

Mailing Room

Agreement

(COVERING MAILING ROOM EMPLOYEES)

January 1, 1992 to December 31, 1994

01450 (04)

AGREEMENT

between

TORONTO STAR NEWSPAPERS LIMITED

and

GRAPHIC COMMUNICATIONS

INTERNATIONAL UNION

LOCAL N- 1

(Covering Mailing Room Employees)

Effective

January 1, 1992 to December 31, 1994

INDEX

Page 1		Preamble
Page 1	Article 1	Recognition
Page 1	Article 2	Jurisdiction
Page 1	Article 3	Union Security
Pages 1 & 2	Article 4	Foremen
Page 2	Article 5	No Strike Or Lockout
Pages 2 & 3	Article 6	Grievance Procedure
Pages 3 & 4	Article 7	Employment Categories And Job Classifications
Pages 4 & 5	Article 7A	Trial Periods
Page 5	Article 8	Probation And Pre-Employment Medical Examinations
Page 5	Article 9	Regular Situations
Pages 5 & 6	Article 9A	Seniority And Priority
Pages 6 & 7	Article 10	Hours Of Work
Page 7	Article 11	Overtime
Pages 7 & 8	Article 12	Wage Rates
Pages 8 & 9	Article 13	Reduction In Workforce
Page 10	Article 14	Vacations
Pages 10 & 11	Article 15	Recognized Holidays
Pages 11 & 12	Article 16	Leaves Of Absence
Pages 12 & 13	Article 17	Miscellaneous
Pages 13,14 & 15	Article 18	Health Benefits Weekly Indemnity Plan
Page 15	Article 19	Term Of Agreement
Page 16	Letter	Re: Clarification Of Article 2
Page 16	Supplemental Agreement	Re: Sunday Newspaper Publication
Pages 16 & 17	Supplemental Agreement	Re: Inserting Work
Pages 17 & 18	Letter	Re: Personnel Files
Page 18	Supplemental Agreement	Re: International Pension Plan
Page 18	Letter	Re: L.T.D. Benefits
Page 18	Memorandum Of Agreement	Re: Sunday Newspaper Work
Page 19	Supplemental Agreement	Re: Article 2 g)
Pages 19 & 20	Supplemental Agreement	Re: Mailers Night Side Short Workweek - One Yonge Street

Pages 20 & 21	Supplemental Agreement	Re: Skid Loading Jurisdiction
Page 21	Supplemental Agreement	Re: Recognized Holidays Falling On A Saturday Or Sunday
Page 21	Letter	Re: New Plant Parking Vaughan Township
Page 22	Supplemental Agreement	Re: Probation and Trial Period

PREAMBLE

This Agreement is entered into by and between Toronto Star Newspapers Limited, hereinafter referred to as the "Employer", the party of the first part, and the Graphic Communications International Union Local N-1, hereinafter referred to as the "Union", party of the second part.

ARTICLE 1:

RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative of Mailing Room employees employed in the Mailing Rooms of the Employer in its newspaper operation located at 1 Yonge Street, Toronto, and at Weston Road, in Vaughan Township, other than Foremen, those above the rank of Foreman, clerical staff and any others designated as excluded from membership in the Bargaining Unit as described in the Union's Recognition certificate issued by the Ontario Labour Relations Board.

The Employer further agrees that the relocation of its existing Mailing Room operations within the Province of Ontario shall not detract from the bargaining rights granted to the Union by the certificate issued by the Ontario Labour Relations Board for those persons employed or to be employed by Toronto Star Newspapers Limited in any other Plant not referred to herein.

ARTICLE 2:

JURISDICTION

All work performed on the premises of the Employer in its Mailing Rooms at 1 Yonge Street, Toronto, and Weston Road, Vaughan Township, shall be performed by members of the Bargaining Unit, with the following exceptions:

- a) Repair of equipment assigned by the Employer either to employees outside the Bargaining Unit or to an outside contractor.
- b) Set up and maintenance of computers or other electronic devices.
- c) Maintenance of equipment by outside contractors.
- d) Dispatch functions performed by supervisory personnel prior to the date of signing this Collective Agreement.
- e) Clerical functions performed for supervisory personnel.
- f) Work performed by employees not members of the Bargaining Unit prior to the date of signing, such as occasional work performed by supervisory personnel, work performed by Circulation Department employees relating to correction of tapes or labels or other similar functions which have been performed by these employees in the past, and the handling of tearsheets by Postal and Messenger Services staff.
- g) Work performed by employees of other employers to meet emergency situations, which are defined as being:

- (i) Additional work brought into the Mailing Room

- (ii) Mechanical breakdown

and/or

- (iii) Lack of machine capacity or capability.

It is agreed that before hiring the employees of any other employer to perform work in either of the Mailing Rooms, the Employer will first provide the Union with an opportunity to supply manpower at the appropriate straight time rates.

ARTICLE 3:

UNION SECURITY

(301) Regular full-time and regular part-time employees in the Bargaining Unit who are members of the Union, or who join after December 31, 1984, shall as a condition of continued employment, be required to maintain their membership in the Union.

(302) All future regular full-time and regular part-time employees in the Bargaining Unit shall become members of the Union within 30 days from the date of commencing employment and shall, as a condition of continued employment, be required to maintain their membership in the Union.

(303) Except as provided in Article 7 with reference to temporary employees, all employees as defined herein shall be subject to payroll deduction of Union membership dues and/or assessments as specified by the Union. Such dues and/or assessments shall be remitted to the Union on a monthly basis and the Employer shall, when remitting dues, give the names of employees from whose pay dues deductions have been made. It is agreed that the monthly dues schedule shall be as stable as possible and in any event no more than one (1) change in the amount of the deduction every four (4) months shall be required.

(304) Within 30 days after the day on which a new employee commences work for the Employer, the office will notify the Chapel Chairperson of the name, address, job classification and employment status of the new employee.

ARTICLE 4:

FOREMEN

It is agreed that Foremen and those above the rank of Foremen are representatives of the Employer and have full authority to exercise the rights of Management as defined in this Article.

During probationary and/or trial periods the Employer shall be the sole judge of competency and fitness to work but any decisions made by the Employer resulting from the exercise of such judgment with regard to an employee who has successfully completed his/her probationary period or who has successfully completed a trial period may appropriately be made the subject of the grievance procedure as set out in Article 6. The Employer shall have the right to hire, promote, layoff, recall, demote, transfer, discharge or discipline for just cause, to maintain order, discipline and efficiency, and to establish and enforce rules and regulations governing the conduct of employees, subject to the terms and conditions of this Agreement. The limitation of discharge for just cause and access to the grievance procedure regarding his/her discharge

shall not apply to any employee during his/her probationary period.

All time covered by this Agreement belongs to the office and employees shall (temporarily or permanently) perform any duties pertaining to work in the Mailing Room, provided such work appertains to the operation of the Mailing Room.

It is further agreed that all matters concerning the operations of the Employer not specifically dealt with herein shall be reserved to the Employer and be its exclusive responsibility.

Management rights will not be exercised in a manner inconsistent with the terms and conditions of this Agreement nor in a manner that is arbitrary, discriminatory or in bad faith.

ARTICLE 5:

NO STRIKE OR LOCKOUT

It is mutually understood and agreed by and between the parties to this Agreement that the members of the party of the first part will not institute any lockout, nor will members of the parties of the second part institute any strike or boycott, or fail to report for work, or interfere with prompt and regular publication during the lifetime of this Agreement, as specified in Section 36, sub-Section 1 of the Labour Relations Act of Ontario.

ARTICLE 6:

GRIEVANCE PROCEDURE

A grievance is defined to be a controversy between the Employer on the one hand and the Union or employee or employees covered by this Agreement, on the other hand, pertaining to the interpretation, application or alleged violation of any provision of this Agreement.

A grievance as defined herein shall in the first instance be raised with the representatives of the Employer in the Mailing Room, and shall be submitted in writing if this is requested.

Any grievance as defined herein must be raised as rapidly as possible, but in no event later than ninety (90) days following the incident deemed to have brought about the grievance. If the grievance is not resolved at the departmental level within ten-working days of its being first raised, either party shall have the right to submit the grievance to a Joint Standing Committee, to be set up in accordance with the following provisions.

A Joint Standing Committee of two representatives of the Employer and a like committee of two representatives of the Union (in case of vacancy, absence or refusal of any such representatives to act, another shall be appointed) shall be formed.

The Joint Standing Committee shall meet within five days from the day on which either party hereto, through its authorized representative, informs the other party in writing that a meeting is desired and shall proceed forthwith to settle any question before it. Such settlement shall be final and binding on both parties to this Agreement. If the Joint Standing Committee cannot reach a settlement within ten days

from the date on which the dispute is first considered by a Board of Arbitration shall be established upon the request of either party to this Agreement. Upon such a request being made, the parties to the Agreement shall forthwith each appoint one member to the Board of Arbitration and the two members shall select a third person, as Chairperson. If the two members fail to select a Chairperson within five days of the appointment of the last of them, or if either party shall fail to name a member to the Board of Arbitration, the Chairperson shall be selected by the Minister of Labour of Ontario on the request of either party hereto. The Board of Arbitration thus formed shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Board of Arbitration. Costs of arbitration shall be borne equally by the Employer and the Union except that neither shall be obligated to pay any part of a stenographic transcript without express consent.

It is understood and agreed that the time limitations specified herein may only be waived with the consent of both parties to this Agreement.

It is further agreed that, with the consent of both parties, a grievance may be processed directly to Arbitration without being heard in Joint Standing Committee. With the consent of both parties, a single Arbitrator may be appointed rather than a three person board as described in this Article and the power of a single Arbitrator shall be the same as those as described herein for a three person board. Neither a Board of Arbitration nor a single Arbitrator shall be empowered to alter or amend, in any way, any of the terms and provisions of this Collective Agreement.

