumption of operation, reasonable precaution will be taken to ensure that the press is in such state and condition that it can be safely operated by the press crew assigned to it. When during a shift work on a press or work which may affect the operation of a press is being carried out, the person in charge of the press crew on such press will be so informed.

The Employer agrees to provide a mandatory annual hearing test through its Health Centre facilities for all pressroom staff,

The Employer agrees that when safety equipment or safety clothing is required to be worn by employees, it will maintain its current policy with respect to payment of such clothing or equipment, which provides that it will pay 100% of the cost thereof to the maximum amounts set out therein (e.g. the maximum payable by the Employer to cover the cost of safety shoes/hoots shall not exceed \$65.00 (effective July 1, 1992 \$75.00 and effective January 1, 1994 \$85.00)).

The Employer, Union and employees recognize that they share the responsibility of ensuring that the workplace environment is healthy and safe and that that can only be achieved through mutual respect and cooperation. The Occupational Health and Safety Act of Ontario ("OHS A"), or successor legislation, sets out the rights, responsibilities and obligations of the workplace parties in this regard and the Employer, Union and employees agree that they shall be bound by OHS A in all respects.

The existing safety devices and practices of the Employer for the purpose of protecting employees from injury, accident and unhealthful conditions of work during their working hours shall be continued subject to such improvements or changes as the Employer may from time to time determine to be advisable. The parties recognize that each employee has the right and obligation to report unsafe conditions and practices to his/her immediate Supervisor or to a member of the Safety Committee. The Employer, the Union and employees jointly share the responsibility for ensuring that employees practice safe work habits.

The Union shall appoint a safety representative and alternates on each shift. It shall be the responsibility of safety representatives to bring to the attention of those concerned any equipment, procedures or practices which create a safety hazard.

The Union shall appoint a representative and an alternate to be a member of the Joint Production Safety Committee which shall consist of worker representatives from each of the Production Departments and an equal number of Employer representatives which shall be the Safety Committee for purposes of the Ontario Occupational Health and Safety Act and which shall meet at least every two months or more often as may be decided by the parties to deal with any new or outstanding items of safety. Minutes of meetings will be distributed to each committee member and to each designated safety representative. It shall be the responsibility of the Union to advise the Employer of the names of its Safety Committee representative, its safety representative and of the names of their alternates and to ensure that the Employer is advised in writing of any changes.

(808) The Employer and the Union agree to co-operate in the maintenance of sanitary conditions in the pressroom, its washroom and lunchroom. The Employer will keep prominently posted arrangements in effect for prompt medical attention in emergencies during working hours.

(809) Leaves of absence without pay of up to three (3) months' duration (excepting any pregnancy or parental leaves of absence taken in accordance with this Clause (809) and the Employment Standards Act), may be granted by the Union to employees upon request in writing provided that at least two (2) calendar weeks' notice be given, provided that no more than three (3) members are on leaves of absence at one time, and provided no additional cost accrues to the Employer as

the result of such leaves of absence. Copies of any requests for leaves of absence shall be forwarded to the Employer within one (1) week of their receipt by the Union, and the Employer will be advised in writing by the Union of any leaves of absence granted by the Union under the terms of this Clause and in advance of said leaves of absence.

A female regular situation holder, priority substitute or apprentice shall be entitled to pregnancy leave and parental leave in accordance with the Employment Standards Act, except that such leaves in combination may be for up to fifty-two (52) weeks in total. The regular situation holder, priority substitute or apprentice shall provide the Employer with satisfactory medical evidence as to her ability to continue working, if requested by the Employer.

A regular situation holder, priority substitute or apprentice shall be entitled to parental leave in accordance with the Employment Standards Act.

A regular situation holder, priority substitute or apprentice who takes a leave of absence in accordance with this Clause and the Employment Standards Act shall continue to participate in the Ontario Health Insurance Plan, Blue Cross Plan for Extended Health Care and Semi-Private coverage, Dental Insurance Plan, Group Life Insurance Plan and the Toronto Star Pension Plan subject to the following:

(1) With the exception of the Toronto Star Pension Plan, the Employer shall pay on behalf of a regular situation holder or apprentice who takes pregnancy leave or a combination of pregnancy and parental leave 100% of contributions to premiums with respect to the foregoing benefit plans for weeks one (1) through twenty-six (26) inclusive of such leave;

(2) A regular situation holder, priority substitute or apprentice who takes pregnancy or parental leave or a combination of both shall give written notice to the Employer prior to the commencement of such leave if the regular situation holder, priority substitute or apprentice does not intend to make her or his contributions to the cost of benefits,

(a) in the case of a regular situation holder, priority substitute or apprentice taking a pregnancy leave or combination of pregnancy and parental leave, for weeks twenty-seven (27) through thirty-five (35) inclusive, or in the case of the Toronto Star Pension Plan for weeks one (1) through thirty-five (35) inclusive, of such leave, and

(b) in the case of a regular situation holder, priority substitute or apprentice taking parental leave only, for the duration of such leave.

Provided that the regular situation holder, priority substitute or apprentice pays her or his contributions to the cost of group benefits for such period the Employer shall make its contributions to group benefits for such period; and

(3) If pregnancy and parental leave extend beyond thirty-five (35) weeks, the regular situation holder, priority substitute or apprentice is responsible for payment of 100% of contributions to premiums on all group benefits if the regular situation holder, priority substitute or apprentice elects to continue such benefit coverage after the thirty-fifth week of leave and for the remainder of the leave. The foregoing does not apply to the Toronto Star Pension Plan: after the thirty-fifth (35th) week of leave and for the remainder of the leave no pension contributions shall be made on behalf of the regular situation holder, priority substitute or apprentice on leave and such period of

absence shall not be considered service for the purpose of accruing benefits under the Plan.

(4) Priority Substitutes shall be entitled to the foregoing benefits on a proportionate basis as more fully set out in the Supplemental Agreement Re: Regular Journeyman Pressmen Situations At One Yonge Street Plant And Priority Substitutes set out on Pages 21 and 22 of the Collective Agreement.

The Employer shall pay to a regular situation holder, priority substitute or apprentice taking a pregnancy leave or combination of pregnancy and parental leave as a pregnancy and parental leave benefit either at the end of Unemployment Insurance benefits or at the end of such leave, or thirty-five (35) weeks following the commencement of such leave, at the discretion of such regular situation holder, priority substitute or apprentice, a lump sum amount equal to two (2) weeks' Unemployment Insurance benefit.

Paternity leave of one (1) day with pay shall be granted upon request to a regular situation holder, priority substitute or apprentice; such leave may be taken on any day within seven (7) calendar days of the date of birth or adoption.

Pregnancy or parental leaves of absence shall not change an employee's priority position.

(810) No Pressman or Paperhandler may acquire regular situation holder or priority substitute status without having satisfied a duly qualified physician designated by the Employer as to his/her fitness to perform the work required by the Employer. The cost of such medical examination shall be borne by the Employer. The decision of the physician designated by the Employer shall be final and binding and shall not be subject to the terms and conditions of the grievance procedure as set out in Article 9.

JOINT STANDING COMMITTEE

(901) A Joint Standing Committee of two representatives of the Employer and a like committee of two representatives of the Union (in case of vacancy, absence or refusal of any such representatives to act, another shall be appointed) shall be formed. To this committee shall be referred for settlement all disputes which may arise as to the rights of the parties under the terms of this Agreement or alleged violation thereof which cannot be settled otherwise. The Joint Standing Committee shall meet within five days from the day on which either party hereto, through its authorized representative, informs the other party in writing that a meeting is desired and shall proceed forthwith to settle any question before it. Such settlement shall be final and binding on both parties to the Agreement. If the Joint Standing Committee cannot reach a settlement within ten days (this time may be extended by unanimous agreement) from the date on which the dispute is first considered by it, a Board of Arbitration shall be established upon the request of either party to this Agreement. Upon such a request being made, the parties to this Agreement shall forthwith each appoint one member to the Board of Arbitration and the two members shall select a third person, as Chairperson. If the two members fail to select a Chairperson within five days of the appointment of the last of them, or if either party shall fail to name a member to the Board of Arbitration, the Chairperson shall be selected by the Minister of Labour of Ontario on the request of either party hereto. The Board of Arbitration thus formed shall hear and determine the difference or allegation and shall issue a decision and the deci-

sion shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Board of Arbitration. Costs of the arbitration shall be borne equally by the Employer and the Union except that neither shall be obligated to pay any part of a stenographic transcript without express consent.

Where a dispute arises as to whether the terms of the Agreement are being correctly applied, the aggrieved employee (or the Union) shall nevertheless carry out the Employer's instructions pending final resolution of the dispute in accordance with the procedures of this Clause.

Both parties agree that a grievance which is raised more than ninety (90) days following the circumstances which gave rise to the grievance shall be considered untimely and may be declared by either party as not grievable.

When a disciplinary suspension or disciplinary dismissal is to be submitted to arbitration, both parties agree to waive the normal grievance procedure described elsewhere in this Agreement and to proceed to have the matter adjudicated by sole Arbitrator in the following manner:

- a) The grieving party shall advise the other party in writing of its intention to process its grievance to arbitration within five calendar days of the imposition of the disciplinary action in question and such notification shall include both the basis of the grievance and the remedy sought.
- b) Unless unavoidably delayed, or delayed by agreement of the parties to this Agreement and of the Arbitrator, any hearings required with respect to the grievance shall be held within thirty (30) calendar days following selection of the Arbitrator. Selection of the Arbitrator by the parties shall be concluded within five (5) calendar days of receipt of notice of grievance referred to in (a) above. Selection shall be made by the process of elimination from a panel of five (5) Arbitrators. The first party to strike a name from the panel will be selected by lot. Thereafter the parties shall alternately strike names until one Arbitrator remains, and that Arbitrator shall be the Arbitrator selected to decide the case. Following conclusions on any and all hearings which may be required, the Arbitrator shall be required to render his/her decision in writing, giving his/her reasons in support thereof, within a two (2) calendar week period from the date of the final hearing.
- c) The panel of arbitrators referred to above shall consist of the following:

Anne Barrett
Gail Brent
Kevin Burkett
Maureen Saltman
Ken Swan

Nothing shall preclude use of the sole Arbitrator system of grievance adjudication described herein for grievances arising out of matters other than disciplinary suspension or disciplinary discharge subject only to the written consent of both parties to this Agreement.

Nothing herein shall preclude the discussion of any grievance relating to any disciplinary suspension or disciplinary dismissal and the Employer agrees to meet, on reasonable notice, with the Union to discuss the events of any such

grievance.

The Employer further agrees that the Union shall be advised of any disciplinary suspension or disciplinary discharge within three (3) calendar days of its imposition.

VACATIONS

(1001) Except as provided elsewhere in this Agreement, employees who have worked at least 240 shifts in the year ending March 31 shall be entitled to three (3) weeks of vacation with pay to a maximum payment of 1.5 days.

(1002) Except as provided elsewhere in this Agreement, any employee having completed 5 years of continuous service with the Employer, including time as Apprentice, priority substitute or regular on or before July 1, and having worked at least 240 shifts in the year to the preceding March 31st, shall be entitled to a 4th week of vacation with pay to a maximum payment of five days.

Any employee having completed 10 years of continuous service with the Employer, including time as an Apprentice, priority substitute or regular, and having worked at least 240 shifts in the year to the preceding March 31 shall be entitled to a fifth week of vacation with pay to a maximum of five days.

Any employee having completed 25 years of continuous service with the Employer, including time as an Apprentice, priority substitute or regular, and having worked at least 240 shifts in the year to the preceding March 31st shall be entitled to a sixth week of vacation with pay to a maximum of 5 days.

