

AGREEMENT

Between

TORONTO STAR NEWSPAPERS LTD

And

**GRAPHIC COMMUNICATION CONFERENCE /
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL 100M**

(Covering the Pressroom and Mailing Room)

Effective

August 22, 2010 to December 31, 2014

TEAMSTERS COLLECTIVE AGREEMENT

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TEAMSTERS COLLECTIVE AGREEMENT

ARTICLE 1: RECOGNITION

- (101) This collective agreement is made and entered into by and between Toronto Star Newspapers Limited through its authorized representatives, the Employer, and the Graphic Communications Conference / International Brotherhood of Teamsters, Local 100M, by the committee duly authorized to act in its behalf, the Union. The Employer recognizes the Union as the Bargaining Agent of all journeypersons, press assistant twos, press assistant ones and mailing room operators in the employ of Toronto Star Newspapers Limited, whether full-time, part-time, or temporary part-time. This collective agreement shall inure to the benefit of, and be binding upon, the successor and assignee of the Employer and thereupon the collective agreement shall cease to be binding upon the Employer signatory to this collective agreement.
- (102) This collective agreement shall be in effect from August 22, 2010 to December 31, 2014.
- (103) The Employer agrees to employ in its Pressroom and Mailing Room operations members of the Graphic Communications Conference / International Brotherhood of Teamsters, Local 100M.
- (104) Bargaining unit work shall include those duties performed during times of production or make-ready set out in Appendix A - Functions and Duties.
- (105) Work involving the handling of the newspaper under this collective agreement does not preclude handling by truck drivers at the publishing plant or plants. All handling of newsprint being performed by journeypersons, press assistant twos, press assistants ones or mailing room operators, whether manually or mechanized, shall continue under the jurisdiction of Graphic Communications Conference / International Brotherhood of Teamsters, Local 100M.
- (106) The Employer 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 Employer's legitimate interests.
- (107) For the Pressroom department only, the Employer agrees that if, as a result of the introduction of single purpose computers, the work assigned to Journeypersons or Press Assistant 2 ("PA2") is reduced in a manner which affects the regular manning then it will discuss the problem with the Union and consult with them on ways of minimizing the impact and such impact shall be covered by the automation Clause. In order to minimize the impact the Employer agrees to work with the Union to retrain suitable Journeyperson or PA2 to perform the work associated with a single purpose computer. A single purpose computer is defined herein as a computer which performs exclusively bargaining unit work.
- (108) If the Employer should introduce new equipment and/or new processes, and a dispute should arise between the Union, and any other union which has a collective agreement

with the Employer, as to which union represents or should represent the employees or any of them assigned by the Employer and engaged in operating such new equipment and/or in performing the work pertaining to such new processes, the Union and the Employer agree and undertake as follows:

- (1) Such dispute as aforesaid should be resolved in accordance with the laws of the province which prohibit any stoppage or other interruption of work during the life of an Agreement.
- (2) The Union shall, in the first instance, seek to reach with the other union an agreement which shall also be satisfactory to the Employer.
- (3) If such agreement is not reached within a reasonable period and, in any case, within three months of the receipt by either party of a written request therefore from the other party, the party receiving such request shall take the matter before the Ontario Labour Relations Board by way of an application for certification or of any other applicable and relevant proceeding under the Labour Relations Act for final and binding decision by the said Board in accordance with the exclusive powers conferred upon it by the said Act to decide questions of representation and bargaining units when such questions arise in a proceeding before it.
- (4) In accordance with the provisions of and the obligations imposed by the Labour Relations Act, the Employer and the Union shall bargain collectively for those employees, if any, determined by the Ontario Labour Relations Board to be represented by the Union.

ARTICLE 2: MANAGEMENT RIGHTS

(201) The Union recognizes the right of the Employer to operate and manage the Employer's business in all respects.

The right to hire, assign work or duties, retire, promote, layoff, recall, demote, transfer, discharge, suspend or otherwise discipline for just cause employees who have completed their probationary period, to maintain order, discipline, efficiency, to determine complement and the number of employees required from time to time, to schedule working hours, to extend, curtail or cease operations, and to establish and enforce rules, regulations and policies governing the conduct of employees, is the exclusive right of the Employer, subject to the terms and conditions of the collective agreement. All matters concerning the operations of the Employer not specifically dealt with herein shall be reserved to the employer and be its exclusive responsibility.

ARTICLE 3: UNION REPRESENTATION

(301) A monthly chapel meeting of 15 minutes shall be allowed at a time suitable to the Foreperson in consultation with the Chapel Chairperson. In offices where two 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 Foreperson 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.

(302) All future full-time and 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 4 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 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 an employee's Supervisor or the Employer's designated representatives, be permitted to leave the employee's 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 12. Subject to acceptance of the need to maintain production, consent for a Union representative to leave an employee's regular duties for the purposes specified herein shall not be unreasonably withheld.

(306) The President or the Senior Executive of the Graphic Conference / International Brotherhood of Teamsters Local 100M agrees to meet with senior representatives of the Employer at regular intervals during the life of the collective 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.

(307) The Employer agrees to provide a bulletin board in the Pressroom and Mailing Room Departments. 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.

ARTICLE 4: CLASSIFICATIONS

Departments

(401) Within the collective agreement, there shall be two identified departments: Pressroom and Mailing Room.

Classifications

(402) There shall be a total of 4 classifications within the collective agreement:

- (i) Journeyperson,
- (ii) Press Assistant Two (“PA2”),
- (iii) Press Assistant One (“PA1”) and,
- (iv) Mailing Room Operator (“MRO”).

(403) Working conditions as outlined in this collective agreement will be extended equally to journeypersons, PA2s and MROs and apprentices. For greater clarity, regardless of their employment status, PA1s hired on or after August 22, 2010 and employees previously classified as Press Cleaners are not covered by the provisions of this collective agreement, except as expressly noted herein.

Assignment of Work by Classification

(404) See Appendix A – List of Duties and Functions. Management reserves the right to amend, add or delete functions during the life of the collective agreement; however, should any changes be made, the Employer shall review such changes with the Union prior to implementation.

Part-Time Employees

(405) Any benefits to which such part-time employees may be eligible to receive under this collective agreement shall be calculated on a proportionate basis relating to the number of hours worked in a workweek by the part-time employee as against a 30 hour work week. In no case may a part-time employee receive a benefit greater than that which would be received by a full-time employee under the same circumstances.

(406) The Employer shall not be obliged to replace any part-time employee who leaves, quits, dies, retires, is absent due to disability, voluntarily transfers or is discharged for cause.

Temporary employees

(407) 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 collective agreement, except those pertaining to rates of pay, hours of work, and overtime, excluding the minimum guarantee of hours. Temporary employees shall have no minimum guarantee of hours. 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 collective agreement worked by an employee, but in no case shall the dues deducted and remitted in respect of a temporary employee exceed those payable by a full-time employee.

New Classifications

(408) Additional classifications may be created during the life of the collective 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. 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 5: HIRING AND PROBATIONARY PERIOD

Hiring

(501) When the Employer intends to add a full-time or part-time position, the following provisions shall apply:

- (i) A notice of vacancy shall be posted for not less than seven (7) calendar days. All applications for vacancies must be in writing and addressed to the Department Head. Applications must be received in the Department Office no later than seven (7) calendar days following the date of the posting.
- (ii) First consideration will be given to current employees and the Employer will grant a trial period in the vacancy to one such employee who, in the Employer's judgment, is the best candidate. The decision as to whether or not such candidates for employment are accepted shall remain at the sole discretion of the Employer but the Employer shall not unreasonably reject applicants who meet its qualification requirements. Qualifications shall be based upon the criteria of competency, ability, aptitude, reliability, attendance, disciplinary record, work history, educational background and general fitness to perform the work. If, in the opinion of the Employer, two or more candidates for a trial period are considered relatively equal based on the selection criteria, priority based on classification, shall be the determining factor.

An employee who engages in a trial period and actually works in the position or classification sought for a period of service composed of a minimum of six (6) months actually worked when moving to a classification in a different department or moving from a PA1 to a PA2 classification, and three (3) months when moving from a PA2 to a Journeyperson classification, shall be confirmed in the position 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 six (6) months actually worked 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, absence due to sickness or vacation.

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 position or classification or not to be performing such duties to the satisfaction of the Employer, the employee shall be returned to the employee's former position and classification without loss of seniority or priority.

- (iii) If the Employer is unable to find a qualified candidate from among current employees, the Employer agrees to next consider external applicants.

(502) When a new employee is to be hired, the Union shall be notified in writing. The Employer agrees to give reasonable consideration to candidates for employment submitted by the Union provided such candidates make application within five (5) calendar days following date of receipt by the Union of notification from the Employer. The decision, however, as to whether or not such candidates for employment are accepted shall remain at the sole discretion of the Employer but the Employer shall not unreasonably reject applicants who meet its qualification requirements.

Nothing shall preclude the Employer from seeking candidates from sources other than the Union in the event that the Union is unable to provide a candidate(s) acceptable to the Employer within the time period specified above. The provisions of this Clause shall apply to vacancies for full, part-time or temporary positions. When the Employer hires from outside the Union after following the above procedures, the Union shall be advised in writing within a reasonable period of time not to exceed thirty (30) days after date of hire. Individuals who are hired from outside the Union, as a condition of continuing employment, must join the Union and the Union shall grant membership within thirty (30) days of commencing work.

Probationary Period

(503) All new employees hired (excluding Apprentices) shall be on probation for a period of six (6) months actually worked from date of hire.

The Employer has the right to discharge an employee during the course of the employee's probation; however the Union shall be consulted before such right is exercised. In any event, the Employer's right to discharge an employee during the course of the employee's probation shall not be subject to the grievance and arbitration procedure.

Pre-Employment Medicals

(504) Pre-employment medicals, if required, will be done in accordance with Employer policy and shall not be the subject of a grievance or the grievance procedure.

Temporary Employee Trial Period

(505) A temporary employee who wishes to be considered for employment in a full-time or part-time position, 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 6: MANPOWER REQUIREMENTS

(601) Pressroom Department

a) Non-Replacement – General

Except as provided in (b) below, under no circumstances shall Journeypersons, PA1s, PA2s or Apprentices (“employees”) be replaced if absent for any reason except at the sole discretion of the Employer.

b) Non-Replacement – Running Press

If an employee scheduled on a running press has given notice at least four (4) hours before the commencement of the employee’s shift to the Employer that the employee will be absent, the Employer shall replace for the employee. If the employee gives less than four (4) hours notice, the decision whether to replace such employee is at the sole discretion of the Employer. For clarity, this paragraph applies to all employee absences excluding bereavement leave.

The following manpower requirements shall apply to a running press:

Manning Issues

For A Running Press Only

Effective January 1, 2008

Minimum Scheduling Table

No. of operating reelstands*	No. of Persons
1	4
2	4
3	4
4	4
5	5
6	5
7	6
8	6
9	7
10	7
11	8
12	8

*An operating reelstand is defined as any reelstand being operated in conjunction with one or more printing couples and one or more folders.

For the sake of greater clarity, the Union explicitly recognizes the right of the Employer to deploy and redeploy employees during a shift as required for operational purposes, including moving employees from one reelstand to another as determined by the Employer. In addition, so long as the minimum Scheduling Requirements outlined above are met on a running press, nothing herein limits this right of the Employer.

It is understood and agreed that the number of persons in the manpower requirement schedules set out herein are sufficient to meet the Employer's makeready, running or other operational or washup requirements (including any and all colour requirements and any requirement for continuous operation or running through lunch) and that the Employer shall not be required to add any additional persons under any circumstances.

(602) The number of employees required in order to operate a press for the production of flyers, preprints or advertising sections shall be determined in accordance with the manpower requirements set out above.

(603) If makeready, maintenance, wash up or cleaning of the presses is to be performed by personnel other than those who form part of a running crew, the number of persons to be assigned to this kind of work shall be at the sole discretion of the Employer.

(604) The Employer agrees that upon request of the Union it will discuss with the Union the need for additional full-time and/or part-time positions, but the final decision with respect to adding full-time and/or part-time positions shall be at the sole discretion of the Employer.

(605) The Employer shall have the sole right to determine the number of full-time employees required and if necessary to reduce the number of employees upon ninety (90) days' notice subject to the terms of Article 18 or by attrition. For all purposes of this collective agreement, "attrition" shall be defined as the non-replacement of employees who leave, quit, die, retire, go on Long Term Disability or voluntarily transfer, or who are discharged for cause. A reduction in the number of part-time positions in the Mailing Room Department specified herein shall only be made by attrition or upon thirty (30) days' notice. Any reduction in the number of positions by attrition shall be without notice.

Notwithstanding the above set out notice periods, the Employer may at its discretion, provide pay in lieu of the 90 or 30 day notice periods (whichever is applicable) to affected employees. Such pay in lieu of notice shall not negate the requirement for discussion with the Union, if applicable, as set out in Article 18.

(606) The Employer agrees that during the currency of this collective agreement it will employ a number of part-time employees (not including PA1s) in the Pressroom Department equal at any such time to not less than 15% of the number of full-time employees then being retained in the Pressroom Department.

(607) Notwithstanding the provisions of this Article 6 the Employer shall have the right to reduce the number of part-time employees in the Pressroom Department to a number which is not less than

15% of the number of full-time employees in the Pressroom Department as at the date of the reduction, on fourteen (14) calendar days' notice, with dismissal pay as provided in this collective agreement.

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

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

(609) If the Employer determines there is an operational need to fill the vacancy, should a full-time journeyman or PA2 commence receipt of long-term disability benefits, the vacancy created shall be filled as per this Clause. In the event the full-time journeyman or PA2 vacancy is to be filled on a temporary basis, it shall be filled by the part-time employee in the same classification with the greatest priority. Upon return to work of the full-time employee who was in receipt of LTD benefits, the part-time employee shall return to part-time status and to the top of the part-time priority list for that classification. Should it be determined by Management that there exists a permanent vacancy due to a full-time journeyman or PA2 being on LTD benefits, it will be filled in accordance with Article 5 and any part-time employee who was temporarily assigned to full-time status would return to the Employee's permanent part-time status.

ARTICLE 7: PRESSROOM DEPARTMENT FOREPERSON

This article only applies to Forepersons, Journeymen and PA2s working in the Pressroom Department.

(701) All employees of the Pressroom Department governed by this Article shall be under the direction of the Superintendent, the Assistant Superintendent, the Foreperson, or the Assistant Forepersons, who are recognized as being representatives of the Employer, to be known hereinafter as the Foreperson.

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

(702) The Foreperson may call employees of the Pressroom Department to work at different hours on the same shift. In operating the five-day week the Foreperson shall, as far as possible, put into effect the progressive day-off system or the rotation of days-off among the staff.

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

(704) The Foreperson has the right to transfer employees from one press to another during any shift. No extra compensation shall be paid to employees who work on more than one press during any regular shift.

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

(706) The wages of the Foreperson and Assistant Forepersons, who shall all be members of the Union, shall be fixed by negotiations between the Employer and the individual, but shall be in excess of the Journeyperson's scale.

(707) Nothing shall preclude the Employer from giving instructions directly to employees in the event of the absence or unavailability of the Foreperson.

(708) The Foreperson shall be the judge of an employee's competency as a worker and the employee's general fitness to work in the office. The Foreperson shall select and employ all help, and supervise and control all employees in the Pressroom and discipline and discharge for cause that the Foreperson deems sufficient. The Employer agrees that no employee shall be discharged except for just and sufficient cause or to reduce staff and that no employee shall be disciplined except for just and sufficient cause. Upon demand, the Foreperson shall immediately give the reason for discharge in writing and the Employer recognizes that an employee who is disciplined or an employee who is discharged may grieve in respect thereof. An employee is entitled, prior to the imposition of discipline or, in the case of an employee, prior to discharge, to be notified at a meeting with Management of the Employer's reasons for considering such action. The Employer shall, prior to imposing discipline or discharge, advise the employee of the employee's right to be accompanied by a Union representative who shall be summoned without undue delay and without further discussion of the matter, provided that the Union representative is readily available. Notwithstanding the foregoing, in the event that a Union representative is not readily available and the Employer contemplates the discharge of the employee in question, the Employer shall be entitled to suspend the employee without pay pending the completion of any investigation and the availability of a Union representative.

(709) The Union shall not discipline the Foreperson for carrying out the instructions of the Employer. Employees may protest against Foreperson's action, but if the Foreperson, after careful consideration, decides that the Foreperson's action was warranted by the collective agreement, the Foreperson need not change conditions unless directed to do so by the Employer or by decision of the joint standing committee. If any employee has a complaint against the Foreperson (or the discharge of an employee who has completed the employee's probation is contested by the

employee or by the Union) and differences cannot be adjusted by conciliation between authorized representatives of the Union and the Employer, the matter may be grieved in accordance with the provisions of the collective agreement.

(710) Except as provided in Clause (707), all employees governed by this collective agreement shall be under the sole direction of the Foreperson or Acting Foreperson of the pressroom and shall not be subject to the dictation or orders of any other person. No Foreperson or Acting Foreperson shall delegate the Foreperson’s powers to hire or discharge or discipline any employee. The authority of the Foreperson or Acting Forepersons shall be respected and all employees shall co-operate with him/her to the end that the publication be produced properly, expeditiously and economically.

(711) The Foreperson shall select all help, giving full consideration to any candidates that may be introduced by the Union, as outlined in Clauses (502), including apprentices who had become excessive to the ratio at another daily newspaper in Toronto.

ARTICLE 8: WAGES

(801) The base rate for all classifications for employees hired on or before August 22, 2010 shall be as provided for in Appendix D: Reclassification and Wage Transition Provisions.

(802) Eligible employees will participate in the “Profit Sharing Plan for Unionized employees of The Toronto Star” (the “Plan”). The Plan, attached as Appendix C, shall remain in effect for the duration of this collective agreement. Eligible employees will participate in the Pension Plan, attached as Appendix B.

(803) New Hire Hourly Rates (Applicable to all employees hired on or after August 22, 2010)

(i) Pressroom Department

	Start Rate	After 6 months worked	After 1 year worked	After 2 years worked	End Rate After 3 years worked
PA-1	\$14.00	\$15.00	\$16.00	\$17.00	\$18.00
PA-2	\$21.00	\$21.50	\$22.00	\$23.00	\$24.00
Journeyperson	\$31.00	\$32.00	\$33.00	\$34.00	\$35.62

(ii) Mailing Room

	Start Rate	After 6 months worked	After 1 year worked	After 1.5 years worked	End Rate After 3 years worked
MRO	\$13.50	\$14.00	\$14.50	15.00	\$15.50

Progression on Wage Grid

Progression on the wage scale is not guaranteed based solely upon service time but shall be dependent upon service time and the employee successfully completing the employee’s

probationary period. An employee starting at the start rate shall progress to the next step on the wage scale upon successful completion of the employee's probationary or trial period, as applicable. A new employee can be placed at any step on the wage grid by the Employer having regard for the new employee's relevant work experience. After the successful completion of the probation or trial period, an employee will progress through the wage grid as provided for in the grid.

Any future general wage increases ("GWI") shall not apply to any of the wage grids set out in **Article 8**.

(804) Wages shall be paid by cheque or by bank deposit or by any other mutually agreed method. The Employer may, at its discretion, continue to pay wages bi-weekly.

