

MAILING ROOM

AGREEMENT

Effective

January 01, 2002 to December 31, 2004

01450007

AGREEMENT

Between

TORONTO STAR NEWSPAPERS LTD

And

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION**

LOCAL 100M

(Covering the Mailing Room)

Effective

January 01, 2002 to December 31, 2004

TABLE OF CONTENTS

ARTICLE 1: RECOGNITION	Page 1
ARTICLE 2: JURISDICTION.....	Page 1
ARTICLE 3: UNION SECURITY.....	Page 1
ARTICLE 4: FOREMAN	Page 1-2
ARTICLE 5: NO STRIKE OR LOCKOUT.....	Page 2
ARTICLE 6: DISCIPLINE, GRIEVANCES, DISPUTE RESOLUTIONS AND ARBITRATION PROCESS	Pages 2-4
ARTICLE 7: EMPLOYMENT CATEGORIES AND JOB CLASSIFICATIONS	Pages 4-5
ARTICLE 7A: TRIAL PERIODS.....	Pages 5-6
ARTICLE 8: PROBATION AND PRE-EMPLOYMENT MEDICAL EXAMINATIONS.....	Page 6
ARTICLE 9: REGULAR SITUATIONS.....	Page 6
ARTICLE 9A: SENIORITY AND PRIORITY.....	Pages 6-7
ARTICLE 10: HOURS OF WORK.....	Pages 7-8
ARTICLE 11: OVERTIME	Pages 8-9
ARTICLE 12: WAGE RATES.....	Pages 9-10
ARTICLE 13: REDUCTION IN WORKFORCE	Pages 10-12
ARTICLE 14: VACATIONS	Pages 12-13
ARTICLE 15: RECOGNIZED HOLIDAYS	Page 13
ARTICLE 16: LEAVES OF ABSENCES.....	Pages 13-15
ARTICLE 17: MISCELLANEOUS	Pages 15-16
ARTICLE 18: HEALTH BENEFITS/WEEKLY INDEMNITY PLAN	Pages 16-18
ARTICLE 19: TERMS OF AGREEMENT.....	Page 19
 SUPPLEMENTAL AGREEMENTS AND LETTERS	
RE: Sunday Newspaper Publication	Page 19
RE: Supplemental Agreement Covering Mailing Room Employees	Pages 19-21
RE: Pension Plan	Page 21
RE: Sunday Newspaper Work	Page 21
RE: Article 2g	Page 22
RE: Mailers Night Side Short Work Week	Pages 22-24
RE: Work Jurisdiction Issues Regarding Southern Ontario Newspaper Guild	Page 24
RE: Recognized Holidays Falling on a Saturday or Sunday.....	Page 25
RE: Probation and Trial Period	Pages 25-26
RE: Health and Wellness	Page 26

RE: Article 2g not detracting from bargaining rights	Page 26
RE: Personnel File	Page 27
RE: LTD Benefits	Page 27
RE: Toronto Star Pension Plan	Pages 27-28
RE: Rehabilitation Programs	Pages 28-29
RE: Parking at The Vaughan Press Centre	Page 29

LETTERS OF INTENT

RE: Vacation Harmonization	Page 29
RE: Dispute Resolution	Page 30

LETTERS OUTSIDE OF THE COLLECTIVE AGREEMENT

RE: Deferred Compensation Leave Plan.....	Page 30
RE: Wage Increases	Page 30
RE: Changes to Company Benefit Plans	Page 31
RE: Portability of Service	Page 31
RE: Scheduling of 5 th Shifts	Page 31
RE: Flexibility of Coverage across all Shifts.....	Page 32
RE: Long Term Disability/Duty to Accommodate and Return to Work	Page 32
RE: Part-time Guidelines	Page 33
RE: Vacation-Lobster Shift	Page 33
RE: Leave of Absence-Tom Donnelly, V.P. of G.C.I.U., Local 100M.....	Pages 33-34
RE: Overtime Guidelines	Page 34

ATTACHMENTS

Appendix “A” Profit Sharing	Pages 35-38
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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 100M, 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 the Vaughan Press Centre, 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 the Mailing Room, 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.

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

ARTICLE 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 43 of the Labour Relations Act of Ontario.

ARTICLE 6: DISCIPLINE, GRIEVANCE, DISPUTE RESOLUTION & ARBITRATION PROCESS

(601)

A. The parties agree that their interests are best served by the speedy resolution of issues in dispute. The common goal of the parties is to promote dispute resolution, mutual respect in the workplace, and good labour relations. To accomplish this, the Company, the Union and the employees will in every instance give prompt attention to disputes and whenever possible, will endeavour to settle all differences at the level of management closest to the employee concerned prior to filing a grievance on the interpretation, application, or alleged violation or administration of the collective agreement.

- B. Both parties agree to make every reasonable effort to present grievances within 30 days following the circumstances which gave rise to the grievance, however, it is agreed by the parties that a grievance which is raised more than 90 calendar days following the circumstances which gave rise to the grievance shall be considered untimely and may be declared by either party as not grievable.
- C. Any dispute or disagreement, including any question as to whether a matter is arbitrable, that arises between the parties hereto shall first be raised by a union representative in the department to the management representative concerned.
- D. Grievances shall normally contain the following information:
 - e The names of affected employees;
 - e The time frame or date of the event giving rise to the grievance;
 - e The nature of the grievance;
 - e The remedy sought from the company;
 - e Identification of the Article(s) allegedly violated;
 - Any other information.
- E. It is understood that the information above is important to the success of the grievance procedure and where possible should be included.
- F. First step – A first step meeting shall be scheduled within seven (7) days following the Union's submission of the grievance.
- G. When a grievance is presented by the Union, the Union representative shall meet with the departmental manager or his/her designate and attempt to resolve the grievance. At the discretion of the union, the grievor may or may not be in attendance at this meeting.
- H. The manager has seven (7) calendar days from this meeting in which to render a decision. The decision shall be in writing and shall provide the date of the decision and the specific reasons why the grievance is accepted or denied.
- I. Second step – If a grievance is not resolved at the first step of the grievance process, it may be submitted to the second step grievance committee

for resolution. The grievance committee shall be comprised of representation from each party.