(1003) Employees shall receive vacation pay in advance at the end of the financial week immediately prior to their vacation period.

(1004) No member shall be allowed three or four or five or six consecutive weeks of vacation, as the case may be, during the summer period (June 1 to September 30) unless all two-week vacation periods have been arranged for all other members.

(1005) Except as provided elsewhere in this Agreement, all regular employees and extras working for the office who have worked a portion of the year, shall receive one day of vacation for each 16 shifts worked, provided no such employee shall receive more than 15 days vacation in any twelve-month period (each 11.75 shifts worked in the case of employees eligible for a 4th week of vacation, and not more than 20 days vacation in any twelve-month period, and each 9.4 shifts worked in the case of employees eligible for a 5th week of vacation and not more than 25 days vacation in any twelve-month period and each 8 shifts worked in the case of employees eligible for a 6th week of vacation and not more than 30 days in any twelve month period).

Days lost by reason of personal illness, extending up to a period of one year, subject to written verification by the Chapel Chairperson, industrial accident, absence on jury duty, subpoenaed as a witness, bereavement leave, or working as a part-time representative of the Union, or days taken off to cancel overtime, shall be included in the schedule of days worked for which vacation credits are allowed. Paid recognized holidays for which a regular employee was scheduled to work, but not required to work, will be included in the schedule of days worked for which vacation credits are allowed. When a member's employment is terminated for any reason, he/she shall

received earned vacation credits provided in this Agreement.

(1006) Except as provided elsewhere in this Agreement, one week of vacation is understood to mean five days or five nights. The shift upon which an employee is working when he/she takes vacation will control the rate of pay without any adjustment for time worked on other shifts, provided that employees whose regular work is on rot0 or colour presses, and who rotate shifts will be paid for vacations at the night rate. No employee will be allowed to forgo vacation in any year for the purpose of adding to the length of vacation in any succeeding year.

(1007) The time of the year that each employee shall take such vacation shall be determined and arranged by the Foreman in consultation with the Chapel Chairperson. To avoid interference with production, vacations shall be arranged by the Foreman as far as possible between April 1 and October 1, according to priority by class of work. It is understood that all vacations earned to March 31 shall be completed in the twelve months following except by mutual consent.

(1008) The Foreman will give to the Chapel Chairperson the schedule of vacation periods available not later than January 31st.

(1009) The Employer agrees that 16% of the Journey-person daily pressroom staff shall be permitted to take one or two week vacation periods at any one time during the months of June, July, August and September,

Three (3) regular Paperhandler situation holders will be permitted off at any one time on vacation during the year, provided that the Union covers such absence at straight time if required by the Employer.

It is agreed that the numbers specified herein may be modified upwards or downwards if the number of regular situations employed on any one shift changes from the number employed as at the date of signing this Agreement.

SEVERANCE, DISMISSAL, DISABILITY AND RETIREMENT PAY

(1101) Severance pay at the rate of one week's wages for each six months of continuous service (or major fraction thereof) with the Employer, with a maximum of fifty-two weeks' wages, shall be paid on loss of situation caused through permanent suspension of publication. Severance pay shall not apply in the case of an employee who does not lose employment through suspension of publication due to merger.

(1102) Upon dismissal to reduce staff, an employee shall receive dismissal pay in a lump sum equal to one week's pay for every five months of continuous service or major fraction thereof with the Employer but not in excess of fifty-two (52) weeks' pay. It is understood that upon dismissal to reduce staff, an employee must decide within twelve (12) months whether he/she will continue as a substitute or take advantage of the dismissal pay. It is agreed that, dismissal pay will be based on continuous service as a regular and substitute, including this twelve-month period, as long as the substitute remains available for the service of the employer concerned; provided that the maximum of fifty-two (52) weeks' pay remains unchanged.

(1103) The Employer agrees to provide retirement benefits in accordance with the terms of Article 15.

(1104) An employee on leave of absence as an officer of the Union shall, upon his/her return to work for the Employer, be deemed to have bridged service for purposes of eligibility for amount of vacation, severance and/or dismissal pay, and service for the purpose of pension eligibility under the Pension Plan as shown in Article 15 (subject only to the terms and conditions of said Plan). It is understood and agreed that the priority of such a person shall be unchanged from what it would have been had no leave of absence been taken.

HEALTH AND WELFARE

(1201) The Employer shall assume 100% of the cost of the Ontario Health Insurance Plan (effective January 1, 1990 Ontario Health Insurance Plan premiums will be replaced with an annual payroll tax) and supplement thereto and of the cost of the Surgical-Medical Plan (Cumba S-O-M; Blue Cross or mutually acceptable equivalent), affecting the employees covered by this Agreement and their dependents with the understanding the Blue Cross Extended Health Plan will be revised to eliminate deductibility factors relating to drugs at no additional cost to the employee.

(1202) Weekly indemnity payments will be provided in accordance with the terms of the "Weekly Indemnity Plan".

(1203) A regular situation holder or priority substitute scheduled to work for the office, who is called for jury duty or subpoenaed as a witness, shall be given a full shift off each day and shall be paid the difference between jury or witness pay and his/her regular pay while serving.

(1204) In the event of the death of a regular situation holder's spouse or children, parent, step-parent, legal guardian, brothers, sisters, parents-in-law, step-children, grandparents, grandchildren, brothers-in-law and sisters-in-law, a bereavement leave shall be granted of up to 5 days from and including date of death to and including date of funeral, for the purpose of making funeral arrangements and/or attending the funeral. Pay for such bereavement leave will be limited to a maximum of up to 5 scheduled working days absent under the above conditions.

A priority substitute who is scheduled to work when a bereavement as defined above occurs shall be granted a leave with pay, as above, provided he/she does not receive pay for more than 5 shifts in the industry in the pay week or weeks when the leave is taken.

(1205) Employees covered by this Agreement who have completed at least three months' service shall be eligible to participate in the Group Life Insurance Plan of Toronto Star Newspapers Limited. Such employees may select coverage in an amount equal to \$6,000.00 or equal to one year's salary at base rate, or equal to two years' salary at base rate.

For employees who elect to become members of the Plan the Employer will pay the cost of the first \$6,000.00 of the Plan and will pay one-half of the premium cost of the excess coverage.

The insurance will be available to regular substitutes of the office whose cards are on the slip board of the Employer, and on whose behalf the Graphic Communications International Union Local N-1 will certify that they are not participating in the group insurance plan of another Toronto employer. The calculation of Employer contributions with respect to group life insurance shall be in accordance with the formula

set out in the attached letter re numbers of situations and with respect to priority substitutes.

Notwithstanding anything herein stated, the terms, conditions and features of the insurance provided for herein shall be as established by the insurer and evidenced by the applicable policy.

It is agreed by the parties hereto that this Clause shall not be subject to any of the terms and conditions set forth in the other Clauses of this Agreement.

(1206) The Employer will notify the Union in advance of any change in the rates required by the insurance carrier of the Group Life and Group Health Plans.

(1207) Subject to the terms of the Insurance Company's Plan the Employer will provide a basic Blue Cross Vision Care Program at a benefit level of \$150.00 towards the purchase of prescription eye glasses or contact lenses once every 24 months, with the Plan assuming the costs up to \$150.00 per eligible family member in each 24 month period. Effective January 1, 1994 the benefit level shall increase to \$175.00 once every 24 months.

The Employer agrees to permit any regular full-time employee requiring, by prescription, special glasses in order to operate video display terminals, to be able to get, in addition to basic vision care coverage, one pair of such special glasses each two years, to a maximum of \$150.00. Priority substitutes shall be permitted to participate in this benefit on a proportionate basis.

(1208) The Employer will pay the premium cost for insurance coverage to provide a benefit of \$100,000.00 (effective January 1, 1993 \$200,000.00) to be paid in the event of the accidental death of an employee occurring or resulting from injuries sustained in the course of his/her employment.

JOB SECURITY

(1301) It is recognized that job security falls into two main categories -- first, layoffs due to the introduction and use of new processes and/or new equipment; and, second, all other layoffs, except, of course, dismissal for cause.

DEFINITION

New processes and/or new equipment is defined as the replacement of existing equipment and/or methods in the pressroom and/or the purchase and installation of new types of equipment developed for use in that Department. It shall also include new processes in the methods of production now in use affecting the Union.

A. New processes and/or new equipment

The Employer recognizes and agrees that all other contractual obligations will be met and will be extended in the following manner:

1. When the purchase and installation of such equipment and/or introduction of new processes is decided upon the Union will be advised and the Employer will discuss with the Union the impact of such installation on employment of the affected Union members.

2. Before any layoffs are instituted as the result of the

introduction or use of new processes and/or new equipment the Employer agrees to negotiate with the Union ways and means of minimizing the impact of such layoffs. Notwithstanding the provisions of A.3 of this Article, or the last sentence of the Joint Standing Committee Clause, the Employer may implement layoffs under conditions herein agreed to after the two-year period specified, provided this shall not prejudice the final disposition of any dispute arising from the provisions of this Article.

3. There shall be no layoff enforced for a period of two years from the time of the productive operation of the new equipment or new processes, except as referred to in paragraphs 4, 5 and 6, immediately below. Personnel in excess of the requirements agreed upon between the Union and the Employer shall be listed as substitutes but shall receive all benefits of the Agreement as agreed upon in the Job Security and other Clauses. As substitutes, however, they need not be replaced in the event of absence. It is agreed that the personnel referred to above will not be used as coverage for regular situation holders. In the event of a dispute between the parties as to the number of persons to be so listed, the Joint Standing Committee procedure shall be followed.

4. During the life of this Agreement every effort will be made in co-operation with the Union for the relocation of the personnel involved within the Union's jurisdiction.

5. During the life of this Agreement any reduction in the work force of the Union will be subject to negotiation including serious consideration of shorter working hours.

6. To discuss fully with the Union the possibility of voluntary retirement of personnel within the Union's jurisdiction in order to reduce the impact of any layoffs. It is understood that pressure will not be exerted on any individual.

7. In such cases of voluntary retirement referred to in paragraph 6, immediately above, any negotiated benefit above the credited retirement provisions in the Agreement will be the same in each case.

B. All other layoffs

The Employer recognizes and agrees that all other contractual obligations will be met and will be extended in the following manner:

1. In the event that all other contractual obligations with respect to layoffs have been met, before implementing any layoff the Employer will discuss and justify the necessity for the proposed layoff with the Union.

2. Before implementing any such layoff there will be a period of 90 days for the Union to allow full discussion as agreed in paragraph 1, immediately above. Notwithstanding paragraph 1, immediately above, the Employer may implement layoffs under conditions herein agreed to, after the 90-day period, provided this shall not prejudice the final disposition of the case.

3. During this 90-day period the number of regular situations in the work force will be maintained, except that replacements due to normal attrition will not be eligible for the once in a lifetime lump sum payment equal to two (2) weeks' pay at the basic day shift rate in effect immediately prior to date of termination in the event of a layoff at the end of the 90-day period.



To explore with the Union the possibility of voluntary retirement and, in such cases, the conditions as outlined in Section A, sub-Section 7, will apply.

C. Disposition of personnel

The disposition of personnel laid off by the application of Sections A and B above, will be as follows:

1. The Employer will provide the contractual dismissal pay set out in the Agreement but in each such case an additional amount equal to two (2) weeks at the basic day shift rate in effect immediately prior to date of termination will be paid. It is understood that this lump sum payment equal to two (2) weeks at the basic day shift rate in effect immediately prior to date of termination will be paid only once in the working lifetime: of any individual.

