

**AGREEMENT**

between

**TORONTO STAR NEWSPAPERS LIMITED**

**and**

**COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA, LOCAL 87-M**

**SOUTHERN ONTARIO NEWSPAPER GUILD**

Effective

**January 1, 1995 to December 31, 1997**

**01449 (05)**

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## PREAMBLE

This Agreement is made as of January 1, 1995 between Toronto Star Newspapers Limited, hereinafter known as the Employer, and CEP, Local 87-M, Southern Ontario Newspaper Guild, hereinafter known as the Guild, for itself and on behalf of all employees, with the exception of those excluded in Article 1, in the Finance and Administration Department, in the City and Country Daily and Weekly Circulation Departments, the Advertising Department in Metropolitan Toronto, in the Editorial Department connected with the production or operation of the Toronto Daily **Star**, the Toronto **Star** Syndicate, Wire Photo Service and **Star** Library, in the Delivery-Garage Department, in the Creative Communications Department, in the Public Relations and Promotion Department, in the Newspaper Layout Department, in the Audiotex Department and on behalf of all Porters, Building Cleaners, Elevator Operators and Painters in the employ of the Realty Department.

## ARTICLE 1 • EXCLUSIONS

The following (101 through 112) shall be excluded from the terms of this Agreement.

(101) Temporary employees (as defined in 402), except as provided in 402 and 404.

(102) Sheet Metal Workers, Machinists and Electricians in the Delivery-Garage Department covered by other Unions.

(103) Assistant Building Manager, Supervisors (2).

(104) Circulation Business Director, Circulation Administration Manager, Circulation Training Manager, Circulation Marketing Systems Analyst, Circulation Marketing Sales Analyst, Circulation Manager (2), Traffic Analyst, Home Delivery Manager (2), Circulation Traffic Manager, Distribution Services Manager, Sales Development Manager, Single Copy Analyst, Asst. Circulation Systems Analyst, Asst. Single Copy Manager, Asst Circulation Single Copy Manager, Circulation Sales Manager, Zone Manager (10), Circulation Analyst, Circulation Marketing Systems Manager, Customer Retention Manager, Circulation Manager - Distribution.

(105) Director of Finance & Administration, Controller, Accounting Manager, Assistant Controller (2), Financial Analyst (5), Customer Accounts Manager, Payroll Manager, Assistant Payroll Manager, Manager - Office Administration.

(105-A) Data Processing Manager, Programming Manager, Senior Operations Administrator (2), Intermediate Operations Administrator.

(106) Editor, Assistant Managing Editor (3), Asst Managing Editor - Weekend, Manager Editorial Administration, Ombudsman, Assistant Managing Editor-Design Director, Deputy City Editor (2), Senior Editor (3), Senior Editor - Photography Production and Imaging, Assistant Managing Editor-Special Sections, Foreign Editor, Special Sections Editor, City Editor, Deputy Managing Editor, Senior Editor - Features, Senior Editor-Technology, Editorial Page Editor, National Editor, *At* Director, Manager, Library and Research Services, Assistant Manager-Editorial Administration, Managing Editor, Sunday Editor, *Arts* & Entertainment Editor, Life Editor, Sports Editors, Business Editor and contributors on a freelance or space basis. The term "contributor" shall include writers, photographers, artists or others whose work may

appear in the newspaper(s) or in parts thereof which all include, without limitation, such products as *Star Week* and *City Magazine*.

(107) Manager-Total Market Coverage, Assistant Superintendent of Automotive Transportation, Distribution Manager, Assistant Distribution Manager (2) and Distribution Coordinator (8).

(108) Director of Marketing and Sales, Advertising Director, Director of Advertising, Asst Advertising Director, Advertising Sales Manager -Retail, Advertising Manager - National/Travel, Advertising Manager-Classified Sales, Advertising Service Manager, Group Sales Manager - Automotive, Group Sales Manager - Diversified and Entertainment, Group Sales Manager - National/Travel, Advertising Manager *Star-Week* and Marketing/Planning, Group Sales Manager - *Star-Week*, Asst Manager - Sales Development, Asst Manager - Marketing/Planning, Group Sales Manager - Voluntary Sales, Group Sales Manager - Real Estate and Recruitment, Group Sales Manager - Household/Electronic/Apparel, Group Service Manager, Director of Retail Merchandising, Creative Manager - Special Projects, Advertising Insert Manager, Creative Manager, Communications Manager, Asst Manager - Recruitment, Administration Assistant - Service, Asst Manager - Agencies, Advertising Systems Assistant, Manager - Toronto *Star* Syndicate, Senior Sales Manager, Deputy Advertising Director.

(109) Professional personnel in the Medical Centre.

(110) Director of Communications, Manager-Public Relations, Manager-Promotion and Educational Services,

(111) Newspaper Layout Manager.

(111A) Audiotex Manager, Audiotex Administrative Assistant.

(112) One secretary to each of the following: Editor, Assistant Managing Editor (2), Editorial Page Editor, Saturday Editor, Deputy Managing Editor, Manager Editorial Administration, City Editor, Ombudsman, Sunday Editor, Secretary/Supervisor, Executive Managing Editor, Director of Finance and Administration, Controller, Accounting Manager, Manager Of Financial Planning and Analysis, Manager-Financial Planning, Assistant Building Manager, Director of Communications, Manager of Public Relations, Communications Manager, Newspaper Layout Manager, Asst. Advertising Director, Advertising Manager - *StarWeek* and Marketing/Operations, Advertising Sales Manager - Retail, Advertising Manager - Classified Sales, Advertising Manager - National/Travel/*Star-Week* Sales, Deputy Advertising Director, Circulation Budget Manager, Circulation Administration Manager, Circulation Manager (2), Distribution Service Manager, Home Delivery Manager, Director of Advertising (2), Manager - Toronto *Star* Syndicate

Two secretaries to each of the following: Director of Marketing and Sales, Circulation Business Director.

(113) It is recognized that the Employer shall have the right to change any of the excluded titles contained in this Article. The Employer agrees to provide the Guild with seven (7) days' notice prior to the introduction of any title change relating to the excluded position.

## ARTICLE 2 - GUILD MEMBERSHIP

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(201) All employees in the bargaining unit who were members of the Guild on January 1, 1995, or who join thereafter, shall **as** a condition of continued employment, be required to maintain their membership in good standing in the Guild in accordance with its constitution and by-laws for the duration of the Agreement.

(202) All persons accepting employment in the bargaining unit on or after January 1, 1995, shall become Guild members within twenty days from the date of commencing employment, and shall, **as** a condition of employment, remain Guild members in good standing for the period of this Agreement.

During the first year of this Agreement from January 1, 1995, not more than 10 new employees may be exempted from this provision and not more than 10 new employees may be exempted from this provision during the twelve month period from January 1, 1996 to December 31, 1996, and not more than 10 new employees may be exempted from this provision during the twelve month period from January 1, 1997 to December 31, 1997, provided that such request for exemption be stated in duplicate letters addressed separately to the Employer and to the Guild not later than twenty (20) days after the commencement of employment. Only employees in Group 4 and above in the Editorial Department, Group 2 and above in the Creative Communications Department, Advertising Salespersons and above in the Advertising Department, Group 4 and above in the Finance and Administration Department shall be eligible for exemption.

(203) The Guild agrees that it will admit to membership and retain in membership any employee in the bargaining unit, subject to the constitution of the Communication, Energy and Paperworkers Union of Canada and the by-laws of the CEP, Local 87-M, southern Ontario Newspaper Guild.

## ARTICLE 3 - INFORMATION

(301) The Employer shall furnish to the Guild in writing:

(a) Ninety (90) days prior to expiry of this Agreement the Employer will supply the Guild with complete salary information for each employee in the bargaining unit who has authorized The Star in writing to do so. The Star will co-operate with the Guild in arranging that each employee in the bargaining unit receive an appropriate form of authority. An authorization once signed shall stand until revoked in writing by the employee.

In addition, The Star will provide the Guild with information by groupings of salary levels within the Editorial Department in Group 4 and above, and also information as to the number of people employed in Guild areas by classification showing those in progression; this information shall be supplied ninety (90) days prior to the expiry of this Agreement.

(b) Within fifteen (15) days of commencing employment for any new employee covered by this Agreement, information containing name, sex, date of birth, address, telephone number, date of commencing employment, classification, experience rating and experience anniversary.

(c) Within one (1) month reports of resignations, retirements, deaths, and any other revisions in the data listed

in (301)(b), with effective dates.

Written notice of dismissal or discharge for cause shall be sent to the Guild at the same time as notice is given to the employee.

(d) When a leave of absence under the terms of Article 17 is granted, the Guild will be informed in writing.

(e) On a quarterly basis complete information with respect to hours worked by regular part-time employees.

(302) Any employee transferred to another position shall be informed immediately of the wage group and job classification of the new position, **as well as** his/her experience anniversary therein, and this information will also be sent to the Guild.

When a Guild member is transferred to a position outside of Guild jurisdiction, the Company shall supply the Guild office, within 30 days, the title of the position to which the member is being transferred.

(303) The Employer shall keep a record of all hours of overtime worked. Such record shall be sent to the Guild upon the Guild's request, indicating the time period, the employee group by employee name and payroll number, and whether regular full-time, part-time or temporary. Upon the Guild's request the Employer shall furnish the starting and quitting times of individual employees.

## ARTICLE 4 - PART-TIME, TEMPORARY AND TEMPORARY PART-TIME EMPLOYEES

(401) A part-time employee is one who is hired to work regularly 80 per cent or less of the work week described in Article 8 but in no case shall any part-time ~~shift~~ be less than three (3) hours.

For the purpose of coverage under Clause (402), any part-time employee may be permitted to work up to thirty-five (35) regular straight time hours per week (five (5) shifts of seven (7) hours excluding a lunch period as described in Clause (804)), and any overtime which may be required and authorized, without his or her part-time status being affected, except that to the extent of the additional hours worked by the part-time employee in such circumstances he or she shall not be eligible for benefits provided under the terms of Article 14.

(402) A temporary employee is one who is hired:

(a) To cover a leave of absence for the duration of the leave except that in the case of coverage of leaves of absence of thirty (30) calendar days or more (if required by the Employer) all qualified regular part-time employees shall first be offered such temporary positions as provided in Clause (401); or

(b) To cover an absence due to sickness or disability for the duration of the absence and for up to one week beyond the duration of the absence, provided all qualified regular part-time employees shall first be offered such temporary positions **as** provided in Clause (401); or

(c) To cover vacation absence for a maximum contin

uous period of five (5) months and for not more than six (6) months in total within any calendar year, provided all qualified regular part-time employees have first been offered such temporary positions as provided in Clause (401); or

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(g) The method of selecting part-time employees or coverage under this Clause shall be in accordance with section 1.22 of the Supplemental Agreement re Part-time Employees.

(d) For special project or for a specified time, in either case not to exceed a total of 630 straight time hours within a six (6) month period from date of hire in any calendar year, or a maximum of 140 straight time hours on an intermittent basis in any calendar year, provided all qualified regular part-time employees shall first be offered such temporary positions as provided in Clause (401).

(403) A part-time employee is covered by all provisions of this Agreement, and shall receive proportionately all conditions of this Agreement.

The Guild shall be notified in writing of the nature of such a project and its probable duration prior to the hiring of such a temporary employee.

The proportion shall be based upon the ratio of hours worked by the employee to the regular hours for the same class of work under this Agreement; provided, however, that for the purposes of determining the employee's entitlement to benefits provided for in Article 14, the proportion shall be based on the ratio of hours worked by the employee, exclusive of hours in excess of his or her normal hours worked in accordance with Clauses (401) and (402) (c), to the regular hours for the same class of work under this Agreement.

(e) For the purpose of offering temporary positions to regular part-time employees as required in this Clause (402), it shall be understood that such offer will be made to those employees who work in the location in which coverage is required. For example, in the Circulation Department, this shall mean that in the Sales Division, the Employer's obligation to offer such coverage first to all qualified regular part-time employees shall be limited to an offer to all qualified regular part-time employees employed in the zone office in which the coverage is required or in the case of the Office Division, the Employer's obligation to offer such coverage first to all qualified regular part-time employees shall be limited to an offer to all qualified regular part-time employees employed in the Office Division.

In computing experience for the purpose of regular step-up wage increases, part-time employees shall be credited with one-and-one-half times their actual hours worked, to a maximum of the unit of hours constituting a normal workweek as described in Article 8.

(f) Students hired to participate in any bona fide student training program shall be considered as temporary employees. Duration of employment for students hired as participants in training programs shall be in accordance with those specified in 402 (c) above. It is understood that the Employer's ability to hire students within the framework of a training program is in no way dependent upon regular part-time employees being given the opportunity to work full-time on a temporary basis.

(404) The Employer agrees that a temporary employee shall become a regular employee and will be given credit for temporary employment whenever his or her term of employment exceeds that set out in 402 (a), (b), (c), (d) or (f), unless such term of employment is extended by mutual consent.

(405) The Employer agrees that a part-time or temporary employee shall not be employed if his or her employment would eliminate, displace or prevent the hiring of a regular full-time employee. This restriction shall not apply to part-time employees who held such positions on or before June 17th, 1971, and is to be interpreted and applied recognizing that the efficient operation of certain departments requires the employment of part-time and/or temporary employees.

ARTICLE 5 - CHECK-OFF

It is agreed that the total number of straight-time hours worked by temporary employees hired as vacation replacements under (c) above shall not exceed the total number of hours of vacation absence in each department in any calendar year. For the purpose of this Clause, the term department shall be defined to mean Finance and Administration Department (including Data Processing), Circulation, Editorial, Delivery-Garage, Realty, Advertising, Newspaper Layout Department, Creative Communications and the Public Relations and Promotion Department.

(501) The Employer agrees to deduct from the weekly earnings of each employee covered by the Collective Agreement, an amount equal to the regular union dues (as specified by CEP, Local 87-M, Southern Ontario Newspaper Guild and calculated in accordance with the terms of the Supplemental Letter of Agreement regarding Weekly Dues Check-off) and to remit the total of such deductions by cheque to the Treasurer of the Guild before the end of the month following the month in which deductions are made. The Employer shall, when remitting dues, give the names of the employees from whose pay deductions have been made. Because of the complications and cost involved in making these deductions, it is agreed that the monthly dues schedule shall be as stable as possible, and in any case no more than one change in the amount of the deduction every four (4) months shall be required.

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Hours worked by a part-time employee who works additional hours for the purpose of covering vacations as provided for in Clause (401) shall not be considered in any way to be part of the calculation of total hours worked by temporary employees covering vacation absences.

In this Article the term "regular union dues" shall have the same meaning and limitations as provided for in sub-section 44(2) of the Labour Relations Act, R.S.O. 1990, Chapter L. 2.

Article 1 notwithstanding, temporary employees shall be covered by all provisions of this Agreement except Articles 9, 12, 14, 16 and 17.

In consideration of the Employer's agreement as stated above, the Guild hereby undertakes and agrees to indemnify and save the Employer harmless from and against any and all claims against it for the deduction of regular union dues made and remitted in accordance with the foregoing.

**(502)** In addition to the foregoing, the Employer agrees on the written authorization from each employee, but not otherwise, to deduct general assessments as required by CEP, Local 87-M, Southern Ontario Newspaper Guild and to remit the total of individual deductions by cheque to the Treasurer of the Guild before the end of the month following the month in which the deductions are made. Any such authorization shall be in duplicate and shall be signed by the employee concerned and witnessed. It shall be on a form approved by the Guild and the Employer, and shall take effect not less than fifteen days from the date of signing of this Contract. As with the remittance of regular union dues provided for in Clause (501), the Employer shall, when remitting assessments, give the names of the employees from whose pay deductions have been made.

**(503)** After the signing &te of this Contract, all new employees covered by this Agreement, other than employees exempted under Clause (202) shall, as a condition of employment be required to pay general assessments through the check-off provision of Article 5.

**(504)** The Employer will require of each new employee subject to the condition in Clause (503) that he or she complete an authorization for the check-off of union general assessments as part of the initial employment procedure, and will so advise the Guild at the time when information is supplied as required in Article 3 of the Agreement.

**(505)** Assignment and authorization to check-off Guild general assessments shall be in the form current at the time such authorization was signed and from the effective date of this Agreement shall be in the following form:

TO: Toronto Star Newspapers Limited.

I hereby assign to CEP, Local 87-M, Southern Ontario Newspaper Guild and authorize you to deduct from my weekly pay an amount equal to all general assessments as levied by the Guild for each calendar month following date of this assignment.

I hereby authorize and request you to remit the amount deducted to CEP, Local 87-M, Southern Ontario Newspaper Guild.

This assignment and authorization shall remain in effect until my employment is terminated or I am transferred out of the bargaining unit and I further agree and direct that this assignment and authorization shall be continued automatically for successive periods of collective bargaining agreements between Toronto Star Newspapers Limited and CEP, Local 87-M, Southern Ontario Newspaper Guild, except as provided above.

.....  
Employee's Signature  
.....  
Date  
.....  
Witness

The Employer and the Guild agree that assignments and authorizations in the above form previously signed by employees in the bargaining unit shall continue in full force and effect for &h purposes of this Article.

**ARTICLE 6 - REPRESENTATION AND MEETINGS**

**(601)** The Unit Chairperson or, in his or her place, the Local Representative of the Guild, as the case may be, shall notify the Employer in writing from time to time of the names of the Stewards and Unit Chairperson, the effective dates of their appointment and the names, if any, of those former Stewards and chairperson whom they may be replacing. The number of Stewards recognized by the Employer shall not exceed eighty-five (85) except with the consent of the Employer.

**(602)** When a Steward leaves the premises of the Employer, the Guild may designate an alternate to replace such Steward by notifying the person in charge of the department in which he or she is employed. The names of regularly designated alternates shall also be forwarded to the Director of Industrial Relations.

**(603)** A Steward may, with the consent of his or her Supervisor or Manager, be permitted to leave his or her regular duties for a reasonable length of time for the purpose of investigating and adjusting grievances in accordance with the grievance procedure set out in Article 15.

**(604)** A Supervisor or Manager shall not unreasonably withhold his or her consent from a Steward who has been recognized by the Employer as provided in this Article, to leave his or her regular duties for the purpose of investigating and adjusting grievances in accordance with the grievance procedure set out in Article 15.

**(605)** The Employer agrees to make every effort to schedule any employee who is a member of the Executive Committee of CEP, Local 87-M, Southern Ontario Newspaper Guild to shifts of which the regular quitting time is not later than 6:00 p.m. on those days on which Executive Committee meetings are scheduled and when such employee is required to be in attendance.

**(606)** The Employer and the Guild recognize that meetings between representatives of the respective parties to this Collective Agreement are necessary in order to maintain a proper working relationship between the parties. It is recognized that meetings normally fall into three categories as follows:

- (a) Informational meetings.
- (b) Meetings related to the resolution of grievances.
- (c) Meetings related to the negotiation of Collective Agreements.

Meetings specified in (a) above may be held at the request of either party between the Director of Industrial Relations and any other representative of the Employer designated by him or her, and up to three (3) employee representatives of the Guild unit. The Local President and the Local Representative of the Guild may also attend such meetings. Agreement to meet shall not be unreasonably withheld by either party.

Meetings specified in (b) above shall be governed by the provisions of Article 15.

With regard to meetings specified in (c) above, the Employer agrees to recognize a bargaining committee appointed by the Guild to a maximum of eight (8) employee members. The Employer further agrees to meet with such Guild Bargaining Committee within the period of time specified in the Ontario

Labour Relations Act, or **as** may be specified in Article 22, for the purpose of negotiation of Collective Agreements.

Whenever possible, the party requesting a meeting as provided in (a) or (c) above shall provide the other with an agenda containing those items to be discussed at least two **(2)** days in advance of the meeting.

For the purpose of meetings specified in (a), (b) or (c) above, the Employer shall arrange for permission to attend for the employees concerned; but these meetings must be held at a time convenient to the Employer to avoid unreasonable disturbance to the business.

When these meetings are scheduled to take place in normal straight time hours of employees required to attend such meetings under the provisions of (a), (b) or (c) above, the Employer agrees that normal straight time pay shall not be reduced for such employees as a result of such meetings. It is agreed that such meetings include any which may be called by an appointed Conciliation or Mediation Officer.

**(607)** Without the written consent of the Employer, the Guild shall not hold Guild elections on company premises nor promote Guild activities of any kind on company time, other than the collection of monthly dues.

## ARTICLE 7 GENERAL WAGE PROVISIONS

**(701)** In the application of the following schedule of salaries to new employees, experience shall include all employment in comparable work. The Employer has the right to validate any experience claim. Employees shall be confirmed as to job title and experience rating by mutual agreement between the Guild and the Employer, such title and rating to date from date of employment. Every reasonable effort will be made by the Guild to confirm the experience rating of new employees within 30 days after receipt of the listing provided in Article 3.

**(702)** Except as provided in Articles 9 and 16, and except when an employee is demoted at his or her request with the consent of the Employer, there shall be no reduction in salaries during the life of this Agreement.

It is agreed, however, that an employee who is demoted for any reason other than those set out in paragraph 1 of this Clause shall not receive wage increases until such time as the rate of the job in the lower classification catches up to the rate earned by the employee prior to demotion, and this paragraph shall not be deemed to be a reduction in salary according to the provisions of paragraph 1 of this Clause.

**(703)** For absences authorized and paid by the Employer, including vacations, recognized holidays and sick leave, there shall be no deduction of night differential, provided that the employee would have received the night differential if the employee had been working.

**(704)** The minimum wages established herein are minimums only. Both parties agree that employees may bargain individually for extra or premium rates above each contract minimum provided in this Agreement as compensation for special industry, efficiency or responsibility.

**(704-A)** The following general increases shall apply to all

employees shown in Article 10 of the Collective Agreement dated January 1, 1995 to December 31, 1997 as at December 31, 1994:

Effective January 1, 1995, no increase.

Effective January 1, 1996, 1.5% on all contract base rates as shown in Article 10.

Effective January 1, 1997, 2% on all contract base rates as shown in Article 10.

Summer vacation replacements shall not be entitled to rates in excess of the starting rates provided in Article 10.

**(705)** An employee whose working schedule requires him or her to work before 6:00 a.m. or after 6:00 p.m. in the case of Editorial (except Sports and Entertainment Reporters), Finance and Administration, Circulation, Advertising, Newspaper Layout and Realty Departments (except Cleaners), and before 7:00 a.m. or after 7:00 p.m. in the Delivery-Garage, Public Relations and Promotion and Creative Communications Departments, shall be paid 10% more than his or her straight-time rate for each shift so worked to a maximum of \$13.00 per shift. 44-45/201300

**(706)** With the exception of regularly designated assistants when they carry on the duties of their chiefs, an employee shall receive the rate of pay of the higher classification, which shall not be less than two dollars (\$2.00) per shift, for those shifts in which the employee actually performs work for the Employer in the higher classification when the employee works in such higher classification for a period of three and one half hours or more during the regular hours of a normal working shift as defined in Clause (801).

The sole exception to paragraph one of this Clause is that an employee working in a higher classification shall be paid the rate of the higher classification for a recognized holiday shift in which the employee does not actually perform work, provided that the employee has actually performed work in the higher classification for his/her ten (10) consecutive regularly scheduled shifts immediately preceding the recognized holiday and for his/her ten (10) consecutive regularly scheduled shifts immediately after the recognized holiday.

It is understood that the Employer shall notify the employee of the classification in which he or she is to work.

**(707)** Any dollar differential above the minimums shall be maintained only when an employee is advanced through the operation of the experience progression schedule until the top minimum is reached. The differential shall not necessarily carry forward to the next higher classification, and shall be defined as the difference between the employee's salary, and the minimum to which the employee is entitled by the experience. Any employee below the top minimum for his or her classification shall receive, except after promotion, the regular step-up increases on the pay day following the anniversary date of his or her experiencing in that classification which may precede his or her employment date in that classification.

**(708)** Porters and Painters on the Realty staff working in the Mechanical Department as distinct from the general or tower offices, or working anywhere on maintenance of venetian blinds, plumbing repairs (but not work such as oil-wiping fixtures and piping), linoleum laying, wall washing or night watchman services shall be paid a job differential of 5 per



cent the time so worked.

**(709)** Designated Reporter-Photographers shall be paid 10% above the Group 3 minimum to which the employee's experience entitles him or her.

**(710)** In recognition of night split shift work required of Sports and Entertainment Reporters, a 10% differential will be paid over the basic scale except in cases where an employee is regularly scheduled to either the day or night shift. Employees assigned to these departments following date of signing of this Agreement may be assigned either on a split shift basis in which case they will receive the differential as described herein, or they may be assigned on a regular day or night shift basis. If assigned to the day shift, no differential shall apply. If assigned to the night shift, night shift differential shall apply.

**(711)** An employee in the bargaining unit need not accept a temporary assignment to a job outside the bargaining unit. If such an assignment is accepted, all the provisions of this Agreement shall continue to be applied during the period of such temporary assignment. With the exception of regularly designated assistants when they carry on the duties of their chiefs who are excluded from the bargaining unit, an employee being paid at a minimum contract rate shall receive a rate of pay 15 percent higher than the basic scale for the employee's regular classification or, in the case of an employee being paid at a premium rate, ten percent higher than actual salary, whichever percentage produces the higher rate of pay for each full shift so worked.

### ARTICLE 8 HOURS OF WORK

**(801)** The normal working shifts for employees in the Advertising, Finance and Administration, Circulation, Editorial (except Sports and Entertainment writers), Delivery-Garage, Public Relations and Promotion, Creative Communications, Realty, Newspaper Layout and Audiotex Departments shall consist of 7 hours falling within 8 consecutive hours within one 24-hour period. The normal workweek for these departments consists of five days (35 hours). Employees assigned to the Sports and Entertainment Departments may be required to split their work shifts. The number of work days, the length of the work day and the number of hours in the workweek shall be the same for employees in the Sports and Entertainment Departments as for other Editorial employees.

**(802)** The Employer shall designate the time for all employees to report for work (but not necessarily the same time for each employee on each shift), provided that such time shall be as uniform as possible on each day or night. At least one week's notice of any change shall be given by the Employer in the case of an employee changing between day and night shifts; provided that one day's notice for coverage in the case of resignation, suspension, illness, or voluntary absence will be sufficient. Due notice on the previous day of any change of one hour or less in the hours of beginning work shall be given; and at least 24 hours' notice shall be given in the case of an employee changing his or her starting time by more than one hour from his or her established starting time. An employee shall not be scheduled to begin a shift earlier than 10 hours after the end of his or her last scheduled shift. Schedules for shift starting times shall be posted at the same time as schedules for days off.

For the purposes of the foregoing:

- (i) seven (7) calendar days' notice shall constitute "one week's notice";
- (ii) twenty-four (24) hours' notice shall constitute "one day's notice"; and
- (iii) where the starting times or shifts of

(a) all of the employees in one of the Employer's facilities or operations;

(b) all of the employees in a classification or group of classifications in such facility or operation; or

(c) all of the employees in the facility or operation who are in the same classification or group of classifications and are on the same shifts are to be changed, the notice required hereby shall be sufficiently given if a written notice identifying the employees affected by name, classification group or shift or any combination thereof is posted in the facility or operation involved in a place where it is likely to come to the attention of those who are in or will attend at that facility.

Where the Employer fails to give the required notice in a change in starting time in excess of one hour, then the employee shall be paid an additional one half day's pay at straight time in addition to payment for actual hours worked. In the case of changes in starting time of one hour or less without due notice the employee shall be paid an additional two (2) hours' pay at straight time in addition to payment for actual hours worked.

The foregoing shall apply in circumstances of the Employer's requiring an employee to work a normal shift (as defined in Clause (801)) on a different shift or commencing at a different starting time. In the event that the Employer requires an employee to perform additional work before his/her anticipated shift starting time and then to work a normal shift as scheduled, the foregoing shall not apply. In those circumstances, provided that the employee works the additional hours as well as the full scheduled shift he/she shall be compensated for the additional pre-shift hours worked as overtime in accordance with Clause (804) (a) and paid at his/her regular straight-time hourly rate for work performed on his/her normal shift.

In the Delivery-Garage Department, although it is impractical to assign types of work by length of service, length of continuous service with the Employer will be recognized in the choice of day or night shifts. Whenever possible, the Employer shall accede to an employee's request for a change in shift or to another assignment, if an opening exists and if the employee is capable of doing the assignment satisfactorily.

Note:

1. An opening is brought about through the creation of an additional position or through resignation, dismissal, retirement or death.
2. It is expected that a lunch period for country Drivers may be taken before the loading of their trucks or after their last bundle has been delivered on the route.

**(803)** All working shifts exclude a lunch period between 30

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and 60 minutes, duration to be designated by the Employer. The time of meal periods shall also be designated by the Employer having regard to the regular work schedule, but meal periods shall not start earlier than two hours after the commencement of a shift nor later than five hours from the commencement of a shift, except that lunch time if authorized and worked will be paid for at the overtime rate.

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**(804)(a)** Except as provided elsewhere in this Agreement, all time required and authorized by the Employer in excess of the unit of hours constituting a work shift or a workweek, and shifts worked until the proper notice has been given for a change in shifts in Clause (802) shall be considered overtime and shall be paid at the rate of time and one-half of the regular straight time hourly rate with the exception of pre and post shift overtime worked (in quarter-hour units) which shall be paid at the rate of time and one-half of the regular straight time hourly rate for the first two-and-one-half hours of overtime worked and double time thereafter. Subject to legality and to conditions set out hereinafter, employees may elect to be compensated for authorized overtime worked either in cash or in time off, in either case to be calculated at the appropriate contract rate for the overtime worked. When an employee requests to be compensated for overtime worked in time off, such time off must be arranged at a time which is agreeable to both the Employer and the employee within three (3) calendar months following the date upon which the overtime claim was filed. If it is not possible to arrange such time off at the mutual convenience of the Employer and the employee within the aforementioned three (3) calendar month period, the employee shall be compensated for the overtime worked in cash. Any night and any job differential shall be included in the computation of overtime. The Employer will endeavour, as far as possible, to rotate the opportunity of overtime in a fair and impartial manner.

The past practice of the Employer in offering overtime to full-time employees in the Delivery-Garage and the past practice of assigning overtime to Helper/Loaders shall be continued until such time as such classifications become redundant as a result of contracting out and/or technological change.

**(b)** Columnists engaged in their normal duties in that capacity shall be exempt from all overtime provisions. Staff members on out-of-town assignments who are not required to meet deadlines shall be exempt from all overtime provisions unless specifically authorized or when circumstances have been encountered in the course of assignments which prevented obtaining of authorization.

**(c)** Advertising Salespersons shall be exempt from all overtime provisions except that equivalent time off will be granted to such members of the staff who work more than five shifts in a calendar week.

**(805)** In the operation of the workweek the Employer shall designate the time off for each member of the staff, and may rotate weekends. Schedules for days off shall be posted at least four weeks in advance of the week to which they apply. In any two consecutive pay week period employees shall not be scheduled to work normal working shifts as defined in Clause (801) for more than six (6) consecutive calendar days except with the consent of the Employer and the employee.

For the purpose of calculating compensation of any kind as may be applicable (e.g. overtime or recognized holiday pay), Sunday shall be treated no differently than any other day of the week.

**(806)** It is agreed that the Employer may operate the business six or seven days per week. It is not possible in some departments to postpone work from one day to another; and thus it is agreed that with the Garage, Truck Driver, and Helper/Loader staffs all regular positions must normally be filled each working day; therefore, acceptable regular employees may be required to fill such regular positions if the Employer desires, working additional shifts to cover absences, such as voluntary absences and vacations. If and when required by the Employer, coverage by regular employees for sickness, suspensions, accidents, vacations and extra work on additional shifts will be paid at overtime rates.

In the Delivery-Garage department, voluntary absence shall be defined as (a) absence with permission, such as absence for personal reasons and (b) failure to report for work without notification, or reporting for work or calling in too late to meet an assignment and too late for re-assignment. When voluntary absence is covered by calling in a full-time employee on his or her day off, payment shall be at the overtime rate.

If the Employer has been required to cover such absence at the overtime rate, then the employee absent may be required to make up such shift or shifts lost by working the same number of days off at straight time within the following three (3) calendar months.

It is understood that bereavement leave shall not be considered as a voluntary absence in the interpretation of this Clause.

Nothing contained herein shall be deemed to preclude the Employer's right to discipline for unexcused absence,

When it has been possible to re-assign an employee to a later starting time in accordance with the provisions of this clause, this shall in no way be considered a change in starting time without proper notice as described in Clause (802), with regard to the employee re-assigned. If the Employer has been required to pay a penalty for a change in starting time in accordance with Clause (802) to an employee covering a missed assignment, the employee who reported late for work may be required to make up such penalty by working additional hours at straight time. When an earlier starting time is agreed to by mutual consent involving an employee on the premises (as distinguished from a change in starting time required by the Employer), then no penalty shall accrue to the Employer.

**(807)** Fifteen-minute relief periods are at the discretion of the Employer.

**(808)** Except as provided in Clause (806), a full-time employee called to work on an off day shall receive overtime with a minimum of one shift at straight time for working two-thirds of the length of the shift if required, in addition to regular weekly salary, provided that the provisions of the work-week are fulfilled, and that the employee, except for his or her own sickness, works an extra shift in the pay week.

A part-time employee called to work on a shift in addition to the number of shifts constituting a normal workweek (when such additional shift is within the same calendar week), as described in Clause (801), shall be paid at overtime rates for hours worked with a minimum guarantee of one-half day's pay, for which he or she will give equivalent service if required at that time.

In the event the part-time employee in question has worked

the hours of a normal workweek, as described in Clause (801), and such employee is then called to work an additional shift within that calendar week, then the minimum guarantee shall be two-thirds of a normal shift, as described in Clause (801), to be paid at overtime rates.

(809) Each employee is entitled to at least one ten-hour interval in every twenty-four hour period; provided that the full shift following the interval (if required by the Employer) shall be worked at straight time in spite of a later starting time.

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(810) Any employee called back to work after his or her regular working shift shall not be paid for time travelling to and from work; but the employee will be guaranteed a minimum of five hours' pay at the overtime rate for which he or she will give equivalent service if required at that time.

(811) It is mutually agreed that, at the discretion of the Employer, some Helper-Loaders may leave their trucks on the last return trip to the Garage as a convenience in reaching home; if so, such Helper-Loaders shall give to the Employer and/or to the Driver (as arranged by the Employer) the time at which they leave the truck and thus finish their shift.

(812) When an employee in the Delivery-Garage Department is unable to return to Toronto due to a mechanical breakdown, weather or any other cause beyond his or her control, and is required to stay overnight, he or she shall be entitled to a 10-hour interval before resuming work. Work on the following day outside of scheduled hours shall be paid at the overtime rate.

(813) Expenses, differential and/or overtime claims must be filed within two (2) weeks of the completion of the assignment during which they were incurred, unless unavoidably delayed.

(814) The Employer shall not rely solely on computer time clocks or other electronic monitoring devices to assess performance or to record hours of work of employees.

## ARTICLE 9 PROMOTION and TRANSFER

(901) A vacancy occurs when an employee resigns, retires, dies, is promoted, transferred to another classification and/or department, is dismissed, when an additional employee is to be hired, or when a new position in the bargaining unit is established.