An employee is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with Management of the Employer's reasons for considering such action. The Employer shall, prior to imposing discipline or discharge, advise the employee of his/her right to be accompanied by a Union representative who shall be summoned without undue delay and without further discussion of the matter provided that the Union representative is readily available. Notwithstanding the foregoing, in the event that a Union representative is not readily available and the Employer contemplates the discharge of the employee in question, the Employer shall be entitled to suspend the employee without pay pending the completion of any investigation and the availability of a Union representative.

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

a) The grieving party shall advise the other party in writing of its intention to process its grievance to arbitration within five-calendar days of the imposition of the disciplinary action in question and such notification shall include both the basis of the grievance and the remedy sought.

b) Unless unavoidably delayed, or delayed by agreement of the parties to this Agreement and of the Arbitrator, any hearings required with respect to the grievance shall be held within thirty (30) calendar days following selection of the Arbitrator. Selection of the Arbitrator by the parties shall be concluded within five (5) calendar days of receipt of notice of

gr. Since referred to in (a) above. Selection shall be made by the process of elimination from a panel of five (5) Arbitrators. The first party to strike a name from the panel will be selected by lot. Thereafter the parties shall alternately strike names until one Arbitrator remains, and that Arbitrator shall be the Arbitrator selected to decide the case. Following conclusions on any and all hearings which may be required, the Arbitrator shall be required to render his/her decision in writing, giving his/her reasons in support thereof, within a two (2) calendar week period from the date of the final hearing.

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

Anne Barrett
Gail Brent
Kevin Burkett
Maureen Saltman
Ken Swan

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

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

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

ARTICLE 7:

EMPLOYMENT CATEGORIES AND JOB CLASSIFICATIONS

1. The employment categories in the Employer's Mailing Rooms shall be as follows:

- a) Regular Full-Time
- b) Regular Part-Time
- c) Temporary

Within the limitations specified in Article 9, regular full-time is defined as a Mailing Room employee who is regularly required and scheduled to work the normal workweek as defined in Article 10.

Within the limitations specified in Article 9, regular part-time is defined as a Mailing Room employee who is regularly scheduled to work two (2) shifts or more each week but less than the normal workweek as defined in Article 10.

2. It is agreed that the Employer shall have the discretionary right to offer extra shifts to regular part-time Mailers within the Mailing Room in which they are employed (up to five straight-time shifts per week including the shifts regularly worked by the part-time employee) before temporary employees or regular full-time employees are assigned to such shifts, except as may be provided elsewhere in this Agreement. The Employer agrees to make every reasonable effort to ensure that the opportunity for regular part-timers to work available extra shifts shall be distributed in a fair and equitable manner.

3. It is agreed that a regular full-time Mailer situation or a regular full-time Machine or Manual Inserter situation shall be created in a Mailing Room in which the regular straight time shifts worked by part-time or temporary employees over a six (6) calendar month period either from January 1 to June 30 or from July 1 to December 31 can be equated to those which would have been worked by a regular full-time situation holder in either of these classifications during such six (6) month period. Any combination of shifts worked by regular part-time and/or temporary Mailers (regular part-time or temporary Machine or Manual Inserters in the case of the creation of an additional full-time Machine or Manual Inserter situation) which results in a total of 88 straight time shifts worked (spread over not less than four (4) separate calendar days in each pay week on the night shift) or 110 straight time shifts worked (spread over not less than five (5) separate calendar days in each pay week in the case of day or lobster shifts) shall be considered as the equivalent to the work of a regular full-time situation holder in either classification, but under no circumstances may day, night or lobster shifts be intermingled in order to form part of the accumulated 88 or 110 regular straight time shifts worked.

Notwithstanding the foregoing it is understood that shifts worked to cover extended periods of absence due to sickness or disability (absences of one full week or more) or as a result of approved leaves of absence, shall not be included in any calculation of shifts for purposes of determining whether or not a regular full-time situation is to be created. Such regular full-time situations shall be offered to the regular part-time Mailers (regular part-time Machine Inserters in the case of Machine Inserters or regular part-time Manual Inserters in the case of Manual Inserters) in order of priority. In the event that the employee named to fill the situation is an employee who has satisfactorily completed his/her probationary period within the classification in which the situation is being created, that employee shall not be subject to a trial period but shall be confirmed as a regular situation holder upon selection. An employee being promoted or transferred from one classification to another and/or who has not completed his/her probationary period shall be subject to a trial period as specified in Article 7A.

4. When the Employer intends to add a regular full-time situation or situations under circumstances other than those which require the promotion of regular part-timers as described in paragraph 3 above, the following provisions shall apply:

i) a notice of vacancy shall be posted in the Employer's Mailing Rooms at One Yonge Street, Toronto and Weston Road, Vaughan Township for not less than five (5) calendar days.

ii) first consideration will be given to regular part-time employees and the Employer will grant a trial period in the vacancy to one such part-time employee who in its judgment is a suitable candidate based upon (but not limited to) the criteria of competency, ability, reliability, attendance, disciplinary record, potential and general fitness to perform the work.

iii) if the Employer is unable to find a suitable candidate from among regular part-time employees, the Employer agrees to next consider candidates from applicants (if any) from Machine Inserters holding regular situations and the Employer will grant a trial period in the vacancy to one such applicant provided in its judgment such applicant is a suitable candidate for a trial period. If no

suitable candidate from the Machine Inserter classification applies then next consideration shall be given to applicants who have worked at least 50 shifts as Mailers in a temporary employment capacity in the Mailing Room in which the vacancy is to be filled and that it will grant a trial period in the vacancy to one such applicant provided in its judgment such applicant is a suitable candidate for a trial period, failing which the Employer shall select a candidate for a trial period from whatever source it deems appropriate.

When the Employer intends to add a regular part-time Mailer situation or situations the following provisions shall apply:

iv) a notice of vacancy shall be posted in the Employer's Mailing Rooms at One Yonge Street, Toronto and Weston Road, Vaughan Township for not less than five (5) calendar days.

v) first consideration will be given to applicants from Machine Inserters holding regular situations and the Employer will grant a trial period in the vacancy to one such applicant provided in its judgment such applicant is a suitable candidate for a trial period. If no suitable candidate from the Machine Inserter classification applies then next consideration shall be given to applicants who have worked at least 50 shifts as Mailers in a temporary employment capacity in the Mailing Room in which the vacancy is to be filled and that it will grant a trial period in the vacancy to one such applicant provided in its judgment such applicant is a suitable candidate for a trial period, failing which the Employer shall select a candidate for a trial period from whatever source it deems appropriate.

All applications for vacancies must be in writing and addressed to the Superintendent of the Mailing Room in which the vacancy exists. Applications must be received in the appropriate Superintendent's office no later than seven (7) calendar days following the date of the posting.

5. A temporary employee, either full-time or part-time, is defined as one hired to cover absence due to sickness, disability, vacation, or leave of absence, or to meet additional work requirements when it is not possible to cover the shifts required at the applicable straight-time rates through the use of regular full-time or part-time employees. Temporary employees shall be exempt from all of the terms and conditions of this Agreement, except those pertaining to rates of pay, hours of work, and overtime. Temporary employees shall be subject to payroll deduction of Union membership dues on a proportionate basis and such dues shall be remitted by the Employer to the Union monthly. 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 worked by a regular situation holder, but in no case shall the dues deducted and remitted in respect of a temporary employee exceed those payable by a regular full-time employee.

6. The following Mailing Room Job Classifications are recognized:

- Lead Hand Mailer
- Mailer
- Mailer-in-Training
- Preparation Clerk
- Machine Inserter
- Manual Inserter

Additional classifications may be created during the term of the Agreement as a result of the introduction of new equipment or processes. Rates for such classifications shall be subject to negotiation and, failing agreement by the parties, to binding arbitration, but in the event new classifications are introduced as a result of the introduction of bindery equipment, it is agreed that rates for such classifications shall be competitive with those paid in commercial binderies in the Toronto area.

Employees working in classifications as at the date of signing this Agreement shall not be reclassified to lower-rated jobs but shall have the right to claim lower-rated jobs of employees with less total continuous Mailing Room service in the event of a staff reduction and provided they are competent to perform the work of the lower-rated job.

It is understood and agreed that the Employer shall have the right to introduce new classifications at rates set by the Employer and that in the event such rates are changed by negotiation or arbitration, the amended rates shall be made retroactive to the date of commencement of work in the new classification.

ARTICLE 7A:

TRIAL PERIODS

In the event that:

- (i) a part-time employee seeks to claim a regular full-time situation, or
- (ii) a regular full-time employee seeks to claim a full-time situation in either a higher-rated or a lower-rated classification

and he/she might otherwise be entitled to the situation or classification sought, the employee shall be confirmed therein if he/she proves himself or herself suitable, able and competent to perform the duties of the situation and satisfactorily completes the trial period as defined herein. At any time during a trial period and prior to confirmation in the situation or classification, the employee may return to his/her former position and employment category if he/she so desires or may be returned thereto if the Employer determines that the employee is not performing the duties of the situation or classification to the Employer's satisfaction or is not suitable, able or competent to perform such duties.

An employee who engages in a trial period and actually works in the situation or classification sought for a period of service composed of a minimum of 65 normal shifts (determined in accordance with Article 10) shall be confirmed in the situation or classification. Such trial period may be extended or waived by mutual agreement among the Employer, the employee and the Union. The Union agrees that any extension of a trial period of up to 65 normal shifts required by the Employer as a result of the employee's absence from work during the trial period shall be granted automatically upon notice in writing by the Employer.

The terms of the foregoing two paragraphs shall not apply to an employee who works in a higher classification for the purpose of covering an authorized leave of absence or absence due to sickness.

is understood and agreed that if a part-time employee or a lower-rated full-time employee, is, at any time during the said trial period, found by the Employer not to be suitable, able or competent to perform the duties of the situation or classification or not to be performing such duties to the satisfaction of the Employer he/she shall be returned to his/her former position and employment category without loss of seniority or priority. A lower-rated employee who is confirmed in a higher-rated situation must complete the necessary service in that new classification before receiving top rate wages. This shall not apply to a Mailer in progression who is promoted to a Lead Hand position. Such a Mailer shall be paid at the fully experienced Journeyman Mailer rate but his/her priority date shall not change.