ARTICLE 9: PREMIUMS

(901) Except as provided below, the following premiums shall be applied where employees (including new hires) are performing these functions for half or more of the shift on which they are assigned. Premiums are paid only when the shift is actually worked and for the hours on which the employee performed the premium duties on the shift. Premiums are not paid where the employee is absent for any reason. These are the only premiums in the collective agreement. For the sake of clarity, these premiums are effective January 1, 2011. For premiums in place until December 31, 2010, see Appendix D: Reclassification and Wage Transition Provisions.

(i) Pressroom Department

Function	Premium Per Hour
Second In Charge	\$2.63
Lead	\$6.03
Trainer	\$6.03

(ii) Mailing Room

Function	Premium Per Hour
Addressograph	\$1.20
Tether	\$1.20
Trainer	\$3.60
Lead Hand	\$3.60
Set Up	\$5.15

(902) Selection of staff for the Pressroom premium functions shall be from the Journeyperson classification. Selection of staff for the Mailing Room premium functions shall be from the MRO classification. Management maintains its existing discretion to assign the premium functions to staff. Premium functions shall be assigned at the time of scheduling for the second in charge and lead in the Pressroom Department and the lead hands and set up in the Mailing Room Department. In the event that a lead or second in charge in the Pressroom is redeployed during the course of the shift, they shall maintain their premium for the entire hours of the shift. Should a second in charge take over a crew when a lead is reassigned, the second in charge shall have no change in premium unless the second in charge performs the lead functions for at least one half or more of the shift. Management however, reserves its existing right to determine if the lead or second in charge will be replaced on a scheduled crew, based on operational requirements.

(903) When operating on a running press, the Company will schedule on each running press a lead and will schedule a second in charge.

(904) Leads and second in charge in the Pressroom and Lead hands and Set-up in the Mailing Room Department shall have responsibility for directing the crews and making operational decisions within their scope.

Night Shift Differential

(905) Any employee working in the Mailing Room or Pressroom on the night shift shall earn a night shift differential of \$1.35 per hour. There is no night shift premium payable to PA1s.

ARTICLE 10: HOURS AND OVERTIME

Work Week

(1001) The workweek will range between 30 – 37.5 hours per week for all full-time employees in all departments. Full-time employees in the Mailing Room department can be scheduled to work 28 hours per week on a voluntary basis.

(1002) All part-time MROs hired prior to January 22, 2006, all part-time journeypersons and all part-time PA2s, are guaranteed a minimum of 21 hours of work a week. All PA1s and those part-time MROs hired on or after January 22, 2006 are guaranteed a minimum of 14 hours of work per week.

Start Times

(1003) A day shift shall start no earlier than 6:00 a.m. A night shift shall start no earlier than 6:00 p.m. For full-time employees, a stated hour for reporting to work (not necessarily the same each day) shall be given to each Employee and such posted hour for reporting to work shall continue for at least five (5) shifts, unless mutually agreed upon. The Employer can change the posted start times in a schedule once during the work week in the Pressroom. Part-time employees schedules are not required to be posted in advance.

Shifts

(1004) Shifts may be assigned of different lengths within the same workweek ranging from a minimum of 6 hours to a maximum of 10 hours for the Pressroom and a minimum of 5 hours to a maximum of 10 hours for the Mailing Room. Shift start times can vary from day to day. Shift selection by full-time employees (i.e. Day Shift to Night Shift) will be done on a priority basis within a classification. Shift selection for part-time employees will be determined by the Employer, dependent upon operational requirements. Start and stop times will continue to be assigned to both full and part-time employees in accordance with operational requirements.

(1005) 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.

(1006) When a full-time employee is permanently transferred from a day shift to night shift, employees in the Pressroom shall be provided 30 calendar days notice, or less if by mutual consent and employees in the Mailing Room shall be provided one week's notice, or less if by mutual consent. If an employee's rotational day off schedule is changed, the new schedule shall take effect 3 weeks following the date of posting, or less if by mutual consent.

For the Pressroom only, the Employer agrees that transfers from shift to shift shall not be made on a sporadic short term basis or for the purpose of short term experimental exercises, but shall only be made on the basis that the Employer expects to continue the new method of operation for some consideration period of time.

(1007) Subject to the operation or application of any contrary or inconsistent provision of this collective agreement, no employee may be scheduled by the Employer to work more than one 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 the employee was not scheduled.

For the Mailing Room, it is agreed that the Employer shall have the discretionary right to offer extra hours to regular part-time Mailroom Operators (up to thirty seven and a half hours per week including the hours regularly worked by the part-time employee) before temporary employees or regular full-time employees (who have already worked 37.5 hours in a week) are assigned such hours, except as may be provided elsewhere in this collective agreement. The Employer agrees to make every reasonable effort to ensure that the opportunity for regular part-timers to work available extra hours shall be distributed in a fair and equitable manner.

Overtime

(1008) Overtime will be paid at 1.5 times the employee's otherwise applicable straight-time rate after ten hours in a day or after 37.5 hours in a week. Overtime is paid at 2.0 times the employee's otherwise applicable straight-time hourly rate after 12.5 hours in a day where the weekly threshold is not triggered. Where the weekly threshold is triggered, overtime is paid at 2.0 times the employee's otherwise applicable straight-time rates after the employee has worked 2.5 hours beyond the employee's scheduled shift length. A fifth shift is paid at straight time rates and does not attract, or be included in the calculation of, weekly overtime. Overtime on such fifth shifts is paid at 1.5 times the employee's otherwise applicable straight-time hourly rate after the employee works more than ten hours in a day. A "fifth shift" is a shift worked in addition to the employee's scheduled shifts (up to and including 5) for the week, regardless of when in the calendar week that fifth shift occurs. The Employer shall compensate for all authorized overtime worked in quarter hour units.

(1009) Overtime will be paid at the rate of 1.5 times the employee's otherwise applicable straight-time hourly rate on any sixth and seventh shift for the employee's scheduled shift length. Overtime will be paid at the rate of 2.0 times the employee's otherwise applicable straight-time hourly rate for any hours worked on a sixth or seventh shift beyond the employee's scheduled shift length. The Employer shall compensate for all authorized overtime worked on sixth and seventh shifts in quarter hour units.

Daily Post Shift Overtime

(1010) Overtime shall not change the status of a shift from what it would have been had no overtime been worked.

(1011) If an employee works one or more hours of post-shift overtime (i.e. the employee works more than 11 hours), the employee 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 actually worked 1 or more hours after the conclusion of a 10 hours shift, excluding all pre-shift and lunch period over time.

(1012) For clarity, MRO's hired on or after January 22, 2006 and PA1s are only eligible for post-shift at the rate of 1.5 times the regular straight time rate, and are not entitled to overtime at 2.0 times the regular straight time rate and are not entitled to the paid meal period when overtime is worked in excess of one hour as set out above.

(1013) The Employer agrees to provide as much notice as reasonably possible when post-shift overtime is to be worked and will also provide employees its best estimate of the duration of such overtime when advising employees of its requirement.

Overtime – Recognized Holiday

(1014) All work performed on recognized holidays, or days celebrated as such, shall be paid at double the regular straight time hourly rate for the hours worked, in addition to a days pay as provided for in Clause 1401.

Conversion Formula

(1015) In the event a part-time employee works the average work week of a full-time employee or more hours each week in a consecutive 28 week period (excluding weeks where the employee works the average work week or more hours in a week to cover off vacation, sickness, including disability, holidays, and book offs), the Employer will offer, in order of priority, a full-time position.

Lunch Period

(1016) An employee in the Pressroom Department shall be entitled to an unpaid lunch period at a time designated by the Employer, which shall commence within not less than two and one-half (2.5) hours nor more than five (5) hours of the employee's posted starting time and shall be posted before the start of the shift. The stated lunch period may be delayed not more than fifteen (15) minutes without penalty as a result of mechanical breakdown or production deadlines, provided fifteen (15) minutes notice is given of any intent to delay the stated lunch period. Due to the necessity of maintaining production continuity, the lunch period may be paid for at the overtime rate in lieu of a lunch period. If the lunch period is worked through and paid for, the Employer will make every effort to provide within the shift, a continuous thirty-minute lunch period as close to the designated time as possible or take the option of paying one-half hour's overtime. When the stated lunch period is worked through on production, any remaining period of time in the lunch period will belong to the employee. Night shift employees when performing make-ready will have the option of taking a thirty-minute lunch period at a time agreeable to the press crew. Day shift employees when performing post-shift make-ready work will take a lunch period at the conclusion of the regular shift or at the conclusion of press production of the last regular edition, whichever comes later.

In order that the presses may be operated continuously (that is to say, running through the lunch period on any shift) employees on the presses will alternate their lunch periods and such lunch time shall be paid for by the Employer. This arrangement may not be cited in discussions relating to the manning of the press(es).

Alternating paid lunch periods shall be included as time actually worked in computing overtime, but excluded from the calculation of daily post shift overtime worked up to 2.5 hours.

(1017) An employee in the Mailing Room Department 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 five (35) minutes. Nothing in the foregoing precludes the Employer from talking to the Union to expand the 35 minutes where operational needs require a greater amount of time, but no change would be made to the 35 minutes without mutual consent. Employees shall be allowed a paid five (5) minute washup period immediately prior to the meal period.

If, due to the necessity of maintaining production continuity and if an employee agrees to work through the employee's 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.

(1018) Where the Employer operates a crew on a continuous operation (meaning the crew will run the entire shift with uninterrupted production), the Employer will not schedule a lunch period. Employees will alternate their lunch period (to spell each other off) and lunch will be paid for at straight time rates. Employees working on a continuous operation crew and who are finished running a product and have completed the work requirement, may, at the discretion of the Employer, be given permission to leave prior to the end of the employee's shift.

Failure to Report for Work

(1019) Failure to report for work at the start of any shift by one or more employees scheduled to work shall in no way prevent or delay the make-ready, scheduled start-up, or operation of the presses. It shall be at the sole discretion of the Foreperson as to whether a replacement is required.

An employee who reports late and who has not been replaced at the discretion of the Employer shall be retained for the balance of the shift if the employee reports to work and is ready to commence work within one hour of the scheduled start of the shift. An employee who reports to work later than one hour following the scheduled start of the shift may be retained for the balance of the shift or sent home at the sole discretion of the Employer. If the employee is sent home, the Employer is not obliged to make payment to such employee. In either event, an employee who reports late and who is not sent home shall only be paid for time actually worked and shall not be paid overtime without having worked more than ten (10) hours.

(1020) A Journeyman, PA2 or an MRO hired before January 22, 2006 employee called back to work after the employee has completed the employee's regular shift's work and has left the premises shall be paid for a minimum of 4 hours. If an employee works 2 and 1/2 hours or less, the employee shall receive 4 hours pay at time-and-one-half rates. If the employee works in excess of 2 and 1/2 hours, the employee shall be paid at the rate of time-and-one-half for the first 2 and 1/2 hours and double time thereafter, but in no event shall the employee 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.

General

(1021) An employee working more than 37.5 hours within a workweek shall be paid at the rates identified in Clause (1008) for weekly overtime worked. For added clarity, actual hours worked in this case exclude sick days, vacation, recognized holidays, book offs, lieu days, and leaves of absence authorized by the Employer, save and except Union leaves for Toronto Star business which shall be considered as time worked toward 37.5 hours worked in a week.

(1022) Where a full-time employee is not working on a recognized holiday or has a vacation day or is sick for a day on which the employee is eligible for short-term disability benefits, the employee shall be compensated as follows:

- (a) Recognized holidays – an employee who is not at work but entitled to be paid for a recognized holiday will be paid the actual hours missed in their schedule and given rotation.
- (b) Birthdays – an employee will be paid for 7 hours if they work in a 5 day work week, 8 hours if they work in a 4 day work week or 10 hours if they work in a 3 day work week for the employee's birthday when the day is taken.
- (c) Vacation day – an employee will be paid according to the actual hours missed in their given rotation, up to a maximum of 7 hours per shift in a 5 day work week, 8 hours per shift in a 4 day work week or 10 hours per shift in a 3 day work week.
- (d) STD benefits for a day – an employee will be paid (when eligible for STD benefits) according to the actual hours missed in their given rotation.

(1023) For the purposes of Clauses (1024), (1025) and (1026), 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 hours worked by an employee. Absence due to sickness, disability or "book-off" of any kind shall not constitute time worked in determining the hours worked by an employee.

(1024) For the purposes of a week's vacation or a week of short-term disability payments, an employee shall be paid based on a weekly average for the last 3 calendar months worked prior to the vacation or prior to the illness or disability.

(1025) Part-time employees for short-term disability absences, recognized holidays (including employee's birthday) will be paid based on the average hours worked per day over the last 3 calendar months.

(1026) For a single day vacation, part-time employees in the Mailing Room Department will be paid in accordance with Clause (1315) and part-time employees in the Pressroom Department will be paid based on the average hours worked per day over the last 3 calendar months.

(1027) For the purposes of Clauses (1024), (1025) and (1026), average hours do not include overtime hours. All hours will be paid at the straight time rate.

ARTICLE 11: PRIORITY & SENIORITY

(1101)

- (a) A separate priority list shall be established and maintained for each classification. Should there be full and part-time staff in the classification, they shall be placed on separate priority lists within that classification and within the appropriate department.
- (b) "Priority" shall be defined as the relative ranking of employees who are employed in the same job classification in the same department and the priority date shall be determined on the basis of the employee's length of service in a classification in a department.
- (c) Seniority dates shall be kept and maintained on a departmental list. "Seniority" is the employee's total length of continuous service with the Employer and shall be the basis upon which an employee's entitlement to service related benefits such as vacation accrual is determined.
- (d) Priority shall be the criterion applied in regard to all differentiations between employees in the application of the terms of the collective agreement such as shift type claiming, layoffs and vacation scheduling.
- (e) Shift type claiming shall occur by classification only and by order of priority in that classification. For example, in the case of an opening on the day shift for a journeyman, only other journeymen on the other shift type can claim that position and do so in order of priority.

(1102) "Priority" shall be established on the first day of work for a new employee. Should there be two employees moving from part-time to full-time positions, the employees' full-time priority shall be the person with the greater part-time priority. Should the two employees commence full-time work on the same day, the procedure for establishing their respective priority shall be as follows:

- (a) the employee higher on the part-time priority shall have higher priority, then
- (b) the employee with greater hours worked as a part-time employee shall have higher priority, and
- (c) in the event neither a) or b) results in identifying higher priority, priority shall be determined by a flip of a coin.

ARTICLE 12: DISCIPLINE, GRIEVANCE, DISPUTE RESOLUTION AND ARBITRATION PROCESS

(1201) It is agreed that fruitless controversies must be avoided and every effort made to maintain good feeling and harmonious relations. To accomplish this, both parties will in every instance give prompt attention to disputes and will in good faith endeavour to settle all differences by conciliation. Under all circumstances business shall be continued in accordance with the contentions of the Employer in a regular and orderly manner, without interference or interruption.

(1202)

- 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 Employer, the Union and the employees will in every instance give prompt attention to disputes and whenever possible, will endeavour to settle all differences at the level of management closest to the employee concerned prior to filing a grievance on the interpretation, application, or alleged violation or administration of the collective agreement.
- B. Both parties agree to make every reasonable effort to present grievances within 30 days following the circumstances which gave rise to the grievance, however, it is agreed by the parties that a grievance which is raised more than 90 calendar days following the circumstances which gave rise to the grievance shall be considered untimely and may be declared by either party as not grievable.
- C. Any dispute or disagreement, including any question as to whether a matter is arbitrable, that arises between the parties hereto shall first be raised by a union representative in the department to the management representative concerned.
- D. Grievances shall normally contain the following information:
 - The names of affected employees;
 - The time frame or date of the event giving rise to the grievance;
 - The nature of the grievance;
 - The remedy sought from the company;
 - Identification of the Article(s) allegedly violated;
 - Any other information.
- E. It is understood that the information above is important to the success of the grievance procedure and where possible should be included.
- F. First step – A first step meeting shall be scheduled within seven (7) days following the Union’s submission of the grievance.

- G. When a grievance is presented by the Union, the Union representative shall meet with the departmental manager or the departmental manager's designate and attempt to resolve the grievance. At the discretion of the union, the grievor may or may not be in attendance at this meeting.
- H. The manager has seven (7) calendar days from this meeting in which to render a decision. The decision shall be in writing and shall provide the date of the decision and the specific reasons why the grievance is accepted or denied.
- I. Second step – If a grievance is not resolved at the first step of the grievance process, it may be submitted to the second step grievance committee for resolution. The grievance committee shall be comprised of representation from each party.
- J. Notice of the decision to proceed to a second step grievance committee shall be given to the Director of Labour Relations or to the employee 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 Employer 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.
- N. It is understood that the Employer may also file a grievance. In the event of a company grievance, the grievance procedure shall apply as if the Employer is the grieving party and the Union is the responding party.
- O. In an effort to promote cooperative and speedy resolution of grievances the parties may, by mutual consent, elect to use a mutually agreed upon alternative dispute resolution methods including mediation or expedited arbitration.
- P. 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.
- Q. 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.

- R. It is agreed that the right to arbitrate shall be restricted and limited to issues pertaining to the application, interpretation, administration or alleged violation of the collective agreement. An arbitrator or arbitration board shall have no authority in any way to alter, modify, amend or extend the terms of this collective agreement or the terms and conditions herein.
- S. 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 Employer, the Union and any employee affected by it.
- T. 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 7 calendar days of the notice of arbitration (subject to availability). Both parties reserve the employee 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

- W. Kaplan
- L. Davie
- D. Harris
- J. Devlin
- R. Levinson
- M. Tims
- O. Shime
- J. Johnston
- B. Kellar
- M. Nairn
- D. Randall

- U. 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 7 calendar days of the employee appointment, the matter may be referred to the Ministry of Labour on the request of either party.
- V. The costs of the arbitration shall be shared equally between the Union and the Employer.

(1203) 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 Employer's disciplinary sanction(s) beyond what the specific conduct would warrant without consideration of the previous offence.

(1204) Nothing herein shall preclude or limit the Employer's right to discipline any employee for absenteeism or lateness,

ARTICLE 13: VACATIONS

(1301) Except as provided elsewhere in this collective agreement, employees (other than PA1s), after one year's continuous service, in the year ending December 31 shall be entitled to three (3) weeks of vacation with pay between January and December to a maximum payment of 15 days. If an employee commences employment after January 1st, vacation entitlement for the first year of service shall be pro-rated based on the calendar year. The vacation entitlement of persons employed as PA1s shall be in accordance with the Employment Standards Act and only Clauses (1309) and (1310) of this Article shall apply to PA1.

(1302) Except as provided elsewhere in this collective agreement, any employee having completed 5 years of continuous service with the Employer as an Apprentice or a full-time employee to the preceding December 31 shall be entitled to a 4th week of vacation with pay to a maximum payment of five days.

Any employee having completed 10 years of continuous service with the Employer, as an Apprentice or a full-time employee to the preceding December 31 shall be entitled to a fifth week of vacation with pay to a maximum of five days.

Any employee having completed 25 years of continuous service with the Employer, as an Apprentice or a full-time employee to the preceding December 31 shall be entitled to a sixth week of vacation with pay to a maximum of five days.

(1303) Upon request, an employee may receive vacation pay in advance of the vacation, in accordance with past practice.