(902) Except for interim coverage or to meet the accommodation requirements of the laws of the Province of Ontario the Employer shall, if desirous of filling a vacancy, proceed in the manner outlined herein:

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(a) The Employer shall post notice of the vacancy on the Employee Relations Department's job vacancy boards and on the bulletin boards in all Departments and Zones and shall send a copy to the Guild. The Employer agrees to receive for seven (7) working days from the date of posting notice written applications from employees. For purposes of this Clause only, Saturdays and Sundays shall not be considered as working days. Employees who wish to be considered for vacancies in specific classifications or for promotion or transfer may file standing applications with the Employee Relations Department and their departmental Managers. In all classifications except

Senior Programmer (Finance and Administration Group 1); Editorial Cartoonist (Editorial Group 1); Columnist (Editorial Group 2); Artist (Editorial Group 3); Copy Editor (Editorial Group 2A); Art Director (Creative Communications Group 1); Audiotex Co-ordinator (Audiotex Group 1), the Employer will be precluded from seeking suitable candidates from outside the Company until first consideration has been given to employees who have applied pursuant to the procedure outlined herein. It is understood and agreed that it is the intent of this Clause to encourage the promotion of employees from inside the Company and to continue the Company's policy of promotion from within whenever suitable candidates for such promotion are available. Any employee who has applied to fill a vacancy in accordance with the terms of this Clause and who can demonstrate that he or she has the minimum educational skills or experience requirements stated on the job posting shall be entitled to an interview but the Employer shall not be required to interview an applicant more than once within a twelve (12) month period, when that applicant applies for the same job more than once within that time period, unless the applicant can provide evidence in writing which demonstrates that his or her qualifications for the job have improved significantly by virtue of specialized training and/or education. Interviews will be conducted by representatives of the Employer designated by the Employer.

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(b) A candidate for a trial period shall be selected on the basis of qualifications and abilities, including, without limitation, type of experience, educational qualifications, training, individual abilities, reliability and attendance. If, in the opinion of the Employer, two or more candidates for a trial period are capable of performing the work of the higher classification satisfactorily and are relatively equal in respect of their qualifications and abilities, then length of service will be the controlling factor in selecting the candidate for the trial period. If the candidate selected proves himself or herself suitable, able and competent to perform the duties of the higher classification and satisfactorily completes a trial period as specified in Clause (907), he or she shall then be confirmed as a regular employee in that job.

(c) An employee upon request will be given the opportunity to discuss with his or her Department Head the reasons why his or her application for a vacancy was declined. Upon written request such employee will be provided with a written confirmation of the reasons why his or her application was declined. Employees whose applications are declined are encouraged to seek counselling from the Personnel Department as to what steps they should take for the purpose of enhancing their qualifications for future job opportunities within the Company.

(d) During a trial period and at any time prior to confirmation pursuant to Clause (902) (b), an employee may return to his or her former job and salary if he or she so desires or may be returned thereto if the Employer determines that the employee is not performing the duties of the higher classification satisfactorily or is not suitable, able, or competent to perform such duties. In either event, other employees who have been promoted as a direct result of the promotion which

the employee had accepted may be relocated in equivalent positions or be returned to their former jobs and salaries. The last person employed as a result of the promotion may be dismissed if other suitable employment cannot be found.

(e) An employee who seeks transfer to a specific Circulation zone or district may submit a standing letter of application. When a vacancy occurs which is to be filled by hiring a new employee or when the Employer is planning employee transfers in general, the Employer agrees to give serious consideration to standing transfer requests prior to determining the zone and district location in which the new employee(s) is to work or to which existing employees are to be transferred. Circulation Department employees shall not be transferred from one district to another for disciplinary purposes.

(f) In the event the Employer has not filled a posted position within six (6) months from date of posting and if the Employer still intends to fill said position, the position shall be re-posted.

(903) In the event that a promoted employee:

(a) elects to terminate his or her trial period, or

(b) at any time during the trial period or following promotion to and confirmation in a higher classification, is found not to be suitable, able or competent to perform the duties of the higher classification or fails to perform such duties to the satisfaction of the Employer, and is returned to his or her former job and salary, such return shall be confirmed without prejudice to the employee's future promotion opportunities; provided, however, that any application by such employee for promotion to the same higher classification made within nine (9) months of the date of his or her return to the former job need not be considered by the Employer.

An employee returned to his or her former position in accordance with the terms of this clause shall receive full credit for the time he or she would have worked in the lower classification but for promotion to the higher classification.

The Employer acknowledges that the return of a promoted employee to his or her former classification in accordance with the foregoing may, if disputed by the employee, constitute the proper subject of a grievance under this Agreement.

An employee who has been confirmed by the Employer in a higher classification shall not, without his or her consent, be demoted therefrom solely on the basis of his or her physical inability to perform the duties of the higher classification to the satisfaction of the Employer where the employee is or was entitled by reason of such disability to compensation in accordance with the terms and conditions specified in Clause (1405) of this Agreement.

(904) (a) Except as may be required by Article 16 or to meet the accommodation requirements of the laws of the Province of Ontario or as specified hereinafter or elsewhere in this Agreement, employees shall have the right to refuse promotion or transfer to another classification or to a type of work not covered by their classification and/or Department without prejudicing their position.

(b) Employees working in classifications covering geographic and/or clerical functions shall be subject to transfer to other classifications of a similar nature within the Department in which they work. Such a transfer shall not involve any reduction in rate or level of benefits. The question of whether such a transfer is between classifications of a similar nature and/or is reasonable shall be subject to the grievance procedure as specified in Article 15. As an alternative to the acceptance of a transfer under this Section, an employee may elect to resign with termination pay in accordance with the terms of Clause (1201)(a).

(c) In the event of reorganization requiring transfers to other job classifications other than those referred to in Clause 904 (b) above, the transferability of employees shall be a matter for discussion with the Guild but should no agreement be reached, the matter may be referred to a Board of Arbitration as provided for in Article 15 as to whether the proposed transfers are reasonable in the circumstances. Such transfers may not be implemented unless authorized as a result of discussions between the parties to this Agreement or by arbitration decision or by the consent of the employee or employees concerned.

(905) An employee promoted to a higher classification shall be classified therein so as to receive at least the salary rate to match the salary in that classification next above that received in the lower classification; provided that his or her increase shall be to the rate which provides an increase which is not less than ten dollars (\$10.00) per week except in the case of promotions which are to the top rate in the higher classification in which case the rate to be paid shall be the top rate of the higher classification. Notwithstanding anything stated herein however, no promotional increase shall result in an employee's basic rate of pay exceeding the fully qualified straight time rate for the classification and provided further that at no time during his or her progress through the steps in the higher classification shall his or her salary be lower than it would have been through progress in the lower classification. Further step-up increases in the new classification shall be paid starting with the pay day next after the anniversary of employment in that higher classification.

(906) Any employee in the Editorial Department above and including Group 3A may be transferred from one office and/or bureau to another office and/or bureau. If the location of the office or a bureau to which the employee is transferred is more than thirty-two (32) miles from the office or a bureau from which the employee was transferred, the employee shall be entitled to at least three months' notice (which notice may be waived by the employee) along with a payment of reasonable moving expenses for the employee and his or her family provided that a change in residence is reasonably required as a result of the transfer. Any disagreement as to whether or not a change of residence is reasonably required under these circumstances may be submitted to arbitration under the terms of Article 15.

Except as provided hereinafter, an employee in any other Department may be transferred to and from Metropolitan Toronto with his or her consent with three months' notice and by payment of all reasonable moving expenses for the employee and his or her family if a change of residence is reasonably required as a result of the transfer. However it is agreed that the Employer shall not be precluded from implementing a staff reduction by virtue of the refusal of an employee to transfer either to or from Metropolitan Toronto. When the Employer finds that it must transfer an employee to or from Metropolitan Toronto in order to effect the staff

reduced it requires, the employee named to be transferred shall not be permitted to refuse the transfer which shall be subject to the notice and moving expense provisions set out in this paragraph but the amount of notice may be waived or reduced with the consent of the employee except that the employee named to be transferred may elect to resign with staff reduction termination benefits as set out in Clause (1201) (b) as an alternative to acceptance of the transfer.

**(907)** An employee who is promoted or transferred to a higher classification in accordance with Article 9 shall be confirmed in that classification not later than three months after commencing work therein, except that employees in Finance and Administration Groups 1, 2, 3, 3(A), 3(B), 3(C), 3(D), 3(E) and 4, Data Processing Groups 1, 2 and 3, Circulation Sales Division Groups A, B and C, Circulation Office Division Groups 1, 1(A) and 1(B), Editorial Groups 1, 1(A), 2, 2(A), 3 and 3(A), Newspaper Layout Department Group 1, Advertising Groups 1, 2, 3, 3(A), 3(C), 4 and 5, Creative Communications Groups 1, 1(A), 2, 3 and 4, Public Relations and Promotion Groups 1 and 2 and Audiotex Group 1, shall be confirmed not later than six (6) months after commencing work in these classifications. The above limits may be extended or waived by mutual agreement with the Employer, the employee and the Guild.

The Guild agrees that any extension of trial period required by the Employer as a result of absence or disability during the trial period will be granted automatically upon request of the Employer in writing.

The automatic approval of such trial period extensions shall not apply to extensions designed to provide a longer trial period than that which would have taken place had no absence or disability occurred.

It is understood that previous experience will be taken into consideration and may affect the length of the trial period when an employee has embarked upon a trial period for a posted vacancy.

The terms of this Clause shall not apply to employees working in a higher classification for the purpose of covering an authorized leave of absence or absence due to sickness, except that employees covering such absences shall be confirmed in the higher classification in accordance with the trial period provisions specified in this Clause where the absent employee terminates his or her employment, with the exception of employees in Finance and Administration Groups 1, 2, and 3, Data Processing Groups 1, 2 and 3, Editorial Groups 1, 2 and 2(A), Creative Communications Group 1, Public Relations and Promotion Group 1 and Audiotex Group 1. For these designated exceptions, the Employer shall (within thirty (30) days of the date of receipt by the Employer of notification that the employee whose job is being covered is not returning to work) either confirm the employee covering the absence in his or her new position or return the employee to his or her previous job, in which case such employee shall be given service credit for time worked in the higher classification.

**(908)** Vacant Driver runs -- The Employer shall follow the procedure set out below for Driver assignments:

With the exception of runs within Metro Toronto, defined as Mississauga eastern town line on the west, Steeles Avenue on the north, Pickering western town line on the east, and Lake Ontario on the south, when a run or group of runs is vacant, the opening shall be posted and Drivers may bid for such runs. The most senior applicant shall receive the assignment con-

cerned, except that no Driver may apply for any such opening within one year of having been assigned to a different run as a result of this procedure, and providing that the employee is capable of carrying out the assignment to the satisfaction of the Employer.

All runs outside Metropolitan Toronto as defined herein shall be posted for the purpose of bidding in the manner described herein at least once in each calendar year or as often as may be required for the purpose of filling such a run which has become vacant, subject only to the Employer's right to fill such runs on a temporary basis pending the appointment of a Driver selected through the bidding system. An employee who does not have a valid and appropriate licence to operate the kind of vehicle used on a specific bid run shall automatically be precluded from bidding on such run.

In the event that the most senior applicant for a run outside Metro Toronto as defined herein is rejected by the Employer because in the Employer's view that employee is not capable of carrying out the assignment to its satisfaction and should this decision be made the subject of a grievance, the parties shall endeavour to resolve the matter through negotiation. Should this fail to resolve the grievance the matter may be submitted to a special arbitration process in the following manner:

(i) The grieving party shall advise the other party in writing of its intention to process its grievance to arbitration should all efforts to resolve the grievance as described in (908) above fail to resolve the matter.

(ii) Both parties agree that Maureen Saltman (or some other mutually acceptable Arbitrator in the event Ms. Saltman is unable to act) shall be appointed to act as Sole Arbitrator with regard to any disputes over filling openings in connection with bid runs as defined in this Clause.

(iii) The parties shall have fifteen (15) calendar days from the date upon which the grievance is received in which to submit to the Sole Arbitrator a written brief in support of its position as to why the applicant should be confirmed or rejected.

(iv) The Arbitrator shall render her decision in writing within a further fifteen (15) calendar day period but on no account shall reasons be given for the decision and her award shall state only whether the grievance succeeds or fails.

(v) The decision of the Arbitrator shall be final and binding upon both parties.

(vi) Should the Employer find it necessary to remove a Driver from a bid run such decision may be made the subject of the grievance procedure as set out in Article 15 and shall not be dealt with by means of the special arbitration process described in this Clause.

(vii) A grievance with respect to the filling of a bid run opening as defined in this Clause shall in no way preclude the Employer from covering the run according to its decision pending the outcome of the grievance and/or arbitration process.

The names of Drivers who are assigned to premium Driver duties as specified in Article 10 under "Delivery-Garage" shall be posted.

Without prejudice to the Employer's right to change runs, the Employer agrees to make every reasonable effort to accommodate Drivers with fifteen (15) years or more of continuous service as to their choice of city runs. Should the Employer, however, change a run or group of runs which have been assigned under the provisions of this Subclause, then the Employer shall, if requested, discuss the change with the Driver or Drivers involved within forty-eight (48) hours of the change. Such discussion shall not be required in the case of changes of runs for one shift.

For purposes of this Agreement, suburban routes are considered to be those falling outside Metro Toronto but within the Census Metropolitan Areas (as defined in the Federal Census of June, 1971).

Country routes will be considered and referred to as Provincial routes and are those routes outside the Census Metropolitan Area as defined herein.

When additional country and/or suburban routes are put on to meet additional work requirements, and where no regular Driver has been assigned to such routes, the Employer shall assign Drivers as required. Under these circumstances, when available, regular Drivers with experience on the routes in question shall be used rather than part-time or temporary Drivers.

(909) Whenever permanent changes in Circulation delivery route assignments or the introduction of major new methods to transport newspapers are to be made, the Guild shall be notified in advance and the Employer agrees to meet with the Guild if requested, to discuss the proposed changes.

(910) No employee shall be employed in the Washrack Service Helper, Greaserack Service Helper or Tire Service Helper classifications unless the respective positions of Washrack Driver, Greaserack Driver and Tire Person classifications are filled.

**ARTICLE 10  
SALARIES**

(1001) The following weekly salaries shall be in effect during the period of this Agreement. A weekly salary shall be defined as the minimum rate of pay for a normal workweek as 1 in Clause (801).

**FINANCE AND ADMINISTRATION**

**Group 1** Group Supervisor, Senior Supervisor, Supervisor of the following Divisions: General Accounting, Internal Audit, Purchasing, Postal and Messenger Services, Cashiering, Accounts Receivable, Accounts Payable, Credit and Collection, Mimeograph-Multilith and General Telephoning

	<b>First Year</b>	<b>After 1 yr.</b>
Jan. 1/95	1126.63	1159.49
Jan. 1/96	1143.53	1176.88
Jan. 1/97	1166.40	1200.42

**Group 2 -** Assistant to the Accounting Manager

	<b>First Year</b>	<b>After 1 yr.</b>
Jan. 1/95	911.21	952.28
Jan. 1/96	924.88	966.56
Jan. 1/97	943.38	985.89

**Group 3 -** Assistant Supervisor in the following Divisions: General Accounting, Internal Audit, Purchasing, Postal and Messenger Services, General Telephoning, Credit and Collection, Senior Customer Accounts Representative and Office Services Representative:

Jan. 1/95	910.53
Jan. 1/96	924.19
Jan. 1/97	942.67

**Group 3A -** Customer Accounts Representative and Cashier's Co-ordinator:

	<b>First Year</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>	<b>After 3 Yrs.</b>	<b>After 4 Yrs.</b>
Jan. 1/95	676.59	718.51	755.29	787.05	857.71
Jan. 1/96	686.74	729.29	766.62	798.86	870.58
Jan. 1/97	700.47	743.88	781.95	814.84	887.99

**Group 3B -** Payroll Co-ordinator and Accounts Co-ordinator:

	<b>First Year</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>	<b>After 3 Yrs.</b>	<b>After 4 Yrs.</b>
Jan. 1/95	627.73	669.64	706.42	738.19	808.86
Jan. 1/96	637.15	679.68	717.02	749.26	820.99
Jan. 1/97	649.89	693.27	731.36	764.25	837.41

**Group 3C -** Switchboard Operator:

	<b>First Year</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>	<b>After 3 Yrs.</b>
Jan. 1/95	637.76	671.98	717.68	782.87
Jan. 1/96	647.33	682.06	728.45	794.61
Jan. 1/97	660.28	695.70	743.02	810.50

**Group 3D -** Senior Clerk - Switchboard:

	<b>First Year</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>	<b>After 3 Yrs.</b>	<b>After 4 Yrs.</b>
Jan. 1/95	601.76	643.66	680.44	712.21	782.87
Jan. 1/96	610.79	653.31	690.65	722.89	794.61
Jan. 1/97	623.01	666.38	704.46	737.35	810.50

**Group 3E -** Senior Clerk Transient:

	<b>First Year</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>	<b>After 3 Yrs.</b>
Jan. 1/95	640.00	671.24	712.72	766.76
Jan. 1/96	649.60	681.31	723.41	778.26
Jan. 1/97	662.59	694.94	737.88	793.83

**Group 5 -** Senior Clerk in the following Divisions: General Accounting, Accounts Receivable, Accounts Payable, Credit and Collection, Internal Audit, Cashiering, Payroll, Purchasing, Postal and Messenger Services, Senior Bookkeeping Machine Operator, Senior C2 Clerk and Senior Mimeograph-Multilith Operator:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	640.00	671.24	712.72	766.76
Jan. 1/96	649.60	681.31	723.41	778.26
Jan. 1/97	662.59	694.94	737.88	793.83

**Group 4A -** Intermediate General Accounting Clerk:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	630.20	661.41	702.90	756.95
Jan. 1/96	639.65	671.33	713.44	768.30
Jan. 1/97	652.44	684.76	727.71	783.67

**Group 4B -** Secretary-Stenographer:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	590.13	620.00	651.24	728.56
Jan. 1/96	598.98	629.30	661.01	739.49
Jan. 1/97	610.96	641.89	674.23	754.28

**Group 4C -** Stenographer-Typist:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	576.19	607.48	649.26	708.05
Jan. 1/96	584.83	616.59	659.00	718.67
Jan. 1/97	596.53	628.92	672.18	733.04

**Group 4D -** Cashiers Clerk and Intermediate Accounts Coordinator:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	558.59	589.82	631.30	685.34
Jan. 1/96	566.97	598.67	640.77	695.62
Jan. 1/97	578.31	610.64	653.59	709.53

**Group 5 -** Mimeograph-Multilith Operator and Inside Credit and Collection Clerk:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	539.03	568.90	600.13	677.44
Jan. 1/96	547.12	577.43	609.13	687.60
Jan. 1/97	558.06	588.98	621.31	701.35

**Group 6 -** Intermediate Clerk in the following Divisions: Internal Audit, Payroll, Accounts Receivable, Accounts Payable, General Telephoning and Bookkeeping Machine Operator:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	550.70	581.93	623.40	677.44
Jan. 1/96	558.96	590.66	632.75	687.60
Jan. 1/97	570.14	602.47	645.41	701.35

**Group 6A -** Junior Accounts Clerk:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	579.89	611.98	643.99	674.55
Jan. 1/96	588.59	621.16	653.65	684.67
Jan. 1/96	600.36	633.58	666.72	698.36

**Group 7 -** Accounts Payable Clerk, Junior Records Clerk and Junior Cashiers Clerk

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	501.20	533.29	565.29	595.86
Jan. 1/96	508.72	541.29	573.77	604.80
Jan. 1/97	518.89	552.12	585.25	616.90

**Group 8 -** Junior Clerk in the following divisions: General Accounting, Credit and Collection, Payroll, Internal Audit, Purchasing, Accounts Receivable and Clerk-Typist:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	493.32	525.41	557.41	587.95
Jan. 1/96	500.72	533.29	565.77	596.77
Jan. 1/97	510.73	543.96	577.09	608.71

**Group 9 -** Office Messenger:

	First 6 Mos.	After 6 Mos.	After 1 Yr.
Jan. 1/95	463.84	483.46	525.49
Jan. 1/96	470.80	490.71	533.37
Jan. 1/97	480.22	500.52	544.04

**FINANCE AND ADMINISTRATION  
DATA PROCESSING**

**Group 1A -** Group Supervisor:

	First Year	After 1 Yr.
Jan. 1/95	1126.63	1159.49
Jan. 1/96	1143.53	1176.88
Jan. 1/97	1166.40	1200.42

Group 1 - Senior Programmer:

	First Year	After 1 Yr.
Jan. 1/95	1038.26	1105.28
Jan. 1/96	1053.83	1121.86
Jan. 1/97	1074.91	1144.30

Group 6 - Senior Computer Operator:

	First Year	After 1 Yr.	After 2 Yrs.
Jan. 1/95	766.76	815.69	884.66
Jan. 1/96	778.26	827.93	897.93
Jan. 1/97	793.83	844.49	915.89

Group 2 - Senior Supervisor:

Jan. 1/95	1095.39
Jan. 1/96	1111.82
Jan. 1/97	1134.06

Group 7 - Senior Clerk Data Processing:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Jan. 1/95	627.73	669.64	706.42	738.19	808.86
Jan. 1/96	637.15	679.68	717.02	749.26	820.99
Jan. 1/97	649.89	693.27	731.36	764.25	837.41

Group 3 - Supervisor Data Processing:

	First Year	After 1 Yr.	After 2 Yrs.
Jan. 1/95	933.91	1015.53	1084.71
Jan. 1/96	947.92	1030.76	1100.98
Jan. 1/97	966.88	1051.38	1123.00

Group 7A - Computer Operator:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Jan. 1/95	585.64	627.55	664.33	696.09	782.69
Jan. 1/96	594.42	636.96	674.29	706.53	794.43
Jan. 1/97	606.31	649.70	687.78	720.66	810.32

Group 4 - Intermediate Programmer:

	First Year	After 1 Yr.	After 2 Yrs.
Jan. 1/95	880.93	950.35	1052.25
Jan. 1/96	894.14	964.61	1068.03
Jan. 1/96	912.02	983.90	1089.39

Group 8 - Senior Keypunch Operator:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Jan. 1/95	585.64	627.55	664.33	696.09	766.76
Jan. 1/96	594.42	636.96	674.29	706.53	778.26
Jan. 1/97	606.31	649.70	687.78	720.66	793.83

Group 4A - Lead Operator:

	First Year	After 1 Yr.	After 2 Yrs.
Jan. 1/95	836.89	902.84	999.64
Jan. 1/96	849.44	916.38	1014.63
Jan. 1/97	866.43	934.71	1034.92

Group 8A - Secretary-Stenographer:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	590.13	620.00	651.24	728.59
Jan. 1/96	598.98	629.30	661.01	739.49
Jan. 1/97	610.96	641.89	674.23	754.28

Group 4B - Assistant Supervisor Data Processing:

Jan. 1/95	911.31
Jan. 1/96	924.98
Jan. 1/97	943.48

Group 9 - Programmer Trainee and Junior Computer Operator:

Group 5 - Junior Programmer:

	First Year	After 1 Yr.	After 2 Yrs.
Jan. 1/95	717.84	811.74	909.40
Jan. 1/96	728.61	823.92	923.04
Jan. 1/97	743.18	840.40	941.50

	First 6 Mos.	After 6 Mos.	After 1 Yr.
Jan. 1/95	589.14	640.50	717.49
Jan. 1/96	597.98	650.11	728.25
Jan. 1/97	609.94	663.11	742.82

Group 9A - Stenographer-Typist:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	576.19	607.48	649.26	708.05
Jan. 1/96	584.83	616.59	659.00	718.67
Jan. 1/97	596.53	628.92	672.18	733.04



**Group 0 - Keypunch Operator:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	559.71	590.93	632.41	701.45
Jan. 1/96	568.11	599.79	641.90	711.97
Jan. 1/97	579.47	611.79	654.74	726.21

**Group 11 - Intermediate Clerk and Machine Tender:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	550.70	581.93	623.40	677.44
Jan. 1/96	558.96	590.66	632.75	687.60
Jan. 1/97	570.14	602.47	645.41	701.35

**Group 12 - Clerk-Typist:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	493.32	525.41	557.41	587.95
Jan. 1/96	500.72	533.29	565.77	596.77
Jan. 1/97	510.73	543.96	577.09	608.71

**Group 13 - Office Messenger:**

	First 6 Mos.	After 6 Mos.	After 1 Yr.
Jan. 1/95	463.84	483.46	525.49
Jan. 1/96	470.80	490.71	533.37
Jan. 1/97	480.22	500.52	544.04

**SALES DIVISION - CIRCULATION**

**Group A - Supervisor:**

	First Year	After 1 Yr.
Jan. 1/95	1126.63	1159.49
Jan. 1/96	1143.53	1176.88
Jan. 1/97	1166.40	1200.42

**Group B - Senior District Representative:**

Jan. 1/95	1101.16
Jan. 1/96	1117.68
Jan. 1/97	1140.03

**Group C - District Representative, Country Traveller and Circulation Assistant:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Jan. 1/95	740.14	796.90	903.72	994.07	1084.71
Jan. 1/96	751.24	808.85	917.28	1008.98	1100.98
Jan. 1/97	766.26	825.03	935.63	1029.16	1123.00

**Group D - City Traveller:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Jan. 1/95	716.89	764.05	813.33	862.64	911.93
Jan. 1/96	727.64	775.51	825.53	875.58	925.61
Jan. 1/97	742.19	791.02	842.04	893.09	944.12

**Group E - Designated Assistant District Representative:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	701.39	764.05	846.20	867.51
Jan. 1/96	711.91	775.51	858.89	880.52
Jan. 1/97	726.15	791.02	876.07	898.13

**Group F - \*Zone Assistant (prior to March 31, 1994 was Circulation Driver):**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.	After 5 Yrs.
Jan. 1/95	562.63	593.24	634.03	724.63	803.02	824.31
Jan. 1/96	571.07	602.14	643.54	735.50	815.07	836.67
Jan. 1/97	582.49	614.18	656.41	750.21	831.37	853.40

\*For any and all purposes of the Collective Agreement, effective March 31, 1994, the Zone Assistant position shall be considered to be the Circulation Driver position in all respects. For greater clarity, it is hereby intended only to change the job title from Circulation Driver to Zone Assistant and not to reduce or delete any rights under the Collective Agreement which employees or ex-employees may have under the Collective Agreement.

**OFFICE DIVISION - CIRCULATION**

**Group 1 - Group Supervisor:**

	First Year	After 1 Yr.
Jan. 1/95	1126.63	1159.58
Jan. 1/96	1143.53	1176.97
Jan. 1/97	1166.40	1200.51

**Group 1A - Supervisor:**

	First Year	After 1 Yr.	After 2 Yrs.
Jan. 1/95	933.91	1015.53	1084.71
Jan. 1/96	947.92	1030.76	1100.98
Jan. 1/97	966.88	1051.38	1123.00

**Group 1B - Senior Co-ordinator C.I.S.:**

	First Year	After 1 Yr.
Jan. 1/95	862.63	911.31
Jan. 1/96	875.57	924.98
Jan. 1/97	893.08	943.48

**Group 1C - Circulation Accounts Co-ordinator:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Jan. 1/95	676.59	718.51	755.29	787.05	857.71
Jan. 1/96	686.74	729.29	766.62	798.86	870.58
Jan. 1/97	700.47	743.88	781.95	814.84	887.99

**Group 1D - Zone Office Clerk:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	656.13	687.36	728.83	782.87
Jan. 1/96	665.97	697.67	739.76	794.61
Jan. 1/97	679.29	711.62	754.56	810.50

**Group 1E - Senior Clerk, Senior Clerk Single Copy, Senior Clerk Book-keeping and Circulation Information Clerk:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	640.00	671.24	712.72	766.76
Jan. 1/96	649.60	681.31	723.41	778.26
Jan. 1/97	662.59	694.94	737.88	793.83

**Group 2 - Circulation Traffic Clerk**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	601.81	633.03	674.52	728.56
Jan. 1/96	610.84	642.53	684.64	739.49
Jan. 1/97	623.06	655.38	698.33	754.28

**Group 3 - Secretary-Stenographer:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	590.13	620.00	651.24	728.56
Jan. 1/96	598.98	629.30	661.01	739.49
Jan. 1/97	610.96	641.89	674.23	754.28

**Group 4 - Stenographer-Typist:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	576.19	607.48	649.26	708.05
Jan. 1/96	584.83	616.59	659.00	718.67
Jan. 1/97	596.53	628.92	672.18	733.04

**Group 5 - Intermediate Clerk:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	550.70	581.93	623.40	677.44
Jan. 1/96	558.96	590.66	632.75	687.60
Jan. 1/97	570.14	602.47	645.41	701.35

**Group 6 - Circulation Office Clerk:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	501.20	533.29	565.29	595.86
Jan. 1/96	508.72	541.29	573.77	604.80
Jan. 1/97	518.89	552.12	585.25	616.90

**Group 7 - Clerk-Typist and Junior Clerk:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	493.32	525.41	557.41	587.95
Jan. 1/96	500.72	533.29	565.77	596.77
Jan. 1/97	510.73	543.96	577.09	608.71

**Group 8 - Office Messenger:**

	First 6 Mos.	After 6 Mos.	After 1 Yr.
Jan. 1/95	463.84	483.46	525.49
Jan. 1/96	470.80	490.71	533.37
Jan. 1/97	480.22	500.52	544.04

**EDITORIAL**

**Group 1 - News Editor, Head Copy Editor, Photo Editor, Editorial Writer, Editorial Cartoonist, Ottawa Bureau Head, Style Editor, Features Editor, Ottawa Editor Star Probe Editor, Regional Editor, Chief Photographer, Deputy Saturday Editor, Star Week Editor, Sunday Magazine Art Director, Sunday Magazine Managing Editor, Insight Editor, Zones Editor, Perspective Editor, Travel Editor, Deputy Foreign Editor, Deputy Sunday Editor, Special Sections Art Director, Video Magazine Editor, Deputy National Editor and Coordinator Darkroom Electronic Imaging:**

Jan. 1/95	1233.44
Jan. 1/96	1251.94
Jan. 1/97	1276.98

**Group 1A - Assistant City Editor, Daily News Desk Make-up Editor, Associate Sports Editor, Ontario Editor, Photo Assignment Editor, Associate Travel Editor, New In Homes Editor, Suburban Editor, Deputy Business Editor, Assistant Systems Editor, Deputy Entertainment Editor, Deputy Life Editor, Spotlight Editor, and Supervisor Electronic Imaging:**

Jan. 1/95	1225.22
Jan. 1/96	1243.60
Jan. 1/97	1268.47

**Group 1A** - Assistant National Editor, Assistant Foreign Editor, Assistant Financial Editor, Assistant Sports Editor, Assistant Head Copy Editor, Science Editor, Columnist, Assistant Life Editor, Assistant Photo Editor, Assistant Entertainment Editor, Assistant Art Director, Assistant Features Editor, Articles Editor, Children's Page Editor, Book Editor, Food Editor, Assistant Travel Editor, Wheels Editor, Home Editor, Assistant New In Homes Editor, Fashion Editor, Weekend Editor and Fast Forward Editor:

Jan. 1/95	1192.37
Jan. 1/96	1210.26
Jan. 1/97	1234.47

**Group 2A** - Copy Editor and Assistant Book Editor:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.	After 5 Yrs.	After 6 Yrs.
Jan. 1/95	785.97	861.58	913.30	988.95	1034.33	1113.27	1167.69
Jan. 1/96	797.76	874.50	927.00	1003.78	1049.84	1129.97	1185.21
Jan. 1/97	813.72	891.99	945.54	1023.86	1070.84	1152.57	1208.91

**Group 2B** - Assistant Financial Editor (Co-ordinating):

Jan. 1/95	1185.51
Jan. 1/96	1203.29
Jan. 1/97	1227.36

**Group 3** - Art Room Supervisor, Reporter, Photographer, Artist, Photo-Retoucher, Layout Person, Designer, Picture Editor and Assistant Supervisor Electronic Imaging:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.	After 5 Yrs.	After 6 Yrs.
Jan. 1/95	735.71	810.26	862.02	937.73	984.29	1078.97	1134.83
Jan. 1/96	746.75	822.41	874.95	951.80	999.05	1095.15	1151.85
Jan. 1/97	761.69	838.86	892.45	970.84	1019.03	1117.05	1174.89

**Group 3A** - TSS Sales Representative, Supervisor Library and Research Services, and Writer-in-Training:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.	After 5 Yrs.
Jan. 1/95	703.41	735.71	817.07	887.89	961.39	1101.99
Jan. 1/96	713.96	746.75	829.33	901.21	975.81	1118.52
Jan. 1/96	728.24	761.69	845.92	919.23	995.33	1140.89

**Group 3B** - Production Co-ordinator and Editorial Systems Trainer:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	782.79	850.14	920.20	1084.71
Jan. 1/96	794.53	862.89	934.00	1100.98
Jan. 1/97	810.42	880.15	952.68	1123.00

**Group 3C** - Technician Electronic Imaging:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	794.68	860.80	950.12	1028.74
Jan. 1/96	806.60	873.71	964.37	1044.17
Jan. 1/97	822.73	891.18	983.66	1065.05

**Group 3D** - Dark Room Technician, Graphics Researcher, and Library and Research Specialist:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	741.62	803.32	886.70	960.07
Jan. 1/96	752.74	815.37	900.00	974.47
Jan. 1/97	767.79	831.68	918.00	993.96

**Group 3E** - Make-up Assistant-What's On, Make-up Assistant-Sports, and Make-up Assistant Starweek:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Jan. 1/95	647.71	686.39	721.19	784.45	925.14
Jan. 1/96	657.43	696.69	732.01	796.22	939.02
Jan. 1/97	670.58	710.62	746.65	812.14	957.80

**Group 4** - Star Probe Researcher:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	696.42	755.41	838.81	912.15
Jan. 1/96	706.87	766.74	851.39	925.83
Jan. 1/97	721.01	782.07	868.42	944.35

**Group 4A** - Magazine Artist:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	704.36	736.41	817.85	888.81
Jan. 1/96	714.93	747.46	830.12	902.14
Jan. 1/97	729.23	762.41	846.72	920.18

**Group 4B** - Assistant Library and Research Specialist:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	678.28	732.38	809.64	876.62
Jan. 1/96	688.45	743.37	821.78	889.77
Jan. 1/97	702.22	758.24	838.22	907.57

**Group 5 - Make-up Assistant, TSS Sales Assistant and Magazine Co-ordinator:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Jan. 1/95	596.59	635.28	670.09	733.35	874.03
Jan. 1/96	605.54	644.81	680.14	744.35	887.14
Jan. 1/97	617.65	657.71	693.74	759.24	904.88

**Group SA - Community News Reporter:**

	First Year	After 1 Yr.	After 2 Yrs.
Jan. 1/95	735.71	810.26	862.02
Jan. 1/96	746.75	822.41	874.95
Jan. 1/97	761.69	838.86	892.45

**Group 5B - TSS Stockroom Clerk:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	573.38	641.27	703.90	843.79
Jan. 1/96	581.98	650.89	714.46	856.45
Jan. 1/97	593.62	663.91	728.75	873.58

**Group 5C - Editorial Assistant:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Jan. 1/95	583.70	613.16	643.89	716.93	779.66
Jan. 1/96	592.46	622.36	653.55	727.68	791.35
Jan. 1/97	604.31	634.81	666.62	742.23	807.18

**Group 5D - Syndicate Accounting Clerk**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Jan. 1/95	585.64	627.57	664.33	696.09	766.76
Jan. 1/96	594.42	636.98	674.29	706.53	778.26
Jan. 1/97	606.31	649.72	687.78	720.66	793.83

**Group 6 - TSS Picture Desk, Syndicate Sales Co-ordinator and Entertainment Co-ordinator:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Jan. 1/95	532.60	562.05	592.78	665.83	728.56
Jan. 1/96	540.59	570.48	601.67	675.82	739.49
Jan. 1/97	551.40	581.89	613.70	689.34	754.28

**Group 7 - Secretary-Stenographer and Library Clerk:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	590.13	620.00	651.24	728.56
Jan. 1/96	598.98	629.30	661.01	739.49
Jan. 1/97	610.96	641.89	674.23	754.28

**Group 8 - Stenographer-Typist:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	576.19	607.48	649.26	708.05
Jan. 1/96	584.83	616.59	659.00	718.67
Jan. 1/97	596.53	628.92	672.18	733.04

**Group 9 - Editorial Student Trainee:**

Jan. 1/95	677.44
Jan. 1/96	687.60
Jan. 1/97	701.35

**Group 10 - Steno Pool Supervisor, Syndicate Clerk and Head Office Messenger:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	539.03	568.90	600.13	677.44
Jan. 1/96	547.12	577.43	609.13	687.60
Jan. 1/97	558.06	588.98	621.31	701.35

**Group 11 - Teletypist and Starweek Listings:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	540.86	570.91	602.16	664.67
Jan. 1/96	548.97	579.47	611.19	674.64
Jan. 1/97	559.95	591.06	623.41	688.13

**Group 12 - TSS Clerk-Typist:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	544.42	576.52	608.51	639.08
Jan. 1/96	552.59	585.17	617.64	648.67
Jan. 1/97	563.64	596.87	629.99	661.64

**Group 13 - Clerk In Library:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	540.70	571.49	605.97	634.06
Jan. 1/96	548.81	580.06	615.06	643.57
Jan. 1/97	559.79	591.66	627.36	656.44

**Group 14 - Dicta-Typist, and Shipper:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	502.51	533.27	567.77	595.86
Jan. 1/96	510.05	541.27	576.29	604.80
Jan. 1/97	520.25	552.10	587.82	616.90

**Gro 5 - Clerk, Clerk-Typist, and Receptionist:**

	<b>First Year</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>	<b>After 3 Yrs.</b>
Jan. 1/95	493.32	525.41	557.41	587.95
Jan. 1/96	500.72	533.29	565.77	596.77
Jan. 1/97	510.73	543.96	577.09	608.71

**Group 16 - Office Messenger:**

	<b>First 6 Mos.</b>	<b>After 6 Mos.</b>	<b>After 1 Yr.</b>
Jan. 1/95	463.84	483.46	525.49
Jan. 1/96	470.80	490.71	533.37
Jan. 1/97	480.22	500.52	544.04

**DELIVERY GARAGE**

**Group 1 - Assistant Supervisor:**

Jan. 1/95	989.91
Jan. 1/96	1004.76
Jan. 1/97	1024.86

**Group 2 - Lead Hand:**

Jan. 1/95	952.12
Jan. 1/96	966.40
Jan. 1/97	985.73

**Group 3 - Assistant Lead Hand and Chief Stockroom Clerk:**

Jan. 1/95	930.69
Jan. 1/96	944.65
Jan. 1/97	963.54

**Group 4 - Vehicle Mechanic, Painter and Body Mechanic:**

	<b>First Year</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>	<b>After 3 Yrs.</b>	<b>After 4 Yrs.</b>
Jan. 1/95	605.35	668.14	722.84	773.19	902.22
Jan. 1/96	614.43	678.16	733.68	784.79	915.75
Jan. 1/97	626.72	691.72	748.35	800.49	934.07

Vehicle Mechanics with an S6A endorsement to the Province of Ontario Class A Mechanic Licence shall receive an additional \$10.00 per week on above rates.