With reference to paragraphs A6, A7 and B4, in the event a regular situation holder who is at least sixty years of age and has 15 1/2 years' continuous service with the Employer voluntarily elects to take a special leave of absence in the place of a member to be laid off, the Employer will pay such a person a staff reduction benefit of \$52 per week (\$50 per week to Paperhandlers) for those taking this special leave, payable until retirement pension begins and guaranteed for 52 weeks. When such a person shall attain age 65 and commence receiving pension benefits the Employer will pay \$2 per week for life commencing on the first day of retirement pay. All time during the special leave of absence may count as service for pension purposes but not for other benefits. Such member may have the option of electing to receive the dismissal pay as set out in the Agreement plus a once in a lifetime lump sum payment equal to two (2) weeks' pay at the basic day shift rate in effect immediately prior to date of termination, instead of the weekly benefits described above.

The Employer will provide dismissal pay to a regular situation holder who resigns voluntarily to take the place of another employee who is considered excess to the Employer's requirements, provided that in fact a reduction in staff is accomplished as a result of this option. The voluntary resignation option shall be exercised on a priority basis.

2. Irrespective of the dismissal pay Clauses in the Agreement which give the individual the opportunity to stay on the sub line and have a year in which to decide whether or not he/she will take his/her dismissal pay, the once in a lifetime lump sum payment equal to two (2) weeks' pay at the basic day shift rate in effect immediately prior to date of termination set out above would become immediately payable. It is understood that credits for dismissal pay will recommence on re-establishment of priority in the office.

It is understood and agreed by both parties that should the Employer commence a new publication, enlarge the present publication by adding additional sections, arrange to do work in these departments which previously had been contracted for from outside suppliers, agree with advertisers to do work of a temporary or indefinite nature, e.g., dodgers or any other work contracted for beyond the present scope of the newspaper thereby creating additional regular situations and should there be any resultant layoffs through discontinuance of these projects the above layoffs procedures will not apply to such additional situations.

D. Interpretations

1. In A.2, "negotiate" and the reference to "negotiation" in

AS, means that full and serious consideration will be given by the parties to all factors and aspects, to the end that there can be a search for a mutually satisfactory way of minimizing the impact of layoffs.

2. In A.7, "negotiated benefit" means any agreed upon benefit or improvement in the terms of the retirement provisions of the Agreement.

3. In B.1, "justify the necessity" means the substantiation of a change or changes in conditions which account for a reduction in staff.

4. The preamble to Section A shall be interpreted to permit the Employer to forego replacement of terminations.

TERM OF AGREEMENT

(1401) This Agreement shall take effect on January 1, 1992 and shall remain in force until December 31, 1994. It is mutually agreed that only the scale of wages provided in (401) and (402), including overtime (if any), will be retroactive to January 1, 1992, but all other provisions will be made effective upon the signing of this Agreement or upon such other date as may be provided for elsewhere in this Agreement.

Within 90 days prior to the termination of this Agreement the Employer agrees to negotiate with the Union for a new Agreement to take effect on January 1, 1995. The terms and conditions of this Agreement shall remain in effect during such negotiations. If such negotiations do not result in a new Agreement prior to December 31, 1994, the new Agreement shall be made retroactive to January 1, 1995, in respect to wages and overtime (if any).

PENSION PLAN

(1501) The Pension Plan, known as the "Prestereph Pension Plan," described under the heading "Pension Plan" at pages 40, 41 and 42 of the Collective Agreement covering Pressmen and Paperhandlers between Toronto Star Newspapers Limited (the "Employer") and the Printing and Graphic Communications Union No. N-1 (the "Union") effective January 1, 1977 to December 31, 1978 shall be continued solely for the purpose of providing for the payment of pensions, deferred vested pensions and other benefits under the terms thereof to members or former members or their beneficiaries who, by reason of retirement, termination of employment or death, were receiving such payments or were entitled to deferred vested pensions prior to the date of the signing of the Collective Agreement covering the period January 1, 1979 to December 31, 1981. No employee governed by this Collective Agreement shall be eligible to participate in the Prestereph Pension Plan or to receive a pension thereunder on or after such date and no pension benefits, other than deferred vested pensions to which former employees had theretofore become entitled, shall commence to be paid or payable under the Prestereph Pension Plan on or after the date of the signing of the Collective Agreement covering the period January 1, 1979 to December 31, 1981.

(1502) All regular situation-holders, priority substitutes and Apprentices as at the date of the signing of the Collective Agreement covering the period January 1, 1979 to December 31, 1981 have been and are required to join the Toronto Star Pension Plan as non-contributory members thereof upon ful-

fillment of the eligibility requirements of that. Plan.

(1503) An employee shall retire from the Employer's employment upon attaining age 65 or as may be specified in the Toronto Star Pension Plan as amended from time to time, unless such retirement is postponed by mutual agreement among the Employer, the employee and the Union.

(1504) The pension benefits payable under the Toronto Star Pension Plan shall be integrated with those payable under The Canada Pension Plan. The actual integrated Toronto Star Pension Plan/Canada Pension Plan pension benefits payable upon retirement at age 65 to a non-contributory member of the Toronto Star Pension Plan who is governed by this Collective Agreement and who elects a normal ten-year guaranteed pension benefit shall be equal to or greater than the level of Canada Pension Plan benefits which would have been payable to such employee had he/she retired at age 65 or thereafter on the date of the signing of this Collective Agreement plus a pension in the amount which would be the equivalent of that provided by the application of the following formula:

(a) **Past Service**

For participants in the Prestereph Pension Plan on December 31, 1964, \$1.9354 for Pressmen and \$1.8709 for Paperhandlers effective January 1, 1968, multiplied by units of six months of continuous service or major fraction thereof after attaining age 49 1/2; and

(b) **Future Service**

\$1.9354 for Pressmen and \$1.8709 for Paperhandlers effective January 1, 1968, for six months of continuous service or major fraction thereof while a participant in the Prestereph Pension Plan after December 31, 1964;

(c) The total pension calculation to be limited to 15 1/2 years of service with a maximum pension payment of \$60.00 per week for Pressmen and \$58.00 per week for Paperhandlers effective January 1, 1975.

(1505) It is recognized that pension benefits calculated in accordance with Clause (1504) might, in some instances, exceed the level of pension benefits which would otherwise have been payable under the Toronto Star Pension Plan. To the extent that pension benefits calculated in accordance with Clause (1504) hereof exceed the pension benefits which would otherwise have been payable under the Toronto Star Pension Plan, such additional pension benefits shall be guaranteed only for 100 weeks from the commencement of retirement. If a member of the Toronto Star Pension Plan governed by this Collective Agreement continues to work beyond the age of 65 years pursuant to Clause (1503) hereof and dies prior to retirement, he/she will be covered by the 100 week guarantee as specified herein.

(1506) Except such as are required for the purpose of providing pensions, deferred vested pensions and other benefits under the terms of the Prestereph Pension Plan to members, former members or beneficiaries thereof who are entitled by reasons of retirement, termination of employment or death to receive such pensions or benefits as at the date of the signing of the Collective Agreement covering the period January 1, 1979 to December 31, 1981, all assets of the Prestereph Pension Plan shall be transferred to the Toronto Star Pension Plan as at that date and the Union, for itself and on behalf of the employees governed by the Collective Agreement covering the period January 1, 1979 to December 31, 1981, agrees to

execute any instruments necessary to effect such transfer and requests and authorizes the Employer and the trustees appointed to administer the Prestereph Pension Plan and the Toronto Star Pension Plan to do or cause to be done all which is necessary to effect such transfer of assets.

(1507) Regular situation-holders, priority substitutes and Apprentices who, in accordance with the provisions of this Article, became or will become non-contributory members of the Toronto Star Pension Plan upon fulfillment of its eligibility requirements have been or will be given credit for past service as non-contributory members as though they had become non-contributory members of the Toronto Star Pension Plan upon fulfillment of its eligibility requirements immediately following attainment of regular, full-time employment status in the case of regular situation-holders, priority substitute status in the case of priority substitutes and Apprentice status in the case of Apprentices.

(1508) Nothing herein shall preclude a non-contributory member of the Toronto Star Pension Plan who is governed by this Collective Agreement from becoming a "Late-Start Contributory Member" or a "Contributory Member" of the Toronto Star Pension Plan (as those terms are defined therein), provided that, in either case, the employee applies for such membership and authorizes the Employer to deduct normal contributions from his/her pay in accordance with the terms of the Toronto Star Pension Plan not later than six (6) months after the date each affected employee is in receipt of written information detailing his/her cost (including interest) of funding past service contributions and, with respect to contributory membership, complies with such requirements as to the funding of past service contributions as may be agreed upon by the Employer and the employee and accepted by the Trustees of the Toronto Star Pension Plan. For greater certainty it is hereby stipulated and understood that:

(i) payments in respect of an employee's funding of past service contributions shall be made in such number of installments as may be agreed upon by the Employer and the employee, subject to acceptance by the Trustees of the Toronto Star Pension Plan;

(ii) interest rates in respect of such payments shall be as set by the said Trustees and are subject to adjustment by the Trustees from time to time;

(iii) the employee shall not be entitled to make any payments in respect of the funding of past service contributions after December 31, 1988, and

(iv) the employee shall not be entitled to **make any** payments in respect of the funding of past service contributions unless he/she shall have complied with the requirements of this Clause (1508) and, in particular, shall have elected to make such payments not later than six (6) months after the date he/she is in receipt of written information detailing his/her cost (including interest) of funding past service contributions.

(1509) Any person other than an employee referred to in Clause (1502) hereof who shall commence or have commenced employment on or after August 29, 1980 shall, as a condition of employment by the Employer, become a contributory member of the Toronto Star Pension Plan upon fulfillment of the eligibility requirements of that Plan.

(1510) Whereas it is understood that there might be equally sound alternate means of fulfilling the foregoing pur-

and providing benefits to persons contemplated hereby, such as, for example, by the merger of the liabilities and assets of the Prestereph Pension Plan into the Toronto Star Pension Plan. with equivalent provision for the rights and benefits referred to in Clauses (1501) and (1506) thereof, it is acknowledged and agreed that, provided that the rights, benefits and obligations provided for herein shall in no way be diminished thereby, the Employer shall be at liberty to adopt such alternative and the Union, for itself and on behalf of the employees governed by this Collective Agreement, undertakes to execute any instruments necessary to permit, authorize and effect the adoption of such alternative.

WEEKLY INDEMNITY PLAN

(1601) ELIGIBILITY

A member of Graphic Communications International Union Local N-1, who is actively engaged in working for the Employer as a regular Journeyperson or Apprentice (or a priority substitute who shall be eligible to participate only in the Short Term Disability portion of the program, except as provided for in the Supplemental Agreement regarding Regular Journeyperson Pressmen Situations at One Yonge Street Plant and Priority Substitutes) and who has three successive months' priority with the Employer is automatically eligible for this Plan.

No situation holder or Apprentice who has less than two years of continuous service with the Employer and no priority substitute who has less than two years of accumulated continuous service with the Employer shall be eligible to receive benefits at the 60% rate provided hereinafter,

(1602) TERMINATION OF PLAN

On retirement except that those members of the Plan who are aged 65 or over will not be entitled to benefits at the 60% rate,

(1603) AMOUNTS OF BENEFITS

Benefits will be paid weekly at the rate of 100% of the contract day rate for the disabled employee for a maximum of 26 weeks. Thereafter benefits will be paid monthly at the rate of 60% of the contract day rate in effect on the last day of his/her 26th week of disability until age 65.

