

AGREEMENT

Between

THE TORONTO STAR NEWSPAPERS LTD.

and

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

SOUTHERN ONTARIO NEWSMEDIA GUILD

Effective

January 1, 2005 to December 31, 2007

01449 (08)

TABLE OF CONTENTS

	PAGE
PREAMBLE	1
ARTICLE 1	<i>Exclusions</i> 1-3
ARTICLE 2	<i>Jurisdiction & Relationship</i> 3-4
ARTICLE 3	<i>Union Membership and Dues Check-off</i> 4-5
ARTICLE 4	<i>Information</i> 5-6
ARTICLE 5	<i>Representation & Meetings</i> 6-8
ARTICLE 6	<i>Probation Period, Discipline & Discharge</i> 8-11
ARTICLE 7	<i>Hours of Work & Overtime</i> 11-16
ARTICLE 8	<i>Hiring, Promotion & Transfer</i> 16-22
ARTICLE 9	<i>General Wage Provisions & Salaries</i> 22-23
ARTICLE 10	<i>Leaves of Absence</i> 23-26
ARTICLE 11	<i>Recognized Holidays</i> 26-28
ARTICLE 12	<i>Vacations</i> 28-30
ARTICLE 13	<i>Short & Long Term Disability</i> 30-35
ARTICLE 14	<i>Benefit Plans</i> 35-38
ARTICLE 15	<i>Retirement</i> 38-40
ARTICLE 16	<i>Seniority & Service</i> 40-42
ARTICLE 17	<i>Layoffs</i> 42-48
ARTICLE 18	<i>Technological Change</i> 48-51
ARTICLE 19	<i>Severance Pay</i> 51-52
ARTICLE 20	<i>Expenses</i> 52-54
ARTICLE 21	<i>Health & Safety</i> 54-57
ARTICLE 22	<i>Editorial Issues</i> 58-60
ARTICLE 23	<i>Miscellaneous</i> 60
ARTICLE 24	<i>Part-Time Employees</i> 60-66
ARTICLE 25	<i>Temporary Employees</i> 66-68
ARTICLE 26	<i>Grievance Procedures</i> 68-70
ARTICLE 27	<i>Duration & Renewal</i> 70-71
<u>MAIN AGREEMENT</u>	INDEX 73-75
<u>SUPPLEMENTAL LETTERS</u>	
SUPPLEMENTARY AGREEMENT: TORSTAR.COM	183-221

PREAMBLE

This Agreement is made as of January 1, 2005 between Toronto Star Newspapers Limited, hereinafter known as the Employer, and CEP Local 87-M, Southern Ontario Newsmedia Guild, hereinafter known as the Union, for itself and on behalf of all employees and employees of Torstar.com covered under the Supplemental agreement to this main Collective Agreement, a division of Toronto Star Newspapers Limited, 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, 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 Creative Communications Department, in the Public Relations and Promotion Department, in the Newspaper Layout Department, in the Audiotex Department and as set out in Article 1.1 of the Supplemental Agreement.

ARTICLE 1 - EXCLUSIONS

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

(101) Temporary employees (as defined in (2501)), except as provided in (2501) and (2505).

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

(103) Facilities Manager,

(104) Director of Circulation, Circulation Manager, Circulation Business Manager, Circulation Marketing Systems Analyst, Circulation Manager Home Delivery, Customer Services Manager, Traffic Analyst, Home Delivery Manager (2), Distribution & Traffic Manager, Single Copy Operations Manager, Single Copy Manager, Circulation Marketing Projects Manager, Circulation Marketing Manager, Single Copy Operations Manager, Zone Manager (2), Zone Manager – Provincial (3), Assistant Circulation Manager – Sales, Circulation Business Analyst (5), Senior Financial Analyst, Circulation Manager Sales, Field Services Manager, Subscriber Services Manager, Senior Circulation Business Analyst, Retail Sales & Promotions Manager, Sales Development Manager, Assistant Manager CIS (2), Circulation Business Solutions Manager.

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

(105-A) Data Processing Manager, Manager – Technical Support & Data Processing, Senior Operations Administrator (2), Intermediate Operations Administrator.

(106) Executive Managing Editor, Deputy Managing Editor, Editorial Page Editor Emeritus, Travel Services Manager, Assistant Managing Editor – Personnel & Training, Saturday Editor, Manager - Editorial Administration and Budget, Ombudsman, Assistant Managing Editor - Administration, Deputy City Editor (2), Assistant Managing Editor (3), Senior Editor (3), Senior Editor – Photography Production & Imaging, Millennium Project

Director, Foreign Editor, City Editor, Senior Editor - Technology, Editorial Page Editor, National Editor, Art Director, Senior Editor – Internet, Manager-Library & Research Services, Assistant Manager - Editorial Administration, Managing Editor, Sunday Editor, Assistant Managing Editor - Entertainment, Sports Editor, Life Editor, Business Editor, Photo Director 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 shall include, without limitation, such products as Star Week and City Magazine.

(107) Manager-Total Market Coverage, Assistant Distribution Manager, Distribution Manager, and Distribution Coordinator (8).

(108) Director of Advertising (2), Group Advertising Director (5), Service Manager, Divisional Controller - Advertising, Advertising Sales Manager (11), Group Service Manager, Assistant Service Manager (2), Assistant Service Manager – Corporate Systems, Assistant Manager - Voluntary Sales (3), Advertising Financial Administrator, Manager, Classified Marketing & Strategy, Marketing Development Specialists(2), Manager, Strategic Marketing & Planning, Assistant Manager, Classified Marketing & Strategy, Advertising Financial Administrator, Internet Sales Manager, Promotions & Creative Director, Integration/Promotions Manager (2), Marketing Analyst, Manager, Toronto Star Syndicate, Director of Integrated Marketing & Sales, Integrated Planning Manager.

(109) Professional personnel in the Medical Centre.

(110) Director of Communications & Operational Planning, Manager-Public Relations, Manager of Communications & Media Relations, Executive Director of Philanthropy

(111) Group Service Manager

(111A) Senior Editor - Electronic News and Information, Audiotex Administrative Assistant, Product Development Manager (1).

(112) One Administrative Assistant to each of the following: Editor, Assistant Managing Editor (2), Editorial Page Editor, Saturday Editor, Deputy Managing Editor, Assistant Managing Editor – Administration, City Editor, Ombudsman, Sunday Editor, Secretary/ Supervisor, Managing Editor, Director of Finance and Administration, Controller, Manager - Financial Planning, Director of Communications & Operational Planning, Manager of Public Relations, Manager of Communications & Media Relations, Advertising Manager, Deputy Advertising Director, Circulation Administration Manager, Circulation Manager – Provincial, Circulation Marketing Manager, Distribution Service Manager, Home Delivery Manager, Director of Advertising (2), Manager - Toronto Star Syndicate, Integration Assistant, Circulation Business Manager, Director of Circulation, Group Advertising Director (2), Advertising Financial Assistant Manager.

(112A) Assistant Manager-Central Imaging, Manager – Central Imaging, Assistant Manager Imaging, Assistant Manager Imaging: Quality and Projects.

(113) New Exclusions

It is understood that management retains the right to introduce and establish additional positions that are properly

excluded from the bargaining unit as provided by appropriate jurisprudence pursuant to the Labour Relations Act.

(114) Changes to Exclusions

The Company shall have the right to change any of the excluded position titles contained in this Agreement provided there is no substantive change in job content.

(115) The Company shall have the right to fill a vacancy under Clauses (101) to (112) provided that there has been no substantive change in job content since the position was last filled. If there is a substantive change in job content, the proposed exclusion of the position from the bargaining unit must comply with the jurisprudence cited in Clause (113).

With respect to vacancies under Clause (112), it is also understood that where a new managerial exclusion at the rank of Director/Managing Editor or higher is introduced, the Company is also entitled to fill an existing Administrative vacancy under Clause (112) and that position shall be deemed properly excluded. If no such vacancy exists, the Company may only exclude the additional Administrative position by complying with Clause (113).

(116) Where the parties have a dispute over the following matters:

- a) whether an additional position is properly excluded from the bargaining unit; or
- b) whether there is a substantive change in job content in an existing position excluded from the bargaining unit, associated with a change of position title change and the position no longer meets the

criteria for exclusion under the Labour Relations Act;

either party may submit the dispute to binding arbitration under Article 26 of the Collective Agreement or another agreed to method of dispute resolution.

ARTICLE 2- JURISDICTION & RELATIONSHIP

(201) 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.

(202) 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 Union 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 Union 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 Union 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 Union activities shall be subject to the provisions of Articles 22 and 23.

Contracting Out

(203) 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 the City of Toronto. In the operation of this principle any such change in status of any employee will not be made prior to consultation with the Union.

Bargaining Unit Work

(204) 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 at the date of tentative settlement provided the settlement is ratified. In addition, the Employer agrees to use its best efforts to notify the Union in the event that it assigns any work now done by employees within the bargaining unit to any employee outside the bargaining unit prior to making the assignment.

(205) When the Company introduces a new or revised job classification into the bargaining unit, it shall set the salary rate. Any dispute as to the classification or salary level may be referred to the grievance procedure.

Bulletin Boards

(206) The Employer agrees to provide bulletin boards for employees covered by this contract for the use of the Union as in the past in addition to Toronto Star satellite offices and depots. Such boards will be displayed in a prominent place.

ARTICLE 3- UNION MEMBERSHIP & DUES CHECK-OFF

Union Membership

(301) All employees in the bargaining unit who were members of the Union on January 1, 2005, or who join thereafter, shall as a condition of continued employment, be required to maintain their membership in good standing in the Union in accordance with its constitution and by-laws for the duration of the Agreement.

(302) All persons accepting employment in the bargaining unit on or after January 1, 2005, shall become Union members within twenty days from the date of commencing employment, and shall, as a condition of employment, remain Union members in good standing for the period of this Agreement.

(303) The Union 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 Newsmedia Guild.

Union Dues

(304) 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 Newsmedia Guild and calculated in accordance with the terms below) and to remit the total of such deductions by cheque to the Treasurer of the Union 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.

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 47(2) as amended.

(305) 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 Union 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.

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

The monthly remittance of dues to the Union, 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.

(306) In consideration of the Employer's agreement as stated above, the Union 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.

General Assessments

(307) In addition to the foregoing, the Employer agrees to deduct general assessments as required by CEP Local 87-M, Southern Ontario Newsmedia Guild and to remit the total of individual deductions by cheque to the Treasurer of the Union before the end of the month following the month in which the deductions are made. As with the remittance of regular union dues provided for in Clause (304), the Employer shall, when remitting assessments, give the names of the employees from whose pay deductions have been made.

ARTICLE 4 - INFORMATION

(401) The Employer shall furnish to the Union in writing:

(a) The Company will provide to the Unit Chair and the Local Representative from CEP Local 87-M, SONG (or CEP National Representative, if applicable) an annual disclosure of merit pay for each bargaining unit employee with the express understanding that this information will only be shared in confidence with the appropriate Chief

steward or alternative chief steward for their own department. The parties reserve their respective rights with respect to the bargaining implications of this material.

(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 (401)(b), with effective dates.

(d) When a leave of absence under the terms of Article 11 is granted, the Union will be informed in writing.

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

(402) 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 Union

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

ARTICLE 5- REPRESENTATION & MEETINGS

Unit Chairperson & Stewards

(501) The Unit Chairperson or, in his or her place, the Local Representative of the Union, 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 shall not exceed seventy-five (75) except with the consent of the Employer.

(502) When a Steward leaves the premises of the Employer, the Union 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 Labour Relations (or his or her designate).

(503) 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 26.

(504) 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 26.

Union Executive

(505) 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 Newsmedia 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.

Labour – Management Meetings

(506) The Employer and the Union 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 Labour Relations (or his or her designate) and any other representative of the Employer designated by him or her, and up to three (3) employee representatives of the bargaining unit. The Local President and the Local Representative of the Union 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 26.

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

of time specified in the Ontario Labour Relations Act, or as may be specified in Article 27, 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 employees are required to attend meetings under the provisions of (a), (b) or (c) of this clause, there shall be no reduction in regular straight time pay. This includes meetings called by an appointed conciliation or mediation officer.

Union Activities

(507) CEP Local 87-M, Southern Ontario Newsmedia Guild, agrees that senior executives of the Union, as designated by the Union, 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.

(508) There shall be a Labour-Management Committee in each department which shall meet no less than every two months to discuss and resolve workplace issues that are not related to

grievances or collective bargaining. There shall be up to three (3) members on the committee from each of the Union and the Company. The co-chairs of each committee will be the Department Head and the Union Chief Steward. Meetings shall be scheduled during working hours and no employee shall lose regular pay for attending. For the purpose of this clause, "each department" shall be Editorial, Advertising, Finance and Administration and Circulation.

(509) Without the written consent of the Employer or his or her designate, the Union shall not hold Union elections on Company premises nor promote Union activities of any kind on company time, other than the collection of monthly dues.

(510) The Company recognizes the rights of Union stewards and officers under the Ontario Labour Relations Act to discharge their duties. It is to be recognized that such Union activities must not undermine or inhibit the Company's legitimate interests.

ARTICLE 6- PROBATION PERIOD, DISCIPLINE & DISCHARGE

Probationary Period

(601) 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 (701)). 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(B), 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 (701)). The probationary period for employees in Editorial Group 3 and above may be extended for an additional 33 normal shifts (as defined in Clause (701)) 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.

(602) 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 Union.

Probationary Employees

(603) 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 the Labour Relations Act.

(604) 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 Union or otherwise.

Discipline & Discharge

(605) No employee, other than an employee who, at the time of discharge, has not completed the appropriate probationary period specified in Clause (601), 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.

(606) When dealing with an employee's conduct that could result in discipline, suspension or discharge, the Employer shall advise any such potentially affected employee of his or her right to Union representation. In doing so, the employer agrees to comply with any such employee request, including making all reasonable efforts to secure Union representation prior to commencing the interview.

(607) An employee will be tendered a copy of any warning, reprimand, suspension or other disciplinary action entered on his or her personnel record within seven (7) calendar days of the action taken.

Sunset Clause

(608) It is agreed that written letters of warning and reprimand shall be removed or deemed to be removed from an employee's personnel file 24 months from the date of issue. Records of suspension(s) shall be removed or deemed to be removed 30 months from the date of issue.

In the application of the above language, the time limit provisions will not apply should further discipline be imposed within the above-referred time periods. For added clarity, the disciplinary file will remain fully active in this instance for all progressive discipline purposes.

The foregoing will have no effect on the Employer's right to rely on past conduct beyond these time limits to establish that the employee knew or ought to have known the Company's disciplinary rules. The Employer agrees not to use such reliance for the purpose of progressing disciplinary sanction(s) beyond what the specific conduct would warrant without consideration of the previous offence.

(609) Following a disciplinary interview(s), and where the Employer now intends to discipline, suspend or discharge the employee, the Company will ensure the employee and the Union are provided with written notice of such final action, including the general reasons for the disciplinary action. Where a final decision has not been concluded following the interview, the Employer shall render its final decision in writing within seven (7) calendar days of the interview and will include with such decisions the general reason(s). While the Employer understands the need for the timely

administration of such disciplinary action, should a time extension become necessary the parties agree to not unreasonably withhold such a request. The Employer agrees to provide the aforementioned decision to the union at the same time as the employee.

Nothing in this agreement shall prohibit the Employer from removing an employee from the workplace during the course of such investigation and/or contemplation of suspension or discharge action described above.

Temporary Employees

(610) No notice is required for temporary employees involving termination with cause nor when the duration of the agreed-upon employment contract has expired.

An employment contract may be extended for temporary employees for a specified term and in that case, no notice would be required so long as the Employer did not unilaterally alter the expiry date of the extended term.

For added clarity, the just cause standard expressed under Clause (605) will not apply to temporary employees but termination for cause shall be subject to Clause (603).

In the event the Employer ends the employment of a temporary employee for reasons other than cause and earlier than the term of the agreed-upon contract contemplated, then termination notice would apply as follows:

- Continuous service of more than 3 months but less than 12 months – 1 week notice or pay in lieu.

- Continuous service of more than 12 months but less than 24 months – 2 weeks notice or pay in lieu.
- More than 24 consecutive months – 3 weeks notice or pay in lieu.

No Discrimination

(611) The Company agrees to comply with the Ontario Human Rights Code in all respects. The Company also agrees that there will be no harassment of any employee for any reason prohibited by the Code or for lawful union activity.

(612) 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.

(613) It is agreed that demotions are not transfers as defined in Clauses (808 - 810) of the Collective Agreement. It is further agreed that the validity of a demotion is subject to challenge under the terms of Article 27 of the Collective Agreement.

Personnel Files

(614) 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 Health Centre or files which are developed in connection with the grievance procedure.

Contingent upon Union agreement that personnel files and information contained therein are the property of the Employer, The 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.

(615) 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.

Information obtained by management from electronic monitoring of employees will not be used to discipline or give a negative performance appraisal to an employee unless the monitoring discloses culpable behaviour requiring disciplinary action or it shows the impugned job performance to be typical of ongoing performance and this deficiency has been previously brought to the attention of the employee by management.

ARTICLE 7 - HOURS OF WORK & OVERTIME

Hours of Work

(701) The normal working shifts for employees in the Advertising (except employees in the Commission

Salesperson classifications), Finance and Administration, Circulation, Editorial (except Sports and Entertainment writers), Public Relations and Promotion, Creative Communications, 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.

Scheduling

(702) 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.

(703) 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 (701)) 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 (709) (a) and paid at his/her regular straight-time hourly rate for work performed on his/her normal shift.

(704) 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 (701) for more than six (6) consecutive calendar days except with the consent of the Employer and the employee.

(705) 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.

Meal Periods

(706) All working shifts exclude an unpaid lunch period between 30 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.

Relief Periods

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

(708) It is agreed that the Employer may operate the business seven days per week.

Overtime

(709)

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, 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.

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.

D. If the Company requires an overtime shift (i.e. not pre- or post-shift overtime) to be performed, it will not require mandatory overtime from any employee unless the following requirements have been met:

- i. the Company first solicits volunteers from within the appropriate work group (e.g. the same classification, or within the same classification a person with the required job skills) on the basis of the past practice in the relevant department.
- ii. the Union agrees to assist the Company in soliciting a volunteer;
- iii. if a volunteer is not found, the Company can require mandatory overtime from the most junior employee; and
- iv. the Union and the Company will maintain a list, in each relevant work area, of employees who are exempt from mandatory overtime on the grounds of health, safety, or compelling personal circumstances.
- v. paragraph (iv) above shall also apply to pre- and post-shift overtime. The parties may agree through the Departmental Labour Management Committee to a list of employees who are exempt from mandatory overtime on the grounds of compelling personal circumstances. It is understood that the failure of the parties to make such an agreement may

be reviewed by Labour Relations at the request of either party, however the decision of the company is not grievable or subject to arbitral review.

- vi. the geographic scope of the relevant pool of employees for overtime shall be either One Yonge Street or each Toronto Star satellite office or each editorial bureau.

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

Sunday Pay

(711)

(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.

(712) 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.

Call-in

(713) Except as provided in Clause (708), 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.

Call Back

(714) 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.

Meal Allowance

(715) Whenever the finishing time of an employee working a day shift extends beyond 7 p.m. in Advertising, Newspaper Layout, Creative Communications, Public Relations and Promotion, Finance and Administration, Circulation, Editorial, and Audiotex, 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 \$10.25 paid or (b) no supper period given and the \$10.25 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 \$10.25 or (b) no meal period and the \$10.25 meal allowance shall be added to the overtime pay earned.

(716) Employees in the Commission Salesperson classifications shall have

hours of work and overtime entitlements as per the terms of Appendix D, and the provisions of this Article shall not apply.

Night Premium

(717) 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, and Newspaper Layout (except Cleaners), and before 7:00 a.m. or after 7:00 p.m. in 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.

(718)

(a) 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.

(b) It is agreed that Clause (717)(a) 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 Union on behalf of Mr. Alex Dorosh.

(719) 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.

ARTICLE 8- HIRING, PROMOTION and TRANSFER

Vacancy

(801) 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. A change in job title, where the job function and core duties remain the same, does not constitute a new position under this clause.

The Employer retains the right not to fill a vacancy.

(802) 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:

(a) The Employer shall post notice of the vacancy on the Human Resources Department's job vacancy boards and on the bulletin boards in all Departments and Toronto Star satellite offices and shall send a copy to the Union. 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 Human Resources Department and their departmental Managers. In all classifications except 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 Coordinator (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.

(b) The Star is not prepared to agree to any specific requirements with respect to the content of job postings. However, the Company will try to include on any postings, a general description of the duties, the current location of the vacant position and the current hours of work.

(c) 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.

(d) Notwithstanding other provisions of Article 8, 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

(e) 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 (804), he or she shall then be confirmed as a regular employee in that job.

(f) 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 Human Resources Department as to what steps they should take for the purpose of enhancing their qualifications for future job opportunities within the Company.

(g) During a trial period and at any time prior to confirmation pursuant to Clause (802)(e), 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.

(h) 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.

(i) An employee who seeks transfer to a specific Circulation office 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 Toronto Star satellite 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.

(803) 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 during or after the trial period 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 Clauses (1306) and (1308) of this Agreement.

(804) An employee who is promoted or transferred to a higher classification in accordance with Article 8 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 Union.

The Union 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.

(805)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.

Temporary Assignments

(806)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 (701).

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.

(807)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.

(808) Except as may be required by Articles 17 and 18 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.

(809) Employees working in classifications covering administrative 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 26. 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 (1901)(a).

(810) In the event of reorganization requiring transfers to other job classifications other than those referred to in Clause 809 above, the transferability of employees shall be a matter for discussion with the Union but should no agreement be reached, the matter may be referred to a Board of Arbitration as provided for in Article 26 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.

(811) 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 fifty-one and two-tenths (51.2) km 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. The Company's discretion to give the employee more than three months notice will be exercised fairly. 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 26.

Except as provided hereinafter, an employee in any other Department may be transferred to and from the City of 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 the City of Toronto. When the Employer finds that it must transfer an employee to or from the City of Toronto in order to effect the staff reduction 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 (1901)(b) as an alternative to acceptance of the transfer.

The Company's past practice of payment of transportation and reasonable moving expenses for employee relocated from one point to another outside of the City of Toronto shall be continued during the life of the Agreement.

(812) For Commission Salesperson Classifications, the application of this Article is modified in accordance with Appendix "D".

ARTICLE 9- GENERAL WAGE PROVISIONS & SALARIES

New Employees

(901) In the application of the schedule of salaries to new employees, set out in Appendix B, 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 Union and the Employer, such title and rating to date from date of employment. Every reasonable effort will be made by the Union to confirm the experience rating of new employees within 30 days after receipt of the listing provided in Article 4.

(902) Except as provided in Articles 8, 17 and 18, 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.

(903) 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.

(904) 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 experience rating in that classification which may precede his or her employment date in that classification.

Reporter – Photographers

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

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 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.

Salaries

(906) The weekly salaries as set out in Appendix "B" shall be in effect during the period of this Agreement, except for those employees in the Advertising Department on the Performance Based Incentive Plan, who shall be paid wages and entitled to benefits in accordance with Appendix C and except that for those employees in the Commission Salesperson classifications whose terms of compensation and benefits shall be in accordance with Appendix D. A weekly salary shall be defined as the minimum rate of pay for a normal workweek as defined in Clause (701).

The following general increases shall apply to all employees shown in Appendix B of the Collective Agreement dated January 1, 2005 to December 31, 2007 as at December 31, 2004:

On January 1, 2005 the wage rate shall be increased by 2.5%.

On January 1, 2006 the wage rate shall be increased by 2.5%.

On January 1, 2007 the wage rate shall be increased by the annual average percentage change in Toronto CPI (as released by Statistics Canada) but the minimum increase shall be no less than 1.5% and the maximum shall be no more than 3%.

In addition to the above wage rate increases eligible employees will participate in the "Profit Sharing Plan for Unionized Employees of The Toronto Star" ("The Plan"). The Plan, attached as Appendix "A", shall remain in effect for the duration of the collective agreement.

ARTICLE 10- LEAVES OF ABSENCE

General

(1001) 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.

(1002) 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.

(1003) All requests for leaves of absence shall be in writing from the employee to the Department Head. All leaves of absence covered by this Contract are without pay unless otherwise specified in this Agreement.

(1004) In leaves of absence exceeding three months, other than pregnancy or parental leaves taken in

accordance with Clause (1005) 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 notice the position need not be held open.

Pregnancy and Parental Leave

(1005) Employees shall be entitled to pregnancy and parental leave in accordance with the Employment Standards Act, R.S.O. 2000 and Company policy.

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 the Employment Insurance benefits or at the end of such leave or fifty two (52) weeks following the commencement of such leave, at the discretion of such Employee, a lump sum amount equal to two (2) weeks' Employment Insurance benefit.

Any leave beyond 52 weeks will be treated in accordance with Article 1002 and is at the discretion of management.

In addition to the benefit above, paternity leave of one (1) day with pay shall be granted upon request to a regular Employee; such leave may be taken on any day within seven (7) calendar days of the date of birth or adoption.

The Employer will provide a supplemental employment benefit (SUB plan) pursuant to and upon receipt of appropriate regulatory approval. The SUB plan will pay to an employee granted a leave under this article, who has applied and qualified for pregnancy benefits under the Employment Insurance Act, an amount equal to thirty-five percent (35%) of the

difference between the employee's regular weekly salary and the employment insurance benefits paid to the employee for the employee's fifteen (15) weeks of paid pregnancy employment insurance benefits. An employee who terminates employment prior to or within eight (8) weeks after her return to employment shall reimburse the Employer for the SUB benefits paid by the Employer to the Employee.

Bereavement Leave

(1006) In the event of the death of a spouse, common law spouse (including same sex partner), children or step-children, parent, parents-in-law, step-parent, legal guardian, brother or sister, brother in law, sister in law, grandparent, or grandchildren, an employee shall be eligible at his or her option for one (1) to a maximum of five (5) consecutive calendar days off with pay for bereavement leave for any regularly scheduled days not worked during the five calendar days immediately following the day of death.

Nothing described in the above, precludes the Company from granting additional time off, with or without pay, for compassionate reasons.

Jury or Witness Duty

(1007) 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 upon production of jury notice of subpoena, if requested, 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 (2301) 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.

Deferred Compensation Leave

(1008) 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.

Union Leaves

(1009) In any calendar year, the maximum number of employees who may go on leave of absence under this Clause (1009) 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.

(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 paragraph (a) above 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. When an employee returns from such union leave, as described above, the Employer agrees to make its best efforts to return such employee to the assignment held prior to the leave. Should this not occur, the employee will be returned to the same classification to which he or she left.

For an employee in the Advertising Salesperson, Commercial Telephone Salesperson, Commission Salesperson (Outside Sales) or Commission Salespersons (Inside Sales) classifications immediately prior to a union leave as set out in this clause, the employee shall return to the same compensation model (which may be 100% base salary, the PBIP or a commission model) the employee was on immediately prior to the leave.

(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.

Military Leave

(1010) (a) If an employee enters military service of the Canadian government during a state of war or under compulsory military service, the terms of military leave, last published in the collective agreement between the parties expiring December 31, 2004, shall apply. These terms shall also apply to employees hired as replacements.

(b) 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 (1001) of this Agreement.

Political Leave

(1011) (a) 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.

(b) 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.

(c) All employees in other Departments, together with those in Group 3A excepted as noted in paragraph (a) above 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.

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.

(1102) 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. The birthday holiday provided for in Article 12 shall not apply to temporary employees with less than six months service.

(1103) 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.

(1104) 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.

(1105) 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.

Religious Holidays

(1106) 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 who does not wish to exchange holidays may use paid time owing (e.g. vacation banked time, lieu days, etc.) or unpaid time in order to recognize holidays associated with the individual's personal religious beliefs.

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 (806) shall apply.

ARTICLE 12 - VACATIONS

(1201) For the purpose of vacations, a year of service shall be deemed to commence on the anniversary date of hire and to end on the date prior to the anniversary date 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.

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

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

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

(1202) 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.

(1203) 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 continuous service following the last vacation period ended December 31st; 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.

(1204) An employee, including a part-time employee, may elect to receive his or her earned vacation pay in advance of going on vacation provided that the employee has provided a minimum of two (2) weeks advance written notice on the prescribed form to the Payroll Department. Each employee will be limited to a maximum of two (2) vacation advances during a vacation year.

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.

(1205) One week of vacation means five working days.

(1206) 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.

(1207) 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.

(1208) The following provisions shall apply with respect to employees within the Bargaining Unit who have become entitled to Long Term Disability payments or will become entitled to same during the currency of this Collective Agreement:

(a) When an employee's absence due to sickness or disability extends beyond the initial six month Short Term Disability period as established by Clause (1306)

(a) he or she will, for the purposes of Article 12 of this Collective Agreement, 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.

(b) Any vacation credits outstanding at the end of the initial six month period of absence due to sickness or disability will be paid out to the employee at the end of the Short Term Disability period.

(c) 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 13 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 12 of the Collective Agreement or any successor thereof.

(d) Except as provided for herein, the provisions of the Collective Agreement with respect to Vacations (Article 12) and Sick Leave (Article 13) shall be applied in accordance with their terms and any employee on Short Term Disability pursuant to Clause (1306) 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.

(1209) Notwithstanding this Article, employees in the Commission Salesperson Classifications shall have vacation entitlement as modified by the terms of Appendix "D".

ARTICLE 13- SHORT & LONG TERM DISABILITY

(1301) 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 his/her delegate) 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. Such notification should be made no later than one (1) hour prior 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.

(1302) 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 (1301) 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 daily, but call-in direction shall be at the discretion of Management.

(1303) 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 his/her delegate) 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. If the employee does not comply with the foregoing procedure and reports to work but there is no work assignment, he or she shall be sent home without pay. It will be the Employer's responsibility to advise the employee whether there is work available, when the employee provides satisfactory medical documentation of his or her fitness to return to work, provided the Employer has given notice to the employee that the documentation will be required.

(1304) 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.

(1305) 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.

(1306) Sick Pay

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

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.

(1307) 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.

(1308)

(a) After the first 6 months of a disability absence and so long as total and permanent disability can be demonstrated, the employee 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 9 plus merit pay plus any night differential which he or she will be entitled to according to Clause (717)(a) 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, as determined by the Insurer.

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.

(b) 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.

(c) Benefits under the Plan may be reduced by any amounts paid under Workplace Safety and Insurance Board legislation.

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

(e) 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) 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 13 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.

(f) 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, as determined by the Insurer.

(g) Following the period of disability as defined in Clause (1308)(f) an employee who is capable of performing the duties of his or 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.

(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) 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.

(k) 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 Union. In this event, The Star will continue the benefits being paid under the Plan, for the duration of the current Agreement.

(l) 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.

(m) If the company changes insurance carriers with respect to the Plan, and an employee who continues to be covered under the Plan by the former carrier is deemed by the carrier at a subsequent date to no longer be covered, the company shall make its own assessment of the employee's medical fitness and work disability. If the company determines that the employee should remain covered under the Plan, the company will pay benefits under the Plan directly to the employee until such time that the employee is no longer disabled.

(1309) 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:

- Immediately following an accident which has occurred on the job.
- 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.

- 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.
- 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 Union 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 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.

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 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.

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 26. 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 (1308)(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 Union, 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.

(1310) The Union agrees to take whatever steps may be possible in ensuring that the benefits relating to sickness as outlined in Article 13 are not subject to abuse.

(1311) Notwithstanding the terms of this Article, employees on the Performance Based Incentive Plan will be entitled to benefits in accordance with the terms of Appendix C and all employees in the Commission Salesperson classifications will be entitled to benefits in accordance with the terms of Appendix "D".

ARTICLE 14- BENEFIT PLANS

(1401) 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 Sun Life Plan for Extended Health Care, such Plan to be revised so as to eliminate deductibles at no additional cost to the employee.

Effective January 1, 2006, all full-time employees will have an after tax

deduction of \$4.00 per week deducted from their pay for an Extended Health Care Premium. Part-time employees will also have the weekly Extended Health Care Premium deducted from their after tax pay on a prorated basis based on hours paid.

(1402) The Employer will pay the premium cost insurance 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.

(1403) 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.