A temporary employee who wishes to be considered for employment in a regular situation, either full-time or part-time, may, solely at the discretion of the Employer, be permitted a trial period in accordance with and subject to the limitations of the foregoing paragraphs and may also be required to submit to a medical examination performed by a physician designated by the Employer before being confirmed.

ARTICLE 8:

PROBATION AND PRE-EMPLOYMENT MEDICAL EXAMINATIONS

All new employees hired to fill regular situations, either full-time or part-time, shall be on probation for a period not to exceed one hundred (100) shifts actually worked from date of hire,

The Employer's right to discharge an employee during the course of his/her probation shall not be subject to the grievance procedure.

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.

ARTICLE 9:

REGULAR SITUATIONS

As at the date of signing this Collective Agreement, the Employer agrees to employ the following number of regular employee situations:

1 Yonge Street	Full-Time	Part-Time
Mailers	119	32
Preparation Clerk		
Machine Inserters	41	8
Manual Inserters		55

It shall be at the discretion of the Employer as to whether or not such employees shall be replaced if absent for any reason.

The number of regular employee situations may be modified upwards or downwards at the Employer's discretion. A reduction in the number of regular full-time situations specified herein shall only be made by attrition or upon ninety (90) days' notice. A reduction in the number of regular part-time situations specified herein shall only be made by attrition or upon thirty (30) days' notice. For the purposes of this Agreement, "attrition" shall be defined as the non-replacement of employees who leave, quit, die, retire, go on Long Term Disability, voluntarily transfer or are discharged. Any reduction in the number of situations by attrition shall be without notice.

ARTICLE 9A:

SENIORITY AND PRIORITY

1. For the purposes of this Agreement, the parties recognize and agree that "seniority" shall be defined in terms of an employee's total length of continuous service as an employee of the Employer and shall be the basis upon which an employee's entitlement to service-related benefits, such as vacations with pay but not vacation scheduling, shall be determined in the absence of a specific provision to the contrary.

2. The parties further agree that, for the purpose of this Agreement, "priority" shall be defined as the relative ranking of employees who are employed in the same job classification in the Mailing Room and shall be determined on the basis of the employees' length of service in their classification.

Regular Full-Time Employees

(i) The priority of a regular full-time Mailer shall be determined solely on the basis of his/her service in this classification following satisfactory completion of his/her probationary period.

(ii) The priority of a regular full-time Preparation Clerk shall be determined solely on the basis of his/her service in this classification following satisfactory completion of his/her probationary period.

(iii) The priority of a regular full-time Machine Inserter shall be determined solely on the basis of his/her service in this classification following satisfactory completion of his/her probationary period.

(iv) The priority of a regular full-time Manual Inserter shall be determined solely on the basis of his/her service in this classification following satisfactory completion of his/her probationary period.

(v) The priority of an employee employed in any other classification, existing or introduced during the term of this Agreement, shall be determined solely on the basis of his/her service in this classification following satisfactory completion of his/her probationary period.

In the event of a vacancy in a full-time situation covered by this Collective Agreement, such vacancy shall be filled on the basis of priority as defined herein, so that the part-time employee with the greatest length of priority shall be awarded the position subject to the provisions of Article 7 and/or Article 7A.

Regular Part-Time Employees

(i) The priority of a regular part-time Mailer shall be determined solely on the basis of his/her service in this classification following satisfactory completion of his/her probationary period.

(ii) The priority of a regular part-time Preparation Clerk shall be determined solely on the basis of his/her service in this classification following satisfactory completion of his/her probationary period.

(iii) The priority of a regular part-time Machine Inserter shall be determined solely on the basis of his/her service in this classification following satisfactory completion of his/her probationary period.

(iv) The priority of a regular part-time Manual Inserter shall be determined solely on the basis of his/her service in this classification following satisfactory completion of his/her probationary period.

(v) The priority of an employee employed in any other classification, existing or introduced during the term of this Agreement, shall be determined solely on the basis of his/her service in this classification following satisfactory completion of his/her probationary period.

To establish priority part-time employees must make themselves available to work five (5) shifts per week.

Priority shall be the criterion applied in regard to all differentiations between employees in the application of the terms of this Agreement which are not specifically required to be made on some other basis or which do not relate to an employee's suitability, ability or competence to perform the work of a classification. In particular, and as provided in this Agreement, an employee's priority shall determine his/her entitlement in regard to the effects of any staff reduction, shift selection and vacation scheduling.

In the event that two or more employees have the same priority date, continuous Mailing Room service shall be the criterion applied in regard to all differentiations between employees in the application of the terms of this Agreement.

3. The Employer shall maintain separate lists as to seniority and priority in respect of the employees referred to in Article 2, in respect of each of the classifications of employees (Mailer, Preparation Clerk, Machine Inserter, Manual Inserter and any new classification which might be introduced during the term of this Agreement), and in respect of each of the employment categories (regular full-time and regular part-time) of such employees.

ARTICLE 10:

HOURS OF WORK

Except as may be provided elsewhere in this Agreement the normal straight time workweek shall consist of 35 hours per week made up of five (5) shifts of seven (7) working hours exclusive of a meal period of 30 minutes as designated by the Employer. Employees shall be allowed a paid five (5) minute wash up period immediately prior to the meal period.

An employee shall be entitled to an unpaid lunch period at a time designated by the Employer, which shall be posted at

the start of the shift. The lunch period shall be scheduled to commence not earlier than two (2) hours and not later than five (5) hours after the employee's posted shift starting time. The stated lunch period may be delayed or advanced by fifteen (15) minutes.

If, due to the necessity of maintaining production continuity and if an employee agrees to work through his/her lunch period, the Employer will make every effort to provide within the shift, a continuous thirty-minute lunch period as close to the designated time as possible or, if that is not possible and the employee works through a complete shift without a lunch break, the Employer will pay the employee an additional one-half hour's pay at the appropriate overtime rate.

For Mailing Room employees employed at the 1 Yonge Street Mailing Room, a day shift shall be defined as being a shift the straight time hours of which start and end between the hours of 6:00 a.m. and 6:00 p.m.; a night shift shall be defined as being a shift the straight time hours of which start and end between 6:00 p.m. and 6:00 a.m.; a lobster shift shall be defined as a shift the straight time hours of which start in the day shift hours and end in the night shift hours, or start in the night shift hours and end in the day shift hours.

Individual starting times for regular full-time employees on any given shift shall be designated by the Employer and posted. Such posted starting times (not necessarily the same each day) will remain in effect for five (5) consecutive shifts.

Except as provided hereinafter, or as may be agreed by mutual consent, a workweek for a regular full-time employee shall consist of either five (5) day shifts, five (5) first night shifts, or five (5) second night shifts.

The number of employees assigned to any shift on a regular basis at any given time shall be at the discretion of the Employer, but the assignment of shifts to regular full-time employees shall be made on the basis of priority within the Mailing Room in which that employee normally works.

At least one weeks notice (or less, by mutual consent) shall be given of any change in shift from day to night or night to day, or from day or night to lobster or vice versa.

The Employer will endeavour to provide relief periods when work requirements permit, but it is understood and agreed that relief periods shall be at the sole discretion of the Employer.

Subject to the operation or application of any contrary or inconsistent provision of this Agreement, no employee may be scheduled by the Employer to work more than one normal shift during a calendar day and each employee shall be entitled to at least one eight-hour interval between scheduled shifts. These limitations are not to apply in the event that an employee works extra shifts for which he/she was not scheduled.

A Mailing Room employee who reports late and who is not sent home shall be paid only for time actually worked and shall not be entitled to overtime pay until he/she shall have worked the normal straight time hours of the shift unless the employee's Supervisor accepts the employee's reason for lateness as reasonable and specifically agrees that pay at the overtime rate shall be paid.

Employer agrees that a Mailing Room employee who reports late but is ready and able to commence work not more than one (1) hour after his/her scheduled shift starting time shall be permitted to work for the balance of that scheduled shift. The Employer shall have the option of requiring any employee who reports late and is not ready and able to commence work within one (1) hour of his/her scheduled shift starting time to work the balance of the shift, but shall be under no obligation to allow such work or to make any payment to such employee who is not required to work.

Nothing herein shall preclude or limit the Employer's rights to discipline any employee for absenteeism or lateness.

ARTICLE 11:

OVERTIME

- a) Overtime to regular shifts is defined as all time worked, which is required and authorized by the Employer, in excess of the straight time hours of a shift and contiguous to that shift. Such overtime shall be paid for at the rate of time-and-one-half of the regular hourly rate for the shift for the first 2 1/2 hours, and at double the regular hourly rate for the shift thereafter. Overtime shall not change the status of a shift from what it would have been had no overtime been worked. If an employee works one hour or more of post-shift overtime, he/she shall receive a meal period of 30 minutes or pay in lieu thereof at overtime rates, provided that no such meal period shall be required or paid for unless the employee in question shall have actually worked 60 minutes or more after the conclusion of the scheduled shift, excluding all pre-shift and lunch period overtime.
- b) The Employer agrees to provide as much notice as possible when post-shift overtime is to be worked and will also provide employees its best estimate of the duration of such post-shift overtime when advising employees of its requirement.
- c) An employee required and authorized to work a sixth shift in any week shall be paid at time-and-one-half the regular straight time rates for the shift. Overtime on a sixth shift shall be paid for at double the regular hourly straight time rate for the shift.
- d) Except as provided elsewhere in this Agreement, all work that is performed between 12:01 a.m. and 11:59 p.m. on Sundays shall be paid at double the regular straight time hourly rate.
- e) All work performed on recognized holidays, or days celebrated as such, shall be paid for at double the regular straight time hourly rate for the shift, in addition to the regular pay for the workweek.
- f) A regular full-time situation holder called back to work after he/she has completed his/her regular shift's work and has left the premises shall be paid for a minimum of 4 hours. If an employee works 2 1/2 hours or less, he/she shall receive 4 hours pay at time-and-one-half rates. If the employee works in excess of 2 1/2 hours he/she shall be paid at the rate of time-and-one-half for the first 2 1/2 hours and double time thereafter, but in no event shall he/she receive less than 4 hours pay at time-and-one-half rates. Time travelling to and from the office shall not be considered part of the call back period.