If an employee who is a contributory member of the Toronto Star Pension Plan is disabled and becomes entitled to benefits at the 60% rate in accordance with the foregoing paragraph, payment representing that employee's contribution will be made by the Employer directly to the Toronto Star Pension Plan from the beginning of the Long Term Disability period which commences after the first 26 weeks of disability. The employee's rate of pay for Pension Plan purposes will be assumed to be the rate paid at the end of the initial 26 weeks' period of disability.

Benefits in either period will be reduced by any amounts paid under Workers' Compensation Board regulations.

Effective January 1, 1990, employees who had five or more years of continuous service prior to going on Long Term Disability and who have been on Long Term Disability for a period of time in excess of three years shall be entitled to a special annual compensation adjustment on the following basis:

Three-quarters of 1% for each full percentage point of increase in the Canada C.P.I. for the 12 months previous (January to January comparison) to a maximum of 5% to be added to the difference between income received from a Canada Pension Plan and/or Workers' Compensation Disability pension (if any) and the amount of the insured benefit.

(1604) BASIS FOR PAYMENT OF BENEFITS

Except in the case of absence resulting from compensable injury, benefits will commence on the second working day for all types of disability (accident, sickness or disease). Irrespective of the shift to which an employee is assigned, the loss of pay resulting from benefit commencement on the second day of absence due to sickness or disability shall not exceed the loss of one shift's pay at day shift rates. For the first 26 weeks and the next 78 weeks disability of the employee shall be deemed (1) inability to perform each and all material duties pertaining to his/her occupation, and (2) no engagement in any occupation or employment for wage or profit. Commencing with the third year of absence, disability (and hence qualifications for benefits) is defined as the continuous inability of the insured employee to engage in each and every gainful occupation or employment for which he/she is reasonably qualified by reason of education, training or experience. In the case of absence due to compensable injury, any difference between payment for the first day of absence received from the Workers' Compensation Board and regular straight time pay which the employee would have received will be made up by the Employer.

Benefits will be paid for as many separate and distinct periods of disability as may occur but successive disabilities due to the same cause will be treated as a continuation of the original disability unless the periods of absence are separated by a return to active employment for a 90-day period. Where the disability is considered successive the one-day waiting period will not apply for payment of benefits.

Employees must be under the care of a duly licensed physician or surgeon, chiropractor, osteopath or chiropodist in order to claim benefits. A claim form will be provided,

(1605) CONTRIBUTIONS

The Employer agrees to pay 100% of the cost of the Short Term Disability Plan and the Long Term Disability Plan.

The Employer reserves the right to self-insure Short and/or Long Term Disability program, in which event a third party adjudicator will be appointed, with the consent of both parties, to deal with any challenged claims and with the Employer further reserving the right to introduce a visiting nurse service.

(1606) EFFECT OF DISABILITY ON SERVICE

The time the insured employee is receiving benefits at the 100% rate shall count as service for all benefits in this Agreement relating to service. The time while receiving benefits at the 60% rate may count as service only for the Toronto Star Pension Plan purposes but not for any other benefits. Upon return to active work the employee will be deemed not to have broken continuous service with his Employer.

Gentlemen:

This is to confirm that the following rules and interpretations shall be used in applying certain sections of the Agreement effective January 1, 1992, to December 31, 1994.

- (1) No person shall receive more than two shifts' pay in addition to regular pay in respect of any recognized holiday on which he/she works as a regular situation holder or to cover a regular situation.
- (2) In order that some regular situation holders, scheduled to work on a recognized holiday, may take this day off as a "beg off", the Employer will permit the utilization of substitutes. If no substitutes are available the Employer agrees that regular employees may be used as replacements. In either case, presses will not be manned with so many inexperienced persons as to interfere with the normal efficient production.

Replacements must be obtained in the following order: priority substitutes, substitutes from other offices, office regulars and regulars from other offices.

The replacements would be subject to rule (1) above.

- (3) The delay of a lunch period, provided in Section 503, will only be ordered in cases of genuine need.

Nothing stated herein shall preclude the Employer from implementing a staff reduction as provided for elsewhere in this Collective Agreement or in any Supplemental Letter Of Agreement attached thereto.

Yours truly,

Christopher J. H. Davies
Director,
Industrial Relations.

CJD/kjg

**SUPPLEMENTAL LETTER OF AGREEMENT
BETWEEN
TORONTO STAR NEWSPAPERS LIMITED
AND
GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL N-1**

The following items represent points of agreement between the Toronto Star Newspapers Limited and the Graphic Communications International Union Local N-1:

I. That the President or the Senior Executive of the Graphic Communications International Union Local N-1, agrees to meet with senior representatives of The Star at regular intervals during the life of the Agreement to discuss resolution of problems, ways and means of improving productivity, and the establishment of principles which should guide the parties in the resolution of future differences.

2. Graphic Communications International Union Local N-1, agrees to take whatever steps may be possible in ensuring that the Weekly Indemnity Plan is not subject to any abuse.

3. Effective January 1, 1992, Standard Life, Policy No 576-N (the "Plan") will replace existing dental insurance programs. Subject to the following and the Employer's unilateral right to change carriers, dental services shall be as provided in the Plan and the regulations of the Plan shall govern in all respects including eligibility, enrollment, dependents and exceptions:

(1) all regular situation holders are eligible to participate in and must participate in the Plan unless specifically excluded by virtue of the terms of the Plan;

(2) substitutes holding priority are eligible to participate, but once enrolled may not opt out of the Plan except under the terms and conditions specified in the Plan;

(3) non-priority substitutes are ineligible to participate in the Plan and participation is optional for employees who are covered. for dental insurance through the dental plan of a spouse employed by a company other than the Employer;

(4) 'benefits under the Plan shall be amended as follows:

(i) the O.D.A. Schedule shall be updated from 1987 to 1990 rates effective the first day of the first month following date of signing this Agreement;

(ii) the O.D.A. Schedule shall be updated from 1990 to 1991 rates effective January 1, 1993;

(iii) the O.D.A. Schedule shall be: updated from 1991 to 1992 rates effective January 1, 1994;

(iv) thereafter the O.D.A. Schedule shall be updated every January 1 such that the O.D.A. Schedule is no more than two years behind the current year O.D.A. Schedule;

(v) effective on the first day of the first month following date of signing of this Agreement payment for eligible expenses, as defined in the Plan, for Type II - Prosthodontic Services and Major Restorative Services shall be limited to a maximum amount of \$3,500.00 incurred during a period of 36 consecutive months per insured employee and per dependent and the remainder shall be paid by the employee; and

(vi) effective on the first day of the first month following date of signing of this Agreement reimbursement for eligible expenses, as defined in the Plan, for Type I - Basic Services shall be limited to a maximum amount of \$1,000.00 incurred during a period of 12 consecutive months per insured employee and per dependent and the remainder shall be paid by the employee.

The premium cost sharing arrangements on behalf of regular situation holders which have the Employer paying 75% of the premium costs with the regular situation holder paying 25% of the premium costs shall be maintained during the currency of this Collective Agreement.

The Employer's contribution toward the premium cost for substitutes holding priority shall be in accordance

with the provisions of the Supplemental Agreement Re: Regular Journeyperson Pressmen Situations At One Yonge Street Plant and Priority Substitutes set out on pages 21 and 22 of the Collective Agreement.

Effective September 1, 1992 the method of calculation of dental plan premium charges to substitutes holding priority shall revert to that set out in the Supplemental Agreement Re: Regular Journeyperson Pressmen Situations At One Yonge Street Plant and Priority Substitutes set out on pages 21 and 22 of the Collective Agreement. Presently substitutes holding priority who work less than 50% of the normal full-time workweek: are charged a dental premium on the basis of working 50% of the: normal workweek while substitutes holding priority who work more than 50% of the normal workweek are charged the same dental premium as regular situation holders.

4. The Employer agrees to recognize the Union's International Pension Plan provided that it is and at all times remains a Canadian Registered Pension Plan, and provided that (with the exception of joint administration) the Employer is in no way liable for any obligations assumed by the Plan or to make contributions to the Plan other than those which may be: negotiated.

All members of the Union must be participants in the International Pension Plan other than those designated as non-working supervisory personnel.

The Employer agrees to contribute \$3.20 per straight time shift worked (\$4.00 for four shift workweek member employees) on behalf of each member employee to a maximum of \$16.00 per week.

5. The Employer agrees to pay the full cost of replacing prescription safety glasses when this is required as a result of a prescription change or as a result of wear and tear at the workplace, provided such replacement is required not more than once every two (2) years. Should replacement be required more frequently the existing policy will prevail.

6. Subject to the terms and conditions of the Employer's Group Life Insurance Policy and Article 12, Clause (1205) of this Agreement, the Employer agrees to increase post retirement Group Life Insurance coverage to a minimum of \$6,000.00 for employees retiring first full week following July 3, 1987.

7. The name of the Union as set out in this Collective Agreement has been accepted by The Star with the clear understanding that G.C.I.U. Local N-1 has acquired the rights, privileges and duties of its predecessor Printing and Graphic Communications Union Local N-1.

GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL N-1
PER:
PER:

TORONTO STAR NEWSPAPERS LIMITED
PER:
PER:

**SUPPLEMENTAL AGREEMENT TO THE
MAIN AGREEMENT
(AND FORMING PART OF THE
MAIN AGREEMENT)**

BETWEEN

TORONTO STAR NEWSPAPERS LIMITED
(hereinafter known as the "Employer")

AND

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL N-1**
(hereinafter known as the "Union")

Dated January 1, 1992 to December 31, 1994.

**RE: CONTINUOUS NIGHT AND LOBSTER SHIFT
OPERATIONS ONE YONGE STREET PLANT - PRESS-
MEN**

Preamble

The conditions specified in this document are introduced on the understanding that it is a mutual objective of the parties hereto to see such conditions established without adding to the costs of operating the Employer's pressroom.

In keeping with this objective, it is further recognized by both parties to this Agreement that make-ready work must be performed within straight time, and that failure to meet this requirement may jeopardize the continuation of the method of operation specified herein.

Both parties agree that continuous night and lobster shift operations are being introduced with a view to reducing the number of shifts and overtime hours being worked by members of the Union, and the Union agrees that it will make every reasonable effort to provide straight time replacements to meet the manpower requirements of the Employer.

Both parties reserve the right to declare this Agreement null and void upon thirty (30) days' notice in writing, in which case the terms and conditions of employment for members of the Union working night and lobster shifts shall revert to those specified in the Main Collective Agreement between the parties effective January 1, 1992 to December 31, 1994. Nothing, however, shall preclude the parties from revising the terms and conditions of any continuous operation by mutual consent.

Bearing in mind the above, the following conditions shall prevail pertaining to continuous night and lobster shift operations:..-

1. The normal workweek on the night and lobster side will consist of four (4) shifts of thirty-two (32) hours, but if a fifth shift has to be worked, it will be worked at straight time except as provided in the Supplemental Agreement Re: Straight Time Coverage.

2. The number of presses to be operated, the days of the week upon which they are operated, and the number of employees assigned to the operation of any press shall be at the sole discretion of the Employer subject only to any regulations elsewhere in the Agreement with regard to minimum manpower requirements.

3. The scheduling of days off shall be at the sole discretion of the Employer, except that the Employer agrees that in the event that a six or seven night operation is introduced for the purpose of accommodating the production of a Sunday newspaper, 10% of the regular situation holder Journeyperson Pressmen assigned to the night shift shall be provided with a night off on each of Friday night for Saturday, and Saturday night for Sunday, on a rotational basis. Until such time as a six or seven night operation is introduced, 10% (to a maximum of six persons) of the regular night shift staff shall be scheduled off on Friday night.