Field Vehicle Mechanics shall receive an additional \$7.00 per shift worked.

**Group 5 - Woodworker and Stockroom Clerk**

	<b>First Year</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>	<b>After 3 Yrs.</b>
Jan. 1/95	573.40	641.27	703.90	843.79
Jan. 1/96	582.00	650.89	714.46	856.45
Jan. 1/97	593.64	663.91	728.75	873.58

**Group 6 - Drivers:**

	<b>First Year</b>	<b>After 3 Yrs.</b>	<b>After 5 Yrs.</b>
Jan. 1/95	803.02	810.10	824.31
Jan. 1/96	815.07	822.25	836.67
Jan. 1/97	831.37	838.70	853.40

(a) Tractor-Trailer Drivers shall receive an additional \$5.00 per shift so worked and Country Truck Drivers shall receive an additional \$5.00 per shift worked. This premium applies to Toronto Star Country routes over 150 miles round trip.

(b) Pup Trailer Drivers shall receive \$5.00 per shift worked.

**Group 7 - Washrack Driver, Greasrack Driver and Tire Person:**

	<b>First Year</b>	<b>After 3 Yrs.</b>	<b>After 5 Yrs.</b>
Jan. 1/95	803.02	810.10	824.31
Jan. 1/96	815.07	822.25	836.67
Jan. 1/97	831.37	838.70	853.40

**Group 8 - Intermediate Clerk:**

	<b>First Year</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>	<b>After 3 Yrs.</b>
Jan. 1/95	550.70	581.93	623.40	677.44
Jan. 1/96	558.96	590.66	632.75	687.60
Jan. 1/97	570.14	602.47	645.41	701.35

**Group 9 - Porter (including Realty):**

Jan. 1/95	663.00
Jan. 1/96	672.95
Jan. 1/97	686.41

**Group 9A - Forklift/Loader:**

	<b>First 6 Mos.</b>	<b>After 6 Mos.</b>	<b>After 18 Mos.</b>	<b>After 24 Mos.</b>
Jan. 1/95	574.76	597.30	631.06	663.00
Jan. 1/96	583.38	606.26	640.53	672.95
Jan. 1/97	595.05	618.39	653.34	686.41

**Group 10 - Washrack, Greasrack and Tire Service Helper:**

Jan. 1/95	555.26
Jan. 1/96	563.59
Jan. 1/97	574.86

**Group 11 - Helper-Loader (35 Hours):**

	<b>First 6 Mos.</b>	<b>After 6 Mos.</b>
Jan. 1/95	509.94	531.22
Jan. 1/96	517.59	539.19
Jan. 1/97	527.94	549.97

**REALTY**

**Group 1 - Charge Painter:**

Jan. 1/95	768.51
Jan. 1/96	780.04
Jan. 1/97	795.64

**Group 2 - Painter, Elevator Dispatcher and Lead Porter:**

Jan. 1/95	734.03
Jan. 1/96	745.04
Jan. 1/97	759.94

**Group 3 - Head Elevator Operator:**

Jan. 1/95	601.41
Jan. 1/96	610.43
Jan. 1/97	622.64

**Group 4 - Elevator Operator:**

Jan. 1/95	550.70
Jan. 1/96	558.96
Jan. 1/97	570.14

**Group 5 - Porter and Building Custodian:**

Jan. 1/95	<b>663.00</b>
Jan. 1/96	672.95
Jan. 1/97	686.41

**Group 6 - Cleaner:**

Jan. 1/95	507.82
Jan. 1/96	507.82
Jan. 1/97	507.82

**ADVERTISING**

**Group 1 - Group Supervisor and Supervisor:**

	<b>First Year</b>	<b>After 1 Yr.</b>
Jan. 1/95	1126.63	1159.49
Jan. 1/96	1143.53	1176.88
Jan. 1/97	1166.40	1200.42

**Group 2 - Senior Salesperson:**

Jan. 1/95	1095.39
Jan. 1/96	1111.82
Jan. 1/97	1134.06

**Group 3 - Advertising Salesperson:**

	<b>First Year</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>	<b>After 3 Yrs.</b>
Jan. 1/95	782.79	850.14	920.20	1084.71
Jan. 1/96	794.53	862.89	934.00	1100.98
Jan. 1/97	810.42	880.15	952.68	1123.00

**Group 3A - Head Service Representative:**

	<b>First Year</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>
Jan. 1/95	815.49	896.93	967.90
Jan. 1/96	827.72	910.38	982.42
Jan. 1/97	844.27	928.59	1002.07

**Group 3B - Commercial Telephone Salesperson:**

	<b>First Year</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>
Jan. 1/95	812.64	875.72	956.49
Jan. 1/96	824.83	888.86	970.84
Jan. 1/97	841.33	906.64	990.26

**Group 3C - Training Room Instructor:**

	<b>First Year</b>	<b>After 1 Yr.</b>
Jan. 1/95	903.45	952.12
Jan. 1/96	917.00	966.40
Jan. 1/96	935.34	985.73

**Group 4 - Assistant Supervisor:**

	<b>First Year</b>	<b>After 1 Yr.</b>
Jan. 1/95	896.93	945.61
Jan. 1/96	910.38	959.79
Jan. 1/97	928.59	978.99

**Group 5 - Head Traffic Clerk, Senior Sales Co-ordinator, and Advertising Production Co-ordinator:**

	<b>First Year</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>
Jan. 1/95	793.20	874.65	945.61
Jan. 1/96	805.10	887.77	959.79
Jan. 1/97	821.20	905.53	978.99

**Group 5A - Head Copy Processor:**

	<b>First Year</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>
Jan. 1/95	781.50	819.10	911.93
Jan. 1/96	793.22	831.39	925.61
Jan. 1/97	809.08	848.02	944.12

Gr 6 - Service Representative:

	First Year	After 1 Yr.	After 2 Yrs.
Jan. 1/95	756.92	819.99	900.77
Jan. 1/96	768.27	832.29	914.28
Jan. 1/97	783.64	848.94	932.57

Group 6A - Head Graphic Clerk:

	First Year	After 1 Yr.	After 2 Yrs.
Jan. 1/95	766.76	815.69	884.66
Jan. 1/96	778.26	827.93	897.93
Jan. 1/97	793.83	844.49	915.89

Group 6B - Assistant Head Copy Processor:

	First Year	After 1 Yr.	After 2 Yrs.
Jan. 1/95	734.98	770.40	857.71
Jan. 1/96	746.00	781.96	870.58
Jan. 1/97	760.92	797.60	887.99

Group 6C - Ad Taker and Intermediate Advertising Sales Coordinator

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	728.14	764.06	794.65	827.73
Jan. 1/96	739.06	775.52	806.57	840.15
Jan. 1/97	753.84	791.03	822.70	856.95

Group 7 - Admarc Co-ordinator, Head Copy Censor and Service Co-ordinator:

	First Year	After 1 Yr.	After 2 Yrs.
Jan. 1/95	687.03	724.63	817.47
Jan. 1/96	697.34	735.50	829.73
Jan. 1/97	711.29	750.21	846.32

Group 8 - Advertising Production Clerk, and Advertising Sales Co-ordinator:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	683.29	719.21	749.79	782.87
Jan. 1/96	693.54	730.00	761.04	794.61
Jan. 1/97	707.41	744.60	776.26	810.50

Group 8A - Copy Processor:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	678.90	712.36	744.25	766.76
Jan. 1/96	689.08	723.05	755.41	778.26
Jan. 1/97	702.86	737.51	770.52	793.83

Group 9 - Traffic Clerk, Graphic Clerk and Advertising Service Clerk:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	669.09	702.52	734.43	756.95
Jan. 1/96	679.13	713.06	745.45	768.30
Jan. 1/97	692.71	727.32	760.36	783.67

Group 9A - Secretary-Stenographer:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	590.13	620.00	651.24	728.56
Jan. 1/96	598.98	629.30	661.01	739.49
Jan. 1/97	610.96	641.89	674.23	754.28

Group 10 - Switchboard Operator and Assistant Copy Censor:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	570.83	605.06	650.77	715.95
Jan. 1/96	579.39	614.14	660.53	726.69
Jan. 1/97	590.98	626.42	673.74	741.22

Group 11 - Cut Clerk:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	539.03	568.90	600.13	677.44
Jan. 1/96	547.12	577.43	609.13	687.60
Jan. 1/97	558.06	588.98	621.31	701.35

Group 11A - Stenographer-Typist — Advertising:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	534.60	562.63	604.20	663.00
Jan. 1/96	542.62	571.07	613.26	672.95
Jan. 1/97	553.47	582.49	625.53	686.41

Group 12 - Advertising Clerk

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	528.53	556.59	598.15	656.95
Jan. 1/96	536.46	564.94	607.12	666.80
Jan. 1/97	547.19	576.24	619.26	680.14

Group 13 - Junior Clerk and Clerk-Typist:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	493.32	525.41	557.41	587.95
Jan. 1/96	500.72	533.29	565.77	596.77
Jan. 1/97	510.73	543.96	577.09	608.71

**Group 14 - Assistant Clerk**

	<b>First Year</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>	<b>After 3 Yrs.</b>
Jan. 1/95	489.92	509.30	536.40	566.11
Jan. 1/96	497.27	516.94	544.45	574.60
Jan. 1/97	507.22	527.28	555.34	586.09

**Group 15 - Office Messenger:**

	<b>First 6 Mos.</b>	<b>After 6 Mos.</b>	<b>After 1 Year</b>
Jan. 1/95	463.84	483.46	525.49
Jan. 1/96	470.80	490.71	533.37
Jan. 1/97	480.22	500.52	544.04

**NEWSPAPER LAYOUT DEPARTMENT**

**Group 1 - Assistant Manager Newspaper Layout and Senior Layout Person:**

	<b>First Year</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>	<b>After 3 Yrs.</b>
Jan. 1/95	782.79	850.14	920.20	1084.71
Jan. 1/96	794.53	862.89	934.00	1100.98
Jan. 1/97	810.42	880.15	952.68	1123.00

**Group 2 - Intermediate Layout Person:**

	<b>First Year</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>	<b>After 3 Yrs.</b>
Jan. 1/95	738.90	787.05	863.92	984.01
Jan. 1/96	749.98	798.86	876.88	998.77
Jan. 1/97	764.98	814.84	894.42	1018.75

**Group 3 - Layout Co-ordinator:**

	<b>First Year</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>	<b>After 3 Yrs.</b>
Jan. 1/95	775.45	815.26	881.18	952.12
Jan. 1/93	787.08	827.49	894.40	966.40
Jan. 1/94	802.82	844.04	912.29	985.73

**Group 4 - Junior Layout Person:**

	<b>First Year</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>	<b>After 3 Yrs.</b>
Jan. 1/95	695.50	731.68	785.89	857.71
Jan. 1/96	705.93	742.66	797.68	870.58
Jan. 1/97	720.05	757.51	813.63	887.99

**CREATIVE COMMUNICATIONS**

**Group 1 - Art Director:**

Jan. 1/95	1233.44
Jan. 1/96	1251.94
Jan. 1/97	1276.98

**Group 1A - Assistant Art Director:**

Jan. 1/95	1158.81
Jan. 1/96	1176.19
Jan. 1/97	1199.71

**Group 2 - Senior Representative:**

Jan. 1/95	1095.39
Jan. 1/96	1111.82
Jan. 1/97	1134.06

**Group 3 - Representative and Artist:**

	<b>First Year</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>	<b>After 3 Yrs.</b>	<b>Aft 4 Yrs.</b>	<b>After 5 Yrs.</b>
Jan. 1/95	713.11	792.16	863.57	934.97	990.75	1084.71
Jan. 1/96	723.81	804.04	876.52	948.99	1005.61	1100.98
Jan. 1/97	738.29	820.12	894.05	967.97	1025.72	1123.00

**Group 4 - Intermediate Artist:**

	<b>First Year</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>	<b>After 3 Yrs.</b>
Jan. 1/95	704.36	736.41	817.85	888.81
Jan. 1/96	714.93	747.46	830.12	902.14
Jan. 1/97	729.23	762.41	846.72	920.18

**Group 4A - Secretary-Stenographer:**

	<b>First Year</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>	<b>After 3 Yrs.</b>
Jan. 1/95	590.13	620.00	651.24	728.56
Jan. 1/96	598.98	629.30	661.01	739.49
Jan. 1/97	610.96	641.89	674.23	754.28

**Group 5 - Assistant Representative:**

	<b>First Year</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>	<b>After 3 Yrs.</b>
Jan. 1/95	614.52	640.17	675.98	719.68
Jan. 1/96	623.74	649.77	686.12	730.48
Jan. 1/97	636.21	662.77	699.84	745.09

**Group 6 - Clerk**

	<b>First Year</b>	<b>After 1 Yr.</b>	<b>After 2 Yrs.</b>
Jan. 1/95	601.72	640.61	675.64
Jan. 1/96	610.75	650.22	685.77
Jan. 1/97	622.97	663.22	699.49



**Group 4 - Junior Clerk and Clerk-Typist:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	493.32	525.41	557.41	587.95
Jan. 1/96	500.72	533.29	565.77	596.77
Jan. 1/97	510.73	543.96	577.09	608.71

**PUBLIC RELATIONS AND PROMOTION DEPARTMENT**

**Group 1 - Newspaper-in-Education Co-ordinator and Senior Coordinator, Public Relations and Promotion:**

	First Year	After 1 Yr.
Jan. 1/95	1143.06	1200.60
Jan. 1/96	1160.21	1218.61
Jan. 1/97	1183.41	1242.98

**Group 2 - Public Service Representative and Promotion Co-ordinator:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Jan. 1/95	713.11	792.16	863.57	953.84	1084.71
Jan. 1/96	723.81	804.04	876.52	968.15	1100.98
Jan. 1/97	738.29	820.12	894.05	987.51	1123.00

**Group 3 - Supervisor Public Service Bureau:**

Jan. 1/95	837.29
Jan. 1/96	849.85
Jan. 1/97	866.85

**Group 4 - Public Information Representative:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Jan. 1/95	590.81	617.68	648.97	689.23	728.56
Jan. 1/96	599.67	626.95	658.70	699.57	739.49
Jan. 1/97	611.66	639.49	671.87	713.56	754.28

**Group 4A - Secretary-Stenographer:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	590.13	620.00	651.24	728.56
Jan. 1/96	598.98	629.30	661.01	739.49
Jan. 1/97	610.96	641.89	674.23	754.28

**Group 5 - Assistant Public Service Representative and Assistant Supervisor Public Service Bureau:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	614.52	640.17	675.98	719.68
Jan. 1/96	623.74	649.77	686.12	730.48
Jan. 1/97	636.21	662.77	699.84	745.09

**Group 5A - Public Service Bureau Clerk**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	556.86	586.54	624.76	692.86
Jan. 1/96	565.21	595.34	634.13	703.25
Jan. 1/97	576.51	607.25	646.81	717.32

**Group 6 - Plant Tour Guide:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	541.92	576.99	639.21	675.64
Jan. 1/96	550.05	585.64	648.80	685.77
Jan. 1/97	561.05	597.35	661.78	699.49

**Group 7 - Junior Public Information Representative:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	539.50	569.37	600.57	674.55
Jan. 1/93	547.59	577.91	609.58	684.67
Jan. 1/94	558.54	589.47	621.77	698.36

**Group 8 - Junior Clerk and Clerk-Typist:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	493.32	525.41	557.41	587.95
Jan. 1/96	500.72	533.29	565.77	596.77
Jan. 1/97	510.73	543.96	577.09	608.71

**AUDIOTEX DEPARTMENT**

**Group 1 - Audiotex Co-ordinator:**

	First Year	After 1 Yr.	After 2 Yrs.
Jan. 1/95	984.29	1078.97	1134.83
Jan. 1/96	999.05	1095.15	1151.85
Jan. 1/97	1019.03	1117.05	1174.89

**Group 2 - Audiotex Technician:**

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan. 1/95	741.62	803.32	886.70	960.07
Jan. 1/96	752.74	815.37	900.00	974.47
Jan. 1/97	767.79	831.68	918.00	993.96

**ARTICLE 11**  
**RECOGNIZED HOLIDAYS**

**(1101)** Except in the case of employees whose dismissal for cause or whose resignation is effective prior to the recognized holiday, regular employees working in the calendar week in which a holiday occurs shall be entitled to the following recognized holidays with full pay: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day. It is understood that holiday shifts shall be those shifts which start within the 24 hours which constitute the day of the holiday, but no employee shall be compensated under this Article for more than one such shift per holiday and it is agreed that in the event that an employee works two shifts starting within the 24 hours of the holiday only the shift of which the greater number of shift hours fall within the twenty-four (24) hours of the holiday shall be paid for or compensated for as a holiday shift.

In addition to the above holidays, employees shall be entitled to a holiday with pay on their birthday. It is understood that when the employee's birthday falls on another holiday, on a day off, or on a day on which the employee is not normally scheduled to work, a mutually acceptable alternative day off with pay shall be granted within thirty (30) days of the birthday.

When, with the consent of the employee and the Employer, an employee works on his or her birthday, he or she shall be granted another mutually agreeable day off at straight time, and this day shall be deemed to be the holiday for all purposes in lieu of the actual birthday holiday. This shall in no way abridge the employee's right to holiday pay when required by the Employer to work on his or her birthday.

**(1102)** An employee whose regular time off falls on a holiday or whose vacation time includes a holiday shall receive, at the Employer's option, equivalent time off within three months or shall receive one day's pay at straight time. Scheduling of equivalent time off shall be by mutual consent.

**(1103)** An employee required to work on any holiday shall receive double the regular straight time hourly rate, in addition to his or her weekly salary, with a minimum of seven hours, for which he or she will give equivalent service if required on that day.

**(1104)** In the case where any of the above holidays do not fall on an employee's off day the workweek shall consist of one shift less than his or her regular working week, and additional shifts worked, excluding the holiday, shall be treated as overtime.

**(1105)** An employee may exchange up to three holidays provided for in Clause (1101) for a day of holiday more appropriate to the individual's personal religious beliefs. This is subject to the proviso that in Departments where work is not available on all Clause (1101) holidays, the employee must choose substitution for a Clause (1101) holiday on which work is available for that employee.

An employee wishing to make such exchange must irrevocably notify the Employer in writing of the desire to exchange holidays at least eight (8) weeks in advance of the date the employee wishes to take in substitution for a Clause (1101) holiday.

Once the employee has notified the employer of such exchange, the substitute day identified by the employee shall be deemed for all purposes in regard to said employee to be a Clause (1101) recognized holiday and the holiday for which it is exchanged shall be deemed for all purposes in regard to said employee to be an ordinary non-premium day.

Notwithstanding any other provision of the Agreement, an employee making an exchange shall do whatever work is assigned by the Employer at the employee's regular straight-time rate of pay unless the work is for a higher classification in which case the provisions of Clause (706) shall apply.

**ARTICLE 12**  
**DISMISSAL, DISABILITY AND PENSION**

**(1201) (a)** Upon dismissal, an employee shall receive dismissal pay in a lump sum equal to one week's pay for every six (6) months of continuous service or major fraction thereof with the Employer, but not in excess of fifty-two (52) weeks' pay.

(b) Employees who are dismissed pursuant to (1601) (b) and employees who resign pursuant to (1601) (c) shall receive dismissal pay at the rate of one week's pay for every five months of continuous service or major fraction thereof with the Employer, but not in excess of 52 weeks' pay, the maximum for employees who resign pursuant to (1601) (c) shall be 52 weeks' pay, and, in addition, employees so dismissed shall receive 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 the date of termination.

(c) Employees who are named to be displaced pursuant to Clause (1604) and who resign prior to the commencement of a retraining and relocation procedure shall receive dismissal pay at the rate of one week's pay for every five months of continuous service or major fraction thereof with the Employer, but not in excess of 52 weeks' pay and, in addition, employees so dismissed shall receive 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 the date of termination; and, employees named to be displaced who resign after the commencement of a retraining or relocation procedure shall receive dismissal pay at the rate of one week's pay for every six months of continuous service or major fraction thereof with the Employer, but not in excess of 52 weeks' pay.

**(1202)** An employee is not entitled to dismissal pay when he or she has been discharged for gross misconduct, or when he or she has self-provoked his or her own dismissal for the purpose of collecting dismissal pay, or when his or her employment has been terminated for failure to maintain his or her membership in the Guild in good standing, or when his or her employment has been terminated for any one of the reasons as set out in Clause (1601) (m) (ii), (iii), (iv), (v) or (vi).

**(1203)** The Toronto Star Pension Plan, as integrated with Canada Pension Plan, shall apply to employees covered by this Agreement. The Star agrees that the benefits provided by Toronto Star Pension Plan, as integrated with Canada Pension Plan, shall be at least as favorable to employees as the benefits available under Toronto Star Pension Plan prior to integration.

**(1204)** Subject to the right of the Employer to remove the Trustees of the Toronto Star Pension Plan and replace them with a corporate trustee, CEP, Local 87-M, Southern Ontario Newspaper Guild shall have the right to appoint an employee

of the Employer who is a member of the Guild, and who is a member of the Toronto **Star** Pension Plan, as a Trustee of the Plan. In the event that the Trustees are removed and replaced by a corporate trustee the Guild-appointed Trustee shall do all acts and things required of him/her to convey or join in the conveying of the Pension Fund to the corporate trustee as provided in Section 14 of the Consolidated Trust Deed concerning the Toronto **Star** Pension Plan as amended and restated as of January 1, 1985.

(1205) Any lump sum payment made under this Article may be deferred up to twenty-four (24) calendar months at the employee's request.

### ARTICLE 13 VACATIONS

01-03 (1301) For the purpose of vacations, a year of service shall be deemed to commence on October 1st in any year and to end on September 30th in the succeeding year. After one (1) year of continuous service employees shall receive an annual vacation of three weeks with full pay. Employees with less than twelve months of continuous service with the Employer will receive one and one-half days for each month of continuous service or major fraction thereof up to fifteen days.

02-04 Any employee who has completed five (5) years of continuous service with the Employer under the above conditions shall be entitled to a fourth week of vacation with full pay.

10-05 Any employee who has completed ten (10) years of continuous service with the Employer under the above conditions shall be entitled to a fifth week of vacation with full pay.

25-06 Any employee who has completed twenty-five (25) years of continuous service with the Employer under the above conditions shall be entitled to a sixth week of vacation with full pay.

(1302) Vacations in each vacation group shall be arranged by the Employer according to length of service. Vacation lists shall be posted in the Departments concerned prior to April 15, and any employee who fails to choose a vacation time prior to April 1 may lose the priority to which the employee's seniority entitles him or her.

Employees shall be entitled to take their vacations at any time of the year, provided this can be done without undue interference to the operation.

No employee shall be allowed three, four, five or six consecutive weeks of vacation unless all two week vacation periods have been arranged for other members of the same vacation group.

(1303) Upon termination of employment an employee shall receive accrued vacation pay at the rate of one and one-half days (2 days when entitled to a fourth week, or 2 1/2 days when entitled to a fifth week or 3 days when entitled to a sixth week) for each month of service following the last previous vacation period ended September 30 or date of employment, whichever is later; but in no case shall the total vacation pay be greater than that of the number of days to which he or she would normally be entitled.

770/1 (1304) An employee, including a part-time employee, may elect to receive his or her earned vacation pay in advance of

going on vacation.

In general terms the Employer agrees to continue its past practice with regard to payment of vacation pay but reserves its right, however, to withhold unearned vacation pay when circumstances may warrant this action.

(1305) One week of vacation means five working days.

(1306) If at the request of the Employer an employee is unable to take his or her vacation in any year by December 31, he or she shall be paid in cash for any vacation remaining in that year, or the employee may at his or her option, carry over such remaining vacation to be taken not later than May 30 of the following year. Except as set forth in this section, vacation cannot be carried over to increase the vacation in any subsequent year.

### ARTICLE 14 SICK LEAVE

#### (1401) Notification to Employer of Employees Absent Due to Sickness or Disability

An employee absent due to sickness or disability shall notify his or her supervisor, or a representative of the Employer within his or her department, of inability to report to work, and shall at the time of notification indicate the probable duration of the absence. For Circulation Department employees directly involved in distribution of the newspaper or parts thereof including insert material and Delivery employees such notification must be made at least one (1) hour prior to the start of the shift which would have been worked by the employee if he or she had not been absent due to sickness or disability. In all other departments, including Garage staff, such notification should be made no later than one (1) hour after the start of the shift in question. The Employer shall not be required to pay benefits for any missed shift when notification of absence has not been given. Such notification must be made by the employee unless the nature of the sickness or disability makes this impossible and this can be corroborated to the satisfaction of the Employer.

#### (1402) Reporting in While Absent Due to Sickness or Disability

Unless otherwise notified by the Employer, an employee absent due to sickness or disability must phone in daily (following initial notification as specified in (1401) above) to his or her Supervisor, or to a representative of the Employer within his or her department. Under no circumstances will notification of absence given to the Health Centre be considered proper notification. An employee who provides medical evidence (which may be required in writing) as to the expected minimum duration of an on-going illness or disability shall not be required to phone the Employer more than twice a week during the minimum

#### (1403) Returning to Work Following Absence Due to Sickness or Disability

An employee returning to work following an absence due to sickness and/or disability shall if possible give notice to his or her Supervisor or a representative of the Employer within his or her Department of his or her intention to return on the previous day and within appropriate Departmental business

hours. Notice of intention to return to work of at least one hour prior to the start of the shift shall be the minimum requirement however if it has not been possible to give notice the previous day. Unless otherwise instructed, an employee shall in the first place report to his or her Supervisor and may be required to report to the Health Centre before starting to work.

Employees who comply with the foregoing reporting procedure, but for whom no work assignment is available, shall be paid at the straight time rate for the shift or shifts they were prepared to work. It will be the Employer's responsibility to advise the employee when to return to work.

#### (1404) ~~Medical~~ Evidence Satisfactory to the Employer

The Employer reserves the right to require medical evidence satisfactory to the Employer for the purpose of verification of absence due to sickness or disability or for the purpose of determining fitness or unfitness to work. Whenever an employee has completed a five (5) month period of service without absence due to sickness or disability, he or she shall not be required to provide a doctor's certificate for the first subsequent absence due to sickness or disability of two (2) consecutive working days or less but not to exceed two occasions in any 12 month period. This shall in no way preclude the Employer's right to a satisfactory verbal explanation for such absence from the employee.

#### (1405) Sick Pay Will be Granted to Each Employee in Accordance With the Terms and Conditions Specified Herein

(a) Continuation of full pay will be provided for the first six months of disability (accident, sickness or disease). All deductions as authorized by the employee and/or required by law and/or this **Collective Agreement** shall continue during this time period.

(b) After the first 6 months of a disability absence and so long as total and permanent disability can be demonstrated, the employee (following date of signing of the agreement dated July 1, 1979 to July 31, 1982, new employees with two or more years of continuous service) will receive a monthly income of 60 per cent of his or her basic earnings (which is deemed to mean his or her minimum salary as set out for his or her regular job classification in Article 10 plus merit pay plus any night differential which he or she will be entitled to according to Clause (703) being paid at the end of the initial 6 months' period of disability in accordance with the weekly indemnity Long Term Disability provisions covering Guild Bargaining Unit members contained in the Employer's Long Term Disability Plan.

Effective January 1, 1990, employees who have 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 calculated as follows:

Three quarters of one percent for each full percentage point of increase in the Canada Consumer Price Index for the twelve months previous (January to January comparison) to a maximum of five percent 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.

(c) For any employee eligible to receive disability payments at the 60% level from the end of the initial six months' period, payments representing the employee's contribution will be made by the Employer directly to Toronto Star Pension Plan. The employee's rate of pay for Pension Plan purposes will be assumed to be the rate paid at the end of the initial six months' period of disability.

(d) Benefits under the Plan may be reduced by any amounts paid under Workers' Compensation Board regulations.

(e) Benefits paid under the Plan may be reduced by any amounts paid under the disability provisions of the Canada Pension Plan.

(f) Payments and entitlement under this Plan will terminate at the earliest of the dates upon which an employee resigns, retires, becomes employed in a different classification, in a different Bargaining Unit or by a different Employer, receives or becomes entitled to receive benefits payable under the Toronto Star Pension Plan, or is terminated in accordance with the provisions of Clause (1601) (m) or for just and sufficient cause or to reduce staff. An employee who is in actual current receipt of Long Term Disability compensation as provided for in this Article 14 shall not be subject to staff reduction dismissal; however, should an employee who would have been dismissed by virtue of a staff reduction (had that employee not been on Long Term Disability at that time) subsequently become fit to return to work, then such employee shall be subject to staff reduction termination at that time, unless the circumstances at that time would normally allow that person to return to work by virtue of his or her seniority and the continued availability of work in the relevant job classification,

(g) An employee will be considered to be totally and permanently disabled if, during the first two years following the initial six-month period, he or she cannot perform the duties of his or her regular job and if, after these two years, he or she cannot perform the duties of any job for which he or she is suited by way of education, training and experience.

(h) From time to time the employee may be required to submit medical evidence of continued disability, at the expense of the insurance company. If any medical finding of the insurance company is disputed, the employee's physician may consult with the insurance company physician.

(i) 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 three-month period.

(j) During the initial six-month period of disability, the absence shall be considered as service for all benefits under the agreement between The Star and the Guild relating to service. After the first six months of disability absence, continuity of service shall be considered broken and thereafter an employee is entitled to the benefits provided under Clauses (1405) (b) and (1405) (c) and to no other benefits. However, an employee whose continuity of service is broken under this Clause shall be allowed to retain any seniority rights accumulated up until the break in continuity of service under this Clause. Upon return to active employment under this Clause, an employee's seniority rights will recommence accruing as of that date.

(k) Employees hired to replace employees absent on extended

period of disability will be treated in the same manner as employees hired to cover leaves of absence, but in any case for a period not longer than two and one half years from the date the employee being replaced commenced disability leave.

(l) It is intended that the administration of the Plan will be the responsibility of Toronto Star Newspapers Limited. The insurance features and commitments, however, will be those set out in the Plan itself.

(m) It is the intention of the Employer that the Plan will operate into the indefinite future. However, the insurance carrier may reserve the right to amend or discontinue any provision of the Plan, subject to adequate notice being given to the Guild. In this event, The Star will continue the benefits being paid under the Plan, for the duration of the current Agreement.

(1406) If an employee receives pay for a recognized holiday he or she will not receive sick pay for that day. No deductions shall be made for sick leave from overtime accruing to the employee.

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(1407) The Employer agrees to pay 100% of the cost of the Ontario Health Insurance Plan (effective January 1, 1990 Ontario Health Insurance premiums will be replaced with an annual payroll tax) and of the Supplement thereto, and of the Blue Cross Plan for Extended Health Care, such Plan to be revised so as to eliminate deductibles at no additional cost to the employee. The elimination of deductibles from the Blue Cross Plan for Extended Health Care at no additional cost shall apply to persons on Long Term Disability and to Pensioners.

(1408) Holding in common the principle that comprehensive health care for all persons is a desirable objective, the Employer and the Guild mutually undertake to review the existing health programme covering employees if requested by either party during the life of this Agreement. This shall include consideration of coverage of such employees through other health programmes.