Notice of the decision to proceed to a second step grievance committee shall be given to the Director of Labour Relations or to his or her designate within fourteen (14) calendar days of the decision at first step. The meeting shall be scheduled within fourteen (14) calendar days of the request.

K. Following the second step grievance committee meeting, the Company shall provide a decision in writing to the Union no later than seven (7) calendar days following the date of the meeting. The decision shall be in writing, provide the date of the decision and the specific reasons why the grievance is accepted or denied.

L. The union shall be entitled to file a grievance at the second step of the grievance procedure in the event of termination of employment or another urgent matter.

M. Time limits for the steps of the grievance and arbitration process may be extended only by mutual agreement.

It is understood that the Company may also file a grievance. In the event of a company grievance, the grievance procedure shall apply as if the Company is the grieving party and the Union is the responding party.

N. In an effort to promote cooperative and speedy resolution of grievances the parties may, by mutual consent, elect to use mutually agreed upon alternative dispute resolution methods including mediation or expedited arbitration.

O. The parties agree that these alternative' dispute resolution methods shall be informal and the legalistic processes normally used in conventional dispute resolution shall not be used.

P. The Union agrees to advise the other party in writing of its intention to proceed with the grievance to arbitration within thirty (30) calendar days of the decision at the final stage of the grievance procedure or alternative dispute resolution process.

Q. It is agreed that the right to arbitrate shall be restricted and limited to issues pertaining to the application, interpretation, administration or alleged violation of the collective agreement.

R. The parties agree that the grievance may be referred to a single arbitrator or an arbitration board for resolution and that the decision of the arbitrator or the arbitration board shall be final and binding upon the Company, the Union and any employee affected by it.

S. Where the parties agree to refer the grievance to a single arbitrator, the arbitrator will be selected in sequence from the list below, by the parties within seven (7) calendar days of the notice of arbitration (subject to availability). Both parties reserve his or her rights to expedited arbitration under Section 49 of the OLRA. The list of arbitrators shall be reviewed and agreed annually by the parties to the Collective Agreement.

List of Arbitrators

- G. Surdkyowski
- R.O. MacDowell
- K. Burkett
- W. Kaplan
- J. Devlin
- F. Reilly

T. Where the parties agree to refer the grievance to an arbitration board, the union and the company shall each appoint a member of the board. The two members of the board will then in turn appoint a third person as chairperson. Should the two members of the board fail to appoint a chairperson within seven (7) calendar days of his/her appointment, the matter may be referred to the Ministry of Labour on the request of either party.

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

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

In the application of the above language, the time limit provisions will not apply should further discipline be

imposed within the above-referred time periods. For added clarity, the disciplinary file will remain fully active in this instance for all progressive discipline purposes.

The foregoing will have no effect on the Employer's right to rely on past conduct beyond these time limits to establish that the employee knew or ought to have known the Company's disciplinary sanction(s) beyond what the specific conduct would warrant without consideration of the previous offence.

ARTICLE 7: EMPLOYMENT CATEGORIES AND JOB CLASSIFICATIONS

1. The employment categories in the Employer's Mailing Room 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 (excepting Manual Inserters) who is regularly scheduled to work three (3) shifts or more each week but less than the normal workweek as defined in Article 10. A regular part-time Manual Inserter is an employee who is regularly scheduled to work two (2) shifts or more each week.

2. It is agreed that the Employer shall have the discretionary right to offer extra shifts to regular part-time Mailers (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 when 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 absence due to sickness or disability or as a personal request for time-off or 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 Room at the Vaughan Press Centre 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 hailers in a temporary employment capacity 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 Room at the Vaughan Press Centre 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 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. 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. 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 and they shall be entitled to a minimum of two (2) shifts per week, between the week in which June 1 falls and the week in which Labour Day falls. 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 life 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.

It 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:

Vaughan Press Centre

	Full-Time	Part-Time
Mailers	110	45
Preparation Clerk	1	
Machine Inserters	26	25
Manual Inserters	-	

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, 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 thirty (30) 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, 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 seven (7) 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 the event of a change in the rotational day off schedule, the new schedule shall be posted and shall take effect three (3) weeks following date of posting.

At least one week's 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.

The 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) For the purposes of these provisions, time off work resulting from absence due to recognized holidays (including the birthday holiday) jury duty, witness duty, bereavement, and paternity day (all as provided for in this Collective Agreement) and time off work to attend Health and Safety Committee meetings or meetings with the Employer, and to attend to official Union business shall be treated as time worked in determining the shifts worked by an Employee. Absence due to sickness, disability or "book-off" of any kind shall not constitute time worked in determining the shifts worked by an Employee.

An employee assigned to and actually working a full 6 shifts within a work week shall be paid at the overtime rates for the sixth shift worked. For added clarity, actual shifts worked in this case exclude sick days, vacations, recognized holidays and leaves of absence authorized by the Employer, save and except union leaves for Toronto business, including union training sessions, which shall be considered as time worked towards the sixth 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

(See Letter Outside the Collective Agreement re Wage Rates for detailed information)

JOURNEYPERSON MAILERS AND PREPARATION CLERKS

Effective January 1, 2002

Day Shift \$1,036.92 per week
Night or Lobster Shift \$1,086.92 per week*

Effective January 1, 2003

Day Shift \$ per week
Night or Lobster Shift \$ per week*

Effective January 1, 2004

Day Shift \$ per week
Night or Lobster Shift \$ per week*

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

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

Employees assigned as Lead Hands shall be paid a differential of 10.00 per shift worked to a maximum of \$50.00 per straight time workweek.