4. If an employee assigned to the night shift on a regular basis works one shift at night and a recognized holiday falls in that week on one of his/her two days off, he/she should be paid one extra shift based on eight (8) hours as defined in the continuous operation hours of work.

If an employee assigned to the lobster shift on a regular basis works one shift at lobster and a recognized holiday falls in that week on one of his/her two days off, he/she should be paid one extra shift based on eight (8) hours as defined in the continuous operation hours of work.

If a regular employee on the night or lobster side works a recognized holiday, he/she should be paid as per contract, based on the continuous operation shift hours.

If a priority substitute works three (3) shifts in the week of the recognized holiday, he/she shall get paid an extra shift at day rates for the recognized holiday if not required to work irrespective of whether the shifts worked are at day, lobster or night or a combination of these shifts.

5. Members must work 5 shifts in the workweek (except for absence due to official Union business) on their regularly scheduled shift, when work is available, before being eligible for time-and one-half for an extra shift except as provided in the Supplemental Agreement Re: Straight Time Coverage.

6. It shall be at the sole discretion of the Employer as to whether a continuous operation prevails which would provide eight (8) continuous hours of production and no stopping for lunch, or eight (8) hours of production on an interrupted basis with the provision of a thirty (30) minute unpaid lunch period.

It is understood and agreed that when a continuous operation is in effect and when the lunch is being paid for by the Employer, members of the Union may not leave the Employer's plant during said lunch period without notifying the office.

7. For the purposes of this Supplemental Agreement only:

(a) One week of vacation shall be understood to mean four night or four lobster shifts.

(b) Employees who have worked at least 192 shifts in the year ending March 31 shall be entitled to three (3) weeks of vacation with pay to a maximum payment of 12 shifts.

(c) Any employee having completed five (5) years of continuous service with the Employer, including time as Apprentice, priority substitute or regular on or before July 1, and having worked at least 192 shifts in the year to the preceding March 31, shall be entitled to a fourth week of vacation with pay to a maximum payment of four shifts.

Any employee having completed ten (10) years of continuous service with the Employer, including time as an

Apprentice, priority substitute or regular, and having worked at least 192 shifts in the year to the preceding March 31 shall be entitled to a fifth week of vacation with pay to a maximum payment of four shifts.

Any employee having completed twenty-five (25) years of continuous service with the Employer, including time as an Apprentice, priority substitute or regular, and having worked at least 192 shifts in the year to the preceding March 31 shall be entitled to a sixth week of vacation with pay to a maximum payment of four shifts.

(d) All regular employees and extras working for the office who have worked a portion of the year, shall receive one day of vacation for each 12.8 shifts worked, provided no such employee shall receive more than 12 days' vacation in any twelve-month period (each 9.4 shifts worked in the case of employees eligible for a 4th week of vacation, and not more than 16 days' vacation in any twelve-month period, and each 7.5 shifts worked in the case of employees eligible for a 5th week of vacation and not more than 20 days' vacation in any twelve-month period and each 6.4 shifts worked in the case of employees eligible for a 6th week of vacation and not more than 24 days' vacation in any twelve-month period).

TORONTO STAR NEWSPAPERS LIMITED

PER:

PER:

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL N-1**

PER:

PER:

**SUPPLEMENTAL AGREEMENT TO THE
MAIN AGREEMENT
(AND FORMING PART OF THE
MAIN AGREEMENT)**

BETWEEN

TORONTO STAR NEWSPAPERS LIMITED
(hereinafter known as the "Employer")

AND

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL N-1**
(hereinafter known as the "Union")

Dated January 1, 1992 to December 31, 1994.

**RE: CONTINUOUS NIGHT AND LOBSTER SHIFT
OPERATIONS ONE YONGE STREET PLANT-
PAPERHANDLERS**

Preamble

The conditions specified in this document are introduced on the understanding that it is a mutual objective of the parties hereto to see such conditions established without adding to the costs of operating the Employer's pressroom.

Both parties agree that a continuous night or lobster shift operation is to be maintained with the same cancellation rights specified in the Supplemental Agreement covering continuous night and lobster shift operations - 1 Yonge Street - Pressmen.

In the event of cancellation, conditions of employment for employees assigned to the night or lobster shift shall be as described in the Main Collective Agreement dated January 1, 1992 to December 31, 1994.

Both parties agree that a continuous night and lobster shift operation is being introduced with a view to reducing the number of shifts and overtime hours being worked by members of the Union, and the Union agrees that it will make every reasonable effort to provide straight time replacements to meet the manpower requirements of the Employer.

Both parties agree that a continuous night and lobster shift operation is being introduced to meet the specific requirements of the Employer's two shift straight running operation and recognize that this system may not be suitable if a different method of production should be introduced.

Bearing in mind the above, the following conditions shall prevail pertaining to a continuous night and lobster shift operation:--

1. The normal workweek on the night or lobster side will consist of four (4) shifts of thirty-two (32) hours, but if a fifth shift has to be worked, it will be worked at straight time except as provided in the Supplemental Agreement Re: Straight Time Coverage.

2. Shifts off will be handled in such a manner so as to permit 10% of the Paperhandling staff assigned to the night or lobster shift to be scheduled off on Friday night, but this shall in no way change the Union's obligation to provide persons at straight time.

3. If a regular employee assigned to the night shift works one shift at night and a recognized holiday falls in that week on one of his/her two days off, he/she should be paid one extra shift based on the continuous operation shift hours.

If a regular employee assigned to the lobster shift works one shift at lobster and a recognized holiday falls in that week on one of his/her two days off, he/she should be paid one extra shift based on the continuous operation shift hours.

If a regular employee on the night or lobster side works a recognized holiday, he/she should be paid as per contract, based on the continuous operation shift hours.

If a priority substitute works three (3) shifts in the week of the recognized holiday, he/she should be paid an extra shift at day rates for the recognized holiday if not required to work, irrespective of whether the shifts worked are at night, lobster or day or a combination of these shifts.

4. Members must work 5 shifts in the workweek (except for absence due to official Union business) on their regularly scheduled shift, when work is available, before being eligible for time-and-one-half for an extra shift, except as provided in the Supplemental Agreement Re: Straight Time Coverage.

5. It shall be at the sole discretion of the Employer as to whether a continuous operation prevails which would provide eight (8) continuous hours of production and no stopping for lunch, or eight (8) hours of production on an interrupted basis with the provision of a thirty (30) minute unpaid lunch period.

It is understood and agreed that when a continuous operation is in effect and when the lunch period is being paid for by the Employer, members of the Union may not leave the

Employer's plant during said lunch period without notifying the office.

6. For the purposes of this Supplemental Agreement only:--

(a) One week of vacation shall be understood to mean four night or four lobster shifts.

(b) Employees who have worked at least 192 shifts in the year ending March 31 shall be entitled to three (3) weeks of vacation with pay to a maximum payment of 12 shifts.

(c) Any employee having completed five (5) years of continuous service with the Employer, including time as Apprentice, priority substitute or regular on or before July 1, and having worked at least 192 shifts in the year to the preceding March 31, shall be entitled to a 4th week of vacation with pay to a maximum payment of four shifts.

Any employee having completed 10 years of continuous service with the Employer, including time as an Apprentice, priority substitute or regular, and having worked at least 192 shifts in the year to the preceding March 31 shall be entitled to a fifth week of vacation with pay to a maximum of four shifts.

Any employee having completed 25 years of continuous service with the Employer, including time as an Apprentice, priority substitute or regular, and having worked at least 192 shifts in the year to the preceding March 31 shall be entitled to a sixth week of vacation with pay to a maximum of four shifts.

(d) All regular employees and extras working for the office who have worked a portion of the year, shall receive one day of vacation for each 12.8 shifts worked, provided no such employee shall receive more than 12 days' vacation in any twelve-month period (each 9.4 shifts worked in the case of employees eligible for a 4th week of vacation, and not more than 16 days' vacation in any twelve-month period, and each 7.5 shifts worked in the case of employees eligible for a 5th week of vacation and not more than 20 days' vacation in any twelve-month period and each 6.4 shifts worked in the case of employees eligible for a 6th week of vacation and not more than 24 days' vacation in any twelve-month period).

TORONTO STAR. NEWSPAPERS LIMITED

PER:

PER:

GRAPHIC COMMUNICATIONS

INTERNATIONAL UNION LOCAL N-1

PER:

PER:

**SUPPLEMENTAL AGREEMENT TO THE
MAIN AGREEMENT
(AND FORMING PART OF THE
MAIN AGREEMENT)**

BETWEEN

TORONTO STAR NEWSPAPERS LIMITED
(hereinafter known as the "Employer")

AND

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL N-1**
(hereinafter known as the "Union")

Dated January 1, 1992 to December 31, 1994.

**RE: THE HANDLING OF STAFF REDUCTIONS
RESULTING FROM TECHNOLOGICAL CHANGE
FOR EMPLOYEES WORKING UNDER CONTINUOUS
OPERATION (REARRANGED WORKWEEK CONDI-
TIONS) IN THE: PRESSROOMS (INCLUDING PAPER-
HANDLERS) DEPARTMENTS**

The Union agrees that for as long as a continuous night shift operation is in effect, where the need for a staff reduction is established as a result of the introduction of technological change either by way of new equipment or by way of new process, personnel designated as surplus to the necessary manpower requirements may be terminated within ninety (90) days of the date upon which both parties to this Agreement agree that a staff reduction is required. Under these circumstances, employees to be terminated shall have the option of (a) receiving severance and dismissal pay as described in the Collective Agreement, or (b) enrollment in a recognized educational establishment with a view to retraining.

If an employee elects option (b), the Employer will establish a retraining allowance fund through a chartered bank or trust company, and such fund will provide the employee with an amount of money equal to 65% of the straight time weekly day rate in effect at the time of his/her termination for a period of up to three (3) years, payable monthly. Programs qualifying for the retraining allowance specified herein must be recognized by the Canada Manpower Department or by a properly qualified educational authority and must be designed to qualify the applicant for gainful employment in some field other than pressroom, paperhandling or platemaker work. If, because of special circumstances, recognition as described above cannot be achieved for a specific program, then such a program may be reviewed by both parties to this Agreement and may be deemed to qualify for participation by consent of both parties.

An employee electing option (b) must maintain a record of satisfactory attendance to qualify for a continuation of compensation. Where it is established that a trainee has dropped out of a program, compensation may be discontinued and no further obligation of any kind shall be deemed to exist toward such a person by the Toronto Star Newspapers Limited or any agent acting on its behalf.

An employee electing option (b) shall cease to be an employee upon his/her enrollment in this program.

The Union agrees that any dispute relating to the number of people who may be required for the operation of new equipment or processes shall be determined by arbitration if

agreement cannot be reached by discussion and negotiatic

TORONTO STAR NEWSPAPERS LIMITED
PER:
PER:

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL N-1**
PER:
PER:

**SUPPLEMENTAL AGREEMENT TO THE
MAIN AGREEMENT
(AND FORMING PART OF THE
MAIN AGREEMENT)**

BETWEEN

TORONTO STAR NEWSPAPERS LIMITED
(hereinafter known as the "Employer")

AND

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL N-1**
(hereinafter known as the "Union")

Dated at Toronto this day of , 1992.

Re: SUNDAY NEWSPAPER PUBLICATION

In the event that Sunday is worked as part of a regular workweek in connection with the production of a Sunday newspaper, (irrespective of whether the Sunday newspaper is a morning or afternoon newspaper) straight time rates shall apply to the regular hours of the shift with overtime, extra shift or recognized holiday pay being applied as though Sunday were "An ordinary day" as shown in the schedule forming part of Article 506.