(1304) No employee shall be allowed three or four or five or six consecutive weeks of vacation, as the case may be, during the summer period (June 1 to September 30) unless all two- week vacation periods have been arranged for all other employees.

(1305) Except as provided elsewhere in this collective agreement, all employees who have worked a portion of the year shall receive vacation with pay pro-rated for the portion of the year worked.

(1306) Except as provided elsewhere in this collective agreement, one week of vacation is understood to mean five days or five nights. If an employee regularly works a 3 or 4 day work week, one week of vacation shall be 3 or 4 days accordingly, and shall be paid as per Clause (1023). 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.

(1307) The time of the year that each employee shall take such vacation shall be determined and arranged by the Employer. To avoid interference with production, vacations shall be arranged by the Employer as far as possible between November 1 and August 1, according to priority by classification. It is understood that all vacations earned to December 31 shall be completed in the twelve months in which they are earned except by mutual consent.

(1308) For the Pressroom, twenty percent (20%) of the full-time journeypersons, twenty percent (20%) of the full-time PA2s, ten percent (10%) of the part-time journeypersons and ten percent (10%) of the part-time PA2s shall be permitted to take one or two week vacation periods at any one time during the summer period (June 1 - September 30), the two week period in which Christmas and New Year's Day fall, and the period in which the March school break falls.

(1309) An employee is entitled to request up to one week of the employee's 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 Employer will not incur any additional costs, and there is no interference in the efficiency of the operation.

(1310) PA1s shall be entitled to take two (2) weeks vacation with pay between June and September 15. The Employer may allow up to three (3) PA1s off on vacation on any given week in the above period. Any additional earned vacation pay shall be paid out.

(1311) Vacation pay will be based on the rate of the shift type to which the employee is regularly assigned.

(1312) In the Mailing Room Department, by December 15th of each year, the Superintendent will provide schedules for day and night shifts 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 type basis. Each employee will have 72 hours from the time of notification by the shift Supervisor to make the employee's 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 commenced prior to December 31st and completed by March 1st each year. An employee who fails to exercise the employee's choice of vacations by this time shall be placed on the bottom of the list for purposes of choosing the employee's remaining vacation time. Such an employee must select such remaining vacation time from the remaining available dates no later than March 1st or have the employee's remaining vacation time assigned by Management. 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.

(1313) Employees in the Mailing Room Department 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. Should the number of full-time MRO's assigned to any given shift change, 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 full-time MRO's 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.

(1314) Shifts and hours 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 Clause 1505 (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.

(1315) Part-time employees in the Mailing Room Department are paid vacation pay on an annual basis at the end of the calendar year. Such pay is determined based on actual hours worked.

ARTICLE 14: RECOGNIZED HOLIDAYS

(1401) Work done on the following recognized holidays shall be paid at 2.0 times the employee's otherwise applicable regular straight-time hourly rate in addition to a day's pay for the holiday: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day. Family Day will also be recognized as a holiday so long as such is provided for by statute. There shall be one (1) additional floating recognized holiday, the employee's birthday. If an employee's birthday holiday occurs on another designated recognized holiday, an additional day's pay at the straight time pay rate will be paid in the same pay week.

A days pay for a holiday where a full-time employee works the holiday is seven (7) hours in a five day work week, eight (8) hours in a four day work week and ten (10) hours in a three day work week.

(1402) In the Pressroom, when any of the above recognized holidays falls on a Sunday, it shall be observed on the day designated as the holiday.

In the Mailing Room, when any of the above recognized holidays (excluding New Year's Day or Christmas Day) falls on either a Tuesday, Wednesday or Thursday, it will be celebrated either the previous Monday or the succeeding Friday, at the discretion of the Employer, providing four (4) weeks notice is given.

(1403) Nothing in the foregoing precludes the Employer from scheduling an Employee to work on the employee's birthday. Where the birthday falls on a scheduled work day and the employee works

the day, the employee's shall be paid straight time for all hours worked and provided an alternative day off, which will be paid out at straight time as per Clause (1022)(b) for full-time employees and Clause (1025) for part-time employees. . 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 a day's pay, paid as per Clause (1022)(b) for full-time employees and Clause (1025) for part-time employees.

(1404)

- (a) For day shift employees, the holiday shift shall be those starting within the 24 hour period of the recognized holiday.
- (b) For night shift employees, the holiday shift shall be those starting between 6:00 p.m. on the day before the recognized holiday and ending at or before 6:00 p.m. on the recognized holiday.
- (c) It is understood that if an employee performs work during the 24 hour period of the recognized holiday otherwise than on a designated recognized holiday shift, the employee shall be paid for such work at 2.0 times the employee's otherwise applicable regular straight-time hourly rate if the employee worked or works the holiday shift.

In the Pressroom only, if the employee did not work or does not work the holiday shift, the employee shall be paid at 3.0 times the employee's otherwise applicable regular straight-time hourly rate for work performed during the 24 hour period of the recognized holiday.

- (d) Where a holiday falls on an employee's regular day off or whose week of vacation includes a holiday, the employee may be granted an additional day's pay for the holiday or may request of the Employer to take an additional day off in the three (3) months following the holiday. If a mutually agreeable day cannot be found within the three months, the day will be paid out at straight time. The day's pay shall be paid as per Clause 1401.
- (e) No person shall receive more than two days pay in addition to regular pay in respect of any recognized holiday on which the employee works.
- (f) When no work is performed, straight time rates, based on the employee's scheduled shift rate, will be paid for the above mentioned holidays provided these holidays result in a shortening of the workweek and provided that an employee 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. This clause applies to full-time employees.

- (g) For the Mailing Room, part-time employees shall be paid for recognized holidays which fall on days on which they are not scheduled to work as provided for in Clause (1025).
- (h) Part-time Journeypersons and part-time PA2s who work three shifts during the week in which a recognized holiday falls will receive a day's pay as per Clause (1025) for the recognized holiday if they are not required to work.

(1405) Temporary part-time employees working all of the employee's scheduled shift preceding and all of the employee's scheduled shift following each of the recognized holidays will receive an additional one-quarter day's pay for each shift so worked in recognition of the recognized holiday, provided no other recognized holiday pay for the same holiday is received by the temporary part-time employee under the existing collective agreement.

(1406) Clauses (1401), (1402) and (1403) shall apply to employees in all classifications except PA1s. The holiday entitlements of PA1s shall be as provided for in the Employment Standards Act except that all of the holidays referred to in Clause (1401) shall apply to PA1s.

(1407) For the Mailing Room, in a week in which two recognized holidays fall and for which a part-time employee receives holiday pay, the holiday pay received for only one such recognized holiday shall count toward the employees minimum hour guarantee as per Clause (1002).

ARTICLE 15: LEAVES OF ABSENCE

Pregnancy & Parental Leave

(1501) Employees shall be entitled to pregnancy and parental leave in accordance with the Employment Standards Act, R.S.O. 2000 and Employer policy.

The Employer shall pay to an employee taking a pregnancy or parental leave or combination of pregnancy or parental leave as a pregnancy and parental leave benefit either at the end of Employment Insurance benefits or at the end of such leave of fifty two (52) weeks following the commencement of such leave, at the discretion of such employee, a lump sum amount equal to two (2) weeks' Employment Insurance benefit.

Paternity leave of one (1) day with pay (based on the average pay over last three months worked) shall be granted upon request to an employee; such leave may be taken on any day within seven (7) calendar days of the date of birth or adoption.

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

Bereavement Leave

(1502) 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 the employee 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. Such paid days off shall be paid based on the hours scheduled. If all bereavement days have not been scheduled as of the day the bereavement leave commences, any unscheduled days shall be paid as per Clause (1025) for part-time employees and Clause (1022)(b) for full-time employees. Nothing described in the above, precludes the Employer from granting additional time off, with or without pay, for compassionate reasons.

Union Leaves of Absences

(1503) An employee who is elected or appointed to a full-time paid position within the Local or the Graphic Communications Conference / International Brotherhood of Teamsters 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 an employee's intention to return to work.

(1504) 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.

(1505) Upon 24 hours' notice, a maximum of four (4) 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 collective 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.

(1506) An employee on leave of absence as an officer of the Union shall, upon the employee's return to work for the Employer, be deemed to have bridged service for purposes of eligibility for amount of vacation, severance and/or dismissal pay, and service for the purpose of pension eligibility under the Pension Plan as provided for in Appendix C (subject only to the terms and conditions of said Plan). It is understood and agreed that the priority of such a person shall be unchanged from what it would have been had no leave of absence been taken.

Jury Duty or Subpoena

(1507) An employee who is scheduled to work for the Employer, and who is called for jury duty or subpoenaed as a witness, shall be given a full shift off each day and shall be paid the difference between jury or witness pay and the employee's average day pay (based on the average pay over last three months worked) while serving upon production of a copy of the Jury notice or subpoena, if requested.

General Leaves and Time Off

(1508) 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, at least two weeks in advance of the requested leave period and that such leaves of absence, if granted, shall be without pay. No more than three (3) employees can be on a leave of absence at one time. 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 part-time employees, and this provision shall apply to any leave of absence referred to in this Article. Copies of any requests for leaves of absence shall be forwarded to the Union within one (1) week of their receipt by the Employer.

(1509) An employee referred to in this collective agreement wishing time off for personal reasons shall give management 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 management 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.

(1510) It is agreed that an employee on authorized leave of absence, excepting any pregnancy or parental leave of absence taken in accordance with Clause (1501) 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.

(1511) For the Mailing Room only, 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.

ARTICLE 16: HEALTH & WELFARE

I. General

(1601) Weekly indemnity payments will be provided in accordance with the terms of the "Weekly Indemnity Plan".

(1602) Holding in common the principle that comprehensive health care for all persons is a desirable objective, the Employer 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. Temporary employees are not eligible for any health care, dental or disability benefits.

(1603) The Employer will notify the Union in advance of any change in the rates required by the insurance carrier of the Group Life and Group Health Plans.

(1604) Clauses (1605) to (1629) apply to employees who are under the age of 65. Benefit coverage for all employees hired before January 22, 2006 (not including PA1s) and employees hired on or after January 22, 2006 in the Journey person and PA2 classifications age 65 and older is set out in the attached Letter of Understanding on Benefits for Employees Age 65 or Older. Benefit coverage for all employees hired on or after January 22, 2006 in all other classifications and all PA1s shall be as per **Article 16**, except for short term disability which shall discontinue the day following the employee's 65th birthday.

II. Extended Health Care and Dental

Health Insurance

(1605) For employees hired before January 22, 2006 (not including PA1s) - The Employer shall assume 100% of the cost of the Ontario Health Insurance Plan (effective January 1, 1990 Ontario Health Insurance Plan premiums were replaced with an annual payroll tax) and supplement thereto and of the cost of the Sun Life Plan for Extended Health Care, affecting the employees covered by this collective agreement and their dependents. All full-time employees will have an after tax deduction of \$9.00 for family and \$7.00 for single per week deducted from their pay for an Extended Health Care Premium.

The above Extended Health Care Premium was as of January 1, 2006 and shall be increased on an annual basis by the same percentage increase of the overall EHC coverage.

The Employer agrees to pay 60% of the EHC premium for part-time employees if an employee works less than 18 hours in a week, in which case the employee shall pay 40% minimum. If a part-time employee works more than 18 hours in the work week, the part-time employee will pay a greater amount of the EHC premium, prorated against a 30 hour workweek. The Employer shall not pay more than 60% of the EHC premium for part-time employees in any circumstance. The Employer may deduct the full cost of such benefits in advance and shall reimburse the employee the Employer's share of such premium costs the following month.

(1606) For employees hired on or after January 22, 2006 in the Journey person or PA2 classifications – health insurance shall be provided on the same terms as set out in (1605).

(1607) For employees hired on or after January 22, 2006 in all other classifications and all PA1s:

The Employer will assume the full costs of the Ontario Health Insurance Plan* and supplement thereto as well as provide Extended Health Care Plan with reimbursement at 80% of eligible expenses (drug plan and medical supplies), affecting employees covered by this collective agreement and their dependents.

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

All full-time employees will have an after tax deduction equivalent to 50% of the amount of current the Extended Health Care Premium set out in (1605), deducted from employees' pay. Part-time employees will also have the weekly Extended Health Care Premium as set out in (1605) deducted from their after tax pay on a prorated basis based on hours paid.

Group Life Insurance

(1608) For employees hired before January 22, 2006 (not including PA1s) - Employees covered by this collective 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.

- (a) 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.
- (b) Notwithstanding anything herein stated, the terms, conditions and features of the insurance provided for herein shall be as established by the insurer and evidenced by the applicable policy.
- (c) It is agreed by the parties hereto that this Clause shall not be subject to any of the terms and conditions set forth in the other Clauses of this collective agreement.

(1609) For employees hired on or after January 22, 2006 in the Journeyperson or PA2 classifications – group life insurance shall be provided on the same terms as set out in (1608).

(1610) For employees hired on or after January 22, 2006 in all other classifications and all PA1s group life insurance shall be provided as follows:

Employees covered by this collective 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. For employees who elect to become members of the Plan, the Employer will pay the cost of the \$6,000.00 of coverage under the Plan.

Dental

(1611) For employees hired before January 22, 2006 (not including PA1s) - 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, enrolment, dependents and exceptions:

- (a) all full-time Employees are eligible to participate in and must participate in the Plan unless specifically excluded by virtue of the terms of the Plan;
- (b) part-time Employees are eligible to participate, but once enrolled may not opt out of the Plan except under the terms and conditions specified in the Plan.

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;

- (c) benefits under the Plan shall be amended as follows:
 - (i) the O.D.A. Schedule shall be updated every January 1 such that the O.D.A. Schedule is no more than two years behind the current year O.D.A. Schedule;
 - (ii) payment for eligible expenses, as defined in the Plan, for Type II - Prosthodontic Services and Major Restorative Services shall be limited to a maximum amount of \$3,500.00 incurred during a period of 36 consecutive months per insured Employee and per dependent and the remainder shall be paid by the Employee;
 - (iii) reimbursement for eligible expenses, as defined in the Plan, for Type I - Basic Services shall be limited to a maximum amount of \$1,000.00 incurred during a period of 12 consecutive months per insured Employee and per dependent and the remainder shall be paid by the Employee; and
 - (iv) orthodontic benefit of 50% cost sharing of eligible expenses to a lifetime maximum of \$1,500 per dependent, under 19 years of age.

The premium cost sharing arrangements on behalf of full-time Employees which have the Employer paying 75% of the premium costs with the full-time Employee paying 25% of the premium costs shall be maintained during the currency of this collective agreement.

For part-time employees, the Employer's contribution toward the premium cost for part-time Employees shall be not less than 60% and not more than 75% of the dental premium costs and the part-time employee contribution shall be prorated based on hours worked.

(1612) For employees hired on or after January 22, 2006 in the Journeyperson or PA2 classifications – dental insurance shall be provided on the same terms as set out in (1611).

(1613) For employees hired on or after January 22, 2006 in all other classifications and all PA1s dental insurance shall be provided under the same dental plan as other employees but only for the following areas:

- (a) eligible expenses regarding preventative service (100% reimbursement)
- (b) eligible expenses regarding major restorative services (50% reimbursement)
- (c) the above are subject to a combined \$2000.00 annual maximum reimbursement

Vision Care

(1614) For employees hired before January 22, 2006 (not including PA1s) - 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 \$240.00 towards the purchase of prescription eye glasses or contact lenses once every twenty-four (24) months, with the Plan assuming the costs up to \$240.00 per eligible family member in each twenty-four (24) month period.

The Employer agrees to permit any 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 \$240.00.

Regular part-time employees shall be permitted to participate in this benefit on a proportionate basis.

It is understood this benefit may be combined with the basic benefit above for a \$480 maximum payment every year.

(1615) For employees hired on or after January 22, 2006 in the Journeyperson or PA2 classifications – vision care shall be provided on the same terms as set out in (1614).

(1616) For employees hired on or after January 22, 2006 in all other classifications and all PA1s:

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

Out of Country Coverage

(1617) For employees hired before January 22, 2006 (not including PA1s)- 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 with Sun Life Assurance Company of Canada.

(1618) For employees hired on or after January 22, 2006 in the Journeyperson or PA2 classification - out of country coverage shall be provided on the same terms as set out in (1617).

(1619) For employees hired on or after January 22, 2006 in all other classifications and all PA1s – no out of country coverage shall be provided.

Accidental Death

(1620) For employees hired before January 22, 2006 (not including PA1s) – The Employer will pay the premium cost for insurance coverage to provide a benefit of \$200,000.00 to be paid in the event of the accidental death of an employee occurring or resulting from injuries sustained in the course of the employee's employment.

(1621) For employees hired on or after January 22, 2006 in the Journey person or PA2 classification – accidental death insurance shall be provided on the same terms as set out in (1620).

(1622) For employees hired on or after January 22, 2006 in all other classifications and all PA1s – no accidental death insurance shall be provided.

III. Weekly Indemnity Plan

(1623) Eligibility

Except as provided herein, MRO hired before January 22, 2006 and all Journey person, and PA2 (both full-time and part-time) employee who has completed the employee's probation and has three successive months' priority with the Employer is automatically eligible for this Plan, subject to the terms of the Plan and provisions of this collective agreement. MROs hired on or after January 22, 2006 and all PA1s who has completed the probationary period and who had three months of continuous service is eligible for short-term disability benefits as set out below.

No full-time employee who has less than two years of continuous service with the Employer and no part-time employee who has less than two years of accumulated continuous service with the Employer shall be eligible subject to the terms of the LTD Plan. MROs hired after January 22, 2006 and PA1s are not eligible for LTD.

(1624) Termination of Plan

All coverage provided under both STD and LTD plans are terminated upon termination, retirement or age 65, whichever is earlier or as otherwise provided for herein.

(1625) Amounts of Benefits

(a) Employees hired before January 22, 2006 (not including PA1s)-

Benefits will be paid weekly at the rate of 100% of the day rate (as determined by Clause (1022)(d), (1024) and (1025) for the disabled employee for a maximum of 26 weeks. Thereafter, if eligible, benefits will be paid monthly by the insurer at the rate of 60% of the contract day rate in effect on the last day of the employee's 26th week of disability until age 65.

Notwithstanding the provisions of Clause (1623), a part-time employee who qualifies under this Article 16 for short term disability benefits under the Weekly Indemnity Plan shall be entitled to Long Term Disability benefits (not including MRO hired on or after January 22, 2006 and PA1s) which shall be calculated and payable at the rate of 60% of the Short Term Disability benefits for

which such part-time employee shall have been entitled in accordance with the provisions of the foregoing paragraphs.

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 and the Long Term Disability Plan, payment representing that employee's contribution will be made by the Employer directly to the Toronto Star Pension Plan from the beginning of the Long Term Disability period which commences after the first 26 weeks of disability. The employee's rate of pay for Pension Plan purposes will be assumed to be the rate paid at the end of the initial 26 weeks' period of disability.

Benefits in either period will be reduced by any amounts paid under Workplace Safety and 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 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 and Insurance Board Disability pension (if any) and the amount of the insured benefit.

(b) For Employees hired on or after January 22, 2006 in the Journeypersons and PA2 classifications

Benefits will be paid weekly at the rate of 75% of the day rate (as determined by Clause (1022)(d), (1024) and (1025) for the disabled employee for a maximum of 26 weeks of absence, including any unpaid days of absence.