Effective the first day of the first full week following date of signing of this Agreement, Lead Hands assigned as machine set-up persons shall be paid a differential of \$16.00 per shift worked to a maximum of \$80.00 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, 2002

Starting Rate \$ 19.67 per hour
Fully Experienced Rate (after 65 shifts worked) \$ 21.85 per hour

Effective January 1, 2003

Starting Rate \$ per hour
Fully Experienced Rate (after 65 shifts worked) \$ per hour

Effective January 1, 2004

Starting Rate \$ per hour
Fully Experienced Rate (after 65 shifts worked) \$ per hour

Machine Inserters shall be eligible for a night shift differential of 10.00 per shift, and a lobster shift differential of \$10.00 per shift. Machine Inserters assigned as Lead Hands shall be paid a differential of \$8.00 per shift worked to a maximum of \$40.00 per straight time workweek.

MANUAL INSERTERS

Effective January 1, 2002

Starting Rate \$ 10.93 per hour
*Top Rate \$ 12.56 per hour

Effective January 1, 2003

Starting Rate \$ per hour
*Top Rate \$ per hour

Effective January 1, 2004

Starting Rate \$ per hour
*Top Rate \$ per hour

Manual Inserters shall be **eligible** for a night shift differential of \$6.00 per shift and a lobster shift differential of \$7.00 per shift.

Shifts may be less than seven (7) hours in duration but shall be a minimum of three (3) hours.

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.

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 week's 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 week's 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 Insertor, or a regular part-time Mailer, or a regular part-time Insertor, it shall be posted 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.

In the event of the introduction of new processes and/or new equipment the Employer recognizes and agrees that all other contractual obligations will be met and will be extended in the following manner:

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

2. Before any layoffs are instituted as the result of the introduction or use of new processes and/or new equipment the Employer agrees to negotiate with the Union ways and means of minimizing the impact of such layoffs.

3. The Employer shall make reasonable efforts to avoid the need to reduce staff following the introduction of technological change. If the Employer concludes in its discretion that attrition will not accommodate the reduction required by the Employer, it shall offer to employees in the classification or classifications affected with 15 or more years continuous service, and aged 55 or more but less than age 65, in order of priority and in the following order:

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

(ii) For employees aged 60 or more but less than age 64, who elect early retirement under the provisions of the Toronto Star Pension Plan, a pension supplement which would provide him or her with a pension equivalent to that which would have been earned at normal retirement age assuming no increase in salary from date of separation to date of normal retirement. At normal retirement age such pension supplement shall terminate. In addition, such employee shall be eligible for dismissal pay in accordance with the terms of (iv) hereof.

(iii) For employees aged 55 or more but less than age 60, who elect early retirement under the provisions of the Toronto Star Pension Plan, in addition to dismissal

pay in accordance with the terms of (iv) hereof, service credits in accordance with the following schedule:

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

The Employer will subsidize the difference between normal early retirement pension and the pension which would have been earned had service been extended in accordance with the above schedule of credits, assuming no future increase in earnings. When the employee reaches normal retirement age, the amount of the Employer's subsidy will terminate.

(iv) Dismissal pay shall be calculated at the rate of one week's pay at the regular straight time day shift rate in effect immediately prior to the date of termination for every five months of continuous service or major fraction thereof for the first 10 years of continuous service and at the rate of one week's pay at the regular straight time day shift rate in effect immediately prior to the date of termination for every four months of continuous service or major fraction thereof for the remainder of their continuous service all to a maximum of 65 weeks' pay. In addition such employees shall receive a once in a lifetime lump sum payment equal to two weeks' pay at the regular straight time day shift rate in effect immediately prior to the date of termination and all of the foregoing is subject to the provision that no employee may receive a termination payment in excess of the straight time earnings he or she would have received had he or she remained in employment to age 65.

(v) As an alternative to the provisions of (3) (i), (ii), (iii) above, employees with 15 or more years continuous service and aged 55 or more but less than age 65, in order of priority who elect a deferred vested benefit under the provisions of the Toronto Star Pension Plan, or an un-supplemented early retirement pension, may elect a severance payment in the amount of one week's pay at straight time day shift rates in effect at the time of separation for each 4 months of continuous service to a maximum of 104 weeks' pay, subject only to the provision that no employee may receive a severance payment in excess of the straight time earnings which he or she would have received had no separation taken place.

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

5. If, following the exhaustion of (3) and (4) above, further staff reductions are desired, the Employer shall offer to employees with less than 15 years of service the

right to terminate their employment and receive dismissal pay as provided in 3 (iv) above.

The foregoing provisions with respect to the introduction of new processes and/or new equipment shall not apply to Manual Inserters.

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 30th 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 numbers off on vacation at any one time at its sole discretion. Should the number of regular full-time Mailers 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.

An employee is entitled to request up to one week of their total vacation entitlement which may be taken in individual days, subject to the proviso that this clause will be administered in such a way that the Company will not incur any additional costs, and there is no interference in the efficiency of the operation. The Company and the Union will discuss the implementation of this article in respect of the employees who are scheduled to work non-standard work weeks (e.g. a mix of four and five-day work weeks).

ARTICLE 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 receive 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 spouse, common law spouse (including same sex partner), children or step-

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

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

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, Sun Life 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 Employment 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' Employment 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 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) 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 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 the 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, 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 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 Mailing Room, 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 \$200.00 over a two year period).

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 100M 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 100M 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 the Mailing Room. It is understood that such bulletin board 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 board is 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 practice safe work habits.