(1404) Effective August 1st, 1997, Sun Life, Policy No. 25206 (the "Plan") will replace existing dental insurance programs. Subject to the following and the Employer's unilateral right to change carriers, dental services shall be as provided in the Plan and the regulations of the Plan shall govern in all respects including eligibility, enrollment, dependents and exceptions:

- 1) all regular 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;
- 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:

- 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;
- 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; and
- iv. an orthodontic benefit of 50% co-insurance with the Company to a lifetime maximum of \$1,500 per dependent, under 19 years of age.

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 (2402).

(1405) Subject to the terms of the insurance company's plan the Employer will provide a basic Sun Life Vision Care Program at a benefit level of \$200.00 towards the purchase of prescription eye glasses or contact lenses once every 24 months, with the plan assuming the cost up to \$200.00 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 \$200.00. Part-time employees shall be permitted to participate in this benefit on a proportionate basis.

(1406) Holding in common the principle that comprehensive health care for all persons is a desirable objective, the Company and the Union mutually undertake to review and share information regarding existing health programs, including group health and welfare plans and attendance management practices, covering bargaining unit employees. The parties agree to convene a meeting annually, or more or less frequently if mutually agreed, with the participation of all the Company's Union bargaining agents.

(1407) 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, who have been co-habiting for twelve months or more previous to claiming the benefit that results.

(1408) Notwithstanding the terms of this Article, employees on the Performance Based Incentive Plan will be entitled to benefits in accordance with the terms of Appendix C and all employees in the Commission Salesperson classifications will be entitled to benefits in accordance with the terms of Appendix "D".

ARTICLE 15- RETIREMENT

(1501) The Toronto Star Pension Plan, as integrated with Canada Pension Plan, shall apply to employees covered who are entitled to participate in the Toronto Star Pension Plan pursuant to the 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.

(1502) 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 Newsmedia Guild shall have the right to appoint an employee of the Employer who is a member of the Union, 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 Union-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.

(1503) With the exception of employees in the Commission Salesperson classifications, all 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. The rights of employees in the Commission Salesperson classifications to participate in the Toronto Star Pension Plan are set out in Appendix D.

(1504) Toronto Star Pension Plan

(a) The base year will be updated as follows:

From January 1, 2001 to January 1, 2004, effective January 1, 2007.

Power to Amend The Plan

(b)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, 2005 to December 31, 2007) 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.

(c) 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 Collective Agreement (January 1, 1992 to December 31, 1994).

(d) Star Contribution Guarantees

The Star will make an absolute undertaking that it will not withdraw any surplus from the Pension Plan.

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).

(e) 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.

It is also agreed, that where a request is made by a Union to the Director of Labour Relations, permission may be given to allow a substitute Union Officer to attend the meeting in place of an employee Union Representative, while maintaining equal representation from Management and Unions.

(f) Plan Maintenance

The Pension Plan will be maintained during the life of the Collective Agreement between the parties dated January 1, 2005 to December 31, 2007 and will not be changed except as provided in paragraph (b) above, as it affects members of the various bargaining units without the agreement of the Union representing affected members.

Postponed Retirement or Post Retirement Employment

(1505) 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 request in writing for postponed retirement or re-employment.

This Clause 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.

ARTICLE 16 - SENIORITY & SERVICE

(1601) Seniority means length of continuous service. Continuity of service shall be considered broken as set out in Clause (1605). 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 Article (1701); 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 (1308)(f); or

- (vi) when the employment relationship between the employee and Employer has been frustrated due to a long term sickness or disability.

If a reason for the absence referred to in Clause (1601) (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.

(1602) 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.

(1603) In the event of a disagreement regarding the seniority status of an employee the matter may be referred by the Union to the grievance procedure as set out in Article 26 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 the above provisions do not result in identifying the more senior employee, the employee who had the greatest amount of temporary service contiguous to commencing as a permanent employee shall be senior.
- d. In the event that neither a, b, or c results in identifying the more senior employee, seniority shall be determined by the flip of a coin.

Seniority Lists

(1604) 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 (1702) 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 Union 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.

Seniority and Leaves of Absence

(1605) 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 (1004) 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.

(1606) While an employee is on an authorized and compensable disability Leave of Absence, seniority in the bargaining unit will continue to accrue.

(1607) 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.

(1608)(a) An employee who transfers into the bargaining unit without any prior service with the Company in the bargaining unit, and who may have previous service and/or

seniority with the Company in another bargaining unit or the Management Salary Plan (MSP), shall start to accrue seniority for the purposes of the Collective Agreement from the date of entry into the bargaining unit.

(b) An employee who is in the bargaining unit but who then transfers to MSP or a position in another bargaining unit for some period of time shall on his/her return to the bargaining unit have his/her seniority bridged, meaning that he/she would be given credit for seniority previously accrued in the bargaining unit, but not credit for service to the Company while outside the bargaining unit.

ARTICLE 17- LAYOFFS

(1701)

(a) The Employer and the Union 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:

Notice

(b) The Employer shall notify the Union in writing, at least ninety (90) days

prior to the effective date of any proposed termination of:

- the job titles affected;
- number of employees to be terminated in each work classification group; and
- the reasons for the reduction in staff.

The employee or employees shall be terminated from each classification affected on the basis of reverse seniority.

- (c) In the administration of this article, the company and the union may agree to modify layoff procedures in order to address legitimate and unique operational requirements or employee interests provided that the spirit and intent of this article is maintained.

Voluntary Resignations

- (d) Within the ninety (90) day notice period mentioned above, the Employer shall accept voluntary resignations from other employees in the affected positions in the work classification groups who have not been named for termination instead of those named as specified in (b) above provided this is acceptable to the employee who has been named to be terminated. The employee accepted for voluntary resignation shall be paid the amount of severance pay provided by Clause (1901), sub-Section (b).

Where there are an excess number of volunteers for layoff within the affected classification, voluntary layoffs shall be designated on the basis of seniority.

Layoff of Part Time Employees

- (e) 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 laid off shall be those last employed regardless of the number of hours or shifts which such employees might have worked. Remaining layoffs, if any, shall be made in the inverse order of seniority in each work classification group.

Bumping

- (f) If an employee named to be laid off 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 a more junior employee, the named employee may elect within one week to bump into such work classification to displace the most junior employee while retaining his or her original seniority.
- (g) A part-time employee may not displace a full-time employee.
- (h) When a full time employee in Circulation elects and is eligible pursuant to the above to bump a part-time employee in Inside Circulation, he/she shall be entitled based on his/her seniority to the greatest number of base hours available in the classification into which he/she is bumping. The affected part-time employee(s) in that classification may then bump the next most junior employee with

the greatest number of base hours. Bumping in this fashion will be carried out in sequence. The intent of this article is to recreate an employee list that results in an award of base hours on a weekly basis based upon the current allocation of base hours. It is understood that bumping into a number of base hours is not a guarantee of those base hours beyond what is provided for in the Collective Agreement.

This paragraph shall also apply when a full time employee in Advertising is eligible to bump a part-time employee in classified sales.

- (i) An employee bumps into a lower classification in which he or she has worked, shall be paid the top minimum for that classification.
- (j) Upon transfer or bump into 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.

Rights of Displaced Employee

- (k) The person so displaced may exercise a similar right to transfer or bump, or he or she may elect to take severance pay equal to that provided by Clause (1901) (b).

Transfers to Available Vacancies

- (l) If there is a vacancy in a department or division identified in the preamble of the collective agreement, an employee affected by the layoff 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 layoff option exercised as provided herein by an employee in the same work group in the department or division such employee to be paid an amount of severance pay equal to that provided by Clause (1901) (b).

- (m) When an employee affected by the layoff elects to transfer, 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.

Waiver of Posting Provisions

- (n) During adjustments in staff in accordance with this Clause (1701), the provisions of Clause (802) shall be suspended.

Recall

- (o) Rights of recall to reinstatement in employment apply to an employee who bumps into a different classification, who bumps from full time into part-time employment, a displaced employee and/or an employee who is involuntarily laid off.
- (p) Notwithstanding any of the provisions of this Section or Clause (802), employees who have elected to bump or are displaced and chose to transfer pursuant to subparagraphs (f), (h), and (l) shall be given the first opportunity on the basis of seniority to accept recall to a vacancy (on a full-time or part-time basis) which is to be filled in the classification from which he or she bumped or displaced. Failing recall of such employees, the company shall recall employees on layoff from the affected classification on the basis of seniority.
- (q) Should the employer desire to fill a vacancy in a classification affected by layoff (on a full time or part time basis) that is in addition to the staff complement following decrease of staff by layoff, then (except for interim coverage) a person or persons from the affected classification shall be offered recall on the basis of seniority by a letter addressed to his or her last known address on the Employer's records (and a copy sent to the Union) before filling the vacancy in accordance with article 8. However, this privilege will not extend for a period longer than two (2) years from the date of layoff.
- (r) A person laid off with recall rights, 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.
- (s) A refusal to accept reinstatement to employment in a position the employee previously held and where such employee was laid off with recall rights, the employee shall be terminated and recall rights deemed exhausted.
- (t) A person who has been laid off and who accepts reinstatement to employment within a period not longer than two (2) years after such layoff shall be allowed to retain any seniority rights accumulated up until the time of such layoff.
- (u) No seniority rights nor any other benefits shall be accumulated by the person reinstated to employment during the interval between his or her layoff and his or her reinstatement to employment under this Clause.
- (v) 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 Clause, and at the applicable minimums for that classification plus whatever dollar differential above minimum he or she enjoyed when laid off.

Advertising Staff Employed as of date of 1985-1986 Agreement

(w) 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 layoff pay shall be paid at the appropriate current Collective Agreement rates of pay.

Rights of Incumbents in Senior Classifications

(x) In the application of the provisions of Article 17, 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.

(y) The determination of the seniority of an employee under this article is as identified in Article 16.

(z) Rights of Incumbents in Classifications of Advertising Salespersons, Commercial Telephone Salespersons

In the application of the provisions of Article 17, regular full time and part time employees holding positions in the classifications of Advertising Salespersons or Commercial Telephone Salespersons immediately prior to the ratification date of the renewal Collective Agreement (commencing January 1, 2005) shall be considered to be in the Advertising Department and in the Commission Salesperson Department. A list of the employees to whom this clause applies is in Appendix D.

In the application of the provisions of Article 17, regular full time and part-time employees in the classifications of Commission

Salespersons – Inside and Commission Salesperson – Outside (Commission Salesperson Department) shall be considered to be in the Advertising Department but at a lower classification than that of Commercial Telephone Salesperson and Advertising Salesperson.

(1702) For purposes of this Article, the following will constitute Departments: Finance and Administration; Circulation; Advertising; Commission Salesperson Department; Newspaper Layout; Editorial including Toronto Star Syndicate; Wire Photo Service and Star Library; Creative Communications including Public Relations and Promotion; Audiotex.

(1703) 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 Union 90 days notice in writing;
- b) sit down with Union representatives within the 90 day notice period to discuss its decision and to consider any alternatives which the Union 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 (1804) (2) (i), (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 (1701) (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l) and (m).

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.

ARTICLE 18 - TECHNOLOGICAL CHANGE

Definition

(1801) "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.

(1802) The operation of electronic input devices in departments represented by the Union, such as, but not limited to, cathode ray tubes, video display or makeup terminals, or significantly modified 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 Union.

Notice

(1803)

(a) The Employer will give the Union 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.

(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 Union.

(c) If the Union 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 Arbitration as set out in Article 26.

(d) 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 Union within thirty (30) days of such re-determination.

(1804) Upon the introduction of technological change as defined in Clause (1801), 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 (804).

If, after a reasonable period of time as defined in (1803)(d) 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 (1701) (f), (h), (k), (l), (m); or

(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 (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 (1901) (a) .

Where an employee with more than five (5) years of continuous service, having exhausted the procedures contained in (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 (i) and/or (ii) above shall be subject to termination with dismissal pay as set out in Clause (1901) (b).

(1805) 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 (802). 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 (1901)(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 (1901)(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 would 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 (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 (1901)(b).

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 (1701)(f) 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.

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 (1901)(b).

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 (1901)(a) upon the Employer giving 30 days notice in writing to the employee and the Union.

(1806) 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 Union upon request.

(1807) The Employer agrees to advise the Union in advance of any proposed introduction of a technological change in any department represented by the Union, irrespective of whether or not such technology falls under the terms of Clause (1803)(a).

ARTICLE 19- SEVERANCE PAY

(1901)

(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 (1701)(b) and employees who resign pursuant to

(1701)(d) 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 (1701)(d) 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 (1802) 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.

(1902) 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 Union in good standing, or when his or her employment has been terminated for any one of the reasons as set out in Clause (1601) (ii), (iii), (iv), (v) or (vi).

(1903) Any lump sum payment made under this Article may be deferred up to twenty-four (24) calendar months at the employee's request.

(1904) 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 (1701) (o) to (v).

ARTICLE 20 - EXPENSES

(2001) 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.

Vehicle Expenses

(2002) 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 37.3 cents per kilometer for the first 5,000 kilometers driven and 31.3 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 as supplied by Statistics Canada, but in no case shall the rate paid per kilometer drop below 37.3 cents for the first 5,000 kilometers driven or below 31.3 cents for all subsequent kilometers driven. Should the information source for gasoline pricing used by the Company change during the term of this agreement, the Company will notify the Union of such change.

The above levels of compensation are intended to cover reimbursement for kilometrage 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 kilometrage claimed and the Employer has the right to satisfy itself that such kilometrage figures are accurate.

(2003) 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.

(2004) When an employee is authorized and required as a condition of

employment to provide a car for the Employer's business, a kilometrage 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.

(2005) 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:

The employee may elect to operate his or her own vehicle and be reimbursed in accordance with Clause (2002),

or

A vehicle may be provided to eligible Advertising salespersons. This vehicle may be selected by the Advertising salesperson, but must be, in the opinion TSNL and the leasing company, suitable for the requirements of the job, and shall be based on a base cost of \$18,000. The

employee may request, at his/her own possible extra expense, to exceed this base cost to a maximum value of 25% of its base cost, excluding G.S.T. and P.S.T.

The base cost will be reviewed annually and adjusted in accordance with the adjustments made to the capital costs in the schedules of the TSNL vehicle policy. The annual capital cost increase will be at the discretion of the publisher or his or her designate, however the cost increase shall not be less than 1% per calendar year.

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 Union from time to time.

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

(2006) 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 license to drive before the employee is dismissed for cause or removed from payroll by reason of suspension of the license under The Highway Traffic Act for failure to pay penalties, payment of which will bring about reinstatement of the license.

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.

(2007) 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.

Submitting Expenses

(2008) Expenses claims must be filed within two (2) weeks of the completion of the assignment during which they were incurred, unless unavoidably delayed.

ARTICLE 21- HEALTH & SAFETY

(2101) The Employer, Union and employees recognize that they share the responsibility of ensuring that the

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

(2102) The Employer and CEP Local 87-M, Southern Ontario Newsmedia 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.

(2103) There shall be no imposition of duties constituting a severe hardship or severe risk of personal injury upon any employee.

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.

Joint Health and Safety Committee

(2104) A Southern Ontario Newsmedia Guild/ Employer Health & Safety Committee shall be maintained consisting of equal representation of Bargaining Unit employees and representatives of the Employer. The number of official Health & 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 Health & Safety Committee referred to herein shall be the official Health & Safety Committee with regard to all matters of safety with respect to areas falling within the Southern Ontario Newsmedia 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 Newsmedia Guild as follows:

Circulation Department	1
Advertising	1
Editorial	1
Finance & Administration	1
Other	1

Designated back-ups shall also be appointed by CEP Local 87-M, Southern Ontario Newsmedia 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 Newsmedia 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 Health & Safety Committee described herein. The Health & Safety Committee shall meet not less than once every two (2) months. Minutes of Health & Safety Committee meetings shall be maintained and distributed to each Committee member. The agenda for a Health & Safety Committee meeting shall be distributed to all Health & 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.

(2105) Both parties agree to maintain a joint Star Management/CEP Local 87-M, Southern Ontario Newsmedia 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 The Employer who are represented by CEP Local 87-M, Southern Ontario Newsmedia Guild.

The Union 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.

Video Display Terminal

(2106) 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 Union 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.

If no alternative position is available, the employee may apply for leave of absence without pay until she returns from pregnancy or parental 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 (1005) at the commencement of this leave of absence or to delay such Employer contributions until the commencement of normal pregnancy or parental 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 12 calendar months.

(2107) The Employer agrees to continue its video display terminal testing program which provides for testing every 2 years for extra low frequency and very low frequency magnetic fields. Testing parameters are work areas and personal work place envelopes. In addition, on request, noise levels will be tested against an appropriate standard.

The Employer agrees to maintain an on-going video display terminal cleaning program during the currency of the Collective Agreement.

Safety Equipment

(2108) 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 Newsmedia Guild.

Safety Footwear

(2109) 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

(2110) 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 the Company's onsite physiotherapy provider or through another service provider as agreed to by the Medical Consultant for The Toronto Star and/or the Occupational Health Nurses employed by The Toronto Star. Physiotherapists that are registered with the Ontario College of Physiotherapists must staff the Clinic of referral.

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). Missed appointments, without giving the Health Centre notice of cancellation will follow the prescribed cancellation policy in "The Toronto Star Physiotherapy"

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 prior to receiving treatment under this provision. The Employer's Health Centre prior to treatment commencing may require a recommendation from the employee's physician for treatment. In the event that the employee is to receive treatment, such treatment must be initiated and approved by the employer's Health Centre.

7. The employee will be required to sign a waiver releasing information on the assessment and progress of treatment to the Employer.

8. The Union 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.

ARTICLE 22 - EDITORIAL ISSUES

(2201) 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.

(2202) 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.

(2203) 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.

(2204) Every reasonable effort will be made to resolve matters under Clauses (2201), (2202) and (2203) 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.

(2205) 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.

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.

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.

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

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.

(2206) 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.

(2207) It is understood and agreed by the parties to this agreement that the management of the paper is solely the responsibility of the Company and any such decisions on editorial content remain solely with management.

That being said, it is also recognized and understood that:

- The contributions made to The Star by its editorial staff are valued by the Company and staff stories are given higher priority than freelance stories;
- The Company will continue to provide opportunity for staff to develop their careers;
- The purchase and use of freelance editorial content will be in accordance with the terms of this agreement and for the purposes of supplementing the contributions of editorial staff by adding diversity of voice, the expertise of marquee writers and to add the dimension of unique access or knowledge over and above what regular staff can provide.

Freelance Protocol:

1. In the CMA, the company has the right to accept material from freelancers that may otherwise be used by our competitors. The Star will not assign news stories or news photographs to freelancers in the CMA, nor accept news stories or photographs, except under extraordinary circumstances, including material generated by enterprise or exclusivity.
2. The company will also accept but not assign special interest columns or special interest features in addition to those stories generated by enterprise and exclusivity. It is agreed that the company will use features in a manner that does not constitute on-going regular coverage by freelancers. "Special interest" means first person and/or insider knowledge and/or a base of knowledge beyond the general. It is agreed that this provision does not affect the regular assigning of freelancers in effect at the date of ratification this collective agreement.
3. Enterprise/exclusivity is editorial material that the company could not reasonably or ethically replicate or material produced as a result of unique access or knowledge.
4. Special interest columns or features is editorial material designed to allow a variety of editorial voices into the newspaper, to permit the appearance of marquee writers to allow regular coverage of the kind of news or information that requires special knowledge or expertise.
5. The use of freelance material will be monitored by senior management to ensure that such use does not go

beyond the regular normal requirements necessary in special sections, entertainment, life and business. The amount of freelance in The Star will be itemized and reviewed on a monthly basis by senior editors at regular management/Union meetings.

6. It is agreed that normal regular coverage by freelance columnists is once a week, with the exception of the Op-Ed pages of The Star. The Company will discuss with the Union more frequent use of columnists should extraordinary circumstances deem it necessary.
7. The company may continue its practice of giving editorial assignments outside the CMA to staff, or to assign or accept freelance material at its discretion.

ARTICLE 23- MISCELLANEOUS

(2301) 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) That such activities do not constitute a conflict of interest with the employee's normal employment activities.

(2302) As required by the Labour Relations Act, there shall be no strike or lock-out so long as the Agreement continues to operate.

(2303) 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 Union.

(2304) 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 Toronto Star satellite offices and will supply all Circulation employees with a copy at regular intervals.

ARTICLE 24- PART TIME EMPLOYEES

(2401) A part-time employee is one who is hired to work regularly 80 per cent or less of the work week described in Article 7 but in no case shall any part-time shift be less than three (3) hours.

For the purpose of coverage under Clause (2501), 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 (709), 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 13.

(2402) A part-time employee is covered by all provisions of this Agreement, and shall receive proportionately all conditions of this Agreement.

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 13, 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 (2401) and (2501)(c), to the regular hours for the same class of work under this Agreement.

(2403) 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 7.

Call-In

(2404) 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 (701), 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 full hours of a normal workweek, as described in Clause (701), 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 (701), to be paid at overtime rates.

Sick Pay Benefits

(2405) The following records the agreement of the parties concerning the method of determining the basis upon which sick pay under Clauses (1306) & (1308)(a) is to be calculated for part-time employees:

Notwithstanding the provisions of (2401) and (2402), 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. 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.

(2406) 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. 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.

(2407) The parties recognize and agree that the provisions of this Article 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 Agreement, including any determination concerning an individual's status as a part-time or full-time employee.

(a) Base Hours

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.

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 the provisions of this article.

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 Union shall be provided with a document confirming these hours within ten (10) calendar days from date of hire.

(b) Part-Time Employees - Categories

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

"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 (701)) 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 Union 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.

Except as provided in Clauses (712) and (1104), any extra shifts worked by "A" list part-time employees shall be paid for at regular straight time rates of pay.

The notice requirements and the penalties provided by Clause (702) 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.

Notwithstanding the provisions of Article 7, 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 (709)) 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

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 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.

"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.

The notice provisions set out in Clause (702) 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

- (i) The base hours of a part-time employee shall not be adjusted for disciplinary reasons.
- (ii) If there is a downward adjustment of base hours, the Union and the employee shall be notified in writing immediately, and reasons for downward adjustment shall be given to the Union.
- (iii) 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.

(iv) 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.

(v) 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 (1901)(a) as an alternative to accepting his or her revised base hours.

(vi) 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) calendar 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.

(vii) 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 clause (2407)(e)(viii) shall in no way be interpreted as a limitation on any disciplinary rights accruing to the Employer by virtue of the provisions of this Collective Agreement.

(viii) 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 Employment 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.

(ix) 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 clause (2407)(e)(iv)A. above, the Employer shall be

required to give thirty (30) calendar days' notice.

- (x) 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 period May 15th to December 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

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

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

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 Articles 17 and/or 18.

(i) Extra Hours

(a) 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, (under the terms of Article 7) additional hours beyond the base hours and who does not work those hours due to sickness, shall be paid for such hours under the application of the Sick Leave provisions under Article 13 and Clause (2405).

(b) 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.

(c) 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 extra hours. An employee who is off on leave or on Short Term or Long Term Disability shall not be offered extra hours.

ARTICLE 25- TEMPORARY EMPLOYEES

(2501) 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 (2401); 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 (2401); or
- (c) To cover vacation absence for a maximum continuous 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 (2401); or
- (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 (2401).

The Union 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.

- (e) For the purpose of offering temporary positions to regular part-time employees as required in this Clause (2501), 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 Toronto Star satellite 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.
- (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 Clause (2501) (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.

- (g) The method of selecting part-time employees for coverage under this Clause shall be in accordance with Article 24, Section (i).
- (h) 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, Advertising, Newspaper Layout Department, Creative Communications and the Public Relations and Promotion Department.

Hours worked by a part-time employee who works additional hours for the purpose of covering vacations as provided for in Clause (2401) shall not be considered in any way to be part of the calculation of total hours worked by temporary employees covering vacation absences.

Coverage by the Collective Agreement

(2502) Article 1 notwithstanding, temporary employees shall be covered by all provisions of this Agreement except Articles 8, 10, 13, 15, 17, 18 and 19. The birthday holiday provided for in Article 11 shall not apply to temporary employees with less than 6 months service.

(2503) Temporary employees shall not establish seniority under this Agreement.

(2504) Employees hired to replace employees absent on extended periods 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.

Change of Employee Status

(2505) 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 (2501)(a), (b), (c), (d) or (f), unless such term of employment is extended by mutual consent.

Summer Vacation Replacements Wage Rates

(2506) Summer vacation replacements shall not be entitled to rates in excess of the starting rates provided in Appendix B.

(2507) The Union 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.

(2508) A temporary employee may apply for a vacancy within his/her department (as defined in Clause (1702) and shall be considered for that vacancy under the provisions of Article 8 provided:

- a) at the time of the application, the employee has been working for the company as a temporary employee in the bargaining unit for at least twenty-four (24) consecutive months;
- b) the temporary employee shall be considered for the vacancy without any credit for seniority as per the Collective Agreement; and
- c) if the employee is the successful candidate, the Company shall be allowed to effect the transition of the employee from his/her former position to his/her new position without unduly disrupting operations.

(2509) Temporary employees may be terminated in accordance with Clause 610.

**ARTICLE 26 - DISCIPLINE,
GRIEVANCE, DISPUTE RESOLUTION,
& THE ARBITRATION PROCESS**

(2601)

A. The parties agree that their interests are best served by the speedy resolution of issues in dispute. The common goal of the parties is to promote dispute resolution, mutual respect in the workplace, and good labour relations. To accomplish this, the Company, the Union and the employees will in every instance give prompt attention to disputes and

whenever possible, will endeavour to settle all differences at the level of management closest to the employee concerned prior to filing a grievance on the interpretation, application, or alleged violation or administration of the collective agreement.

- B. Both parties agree to make every reasonable effort to present grievances within 30 days following the circumstances which gave rise to the grievance, however, it is agreed by the parties that a grievance which is raised more than 90 calendar days following the circumstances which gave rise to the grievance shall be considered untimely and may be declared by either party as not grievable.
- C. Any dispute or disagreement, including any question as to whether a matter is arbitrable, that arises between the parties hereto shall first be raised by a union representative in the department to the management representative concerned.
- D. Grievances shall normally contain the following information:
 - The names of affected employees;
 - The time frame or date of the event giving rise to the grievance;
 - The nature of the grievance;
 - The remedy sought from the company;
 - Identification of the Article(s) allegedly violated;
 - Any other information.
- E. It is understood that the information above is important to the success of the grievance procedure and where possible should be included.

- F. First step – A first step meeting shall be scheduled within seven (7) days following the Union's submission of the grievance.
- G. When a grievance is presented by the Union, the Union representative shall meet with the departmental manager or his/her designate and attempt to resolve the grievance. At the discretion of the union, the grievor may or may not be in attendance at this meeting.
- H. The manager has seven (7) calendar days from this meeting in which to render a decision. The decision shall be in writing and shall provide the date of the decision and the specific reasons why the grievance is accepted or denied.
- I. Second step – If a grievance is not resolved at the first step of the grievance process, it may be submitted to the second step grievance committee for resolution. The grievance committee shall be comprised of representation from each party.
- J. Notice of the decision to proceed to a second step grievance committee shall be given to the Director of Labour Relations or to his or her designate within fourteen (14) calendar days of the decision at first step. The meeting shall be scheduled within fourteen (14) calendar days of the request.
- K. Following the second step grievance committee meeting, the Company shall provide a decision in writing to the Union no later than seven (7) calendar days following the date of the meeting. The decision shall be in writing, provide the date of the decision and the specific reasons why the grievance is accepted or denied.
- L. The union shall be entitled to file a grievance at the second step of the grievance procedure in the event of termination of employment or another urgent matter.
- M. Time limits for the steps of the grievance and arbitration process may be extended only by mutual agreement.

It is understood that the Company may also file a grievance. In the event of a company grievance, the grievance procedure shall apply as if the Company is the grieving party and the Union is the responding party.
- N. In an effort to promote cooperative and speedy resolution of grievances the parties may, by mutual consent, elect to use mutually agreed upon alternative dispute resolution methods including mediation or expedited arbitration.
- O. The parties agree that these alternative dispute resolution methods shall be informal and the legalistic processes normally used in conventional dispute resolution shall not be used.
- P. The Union agrees to advise the other party in writing of its intention to proceed with the grievance to arbitration within thirty (30) calendar days of the decision at the final stage of the grievance procedure or alternative dispute resolution process.
- Q. It is agreed that the right to arbitrate shall be restricted and limited to issues pertaining to the application, interpretation, administration or

alleged violation of the collective agreement. An arbitrator or arbitration board shall have no authority in any way to alter, modify or amend the terms of this Collective Agreement or the terms and conditions herein.

- R. The parties agree that the grievance may be referred to a single arbitrator or an arbitration board for resolution and that the decision of the arbitrator or the arbitration board shall be final and binding upon the Company, the Union and any employee affected by it.
- S. Where the parties agree to refer the grievance to a single arbitrator, the arbitrator will be selected in sequence from the list below, by the parties within seven (7) calendar days of the notice of arbitration (subject to availability). Both parties reserve their rights to expedited arbitration under Section 49 of the OLRA. The list of arbitrators shall be reviewed and agreed annually by the parties to the Collective Agreement.

List of Arbitrators

- R.O. MacDowell
- W. Kaplan
- L. Davie
- D. Harris
- B. Langille
- M. Tims
- L. Trachuk

- T. Where the parties agree to refer the grievance to an arbitration board, the Union and the company shall each appoint a member of the board. The two members of the board will then in turn appoint a third person as chairperson. Should the two members of the board fail to appoint a

chairperson within seven (7) calendar days of his or her appointment, the matter may be referred to the Ministry of Labour on the request of either party.

- U. The costs of the arbitration shall be shared equally between the Union and the Company.

ARTICLE 27- DURATION & RENEWAL

(2701) This Agreement shall become effective (except as provided herein) on January 1, 2005 and shall expire on December 31, 2007. It shall be binding upon the successors and assigns of both parties.

(2702) Within ninety days prior to the termination of this Agreement, the Employer or the Union 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, 2005, 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 NEWSMEDIA GUILD
PER:

Howard Law Mike Holochuk

Ann Maguire Aubrey Samuels

Dan Smith Maureen Dawson

George Stepaniuk Craig Wattie

TORONTO STAR NEWSPAPERS LIMITED
PER:

Alan K. Bower

Jim Fealy

Phil Bingley

Myfanwy Marshall

Morris Greener

Sharon Dean

Mark Spencer

Glenn Simmonds

Dated this 24th day of April, 2005.