Notwithstanding the provisions of Clause (1623), a part-time Journeyperson or PA2 who qualifies under this Article 16 for short term disability benefits under the Weekly Indemnity Plan shall be entitled to Long Term Disability benefits which shall be calculated and payable at the rate of 60% of the Short Term Disability benefits for which such part-time employee shall have been entitled in accordance with the provisions of the foregoing paragraphs.

Benefits in either period will be reduced by any amounts paid under Workplace Safety and 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 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 and Insurance Board Disability pension (if any) and the amount of the insured benefit.

(c) For MROs hired on or after January 22, 2006 and all PA1s

Benefits will be paid weekly at the rate of 75% of the day rate (as determined by Clause (1022)(d), (1024) and (1025) for the disabled employee for a maximum of 26 weeks of absence, including any unpaid days of absence.

Benefits will be reduced by any amounts paid under Workplace Safety and Insurance Board regulations.

(1626) Basis for Payment of Benefits

For employees hired before January 22, 2006 (not including PA1s), 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 employees hired on or after January 22, 2006 and all PA1s, except in the case of absence resulting from compensable injury, the benefits will commence on the fourth working day for all types of disability (accident, sickness or disease). Further, employees hired on or after January 22, 2006 and all PA1s, who are absent as a result of compensable injury will be paid by the Workplace Safety and Insurance Board (in accordance with the provisions of the Workplace Safety and Insurance Act).

For the first 26 weeks and the next 78 weeks (if applicable), disability of the employee shall be deemed (1) inability to perform each and all material duties pertaining to the employee's occupation, and (2) no engagement in any occupation or employment for wage or profit. Commencing with the third year of absence (if eligible for LTD), 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 the employee is reasonably qualified by reason of education, training or experience. For employees hired before January 22, 2006 (not including PA1s), in the case of absence due to compensable injury, any difference between payment for the first day of absence received from the Workplace Safety and Insurance Board and regular straight time pay which the employee would have received will be made up by the Employer until STD benefits are exhausted.

For employees hired before January 22, 2006, irrespective of the shift to which an employee is assigned, the loss of pay resulting from benefit commencement on the second day of absence due to sickness or disability shall be based on straight time rates. For employees hired on or after January, 22, 2006 and all PA1s, irrespective of the shift to which an employee is assigned, the loss of pay resulting from benefit commencement on the fourth (4th) day of absence due to sickness or disability shall not exceed the amount of seventy-five (75) percent of straight time rates. A "day's pay" for the purposes of WSIB shall be determined based on the average hours worked per day over the last 3 calendar months .

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 60-day period. Where the disability is considered successive the waiting period will not apply for payment of benefits.

Employees must be under the care of a duly licensed physician, dentist or surgeon, podiatrist or chiropractor in order to claim benefits. A claim form (i.e. an Attending Physicians Statement) will be provided.

(1627) Contributions

The Employer agrees to pay 100% of the cost of the Short Term Disability Plan. The Employer further agrees to pay the premiums of the Long Term Disability Plan and insurance features and commitments of the Long Term Disability Plan will be those set out in the Plan, as determined by the insurer.

For added clarity, references in the foregoing are for premiums only (as applicable); the insurance features and commitments will be those set out in the Plans themselves.

(1628) Effect of Disability on Service

(a) For Employees Hired Before January 22, 2006 (not including PA1s)

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

(b) For Employees Hired on or After January 22, 2006 in the Journeyman and PA2 classifications

The time the insured employee is receiving benefits at the 75% rate shall count as service for all benefits in this collective agreement relating to service. Upon return to active work, the employee will be deemed not to have broken continuous service with the Employer.

(c) For Employees Hired on or After January 22, 2006 in all other classifications and all PA1s

The time the insured employee is receiving benefits at the 75% rate shall count as service for all benefits in this collective agreement relating to service. Upon return to active work, the employee will be deemed not to have broken continuous service with the Employer.

IV. Press Assistant One

(1629) A PA1 shall retire from the Employer's employment upon attaining age 65 unless such retirement is postponed by mutual agreement among the Employer, the PA1 and the Union.

ARTICLE 17: SEVERANCE, DISMISSAL AND RETIREMENT PAY

Permanent Suspension of Publication

(1701) Severance pay at the rate of one week's pay for each six months of continuous service (or major fraction thereof) by the employee with the Employer, with a maximum of fifty-two weeks' wages, shall be paid on termination of employment caused by permanent suspension of publication. Severance pay shall not apply in the case of an employee who does not lose employment through suspension of publication due to merger. A week's pay shall be defined as straight-time pay for a work week based on day shift rates averaged over the previous six months from the date of notice of layoff.

Staff Reduction

(1702) Upon dismissal to reduce staff, an employee shall receive dismissal pay in a lump sum equal to one week's pay for every five months of continuous service or major fraction thereof with the Employer but not in excess of fifty-two (52) weeks' pay. It is agreed that dismissal pay will be based on continuous service as an employee, provided that the maximum of fifty-two (52) weeks' pay remains unchanged. A week's pay shall be defined as straight-time pay for a work week based on day shift rates averaged over the previous six months from the date of notice of layoff.

(1703) For the purpose of this Article a reduction in staff is defined as a reduction in the number of full-time or part-time positions brought about through termination of employment, but not as a result of transfer, retirement, resignation, disability, death or discharge for just and sufficient cause.

(1704) A full-time employee 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 pay. A part-time employee 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 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 pay rate in effect immediately prior to date of termination (or proportionate amount), will be paid only once in the working lifetime of an individual. For full-time employees, a week's pay shall be defined as straight-time pay for a work week based on day shift rates averaged over the previous six months from the date of notice of layoff.

Press Assistant One

(1705) (a) No PA1 shall be disciplined or dismissed without just and sufficient cause. Such PA1 and the Union shall be advised promptly in writing by the Employer of the reason for such discipline or dismissal.

(b) Upon dismissal to reduce staff, a PA1 shall receive notice, termination pay, and severance pay as required by the express provisions of the Employment Standards Act. In addition, if the

Employer implements a staff reduction, the terms with respect to layoff and bumping (Article 18) do not apply to PA1s.

ARTICLE 18: JOB SECURITY AND LAYOFFS

(1801) It is recognized that job security falls into two main categories: first, layoffs due to the introduction and use of new processes and/or new equipment; and, second, all other layoffs, except, of course, dismissal for cause.

(1802) 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.

New Processes and/or New Equipment

(1803) Definition. New processes and/or new equipment is defined as the replacement of existing equipment and/or methods in the Pressroom or Mailing Room Departments and/or the purchase and installation of new types of equipment developed for use in that Department. It shall also include new processes in the methods of production now in use affecting the employees.

(1804) 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 employees.
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 and who are members of the Toronto Star Pension Plan, 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 and who are members of the Toronto Star Pension Plan, 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 (1) 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 (1) week's pay at the regular straight-time day shift rate in effect immediately prior to the date of termination for every four (4) months of continuous service or major fraction thereof for the remainder of their continuous service all to a maximum of 65 weeks' pay. A week's pay shall be defined as straight-time pay for a normal work week based on day shift rates averaged over the previous three months. In addition, such employees shall receive a once in a lifetime lump sum payment equal to two (2) 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 the employee would have received had the employee 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 and who are members of the Toronto Star Pension Plan, in order of priority who elect a deferred vested benefit under the provisions of the Toronto Star Pension Plan, or an unsupplemented early retirement pension, may elect a severance payment in the amount of one (1) week's pay at straight-time day shift rates in effect at the time of separation for each four

(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 the employee 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 (1) week's pay at straight-time day shift rates in effect at the time of separation for each four (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.

All other layoffs

I. Pressroom

(1805) The Employer recognizes and agrees that all other contractual obligations will be met and will be extended in the following manner:

- 1 In the event that all other contractual obligations with respect to layoffs have been met, before implementing any layoff the Employer will discuss the proposed layoff (including the possibility of voluntary retirements) with the Union and justify the necessity for the proposed layoff.
- 2 Before implementing any such layoff there will be a period of 90 days for the Union to allow full discussion as agreed in paragraph 1, immediately above. Notwithstanding paragraph 1, immediately above, the Employer may implement layoffs under conditions herein agreed to, after the 90-day period, provided this shall not prejudice the final disposition of the case.
- 3 During this 90-day period the number of full-time positions in the work force will be maintained, except that replacements due to normal attrition will not be eligible for the once in a lifetime lump sum payment equal to two (2) weeks' pay at the basic day shift rate in effect immediately prior to date of termination in the event of a layoff at the end of the 90-day period.
- 4 Notwithstanding paragraphs 2 and 3 above, the Employer may, at its discretion, provide pay in lieu of the 90 day notice period to affected employees. Such pay in lieu of notice shall not negate the requirement for discussion with the Union as per paragraph 1.

(1806) Disposition of personnel

The disposition of personnel laid off by the application of Clause (1805) above, will be as follows:

- 1 The Employer will provide the contractual dismissal pay set out in the collective agreement but in each such case an additional amount equal to two (2) weeks at the basic day shift rate in effect immediately prior to date of termination will be paid. A week's pay shall be defined as straight-time pay for a normal work week based on day shift rates averaged over the previous three months. It is understood that this lump sum payment equal to two (2) weeks at the basic day shift rate in effect immediately prior to date of termination will be paid only once in the working lifetime of any employee.

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

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

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

(1807) Interpretations

- 1 In Clause (1804)(2), "negotiate" means that full and serious consideration will be given by the parties to all factors and aspects, to the end that there can be a search for a mutually satisfactory way of minimizing the impact of layoffs. If no mutually satisfactory way of minimizing the impact of layoffs is achieved, the proposed lay off will be implemented.

- 2 In Clause (1805)(1), "justify the necessity" means the explanation of the business rationale and any change or changes in conditions which account for a reduction in staff.
- 3 The preamble of Clause (1803) shall be interpreted to permit the Employer to forego replacement of terminations.

(1808) In the event of a decrease in the force of any Journeyperson, PA1 or PA2 in the Pressroom, such decrease shall be effected by discharging first the person or persons last employed in the classification affected and should there be an increase in the classification affected within 90 days of any decrease, the person or persons discharged by reason of the decrease shall be reinstated in the reverse order in which they were so discharged before other help may be employed.

II. Mailing Room

Notice of Layoff

(1809) The number of full-time employee positions can be modified upwards or downwards at the Employer's discretion. A reduction in the number of full-time employees shall only be made by attrition or upon ninety (90) days notice. A reduction in the number of part-time employees shall only be made by attrition or upon thirty (30) days notice. The Employer may, at its discretion, provide pay in lieu of the 90 or 30 day notice periods (whichever is applicable) to affected employees. Such pay in lieu of notice shall not negate the requirement for discussion, if applicable, with the Union as set out in Article 18.

Staff Reduction Due to Technological Change

(1810) In the event a staff reduction is brought about as a result of the introduction of new technology, a full-time employee may, as an alternative to dismissal pay, or as an alternative to claiming employment as a part-time employee, elect enrollment in a recognized educational establishment with a view to retraining.

(1811) 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 the employee's 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 collective 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 the employee's enrollment in such program.

(1812) During the life of this collective 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.

(1813) 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.

(1814) Recall Rights

Notwithstanding the provisions of Article 5, effective January 1, 1992, when, following a staff reduction or reductions pursuant to Article 18, the Employer intends to add full-time positions in job classifications from which employees were dismissed, any such employees who claimed a position pursuant to this clause shall be offered reinstatement to their former positions in order of priority to the extent required to fill the number of positions 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 positions. In the event of such reinstatement, the reinstated employee shall retain the employee's 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 this clause or a reinstated employee shall not be required to go through an additional trial period.

(1815) A full-time employee having opted for available 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 the employee 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 pay at the basic day shift rate in effect immediately prior to date of termination.

(1816) In the event of a dismissal to reduce staff, an affected part-time employee has the option of accepting dismissal pay, as set out in this Article, or electing to be placed on a recall list for a maximum period of one year from the date of dismissal. In the event a part-time employee elects to receive dismissal pay, the part-time employee shall be deemed to have waived any recall rights. If the part-time employee elects to be placed on the part-time employees' recall list, in the event the employer intends to add part-time employees in job classifications from which part-time employees were dismissed, part-time employees on the part-time employees' recall list shall be offered such positions in order of priority and so long as the part-time employee next in

priority has the skills and ability to do the work required in the job classification. If a part-time employee on the part-time employees' recall list is not recalled to a job classification within one year from the date of dismissal, the part-time employee shall receive the part-time employee's dismissal pay set out in this Article. At the time, the part-time employee's name shall be removed from the part-time employees' recall list and the part-time employee shall have no further recall rights. In addition, at any time during the one year period from the date of dismissal, a part-time employee can elect to receive the part-time employee's dismissal pay. In such instance, the part-time employee's name shall be removed from the part-time employees' recall list and the part-time employee shall be deemed to have waived any further recall rights.

Bumping Rights – All Employees

(1817) In the event of staff reductions, the Employer will specify the number of employees to be dismissed in each classification and whether those reductions are from the full-time priority list or the part-time priority list.

The reductions shall take place in reverse order of priority within an impacted classification.

An employee named to be laid off who has the skill, ability and aptitude to perform the work in a lower classification in the same department, may bump to that position if the employee has more seniority than the most junior person in the lower classification. In the event that a person is displaced through bumping, the displaced employee may bump a more junior employee in a lower classification so long as the employee has the skill, ability and aptitude to perform the work in the lower classification. In the event that an employee does bump to a lower classification, that employee shall be paid at the rate of the lower classification and all terms and conditions of the lower classification shall apply.

A full-time employee who is named for layoff may bump a part-time employee in the same classification in the same department if the employee has greater seniority and is qualified. For greater certainty, full-time employees can bump to full-time or part-time positions in the same or lower classification but part-time employees can only bump part-time positions.

An intention to exercise bumping rights must be done within four weeks of the notice of layoff, unless otherwise agreed to by the parties.

Notwithstanding the foregoing, an employee in the PA1 or PA2 who holds the position assignment of platemaker duties and who was on staff as of August 22, 2010 can be bumped by a senior employee only if that senior employee has previously and regularly held the position assignment of platemaker duties.

ARTICLE 19: HEALTH & SAFETY

(1901) It is the desire and intention of both parties to operate the equipment in such a manner as to safeguard the employees and the equipment. Whenever repairs have been carried out between the last operation of a press and its scheduled resumption of operation, reasonable precaution will be taken to ensure that the press is in such state and condition that it can be safely operated by the press

crew assigned to it. When during a shift work on a press or work which may affect the operation of a press is being carried out, the Journeyperson in charge of the press crew on such press will be so informed.

(1902) The Employer agrees to provide a mandatory -annual hearing test through its Health Centre facilities for all staff.

(1903) 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).

(1904) 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.

(1905) 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 the employee's 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.

(1906) 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.

(1907) The Union shall appoint a representative and an alternate to be a member of the Joint Production Safety Committee which shall consist of worker representatives from each of the Production Departments and an equal number of Employer representatives which shall be the Safety Committee for purposes of the Ontario Occupational Health and Safety Act and which shall meet at least every two months or more often as may be decided by the parties to deal with any new or outstanding items of safety. Minutes of meetings will be distributed to each committee member and to each designated safety representative. It shall be the responsibility of the Union to advise the Employer of the names of its Safety Committee representative, its safety representative and of the names of their alternates and to ensure that the Employer is advised in writing of any changes.

(1908) The Employer and the Union agree to co-operate in the maintenance of sanitary conditions in the workplace, including suitable and separate changing and washroom facilities for male and female employees. The Employer will keep prominently posted arrangements in effect for prompt medical attention in emergencies during working hours.

(1909) The Employer will pay the cost of a service by a company engaged by the Employer to supply and launder two (2) uniforms per employee per week.

ARTICLE 20: NO STRIKE OR LOCKOUT

(2001) It is mutually understood and agreed by and between the parties to this collective agreement that the Employer will not institute any lockout, nor will members of the Union institute any strike or boycott, or fail to report for work, or interfere with prompt and regular publication during the lifetime of this collective agreement, as specified in Section 43 of the Labour Relations Act of Ontario.

(2002) Pressroom only, the Employer agrees that Journeypersons and PA2s covered by this collective agreement will not be asked to execute struck work temporarily transferred from any employer whose employees are members of the GCC/IBT Local 100M and engaged in a legal strike which has been sanctioned by the GCC/IBT Local 100M. This does not preclude the execution of work normally done by these employees under this agreement which is destined to another employer at which a legal strike by or a lockout of a local of the GCC/IBT Local 100M is in progress.

ARTICLE 21: TERM OF AGREEMENT

(2101) This collective agreement shall take effect on **August 22, 2010** and shall remain in force until **December 31, 2014**. It is mutually agreed that all other provisions will be made effective upon the signing of this collective agreement or upon such other date as may be provided for elsewhere in this collective agreement.

(2102) Within 90 days prior to the termination of this collective agreement the Employer agrees to negotiate with the Union for a new collective agreement to take effect on January 1, 2015. The terms and conditions of this collective agreement shall remain in effect during such negotiations. If such negotiations do not result in a new collective agreement prior to December 31, 2014, the new collective agreement shall be made retroactive to January 1, 2015, in respect to wages and overtime (if any).

(2103) In recognition of the duration of this collective agreement, the parties agree to use their best efforts to commence discussion regarding the renewal collective agreement no later than June 1, 2014 with the intent of being fully prepared for bargaining to commence no later than 90 days prior to the termination of the agreement.