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

The Union shall appoint a representative and an alternate to be a member of the Joint Production Safety Committee which shall consist of worker representatives from each of the Production Departments and an equal number of Employer representatives which shall be the Safety Committee for purposes of the Ontario Occupational Health and Safety Act and which shall meet at least every two (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 Workplace Safety & Insurance 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 Workplace Safety & Insurance Board 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 any difference between payment for the first day of absence received from the Workplace Safety & Insurance 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 Sun Life (or mutually accepted equivalent), as well as the costs of the elimination of the deductibles required for Drugs and Hospitalization, under the Sun Life 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.

The employer will provide out of country coverage for all permanent full and part-time employees covered under the Extended Health Care Program. The coverage shall be subject to the terms and conditions of the policy of insurance under Sun Life of Canada.

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 August 1, 1996, Sun Life of Canada Policy No. 25206 (the "Plan") will replace existing dental insurance programs. Subject to the following and the Employer's unilateral right to change carriers, dental services shall be as provided in the Plan and the regulations of the Plan shall govern in all respects including eligibility, enrollment, dependents and exceptions:

(1) all regular full-time employees of the Employer are eligible to participate in and 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 every January 1 such that the O.D.A. Schedule is no more than two years behind the current year O.D.A. Schedule;
- ii. payment for eligible expenses, as defined in the Plan, for Type II -Prosthodontic Services and Major Restorative Services shall be limited to a maximum amount of \$3,500.00 incurred during a period of 36 consecutive months per insured employee and per dependent and the remainder shall be paid by the employee; and
- iii. reimbursement for eligible expenses, as defined in the Plan, for Type I - Basic Services shall be limited to a maximum amount of \$1,000.00 incurred during a period of 12 consecutive months per insured employee and per dependent and the remainder shall be paid by the employee.
- iv. An orthodontic benefit of 50% cost sharing of eligible expenses to a lifetime maximum of \$1,500.00 per dependent, under 19 years of age.

The premium cost sharing arrangements on behalf of regular full-time employees which have the Employer paying 75% of the premium costs with the employee paying 25% of the premium costs shall be maintained during the currency of this Collective Agreement.

The method of calculation of dental plan premium charges to regular part-time employees shall be as set out in Article 18, Regular Part-Time Employees, Benefit Participation.

VISION CARE

Subject to the terms of the Insurance Company's Plan the Employer will provide a basic Sun Life Vision Care Program at a benefit level of \$200.00 (effective April 27, 2002) towards the purchase of prescription eye glasses or contact lenses once every twenty-four (24) months, with the Plan assuming the costs up to \$200.00 (effective April 27, 2002) per eligible family member in each twenty-four (24) month period.

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 \$200.00 (effective April 27, 2002). Regular part-time employees shall be permitted to participate in this benefit on a proportionate basis.

ACCIDENTAL DEATH

The Employer will pay the premium cost for insurance coverage to provide a benefit of \$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.

HEALTH & WELLNESS

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

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 twelve (12) months immediately preceding the absence due to sickness or disability. Regular part-time employees with less than twelve (12) 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 twelve (12) 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, 2002, and shall remain in force until December 31, 2004. It is mutually agreed that only the scale of wages provided in Article 12, including overtime (if any), will be retroactive to January 1, 2002, 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, 2005. 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, 2004, the new Agreement shall be made retroactive to January 1, 2005 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 100M has acquired the rights, privileges and duties of its predecessor, Printing and Graphic Communications Union Local 100M.

TORONTO STAR NEWSPAPERS LIMITED

PER:

PER:

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL 100M**

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 100M
(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 27th day of April, 2002.

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL 100M**

PER:

PER:

TORONTO STAR NEWSPAPERS LIMITED

PER:

PER:

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

AND

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL 100M
(the "Union")**

**COVERING MAILING ROOM EMPLOYEES AND
FORMING PART OF THE MAIN COLLECTIVE
AGREEMENT BETWEEN THE EMPLOYER AND
THE UNION EFFECTIVE JANUARY 1, 2002 to
DECEMBER 31, 2004**

1. The feeding of pockets on inserting equipment at the newspaper Mailing Room at the Vaughan Press Centre will be performed by Inserters, as provided in the Collective Agreement between the parties dated January 1, 2002 to December 31, 2004. 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 in excess of a 10-page editorial 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.

All other products fed to the head pocket, which may or may not include editorial content, would 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. The 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 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 (subject to Article 7, paragraph 5) 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, 2002 to December 31, 2004 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 100M (covering Mailing Room employees) dated January 1, 2002 to December 31, 2004. For example, a regular situation holder may be a regular full-time or

25

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 Journeyman Mailer.

Dated at Toronto this 27th day of April, 2002

GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL 100M

PER: *Tom Donnelly*
PER: *Frank Landino*
TORONTO STAR NEWSPAPERS LIMITED
PER: *[Signature]*
PER: *[Signature]*

**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 100M
COVERING MAILING ROOM EMPLOYEES
(hereinafter known as the "Union")**

Dated at Toronto this 27th day of April, 2002.

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 \$3.80 per straight time shift worked (\$4.75 for four shift workweek

member employees) on behalf of each member employee to a maximum of \$19.00 per week.

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL 100M**

PER: *Tom Donnelly*
PER: *Frank Landino*
TORONTO STAR NEWSPAPERS LIMITED
PER: *[Signature]*
PER: *[Signature]*

MEMORANDUM OF AGREEMENT

BETWEEN

TORONTO STAR NEWSPAPERS LIMITED

and

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL 100M
COVERING ALL MAILING ROOM EMPLOYEES**

RE: 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.

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL 100M**

PER: *Tom Donnelly*
PER: *Frank Landino*
TORONTO STAR NEWSPAPERS LIMITED
PER: *[Signature]*
PER: *[Signature]*

**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 100M
(hereinafter known as the "Union")**

Dated January 1, 2002 to December 31, 2004.