**SUPPLEMENTAL AGREEMENTS TO
THE MAIN AGREEMENT**

and

**LETTERS OUTSIDE THE
COLLECTIVE AGREEMENT**

SUPPLEMENTAL AGREEMENTS & LETTERS

**Letter Outside of the Collective Agreement*

***Related Living Agreement Attached*

		Page
ADVERTISING	<i>RE: Service Verifier Program</i>	76-77
	<i>RE: Zoning of Classified Advertising</i>	77-78
	<i>RE: Training – Career Development in Advertising*</i>	78-80
	<i>RE: Advertising Job Competition Protocol*</i>	80-82
	<i>RE: Living Agreement Re: Advertising Commission Salesperson Classification</i>	82-83
CIRCULATION	<i>RE: Crew Managers</i>	83-84
	<i>RE: CSR Training</i>	84
	<i>RE: ONDM Home Delivery</i>	84-85
EDITORIAL	<i>RE: Bureau Chiefs - Weekly Rate</i>	85-86
	<i>RE: Newsroom Workflow</i>	86-87
	<i>RE: Copy Editors</i>	87-88
	<i>RE: Editorial Zone Offices</i>	88-89
	<i>RE: Radio Room</i>	89-90
	<i>RE: Scheduling Reporters</i>	90
	<i>RE: Staff Development and Work Practices</i>	90
GENERAL		
Jurisdiction & Relationship	<i>RE: Shared Work Agreement**</i>	91-98
	<i>RE: Living Agreement Re: CIA Shared Work Agreement</i>	98-99
	<i>RE: CIA Imaging Area -Bargaining Work *</i>	99-100
	<i>RE: PDF Workflow*</i>	100
	<i>RE: Ad Builder Jurisdiction*</i>	100-101
	<i>RE: Unit Chair & Local Officer*</i>	101-102
	<i>RE: CIA Agreement– GCIU, Local 500M & Guild 8</i>	102-103

		Page
Union Membership and Dues Check-off	<i>RE: CEP Humanity Fund*</i>	103
Hours of Work & Overtime	<i>RE: Compressed Work Week</i>	103-105
	<i>RE: Flexible Work Schedule**</i>	105-107
	<i>RE: Flexible Work Schedule**</i>	107-108
	<i>RE: Living Agreement Re: Flexible Work Schedule Letters</i>	108-109
	<i>RE: Job-Sharing</i>	109-110
	<i>RE: Clause (705) Relief Periods*</i>	111
	<i>RE: Clause (706) Administrative Guidelines*</i>	111
	<i>RE: Clause (707) Administrative Guidelines*</i>	111-112
Hiring Promotion & Transfer	<i>RE: Youth Employment Proposal</i>	112-113
	<i>RE: Summer Students / Summer CSR Representatives</i>	113
	<i>RE: Candidates for Posted Position*</i>	113
Job Reviews	<i>RE: Job Review</i>	113-115
Leaves of Absence	<i>RE: Deferred Compensation Leave Plan</i>	115-117
Benefits, Health & Wellness	<i>RE: Rehabilitation Programs</i>	117-118
	<i>RE: Long Term Disability/Duty to Accommodate & Return to Work*</i>	118-119
	<i>RE: Health & Wellness</i>	119-120
	<i>RE: Pension Improvements</i>	120
	<i>RE: Portability of Service*</i>	120-121
Health & Safety	<i>RE: Highway Traffic Act Violations</i>	121-122
	<i>RE: RSI Program</i>	122-123
Miscellaneous	<i>RE: Performance Reviews & Non-disciplinary Evaluations*</i>	123

	Page	
ATTACHMENTS	<i>Appendix "A" Profit Share Plan</i>	124-128
	<i>Appendix "B" Salaries</i>	129-158
	<i>Appendix "C" Performance Based Incentive Plan</i>	159-160
	<i>Appendix "D" Commission Salesperson Classifications</i>	160-169
	<i>Appendix "E"</i>	170-171
HISTORICAL SUPPLEMENTAL AGREEMENTS AND LETTERS	<i>RE: PODS</i>	172-178
	<i>RE: A.M. Designated Assistant District Representatives</i>	178-179
	<i>RE: Terms & Conditions of Employment for Community News Reporters</i>	179-180
	<i>RE: TSTV Feed</i>	180-181
	<i>RE: Delivery, Realty, and Inserters</i>	181
	<i>RE: Groupings and Titles</i>	181-182

ADVERTISING

**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 4th day of February, 2003

Re: Service Verifier Program:

Set up a unified Customer Service operation to handle Classified Advertising Department callbacks and Circulation Department verification of subscriptions and conversions to credit card payments.

Reasons:

Job responsibilities and skills required for the two programs are very similar. The same group could easily fulfill both functions. Applicants would need to pass a 35 word-per-minute typing test for accuracy as well as a test for spelling. These are currently more in-depth requirements than are required for Circulation Aides. These positions would be open to application by existing staff but up to seven of these positions would not be posted until September 1, 1998 in order to allow employees currently employed as Circ Aides to learn the necessary skills and have the opportunity to pass the required tests (i.e. typing and spelling). They will be allowed to use Company equipment for this purpose. The Company will pay 75% of the cost of an approved keyboarding skills program. In the event the program is passed, the Company

will reimburse the remaining 25% of the program cost. If any of the existing staff are not appointed to the new positions, they shall be offered severance pay pursuant to Article (2001). Those of the existing staff who are selected for the new positions shall go through a three month probationary period. If confirmed at the end of that period, they shall move to the after one year rate .

Title:

Service Verifiers

Days of Operation:

Monday to Friday plus evenings as well as Saturday but no more than five days in a calendar week.

Total # of hours /week:

180 per week on average are estimated for startup.

Number of staff:

Initially 12.

Terms and Conditions of Employment:

Service Verifiers shall be permanent part-time employees and shall be covered by all of the provisions of the Collective Agreement except Articles 9 (but not Clause (906), 7, 14, 15 and Clauses (1601) and (2408). Any annual bonuses shall apply on a proportionate basis as for other permanent part-time employees.

Notwithstanding the exclusion of Article 14, they shall have up to three sick shifts per year paid to the extent of the scheduled hours lost on those shifts. Those sick shifts shall be subject to the same justification requirements as all other staff are subject to under Article 14.

The rate of pay for Service Verifiers shall be as follows:

	First Year	After 1 Year
Jan.1, 2002	\$10.74/hr	\$11.81/hr

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

Howard Law	Mike Holochuk
Ann Maguire	Sharon Fagan
Libby Stephens	Maureen Dawson
George Stepaniuk	

TORONTO STAR NEWSPAPERS LIMITED
PER:

Alan Bower	Jim Fealy
Sharon Dean	Lou Macchiusi
Glenn Simmonds	Mark Spencer
Alan Christie	

**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 4th day of February, 2003

**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. All 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.

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

Howard Law Mike Holochuk
Ann Maguire Sharon Fagan
Libby Stephens Maureen Dawson
George Stepaniuk

TORONTO STAR NEWSPAPERS LIMITED
PER:

Alan Bower Jim Fealy
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Glenn Simmonds Mark Spencer
Alan Christie

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

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

Dated this 24th day of April, 2005.
(Previously dated February 4th, 2003)

Re: Training-Career Development in Advertising

In the spirit of the agreement between the parties regarding "Pods", dated March 26th, 1998, the union and the company desire to assist employees who wish to further their careers in the Advertising Department by including a training program as described below.

1. If the leading bargaining unit candidate for a posted Sales vacancy is considered by the company not to be qualified for the job, but scores within 5% of the company's qualifications threshold, the company shall offer that candidate the option to enter a training period in the vacancy for a period of six months. The employee will be identified as an "Outside Salesperson-Trainee" or an "Inside Salesperson-Trainee."
2. The training period may be shorter than six months if the vacancy is temporary and expected to last less than six months. In other cases, the training period may be longer, if agreed by the parties.
3. If two bargaining unit candidates are within 5% of the threshold but are relatively equal to each other, the more senior candidate shall receive the first offer from the company.

**MEMORANDUM OUTSIDE OF THE
COLLECTIVE AGREEMENT**

4. During the training period, the follow conditions will apply:
- a. The company shall identify before the training period the skill areas in which the candidate requires training and improved demonstrated ability (e.g. sales techniques, ability to sell against other media).
 - b. The candidate shall be assigned to an area manager who shall be responsible for training and mentoring the candidate throughout the training period with particular focus upon the identified skill areas.
 - c. The manager shall meet with the candidate at the beginning of the training period for the purpose of identifying skills requirements, training objectives, the company's general expectations with respect to the performance of the trainee position and any other matter than may be relevant to the candidate's successful completion of the training period.
 - d. The training regime shall include at least weekly meetings between the manager and the candidate to review and evaluate progress. Once a month, this meeting shall also include another management representative and a union representative.
 - e. The rate of pay for an Outside Salesperson-Trainee shall be the employee's normal rate plus half of the wage difference between their normal rate and the normal rate for an Outside Salesperson with similar length of service. The rate of pay for an Inside Salesperson-Trainee shall be determined by Article 806.
 - f. The candidate shall be reimbursed for business usage of his/her personal automobile (in accordance with Clause (2002) or she/he may choose to have a company provided automobile (in accordance with Clause (2005)). The arrangements for the lease of a new vehicle will be made only if existing fleet vehicles are unavailable. Parking accommodation will also be provided at the company's expense.
5. Upon completing the training period, or at any time prior to that expiry upon agreement of the parties, the company shall decide in good faith whether the candidate has met the required improvement in skill areas that have been identified. A representative of the union will participate in the management meeting that makes this final determination.
6. In the case of a permanent position, the candidate shall be subject to a trial period as described in article 504 of the collective agreement. The trial period shall end after six months or nine months after the commencement of the training period, whichever occurs first.
7. Upon appointment to the permanent position, the candidate shall be subject to a trial period as described in article 804 of the collective agreement. The trial period shall end six months after appointment to the permanent position or nine months after the commencement of the training period, whichever comes first.

- 8. An employee who is unsuccessful in reaching the required level of improvement is not entitled to another "training" opportunity contemplated by this agreement within the period of twelve months following the completion of the first opportunity if there are other candidates eligible to attempt the next training opportunity.
- 9. The number of Training opportunities may be limited to two positions in each of the Outside Sales and Inside Sales positions at any given time.
- 10. Nothing in this agreement shall diminish or eliminate any employee's rights under the collective agreement.

CEP LOCAL 87-M
 SOUTHERN ONTARIO NEWSMEDIA GUILD
 PER:

Howard Law	Mike Holochuk
Ann Maguire	Aubrey Samuels
Dan Smith	Maureen Dawson
George Stepaniuk	Craig Wattie

TORONTO STAR NEWSPAPERS LIMITED
 PER:

Alan K. Bower	Jim Fealy
Sharon Dean	Morris Greener
Glenn Simmonds	Mark Spencer
Phil Bingley	Myfanwy Marshall

**MEMORANDUM OUTSIDE OF THE
 COLLECTIVE AGREEMENT**

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

And:

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

Dated this 24th day of April, 2005.

**RE: ADVERTISING JOB COMPETITION
 PROTOCOL**

All job competitions must follow the obligations under Article 8 of the Collective Agreements. Note: This protocol shall in no way be considered part of the Collective Agreement.

JOB POSTINGS/INTERVIEW LISTS

- Job postings will contain all the key job requirements, or provide candidates with access to documents that outline these requirements.
- If necessary, Human Resources will screen applications to ensure that all applicants meet basic requirements for the interview and may establish an interview shortlist of no less than nine candidates.

Human Resources shall only establish an interview shortlist in consultation with a member of the selection panel. Prior to interviews commencing, the short list shall be shared with the Guild Observer along with the screening criteria and supporting documentation. The candidates short-listed for interviews must be the best candidates for the position based upon the employer's screening criteria. Notwithstanding that this protocol is

outside the collective agreement, the parties agree that a dispute over whether the nine candidates are the "best candidates" is an arbitrable dispute and may be subject to Article 26.

INTERVIEWS

- The interview committee will include representation from Advertising Management (two). In addition, a Guild observer (to be appointed by the Guild) will be present for the interview. The two Advertising Managers will form the selection panel. Members of the various selection panels should rotate (to be reviewed on a yearly basis - where possible). The Guild Observer is excepted from the requirement to rotate.
- Prior to the interview process, the selection panel shall determine the questions to be asked: the relative weighting of each portion of the candidate evaluation process, including the interview; any written test; past work record; past relevant experience; performance reviews; and reference checks. Those weightings shall be reasonably related to the requirements of the position (see Form B-Interview Grid). Any changes to the grid will be communicated in writing to the Guild Observer.
- Interview questions shall be standard for all candidates for each position.
- A performance evaluation and reference check will be conducted with the individual in the direct line of supervision over the candidate. This is usually performed after an interview but may be done prior to the interview. Following an interview, the

selection panel may require further clarification/validation with regards to specific skills/experience of a candidate.

- Where members of the selection panel are/have been, in the direct line of supervision over a candidate, the member shall declare this to the other members of the committee and the panel shall make every effort to solicit a separate reference check for that candidate.
- Members of the selection panel shall score their own evaluations of the interview. A discussion may take place to clarify and confirm individual scoring, however, a "consensus" is not be sought (nor is it mandatory). When there is no agreement among the members of the panel, the final score will be averaged.
- When an applicant applies for the same job more than once within a twelve (12) month period, the selection panel will evaluate his or her written submission to determine if a significant improvement in the candidate's qualifications has been demonstrated. The interview committee and the Guild observer will meet (prior to conducting any interviews) to review the candidate's submission. If the selection panel agrees that the improvement has been achieved that will be of significance to move their score closer for consideration for a position (including a training opportunity), an interview will be scheduled. The candidate's score will change only as a result of another interview.

GUILD OBSERVER ROLE

- The Guild Observer is an “ex-officio” member of the interview committee. Their role is to ensure that all candidates will be asked the interview questions in a consistent manner. The Guild Observer will not ask questions during an interview or contribute a score for final evaluation.
- The Guild Observer will be present for all interviews as well as the post interview evaluation. If an applicant applies more than once within a twelve (12) month period, the Guild Observer will also be present when the selection panel evaluates the applicant’s written submission demonstrating significant improvement in their qualifications.
- The Guild Observer and/or Chief Steward will be advised prior to any formal announcement when:
 - a candidate has been selected for promotion;
 - an external search will be undertaken; and
 - an employee has successfully completed a “Training Program” and is to be confirmed in the job.

TORONTO STAR NEWSPAPERS LIMITED
PER:

Alan K. Bower	Jim Fealy
Sharon Dean	Morris Greener
Glenn Simmonds	Mark Spencer
Phil Bingley	Myfanwy Marshall

**MEMORANDUM OF AGREEMENT
OUTSIDE THE COLLECTIVE AGREEMENT**

B E T W E E N

**TORONTO STAR
(the “Company”)**

and

**COMMUNICATIONS , ENERGY AND
PAPERWORKERS UNION OF CANADA,
Local 87-M, SOUTHERN ONTARIO
NEWSMEDIA GUILD**

(the “Union”)

**A LIVING AGREEMENT
RE: ADVERTISING COMMISSION**

SALESPERSON CLASSIFICATION

In this round of bargaining, the parties have agreed to the introduction of two new classifications, Commission Salespersons (Outside Sales) and Commission Salespersons (Inside Sales)) into the Advertising Department. In order to address issues relating to the introduction and integration of these new classifications into the work place, the parties agree to engage

CEP LOCAL 87-M
SOUTHERN ONTARIO NEWSMEDIA GUILD
PER:

Howard Law	Mike Holochuk
Ann Maguire	Aubrey Samuels
Dan Smith	Maureen Dawson
George Stepaniuk	Craig Wattie

in joint Management / Union discussions following the ratification of the renewal collective agreement.

The parties will meet annually, or as required, and at least once prior to September 1st of the year in which the collective agreement expires.

It is agreed that both parties shall identify their representatives that will participate in discussions pursuant to this memorandum of agreement no later than 3 weeks prior to the first meeting. Such representatives shall be empowered and authorized by both the Company and the Union to recommend formal changes to the collective agreement.

The parties agree that neither party will refuse to engage in the discussions on the issues set out above and that representatives shall be reasonably available to meet for such discussions.

The parties agree that they will engage in such discussions with the intent of reaching a mutual agreement on the issues and making the required amendments or modifications of the collective agreement. However, during the term of this collective agreement, no amendments or modifications shall be made to the collective agreement without the agreement of both parties. If no mutual agreement can be reached through such discussions, the collective agreement shall not be changed. These discussions shall not continue after the expiry of the renewal collective agreement, unless by mutual agreement of the parties to extend the process for a reasonable period for the purpose of obtaining agreement.

Dated: April 24, 2005

Toronto Star

CEP Local 87-M (the Guild)

CIRCULATION

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 Newsmedia Guild
(hereinafter known as the "Guild")

Dated this 24th day of April, 2005

RE: CREW MANAGERS

The following represents the terms of agreement with respect to the above captioned matter:

1. There will be no more than thirty-six (36) Crew Managers operating within the NDM in any week.
2. 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 Crew Manager numerical limitation set out in 1 above.
3. The Employer will provide the Union with the names of Crew Managers and will update this at regular intervals. The Star will provide the Union with the names of persons replacing Crew Managers for more than two (2) weeks.
4. The Employer will provide the Union with

the numbers of verified subscriptions sold by Crew Managers quarterly, upon request.

The terms and definitions contained herein shall be without precedent or prejudice, but binding and grievable if breached.

PER: _____
CEP LOCAL 87-M
SOUTHERN ONTARIO NEWSMEDIA GUILD

PER: _____
TORONTO STAR NEWSPAPERS LIMITED

for the introduction and implementation of this arrangement.

1. Any Customer Service Representative ("CSR") that provides training for other Circulation employees, will be compensated at the rate of \$13.25 per 7-hour shift.
2. For purposes of this document, training shall be deemed as taking place in a classroom type environment.
3. Training Differential shall be paid after performing the duties for 3.5 hours of a 7-hour shift.

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

Howard Law	Mike Holochuk
Ann Maguire	Sharon Fagan
Libby Stephens	Maureen Dawson
George Stepaniuk	

TORONTO STAR NEWSPAPERS LIMITED
PER:

Alan Bower	Jim Fealy
Sharon Dean	Lou Macchiusi
Glenn Simmonds	Mark Spencer
Alan Christie	

**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 4th day of February, 2003.

RE: CSR TRAINING

WHEREAS The Star and the Guild have an agreement concerning payment of Training Differential;

This Memorandum of Agreement sets out the bases agreed upon by The Star and the Guild

LETTER OF UNDERSTANDING

Dated this 24th day of April, 2005.

April 27, 2002

Mr. Howard Law
CEP Local 87-M
Southern Ontario Newsmedia Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

Dear Howard:

Re: ONDM Home Delivery

Where the Employer reassigns an ONDM circulation employee from his current ONDM location or headquarters to a different ONDM location or headquarters, and this reassignment reasonably requires the employee to move permanently his residence, the Company shall provide at least three (3) months notice of the reassignment to the employee. The Company shall also pay to the employee moving expenses as provided in Clause (811). The Company's discretion to give the employee more than three months notice will be exercised fairly.

A permanent move of residence shall be interpreted to provide that –

- a) "permanent" does not include a temporary assignment as defined in Article 25;

and

- b) a move of residence shall not be required under any circumstances in which the employee's current residence is closer to the new location or headquarters than the current location or headquarters.

Yours truly,

Alan K. Bower
Director of Labour Relations
Toronto Star Newspapers Ltd.

EDITORIAL

Dated this 24th day of April, 2005.

March 26th, 1998

Mr. Howard Law
Local Representative
CEP Local 87-M
Southern Ontario Newsmedia Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

Dear Howard:

Re: Bureau Chiefs - Weekly Rate

Reporters assigned as Foreign or National Bureau Chiefs in Washington, Hong Kong, Middle East, London, Halifax, Montreal, and Vancouver 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,

Alan K. Bower
Director of Labour Relations
Toronto Star Newspapers Ltd.

MEMORANDUM OF AGREEMENT

B E T W E E N

**TORONTO STAR
(the "Company")**

and

**COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA
LOCAL 87-M, SOUTHERN ONTARIO
NEWSMEDIA GUILD
(the "Union")**

Dated this 24th day of April, 2005.

RE: NEWSROOM WORKFLOW

The Company and the Union are both committed to the ongoing improvement of all elements of the Toronto Star. To that end, the Company and Union acknowledge that over the course of the last year, a team of newsroom staffers (comprising representatives from management, the union and staff) has examined the way in which the paper is put together. This examination has concluded with various improvements to the workflow in the newsroom and ultimately to decisions regarding changes in the newsroom.

The Parties recognize that the new newsroom workflow is a significant change for the newsroom and it is a fluid process that will evolve through the roll out of the new workflow.

The Parties have specifically agreed to the following:

1. Decisions by management to change an employee's job title, position, classification or category as a result of the labour / management newsroom workflow will not adversely affect pay {i.e. current placement on existing wage grids (including merit)}, or seniority.
2. It is the intention of the Company to post the following new classifications into Group 1 of the Collective Agreement:
 - Team Editor
 - Page Editor
 - Photo Assignment / Picture Editor

The Company retains the right to determine the appropriate wage group and wage rate for all classifications. To the extent that any of these new classifications include pagination duties that are normally compensated by the pagination premium pay under the terms of the collective agreement, the salary rate and placement into Group 1 for these new classifications will absorb the full pagination premium and pagination premium will no longer apply. For added clarity, existing personnel in existing classifications that do not migrate into a one of the new classifications (as noted above), pagination premium shall continue to apply for the duration of the new collective agreement and then will be discontinued. Nothing in the above negatively impacts the Union's rights found under Clause 205.

3. The Company and the Union agree to continue ongoing meetings in a collaborative effort to ensure the continued success of this newsroom production redesign.

- 4. The Company may wish to propose further restructuring of classifications during this process. If the parties are unable to resolve differences the parties retain all existing rights found within the terms of the collective agreement.

Toronto Star

CEP Local 87-M (SONG)

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 4th day of February, 2003.

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 twenty (20) 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 (709) and/or Clause (716). 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 (802).

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

- Howard Law Mike Holochuk
- Ann Maguire Sharon Fagan
- Libby Stephens Maureen Dawson
- George Stepaniuk

TORONTO STAR NEWSPAPERS LIMITED
PER:

- Alan Bower Jim Fealy
- Sharon Dean Lou Macchiusi
- Glenn Simmonds Mark Spencer

Alan Christie

**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 4th day of February, 2003.

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 \$50 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.

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

Howard Law Mike Holochuk
Ann Maguire Sharon Fagan
Libby Stephens Maureen Dawson

George Stepaniuk

an objective of not more than three (3) shifts per week for any one student.

Applications for radio room shifts will be considered from Editorial Assistants and/or other junior newsroom staff seeking opportunities for advancement. Management will use temporary fill-ins on the city clerks' desk to facilitate the participation of Editorial Assistants on an occasional shift basis. Hours worked by junior staff in the radio room will be paid at their current rate.

TORONTO STAR NEWSPAPERS LIMITED
PER:

Alan Bower Jim Fealy
Sharon Dean Lou Macchiusi
Glenn Simmonds Mark Spencer

Alan Christie

Students and/or junior staff in the radio room can file police blotter-type stories and other radio room-type files, with the appropriate credit, as would any full-time reporter. Radio room students are not available for use as reporters outside the radio room.

The Collective Agreement is amended 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:

Howard Law Mike Holochuk
Ann Maguire Sharon Fagan
Libby Stephens Maureen Dawson

George Stepaniuk

TORONTO STAR NEWSPAPERS LIMITED
PER:

Alan Bower Jim Fealy
Sharon Dean Lou Macchiusi

**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 4th day of February, 2003.

Re: Radio Room

The radio room in the Editorial Department will be staffed by a pool of roughly a dozen students to be paid the Editorial Trainee rate, working eight (8) hour shifts. Shifts may vary according to staffing needs, with

Glenn Simmonds Mark Spencer

Alan Christie

Date this 4th day of February, 2003.

March 26th, 1998

Mr. Howard Law
Executive Officer
CEP, Local 87-M
Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

Dear Howard:

Re: Scheduling Reporters

This is to confirm the company's undertaking to schedule all reporters not included in the City assignment pool to weekend duties in the GA pool on the basis of no more than once in every 40 weeks. The company also undertakes to explore other scheduling options that require such reporters to provide weekend general assignment coverage less frequently than once each 40 weeks.

This schedule will be introduced no later than June 1, 1998 and will be subject to change at the discretion of the Managing Editor.

Your very truly,

Jagoda S. Pike

Alan Bower

April 24, 2005

Mr. Howard Law
Executive Officer
CEP LOCAL 87-M
Southern Ontario Newsmedia Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

Dear Howard:

Re: Staff Development and Work Practices

It is the mutual intention of the parties to improve editorial quality, productivity, and working conditions by working cooperatively together to reevaluate and restructure certain work practices in the Editorial Department.

The core focus of these cooperative efforts will be an ongoing program of staff development. This staff development program will apply both to new hires and the established workforce. The program will be implemented for groups and/or classifications of employees but may also include individualized development. A prominent feature of these programs will be the mentoring of new staff.

The restructuring will also involve some changes in assignments, schedules, and staffing in a manner that is guided by the goal of improving editorial content, productivity and working conditions. It is not intended as a downsizing project in any shape or form.

Yours very truly,

Alan K. Bower
Director of Labour Relations
Toronto Star Newspapers Ltd.

GENERAL

Jurisdiction & Relationship

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

BETWEEN

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

AND

SOUTHERN ONTARIO NEWSPAPER GUILD
CEP, LOCAL 87-M

AND

GRAPHIC COMMUNICATIONS
INTERNATIONAL
UNION
LOCAL 500M
(hereinafter known as the "Union")

**Dated January 1, 2002 to December 31,
2004.**

RE: CENTRAL IMAGING AREA ("CIA")

Shared Work Agreement

I PREAMBLE

i. It is the intent of this Shared Work Agreement to create a common environment of work sharing that allows for the development of staff, improved service to clients, standardization of quality control and the capability to react to the changes in the marketplace and production technologies.

ii. This Agreement shall be in principle subject to review by respective legal counsel and shall lead to the creation of a comprehensive shared work agreement which shall be part of the respective Collective Agreements between the Company and each union. In the event any provision of this Agreement is inconsistent or in conflict with any provision of a particular Collective Agreement, the terms of this Agreement shall prevail. It is understood and agreed that the terms of the Main Agreement shall be deemed to be modified hereby only to the extent necessary to give effect to the foregoing and are otherwise confirmed.

II UNION JURISDICTIONS

(i) GCIU 500M -- Current and Historical Jurisdictions:

Scanning

- electronic scanning of all continuous tone, black and white and color images for advertising copy from all hard copy sources for final output and reproduction in the paper.
- electronic scanning of all line art for advertising copy from all hard copy sources for purposes of final output and reproduction in the paper except for line art that is two ad columns by two inches or below that size of final reproduction. For clarity, all copy containing screens shall not be considered line art.
- all scanning that is not for final output and reproduction in the paper can be performed in any department designated by the Company.

Image Manipulation and Output

- electronic colorization of completed advertising material from hard copy for final output and reproduction in the paper. For greater certainty, this does not confer jurisdiction of color creation in the ad make-up process.
- correction or alteration of the image for advertising copy with respect to color values, form or size. However, subsequent manipulation of size of the image may be performed by non-bargaining unit employees subject to values prescribed by the Company. Once copy has been scanned and/or corrected or altered, it shall be at The Star's sole discretion as to how and by whom such material shall be stored and/or redirected electronically, positioned, repositioned or killed.
- outputting of negatives, positives or paper through the image setters used in Engraving.
- high resolution proofing from film
- the stripping of all advertising hard copy in preparation for scanning
- advertising copy may be received in digital electronic form directly from an advertiser or advertising agency and it shall be at The Star's sole discretion as to how and where such material shall be received and/or stored and as to how and by whom such material shall be redirected electronically provided that if such material requires correction or alteration of the image as described above, such work shall be performed by members of the bargaining unit.

All of the foregoing applies to technology to be used on the Employer's premises. References herein to "the paper" include the TMC, Starweek and For Rent.

Operational Maintenance

Operational maintenance shall be performed by bargaining unit members but not to the exclusion of management or others.

(ii) SONG -- Current and Historical Jurisdictions:

Scanning

- electronic scanning of all line art and continuous tone, black and white and color images for editorial copy from all hard copy sources for final output and reproduction in the paper.
- all scanning that is not for final output and reproduction in the paper can be performed in any department designated by the Company.
- scanning and enhancing of all hard copy images from archival sources to outside sources

Image Manipulation and Output

- correction or alteration of the image for editorial copy with respect to color values, form or size. However, subsequent manipulation of size of the image may be performed by other bargaining unit members or non-bargaining unit employees subject to values prescribed by the Company. Once copy has been scanned and/or corrected or altered, it shall be at The Star's sole discretion as to how and by whom such material shall be stored and/or redirected electronically, positioned, repositioned or killed.
- outputting of negatives, positives or paper through the image setters used in Editorial.

- editorial copy may be received in digital electronic form directly from any source and it shall be at The Star's sole discretion as to how and where such material shall be received and/or stored and as to how and by whom such material shall be redirected electronically provided that if such material requires correction or alteration of the image as described above, such work shall be performed by members of the bargaining unit.
- printing of black and white and color images through all processors.
- mechanical or hand processing of all black and white and color film.

None of the above shall preclude the Photographers from performing functions which they have historically performed in limited circumstances where creative considerations are necessary. Similarly, none of the above shall preclude the Photo Editors from continuing to direct the technicians in the performance of their functions.

All of the foregoing applies to technology to be used on the Employer's premises. References herein to " the paper" include the TMC and Starweek.

Operational Maintenance

Operational maintenance shall be performed by bargaining unit members but not to the exclusion of management or others.

III HISTORICAL JURISDICTION

Historical jurisdiction shall be preserved as clarified by Section II and all such work shall be shared in the CIA. In the event that this Agreement is terminated for any reason, the provisions of Section II shall continue but

shall in no way limit or reduce the historical jurisdiction held by either Union as at date of signing of this Agreement. For greater certainty, the parties agree that in the event that the Guild acquires representational rights with respect to Composing Room employees, it is understood that the Guild shall have full status to assert its jurisdiction over work historically performed by those employees.

IV WORK ASSIGNMENT

The work to be assigned to the CIA shall be all work which either bargaining unit has historical jurisdiction over including the work clarified in Section II. The Company may, from time to time, introduce additional work assignments to the CIA but this will not confer additional jurisdiction on either Union. New work assignments to be introduced are:

1. Scanning and enhancement of all images for the purposes of electronic archiving. This shall apply for the balance of this Collective Agreement and the term of the next Collective Agreement.
2. Enhancement of all black and white wire photos. This will be phased in with the implementation of the pagination system.

V CENTRAL IMAGING AREA JOINT COMMITTEE

There shall be a CIA Joint Committee comprised of two representatives from each of the parties to this Agreement. The Committee shall be charged with the responsibilities of implementation, operation and interpretation of this Agreement, including dispute resolution. Any decisions reached by the Committee to be effective must be supported by a majority vote comprised of at least one consenting member from each of the parties to this Agreement.

VI PROPORTIONAL STAFFING

1. Effective date of signing of a Shared Work Agreement, the number of employees working in the CIA shall be a total of 36, 21 from the GCIU, Local 500M and 15 from the CEP Local 87-M, Southern Ontario Newspaper Guild as follows:

- a. the two currently vacant regular full time positions in the Guild shall be filled (restoring the staff to 14 from 12) and a fifteenth regular full time position of Electronic Imaging Technician shall be created for Wendy Watts. If Wendy chooses not to accept the position, The Star will not be required to fill the fifteenth position.
- b. the three temporary full time positions in Engraving shall be converted to regular full time positions moving the regular full time staff from 17 to 20 including Wayne McMillan's position. To increase the staff to 21 regular full time employees, an additional individual who meets The Star's requirements shall be supplied by the GCIU.

2. a. The CIA shall be staffed on a proportionate basis by staff represented by the Guild and the GCIU. The number from each bargaining unit shall be determined by the following:

58% of the total staff will be members of the GCIU; and 42% of the total staff will be members of the Guild.

- b. Thereafter, any increase or decrease in the number of staff in the CIA by The Star shall be accomplished in such a way so as

to maintain this ratio. Regardless of the percentage ratios, at no time will The Star be required to increase or decrease staff in either bargaining unit so as to achieve the ratio. Reductions shall be accomplished in accordance with the provisions of the respective Collective Agreements.

For example, should the GCIU lose three members and the Guild one member through attrition, the ratio will not be restored unless The Star determines that it needs to hire. When hiring takes place and regardless of the most recent departure, the first hiring shall be done in the GCIU bargaining unit. Should a second staff member be required, they too shall be hired into the GCIU bargaining unit. A third would be hired into the Guild.

- c. If, at the date of signing the Shared Work Agreement, any member of either bargaining unit has ceased to be employed by The Star for any reason, such that the staff number would be below 36 or 21 GCIU and 15 Guild respectively, The Star shall not be obliged to replace the position, unless it determines, at its own discretion that a vacancy exists which requires filling.

VII TRAINING

The parties to this Agreement are committed to establishing and implementing a comprehensive training program to support the objectives underlying this Agreement. The CIA Joint Committee will be charged with the responsibility of program design, planning and implementation.

VIII EXCLUSIONS

There shall be two management positions excluded from the bargaining unit. Those positions shall be filled at the sole discretion of management, and shall not require membership in either Union.

Based on today's volumes and production demands, there is a need for total of four Shift Leads for the combined department who shall be members of either bargaining unit.

For the balance of this Collective Agreement and the term of the next Collective Agreement, an equal number of these Shift Leads shall come from each bargaining unit. In the event of any increase or decrease in Shift Leads, the principles outlined in paragraph 2(b) shall apply. The foregoing shall not apply in the event of temporary coverage of a Shift Lead position for two (2) weeks or less.

IX HOURS OF WORK/SCHEDULING

1. The Company agrees to implement a combined regular and compressed workweek based on the terms and within the spirit of the attached letter which is extracted from the Guild Collective Agreement. The framework for a trial compressed work week shall be as outlined in the attached Appendix "A".

2. (i) The normal hours of work for staff covered by the Guild Collective Agreement shall be as specified in Clause (705).