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AND AGREEMENTS**

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I. APPENDICES

APPENDIX A – DUTIES AND FUNCTIONS

<p>Journeyperson</p>	<ul style="list-style-type: none"> ▪ all upstairs functions such as folder set up, all press controls, roller setting, colour setting; registration, etc. ▪ includes all PA2 functions such as plating, leading sheets and general clean up ▪ includes all PA1 functions
<p>PA2</p>	<ul style="list-style-type: none"> ▪ all “downstairs” functions (i.e. reel tending, leading sheets, plating etc.) ▪ general clean up and maintenance, including oil plate cylinder and lockups, roller wash, cylinder end washing, spot plates and strip plates ▪ all duties of PA1 ▪ will cover for journeyperson subject to ability, training and operational needs <p style="text-align: center;">PA2 functions specific to the position assignment of platemaker duties:</p> <ul style="list-style-type: none"> ▪ all functions required for the receipt and processing of files using customer specific software applications, and the production and sortation of plates and proofs to meet the daily printing requirements ▪ user maintenance of all plate production equipment ▪ troubleshooting and diagnostics of all production processes ▪ operation and troubleshooting of customer specific software applications required to carry out platemaking functions ▪ check and monitor quality functions with respect to files, proofs and plates, and initiate corrective actions when needed ▪ provide direction to PA1s who have the position assignment of platemaker duties ▪ liaise with customers contact group during production to ensure timely and accurate receipt of files ▪ rerouting of files to alternate sites when required ▪ clerical functions as required by supervisors including reporting of daily production performance metrics, problems, and tracking of inventory levels

	<ul style="list-style-type: none"> ▪ all duties of PA1s holding the position assignment of platemaker duties
PA1	<ul style="list-style-type: none"> ▪ this role would include all current traditional paperhandler and press cleaner functions ▪ roll stripping ▪ operation of reelstand and transfer table controls for the purposes of reel changeover (changing rolls, hanging kites and making back pasters), but not for the purposes of leading sheets/webbing up press. See Letter regarding Classification Job Duties and Functions ▪ LGV tender ▪ roll delivery and removal (to and from reelstands either manually or via LGV systems) ▪ pressroom waste disposal as required to any location in VPC ▪ general cleanup and maintenance (i.e. greasing and oiling, replace bearer pads) ▪ semler checks, maintenance and upkeep (excluding flushing the system) ▪ Shipping and receiving (including the transport and storage of press material, consumables, and waste) ▪ wipe blades and heads ▪ change blanket washer cloths ▪ remove and install turbos (on a press which is in maintenance mode) ▪ remove and replace guards as required ▪ delivery and sortation of plates to the press ▪ solvent reclaiming ▪ ink reclaiming ▪ filling the tanks for the blanket washer ▪ and under the supervision of a Journeyperson or PA2: <ul style="list-style-type: none"> ○ set rollers – any helper functions required as part of the roller setting crew or roller exchange crew provided PA1s do not inch the press or move the roller train ○ change blankets – any helper functions as required as part of the blanket changing process but not including the physical mounting or the removal of the blanket. • Activate any stop and safe on the press <p>PA1 functions specific to the position assignment of platemaker duties:</p>

	<ul style="list-style-type: none"> ▪ operation of platemaking equipment for the purpose of plate loading, output and sortation ▪ plateroom equipment chemistry replenishment, cleaning and maintenance ▪ operation of all software applications required to carry out the above duties ▪ troubleshooting and diagnostics of all production processes
Mailing Room Operator	<ul style="list-style-type: none"> ▪ clearing of waste from conveyors in the Mailing Room Department ▪ set up, maintain, and operate all stackers, palletizers, under wraps, tying machines, stacker infeed assemblies, conveyor controls, stretch wrap machines, ferag transfer stations ▪ set up, maintain, and operate all equipment within inserting cells, including the feeding of pockets ▪ all material handling functions (either via tow motor, pallet truck, or LGV system), including insert receiving, truck loading, operation of all doors and ramps ▪ operating tippers and compactors and all waste handling function in all areas of VPC ▪ operation of the carousel including manual inserting ▪ clerical functions as required by supervisors ▪ operation of all software applications required to carry out the above duties ▪ Addressograph

APPENDIX B - PENSION PLAN

Pressroom Department – Employees Hired Before January 22, 2006

1. The Pension Plan, known as the "Prestereph Pension Plan," described under the heading "Pension Plan" at pages 40, 41 and 42 of the Collective Agreement covering Pressmen and Paperhandlers between Toronto Star Newspapers Limited and the Printing and Graphic Communications Union No. N-1 effective January 1, 1977 to December 31, 1978 or at **pages 19 and 20 of the Collective Agreement covering Stereotypers between Toronto Star Newspapers Limited and the Printing and Graphic Communications International Union No. 100-M effective January 1, 1977 to December 31, 1978** shall be continued solely for the purpose of providing for the payment of pensions, deferred vested pensions and other benefits under the terms thereof to members or former members or their beneficiaries who, by reason of retirement, termination of employment or death, were receiving such payments or were entitled to deferred vested pensions prior to the date of the signing of the Collective Agreement covering the period January 1, 1979 to December 31, 1981. No Employee governed by this Agreement shall be eligible to participate in the Prestereph Pension Plan or to receive a pension thereunder on or after such date and no pension benefits, other than deferred vested pensions to which former Employees had theretofore become entitled, shall commence to be paid or payable under the Prestereph Pension Plan on or after the date of the signing of the Collective Agreement covering the period January 1, 1979 to December 31, 1981.
2. All full and part time employees and apprentices as at the date of the signing of the Collective Agreement covering the period January 1, 1979 to December 31, 1981 have been and are required to join the Toronto Star Pension Plan as non-contributory members thereof upon fulfillment of the eligibility requirements of that Plan.
3. An Employee shall retire from the Employer's employment upon attaining age 65 or as may be specified in the Toronto Star Pension Plan as amended from time to time, unless such retirement is postponed by mutual agreement among the Employer, the Employee and the Union.
4. The pension benefits payable under the Toronto Star Pension Plan shall be integrated with those payable under The Canada Pension Plan. The actual integrated Toronto Star Pension Plan/Canada Pension Plan pension benefits payable upon retirement at age 65 to a non-contributory member of the Toronto Star Pension Plan who is governed by this Collective Agreement and who elects a normal ten-year guaranteed pension benefit shall be equal to or greater than the level of Canada Pension Plan benefits which would have been payable to such Employee had the employee retired at age 65 or thereafter on the date of the signing of this Collective Agreement plus a pension in the amount which would be the equivalent of that provided by the application of the following formula:

(a) Past Service

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

(b) Future Service

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

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

5. It is recognized that pension benefits calculated in accordance with Clause 4 might, in some instances, exceed the level of pension benefits which would otherwise have been payable under the Toronto Star Pension Plan. To the extent that pension benefits calculated in accordance with Clause 4 hereof exceed the pension benefits which would otherwise have been payable under the Toronto Star Pension Plan, such additional pension benefits shall be guaranteed only for 100 weeks from the commencement of retirement. If a member of the Toronto Star Pension Plan governed by this Collective Agreement continues to work beyond the age of 65 years pursuant to Clause 3 hereof and dies prior to retirement, he/she will be covered by the 100 week guarantee as specified herein.
6. Except such as are required for the purpose of providing pensions, deferred vested pensions and other benefits under the terms of the Prestereph Pension Plan to members, former members or beneficiaries thereof who are entitled by reasons of retirement, termination of employment or death to receive such pensions or benefits as at the date of the signing of the Collective Agreement covering the period January 1, 1979 to December 31, 1981, all assets of the Prestereph Pension Plan shall be transferred to the Toronto Star Pension Plan as at that date and the Union, for itself and on behalf of the Employees governed by the Collective Agreement covering the period January 1, 1979 to December 31, 1981, agrees to execute any instruments necessary to effect such transfer and requests and authorizes the Employer and the trustees appointed to administer the Prestereph Pension Plan and the Toronto Star Pension Plan to do or cause to be done all which is necessary to effect such transfer of assets.
7. Full and part-time employees and apprentices who, in accordance with the provisions of this Article, became or will become non-contributory members of the Toronto Star Pension Plan upon fulfillment of its eligibility requirements have been or will be given credit for past service as non-contributory members as though they had become non-contributory members of the Toronto Star Pension Plan upon fulfillment of its eligibility requirements immediately following attainment of full-time employment status in the case of regular situation-holders,

priority substitute status in the case of priority substitutes and Apprentice status in the case of apprentices.

8. Nothing herein shall preclude a non-contributory member of the Toronto Star Pension Plan who is governed by this Collective Agreement from becoming a "Late-Start Contributory Member" or a "Contributory Member" of the Toronto Star Pension Plan (as those terms are defined therein), provided that, in either case, the Employee applies for such membership and authorizes the Employer to deduct normal contributions from his/her pay in accordance with the terms of the Toronto Star Pension Plan not later than six (6) months after the date each affected Employee is in receipt of written information detailing his/her cost (including interest) of funding past service contributions and, with respect to contributory membership, complies with such requirements as to the funding of past service contributions as may be agreed upon by the Employer and the Employee and accepted by the Trustees of the Toronto Star Pension Plan. For greater certainty it is hereby stipulated and understood that:
 - (i) payments in respect of an Employee's funding of past service contributions shall be made in such number of instalments as may be agreed upon by the Employer and the Employee, subject to acceptance by the Trustees of the Toronto Star Pension Plan;
 - (ii) interest rates in respect of such payments shall be as set by the said Trustees and are subject to adjustment by the Trustees from time to time;
 - (iii) the Employee shall not be entitled to make any payments in respect of the funding of past service contributions after December 31, 1988, and
 - (iv) the Employee shall not be entitled to make any payments in respect of the funding of past service contributions unless he/she shall have complied with the requirements of this Clause 8 and, in particular, shall have elected to make such payments not later than six (6) months after the date he/she is in receipt of written information detailing his/her cost (including interest) of funding past service contributions.
9. Any Employee, other than an Employee referred to in Clause 2 hereof who shall commence or have commenced employment on or after August 29, 1980 shall, as a condition of employment by the Employer, become a contributory member of the Toronto Star Pension Plan upon fulfillment of the eligibility requirements of that Plan.
10. Whereas it is understood that there might be equally sound alternate means of fulfilling the foregoing purposes and providing benefits to persons contemplated hereby, such as, for example, by the merger of the liabilities and assets of the Prestereph Pension Plan into the Toronto Star Pension Plan with equivalent provision for the rights and benefits referred to in Clauses 1 and 6 hereof, it is acknowledged and agreed that, provided that the rights, benefits and obligations provided for herein shall in no way be diminished thereby, the Employer shall be at liberty to adopt such alternative and the Union, for itself and on behalf of the Employees governed by this Collective Agreement, undertakes to execute any instruments necessary to permit, authorize and effect the adoption of such alternative.

Mailing Room Department – Employees Hired Before January 22, 2006

11. Full and part-time employees participate in the Toronto Star Pension Plan subject to 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.

All Employees Hired On or After January 22, 2006

12. Employees hired on or after January 22, 2006 shall not become members of or participate in the Toronto Star Pension Plan.

**APPENDIX C – PROFIT SHARING PLAN FOR UNIONIZED
EMPLOYEES OF THE TORONTO STAR**

Dated this 27th day of April 2002

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 Newsmedia Guild;
2. Graphic Communications Conference/International Brotherhood of Teamsters, Local 100M;
3. International Association of Machinists and Aerospace Workers, Local 235;
4. International Brotherhood of Electrical Workers, Local 353; and
5. CEP, Local 591G ;

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
<13%	0%
13% to 13.99%	1%
14% to 14.99%	2.5%
15% to 19.99%	3% of Cash Margin in respect of that portion of Cash Margin which is up to 19.99% of revenue.
20% and above	3% of Cash Margin in respect of that portion of Cash Margin which is up to 19.99% of revenue plus 4% of Cash Margin in respect of that portion of Cash Margin which is equal to or greater than 20% of revenue.

E. Eligibility for Sharing in the Profit Sharing Pool

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

Profit Sharing Pool

Number of Full-Time Equivalent Eligible Participants*

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

for the last pay week of the particular fiscal year shall receive a pro rated portion of the Profit Sharing Amount based on regular hours paid during the particular fiscal year.

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

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

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

F. Form of Payment

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

G. Timing of Payment

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

H. Amendment or Termination of the Plan

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

SCHEDULE “A”

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

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

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

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

3% of the Cash Margin dollars from 15 to 19.99% (\$80,576,000)	\$ 2,417,280
4% of the Cash Margin dollars from 20 to 20.9% (\$3,677,000)	<u>\$ 147,080</u>
Total Profit Share Pool	\$2,564,360

In 1997, the payment for a permanent full-time Employee would have been \$1,813.55 (\$2,564,360 ÷ 1,414).

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

Regular Full-time		Total Hours in a Year	Regular Part-time Total Hours in a Year	Full-time Equivalent	Prorated Profit Share Amount
Work Week (Hours)	Work Week (Shifts)				
37.5	5	1,950	1,170	1170/1950 = .6	1813.55 x .6 = \$1088.13
35	5	1,820	1,092	1092/1820 = .6	1813.55 x .6 = \$1088.13
35	4	1,820	1,365	1365/1820 = .75	1813.55 x .75 = \$1360.16
34	4	1,768	1,326	1326/1768 = .75	1813.55 x .75 = \$1360.16
32	4	1,664	1,248	1248/1664 = .75	1813.55 x .75 = \$1360.16

Note – all numbers rounded to the nearest 000’s

APPENDIX D - RECLASSIFICATION AND WAGE TRANSITION PROVISIONS – EMPLOYEES ON STAFF AS OF AUGUST 22, 2010

I. General

Any employee on staff at the date of ratification shall be re-classified into one of the classifications set out in Article 402 of the Collective Agreement and will be paid the wages and benefits set out herein. All references to wage rate are to straight time hourly wage rate.

As a general principle, and subject to the terms below, where an employee is being considered for reclassification into a higher classification or into the same classification but the employee has not previously and regularly performed the full range of duties of the classification or into a lower classification where the employee has not previously and regularly performed the full range of duties, such employees will be assessed utilizing both a practical and written test to determine the appropriate classification. Reclassifications will also be subject to priority, i.e. if more than the required number of employees are assessed to be capable of performing the duties of the new Journeyperson classification, final selection would be on the basis of priority. **See Letter of Understanding regarding Pressroom Administrative Issues.**

The reclassification of staff is linked to the number of employees who take the VSP – Stage 1 such that vacancies are created and is conditional upon the employee being qualified to do the work of the new classification. Should any employee be reclassified to a classification with a lower wage rate, their current wage rate will be reduced as set out below.

In the event that the subscription rate for the VSP –Stage 1 does not result in a sufficient number of vacancies for employees who remain on staff to be considered for reclassification to a higher classification, the order of first consideration for reclassification shall be as follows:

- (1) percentage pressperson
- (2) pressperson
- (3) platemaker
- (4) paperhandler
- (5) mailing room operator
- (6) press cleaner

Upon the completion of both stages of the VSP, any future vacancies will be filled by the best qualified candidate.

The Employer is agreeable to giving first consideration to bargaining unit employees for vacancies in the life of the collective agreement, other than those created by the VSP, subject to the employee being qualified and the best internal candidate being selected. Should an internal candidate not be found, nothing restricts the Company from going outside the bargaining unit.

II. Wage Rates in Effect Until December 31, 2010

Classification as of August 22, 2010	Straight Time Rate Per Week
Percentage Press Person and Platemakers	Day Shift \$1429.65 Lobster Shift \$1474.65 Night Shift \$1471.65
Press Person	Day Shift \$1246.57 Lobster Shift \$1288.57 Night Shift \$1291.57
Press Cleaner	Paid as set out in Section III (d) below
MRO (hired before January 22, 2006)	Day Shift \$1235.22 Lobster Shift \$1285.22 Night Shift (5 day workweek) \$1285.22 Night Shift (4 day workweek) \$1179.34
Restricted Operators	\$911.06 per week
MRO (hired on or after January 22, 2006)	\$13.50 to \$17.50

III. Transition Wage Rates

(a) Current Percentage Presspersons and Presspersons

Percentage presspersons will be reclassified as Journeypersons, assuming there are sufficient vacancies. Effective January 1, 2011, these employees will be paid the rate of \$35.62 which will be red-circled for the life of the Collective Agreement. In the event that there are more percentage presspersons on staff than required to fill the journeyperson classification complement, those excess percentage presspersons with the lowest priority will be reclassified to PA2 and their wage rate will be reduced as set out below.

Current presspersons may be reclassified as a Journeyperson assuming there are sufficient vacancies after the VSP - Stage 1 and so long as they are qualified to perform the duties of the classification. They will be paid the rate of \$35.62 per hour and their rate will be red-circled for the life of the Collective Agreement. Excess presspersons will be reclassified as PA2s and their wage rate will be reduced as set out below.

Percentage Pressperson to PA2 Pressperson to PA2				
Current Position	PA2 Step Down			
	Until December 31, 2011	Jan 1, 2012	Jan 1, 2013	Jan 1, 2014
Percentage Pressperson & Pressperson	\$35.62	\$ 29.00	\$ 27.50	\$ 26.65

An excess percentage pressperson or pressperson who has been reclassified as a PA2 shall be given first consideration for a vacancy in the journeyman classification so long as such employee has the ability to perform the full range of the duties of the classification and the Employer shall have the right to assess such employee's ability as provided for in I above.

(b) **Current Platemakers**

See Letter of Understanding Regarding Platemakers.

The Platemaking Department will be integrated into the Pressroom Department by no later than December 31, 2014. The reclassification of current Platemakers will be implemented upon the ratification of this Memorandum of Agreement. The Company agrees that the duties previously performed by current Platemakers will be performed by either a PA2 or PA1 who will hold the position assignment of "platemaker duties". The Company agrees that it will maintain a maximum of 3 full time PA2s (who will hold the platemaker duties position assignment) and up to 5 part-time PA1s (who will hold the platemaker duties position assignment) so long as such duties continue to exist and operational requirements require the same.

In the event of layoff, PA2 and PA1s who hold the platemaker duty position assignment can only be bumped by more senior employees who have previously and regularly held the platemaker duties position assignment.

Except as provided for in the Letter of Understanding regarding Platemakers, platemarkers shall step down to the PA2 or PA1 rate as follows:

Platemakers to PA2 rate				
Current Position	PA2 Step Down			
	Aug 22, 2011	Jan 1, 2012	Jan 1, 2013	Jan 1, 2014
Platemaker	\$ 35.62	\$ 31.00	\$ 29.00	\$ 26.65

Platemakers to PA1 Rate				
Current Position	PA1 Step Down			
	Aug 22, 2011	Jan 1, 2012	Jan 1, 2013	Jan 1, 2014
Platemaker	\$ 30.00	\$ 25.00	\$ 20.00	\$ 18.00

Any other employees who are not current Platemakers but who are assigned the position of platemakers duties shall be paid the new hire rate for the PA2 or PA1.

(c) **Current Paperhandlers**

Current Paperhandlers shall move to the PA1 classification and shall move to the PA1 top rate. Training shall be provided on the PA1 functions not currently performed by the paperhandlers, as required. Alternatively, these employees may apply for any PA2 vacancies and subject to being qualified to perform the duties of the classification. If such employee is not qualified to perform the duties of the PA2 classification, such employee may take the VSP at Stage 1.

Paperhandler to PA1				
Current Position	PA1 Step Down			
	Jan 1, 2011	Jan 1, 2012	Jan 1, 2013	Jan 1, 2014
Paperhandler	\$ 30.00	\$ 25.00	\$ 20.00	\$ 18.00

Paperhandler to PA2				
Current Position	PA2 Step Down			
	Jan 1, 2011	Jan 1, 2012	Jan 1, 2013	Jan 1, 2014
Paperhandler	\$ 31.00	\$ 29.00	\$ 27.50	\$ 26.65

The Company is prepared to give priority to current Paperhandlers to PA2 positions, after all percentage and presspersons have been reclassified, subject to the employees being qualified. If they are not qualified, they will be reclassified to the PA1 classification.

(d) **Current Press Cleaners**

All current press cleaners shall be classified as part-time PA1. All current press cleaners earning more than \$14.00 per hour shall maintain their current rates, and any press cleaner earning less than \$14.00 per hour shall move to the rate of \$14.00 per hour upon date of ratification, subject to the Letter of Understanding regarding Press Cleaner Service Credit. These employees shall progress through the new hire wage grid for PA1s

set out in Article (903) of the collective agreement. **And see Letter of Understanding regarding Press Cleaner Service Credit.**

(e) **Current Grandfathered Mailing Room Operators Including Restricted Operators (“Grandfathered MROs”)**

See Letter of Understanding regarding Mailing Room – Lump Sum Payment

All Grandfathered MROs who do not elect to take Stage 1 of the VSP and remain on staff will be offered the opportunity to be transferred to the PA2 classification, so long as there are sufficient vacancies and the Grandfathered MRO is qualified to perform the work. Any MRO who wishes to be reclassified to a PA2 and who is qualified to perform the duties of the PA2 will be reclassified on the basis of priority. If they are found qualified for the PA2 classification, they will be paid at the rate of \$26.65. If such employee is not qualified to perform the duties of a PA2 no later than the end of the employee’s probationary period, the employee may: (1) take the VSP at Stage One or (2) remain as an MRO and have their wage rate reduced as set out below or (3) remain as an MRO and elect to take the lump sum payment provided for in the Letter of Understanding regarding Mailing Room – Lump Sum Payment and shall step down in rate as set out in such Letter of Understanding.