**(1409) Medical Interviews and Examinations**

Employees may be required to report to the Health Centre for the purpose of interview or examination by professionally qualified medical staff under the following conditions:

- (a) Immediately following an accident which has occurred on the job.
- (b) After returning to work following an absence due to sickness or disability providing the request is made not later than three (3) days after the employee returns to work.
- (c) When an employee wishes to leave work during working hours on account of sickness, or when the Employer has reason to believe that an employee should be sent home on account of sickness.
- (d) When requested by a Supervisor or Manager if the employee has been absent due to sickness three or more times in the course of a calendar year, or when a Department Head has reason to believe that an employee's behavior indicates an alcohol or drug abuse problem.

Information given to professionally qualified staff in the Health Centre during the course of an interview shall be considered confidential as to detail or diagnosis (except when confidentiality is waived by the employee) and the Health

Centre's report to the Employer or its representative shall be limited in general terms to statements of fitness or unfitness to work or to opinions as to the duration of absences due to sickness or disability.

In the event that any grievance or arbitration proceeding is commenced and information given to professionally qualified staff in the Health Centre as provided for in and protected from disclosure by the foregoing paragraph is or might be relevant or material to the issue(s) involved in such grievance, the employee concerned shall execute such consents as may be required to authorize the release of such information to the Employer, its counsel and any other person who may be consulted, retained or called upon to testify on behalf of the Employer in the course of any grievance proceeding or in preparation for any arbitration proceeding. If such consent is requested by the Employer and is not provided then neither the Guild nor the employee shall proceed with the grievance or the arbitration proceeding and the Arbitrator or Arbitration Board shall have no jurisdiction to proceed with a hearing into the grievance unless and until the release of the information has been duly authorized and the Employer, its counsel, consultant(s) or witness(es) have been afforded a reasonable opportunity to consider the information and take such further steps as the Employer might consider prudent in the preparation of its case. In the event that the grievance relates to or might give rise to monetary liability on the part of the Employer, there shall be no such liability and the grievor shall not be awarded any compensation or damages for or in respect of the period during which he or she withheld consent to the release of information by the staff of the Health Centre.

Any information disclosed in accordance with the foregoing shall be used only for the purpose of the arbitration proceeding to which it is relevant and the Employer undertakes that such information shall not be used by it for any other purpose without the express consent of the employee.

If, during the course of an interview, the Employer's physician requests an employee to undergo a test or examination, it is recognized that the employee shall have the right to have such examination performed by a physician designated by the employee except in cases where safety is involved or in the event of emergencies involving the health of other members of the staff, in which case the tests or examinations may be conducted by a physician designated by the Employer.

When such examinations and tests are performed by a physician designated by the Employer with the consent of the employee or where safety is involved or emergencies involving the health of other members of the staff, then such examinations or tests shall be conducted on the Employer's time and at the Employer's expense.

When such tests or examinations are to be conducted by the physician designated by the employee, they shall be conducted in consultation with the physician designated by the Employer. The employee's and the Employer's physicians shall consult on the results of such tests or examinations. If the Employer's physician is dissatisfied as to the nature or extent of the information received from the employee's physician as a result of consultation, the employee may be considered to have failed to provide medical evidence satisfactory to the Employer.

Under these circumstances, such tests or examinations, if conducted in the Province of Ontario, shall be carried out without loss of straight time compensation to the employee and in the

## ARTICLE 15 GRIEVANCE PROCEDURE

event of a doctor's fee not covered by any medical insurance program provided in this Collective Agreement arising from such tests or examinations the portion of such fee not covered by insurance shall be paid for by the Employer.

It is agreed that employees have the right to refuse to participate in any medical tests or examinations requested by the Employer other than pre-employment medicals or where safety is involved or in the event of emergencies involving the health of other members of the staff or when such tests or examinations are required by law but an employee who refuses to participate in such tests or examinations requested by the Employer may be considered to have failed to provide medical evidence satisfactory to the Employer.

When an employee is sent to the Health Centre for an interview under the terms of (c) above, he or she will be provided with a note from the Health Centre stating whether or not in the opinion of the Health Centre the employee should or should not be sent home. Except in cases of emergency when the employee is sent home immediately from the Health Centre, the employee must submit this note to his or her Supervisor immediately following the interview. An employee refusing to provide the Health Centre with information upon which to base an opinion as to fitness or unfitness to remain at work and who leaves work on his or her own volition shall provide medical evidence to the satisfaction of the Employer in justification of his or her absence from work within twenty-four (24) hours of leaving work, unless the nature of the sickness or disability makes this impossible and this can be corroborated to the satisfaction of the Employer.

It is understood and agreed that any employee shall have the right to refuse treatment in the Health Centre.

In any case involving a disagreement between the employee's physician and the physician of the Employer, at the request of either party a mutually acceptable qualified doctor of medicine shall be selected by the parties to resolve the medical dispute. His or her medical findings and opinions shall be conclusive and binding on both parties. This procedure shall be used to resolve medical disagreements only and shall not replace the grievance procedures described in Article 15. Costs of any fees charged by such a third party physician shall be shared equally by the parties.

Nothing stated herein shall in any way modify or negate the terms and conditions of Clause (1405) (h).

The Employer's right to require pre-employment medical examinations and to have such examinations performed by its physician or a physician designated by it, and the Employer's right to determine whether or not a person shall or shall not become an employee, is recognized by the Guild, and it is also recognized and agreed that such examinations may be conducted at any time during the probationary period of a new employee, although the Employer agrees that every reasonable effort shall be made to conduct such examinations before a person starts to work.

All medical examinations and tests requested by the Employer in accordance with this Clause shall be promptly complied with by all employees.

**(1501)** The parties agree that their interests are best served by the speedy resolution of grievances. To this end, the parties agree to initiate grievances promptly by bringing them to the attention of the other party as soon as possible in each instance, and by formalizing or ratifying settlement of grievances promptly.

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.

**(1502)** Any dispute or disagreement, including any question as to whether a matter is arbitrable, that arises between the parties hereto shall first be raised in the department concerned. An employee may, if he or she so desires, request the presence of his or her Steward when initiating a grievance and shall be so advised by the Employer.

If the matter is not then satisfactorily resolved, each party shall designate a committee of not more than four (4) persons, and of its own choosing, to reach agreement with the other party or his or her authorized representative. The Committee shall meet within five days following the request of the grieving party.

**(1503)** All matters to be referred to the Committee established under Clause (1502) shall be submitted by the initiating party to the other party in writing if requested.

**(1504)** Any matter referred to the Committee established by Clause (1502) (except renewal of this Agreement) not satisfactorily settled within ten (10) days of its first consideration shall be submitted to a Joint Standing Committee of four (4) members, two to be immediately appointed by the Employer and two by the Guild. The Joint Standing Committee shall meet within five days of a request and shall proceed forthwith to consider any matter before it.

**(1505)** Whenever any time limit is established in this Article on Joint Standing Committee procedure, such time limit shall be deemed to be exclusive of Saturdays, Sundays and recognized holidays, and may be extended by mutual consent.

**(1506)** If the procedure provided in (1504) does not bring agreement, or (1504) is omitted, as provided in (1507) below, within 20 days of its first consideration by the Joint Standing Committee, any matter may be referred to a Board of Arbitration upon the request of either party to this Agreement. Upon such a request being made, the Employer and the Guild shall each forthwith appoint a member of the Board of Arbitration. The two members of the Board shall select a third person as Chairman. If the two members fail to select a Chairman within five days of the appointment of the second of them, or if either party shall fail to name a member of the Board of Arbitration, the appointment of Chairman shall be made by the Minister of Labour on request of either party hereto. The Board of Arbitration thus formed shall hear and determine the matter and shall issue a decision and the decision 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 Guild, except that neither party shall be obliged to pay any part of a stenographic transcript without express consent.

(15<sup>r</sup> In any grievance, the parties may, by mutual consent, omit the step provided in (1504), and refer the matter directly to a Board of Arbitration as provided in (1506).

(1508) As required by the Labour Relations Act, there shall be no strike or lock-out so long as the Agreement continues to operate.

(1509) (a) When an employee is removed from his or her work for an interview for the purpose of inquiring into the employee's conduct which could result in suspension or discharge of such employee, the Employer shall advise the employee of his or her right to the presence of a Guild Steward. The Supervisor will send for the Steward at the employee's request without undue delay and without further discussion of the matter, provided that the Steward is readily available. If no Steward is available, the employee may request the presence of, and the Supervisor shall send for, a Guild unit officer or some other Guild member from his or her Department for the interview.

(b) Where the Employer intends to suspend an employee, the Employer will inform the employee of the reasons for such action prior to the employee leaving the Employer's premises, and will confirm such reasons in writing within five (5) working days if requested. Where the Employer intends to discharge an employee, the Employer will inform the employee of the reasons for such action in writing prior to the employee leaving the Employer's premises. In the case of either a suspension or a discharge, an employee may notify a steward from his or her Department (if available) before leaving the premises. If a Steward is not available, the Employer will provide the employee with the home telephone number of a Steward from his or her Department, provided the Employer has been supplied with this information by the Guild.

Nothing in this Clause shall prohibit the Employer from removing from its premises any such employee should the employee's conduct be such as to create an untoward disturbance.

(c) An employee will be tendered a copy of any warning, reprimand, suspension or other disciplinary action entered on his or her personnel record within five (5) working days of the action taken.

(1510) In that economic hardship to an employee who is dismissed is minimized to the greatest possible extent by the fastest possible resolution of any grievance arising out of such dismissal, both parties agree that either side may, in the case of a dismissal, waive the normal grievance procedure and the matter shall be processed to arbitration by a sole Arbitrator in the following manner.

Unless unavoidably delayed, or delayed by agreement of the parties to this Agreement and of the Arbitrator, any hearings required with respect to such dismissal shall be held within thirty (30) working days following selection of the Arbitrator. Selection of the Arbitrator by the parties shall be concluded within two (2) calendar weeks of the date of dismissal. 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 only one Arbitrator remains, and that Arbitrator shall be the Arbitrator selected to decide the case. Following conclusion of 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.

It is agreed that this procedure shall only apply to cases of disciplinary dismissal.

Both parties agree to make every reasonable effort to process grievances with respect to dismissals other than disciplinary dismissals as rapidly as possible.

The panel of Arbitrators referred to above shall consist of the following:--

Joseph Samuels	Owen Shime
Maureen Saltman	Ken Swan
Gail Brent	

(1511) The provisions of this Article do not bar an employee from presenting a complaint to the Employer, but any resolution of the complaint shall not violate this Agreement, and may be subject by either party hereto to review and correction through this Article.

## ARTICLE 16 SECURITY

(1601) No employee, other than an employee who, at the time of discharge, has not completed the appropriate probationary period specified in Clause (1606), shall be discharged except for just and sufficient cause or to reduce staff and no employee shall be disciplined except for just and sufficient cause.

(a) The Employer and the Guild recognize that every reasonable effort should be made to reduce the impact of the possibility of loss of employment from either (i) the introduction of new processes or new types of equipment or machinery, or (ii) all other types of layoffs, except discharges for cause. The Employer undertakes that reductions in staff shall be based upon sound business requirements. The following procedures will be in effect during the term of this Agreement:-- 2 rules ✓

(b) The Employer shall notify the Guild in writing at least ninety (90) days prior to the effective date of any such proposed dismissal of the job titles, number of employees to be dismissed in each work classification group and the reasons for the reduction in staff. The employee or employees in any classification who were last employed in the Bargaining Unit shall be the employee or employees to be named as those to be dismissed from each classification affected. ✓

The seniority of a part-time employee shall continue to be maintained on a list separate and apart from the seniority list which relates to regular full-time employees. In the event that it is necessary, in the discretion of the Employer to reduce part-time staff, the part-time employees who shall be named to be dismissed shall be those last employed regardless of the number of hours or shifts which such employees might have worked. ✓

(c) Within the ninety (90) day notice period mentioned above, the Employer shall accept voluntary resignations from other employees in the work classification groups involved in lieu of those named as specified in (b) above provided this is acceptable to the employee named to be dismissed. Such employee shall be paid the amount of severance pay provided by Clause (1201), sub-Section (b) ✓

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(d) Remaining dismissals, if any, shall be made in the inverse order of seniority in each work classification group.

(e) If an employee named to be dismissed under (b) above has the skill, ability and aptitude to perform work in other classification groups of the same or lower work classification, and within the same Department, which is being performed by an employee who was employed after the employee concerned, the named employee may elect within one week to be transferred to such work classification to replace the employee with the most recent date of employment, while retaining his or her original seniority.

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(f) An employee who bumps into a lower classification in which he or she has worked, shall be paid the top minimum for that classification.

(g) Upon transfer to a work classification in which he or she has not previously worked, an employee shall receive a new experience rating reflecting previous employment in comparable work and shall be paid a salary in his or her new job which concurs with his or her experience rating.

(h) The person so displaced may exercise a similar right to transfer, or he or she may elect to take severance pay equal to that provided by Clause (1201) (b).

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(i) If there is a vacancy in another Department, a displaced employee may elect to be transferred to that position if he or she has the skill, ability and aptitude to perform the work; a "vacancy" in such cases may be created by the acceptance of a voluntary resignation option exercised as provided herein by an employee in the same work group in the other Department, such employee to be paid an amount of severance pay equal to that provided by Clause (1201) (b).

(j) When a displaced employee elects to transfer to another department, he or she shall retain his or her original seniority for all purposes of this Agreement. Upon such transfer, the employee shall receive an experience rating reflecting previous employment in comparable work and shall be paid a salary for the new job in accordance with that experience rating.

(k) In the event of a staff reduction in a Department represented by the Guild, it is agreed that when vacancies exist in other Departments represented by the Guild, employees who would otherwise be terminated may be transferred to fill such vacancies when the vacancy is in a job requiring similar skills and when no reduction in salary or classification is involved. Under the circumstances of a staff reduction however, nothing shall preclude an employee from transferring to a lower rated job at a lower rate of pay on a voluntary basis in lieu of termination.

(l) During adjustments in staff in accordance with this Clause, the provisions of Section (902) shall be suspended. Notwithstanding any of the provisions of this Section or Section (902), an employee who has elected to transfer to a lower classification shall be given the first opportunity to accept a vacancy which is to be filled in the classification from which he or she was transferred. Should a vacancy develop which the Employer desires to fill by an addition to staff following such decrease, then (except for interim coverage) a person or persons discharged by reason of any decrease in staff shall be offered reinstatement to employment by letter addressed to his or her last known address on the Employer's records (and a copy sent to the Guild) in the reverse order of their discharge

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before other help may be employed. However, this privilege will not extend for a period longer than two (2) years. A person discharged by reason of a staff reduction who is notified of a vacancy, must notify the Employer of his or her acceptance within seven (7) days and report for work within two (2) weeks of acceptance or such later date as specified by the Employer or he or she would be deemed to have refused the offer of reinstatement to employment. The Employer shall extend the date for reporting for work for a reasonable period where extenuating circumstances exist. A refusal to accept reinstatement to employment in a position similar to the one he or she held shall relieve the Employer of the obligation to offer any further vacancies to him or her. A person who has been discharged by reason of a staff reduction and who accepts reinstatement to employment within a period not longer than two (2) years after such dismissal shall be allowed to retain any seniority rights accumulated up until the time of such dismissal. No seniority rights nor any other benefits shall be accumulated by the person reinstated to employment during the interval between his or her dismissal and his or her reinstatement to employment under this Clause. Upon reinstatement to employment under this Clause, an employee's seniority rights will recommence accruing on the date of the reinstatement to employment and he or she will be reinstated in all of the Employer's benefit plans subject to the terms and conditions thereof, and in the same or comparable position held immediately prior to the lay-off under the provisions of this Section, and at the applicable minimums for that classification plus whatever dollar differential above minimum he or she enjoyed when dismissed.

(m) Seniority means length of continuous service. Continuity of service shall be considered broken as set out in Clause (1405) and Clause (1705). In addition, continuity of service shall be considered broken and employment terminated:

(i) when an employee is discharged for just and sufficient cause or when an employee is discharged by reason of a staff reduction; or

(ii) when an employee resigns; or

(iii) when an employee refuses to accept an offer of re-hire into the job classification in which he or she has worked when discharged by reason of a staff reduction as referred to in Clause (1601) (1); or

(iv) in the event of any other absence for which the employee has not given proper notification and which is not specifically authorized or agreed to by the Employer; or

(v) when an employee, during the first two (2) years following the initial six (6) months' disability who is no longer considered to be totally and permanently disabled, refuses to return to his or her regular job classification as referred to in the provisions of Clause (1405) (g); or

(vi) when an employee, after the first two (2) years following the initial six-month period of disability who is no longer considered to be totally and permanently disabled, is not able to satisfactorily perform the duties of his or her former job classification.

Following the period of disability as defined in Clause (1405) (g), an employee who is capable of performing the duties of his or her former job classification shall be entitled to return to



his or her former job classification at a salary not less than that of the prevailing rate at the time of his or her return to employment calculated on the basis of his or her experience rating determined as of the date of the commencement of the sickness or disability absence.

If a reason for the absence referred to in Clause (1601) (m) (iv) is given which is acceptable to the Employer or it is established that the employee has not abandoned his or her job or where no discharge has been imposed and the employee has been permitted to continue in employment, the employee shall be allowed to retain any seniority rights accumulated up until the time of the commencement of the absence. Upon return to active employment under this Clause, an employee's seniority rights will recommence accruing on the date of the return to active employment.

Any period of employment for which dismissal pay has actually been paid, and not refunded, shall not be counted as service in calculating the amount of dismissal pay which may again become due after reinstatement to employment or in the calculation of eligibility for any other benefits based on length of service except as specified in Clause (1601) (l).

(n) The Employer agrees to maintain seniority lists for regularly employed full-time employees and separate lists for regularly employed part-time employees. The lists will be by Department as defined in Clause (1608) and will be produced by job classification showing the date from which seniority accumulates for each employee. An updated copy of the listings will be provided to the Guild during the month of April of each year.

The name of a regular full-time or regular part-time employee shall be placed on the appropriate seniority list next published following successful completion of the probationary period by such employee.

Temporary employees shall not establish seniority under this Agreement.

In the event of a disagreement regarding the seniority status of an employee the matter may be referred by the Guild to the grievance procedure as set out in Article 15 within ninety (90) calendar days from the date on which the seniority list was issued.

When two or more employees commence work in the same seniority group on the same day, the procedure for establishing their relative seniority shall be as follows:

- (a) The employee who commenced work at the earliest hour of the day shall be senior.
- (b) When the employees commenced work at the same hour, the one who signed the Company's application for employment first, shall be senior.
- (c) In the event that the above provisions do not result in a possible differentiation in the seniority of the employees concerned, then they shall be placed on the appropriate seniority list as agreed between the Employer's Director of Industrial Relations and the Local Representative of Southern Ontario Newspaper Guild.

(o) In the event a regular part-time employee attains regular full-time employment status such employee shall be entitled to credit only for straight time hours worked in the period of

his or her continuous service immediately preceding and contiguous to his or her attaining regular full-time employment status.

Credit for such part-time service shall be calculated in the following manner:

All straight time hours worked as a regular part-time employee shall be added together and divided by seven (7) to determine the number of normal working shifts which will in turn determine the regular full-time employment value of such part-time service, assuming five (5) normal working shifts per week. Having calculated the equivalent regular full-time service value of such part-time service the employee shall be awarded a new seniority date based upon the equivalent full-time service. E.g. a part-time employee who worked one (1) day each week for five (5) years and then became a regular full-time employee would be awarded the equivalent of one (1) year of regular full-time service and his or her seniority date would be amended so as to reflect this accumulated service.

In the event that the above formula results in two or more employees having the same seniority date, shift fractions resulting from above formula shall be used to determine the appropriate order of seniority.

(1602) Both parties to this Collective Agreement agree that mutual respect and courtesy shall form the basis of the relationship and the parties shall make every effort to conduct themselves in this spirit in all aspects of the relationship.

The Employer recognizes that the contractually agreed upon Guild activities of Stewards or duly elected Southern Ontario Newspaper Guild representatives are to be treated on an impersonal basis and may be conducted without prejudice to the future, ongoing, employment relationship of such employees.

The Guild recognizes that the exercise of management rights with respect to the supervision and discipline of employee members of the Union is to be treated on an impersonal basis as actions taken on behalf of the Employer.

The Employer agrees that an employee's engaging in those Guild activities provided for in this Collective Agreement, in the manner and to the extent so provided, shall not be construed as a conflict of interest. In all other situations, an employee's engaging in Guild or Union activities shall be subject to the provisions of Article 19.

(1603) At least two weeks' notice in advance of any discharge for alleged incompetence shall be given to the employee. One week's notice shall be required for the case of any other type of discharge except discharge for gross misconduct. No notice need be given in the case of discharge for gross misconduct. Notices specified herein shall be in writing to the Guild and to the employee, and shall give the general reason for such discharge.

(1604)(a) The Employer will give the Guild three (3) months' notice prior to the introduction of a technological change which will:

- (1) Create a new job classification significantly different from any existing job classification or significantly alter the job content of an existing job classification; or

- (2) Involve the significant re-training of an employee;

and four (4) months' notice prior to the introduction of a technological change which will result in a reduction of staff.

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(b) Within fifteen (15) days of such notice, the Employer will meet and discuss the details of the proposed changes including timing, procedures, training and transfers, together with any modifications that may be suggested by the Guild.

(c) (1) If the Guild wishes to make a case for a reclassification and/or change in compensation on the basis of the addition of new work or modification of existing work which is a direct result of the introduction of any technological change, it may file a grievance at any time within the seventh month following any introduction which affects the classification or classifications involved. The parties shall meet within ten (10) working days of the date of the filing of the grievance and if no agreement is reached within ten (10) working days of the date of the first meeting, either party may submit the matter to a Board of Arbitration as set out in Clause (1506).

(2) If an Arbitrator should find against the Employer, the Employer shall forthwith re-determine the rates and/or classification retroactively and the Arbitrator shall retain jurisdiction to review any re-determination upon the application of the Guild within thirty (30) days of such re-determination.

(d) (1) Upon the introduction of technological change as defined in Clause (1604) (i), any employee who must acquire new skills necessary to perform the job shall be entitled to have a reasonable period of time in which to acquire such skills and if necessary shall receive retraining on the time and at the expense of the Employer. A reasonable period of time shall be defined as no less than the amount of time provided for promotional trial periods in Clause (907).

(2) If, after a reasonable period of time as defined in (d) (1) above, an employee is unable to perform the job satisfactorily:

(i) The employee may proceed, with no reduction in salary, in accordance with the provisions of Clause (1601) (e), (h), (i), (j), (k); or

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(ii) Where an employee elects not to follow the procedures contained in (i) above, the Employer shall inform the employee of vacancies elsewhere in the Company for which he or she may apply and if retraining is necessary to equip the employee with the skills required by such jobs elsewhere in the Company, it shall be provided on the time and at the expense of the Employer. An employee relocated under this Section shall receive his/her previous salary until the wage classification to which he/she is transferred equals that salary, at which time his/her salary will be that of the wage classification in which he/she is employed.

(iii) Where an employee with less than five (5) years of continuous service, having exhausted the procedures contained in (2) (i) and/or (ii) above, is still unable to perform a job satisfactorily, such employee shall be subject to termination with dismissal pay as set out in Clause (1201) (a).

Where an employee with more than five (5) years of continuous service, having exhausted the procedures contained in (2) (i) and/or (ii) above, is still unable to

perform a job satisfactorily, such employee shall be continued in the employ of the Employer in any job provided by the Employer and shall receive his/her previous salary until the wage classification to which he/she is transferred equals that salary, at which time his/her salary will be that of the wage classification in which he/she is employed.

(iv) An employee who does not elect transfer under the terms of (2) (i) and/or (ii) above shall be subject to termination with dismissal pay as set out in Clause (1201) (b).

(e) The Employer shall make reasonable efforts to avoid the need to reduce staff following the introduction of technological change. If the Employer concludes in its discretion that attrition will not accommodate the reduction required by the Employer within a reasonable period of time, it shall:

(1) Invite voluntary transfers to vacancies in an employee's own Department or elsewhere in the Company according to the procedures in Clause (902). Where retraining is necessary to equip the employee with the skills required by the new job, it shall be provided on the time and at the expense of the Employer.

(2) Where procedures in (1) above do not bring about the desired staff reduction, offer to employees in the classification or classifications affected with 15 or more years continuous service, and aged 55 or more but less than age 65, in order of seniority and in the following order:

(i) For employees aged 64 but less than age 65, the opportunity to take a fully paid leave of absence to normal retirement date.

(ii) For employees aged 60 or more but less than age 64, who elect early retirement under the provisions of the Toronto Star Pension Plan, a pension supplement which would provide him or her with a pension equivalent to that which would have been earned at normal retirement age assuming no increase in salary from date of separation to date of normal retirement. At normal retirement age such pension supplement shall be reduced by the amount of money received by such employee as a result of Old Age Security and/or Canada Pension Plan at the levels applicable on the date of early retirement. In addition, such employee shall be eligible for dismissal pay in accordance with the terms of Clause (1201) (b).

(iii) For employees aged 55 or more but less than age 60, who elect early retirement under the provisions of the Toronto Star Pension Plan, in addition to dismissal pay in accordance with the terms of Clause (1201) (b), service credits in accordance with the following schedule:--

Age 55 - 5 year credit  
Age 56 - 4 year credit  
Age 57 - 3 year credit  
Age 58 - 2 year credit  
Age 59 - 1 year credit

The Employer will subsidize the difference between normal early retirement pension and the pension which

ould have been earned had service been extended in accordance with the above schedule of credits, assuming no future increase in earnings. When the employee reaches normal retirement age, the amount of the Employer's subsidy will be reduced by the amount of money received by such employee as a result of Old Age Security and/or Canada Pension Plan at the levels applicable on the date of early retirement.

(iv) As an alternative to the provisions of (e) (2) (i), (ii), (iii) above, employees with 15 or more years continuous service and aged 55 or more but less than age 65, in order of seniority who elect a deferred vested benefit under the provisions of the Toronto Star Pension Plan, or an unsupplemented early retirement pension, may elect a severance payment in the amount of one week's pay at straight time day shift rates in effect at the time of separation for each 4 months of continuous service to a maximum of 104 weeks' pay, subject only to the provision that no employee may receive a severance payment in excess of the straight time earnings which he or she would have received had no separation taken place.

(3) If, following the exhaustion of (2) above, further staff reductions are desired, the Employer shall offer to employees with 15 or more years of continuous service, aged 40 or more but less than 55, in order of seniority, the right to terminate their employment and receive dismissal pay equal to one week's pay at straight time day shift rates in effect at the time of separation for each 4 months of continuous service, to a maximum of 104 weeks' pay.

(4) If, following the exhaustion of (2) and (3) above, further staff reductions are desired, the Employer shall offer to employees with less than 15 years of service the right to terminate their employment and receive dismissal pay as provided in Clause (1201)(b).

(f) If, following the application of the foregoing procedures, a further staff reduction is desired, those named to be dismissed shall be the most junior in point of service in the group to be reduced in number. Those named to be dismissed shall, on the basis of seniority, be offered transfers to fill vacancies elsewhere in the Company, or if no such vacancies are available, be permitted to proceed in accordance with the provisions of Clause (1601) (e), without a reduction in salary for the 12 months immediately following such transfer. Where retraining is necessary to equip the employee with the skills required by the new job, it shall be provided on the time and at the expense of the Employer.

(g) Where no vacancies exist to which an employee named to be dismissed may be transferred, dismissal pay shall be at the rate set out in Clause (1201) (b).

(h) An employee named to be dismissed who refuses a transfer to a vacancy elsewhere in the Company shall receive dismissal pay as set out in Clause (1201) (a) upon the Employer giving 30 days notice in writing to the employee and the Guild.

(i) "Technological change" means the introduction of electronic input devices, significantly modified types of equipment or machinery, new or significantly modified types of computer software programs or computer hardware or types of equipment or machinery not hitherto employed within the

Bargaining Unit.

(j) The Employer agrees to advise the Guild in advance of any proposed introduction of a technological change in any department represented by the Guild, irrespective of whether or not such technology falls under the terms of Clause (1604) (a).

(k) The Employer shall monitor and regularly inspect the operation of new or significantly modified processes, or new or significantly modified types of equipment or machinery to assure continual compliance with laws and regulations applicable to such new or significantly modified processes or new or significantly modified types of equipment or machinery. The results of such monitoring and inspections shall be made available to the Guild upon request.

(1605) With proper regard to physical ability and general competence, the Employer agrees to continue the present policy of employing or promoting without regard to sex, race, creed, marital status, parental status, sexual preference, colour or national origin.

If the Employer requires minimum educational standards with respect to a job classification, a posting for a vacancy in that job classification shall include reference to such minimum educational standards. Nothing shall preclude the Employer from selecting a candidate for a trial period who has educational qualifications which exceed the posted basic minimum educational standards of a job classification and from making superior educational qualifications one of the bases for such selection. The Employer agrees that it will not attempt to preclude an employee from applying for a trial period by setting educational standards which unreasonably exceed the requirements of the job as it exists and is expected to develop.

(1606) Except as referred to otherwise in this Clause, all persons newly employed (including both full-time and part-time) who are covered by the terms of this Collective Agreement shall be on probation until they have actually worked a period of continuous service composed of 65 normal shifts (as defined in Clause (801)). All persons newly employed (including both full-time and part-time) in Finance and Administration Groups 1 and 2, Data Processing Groups 1, 2, 3, 4 and 6, Circulation Sales Division Groups A, B and C, Circulation Office Division Group 1, Editorial Groups 1, 1(A), 2 and TSS Sales Representative (3A), Newspaper Layout Department Group 1, Advertising Groups 1, 2, 3, 3(C) and 4, Creative Communications Groups 1, 1(A) and 2, Public Relations and Promotion Groups 1 and 2 and Audiotex Group 1 who are covered by the terms of this Collective Agreement, shall be on probation until they have actually worked a period of continuous service composed of 130 normal shifts (as defined in Clause (801)). The probationary period for employees in Editorial Group 3 and above may be extended for an additional 33 normal shifts (as defined in Clause (801)) of continuous service of actual work performed by the said employees at the request of the Employer.

Notwithstanding the above, the probationary period of a part-time employee shall not exceed the lesser of 450 straight time hours or six (6) calendar months from date of hire unless extended as provided hereinafter.

The above limits referring to 65 normal shifts actually worked and the 33 normal shifts actually worked extension or the lesser of 450 straight time hours or six (6) calendar month maximum for part-time employees may be extended or waived by

agreement of the Employer, the employee and the Guild.

A probationary employee may be dismissed at any time during the probationary period if, in the opinion of the Employer, the employee is not satisfactory. The Employer's decision to dismiss the employee shall not be arbitrary, discriminatory or made in bad faith. The Employer and the Union acknowledge that this constitutes a lesser standard within the meaning of

Section 43.1 (2) of the Labour Relations Act.

A probationary employee shall receive all the benefits of this Collective Agreement not otherwise excluded and provided that the employee fulfills the time limits of the respective plans during his or her probationary period, but, for greater certainty, the dismissal of a probationary employee during his or her probationary period, regardless of cause, shall not be made the subject matter of a grievance or submitted to arbitration by the employee, the Guild or otherwise.

Benefits which depend on length of service shall be computed from the date of commencing employment or the date of eligibility as determined in the contracts between the Employer and the carriers of group life and health insurance and as further determined by the Toronto Star Pension Plan.

(1607) It is agreed that in accordance with past practice the duties of loading and unloading vehicles operated by Drivers who are members of the Bargaining Unit in the distribution of the Employer's products are included in the type of work covered by the Drivers' classification.

The Employer agrees that in future when it intends to establish routes without helpers within the Census Metropolitan Area it will discuss the establishment of such routes with the Guild in advance.

(1608) For purposes of this Article, the following will constitute Departments: Finance and Administration; Circulation; Advertising; Newspaper Layout; Editorial including Toronto Star Syndicate; Wire Photo Service and Star Library; Delivery-Garage; Creative Communications including Public Relations and Promotion; Realty including Porters, Building Cleaners, Elevator Operators and Painters; Audiotex.

ARTICLE 17  
LEAVES OF ABSENCE

It is recognized that subject to the requirements of law, all leaves of absence must not interfere with the normal business of the Employer, but permission shall not be unreasonably withheld.

(1701) (a) Upon application in writing, leaves of absence of up to six (6) months (or up to one (1) year for educational purposes) may be granted at the discretion of the Employer for good and sufficient cause.

(b) (i) A female employee 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. Subject to the provisions of this Clause (1701) (b) and the Employment Standards Act, the Employer agrees that the terms of this Clause (1701) (b) shall be implemented in such a manner as to minimize the hardship upon the employee. The employee, however, shall provide the Employer with satisfactory medical evidence as to

her ability to continue working, if requested by the Employer. The beginning and the end of such leaves shall be at the discretion of the employee, subject to the provisions of this Clause (1701) (b) and the Employment Standards Act.

(ii) An employee shall be entitled to parental leave in accordance with the Employment Standards Act.

(iii) An employee who takes a leave of absence in accordance with this Clause (1701) (b) 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 an employee 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) An employee 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 employee does not intend to make her or his contributions to the cost of benefits, (a) in the case of an employee 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 an employee taking parental leave only, for the duration of such leave. Provided that the employee 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 employee is responsible for payment of 100% of contributions to premiums on all group benefits if the employee 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 employee on leave and such period of absence shall not be considered service for the purpose of accruing benefits under the Plan.

(iv) The Employer shall pay to an employee 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 the employee, a lump sum amount equal to two (2) weeks' Unemployment Insurance benefit.

(v) Paternity leave of one (1) day with pay shall be granted upon request; such leave may be taken on any day within seven (7) calendar days of the date of birth or adoption.

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(170) All requests for leaves of absence shall be in writing from an employee to the Department Head. All leaves of absence covered by this Contract are without pay unless otherwise specified in this Agreement.

(1703) In leaves of absence exceeding three months, other than pregnancy or parental leaves taken in accordance with Clause (1701) (b) and the Employment Standards Act, the employee must advise the Employer in writing at least one month before the expiry of the leave of his or her intention to return to his or her position; failing such advice the position need not be held open.

(1704) A temporary employee hired to cover a leave of absence will be covered by the provisions of Article 4.

5/6 ✓  
(1705) A leave of absence up to three months shall not be deemed to constitute a break in continuity of service. A leave of absence longer than three months excepting any pregnancy or parental leave taken in accordance with Clause (1701) (b) and the Employment Standards Act, shall constitute a break in continuity of service and no seniority rights nor any other benefits shall be accumulated effective from the date of the commencement of the leave of absence by an employee on a leave of absence longer than three months. An employee on a leave of absence longer than three months shall be allowed to retain any seniority rights accumulated up until the time of the commencement of the leave of absence. Upon return to active employment under this Clause, an employee's seniority rights will recommence accruing on the date of the return to active employment.

(1706) In any calendar year, the maximum number of employees who may go on leave of absence under this Clause (1706) shall be ten (10), and not more than three (3) from any one Department. Leaves covering employees in excess of this number may be granted with the consent of the Employer, which shall not be unreasonably withheld.