(ii) For staff covered by the GCIU, Local 500M Collective Agreement, the hours for day work shall be between 6:00 a.m. and 6:00 p.m., the hours for night work shall be between 2:00 p.m. and 3:00 a.m. (first night) and 9:00 p.m. to 9:30 a.m. (second night).

X RATES OF PAY

The straight time rates of pay under each Collective Agreement shall be unaffected by this Agreement except as follows:

(i) The Photoengravers shall forego the next contractual rate increase or increases up to the amount required to equalize their straight time rate of pay for each shift to the rate of pay applicable under the Guild Collective Agreement for the comparable shift. For greater clarity, the engraving day shift will forego 1.9%; the first night will forego .6%; and, the second night, 2%, but an amount equivalent to the foregone increase shall be paid out as a one time cash lump sum to each affected employee.

(ii) The lead hand rate of pay in Engraving shall not be affected by the provisions of para (i) above.

(iii) The schedule of pay rates in Article 4 of the GCIU, 500M Collective Agreement shall be replaced by the following, such that the "unpublished rates" shall now become "published rates":

January 1, 2002

Day Shift
Scale \$1192.72
Hours 35

First Night Shift
Scale \$1259.82
Hours 35

Second Night Shift
Scale \$1266.01
Hours 35

XI MISCELLANEOUS

All matters not specifically referred to in this Agreement (e.g. overtime provisions, vacation, health & welfare, recognized holidays, etc.) shall be governed by the applicable provisions of the respective Collective Agreements.

Ann Maguire Sharon Fagan
Libby Stephens Maureen Dawson
George Stepaniuk

XII LABOUR DISPUTES

In the event of a strike or lock-out of either union party to this Agreement, the operation of this Agreement shall be suspended for the duration of the strike or lock-out. Bargaining unit employees working during a strike or lock-out shall not be assigned work outside of their historical jurisdiction as more fully described in section II. of this agreement.

TORONTO STAR NEWSPAPERS LIMITED
PER:

Alan Bower Jim Fealy
Sharon Dean Lou Macchiusi
Glenn Simmonds Mark Spencer
Alan Christie

XIII COLLECTIVE BARGAINING

The Star, the Guild and the GCIU, 500M expressly undertake and agree that (i) no party shall raise or discuss in collective bargaining for a collective agreement to follow or replace the current Collective Agreement (for the term January 1, 1995 to December 31, 1997) or during the term of such renewal or replacement Collective Agreement, any of the matters resolved hereby and (ii) the renewal or replacement collective agreements shall incorporate as a Supplemental Agreement this Shared Work Agreement forthwith following ratification of this Shared Work Agreement.

APPENDIX "A"

The following sets out the terms agreed upon by The Star, the Guild and the GCIU, Local 500M for the introduction and implementation of a trial compressed workweek arrangement in CIA.

1. Whenever any provision of the respective Collective Agreements conflicts in any way with any of the following terms, the provisions of this Appendix "A" shall apply and have precedence. The Collective Agreements shall be deemed to be amended as fully as necessary to give effect to the following and to facilitate the implementation of this arrangement.
2. The following arrangement shall be implemented according to the schedule established by the CIA Joint Committee.

XIV It is agreed that upon ratification of this Shared Work Agreement by both the Guild and GCIU 500M, The Star shall pay a \$500.00 lump sum (less statutory deductions) to each employee covered under this Shared Work Agreement.

Hours of Work

3. The hours of work for employees participating in this arrangement shall be as follows:

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

Howard Law Mike Holochuk

- (a) the normal working shifts shall consist of 8.75 hours falling within ten consecutive hours within one 24 hour period;
- (b) the normal workweek shall consist of four days (35 hours);
- (c) all working shifts shall exclude a lunch period of thirty (30) minutes duration as designated by The Star;
- (d) the normal days of work shall be scheduled for four of seven days, Monday to Sunday; and
- (e) the schedules for days off shall be posted at least four weeks in advance of the week to which they apply.

Overtime

- 4. Employees shall be entitled to overtime compensation only in respect of work time required and authorized by The Star on any day in excess of the 8.75 hours of a normal working shift. Subject to paragraph 5., overtime shall be paid at the rate of time and one-half or double time as provided for in Clause (804)(a) of the Guild Collective Agreement for employees covered by that Agreement and for employees covered by the GCIU, Local 500M Collective Agreement, overtime shall be at the rate of time and one-half and double time as stipulated in Article 6 of that Agreement.
- 5. In the event that an employee is required and authorized to work a fifth shift, it shall be paid at the overtime rate of time and one-half. All subsequent shifts shall be paid in accordance with the terms of the respective collective agreements.

Recognized Holidays and Other Paid Absences

- 6. For the purposes of calculating compensation and entitlements of any kind, including, by way of example and without limitation, entitlements in respect of vacation, recognized holidays and bereavement leave, the employee's hours of work shall be based on the compressed four day work week.
- 7. For the purposes of both Collective Agreements, any other provisions that refer, directly or indirectly, to "a day's pay", one day's pay at straight time shall be calculated as 25% of an employee's weekly salary for so long as the employee participates in this compressed work week arrangement.
- 8. An employee participating in this compressed work week arrangement who has less than 12 months of continuous service will receive one day of vacation for each month of continuous service or major fraction thereof up to 12 days rather than 15 as set forth in the respective Collective Agreements.
- 9. Similarly, upon termination of employment, an employee participating in this compressed work week arrangement shall receive accrued vacation pay at the rate of one day (1 1/3 days when entitled to a fourth week, or 1 2/3 days when entitled to a fifth week, or 2 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 under a five-day work week.
- 10. For an employee participating in this compressed work week arrangement, one week of vacation means four working days.

Duration

- 11. Either party shall be at liberty to terminate the arrangements provided for herein upon four weeks' notice in writing to the other party.
- 12. Similarly, it is understood and agreed that a participating employee who wishes to return to his or her regular work schedule shall be permitted to do so provided only that the employee shall give The Star a minimum of four weeks' notice of the employee's desire to revert to the prior work schedule and that each participating employee shall be obliged to adhere to the terms of this arrangement for the balance of the notice period, subject only to The Star's determination, in its sole discretion, that the individual shall revert to his or her regular work schedule at a date earlier than that set out in his or her notice to The Star. In the event that a participating employee gives such notice, The Star shall have the right to, but shall not be required to, terminate or suspend the arrangement.

The parties further acknowledge and agree that when the business or operational requirements of The Star, including any cost implications of this arrangement, necessitate regular five day work schedule, the arrangements provided for herein may be suspended, provided only that The Star shall give a minimum of four weeks' notice in writing of the suspension of these arrangements and that The Star's notice shall stipulate the date upon which the suspension will cease and these arrangements will resume.

B E T W E E N

**TORONTO STAR
(the "Company")**

and

**COMMUNICATIONS , ENERGY AND
PAPERWORKERS UNIONS OF CANADA,
LOCAL 500G**

And

**COMMUNICATIONS , ENERGY AND
PAPERWORKERS UNIONS OF CANADA,
Local 87-M, SOUTHERN ONTARIO
NEWSMEDIA GUILD**

(Collectively the "Unions")

Dated this 24th day of April, 2005.

**A LIVING AGREEMENT RE: Central
Imaging Area (CIA) Shared Work
Agreement**

The Company and the Unions acknowledge that during the term of this agreement, the parties have agreed to enter into discussions on various collective agreement letters that are either incorporated inside the collective agreement or stale letters with a shared goal of clarifying and improving the contract administration of this collective agreement. The parties will also seek to agree on amendments related to various letters to improve various workplace processes, address old or stale contract provisions, and to seek opportunities for a more consistent understanding on various work processes.

With this goal in mind, the parties agree to engage in joint management / Unions discussions following the ratification of new collective bargaining agreement and to commence such discussions no later than 4 months following ratification.

**MEMORANDUM OF AGREEMENT
OUTSIDE THE COLLECTIVE AGREEMENT**

It is agreed that both parties shall identify their representatives that will participate in this living agreement no later than June 30, 2005. Such representatives shall be empowered and authorized by both the Company and the Unions to recommend formal changes to the respective collective agreement; formal approval of any contract language must receive final approval of both the Director of Labour Relations and the Local Representative of the Unions.

The parties agree that neither party will refuse to engage in the discussions on the issues set out above and that representatives shall be reasonably available to meet for such discussions.

The parties agree that they will engage in such discussions with the intent of reaching a mutual agreement on the issues and making the required amendments or modifications of the collective agreement. However, during the term of this collective agreement, no amendments or modifications shall be made to the collective agreement without the agreement of both parties. If no mutual agreement can be reached through such discussions, the collective agreement shall not be changed. Furthermore, if no such mutual agreement can be reached by March 31, 2006, this process shall be concluded unless by mutual agreement of the parties to extend the process for a reasonable period for the purpose of obtaining agreement.

Date: April 24, 2005

Toronto Star

CEP, Local 500G

CEP Local 87-M (the Guild)

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

April 27, 2002

Mr. Howard Law
CEP, Local 87-M
Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

Dear Howard:

RE: CIA Imaging Area– Bargaining Unit Work

It is understood that the bargaining unit work in the Central Imaging Area includes:

Printing of Editorial Black & White, and colour digital images from server or portable based storage formats through to colour, photographic quality printers. This includes printing of these images for the purpose of sale by the Toronto Star as per past practice. It is recognized that technology changes may have an impact on the formats described herein and as such; the Company and the Union agree to meet to discuss the impact of any such future changes to ensure previous rights are maintained.

Both the Company and the Union agree that, consistent with the provisions of Clause (204) of the Union Collective Agreement, nothing in the aforementioned contemplates an expansion of rights to the Union on work performed by employees outside of the

bargaining unit at the date of the signing of the Collective Agreement.

Yours truly,

Alan Bower

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

April 27, 2002

Mr. Howard Law
CEP, Local 87-M
Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

Dear Howard:

RE: PDF Workflow

The parties understand and agree that the technological advancements of digital files and formats are continuing to evolve. The evolution requires The Toronto Star to ensure an ad inventory & tracking process is in place to service its customers both internal and external.

To this end, The Toronto Star, in full cooperation of the GCIU, Local 500, and the Guild have developed a workflow process (titled "PDF Workflow"), which describes the inventory and tracking processes, while maintaining the historical jurisdiction of all parties concerned.

The PDF document reflects the workflow of ads in their native format, prior to conversion to PDF's. It is understood and agreed that this workflow, as presented, may continue to evolve over time. If there is significant change, which affects the workflow process, the parties involved will review these changes to ensure the revisions meet the concerns of all.

Yours truly,

Alan Bower

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

April 27, 2002

Mr. Howard Law
CEP, Local 87-M
Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

Dear Howard:

RE: Ad Builder Jurisdiction

The parties agree that the following work is included in the bargaining unit and will not be performed by non-bargaining unit employees:

- The creation, manipulation and/or correction of advertisements for external clients;
- The manipulation and/or correction of advertisements submitted by external clients; and
- The creation, manipulation and/or correction of "filler" advertisements for

internal clients according to past practice.

Notwithstanding the above paragraph, it is understood that MSP staff have historically performed the following duties in connection to bargaining unit work:

- Logging and tracking the location of advertisements submitted by external clients;
- Creation, manipulation and/or correction of internal Toronto Star advertisements announcing appointments to senior management positions, requiring confidential processing;
- Fault diagnosis and recovery of electronic files containing advertisements, e.g. detecting and resolving corrupt files or images;
- Creation, manipulation and/or correction of advertisement normally performed exclusively by Ad Builders in the event that a publishing deadline will not be met because of unanticipated absence or lack of availability of bargaining unit staff;
- Training of new staff.

For illustrative purposes, reference may be made to the Ad Builder position description dated December 5, 1997.

This agreement has no bearing upon the definition of bargaining unit work in the Creative Department and Photoengraving Department.

Yours truly,

Alan Bower

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

April 27, 2002

Mr. Howard Law
CEP, Local 87-M
Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

Dear Howard:

RE: Unit Chair and Local Officer

- If an employee is elected or appointed any office of the CEP-Local 87-M, such person shall not be paid wages or salary and will be placed on an unpaid leave of absence. If an employee is elected or appointed to the position of Unit Chair, the person will be placed on an unpaid leave of absence. The Company will be billed back for up to half of the time, not to exceed half of the regular base salary that otherwise would have been earned. Such time may be verified by the Company.
- Seniority and service will continue to accrue for the period of the leave. Such leaves will be tied to length of the term of union office.
- The employee shall be permitted to continue to participate in the benefits plans under the terms and conditions of such plans and will continue to pay his or her share of the group benefits. The Employer cost of any and all premiums will be billed to the union on a quarterly basis.

- The employee on such leave will not be permitted to participate in the STD or LTD portion of the benefits plan and therefore will not be required to pay premiums associated with such.
- The employee shall be permitted to continue to participate in the pension plan for up to a maximum of 5 years for accrual of service. The union will remit to the Company the value of both the employee and employer contributions to the pension plan. The Company will then make the appropriate contributions to the plan on behalf of the employee. Adjustments would be made consistent with contribution levels to reflect any general wage increases. Such provision is subject to changes in Pension and Tax laws.
- The employee on such leave would be eligible for any improvements or upgrade to the pension plan.
- The employee shall remain eligible for any special severance or voluntary exit packages.
- The employee on such leave of absence will, at the expiry of the leave, return to either their home position, should it be vacant or exist or to a vacant position within their department and for which they qualify. In the event that no such position exists, the rights will be governed in accordance with the terms of the collective agreement.
- At the expiry of the leave of absence, the employee will be provided with up to 30 calendar days in which to return to active duty with the Company.

Alan Bower

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

April 27, 2002

Mr. Howard Law
CEP, Local 87-M
Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

Dear Howard:

RE: CIA Agreement– GCIU, Local 500M & Guild

The intent of the CIA agreements, incorporated into the Collective Agreement of the CGIU, Local 500M (Photoengravers) and the Guild (for Electronic Imaging), was to provide a snapshot in time of current and historical work jurisdiction. This snapshot, taken during the collective bargaining process of 1997-98, was to demonstrate the jurisdictional rights of the two unions in the event that the proposed amalgamation of these two departments failed.

It is the Company's view that this language would not change.

While we all understand the technological advancement, both at present and into the future, would change the equipment and processes utilized, any reflection of this change should be identified outside of the Collective Agreement in order to preserve the historical rights.

For greater clarity, continued success of the amalgamation of these two departments will eventually distort the historical jurisdictional

Yours truly,

right of both unions if the current language is modified.

Yours truly,

Alan Bower

Union Membership and Dues Check-off

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

B E T W E E N

**TORONTO STAR
(the "Company")**

and

**COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA,
Local 87-M, SOUTHERN ONTARIO
NEWSMEDIA GUILD**

(the "Union")

CEP HUMANITY FUND

Date: April 24, 2005

Howard Law
CEP Local 87-M
Southern Ontario Newsmedia Guild
1253 Queen Street East
Toronto, ON
M4L 1C2

The employer shall in each pay period, deduct \$0.01 per hour for all regular hours worked from the wages of employees covered by this Collective Agreement.

The monies so deducted shall be remitted to the charitable foundation known as the CEP Humanity Fund in the month following the month in which the hours were worked. The Employer shall include with the remittance the names of employees for whom contributions have been made and the amount.

It is understood that participation in the program of deductions set out above is voluntary. Employees who do not wish to participate must so inform the Employer in writing within thirty (30) days of the ratification of the Agreement, or within thirty (30) days after being hired, or between November 15 and December 15 of any year. Any timely notice of opt out must be provided by the employee to the payroll department in writing with the employee's name and employee number.

All such employee contributions to the CEP Humanity Fund shall be recorded on the employee's T4 form.

Yours truly,

Alan K. Bower
Director of Labour Relations
Toronto Star Newspapers Limited

Hours of Work & Overtime

**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 Newsmedia Guild
(hereinafter known as the "Guild")

Dated this 24th day of April, 2005.

Mr. Howard Law
Executive Officer
CEP Local 87-M
Southern Ontario Newsmedia Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

Dear Howard:

Re: Compressed Work Week

This is to confirm our understanding of the framework for potential implementation of a compressed work week arrangement in certain departments where the Guild has representational rights.

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, the overriding, but not exclusive guideline and concern of The Star is 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 areas and one of the matters that would have to be discussed is the identification of areas or classifications that would be potentially suitable to such schemes.

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 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.

Compressed work week arrangements would be implemented on a voluntary basis and employees would not be required to participate simply to accommodate the desires of fellow employees.

The Union may propose to the Company a four day work week in any particular work area.

In exercising its discretion to approve a four day work week, the Company will follow the following process:

- i. it will provide to the Union any scheduling or overtime data that is relevant to its decision to approve or deny the Union's request, including operational difficulties and indirect costs, and will explain fully the reasons for approving or denying the request. This discussion will normally take place at the departmental level between the chief steward and the appropriate department head;
- ii. if either party wishes to request the assistance or involvement of Labour Relations staff or the Guild Unit Chair, a further meeting will be held to discuss the union's proposal;
- iii. adherence to this process is subject to the grievance procedure, however, the Company's decision will not be subject to the grievance or arbitration provisions of the collective agreement.

In the event that the preceding process leads 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. Upon completion of the trial period, compressed workweek may be implemented however, it would be subject to cancellation or suspension by either the employee or Employer upon 30 days notice.

Sincerely,

Alan K. Bower
Director of Labour Relations
Toronto Star Newspapers Ltd.

**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 4th day of February, 2003.

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 25. 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 (2502). 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 8 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:

Howard Law	Mike Holochuk
Ann Maguire	Sharon Fagan
Libby Stephens	Maureen Dawson
George Stepaniuk	

TORONTO STAR NEWSPAPERS LIMITED

PER:

Alan K. Bower	Jim Fealy
Sharon Dean	Lou Macchiusi
Glenn Simmonds	Mark Spencer
Alan Christie	

Dated this 4th day of February, 2003.

March 26th, 1998

Mr. Howard Law
Executive Officer
CEP 87-M
Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, ON
M4L 1C2

Dear Howard:

Re: Flexible Work Schedule

The parties agree, on a trial basis for the term of this Collective Agreement, to expand employee opportunities to participate in a flexible work schedule.

An employee may opt for a third period of flexible work schedules (of not less than six months and not greater than twelve months) as an extension of the second period

described in paragraph (2c ii) of the Supplemental Agreement re: Flexible Work Schedule.

It is understood that all rights and obligations of the employee and the Company that apply to the second period of flexible work schedules in paragraph (2c ii) shall also apply to this third period (e.g. operational requirements, notice, right to revert to full-time work, Employer's option for further extension of the schedule).

The Employer's decision with respect to a fourth term shall not be subject to the grievance or arbitration provisions of the Collective Agreement.

Yours very truly,

Jagoda S. Pike

Alan Bower

**MEMORANDUM OF AGREEMENT
OUTSIDE THE COLLECTIVE AGREEMENT**

B E T W E E N

**TORONTO STAR
(the "Company")**

and

**COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA,
Local 87-M, SOUTHERN ONTARIO
NEWSMEDIA GUILD**

(the "Union")

Dated this 24th day of April, 2005.

**A LIVING AGREEMENT RE: Flexible Work
Schedule Letters**

The Company and the Union acknowledge that during the term of this agreement, the parties have agreed to enter into discussions on various collective agreement letters that are either incorporated inside the collective agreement or stale letters with a shared goal of clarifying and improving the contract administration of this collective agreement. The parties will also seek to agree on amendments related to various letters to improve various workplace processes, address old or stale contract provisions, and to seek opportunities for a more consistent understanding on various work processes.

With this goal in mind, the parties agree to engage in joint management / Union discussions following the ratification of new collective bargaining agreement and to commence such discussions no later than 4 months following ratification.

It is agreed that both parties shall identify their representatives that will participate in this living agreement no later than June 30, 2005. Such representatives shall be empowered and authorized by both the Company and the Union to recommend formal changes to the respective collective agreement; formal approval of any contract language must receive final approval of both the Director of Labour Relations and the Local Representative of the Union.

The parties agree that neither party will refuse to engage in the discussions on the issues set out above and that representatives shall be reasonably available to meet for such discussions.

The parties agree that they will engage in such discussions with the intent of reaching a mutual agreement on the issues and making the required amendments or

modifications of the collective agreement. However, during the term of this collective agreement, no amendments or modifications shall be made to the collective agreement without the agreement of both parties. If no mutual agreement can be reached through such discussions, the collective agreement shall not be changed. Furthermore, if no such mutual agreement can be reached by March 31, 2006, this process shall be concluded unless by mutual agreement of the parties to extend the process for a reasonable period for the purpose of obtaining agreement.

Date: April 24, 2005

Toronto Star

CEP Local 87-M (the Guild)

**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 4th day of February, 2003.

RE: JOB-SHARING

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 8 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:

Howard Law	Mike Holochuk
Ann Maguire	Sharon Fagan
Libby Stephens	Maureen Dawson
George Stepaniuk	

TORONTO STAR NEWSPAPERS LIMITED
PER:

Alan K. Bower	Jim Fealy
Sharon Dean	Lou Macchiusi
Glenn Simmonds	Mark Spencer
Alan Christie	

April 27, 2002

Mr. Howard Law
CEP, Local 87-M
Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

Dear Howard:

RE: Clause (706) – Administrative Guidelines

Clause (706) of the Collective Agreement expresses a limitation on the number of scheduled working shifts as defined under Clause (701), over a two consecutive pay week period.

For added clarity, the consent to exceed the scheduling limitation in Clause (706) is voluntary and is intended to allow the balancing of individual lifestyle considerations with operational requirements – whenever possible and efficient to do so.

The Company agrees that the aforementioned administrative guidelines continue to be harmonized with The Employment Standards Act (Part VII), with specific respect to the employer obligations pertaining to “periods free from work”.

Yours truly,

Alan Bower

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

April 27, 2002

Mr. Howard Law
CEP, Local 87-M

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

April 27, 2002

Mr. Howard Law
CEP, Local 87-M
Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

Dear Howard:

RE: Clause (705) – Relief Periods

The Employer agrees to continue its past practice with respect to the administration of relief periods for the duration of this Collective Agreement.

The aforementioned commitment will not preclude the Company from making necessary adjustments to the administration of relief periods, based upon changes to operational requirements that may necessitate such change. Should that occur, the Company agrees to provide notice of such change to the Union along with the potentially affected employees.

Yours truly,

Alan Bower

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

Dear Howard:

RE: Clause (707) – Administrative Guidelines

The Company agrees to the following administration of Clause (707):

While the Company agrees that the scheduling of normal working shifts should comply with the provisions of this clause, employee(s) shall remain responsible to the Company for the identification of any potential interruption(s) to the ten-hour interval described in this clause, on an operational basis.

Once advised, the Company shall be responsible for adjusting the hours of work in order to ensure that the ten-hour entitlement is protected.

Yours truly,

Alan Bower

Hiring Promotion & Transfer

Dated this 4th day of February, 2003.

March 26th, 1998

Mr. Howard Law
Executive Officer
CEP, Local 87-M
Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

Dear Howard:

Re: Youth Employment Proposal

The Toronto Star is committed to contributing in a meaningful way toward addressing the challenges faced by today's youth in the current economic and social environment.

To that end, we will establish programs in cooperation and consultation with the Guild that will offer employment and career skills development opportunities.

The guiding principles of this program are:

1. To achieve the goal of hiring the equivalent of 2% of the number of employees covered by the Guild bargaining unit by the summer of 1999.
2. To establish a joint committee to develop, oversee and guide the program under the sponsorship of Publisher John Honderich.
3. To provide work experience and opportunities for career skills development.
4. to reflect The Star's commitment to diversity in the workplace.

A number of issues impacting this program require resolution. Some of these are: classification, compensation and term of employment contract. Our intention would be to start with a program in the Editorial Department.

A joint committee will start its work no later than 30 days following the date of ratification.

Yours very truly,

Jagoda S. Pike

Alan Bower

Per : _____
CEP Local 87-M (SONG)

LETTER OF AGREEMENT

Per: _____
Toronto Star Newspapers Ltd.

B E T W E E N

TORONTO STAR NEWSPAPER LTD.

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

And

CEP LOCAL 87-M, (SONG)

April 27, 2002

Dated this 24th day of April, 2005

Mr. Howard Law
CEP, Local 87-M
Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

RE: SUMMER STUDENTS / SUMMER CSR REPRESENTATIVES

Summer students in all departments and Summer CSR Representatives shall be paid on the following wage grid. Summer students and Summer CSR Representatives are hired to work between May 1st and September 15th.

Dear Howard:

RE: Candidates for a Posted Position

First Summer	Second Summer	Third Summer	Fourth Summer
626.34	666.44	706.44	744.64

It is the understanding of the parties, that where there is onerous number of candidates who apply for a posted position and meet the minimum qualifications under Clause (802)(a) for an interview, the Company will meet with the Union for the purposes of discussing a means of streamlining the process.

Notwithstanding the above, summer students in Advertising shall be paid at 75% of the regular rate of the classification in which they are hired. If re-employed in a subsequent summer, these students shall progress to 75% of the next step on the relevant classification wage grid. Summer students in Editorial shall be paid at the Editorial Intern rate in the Collective Agreement.

Yours truly,

Alan Bower

Date: April 24th, 2005

Job Reviews

LETTER INSIDE OF THE COLLECTIVE AGREEMENT

Memorandum of Agreement Re: Job Review

1. The parties acknowledge that they have developed a mutually agreed upon job review procedure to be utilized by the Company where the Union seeks a review of any classification within a job group based on the Union's assertion that there has been a significant change on or after March 2003 in the job duties and requirements or as a result of any technological change impacting the job duties. The assertion may include a claim that a position is no longer part of its former classification because of the significant change in job duties and requirements or as a result of any technological change.
2. The parties agree that once the union submits a classification to the Company for review, the job review shall be conducted by the Company in accordance with the agreed upon job review procedure. Upon the completion of the job review, the Company shall determine whether a wage increase should be implemented and shall advise the Union of its decision. Subject to the terms herein, the Company will complete a job review within 60 days (or such greater period mutually agreed upon between parties) of the date on which the Union's request for a review (together with supporting explanations) is submitted to the Company. Any wage increase will be effective on the earlier date on which the Company issues its wage determination or the 61st day after the date on which the Union's request for a review was submitted to the Company. If the Union submits more than three claims within a 60 day period, the time for completion of

the reviews and the period for which retroactivity is paid may be extended by the Company for a reasonable period.

3. The Company shall provide the Union, upon request, with full disclosure of all documents and compensation practices relied upon for the purposes of conducting the job review and reaching the salary determination.
4. The Union has the right to grieve the results of a job review, save and except that the Union can submit no more than two (2) job review grievances to arbitration each calendar year.
5. The Union's right to grieve the results of the job review shall not mean that the Union can challenge the job review procedure as agreed upon between the parties (including the job evaluation factors, levels, point and percentage values for job evaluation factors and levels). The Union shall be entitled to grieve the accuracy of the job description (where it has not otherwise been agreed upon) utilized by the Company, the correct application of the agreed upon job review process, and whether the Company's wage determination and retroactivity payment is unfair, unreasonable, arbitrary or inconsistent. Nothing herein entitles the Union to participate in the creation of any job description.

Date: April 24, 2005

Per: _____
CEP Local 87-M (SONG)

Per: _____

Toronto Star Newspapers Ltd.

Leaves of Absence

**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 Newsmedia Guild
(hereinafter known as the "Guild")

Dated this 24th day of April, 2005.

**RE: DEFERRED COMPENSATION LEAVE
PLAN**

Pursuant to Clause (1007) 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 or the employee's estate.
 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 13, 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 (1605) in the Agreement.
1. (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 Articles 24 and 25.
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 10) 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 comparable 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.

CEP LOCAL 87-M
SOUTHERN ONTARIO NEWSMEDIA GUILD
PER:

Howard Law Mike Holochuk
Ann Maguire Aubrey Samuels
Dan Smith Maureen Dawson
George Stepaniuk Craig Wattie

TORONTO STAR NEWSPAPERS LIMITED
PER:

Alan K. Bower Jim Fealy
Sharon Dean Morris Greener
Glenn Simmonds Mark Spencer
Phil Bingley Myfanwy Marshall

Benefits, Health & Wellness

**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 4th day of February, 2003.

RE: REHABILITATION PROGRAMS

This will confirm our recent discussions and agreement regarding The Star's rehabilitation programs:

- The agreed medical form must be used by all employees whose absence exceeds one month or when the doctor's note indicates an indefinite period of absence. The Company agrees to pay the physician's account for filling out the form.
- Where there is conflicting medical evidence between the Company doctor and the employee's doctor as to the employee's fitness or unfitness to return to work, an independent medical opinion may be sought at the option of the Company and at the Company's expense.
- An employee returning to work on modified duties or shifts will be monitored by the Return to Work (RTW) committee. The Committee shall consist of two representatives from the Union. A letter outlining the agreed rehabilitation program will be given to the employee taking into consideration any medical restriction.
- When an employee is returned to work on modified duties or shifts, the period of modified time shall not count as a return to active employment for the purpose of re-establishing eligibility (Clause 1405).
- An employee who is working on modified duties or time who at the end of the 6 months of short term disability (STD) has not been medically cleared to return to active employment, will be referred to the RTW Committee for decision and recommendation. Under no circumstances will the entire period of the STD be extended by more than 3 months.

**LONG TERM DISABILITY (LTD)
REHABILITATION PROGRAM**

- An employee on an LTD Rehabilitation Program will continue to receive his/her monthly payments to a maximum of 60% of his/her regular salary from the insurance carrier, subject, of course, to the eligibility decision of the insurance carrier.
- While an employee is in an LTD Rehabilitation Program and able to perform all of the essential duties of their pre-injury position, The Star is prepared to pay the employee for any actual hours worked which are in excess of 60% of the work week during their rehabilitation program in addition to their regular monthly payment from the insurance carrier.
- No employee will be eligible to receive more than 100% of his/her salary while on this program. They will not be eligible for any overtime, extra shifts or holiday coverage.
- For all provisions of the Collective Agreement, these employees will still be considered to be on LTD.
- Once the employee has been medically cleared to return to active employment, the employee shall be added to payroll. This date would be considered the start of Return to Active Employment under Clause 1405(I).
- Prior to his/her return on an LTD Rehabilitation Program or other-wise, the employee must be cleared by the Health Center.

The Star is pleased that we have been able to work together to address these RTW issues and by the Guilds commitment to assisting in rehabilitating employees and

returning the employee to the workplace as quickly as medically possible. I trust that this covers all the information from our recent discussions.

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

Howard Law	Mike Holochuk
Ann Maguire	Sharon Fagan
Libby Stephens	Maureen Dawson
George Stepaniuk	

TORONTO STAR NEWSPAPERS LIMITED
PER:

Alan K. Bower	Jim Fealy
Sharon Dean	Lou Macchiusi
Glenn Simmonds	Mark Spencer
Alan Christie	

**LETTER OUTSIDE OF THE COLLECTIVE
AGREEMENT**

April 24, 2005

Mr. Howard Law
CEP Local 87-M
Southern Ontario Newsmedia Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

Dear Howard:

successful integration into the workplace.

RE: Long Term Disability/Duty to Accommodate and Return to Work

The Toronto Star is fully committed to the principles that guide the "Duty to Accommodate" legislation, as expressed under the Human Rights Code.

As such, and with a view towards a cooperative approach for the reintegration of our employees who experience very unfortunate and lengthy absences – beyond the benefit thresholds of the Long Term Disability (LTD) program – we commit to the following approach:

1. For employees who are medically able to return to work "post LTD coverage thresholds", the Company fully intends to first attempt to place an employee in his or her own position. If this is not reasonable to do so, the searching for an accommodation opportunity or return to work, will expand to any/all suitable occupations.
2. It is understood that at the conclusion of the Short Term Disability (STD) program coverage (i.e. 6 months), the principles of the legislation governing the "Duty to Accommodate" will guide the parties. To this end, the Union, the Company, and the employee in question, will cooperatively and reasonably explore and/all accommodation opportunities during the normal course of the benefit coverage period for LTD.
3. The exploration of opportunities described above, will of course incorporate any/all known medical restrictions necessary to facilitate a

4. Upon the successful return of an employee – beyond the LTD maximum benefit coverage – it is understood that should this return result in an overall addition to staff levels, the Company fully maintains its right to adjust staff levels in accordance with prescribed protocols under the applicable Collective Agreement.