Should a Grandfathered MRO not wish to transfer to the PA2 classification, such employee shall be classified as a MRO and may elect to take the lump sum payment provided for in the Letter of Understanding regarding Mailing Room – Lump Sum Payment and shall step down in rate as set out in such Letter of Understanding. If they do not elect to take such lump sum payment their rate will be reduced as follows:

Current Position	MRO Step Down			
	Jan 1, 2011	Jan 1, 2012	Jan 1, 2013	Jan 1, 2014
MRO Grandfathered at the rate of \$35.29	\$ 25.00	\$ 20.00	\$ 15.50	\$ 15.50
MRO Grandfathered at the rate of \$26.03	\$ 19.00	\$ 15.50	\$ 15.50	\$ 15.50
ROPs	\$ 19.00	\$ 15.50	\$ 15.50	\$ 15.50

Existing staff at \$16.50 or \$17.50 will step down to \$15.50 as of January 1, 2011.

All Grandfathered MROs in the Mailing Room will be required to perform all the duties of a MRO by December 31, 2011.

Notwithstanding the above, the twenty (20) most senior MRO’s on staff as of August 22, 2010 who do not elect to participate in the VSP – Stage 1 and who are qualified to perform the duties of a PA2 but do not secure a PA2 posting, shall step down to the rate

of \$25.00 on January 1, 2011 and shall remain at that rate until the earlier of (1) the employee's release date should such employee participate in the VSP – Stage 2; (2) the employee successfully posts into a PA2 vacancy; or (3) December 31, 2012.

(f) **Premiums in Place until December 31, 2010**

The following premiums will remain in place until December 31, 2010:

- (i) an employee previously classified as a Percentage Pressperson in charge of a press crew shall be paid 10% over the applicable shift base rate as provided in Article 704 of the Press Collective Agreement dated January 22, 2006; assuming that this bonus stays with the job and is not considered part of the previous salary for vacation or other purposes.
- (ii) An employee previously classified as a Percentage Pressperson who is assigned to assist the Percentage Pressperson in charge of the press crew shall be paid 5% over the applicable shift base rate as provided in Article 705 of the Press Collective Agreement dated January 22, 2006; assuming that this bonus stays with the job and is not considered part of the previous salary for vacation or other purposes.
- (iii) When operating a running press, the Company will schedule on each running press one employee formerly classified as a Percentage Pressperson in charge (and pay that employee the applicable 10% premium provided for in (i) above) and will schedule one employee formerly classified as a Percentage Pressperson assigned to the Percentage Pressperson in charge (and pay that employee the applicable 5% premium as provided for in (ii) above).
- (iv) employees in the Mailing Room Department who are assigned and performing lead hand duties shall be paid a differential of \$10.00 per shift worked to a maximum of \$50.00 per straight time work week.
- (v) employees in the Mailing Room Department who are assigned and performing lead hand duties and are 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 work week.
- (vi) The "Night or Lobster Shift" rate per week provided for in II above are inclusive of a shift differential of \$10.00 per shift, 5 shifts, 35 hours per week for employees in the Mailing Room Department hired before January 22, 2006 and inclusive of the premiums provided in the Supplemental Agreement to the Main Agreement regarding Mailroom Operator Night Side Short Workweek – The Vaughan Press Centre.

II. LETTERS OF UNDERSTANDING RELATING TO APPENDIX D

LETTER OF UNDERSTANDING

August 22, 2010

Mr. Kevin Logan
President, GCC/IBT Local 100M
165 East Beaver Creek Road
Unit 21
Richmond Hill, ON L4B 2N2

Dear Kevin:

Re: Introduction of Voluntary Separation Program

In the bargaining discussion held in the summer of 2010, the Company and Union agreed to enter into living agreement discussions as a result of concerns regarding the unsustainability of the Vaughan Press Centre with an aim to reaching agreement on issues that would sustain and build a strong future for the Vaughan Press Centre (the “Negotiations”). In these Negotiations, the Company agreed to introduce a voluntary separation program (“VSP”) for all employees in the pressroom, platemaking and mailing room bargaining units who were employed by the Company at the date of ratification of the Memorandum of Agreement regarding the Negotiations (the “Memorandum”) excluding those employees who were hired into the Mailroom bargaining unit on or after January 22, 2006.

The VSP shall be offered in two stages.

First Stage VSP

The first stage of the VSP shall be introduced following the ratification of the Memorandum and after finalization of the new Collective Agreement. If both of these steps are completed on or before September 15, 2010, the anticipated implementation schedule is:

On or before September 20, 2010	Offering to staff
November 26, 2010	Application Deadline
December 17, 2010	VSP Approvals Announced
Up to December 31, 2014	Release Date

The Company reserves the right to modify these dates as necessary.

A pension supplement shall be provided in the First Stage of the VSP, as set out in the terms and conditions (attached).

Second Stage VSP

The Stage 2 VSP will be introduced on a date determined at the discretion of the Company, which shall not be later than January 1, 2012. There shall be no pension supplement in the Second Stage of the VSP. The release date for the employees under the second stage shall be no later than December 31, 2014.

General

Employees may indicate a desired release date; however, the Company reserves the right to determine, approve and defer final release dates. Release dates will be impacted by the date(s) on which vacancies are created through the implementation of the VSP.

Employees must apply in the First Stage of the VSP to be eligible for the pension supplement. Employees aged 55 or older will have a release date that is not later than one year from the date on which the employee's application to participate in the VSP is approved by the Company.

Employees who are not yet 55 years of age may, with the approval of the Company, which approval will not be unreasonably withheld, be able to defer their release date to the earlier of the employee's 55th birthday or December 31, 2014. If the employee's 55th birthday is after the employee's release date, the employee may use the employee's salary continuance period to enable the employee to reach the age of 55 in order to be eligible for the pension supplement. To facilitate this, the Company has agreed that the pension supplement will be available to any employee who turns 55 either before December 31, 2014 or before the end of their salary continuance (so long as such employee applied for the VSP in Stage 1 and is still in receipt of salary continuation payments under the VSP on the employee's 55th birthday). The employee must also have at least 15 continuous years of service to receive the pension supplement.

VSP Features

The features of the VSP are set out in the attached document. The pension supplement shall only be available to staff who apply for and are approved for the VSP in the First Stage. Any employees applying for the VSP in the Second Stage shall not be eligible for a pension supplement. All other features of the VSP, with the exception of the pension supplement, shall be the same in both stages of the VSP.

In both stages of the VSP, financial and/or retirement planning and career counselling shall be made available to all interested staff during the application period.

You will note in the attached VSP document that an employee must be actively at staff at the time of the employee's release date. Notwithstanding this caveat we would review the employee's circumstances and would endeavour to work with the Union to address and resolve such employee's issues.

Yours sincerely,



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

Schedule A
Toronto Star
Voluntary Separation Program (VSP)
Terms and Conditions

Introduction

The Toronto Star is introducing a Voluntary Separation Program (VSP) for bargaining unit employees in the Pressroom, Platemaking and Mailing Room Departments. The terms of the VSP are outlined below. The VSP is a completely voluntary option for interested and eligible employees. Interested employees should contact Human Resources at 416-869-4354.

Eligibility

- All employees in the following groups are eligible to apply for participation in the VSP:
 - All permanent employees represented by the Graphic Communication Conference/International Brotherhood of Teamsters, Local 100M in the Pressroom, Platemaking or the Mailing Room Departments working at the Vaughan Press Centre actively on staff at the time of the employee's release date but excluding any employees hired into the Mailing Room bargaining unit on or after January 22, 2006.

Subscription

- It is the intention of the Star to, if possible, approve all interested applicants; however, in the event that more than 125 employees apply to participate in the VSP, the Star reserves the right to determine which employees are approved to participate in the VSP based on the Star's operational needs, interests and requirements. Subject to such operational needs, interests and requirements, in the event that the Star does not approve all applications, the Star will select applicants on the basis of seniority.

Application

- Interested employees must apply in writing, using the enclosed application form, stating that they wish to participate in the VSP.

Conditions

- Release dates will be determined by the Star based on business need, and will be communicated to approved applicants. It is expected that release dates may occur as early as September 2010 to as late as December, 2014 for employees applying under the first stage of the VSP, and between January, 2012 and December 31, 2014 for employees applying under the second stage of the VSP. The Star will consider employee preferences when selecting release dates and will endeavour to establish release dates that enable staff to meet pension “milestones”. Employees aged 55 or older will have a release date that is not later than one year from the date on which the employee’s application to participate in the VSP was approved by the Company. Employees who are under 55 but who will either turn 55 prior to December 31, 2014 or would reach 55 after December 31, 2014 and while on salary continuance may ask the Company to defer the employee’s release date in order to maximize the employee’s ability to reach 55 and therefore be eligible for the pension supplement. The Company’s approval to defer an employee’s release date in such instance will not be unreasonably withheld. The release date for such employee will be extended to the earlier of the employee’s 55th birthday or December 31, 2014. Nothing herein would preclude the Star and an employee from agreeing to an earlier release date so long as it is mutually agreeable to both parties.
- Except as otherwise determined by the Company, all VSP applications are irrevocable.
- To participate in the Program, employees who are approved for the VSP must:
 - Remain in the Star’s employ until the employee’s release date and maintain satisfactory attendance (i.e. no lower than the Star average). If the employee resigns, quits or if employment is terminated for cause prior to the release date, the employee is not entitled to any of the entitlements provided under the program and is disqualified from the VSP.
 - Continue to perform their duties in a satisfactory and competent manner, and;
 - Sign a release in favour of the Star, which includes, but is not limited to, a waiver of any recall or other rights.
- Approved employees will be paid any outstanding monies owed, including any accrued and unpaid vacation pay calculated as at the employee’s release date. Vacation accrual ends as of the employee’s last day of work and does not continue through the salary continuation period.
- Approved employees will be eligible for payments under the Star’s profit sharing plan (Unionized Staff) if such payments are made for the calendar year when the employee’s last day of work occurs. Payments will be calculated to the employee’s release date in accordance with the terms of the plans.

Severance

- Three (3) weeks base pay for each year of continuous service, or prorated portion thereof, equal to a maximum of 90 weeks base pay, less statutory deductions required by law. Contiguous temporary service will be included in this calculation. A sample chart is provided below:

Years of Continuous Service	Severance Payout
1 year	3 weeks
5 years	15 weeks
26 years	78 weeks
30 years	90 weeks
35 years	90 weeks

- The severance payout may be paid through salary continuance or may be paid as a lump sum payment within 21 days of the employee's release date. If the payment is a lump sum, the payment can be treated as a retiring allowance for income tax purposes to the extent allowable by law and, where required, upon production of the documentation required.
- Severance calculations will be based on service as of date of release and base pay as at August 15, 2010.
- Severance pay available through this program is in satisfaction of any and all termination and/or severance entitlements provided under the Employment Standards Act.

Pension & Benefits

- Where an approved employee elects to receive severance in the form of a **lump sum payment**, employee health and dental benefits, and group life insurance, will cease effective the employee's release date.
- Where an approved employee elects **salary continuance**, health and dental benefits will continue until the end of the employee's salary continuation period, or 90 weeks, whichever is earlier. Group life insurance will continue for three months following the release date, except for individuals who are retiring in which case life insurance coverage will continue for the full salary continuation period up to 90 weeks. All other benefits, including short-term and long-term benefits coverage, will cease effective the approved employee's release date regardless of whether the employee elects salary continuation.
- Approved employees who are eligible to retire are eligible for **retiree benefits** in accordance with the terms of the Legacy Program. In such circumstances, retiree benefits will commence at the point when active employee benefits cease.
- Employees who are not retiring or eligible for retiree benefits may wish to consider applying to Sun Life to convert group life coverage to an individual life policy without providing

proof of good health, within certain limitations prescribed by Sun Life. The request must be made within 31 days of the approved employee's release date (i.e. last day of work). Such employees may also wish to consider individual health and dental coverage plans that are provided by Sun Life. Contact HR for further information.

- Pension entitlements will be determined by the terms of the applicable pension plan. Pension service will continue to accrue through to the end of the salary continuation period for those that elect to receive their severance in such form. For those that elect lump sum severance payment, pension service accrual ends on the release date.

PENSION SUPPLEMENT:

- **FOR EMPLOYEES APPLYING FOR AND APPROVED UNDER THE FIRST STAGE VSP ONLY:** employees who are members of the Toronto Star Pension Plan and who elect to take a VSP and who have 15 or more years of continuous service and aged 55 (by no later than December 30, 2014 or the end of the salary continuance period) or more but are less than age 60 will be eligible for the following pension service credits as part of the VSP:

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.

Please note that those employees who are less than age 55 as of the employee's release date will receive the pension credits so long as: (1) the employee reaches the age of 55 on or before December 30, 2014 or on or before the end of the employee's salary continuance period; (2) the employee elects to receive the employee's severance pay by way of salary continuation, if required to reach 55; and (3) the employee is still receiving such salary continuation payments on the employee's 55th birthday.

Also, please note that as an employee gets closer to the next age milestone the credit provided is not a full year, but a credit for the remainder of the year until the employee hits the next age milestone. Example: employee is 55 ½, the employee would be provided with a 4 ½ year credit.

To further assist an employee to reach the age of 55 while in receipt of salary continuation payments, an employee may elect to extend the payout period for the employee's severance entitlement for up to two times (2x) the employee's severance entitlement (but the payment period cannot exceed the employee's 55th birthday). An employee's weekly severance payment will be averaged over the length of the payout period. For example, an employee who is entitled to a severance entitlement of seventy-five (75) weeks may elect to have that entitlement paid over up to a 150 week period to reach the age of 55. Such employee's total severance pay entitlement would be paid in equal bi-weekly installments over the payout period. Such employee will continue to participate in the Employer's health and dental benefit program (as provided for above) during the payout period and, so long as the employee is otherwise eligible, the employee will transition to the Legacy Program.

In this supplement, 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.

LETTER OF UNDERSTANDING

August 22, 2010

Mr. Kevin Logan
President, GCC/IBT Local 100M
165 East Beaver Creek Road
Unit 21
Richmond Hill, ON L4B 2N2

Dear Kevin:

Re: Pressroom Administrative Issues

The Parties are agreed that should operational needs require, the Company can seek the consent of the Union to schedule employees in excess of 10 hours and up to 12 hours (12) in a day. The Union will not unreasonably withhold its consent to the change in schedule. In the event the Company implements shifts greater than 10 hours in a day, overtime shall be paid after the scheduled shift length in the day (and 37.5 hours in a week).

The Parties are agreed that should operational needs require, the Company can seek the consent of the Union to start employees on the Day Shift as early as 4 a.m. The Union will not unreasonably withhold its consent to the change in start time.

In the event the Company seeks the consent of the Union pursuant to either of the above paragraphs and the Union requests the Director of Labour Relations (or designate) participation in a review of the scheduling request, the Director shall participate in the process. The parties agree to make a good faith effort in the process to resolve the scheduling issue.

The Company further agrees that there shall be a joint committee to discuss the process for reviewing qualifications of existing employees who are being assessed to determine if they are qualified for a new classification. Through this joint committee, the Union can provide meaningful input on the process for reviewing qualifications and such input shall be considered before finalizing the qualification process. Each party shall have no more than 3 representatives, unless otherwise mutually agreed. The Company shall contact the Union no later than September 1, 2010 to establish the committee members and set a first meeting. The committee will complete its review by no later than September 30, 2010.

Yours sincerely,



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

Letter of Understanding

August 22, 2010

Mr. Kevin Logan
President, GCC/IBT Local 100M
165 East Beaver Creek Road
Unit 21
Richmond Hill, ON L4B 2N2

Dear Kevin:

Re: Letter of Understanding Regarding Platemakers

The following employees are entitled to the rights set out in this letter:

Elizabeth Archer
Darryl Fadden
Patrick McEneaney
Patricia Miglia
Shane Wetstone
Gary Whitehead
David Wilson

Any of the above employees who remain on staff following the implementation and completion of the VSP, shall be reclassified as either full-time PA2s or part-time PA1s subject to the employee's seniority. Those classified as full-time PA2s shall be paid the rate of \$35.62 per hour and such rate will be red-circled for the life of the collective agreement. Those classified as part-time PA1s shall be paid the rate of \$35.62 per hour, which rate will be red-circled until August 22, 2011. Thereafter the wage rate for such employees will be reduced in accordance with the Memorandum of Agreement.

The parties are agreed as part of the Memorandum of Agreement that a voluntary separation program would be introduced for certain bargaining unit employees (the "VSP"). This letter will confirm elements of the VSP that will apply only to those Platemakers on staff as of the date of ratification (the "Platemakers").

The Company will pay a Platemaker who applies and is approved for the VSP an amount of \$10,000.00, less statutory deductions and withholdings. This amount shall be in addition to the entitlements provided under the VSP.

In addition, the Company shall make best efforts to accommodate the desired release dates of Platemakers approved for the VSP, subject to operational requirements and there being qualified staff to do the position assignment platemaker duties.

Nothing herein impacts the Union's grievance dated April 9, 2009 relating to layoffs in the platemaking department. The arbitration of such grievance shall continue in the ordinary course.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Alan K. Bower". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

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

NOT FORMING PART OF THE COLLECTIVE AGREEMENT

LETTER OF UNDERSTANDING

December 10, 2010

Mr. Kevin Logan
President, GCC/IBT Local 100M
165 East Beaver Creek Road
Unit 21
Richmond Hill, ON L4B 2N2

Dear Kevin:

Re: Consolidation of Three Collective Agreements into One

This letter is further to the discussions between the Union and the Toronto Star toward the finalizing of one consolidated collective agreement.

As you know, through the negotiations of the Living Agreement, it was agreed that there would be one collective agreement. The consolidation of the past three collective agreements (Pressroom Collective Agreement January 1, 2005 – December 31, 2011; Mailing Room Collective Agreement January 1, 2005 – December 31, 2011 and Platemaking Collective Agreement January 1, 2005 – December 31, 2011) has raised a number of issues and questions from the Union.

This letter confirms for the Union that the definitions and application of “day shift”, “lobster shift” and “night shift” continue to apply until January 16, 2011. As we are not printing the consolidated collective agreement until 2011, we have agreed to leave any reference to the old definitions and old rules relating to the “day shift”, “lobster shift” and “night shift” out of the collective agreement. However, should an issue arise in which the old definitions are relevant or the old work rules, as set out in the collective agreement, are in issue, the Toronto Star agrees that the language in the 2005 – 2011 collective agreement(s) would be applicable. Thus, the hours of work, scheduling requirements and overtime language in the 2005-2011 collective agreements continues to apply until January 16, 2011.

In addition, the Toronto Star also confirms that the duties and functions of employees in the Platemaking, Press and Mailing Room is as per the definitions of the classifications in effect until December 31, 2010.