- g) Double shifts shall be paid on the same basis as sixth shifts as described in (c) above, except that a double shift worked by a regular part-time employee as an extra shift in accordance with the terms of Article 7 shall be paid at straight time rates.
- h) The Employer shall compensate for all authorized overtime in quarter- hour units.

ARTICLE 12:

WAGE RATES

JOURNEYPERSON MAILERS AND PREPARATION CLERKS

Effective January 1, 1992
 Day Shift.....\$851.32 per week
 Night or Lobster Shift.....\$901.32 per week*

Effective January 1, 1993
 Day Shift.....\$868.35 per week
 Night or Lobster Shift.....\$918.35 per week*

Effective January 1, 1994
 Day Shift.....\$894.40 per week
 Night or Lobster Shift..... \$944.40 per week*

*Includes shift differential of \$10.00 per shift , five shifts, 35 hours per week.

Employees assigned as Lead Hands shall be paid a differential of \$5.00 per shift worked to a maximum of \$25.00 per straight time workweek. In the event a Lead Hand is required and assigned to be in charge of a shift, such Lead Hand shall be paid a differential of \$12.00 per shift worked to a maximum of \$60.00 per straight time workweek.

Lead Hands assigned as machine set-up persons shall be paid a differential of \$8.00 per shift worked to a maximum of \$40.00 per straight time workweek.

MAILERS AND PREPARATION CLERKS IN WAGE PROGRESSION

On completion of 770 shifts, Journeyperson rates of wages shall be paid, but no employee, temporary, regular part-time or regular full-time, shall be paid at those rates until he/she has completed 770 shifts.

0-110 shifts.....	60%
111-220 shifts.....	70%
221-330 shifts.....	75%
331-440 shifts.....	80%
441-550 shifts.....	85%
551-660 shifts.....	90%
661-770 shifts.....	95%

On completion of 770 shifts, Journeyperson rates of wages shall be paid. Shift differentials shall be paid on top of the percentage rates paid for Mailers and Preparation Clerks in progression.

MACHINE INSERTERS

Effective January 1, 1992
Starting Rate\$16.16 per hour
Fully Experienced Rate
(after 65 shifts worked).....\$17.94 per hour

Effective January 1, 1993
Starting Rate\$16.48 per hour
Fully Experienced Rate
(after 65 shifts worked).....\$18.30 per hour

Effective January 1, 1994
Starting Rate\$16.97 per hour
Fully Experienced Rate
(after 65 shifts worked).....\$18.85 per hour

Machine Inserters shall be eligible for a night shift differential of \$9.00 per shift, and a lobster shift differential of \$10.00 per shift. Machine Inserters assigned as Lead Hands shall be paid a differential of \$5.00 per shift worked to a maximum of \$25.00 per straight time workweek.

In the event a Lead Hand is required to be in charge of a shift, such Lead Hand shall be paid a differential of \$12.00 per shift worked to a maximum of \$60.00 per straight time workweek.

MANUAL INSERTERS

Effective January 1, 1992
Starting Rate.....\$12.43 per hour
*Top Rate.....\$14.74 per hour

Effective January 1, 1993
Starting Rate.....\$12.68 per hour
*Top Rate.....\$15.03 per hour

Effective January 1, 1994
Starting Rate.....\$13.06 per hour
*Top Rate.....\$15.48 per hour

Manual Inserters shall be eligible for a night shift differential of \$9.00 per shift and a lobster shift differential of \$10.00 per shift.

Manual Inserters assigned as Lead Hands shall be paid a differential of \$5.00 per shift worked to a maximum of \$25.00 per straight time workweek.

*To achieve top rate, employees must be able to maintain consistent inserting rate of 900 papers inserted or collated per hour and must have successfully completed the probationary period as set out in Article 8.

It should be understood that the premium paid to Lead Hands for being assigned as the person in charge of a shift will be paid to only one (1) Lead Hand on any given shift. If more than one (1) Lead Hand is assigned to a shift when no Supervisor is assigned to that shift, the Employer will designate which Lead Hand is to be in charge of the shift.

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

of \$1,500.00.

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

Regular part-time employees shall be entitled to such lump sum on a proportionate basis based upon the average number of hours actually worked each week from January 1, 1993 to December 31, 1993 as compared to the normal workweek of a regular full-time employee and shall be subject to the proportioning for service indicated above. Proportioning for service shall be applied after proportioning for part-time hours worked.

ARTICLE 13:

REDUCTION IN WORKFORCE

Any reduction in workforce shall be made by attrition or in accordance with the notice provisions specified in Article 9. In the event of a staff reduction in any job classification other than by attrition, dismissals shall be made in inverse order of priority.

Upon dismissal to reduce staff, an employee shall receive dismissal pay in a lump sum equal to one week's pay for every five months of continuous service or major fraction thereof with the employer, to a maximum of 52 weeks' pay. One weeks pay shall be defined as straight time pay for a normal workweek based on day shift rates.

A regular full-time employee named to be dismissed as a result of a reduction in staff may, as an alternative to accepting dismissal pay as provided hereinbefore, either:

(a) revert to part-time employment if part-time employment is available within the job classification concerned and in that event such employee shall retain his/her established full-time priority date and such priority date shall establish the employee's priority on the part-time priority list, in which event the regular part-time employee with least priority shall be dismissed and shall receive dismissal pay in accordance with the provisions of this Article, or

(b) claim a full-time or part-time job in a lower-rated classification provided the employee to be dismissed is competent to perform the work in the lower classification and provided he/she has more total continuous Mailing Room service than the employee whose job is being claimed. In the event of such a claim, the employee with least priority in the lower-rated job classification shall be dismissed and shall be paid dismissal pay in accordance with the terms of this Article. The employee claiming the job shall retain his/her established full-time priority date and such priority date shall establish the employee's priority on the relevant full-time or part-time priority list.

Notwithstanding the provisions of Articles 7 and 7A, effective January 1, 1992, when, following a staff reduction or reductions pursuant to Article 13, the Employer intends to add regular full-time situations in job classifications from which employees were dismissed, any such employees who claimed a position pursuant to paragraphs (a) or (b) hereof shall be offered reinstatement to their former positions in order of priority to the extent required to fill the number of situations called for by the Employer and all such employees shall be reinstated to their former job classifications before any new employees may be hired or other existing employees promoted to fill such situations. In the event of such reinstatement, the reinstated employee shall retain his/her priority date and such priority date shall establish the employee's priority on the relevant full-time priority list. An employee who claims a job pursuant to (a) or (b) or a reinstated employee shall not be required to go through an additional trial period.

A regular full-time employee having opted for available regular part-time employment in lieu of accepting dismissal pay shall, if subsequently terminated as a result of a staff reduction, be eligible to receive at that time the dismissal pay to which he/she would have been eligible under the original staff reduction termination plus whatever further dismissal pay such employee may have earned by virtue of part-time service to a maximum of 52 weeks' pay plus a once in a lifetime lump sum payment equal to two (2) weeks at the basic day shift rate in effect immediately prior to date of termination.

In the event a staff reduction is brought about as a result of the introduction of new technology, a regular full-time employee may, as an alternative to dismissal pay, or as an alternative to claiming employment as a part-time employee or a job in a lower-rated classification, elect enrollment in a recognized educational establishment with a view to retraining.

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

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

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

During the life of this Agreement every effort will be made in co-operation with the Union for the relocation of the personnel involved within the Union's jurisdiction who are affected by a staff reduction resulting from the introduction of new technology.

The Employer agrees to discuss with the Union the possibility of voluntary retirement of personnel within the Union's jurisdiction in order to reduce the impact of any layoffs, and to discuss any other alternative means of reducing the impact of such layoffs, including the introduction of a reduced workweek. It is understood that pressure will not be exerted on any individual with regard to voluntary retirement.

For the purpose of this Article a reduction in workforce is defined as a reduction in the number of regular full-time or part-time situations brought about through termination of employment, but not as a result of transfer, retirement, resignation, disability, death or discharge for just and sufficient cause.

Severance pay at the rate of one weeks wages for each six (6) months of continuous service (or major fraction thereof) with the Employer, with a maximum of fifty-two (52) weeks' wages, shall be paid on loss of situation caused through permanent suspension of publication or plant closure. Severance pay shall not apply in the case of an employee who does not lose employment through suspension of publication due to merger or plant closure.

Except as provided in Article 7, when the Employer intends to fill a vacancy for a regular full-time Mailer, a regular full-time Inserter, or a regular part-time Mailer, or a regular part-time Inserter, in either of the two Mailing Room locations referred to in Article 1 of this Agreement, it shall be posted in both Plant Mailing Rooms for a period of at least five (5) calendar days and the following procedures shall apply. A member of the Union wishing to be considered as a candidate to fill the vacancy shall make application in writing within the five (5) calendar day posting period.

A regular full-time situation holder who has worked 770 straight time shifts who is dismissed as a result of a reduction in staff shall receive, in addition to the dismissal pay described in this Article, an additional amount equal to two (2) weeks at the basic day shift rate in effect immediately prior to date of termination. A regular part-time situation holder having worked 770 straight time shifts who is dismissed as a result of a reduction in staff shall receive a proportionate amount based on the average number of straight time shifts worked in the 12 months preceding the dismissal, e.g. a part-time employee who averaged three straight time shifts per week in the preceding 12-month period would receive three-fifths of an amount equal to two (2) weeks at the basic day shift rate in effect immediately prior to date of termination in addition to the proportionate dismissal pay based on the dismissal pay provisions in this Article. It is understood that this amount equal to two (2) weeks at the basic day shift rate in effect immediately prior to date of termination (or proportionate amount) will be paid only once in the working lifetime of an individual.

The Employer agrees, without prejudice to its right to implement any staff reduction, to discuss with the Union the need for any such staff reduction (other than a staff reduction brought about as a result of attrition) prior to formal implementation thereof.