Yours truly,

Alan K. Bower
Director of Labour Relations
Toronto Star Newspapers Ltd.

MEMORANDUM OF AGREEMENT

BETWEEN

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

AND

CEP, Local 87-M, SOUTHERN ONTARIO
NEWSPAPER GUILD

(hereinafter known as the "Union")

Dated January 1, 2002 to December 31, 2004.

RE: Health & Wellness

The Company and its Unions agree that there is a mutual recognition that high levels of absenteeism in the workplace can have a significant impact on productivity and morale.

That being said, it is understood that it is to the mutual benefit of the Company and Unions to work towards promoting the health and wellness of employees, while at the same time increasing the overall levels of attendance in the workplace.

Therefore, the parties through means of a Joint Committee, agree to discuss:

- Development of process and procedures for encouraging attendance;
- Creating an awareness and training program for attendance management;
- Sharing data pertaining to levels of attendance within the organization;
- Developing the specific roles and responsibilities of committee members, as well as understanding the roles of those involved in Attendance Management;
- Policies and procedures,

with the overall objective to return employees to work.

Yours truly,

Alan Bower

Dated this 4th day of February, 2003.

March 26th, 1998

Mr. Howard Law
Executive Officer
CEP, Local 87-M
Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

Dear Howard,

RE: Pension Improvements

The parties agree to review the status of the pension fund during the term of this Collective Agreement with the intent of negotiating pension plan improvements (e.g. automatic base year updating, reduction of actuarial penalties on early retirement, or bridging pension supplement) provided that the pension plan has a sufficient amount of surplus and a reliable history of surplus in the fund. In the event that the parties are unable to negotiate such improvements, the matter will be remitted to the next round of collective bargaining.

The parties will conduct these negotiations through a joint labour-management committee with representation from the five bargaining agents.

The committee will commence its discussions no later than twenty-four months prior to the expiry of the Collective Agreement.

The Company will continue its practice of disclosing all relevant financial and actuarial information relevant to the status of the fund.

Yours truly,

Jagoda S. Pike

Alan Bower

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

April 27, 2002

Mr. Howard Law
CEP, Local 87-M
Southern Ontario Newspaper Guild
1253 Queen Street East

Toronto, Ontario
M4L 1C2

1253 Queen Street East
Toronto, Ontario
M4L 1C2

Dear Howard:

Dear Howard:

RE: Portability of Service

Re: Highway Traffic Act Violations

This is to confirm our understanding that when an employee transfers from another Torstar-owned company to Toronto Star Newspapers Ltd, the Company will continue its practice of allowing service for the purposes of vacation, as well, the practice of not having to wait for commencement of benefits under the Company's benefits plans. It is recognized that the Company may amend or change this practice at any time.

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.

Yours truly,

- 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.

Alan Bower

Health & Safety

**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 4th day of February, 2003.

March 26th, 1998

Mr. Howard Law
Local Representative
CEP, Local 87-M
Southern Ontario Newspaper Guild

If an employee is charged with an offense 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 Human Resources 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

Alan Bower

Dated this 4th day of February, 2003.

March 26th, 1998

Mr. Howard Law
Executive Officer
CEP, Local 87-M
Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

Dear Howard:

Re: RSI Program

This is to confirm that the RSI prevention and management program will be continued with the following major features:

1. The recognition that RSIs are work hazards that can be continuously reduced by education, workplace monitoring/assessment, and through the implementation of engineering, good work practices, adequate staffing, and administrative controls;
2. The establishment of an RSI committee.

The RSI Committee:

- will consist of up to four reps each from management and the Union, and departmental reps from management and the Union as required by the committee. Representatives on this committee will be referred to as ergonomic representatives. The committee will meet once every month if requested by either party.
- may engage outside experts or consultants as required.
- will develop a comprehensive education and training program based upon the recommendations from the Institute for Work and Health by June 30, 1998.
- will establish a schedule and complete all training by December 30, 1998.
- will review training requirements on a regular basis.
- will develop guidelines for the purchasing or reassignment of work-stations, computer equipment, etc. by June 30, 1998.
- will develop a Toronto Star ergonomic policy by June 30, 1998.
- will request and evaluate a proposal from the Institute for Work and Health for Phase 3 of the RSI Watch study which could involve the analysis of the intervention efforts and treatment data, by June 30, 1998.
- will develop guidelines and suggest recommendations for modifications to the work environment, including changes in engineering, administrative, staffing or work flow practices that may be advisable, on an as needed basis.
- will evaluate/assess workstations based upon requests from area management or the Union.

- will evaluate/assess each workstation at a minimum every two years.
3. In addition to the existing provisions of Clause (1914) of the Collective Agreement, the Company, through a consultative process, will investigate the possibility of providing on-site physiotherapy and other alternative treatments.

This letter is outside the Collective Agreement and shall not be subject to the grievance and arbitration provisions of the Collective Agreement.

Yours truly,

Jagoda S. Pike

Alan Bower

Miscellaneous

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

April 27, 2002

Mr. Howard Law
CEP, Local 87-M
Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

Dear Howard:

RE: Performance Reviews and Non-disciplinary Evaluations

This letter is to confirm our agreement that performance evaluations or other non-disciplinary evaluations of employees are not subject to the grievance process unless it is established that the evaluation is disciplinary or in contravention of articles 201 or 613. It is also agreed that performance evaluations do not form part of the Collective Agreement.

However, an employee shall have the opportunity to submit a written reply or provide comment to any such evaluation and that reply or comment shall be placed in his / her personnel file.

It is agreed that accuracy and reasonableness of the employer's evaluation may be subject to challenge in the event that the evaluation affects an employee's rights under the Collective Agreement.

Yours truly,

Alan Bower

ATTACHMENTS

Dated this 27th day of April 2002

**APPENDIX "A"
PROFIT SHARING PLAN
FOR
UNIONIZED EMPLOYEES OF THE TORONTO STAR**

A. Purpose of the Plan

This profit sharing plan (hereinafter referred to as the "Plan") is being established for the benefit of all of the unionized employees of the newspaper operations of Toronto Star Newspapers Limited (hereinafter referred to as the "Corporation"):

The purpose of this Plan is threefold:

1. To align employee compensation with business results;
2. To foster employee interest in the financial performance of the business and to focus employees on business objectives; and
3. To improve the financial and operating performance of the Corporation.

Eligible employees will have an opportunity to share in the Corporation's profits on the terms and subject to the conditions specified herein.

B. Implementation of the Plan

The Plan shall be effective for the fiscal period of the Corporation ending December 31, 1998 and shall continue for subsequent fiscal years of the Corporation, subject to the right to amend or terminate the Plan pursuant to Section H hereof.

C. Eligibility for Participation in the Plan

All permanent full-time and part-time employees of the Corporation who are covered by the existing collective agreements between the Corporation and

1. CEP, Local 87-M, Southern Ontario Newspaper Guild;
2. Graphic Communications International Union, Local 100M;
3. International Association of Machinists and Aerospace Workers, Local 235;
4. International Brotherhood of Electrical Workers, Local 353; and
5. Graphic Communications International Union, Local 500M;

are eligible to participate in the Plan (“Eligible Participants”).

D. Performance Criteria for Purposes of the Plan and Creation of Profit Sharing Pool

The criteria for measuring the performance of the newspaper operations of the Corporation during a particular fiscal year for purposes of the Plan shall be the Cash Margin. Cash Margin is defined as the profit of the newspaper operations of the Corporation before depreciation and amortization (all referred to as the “Toronto Star Segment Cash Flow” in the Management’s Discussion and Analysis section of the Torstar Corporation Annual Report).

Cash Margin in respect of a particular fiscal year shall be calculated before any provision is made for interest or taxes.

The funds to be allocated for purposes of the Plan (hereinafter referred to as the “Profit Sharing Pool”) in respect of a particular fiscal year shall be determined in accordance with the following Table:

Cash Margin as % of Revenue	% of Cash Margin to be Allocated to the Profit Sharing Pool
<15%	0%
15% to 16.99%	2.5%
17% to 19.99%	2.5% of Cash Margin in respect of that portion of Cash Margin which is up to 16.99% of revenue plus 3% of Cash Margin in respect of that portion of Cash Margin which is in the range of 17% to 19.99% of revenue.
20% and above	2.5% of Cash Margin in respect of that portion of Cash Margin which is up to 16.99% of revenue plus 3% of Cash Margin in respect of that portion of Cash Margin which is in the range of 17% to 19.99% of revenue plus 4% of Cash Margin in respect of that portion of Cash Margin which is equal to or greater than 20% of revenue.

E. Eligibility for Sharing in the Profit Sharing Pool

Where funds have been allocated to the Profit Sharing Pool in accordance with the provisions of the Plan in respect of a particular fiscal year of the Corporation, the Profit Sharing Pool in respect of such fiscal year shall be divided in accordance with the following formula:

Profit Sharing Pool

Number of Full-Time Equivalent Eligible Participants*

The figure arrived at in respect of a particular fiscal year as a result of the application of this formula shall be referred to as the "Profit Sharing Amount". Each Eligible Participant who is full-time and on the payroll records for the last pay week of the particular fiscal year shall receive the Profit Sharing Amount subject to the proration rules listed below. Each Eligible Participant who is part-time and on the payroll records for the last pay week of the particular fiscal year shall receive a pro rated portion of the Profit Sharing Amount based on regular hours paid during the particular fiscal year.

In addition, pro rated payments shall be made to Eligible Participants according to actual regular hours paid during the fiscal year in the following circumstances:

1. a full-time Eligible Participant who has joined the Plan after the start of the fiscal year;
2. an Eligible Participant who takes any kind of unpaid leave of absence;
3. an Eligible Participant who has gone on or come off LTD during the fiscal year;
4. an Eligible Participant who has retired;
5. an Eligible Participant who dies (the payment shall be made to the estate);
6. an Eligible Participant who transfers to or from the Management Salary Plan; and
7. an Eligible Participant who incurs any other kind of unpaid absence.
8. an Eligible Participant who accepts a voluntary severance package.

* The number of full-time equivalent Eligible Participants is arrived at by dividing the number of straight time regular hours paid to permanent full or part-time employees in the fiscal year by the regular full-time hours in a work year by shift and department.

F. Form of Payment

Payments under the Plan shall be made in the form of one lump sum payment and shall be subject to all deductions and withholdings required by applicable law.

G. Timing of Payment

Payments under the Plan in respect of a particular fiscal year of the Corporation shall be made shortly after the Board of Directors of Torstar Corporation approves the financial statements of Torstar Corporation for such fiscal year (hereinafter referred to as the "Approval Date") and, in any event, no later than 30 days after the Approval Date.

H. Amendment or Termination of the Plan

The Torstar Board of Directors may, from time to time, amend or terminate the Plan as it shall deem advisable, except that any amendment or termination of the Plan pursuant to this Section H shall not take effect prior to the commencement of the next fiscal year of the Corporation.

SCHEDULE "A"

The number of full-time equivalent Eligible Participants is arrived at by dividing the number of straight time regular hours paid to permanent full or part-time employees in the fiscal year by the regular full-time hours in a work year by shift and department.

Regular Work Week (Hours)	Regular Work Week (Shifts)	Full-Time Calculation	Full-Time Equivalent	Part-Time (3 shift example assuming full shifts)	Full-Time Equivalent
37.5	5	37.5/3.75	1	22.5/37.5	0.6
35	5	35/35	1	21/35	0.6
35	4	35/35	1	26.25/35	0.75
34	4	34/34	1	25.5/34	0.75
32	4	32/32	1	24/32	0.75

This formula is then used at the end of the year to calculate FTE's for that fiscal year. For example, in 1997, total unionized FTE's were 1,414 under this formula.

The cash margin for 1997 was \$84,253,000 or 20.9% of revenue which was \$402,881,000. Based on that, the profit sharing pool for 1997 would have been as follows:

2.5% of the Cash Margin dollars up to 16.99% (\$68,490,000)	\$1,712,000
3% of the Cash Margin dollars from 17 to 19.99% (\$12,086,000)	\$ 363,000
4% of the Cash Margin dollars from 20 to 20.9% (\$3,677,000)	<u>\$ 147,000</u>
Total Profit Share Pool	\$2,222,000

In 1997, the payment for a permanent full-time employee would have been \$1,571.43 (\$2,222,000 ÷ 1,414).

A permanent part-time employee's payment would have been pro-rated based on the total regular hours he/she worked in the fiscal year. For example:

Regular Full-time		Total Hours in a Year	Regular Part-time Total Hours in a Year	Full-time Equivalent	Prorated Profit Share Amount
Work Week (Hours)	Work Week (Shifts)				
37.5	5	1,950	1,170	1170/1950 = .6	1571.43 x .6 = \$942.86
35	5	1,820	1,092	1092/1820 = .6	1571.43 x .6 = \$942.86
35	4	1,820	1,365	1365/1820 = .75	1571.43 x .75 = \$1178.57
34	4	1,768	1,326	1326/1768 = .75	1571.43 x .75 = \$1178.57
32	4	1,664	1,248	1248/1664 = .75	1571.43 x .75 = \$1178.57

Note – all numbers rounded to the nearest 000's

APPENDIX "B"

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 defined in Clause (701). **Refer to Clause (906) for details of the annual increases.**

ADVERTISING

Group 1 - Group Supervisor and Supervisor:

	First Year	After 1 Yr.
Jan 1/05	1407.93	1449.00
Jan 1/06	1443.13	1485.23
Jan 1/07		

Group 2 - Senior Salesperson:

	First Year	After 1 Yr.
Jan 1/05	1368.90	
Jan 1/06	1403.12	
Jan 1/07		

Group 3 - Advertising Salesperson and Special Sections Administrator:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	978.25	1062.40	1149.97	1355.56
Jan 1/06	1002.71	1088.96	1178.72	1389.45
Jan 1/07				

Group 3A - Head Service Representative:

	First Year	After 1 Yr.	After 2 Yrs.
Jan 1/05	1159.41	1275.35	1376.10
Jan 1/06	1188.40	1307.23	1410.50
Jan 1/07			

Group 3B - Commercial Telephone Salesperson:

	Intern	First Year	After 1 Yr.	After 2 Yrs.
Jan 1/05	934.32	1015.55	1094.39	1195.32
Jan 1/06	957.68	1040.94	1121.75	1225.20
Jan 1/07				

Group 3C - Training Room

Instructor:

	First Year	After 1 Yr.	After 2 Yrs.
Jan 1/05	1129.02	1189.86	1249.23
Jan 1/06	1157.25	1219.61	1280.46
Jan 1/07			

Group 4 - Assistant Supervisor:

	First Year	After 1 Yr.
Jan 1/05	1120.88	1181.71
Jan 1/06	1148.90	1211.25
Jan 1/07		

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

	First Year	After 1 Yr.	After 2 Yrs.
Jan 1/05	991.25	1093.04	1181.71
Jan 1/06	1016.03	1120.37	1211.25
Jan 1/07			

Group 5A - Head Copy

Processor:

	First Year	After 1 Yr.	After 2 Yrs.
Jan 1/05	976.63	1023.62	1139.61
Jan 1/06	1001.05	1049.21	1168.10
Jan 1/07			

Group 6 - Service Representative:

	First Year	After 1 Yr.	After 2 Yrs.
Jan 1/05	945.91	1024.72	1125.68
Jan 1/06	969.56	1050.34	1153.82
Jan 1/07			

Group 6A - Head Graphic Clerk:

	First Year	After 1 Yr.	After 2 Yrs.
Jan 1/05	958.22	1019.36	1105.57
Jan 1/06	982.18	1044.84	1133.21
Jan 1/07			

Group 6B - Assistant Head Copy Processor and Intermediate Advertising Sales Co-ordinator (excluding Internet):

	Intern	First Year	After 1 Yr.	After 2 Yrs.
Jan 1/05	845.00	918.49	962.77	1071.86
Jan 1/06	866.13	941.45	986.84	1098.66
Jan 1/07				

Group 6C - Ad
Taker:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	876.54	954.84	1057.48	1084.11
Jan 1/06	898.45	978.71	1083.92	1111.21
Jan 1/07				

Group 6D - Ad Builder:

	Intern	First Year	After 1 Yr.	After 2 Yrs.	Ex-Composing
Jan 1/05	886.83	964.38	1010.92	1125.45	1293.64
Jan 1/06	909.00	988.49	1036.19	1153.59	1325.98
Jan 1/07					

Group 6E - Intermediate Advertising Sales Co-ordinator-Internet:

	Intern	First Year	After 1 Yr.	After 2 Yrs.
Jan 1/05	845.00	918.49	962.77	1095.51
Jan 1/06	866.13	941.45	986.84	1122.90
Jan 1/07				

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

	First Year	After 1 Yr.	After 2 Yrs.
Jan 1/05	858.59	905.57	1021.58
Jan 1/06	880.05	928.21	1047.12
Jan 1/07			

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

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	853.91	898.79	937.00	978.34
Jan 1/06	875.26	921.26	960.43	1002.80
Jan 1/07				

Group 8A - Copy Processor:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	Ex-Comp. 1	Ex-Comp. 2
Jan 1/05	848.41	890.23	930.09	958.22	1257.23	1293.64
Jan 1/06	869.62	912.49	953.34	982.18	1288.66	1325.98
Jan 1/07						

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

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	836.16	877.92	917.81	945.95
Jan 1/06	857.06	899.87	940.76	969.60
Jan 1/07				

Group 9A - Secretary-Stenographer:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	737.48	774.83	813.86	978.12
Jan 1/06	755.92	794.20	834.21	1002.57
Jan 1/07				

Group 10 - Switchboard Operator and Assistant Copy Censor:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	713.36	756.13	813.26	894.71
Jan 1/06	731.19	775.03	833.59	917.08
Jan 1/07				

Group 11 - Cut
Clerk:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	673.62	710.93	749.98	846.59
Jan 1/06	690.46	728.70	768.73	867.75
Jan 1/07				

Group 11A - Stenographer-Typist - Advertising:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	668.10	703.11	755.07	828.54
Jan 1/06	684.80	720.69	773.95	849.25
Jan 1/07				

Group 12 - Advertising Clerk:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	660.51	695.58	747.49	820.97
Jan 1/06	677.02	712.97	766.18	841.49
Jan 1/07				

Group 13 - Junior Clerk and Clerk-Typist:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	616.50	656.62	696.59	734.76
Jan 1/06	631.91	673.04	714.00	753.13
Jan 1/07				

Group 14 - Assistant Clerk:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	612.26	636.47	670.34	707.46
Jan 1/06	627.57	652.38	687.10	725.15
Jan 1/07				

Group 15 - Office Messenger:

	First 6 Mos.	After 6 Mos.	After 1 Yr.
Jan 1/05	579.66	604.17	656.70
Jan 1/06	594.15	619.27	673.12
Jan 1/07			

Group 16 - Service Verifier:

	First Year	After 1 Yr.
Jan 1/05	385.30	423.68
Jan 1/06	394.93	434.27
Jan 1/07		

AUDIOTEX DEPARTMENT

Group 1 - Audiotex Co-ordinator:

	First Year	After 1 Yr.	After 2 Yrs.
Jan 1/05	1230.05	1348.38	1418.19
Jan 1/06	1260.80	1382.09	1453.64
Jan 1/07			

Group 2 - Audiotex Technician:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	926.78	1003.91	1108.11	1199.78
Jan 1/06	949.95	1029.01	1135.81	1229.77
Jan 1/07				

**CIRCULATION -
OFFICE DIVISION**

Group 1 - Group Supervisor:

	First Year	After 1 Yr.
Jan 1/05	1407.93	1449.10
Jan 1/06	1443.13	1485.33
Jan 1/07		

Group 1A - Supervisor:

	First Year	After 1 Yr.	After 2 Yrs.
Jan 1/05	1167.09	1269.08	1355.56
Jan 1/06	1196.27	1300.81	1389.45
Jan 1/07			

Group 1B - Senior Co-ordinator C.S.R.:

	First Year	After 1 Yr.	After 2 Yrs.
Jan 1/05	1131.93	1195.81	1249.23
Jan 1/06	1160.23	1225.71	1280.46
Jan 1/07			

Group 1C - Circulation Accounts Co-ordinator:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Jan 1/05	845.52	897.94	943.88	983.57	1071.86
Jan 1/06	866.66	920.39	967.48	1008.16	1098.66
Jan 1/07					

Group 1D - Administrative Co-ordinator:

	First Year	After 1 Yr.	After 2 Yrs.
Jan 1/05	858.59	905.57	1021.58
Jan 1/06	880.05	928.21	1047.12
Jan 1/07			

Group 1E - Customer Service Representative:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	799.80	838.85	890.68	978.12
Jan 1/06	819.80	859.82	912.95	1002.57
Jan 1/07				

Group 1F - Senior Clerk, Senior Clerk Single Copy and Senior Clerk Traffic:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	799.80	838.85	890.68	958.22
Jan 1/06	819.80	859.82	912.95	982.18
Jan 1/07				

Group 2 - Circulation Traffic Clerk:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	799.80	838.85	890.68	958.22
Jan 1/06	819.80	859.82	912.95	982.18
Jan 1/07				

Group 3 - Secretary-Stenographer:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	737.48	774.83	813.86	910.48
Jan 1/06	755.92	794.20	834.21	933.24
Jan 1/07				

Group 4 - Stenographer-Typist:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	720.06	759.15	811.39	884.85
Jan 1/06	738.06	778.13	831.67	906.97
Jan 1/07				

Group 5 - Intermediate Clerk:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	688.22	727.22	779.07	846.59
Jan 1/06	705.43	745.40	798.55	867.75
Jan 1/07				

Group 6 - Summer Customer Service Representative:

	First Summer	Second Summer	Third Summer	Fourth Summer
Jan 1/05	626.34	666.44	706.44	744.64
Jan 1/06	642.00	683.10	724.10	763.26
Jan 1/07				

Group 7 - Clerk Typist and Junior Clerk:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	616.50	656.62	696.59	734.76
Jan 1/06	631.91	673.04	714.00	753.13
Jan 1/07				

Group 8 - Office Messenger:

	First 6 Mos.	After 6 Mos.	After 1 Yr.
Jan 1/05	579.66	604.17	656.70
Jan 1/06	594.15	619.27	673.12
Jan 1/07			

**CIRCULATION -
OUTSIDE SALES DIVISION**

Group A -

Supervisor:

	First Year	After 1 Yr.
Jan 1/05	1407.93	1449.00
Jan 1/06	1443.13	1485.23
Jan 1/07		

Group B - Senior District Representative:

Jan 1/05	1376.10
Jan 1/06	1410.50
Jan 1/07	

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

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Jan 1/05	924.94	995.88	1129.38	1242.28	1355.56
Jan 1/06	948.06	1020.78	1157.61	1273.34	1389.45
Jan 1/07					

Group D - City Traveller:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Jan 1/05	895.87	954.84	1016.40	1078.03	1139.61
Jan 1/06	918.27	978.71	1041.81	1104.98	1168.10
Jan 1/07					

Group E - Designated Assistant District Representative:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	876.54	954.84	1057.48	1084.11
Jan 1/06	898.45	978.71	1083.92	1111.21
Jan 1/07				

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 1/05	703.11	741.36	792.35	905.57	1003.53	1030.13
Jan 1/06	720.69	759.89	812.16	928.21	1028.62	1055.88
Jan 1/07						

Group G - Zone Office Clerk:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	876.54	954.84	1057.48	1084.11
Jan 1/06	898.45	978.71	1083.92	1111.21
Jan 1/07				

Group H - Public Service Representative-N.I.E.:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Jan 1/05	891.19	989.96	1079.19	1191.99	1355.56
Jan 1/06	913.47	1014.71	1106.17	1221.79	1389.45
Jan 1/07					

**CREATIVE
COMMUNICATIONS**

Group 1 - Art Director:

Jan 1/05	1541.41
Jan 1/06	1579.95
Jan 1/07	

Group 1A - Assistant Art
Director:

Jan 1/05	1448.14
Jan 1/06	1484.34
Jan 1/07	

Group 2 - Senior
Representative:

Jan 1/05	1368.90
Jan 1/06	1403.12
Jan 1/07	

Group 2A - Artist:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.	After 5 Yrs.	After 6 Yrs.
Jan 1/05	919.41	1012.58	1077.26	1171.88	1230.05	1348.38	1418.19
Jan 1/06	942.40	1037.89	1104.19	1201.18	1260.80	1382.09	1453.64
Jan 1/07							

Group 3 - Representative:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.	After 5 Yrs.
Jan 1/05	891.19	989.96	1079.19	1168.41	1238.13	1355.56
Jan 1/06	913.47	1014.71	1106.17	1197.62	1269.08	1389.45
Jan 1/07						

Group 4 - Intermediate Artist:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	880.24	920.29	1022.06	1110.72
Jan 1/06	902.25	943.30	1047.61	1138.49
Jan 1/07				

Group 4A - Secretary-Stenographer:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	737.48	774.83	813.86	910.48
Jan 1/06	755.92	794.20	834.21	933.24
Jan 1/07				

Group 5 - Assistant Representative:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	767.95	800.03	844.76	899.38
Jan 1/06	787.15	820.03	865.88	921.86
Jan 1/07				

Group 6 - Clerk:

	First Year	After 1 Yr.	After 2 Yrs.
Jan 1/05	751.97	800.57	844.33
Jan 1/06	770.77	820.58	865.44
Jan 1/07			

Group 7 - Junior Clerk and Clerk-Typist:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	616.50	656.62	696.59	734.76
Jan 1/06	631.91	673.04	714.00	753.13
Jan 1/07				

EDITORIAL

Group 1 - Chief Photographer, Co-ordinator Darkroom Electronic Imaging, Deputy Foreign Editor, Deputy National Editor, Deputy Sunday Editor, Editorial Cartoonist, Editorial Writer, Features Editor, Graphics Director, Head Copy Editor, Insight Editor, News Editor, Ottawa Bureau Head, Ottawa Editor, Page Editor, Photo Assignment/Picture Editor, Regional Editor, Special Sections Art Director, Starweek Editor, Team Editor, Travel Editor and Zones Editor:

Jan 1/05	1541.41
Jan 1/06	1579.95
Jan 1/07	

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, Wheels Editor, Condo Living Editor, Special Sections Editor and Supervisor Electronic Imaging:

Jan 1/05	1531.13
Jan 1/06	1569.41
Jan 1/07	

Group 2 - Articles Editor, Assistant Art Director, Assistant Entertainment Editor, Assistant Features Editor, Assistant Financial Editor, Assistant Foreign Editor, Assistant Head Copy Editor, Assistant Life Editor, Assistant National Editor, Assistant New In Homes Editor, Assistant Photo Editor, Assistant Sports Editor, Assistant Travel Editor, Book Editor, Children's Page Editor, Columnist, Deputy Graphics Editor, Fashion Editor, Food Editor, Home Editor, Science Editor and Weekend Editor:

Jan 1/05	1490.10
Jan 1/06	1527.35
Jan 1/07	

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 1/05	982.22	1076.71	1141.34	1235.88	1292.59	1391.24	1459.24
Jan 1/06	1006.78	1103.63	1169.87	1266.78	1324.90	1426.02	1495.72
Jan 1/07							

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

Jan 1/05	1481.51
Jan 1/06	1518.55
Jan 1/07	

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 1/05	919.41	1012.58	1077.26	1171.88	1230.05	1348.38	1418.19
Jan 1/06	942.40	1037.89	1104.19	1201.18	1260.80	1382.09	1453.64
Jan 1/07							

Group 3A - TSS Sales Representative, Supervisor Library and Research Services, Editorial Systems Support Specialist and Writer-in-Training:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.	After 5 Yrs.
Jan 1/05	879.06	919.41	1021.09	1109.58	1201.44	1377.14
Jan 1/06	901.04	942.40	1046.62	1137.32	1231.48	1411.57
Jan 1/07						

Group 3B - Production Co-ordinator:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	978.25	1062.40	1149.97	1355.56
Jan 1/06	1002.71	1088.96	1178.72	1389.45
Jan 1/07				

Group 3C - Technician Electronic Imaging:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	993.11	1075.73	1187.36	1285.60
Jan 1/06	1017.94	1102.62	1217.04	1317.74
Jan 1/07				

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

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	926.78	1003.91	1108.11	1199.78
Jan 1/06	949.95	1029.01	1135.81	1229.77
Jan 1/07				

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

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Jan 1/05	809.45	857.78	901.27	980.31	1156.15
Jan 1/06	829.69	879.22	923.80	1004.82	1185.05
Jan 1/07					

Group 4 - Star Probe Researcher:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	870.33	944.00	1048.26	1139.91
Jan 1/06	892.09	967.60	1074.47	1168.41
Jan 1/07				

Group 4A - Magazine Artist:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	880.24	920.29	1022.06	1110.72
Jan 1/06	902.25	943.30	1047.61	1138.49
Jan 1/07				

Group 4B - Assistant Library and Research Specialist:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	847.64	915.26	1011.79	1095.51
Jan 1/06	868.83	938.14	1037.08	1122.90
Jan 1/07				

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 1/05	745.55	793.90	837.39	916.45	1092.27
Jan 1/06	764.19	813.75	858.32	939.36	1119.58
Jan 1/07					

Group 5A - Community News Reporter:

	First Year	After 1 Yr.	After 2 Yrs.
Jan 1/05	919.41	1012.58	1077.26
Jan 1/06	942.40	1037.89	1104.19
Jan 1/07			

Group 5B - TSS Stockroom
Clerk:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	716.55	801.40	879.68	1054.48
Jan 1/06	734.46	821.44	901.67	1080.84
Jan 1/07				

Group 5C - Editorial Assistant:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Jan 1/05	729.45	766.27	804.69	895.94	974.33
Jan 1/06	747.69	785.43	824.81	918.34	998.69
Jan 1/07					

Group 5D - Syndicate Accounting Clerk:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Jan 1/05	731.88	784.27	830.20	869.90	958.22
Jan 1/06	750.18	803.88	850.96	891.65	982.18
Jan 1/07					

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 1/05	665.59	702.39	740.78	832.08	910.48
Jan 1/06	682.23	719.95	759.30	852.88	933.24
Jan 1/07					

Group 7 - Secretary-Stenographer and Library Clerk:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	737.48	774.83	813.86	910.48
Jan 1/06	755.92	794.20	834.21	933.24
Jan 1/07				

Group 8 - Stenographer-Typist:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	720.06	759.15	811.39	884.85
Jan 1/06	738.06	778.13	831.67	906.97
Jan 1/07				

Group 9 - Editorial Student Trainee:

Jan 1/05	846.59
Jan 1/06	867.75
Jan 1/07	

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

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	673.62	710.93	749.98	846.59
Jan 1/06	690.46	728.70	768.73	867.75
Jan 1/07				

Group 11 - Teletypist and Starweek

Listings:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	675.91	713.46	752.50	830.62
Jan 1/06	692.81	731.30	771.31	851.39
Jan 1/07				

Group 12 - TSS Clerk-Typist:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	680.35	720.47	760.44	798.64
Jan 1/06	697.36	738.48	779.45	818.61
Jan 1/07				

Group 13 - Clerk In Library:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	675.70	714.18	757.26	792.38
Jan 1/06	692.59	732.03	776.19	812.19
Jan 1/07				

Group 14 - Dicta-Typist and Shipper:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	627.99	666.42	709.55	744.64
Jan 1/06	643.69	683.08	727.29	763.26
Jan 1/07				

Group 15 - Clerk, Clerk-Typist and Receptionist:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	616.50	656.62	696.59	734.76
Jan 1/06	631.91	673.04	714.00	753.13
Jan 1/07				

Group 16 - Office Messenger:

	First 6 Mos.	After 6 Mos.	After 1 Yr.
Jan 1/05	579.66	604.17	656.70
Jan 1/06	594.15	619.27	673.12
Jan 1/07			

**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:

	First Year	After 1 Yr.
Jan 1/05	1407.93	1449.00
Jan 1/06	1443.13	1485.23
Jan 1/07		

Group 2 - Assistant to the Accounting Manager:

	First Year	After 1 Yr.
Jan 1/05	1138.72	1190.05
Jan 1/06	1167.19	1219.80
Jan 1/07		

Group 3 - Senior Customer Accounts Representative:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Jan 1/05	895.87	954.84	1016.40	1078.03	1139.61
Jan 1/06	918.27	978.71	1041.81	1104.98	1168.10
Jan 1/07					