Finally the Toronto Star agrees that the letters entitled “Continuous Nights and Lobster Shift Operations in the Pressroom Collective Agreement, pages 50 – 52 and in the Platemaking Collective Agreement, pages 28-30 are still applicable until December 31, 2010.

Yours sincerely,



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

***(Letter of Understanding Outside the Collective Agreement)**

August 22, 2010

Mr. Kevin Logan
President, GCC/IBT Local 100M
165 East Beaver Creek Road
Unit 21
Richmond Hill, ON L4B 2N2

Dear Kevin:

Re: *Press Cleaners and Service Credit

This letter is written further to the Memorandum of Agreement and will confirm the parties agreement that Press Cleaners on staff as of the date of ratification who have greater than 4 years of continuous service with the Company shall be placed on the PA1 wage grid at the rate of \$16.00 per hour (level 2 on the wage grid).

Yours sincerely,

A handwritten signature in black ink, appearing to read "Alan K. Bower". The signature is stylized and cursive.

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

***Letter of Understanding Outside the Collective Agreement**

August 22, 2010

Mr. Kevin Logan
President, GCC/IBT Local 100M
165 East Beaver Creek Road
Unit 21
Richmond Hill, ON L4B 2N2

Dear Kevin:

Re: *Mailing Room – Lump Sum Payment

Lump Sum Payment for Eligible employees who Depart under VSP

The Company will provide a lump sum payment to those MRO's paid at the grandfathered rate (including Restricted Operators) who are approved to participate in the Voluntary Separation Program ("VSP") but who do not qualify to receive the pension supplement provided for in the VSP.

The release date of these employees under the VSP shall be no later than December 31, 2011 if they apply in Stage 1 and no later than December 31, 2014 if they apply in Stage 2. These employees will step down to the rate of \$25.00 per hour as of January 1, 2011 and continue to step down in rate as provided for in the Memorandum of Agreement.

The lump sum payment will be determined based on current wage rate and employment status (full-time and part-time) as follows:

employees with more than 10 years of service as of December 31, 2010:

- a. \$10,000 for full-time Grandfathered MROs at the \$35.29 rate
- b. \$7000 for part-time Grandfathered MROs at the \$35.29 rate
- c. \$7000 for part-time Grandfathered MROs at the \$26.03 rate.

Full-time employees with less than 10 years of service as of December 31, 2010 shall be paid \$5000.

This amount set out above shall be paid at the time the VSP payments are paid.

Lump Sum Payment for Eligible Staff Who Do Not Depart Under VSP

The Company will provide a lump sum payment to MRO's at the grandfathered rate (including Restricted Operators) who do not apply for the Voluntary Separation Program ("VSP") at Stage 1 **AND** who do not apply for any PA2 vacancies that are created through the implementation of the VSP-Stage.

Any eligible employee who receives this lump sum payment shall not be eligible for and cannot apply for the VSP-Stage 2.

The lump sum payment will be made to employees who step down to the \$15.50 rate as of January 1, 2011.

The lump sum payment will be determined based on current wage rate and employment status (full-time and part-time) as follows:

employees with more than 10 years of service as of December 31, 2010:

Step Down as of January 1, 2011 to \$15.50:

- a. \$40,000 for full-time Grandfathered MROs at the \$35.29 rate
- b. \$30,000 for part-time Grandfathered MROs at the \$35.29 rate
- c. \$10,000 for part-time Grandfathered MROs at the \$26.03 rate.

Full-time employees with less than 10 years of service as of December 31, 2010 shall be paid \$30,000 if they step down to the \$15.50 rate as of January 1, 2011.

Those employees who are eligible for this payment will be paid 50% of the payment as of January 1, 2011 and the remaining 50% as of July 1, 2012 subject to meeting the following conditions:

- Maintain satisfactory attendance (i.e. no lower than the Star average) for the 18 month period (January 1, 2011 to July 1, 2012). Should they fail to maintain satisfactory attendance, they shall not be paid the remaining 50%. Should an employee have an extended period of absence, for which satisfactory medical documentation is provided, the remaining 50% would be paid upon the employee's return to work and completion of 18 months worked.

Lump Sum Payment for Staff paid at Rate of 16.50 or 17.50

For staff at \$16.50 or \$17.50 rates, a one time lump sum payment of \$400 upon step down to the \$15.50 on January 1, 2011.

Please note that all payments provided for in this letter are subject to necessary deductions and withholdings.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Alan K. Bower', with a long horizontal flourish extending to the right.

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

***Letter of Understanding Outside the Collective Agreement**

August 22, 2010

Mr. Kevin Logan
President, GCC/IBT Local 100M
165 East Beaver Creek Road
Unit 21
Richmond Hill, ON L4B 2N2

Dear Kevin:

Re: *Classification Job Duties and Functions

During the negotiations in the summer of 2010, the Company and Union had extensive discussions about the job duties and functions of the PA1, PA2 and Journeyman classifications and whether specific duties and functions should be performed by and amongst the various classifications.

To address these concerns, the parties have agreed to the following:

1. Following the completion of the implementation of the VSP, the Company anticipates the need to have approximately 53 full-time journeymen, 18 full-time and 22 part-time PA2 (excluding PA2-PL) positions and 27 part-time PA1 positions (excluding PA1-PL). To ease the Union's concern, the Company will increase the number of PA2 positions as follows: 25 full-time and 19 part-time PA2 positions (excluding PA2-PL) and 23 part-time PA1 (excluding PA1-PL) positions (18 of which will be filled with the current Press Cleaners). The Company also agrees that during the life of the Collective Agreement, the Company will use its best efforts to limit the number of PA1s (excluding PA1-PL) in the pressroom operation to 28 but such commitment, is, of necessity, impacted by the nature, volume and quantity of available work. In the event that the Company exceeds the number of 28, the Company will hire a proportionate number of PA2s.
2. Should the number of the PA1 positions exceed 23 and such increase in PA1s directly result in the layoff of employees in the PA2 classification, the parties agree that the PA1 classification shall no longer have jurisdiction for "the operation of the reelstands and transfer table controls for the purposes of reelstands change over (changing rolls, hanging kites and making back pasters) – but not for the purposes of leading sheets" and "roll deliver and removal (to and from reel stands either manually or via LGV systems)", as listed in Appendix A to the Collective Agreement: Duties and Functions.
3. The Company also agrees that during the life of the Collective Agreement, the Company will use its best efforts to maintain the relative complement set out above but subject always to the Company's operational requirements, business needs and/or volume of work.
4. If the number of full-time journeyman or PA2s falls below the complement set out in paragraph one, the Employer shall advise the Union within thirty (30) days that it intends

to reduce staff by attrition. The Employer shall be entitled to effect such staff reduction by not replacing any regular full-time employee who has left, quit, died, retired, commenced receipt of long-term disability benefits, or how has voluntarily transferred (including into Management) or been discharged for cause).

The Union agrees the commitments set out in this letter do not impact on the Company's right to staff, layoff or, in general, operate the business in accordance with operational requirements and business needs.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Alan K. Bower', written in a cursive style.

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

III. GENERAL SUPPLEMENTAL LETTERS AND AGREEMENTS

JURISDICTION

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

AND

**GRAPHIC COMMUNICATIONS
CONFERENCE / INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL 100M
(the "Union")**

**FORMING PART OF THE MAIN COLLECTIVE AGREEMENT BETWEEN THE
EMPLOYER AND THE UNION EFFECTIVE JANUARY 1, 2005 to DECEMBER 31,
2014**

Re: Mailroom Operators

1. Should the Employer hire regular part-time Mailroom Operators such regular part-time Mailroom Operators 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 Mailroom Operators (subject to Clause 407) or regular full-time Mailroom Operators are assigned to such shifts, provided that:

(a) such regular part-time Mailroom Operators 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 Mailroom Operator 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 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 Mailroom Operators shall be granted in accordance with the terms of Article 1017 of the Collective Agreement.

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

2. 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 Management 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.

**Dated at Toronto this 22nd day of August, 2010
GRAPHIC COMMUNICATIONS CONFERENCE / INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
LOCAL 100M**

PER:

**PER:
TORONTO STAR NEWSPAPERS LIMITED**



PER:



PER:

HOURS AND OVERTIME

August 22, 2010

Mr. Kevin Logan
President, GCC/IBT Local 100M
165 East Beaver Creek Road
Unit 21
Richmond Hill, ON L4B 2N2

Dear Kevin:

Re: Overtime Distribution

The parties are agreed that within 60 days of the date of ratification of the Memorandum of Agreement, 2 to 3 members of management and 2 to 3 union representatives will meet and agree upon the fair and equitable manner in which overtime opportunities will be distributed.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Alan K. Bower". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

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

LETTER OF UNDERSTANDING

August 22, 2010

Mr. Kevin Logan
President, GCC/IBT Local 100M
165 East Beaver Creek Road
Unit 21
Richmond Hill, ON L4B 2N2

Dear Kevin:

Re: Averaged Hours Agreement

Upon the ratification of the Memorandum of Agreement, the Parties will meet to further to discuss the issue of an averaged hours schedule. The parties acknowledge that one concern to be addressed in this process is the concern that an employee's pay be reasonably consistent from pay period to pay period. The parties are committed to reaching mutual agreement on this issue. Any averaged hours agreement prepared by the parties will be subject to review and finalization with the input of each party's legal counsel.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Alan K. Bower". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

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

LETTER OF UNDERSTANDING

APPRENTICES

December 10, 2010

Mr. Kevin Logan
165 East Beaver Creek Road
Unit 21
Richmond Hill, ON L4B 2N2

Dear Mr. Logan:

Re: Apprentice Program in the Pressroom

As you know, the Toronto Star and the Union discussed the apprenticeship program in the Pressroom in the process of finalizing the collective agreement. The parties agree that there has not been an apprentice program in the Pressroom for several years. The parties have agreed not to recreate Article 10 or the letter (Article 7 – Apprentices) at page 55 of the 2005-2011 Pressroom Collective Agreement in the new consolidated agreement. However, the Toronto Star undertakes with respect to an apprentice program that should it desire to introduce an Apprenticeship program in the Pressroom in the life of the consolidated collective agreement it will meet with the Union first to discuss the development of a new apprenticeship program and should agreement not be reached on a new program, the Toronto Star shall follow the program set out in Article 10 of the 2005-2011 Pressroom Collective Agreement and agrees that it will not have more than 16 apprentices at any time, as per the letter at page 55 of that same collective agreement.

Yours sincerely,



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

HEALTH AND WELFARE

*LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

August 22, 2010

Mr. Kevin Logan
President, GCC/IBT Local 100M
165 East Beaver Creek Road
Unit 21
Richmond Hill, ON L4B 2N2

Dear Kevin:

Re: *Long Term Disability/Duty to Accommodate and Return to Work Applicable to Employees hired before January 22, 2006

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

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

1. For Employees who are medically able to return to work “post LTD coverage thresholds”, the Company fully intends to first attempt to place an Employee in the employee’s 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,

A handwritten signature in black ink, appearing to read 'Alan K. Bower', with a long, sweeping horizontal stroke extending to the right.

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

August 22, 2010

Mr. Kevin Logan
President, GCC/IBT Local 100M
165 East Beaver Creek Road
Unit 21
Richmond Hill, ON L4B 2N2

Dear Kevin:

Re: Benefits for Employees Age 65 or Older who were hired before January 22, 2006 (excluding PA1s); and Journeypersons and PA2s hired on or after January 22, 2006

All active employees age 65 or older shall not be covered by the provisions of **Article 16 – Benefit Plans** and shall be covered by the terms of this letter. Should any provision of the Collective Agreement conflict in any way with this Letter of Agreement, the provisions of this Letter of Agreement will apply.

Effective the first month coincident with or following the day on which an employee turns 65, all active employees of the Toronto Star who are 65 or older shall move from the benefits plans referred to in the Collective Agreement, Article 16, and shall be covered by the Flexible Healthcare Program. For clarity, employees 65 or older shall maintain benefit coverage set out in Articles (1620), (1621) and (1608), (1609) (life insurance and AD&D, as per the terms of those plans). This program is intended to provide comprehensive benefit coverage, while allowing employees the opportunity to choose from one of three healthcare benefit packages that best suits their needs. The details of the Flexible Healthcare Program are as per the Company's Flexible Healthcare Program and do not form part of the Collective Agreement. The rates for the plan for 2010 are available in Human Resources; however, the Company reserves the right to make changes as conditions warrant.

Any employees currently age 65 shall be moved to the Flexible Healthcare Program no earlier than June 1, 2008.

Yours truly



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

***LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT**

LEAVES OF ABSENCES

August 22, 2010

Mr. Kevin Logan
President, GCC/IBT Local 100M
165 East Beaver Creek Road
Unit 21
Richmond Hill, ON L4B 2N2

Dear Kevin:

Re: *Deferred Compensation Leave Plan – For the Mailing Room Only

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 (1015) would not apply where a part-time employee replaces a full-time employee participating in the Leave.

Yours truly,

A handwritten signature in black ink, appearing to read 'Alan K. Bower', with a long horizontal flourish extending to the right.

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

***LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT**

August 22, 2010

Mr. Kevin Logan
President, GCC/IBT Local 100M
165 East Beaver Creek Road
Unit 21
Richmond Hill, ON L4B 2N2

Dear Kevin:

Re: *Leave of Absence – Vice President of GCC / IBT, 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 GCC / IBT, 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 the employee's share of the group benefits. The Employer cost of any and all premiums will be billed to the union on a quarterly basis.
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,

A handwritten signature in black ink, appearing to read 'Alan K. Bower', with a long, sweeping horizontal stroke extending to the right.

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

MISCELLANEOUS

August 22, 2010

Mr. Kevin Logan
President, GCC/IBT Local 100M
165 East Beaver Creek Road
Unit 21
Richmond Hill, ON L4B 2N2

Dear Kevin:

Re: Rules and Interpretations

This is to confirm that the following rules and interpretations shall be used in applying certain sections of the Agreement effective January 1, 2005 to December 31, 2014.

- (1) No Employee shall receive more than two shifts' pay in addition to regular pay in respect of any recognized holiday on which he/she works.
- (2) In order that some regular full-time Employees scheduled to work on a recognized holiday may take this day off as a "beg off", regular part-time Employees may be employed.

1. Access to Personnel Files

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

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

2. Parking at the Vaughan Press Centre

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

3. Benefit Contributions - Employees on Long Term Disability

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	\$7.71	\$21.73	N/C	N/C
SunLife- Extended Health Care	\$24.97	\$142.44	\$30.33	\$39.00
Dental	\$42.40	\$ 93.47	\$14.14	\$31.16
Vision	\$ 6.89	\$ 14.89	N/C	N/C
VDT	\$ 3.89	N/C	N/C	N/C

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

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

BETWEEN

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

AND

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

Dated January 1, 2005 to December 31, 2014

Re: Points of Agreement

The following items represent points of agreement between Toronto Star Newspapers Limited and the Graphic Communications Conference / International Brotherhood of Teamsters, Local 100M.

1. The President or the Senior Executive of the Graphic Communications Conference / International Brotherhood of Teamsters, 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.
2. Graphic Communications Conference / International Brotherhood of Teamsters, Local 100M, agrees to take whatever steps may be possible in ensuring that the Weekly Indemnity Plan is not subject to any abuse.
3. 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, other than those designated as non-working supervisory personnel, must be participants in the International Pension Plan .

Effective upon August 22, 2010, the Employer agrees to contribute \$5.00 per straight time shift worked (\$6.25 for four shift work weeks) on behalf of each such employee, including PA1s, to a maximum of \$25.00 per work week.

4. It is agreed that the contributions to the Union's International Pension Plan shall be made in accordance with past practice in that no contribution shall be made to the International Pension Plan on behalf of employees on Long term disability or absent without pay for any reason unless such

absence is for the purpose of authorized and agreed upon meetings between the Employer and the Union.

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

6. Subject to the terms and conditions of the Employer's Group Life Insurance Policy and Article (1706) of the Collective Agreement, the Employer agrees to increase post retirement Group Life Insurance coverage to a minimum of \$6,000.00 for Employees retiring first full week following July 3, 1987.

7. The name of the Union as set out in this Collective Agreement has been accepted by The Star with the clear understanding that G.C.C/I.B.T Local 100M has acquired the rights, privileges and duties of its predecessor Printing and Graphic Communications Union Local N-1.

GRAPHIC COMMUNICATIONS CONFERENCE / INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 100M

PER:

PER:

TORONTO STAR NEWSPAPERS LIMITED

PER:

A handwritten signature in black ink, appearing to be "A. K. B.", written in a cursive style.

PER:

***LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT**

August 22, 2010

Mr. Kevin Logan
President, GCC/IBT Local 100M
165 East Beaver Creek Road
Unit 21
Richmond Hill, ON L4B 2N2

Dear Kevin:

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,

A handwritten signature in black ink, appearing to read "Alan K. Bower". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

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

LETTER OF UNDERSTANDING

January 20, 2011

Mr. Kevin Logan
165 East Beaver Creek Road
Unit 21
Richmond Hill, ON L4B 2N2

Dear Mr. Logan:

Re: Temporary Employees

This letter confirms the Company and Union's agreement on temporary employees.

The parties agree that temporary employees may be hired as per the collective agreement. Any such employees hired shall be exempt from the terms and conditions of the collective agreement except as noted in the collective agreement. Temporary employees shall be subject to the deduction of union dues which shall be remitted to the Union, as set out in the collective agreement. In addition, temporary employees shall be paid wages in accordance with the wages in the collective agreement at the entry level in the collective agreement, or at a higher rate as the Company deems appropriate. Temporary employees shall also be covered by the hours of work and overtime article in the collective agreement.

The Company and Union further agree that they will meet to discuss work rules for temporary employees, as and if requested by either party. Moreover, the Company and Union agree to meet and discuss the potential for the creation of pools of temporary employees for the Mailing Room and Pressroom. Such pools, if agreed to, could then be used a source of temporary employees that could be called upon if temporary employees are required. Any such pool, however, would not prevent the Company from hiring temporary employees outside of the pool, but the Company would advise the Union prior to hiring outside the pool.

It is agreed that before hiring 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.

Yours sincerely,



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

***Letter of Understanding Outside Collective Agreement**

August 22, 2010

Mr. Kevin Logan
President, GCC/IBT Local 100M
165 East Beaver Creek Road
Unit 21
Richmond Hill, ON L4B 2N2

Dear Kevin:

Re: *Metro News Print Work

This letter will confirm the commitment made by the Company to the Union in the living agreement discussions conducted in the summer of 2010.

In such discussions, the Company committed that, in consideration of the Union's participation in the discussion and the agreement reached therein, the Company would use its best efforts to have any additional printing requirements of Metro News be performed at the Company's Vaughan Press Centre if at all possible. This commitment is conditional, of course, on the ratification of the Memorandum of Agreement we reached in the living agreement discussions.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Alan K. Bower', with a long, sweeping horizontal stroke extending to the right.