A Sunday shift for Pressmen is defined as being a shift the straight time hours of which fall between the hours of 6:00 p.m. Saturday and 6:00 a.m. Sunday for night shift employees, and from 6:00 a.m. to 6:00 p.m. for day shift employees.

A Sunday shift for Paperhandlers is defined as being a shift the straight time hours of which fall between the hours of 6:00 p.m. Saturday and 6:00 a.m. Sunday for night shift employees and from 6:00 a.m. to 6:00 p.m. for day shift employees.

A Sunday lobster shift for both Pressmen and Paperhandlers shall be defined as any shift the straight time hours of which are not started and completed during either of the day or night shift span of hours as herein defined.

Six months following the first publication of a Sunday Newspaper by the Employer (using the production facility of its plant located at 1 Yonge Street, Toronto) under the circumstances described above, the Employer agrees to sit down with representatives of its employees to discuss possible changes to work schedules, should this appear desirable, and such discussions shall not preclude an evaluation of the possibility of introducing rearranged workweeks subject to the established policies of the Employer with regard to practicality and cost.

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL N-1**

**PER:
PER:**

TORONTO STAR NEWSPAPERS LIMITED

**PER:
PER:**

**SUPPLEMENTAL AGREEMENT TO THE
'MAIN AGREEMENT'
(AND FORMING PART OF THE
MAIN AGREEMENT)**

BETWEEN

TORONTO STAR NEWSPAPERS LIMITED
(hereinafter known as the "Employer")

AND

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL N-1**
(hereinafter known as the "Union")

Dated January 1, 1992 to December 31, 1994.

**Re: REGULAR JOURNEYPerson PRESSMEN
SITUATIONS AT ONE YONGE STREET
PLANT AND PRIORITY SUBSTITUTEES**

Total regular Journeyperson Pressman situations, all shifts combined at One Yonge Street shall be maintained at not less than one hundred and forty-three (143) subject only to the Employer's right to reduce such number of situations as provided in Clause (201-a), or as provided elsewhere in the Main Collective Agreement between the parties.

If the Employer consistently increases the number of daily operating presses above the number of daily operating presses used. in 1986, the Employer agrees that upon request of the Union it will discuss with the Union the need for additional situations and/or additional priority substitutes, but the final decision with respect to adding situations or priority substitutes shall be at the Employer's sole discretion.

The Employer agrees that during the currency of this Collective Agreement it will accept a number of priority substitutes equal at any such time to 15% of the number of regular Journeyperson Pressman situation-holders then being retained at One Yonge Street and to guarantee to make available to each such priority substitute a minimum of three (3) shifts of work per week. It is understood and agreed however that the three (3) shifts of work per week to be made available to each priority substitute may be either at One Yonge Street or at 7271 Weston Road in Vaughan Township.

The Employer agrees that in maintaining 143 regular Journeyperson Pressman situations at One Yonge Street it will replace any regular situation holder who goes onto Long Term Disability with another regular situation holder. In addition the Employer shall have the discretionary right to add a priority substitute in order to maintain the ratio of priority substitutes and regular situation holders as set out herein or, the foregoing paragraph notwithstanding, the Employer may elect not to add a priority substitute and to operate on the basis of a reduced priority substitute ratio with the understanding that the number of priority substitutes retained shall not be reduced by a number greater than the number of priority substitutes

moved up to regular situation status for the purpose of covering Long Term Disability absence. If the Employer elects to replace such a priority substitute with another priority substitute and should the employee on Long Term Disability return to work the regular situation holder with the least amount of seniority will be required to revert to priority substitute status and should this result in the number of priority substitutes exceeding the ratio provided for herein the Employer agrees to retain such excess priority substitute or substitutes so that the ratio is temporarily exceeded. The number of priority substitutes in excess of the ratio may be reduced either by attrition or as a result of a staff reduction as provided for in Article 13 of the Main Collective Agreement or in the Supplemental Agreement thereto Re: The Handling Of Staff Reductions Resulting From Technological Change set out on page 20 of the Agreement. It is understood and agreed, however, that a situation holder added for the purpose of replacing an employee on Long Term Disability may be assigned by the Employer to whatever shift the Employer deems to be appropriate. If the Employer elects to cover such situation it will be offered to employees in order of priority and the replacement situation holder will be assigned to that shift on which an opening remains following completion of priority shift claiming procedures.

Any benefits to which such priority substitutes may be eligible shall be calculated on a proportionate basis relating to the number of shifts worked in a workweek as against the normal five (5) shift workweek in the case of One Yonge Street priority substitutes who work either only day shifts or a combination of day, night and/or lobster shifts, and four (4) shift workweek in the case of newspaper substitutes who work only night shifts, but in no case may a priority substitute receive a benefit greater than that which would be received by a regular situation holder under the same circumstances.

Short Term Disability benefits for such priority substitutes shall be based upon average weekly number of straight time shifts worked in the twelve (12) months immediately preceding absence. Priority substitutes with less than twelve (12) months of service will have Short Term Disability benefits calculated on the basis of the average straight time weekly shifts worked by the two (2) priority substitutes with least seniority who have at least twelve (12) months of service.

Notwithstanding the provisions of Clause (1601), a priority substitute who qualifies under Article 16 for Short Term Disability benefits shall be entitled to Long Term Disability benefits which shall be calculated and payable at the rate of 60% of the Short Term Disability benefits for which such priority substitute shall have been entitled in accordance with the provisions of the foregoing paragraphs.

The Employer's contribution towards the cost of benefits for priority substitutes (to the maximum number provided herein unless this number is exceeded by consent of the Employer) shall be proportionate to the Employer's contribution for regular full-time situation holders, and such proportion shall be calculated in the same manner as for the calculation of the amount of benefits shown above and to the same maximums. The Employer may deduct the full cost of such benefits in advance and shall reimburse the employee the Employer's share of such premium costs the following month.

It is understood and agreed that nothing contained herein limits the number of straight time shifts in any given workweek which may be worked by a priority substitute and to which the Employer is entitled. It is further agreed that any member of the Union agreed by the parties as having priority

APPENDIX A

substitute status with Toronto Star Newspapers Limited shall be subject to scheduling by the Employer with due regard to the terms of Clause (806), and that the Employer shall have first call on the time of such priority substitutes.

All priority substitutes referred to in this letter shall be listed on a common priority list and shall be eligible for consideration for regular situation status in accordance with this list.

TORONTO STAR NEWSPAPERS LIMITED
PER:
PER:

GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL N-1
PER:
PER:

**SUPPLEMENTAL AGREEMENT TO THE
MAIN AGREEMENT
(AND FORMING PART OF THE
MAIN AGREEMENT)**

BETWEEN

TORONTO STAR NEWSPAPERS LIMITED
(hereinafter known as the "Employer")

AND

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL N-1**
(hereinafter known as the "Union")

Dated January 1, 1992 to December 31, 1994.

Covering: **PRESSMEN, PAPERHANDLERS
AND PLATEMAKERS**

It is agreed that the contributions to the International Pension Plan shall be made in accordance with past practice in that no contributions shall be made to the International Pension Plan on behalf of employees absent on Long Term Disability or absent without pay for any reason unless such absence is for the purpose of authorized and agreed upon meetings between the Employer and the Union.

Commencing the first full week following date of signing of this Agreement, when an employee works the equivalent of a straight time workweek, (either 4 or 5 straight time shifts depending on whether the employee is assigned to a four shift or five shift workweek), such employee shall be eligible for the maximum pension contribution provided under the terms of this Collective Agreement.

GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL N-1
PER:
PER:

TORONTO STAR NEWSPAPERS LIMITED
PER:
PER:

Journeyperson Pressmen holding regular situations at One Yonge Street and Rotogravure plants as at July 4, 1977, revised to reflect deletions as at date of signing.

Matthew White (Foreman)
Alistair Angus (Assistant Foreman)
Frank Branton (Assistant Foreman)
Keith Cox (Assistant Foreman)
William Gill (Assistant Foreman)
John Hern (Assistant Foreman)
Robert Hall (Assistant Foreman)
John Robertson (Assistant Foreman)
Andrew T. Scott (Assistant Foreman)

Harold Adams
Hugh T. Armstrong
Allan Bain
Vernon Bainbridge
John Becker
James Brett
William F. Bruce
William Butterfield
Nicola Carella
William Clarke
David Clements
Kenneth F. Collins
Joseph Cormier
Anthony Dance
Lawrence Durno
Richard Evans
Tony Fava
Roderick Forbes
Ronald A. Forrest
David M. Gibson
John Green
Larry Kendall
Gordon R. Klingbell
James Knox
Allan R. Koivu
Dusan Kruzliak
Gordon Laird
Donald W. Latimer
Donald Littleproud
Colin Martin
Leonard Martin

Steven Martin
Kenneth MacDonald
Robert A. McAuley
Frank A. McClosky
Dennis R. McGennis
James N. McIvor
Kenneth Millar
Ronald A. Monk
Fred Moore
Gerald Mossman
George O'Dell
Donald Oliver
William J. O'Shea
Glenn Peck
Paul E. Pinkerton
James E. Potter
Richard Reimer
Dalton Robeson
Anthony H. Rogerson
John Russell
August Sandbergen
Walter Schincariol
William Scullion
John A. Seeman
Donald Taylor
R. Murray Thoms
William R. Vanloon
Manuel Vasconcelos
Douglas L. Wellbanks
Clifford Wilson
Thomas Wilson

APPENDIX B

Paperhandler staff list as at date of signing.

- | | |
|--------------|---------------|
| G. Armstrong | A. Pottie |
| S. Bates | II. Powell |
| C. Bourne | J. Page |
| J. Bradley | II. Renggli |
| G. Clodge | C. Ritz |
| ID. Dunn | I? Rix |
| M. Doyle | M. Ross |
| C. Dimitroff | S. Stenoff |
| D. Farris | R. Urquhart |
| G. Fowler | I. Wallace |
| IS. Huggins | II. Williston |
| E. Kysley | L. Williams |
| J. Lawson | A. Zielinski |
| D. Moore | |
| N. MacLeod | |
| I. McClusky | Apprentices |
| I? Passano | |
| A. Patrick | D. Fadden* |
| R. Peter | C. Goan |
| | G. Gunnis* |
| | II. Holt* |
| | C. Lidster |
| | M. Stenoff* |
| | B. Zappi |
| | J. Zitmanis |

**SUPPLEMENTAL AGREEMENT TO THE
MAIN AGREEMENT
(AND FORMING PART OF THE
MAIN AGREEMENT)**

BETWEEN

TORONTO STAIR NEWSPAPERS LIMITED
(hereinafter known as the "Employer")

AND

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL N-1**
(hereinafter known as the "Union")

Dated January 1, 1992 to December 31, 1994.

Re: REGULAR JOURNEYPerson PRESSMEN

Subject to the conditions hereinafter set out, the Employer is prepared to agree to limit its existing rights with respect to reduction of Pressmen staff by attrition in the following manner:

Subject to its right to reduce staff upon ninety days' notice with dismissal pay as provided in the Main Collective Agreement between the parties dated January 1, 1992 to December 31, 1994 the Employer agrees that for the duration of the Collective Agreement it will maintain a minimum of one hundred and forty-three (143) regular Journeyperson press situations in

its pressroom located at One Yonge Street, Toronto. Replacements to fulfill this number shall be made within thirty days of the occurrence of a vacancy. In the event that the Employer declares a staff reduction it shall be at its sole discretion as to whether or not such staff reduction should be effected by attrition, termination of employment, or a combination of both and under such circumstances the Employer shall not be required to pay dismissal pay except to an employee who in fact loses his/her job as a result of the staff reduction subject to the provisions of Article 1102 of the Main Collective Agreement. Notwithstanding any other provision of the Main Collective Agreement between the parties dated January 1, 1992 to December 31, 1994 no employee aged 65 or more shall be permitted to elect to take the place of a more junior employee named to be dismissed as part of a staff reduction except with the express written consent of the Employer.