ARTICLE 14:

VACATIONS

Employees after one year of service are eligible for three weeks of vacation with pay in each year following the year ending June 30th. Employees having completed 5 years' continuous service to September 30th are eligible for a fourth week of vacation with pay. Employees having completed 10 years' continuous service to September 30th are eligible for a fifth week of vacation with pay. Employees having completed 25 years' continuous service to September 30, are eligible for a sixth week of vacation with pay. New employees and those working less than a full year to June 30th will receive one day of vacation for each 16 days worked (each 11.75 days worked in the case of employees eligible for a fourth week of vacation, and each 9.4 days worked in the case of employees eligible for a fifth week of vacation, and each 8 days worked in the case of employees eligible for a sixth week of vacation) but not more than 15 days (or 20 days or 25 days or 30 days) in any 12-month period.

Vacation pay will be based on the rate of the shift to which the employee is regularly assigned.

The vacation scheduling will be prepared by the Superintendent having regard to the requirements of the Mailing Room operation.

By January 15th of each year, the Superintendent will provide schedules for day, lobster and night shifts of Mailers and Inserters indicating the maximum number of employees to be off on vacation on a weekly basis for the following year.

The schedules will be posted on the bulletin board and employees will choose vacations by priority on a shift basis. Each employee will have 72 hours from the time of notification by the shift Supervisor to make his/her choice of vacation -- failure to do so in the required time will result in the name going to the bottom of the list for this selection only.

Vacation scheduling must be completed by April 15th each year. An employee who fails to exercise his/her choice of vacations by this time shall be placed on the bottom of the list for purposes of choosing his/her remaining vacation time. Such an employee must select such remaining vacation time from the remaining available dates no later than May 15th or have his/her remaining vacation time assigned by the office. No employee will be allowed to forgo vacation in any year for the purpose of adding to the length of vacation in any succeeding year. It is understood that all vacations earned to June 30th shall be completed by December 31st except by mutual consent.

Employees who are eligible for two weeks or more of vacation will be entitled to two consecutive weeks of their vacation between the week in which June 15th falls and the week in which Labour Day falls. No employee shall be allowed three or more consecutive weeks of vacation unless all two-week vacation periods have been arranged for all other members of the staff. As at November 15, 1989 there were 79 regular full-time Mailers assigned to the night shift, 24 regular full-time Mailers assigned to the lobster shift and 46 regular full-time Mailers assigned to the day shift. During the prime summer vacation period as set out in Article 14, paragraph 7, The Star will agree that for as long as the aforementioned numbers are in effect, it will permit 6 (six) regular full-time Mailers off on vacation at any one time on each of the day and night shifts and 1 (one) regular full-time Mailer on the lobster

shift. The Employer may permit more than these number of employees on vacation at any one time at its sole discretion. Should the number of regular full-time Mailers at One Yonge Street assigned to any given shift change from those set out heretofore, the number of employees permitted off on vacation during the prime summer period at any one time on that shift may be modified upward or downward at the Employer's discretion but not less than 10 per cent of the regular full-time Mailers on any shift shall be permitted off on vacation at any one time. The Employer undertakes to make every reasonable effort to allow additional employees to take vacation during the weeks of Christmas, New Years and the March school break.

Shifts lost as a result of sickness or accident (verified by a physician if required by the Employer), bereavement leave, jury or witness duty, Union/Management meetings as defined in Article 16 (g) (Leaves of Absence), recognized holidays which fall on a regularly scheduled work day, shall be considered as shifts worked for the purpose of determining vacation credits, except that no employee receiving Long Term Disability benefits shall earn vacation credits.

ARTICLE 15:

RECOGNIZED HOLIDAYS

For the purpose of this Agreement, the recognized holidays are New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

In addition to the above holidays, employees shall be entitled to a floating holiday with pay to be taken at a time acceptable both to the employee and to the Employer within 30 days of the employee's birthday. If a mutually acceptable date cannot be agreed upon, the employee shall have the option of accepting a day off as designated by the Employer within this period of time or may elect one shift's pay at straight time in lieu thereof.

If any recognized holiday, except New Year's Day or Christmas Day, falls on either Tuesday, Wednesday or Thursday, it will be celebrated on either the previous Monday or the succeeding Friday, at the discretion of the Employer providing four (4) weeks' notice is given.

When no work is performed, straight time rates, based on the employees scheduled shift rate, will be paid for the above mentioned holidays provided these holidays result in a shortening of the workweek and provided that a regular situation holder is at work the scheduled work day before and the scheduled work day following the day on which the recognized holiday is observed, excepting in those cases where other arrangements have been mutually agreed upon between the Employer and the employee, or absences from work due to sickness or accident and certified by a physician if required by the Employer. The Employer agrees to give every case consideration and will not refuse permission arbitrarily.

A regular full-time employee whose regular time off falls on a recognized holiday or whose vacation time includes a recognized holiday shall receive equivalent time off within one month or shall receive one shift's pay at straight time with the election to be made on a mutual consent basis. If the employee and the office cannot agree within 48 hours as to a satisfactory day off, then the employee shall automatically

re one shift's pay at straight time rates.

Regular part-time employees shall be compensated on a proportionate basis for recognized holidays which fall on days on which they are not scheduled to work, e.g. an employee who works 3 shifts in a workweek shall be entitled to 3/5ths of a shift's pay as compensation for a recognized holiday not worked which falls on one of his/her days off.

In a week in which two recognized holidays fall and for which a regular part-time employee receives holiday pay, the holiday pay received for such recognized holidays shall constitute one of his or her regularly scheduled shifts (as provided for in Article 7, paragraph 1.) for the week in which such recognized holidays fall.

A regular employee who is required to work on a recognized holiday which falls on his/her day off shall be paid at double the regular hourly straight time rate and shall receive in addition a day off with pay or one shift's pay in lieu thereof at the Employer's discretion within thirty (30) calendar days of the holiday.

When work is performed on a recognized holiday, it shall be paid for in accordance with the terms of Article 11 (e).

ARTICLE 16:

LEAVES OF ABSENCE

- a) In the event of the death of a regular situation holder's spouse or children, parent, step-parent, legal guardian, brothers, sisters, parents-in-law, step-children, grandparents, grandchildren, brothers-in-law and sisters-in-law, a bereavement leave shall be granted of up to five (5) days from and including date of death to and including date of funeral, for the purpose of making funeral arrangements and/or attending the funeral. Pay for such bereavement leave will be limited to a maximum of up to five (5) scheduled working days absent under the above conditions.
- b) A regular employee called for jury duty or subpoenaed as a witness will be paid the difference between jury or witness pay and his/her regular pay while so serving.
- c) A regular employee who enters military service of the Canadian Government during a state of war or under compulsory military service will, on release from such service, be reinstated in his/her former position, or comparable one, at the rate currently paid for such position at the time of resumption of employment.

Regular employees who are members of reserve units of the Army, Navy or Air Force may apply for leaves of absence without pay to attend periods of annual training which are required as a condition of service in such units. Every reasonable effort will be made to grant such leaves of absence but each application must be considered in the light of existing conditions when the application is made.

Time spent in military service will not be considered a break in service.

- d) A female employee shall be entitled to pregnancy leave and parental leave in accordance with the Employment Standards Act, except that such leaves in combination may be for up to fifty-two (52) weeks in total. The

employee shall provide the Employer with satisfactory medical evidence as to her ability to continue working, if requested by the Employer.

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

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

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

(2) An employee who takes pregnancy or parental leave or a combination of both shall give written notice to the Employer prior to the commencement of such leave if the employee does not intend to make her or his contributions to the cost of benefits,

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

(b) in the case of an employee taking parental leave only, for the duration of such leave.

Provided that the employee pays her or his contributions to the cost of group benefits for such period the Employer shall make its contributions to group benefits for such period; and

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

(4) Regular part-time employees shall be entitled to the foregoing benefits on a proportionate basis as more fully set out in Article 18, Regular Part-Time Employees, Benefit Participation.

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

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.

- e) An employee who is elected or appointed to a full-time paid position within the Local or the Graphic Communications International Union shall, upon 30 days' written notice, be granted a leave of absence without pay for a period of up to two (2) years. An employee granted such a leave of absence shall provide at least 30 days' notice of his/her intention to return to work.
- f) Upon two (2) weeks' written notice, employees may be granted leaves of absence without pay for the purpose of attending Union conventions and seminars, provided that not more than two (2) employees from each of the two Mailing Rooms as referred to in Article 2 are away at any one time.
- g) Upon 24 hours' notice, a maximum of three (3) employees (not more than two (2) from any shift) from each plant Mailing Room will be granted time off to attend Union/Management meetings pertaining to the interpretation or application of this Agreement. It is understood that such leaves of absence shall be without pay and that arrangements will be made to provide competent straight time replacements if required by the Employer.
- h) The Employer agrees to give consideration to requests for leaves of absence for periods up to twelve (12) months for purposes other than those referred to elsewhere in this Article. It is understood that all requests for such leaves of absence shall be made in writing and that such leaves of absence, if granted, shall be without pay. The granting of such leaves of absence shall be at the sole discretion of the Employer, and it shall be at the sole discretion of the Employer as to whether or not an employee granted a leave of absence shall be replaced. It is further understood and agreed that it shall be at the sole discretion of the Employer as to whether or not the replacement of an employee on a leave of absence (if required) shall be done through the use of temporary employees or regular part-time employees, and this provision shall apply to any leave of absence referred to in this Article.
- i) An employee at either Mailing Room referred to in this Agreement wishing time off for personal reasons shall give the office as much notice as possible, but not less than forty-eight (48) hours. It is understood and agreed that all such time off is without pay and requires the consent of the Employer. It shall be at the sole discretion of the Employer as to whether or not such absence requires coverage. No such time off shall be granted under circumstances when coverage is required unless such coverage can be provided at regular straight time rates. Permission for such time off for personal reasons shall not be unreasonably withheld by the office but it is agreed that coverage of production requirements shall be the governing principle with respect to whether or not permission is granted. Refusal to give permission for such time off which in the view of the Employer might prejudice the production and/or distribution of the newspaper or parts thereof shall under no circumstances be considered unreasonable.
- j) It is agreed that an employee on authorized leave of absence, excepting any pregnancy or parental leave of

absence taken in accordance with Clause d) and Employment Standards Act, shall not earn any benefits which depend upon seniority during the course of such leaves but shall be allowed to retain any such seniority rights accumulated up until the time of the commencement of the leave of absence and will recommence earning such seniority rights upon return to active employment. There shall be no loss of priority as a result of any authorized leave of absence approved in writing by the Employer.