RE: Article 2g

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 the Vaughan Press Centre 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 the Vaughan Press Centre, 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 the Mailing Room, 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 100M**

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 100M
(hereinafter known as the "Union")**

Dated January 1, 2002 to December 31, 2004.

**RE: Mailers Night Side Short Workweek The
Vaughan Press Centre**

- 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 subject to Article 7, section 5. 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 Sun Life 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 Journey person 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.
- 8 Effective the first day of the first full week following date of signing of this Agreement:

- i. Mailers assigned as Lead Hands on the night shift shall be paid a differential of \$12.50 per shift worked to a maximum of \$50.00 per straight time work week; and
- ii. Mailer Lead Hands assigned as Machine Set-Up Persons on the night shift shall be paid a differential of \$20.00 per shift worked to a maximum of \$80.00 per straight time work week.

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

Effective January 1, 2002	\$998.04 per week*
Effective January 1, 2003	per week*
Effective January 1, 2004	per week*

- Effective the first day of the first full week following date of signing of this Agreement, Journey person

Mailers and Preparation Clerks on the night shift shall be entitled to shift differential of \$12.50 per shift, four shifts, 32 hours per week, which is included in the rate.

TORONTO STAR NEWSPAPERS LIMITED

PER: 

PER: 

GRAPHIC COMMUNICATIONS INTERNATIONAL UNION LOCAL 100M

PER: 

PER: 

SUPPLEMENTAL LETTER OF AGREEMENT BETWEEN

TORONTO STAR NEWSPAPERS LIMITED AND

GRAPHIC COMMUNICATIONS INTERNATIONAL UNION LOCAL 100M (MAILING ROOM EMPLOYEES) AND

SOUTHERN ONTARIO NEWSPAPER GUILD, LOCAL 87

Dated this 27th day of April, 2002.

(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 100M, 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 100M.

(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 100M 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 100M.

(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 100M 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 100M 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 100M as described in paragraph (2) above.

GRAPHIC COMMUNICATIONS INTERNATIONAL UNION LOCAL 100M

PER: 

PER: 

CEP, LOCAL 87-M, SOUTHERN ONTARIO NEWSPAPER GUILD

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 100M**

(Covering 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 Workplace Safety & Insurance 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 Workplace Safety & Insurance 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 27 day of April, 2002.

TORONTO STAR NEWSPAPERS LIMITED

PER: 

PER: 

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL 100M**

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 100M
(hereinafter known as the "Union")**

Dated this 27 day of April, 2002.

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 100M**

PER: *Tom Donnelly*

PER: *Frank Caudano*

TORONTO STAR NEWSPAPERS LIMITED

PER: *[Signature]*

PER: *[Signature]*

MEMORANDUM OF AGREEMENT

BETWEEN

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

AND

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION
LOCAL 100M
(hereinafter known as the "Union")**

Dated January 1, 2002 to December 31, 2004

RE: Health & Wellness

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

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

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

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

with the overall objective to return employees to work.

Yours truly,

[Signature]
Alan Bower

March 24, 1998

Mr. Brian Fletcher
President,
Graphic Communications International

Union Local 100M,
165 East Beaver Creek Road,
Unit #21,
Richmond Hill, Ontario, L4B 1E2

Dear Brian:

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,

Jagoda S. Pike

March 24, 1998

Mr. Brian Fletcher,
President,
Graphic Communications International
Union Local 100M,
165 East Beaver Creek Road,
Unit #21,
Richmond Hill, Ontario, L4B 1E2

Dear Brian:

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,

Jagoda S. Pike

April 27, 2002

Mr. Brian Fletcher
President,
Graphic Communications International
Union Local 100M,
165 East Beaver Creek Road,
Unit #21,
Richmond Hill, Ontario, L4B 1E2

Dear Brian:

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

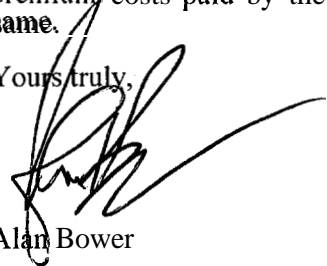
Current Monthly Contributions:

	<u>Company</u>		<u>Employee</u>	
	Single	Family	Single	Family
Semi-Private SunLife-Extended Health Care	\$6.07	\$17.09	N/C	N/C
Dental	\$48.88	\$154.31	N/C	N/C
	\$36.21	\$79.49	\$11.90	\$25.74

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,



Alan Bower

April 27, 2002

Mr. Brian Fletcher
President,
Graphic Communications
International Union, Local 100M,
165 East Beaver Creek Road, Unit #21,
Richmond Hill, Ontario, L4B 1E2.

Dear Brian:

Re: Toronto Star Pension Plan

This letter confirms agreements reached during collective bargaining:

(1) Base Year Adjustment

(a) The Star will update the base year from January 1, 1995 to January 1, 1998, effective January 1, 2001.

(b) The Star will update the base year from January 1, 1998 to January 1, 2001 effective January 1, 2004.

(2) Power to Amend The Plan

The Employer will retain the power to amend the Plan at its own discretion for the purpose of protecting the value of retired member's benefits against inflation and as may be necessary during the term of the Agreement (January 1, 2002 to December 31, 2004) to comply with legislation or to make any other amendments to the Plan which do not affect the employee contribution rate or the benefits under the Plan.

(3) Basis for Calculations

Re: Contributions/Pensionable Earnings

The basis upon which calculations with respect to contributions and pensionable earnings shall remain unchanged from what it was during the life of the previous Collective Agreement (January 1, 1995 to December 31, 1997).