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

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Jan 1/05	845.52	897.94	943.88	983.57	1071.86
Jan 1/06	866.66	920.39	967.48	1008.16	1098.66
Jan 1/07					

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

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Jan 1/05	784.46	836.82	882.81	922.51	1010.82
Jan 1/06	804.07	857.74	904.88	945.57	1036.09
Jan 1/07					

Group 3C - Research and Communications Representative:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.	After 5 Yrs.
Jan 1/05	836.88	881.76	941.74	1027.26	1049.90	1095.51
Jan 1/06	857.80	903.80	965.28	1052.94	1076.15	1122.90
Jan 1/07						

Group 3D - Senior Clerk - Research and Communications:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Jan 1/05	752.02	804.37	850.34	890.04	978.34
Jan 1/06	770.82	824.48	871.60	912.29	1002.80
Jan 1/07					

Group 3E - Senior Clerk Transient:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	799.80	838.85	890.68	958.22
Jan 1/06	819.80	859.82	912.95	982.18
Jan 1/07				

Group 4 - 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 1/05	799.80	838.85	890.68	958.22
Jan 1/06	819.80	859.82	912.95	982.18
Jan 1/07				

Group 4A - Intermediate General Accounting Clerk:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	787.55	826.57	878.40	945.95
Jan 1/06	807.24	847.23	900.36	969.60
Jan 1/07				

Group 4B - Secretary-Stenographer:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	737.48	774.83	813.86	978.12
Jan 1/06	755.92	794.20	834.21	1002.57
Jan 1/07				

Group 4C - Stenographer-
Typist:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	720.06	759.15	811.39	884.85
Jan 1/06	738.06	778.13	831.67	906.97
Jan 1/07				

Group 4D - Cashiers Clerk and Intermediate Accounts Co-ordinator:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	698.09	737.10	788.94	856.48
Jan 1/06	715.54	755.53	808.66	877.89
Jan 1/07				

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

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	673.62	710.93	749.98	846.59
Jan 1/06	690.46	728.70	768.73	867.75
Jan 1/07				

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 1/05	688.22	727.22	779.07	846.59
Jan 1/06	705.43	745.40	798.55	867.75
Jan 1/07				

Group 6A - Junior Accounts Clerk:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	724.68	764.78	804.79	842.98
Jan 1/06	742.80	783.90	824.91	864.05
Jan 1/07				

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

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	626.34	666.44	706.44	744.64
Jan 1/06	642.00	683.10	724.10	763.26
Jan 1/07				

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 1/05	616.50	656.62	696.59	734.76
Jan 1/06	631.91	673.04	714.00	753.13
Jan 1/07				

Group 9 - Office Messenger:

	First 6 Mos.	After 6 Mos.	After 1 Yr.
Jan 1/05	579.66	604.17	656.70
Jan 1/06	594.15	619.27	673.12
Jan 1/07			

Group 10 - (previously in Group 3) Assistant Supervisor in the following Divisions: General Accounting, Internal Audit, Purchasing, Postal and Messenger Services, General Telephoning, Credit and Collection and Office Services Representative:

Jan 1/05 1137.88
Jan 1/06 1166.33
Jan 1/07

**FINANCE AND
ADMINISTRATION
DATA PROCESSING**

Group 1 - Senior Programmer:

	First Year	After 1 Yr.
Jan 1/05	1297.51	1381.27
Jan 1/06	1329.95	1415.80
Jan 1/07		

Group 1A - Group Supervisor:

	First Year	After 1 Yr.
Jan 1/05	1407.93	1449.00
Jan 1/06	1443.13	1485.23
Jan 1/07		

Group 2 - Senior Supervisor:

Jan 1/05 1368.90
Jan 1/06 1403.12
Jan 1/07

Group 3 - Supervisor Data Processing:

	First Year	After 1 Yr.	After 2 Yrs.
Jan 1/05	1167.09	1269.08	1355.56
Jan 1/06	1196.27	1300.81	1389.45
Jan 1/07			

Group 4 - Intermediate Programmer:

	First Year	After 1 Yr.	After 2 Yrs.
Jan 1/05	1100.89	1187.66	1314.97
Jan 1/06	1128.41	1217.35	1347.84
Jan 1/07			

Group 4A - Lead Operator:

	First Year	After 1 Yr.	After 2 Yrs.
Jan 1/05	1045.85	1128.26	1249.23
Jan 1/06	1072.00	1156.47	1280.46
Jan 1/07			

Group 4B - Assistant Supervisor Data Processing:

Jan 1/05	1138.86
Jan 1/06	1167.33
Jan 1/07	

Group 5 - Junior Programmer:

	First Year	After 1 Yr.	After 2 Yrs.
Jan 1/05	897.08	1014.44	1136.46
Jan 1/06	919.51	1039.80	1164.87
Jan 1/07			

Group 6 - Senior Computer Operator:

	First Year	After 1 Yr.	After 2 Yrs.
Jan 1/05	958.22	1019.36	1105.57
Jan 1/06	982.18	1044.84	1133.21
Jan 1/07			

Group 7 - Senior Clerk Data Processing:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Jan 1/05	784.46	836.82	882.81	922.51	1010.82
Jan 1/06	804.07	857.74	904.88	945.57	1036.09
Jan 1/07					

Group 7A - Computer Operator:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Jan 1/05	731.88	784.24	830.20	869.90	978.12
Jan 1/06	750.18	803.85	850.96	891.65	1002.57
Jan 1/07					

Group 8 - Senior Keypunch Operator:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Jan 1/05	731.88	784.24	830.20	869.90	958.22
Jan 1/06	750.18	803.85	850.96	891.65	982.18
Jan 1/07					

Group 8A - Secretary-Stenographer:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	737.48	774.83	813.86	910.48
Jan 1/06	755.92	794.20	834.21	933.24
Jan 1/07				

Group 9 - Programmer Trainee and Junior Computer Operator:

	First 6 Mos.	After 6 Mos.	After 1 Yr.
Jan 1/05	736.24	800.42	896.65
Jan 1/06	754.65	820.43	919.07
Jan 1/07			

Group 9A - Stenographer-
Typist:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	720.06	759.15	811.39	884.85
Jan 1/06	738.06	778.13	831.67	906.97
Jan 1/07				

Group 10 - Keypunch Operator:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	699.48	738.47	790.33	876.61
Jan 1/06	716.97	756.93	810.09	898.53
Jan 1/07				

Group 11 - Intermediate Clerk and Machine Tender:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	688.22	727.22	779.07	846.59
Jan 1/06	705.43	745.40	798.55	867.75
Jan 1/07				

Group 12 - Clerk-Typist:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	616.50	656.62	696.59	734.76
Jan 1/06	631.91	673.04	714.00	753.13
Jan 1/07				

Group 13 - Office Messenger:

	First 6 Mos.	After 6 Mos.	After 1 Yr.
Jan 1/05	579.66	604.17	656.70
Jan 1/06	594.15	619.27	673.12
Jan 1/07			

NEWSPAPER LAYOUT DEPARTMENT

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

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	978.25	1062.40	1149.97	1355.56
Jan 1/06	1002.71	1088.96	1178.72	1389.45
Jan 1/07				

Group 2 - Intermediate Layout Person:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	923.38	983.57	1079.64	1229.71
Jan 1/06	946.46	1008.16	1106.63	1260.45
Jan 1/07				

Group 3 - Layout Co-ordinator:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	969.07	1018.83	1101.20	1189.86
Jan 1/06	993.30	1044.30	1128.73	1219.61
Jan 1/07				

Group 4 - Junior Layout Person:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	869.16	914.37	982.11	1071.86
Jan 1/06	890.89	937.23	1006.66	1098.66
Jan 1/07				

PUBLIC RELATIONS & PROMOTION

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

	First Year	After 1 Yr.
Jan 1/05	1428.46	1500.35
Jan 1/06	1464.17	1537.86
Jan 1/07		

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

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Jan 1/05	1014.01	1125.55	1226.85	1355.68	1541.41
Jan 1/06	1039.36	1153.69	1257.52	1389.57	1579.95
Jan 1/07					

Group 3 - Supervisor Public Service Bureau:

Jan 1/05	1046.36
Jan 1/06	1072.52
Jan 1/07	

Group 4 - Public Information Representative:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Jan 1/05	738.32	771.92	811.01	861.33	910.48
Jan 1/06	756.78	791.22	831.29	882.86	933.24
Jan 1/07					

Group 4A - Secretary-Stenographer:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	737.48	774.83	813.86	910.48
Jan 1/06	755.92	794.20	834.21	933.24
Jan 1/07				

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

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	767.95	800.03	844.76	899.38
Jan 1/06	787.15	820.03	865.88	921.86
Jan 1/07				

Group 5A - Public Service Bureau Clerk:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	695.89	733.01	780.75	865.86
Jan 1/06	713.29	751.34	800.27	887.51
Jan 1/07				

Group 6 - Plant Tour Guide:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	677.23	721.05	798.82	844.33
Jan 1/06	694.16	739.08	818.79	865.44
Jan 1/07				

Group 7 - Junior Public Information Representative:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	674.19	711.53	750.54	842.98
Jan 1/06	691.04	729.32	769.30	864.05
Jan 1/07				

Group 8 - Junior Clerk and Clerk-Typist:

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	616.50	656.62	696.59	734.76
Jan 1/06	631.91	673.04	714.00	753.13
Jan 1/07				

**SUMMER
STUDENTS**

Summer Students in All Departments except Advertising and Editorial (refer to Letter of Agreement)

	First Summer	Second Summer	Third Summer	Fourth Summer
Jan 1/05	626.34	666.44	706.44	744.64
Jan 1/06	642.00	683.10	724.10	763.26
Jan 1/07				

Appendix C Performance Based Incentive Plan

1. Eligibility

Full-time and part-time employees in outside sales positions in Retail Automotive, National Automotive, Local Retail, Major Retail, Multi-Market Retail, New in Homes, National PGA, National Financial/Technology, Star Week and Travel and full-time and part-time employees in inside sales positions in Retail Automotive, National Automotive, Local Retail, Major Retail, Multi-Market Retail, New in Homes, National Financial/Technology, StarWeek and Travel on staff as of April 24, 2005 shall have the voluntarily right to opt into the Performance Based Incentive Plan (the "PBIP").

Any new employees hired into inside or outside sales in the Advertising Department after April 24, 2005 will be hired into the new classifications of Commission Salesperson – Inside or Outside, who will not be on, nor have the voluntary right to participate in the PBIP.

2. Plan Document

The PBIP shall be governed by the rules and details set out in the Advertising Sales Staff Performance-Based Incentive Plan (the "Plan Document"). The Plan Document shall not form part of the Collective Agreement. If there is a discrepancy between the terms of this Schedule C and the Plan Document, the terms of the Plan Document shall prevail.

3. Plan Year

The Plan Year shall be the Retail Year. This year will run approximately from January 1st to December 31st. All dates referred to herein may be adjusted in order to match the Retail Year.

4. Compensation

A. Base Salary

Outside sales positions in the PBIP shall receive a base weekly salary of \$1190.25
Inside sales positions in the PBIP shall receive a base weekly salary of \$1049.55. The base weekly salary shall be adjusted by negotiated general wage increases.

B. Incentive Pay

Incentive Pay shall be earned and paid in accordance with the terms set out in the Plan Document.

5. Benefits & Pension

Life Insurance, Short-term Disability Benefits, Long-term Disability Benefits and Pensions shall be provided in accordance with the terms set out in the Plan Document.

6. Quotas & Targets

Quotas and Targets shall be as set out in the Plan Document.

7. Changes to Categories or Territories

A. Structural Change in Category - Recommendations for 'quota relief' can be made to the PBIP Steering Committee, in accordance with the terms of the Plan.

B. Transition Period for new Territories – A transition period may be provided to a salesperson who moves from one category under the PBIP to another category under the PBIP, in accordance with the terms of the Plan.

8. Administration of the Plan

The Company will administer the Plan in a fair and reasonable manner. The Parties are agreed however that the right to grieve is limited to those issues, and on those terms, set out in paragraph 7 above.

The terms set out in this Appendix C shall apply to employees working in inside or outside sales positions that are covered by the PBIP as of April 24, 2005.

Appendix D Commission Salesperson Classifications

1. New Classifications

There shall be two new sales classifications added to the Advertising Department entitled Commission Salespersons – (Outside Sales) and Commission Salespersons – (Inside Sales) effective upon ratification of the renewal collective agreement.

For the purposes of this proposal, inside and outside sales positions in the categories that have been identified as part of the PBIP are the "PBIP categories" (i.e.: the 54 positions) and the inside and outside sales positions that are in the categories that have not been identified as part of the PBIP (i.e.: the Outside and Inside positions in the categories of internet, real estate/rentals, recruitment, Special Sections, Special Projects and Promotions and the two inside sales positions in National PGA) are the "non-PBIP categories".

2. Duties and Responsibilities

The duties and responsibilities of employees in these new classifications shall be as assigned by the Company and can be the same as the duties and responsibilities of employees in the existing classifications of Advertising Salesperson (Outside Sales representatives) and Commercial Telephone Salesperson (Inside Sales representative) under the collective agreement.

3. Hiring of Staff into New Classifications

Except as provided below, all employees hired into an inside or outside sales position after the date of ratification shall be hired into these new commission salesperson

classifications. Any current Star employee may apply to vacancies in these new commission salesperson classifications.

4. Terms and Conditions of Employment for New Classifications

(A) Collective Agreement Provisions

Except as provided herein, the new commission salesperson classifications are covered by all provisions of the collective agreement.

(B) Compensation and Benefits

a) General Principle

The compensation and wages (including pension, benefits, premiums and vacation) and hours of work for each person hired into the new classifications will be determined by the Employer. "Compensation" means a compensation structure based on a split between commission and base salary.

b) Salary Benchmark

The Employer agrees that if all or a portion of the Commission Salesperson's wages are based on a commission structure, the wage rate used as the "benchmark" shall be the current (2004) top rate of the position of Advertising Salesperson (Outside Sales) (\$1322.50 weekly) and for the position of Commercial Telephone Salesperson (Inside Sales) (\$1166.16). For example, a Commission Salesperson (Outside Sales) employee who is to be paid salary based on a 60% (commission) and 40% (wage) split shall have a base rate of \$529.00. General wage increases negotiated as part of the renewal collective agreement shall apply to the salary benchmark.

c) Internal Candidate - Pension and Benefit Coverage

Should an internal candidate be the successful candidate for a vacancy for a Commission Salesperson position in a PBIP category, the employee shall maintain the same benefit entitlements except:

- pensionable earnings shall be based on actual earnings (commission plus base) in the new position;
- short and long term disability benefits entitlement shall be calculated based upon an averaging of actual earnings over the prior twelve months, or in the event the period of employment is less than twelve months, benefit entitlement shall be based on a prorated averaging;
- life insurance shall be based on total earnings (commission plus base) in the twelve-month period prior to death; and
- vacation entitlement shall be in accordance with the collective agreement and vacation pay shall be based on an averaging of actual earnings (commission plus base) for the prior calendar year.

- An employee's pension and benefit entitlement remains subject to the terms of the pension and benefit plan documents.

d) External Candidate - Pension and Benefit Coverage

- (i) Should an external candidate be the successful candidate for a vacancy for a Commission Salesperson position in a PBIP category and the Employer determines that

1. the salary structure for the candidate will be a split between commission and base, and
2. the percentage (%) allocated to the base component is 70% or greater of the salary structure, then
3. the employee shall receive pension and benefits in accordance with the terms of the collective agreement except:

- pensionable earnings shall be based on actual earnings (commission plus base) in the new position;
- short and long term disability benefits entitlement shall be calculated based upon an averaging of actual earnings (commission plus base) over the prior twelve months, or in the event the period of employment is less than twelve months, benefit entitlement shall be based on a prorated averaging;
- life insurance shall be based on total earnings in the twelve-month period prior to death and;
- vacation entitlement shall be in accordance with the collective agreement and vacation pay shall be based on an averaging of actual earnings (commission plus base) for the prior calendar year.
- An employee's pension and benefit entitlement remains subject to the terms of the pension and benefit plan documents.

- (ii) In all other instances, should an external candidate be the successful candidate for a vacancy for a Commission Salesperson position in a PBIP category, the Employer shall determine the terms of the pensions and benefit coverage that will be provided to the employee but further agrees that:

- pensionable earnings, if in a defined benefit plan, shall be based on actual earnings (commission plus base);
- short and long term disability benefits entitlement will be calculated based on a twelve month averaging of actual earnings (commission plus base), or in the event the period of employment is less than twelve months, benefit entitlement shall be based on a prorated averaging;

- life insurance shall be based on total earnings in the twelve-month period prior to death;
- vacation entitlement will be no less than 3 weeks and vacation pay shall be based on an averaging of actual earnings (commission plus base) for the prior calendar year;
- Dental as in the collective agreement;
- EHC as in the collective agreement;
- AD&D as in the collective agreement; and,
- An employee's pension and benefit entitlement remains subject to the terms of the pension and benefit plan documents.

e) Hours of Work, Scheduling and Premiums

The Employer shall set the hours of work and premiums, if any, applicable to a position. The Employer agrees to discuss these issues with the Union prior to the hiring of the first person into either of the new classifications.

The parties agree to continue discussions regarding these issues pursuant to the terms of the Living Agreement Letter.

f) Changes to the Terms and Conditions of Employment

The Employer may review the commission and base salary components of a Commission Salesperson on an annual basis and may make adjustments or changes to the same, such that:

- (i) any changes will be applicable to the employee's next year of employment; and
- (ii) will result in the potential for improved or increased commission or base pay for the employee.

Any other changes in terms of employment of a Commission Salesperson can only be made on agreement between the employee and the Employer and cannot be a breach of the terms of this proposal. In the event such changes are agreed to, the Union will be advised of the changes.

5. Trial Option and Training Opportunities for Certain Incumbents

(a) Trial Option

The Company recognizes the concerns raised by the Union with respect to the potential for career progression for employees in the classifications of Inside Sales, Sales Coordinator, Ad Taker, TSS Sales Representative and District Representatives (Sales). Accordingly, the Company is prepared to agree that when the Company has determined a vacancy exists in a non-PBIP category position and has posted such vacancy, those employees who are on staff as of the date of ratification in the above classifications will be provided with the following options:

(1) the right to apply for the vacancy;

(2) if the employee is the successful candidate, the right to elect whether to transfer to the existing salary plan for the non-PBIP position or to transfer to the new classification of Commission Salesperson; and, at the option of the Company, the additional option of transferring to the PBIP;

(3) the right to elect to return to their previous position for a period of six (6) months from the employee's first day in the non-PBIP category position or such greater period of time (but not longer than twelve (12) months in total) agreed upon between the employee and the Employer. The Union will be advised in the event of such an agreement;

and,

(4) If the employee elects to transfer to the Commission Salesperson classification, the employee's compensation and benefits shall be as set out in 4 (B) above. For the sake of clarity the employee's benefit entitlements would be as set out under 4 (B) (c).

b) Training Opportunity

The Employer agrees that the February 4, 2003 (now dated April 24, 2005) Memorandum Outside the Collective Agreement regarding Training – Career Development in Advertising (as necessarily amended as a result of the terms of this proposal) applies to the first posting for a permanent vacancy in a non-PBIP position, so long as the successful candidate for the vacancy is an employee covered under 5(a).

c) Expiry of Protection

Once a vacancy in a non-PBIP position has been posted and filled under either 5(a) or 5(b), any vacancy in such position thereafter shall be treated as a new classification and compensation and benefits for such vacancy shall be as set out in 4(B). For the sake of clarity, the benefits entitlement would be determined in accordance with 4(B)(d) if the successful candidate is an external candidate.

This paragraph 5(c) would not apply to the first time a vacancy in a position is posted and;

- a. the successful candidate under 5(a) elects to return to the employee's prior position during the trial period; or
- b. a training opportunity is provided under 5(b) and the candidate is unsuccessful.

In each of such circumstances, paragraph 5(c) would apply to the second posting for the vacancy.

This paragraph 5(c) would also not apply to a temporary assignment posting in a non-PBIP position that is posted to cover a leave of absence. However, should the employee on the temporary assignment become permanent in that position, the provisions of this paragraph 5(c) shall apply.

6. Employee Transfer

a. Transfer Initiated by Management

In the event management decides to transfer an employee in an Inside or Outside Sales position, who is not on the PBIP and is not a Commission Salesperson, to another Inside or Outside Sales position, that employee has the following options:

- (i) elect to stay on the employee's existing compensation plan;
- (ii) elect to transfer to the Commission Salesperson compensation plan; or,
- (iii) if offered by the Employer, transfer to the PBIP.

In addition, in effecting such transfers management will endeavour to transfer an employee to a territory with comparable commission revenue potential. Further, the salesperson may be provided with a transition period that would be determined by Management. In determining whether to provide a transition period, the factors Management will consider may include, but are not limited to, a salesperson's experience in the industry/market, knowledge of the industry/market/advertisers, etc. For like categories, there may be no transition period. For unlike categories, a transition period will be provided. When a transition period is provided, the duration shall be determined, with staff input, by Management and shall be up to twelve (12) months.

The Vice President of Advertising shall make the final determination of the provision of a period.

A salesperson that transfers to a new category will, for any transition period be paid the greater of:

- (i) the actual earnings of the salesperson in the category from which the employee transferred; or

- (ii) that earned by the salesperson in the category to which they were transferred.

After any transition period a salesperson's compensation is determined based upon the salesperson's classification and category.

b. Transfer Initiated by the Employee:

In the event that an employee requests and is granted a transfer to another position, the employee shall also transfer to the compensation plan of the new position. However, in the event the position to which the employee transfers is:

- (i) compensated at 100% of the base salary, the employee can elect to transfer to the Commission Salesperson compensation plan or, if offered by the Employer, transfer to the PBIP; or
- (ii) on the PBIP, the employee can elect to transfer to the Commission Salesperson compensation plan.

7. Vacancy

When the Employer determines that a vacancy arises in a PBIP category or in the new Commission Salesperson classifications, and the Employer determines that the vacancy shall be filled, the vacancy will be posted as a new classification and will be filled in accordance with the provisions of Article 8 of the Collective Agreement.

When the Employer determines that a vacancy arises in a non-PBIP category and the Employer determines that the vacancy shall be filled, the vacancy will be posted and filled in accordance with the provisions of Article 8 of the Collective Agreement, as modified by the provisions of this proposal.

Nothing herein restricts the Company's rights to determine if a vacancy exists in any classification or whether any such vacancy shall be filled, as set out in Article 8.

8. Union Leave

- Should an employee in the outside or inside sales classifications take an approved leave of absence for union business or an approved paid leave for a period of greater than two days (subject to such other period as may be discussed pursuant to the terms of the Living Agreement Letter) the employee can apply to the employee's Manager to request relief in the established targets for the pay period in which the leave occurs because the employee's ability to achieve the employee's established targets has been negatively impacted. Such requests shall be given reasonable consideration.

9. Draws Against Commission

The Company will discuss the issue of a draw against earned commission where the commission component of the compensation model is 60% or greater.

10. Communication Commitment

The Employer acknowledges that, in any instance where commission is a component of the employee's compensation (established pursuant to the collective agreement), it is important that the Employer communicates accurate sales information and reports to affected employees in a timely manner. Accordingly, the Employer commits to using its best efforts to ensure such communications meet this standard. The Employer also commits to meeting with the Union, at the Union's request, in the event issues arise regarding the accuracy and timeliness of the communication of sales information and sales reports. Furthermore, the Employer commits to delivering targets, objectives, goals etc. to affected employees in a timely way.

11. Bereavement and Jury Leave

a. Leaves of Absence

The Employer agrees that where commission is a component of an employee's compensation (as established pursuant to the Collective Agreement), the Employer will calculate a day's pay (under Article 1005) and a day of regular pay (under Article 1006) by: dividing the employee's total compensation (base plus commission) paid to the employee for the previous calendar year by fifty two (52) and then by five (5).

b. Requests for Relief

Where such an employee takes a paid leave of absence other than under Articles 10, 11, and 12 for a period of greater than one week (subject to such other period as may be discussed pursuant to the terms of the Living Agreement Letter) the employee can apply to the employee's Manager to request relief in the established targets for the pay period in which the leave occurs. Such requests shall be given reasonable consideration.

12. Clarity Note:

Nothing herein shall in any way constitute any limitation on the right of the Company to contract out work or any acknowledgement on the part of the Company of the same.

List of Employees regarding Clause 1701 (z)

Last Name	First Name
Anderson	Gregg
Aprahamian	Garo
Arrogante	Andrea
Bennett	Joan
Berezuc	Darlene
Birdsall	Ronald
Briggs	Robert
Broderick	Maria
Burt	William
Campbell	Roderick
Carrabs	John
Crawford	William
Dawson	Maureen
Devenish	Robert
Doherty	Martha
Doris	Mark
Duncanson	Kelly
Elder	Jeanne
Fрати	Luci
Funston	John
Galand	April
Gillan	Kathleen
Goodwin	Glenn
Gubb Nearing	Deanna
Hambly	Kathy
Harris	Stephen
Hashimoto	Gail
Henry	Julie
Holton	James
Houghting	Deborah
Humphries	Robert
Hurst	Kellianne
Knight	Angie
Labella	Laura
Le Donne	Yolanda
Lennon	Daria
Maguire	Annabel
Marzari	Elizabeth

Matthews	Douglas
McBurney	Joan
McCardle	Tracy
Mcdowell	John
McNair	Trisha
Middleton	Rebecca
Morris	Janet
Morris	Pamela
Morton	Suzanne
Mozewsky	Michael
Murchison	JoAnne
Neville	Lynne
Newell- Chestnut	Amanda
Nishimura	Lynda
Nolan	Norma
Panchalingam	Maithily
Pastore	Grace
Pearce	Jane
Poissant	Dawn
Prentice	Catherine
Price	Robert
Rains- King	Donna
Ratanji	Maggie
Remers	Karen
Rhodes	Jacqueline
Ricci	Jennifer
Richards	Catherine (Anne)
Roberts	Kelly
Sanders	Kelly
Smith	Mark
Smith	Robert
Smith	Sharon
Staniland	Elspeth
Stollery	Ann
Tanko	Myra
Taylor	Gillian
Thompson	Myra
Tsapis	David
Warren	Terrance
Wheeler	Phyllis
Wilson	Diane
Wylds	Clare

Appendix E

Dispute Resolution Procedure – PBIP and Commission Salesperson Classifications

It is the intention of the parties that the administration of the PBIP and any compensation plan of an employee in the Commission Salesperson – Inside or Commission Salesperson –Outside Classifications shall be fair and reasonable.

Individual Complaints:

Step 1:

- A. Employees will first discuss any complaints or inquiries with their direct supervisor. Following that discussion, the employee may refer any complaints or inquiries to the PBIP/Commission Salesperson Classification Steering Committee (the “Committee”).

The Committee shall be comprised of the Advertising Controller; a non-impacted Advertising management representative (from a different category and team); the Advertising HR business partner; the manager of compensation; the Guild observer; plus, at the discretion of the Union, the affected employee involved in the dispute.

Step 2:

The Union and the Employer shall also establish a dispute resolution committee (DRC) with equal representation of union and management of up to three members from the Union and up to three members from the Employer represented. The purpose of the Committee is to address disputes regarding:

- Issues relating to the budgetary process including forecasting realized rates, setting targets and quotas, determining and approving contract rates, assignments to accounts and territory assignments.
- Revision of targets where it is argued that an adjustment is required because of the effect of leaves of absences, structural change; delayed budgets, allowances, adjustments and make goods; and loss of revenue through the reassignment of accounts without fault of the salesperson.
- A change of a Commission Salesperson’s commission split where it is alleged that the change has been made for punitive or disciplinary reasons; and.
- The length of transition income protection periods.

Where the dispute is not resolved by the DRC, the matter may then be referred by the employee to the VP of Advertising for consideration and adjustment, if required, and finally to the Director of Labour Relations for final resolution.

Step 3:

The Union shall have the right to file a grievance under Article 26 regarding the PBIP or regarding the wages and commission split of an employee in the Commission Salesperson Classification only on the following terms and with respect to the following issues (and after following the dispute resolution process set out above.)

1. The Union can grieve the business rationale of the following management decisions on the grounds that such decisions were not made on an objective basis:
 - a. Forecasting realized rates
 - b. Setting targets and quotas
 - c. Determining and Approving contract rates
2. The Union can grieve where it is alleged that a Commission Salesperson's hours of work have been changed after such hours were established by the employee upon hire or transfer or where it is alleged that an error has been made in a payment to an employee.
3. It is agreed that if management's decision regarding the items in 1 above is found to have been made on an objective basis, the decision is also fair and reasonable.
4. For the sake of clarity, the Union cannot file grievances with respect to territory or account assignment or any matter not set out in paragraph 1 or 2 above.

Policy Issues:

Step 1:

Where the union wishes to discuss a matter of general importance or policy in respect of the PBIP or the compensation plan of a Commission Salesperson, it may raise the issue at the departmental labour-management committee. With proper notice, the Director of Labour Relations shall also attend.

Step 2:

The Union may file a grievance pursuant to Article 26 only in relation to a breach of Schedule D.

**HISTORICAL SUPPLEMENTAL
AGREEMENTS AND LETTERS TO THE
MAIN 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 4th day of February, 2003.

RE: PODS

I. Aims and Purposes

The aims and purposes of this agreement are to implement and administer a restructuring of work in the Advertising Department at the Toronto Star. The focus of this restructuring shall be a "pod system" of integrated work teams consisting of several work classifications. The "pods" will be supported by "pools" of employees in related work classifications. It is understood that the spirit of creating integrated work teams will involve a greater overlap of non-core job duties in a team concept.

The implementation of the restructuring will include a significant element of experimentation and reevaluation of the initial plan. The parties have not ruled out the possibility that they may need to negotiate amendments to this agreement which are driven by modifications to the restructuring plan that are not foreseeable at the moment.

The supporting principles of this restructuring endeavor are:

- a. a joint and cooperative effort by management and the employees as represented by their bargaining agent;
- b. a commitment to improving customer service;
- c. a commitment to improving teamwork by relaxing traditional notions of "job orders" and encouraging employees in different classifications to assist each other in providing customer service;
- d. a commitment to ongoing training and career development assistance for employees within the department;
- e. a commitment to evaluate the pay rates of jobs significantly affected by the restructuring; and
- f. a commitment to preserve the employment and income security of all affected employees.

II. Advertising Department Joint Committee

There shall be an Advertising Department Joint Committee comprising up to four representatives from each of the parties to this agreement. The Committee shall be charged with the responsibilities of implementation, operation and interpretation of this Agreement. Decisions shall be by consensus. An alleged violation of this agreement may be subject to the grievance and arbitration provisions of the collective agreement.

III. Training and Career Progression

- a. The parties to this Agreement are committed to establishing and implementing a comprehensive training program to support the objectives underlying this agreement. The Joint Committee will be charged with the responsibility of program design, planning and implementation. In particular, to the extent possible, prior to the redeployment phase of the restructuring and subsequent thereto, the Company will provide cross-training which is designed to prepare employees for any new job duties that they may be required to perform as part of this restructuring. Also, to the extent possible, prior to the redeployment phase of the restructuring, any employee affected by the restructuring as identified in this agreement in the department who wishes to apply for an anticipated vacancy in a higher paid classification will have the opportunity for training in that position.
- b. Opportunities for career advancement are fundamental to high employee morale and excellent customer service. Therefore the company will continue to offer regular developmental opportunities within the department. This shall include, if required, short term (eg. 6 months) temporary promotions.
- c. The Company agrees that it is committed to internal hiring within the Company as the preferred method of filling job vacancies. Therefore it will promote internal candidates who are suitable and qualified.
- d. The Company shall maintain a practice of regular performance reviews. The focus of the reviews will include past performance in relation to future training and career progression. It is understood that any serious deficiency in work performance shall be brought to the attention of the employee as it may occur

rather than waiting for the performance review.

The parties will implement a revised job competition protocol, as attached in Appendix A.