Notwithstanding the requirement that vacancy replacement shall be made within thirty (30) days the Employer shall be relieved of this requirement when the vacancy has been brought about as the result of a dismissal of an employee and when such dismissal is grieved shall only be required to fill the vacancy within thirty (30) days following an arbitration decision sustaining the discharge.

TORONTO STAR NEWSPAPERS LIMITED
PER:
PER:

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL N-1**
PER:
PER:

**SUPPLEMENTAL AGREEMENT TO THE
MAIN AGREEMENT
(AND FORMING PART OF THE
MAIN AGREEMENT)**

BETWEEN

TORONTO STAR NEWSPAPERS LIMITED
(hereinafter known as the "Employer")

AND

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL N-1**
(hereinafter known as the "Union")

Dated January 1, 1992 to December 31, 1994.

**REGULAR JOURNEYPerson PAPERHANDLERS
AND PRIORITY SUBSTITUTES**

Total regular Journeyperson Paperhandler situations, all shifts combined, shall be maintained at not less than thirty-four (34) subject only to the Employer's right to reduce such number of situations as provided in Clause (201-a), or as provided elsewhere in the Main Collective Agreement between the parties.

The Employer agrees that during the currency of this Collective Agreement it will accept a number of Paperhandler priority substitutes at the One Yonge Street plant equal at any such time to 10% of the number of regular situation holders

retained at One Yonge Street and to guarantee to make available to each such priority substitute a minimum of three (3) shifts of work per week.

The Employer agrees that in maintaining 34 regular Journeyman Paperhandler situations at One Yonge Street it will replace any regular situation holder who goes onto Long Term Disability with another regular situation holder. In addition the Employer shall have the discretionary right to add a priority substitute in order to maintain the ratio of priority substitutes and regular situation holders as set out herein or, the foregoing paragraph notwithstanding, the Employer may elect not to add a priority substitute and to operate on the basis of a reduced priority substitute ratio with the understanding that the number of priority substitutes retained shall not be reduced by a number greater than the number of priority substitutes moved up to regular situation status for the purpose of covering Long Term Disability absence. If the Employer elects to replace such a priority substitute with another priority substitute and should the employee on Long Term Disability return to work the regular situation holder with the least amount of seniority will be required to revert to priority substitute status and should this result in the number of priority substitutes exceeding the ratio provided for herein the Employer agrees to retain such excess priority substitute or substitutes so that the ratio is temporarily exceeded. The number of priority substitutes in excess of the ratio may be reduced either by attrition or as a result of a staff reduction as provided for in Article 13 of the Main Collective Agreement or in the Supplemental Agreement thereto Re: The Handling Of Staff Reductions Resulting From Technological Change set out on page 20 of the Agreement. It is understood and agreed, however, that a situation holder added for the purpose of replacing an employee on Long Term Disability may be assigned by the Employer to whatever shift the Employer deems to be appropriate. If the Employer elects to cover such situation it will be offered to employees in order of priority and the replacement situation holder will be assigned to that shift on which an opening remains following completion of priority shift claiming procedures.

Any benefits to which such priority substitutes may be eligible shall be calculated on a proportionate basis relating to the number of shifts worked in a workweek as against the normal five (5) shift workweek in the case of One Yonge Street priority substitutes who work either only day shifts or a combination of day, night and/or lobster shifts and newspaper substitutes who work only night shifts, but in no case may a priority substitute receive a benefit greater than that which would be received by a regular situation holder under the same circumstances.

Short Term Disability benefits for such priority substitutes shall be based upon average weekly number of straight time shifts worked in the twelve (12) months immediately preceding absence. Priority substitutes with less than twelve (12) months of service will have Short Term Disability benefits calculated on the basis of the average straight time weekly shifts worked by the two (2) priority substitutes with least seniority who have at least twelve (12) months of service,

Notwithstanding the provisions of Clause (1601), a priority substitute who qualifies under Article 16 for Short Term Disability benefits shall be entitled to Long Term Disability benefits which shall be calculated and payable at the rate of 60% of the Short Term Disability benefits for which such priority substitute shall have been entitled in accordance with the provisions of the foregoing paragraphs.

The Employer's contribution towards the cost of benefits for priority substitutes (to the maximum number provided herein unless this number is exceeded by consent of the Employer), shall be proportionate to the Employer's contribution for regular full-time situation holders, and such proportion shall be calculated in the same manner as for the calculation of the amount of benefits shown above and to the same maximums. The Employer may deduct the full cost of such benefits in advance and shall reimburse the employee the Employer's share of such premium costs the following month.

It is understood and agreed that nothing contained herein limits the number of straight time shifts in any given workweek which may be worked by a priority substitute and to which the Employer is entitled. It is further agreed that any member of the Union agreed by the parties as having priority substitute status with Toronto Star Newspapers Limited, shall be subject to scheduling by the Employer with due regard to the terms of Clause (806), and that the Employer shall have first call on the time of such priority substitutes.

All priority substitutes referred to in this letter shall be listed on a common priority list and shall be eligible for consideration for regular situation status in accordance with this list.

GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL N-1
PER:
PER:

TORONTO STAR NEWSPAPERS LIMITED
PER:
PER:

June 16, 1985

Mr. D. Oliver,
President,
Graphic Communications
International Union, Local N-1,
255 Yorkland Boulevard,
Suite 206,
Willowdale, Ontario, M2J 1S3.

Dear Mr. Oliver:

For purposes of this letter the term personnel file shall be defined as; the file containing an employee's basic employment record, but shall not include confidential medical records maintained by professional staff in the Health Centre or files which are developed in connection with the grievance procedure.

Contingent upon Union agreement that personnel files and information contained therein are the property of the Employer, The Employer agrees that a regular employee shall be permitted to read his/her personnel file contents once a year provided that he/she shall make a written request to this effect to his or her Department Head. The Employer agrees to provide an employee with an opportunity to read his/her personnel file on the Employer's premises and in the presence of a representative of Management within a reasonable period of time following receipt of such written request. An employee shall have the right to have corrected any confirmed error of fact in his or her personnel file.

Yours truly,

Chris J. Davies,
Director,
Industrial Relations.

CJD/kjg

June 10, 1992

Mr. D. Oliver,
President,
Graphic Communications
International Union, Local N-1,
255 Yorkland Boulevard,
Suite 206,
Willowdale, Ontario, M2J 1S3.

Dear Mr. Oliver:

This is to confirm the Employer's agreement to continue its policy with respect to benefit contributions for employees on Long Term Disability during the currency of this Collective Agreement. The Employer's policy now provides for benefit premium costs for employees on Long Term Disability to be shared in the manner set out below:-

	Current Monthly Company Contributions		Current Monthly Employee Contributions	
	Single	Family	Single	Family
Semi-Private	\$ 2.96	\$ 8.34	N/C	N/C
Blue: Cross Extended Health Care	\$23.48	\$75.46	N/C	N/C
Dental	\$29.25	\$61.79	\$7.57	\$18.42

Life Insurance: Premium Waived (Coverage continues at the level of insurance immediately prior to commencement of L.T.D.).

In the event that the premiums described above either increase or decrease the amounts shall be revised to reflect such change but the proportion of benefit premium costs paid by the Employer shall remain the same.

Yours truly,

Chris J. Davies,
Director,
Industrial Relations.

CJD/kjg

**SUPPLEMENTAL AGREEMENT TO THE
MAIN AGREEMENT
(AND FORMING PART OF THE
MAIN AGREEMENT)**

BETWEEN

TORONTO STAR NEWSPAPERS LIMITED
(hereinafter known as the "Employer")

AND

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL N-1**
(hereinafter known as the "Union")

Dated January 1, 1992 to December 31, 1994.

**RE: UNION'S OBLIGATION TO PROVIDE
STRAIGHT TIME COVERAGE FOR PRESSMEN AND
PAPERHANDLERS AT ONE YONGE STREET,
TORONTO**

1. Based upon the number of regular situations on the night shift, the Employer will post a schedule showing the number of persons scheduled to work each night of the week together with the number of persons scheduled off each night of the week.
2. Based upon the number of regular situations on the lobster shift, the Employer will post a schedule showing the number of persons scheduled to work each lobster shift of the week together with the number of persons scheduled off each lobster shift of the week.
3. Based upon the number of regular situations on the day shift, the Employer will post a schedule showing the number of persons scheduled to work each day of the week together with the number of persons scheduled off each day of the week.
4. The Employer shall be entitled to a minimum amount of straight time coverage on the night shift equal to the number of situations regularly assigned to the night shift times four shifts, a minimum amount of straight time coverage on the day shift equal to the number of situations regularly assigned to the day shift times five shifts, a minimum amount of straight time coverage on the lobster shift equal to the number of situations regularly assigned to the lobster shift times four shifts. In addition the Employer shall be entitled to straight time coverage from priority substitutes equal to the number of priority substitutes retained times 4.5 shifts.

5. The Union undertakes to provide competent Journey persons at straight time to cover the number of persons scheduled to work based upon the schedules described in paragraphs 1 through 3 above and will make every reasonable effort to provide additional straight time coverage through the use of priority or pool substitutes if required as a result of extra work or colour requirement.

6. It is understood that in the event the Union is not able to provide straight time coverage through priority or pool substitutes as described in paragraph 5 above and provided the straight time coverage obligations of all priority substitutes have been met, a regular situation holder who works a shift in addition to his/her normal workweek for the purpose of covering a manpower requirement in excess of the scheduled manpower requirement, set out in any of paragraphs 1 - 3 inclusive shall be entitled to compensation at the rate of time-and-one-half the regular straight time rate for the shift notwithstanding any other provision of this Collective Agreement.

7. It is understood and agreed that the terms of the Main Agreement shall be deemed to be modified hereby only to the extent necessary to give effect to the foregoing and are otherwise confirmed.

TORONTO STAR NEWSPAPERS LIMITED
PER:
PER:

GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL N-1
PER:
PER:

SUPPLEMENTAL AGREEMENT TO THE
MAIN AGREEMENT
(AND FORMING PART OF THE
MAIN AGREEMENT)

BETWEEN

TORONTO STAR NEWSPAPERS LIMITED
(hereinafter known as the "Employer")

AND

GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL N-1
(hereinafter known as the "Union")

Dated January 1, 1992 to December 31, 1994.

RE: NIGHT SHIFT MANPOWER ASSIGNMENT

When, at One Yonge Street, Toronto, on any shift, there are 36 or more operating reel stands, a total of nine (9) Paperhandlers shall be assigned (as required by the Foreman) to cover the baler room, platform and reel room. It is understood that under normal circumstances two persons will be assigned to work in the baler room, three persons will be assigned to work on the platform and three persons will be assigned to work in the reel room. The ninth man will be assigned as directed by the Foreman.

Provided press operations at One Yonge Street, Toronto remain at the same level as existed during the life of the Collective Agreement between the parties dated January 1, 1987

to June 30, 1989, the Employer agrees that notwithstanding the above, the number of Paperhandlers assigned to the night shift at One Yonge Street, Toronto shall not be less than the number assigned during the life of that Agreement. This shall not preclude the Employer from assigning a lesser number of Paperhandlers to the night shift at One Yonge Street, Toronto or from implementing a staff reduction in the event that press operations on the night shift at One Yonge Street, Toronto are reduced during the currency of this Agreement from what they were during the Agreement between the parties dated January 1, 1987 to June 30, 1989.