635/3 ✓  
(a) If an employee is elected or appointed to any office of the Communications, Energy and Paperworkers Union of Canada, the Canadian Labour Congress, the AFL-CIO or affiliate thereof, or office of a Local of the Communications, Energy and Paperworkers Union of Canada, such employee, on his or her own written request, shall be given a leave of absence.

When a leave of absence under this sub-Section (a) extends to more than two years, the employee shall give not less than two months' notice of his or her intention to return to staff.

An employee on leave of absence of more than five working days but less than two years shall give three weeks' notice of his or her intention to return to staff. An employee on leave of absence of five working days or less shall give the Employer at least 48 hours' notice of the commencement of the leave; an employee on a leave of absence which extends to more than five working days shall give the Employer at least two weeks' notice of the commencement of the leave. Returning employees shall be reinstated in the same or comparable position upon expiration of such leave.

635/3 ✓  
(b) Upon request in writing, a leave of absence shall be granted to an employee elected or appointed delegate to Conventions of the Communications, Energy and Paperworkers Union of Canada, the Canadian Labour Congress, AFL-CIO, or any other organization with which the Communications, Energy and Paperworkers of Canada is affiliated, and to delegates to special meetings called by the Communications,

Energy and Paperworkers Union of Canada. Such delegates shall give the Employer at least two weeks' notice of their intention to attend such conventions or meetings, and shall state in writing the duration of their absence at the time of their request.

(1707) An employee in the Editorial Department in Group 3A or higher (except for the Artist, Photo-Retoucher, TSS Sales Representative, and Supervisor Library and Research Services) and Group 5A may be required to take a leave of absence to campaign for elected public office either as a candidate or as an official of any candidate's organization or to act as an appointee to a government agency, board or commission. If elected to public office, such employee shall resign; if not elected, such employee shall be reinstated in the same or comparable position upon expiration of such leave. 31-0 ✓

In cases where the Employer deems it necessary, such an employee may be required to continue leave of absence for a period not exceeding three (3) months following the date of the election in which he or she was an unsuccessful candidate. During this post-election leave of absence period, the employee shall forego public involvement in political activity.

All employees in other Departments, together with those in Group 3A excepted by the foregoing and in Editorial classifications below 3A (Group 5A excepted) may be given permission or granted a leave of absence to campaign for elected office or to act as an appointee to a government agency, board or commission. If elected, such employee may continue in employment unless there is a conflict of interest in his or her continuing in employment or unless the duties of the public office interfere with the normal employment activities, in which case the employee shall resign; if not elected to public office, such employee shall be reinstated in the same or comparable position upon expiration of such leave.

In the circumstances where resignation is called for as described above, an employee may apply in writing for leave of absence without pay which may be granted at the Employer's sole discretion.

(1708) A permanent employee who has left or leaves the employment of the Employer to enter military service of the Canadian Government during a state of war or under compulsory military service shall, on release from such service, resume his or her position or a comparable one with a salary not less than that prevailing on his or her return for his or her experience rating on leaving.

(1709) Time spent in military service shall be considered part of continuous service with the Employer in computing severance pay, length of vacations, and all other benefits which depend in whole or in part upon the length of service with the Employer. Military service need not be credited in determining the employee's experience rating on return.

(1710) If an employee, upon his or her return from military service, is found to be physically incapacitated to the extent that he or she is unable to resume his or her former employment, the Employer agrees to make all reasonable efforts to place him or her in other suitable employment. If such other employment is not found, the employee shall receive severance pay.

(1711) Application for resumption of employment must be made within 90 days after termination of military service.

(1712) An employee promoted to take the place of one entering military service may, upon the resumption of employment by the returning employee, be returned to his or her previous position and salary. An employee promoted to a position as a military service replacement shall continue to accumulate experience credit in the classification from which he or she was promoted.

(1713) An employee hired as a replacement for one entering military service shall be covered by all the provisions of this Agreement, except for this military service Clause. A military service replacement, on entering military service, shall be construed to be a dismissed employee and shall be given accumulated severance pay and pro rata vacation pay.

(1714) An employee hired as a military service replacement shall be given preference over a new employee in the filling of a vacancy for a permanent position, providing both are equally qualified.

(1715) Permanent employees who are members of reserve units of the Canadian Armed Forces may apply for leaves of absence to attend periods of annual training which are required as a condition of participation in such reserve units. Requests must be made in writing to the Employer prior to May 1. The Employer will give consideration to such requests pursuant to Section (1701) of this Agreement.

(1716) Employees shall be entitled to participate in a deferred compensation leave plan in accordance with the Supplemental Agreement which is attached to and forms part of this Agreement.

## ARTICLE 18 EXPENSES

(1801) The Employer shall pay all authorized expenses incurred by the employee in the service of the Employer, if supported by vouchers or receipted bills when normally obtainable.

(1802) (a) Compensation for the authorized and/or casual use of an automobile owned by the employee in the service of the Employer (excluding private use and kilometerage to and from work) shall be at the rate of 31.5 cents per kilometer for the first 5,000 kilometers driven and 25.5 cents per kilometer for all subsequent kilometers driven.

Compensation for kilometerage shall be adjusted upwards or downwards every three months at the rate of .176 cents per kilometer for each one cent change in the price per litre of regular grade gasoline, such changes to be monitored by the average price of regular unleaded gasoline at ten (10) designated gas stations within Metropolitan Toronto but in no case shall the rate paid per kilometer drop below 31 cents for the first 5,000 kilometers driven or below 25 cents for all subsequent kilometers driven.

The above levels of compensation are intended to cover reimbursement for kilometerage involving the use of gasoline fueled vehicles. In the case of vehicles requiring other forms of fuel, the Employer reserves the right to reimburse on a basis which it deems appropriate.

The employee must submit proofs for all kilometerage claimed and the Employer has the right to satisfy itself that such kilometerage figures are accurate.

Each employee, who is authorized to use his or her personal automobile in the conduct of the Employer's business, must carry a minimum of \$1,000,000.00 liability insurance with a recognized insurance carrier.

The Employer will pay the full cost of any additional liability or collision insurance required for business purposes in accordance with the specifications issued by the Employer. It is understood and agreed that such specifications will include the indemnification of the company for all costs in respect of accidents resulting from employee negligence or malfeasance.

When an employee is authorized and required as a condition of employment to provide a car for the Employer's business, a kilometerage allowance at the rates herein specified shall be paid equal to the specified rate times 16,093 kilometers per fiscal year, except as provided herein. If the Employer initiates a change in this arrangement during any year, nevertheless the full minimum payment for the year shall be made. If a change in this arrangement arises, (a) by termination of employment or promotion or (b) for any reason not initiated by the Employer, the minimum payment for that year shall be pro-rated over the period of actual use of the automobile, except if the change arises as a result of the sickness or disability of the employee, in which event the minimum payment shall be pro-rated over the period of actual use of the automobile, but shall not be less than \$500.00.

Employees required to provide automobiles as a condition of employment must provide automobiles suitable for the job to be performed as specified by the Employer.

(b) An Advertising Salesperson who is required and authorized in writing to use a vehicle in the performance of his or her outside sales duties shall elect between the following options:

(1) The employee may elect to operate his or her own vehicle and be reimbursed in accordance with Clause (1802).

or

(2) The employee may elect to be provided with a leased vehicle appropriate to the requirements of the job. The maximum monthly lease cost for such vehicle (inclusive of applicable taxes) shall be \$410.00.

An employee who elects to be provided with a leased vehicle shall be obliged to use such vehicle (to the exclusion of his or her own vehicle) for the duration of the lease term. If the employee wishes to use his or her own vehicle after the expiration of a lease period, the employee shall so notify the Employer not later than 30 days prior to the expiration of the lease term.

Terms and conditions of an employee's use of a leased vehicle, including terms and conditions relating to insurance, use by family members, personal use and reimbursement to the Employer therefore, accidents, maintenance and service, fuel expense and liability in respect of fines and like charges shall be as established by the Employer and notified to the employees and the Guild from time to time.

An employee who loses or has his or her driving licence suspended, or who is employed in a position or under circumstances in respect of which the Employer is not obliged to pro-

vide vehicle, or who is terminated, or who is absent on Long Term Disability benefits shall be obliged to return his or her leased vehicle to the Employer.

An employee shall be allowed an opportunity to purchase the leased vehicle at the end of the lease term or, subject to the approval of the lessor, to assume the lease in the event of the employee's being assigned to duties in respect of which the Employer is not obliged to provide a vehicle.

(1803) Whenever the finishing time of an employee working a day shift extends beyond 8 p.m. in the Delivery-Garage and beyond 7 p.m. in Advertising, Newspaper Layout, Creative Communications, Public Relations and Promotion, Finance and Administration, Circulation, Editorial, Audiotex and Realty Departments, and when in the same shift the employee works more than 1 hour of authorized post-shift overtime, then (at the Employer's option) either (a) a supper period of between 30 minutes and 60 minutes (as determined by the Employer) will be given without pay and a supper allowance of \$9.25 paid or (b) no supper period given and the \$9.25 supper allowance added to the overtime pay earned. Whenever an employee working a night shift works in excess of 1 hour of authorized post-shift overtime, such an employee shall receive (at the Employer's option) either (a) a supper period of between 30 and 60 minutes (as determined by the Employer) without pay plus a meal allowance of \$9.25 or (b) no meal period and the \$9.25 meal allowance shall be added to the overtime pay earned.

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(1804) In the case of Photographers and Reporter-Photographers who use their own equipment in the service of the Employer, a mutually satisfactory rental rate of compensation shall be agreed upon.

(1805) The Employer agrees to share equally the cost of a coverall service for mechanics in the Delivery-Garage Department.

(1806) The Employer agrees to provide suitable protective clothing for each mechanic going out on repair calls.

(1807) Regular full-time Helper Loaders who have 12 months of continuous service to the date of signing this Agreement shall be paid a clothing allowance of \$75.00. Such clothing allowance shall be paid annually thereafter on the anniversary date of the date of signing this Agreement provided such Helper Loaders have 12 months of continuous service on that anniversary date.

## ARTICLE 19 MISCELLANEOUS

(1901) The Employer agrees to provide bulletin boards for employees covered by this contract for the use of the Guild as in the past in addition to CMAA Zone Offices and depots. Such boards will be displayed in a prominent place.

(1902) (a) An employee's by-line or credit line shall not be used over his or her protest. Whenever substantial changes are made in a Reporter's story, an effort will be made to discuss the changes before publication of the story, failing which the by-line shall not be used.

(b) Except where libel or legal action has been threatened or appears probable, the Employer will not publish a correction

or apology in respect of an employee's work until a reasonable effort has been made to discuss the matter with the employee. To do this the Employer shall attempt to contact the employee by telephone at home and at work, and if not reached in this way, by a note sent to the employee at his or her place of work prior to publication of such correction or apology.

(c) Except where libel or other legal action has been threatened or appears probable, no Letter-to-the-Editor criticizing an employee's work shall be published without such criticism being reviewed with the employee prior to publication if it is practical to do so.

(d) Every reasonable effort will be made to resolve matters under sub-Clauses (a), (b) and (c) during the employee's scheduled shift, but under no circumstances will the Employer be liable for any additional overtime cost as a result of these clauses.

(e) (i) No employee shall be required by the Employer to give up custody of or disclose any knowledge, information, notes, records, documents, films, photographs or tapes or the sources thereof to any party other than the Employer. The Employer agrees that the foregoing shall not be released to any other party without discussing the matter with the employee.

(ii) If the employee is proceeded against under law on account of his or her refusal to surrender or disclose or authenticate to any party other than the Employer and when the Employer concurs with the position of the employee in this matter, the Employer shall meet all expenses incurred by the employee, such expenses to include fees and expenses of legal counsel selected by the Employer. The Employer shall further indemnify such employee against any monetary loss including but not limited to fines, damages, or loss of pay, provided the employee has not knowingly falsified material for publication.

(iii) No person shall lose employee status as a result of exercising his or her rights under this Clause providing the employee has not knowingly falsified material for publication.

(iv) Both parties to this Agreement agree that readers have a right to be informed as to sources of information published in the newspaper.

(v) The Employer agrees to advise an employee whose by-lined material is to be submitted for an award, prior to its being submitted, to give consideration to any objection the employee voices with respect to submission of such material.

Both parties agree that protection of the identity of news sources can be a matter of considerable importance and that every reasonable effort shall be made to protect the identity of a news source when a Reporter has accepted a story on the understanding of non-attribution where it can be shown that revelation of the identity of such news source would either place the individual concerned in serious jeopardy or where information of significant social importance would otherwise be withheld from the newspaper and therefore be made unavailable to its readers.

(1903) Each Vehicle Mechanic is expected to have a customary set of tools recognized by his or her trade. The Employer agrees to provide a tool allowance of up to \$200.00. in each



calendar year. Tools shall be requisitioned through the Employer's Purchasing Department, and requisitions shall be duly authorized by the Fleet Manager.

The Employer will pay 50% of the premium for the insurance of Field Mechanic's tools to a maximum insurance value of \$3,000.00 per Field Mechanic on the understanding that the Field Mechanic is responsible to pay any deductible required under the Policy.

**(1904)** Employees shall be free to engage in activities outside business hours, provided:

(i) That such activities are not with a direct competitor and do not render him or her at any time incapable of discharging his or her duties to the Employer.

(ii) That without permission no employee shall exploit his or her connection with the Employer in the course of such activities.

(iii) That in the case of Editorial material intended for Canadian news and magazine publications deemed to be in direct competition with the Employer, such material shall first be submitted for sale to the Employer, in brief summary form for non-fiction and in full text for fiction. Such material shall be accepted or rejected by the Employer within five days. If accepted the writer shall be paid at the highest standard rate then prevailing for the purchase of such material by the Employer. If rejected, the material may be marketed elsewhere, but not to another Toronto-based newspaper or magazine nor to any publication which is distributed as part of, or in connection with, any newspaper published in Ontario.

(iv) In the case of a truck Driver, the only conditions applicable to such outside activities are that such activities do not render the employee at any time incapable of discharging his or her duties to the Employer and, further, that the Employer shall in no way be penalized directly or indirectly by the consequences of any such outside activity.

(v) That such activities do not constitute a conflict of interest with the employee's normal employment activities.

**(1905)** The Guild reserves to its members the right in each particular instance in the Editorial Department to refuse to handle work emanating from or destined to other Guild offices at which a legal Guild strike or lock-out is in progress, following a declaration by the Guild that such a situation exists.

**(1906)** During the life of this Agreement the Employer agrees not to increase the number of Reporter-Photographers who are employees unless a reporter or a photographer is also added to the staff, such addition to result in an increase in number of Reporters or Photographers over the number on the staff as of June 17, 1971. Staff Photographers shall not write news stories, nor shall staff Reporters take news pictures, but this restriction shall not apply to the preparation of Star Weekly feature articles or to the preparation of articles for successor magazines or to Reporters or Photographers covering assignments outside Canada, except that no Reporter or Photographer will be laid off as a result of The Star exercising this right and any Reporter who is required by the Employer to take pictures will be paid a 10% differential for the shift on which he or she was required to take pictures.

**(1907)** The Employer will pay the premium cost insurance

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coverage to provide a benefit of \$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 or her employment.

In the case of war assignments, insurance provisions will be arranged at the time of the assignment and the benefit to be paid shall be not less than twice that provided heretofore in the event of the accidental death of an employee occurring or resulting from injuries sustained in the course of his or her employment.

The right of an employee to compensation for loss of or damage to his or her personal property not covered by insurance when occasioned in the course of his or her employment, and when clearly not the result of carelessness, reasonable wear and tear, or of an illegal act or of a violation of this Agreement by the employee, is hereby confirmed in accordance with past practice. This section shall in no way apply to loss of or damage to a personally owned vehicle whether authorized for business use or otherwise.

**(1908)** The group life insurance program available to employees at date of signing of this Agreement shall be continued on terms no less favorable than those available at that date.

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.

**(1909)** In the event of the death of the spouse or children, parent, step-parent, legal guardian, brothers, sisters, parents-in-law, step-children, grandparents, grandchildren, brothers-in-law and sisters-in-law of an employee, a bereavement leave, when such absence is necessary for the purpose of attending at the funeral or making the funeral business arrangements, of one, two, three, four or five days with pay for any regularly scheduled days not worked shall be granted between the date of death and the date of the funeral inclusive, provided that if the employee must be replaced, coverage shall be at time and one-half.

For the purposes of this Clause only the term spouse shall apply to either a lawful or to a common-law spouse.

**(1910)** A regular employee called for jury duty or subpoenaed as a witness will be paid the difference between jury duty or witness pay and his or her regular pay while so serving, unless the employee's appearance is the result of activity outside his or her scheduled working hours, for which he or she receives remuneration, and which could reasonably be expected to involve court appearances, and unless the employee is in any way in violation of the terms of (1904) of the Collective Agreement. If the employee's attendance as a juror or witness exceeds one-half of a scheduled shift in a day of service, he or she will not be required to work.

**(1911)** Effective January 1, 1992, Standard Life, Policy No. 10 576-N (the "Plan") will replace existing dental insurance programs. Subject to the following and the Employer's unilat-

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eral not 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 full-time employees of the Employer are eligible to participate in and, subject to paragraph (4), must participate in the Plan unless specifically excluded by virtue of the terms of the Plan;

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(2) all regular part-time employees of the Employer are eligible to participate, but once enrolled may not opt out of the Plan except as provided for in paragraph (4) or under the terms and conditions specified in the Plan;

(3) temporary employees are ineligible to participate in the Plan;

(4) 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; and

benefits under the Plan shall be amended as follows:

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(i) 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;

(ii) 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

(iii) 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.

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*75%* ✓  
The premium cost sharing arrangements on behalf of regular full-time employees which have the Employer paying 75% of the premium costs with the employee 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 part-time employees shall be in accordance with the provisions of Clause (403).

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(1912) 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 \$175.00 towards the purchase of prescription eye glasses or contact lenses once every 24 months, with the plan assuming the cost up to \$175.00 per eligible family member in each 24 month period.

The Star agrees to permit any regular full-time employee requiring, by prescription, special glasses in order to be able 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 \$175.00. Part-time employees shall be permitted to participate in this benefit on a proportionate basis.

(1913) The Employer will post, in a conspicuous place, its policy for handling Company funds and the rules of conduct for Circulation sales contests in all zone offices and will supply all Circulation employees with a copy at regular intervals.

(1914) Effective on the first day of the first month following date of signing of this Agreement, the Employer agrees to provide assessment and treatment services for musculo-skeletal injuries, including soft-tissue injuries such as repetitive strain injury, through the services of Active Physiotherapy Rehabilitation Group, St. Michael's Hospital Occupational Health Clinic or the Occupational Health Clinic for Ontario Workers or another service provider as may be agreed to by the Medical Director of St. Michael's Hospital Occupational Health Clinic and the Medical Director of the Employer's Health Centre.

The terms and conditions under which these services will be provided are as follows:

1. All regular full-time and regular part-time employees of the Employer are eligible.
2. Temporary employees are ineligible.
3. Dependents of employees are ineligible.
4. The Employer will assume all costs of providing the service up to a maximum of one thousand, five hundred dollars (\$1,500) per regular full-time or part-time employee per calendar year (January 1 - December 31).
5. The Employer may, in its sole discretion, agree to provide additional coverage in excess of the one thousand, five hundred dollar (\$1,500) limit if it deems it necessary in the circumstances.
6. In all cases, employees must first contact the Employer's Health Centre before receiving treatment under this provision. In the event that the employee is to receive treatment through Active, St. Michael's Hospital Occupational Health Clinic or the Occupational Health Clinic for Ontario Workers, the employee may be referred either through their physician or the Health Centre. In the event that treatment is to be provided by another service provider, such treatment must be agreed to as stipulated above prior to referral.
7. The employee will be required to sign a waiver releasing information on the assessment and progress of treatment to the Employer.
8. The Guild and the Employer will jointly promote the use of the services in the workplace and will encourage employees with musculo-skeletal injuries to take advantage of these services.

(1915) Common-law spouse shall be defined for all purposes of this Collective Agreement, with the exception of the Toronto Star Pension Plan, as a person, including a same sex partner, whose name has been provided, in writing, to the Human Resources Department as being a common-law spouse, at least four (4) months previous to claiming the benefit that

results.

**ARTICLE 20  
HEALTH AND SAFETY**

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 ("**OHSA**") 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 OHSA in all respects.

(A) The Employer and CEP, Local 87-M, Southern Ontario Newspaper Guild agree that they have a mutual objective with respect to the maintenance of a safe and healthy work environment and that they will endeavour to co-operate with each other with a view to maintaining an excellent safety record at the newspaper.

(B) There shall be no imposition of duties constituting a severe hardship or severe risk of personal injury upon any employee.

5/ The Employer recognizes the right of an employee to refuse in the manner and to the extent provided by the Occupational Health and Safety Act of the Province of Ontario, to perform work which he or she has reason to believe is likely to endanger himself, herself or another person or under any other circumstances provided in Section 43 of said Act

66/4 (C) A Southern Ontario Newspaper Guild Employer Safety Committee shall be maintained consisting of equal representation of Bargaining Unit employees and representatives of the \*Employer. The number of official Safety Committee representatives from either party shall not exceed five (5). Each party shall notify the other in writing of its appointees and any subsequent changes. The Safety Committee referred to herein shall be the official Safety Committee with regard to all matters of safety with respect to areas falling within Southern Ontario Newspaper Guild jurisdiction and subject to all of the terms and conditions of the appropriate health and safety legislation of the Province of Ontario. Notwithstanding this provision the Employer's Manager, Health and Safety shall be empowered to set up and schedule sub-Committee meetings to deal with specific problems relating to specific Departments. Safety representatives shall be appointed by CEP, Local 87-M, Southern Ontario Newspaper Guild as follows:

Circulation Department.....	1 Per Zone
Delivery.....	2
Garage.....	2
Advertising.....	1
Editorial.....	1
Finance & Administration.....	1
Other.....	1

Designated back-ups shall also be appointed by CEP, Local 87-M, Southern Ontario Newspaper Guild and the names of safety representatives and their back-ups shall be provided in writing to the Employer's Manager, Health and Safety. CEP, Local 87-M, Southern Ontario Newspaper Guild representatives at safety sub-Committee meetings scheduled by the Employer's Manager, Health and Safety shall be made up of safety representatives or official back-ups from the appropriate

areas under discussion. The obligation of a safety representative shall include bringing to the attention of the Employer at the departmental level any appropriate matters relating to health and safety pertaining to his or her Department. A record of all complaints with respect to health and safety made by departmental representatives shall be maintained and shall be subject to review by the Safety Committee described herein. The Safety Committee shall meet not less than once every two (2) months. Minutes of Safety Committee meetings shall be maintained and distributed to each Committee member. The agenda for a Safety Committee meeting shall be distributed to all Safety Committee members at least one week in advance of the meeting date. Committee members wishing to have items placed on the agenda, which shall be prepared by the Employer's Manager, Health and Safety, shall provide him/her with the necessary information to prepare the agenda at least forty-eight (48) hours prior to distribution date.

(D) Both parties agree to maintain a joint Star Management/CEP, Local 87-M, Southern Ontario Newspaper Guild Committee during the life of the Collective Agreement for the purpose of discussing issues relating to the use of video display terminals by employees of Toronto Star Newspapers Limited who are represented by CEP, Local 87-M, Southern Ontario Newspaper Guild.

The Guild and the Employer will appoint an equal number of representatives to this Committee, but this number shall not exceed four (4) except by mutual consent. Either party wishing to schedule a meeting of the Committee shall so advise the other in writing providing at least fourteen (14) calendar days' notice together with a proposed agenda. The time and place of such meeting shall be set by mutual consent but in no case shall such meeting result in any undue interference in the production or distribution of the Employer's products.

When a pregnant employee whose regular work involves use of a video display terminal requests temporary reassignment to work not involving use of a video display terminal during the course of her pregnancy, the Employer agrees to canvas every department in which the employees are represented by the Guild to determine if a suitable vacancy exists. The Employer further agrees that such a transfer application shall not be rejected on the grounds of lack of experience if it is reasonable in the Employer's judgment to expect that this can be overcome by training within a one week period.

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If no alternative position is available, the employee may apply for leave of absence without pay until she returns from maternity leave of absence. Employees who take such a leave of absence are responsible for payment of the full premiums of group health care plans, however, the employee may elect to have the Employer pay 100 percent of contributions to premiums of group health care plans as provided for in Clause 1701 at the commencement of this leave of absence or to delay such Employer contributions until the commencement of normal maternity leave of absence. In any event the Employer's obligation to pay 100 percent of contributions to premiums of group health care plans shall not exceed a period of 6 calendar months.

The Employer agrees that starting in 1988 it will introduce a video display terminal testing program which will provide for the testing of video display terminals for extra low frequency emissions, microwave emissions and x-radiation emissions, such testing to be performed not more than once every two (2) calendar years on each video display terminal.

The Employer agrees to maintain an on-going video display

ter of cleaning program during the currency of the Collective Agreement.

(E) The Employer agrees that during the currency of this Collective Agreement it will maintain its policy with respect to the payment and issuance of safety equipment, a copy of which shall be provided to CEP, Local 87-M, Southern Ontario Newspaper Guild.

(F) The Employer agrees to make footwear safety overlays available for use by Office Messengers when they are required to perform work in areas requiring the use of such safety devices.

### ARTICLE 21 JURISDICTION

(2101) The Employer recognizes that in most cases maximum efficiency of its operations is obtained by having work done by employees, and agrees that all reasonable efforts will be made to preserve the employee status of employees whose work occurs or originates in Metropolitan Toronto. In the operation of this principle any such change in status of any employee will not be made prior to consultation with the Guild.

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(2102) The Employer shall not assign to any employee outside the Bargaining Unit covered by this Agreement any work now done by employees within the Bargaining Unit, except to the extent that such work is performed by employees outside the Bargaining Unit at date of signing.

(2103) All matters concerning the operations of the Employer and the conduct of its business are reserved to the Employer and shall be its exclusive responsibility and shall be exercised subject to and in accordance with the provisions of this Collective Agreement. The Employer agrees that, in the exercise of its rights, it shall not act in a manner that is arbitrary, discriminatory or in bad faith.

### ARTICLE 22 DURATION and RENEWAL

(2201) This Agreement shall become effective (except as provided herein) on January 1, 1995 and shall expire on December 31, 1997. It shall be binding upon the successors and assigns of both parties.

(2202) Within ninety days prior to the termination of this Agreement, the Employer or the Guild may open negotiations for a new Agreement to take effect upon the expiry of this present Agreement. It is agreed that new Contract increases or decreases in basic wages are to be made retroactive to January 1, 1998, but during negotiations all other terms and conditions of the Agreement shall remain in effect until the Agreement has been lawfully terminated.

### CEP, LOCAL 87-M SOUTHERN ONTARIO NEWSPAPER GUILD

PER:

Bill Petrie *[Signature]* Jeff Bodruck *[Signature]*  
Carol Wall *[Signature]* Sharon Fagan *[Signature]*  
John Devere *[Signature]* Paul Sandilands *[Signature]*  
George Stepaniuk *[Signature]* Elizabeth DeMilo *[Signature]*

### TORONTO STAR NEWSPAPERS LIMITED

PER:

Jagoda Pike *[Signature]* Lol Macchiusi *[Signature]*  
Bernadette Clancy *[Signature]* Frank Bourjo *[Signature]*  
Glenn Simmonds *[Signature]* Phil Bingley *[Signature]*  
Joan Fairweather *[Signature]*

Dated this 13th day of April, 1995.

### SUPPLEMENTAL AGREEMENT TO THE MAIN AGREEMENT (and forming part of the Main Agreement)

Between: Toronto Star Newspapers Limited  
(hereinafter known as the "Employer")

And: CEP, Local 87-M,  
Southern Ontario Newspaper Guild,  
(hereinafter known as the "Guild")

Dated this 13th day of April, 1995.

### RE: ADDITIONAL EXCLUSIONS AND THE INCLUSION OF INSERTERS AS PART OF THE BARGAINING UNIT

(1) Both parties agree that the number of specified exclusions from the Bargaining Unit as defined in the Collective Agreement shall not be modified upwards or downwards, except by mutual consent and except that the Employer may seek to have any new Bargaining Unit positions excluded from the terms of the Collective Agreement during the term of this Collective Agreement (January 1, 1995 to December 31, 1997) by application to the Ontario Labour Relations Board.

(2) The Employer agrees that Inserters employed at Circulation Department depots whose functions and employment conditions are specified in Schedule 1 attached, shall be included as part of the Bargaining Unit within the Circulation Department.

**CEP, LOCAL 87-M, SOUTHERN ONTARIO  
NEWSPAPER GUILD**

**PER:**

Bill Petrie *[Signature]*  
Carol Wall *[Signature]* Sharon Fagan *[Signature]*  
John Devereil *[Signature]* Paul Sandilands *[Signature]*  
George Stepaniuk *[Signature]* Elizabeth DeMilo *[Signature]*

**TORONTO STAR NEWSPAPERS LIMITED**

**PER:**

Jagoda Pike *[Signature]* Lou Macchiusi *[Signature]*  
Bernadette Clancy *[Signature]* Frank Bourjot *[Signature]*  
Glenn Simmonds *[Signature]* Phil Bingley *[Signature]*  
Joan Fairweather *[Signature]*

Dated this *13<sup>th</sup>* day of *April*, 1995.

**SCHEDULE 1**

**TERMS AND CONDITIONS OF EMPLOYMENT  
FOR INSERTERS**

The terms and conditions of employment for Inserters as from January 1, 1995 shall be as follows:

1. Inserters shall receive vacation pay in accordance with the Ontario Employment Standards Act.
2. Inserters shall be covered by Workers' Compensation and for Unemployment Insurance as may be required by law.
3. The Employer will make matching contributions to the Canada Pension Plan on behalf of Inserters, as required by law.
4. Inserters shall not be covered by any of the provisions of the Main Collective Agreement between the parties, or by any provisions not specifically mentioned herein, with the exception of Article 2, Article 5 and Article 15 of the Collective Agreement dated January 1, 1995 to December 31, 1997.
5. The maximum rate of pay for the inserting of products shall not exceed 1 3/4¢ for the first issue and 1/2¢ for any additional insert in the same issue. Work described in paragraph 8 below shall be compensated for only as provided in that paragraph.
6. The times at which Inserters shall report to depots shall be designated by the Employer.
7. It is understood that this Agreement in no way provides exclusive jurisdiction to the Guild with regard to the insertion of products in the newspaper or associated parts thereof, or

jurisdiction of any kind in excess of that provided in the Collective Agreement between the parties dated January 1, 1995 to December 31, 1997.

8. When the counting and bundling of inserts (including, if required, the preparation of materials, numbering and tying) is assigned to inserters at the sole discretion of the Employer, compensation for such work shall be based on the number of insert packages counted at a rate of 625¢ for each insert package counted; however, if the insert packages are inserted as contemplated by paragraph 5 above the totality of the work shall be compensated for in accordance with the provisions of paragraph 5 and there shall be no separate or additional compensation in respect of the work described herein. An insert package may consist of a single insert or an insert into which any number of other inserts have been inserted. This shall in no way limit the Employer's right to have this or other similar work performed by other Circulation Department employees as part of their regular work functions or in any way provide the Guild with exclusive jurisdiction over this kind of work, which may also be performed by employees or other Departments or in any other manner as may be deemed appropriate by the Employer.

9. De-inserting shall be compensated for at the rate of 2¢ per insert specified by the Employer for de-inserting which shall include any work required to package de-inserted inserts.

10. Inserters will be paid a lump sum of \$7.50 over and above earnings for work performed for each hour or major fraction thereof by which work is delayed beyond the time at which the Inserter was required to report to work (and did report to work) by virtue of unavailability of product.

**SUPPLEMENTAL LETTER OF AGREEMENT**

1. CEP, Local 87-M, Southern Ontario Newspaper Guild, agrees that senior executives of the Guild, as designated by the Guild, shall meet with senior representatives of The Star at regular intervals during the life of the Contract to discuss the 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. The Guild agrees to take whatever steps may be possible in ensuring that the benefits relating to sickness as outlined in Article 14 are not subject to abuse.
3. Any major change in the basic or fundamental depot distribution/inserting system will only be made after three (3) months' notice to and discussion with the Guild.
4. It is agreed that demotions are not transfers as defined in Clause (904) of the Collective Agreement. It is further agreed that the validity of a demotion is subject to challenge under the terms of Article 15 of the Collective Agreement.
5. The Guild agrees that temporary coverage of absence is a requirement to which the employer is entitled. The Employer agrees that an employee may only be required to work in another classification for the purpose of covering absence if such coverage cannot be met on a voluntary basis.
6. The operation of electronic input devices in departments represented by the Guild, such as, but not limited to, cathode ray tubes, video display or makeup terminals, or significantly

more types of equipment or machinery, or types of equipment or machinery not hitherto employed within the Bargaining Unit, shall not be interpreted as changes in types of work covered by existing classifications, provided that such devices, equipment or machinery are used in the performance of work which is the same as, or similar to, work which has historically been performed within their classifications by employees represented by the Guild.

7. It is agreed that Clause (703) will be interpreted in accordance with the principles set out in the arbitration award of Mr. Martin Teplitsky dated January 31, 1978, in connection with the grievance of the Guild on behalf of Mr. Alex Dorosh.

8. It is agreed that the change in the Long Term Disability eligibility provisions in the Collective Agreement dated July 1, 1979 to July 31, 1982, will only apply to employees hired following signing date of that Collective Agreement.

**CEP, LOCAL 87-M  
SOUTHERN ONTARIO NEWSPAPER GUILD  
PER:**

Bill Petrie *Bill Petrie* Jeff Bodrucky *Jeff Bodrucky*  
 Carol Wall *Carol Wall* Sharon Fagan *Sharon Fagan*  
 John Deverell *John Deverell* Paul Sandilands *Paul Sandilands*  
 George Stepaniuk *George Stepaniuk* Elizabeth DeMilo *Elizabeth DeMilo*

**TORONTO STAR NEWSPAPERS LIMITED  
PER:**

Jagoda Pike *Jagoda Pike* Lou Macchiusi *Lou Macchiusi*  
 Bernadette Clancy *Bernadette Clancy* Frank Bourjot *Frank Bourjot*  
 Glenn Simmonds *Glenn Simmonds* Phil Bingley *Phil Bingley*  
 Joan Fairweather *Joan Fairweather*

Dated this *13<sup>th</sup>* day of *April*, 1995.

**LETTER OF AGREEMENT  
RE: COPY EDITORS**

This will confirm agreement between the parties that the Employer may test candidates from outside the Company for the position of Copy Editor by having them perform live copy editing on a pre-employment trial basis for a maximum of ten (10) working days. It is also agreed that the amount of time spent on the pre-employment trial shall be deducted from the probationary period of that Copy Editor.

The manner in which such a person is compensated and the amount of such compensation shall be determined by the Employer but shall not be less than the starting rate of pay for a Copy Editor as shown in Article 10, Editorial, Group 2 (A), when computed on an hourly basis for time worked. Such rate shall also include shift differential and overtime if applicable in accordance with the provisions of Clause (705) and/or Clause (804) (a).

It is further agreed that the Employer may not test any more than an average of three (3) candidates per month in any calendar year.