ARTICLE 17:

MISCELLANEOUS

- a) A monthly Chapel meeting of 15 minutes shall be allowed at a time suitable to the Superintendent in consultation with the Chapel Chairperson. In offices where three (3) shifts overlap, one 15-minute Chapel meeting each month shall be allowed during the working hours of 2 of the 3 shifts at a time suitable to the Superintendent in consultation with the Chapel Chairperson. In offices composed of shifts which do not overlap, two 15-minute periods shall be allowed for conducting monthly Chapel meetings under the same conditions. It is understood that such meetings shall not interfere with production.
- b) The Employer agrees that, in each of the Mailing Rooms referred to in Article 2, a Union representative who is employed by the Employer and who has previously been designated by the Union to the Employer as a Union representative for the Mailing Room in which he/she is employed may, with the prior consent of his/her Supervisor or the Employer's designated representatives, 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 6. Subject to acceptance of the need to maintain production, consent for a Union representative to leave his/her regular duties for the purposes specified herein shall not be unreasonably withheld.
- c) Both parties agree that everything should be done to safeguard the health of employees and minimize hazards in every way possible. To this end the Employer agrees to provide and maintain sanitary conditions in the Mail Rooms, including suitable and separate changing and washroom facilities for male and female employees,
- d) The Employer agrees that when safety equipment and/or safety clothing is required to be worn by employees, it will maintain its current policy with respect to payment of such clothing or equipment, which provides that it will pay 100% of the cost thereof to the maximum amounts set out therein (e.g. the maximum payable by the Employer to cover the cost of safety shoes/boots shall not exceed \$65.00 (effective July 1, 1992 \$75.00 and effective January 1, 1994 \$85.00)).

Probationary employees shall pay for their own safety shoes but will be reimbursed upon successful completion of the probationary period to the maximum payable by the Employer as provided in this Article.

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

Mailing Room staff.

- e) The President or the Senior Executive of the Graphic Communications International Union Local N-1 agrees to meet with senior representatives of The Star at regular intervals during the life of the Agreement to discuss resolution of problems, ways and means of improving productivity, and the establishment of principles which should guide the parties in the resolution of future differences.
- f) The Graphic Communications International Union Local N-1 agrees to take whatever steps may be possible in ensuring that the Weekly Indemnity Plan is not subject to any abuse.
- g) The Employer agrees to provide a bulletin board in both Mailing Rooms as referred to in Article 2. It is understood that such bulletin boards shall be used for official Union communications or announcements pertaining to social activities, and it shall be the responsibility of the Union to ensure that such bulletin boards are kept in a neat and satisfactory condition.
- h) The Employer, Union and employees recognize that they share the responsibility of ensuring that the workplace environment is healthy and safe and that that can only be achieved through mutual respect and cooperation. The Occupational Health and Safety Act of Ontario ("OHSA"), or successor legislation, sets out the rights, responsibilities and obligations of the workplace parties in this regard and the Employer, Union and employees agree that they shall be bound by OHSA in all respects.

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

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

The Union shall appoint a representative and an alternate to be a member of the Joint Production Safety Committee which shall consist of worker representatives from each of the Production Departments and an equal number of Employer representatives which shall be the Safety Committee for purposes of the Ontario Occupational Health and Safety Act and which shall meet at least every two (2) months or more often as may be decided by the parties to deal with any new or outstanding items of safety. Minutes of meetings will be distributed to each committee member and to each designated safety representative. It shall be the responsibility of the Union to advise the Employer of the names of its Safety Committee representative, its safety representative and of the names of their alternates and to ensure that the Employer is advised in writing of any changes.

ARTICLE 18:

HEALTH BENEFITS WEEKLY INDEMNITY PLAN

1. ELIGIBILITY

A member of the Union who is actively engaged in working for his/her Employer as a regular Mailer or Inserter and who has three months of continuous service with this Employer is automatically eligible for this Plan.

2. TERMINATION OF PLAN

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

3. AMOUNTS OF BENEFITS

Benefits will be paid weekly at the rate of 100% of the contract day rate for the disabled employee for a maximum of 26 weeks. Thereafter benefits will be paid to regular situation holders with two or more years of continuous service at the rate of 60% of the contract day rate in effect on the last day of his/her 26th week of disability until age 65, and such benefits will be paid monthly.

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

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

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

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

4. BASIS FOR PAYMENT OF BENEFITS

Except in the case of absence resulting from compensable injury, benefits will commence on the second working day for all types of disability (accident, sickness or disease). For the first 26 weeks and the next 78 weeks, disability of the employee shall be deemed (1) inability to perform each and all material duties pertaining to his or her occupation, and (2) no engagement in any occupation or employment for wage or profit. Commencing with the

third year of absence, disability (and hence qualifications for benefits) is defined as the continuous inability of the insured employee to engage in each and every gainful occupation or employment for which he/she is reasonably qualified by reason of education, training or experience. In the case of absence due to compensable injury, any difference between payment for the first day of absence received from the Workers' Compensation Board and regular straight time pay which the employee would have received will be made up by the Employer.

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

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

5. CONTRIBUTIONS

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

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

6. EFFECT OF DISABILITY ON SERVICE

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

GROUP LIFE INSURANCE

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,

HEALTH INSURANCE

The Employer will assume the full costs of the Ontario Health Insurance Plan* and supplement thereto and 100% of the Blue Cross Extended Health Plan (or mutually accepted equivalent), as well as the costs of the elimination of the deductibles required for Drugs and Hospitalization, under the

Blue Cross Extended Health Plan, affecting employees covered by this Agreement and their dependents.

*Effective January 1, 1990 Ontario Health Insurance Plan Premiums will be replaced with an annual payroll tax.

PENSION PLAN

Regular full-time employees shall be required to join the Toronto Star Pension Plan upon fulfillment of the eligibility requirements. It is understood and agreed that normal retirement is required at age 65, or as may be specified in accordance with the terms of the Pension Plan.

DENTAL INSURANCE

Effective January 1, 1992, Standard Life, Policy No. 10 576-N (the "Plan") will replace existing dental insurance programs. Subject to the following and the Employer's 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 must participate in the Plan unless specifically excluded by virtue of the terms of the Plan;

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

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

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

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

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

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

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

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

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

months per insured employee and per dependent and the remainder shall be paid by the employee.

The premium cost sharing arrangements on behalf of regular 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.

Effective September 1, 1992 the method of calculation of dental plan premium charges to regular part-time employees shall revert to that set out in Article 18, Regular Part-Time Employees, Benefit Participation. Presently part-time employees who work less than 50% of the normal full-time workweek are charged a dental premium on the basis of working 50% of the normal workweek while employees who work more than 50% of the normal workweek are charged the same dental premium as full-time employees

VISION CARE

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

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

ACCIDENTAL DEATH

Effective first full week following date of signing the Employer will pay the premium cost for insurance coverage to provide a benefit of \$100,000. (effective January 1, 1993 \$200,000.) to be paid in the event of the accidental death of an employee occurring or resulting from injuries sustained in the course of his/her employment.

REGULAR PART-TIME EMPLOYEES, BENEFIT PARTICIPATION

Regular part-time employees who meet the eligibility requirements may participate in any of the benefits specified in this Article. The Employer's contribution toward the cost of benefits for regular part-time employees shall be proportionate to the Employer's contribution for regular full-time employees and the proportion shall be based on the amount of straight time hours worked by a part-time employee in comparison with the amount of straight time hours worked by a regular full-time employee. The Employer may deduct the full cost of such benefits in advance and shall reimburse the employee the Employer's contribution the month following.

Regular part-time employees agreed to by both parties as having priority shall be entitled to Short and Long Term Disability benefits based upon the average weekly number of straight time shifts worked by the regular part-time employee in the six (6) months immediately preceding the absence due to sickness or disability. Regular part-time employees with less than six (6) months of service will have Short and Long

Term Disability benefits calculated on the basis of the average straight time weekly shifts worked by the two (2) regular part-time employees with least seniority who have at least six (6) months of service but in all other respects Short and Long Term benefits for regular part-time employees shall be calculated in accordance with the provisions of Article 18.

ARTICLE 19:

TERM OF AGREEMENT

This Agreement shall take effect on January 1, 1992, and shall remain in force until December 31, 1994. It is mutually agreed that only the scale of wages provided in Article 12, including overtime (if any), will be retroactive to January 1, 1992, but all other provisions will be made effective upon the signing of this Agreement or upon such other date as may be provided for elsewhere in this Agreement.

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

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

TORONTO STAR NEWSPAPERS LIMITED

PER:

PER:

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

PER:

PER:

TORONTO STAR NEWSPAPERS LIMITED

One Yonge Street
Toronto, Ontario, Canada
M5E 1E6

July 11, 1985.

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

Dear Mr. Oliver:

It is hereby understood by the Union and the Employer that Article 2 of the Collective Agreement is not intended to detract from the bargaining rights granted to the Union by the Certificate issued by the Ontario Labour Relations Board in File No. 6702-74-R for those persons employed or to be employed by Toronto Star Newspapers Limited in any other plant not referred to in Article 2.

Yours truly,

Chris J. Davies,
Director,
Industrial Relations.

CJD/kjg

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

BETWEEN

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

AND

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

RE: SUNDAY NEWSPAPER PUBLICATION

In the event that Sunday is worked as part of a regular workweek in connection with the production of a Sunday newspaper, (irrespective of whether the Sunday newspaper is a morning or afternoon newspaper) straight time rates shall apply to the regular hours of the shift with overtime, extra shift or recognized holiday pay being applied as it would be in connection with any other regularly scheduled straight time shift.