TORONTO STAR
NEWSPAPERS LIMITED
PER:
PER:

GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL N-1
PER:
PER:

SUPPLEMENTAL AGREEMENT TO THE:
MAIN AGREEMENT
(AND FORMING PART OF THE MAIN AGREEMENT)

BETWEEN

TORONTO STAR NEWSPAPERS LIMITED
(hereinafter known as the "Employer")

AND

GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL N-1
(hereinafter known as the "Union")

Dated this _____ day of _____, 1992.

RE: ELIGIBILITY OF PRIORITY SUBSTITUTES FOR SICKNESS BENEFITS IN A WEEK IN WHICH A PRIORITY SUBSTITUTE RETURNS TO WORK DURING A WEEK IN WHICH HE/SHE HAS BEEN OFF SICK

(1) (a) A Priority Substitute who has been absent due to sickness and returns to work during a week in which he/she has been off sick and who is entitled to benefits for absence due to sickness shall be paid such benefits based upon regular straight time day shift rates for those days of sickness for which he/she is contractually eligible to receive such benefits (subject always to the loss of pay for the first shift of absence) but shall be paid at the appropriate straight time rate for any shift he/she actually works within that week, subsequent to his/her return to work.

For the purpose of determining the eligibility of Priority Substitutes to receive sickness benefits, Saturday night for Sunday and Sunday night for Monday shall always be treated as though they were scheduled days off and a Priority Substitute who is absent on such shifts shall not be entitled to have them considered as shifts for which sickness benefits are to be paid or shifts which may be considered as the first day of absence due to sickness.

In the case of a Priority Substitute regularly assigned to cover the day shift, sickness benefit shall be calculated as though he/she were regularly assigned to a Monday to Friday workweek with Saturday and Sunday as his/her scheduled days off

and under no circumstances shall a Saturday or Sunday shift not actually worked be included as a shift of absence due to sickness for purposes of eligibility for sickness benefit nor shall such shift count as a first day of absence due to sickness.

(b) A Priority Substitute, who having been requested to work a shift which would constitute a shift in excess of the normal workweek if he/she were a regular situation holder, is unable to work that shift as a result of sickness or disability shall not be permitted to claim such shift as the first day of absence for purposes of calculating eligibility for absence due to sickness benefits and should such an employee continue absent due to sickness or disability in the subsequent week, such employee shall have his/her benefit reduced by one day's pay in that week.

It is understood and agreed that the terms of the Main Agreement shall be deemed to be modified hereby only to the extent necessary to give effect to the foregoing and are otherwise confirmed.

TORONTO STAR
NEWSPAPER!< LIMITED
PER.:
PER.:

GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL N-1
PER.:
PER.:

SUPPLEMENTAL AGREEMENT TO THE
MAIN AGREEMENT
(AND FORMING PART OF THE MAIN AGREEMENT)

BETWEEN

TORONTO STAR NEWSPAPERS LIMITED
(hereinafter known as the "Employer")

AND

GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL N-1
(hereinafter known as the "Union")

Dated this day of , 1992.

RE: MODIFICATION OF SUPPLEMENTAL LETTERS OF AGREEMENT

RE: REGULAR JOURNEYPerson PRESSMEN SITUATIONS AT ONE YONGE STREET PLANT AND PRIORITY SUBSTITUTES

AND

RE: REGULAR JOURNEYPerson PRESSMEN

AND

RE: REGULAR JOURNEYPerson PAPERHANDLERS AND PRIORITY SUBSTITUTES AT ONE: YONGE STREET PLANT

Each of the three Supplemental Letters of Agreement referred to above stipulates a number of regular Journeyperson situations. Effective as at the date of the execution of this Supple-

mental Agreement, the number of regular situation holders referred to or set out in each of the three Supplemental Letters of Agreement shall be and is hereby deemed to be modified to the number of regular situation holders actually on staff as at that date and, subject to the Employer's option referred to below, is deemed to be modified from time to time thereafter so as to reflect, from time to time, the number of regular situation holders actually on staff and subject to the respective Supplemental Letters of Agreement.

The Employer agrees that if the number of regular situation holders falls below the number deemed by the foregoing to be relevant at any time, the Employer will replace to increase the number of regular situation holders to that number within thirty (30) days of the date upon which the number is reduced, unless the Employer elects otherwise and advises the Union in writing within that period of thirty (30) days that it intends to effect a staff reduction by attrition. The Employer shall be entitled to effect such a staff reduction by not replacing any regular situation holder who has left, quit, died, retired, commenced receipt of Long Term Disability benefits, or who has been voluntarily transferred (including having been promoted to Assistant Foreman, Foreman, Assistant Superintendent or Superintendent), or discharged for cause.

It is understood and agreed that the terms of the Main Agreement and the relevant Supplemental Agreements to the Main Agreement shall be deemed to be modified hereby only to the extent necessary to give effect to the foregoing and are otherwise confirmed and that the Employer's right to reduce staff as provided for in Clause 201(a) of the Main Agreement is in no way restricted or limited hereby.

TORONTO STAR
NEWSPAPERS LIMITED
PER.:
PER.:

GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL N-1
PER.:
PER.:

SUPPLEMENTAL AGREEMENT TO THE
MAIN AGREEMENT
(AND FORMING PART OF THE MAIN AGREEMENT)

BETWEEN

TORONTO STAR NEWSPAPERS LIMITED
(hereinafter known as the "Employer")

AND

GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL N-1
(hereinafter known as the "Union")

Dated at Toronto this day of , 1992.

RE: INTERPRETATION OF UNION'S OBLIGATION TO PROVIDE STRAIGHT TIME COVERAGE FOR PRESSMEN AND PAPERHANDLERS AT ONE: YONGE STREET, TORONTO

For the purpose of determining eligibility for time-and-one-half as set out in paragraph 6 of the Supplemental Agreement between the parties Re: Union's Obligation To Provide

Straight Time Coverage For Pressmen And Paperhandlers At One Yonge Street, Toronto, both parties to this Agreement agree that a normal workweek may include paid time off resulting from absence due to recognized holidays, jury duty, witness duty, bereavement, situation holder's birthday or unpaid time off when the absence is due to official Union business, but under no circumstances shall a normal workweek include absence due to sickness, disability or beg-off. It is further understood and agreed that nothing in this Supplemental Agreement shall be interpreted as providing an opportunity for time-and-one-half shift payments except in accordance with the provisions of the Collective Agreement.

**TORONTO STAR
NEWSPAPERS LIMITED**

PER:
PER:

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL N-1**

PER:
PER:

Mr. Don. Oliver,
President,
Graphic Communications
International Union Local N-1,
165 East Beaver Creek Road,
Unit # 21,
Richmond Hill, Ontario, L4B 1E2.

Dear Don:

This will confirm the understanding reached with respect to the number of straight time shifts which must be provided by Priority Substitutes pursuant to the Supplemental Agreement Re: Union's Obligation To Provide Straight Time Coverage For Pressmen and Paperhandlers At One Yonge Street, Toronto, set out on pages 27 and 28 of the Main Collective Agreement between the parties.

We have agreed that with the exception of absence due to sickness for less than a full workweek the shifts of Priority Substitutes on paid absence such as earned vacations, recognized holidays, bereavement leave, jury or witness duty or sickness for periods of a full workweek when supported by bona fide medical evidence, shall not be included as part of the number of straight time shifts to which the Employer is entitled as provided in paragraph 4. of the Supplemental Letter of Agreement referred to above. It is also understood that if a Priority Substitute takes on the status of a "sub regular" he/she will not be included as part of the formula with respect to straight time shift entitlement.

The manner in which Priority Substitutes shall be paid for shifts worked during a week in which a Priority Substitute returns to work during a week in which he/she has been absent sick for part of a week shall be in accordance with the attached Supplemental Letter of Agreement.

I trust this will resolve all misunderstandings in these regards. It is understood that the Union will supply the pressroom office with a list of any employees who should receive pay adjustments as a result of this clarification.

Yours truly

Chris J. Davies
Director
Industrial Relations

CJD/kjg

c.c. Glenn Peck, Max Repton, Matt White.

**SUPPLEMENTAL AGREEMENT TO THE MAIN
AGREEMENT
(AND FORMING PART OF THE MAIN AGREEMENT)**

BETWEEN

TORONTO STAR NEWSPAPERS LIMITED

AND

**GRAPHIC COMMUNICATIONS INTERNATIONAL
UNION LOCAL N-1**

(Covering Pressroom, Platemaking and Mailing Room
Employees)

RE: RECOGNIZED HOLIDAYS FALLING ON A SATURDAY OR SUNDAY

(1) Regular full-time situation holders who are absent from work and eligible to receive weekly indemnity benefits (including top-up of Workers' Compensation Board payments) during the entire pay week in which a recognized holiday falls on a Saturday or a Sunday (but not in the case of a recognized holiday which falls on any other day of the week) shall receive one shift's pay at the day shift rate for the holiday if:

(a) they were absent from work the day before and the day after the holiday as a result of bona fide illness or injury

and

(b) provided their absence commenced on or after October 1st in respect of the Christmas Day, Boxing Day and New Year's Day holidays and on or after April 1st in respect of the Canada Day holiday.

For purposes of this Agreement, the pay week starts on Sunday and ends on Saturday and the only recognized holidays which have the potential to fall on a Saturday or a Sunday to which this Agreement applies are Canada Day, Christmas Day, Boxing Day and New Year's Day.

(2) Regular full-time situation holders who do not work on the holiday and who are absent from work due to bona fide illness or injury during the pay week in which a recognized holiday falls shall receive pay for the holiday provided they have worked one or more shifts during that pay week.

(3) Any employee who is absent from work and eligible to receive weekly indemnity benefits, Long Term Disability benefits (including top-up of Workers' Compensation Board pay-

m: (s) during the entire pay week in which a recognized holi-
d. alls shall not be entitled to holiday pay in addition to
their weekly indemnity or Long Term Disability benefits
except as provided for in paragraph 1 above.

Dated this day of 1992.

TORONTO STAR
NEWSPAPERS LIMITED
PER:
PER:

GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL N-1
PER:
PER:

Mr. Don Oliver,
President,
Graphic Communications
International Union Local N-1,
165 East Beaver Creek Road,
Unit #21,
Richmond Hill, Ontario, L4B1E2.

Re: New Plant Parking Vaughan Township

Dear Mr. Oliver:

The Star undertakes that there will be no charge for parking at
the new plant.

Yours truly,

Chris J. Davies,
Director,
Industrial Relations.

CJD/kjg

June 6th, 1992

Mr. Don Oliver
President
Graphic Communications International Union
Local N-1
165 East Beaver Creek Road
Unit #21
Richmond Hill, Ontario, L4B 1E2

Dear Mr. Oliver:

The Employer agrees that the Apprentices named on
Schedule "A" below shall be carried at the 90 per cent rate for
the term of the Collective Agreement dated January 1, 1992 to
December 31, 1994, after completing their apprenticeship,
provided no Journeyperson vacancy is available. At the end
of this term they shall be subject to the Employer's option of
continuing or discontinuing their moratorium classification
subject to the provisions of the Collective Agreement.

Yours truly

Chris J. Davies
Director
Industrial Relations

CJD/kjs

SCHEDULE "A"

E. Earls
J. Diamond
T. Vere
C. Tozzi
A. Skotnyk
S. Drane
L. Adams
D. Shaw
R. McInnes
K. Jones
K. Burden
M. Dale
G. Jones
W. Dennison
D. Murphy

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