(4) Star Contribution Guarantees

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

(ii) As at January 1, 1987, and at any time beyond, The Star's contribution to the Pension Fund will, at minimum, match the regular contributions of its employees. This does not necessarily mean that The Star will match employee contributions dollar for dollar in any given year but that on a cumulative basis The Star will always be in a position of having contributed as much or more than the total amount of employee regular contributions over the life of the Pension Plan. (It should be understood that in some years The Star will be required to contribute more than the employees in order to cover deficits or to pay for enhancements and in other years The Star might be required to contribute less if the Plan is in a surplus position and The Star's cumulative contributions after January 1, 1987 exceed the regular contributions of its employees).

(5) Joint Pension Benefits Advisory Committee

It is agreed that employee union representatives will participate in a Joint Pension Benefits Advisory Committee (equal numbers from management and unions) and that such Committee shall receive all information that had been previously received by the Toronto Star Pension Plan Trustees prior to their replacement by Canada Trust.

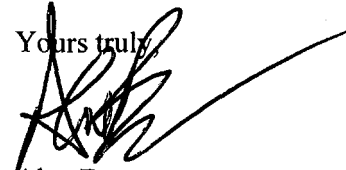
It is also agreed, that where a request is made by a Union to the Director of Labour Relations, permission may be given to allow a substitute Union Officer to attend the meeting in place of an employee Union Representative, while maintaining equal representation from management and unions.

(7) Plan Maintenance

The Pension Plan will be maintained during the life of the Collective Agreement between the parties dated January 1, 2002 to December 31, 2004 and will not be

changed except as provided in paragraph 2 above, as it affects members of the various bargaining units without the agreement of the Union representing affected members.

Yours truly,



Alan Bower

March 24, 1998

Mr. Brian Fletcher,
President,
Graphic Communications
International Union Local 100M,
165 East Beaver Creek Road, Unit # 21,
Richmond Hill, Ontario, L4B 1E2.

Dear Brian:

Re: Rehabilitation Programs

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

- The a reed medical form (dated March 3, 2002) must %e used by all employees whose absence exceeds one month or when the doctor's note indicates an indefinite period of absence. The Company agrees to pay the physician's account for filling out the form.
- Where there is conflicting medical evidence between the Company doctor and the employee's doctor as to the employee's fitness or unfitness to return to work, an independent medical opinion may be sought at the option of the Company and at the Company's expense.
- An employee returning to work on modified duties or shifts will be monitored by the Return to Work (RTW) committee. The Committee shall consist of two representatives from the Union. A letter outlining the agreed rehabilitation program will be given to the employee taking into consideration any medical restriction.
- When an employee is returned to work on modified duties or shifts, the period of modified time shall not count as a return to active employment for the purpose of re-establishing eligibility (Article 18, Section 4).
- An employee who is working on modified duties or time who at the end of the 6 months of short term disability (STD) has not been medically cleared to return to active employment, will be referred to the RTW Committee for decision and recommendation.

Under no circumstances will the entire period of the STD be extended by more than 3 months.

**Long Term Disability (LTD)
Rehabilitation Program**

- An employee on an LTD Rehabilitation Program will continue to receive his/her monthly payments to a maximum of 60% of his/her regular salary from the insurance carrier, subject, of course, to the eligibility decision of the insurance carrier.
- While an employee is in an LTD Rehabilitation Program and able to perform all of the essential duties of their pre-injury position, The Star is prepared to pay the employee for any actual hours worked which are in excess of 60% of the work week during their rehabilitation program in addition to their regular monthly payment from the insurance carrier.
- No employee will be eligible to receive more than 100% of his/her salary while on this program. They will not be eligible for any overtime, extra shifts or holiday coverage.
- For all provisions of the Collective Agreement, these employees will still be considered to be on LTD.
- Once the employee has been medically cleared to return to active employment, the employee shall be added to payroll. This date would be considered the start of Return to Active Employment under Article 18, Section 4.
- Prior to his/her return on an LTD Rehabilitation Program or otherwise, the employee must be cleared by the Health Center.

The Star is pleased that we have been able to work together to address these RTW issues and by the Union's commitment to assisting in rehabilitating employees and returning the employee to the workplace as quickly as medically possible. I trust that this covers all the information from our recent discussions.

Yours truly,

Jagoda S. Pike

March 24, 1998

Mr. Brian Fletcher,
President,
Graphic Communications
International Union Local 100M,
165 East Beaver Creek Road,

Unit # 21,
Richmond Hill, Ontario, L4B 1E2.

Dear Brian:

Re: Parking at the Vaughan Press Centre

The Star undertakes that there will be no charge for parking at the Vaughan Press Centre.

Yours truly,

Jagoda S. Pike

LETTER OF INTENT

April 27, 2002

Mr. Brian Fletcher,
President,
GCIU, Local 100M
165 East Beaver Creek Road
Unit 21
Richmond Hill, Ontario
L4B 1E2

Dear Brian:

RE: Vacation Harmonization

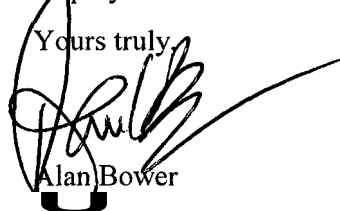
This letter confirms the Company's intent to commence a process for the harmonization of the periods in which vacation is earned and taken to the calendar year for all employees in the bargaining units.

It is the intent of the Company to start the new aligned vacation year on January 1, 2002. In the event that this date cannot be achieved, all possible measures will be put in place to harmonize the group(s) by no later than January 1, 2004.

It is also the intent of the Company to ensure that no employee suffers any loss or any reduced accrual of vacation as a result of the harmonization.

The Company commits to work with representatives of the unions for the purpose of ensuring a smooth transition through the designated vacation committee representatives in order to address any concerns or issues, and providing for effective communications to employees.