IV. Transitional Measures

- a. Composing room employees

The current staff of Ad Builders will receive full credit for their company service in determining their seniority date within the Guild bargaining unit. In the event of job loss, none of these staff will be entitled to bump any other employee in the bargaining unit, or be bumped by any other employee in the bargaining unit. Layoff will be by reverse order of seniority within this group of Ad Builder employees. (New hires as Ad Builders following the date of this agreement will be subject to the terms of the collective agreement in the same manner as all other employees). Any other entitlements (i.e. shift preferences, vacation scheduling) shall continue to be based upon seniority and/or priority dates within the Ad Builder group of employees. The current staff of Keyboard Operators, Machine Monitors and Proofreaders will receive full credit for their company service in determining their seniority date within the Guild. Proofreaders shall be treated as a separate group and Keyboard Operators/ Machine Monitors shall also be treated as another separate group, each in the same manner as the Ad Builders, for the purpose of layoff, vacation scheduling and shift preferences.

It is the intention of the Company to merge the duties of the Keyboard Operators, Proofreaders, and Copy Processors under the Copy Processing job classification Group 8A. In the event of job reduction in this classification, no

current Guild member may be laid off if the former incumbents of the Keyboard Operator or Proofreader positions are performing or will perform any of the duties of the former Copy Processing position as described in the job description attached as Appendix C of this agreement.

Scheduling of vacations among current Composing Room staff shall continue to be within work groups as according to past practice.

Hours of Work - Four day workweek: The parties agree to meet status quo without prejudice to either party. It is the Company's intention to place all new hires on a five day workweek.

b. Pay Adjustments

It is agreed that the restructuring of work may require adjustments in wage classification rates. However no current employee will have their pay affected negatively. Employees currently in wage classifications that are downward adjusted will be grandparented. "Grandparented" means that these employees will progress in the normal course along the classification grid that existed prior to the downward adjustment and these employees shall also receive all future economic increases that are negotiated in collective bargaining. - See Appendix B - Pay Adjustments.

c. Redeployment

During the initial stages of restructuring there will be positions, in the same classification, that are redeployed from one location or work group to another (e.g. from an existing work area to a new "pool", or to a "pod"). Management reserves the right to make these assignments at its discretion. The assignment selection shall take into

consideration employee preference, skills and performance. Assignment(s) are to be reviewed within a three-year period.

The restructuring will also require the filling of new positions and/or increased complement of existing jobs. Employees who wish to move from their own position to another job in a different wage classification shall have an opportunity to do so as provided in article 8 of the collective agreement.

d. Job Security

The Company will not layoff or reduce the hours of any employee as a direct result of this restructuring. The company reserves its right to layoff or reduce hours as a result of other business considerations, subject to the Collective Agreement.

V. Classification Reassignments, Title Changes, and Transfers from Composing

1. Classification Reassignments (based on current staff levels)

a)

Service Representative (Group 6)	7 (6 FT/1 PT)
Pod - Adjusting Pool	4 (3 FT/1 PT)
# to be reassigned	3

b)

Copy Processor (Group 8A)	8
Pod - Ad Central	4
# to be reassigned	4

- c) Eliminate Head Copy Processor (Group 5A) classification and incumbent to be reassigned , post the Intermediate Layout Person (Group 2) classification in Newspaper Layout Department
- d) Eliminate Asst. Head Copy Processor (Group 6B) classification and incumbent to be reassigned

Complete posting/hiring process for all additions before determining need for reassignments. If reassignment is required, it will be done by reverse seniority and "grandparenting" will apply as per IV. b.

2. Title Changes

Head Service Rep (Adjusting) becomes Senior Service Rep. (Adjusting Pool) Group 3A

Head Service Rep (Cut Desk/ Room) becomes Senior Service Rep (Ad Central) Group 3A

Graphic Clerk and Traffic Clerk become Ad Coordinators (new title) Group 9

Admarc Coordinator Group 7 becomes Service Coordinador Group 7

Int. Sales Coordinator, Commercial Telephone Salesperson and Ad Taker - new titles to be determined

3. Transfers from Composing (based on current staff levels)

Ad Builders	32
Keyboard Operators	7
Proofreaders	2
Machine Monitors	2

Ad Clerk 1

- Ad builders assigned to Pods and Production Pool Group 6B
- Keyboard Operators assigned to Ad Central as Copy Processors Group 8A
- Proofreaders assigned to Ad Central as Copy Processors Group 8A
- Machine Monitors and Ad Clerk assigned to Ad Central as Ad Coordinators (new title) Group 9

VI. Work Jurisdiction

It is recognized that the Company is adding to the Guild's work jurisdiction some of the work currently performed in the Composing Room. This work is being added to the Advertising Department. The Guild acknowledges that the Company has the discretion to determine how this newly added work will be supervised and managed. It is the Company's current intention to have this work supervised and managed by the Pre-Press Department which will continue to fall outside the ambit of the Guild Collective Agreement. Therefore, and for greater certainty, no exclusions for any positions in the Pre-Press Department or its management are required. It is also understood that Article (2102) of the Collective Agreement applies.

VII. Implementation

The transfer of work jurisdiction (referred to under VI) to the Guild shall be effective date of ratification of the renewal Collective Agreement. However, all other provisions shall not take effect until January 1, 1999, at which time the Composing Room employees

identified herein shall transfer into the Guild bargaining unit.

VIII. Agreement in Principle

The foregoing forms the Agreement in Principle between the parties.

**APPENDIX A
JOB COMPETITION PROTOCOL**

1. The purpose of this job competition protocol is to ensure that promotions and transfers are determined by the company in a manner that is in compliance with the collective agreement, and is widely perceived to be fair and impartial.

2. To accomplish this purpose, the company agrees to implement the following:

- job postings will contain all the key job requirements, or provide candidates with access to documents that outline these requirements;
- if necessary, a "screening" process that only rejects applicants without an interview if they fail to meet basic qualifications. The screening process will be recorded in writing. Applicants shall not be rejected because of mere technical deficiencies in their applications and shall be offered a reasonable opportunity to correct those deficiencies;
- prior to the interview process, the selection committee shall determine the relative weighting of each portion of the candidate evaluation process, including the interview, any written test, past work record, past relevant experience, performance reviews, and reference checks. Those weightings shall be reasonably related to the requirements of the position;

- interview questions shall be standard for all candidates;
- members of the selection committee shall score their own evaluations of the interview, past work record and relevant experience. "Consensus" may be sought for the final selection of a candidate but not for the actual evaluations;
- where members of the selection committee are, or have been, in the direct line of supervision over a candidate, the member shall declare this to the other members of the committee and the committee shall make every effort to solicit a separate reference check for that candidate.
- the job competition interview panel will include one Guild observer to be appointed by the Guild.

**APPENDIX B
PAY ADJUSTMENTS**

1. Ad Builder classification to be added to Group 6B under Article 10. Pay grid as follows:

First Year	After 1 Year	After 2 Years
\$760.92	\$797.60	\$887.99

2. Keyboard Operators and proof-readers to be merged with Copy Processor classification as Group 8A under Article 10. Pay grid as follows:

First Year	After 1 Year	After 2 Years	After 3 Years
\$702.86	\$737.51	\$770.52	\$793.83

3. Intermediate Sales Coordinator moves from Group 6C to Group 6B
4. Machine Monitors to be merged with Ad Clerks under new job title of Ad Coordinators as Group 9.
5. Ad Builder Rate: The parties agree that the Ad Builder classification Group 6B may be subject to a job rate review during the term of the Collective Agreement in the event that the duties of the position change, e.g. more creative work. It is understood that any such job rate review shall not be subject to the grievance procedure.

APPENDIX C **JOB DESCRIPTIONS**

KEYPUNCH OPERATORS

Primary Functions

Input text for Display orders on the Mac server or CCI server.

- Input Editorial text and coding into SII system on a P.C. or Coyote terminal.
- Assign and format text for Editorial e.g. STOCK, TABLES, SPORTS
- Download Mutual funds and output to typeset.
- Proof read ad copy after Ad Builders complete and some Editorial news pages and copy.
- Track Editorial hard copy that requires Key punching by date and section.

COPY PROCESSOR

Primary Functions:

PURPOSE: Enter on line orders for billing and text, space reservations, changes and cancellations into ADMARC, CEES, ADSERT.

JOB DUTIES:

- Enter ad orders into CEES and ADMARC systems.
- Enter Insert orders into ADSERT system.
- Alphabetize and file all original ad copy and Inserts.
- Enter ads for Advertising remnant program into ADMARC.
- Verification of all orders for complete information. e.g., adtype, position, deadlines.
- Logging all orders by classification.
- Contact by phone/fax credit:
 - a) clear X status
 - b) open new accounts
 - c) add new contract information
 - d) advise sales of outcome when required.
- Fax orders for Insert documentation to Circulation and Mailing Room.
- Process Classified and Display ad material to Cut Desk or Cut Room for delivery to Composing.
- Return all orders (green) waiting for material to Sales staff.

- Back up to Sales Co-ordinators and Voluntary Ad taker (Cross training program ongoing.)
- Back up to Head Copy Processor and ADMARC/Systems co-ordinator - (Cross training program ongoing).
- Back up to Voluntary and Commercial Sales during System downtime.

PROOFREADER

Primary Functions:

Proof read ad text and mark corrections on hard copy of proof and/or proof and make corrections to news text on terminal.

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

Howard Law	Mike Holochuk
Ann Maguire	Sharon Fagan
Libby Stephens	Maureen Dawson
George Stepaniuk	

TORONTO STAR NEWSPAPERS LIMITED
PER:

Alan K. Bower	Jim Fealy
Sharon Dean	Lou Macchiusi
Glenn Simmonds	Mark Spencer
Alan Christie	

**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 4th day of February, 2003.

**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:

- i. 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:

PER:

Howard Law Mike Holochuk

Ann Maguire Sharon Fagan

Libby Stephens Maureen Dawson

George Stepaniuk

TORONTO STAR NEWSPAPERS LIMITED
PER:

Alan K. Bower Jim Fealy

Sharon Dean Lou Macchiusi

Glenn Simmonds Mark Spencer

Alan Christie

- 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.
- ii. In addition to the foregoing the employee so assigned shall be paid any differential required by Clause (716) of the Collective Agreement.
 - iii. 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.
 - iv. 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.
 - v. 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.

**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 4th day of February, 2003.

**RE: TERMS & 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

CEP, LOCAL 87-M
SOUTHERN ONTARIO NEWSPAPER GUILD

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 (1110) 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 (1110).

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

Howard Law Mike Holochuk
Ann Maguire Sharon Fagan
Libby Stephens Maureen Dawson

George Stepaniuk

TORONTO STAR NEWSPAPERS LIMITED
PER:

Alan K. Bower Jim Fealy

Sharon Dean Lou Macchiusi

Glenn Simmonds Mark Spencer

Alan Christie

Dated this 4th day of February, 2003.

March 26th, 1998

Mr. Howard Law
Executive Officer
CEP, Local 87-M
Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

Dear Howard:

Re: TSTV Feed

This is to confirm our understanding regarding the conditions under which we have assigned to the Editorial Department work connected with the supply of a news feed to TSTV:

1. In the event that The Star is the supplier of a news feed for TSTV, the Guild shall have jurisdiction over the bargaining unit work done in the Editorial Department in creating the material for the feed. TSTV may choose to be supplied by The Star and/or other sources at their discretion.
2. The Star news feed, once created, is the property of The Star, and may be remarketed, resold or otherwise reused by The Star.
3. The initial demands for this service necessitate the addition of two News Editor, Group 1 positions.
4. Existing News Editors will not be compelled to rotate through the TSTV feed assignment.
5. This agreement is without prejudice to the parties' respective positions in regard to Labour Board File No. 3694-97-R. Neither party will introduce into evidence the agreement reached in collective bargaining, or proposals tabled in bargaining, pertaining to TSTV.

Yours very truly,

Jagoda S. Pike

Alan Bower

March 26th, 1998

Mr. Howard Law

Executive Officer
CEP, Local 87-M
Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

Dear Howard,

The provisions of the Collective Agreement that apply to the Delivery-Garage, Realty, and Terms and Conditions of Employment for Inserters are omitted for editorial purposes only and are still in force. For reference purposes, the full text of these provisions may be found in the Collective Agreement between the parties that was in effect January 1, 1995 to December 31, 1997.

Sincerely,

Jagoda S. Pike

Alan Bower

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

April 27, 2002

Mr. Howard Law
CEP, Local 87-M
Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

Dear Howard:

RE: Groupings and Titles

The provisions of the Collective Agreement that apply to the following positions:

- Style Editor
- Star Probe Editor
- Deputy Saturday Editor
- Sunday Magazine Art Director
- Sunday Magazine Managing Editor
- Perspective Editor
- Video Magazine Editor
- Fast Forward Editor
- Spotlight Editor

are omitted for editorial purposes only and are still in force.

For reference purposes, the full text of these positions may be found in the Collective Agreement between the parties that was in effect from January 1, 1998 to December 31, 2001

Yours truly,

Alan Bower

AGREEMENT

Between

TORSTAR ELECTRONIC PUBLISHING LTD.

c.o.b. as

TORSTAR.COM

and

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

SOUTHERN ONTARIO NEWSMEDIA GUILD

Effective

January 01, 2005 to December 31, 2007

TABLE OF CONTENTS

	PAGE
PREAMBLE	186
ARTICLE 1	<i>Recognition</i> 186
ARTICLE 2	<i>Dues Deduction and Representation</i> 186-187
ARTICLE 3	<i>Information</i> 187-188
ARTICLE 4	<i>Management Rights</i> 188
ARTICLE 5	<i>Hours of Work</i> 188-189
ARTICLE 6	<i>Seniority</i> 189-190
ARTICLE 7	<i>Hiring, Promotion and Transfer</i> 190-192
ARTICLE 8	<i>Layoffs</i> 192-194
ARTICLE 9	<i>Grievance Procedure</i> 194-195
ARTICLE 10	<i>Arbitration</i> 195
ARTICLE 11	<i>Discipline And Discharge</i> 195-196
ARTICLE 12	<i>No Strike Or Lockout</i> 196
ARTICLE 13	<i>Leave of Absence</i> 196-198
ARTICLE 14	<i>Paid Holidays</i> 198-199
ARTICLE 15	<i>Vacations With Pay</i> 199-201
ARTICLE 16	<i>Health And Safety</i> 201
ARTICLE 17	<i>Group Registered Retirement Savings Plan (RRSP)</i> 201
ARTICLE 18	<i>Benefits</i> 201
ARTICLE 19	<i>Part-Time And Temporary Employees</i> 202-204
ARTICLE 20	<i>Miscellaneous</i> 204-205
ARTICLE 21	<i>Severance Pay</i> 205
ARTICLE 22	<i>Training</i> 205-206
ARTICLE 23	<i>Salaries</i> 206-207
ARTICLE 24	<i>Duration and Renewal</i> 207-208

**SUPPLEMENTARY LETTERS
AND AGREEMENTS**

	PAGE
<i>RE: Co-op Students</i>	209
<i>RE: Meal Periods</i>	209-210
<i>RE: Union and Management Communications</i>	210
<i>RE: Long Term Disability, Duty to Accommodate and Return to Work</i>	210-211
<i>RE: Portability of Service</i>	211-212
<i>RE: Minimum Salaries</i>	212
<i>RE: Administration of the Training Opportunities in Article 22 of the Collective Agreement</i>	212-213
<i>RE: Health & Wellness</i>	213-214
APPENDIX "A" Profit Sharing Plan	215-219
APPENDIX "B" Torstar.Com Salaries	219-221

PREAMBLE

This Agreement is made between Torstar Electronic Publishing Ltd. c.o.b. as Torstar.com, hereinafter known as the Employer, and the Communications, Energy and Paperworkers Union of Canada, Local 87-M, Southern Ontario Newsmedia Guild, hereinafter known as the Union.

ARTICLE 1 - RECOGNITION

- 1.1** The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Employer in the City of Toronto, save and except the Director of Electronic Publishing General Manager, Controller, Secretary to the General Manager, and students employed during the school vacation period.
- 1.2** The Employer will not employ summer students in excess of 20% of the number of full-time equivalent bargaining unit employees.
- 1.3** The Employer shall not assign to any employee outside the bargaining unit covered by the agreement any work now done by employees within the bargaining unit, if the assignment(s) should cause a layoff of bargaining unit employees. For clarity, "employees" outside the bargaining unit means employees of torstar.com (eg. General Manager, Secretary to the General Manager, Controller).
- 1.4** In the event of a dispute as to whether a person exercises managerial functions or is employed in a confidential capacity

in matters relating to labour relations, the matter shall be referred to the Ontario Labour Relations Board for determination. The parties agree to abide by the decision of the Ontario Labour Relations Board and to include or exclude the person accordingly.

ARTICLE 2 - DUES DEDUCTION AND REPRESENTATION

- 2.1** All employees in the bargaining unit who were members of the Union on January 22, 1999 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.
- 2.2** All persons accepting employment in the bargaining unit on or after January 22, 1999 shall become Union members within twenty days from the date of commencing employment, and shall, as a condition of employment, remain Union members in good standing for the period of this Agreement.
- 2.3** The Union 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 Newsmedia Guild.
- 2.4** 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 Newsmedia Guild and calculated in accordance with the terms below) and to remit the total of such deductions by cheque to the Treasurer of the Union before the end of the month following the month in which the deductions are made. The Employer shall, when remitting dues, give the names of the employees from who 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.

In this Article the term "regular union dues" shall have the same meaning and limitations as provided for in sub-section 47(2) of the Labour Relations Act, R.S.O. 1990, Chapter 47(2) as amended.

2.5 The monthly remittance of dues to the Union, 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.

2.6 In consideration of the Employer's agreement as stated above, the Union 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.

2.7 In addition to the foregoing, the Employer agrees on the written authorization from the Union to deduct general assessments as required by CEP Local 87-M, Southern Ontario Newsmedia Guild and to remit the deductions by cheque to the Treasurer of the Union before the end of the month following the month in which the deductions are made.

2.8 The Employer acknowledges the right of the Union to elect or appoint one (1) Steward for days one (1) Steward for nights. The Union may also elect or appoint alternates to the designated Stewards on the understanding that such alternates shall act only in the absence of the designated Steward. The Union will notify the Employer in writing who the Stewards are, and of any changes.

2.9 Upon receiving two (2) weeks notice the Employer shall grant any employee who is a delegate to the Representative Council of the Union time off without pay to attend the monthly or special meetings of the Council provided the employee reports to work for any portion of his or her scheduled shift which does not conflict with the meetings, allowing for reasonable traveling time.

ARTICLE 3 - INFORMATION

3.1 The Employer shall furnish to the Union, in writing:

- (i)** 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.

- (ii) Within one (1) month reports of resignations, retirements, deaths, and any other revisions in the data listed in (i) with effective dates.

When a leave of absence under the terms of Article 13 is granted, the Union will be informed in writing.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 The right to hire, assign duties, retire, promote, classify, reclassify, layoff, recall, demote, transfer, discharge, suspend or otherwise discipline employees for cause, to maintain order, discipline and efficiency, to determine complement and the number of employees required from time to time, to schedule working hours, to extend, curtail or cease operations, and to establish and enforce rules and regulations governing the conduct of its employees, is the exclusive function and responsibility of the Employer, subject to the terms and conditions of this agreement. All matters concerning the operations of the Employer not specifically dealt with herein shall be reserved to the Employer and be its exclusive responsibility. 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.

- 4.2 The Union recognizes that the Employer shall have the exclusive right to assign work and to determine from time to time and at any time, the person or classification to which its work shall be assigned. The assignment of work to a particular person or classification shall not limit the right of the Employer to re-assign such work to another person or classification.

ARTICLE 5 - HOURS OF WORK

- 5.1 It is recognized that the requirements of the operations necessitate working varying daily hours and therefore flextime arrangements designed to facilitate the most practical and efficient operation shall, where appropriate, continue in effect for the duration of this Agreement. Flextime arrangements shall be subject to the approval of the Management
- 5.2 The regular work week shall consist of thirty-seven and one-half (37 ½) hours, exclusive of an unpaid lunch period.
- 5.3 Any overtime hours worked must be authorized in advance by Management. All hours worked in excess of 37 ½ hours in the work week shall be paid at one and one-half (1 ½) times the employee's regular rate of pay.
- 5.4 All shifts in excess of 5 hours shall include an unpaid meal period to be taken not less than 2 hours from the start of the shift. Normal meal periods are 30 minutes.

5.5 At the discretion of the Employer, employees may take up to 15 minutes of relief time during each 4 hours worked.

5.6 An employee whose working schedule requires him or her to work the majority of their working hours between 6:00 p.m. and 6:00 a.m. shall be paid thirteen dollars (\$13.00) for each shift so worked.

ARTICLE 6 - SENIORITY

6.1 Seniority shall be determined by an employee's length of continuous service with the Employer, subject to the following procedures:

(i) An employee whose service began with regular part-time employment and then was hired full-time without a break in service, will have their service calculated on the basis of the sum of the part-time hours divided by thirty-seven and one-half (37 ½) hours to arrive at weeks (months, etc.) and this service shall be added to their full-time employment to arrive at a starting date, which will be used to establish their length of service for purposes of seniority.

(ii) An employee whose service began with regular full-time employment, and who then worked part-time, and then resumed full-time employment without any break in service, will have their service calculated using the same formula as in (i); that is, the service shall be added together to arrive at a starting date which will be used to establish their length of service for purposes of seniority.

6.2 New employees shall be on probation until they have worked one hundred and thirty (130) shifts. The probationary period may be extended by mutual agreement. Upon completion of the probationary period the employee shall be granted seniority with credit from the original start date. The Employer may dismiss a probationary employee for any reason whether the probationary period is extended or not.

6.3 An employee's continuity of service shall be broken, seniority lost, and their employment terminated when he or she:

(i) voluntarily terminates his or her employment;

(ii) is laid off by the Employer for a period exceeding twelve (12) months;

(iii) fails to notify the Employer of his/her intention to return to work within five (5) days after notification of recall from lay-off, or fails to report to work within two (2) weeks after notification by the Employer;

(iv) is absent without contact with the Employer for three (3) consecutive shifts, unless a satisfactory explanation is given;

(v) fails to report for work after the end of the authorized leave of absence unless a satisfactory explanation is given;

- (vi) is terminated or, in the case of a seniority employee, is terminated for cause;
- (vii) when an employee, during the first two (2) years following the initial period of Short Term Disability who is no longer considered to be totally and permanently disabled, refuses to return to his or her regular job classification.

6.4 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 based upon a coin-flip.

6.5 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 Article 13.3 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 the employee's seniority will be bridged, meaning the employee will be given credit for seniority previously accrued to

the date of commencement of the leave and from the date of return to active employment forward, but not credit for the period while on the leave of absence.

6.6 The Employer agrees to maintain seniority lists for regularly employed full-time employees and separate lists for regularly employed part-time employees, showing the date from which seniority accumulates for each employee. An updated copy of the listings will be provided to the Union at the end 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 of such employee.

Temporary employees shall not establish seniority under this Agreement.

6.7 An employee who is in the Union bargaining unit but who then transfers to an excluded position for some period of time shall on his/her return to the Union bargaining unit have his/her seniority bridged, meaning that he/she would be given credit for seniority previously accrued in the Union bargaining unit, but not credit for service to the Company while outside the Union bargaining unit.

ARTICLE 7 – HIRING, PROMOTION AND TRANSFER

7.1 The Employer will post notice of all vacant positions (in excess of 6

months) within the bargaining unit for a period of five (5) working days and agrees to receive an application from any bargaining unit employee desiring to apply on the vacant position. Any qualified internal applicants shall be granted an interview and the Employer will be precluded from seeking suitable external candidates until first consideration has been given to qualified bargaining unit employees. Upon request, an internal candidate who is refused an interview or is not granted the position is entitled to a brief written explanation of the Employer's reasons.

7.2 In awarding the position, the Employer shall choose the successful applicant on the following bases:

- a) Seniority; and
- b) Skill, experience, educational qualifications, individual abilities, reliability and attendance.

It is understood that where applicants are able to perform the work in question and are relatively equal in their qualifications as referred to in paragraph (b), then seniority will govern the selection of the successful candidate. The determination of an employee's qualifications is the responsibility of the Employer with the understanding that the Employer will permit the employee to take a test or trial period whenever the Employer believes that such a test or trial period would be helpful in reaching a determination.

During any trial period, if the employee determines that he/she does not want to continue in the job or if the employee is not suitable, the employee shall return to his/her former job. All employees who had been promoted or transferred as a consequence of the employee's successful application shall likewise revert to their former positions.

7.3 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. Further step-up increases in the new classification shall be paid starting with the payday next after the anniversary of employment in that higher classification.

7.4 An employee temporarily transferred to a higher classification, for a period of one (1) week or more, shall receive the salary rate to match the salary in that classification next above that received in the lower classification.

The sole exception to the above paragraph is that an employee temporarily transferred to 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.

7.5 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, the employee shall be covered by the Collective Agreement and shall receive a premium rate of 5% higher than his/her actual salary for each full shift worked.

7.6 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.

Employees covered under the terms of this Supplementary Agreement may be considered for vacancies in departments or divisions identified in the preamble of the main Union Agreement.

For the purpose of this Clause only, the provisions of Article 802 apply when an employee covered under the terms of the Supplemental Agreement applies for a vacancy in a department identified in the preamble of the main agreement. If such employee is not the successful candidate for such vacancy, the employee can file a grievance pursuant to Article 9 of this Supplemental Agreement. It is agreed that any employees under the Supplemental Agreement shall

not be entitled to a trial period under (802) and that such trial periods under Article (802) will not apply.

Note: Appendix D of the Main Union Agreement shall not and does not apply to employees covered under the terms of the Supplemental Agreement.

ARTICLE 8 - LAYOFFS

8.1 When it is determined by the Employer that a reduction in the workforce is necessary, not less than sixty days notice shall be given to the Union and the employees affected.

8.2 The Employer will give the Union and employees as much advance notice as practicable of technological change which can reasonably be anticipated to necessitate a staff reduction affecting employees in the bargaining unit, but in any event the Employer will enter into discussions with the Union as to reducing the disruption of employment and the feasibility of employing existing staff in connection with the new technology. In the event that technological change necessitates a reduction in staff Clause 8.1 will apply.

When the Employer intends to contract out work that has been regularly performed by members of the Bargaining Unit, and when such contracting out results in a reduction of staff, Clause 8.1 will apply. The Employer will meet with the Union to discuss its decision and to enter into

discussions to attempt to reduce the impact on staff.

8.3 Layoffs of any employee(s) within any classification shall be based upon reverse seniority provided the remaining employees have sufficient skills to perform the work within two weeks orientation and/or training. If an employee is unable to perform the job after the orientation/training period, the employee shall be laid off with severance pay as provided in Article 21.

8.4 Within the forty-five day notice period mentioned above, the Employer shall consider requests for voluntary resignations from other employees in the work classification groups involved. If approved, such employee(s) shall be paid the amount of severance pay provided for in Article 21.

8.5 Prior to requiring a layoff, the affected employee(s) shall be offered the opportunity to be placed into any bargaining unit vacancy for which he or she is qualified.

8.6 An affected employee may bump the most junior employee in an equivalent or lower classification provided the position is held by a more junior employee and provided he or she has the proven skill, ability and aptitude to competently perform the job. Any employee wishing to bump must do so within one week of receiving their notice of layoff.

8.7 An employee who bumps into a position in an equivalent or lower classification shall be paid no less

than his or her current rate, or the top minimum for that equivalent or lower classification, whichever is less.

8.8 The person so displaced may exercise a similar right to bump in accordance with Article 8.5 within one week, or he or she may elect to take severance pay equal to that provided by Article 21.

8.9 Any employee who is laid off under this Article shall receive no less than thirty (30) days' notice.

8.10 Recall of laid off employees to available vacancies shall prevail over Article 7 (Hiring, Promotion & Transfer). Affected employees shall be offered reinstatement to employment in the classification held prior to layoff on the basis of seniority, in reverse order of their layoff, before other help may be employed. Notification of recall shall be by letter addressed to his or her last known address on the Employer's records with a copy sent to the Union. The recall rights will not extend for a period longer than eighteen (18) months.

8.11 During layoff, seniority shall not be broken but shall not accrue, subject to the time limits specified under Article 6.3 (ii).

8.12 Any period of employment for which severance pay has actually been paid, shall not be counted as service in calculating the amount of severance 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.

8.13 If there is a vacancy in a Department covered under the Preamble of the Main Union Agreement, an employee of Torstar.com who is subject to lay off under this Article, may elect to transfer to a vacancy in a Department or Division covered in the Preamble of the Main Collective Agreement, if such a vacancy exists, subject to skill, ability and aptitude to perform that work. Alternatively, such employee would have rights to bump and/or displace under the terms of this Article.

shall not be unreasonably withheld);

- (b) the time is devoted to the prompt handling of grievances; and
- (c) the handling of grievances does not interfere with the efficient operation of the business.

9.4 In the case of an employee grievance or group of identical employee grievances, the following procedure shall be observed:

ARTICLE 9 – GRIEVANCE PROCEDURE

9.1 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.

9.2 A grievance shall include any dispute or disagreement, including any question as to whether a matter is arbitrable, that arises between the parties.

9.3 In order to facilitate the investigation and handling of grievances, a Steward shall be permitted to leave the Steward's work station during working hours without loss of pay, provided that:

- (a) the Steward has obtained the prior consent of the Steward's immediate supervisor (which consent

STEP 1

An employee, accompanied by an Union representative, if desired, shall within fifteen (15) working days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the grievor, raise the matter orally with Management [change reference?]. If a satisfactory settlement is not reached within five (5) working days the grievance may proceed to Step 2.

STEP 2

If a satisfactory settlement is not reached at Step 1 then the grievance must be presented in writing, within five (5) working days of the completion of Step 1, to the Vice President of Electronic Media (or his/her designate), who will convene a grievance meeting to discuss the matter. Union representation shall consist of the grievor, Union steward and, if necessary, the Local Representative of the Union. The

Step 2 reply shall be given in writing within ten (10) working days of the grievance meeting.

If requested, the time limits or steps described above may be waived or extended by mutual consent. The decision of the parties shall be confirmed in writing.

9.5 A Union, policy or Company grievance may be initiated at Step 2.

9.6 Whenever any time limit is established in this Article such time limit shall be deemed to be exclusive of Saturdays, Sundays and recognized holidays.

ARTICLE 10 - ARBITRATION

10.1 The arbitration procedure may be invoked only at the written request of either party hereto and provided this request is submitted within twenty (20) days from the date of receipt of the final answer in the grievance procedure.

10.2 The party requesting arbitration will submit to the other party the names of single arbitrators and the other party will reply, either accepting one of the proposed arbitrators or submitting a list of single arbitrators, within ten (10) days of receipt of the moving party's list. If the parties cannot agree on a single arbitrator within a further (10) days, then the Minister of Labour for the Province of Ontario will be asked to appoint an arbitrator to hear the matter.

10.3 If either party requests an arbitration board, the procedure

will be followed as per Clause 10.1 and 10.2 by each party appointing a nominee to an arbitration board.

10.4 Each party shall bear the expenses of its appointee, if used, and will jointly share the expense of the chairperson or single arbitrator.

10.5 The single arbitrator or arbitration board shall not have the power to alter or change any of the provisions, nor to give any decision inconsistent with the terms or provisions of this Agreement.

ARTICLE 11 – DISCIPLINE & DISCHARGE

11.1 No employee, other than an employee who at the time of discharge has not completed the probationary period specified in Article 6.2, shall be discharged or disciplined except for just cause.

11.2 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 Union Steward. Management 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 Management shall send for, a Union Officer or some other Union member.

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

11.4 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 or files which are developed in connection with the grievance procedure.

Torstar.com 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 Management. The Employer agrees to provide an employee with an opportunity to read his or her personnel file on the premises and in the presence of a representative of Management within a reasonable period of time following receipt of such written request. An employee shall have the right to have corrected any confirmed error of fact in his or her personnel file.

It is understood that personnel files and information contained therein are the property of the Employer.

11.5 It is agreed that written letters of warning and reprimand shall be removed or deemed to be removed from an employee's personnel file 24 months from the date of issue. Records of suspension(s) shall be removed or deemed to be removed 30 months from the date of issue.

In the application of the above language, the time limit provisions will not apply should further discipline be imposed within the above-referred time periods. For added clarity, the disciplinary file will remain fully active in this instance for all progressive discipline purposes.

The foregoing will have no effect on the Employer's right to rely on past conduct beyond these time limits to establish that the employee knew or ought to have known the Company's disciplinary rule. The Employer agrees not to use such reliance for the purpose of progressing disciplinary sanction(s) beyond what the specific conduct would warrant without consideration of the previous offence.