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

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

defined.

Dated this _____ day of _____, 1992.

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

TORONTO STAR NEWSPAPERS LIMITED
PER:
PER:

**SUPPLEMENTAL AGREEMENT
BETWEEN
TORONTO STAR NEWSPAPERS LIMITED**
(the "Employer")

AND

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

**COVERING MAILING ROOM EMPLOYEES AND
FORMING PART OF THE MAIN COLLECTIVE
AGREEMENT BETWEEN THE EMPLOYER AND THE
UNION EFFECTIVE JANUARY 1, 1992 to DECEMBER
31, 1994.**

1. The feeding of pockets on inserting equipment at the newspaper Mailing Room at One Yonge Street will be performed by Inserters, as provided in the Collective Agreement between the parties dated January 1, 1992 to December 31, 1994. The delivery and/or removal of bulk product to and from machine inserting equipment and the feeding of the head pocket when the product to be fed into the head pocket is a broadsheet section of the daily newspaper (but not an insert or tabloid section) shall not be considered part of the work to be performed by Inserters. The starting rate shall be paid for the first sixty-five (65) shifts worked. The Employer further agrees that when an employee designated as Machine Inserter is assigned to manual inserting from time to time as required, the said Machine Inserter shall be paid not less than the appropriate machine inserting rate. An Inserter shall be considered a Machine Inserter when the majority of the work performed by that employee on a regular basis is machine inserting.

Nothing in this Clause shall be interpreted to preclude the Employer from employing Manual Inserters for manual inserting at the manual inserting rates specified in the Collective Agreement. In the event that Manual Inserters are used from time to time as Machine Inserters, they shall be paid at the appropriate machine inserting rate for hours so worked; that is to say at the starting machine inserting rate for the first 65 shifts so worked and at the fully experienced machine inserting rate for shifts worked thereafter. Such sporadic work on machine inserting equipment, however, shall not entitle any such Manual Inserter to reclassification as a Machine Inserter, unless such Machine Inserter is reassigned to machine inserting on a regular basis and except under that specific circumstance a Manual Inserter will revert to manual inserting rates when reassigned to manual inserting following periods of sporadic machine inserting coverage.

2. A normal straight time workweek for regular full-time Machine Inserters shall consist of thirty-five (35) hours per week made up of five (5) day, five (5) night or five (5) lobster shifts of seven (7) working hours, exclusive of a meal period of thirty (30) minutes each shift, the time and duration of which are to be determined by the Employer. It is agreed that the workweek for Manual Inserters may be made up of a combination of day, night or lobster shifts; however, the Employer agrees to make every reasonable effort to minimize the scheduling of such workweeks and to endeavour to schedule Manual Inserters to workweeks made up of five day, five night or five lobster shifts.

Should the Employer hire regular part-time Inserters (that is to say, employees who are regularly scheduled to work two (2) shifts or more each week, but less than the normal workweek as defined in Article 10) such regular part-time Inserters will be requested, in order of priority, to work any extra shifts within the newspaper Mailing Room up to five (5) straight time shifts per week, before temporary Inserters or regular full-time Inserters are assigned to such shifts, provided that:

(a) such regular part-time Inserters notify the office in writing that they wish to be provided with this opportunity and will make themselves available for such extra shifts; and

(b) a part-time Inserter who refuses extra shifts offered in accordance with these provisions or fails to cover that shift having indicated willingness and availability to work and who does not provide an explanation satisfactory to the Employer may be deemed by the Employer to be ineligible for extra shifts for a period of six (6) months following which the employee in question shall be subsequently placed at the bottom of the regular part-time employee list for purposes of eligibility to work available extra shifts.

The Employer agrees to make every reasonable effort to assign overtime to Inserters in a fair and equitable manner. The Employer further agrees to provide two (2) unpaid ten (10) minute breaks, one before the meal break and one after the meal break in each shift, whenever possible, but it is understood and agreed that production requirements may preclude the possibility of breaks from time to time. Meal periods for Inserters shall be granted in accordance with the terms of Article 10 of the Collective Agreement.

It is agreed that inserting equipment will be operated in a manner which will permit Inserters to be rotated from pocket to pocket as directed by Mailing Room supervision.

3. With respect to part-timers, the Employer agrees to make a reasonable effort to ensure that the opportunity to work extra shifts in excess of those forming part of the guaranteed minimum shift requirement for part-timers is distributed in a fair and equitable manner.

In the event of disagreement with respect to the assignment of any particular part timer:

(a) the Chapel Chairperson shall have the right to meet with office representatives to discuss the matter; and

(b) if the matter is not resolved to the satisfaction of

both parties, the Union will retain the right to pursue the matter through the grievance procedure.

4. It is agreed that the Main Collective Agreement between the parties dated January 1, 1992 to December 31, 1994 shall be deemed to be amended to the full extent required to give effect to the terms of this Supplemental Agreement and that the implementation of this Supplemental Agreement shall for all purposes be deemed not to have violated any provisions of the above mentioned Main Collective Agreement.

5. It is understood that the term regular situation holder, as used throughout this Supplemental Agreement, applies to all of the regular employees in the classifications set out in Article 7 of the Main Collective Agreement between Toronto Star Newspapers Limited and Graphic Communications International Union Local N-1 (covering Mailing Room employees) dated January 1, 1992 to December 31, 1994. For example, a regular situation holder may be a regular full-time or regular part-time Mailer, Preparation Clerk, Manual Inserter, or Machine Inserter.

6. Any set-up of Muellers or other bindery equipment falling within the jurisdiction of the Union shall be the function of either a Lead Hand or Journeyperson Mailer,

Dated at Toronto this _____ day of _____, 1992.

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

PER:

PER:

TORONTO STAR NEWSPAPERS LIMITED

PER:

PER:

June 16th, 1985.

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

Dear Mr. Oliver:

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

Contingent upon Union agreement that personnel files and information contained therein are the property of the Employer, The Star agrees that a regular employee shall be permitted to read his/her personnel file contents once a year provided that he/she shall make a written request to this effect to his/her Department Head. The Employer agrees to provide an employee with an opportunity to read his/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. An employee shall have the right to have corrected any confirmed error of fact in his/her

personnel file.

Yours truly,

Chris J. Davies,
Director,
Industrial Relations.

CJD/kjg

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

BETWEEN

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

AND

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

Dated at Toronto this _____ day of _____, 1992.

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

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

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

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

**PER:
PER:**

TORONTO STAR NEWSPAPERS LIMITED

**PER:
PER:**

June 10, 1992

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

Dear Mr. Oliver:

This is to confirm the Employer's agreement to continue its

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

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

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

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

Yours truly,

Chris J. Davies,
Director,
Industrial Relations.

CJD/kjg

**MEMORANDUM OF AGREEMENT BETWEEN
TORONTO STAR NEWSPAPERS LIMITED AND
GRAPHIC COMMUNICATIONS INTERNATIONAL
UNION LOCAL N-1 COVERING ALL MAILING
ROOM EMPLOYEES**

R E SUNDAY NEWSPAPER WORK

It is agreed that inserts, supplements or other products distributed with a Sunday newspaper are an integral part of the Sunday newspaper and that work on such products is work "in connection with the production of a Sunday newspaper" for all purposes including determination of rates of pay for Inserters represented by the Union. It is further agreed that when the inserting or collating of such products to be distributed with the Sunday newspaper is performed on Sunday as part of a regular workweek, the regular hours of the shift shall be paid at the appropriate straight time rates of pay as set out in Article 12. When such work is performed on a Sunday as a shift which is additional to the regular straight time workweek (e.g. as a sixth or seventh shift), it shall be compensated for at double the regular straight time rates of pay as set out in Article 12.

In view of this agreement The Star agrees to pay Inserters who worked on Sunday, March 31, 1985, as an additional shift, at double the regular straight time rate of pay set out in Article 12 and the Union agrees to withdraw its grievance with respect to this matter dated April 9, 1985.

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

**PER:
PER:**

TORONTO STAR NEWSPAPERS LIMITED

**PER:
PER:**

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

BETWEEN

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

AND

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

Dated January 1, 1992 to December 31, 1994.

RE: ARTICLE 2 g)

1. Both parties recognize and agree that all persons who perform manual inserting services on a temporary basis in the Employer's Mailing Room at One Yonge Street, Toronto and who are employees of other employers, are not part of the Bargaining Unit covered by the Collective Agreement.

2. The Union and the Employer agree that temporary hand inserters as defined in paragraph 1. above shall not be employed for more than two (2) shifts per week of up to seven (7) hours per shift except under circumstances where this limit has been exceeded by past practice. Temporary hand inserters shall not perform work that has previously been done by members of the Bargaining Unit. There shall be no increase in the amount or nature of the work assigned to such temporary hand inserters over and above the amount or nature of such work performed in the Employer's Mailing Rooms in 1986 unless the Union has been given the opportunity to provide the manpower required to perform such work at regular straight time rates and is unable to do so. Subject to the foregoing the Employer agrees that work performed by temporary hand inserters shall not deprive members of the Bargaining Unit of any hours or overtime opportunities or in any other way adversely affect such Bargaining Unit members.

3. In the event persons described in paragraph (1) above perform manual inserting work in the Employer's Mailing Room at One Yonge Street, Toronto, the Employer shall be required to pay a penalty fee to the Union in the amount of one dollar (\$1.00) per shift worked by each such Inserter.

4. The Employer will send to the Union and the Chapel Chairperson a list of those persons described in paragraph (1) above together with the number of shifts worked by each such person during the previous three (3) months (and thereafter quarterly in arrears) and will at the same time forward to the Union the penalty payment required on behalf of such persons calculated in accordance with the provisions of paragraph (3) above.

5. As provided in Article 2 of the Main Collective Agreement between the parties it is agreed that before hiring the employees of any other employer to perform work in either of the Mailing Rooms, the Employer will first provide the Union with an opportunity to supply manpower at the appropriate straight time rates.