Yours truly,


Alan Bower

LETTER OF INTENT

April 27, 2002

Mr. Brian Fletcher
Graphic Communications International Union
Local 100M
165 East Beaver Creek Road, Unit #21
Richmond Hill, Ontario
L4B 1E2

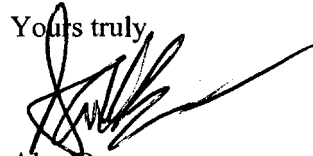
Dear Brian:

RE: Dispute Resolution

The parties agree that, upon ratification of the Collective Agreement, the Company will meet with representatives of the Joint Council of Unions to negotiate a binding memorandum of agreement that will provide for alternative dispute resolutions models.

Yours truly,

Alan Bower

Yours truly,

Alan Bower

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

April 27, 2002

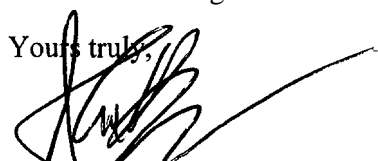
Mr. Brian Fletcher, President
GCIU, Local 100M
165 East Beaver Creek Road
Unit 21
Richmond Hill, Ontario
L4B 1E2

Dear Brian:

RE: Wage Increases

The following general increases shall apply to all employees with respect to the Collective Agreement dated January 1, 2002 to December 31, 2004:

- On January 1, 2002 the wage rate shall be increased by 1.75%.
- On January 1, 2003 the wage rate shall be increased by the annual average percentage change in Toronto CPI (as released by Statistics Canada) but the minimum increase shall be no less than 1.5% and the maximum shall be no more than 3.0%.
- On January 1, 2004 the wage rate shall be increased by the annual average percentage change in Toronto CPI (as released by Statistics Canada) but the minimum increase shall be no less than 1.5% and the maximum shall be no more than 3.0%.
- Toronto CPI for the year in question shall be rounded off to the nearest one-tenth of one percent.
- In addition to the above wage rate increases eligible employees will participate in the "Profit Share Plan for Unionized Employees of The Toronto Star" ("The Plan"). The Plan, attached as Appendix "A", shall remain in effect for the duration of the Collective Agreement.

Yours truly,

Alan Bower

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

April 27, 2002

Mr. Brian Fletcher,
President,
Graphic Communications
International Union Local 100M,
165 East Beaver Creek Road,
Unit # 21,
Richmond Hill, Ontario, L4B 1E2.

Dear Brian:

Re: Deferred Compensation Leave Plan

The Company and the Union agree to meet, following the successful conclusion of the 2002 negotiations, to determine guidelines for the practical application of the Deferred Compensation Leave Plan. Such guidelines to include, but not be limited to: the maximum number of staff who can participate at any one period of time, flexibility for coverage of the leave, etc.

As well, it is understood that the terms of Article 7, specifically the 110 shift rule, would not apply where a part-time employee replaces a full-time employee participating in the Leave.

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

April 27, 2002

Mr. Brian Fletcher
Graphic Communications International
Union, Local 100M
165 East Beaver Creek Road, Unit 21
Richmond Hill, ON L4B 1E2

Dear Brian;

Re: Changes to Company Benefit Plans

This letter will confirm that in the round of bargaining for the renewal of the Mailing Room collective agreement, it was agreed that The Star would provide a combined paramedical benefit to a maximum of \$600.00 to each employee for speech, physiotherapy, psychologist, massage therapy and chiropractor. This \$600.00 comes into effect after the \$150.00 OHIP contribution.

There would also be mandatory positive enrolment as well for all employees and mandatory co-dependency.

In accordance with past practice, I do not believe that these specific items should be included in the collective agreement and, accordingly, I have addressed them in this letter to you.

Yours truly,


Alan Bower

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

April 27, 2002

Mr. Brian Fletcher
Graphic Communications International Union
Local 100M
165 East Beaver Creek Road, Unit #21
Richmond Hill, Ontario
L4B 1E2

Dear Brian:

RE: Portability of Service

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

Yours truly,


Alan Bower

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

April 27, 2002

Mr. Brian Fletcher
Graphic Communications International Union
Local 100M
165 East Beaver Creek Road, Unit #21
Richmond Hill, Ontario
L4B 1E2

Dear Brian:

RE: Scheduling 5th Shift of Full-time Employees on the Night Shift

It is the understanding of the parties that the Company will make every effort to schedule the 5th shift of full-time employees on the night shift prior to the scheduling of the 5th shift for part-time employees.

The Company maintains that the scheduling of full-time night shift employees remains subject to their availability and short-notice requirements. It should be recognized that, in the application of the aforementioned, the Company maintains its rights to operate shifts that best maximize overall staff utilization.

Yours truly,


Alan Bower

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

April 27, 2002

Alan Bower
Director of Labour Relations
Toronto Star Newspapers Ltd.
One Yonge Street
Toronto, Ontario
M5E 1E6

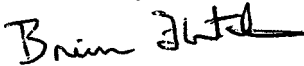
Dear Alan:

RE: Flexibility of Coverage across all Shifts

During the current negotiations, the Union has expressed to the company its need to preserve and possibly add to the number of full-time positions. At the same time, the Company has expressed its concern over the lack of flexibility in scheduling, e.g. flexibility in coverage for set-up persons.

Consequently, the Union proposes that, during the term of the Collective Agreement, both parties sit down and address mutual concerns for the flexibility of coverage across all shifts.