The Employer agrees to provide the Guild in advance, in writing when possible, with the name of each candidate and the date of the start and finish of the test.

The testing of Copy Editors as described above shall not relieve the Employer of following any of the procedures required under Clause (902).

**CEP, LOCAL 87-M  
SOUTHERN ONTARIO NEWSPAPER GUILD  
PER:**

Bill Petrie *Bill Petrie* Jeff Bodrucky *Jeff Bodrucky*  
 Carol Wall *Carol Wall* Sharon Fagan *Sharon Fagan*  
 John Deverell *John Deverell* Paul Sandilands *Paul Sandilands*  
 George Stepaniuk *George Stepaniuk* Elizabeth DeMilo *Elizabeth DeMilo*

**TORONTO STAR NEWSPAPERS LIMITED  
PER:**

Jagoda Pike *Jagoda Pike* Lou Macchiusi *Lou Macchiusi*  
 Bernadette Clancy *Bernadette Clancy* Frank Bourjot *Frank Bourjot*  
 Glenn Simmonds *Glenn Simmonds* Phil Bingley *Phil Bingley*  
 Joan Fairweather *Joan Fairweather*

Dated this *13<sup>th</sup>* day of *April*, 1995.

**SUPPLEMENTAL AGREEMENT  
TO THE MAIN AGREEMENT  
(and forming part of the Main Agreement)**

Between: Toronto Star Newspapers Limited  
(hereinafter known as the "Employer")

And: CEP, Local 87-M,  
Southern Ontario Newspaper Guild,  
(hereinafter known as the "Guild")

Dated this *13<sup>th</sup>* day of *April*, 1995.

**TERMS AND CONDITIONS OF EMPLOYMENT  
FOR COMMUNITY NEWS REPORTERS**

A Community News Reporter is a Reporter assigned to the coverage of community news for inclusion solely (except as specified hereinafter) in special sections of the newspaper (such as Neighbors) devoted exclusively to the coverage of news in those areas encompassed by the boundaries of the Municipality of Toronto (with the exception of the City of Toronto) and the Regional Municipality of York; and the Regional Municipalities of Durham, Peel and Halton.

A Community News Reporter shall not be used to cover news stories for the daily paper except in cases of emergency or lack of time to get regular reporting staff to the relevant location.

Not more than seven (7) Community News Reporters may be employed by the Employer at any time during the life of the Collective Agreement in connection with the production of each of the suburban sections of the paper (such as Neighbors) and the total number of Community News Reporters shall not exceed twenty-one (21).

A Community News Reporter may be hired on either a full-time or part-time basis as those terms are defined in the Main Collective Agreement between the parties dated January 1, 1995 - December 31, 1997 but the total number of Community News Reporters shall not exceed those set out in Paragraph 2, above.

A Community News Reporter shall be included in a new Editorial Department Group 5A.

Except as may be specifically stated in this Supplemental Letter Of Agreement, Community News Reporters shall be covered by all of the terms and conditions of the Main Collective Agreement between the parties dated January 1, 1995 - December 31, 1997 provided that Clause (1707) shall apply to Community News Reporters as if the references therein to Editorial Department Group 3A were amended to refer to a new Editorial Group 5A so that Community News Reporters shall be subject to the provisions of the first paragraph of Clause (1707).

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**LETTER OF UNDERSTANDING  
RE: CLAUSE (1904)**

An employee shall be granted five (5) working days without pay, exclusive of Saturday, Sunday and recognized holidays within which to obtain reinstatement of his or her licence to drive before the employee is dismissed for cause or removed from payroll by reason of suspension of the licence under The Highway Traffic Act for failure to pay penalties, payment of which will bring about reinstatement of the licence.

If the Employer has been required to cover such absence at the overtime rate, then the employee absent may be required to make up such shift or shifts lost by working the same number of days off at straight time within the following three (3) calendar months.

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Dated this 13<sup>th</sup> day of April, 1995.

**LETTER OF UNDERSTANDING RE: MEDICAL  
INFORMATION RELEASE FORM**

It should be understood that The Star has the unilateral right to introduce any form authorizing the release of medical information by an employee to the Employer, provided such form, and its use, are not in violation of the terms of the Agreement. It is equally understood that should The Star introduce such a form, employees would be under no obligation to sign it, and the form shall so state.

**CEP, LOCAL 87-M  
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Dated this 13<sup>th</sup> day of April, 1995.

TORONTO STAR NEWSPAPERS LIMITED

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Dated this 13<sup>th</sup> day of April, 1995.

SUPPLEMENTAL LETTER OF AGREEMENT

This is to confirm several points of agreement as to procedures and administrative actions, relating to the terms of settlement as contained in Clause (501).

WEEKLY DUES CHECK-OFF

1) The formulae to be used in the calculation of weekly dues deductions will be as follows:

Basic weekly rate of pay, including merit, times the monthly percentage rate of dues, times 12, divided by 52. Plus, monthly Guild life insurance premium, times 12, divided by 52."

For part-time employees, "Current weeks earnings" will be substituted for "Basic weekly rate of pay". "Current weeks earnings" shall be interpreted to mean all earnings, including such payments as vacation and retroactive salary adjustments.

2) When in any week an employee receives no pay, dues will not be deductible for that week.

3) The monthly remittance of dues to the Guild, will be substantiated by a separate listing of deductions for each week of the month. The remittance will include either four or five weeks' deductions, depending upon the number of pay weeks in the month.

CEP, LOCAL 87-M  
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SUPPLEMENTAL AGREEMENT  
TO THE MAIN AGREEMENT  
(and forming part of the Main Agreement)

Between: Toronto **Star** Newspapers Limited  
(hereinafter known as the "Employer")

And: CEP, Local 87-M,  
Southern Ontario Newspaper Guild,  
(hereinafter known as the "Guild")

Dated this 13<sup>th</sup> day of April, 1995.

Re: SUNDAY RATES

A. An employee authorized and assigned to work on Sunday for the performance of work which is clearly in no way connected to the production and/or distribution of the Sunday newspaper or parts thereof or the production and/or distribution of the Free Weekend **Star** shall receive double the regular straight time rate of pay applicable to his or her classification for any hours so worked within the 24-hour period of a Sunday.

B. An employee assigned to work on Sunday in connection with the production and/or distribution of a Sunday newspaper or parts thereof or the production and/or distribution of the Free Weekend **Star** shall in no way be limited from performing functions relating to newspapers or parts thereof other than the Sunday newspaper or the Free Weekend **Star**.

C. In the event that an employee, who was scheduled to work on a Sunday in circumstances which, if he or she performed such work, would have entitled him or her to receive double the straight time rate of pay in accordance with paragraph A. hereof, does not work on the Sunday or does not complete the scheduled Sunday shift; no pay or benefit beyond that which would have been received in respect of such absence if it had occurred on a day other than a Sunday shall be paid or extended to the employee. For greater certainty, the vacation pay to which an employee is entitled under this Collective Agreement shall be determined without regard for any Sunday during the vacation period which might have been a scheduled working day for the employee and any compensation to which an employee might be entitled under Article 14 of this Collective Agreement shall similarly be determined without regard for any work on Sunday for which the employee might have been entitled to pay in accordance with paragraph A. hereof had he or she not been absent due to disability.

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Between: Toronto Star Newspapers Limited  
(hereinafter known as the "Employer")

And CEP, Local 87-M,  
Southern Ontario Newspaper Guild,  
(hereinafter known as the "Guild")

Dated this *13th* day of *April*, 1995.

**RE: VACATION CREDITS ARISING OUT OF  
SHORT TERM DISABILITY**

The following provisions shall apply with respect to employees within the Bargaining Unit who, since August 3, 1977, have become entitled to Long Term Disability payments or will become entitled to same during the currency of this Collective Agreement:

1. When an employee's absence due to sickness or disability extends beyond the initial six month Short Term Disability period as established by Clause (1405) (a) he or she will, for the purposes of Article 13 of this Collective Agreement, or the relevant provisions of the predecessor Collective Agreements, be entitled to all vacation credits to which he or she would otherwise be entitled and will also be considered to have earned further vacation credits as though he or she had worked his or her regular work schedule during the initial six month disability period.

2. Any vacation credits not received by the end of the initial six month period of absence due to sickness or disability will be paid to the extent earned through continuation of full pay immediately following completion of the first six months of absence due to sickness or disability.

3. Payment of Long Term Disability benefits as provided in Clause (1405) (b) or the relevant provisions of the predecessor Collective Agreements, will not commence until the vacation credits referred to in paragraph 2 hereof have been exhausted. Upon the commencement of payment of such Long Term Disability benefits, the employee's sole entitlement to remuneration, benefits or income shall be as provided for in Article 14 of the Collective Agreement and, for greater certainty, the employee shall not be entitled to receive any further vacation pay or credit unless and until he or she returns to active employment and thereafter becomes entitled to vacation pay in accordance with Article 13 of the Collective Agreement or any successor thereof.

4. Except as provided for herein, the provisions of the Collective Agreement with respect to Vacations (Article 13) and Sick Leave (Article 14) shall be applied in accordance with their terms and any employee on Short Term Disability pursuant to Clause (1405) (a) of the Collective Agreement shall, unless and until his or her circumstances dictate the application of the foregoing, receive and be entitled to vacation credits in accordance with past practice.

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Dated this *13th* day of *April*, 1995.

**RE: CIRCULATION AIDES**

The terms and conditions of employment for Circulation Aides as from January 1, 1995 shall be as follows:



1. Circulation Aides shall receive vacation pay in accordance with the Ontario Employment Standards Act.

2. Circulation Aides shall be covered by Workers' Compensation and for Unemployment Insurance as may be required by law.

3. The Employer will make matching contributions to the Canada Pension Plan on behalf of Circulation Aides as required by law.

4. Circulation Aides shall not be covered by any of the provisions of the Main Collective Agreement between the parties, or by any provisions not specifically mentioned herein, with the exception of Article 2, Article 5 and Article 15 of the Collective Agreement dated January 1, 1995 to December 31, 1997.

5. The rate of pay for Circulation Aides shall be as follows:

Effective January 1, 1995 \$9.36 per hour

Effective January 1, 1996 \$9.50 per hour

Effective January 1, 1997 \$9.69 per hour

6. The times at which Circulation Aides shall report for work shall be designated by the Employer.

7. In general terms the job of Circulation Aides shall consist of telephonic verification of starts, re-starts and/or orders and investigation of customer and/or carrier complaints, recognizing always that maintenance of records pertaining to such functions is an integral part of the job.

8. A Circulation Aide who becomes employed in a regular position, after the posting procedure in Article 9 has been exhausted, shall receive credit for her/his service as a Circulation Aide following successful completion of the probationary period pursuant to Clause (1606). Credit shall be received only for that service which is continuous to and immediately precedes confirmation in the permanent position. No probationary credit shall accrue by virtue of any shifts worked prior to employment in the regular position.

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Dated this *13th* day of *April*, 1995

**RE: EDITORIAL ZONE OFFICES**

1. The Employer will appoint a Zone Bureau Chief to each of the three editorial zone offices known as North Zone, West Zone, East Zone. These Zone Bureau Chiefs will be paid a job differential of \$20 per week.

2. The Employer will appoint a Designated Assistant to each of the three Zone Bureau Chiefs in each of the three Editorial zone offices specified in paragraph 1 above. These Designated Assistants will be paid a job differential of \$10 per week which will be effective with the date of the appointments.

3. It is understood and agreed by both parties to this Agreement that:

(a) The selection of Zone Bureau Chiefs and their Designated Assistants and the decision as to whether or not individuals shall retain those titles and responsibilities shall be at the Employer's sole discretion. A Zone Bureau Chief or Designated Assistant who ceases to hold such title will also cease to receive the relevant job differential as described in paragraphs 1 and 2 above;

(b) In the event that Suburban Editors are permanently assigned to any or all of the zone offices, job differentials as described above will be subject to cancellation and/or revision at the sole discretion of the Employer;

(c) The fundamental job of appointed Zone Bureau Chiefs and their Designated Assistants will remain that of a Reporter;

(d) In the absence of both the Zone Bureau Chief and the Designated Assistant at any one time, matters relating to the zone office operations will be referred to head office;

(e) In the absence of the Zone Bureau Chief, the Designated Assistant, when performing the duties of the Chief, will receive no additional compensation other than the \$10 per week job differential provided for in paragraph 2 above;

(f) The job differentials provided for in paragraphs 1 and 2 hereof will be paid to the appointed Zone Bureau Chiefs and Designated Assistants when they are not at work due to short-term or sporadic approved paid absences, such as sporadic short-term sickness, vacations and recognized holidays; and

(g) The job differentials provided for in paragraphs 1 and 2 will not be included in the computation of any benefit such as the Toronto Star Pension Plan or otherwise than as is required by federal or provincial legislation.

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Dated this *13<sup>th</sup>* day of *April*, 1995.

**RE: PART-TIME SICK PAY CALCULATION**

*77D*  
The following records the agreement of the parties concerning the method of determining the basis upon which sick pay under Clauses (1405) (a) & (b) of the Main Collective Agreement is to be calculated for part-time employees:

Notwithstanding the provisions of (401) and (403) of the Main Collective Agreement, with the exception of hours worked for the purpose of vacation coverage, all regular straight time hours worked by a part-time employee will be included in the calculation of sick pay entitlement which shall be based on the number of hours worked by the employee in the six (6) months immediately preceding the sickness, excluding the period May 15th-September 15th. For the purpose of this Supplemental Agreement the four (4) month period of May 15th-September 15th will be considered the vacation coverage period. An employee absent due to sickness on a day or days forming part of his or her base hours will receive a sick benefit not less than those scheduled base hours.

Between: Toronto Star Newspapers Limited  
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And: CEP, Local 87-M,  
Southern Ontario Newspaper Guild  
(hereinafter known as the "Guild")

Dated this, *13<sup>th</sup>* day of *April*, 1995.

**RE: PART-TIME EMPLOYEES**

The parties recognize and agree that the provisions of this Supplemental Agreement are limited to the precise subject matters addressed herein and are not to be applied or interpreted so as to affect any determination pursuant to the provisions of the Main Agreement, including any determination concerning an individual's status as a part-time or full-time employee.

**A. BASE HOURS** *77A*

1. For the purpose of the following provisions, "base hours" shall mean the normal aggregate number of hours to be worked by a part-time employee during any workweek.
2. At the time of hiring part-time employees shall be advised of the possibility of having their base hours increased or reduced in accordance with the terms of this Agreement and shall be provided with a copy of this Supplemental Agreement.
3. Part-time employees who are hired on or after the date of signing of this Agreement shall have their base hours established at the time of hiring and the Guild shall be provided with a document confirming these hours within ten (10) calendar days from date of hire.

## B. IT-TIME EMPLOYEES - CATEGORIES

4. Whenever the Employer hires part-time employees it shall make clear as to whether the opening is for "A" list or "B" list employees. Part-timers hired for "A" list employment shall be placed on an "A" list immediately following hiring and part-timers hired for "B" list employment shall be placed on a "B" list immediately following hiring.

## C. CATEGORY "A" PART-TIME EMPLOYEES

5. "A" list shall identify part-time employees who agree to make themselves regularly available for additional hours, additional shifts or both upon request by the Employer. In the event that he or she works such hours, he or she shall be paid therefore at the regular straight time rate, except that hours worked in excess of a normal working shift (as defined in Clause (801) of the Collective Agreement) shall be paid for at the appropriate overtime rate.

The Employer agrees that the occasional inability of "A" list part-time employees to work additional shifts and/or hours as a result of bona fide personal situations shall not be prejudicial to that employee's future work relationship. The Guild agrees that frequent inability of an "A" list part-time employee to work additional shifts and/or hours for any reason is just cause for the transfer of such employee to "B" list status.

6. Except as provided in Clauses (808) and (1103) of the Collective Agreement, any extra shifts worked by "A" list part-time employees shall be paid for at regular straight time rates of pay.

7. The notice requirements and the penalties provided by Clause (802) of the Collective Agreement shall not apply to part-time employees placed on the "A" list. A part-time employee who has not been notified in advance of a change of shift starting time and who has actually reported to work shall not be subject to change in shift starting time on that shift.

8. Notwithstanding the provisions of Article 8 of the Collective Agreement, unless a change of starting time has been given by 8:00 p.m. on the previous day, an "A" list employee called into work prior to and contiguous with his or her regularly scheduled starting time shall be paid at the overtime rate (as provided in Clause (804) of the Collective Agreement) for such time worked prior to his or her previously scheduled starting time. If notice of a change of shift starting time has been given prior to 8:00 p.m. on the previous day, such hours shall be worked at regular straight time rates of pay.

## D. CATEGORY "B" PART-TIME EMPLOYEES

9. Employees electing to be placed on the "B" list shall be recognized as not being regularly available for additional hours or additional shifts. Except as provided elsewhere in this paragraph, it is nevertheless recognized and agreed that in order to ensure the efficient completion of the Employer's work requirements such employees may be required to work extra hours at the end of regularly scheduled shifts or periods of work and without exception this shall apply to assignments involving the distribution of newspapers or parts thereof in the Circulation and Delivery-Garage Departments. In any other Departments a "B" list employee who has advised his or her Supervisor in advance of his or her inability to work beyond his or her scheduled finishing time by virtue of a bona fide reason such as a parent having to care for a child, another employment commitment, or other serious reason shall not be subject to disciplinary action if at the end of their normal

scheduled shift hours they are unable to complete an assignment and in fact refuse to do so. Should this happen, and if the Employer is unable to have the work assignment completed by available and qualified members of the Bargaining Unit who are physically within the Department at the time, then the performance of the work required to complete the assignment by an excluded member of the staff shall not be made the subject of a grievance.

10. "B" list employees will not be asked to work extra shifts until all "A" list employees within the same classification and work location have been asked. "B" list employees shall not normally be asked to work extra hours when an "A" list employee from the same classification and work location is immediately available and willing to perform the work.

11. The notice provisions set out in Clause (802) of the Collective Agreement shall apply with regard to changes of regularly scheduled shifts and changes of starting times for "B" list part-time employees.

## E. ADJUSTMENT OF BASE HOURS

12. The base hours of a part-time employee shall not be adjusted for disciplinary reasons.

13. If there is a downward adjustment of base hours, the Guild and the employee shall be notified in writing immediately, and reasons for downward adjustment shall be given to the Guild.

14. In circumstances in which the Employer wishes to effect a downward adjustment of base hours, the Employer shall be obliged to consider seniority only in respect of selections between two or more employees who have identical hours and shifts. If there are such employees, the employee or employees with the least seniority shall be subject to having his, her or their base hours reduced. In this context, "identical hours and shifts" shall mean the same number of base hours of work on the same day or days of the week. In the event of an upward adjustment of base hours, seniority shall not be a factor.

15. The original or subsequently increased base hours of a regular part-time employee shall only be subject to reduction of 35% or more:

(a) when the employee has failed to cover his or her original or subsequently increased base hours to an extent which justifies such a reduction which may be determined through the grievance procedure in the event of a disagreement between the parties

or

(b) with the consent of the employee and the Employer. ✓

When a regular part-time employee's base hours or subsequently increased base hours are reduced 35% or more as a result of (a) above, that employee will be entitled to terminate his or her employment with dismissal pay in accordance with Clause (1201) (a) of the Collective Agreement as an alternative to accepting his or her revised base hours. 274  
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In the event that such an employee elects to terminate in those circumstances, dismissal pay calculations shall be based on the average number of weekly straight time hours worked by the employee during the shorter of (i) the thirty-six (36) calen-

dar month period of employment immediately prior to termination or (ii) his or her term of service as a part-time employee. Such calculation shall exclude any additional hours worked during the annual vacation period of May 15th to September 15th inclusive.

Notwithstanding anything stated herein, dismissal pay shall not be paid when an employee fails to cover his or her base hours for the purpose of collecting dismissal pay. The terms of this paragraph 16 shall in no way be interpreted as a limitation on any disciplinary rights accruing to the Employer by virtue of the provisions of the Main Collective Agreement between the parties.

16. In addition to the foregoing, it is agreed that any reduction in base hours that would disqualify a part-time employee (whose base hours were previously sufficient to qualify him or her for Unemployment Insurance benefits) from such eligibility shall entitle the employee to elect to terminate his or her employment with dismissal pay to the extent and calculated as provided for herein.

17. The Employer shall be required to give two (2) calendar weeks' notice of any reduction in base hours for any part-time employee except that in the event of a base hours reduction of 35% or more as described in paragraph 15.(a) above, the Employer shall be required to give thirty (30) calendar days' notice.

18. If a part-time employee regularly works hours or shifts in his or her regular job classification in excess of his or her base hours for a period of ~~three~~ (3) consecutive calendar months, his or her base hours shall be adjusted upward to reflect those additional hours which have been worked on a regular basis on specific shifts. Extra hours or extra shifts worked by a part-time employee for vacation coverage purposes (during the vacation period May 15th to September 15th, inclusive) or in a higher classification shall not be included in the determination of any base hours adjustment. An employee whose base hours are adjusted in accordance with the foregoing will be advised in writing of his or her new base hours within two (2) calendar weeks of the establishment of the new base hours. In the case of a dispute, the Employer will supply the employee with a record of that employee's hours worked for the most recent three (3) calendar month period.

#### F. MINIMUM HOURS

19. On any day on which the Employer schedules a part-time employee to work he or she shall not be scheduled to work less than three (3) hours.

#### G. TRANSFER OF CATEGORY

20. A part-time employee may be permitted to transfer from the "B" list to the "A" list subject to providing the Employer with notice in writing prior to the date upon which he or she wishes to be transferred. An "A" list employee wishing to be transferred to the "B" list shall only be permitted to do so at the sole discretion of the Employer which consent shall not be unreasonably withheld.

#### H. STAFF REDUCTION

21. In the event of a reduction in part-time staff in any classification, such reduction shall be carried out in accordance with the provisions of Article 16 of the Collective Agreement.

#### I. EXTRA HOURS

22. Any additional hours beyond base hours shall be offered in a fair and impartial manner among "A" list part-time employees in the classification and in the geographical location in which the additional hours are required. Each zone, each bureau and One Yonge Street shall be considered separate geographical locations.

A part-time employee who is scheduled to work additional hours beyond base hours and who does not work those hours, shall not be paid for those additional hours unless he/she is entitled to be absent with pay under the provisions of this Agreement with the following exception. Effective the first day of the first full month following date of signing of this Agreement, in the case of applying the sick leave provisions under Article 14 and the Supplemental Agreement Re: Part-time Sick Pay Calculation, an employee who does not work such scheduled additional hours because of illness shall not be paid for any additional hours following a second period of absence due to illness, for a period of six (6) consecutive months.

It is also understood that in the event of an emergency, such as late newspaper distribution, employees working on shift at that time shall be asked to work the available extra hours.

The Employer shall keep up-to-date records of all hours worked or offered beyond base hours and shall post such records on a quarterly basis. If any employee is offered extra hours but refuses or is unavailable or unreachable, such hours shall be recorded as offered for the purposes of this Clause. An employee who is off on leave or on Short Term or Long Term Disability shall not be offered extra hours.

#### CEP. LOCAL 87-M SOUTHERN ONTARIO NEWSPAPER GUILD PER:

Bill Petrie

Jeff Bodrucky

Carol Wall

Sharon Fagan

John Devereaux

Paul Sandilands

George Stepaniuk

Elizabeth DeMilo

#### TORONTO STAR NEWSPAPERS LIMITED PER:

Jagoda Pike

Bernadette Clancy

Glenn Simmonds

Joan Fairweather

Lou Macchiusi

Frank Bourjot

Phil Bingley

**SUPPLEMENTAL AGREEMENT  
TO THE MAIN AGREEMENT  
(and forming part of the Main Agreement)**

Between: Toronto **Star** Newspapers Limited  
(hereinafter known as the "Employer")

And: CEP, Local 87-M,  
Southern Ontario Newspaper Guild,  
(hereinafter known as the "Guild")

Dated this 13<sup>th</sup> day of April, 1995.

**RE: PERSONNEL FILE**

For the purposes of this Agreement 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 the Health Centre or files which are developed in connection with the grievance procedure.

Contingent upon Guild agreement that personnel files and information contained therein are the property of the Employer, The **Star** agrees that a regular employee shall be permitted to read and take copies of documents in his or her personnel file once a year or whenever the employee has filed a grievance, provided that he or 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 or her personnel file on Company premises and in the presence of a representative of Management within a reasonable period of time following receipt of such written request. The employee shall have the right to have a Union Steward present during the time he or she is reading his or her personnel file but the Employer shall not have the obligation to advise the employee of this right. An employee shall have the right to have corrected **any** confirmed error of fact in his or her personnel file.

**CEP, LOCAL 87-M  
SOUTHERN ONTARIO NEWSPAPER GUILD  
PER:**

Bill Petrie *Bill Petrie* Jeff Bodrucky *Jeff Bodrucky*  
Carol Wall *Carol Wall* Sharon Fagan *Sharon Fagan*  
John Devereil *John Devereil* Paul Sandilands *Paul Sandilands*  
George Stepaniuk *George Stepaniuk* Elizabeth DeMillo *Elizabeth DeMillo*

**TORONTO STAR NEWSPAPERS LIMITED  
PER:**

Jayoda Pike *Jayoda Pike* Lou Macchiusi *Lou Macchiusi*  
Bernadette Lancy *Bernadette Lancy* Frank Bourjot *Frank Bourjot*  
Glenn Simmonds *Glenn Simmonds* Phil Bingley *Phil Bingley*  
Joan Fairweather *Joan Fairweather*

Dated this 13<sup>th</sup> day of April, 1995.

**SUPPLEMENTAL AGREEMENT  
TO THE MAIN AGREEMENT  
(and forming part of the Main Agreement)**

Between: Toronto **Star** Newspapers Limited  
(hereinafter known as the "Employer")

And: CEP, Local 87-M,  
Southern Ontario Newspaper Guild,  
(hereinafter known as the "Guild")

Dated this 13<sup>th</sup> day of April, 1995.

**RE: EMPLOYMENT BEYOND NORMAL  
RETIREMENT AGE**

In the event Toronto Star Newspapers Limited in its sole discretion accepts an employee's application for postponed retirement beyond normal retirement age (as defined in the Toronto Star Pension Plan) or re-employs an individual who has retired at normal retirement age, such postponed retirement or re-employment shall not exceed six (6) calendar months except as expressly provided hereinafter. In the event an employee makes application for any further postponement(s) of retirement or further period(s) of re-employment any such further postponement(s) of retirement or further period(s) of re-employment, if approved in writing by Toronto Star Newspapers Limited shall in the case of each application be for no longer than six (6) calendar months.

Individuals employed on the basis as described above shall be covered by all of the terms and conditions of the current Collective Agreement and subject to its limitations with respect to employees employed beyond normal retirement age except that the termination of employment at the end of **any** six (6) calendar month postponed retirement period or re-employment period of an individual as described above shall not be made the subject of any grievance, arbitration or any other legal action by the Union or the individual.

Individuals employed on the basis described above shall execute an application for postponed retirement or re-employment which shall be in the form attached hereto.

This Supplemental Agreement is made subject to the laws of the Province of Ontario with respect to mandatory retirement in effect as at April 8th, 1987 but in the event of changes to such laws it may be declared null and void or may be modified by consent of both parties.

**CEP, LOCAL 87-M  
SOUTHERN ONTARIO NEWSPAPER GUILD  
PER:**

Bill Petrie *Bill Petrie* Jeff Bodrucky *Jeff Bodrucky*  
Carol Wall *Carol Wall* Sharon Fagan *Sharon Fagan*  
John Devereil *John Devereil* Paul Sandilands *Paul Sandilands*  
George Stepaniuk *George Stepaniuk* Elizabeth DeMillo *Elizabeth DeMillo*

**TORONTO STAR NEWSPAPERS LIMITED**

**PER:**

Jagoda Pike  
Bernadette Clancy  
Glenn Simmonds  
Joan Fairweather

Dou Macchiusi  
Frank Bourjot  
Phil Bingley

**SUPPLEMENTAL AGREEMENT  
TO THE MAIN AGREEMENT**

**(and forming part of the Main Agreement)**

Between: Toronto **Star** Newspapers Limited  
(hereinafter known as the "Employer")

And: CEP, Local 87-M,  
southern Ontario Newspaper Guild,  
(hereinafter known as the "Guild")

Dated this 13<sup>th</sup> day of April, 1995.

**RE: CREW MANAGERS**

The following represents the terms of agreement with respect to the above captioned matter:

1. All Crew Managers within the C.M.A. will be permitted to work in aggregate an average of 60 units of work per week per calendar year with a maximum of 70 units being permitted in any one week.

2. (a) There will be no more than eighteen (18) Crew Managers operating within the C. M. A. in any week.

(b) In the alternative, the Employer may elect to operate with a greater number of Crew Managers to a maximum of 27 (including the 18 set out in 2(a) above) within the C.M.A. in any week subject to the provision that in no event will the aggregate number of units of work per week exceed an average of 1,080 units with a maximum of 1,260 units being permitted in any one week. For greater clarity, the number of 1,080 and 1,260 units is the result of multiplying the maximum number of crew managers (18) times the average number of units of work per week (60) and the maximum number of units per week (70), respectively.

3. Except to the extent provided for in 2(b) above, Crew Managers will not be permitted to engage persons who would in effect act as an additional Crew Manager for the purpose of exceeding the units of work or Crew Manager numerical limitations set out in 1. and 2. above. (For the sake of clarification, if a Crew Manager did engage a second Crew Manager, units of work by the second Crew Manager would be subject to the limitation of paragraph (1) and such individual would be considered to be one of the eighteen (18) Crew Managers referred to in paragraph (2)).

4. During contest periods the Zone Manager will advise Head Office as to desired locations for canvassing and/or specific locations to be avoided and Head Office will transmit this information to the Crew Managers in a timely fashion. Crew

Managers will be expected to call in to Head Office on a daily basis for the purpose of receiving messages but it is agreed that this is without prejudice to the Employer's position with respect to the status of Crew Managers.

5. The Employer will provide the Guild with the names of Crew Managers and will update this at regular intervals. The **Star** will provide the Guild with the names of persons replacing Crew Managers for more than two (2) weeks.

6. During contest periods the Employer agrees to post on Zone Office bulletin boards the numbers of verified subscriptions sold by Crew Manager crews each week by district. Additionally, the Employer will provide the Guild with the numbers of verified subscriptions sold by Crew Manager crews quarterly by zone.

7. Units of work" are defined as follows: During the school year a "unit of work" means up to five (5) hours of canvassing work each day Monday to Friday, up to eight (8) hours of work on Saturdays and on holidays. During school recesses "units of work" will mean up to eight (8) hours of work per diem Monday to Saturday.

8. The terms and definitions contained herein shall be without precedent or prejudice, but binding and grievable if breached.

**CEP, LOCAL 87-M  
SOUTHERN ONTARIO NEWSPAPER GUILD  
PER:**

Bill Petris  
Carol Wall  
John Devereil  
George Stepaniuk  
Jeff Bodrucky  
Sharon Fagan  
Paul Sandilands  
Elizabeth DeMilo

**TORONTO STAR NEWSPAPERS LIMITED  
PER:**

Jagoda Pike  
Bernadette Clancy  
Glenn Simmonds  
Joan Fairweather  
Dou Macchiusi  
Frank Bourjot  
Phil Bingley

**SUPPLEMENTAL AGREEMENT  
TO THE MAIN AGREEMENT  
(and forming part of the Main Agreement)**

Between: Toronto ~~Star~~ Newspapers Limited  
(hereinafter known as the "Employer")

And: CEP, Local 87-M,  
southern Ontario Newspaper Guild,  
(hereinafter known as the "Guild")

Dated this 13<sup>th</sup> day of April, 1995.

**RE: A.M. DESIGNATED ASSISTANT DISTRICT  
REPRESENTATIVES**

Whereas the Employer has assigned to certain of its employees in Sales Division-Circulation ("Circulation") duties in connection with the delivery of the Monday to Friday morning edition;

And Whereas the duties assigned to such Circulation employees have included and include their being required to: attend at and open their respective zone offices; report to the Employer's main facility at One Yonge Street, Toronto to load their vans; distribute newspapers to carriers, dealers and the like; arrange for the attendance or replacement of carriers; attend to the assignment of carriers; direct the activity and secure the attendance of staff members; perform runs; attend to various assignments of the zone office; and, generally, do all such things as are necessary to ensure the timely delivery of the Employer's morning edition;

Therefore it is agreed as follows:

1. Any Designated Assistant District Representative ("D.A.D.R."), or District Representative ("D.R.") who is or was specifically assigned by the Employer to perform the duties referred to in the above recitals (hereinafter referred to as the "recited duties") in connection with the distribution and delivery of the Employer's morning edition (Monday to Friday inclusive) shall be paid the lesser of:

(a) his or her normal rate of pay for the shift (as determined by his or her classification and experience rating) plus, a differential of twenty-five dollars (**\$25.00**) per shift; and

(b) the applicable rate for a Supervisor - First Year.

2. In addition to the foregoing the employee so assigned shall be paid any differential required by Clause (705) of the Collective Agreement.

3. Nothing herein limits or shall be deemed to limit the Employer's right to select and assign employees to perform the recited duties and to determine and establish such further duties to be performed by such employees when so assigned.

4. Under no circumstances shall the Employer be obliged to pay the rate or differential referred to in paragraphs 1. hereof to more than one employee per zone per day.

5. The Employer shall at all times be at liberty to assign the recited duties referred to herein to a Circulation employee

classified as a Supervisor and, in the event that the Employer does so, no D.A.D.R. or D.R. working in the zone in which a Supervisor is so assigned shall receive the rate or differential referred to in paragraph 1. hereof.

**CEP, LOCAL 87-M  
SOUTHERN ONTARIO NEWSPAPER GUILD  
PER:**

Bill Petrie *[Signature]* Jeff Bodruck *[Signature]*  
Carol Wall *[Signature]* Sharon Fagan *[Signature]*  
John Devere *[Signature]* Paul Sandilands *[Signature]*  
George Stepaniuk *[Signature]* Elizabeth DeMelo *[Signature]*

**TORONTO STAR NEWSPAPERS LIMITED  
PER:**

Jagoda Pike *[Signature]* Lou Macchiusi *[Signature]*  
Bernadette Clancy *[Signature]* Frank Bourjot *[Signature]*  
Glen Simmonds *[Signature]* Phil Bingley *[Signature]*  
Joan Patweather *[Signature]*

Dated this 13<sup>th</sup> day of April, 1995.

**SUPPLEMENTAL AGREEMENT  
TO THE MAIN AGREEMENT  
(and forming part of the Main Agreement)**

Between: Toronto Star Newspapers Limited  
(hereinafter known as the "Employer")

And: CEP, Local 87-M,  
Southern Ontario Newspaper Guild,  
(hereinafter known as the "Guild")

Dated this 13<sup>th</sup> day of April, 1995.