ARTICLE 12 - NO STRIKE OR LOCKOUT

12.1 The Employer agrees that during the term of this Agreement there will be no lockout as defined under the Labour Relations Act. The Union agrees that during the term of this Agreement there shall be no strike as defined under the Labour Relations Act.

ARTICLE 13 – LEAVE OF ABSENCE

13.1 GENERAL LEAVE: An employee may submit a written request to Management for leave of absence without pay specifying the reason for and duration of the leave. Requests must be submitted at least four (4) weeks in advance and will be given due consideration based on their merits and the requirements of the operations.

13.2 BEREAVEMENT LEAVE: In the event of the death of a spouse, common law spouse (including same sex partner), children or step-children, parent, parents-in-law, step-parent, legal guardian, brother or sister, brother in law, sister in law, grandparent, or grandchildren, an employee shall be eligible at his or her option for one (1) to a maximum of five (5) consecutive calendar days off with pay for bereavement leave for any regularly scheduled days not worked during the five calendar days immediately following the day of death.

Nothing described in the above, precludes the Company from granting additional time off, with or without pay, for compassionate reasons.

13.3 PREGNANCY & PARENTAL LEAVE:

Employees shall be granted pregnancy and parental leave in accordance with the Employment Standards Act and the following conditions:

- (i) Extensions of the pregnancy and parental leave beyond fifty-two (52) weeks shall be granted, subject to the needs of the operations.
- (ii) One (1) month's notice shall be given by the employee prior to the expected commencement of the leave.

(iii) An employee who takes pregnancy or parental leave beyond fifty-two (52) weeks shall have his/her vacation period and pay adjusted on a pro-rata basis.

(iv) 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.

(v) The Employer will provide a supplemental employment benefit (SUB plan) pursuant to and upon receipt of appropriate regulatory approval. The SUB plan will pay to an employee granted a leave under this article, who has applied and qualified for pregnancy benefits under the Employment Insurance Act, an amount equal to thirty-five percent (35%) for the difference between the employee's regular weekly salary and the employment insurance benefits paid to the employee for the employee's fifteen (15) weeks of paid pregnancy employment insurance benefits. An employee who terminated employment prior to or with in eight (8) weeks after her return to employment shall reimburse the Employer for the SUB benefits paid

by the Employer to the Employee.

13.4 A regular employee called for jury duty will be paid the difference between jury duty and his or her regular pay while serving, upon production of a copy of the jury notice, if requested.

13.5 Upon request in writing, a leave of absence shall be granted to an employee elected or appointed as a 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 four 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.

13.6 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 of up to one year.

Re-instatement of the employee after the leave is contingent upon

the employee possessing sufficient skills to be able to perform the work within a two-week orientation/training period.

If the employee does not meet the skills requirements at the expiry of the two-week period, their employment will be terminated and they will be provided with severance in accordance with Article 21.

13.7 (a) If an employee enters military service of the Canadian government during a state of war or under compulsory military service, the terms of military leave, last published in the collective agreement between the parties expiring December 31, 2004, shall apply. These terms shall also apply to employees hired as replacements.

(b) 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 (13.1) of this Agreement.

ARTICLE 14 - PAID HOLIDAYS

14.1 Employees will be entitled to the following paid holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

14.2 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.

14.3 Employees required to work on a paid holiday will be paid at one and one-half times their regular rate for all hours worked or, at the employee's option, will receive another day off at a time of the employee's choosing, subject to the approval of Management

14.4 An employee may exchange up to three holidays provided for in Article 14.1 for a day of holiday more appropriate to the individual's personal religious beliefs. This is subject to the proviso that where work is not available on all Article 14.1 holidays, the employee must choose substitution for an Article 14.1 holiday on which work is available for that employee. An employee wishing to make an 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 an Article 14.1 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 an Article 14.1 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.

An employee making an exchange shall do whatever work is assigned by the Employer at the employee's regular straight-time rate of pay.

14.5 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.

ARTICLE 15 - VACATIONS WITH PAY

15.1 The vacation year is the calendar year.

15.2 Employees in their first calendar year of employment will receive vacation pay for that year at the rate of one and one-half days for each month's service to a maximum of fifteen (15) days.

15.3 Employees who have completed the specified period of service by December 31 of each year shall receive paid vacation the following basis:

Employees with less than 12 months of continuous service shall receive one and a half days per month with a maximum of fifteen (15) days.

After one (1) year of continuous service - Three (3) weeks.

After five (5) years of continuous service - Four (4) weeks.

After ten (10) years of continuous service – five (5) weeks.

After twenty five (25) years of continuous service – six (6) weeks.

Vacation pay shall be equal to 6% (8% for four weeks' vacation) of the employee's gross earnings (exclusive of vacation pay) in the calendar year preceding the employee's vacation.

- 15.4** In arranging the vacation schedule the Employer shall determine the number of employees needed at all times in order to maintain an efficient and orderly operation. Vacations in each vacation group shall be arranged by the Employer according to length of service. Vacation lists shall be posted 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.

If necessary, seniority shall be the determining factor in granting priority between conflicting requests, provided operational requirements have been met.

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 more than two (2) consecutive weeks of vacation unless all two (2) week vacation periods have been

arranged for other members of the same vacation group.

- 15.5** When a paid holiday occurs during an employee's vacation period, the employee shall be entitled to a day off at a time to be mutually agreed between the employee and the Employer.

- 15.6** An employee who, during the applicable vacation year, is absent in excess of one (1) month or in the case of pregnancy or parental leave fifty-two (52) weeks, shall have the vacation period and pay adjusted on a pro-rata basis.

- 15.7** 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 31 of the following year. Except as set forth in this section, vacation cannot be carried over to increase the vacation in any subsequent year

- 15.8** An employee on Short Term Disability benefits will continue to accrue vacation credits as though he/she had worked his or her regular work schedule during the Short Term Disability period

- 15.9** Payment of Long Term Disability benefits as provided for in Article 18 will not commence until all vacation credits have been exhausted.

- 15.10** An employee is entitled to request up to one week of their total

vacation entitlement, which may be taken in individual days, subject to the proviso that this clause will be administered in such a way that the Company will not incur any additional costs, and there is no interference in the efficiency of the operation. The Company and the Union will discuss the implementation of this article in respect of the employees who are scheduled to work non-standard work weeks (e.g. a mix of four and five-day work weeks).

ARTICLE 16 - HEALTH AND SAFETY

16.1 A bargaining unit health and safety representative shall be appointed and shall fulfil his/her responsibilities as prescribed under Section 8 of the Ontario Occupational Health and Safety Act.

16.2 The parties will make all reasonable efforts to protect the health and safety of employees.

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.

16.3 The Employer agrees to provide assessment and treatment services, to a maximum of \$1500 per calendar year per full time employee for musculo-skeletal injuries, including soft-tissue injuries such as repetitive strain

injury, through the services of a professional physiotherapy rehabilitation provider. Part-time employees shall also be eligible on a pro-rated basis.

16.4 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.

16.5 The Employee will be required to sign waiver releasing information on the assessment and progress of treatment to the Employer.

ARTICLE 17 – GROUP REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

17.1 Employees may participate in the Group RRSP commencing the first of the month following the completion of one (1) year's service. Employees shall contribute a percentage of salary and the Employer will match their contribution in accordance with the following table:

- 1 - 3 years of service – employee may contribute to a maximum of 2% of salary – Employer will match 50% of employee's contribution.
- 4 - 9 years of service – employee may contribute to a maximum of 4% of salary – Employer will match 75% of employee's contribution.
- 10+ years of service – employee may contribute to a maximum of 6% of salary – Employer will match 100% of employee's contribution.

ARTICLE 18 – BENEFITS

18.1 All full-time employees shall participate in the group benefits plan selected by the Employer.

18.2 The Employer agrees to pay 100% of the cost of the Ontario Health Insurance Plan and of the Supplement thereto, and of the Sun Life 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 Sun Life Plan for Extended Health Care at no additional cost shall apply to persons on Long Term Disability.

Effective January 1, 2006, all full-time employees will have an after tax deduction of \$4.00 per week deducted from their pay for an Extended Health Care Premium. Part-time employees will also have the weekly Extended Health Care Premium deducted from their after tax pay on a prorated basis based on hours paid.

18.3 The Employer will pay the premium cost insurance 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.

18.4 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.

18.5 Subject to the following and the Employer's unilateral right to change carriers, dental services shall be as provided in the Sun Life, Policy #25206 (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;
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:

- (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;
- (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; and
- (iv) an orthodontic benefit of 50% co-insurance with the Company to a lifetime maximum of \$1,500 per dependent, under 19 years of age.

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 on a proportionate basis of the hours worked.

18.6 Subject to the terms of the insurance company's plan the Employer will provide a basic Sun Life Vision Care Program at a benefit level of \$200.00 towards the purchase of prescription eye glasses or contact lenses once every 24 months, with the plan assuming the cost up to \$200.00 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 \$200.00. Part-time employees shall be permitted to participate in this benefit on a proportionate basis.

18.7 Holding in common the principle that comprehensive health care for all persons is a desirable objective, the Company and the union mutually undertake to review and share information regarding existing health programs, including group health and welfare plans and attendance management practices, covering bargaining unit

employees. The parties agree to convene a meeting annually, or more or less frequently if mutually agreed, with the participation of all the company's union bargaining agents.

18.8 Common-law spouse shall be defined for all purposes of this Collective Agreement, 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.

18.9 The first five (5) sick days in a calendar year will be paid at 100%. Thereafter 75% of salary to a maximum of 26 weeks subject to medical evidence, if requested.

ARTICLE 19 – PART-TIME AND TEMPORARY EMPLOYEES

19.1 A part-time employee shall be defined as:

- (i) an employee who is regularly scheduled to work no more than 3 full shifts per week and whose hours are not more than 2/3 (two-thirds) of the normal work week for full-time employees; or
- (ii) an employee whose hours of work may fluctuate from day to day or week to week but would not be more than 2/3 (two-thirds) of the normal workweek for full-time employees when averaged over a four week period.

19.2 With the exception of Article 5, but not 5.6, part-time employees shall be covered by all provisions of this Agreement and shall receive proportionately all conditions of this Agreement.

19.3 Part-time employees who work more than their normal scheduled hours shall be paid at the straight time rate for hours worked, and at the overtime rate of one and one-half (1 ½) times their regular rate when the total hours worked in the week exceed thirty-seven and a half (37 ½) hours.

19.4 For the purpose of Article 6, part-time and temporary employees shall be on probation until they have worked nine hundred and seventy-five (975) hours.

19.5 Part-time employees may be given the opportunity to work full time on a temporary basis in accordance with Clause 19.7, provided the employee has the necessary skills to perform the assignment. While on a temporary full-time assignment part-time employees will maintain their status.

19.6 A temporary employee is one who is hired to:

- (i) cover a general leave of absence of up to 6 months; or
- (ii) a leave of absence for reasons of pregnancy, parental leave, education leave, Union leave, sickness or long term disability; or

- (iii) work on a special project or assignment for up to 6 months

All of the above leave periods may be extended by mutual agreement of the parties.

The Union shall be notified in writing as to the nature and duration of any temporary hiring.

19.7 Temporary employees shall be covered by all provisions of this Agreement except Articles 5.2, 6, 7, 13, 14, 15, 17 and 18.

19.8 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. 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 scheduled hours will receive a sick benefit not less than those scheduled hours for any and all days of sickness, in accordance with Clause (18.9), subject to their entitlement to sick pay as set out above.

ARTICLE 20 – MISCELLANEOUS

20.1 EXPENSES

The Employer shall pay all authorized expenses incurred by

the employee in the service of the Employer, if supported by vouchers or receipted bills.

20.2 HUMAN RIGHTS

The Employer and the Union agree to comply with the Ontario Human Rights Code in all respects and, in particular, there shall be no discrimination against any individual contrary to the enumerated grounds within the Code (e.g. sex, race, age, family status, etc.). The Employer and the Union also agree that there shall be no harassment of any employee.

20.3 BULLETIN BOARD

The Employer agrees to provide a bulletin board for employees covered by this contract for the use of the Union.

20.4 UNION ACTIVITY

The Company recognizes the rights of union stewards and officers under the Ontario Labour Relations Act to discharge their duties. It is to be recognized that such union activities must not undermine or inhibit the Company's legitimate interests.

ARTICLE 21 – SEVERANCE PAY

21.1 Upon dismissal, except dismissal for cause, an employee shall receive pay in a lump sum equal to one weeks' pay for each six (6) months of continuous service or major fraction thereof with the Employer, to a maximum of fifty-two (52) weeks' pay.

21.2 Employees who are named to be displaced pursuant to Article 8.2 and who resign prior to the commencement of a retraining and relocation procedure shall receive dismissal pay at the rate of one weeks' pay for every five (5) 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 retraining or relocation procedure shall receive dismissal pay at the rate of one weeks' 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.

ARTICLE 22 – TRAINING

22.1 The parties agree that it is in the best interests of the Employer and the employees to encourage and sponsor ongoing training of staff.

22.2 When an employee is requested by the Employer to take a special educational course or program, the Employer will pay the full cost of the course plus required course materials.

22.3 When an employee takes a course on his/her own initiative, the Employer will refund between 25 – 75% of the cost of tuition fees to a maximum of \$750.00 per calendar

year as per the administration of training opportunities agreement.

To qualify for educational assistance an employee must:

- (i) Be employed on a full time basis for at least 6 months.
- (ii) Attend a recognized educational institution approved by the Employer.
- (iii) Be employed on a full-time basis upon completion of the course.

To apply for educational assistance, an employee must provide Management with the name of the proposed course, name of the school, course duration, starting date and completion date and tuition fee. The request must be submitted in writing prior to the commencement of the course. The employee will be notified in writing of the acceptance/rejection of their request.

22.4 To obtain re-imbusement of the tuition fee as per the administration of training opportunities agreement, the employee must provide the Employer with evidence of successful completion of the course.

ARTICLE 23 - SALARIES

23.1 Minimum salaries for all full, part-time and temporary employees covered under this Agreement are set out under Schedule A attached hereto.

23.2 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.

23.3 Except in cases of redeployment as a result of the layoff procedure or demotion because of demotion for cause, 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 above 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 as referred to above.

23.4 When the Employer introduces a new or revised job classification, it shall set the salary rate. Any dispute as to the classification or salary level may be referred to the grievance procedure

If the matter is referred to arbitration, the arbitrator, in determining the appropriate salary level shall be limited to a finding based on internal equity within the bargaining unit.

23.5 In addition to the above eligible employees will participate in the "Profit Share Plan for Unionized Employees of The Toronto Star" ("The Plan"). The Plan, attached as Appendix "B", shall remain in

effect for the duration of the collective agreement.

ARTICLE 24- DURATION AND RENEWAL

24.1 This Agreement shall take effect on January 1, 2005, and remain in effect until December 31, 2007. Either party may initiate negotiations for a new Agreement within ninety (90) days of the termination date of the Agreement. During negotiations, all terms and conditions of this Agreement shall remain in effect until the conciliation procedures under the Ontario Labour Relations Act have been completed.

In witness hereof the parties hereby affix their signatures on this _____ day of _____, 2005.

For the Union:

For the Employer:

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

Dated this 24th day of April, 2005.

Mr. Howard Law
Local Representative
CEP Local 87-M
Southern Ontario Newsmedia Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

Dear Howard;

The parties agree that the Employer may employ one co-op student from an accredited secondary or post-secondary educational institution up to 37 ½ hours per week and the Union waives the application of the Collective Agreement on the following conditions:

1. The student is not paid more than:
 - a. for the first term, 60% of the minimum rate for the comparable position and for a maximum of four (4) months;
 - b. for the second term, 75% of the above rate for a maximum of four (4) months; and
 - c. for the third and final term, 90% of the above rate for a maximum of four (4) months.
2. The student is engaged primarily in training and learning, and any productive work shall be incidental.
3. No student may be engaged if any employee is on layoff.
4. No student or former student who has not become a member of the bargaining

unit may be employed or allowed to volunteer in the event of a legal strike or lockout. Former student means a person who has been engaged by the Employer as a co-op student in the previous two years.

5. Any bargaining unit member who finds that he or she is unable to perform his or her work satisfactorily because of mentoring duties in respect of a student may decline to continue mentoring that student.

The parties may mutually decide to allow the Employer to engage more than one co-op student if the circumstances warrant.

Yours truly,

Sharon Dean
Director of Torstar Electronic Publishing

Alan K. Bower
Director of Labour Relations
Toronto Star Newspapers Ltd.

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

Dated this 4th day of February, 2003.

May 6, 1999

Mr. Howard Law
Local Representative
CEP Local 87-M
Southern Ontario Newspaper Guild
1253 Queen Street East

Toronto, Ontario
M4L 1C2

Dear Howard;

This will confirm our discussion during negotiations regarding meal periods for staff.

The Employer is prepared to continue its practice of allowing employees, on occasion, to shorten or lengthen their meal periods provided that their health is not put at risk, there is no disruption of operations on either the current shift or the following shift and there is a corresponding change to employee's finish time.

Yours truly,

Dean Reeds
General Manager

Alan Bower

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

Dated this 4th day of February, 2003.

May 4, 1999

Mr. Howard Law
Local Representative
CEP, Local 87-M
Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

Dear Howard;

This will confirm our discussion during negotiations regarding staff, union and management communications.

The Employer is committed to continue its practice of monthly staff meetings for both day and night shifts during the steward's regular schedule. The purpose of these meetings will be to discuss items of mutual concern such as training, health and safety and scheduling.

Minutes of the meetings will be distributed to all staff.

Unresolved issues or issues not appropriate for discussion at a staff meeting may be referred by the appropriate steward(s) or management for further discussion by them. No steward shall lose regular pay for attending such a meeting.

Yours truly,

Dean Reeds
General Manager

Alan Bower

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

April 24, 2005

Mr. Howard Law
CEP Local 87-M
Southern Ontario Newsmeida Guild
1253 Queen Street East
Toronto, Ontario

M4L 1C2

Dear Howard:

RE: Long Term Disability/Duty to Accommodate and Return to Work

The Toronto Star is fully committed to the principles that guide the "Duty to Accommodate" legislation, as expressed under the Human Rights Code.

As such, and with a view towards a cooperative approach for the reintegration of our employees who experience very unfortunate and lengthy absences – beyond the benefit thresholds of the Long Term Disability (LTD) program – we commit to the following approach:

1. For employees who are medically able to return to work "post LTD coverage thresholds", the Company fully intends to first attempt to place an employee in his or her own position. If this is not reasonable to do so, the searching for an accommodation opportunity or return to work, will expand to any/all suitable occupations.
2. It is understood that at the conclusion of the Short Term Disability (STD) program coverage (i.e. 6 months), the principles of the legislation governing the "Duty to Accommodate" will guide the parties. To this end, the Union, the Company, and the employee in question, will cooperatively and reasonably explore and/all accommodation opportunities during the normal course of the benefit coverage period for LTD.
5. The exploration of opportunities described above, will of course incorporate any/all known medical restrictions necessary to facilitate a successful integration into the workplace.

6. Upon the successful return of an employee – beyond the LTD maximum benefit coverage – it is understood that should this return result in an overall addition to staff levels, the Company fully maintains its right to adjust staff levels in accordance with prescribed protocols under the applicable Collective Agreement.

Yours truly,

Alan K. Bower
Director of Labour Relations
Toronto Star Newspapers Ltd.

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

April 24, 2005

Mr. Howard Law
CEP, Local 87-M
Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

Dear Howard:

RE: Portability of Service

This is to confirm our understanding that when an employee transfers from another Torstar-owned company to Toronto Star Newspapers Ltd., the Company will continue its practice of allowing service for the purposes of vacation, as well, the practice of not having to wait for commencement of benefits under the Company's benefits plans. It is recognized

that the Company may amend or change this practice at any time.

Yours truly,

Alan K. Bower
Director of Labour Relations
Toronto Star Newspapers Ltd.

LETTER OF UNDERSTANDING

April 27 2002

Mr. Howard Law
CEP, Local 87-M
Southern Ontario Newspaper Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

Dear Howard:

RE: Minimum Salaries

This will confirm our discussions during negotiations regarding minimum salaries.

The wages established in Article 23 are minimums only. Both parties agree that employees may bargain individually for extra or premium rates above each contract minimum provided for in this Agreement as compensation for special industry, efficiency or responsibility.

The parties agree that the intent of this letter of understanding is to enable the Company to recruit and retain employees with unique, hot or critical skills.

Should the Union request disclosure of any payments being made under this letter of

understanding, the Company agrees that, subject to the reasonableness of such request(s), it will advise the Union of the total amount of such payments and the total number of employees in the bargaining unit receiving the additional payment.

Payments made pursuant to this letter of understanding shall continue to be subject to Union dues deductions.

Yours truly,

Alan Bower

LETTER OF UNDERSTANDING

April 24, 2005

Mr. Howard Law
Local Representative
CEP Local 87-M
Southern Ontario Newsmedia Guild
1253 Queen Street East
Toronto, Ontario
M4L 1C2

Dear Howard;

RE: Administration of the Training Opportunities in Article 22 of the Collective Agreement

The purpose of this letter is to provide further definition and assistance in the administration of Article 22- Training.

It is understood that training will normally fall into one of five categories below:

Category 1 - Training for competency in the working level of one's own job.

Category 2 - Training for advanced skills and knowledge (e.g. software applications) that is applicable to one's job and clearly raises the employee's creativity or productivity in a manner that improves that operation. The training required by an employee in this manner may then become Category 1 training for other employees performing the same job.

with evidence of successful completion of the course.

The maximum cumulative Employer obligation for training reimbursement in all Categories shall not exceed \$750 per employee per year.

The Employer shall give an explanation to an employee, and the Union if requested for denying a training request.

Yours truly,

Category 3 - Cross-training for the core duties of another job in the operation.

Category 4 - Training for skills and knowledge that the Employer considers to be applicable for the business.

Sharon Dean
Director of Torstar Electronic Publishing

Category 5 - Training for the skills and knowledge that the Employer considers not to be applicable to the business in the near future.

Alan K. Bower
Director of Labour Relations
Toronto Star Newspapers Ltd.

The Employer will normally assign an employee to training in Categories 1 and 2 on Company time and expense as provided in Article 22.2.

With respect to Category 3 cross-training, employees involved may take the training on their own time with 75% of training cost paid by the Employer up to a limit of \$750 per year.

Category 4 training will be reimbursed by the Employer on a 50/50 basis up to a limit of \$750 per year.

Category 5 training, if approved, will be reimbursed at a rate of 25%. Approval is subject to the discretion of the Employer.

To obtain reimbursement under Category 3, 4 or 5, the employee must advise the Employer and obtain approval for the course prior to its commencement and provide the Employer

MEMORANDUM OF AGREEMENT

BETWEEN

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

AND

CEP Local 87-M, SOUTHERN ONTARIO
NEWSMEIDA GUILD

(hereinafter known as the "Union")

**Dated January 1, 2005 to December 31,
2007**

RE: Health & Wellness

The Company and its unions agree that there is a mutual recognition that high levels of absenteeism in the workplace can have a significant impact on productivity and morale.

That being said, it is understood that it is to the mutual benefit of the Company and Unions to work towards promoting the health and wellness of employees, while at the same time increasing the overall levels of attendance in the workplace.

Therefore, the parties through means of a Joint Committee, agree to discuss:

- Development of process and procedures for encouraging attendance;
- Creating an awareness and training program for attendance management;
- Sharing data pertaining to levels of attendance within the organization;

- Developing the specific roles and responsibilities of committee members, as well as understanding the roles of those involved in Attendance Management;
- Policies and procedures,

with the overall objective to return employees to work.

Yours truly,

Alan K. Bower
Director of Labour Relations
Toronto Star Newspapers Ltd.

Dated this 27th day of April 2002

**APPENDIX "A"
PROFIT SHARING PLAN
FOR
UNIONIZED EMPLOYEES OF THE TORONTO STAR**

A. Purpose of the Plan

This profit sharing plan (hereinafter referred to as the "Plan") is being established for the benefit of all of the unionized employees of the newspaper operations of Toronto Star Newspapers Limited (hereinafter referred to as the "Corporation"):

The purpose of this Plan is threefold:

1. To align employee compensation with business results;
2. To foster employee interest in the financial performance of the business and to focus employees on business objectives; and
3. To improve the financial and operating performance of the Corporation.

Eligible employees will have an opportunity to share in the Corporation's profits on the terms and subject to the conditions specified herein.

B. Implementation of the Plan

The Plan shall be effective for the fiscal period of the Corporation ending December 31, 1998 and shall continue for subsequent fiscal years of the Corporation, subject to the right to amend or terminate the Plan pursuant to Section H hereof.

C. Eligibility for Participation in the Plan

All permanent full-time and part-time employees of the Corporation who are covered by the existing collective agreements between the Corporation and

1. CEP, Local 87-M, Southern Ontario Newspaper Guild;
2. Graphic Communications Inter-national Union, Local 100M;
3. International Association of Machinists and Aerospace Workers, Local 235;

4. International Brotherhood of Electrical Workers, Local 353; and
5. Graphic Communications Inter-national Union, Local 500M; are eligible to participate in the Plan ("Eligible Participants").

D. Performance Criteria for Purposes of the Plan and Creation of Profit Sharing Pool

The criteria for measuring the performance of the newspaper operations of the Corporation during a particular fiscal year for purposes of the Plan shall be the Cash Margin. Cash Margin is defined as the profit of the newspaper operations of the Corporation before depreciation and amortization (all referred to as the "Toronto Star Segment Cash Flow" in the Management's Discussion and Analysis section of the Torstar Corporation Annual Report).

Cash Margin in respect of a particular fiscal year shall be calculated before any provision is made for interest or taxes.

The funds to be allocated for purposes of the Plan (hereinafter referred to as the "Profit Sharing Pool") in respect of a particular fiscal year shall be determined in accordance with the following Table:

Cash Margin as % of Revenue	% of Cash Margin to be Allocated to the Profit Sharing Pool
<15%	0%
15% to 16.99%	2.5%
17% to 19.99%	2.5% of Cash Margin in respect of that portion of Cash Margin which is up to 16.99% of revenue plus 3% of Cash Margin in respect of that portion of Cash Margin which is in the range of 17% to 19.99% of revenue.
20% and above	2.5% of Cash Margin in respect of that portion of Cash Margin which is up to 16.99% of revenue plus 3% of Cash Margin in respect of that portion of Cash Margin which is in the range of 17% to 19.99% of revenue plus 4% of Cash Margin in respect of that portion of Cash Margin which is equal to or greater than 20% of revenue.

E. Eligibility for Sharing in the Profit Sharing Pool

Where funds have been allocated to the Profit Sharing Pool in accordance with the provisions of the Plan in respect of a particular fiscal year of the Corporation, the Profit Sharing Pool in respect of such fiscal year shall be divided in accordance with the following formula:

Profit Sharing Pool

Number of Full-Time Equivalent Eligible Participants*

The figure arrived at in respect of a particular fiscal year as a result of the application of this formula shall be referred to as the "Profit Sharing Amount". Each Eligible Participant who is full-time and on the payroll records for the last pay week of the particular fiscal year shall receive the Profit Sharing Amount subject to the proration rules listed below. Each Eligible Participant who is part-time and on the payroll records for the last pay week of the particular fiscal year shall receive a pro rated portion of the Profit Sharing Amount based on regular hours paid during the particular fiscal year.

In addition, pro rated payments shall be made to Eligible Participants according to actual regular hours paid during the fiscal year in the following circumstances:

1. a full-time Eligible Participant who has joined the Plan after the start of the fiscal year;
2. an Eligible Participant who takes any kind of unpaid leave of absence;
3. an Eligible Participant who has gone on or come off LTD during the fiscal year;
4. an Eligible Participant who has retired;
5. an Eligible Participant who dies (the payment shall be made to the estate);
6. an Eligible Participant who transfers to or from the Management Salary Plan; and
7. an Eligible Participant who incurs any other kind of unpaid absence.
8. an Eligible Participant who accepts a voluntary severance package.

* The number of full-time equivalent Eligible Participants is arrived at by dividing the number of straight time regular hours paid to permanent full or part-time employees in the fiscal year by the regular full-time hours in a work year by shift and department.

F. Form of Payment

Payments under the Plan shall be made in the form of one lump sum payment and shall be subject to all deductions and withholdings required by applicable law.

G. Timing of Payment

Payments under the Plan in respect of a particular fiscal year of the Corporation shall be made shortly after the Board of Directors of Torstar Corporation approves the financial statements of Torstar Corporation for such fiscal year (hereinafter referred to as the "Approval Date") and, in any event, no later than 30 days after the Approval Date.

H. Amendment or Termination of the Plan

The Torstar Board of Directors may, from time to time, amend or terminate the Plan as it shall deem advisable, except that any amendment or termination of the Plan pursuant to this Section H shall not take effect prior to the commencement of the next fiscal year of the Corporation.

SCHEDULE "A"

The number of full-time equivalent Eligible Participants is arrived at by dividing the number of straight time regular hours paid to permanent full or part-time employees in the fiscal year by the regular full-time hours in a work year by shift and department.

Regular Work Week (Hours)	Regular Work Week (Shifts)	Full-Time Calculation	Full-Time Equivalent	Part-Time (3 shift example assuming full shifts)	Full-Time Equivalent
37.5	5	37.5/3.75	1	22.5/37.5	0.6
35	5	35/35	1	21/35	0.6
35	4	35/35	1	26.25/35	0.75
34	4	34/34	1	25.5/34	0.75
32	4	32/32	1	24/32	0.75

This formula is then used at the end of the year to calculate FTE's for that fiscal year. For example, in 1997, total unionized FTE's were 1,414 under this formula.

The cash margin for 1997 was \$84,253,000 or 20.9% of revenue which was \$402,881,000. Based on that, the profit sharing pool for 1997 would have been as follows:

2.5% of the Cash Margin dollars up to 16.99% (\$68,490,000)	\$1,712,000
3% of the Cash Margin dollars from 17 to 19.99% (\$12,086,000)	\$ 363,000
4% of the Cash Margin dollars from 20 to 20.9% (\$3,677,000)	<u>\$ 147,000</u>
Total Profit Share Pool	\$2,222,000

In 1997, the payment for a permanent full-time employee would have been \$1,571.43
 (\$2,222,000 ÷ 1,414).

A permanent part-time employee's payment would have been pro-rated based on the total regular hours he/she worked in the fiscal year. For example:

Regular Full-time		Total Hours in a Year	Regular Part-time Total Hours in a Year	Full-time Equivalent	Prorated Profit Share Amount
Work Week (Hours)	Work Week (Shifts)				
37.5	5	1,950	1,170	1170/1950 = .6	1571.43 x .6 = \$942.86
35	5	1,820	1,092	1092/1820 = .6	1571.43 x .6 = \$942.86
35	4	1,820	1,365	1365/1820 = .75	1571.43 x .75 = \$1178.57
34	4	1,768	1,326	1326/1768 = .75	1571.43 x .75 = \$1178.57
32	4	1,664	1,248	1248/1664 = .75	1571.43 x .75 = \$1178.57

Note – all numbers rounded to the nearest 000's

APPENDIX B

SALARIES

The following weekly salaries shall be in effect during the period of this Agreement.

DATA ENTRY

	First 6 Mos.	After 6 Mos.
Jan 1/05	498.77	570.80
Jan 1/06	511.24	585.07
Jan 1/07		

DATA ENTRY INTERNET PROCESSOR

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	647.81	680.21	714.22	749.93
Jan 1/06	664.01	697.22	732.08	768.68
Jan 1/07				

DESIGNER

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	790.17	829.64	871.15	914.61
Jan 1/06	809.92	850.38	892.93	937.48
Jan 1/07				

SENIOR DESIGNER

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	925.37	971.60	1020.18	1071.13
Jan 1/06	948.50	995.89	1045.68	1097.91
Jan 1/07				

INTERNET PRODUCER

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	806.95	847.26	889.73	934.06
Jan 1/06	827.12	868.44	911.97	957.41
Jan 1/07				

SENIOR INTERNET PRODUCER

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	1024.86	1076.13	1129.86	1186.35
Jan 1/06	1050.48	1103.03	1158.11	1216.01
Jan 1/07				

TRAFFIC CO-ORDINATOR

	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.
Jan 1/05	822.17	863.24	906.52	951.69
Jan 1/06	842.72	884.82	929.18	975.48
Jan 1/07				