TORONTO STAR NEWSPAPERS LIMITED
PER:
PER:

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

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

BETWEEN

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

AND

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

Dated January 1, 1992 to December 31, 1994.

**RE: MAILERS NIGHT SIDE SHORT WORKWEEK
- ONE YONGE STREET**

1. The normal straight time workweek for Mailers holding regular full-time situations assigned to a short workweek shall consist of four (4) shifts of eight (8) hours exclusive of a meal period of not less than thirty (30) minutes, the duration and timing of which shall be determined by the Employer. If any additional shifts are required and authorized by the Employer on the night shift they shall consist of eight (8) hours exclusive of a meal period of not less than thirty (30) minutes, the duration and timing of which shall be determined by the Employer and shall be worked at regular straight time rates. If any additional shifts are required and authorized by the Employer on the day or lobster shifts they shall consist of seven (7) hours exclusive of a meal period of not less than thirty (30) minutes, the duration and timing of which shall be determined by the Employer and shall be worked at the appropriate overtime rate.

Night side Mailers must advise the office on Friday if they wish to work an available fifth shift the following week on the night side. Any such available fifth shifts not claimed by night side regular short workweek Mailers will be offered to regular part-timers before being offered to temporaries. The opportunity to work night side fifth shifts shall be offered to regular short workweek Mailers on a rotational basis in order of priority.

Benefit participation for night side Mailers on a short workweek shall be as follows:

1. Ontario Health Insurance Plan coverage: The Employer will pay premium contributions on behalf of regular full-time Mailers assigned to a short workweek to the same extent as for a regular full-time situation holder. Effective January 1, 1990, Ontario Health Insurance premiums will be replaced with an annual payroll tax.

2. Dental Insurance: The Employer will pay the premium contributions on behalf of regular full-time Mailers assigned to a short workweek to the same extent as for a regular full-time situation holder.
3. Group Life Insurance: The Employer will pay on behalf of regular full-time Mailers assigned to a short workweek the full premium cost of group life insurance in the amount of \$6,000.00. Should the regular situation holder elect excess coverage, a year's salary at base rate shall be established as being 52 times the Mailers straight time pay at day shift rates based on 35 hours per week.
4. Extended Health Care: The Employer will pay the full cost of the **Blue** Cross Plan for extended health care to the same extent as for a regular full-time situation holder.
5. Weekly Indemnity Plan: The Weekly Indemnity Plan benefit as described in Article 18 of the Collective Agreement shall be calculated on the basis of the average number of weekly straight time hours worked by regular full-time Journeyperson Mailer situation holders assigned to a short workweek to a weekly maximum of thirty-five (35) straight time hours during the six (6) month period immediately preceding an absence due to sickness.
6. Vacations: Regular situation holders assigned to a short workweek shall receive vacations in accordance with Article 14 of the Collective Agreement, except that the rate of pay for each week of vacation shall be equal to thirty-two (32) times the Mailer's regular hourly straight time rate of pay.

Regular situation holders assigned to a short workweek shall be entitled to additional vacation pay (but not vacation) in respect of all fifth shifts worked at straight time in addition to the normal four shift short workweek and compensated as follows:

-6% of such additional straight time earnings for employees entitled to three (3) weeks' vacation;
-8% of such additional straight time earnings for employees entitled to four (4) weeks' vacation;
-10% of such additional straight time earnings for employees entitled to five (5) weeks' vacation;
-12% of such additional straight time earnings for employees entitled to six (6) weeks' vacation.
7. Toronto **Star** Pension Plan: Members of the Toronto Star Pension Plan are required to maintain their membership therein and remain subject to all of its terms. Regular situation holders assigned to work a short workweek will be given credit for extra shifts worked at straight time to a maximum of an additional three hours of straight time per week in the case of a Mailer.

**WAGE RATES FOR NIGHT SHIFT
JOURNEYPerson MAILERS AND
PREPARATION CLERKS ASSIGNED TO A
SHORT WORKWEEK**

Effective January 1, 1992	\$818.35 per week*
Effective January 1, 1993	\$833.92 per week*
Effective January 1, 1994	\$857.74 per week*

*Includes night shift differential of \$10.00 per shift, four shifts, 32 hours per week.

TORONTO STAR NEWSPAPERS LIMITED

PER:

PER:

GRAPHIC COMMUNICATIONS

INTERNATIONAL UNION LOCAL N-1

PER:

PER:

**SUPPLEMENTAL LETTER OF AGREEMENT
BETWEEN**

TORONTO STAR NEWSPAPERS LIMITED

AND

GRAPHIC COMMUNICATIONS INTERNATIONAL

UNION LOCAL N-1

(MAILING ROOM EMPLOYEES)

AND

SOUTHERN ONTARIO NEWSPAPER GUILD

LOCAL 87

Dated this _____ day of _____, 1992.

(1) All parties to this Agreement agree that when bundles of newspapers (completes or parts) have been delivered to the Delivery dock, or areas immediately adjacent thereto, from the Mailing Room, by way of the lowerator system, the placing of such bundles onto skids and the loading of loaded skids onto trucks or vans, using motorized vehicles such as forklift trucks, is appropriately assigned to employees who **are** members of the Southern Ontario Newspaper Guild, Local 87, **as** part of the work performed by employees who are members of the Southern Ontario Newspaper Guild, Local 87, to the extent that such bundles consist of the kind of products being delivered to the Delivery dock area by lowerator as at the date of signing this Agreement, which are described in the memorandum attached hereto as Appendix "A".

(2) All parties agree that when newspapers, or parts thereof, are loaded onto skids in the Mailing Room and brought to dock level by existing freight elevators, and are subsequently loaded onto trucks at either the Yonge Street dock area or the Freeland Street dock area, the loading of such loaded skids onto trucks using motorized vehicles such as forklift trucks in the performance of this function is appropriately assigned to employees who are members of the Graphic Communications International Union Local N-1, as is the unloading of inserts from trucks using such equipment when it is to be delivered to the Mailing Room for inserting into the newspaper, or parts thereof, in the Mailing Room, by employees who are members of the Graphic Communications International Union Local N-1.

(3) Without prejudice to any position which Toronto Star Newspapers Limited or Southern Ontario Newspaper Guild Local 87 might take, it is the position of Graphic Communications International Union Local N-1 that any tying or shrink wrapping of loaded skids which is performed on the Delivery dock or on the floor area immediately adjacent thereto is work which falls within the jurisdiction of Graphic Communications International Union Local N-1.

(4) This Agreement applies only to work performed on the Employer's premises at One Yonge Street, Toronto, and shall not be considered in any way binding upon the parties with respect to the performance of the work in question at any existing or future premises of the Employer.

(5) The provisions of the Collective Agreement between Toronto Star Newspapers Limited and Graphic Communications International Union Local N-1 covering Mailing Room Employees, and the provisions of the Collective Agreement between Toronto Star Newspapers Limited and Southern Ontario Newspaper Guild Local 87 shall be deemed to be modified only to the extent necessary to give effect to the foregoing and are otherwise confirmed.

(6) In consideration of the agreements reached heretofore, the Graphic Communications International Union Local N-1 withdraws its grievance dated January 28th, 1988 (copy attached as Appendix "B") with respect to the assignment of work to employees who are members of Southern Ontario Newspaper Guild Local 87 in connection with the work described in paragraph (1) above, and the Southern Ontario Newspaper Guild Local 87 withdraws its letter of January 11th, 1988 (copy attached as Appendix "C") in which it lays jurisdictional claim to the work performed by employees who are members of the Graphic Communications International Union Local N-1 as described in paragraph (2) above.

GRAPHIC COMMUNICATIONS INTERNATIONAL UNION LOCAL N-1

PER:
PER:

SOUTHERN ONTARIO NEWSPAPER GUILD LOCAL 87

PER:
PER:

TORONTO STAR NEWSPAPERS LIMITED

PER:
PER:

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

BETWEEN

TORONTO STAR NEWSPAPERS LIMITED

AND

GRAPHIC COMMUNICATIONS INTERNATIONAL UNION LOCAL N-1

(Covering Pressroom, Platemaking and Mailing Room Employees)

RE: RECOGNIZED HOLIDAYS FALLING ON A SATURDAY OR SUNDAY

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

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

and

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

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

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

(3) Any employee who is absent from work and eligible to receive weekly indemnity benefits, Long Term Disability benefits (including top-up of Workers' Compensation Board payments) during the entire pay week in which a recognized holiday falls shall not be entitled to holiday pay in addition to their weekly indemnity or Long Term Disability benefits except as provided for in paragraph (1) above.

Dated this _____ day of _____, 1992.

TORONTO STAR NEWSPAPERS LIMITED

PER:
PER:

GRAPHIC COMMUNICATIONS INTERNATIONAL UNION LOCAL N-1

PER:
PER:

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

Re: New Plant Parking Vaughan Township

Dear Mr. Oliver:

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

Yours truly,

CJD/kjg

Chris J. Davies,
Director,
Industrial Relations.

26

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

BETWEEN

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

AND

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

Dated this _____ day of _____, 1992.

RE: PROBATION AND TRIAL PERIOD

(1) In the event that a probationary employee seeks and is accepted for a trial period in a classification other than the one in which he or she is serving his or her probationary period, such employee shall be required to fulfill a new probationary period of up to 100 shifts actually worked from date of transfer into the new classification. Should such employee fail to meet the Employer's requirements in any way at any time during this probationary period, he or she shall be subject to discharge without recourse to the grievance procedure and such employee shall have no right of return to his or her former job classification.

(2) An employee who seeks and is accepted for a trial period and who is returned to his or her former job classification during the course of the trial period shall not be eligible to apply for another trial period in respect of the same job classification for a period of twelve (12) months from the date upon which he or she was returned to the job classification in which he or she was working immediately prior to embarking upon the trial period. This shall not prevent such an employee from applying for a trial period in a different job classification subject always to the provisions of the Main Collective Agreement between the parties with respect to eligibility with regard to trial periods.

(3) 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.

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

**PER:
PER:**

**TORONTO STAR
NEWSPAPERS LIMITED**

**PER:
PER:**

26