**RE: HELPER LOADERS WORKING PART  
OF A SHIFT AS DRIVERS**

Whereas it is the desire of the parties to provide an opportunity for full time Helper Loaders to be trained to work as Drivers and to ensure a more efficient Delivery operation, both parties agree to conduct a test with respect to the use of Helper Loaders who have qualified for and who are in possession of a valid "D" licence as Drivers. It is understood and agreed that the terms of the Collective Agreement shall be deemed to be modified hereby only to the extent necessary to give effect to the terms and conditions set out hereinafter and are otherwise confirmed. The test will be conducted during the period of time between date of signing this Supplemental Agreement and May 30th, 1989 (unless extended by consent of both parties) subject to the following terms and conditions:

1. On the night shift Monday to Friday the Employer may use up to five (5) qualified Helper Loaders as truck Drivers for part of the shift and as Helper Loaders for the balance of the shift. Such Helper Loaders shall be paid as Helper Loaders

for that portion of the shift worked as a Helper Loader and at the First Year basic Driver rate for that portion of the shift worked as a Driver. It will be the responsibility of the Helper Loader to submit a claim to the dispatching Supervisor with respect to the amount of time spent driving and to get such claim authorized and signed by the Supervisor. It is understood that the Company will require part-time Helper Loaders to work less than seven (7) hour shifts in order to meet its work requirements as a direct result of this test. Any such shifts of less than seven (7) hours worked in connection with this test may not be used in support of any grievance or litigation concerning the establishment of a full-time position or positions.

2. The Employer undertakes that Helper Loaders who are accepted as part of this test program will be given driving assignments on an equitable basis, subject always to the on-site availability of such employees.

3. Pay at the Driver rate will be calculated on the basis of fifteen (15) minute intervals.

4. The Employer will post a notice seeking volunteers from among existing regular full-time Helper Loader staff to become "D" licenced Drivers and will select from those volunteering candidates it deems appropriate. Preference will be given to candidates who not only have good potential driving skills, but who have a good record of attendance and job performance.

5. Forklift/Loaders cannot continue to be Forklift/Loaders and participate in this test. A Forklift/Loader who wishes to participate in the test, who is qualified to do so and who is selected by the Company, will be reclassified as a Helper Loader. If the Helper Driver concept is abandoned, a Helper Loader who has given up Forklift/Loader status to participate in the test will be permitted to reclassify as a Forklift/Loader and if this takes place, the employee who has been covering that Forklift/Loader job may be reclassified to Helper Loader at the Employer's discretion if no longer required by the Employer as a Forklift/Loader.

6. The Employer shall have the discretionary right to call upon Helper Drivers ahead of part-time Drivers for coverage of absence. A Helper Driver who covers the absence of a Driver shall get paid at regular straight time Driver rates for seven (7) hours and hours in excess of seven (7) hours worked as a Helper Loader shall be paid at time-and-one-half the regular straight time Helper Loader rate.

7. Nothing in this Agreement precludes either party from tabling any proposal on this or a similar issue at the next round of bargaining.

8. This Agreement is made without prejudice to any position either party may wish to take at the conclusion of the test.

9. It is understood and agreed that this Agreement does not cover any driving functions performed in the course of the Helper Loader training and development program.

10. No regular full-time or regular part-time Driver or Helper Loader shall be laid off or have his regular or base hours reduced as a result of using Helper Loaders as Drivers during the test period specified in this Agreement.

Dated this 13<sup>th</sup> day of April, 1995.

**CEP, LOCAL 87-M  
SOUTHERN ONTARIO NEWSPAPER GUILD  
PER:**

Bill Petrie *[Signature]* Jeff Bodrucky *[Signature]*  
 Carol Wall *[Signature]* Sharon Fagan *[Signature]*  
 John Devereaux *[Signature]* Paul Sandilands *[Signature]*  
 George Stepaniuk *[Signature]* Elizabeth Dembo *[Signature]*

**TORONTO STAR NEWSPAPERS LIMITED  
PER:**

Jagoda Pike *[Signature]* Lou Macchiusi *[Signature]*  
 Bernadette Clancy *[Signature]* Frank Bourjot *[Signature]*  
 Gleba Simmonds *[Signature]* Phil Bingley *[Signature]*  
 Joan Fairweather *[Signature]*

Dated this 13<sup>th</sup> day of April, 1995.

**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 (Mailing Room  
Employees)

And: CEP, Local 87-M,  
Southern Ontario Newspaper Guild,

Dated this 13<sup>th</sup> day of April, 1995.

1. All parties to this Agreement agree that when bundles of newspapers (completes or parts) have been delivered to the Delivery dock, or areas immediately adjacent thereto, from the Mailing Room, by way of the lowerator system, the placing of such bundles onto skids and the loading of loaded skids onto trucks or vans, using motorized vehicles such as forklift trucks, is appropriately assigned to employees who are members of CEP, Local 87-M, Southern Ontario Newspaper Guild., as part of the work performed by employees who are members of CEP, Local 87-M, Southern Ontario Newspaper Guild, , to the extent that such bundles consist of the kind of products being delivered to the Delivery dock area by lowerator as at the date of signing this Agreement, which are described in the memorandum attached hereto as Appendix "A".

2. All parties agree that when newspapers, or parts thereof, are loaded onto skids in the Mailing Room and brought to dock level by existing freight elevators, and are subsequently loaded onto trucks at either the Yonge Street dock area or the Freeland Street dock area, the loading of such loaded skids onto trucks using motorized vehicles such as forklift trucks in the performance of this function is appropriately assigned to



Employees who are members of the Graphic Communications International Union Local N-1, as is the unloading of inserts from trucks using such equipment when it is to be delivered to the Mailing Room for inserting into the newspaper, or parts thereof, in the Mailing Room, by employees who are members of the Graphic Communications International Union Local N-1.

3. Without prejudice to any position which Toronto Star Newspapers Limited or CEP, Local 87-M Southern Ontario Newspaper Guild might take, it is the position of Graphic Communications International Union Local N-1 that any tying or shrink wrapping of loaded skids which is performed on the Delivery dock or on the floor area immediately adjacent thereto is work which falls within the jurisdiction of Graphic Communications International Union Local N-1.

4. This Agreement applies only to work performed on the Employer's premises at One Yonge Street, Toronto, and shall not be considered in any way binding upon the parties with respect to the performance of the work in question at any existing or future premises of the Employer.

5. The provisions of the Collective Agreement between Toronto Star Newspapers Limited and Graphic Communications International Union Local N-1 covering Mailing Room Employees, and the provisions of the Collective Agreement between Toronto Star Newspapers Limited and Southern Ontario Newspaper Guild shall be deemed to be modified only to the extent necessary to give effect to the foregoing and are otherwise confirmed.

6. In consideration of the agreements reached heretofore, the Graphic Communications International Union Local N-1 withdraws its grievance dated January 28th, 1988 (copy attached as Appendix "B") with respect to the assignment of work to employees who are members of Southern Ontario Newspaper Guild in connection with the work described in paragraph (1) above, and CEP, Local 87-M, Southern Ontario Newspaper Guild withdraws its letter of January 11th, 1988 (copy attached as Appendix "C") in which it lays jurisdictional claim to the work performed by employees who are members of the Graphic Communications International Union Local N-1 as described in paragraph (2) above.

**CEP, LOCAL 87-M  
SOUTHERN ONTARIO NEWSPAPER GUILD**

**PER:**

Bill Petrie *[Signature]* Jeff Bodrucky *[Signature]*  
 Carol Wall *[Signature]* Sharon Fagan *[Signature]*  
 John Deverell *[Signature]* Paul Sandilands *[Signature]*  
 George Stepaniuk *[Signature]* Elizabeth DeMio *[Signature]*

**TORONTO STAR NEWSPAPERS LIMITED**

**PER:**

Jagoda Pike *[Signature]* Don Macchiusi *[Signature]*  
 Bernadette Clancy *[Signature]* Frank Bourjot *[Signature]*  
 Glenn Simmonds *[Signature]* Phil Bingley *[Signature]*  
 John Fairweather *[Signature]*

Dated this 13<sup>th</sup> day of April, 1995.

**SUPPLEMENTAL AGREEMENT  
TO THE MAIN AGREEMENT  
(and forming part of the Main Agreement)**

Between: Toronto Star Newspapers Limited  
(hereinafter known as the "Employer")

And: CEP, Local 87-M,  
Southern Ontario Newspaper Guild,  
(hereinafter known as the "Guild")

Dated this 13<sup>th</sup> day of April, 1995.

**RE: JOB-SHARING** 17, ✓

1.(a) Any two eligible employees working in the same Department and in the same job classification may make application to the Employer to share a full-time job. Such an arrangement shall be subject to approval by the Employer and the Union, taking into account the needs of both the employees involved and the Employer.

(b) An eligible employee is one who is (i) in a regular full-time position (ii) in a non-probationary status and (iii) performing at a satisfactory level which shall include but is not limited to having a satisfactory attendance record.

2. Each approved job-sharing agreement shall be implemented on an experimental basis for a period of up to 6 months. Prior to the end of that period, the employees involved, the Employer and the Union will be required to (i) agree to make the job-sharing agreement a permanent arrangement or (ii) establish a termination date within the experimental period to the job-sharing agreement with the employees involved returning to their pre job-sharing full-time position or a comparable full-time position. During the experimental period, previous regular positions of the employees involved may be filled by temporary hire. If the job-sharing agreement becomes permanent such positions may be filled on a permanent basis.

3. A regular work schedule shall be established in the job-sharing agreement. Changes to the regular work schedule which are of a permanent nature may only be made by mutual agreement of the participating employees and departmental management.

4. Employees who are job-sharing shall be reclassified from regular full-time to regular part-time at the commencement of the job-sharing agreement. The rights of the participating employees with respect to pay and benefits and conditions of employment will be those of regular part-time employees as set out in the Collective Agreement.

5.(a) During the experimental period the job-sharing agreement may be terminated by either of the participating employees or the Employer on thirty (30) days written notice to the other parties. In that event, the employees involved revert to their pre job-sharing regular full-time positions or comparable positions at the end of that period.

(b) When a job-sharing agreement is confirmed as permanent as provided above, the participating employees shall no longer have the right to revert to their pre-job share regular full-time positions. Any change in employment status shall be subject to the provisions of the Collective Agreement including, but not limited to, the provisions of Article 9 with respect to the posting of vacancies and selection of candidates. If either participating employee is successful in returning to regular full-

time status he or she shall be entitled to retain all of his or her seniority earned prior to his or her transfer to part-time status and to any seniority acquired as a part-time employee, to the extent provided by the Collective Agreement.

(c) In the event that either participating employee elects to resign from employment or if the employment of one is terminated in some other manner or if one is successful in moving to another position, the other employee, at the discretion of the Employer, shall be reclassified as full-time or continued as part-time in the position which was being shared unless a replacement job-sharing participant can be found within thirty (30) days of such employee's ceasing to be a party to the job-sharing agreement. Any replacement must be an eligible employee as defined above and must be approved by the Employer.

6. Employees wishing to apply for a job-sharing arrangement shall complete and submit to the Employer a job-sharing application which shall be available from the Employer. Copies must be submitted to the applicable department manager and the Union. Applicants who are approved pursuant to the foregoing will be required to sign a job-sharing agreement which shall include as one of its terms a declaration that the participating employees have been made aware of and fully understand the conditions of employment of regular part-time employees and have been advised by the Union of the implications of their decision.

**CEP, LOCAL 87-M  
SOUTHERN ONTARIO NEWSPAPER GUILD  
PER:**

Bill Petrie *Bill Petrie* Jeff Bodrucky *Jeff Bodrucky*  
 Carol Wall *Carol Wall* Sharon Fagan *Sharon Fagan*  
 John Devereil *John Devereil* Paul Sandilands *Paul Sandilands*  
 George Stepaniuk *George Stepaniuk* Elizabeth Demilio *Elizabeth Demilio*

**TORONTO STAR NEWSPAPERS LIMITED  
PER:**

Jagoda Pike *Jagoda Pike* Lou Macchiusi *Lou Macchiusi*  
 Bernadette Clancy *Bernadette Clancy* Frank Bourjot *Frank Bourjot*  
 Gena Simmonds *Gena Simmonds* Phil Bingley *Phil Bingley*  
 Joan Fairweather *Joan Fairweather*

Dated this *13<sup>th</sup>* day of *April*, 1995.

**SUPPLEMENTAL AGREEMENT  
TO THE MAIN AGREEMENT  
(and forming part of the Main Agreement)**

Between: Toronto Star Newspapers Limited  
(hereinafter known as the "Employer")

And: CEP, Local 87-M,  
Southern Ontario Newspaper Guild,  
(hereinafter known as the "Guild")

Dated this *13<sup>th</sup>* day of *April*, 1995.

**RE: DELIVERY/GARAGE STAFF REDUCTION AND  
BUILDING SERVICES STAFF REDUCTION**

The Star shall make the following accommodations for Delivery-Garage employees and the following Porters:

Sergio Costa  
Antonio Couto  
Antonio Daluz  
James MacNeil  
William Hare

1. Full-time Delivery-Garage employees and Porters of pensionable age shall be eligible only for the enhanced early retirement option and termination pay as provided in paragraphs 4 (a), (b) and (c) hereof.
2. Full-time Delivery-Garage employees and Porters who are aged 54 as at their date of termination shall be eligible for the termination pay and relocation allowance as provided in paragraphs 4 (a) and (c) hereof and in addition upon attaining age 55 shall be eligible for the supplemental pension as provided for in Clause 1604 (2) (iii) of the Collective Agreement.
3. Delivery-Garage staff and Porters who are not subject to paragraphs 1. or 2. may either:

- (a) take termination pay as provided for in paragraphs 4 (a) and (c) hereof, or
- (b) in the case of full-time Delivery-Garage employees (excluding Forklift Loader and Helper Loader employees), bump into the retitled part-time Circulation Driver job classification subject to the provisions of the Collective Agreement and subject to the segregation of all existing sales/service/office ADRs into the separate classification of Designated Assistant District Representative all as provided hereinafter. Those regular full-time Delivery Garage employees who are qualified to and elect to bump into the retitled part-time Circulation Driver job classification as provided for herein shall be permitted to voluntarily terminate their employment at any time within thirteen (13) weeks following the date of commencement of work as a part-time Circulation Driver and shall be eligible for the dismissal pay and relocation allowance subject to the provisions of paragraphs 4 (a) and (c) of this Supplemental Agreement with the understanding that for the purposes of calculating such dismissal pay, service as a part-time Circulation Driver shall not be included. For greater certainty, such dismissal pay and relocation

allowance shall be calculated based on the regular straight time day shift rate in effect on the date immediately prior to the employee's commencement of work in the Circulation Driver classification. Those seeking to bump must be able to show that they have the skill, ability (including fitness) and aptitude to perform the essential duties of that classification. This may involve a medical examination as described in the penultimate paragraph of Clause 1409 of the Collective Agreement. However, an employee shall be permitted to have such examination performed by a physician of his or her choice provided that such physician shall be approved by The Star's Medical Director, or

(c) in the case of Porters, transfer into five vacant Cleaning positions on the following basis:

(i) the rate of pay for Cleaners in Article 10 of the Collective Agreement shall be increased as at the date of signing of this Collective Agreement to \$507.82 and shall be based on a 35 hour workweek and not a 28 hour workweek as is now provided in the Collective Agreement. Such rate of pay shall be red-circled for the duration of this Collective Agreement;

(ii) such Cleaners shall be employed at One Yonge Street and shall be assigned cleaning work as deemed necessary by the Employer;

(iii) in the event of the retirement or other termination of employment of any such Cleaner named, any vacancy created as a result may be filled solely at the discretion of the Employer or the Employer may elect to contract such cleaning work to an outside cleaning firm;

(iv) subject to (iii) above, the Employer shall not contract the work performed by any such Cleaner for the duration of this Collective Agreement but shall not be precluded from reducing staff or otherwise terminating the employment of any such Cleaner pursuant to the provisions of the Collective Agreement.

4.(a) The **Star** will provide to all Delivery-Garage employees (including Forklift Loaders and Helper Loaders) and Porters affected a minimum of ninety (90) days notice of termination and dismissal pay as follows:

(i) full-time employees who have 10 or more years of continuous service as at their date of termination shall have their dismissal pay calculated at the rate of one week's pay at the regular straight time day shift rate in effect immediately prior to the date of termination for every five months of continuous service or major fraction thereof for the first 10 years of continuous service and at the rate of one week's pay at the regular straight time day shift rate in effect immediately prior to the date of termination for every four months of continuous service or major fraction thereof for the remainder of their continuous service all to a maximum of 65 weeks' pay. In addition such employees shall receive a once in a lifetime lump sum payment equal to two weeks' pay at the regular

straight time day shift rate in effect immediately prior to the date of termination and all of the foregoing is subject to the provision that no employee may receive a termination payment in excess of the straight time earnings he or she would have received had he or she remained in employment to age **65**; or

(ii) full-time employees who have less than 10 years continuous service as at their date of termination shall have their dismissal pay calculated at the rate of one weeks' pay at the regular straight time day shift rate in effect immediately prior to the date of termination for every five months of continuous service or major fraction thereof plus a once in a lifetime lump sum payment equal to two weeks' pay at the regular straight time day shift rate in effect immediately prior to the date of termination and all of the foregoing is subject to the provision that no employee may receive a termination payment in excess of the straight time earnings he or she would have received had he or she remained in employment to age **65**; and

(iii) part-time employees shall be entitled to the foregoing dismissal pay in proportion to the average number of hours the part-time employee actually worked each week during the twelve months immediately prior to the date of termination.

It is agreed that this dismissal pay obviates any requirement with respect to severance under the Employment Standards Act. In the event that an employee to whom ninety (90) days notice has been given resigns during the notice period with two weeks written notice to The **Star**, such employee will be provided dismissal pay on the basis provided for **staff** reduction in Clause (1201) (b) of the Collective Agreement and the payment of such dismissal pay would of course eliminate any requirement for statutory severance pay. In the event any affected employee accepts employment outside The **Star** and wishes to resign before notice of termination is given, such employee will be eligible for dismissal pay calculated in accordance with the terms of Clause 1201 (a) of the Collective Agreement.

(b) Any employee of pensionable age who remains in our employ until completion of the notice period in (a) above will be eligible for the leave of absence or pension supplement as provided for in Clause (1604) (2) (i), (ii) and (iii) of the Collective Agreement.

(c) Employees who (i) remain in employment with The **Star** until completion of the notice period, (ii) do not incur any disciplinary action from the date of ratification of the new Collective Agreement until the end of their specified individual notice period, and (iii) who during that period maintain an acceptable attendance record (who are absent for no more than three days unless otherwise agreed to by the Employer and the Guild), will receive, in addition to dismissal pay as specified in paragraph 4 (a) above, a relocation allowance in an amount equal to ten (10) weeks' pay at regular straight time day shift rates. A week's pay for a part-time employee will be calculated on the basis of the average number of shifts the part-time employee actually worked each week during the twelve months immediately prior to date of termination.

Again, payment of dismissal pay pursuant to paragraph 4 (a) above would eliminate any requirement for payment of statutory severance pay.

5. Full-time Delivery-Garage employees (excluding Forklift

Loader and Helper Loader employees) who elect to leave pursuant to paragraph 3 (a) above may apply for crew manager contracts. The Star agrees to take twelve such Delivery-Garage employees under contract and to provide a guaranteed contract duration of thirteen weeks. The Star will provide its normal orientation/familiarization to applicants. This is an independent contractor operation involving the recruitment of youth canvassers for the purpose of selling subscriptions door to door. The contractor receives a contract rate for each sale subject to certain verification and retention rules and is responsible for operating all aspects of his or her business including paying his/her canvassers. If less than twelve Drivers take advantage of the opportunity presented or if opportunities are accepted and subsequently vacated, The Star will retain the right to a maximum increase in the number of additional crew managers of six whether or not this number includes former Drivers.

6. In conjunction with the foregoing, The Star shall reclassify, effective first full pay week following date of signing, all existing sales/service Assistant District Representatives as named in Schedule "A" attached, as Senior Assistant District Representatives at the After 2 Year wage rate. The Senior Assistant District Representative job classification will then be renamed as Designated Assistant District Representative. It is agreed that as a result of these changes Designated Assistant District Representatives will be considered as designated assistants for all purposes of the Collective Agreement. Assistant District Representatives currently assigned to driver/warehouse duties and named on Schedule "B" attached shall remain in the Assistant District Representative job classification but that classification shall be renamed as Circulation Driver. A general description of the duties of Designated Assistant District Representatives and of Circulation Drivers is attached hereto.

7. The Star agrees to a similar committee for all Delivery-Garage employees as that set up for Helper-Loaders and Forklift Loaders.

8.(a) It is agreed that The Star is entitled to replace any employee who leaves before the completion of the notice period with:

(i) temporary employees, without prejudice to the employment status of such temporary employees, or by

(ii) extending the hours of regular part-time employees without prejudice to their part-time status or base hours.

(b) The Guild agrees to withdraw its grievance dated May 12th, 1992 with respect to contracting out on a prejudice basis.

(c) The Guild and all affected Delivery Garage employees agree that the contracting out of primary distribution and vehicle maintenance shall not be made the subject of any future grievance, arbitration or other proceeding. Moreover, it is agreed that no employee affected shall seek reinstatement except in the event that The Star announces its intention to cease contracting out and to engage its own employees in primary distribution and vehicle maintenance functions, in which case the recall provisions set out in Clause 1601 (1) of the Collective Agreement shall be applicable.

With respect to the foregoing requirement that the Guild give up its right to grieve or otherwise litigate The Star's contracting out of primary distribution and vehicle maintenance, it is

agreed that such requirement shall be only for the dura' of this Collective Agreement (January 1, 1995 - Decemb. 31, 1997) and that the subsistence of that arrangement during that period would not be relied upon by The Star to establish estoppel, waiver or other similar arguments against the Guild in any subsequent proceeding regarding such contracting out after the expiration of this Collective Agreement (January 1, 1995 - December 31, 1997) and neither shall the Guild be permitted to introduce into evidence during any such subsequent proceeding any matter with respect to such contracting out which occurred during the term of this Collective Agreement.

(d) The Guild agrees that it will not make the subject of grievance, arbitration or other proceeding any assignment of work by the Employer with respect to forklift or any other material-handling and loading activities at the new Press Centre in the City of Vaughan.

(e) The Guild agrees that it shall not now or hereafter dispute, contest, challenge or otherwise seek to interfere with The Star's contracting out functions (including, but not limited to, those referred to in the Guild's grievance of May 12, 1992) that are now or were previously performed by Porters, except that in the event that The Star announces its intention to cease contracting out work formerly performed by Porters and to undertake such work using its own employees, persons who were previously employed as Porters might then seek reinstatement, in which case the recall provisions set out in Clause 1601 (1) of the Collective Agreement shall be applicable.

With respect to the foregoing requirement that the Guild not dispute or challenge The Star's contracting out of functions now or previously performed by Porters, it is agreed that such requirement shall be only for the duration of this Collective Agreement (January 1, 1995 - December 31, 1997) and that the subsistence of that arrangement during that period would not be relied upon by The Star to establish estoppel, waiver or other similar arguments against the Guild in any subsequent proceeding regarding such contracting out after the expiration of this Collective Agreement (January 1, 1995 - December 31, 1997) and neither shall the Guild be permitted to introduce into evidence during any such subsequent proceeding any matter with respect to such contracting out which occurred during the term of this Collective Agreement. .

(f) Any matter referred to in this Supplemental Agreement may be made the subject of grievance, arbitration or other proceeding, only to the extent that it is alleged that the terms of this Supplemental Agreement have not been complied with and the Collective Agreement shall be deemed amended only to the extent necessary to give effect to the foregoing terms and conditions of this Supplemental Agreement.

**CEP, LOCAL 87-M**

**SOUTHERN ONTARIO NEWSPAPER GUILD**

**PER**

Bill Petrie

Jeff Bodrucky

Carol Wall

Sharon Fagan

John Deverell

Paul Sandilands

George Stepanuk

Elizabeth DeM...

**TORONTO STAR NEWSPAPERS LIMITED**

**PER:**

Jagoda Pike  
Bernadette Clancy  
Glenn Simmonds  
Joan Fairweather

Lou Macchiusi  
Frank Bourjot  
Phil Bingley

Dated this 13<sup>th</sup> day of April, 1995.

(ii) and (iii) of the Collective Agreement; and

d) in the event its staff reduction requirements are not met on a voluntary basis proceed in accordance with the staff reduction provisions of the Collective Agreement including, but not limited to, Clause 1601 (b), (c), (d), (e), (f), (g), (h), (i), (j), (k) and (l).

The type of work currently contracted to freelance or space contributors, transfer agents, vending box operators, wholesalers, crew managers or other subscription sales contractors, motor route operators, juvenile or adult carriers, shall be specifically excluded from the provisions of this agreement. Otherwise the Employer agrees that any contracting out must meet the test of being based upon a sound business decision.

Employees whose employment has been terminated involuntarily as a result of contracting out shall be subject to the recall provisions of the Collective Agreement.

**SUPPLEMENTAL AGREEMENT  
TO THE MAIN AGREEMENT  
(and forming part of the Main Agreement)**

Between: Toronto Star Newspapers Limited  
(hereinafter known as the "Employer")

And: CEP, Local 87-M,  
Southern Ontario Newspaper Guild,  
(hereinafter known as the "Guild")

Dated this 13<sup>th</sup> day of April, 1995.

**CEP, LOCAL 87-M  
SOUTHERN ONTARIO NEWSPAPER GUILD**

**PER:**

Bill Petrie  
Carol Wall  
John Devereil  
George Stepaniuk  
Jeff Bodrucky  
Sharon Fagan  
Paul Sandilands  
Elizabeth Demitro

**RE: CONTRACTING OUT**

When the Employer intends to contract out work which has been regularly performed by members of the Bargaining Unit prior to the date of signing of the Collective Agreement dated January 1, 1992 to December 31, 1994 and when as a result of such contracting out the employment of regular full-time and/or regular part-time members of the Bargaining Unit will be terminated, the Employer will:

- a) give the Guild 90 days notice in writing;
- b) sit down with Guild representatives within the 90 day notice period to discuss its decision and to consider any alternatives which the Guild may present without prejudice to any of its rights with respect to contracting out;
- c) in the event that no mutually acceptable alternative to contracting out is found, offer voluntary termination options within the job classification or classifications affected to the extent of the number of positions which would be eliminated as a result of the contracting out consisting of one week's regular straight time pay at day shift rates for each five months of continuous service or major fraction thereof for the first 10 years of continuous service and one week's pay at regular straight time day shift rates of pay for each 4 months of continuous service or major fraction thereof for each year of continuous service in excess of 10 years all to a maximum of 65 weeks pay and in addition a once in a lifetime payment equal to 2 weeks pay at regular straight time day shift rates (all not to exceed earnings if remained in employment to normal retirement age). In addition to the aforementioned termination benefits those eligible to retire early will be offered supplemented early retirement pensions as set out in Clause 1604 (e) (2) (i),

**TORONTO STAR NEWSPAPERS LIMITED**

**PER:**

Jagoda Pike  
Bernadette Clancy  
Glenn Simmonds  
Joan Fairweather

Lou Macchiusi  
Frank Bourjot  
Phil Bingley

Dated this 13<sup>th</sup> day of April, 1995.

5/1 ✓

**SUPPLEMENTAL AGREEMENT  
TO THE MAIN AGREEMENT  
(and forming part of the Main Agreement)**

Between: Toronto ~~Star~~ Newspapers Limited  
(hereinafter known as the "Employer")

And: CEP, Local 87-M,  
Southern Ontario Newspaper Guild,  
(hereinafter known as the "Guild")

Dated this 13<sup>th</sup> day of April, 1995.

**RE: FLEXIBLE WORK SCHEDULE**

Employees shall have the right to select a flexible part-time work schedule in accordance with the conditions set out in this Supplemental Agreement:

1. (a) Each flexible work schedule shall be subject to approval by the Employer, taking into account the needs of the employee and the business and operational requirements of the Employer. In considering employees' requests, the Employer shall not act in a manner which is arbitrary, discriminatory or in bad faith.
- (b) An eligible employee is one who is:
  - (i) in a regular full-time position; and
  - (ii) in a non-probationary status.
- 2.(a) An employee who selects a flexible work schedule after approval pursuant to section 1(a) must give the Employer at least six (6) weeks' written notice before the schedule can be implemented. The Employer must advise the employee within four (4) weeks from the time the employee submits his or her request for a flexible work schedule whether approval is granted under the conditions set out in Section 1(a).
- (b) The schedule must cover a period of not less than six (6) months and not more than twelve (12) months.
- (c) At the end of the flexible work schedule, the employee shall have the right
  - (i) to revert to his or her prior full-time position or a comparable full-time position within the employee's job classification or, if the flexible work schedule is in a different job classification, the employee's prior job classification;
  - (ii) subject to the conditions set out in section 1(a), to renew his or her flexible work schedule for one (1) further term of not less than six (6) months and not more than twelve (12) months. Upon request, the Employer may, at its sole discretion, and notwithstanding paragraph 1(a) above, agree to renew the employee's flexible work schedule by a further term of not less than six (6) months and not more than twelve (12) months; or

(iii) subject to the conditions set out in section 1(a), to agree with the Employer that the flexible work schedule shall be permanent.

(d) If the employee wishes to renew the flexible work schedule for one further term; or if the Employer, at its sole discretion, agrees to renew an employee's request for a further term for a flexible work schedule as permitted under section 2 (c) (ii) above or if the employee wishes to make the flexible work permanent, the employee shall initiate that process by giving the Employer at least six (6) weeks' written notice before the end of each successive flexible work schedule period, failing which the employee shall not be permitted to continue the flexible work schedule and will revert to his or her prior full time position or a comparable full time position within the employee's job classification or, if the flexible work schedule is in a different job classification, the employee's prior job classification.

- (e) If the employee and the Employer shall have agreed to renew the flexible work schedule, at the end of the second flexible work schedule period or, in the case where the Employer, in its sole discretion, agrees to a third flexible work schedule under section 2(c)(ii) above, the employee shall have the right
  - (i) to revert to his or her prior full-time position or a comparable full-time position within the employee's job classification or, if the flexible work schedule is in a different job classification, the employee's prior job classification or,
  - (ii) subject to the conditions set out in section 1(a), to agree with the Employer that the flexible work schedule shall be permanent.

In order that the employee might seek to make the flexible work schedule permanent, the employee shall give the Employer at least six (6) weeks' written notice before the end of the last flexible work schedule period.

3. In applying for any flexible work schedule, the applicant shall ensure that the Union receives a copy of his or her written application. An applicant who is approved as provided for above shall sign an agreement that includes a declaration by the employee that he or she has been made aware of, fully understands, and accepts the conditions of employment as a part-time employee as provided for in this Supplemental Agreement and that the employee has been advised by the Union of the implications of his or her decision. Any request by an employee to make his or her flexible work schedule permanent shall be on notice to the Union and shall be subject to Union approval. In considering such requests, the Union shall not act in a manner that is arbitrary, discriminatory, or in bad faith.

4. During the period of an employee's participation in a flexible work schedule, his or her prior full-time position may be filled by a temporary employee or by additional hours being offered to part-time employees pursuant to the provisions of Article 4. Such additional hours shall not prejudice the part time status or base hours of any part-time employee. If the flexible work schedule is made permanent, any

available position or additional hours may then be filled on a permanent basis.

- 5. The employee shall suffer no loss of seniority as a result of participating in a flexible work schedule.
- 6. When participating in a flexible work schedule, the employee shall be reclassified from regular full-time to regular part-time. Benefits for the employee on a flexible work schedule shall be adjusted on a pro rata basis the same manner as part-time employees' benefits are adjusted in accordance with Clause 403. All other rights of the employee with respect to terms and conditions of employment shall be those of a regular part-time employee for all purposes as set out in the Collective Agreement, except that the employee shall accrue seniority as a full time employee while on the flexible work schedule and, for the purposes of Article 16, shall remain on the full-time seniority list applicable to his or her prior full-time position.
- 7. When the employee's flexible work schedule is confirmed as permanent, the employee shall no longer have the right to revert to his or her prior or any full-time position. Any subsequent change in employment status shall be subject to the provisions of the Collective Agreement, including, but not limited to, the provisions of Article 9 with respect to the posting of vacancies and selection of candidates. If, after having entered into a permanent flexible work schedule, the employee succeeds in returning to full-time status, he or she shall be entitled to retain all seniority earned prior to transferring to part-time status and to any seniority acquired as a part-time employee, all to the full extent provided by the Collective Agreement.

**CEP, LOCAL 87-M  
SOUTHERN ONTARIO NEWSPAPER GUILD  
PER:**

Bill Petrie *[Signature]* Jeff Bodrucky  
 Carol Wall *[Signature]* Sharon Fagan *[Signature]*  
 John Deverell *[Signature]* Paul Sandilands *[Signature]*  
 George Stepaniuk *[Signature]* Elizabeth DeMito *[Signature]*

**TORONTO STAR NEWSPAPERS LIMITED  
PER**

Jagoda Pike *[Signature]*  
 Bernadette Clancy *[Signature]*  
 Glenn Simmonds *[Signature]*  
 Joan Fairweather *[Signature]*  
 Lou Macchiusi *[Signature]*  
 Frank Bourjot *[Signature]*  
 Phil Bingley *[Signature]*

Dated this 13<sup>th</sup> day of April, 1995.

**SUPPLEMENTAL AGREEMENT  
TO THE MAIN AGREEMENT  
(and forming part of the Main Agreement)**

Between: Toronto ~~Star~~ Newspapers Limited  
(hereinafter known as the "Employer")

And: CEP, Local 87-M,  
Southern Ontario Newspaper Guild,  
(hereinafter known as the "Guild")

Dated this 13<sup>th</sup> day of April, 1995.

**RE: SENIOR POSITIONS IN THE ADVERTISING,  
CREATIVE COMMUNICATIONS, CIRCULATION  
AND FINANCE AND ADMINISTRATION  
DEPARTMENTS**

1. Notwithstanding the provisions of Article 9 of the Main Collective Agreement, the past practice of appointing employees to the following positions shall apply:

- Senior Salesperson - Advertising Department
- Senior Representative - Creative Communications Department
- Senior District Representative - Circulation Department
- Senior Supervisor - Finance and Administration Department

2. In the application of the provisions of Article 16 of the Main Agreement, employees in the classifications of Senior Salesperson, Senior Representative, Senior District Representative and Senior Supervisor shall have their seniority, layoff, bumping, transfer and recall rights considered with the following corresponding classifications:

- Advertising Department Group 2 Senior Salesperson with Group 3 Advertising Salesperson
- Creative Communications Department Group 2 Senior Representative with Group 3 Representative
- Circulation Department Group B Senior District Representative with Group C District Representative
- Finance and Administration Department Group 1 Senior Supervisor with Group 1 Supervisor.

**CEP, LOCAL 87-M  
SOUTHERN ONTARIO NEWSPAPER GUILD  
PER:**

Bill Petrie *[Signature]* Jeff Bodrucky  
 Carol Wall *[Signature]* Sharon Fagan *[Signature]*  
 John Deverell *[Signature]* Paul Sandilands *[Signature]*  
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**TORONTO STAR NEWSPAPERS LIMITED**

PER:

Jagoda Pike  
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Frank Bourjot  
Phil Bingley

Dated this 13<sup>th</sup> day of April, 1995.