Yours truly,



Brian Fletcher
President
CGIU, Local 100M

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

April 27, 2002

Mr. Brian Fletcher
Graphic Communications International Union
Local 100M
165 East Beaver Creek Road, Unit #21
Richmond Hill, Ontario
L4B 1E2

Dear Brian:

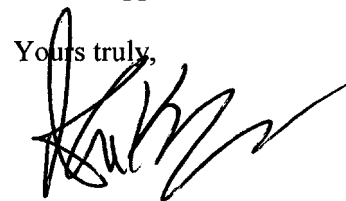
RE: Long Term Disability/Duty to Accommodate and Return to Work

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

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

1. For employees who are medically able to return to work "post LTD coverage thresholds", the Company fully intends to first attempt to place an employee in his or her own position. If this is not reasonable to do so, the searching for an accommodation opportunity or return to work, will expand to any/all suitable occupations.
2. It is understood that at the conclusion of the Short Term Disability (STD) program coverage (i.e. 6 months), the principles of the legislation governing the "Duty to Accommodate" will guide the parties. To this end, the Union, the Company, and the employee in question, will cooperatively and reasonably explore and/all accommodation opportunities during the normal course of the benefit coverage period for LTD.
3. The exploration of opportunities described above, will of course incorporate any/all known medical restrictions necessary to facilitate a successful integration into the workplace.
4. Upon the successful return of an employee – beyond the LTD maximum benefit coverage – it is understood that should this return result in an overall addition to staff levels, the Company fully maintains its right to adjust staff levels in accordance with prescribed protocols under the applicable Collective Agreement.

Yours truly,



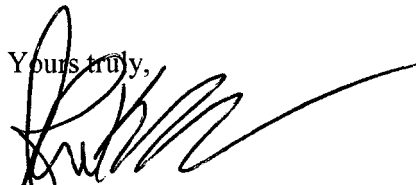
Alan Bower

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

April 27, 2002

Mr. Brian Fletcher
Graphic Communications International Union
Local 100M
165 East Beaver Creek Road, Unit #21
Richmond Hill, Ontario
L4B 1E2

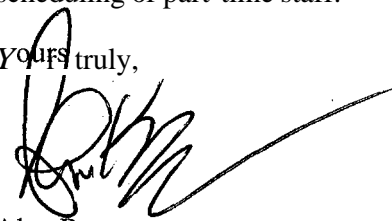
The Company agrees that, following negotiations, it will meet with the Union in an attempt to address issues concerning the afternoon shift. For example, the practice of allowing staff to utilize one week of vacation to be taken as single and the maintaining of full-time positions in both the Mailer and Inserter Classifications.

Yours truly,

Alan Bower

Dear Brian:

RE: Part-time Guidelines

The Company and the Union agree to meet, after negotiations and upon ratification of the Collective Agreement, to discuss and agree to guidelines for the scheduling of part-time staff.

Yours truly,

Alan Bower

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

April 27, 2002

Mr. Brian Fletcher
Graphic Communications International Union
Local,100M
165 East Beaver Creek Road, Unit #21
Richmond Hill, Ontario
L4B 1E2

Dear Brian:

RE: Leave of Absence – Tom Donnelly, Vice President of GCIU, Local 100M

This letter will confirm agreement to the following:

1. If an employee **is** elected or appointed to the position of President or Vice-president of the GCIU, Local 100M, the person will **be** placed on an unpaid leave of absence.
2. Priority and service will continue to accrue for the period of the leave. Such leaves will be tied to length of the term of union office.
3. The employee shall be permitted to continue to participate in the benefits plans under the terms and conditions of such plans and will continue to pay his or her share of the group benefits. The Employer cost of any and ail premiums will be billed to the union on a quarterly basis.

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

April 27, 2002

Mr. Brian Fletcher
Graphic Communications International Union
Local 100M
165 East Beaver Creek Road, Unit #21
Richmond Hill, Ontario
L4B 1E2

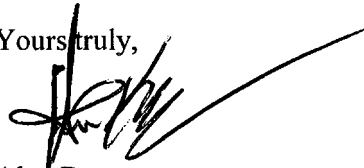
Dear Brian:

RE: Vacation – Lobster Shift

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

9. At the expiry of the leave of absence, the employee will be provided with up to 30 calendar days in which to return to active duty with the Company.

Yours truly,



Alan Bower

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

April 27, 2002

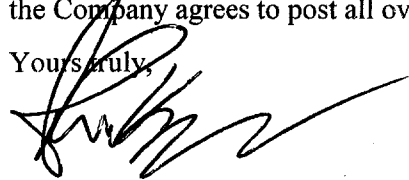
Mr. Brian Fletcher
Graphic Communications International
Union, Local 100M
165 East Beaver Creek Road
Unit #21
Richmond Hill, ON L4B 1E2

Dear Brian;

RE: Overtime Guidelines

The Company agrees that it is prepared to distribute a copy of overtime guidelines to all employees. As well, the Company agrees to post all overtime lists.

Yours truly,



Alan Bower.

Dated this 27th day of April 2002.

APPENDIX "A"

PROFIT SHARING PLAN

FOR

UNIONIZED EMPLOYEES OF THE TORONTO STAR

A. Purpose of the Plan

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

The purpose of this Plan is threefold:

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

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

B. Implementation of the Plan

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

C. Eligibility for Participation in the Plan

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

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

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

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

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

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

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

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

E. Eligibility for Sharing in the Profit Sharing Pool

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

$$\frac{\text{Profit Sharing Pool}}{\text{Number of Full-Time Equivalent Eligible Participants*}}$$

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

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

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

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

F. Form of Payment

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

G. Timing of Payment

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

H. Amendment or Termination of the Plan

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

42

SCHEDULE "A"

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

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

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

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

2.5% of the Cash Margin dollars up to 16.99% (\$68,490,000)	\$1,712,000
3% of the Cash Margin dollars from 17 to 19.99% (\$12,086,000)	\$ 363,000
4% of the Cash Margin dollars from 20 to 20.9% (\$3,677,000)	\$ 147,000
Total Profit Share Pool	\$2,222,000
 In 1997, the payment for a permanent full-time employee would have been (\$2,222,000 ÷ 1,414).	 <u>\$1,571.43</u>

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

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

Note - all numbers rounded to the nearest 000's

42