**SUPPLEMENTAL AGREEMENT  
TO THE MAIN AGREEMENT  
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Between: Toronto **Star** Newspapers Limited  
(hereinafter known as the "Employer")

And: CEP, Local 87-M,  
Southern Ontario Newspaper Guild,  
(hereinafter known as the "Guild")

Dated this 13<sup>th</sup> day of April, 1995.

**RE: DEFERRED COMPENSATION LEAVE PLAN**

Pursuant to Clause (1716) of the Agreement, employees who have completed a minimum of twelve (12) months' continuous active employment shall be entitled to participate in a self-funded voluntary leave plan. Employees who wish to participate shall execute any documents required to provide for the initiation of the Plan or to give effect to its terms.

Conditions of the leave plan are as follows:

1. The Plan shall meet all the requirements of the Income Tax Act. Employees shall be responsible for the tax consequences of their participation in the Plan and of any failure to comply with the requirements of the legislation or the Plan.
2. The leave must be for a minimum of six (6) months and no longer than twelve (12) months. The contributions shall be no more than 33 1/3% of earnings and no less than 5% of earnings. An employee who participates in the Deferred Compensation Leave Plan must take his or her leave not later than six (6) years following the commencement of his or her participation in the Plan.
3. The funds being deferred shall be held in a trust account with a financial institution arranged by the Employer. Interest on the account (net of any charges levied by the financial institution in connection with the establishment and maintenance of the trust account) shall be paid to the employee annually.
4. Funds from the trust account will be paid to the employee on a monthly or lump sum basis during the leave. In the event of the death or termination of the employee prior to payments being made to exhaust the funds in the trust account for that employee, the balance shall be paid to the employee or at the employee's direction.

5. During the leave, benefits will continue provided that the employee pays the full premium cost of such benefits, except that, there shall be no Short or Long Term Disability coverage during the leave period. In the event that, the employee is not fit to return to work at the end of the leave period, as defined in Article 14, Short Term Disability benefits shall commence on the date on which the employee was scheduled to return to work.

6. Seniority accumulation for employees on leave shall be as set out in Clause (1705) in the Agreement.

7.(a) The employee must give the Employer irrevocable written notice of his or her request for leave under the Plan at least six (6) months prior to the requested start date of his or her intended leave. In addition, the employee shall indicate the period of leave requested and shall confirm, in writing, the return date thirty (30) days in advance of the scheduled return.

(b) The only exceptions to (a) above, shall be that the employee may withdraw from the Plan in the event of Long Term Disability, termination of employment, death or any other reason as agreed by the employee and the Employer.

8. Selection of employees who apply for a leave pursuant to the terms of the Plan shall be on the basis of first come, first considered (subject to paragraphs 9 and 11 following). The same principles shall apply in the event that two or more employees request leave for the same period or starting at the same time and all applicants cannot be accommodated.

9. An employee shall not be entitled to leave in circumstances where his or her absence might interfere with the normal business or operations of the Employer. Employees are cautioned that operational requirements are likely to preclude leave being granted to all otherwise eligible employees at their preferred times and that, therefore, employees shall be responsible for ascertaining the availability of leave opportunities and ensuring, to the extent possible that they shall be able to obtain leave within the parameters of the Plan and the Income Tax Act requirements.

10. An employee who is absent on leave may be replaced for the full duration of his or her leave by a part-time or temporary employee notwithstanding any limitation or restriction otherwise applicable under the provisions of Article 4.

11. An employee shall not be permitted to use leave under the Deferred Compensation Leave Plan to extend any other leave obtained pursuant to the Collective Agreement or statute. Accordingly, upon completing a period of leave taken under the terms of the Plan, the employee must return to active employment for a minimum of six (6) months before being eligible for any other leave (except pregnancy or parental leave provided for in Article 17) and an employee shall not be entitled to commence a leave under the terms of the Plan if the employee would be or become eligible for another leave commencing during or immediately after the leave to be taken under the terms of the Plan.

12. In accordance with the requirements of the Income Tax Act, the employee must return to work for a period of time at least equal to the period of the leave.

13. On return from leave, the employee shall be returned to the job classification in which he or she worked immediately prior to going on leave and at the appropriate rate of pay for that classification. If the employee's position in that classification no longer exists, the employee shall be placed in a com-



able position. If the employee's classification has been affected by a staff reduction, the employee shall be placed in a job classification which the employee may be entitled to claim by virtue of his or her qualifications, abilities, and seniority. In the event that the employee's classification is affected by a staff reduction during the employee's leave, the employee shall, for all purposes associated with the staff reduction (including but not limited to any notice requirements), be treated as if he or she was at work and actively employed.

February 26, 1995

Mr. Bill Petrie,  
Local Representative,  
CEP, Local 87-M  
Southern Ontario Newspaper Guild,  
1253 Queen Street East,  
Toronto, Ontario, M4L 1C2.

**CEP, LOCAL 87-M  
SOUTHERN ONTARIO NEWSPAPER GUILD**

**PER:**

Bill Petrie *Bill Petrie*  
Carol Wall *Carol Wall*  
John Devereil *John Devereil*  
George Stepanuk *George Stepanuk*  
Jeff Bodrucky *Jeff Bodrucky*  
Sharon Fagan *Sharon Fagan*  
Paul Sandilands *Paul Sandilands*  
Elizabeth DeMello *Elizabeth DeMello*

**TORONTO STAR NEWSPAPERS LIMITED**

**PER:**

Jagoda Pike *Jagoda Pike*  
Bernadette Clancy *Bernadette Clancy*  
Glen Simmonds *Glen Simmonds*  
Joan Fairweather *Joan Fairweather*  
Lou Macchiusi *Lou Macchiusi*  
Frank Bourjot *Frank Bourjot*  
Phil Bingley *Phil Bingley*

Dated this *23rd* day of *April*, 1995.

February 26, 1995

Mr. Bill Petrie,  
Local Representative,  
CEP, Local 87-M  
Southern Ontario Newspaper Guild,  
1253 Queen Street East,  
Toronto, Ontario, M4L 1C2.

Dear Bill:

The Star is not prepared to agree to any specific requirements with respect to the content of job postings. However, this letter will confirm our agreement to try and include on any postings, a general description of the duties, the current location of the vacant position and the current hours of work.

Dear Bill:

This is to confirm several points of agreement as to procedures, administrative actions and other matters relating to the Agreement between Toronto Star Newspapers Limited and the Southern Ontario Newspaper Guild:

1. Effective May 18, 1963, new regular full-time employees shall be required to join the Toronto Star Pension Plan as contributory members (as that term is defined in the Plan) upon fulfillment of the eligibility requirements of the Plan.
2. The Cobourg and Barrie delivery routes will be considered as Country routes for purposes of the "Country Truck Driver Differential" of \$5.00 per shift so worked.
3. It is agreed that the change of title from "Business Office" to "Finance and Administration Department" shall in no way add to or delete from the jurisdiction of the Guild as under the Collective Agreement between the parties dated January 1, 1973 to December 31, 1974.
4. The Company's past practice of payment of transportation and reasonable moving expenses for employees relocated from one point to another outside of Metropolitan Toronto shall be continued during the life of the Agreement.
5. In the event of a staff reduction in the Advertising Department, regular full-time and regular part-time employees holding positions in Display Advertising or in Classified Advertising immediately prior to the date of signing the Agreement dated August 1, 1985 to December 31, 1986 shall retain the same rights with respect to staff reduction that they would have enjoyed under the terms of the Collective Agreement between the parties dated August 1, 1983 to July 31, 1985 but any dismissal pay shall be paid at the appropriate current Collective Agreement rates of pay.
6. In the event of a staff reduction in the Advertising Department, regular full-time and regular part-time employees holding positions in the Advertising Department immediately prior to the date of signing the Agreement dated January 1, 1987 to June 30, 1989 shall retain the same rights with respect to staff reduction that they would have enjoyed under the terms of the Collective Agreement between the parties dated August 1, 1985 to December 31, 1986 but any dismissal pay shall be paid at the appropriate current Collective Agreement rates of pay.

Yours truly,

*Jagoda S. Pike*  
Jagoda S. Pike

Yours truly,

*Jagoda S. Pike*  
Jagoda S. Pike.

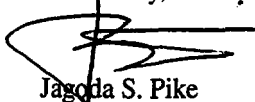
February 26, 1995

Mr. Bill Petrie,  
Local Representative,  
CEP, Local 87-M  
Southern Ontario Newspaper Guild,  
1253 Queen Street East,  
Toronto, Ontario, M4L 1C2.

Dear Mr. Petrie:

The **Star** agrees to permit employees who have earned a **fifth** and/or sixth week of vacation to "bank" the fifth and/or sixth week so that it may be taken immediately prior to retirement. Under these circumstances, such accumulated vacation shall be paid at the rate of pay being earned at the time at which such vacation is taken. If an employee's employment relationship with The Star ends for some reason other than retirement (quit, discharge, disability, death, etc.), accumulated "banked" vacation will be paid off as a lump sum at the rate of pay at which each accumulated "banked" week was actually earned. Under no circumstances may "banked" vacation be taken except immediately prior to retirement or upon termination or death, when cash in lieu will be paid as described herein.

Yours truly,



Jagoda S. Pike

February 26, 1995

Mr. Bill Petrie  
Local Representative  
Southern Ontario Newspaper Guild  
Local 87  
1253 Queen Street East  
Toronto, Ontario  
M4L 1C2

Dear Bill:

RE: **Toronto Star Pension Plan**

This letter confirms agreements reached during collective bargaining:

**(1) Base Year Adjustment**

The Star will update the base year from **1991** to **1993** effective January 1, 1995;

**(2) Power to Amend The Plan**

The Employer will retain the power to amend the Plan at its own discretion for the purpose of protecting the value of retired member's benefits against inflation and as may be necessary during the term of the Agreement (January 1, 1995 to December 31, 1997) to comply with legislation or to make any other amendments to the Plan which do not affect the employee contribution rate or the benefits under the Plan.

**(3) Basis for Calculations**  
**Re: Contributions/Pensionable Earnings**

The basis upon which calculations with respect to contributions and pensionable earnings are made shall remain unchanged from what it was during the life of the previous Collective Agreement (January 1, 1992 to December 31, 1994).

**(4) Star Contribution Guarantees**

- (i) The **Star** will make an absolute undertaking that it will not withdraw any surplus from the Pension Plan.
- (ii) **As** at January 1, 1987, and at any time beyond, The Star's contribution to the Pension Fund will, at minimum, match the regular contributions of its employees. This does not necessarily mean that The Star will match employee contributions dollar for dollar in any given year but that on a cumulative basis The **Star** will always be in a position of having contributed as much or more than the total amount of employee regular contributions over the life of the Pension Plan. (It should be understood that in some years The Star will be required to contribute more than the employees in order to cover deficits or to pay for enhancements and in other years The Star might be required to contribute less if the Plan is in a surplus position and The **Star's** cumulative contributions after January 1, 1987 exceed the regular contributions of its employees).

**(5) Joint Pension Benefits Advisory Committee**

It is agreed that employee union representatives will participate in a Joint Pension Benefits Advisory Committee (equal numbers from management and unions), and that such Committee shall receive all information that had been previously received by the Toronto Star Pension Plan Trustees prior to their replacement by Canada Trust.

**(6) Plan Maintenance**

The Pension Plan will be maintained during the life of the Collective Agreement between the parties dated January 1, 1995 to December 31, 1997 and will not be changed except as provided in paragraph 2 above, as it affects members of the various bargaining units without the agreement of the Union representing affected members.

Yours truly,



Jagoda S. Pike

February 26, 1995.

Mr. Bill Petrie  
Local Representative  
CEP, Local 87-M  
Southern Ontario Newspaper Guild  
1253 Queen Street East  
Toronto, Ontario  
M4L 1C2

Dear Bill:

**Re: Expedited Arbitration Procedure**

The Star shares with the Guild an interest in resolving disputes as expeditiously as possible and is willing to enter into a trial arrangement under which the parties would use the facilities of The Arbitrators Clearing House, a Division of Arbitration Facilitators Group Inc. in certain cases.

In our view, it is unlikely that all issues that might arise between us will be properly referable to a procedure of the sort available through that facility. I am also concerned that the process might prove to be more burdensome and more expensive than either of us might anticipate.

Accordingly, I confirm that The Star is prepared, for the term of the new Collective Agreement, to undertake to utilize the expedited arbitration procedure set out in the attached Schedule whenever it appears appropriate and until The Star concludes that the use of that process is failing to generate the results that we both seek.

Yours very truly,



Jagoda S. Pike

**SCHEDULE**

**PE: EXPEDITED GRIEVANCE PROCEDURE**

Either The Star or the Guild may, by notice to the other party, suggest the use of the expedited arbitration procedure set out in this Schedule to resolve any dispute that is not settled by the grievance procedure set out in the Collective Agreement.

The party proposing use of expedited arbitration shall notify the other party within fifteen (15) days following the meeting to resolve the dispute under Clause 1502. If the other party agrees to the suggested use of this expedited arbitration procedure, the parties shall contact The Arbitrators Clearing House, a Division of Arbitration Facilitators Group Inc. for the selection (in the case of agreement) or appointment (in the case of disagreement) of an arbitrator.

Once the selection or appointment of an arbitrator has been completed, the parties shall, at least ten (10) days prior to the arbitration hearing, provide to the arbitrator a joint statement of facts and issues. The statement shall contain a concise statement of the facts giving rise to the dispute. Where material facts are contested, the statement will describe the parties' disagreement as to the facts. In addition, the statement will state the issue or issues to be decided by the arbitrator. It is understood that the hearing shall only deal with the issues disclosed in the joint statement.

At the hearing, the arbitrator shall receive from each party a case statement setting out:

- (i) the issue or issues to be determined;
- (ii) the facts upon which the party intends to rely; and
- (iii) the position of the party.

The position of the party shall include a summary of its arguments with reference to the Collective Agreement, the jurisprudence, and any other authorities. All documentary exhibits shall be appended to the case statement. Each party shall deliver its complete case statement to the other party at least five (5) days prior to the scheduled hearing date.

The parties agree that the arbitrator has the fullest discretion to determine the procedure to be followed in the hearing of the grievance and may make whatever determinations are necessary in respect of such matters as order of proceeding, time allocation, the need to hear witnesses and the admissibility of documentary evidence without the necessity of formal proof. The arbitrator also retains all powers vested by the relevant provisions of the Labour Relations Act.

Each party's oral argument shall be limited to the position of the party contained in its case statement and the party's rebuttal of the position of the opposite party as contained in that party's case statement.

The arbitrator shall, if possible, render an oral decision at the end of the hearing. If this is not possible, the arbitrator shall issue a written award within ten (10) days of the hearing which shall be final and binding on the parties.

Costs of the arbitrator shall be borne equally by the parties.

If The Arbitrators Clearing House ceases to operate, the parties shall, within fifteen (15) days, agree to a new arbitration facilitator service or to a list of arbitrators to act as arbitrators under the provisions of this Schedule.

February 26, 1995

Mr. Bill Petrie  
Local Representative  
CEP 87-M, Southern Ontario Newspaper Guild  
1253 Queen Street East  
Toronto, Ontario  
M4L 1C2

Dear Bill:

The Star agrees to make the following payment:

1. All regular full-time employees who are on staff and actively at work on the date of signing of the renewal Collective Agreement (January 1, 1995 to December 31, 1997) and continue to be on staff and actively at work on January 1, 1996, will receive a lump sum payment of \$500.
2. All regular part-time employees shall be entitled to the lump sum payment based on the conditions noted above but on a proportionate basis. The proportion shall be based on the average number of regular straight time hours worked per week in the calendar year 1995 (January 1st to December 31st) to a maximum amount of \$500.

3. Circulation Aides, or any other persons who do not qualify as regular full-time or regular part-time employees covered by all of the provisions of the Collective Agreement, are not eligible for this lump sum payment.

4. The payment shall be made within two (2) weeks following January 1, 1996.

Yours truly, -



Jagoda S. Pike

February 26, 1995.

Mr. Bill Petrie  
Local Representative  
CEP Local 87-M  
Southern Ontario Newspaper Guild  
1253 Queen Street East  
Toronto, Ontario, M4L 1C2

Dear Bill:

**Re: Zoning of Classified Advertising**

Subject to the limitations, if any, contained in the Pay Equity Act of Ontario, and resolution of the specific details of any agreement between The **Star** and the Guild on whether zoned classified advertising is to be sold using employees, The **Star** agrees to continue to consider and discuss the Guild's request as contained in its proposal tabled prior to the onset of collective bargaining, to have new employees in the bargaining unit perform this work.

Inasmuch as The **Star** views zoned classified advertising as a new venture involving new business, The **Star** is prepared to make the following representations to the Guild and those employees who might be seen to be affected by this venture.

In the course of determining how the new venture will be pursued, The **Star** will identify, in consultation with the Guild, those bargaining unit employees then involved in classified advertising sales who might be considered to be negatively affected by the implementation of the new arrangement. The **Star** will develop a list of those regular full-time and regular part-time employees. Employees who are listed and who are in active employment on the date of the implementation of the new zoned classified structure, shall not be subject to staff reduction as a result of the implementation of the arrangement. Ail of this is subject to The **Star's** right to reduce staff by attrition or for reasons unrelated to the implementation of the arrangement.

The **Star's** commitment to regular part-time employees shall be limited to the maintenance of an employee's base hours as at the time of the arrangement and shall not be construed to require the provision of additional hours, regardless of the number of hours that the employee might have worked in prior periods. Similarly, the commitment to regular full-time employees shall be limited to normal straight-time hours and shall not be construed to require the provision of any additional or overtime hours.

In fulfilling its undertaking, The **Star** shall not be obliged to replace any employee who leaves, quits, dies, retires, is absent due to disability, transfers, is promoted or demoted, or is discharged after the implementation of the arrangement.

Yours truly, -

Jagoda S. Pike.

February 26, 1995

Mr. Bill Petrie  
Local Representative  
Southern Ontario Newspaper Guild  
Local 87  
1253 Queen Street East  
Toronto, Ontario  
M4L 1C2

Dear Bill:

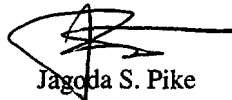
**RE: RSI Project**

On February 24, 1995, The **Star** and the Guild heard a presentation from Drs. Harry Shannon, Donald Cole and Richard Wells from the Institute for Work and Health. The representatives from the Institute proposed that the parties participate in a research project on work related musculoskeletal disorders of the upper extremities, commonly known as RSIs.

The objectives of the project would be to review work related musculoskeletal disorder disability situations and experiences with interventions to date and to design a second stage of baseline work to be able to monitor the treatments and effects of workplace changes over time.

The Employer commits to the Guild its willingness to continue discussions with the Guild and the Institute with a view, subject to approving a detailed proposal including funding requirements acceptable to the Employer, to supporting and participating in a joint project of this nature.

Yours truly, -



Jagoda S. Pike

**LETTER OUTSIDE THE COLLECTIVE AGREEMENT**

**THE TORONTO STAR**

Toronto Star Newspapers Limited

One Yonge Street  
Toronto Canada M5E 1E6  
Tel. (416) 869-4216  
Fax (416) 869-4582

One Century Place  
Woodbridge, Ontario L4L 8R2  
Tel. (905) 850-6587  
Fax (905) 850-6594

**Director of Industrial Relations**

February 26, 1995

Mr. Bill Petrie  
Local Representative  
**CEP**, Local 87-M  
Southern Ontario Newspaper Guild  
1253 Queen Street East  
Toronto, Ontario  
M4L 1C2

Dear Bill:

Re: **Compressed Work Week**

This is to confirm our undertaking to you that, following the signing of the Collective Agreement (dated January 1, 1995 to December 31, 1997), The Star agrees to meet and begin discussions on the feasibility of implementing a compressed work week arrangement in certain departments where the Guild has representational rights.

As indicated in your last proposal on this subject, any compressed work week schedule or arrangement must not interfere with The Star's production requirements and would take into account the needs of the employee and the business and operational requirements of The Star. Also, as I indicated to you previously, the overriding, but not exclusive guideline and concern of The Star in the anticipated discussions will be that no additional direct or indirect costs shall result to The Star in connection with the implementation of any compressed work week arrangement.

It is our view that compressed work week arrangements would not be suitable for all departments and one of the matters that we would discuss is the identification of departments or classifications that would be potentially suitable to such schemes.

I agree with you that the implementation of specific compressed work week arrangements would necessarily be on a trial or preliminary basis. In the event that an implemented schedule in fact resulted in additional costs to The Star or adversely affected its business or operational performance, the arrangement would be subject to suspension or cancellation. We would also recognize the possibility that a participating employee

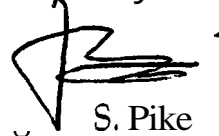
would wish to return to **his** or her regular work schedule and would contemplate that that would be done on notice, subject to The Star's being able to accelerate the individual's return in certain circumstances.

Finally, I agree with you that this sort of arrangement should be implemented on a voluntary basis **and** that **employees** would not be required to participate in a compressed work week schedule simply to accommodate the desires **of** fellow employees.

In the event that the proposed discussions lead to an acceptable framework for the implementation of a compressed work week trial arrangement, The Star agrees that it will implement that framework for a trial period as settled between us. All terms and conditions for that framework and trial period would be as agreed to by The Star and the Guild at that time.

In the event that no agreement is arrived at or if The Star does not agree to implement a compressed work week arrangement because of cost, business or operational consideration, The Star's refusal shall not be subject to the grievance and arbitration provisions of the Collective Agreement.

Yours truly

  
S. Pike

LETTER OUTSIDE THE COLLECTIVE AGREEMENT

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Director of Industrial Relations

February 26, 1995

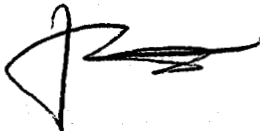
Mr. Bill Petrie  
Local Representative  
CEP Local 87-M  
Southern Ontario Newspaper Guild  
1253 Queen Street East  
Toronto, Ontario  
M4L 1C2

Dear Bill:

**RE: VDT Committee**

The Star and the Guild agree that within ~~six~~ (6) months of the signing of the Collective Agreement, the VDT Committee referred to in Article 20 - Health and Safety, Clause (D), shall commence meeting and working on all Repetitive Strain Injury related issues.

Yours very truly,



Jagoda S. Pike

**LETTER OUTSIDE THE COLLECTIVE AGREEMENT**

**THE TORONTO STAR**

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Director of Industrial Relations

February 26, 1995

Mr. Bill Petrie  
Local Representative  
CEP Local 87-M  
Southern Ontario Newspaper Guild  
1253 Queen Street East  
Toronto, Ontario  
M4L 1C2

Dear Bill:

**Re: Blue Cross Plan for Extended Health Care and the Life Dental Plan**

As discussed, we intend to implement "positive listing and coordination of benefits" for the above mentioned benefit plans.

The object of **this** is to reduce the cost of those benefit plans by ensuring that employees' benefits are coordinated with any coverage which spouses may have with another Employer. The result will be that if a spouse is participating in benefit plans with another Employer, then that Company will be the first payer for the spouse. This will otherwise have no impact on the employees benefit coverage with The Star.

In order to be able to put **this** into effect, we will have to gather information from our employees, including name of spouse and dependents, the spouse's Employer, if any, and the benefit coverage which that Employer provides including insurance carrier names and policy numbers.

This is to confirm our agreement that the Union supports this objective and will encourage employees to provide the information necessary to put this into effect.

Yours truly,



Jagoda S. Pike



LETTER OUTSIDE THE COLLECTIVE AGREEMENT

**THE IRON STAR**

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Fax (905)850-6594

Director of Industrial Relations

February 26, 1995.

Mr. Bill Petrie  
Local Representative  
CEP Local 87-M  
Southern Ontario Newspaper Guild  
1253 Queen Street East  
Toronto, Ontario M4L 1C2

Dear Bill:

**Re: Job Reclassifications**

Effective the first day of the first month following the date of signing the renewal Collective Agreement (January 1, 1995 to December 31, 1997), The Star agrees to do the following:

- (a) reclassify StarWeek Coordinator (Editorial, Group 5), Colleen Kastrinos, to Group 3F at the fully experienced rate. The change of rate from Group 5 to Group 3F shall be made retroactive to January 1, 1993 and the retroactive payment shall be the difference between the contractual rates for Group 3F and Group 5 in effect during that time frame.

This reclassification is without precedent or prejudice to The Star or the Guild with respect to any positions which may be taken or any proceedings that may ensue under the technological change provisions (Article 16) of the Collective Agreement, as a result of the introduction of pagination at The Star.

- (b) reclassify Secretary/Stenographer (Circulation - Office Division, Group 3), Louise Schembri to Senior Clerk (Group 1E) at the fully experienced rate.

Yours truly,



Jagoda S. Pike

LETTER OUTSIDE THE COLLECTIVE AGREEMENT

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Director of Industrial Relations

February 26, 1995

Mr. Bill Petrie  
Local Representative  
Southern Ontario Newspaper Guild  
Local 87  
1253 Queen Street East  
Toronto, Ontario  
M4L 1C2

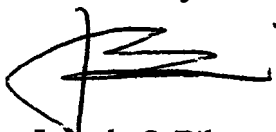
Dear Bilk

Re: **RSI Reimbursement**

The Employer shall reimburse any employee who sustained a repetitive strain injury on the job and was required to pay for treatment for the injury under the following conditions:

1. Claims for reimbursement will be limited to treatments received and paid for between January 1, **1992** and the date of implementation of the insured services listed in Clause (1914) of the Collective Agreement.
2. The maximum claim for each employee shall be limited to \$750 for treatments prescribed by a qualified medical practitioner.
3. The Employer may request medical evidence from a qualified medical practitioner that the treatment was for a repetitive strain injury.
4. An employee must submit receipts before payment will be made under this **provision.**

Yours truly



Jagoda S. Pike

**LETTER OUTSIDE THE COLLECTIVE AGREEMENT**

**T [ TORONTO STAR**

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Director of Industrial Relations

February 26, 1995

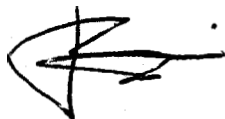
Mr. Bill Petrie  
Local Representative  
Southern Ontario Newspaper Guild  
Local 87  
1253 Queen Street East  
Toronto, Ontario M4L 1C2

Dear Bill:

**RE: PART-TIME EMPLOYEES BASE HOURS**

This will confirm that within thirty (30) days of the signing date of the Collective Agreement The Star will provide the Guild with a listing of all regular part-time employees' current base weekly hours and will continue to do so as provided for in Section A paragraph 3 of the Supplemental Agreement Re: Part-Time Employees. The **listing** will include the employee's Department, Zone Office or Bureau. Further, The Star agrees to advise the Guild of any future base weekly **hours** changes within **thirty (30)** days of such changes.

Yours truly,



Jagoda S. Pike

LETTER OUTSIDE THE COLLECTIVE AGREEMENT

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Director of Industrial Relations

February 26, 1995

Mr. Bill Petrie  
Local Representative  
Southern Ontario Newspaper Guild  
Local 87  
1253 Queen Street East  
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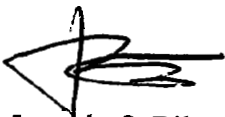
Dear Bill:

Reporters assigned as Foreign or National Bureau Chiefs in Washington, Hong Kong, South Africa, Middle East, London, Germany, Moscow, Halifax, Montreal, Quebec City, and Edmonton **and** in addition Reporters assigned as Bureau Chiefs to Queen's Park and City Hall Bureaus shall be paid a minimum weekly rate of not less than \$50.00 over the regular basic straight time rate of pay for a fully qualified Reporter .

Any **such** Reporter currently earning in excess of \$50.00 per week over the basic fully qualified Reporter rate shall not be eligible for any increase in compensation as a result of this commitment.

The fundamental job of an employee assigned as a Bureau Chief will remain that of a Reporter, Group 3.

Yours truly,



Jagoda S. Pike

**LETTER OUTSIDE THE COLLECTIVE AGREEMENT**

**THE TORONTO STAR**

Toronto ~~Star~~ Newspapers Limited

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Director of Industrial Relations

February 26, 1995

Mr. Bill Petrie  
Local Representative  
Southern Ontario Newspaper Guild  
Local 87  
1253 Queen Street East  
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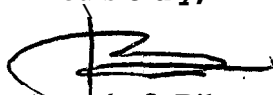
Dear **Bill**:

The Star agrees to continue, on an experimental basis, informal sessions comprising representative employees designated by the Guild from key Editorial groups and senior members of Editorial management designated by the Employer.

The purpose of the sessions would be to discuss items of mutual concern **such** as editorial plans for the future, story ideas, and changes that would improve the working environment in the Editorial Department.

The sessions would be conducted by the Managing Editor or his appointee and, for the purpose of **this** experiment, they would be scheduled at approximately six month intervals over the duration of the Collective Agreement.

Yours **truly**,

  
Jagoda S. Pike

## LETTER OUTSIDE THE COLLECTIVE AGREEMENT

**THE**                      **STAR**  
Toronto Star Newspaper                      i:

One Yonge Street  
Toronto Canada M5E 1E6  
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Director of Industrial Relations

February 26, 1995

Mr. Bill Petrie  
Local Representative  
Southern Ontario Newspaper Guild, Local 87  
1253 Queen Street East  
Toronto, Ontario, M4L 1C2

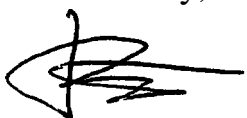
Dear Bill:

**This will** confirm The Star's position with respect to non-moving violations of the Highway Traffic Act and/or appropriate Municipal By-Laws, which may occur during the course of an employee's work performance.

- (a) Employees should park or stop in areas legally designated for that purpose whenever possible.
- (b) In the event that an employee finds he or she has no reasonable alternative but to park or stop in an area not legally designated for that purpose during the course of **his** or her work performance and as a result incurs the issuance of a traffic ticket, the Employer will pay the fine. The employee however must advise **his** or her Supervisor of the fact immediately following the issuance of the ticket. Any delay in advising Supervision which results in additional levies or fines will not be paid by the Employer.

If **an** employee is charged with an offence which appears to have arisen out of the performance of **his** or her duties on behalf of the Employer, the question of whether or not such an employee should be provided with legal assistance should in my view be dealt with at a very senior level within both the Guild and the **Company**. It would be acceptable to The Star to have such issues reviewed by a permanent standing committee made up of the Director of Industrial Relations and a Vice President of the **Company**, the Unit Chairman and the Executive Officer (or other senior designated Guild representatives).

Yours truly,



Jagoda S. Pike

LETTER OUTSIDE THE COLLECTIVE AGREEMENT

**THE TORONTO STAR**

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Director of Industrial Relations

February 26, 1995

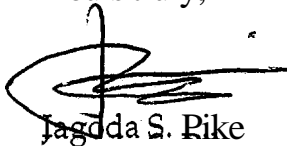
Mr. Bill Petrie  
Local Representative  
Southern Ontario Newspaper Guild,  
Local 87  
1253 Queen Street East  
Toronto, Ontario,  
M4L 1C2

Dear Bill:

Re: **Pensioner's Benefits**

This is to confirm agreement reached during collective bargaining that the individuals listed on Schedule "A" hereto who are in receipt of a pension that was a deferred vested pension from the Employer shall continue to receive pensioner's benefits. Subject to the foregoing, effective date of signing the Collective Agreement dated January 1, 1992 - December 31, 1994 only those persons who are employees of the Employer immediately preceding their retirement and in receipt of a pension from the Toronto Star Pension Plan shall be eligible for any benefits which may be extended to pensioners.

Yours truly,



Jagoda S. Pike

SCHEDULE "A"

LISTING OF VESTED DEFERRED PENSIONERS

NAME.	UNION GROUP-
-----	-----
Robert <b>Addie</b>	Guild
Lorraine Baker	Guild
<b>Albert</b> Blain	Guild
Benjamin Burrage	Guild
Stanley Carroll	Guild
Frank Cockrane	Guild
John Cook	Guild
<b>Rae</b> Corelli	Guild
Charles Dale	Guild
Robert <b>Dollin</b>	Guild
Donald Davis	Guild
Morris Duff	Guild
Albert <b>Edge</b>	Guild
Peter Gibson	Guild
Donald Goudy	Guild
Margaret Hawkins	Guild
James Heath	Guild
Pylliis Hindle	Guild
<b>John Homan</b>	<b>Guild</b>
James Hunt	Guild
Alice Johnson	Guild
Slavko Kranjac	Guild
Isoble Lymbery	Guild
Ernest Lemieux	Guild
Len Leslie	Guild
Aileen Martin	Guild
Thomas McCarthy (Dec. paid to spouse)	Guild
Lawrence Millman	Guild
Jeanette Moore	Guild
Helen O'Brien	Guild
Wilhilmina O'Connell	Guild
<b>James O'Donnell</b>	Guild
Ronald Oliver	Guild
Edwin Parliament	Guild
Catherine <b>Phillips</b>	Guild
<b>Anna Powell</b>	Guild
Gerald Pringle	Guild
Jack Reid	Guild
Thomas Roache	Guild
Margaret Ross	Guild
Rose Ross	Guild
Carlton Sandlos	Guild
Gordon Thompson	Guild
<b>Louis</b> Vetore	Guild
Kenneth Wallbank	Guild
Norma Wiancko	Guild
Alex Zelmenis	Guild



AGREEMENT

BETWEEN

**TORONTO STAR NEWSPAPERS LIMITED**  
(hereinafter call the "Company" or the "Employer")

**and**

**CEP LOCAL 87-M SOUTHERN ONTARIO NEWSPAPER GUILD**  
(hereinafter called the "Union" or the "Guild")

WHEREAS the Guild filed grievances dated March 9, April 20 and July 14, 1994, claiming premium pay for work performed on Sundays on the Free Weekend Star, and

WHEREAS the parties wish to resolve these grievances in accordance with the provisions set out below.

**THEREFORE** the parties agree as follows:

1. The Guild agrees to withdraw the grievances dated March 9, April 20 and July 14, 1994.
2. District Representatives and Designated Assistant District Representatives who were required to work on the Free Weekend Star exclusively on any Sundays between February 13, 1994 and February 26, 1995, inclusive, will be entitled to claim and be paid for a maximum of seven (7) hours for each Sunday, to a maximum of four (4) Sundays, at the rate double the employees regular straight time rate of pay.
3. Zone Assistants who were required to work on the Free Weekend Star exclusively on any Sundays between February 13, 1994 and February 26, 1995, inclusive, will be entitled to claim and be paid for any hours worked on any of these Sundays at the rate of double the employee's regular straight time rate of pay.
4. If a dispute arises from any claim under Sections 2 and 3 above as to whether an employee is entitled to such premium pay, the matter will be referred to the Circulation Director and the Star Unit Chairperson for a final resolution.
5. Employees entitled to the premium pay based on the foregoing shall be paid the difference between the straight time pay already received and the premium pay as described above.

6. **Any** work performed on the Free Weekend Star on **any** Sundays following February 26, 1995 will be paid ~~for~~ in accordance with the provisions of the Collective Agreement dated January 1, 1995 to December 31, 1997.
7. This agreement is made on a without prejudice basis to either party.

DATED THIS 13<sup>th</sup> DAY OF Apr 1, 1995.

CEP, LOCAL 87-M  
SOUTHERN ONTARIO  
NEWSPAPER GUILD

J. Budrecky  
A. Petro

TORONTO STAR  
NEWSPAPERS LIMITED

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