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

LETTER OF UNDERSTANDING

August 22, 2010

Mr. Kevin Logan
President, GCC/IBT Local 100M
165 East Beaver Creek Road
Unit 21
Richmond Hill, ON L4B 2N2

Dear Kevin:

Re: Part-time Employee Work Rules

There will be a uniform set of work rules for part-time employees in each department. The parties agree to meet within 45 days of the ratification of the Memorandum of Agreement to review workrules for employees with the objective of developing a uniform set of work rules. Nothing herein impacts the existing right of management to establish work rules; however, the Company does wish to receive meaningful input from the Union.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Alan K. Bower". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

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

***Letter of Understanding Outside Collective Agreement**

August 22, 2010

Mr. Kevin Logan
President, GCC/IBT Local 100M
165 East Beaver Creek Road
Unit 21
Richmond Hill, ON L4B 2N2

Dear Kevin:

Re: *Certain Terms and Conditions for Certain Employees Hired Before August 22, 2010

This letter will address the rights of those Platemakers, Presspersons and Percentage Presspersons who are reclassified as PA1s as a result of the transition to the new classifications provided for in the Memorandum of Agreement dated August 5, 2010.

In the event that any employee on staff as of August 22, 2010 is reclassified as a PA1, such employee's entitlements as listed below will be as provided for in the collective agreement for the PA2 classification until the later of the date on which such employee departs pursuant to the voluntary severance program set out in the Memorandum of Agreement or December 31, 2014.

These entitlements are:

- vacation entitlement
- vacation scheduling
- health and benefit entitlements
- layoff and termination entitlements
- recognized holiday entitlements
- pension plan entitlements

I trust this is satisfactory.

Yours sincerely,



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

Letter of Understanding regarding John Masters

Delivered

August 22, 2010

Mr. Kevin Logan
President, GCC/IBT Local 100M
165 East Beaver Creek Road
Unit 21
Richmond Hill, ON L4B 2N2

Dear Kevin:

Re: Pressroom Restructuring – John Masters

This letter will confirm the parties agreement regarding John Masters. Mr. Masters was reclassified as a full-time Press Person at the current Journeyperson rate and is eligible for all future contractual increases. He has established priority ahead of all of the Employees listed on Schedule "B" to the Agreement in Principle Re Job Restructuring between The Star and the G.C.C. / I.B.T., and the five pool substitutes referred to in Section 10 of that Agreement as provided for in the Collective Agreement in effect January 22, 2006. In the event of staff reduction, Mr. Masters shall not be able to bump any Journeyperson Priority Substitute listed on Schedule "A" of the above-noted Agreement. Mr. Masters will be reclassified pursuant to the Memorandum of Agreement dates August 5, 2010 but his priority rights provided for herein shall continue.

Yours sincerely,



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

Letter of Understanding

April 13, 2011

Mr. Kevin Logan
President, GCC/IBT Local 100M
165 East Beaver Creek Road, Unit 21
Richmond Hill, ON L4B 2N2

Dear Kevin:

RE: Part-time Mailroom Operators hired prior to January 22, 2006

This letter will confirm that those part-time MRO hired prior to January 22, 2006 will continue to be paid seven hours for a recognized holiday, and shall not be paid on a prorated basis as per the collective agreement.

The list below sets out the employees to which this letter applies.

Richard	Venditti
Larry	Langille
Christopher	Klingbell
Grant	Nearing
Jason	Blackman
Robert	Graham
Derek	Dixon
Val	Encina
Gunaselvam	Kathiravelu
Connie	Arteaga
Maurice	Cadogan
Dylan	Burris
Wing	Wong

Yours sincerely,



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

Letter of Understanding

April 13, 2011

Mr. Kevin Logan
President, GCC/IBT Local 100M
165 East Beaver Creek Road, Unit 21
Richmond Hill, ON L4B 2N2

Dear Kevin:

RE: Mailroom Operators Who Move to PA2 Classifications as Part of the Transition

Several MROs have applied for and been approved to move to PA2 vacancies as a result of the transition following the Living Agreement. Those individuals are listed below.

In the event of a layoff in the PA2 classification, those employees listed below who are named for layoff from the PA2 classification and who have the skill, ability and aptitude to perform the work of the MRO classification may elect to bump into the Mailing Room in the MRO classification. In the event an employee listed below does elect to bump back to the Mailing Room, the Company has agreed to the Union's proposal that such employees will be given "super priority" in that the time served in the Pressroom shall be treated as priority in the Mailing Room such that the employee would hold the same priority position held in the Mailing Room prior to the employee's move to the Pressroom. Should an employee elect to bump to the Mailing Room all terms and conditions of employment in the Mailing Room and the classifications in that department would apply. No other employees in the Pressroom shall be eligible to bump into the Mailing Room. This letter in no way amends the bumping rights and layoff provisions of the collective agreement, except for the listed employees being eligible to bump into the Mailing Room department.

Todd	Simmons
Ross	Peppy
Mario	Pacheco
Roy	Deleon
Suthanthirab	Thiagarajah
Rory	O'Neill
Jennifer	Hassan
Thomas	Schauland
John	Rego
Michael	Cox
Hesham	Minawi
Lenore	Pusey
Jason	Blackman
Maurice	Cadogan

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

***Letter of Understanding Outside Collective Agreement**

April 13, 2011

Ms. Judy Diamond and Mr. Frank Mandarino
Representatives, GCC/IBT Local 100M
165 East Beaver Creek Road, Unit 21
Richmond Hill, ON L4B 2N2

Dear Judy and Frank:

RE: Vacation Reconciliation

This letter sets out the agreement of the parties with respect to vacation pay under the new collective agreement. The parties have agreed on the vacation pay language for the collective agreement. However, it has also been agreed that there shall be a reconciliation process of vacation pay after the end of the calendar year.

The reconciliation process will happen following December 31, 2011. All bargaining unit employees in the Pressroom and Mailing Room will have their total vacation pay for the 2011 calendar year determined by taking their annual wages (straight time regularly scheduled hours) and multiplying it by their vacation percentage entitlement. For example, if an employee is entitled to 4 weeks vacation, the employee's annual wages shall be multiplied by 8%. This will give the total vacation pay entitlement for the year. Then the amount of vacation pay paid for single days and full weeks shall be deducted from the vacation pay.

The Company will then review the results of the reconciliation with the Union. The union will advise if this process is to be used in 2011. The reconciliation will then be done by the Company for 2011 and each following year. When the annual reconciliation is done, the Company shall then make any payments and arrange recovery of any overpayments. Prior to a recovery of an overpayment, the employee will be advised and the timing of such recovery shall be discussed.

This reconciliation process in 2011 will be lead by the HRBP for Vaughan, Anjana Yachamanani.

Yours sincerely,



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

FOR THE MAILING ROOM
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 CONFERENCE / INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
LOCAL 100M
(hereinafter known as the "Union")

Dated January 1, 2005 to December 31, 2014.

Re: Emergency Work

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 Mailroom Operators 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. Subject to the foregoing the Employer agrees that work performed by temporary Mailroom Operators 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 Mailroom Operator.
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 5 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

A handwritten signature in black ink, appearing to be 'A. K. ...' with a long horizontal stroke extending to the right.

PER:

A handwritten signature in black ink, appearing to be 'Marshall'.

PER:

**GRAPHIC COMMUNICATIONS CONFERENCE/INTERNATIONAL
BROTHERHOOD OF TEAMSTERS LOCAL 100M**

PER:

PER:

LETTER OF UNDERSTANDING

January 20, 2011

Mr. Kevin Logan
President
GCC/IBT Local 100M
165 East Beaver Creek Road
Unit 21
Richmond Hill, ON L4B 2N2

Dear Mr. Logan:

Re: Planning Coordinators

This letter is further to the negotiations of the Toronto Star and the GCC/IBT Local 100M and the Memorandum of Agreement reached in 2010.

As the Union is aware, the Star has introduced Planning Coordinators who are members of the management personnel. These Planning Coordinators will be responsible for the scheduling of all work and hours for employees. This includes, but is not limited to, handling requests for vacation, leaves of any kind, book offs and illness.

Through the discussions of the parties, we have agreed to maintain the article pertaining to Forepersons in the Pressroom. The parties have further agreed, however, that this article in no way prohibits or restricts the Planning Coordinators from the planning or scheduling of the employees. Furthermore, the Union agrees that it shall not file any grievances relating to the Planning Coordinators doing the scheduling of the employees or rely upon the article pertaining to Forepersons in the Pressroom to challenging the Planning Coordinators doing this work. It is agreed that should an employee be disciplined, such discipline would be done by the Forepersons or more senior management of the Pressroom department, as is the current practice.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Alan K. Bower', with a long horizontal flourish extending to the right.

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

RECOGNIZED HOLIDAYS

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

BETWEEN

TORONTO STAR NEWSPAPERS LIMITED

AND

**GRAPHIC COMMUNICATIONS CONFERENCE/INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
LOCAL 100M**

RE: Recognized Holidays Falling On A Saturday Or Sunday

(1) Regular full-time employees 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 or if the Employees hired on or after January 22, 2006 receive an amount equal to seventy-five (75) percent of the day shift rate (and provided the Employee otherwise qualifies for Weekly Indemnity Benefits), 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 employees 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 22nd day of January, 2006.

TORONTO STAR NEWSPAPERS LIMITED

A handwritten signature in black ink, appearing to be 'A. K. ...'.

PER:

A handwritten signature in black ink, appearing to be 'Marshall'.

PER:

GRAPHIC COMMUNICATIONS CONFERENCE/INTERNATIONAL BROTHERHOOD OF
TEAMSTERS
LOCAL 100M

PER:

PER:

August 22, 2010

Mr. Kevin Logan
President, GCC/IBT Local 100M
165 East Beaver Creek Road
Unit 21
Richmond Hill, ON L4B 2N2

Dear Kevin:

Re: Toronto Star Pension Plan

This letter confirms agreements reached during collective bargaining:

(1) Base Year Adjustment

The Employer will update the base year from January 1, 2001 to January 1, 2004, effective January 1, 2007.

(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 (August 22, 2010 to December 31, 2014) 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 Collective Agreement applicable from 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 TD-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.

(6) Plan Maintenance

The Pension Plan will be maintained during the life of the Collective Agreement between the parties dated August 22, 2010 to December 31, 2014 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,

A handwritten signature in black ink, appearing to read "Alan K. Bower". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

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

LETTER OF UNDERSTANDING

August 22, 2010

Mr. Kevin Logan
President, GCC/IBT Local 100M
165 East Beaver Creek Road
Unit 21
Richmond Hill, ON L4B 2N2

Dear Kevin:

Re: Profit Sharing and Pension Plan

The Company and the Union shall engage in discussions during the term of the collective agreement with respect to the following issues:

- (i) Profit Sharing Plan; and,
- (ii) Toronto Star Pension Plan.

The Communication, Energy and Paperworkers Union of Canada, Local 87-M, Southern Ontario Newsmedia Guild ("Guild"), International Association of Machinists and Aerospace Workers, Local 232 ("IAM") and International Brotherhood of Electrical Workers, Local 353 ("IBEW") shall have the right to fully participate in such negotiations but such participation is not required for the Teamsters and the Star to engage in the required discussions. Similarly, the option for the Guild, IAM and IBEW to participate in such negotiations is not contingent on negotiations going forward with the Teamsters.

The parties agree that there shall be a role for expert guidance for both sides inside the negotiation process. In addition, the parties are committed to meeting regularly and at least once per quarter during the Extended Term. It is further agreed that the meetings will take place between appropriately authorized senior officials fully participating on each side.

Discussions may also include exploring the potential for a profit sharing plan based on the Torstar Printing Group.

The parties agree to engage in good faith negotiations in such discussions. The Company and the Union shall:

- (a) establish dates on which negotiations are to take place;
- (b) such negotiations shall be concluded by December 30, 2013.

The parties agree that any changes that are negotiated between the parties will be implemented into the Profit Sharing Plan and Toronto Star Pension Plan respectively during the term of the Collective Agreement.

Yours sincerely,



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

SEVERANCE, DISMISSAL AND RETIREMENT PAY
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 CONFERENCE / INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, LOCAL 100M**
(hereinafter known as the "Union")

Dated at Toronto this 22 day of August, 2010 .

Re: The Handling of Staff Reductions Resulting From Technological Change – Platemakers

Preamble

In the event of staff redundancy arising out of the introduction of new technology, the Employer shall provide employees who are permanent full-time situation holders as at date of signing this Agreement (as listed below) with the options specified below in order to meet the level of staff reduction required by the Employer. The Employer will give the Union at least thirty (30) calendar days' notice in advance of a staff reduction to be effected under the terms of this Clause, and such notice shall specify the number of situations to be affected.

- (a) A regularly employed Journeyperson on staff as of the date of the signing of this Collective Agreement who is age 55 or more but less than age 65 and who has 15 years or more of continuous service may, upon notification by the Employer of a staff reduction arising out of the introduction of new technology, elect to retire and receive a payment of \$100.00 per week, payable monthly, for the period from the date of separation to age 65. Any such employee may elect, in accordance with the terms of the Toronto Star Pension Plan and Appendix "B" of this Agreement, a vested deferred pension which must be taken at age 65 or may elect to receive early retirement pension in addition to the \$100.00 per week payment as provided for above. During the period between an employee's separation and attainment of age 65, the Employer will pay 100% of the premiums associated with OHIP (effective January 1, 1990, Ontario Health Insurance Plan premiums will be replaced with an annual payroll tax), Sun Life Extended Health, and Group Life Insurance benefits. The benefits to be provided under Group Life Insurance in respect of any such employee shall be limited to a maximum amount equivalent to one year's salary at that employee's day shift rates in effect as at the date of such employee's separation. An employee who elects to retire under this option will also be eligible for dismissal pay in the amount of one week's pay at such employee's day shift rates in effect as at the date of his/her separation for each five months of continuous service or major fraction thereof to a maximum of the lesser of (i) 52 weeks' pay at such rates and (ii) the amount of pay which such employee would have earned had he/she continued to be employed on a regular basis at such day shift rates until he/she attained the age of 65 years.

The employee may receive such dismissal pay as a lump sum payment or, as an option, may elect to receive the equivalent of such dismissal pay in equal monthly payments,

terminating at age 65. The amount of such monthly payments shall be determined by the required actuarial calculations, which will be based upon the equivalent amount of dismissal pay, the number of payments until age 65, and an annual interest rate of 6% per annum. In event of death before age 65, any residue remaining shall be paid to the employee's estate or beneficiaries.

It is further understood and agreed that members of the staff age 65 or more may be required to retire on the basis of normal pension upon provision of six months' notice. No Platemaker shall receive more money by virtue of this Clause than he/she would have received had he/she remained in employment and retired at age 65.

- (b) If the Employer is unable to reduce staff to the level which it deems meets its requirements as a result of voluntary retirement as set out above, then the employees with the least amount of seniority may be terminated upon six months' notice and subject to three weeks' pay at regular straight time day shift rates of pay in effect at date of separation for each twelve months of continuous service, or major fraction thereof, to a maximum of fifty-two weeks' pay, in addition to which such employee shall receive a once in a lifetime lump sum payment equal to two (2) weeks pay at the basic day shift rate in effect immediately prior to date of termination.

As an alternative to severance, such employee may elect enrollment in a recognized educational establishment with a view to retraining. If an employee elects this option, the Employer will establish a retraining allowance fund through a chartered bank or trust company, and such fund will provide the employee with an amount of money equal to 65% of the straight time weekly day rate in effect at the time of his/her termination for a period of up to three (3) years, payable monthly. Programs qualifying for the retraining allowance specified herein must be recognized by the Canada Manpower Department or by a properly qualified educational authority and must be designed to qualify the applicant for gainful employment in some field other than pressroom, paperhandling or platemaking 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 the 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 this program.

As an alternative to severance or the retraining option, such employee may elect to take the value of the severance payment or (50%) percent of the retraining allowance, whichever is greater.

A situation holder resigning under the terms and conditions of this Agreement may not subsequently accept regular employment in any department of the Employer, unless he/she relinquishes any and all rights to any of the benefits provided under the terms of this Agreement.

Eligible Employees

Archer, Elizabeth

Fadden, Darryl

McEneaney, Patrick

Miglia, Patricia

Whetstone, Shane

Whitehead, Gary

Wilson, David

TORONTO STAR NEWSPAPERS LIMITED

A handwritten signature in black ink, appearing to read "A. K. Wilson", written in a cursive style.

PER:

PER:

**GRAPHIC COMMUNICATIONS CONFERENCE / INTERNATIONAL
BROTHERHOOD OF TEAMSTERS LOCAL 100M**

PER:

**IV. LETTERS OF UNDERSTANDING AND AGREEMENTS IN FORCE UNTIL
DECEMBER 31, 2010**

**THIS LETTER WILL CONTINUE TO BE IN
FORCE UNTIL DECEMBER 31, 2010**

LETTER OF INTENT

January 22, 2006

Mr. Tom Donnelly
GCC/IBT
c/o 165 East Beaver Creek Road, Unit 21
Richmond Hill, ON L4B 2N2

Mr. Kevin Logan
GCC/IBT
c/o 165 East Beaver Creek Road, Unit 21
Richmond Hill, ON L4B 2N2

Dear Mr. Donnelly and Mr. Logan:

Re: Percentage Press and Press Person Wage Gap

In the course of the Living Agreement negotiations in the fall of 2005, the company and Union agreed to maintain the current wage gap between the percentage press person and press person (the \$183).

The Company commits to maintain this wage gap until all such existing grandfathered personnel retire and/or permanently leave staff for any and all other reasons.

In return for this commitment the Union agrees that it will not propose shrinking and/or collapsing of the two tier wage scheme in the next or future collective agreement negotiations.

Sincerely,



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

**THIS LETTER WILL CONTINUE TO BE
IN FORCE UNTIL DECEMBER 31, 2010**

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

January 22, 2006

Mr. Tom Donnelly
GCC/IBT
c/o 165 East Beaver Creek Road
Unit 21
Richmond Hill, ON L4B 2N2

Mr. Kevin Logan
GCC/IBT
c/o 165 East Beaver Creek Road
Unit 21
Richmond Hill, ON L4B 2N2

Dear Mr. Donnelly and Mr. Logan:

Re: Administration of the “Upstairs Control Positions”

During the fall of 2005, the Parties through the Living Agreement negotiations in the fall of 2005, the Parties reached agreement on the payment of the grandfathered rate to presspersons working in an “upstairs control position”. This letter is to clarify the administration of this agreement. The Parties agreed that where a person is working the full shift in an “upstairs control position on running presses”, he or she shall be paid at the grandfathered rate of pay for that shift. For clarity, “upstairs control positions on running presses” are the 10% in charge position, the 5% second in charge position, 2 colour positions. The 10% and 5% positions will also be paid a premium, in accordance with the collective agreement.

The parties have now reached agreement that working a “full shift” shall be interpreted to mean that the majority must be actually worked in an upstairs control position for the grandfathered rate to be paid. Management wishes to clarify further that the role has to be worked in and not used as a support function to aid production performance.

Lastly, the above rationale will be administered in such a way that management will have no intention to arbitrarily remove people from this role to avoid paying the grandfathered rate for these positions.

Sincerely,



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

**THIS LETTER WILL CONTINUE TO BE
IN FORCE UNTIL DECEMBER 31, 2010**

**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 CONFERENCE/INTERNATIONAL
BROTHERHOOD OF TEAMSTERS LOCAL 100M
(hereinafter known as the "Union")**

Re: Mailroom Operator Night Side Short Workweek The Vaughan Press Centre

Applies Only To Employees Hired Before January 22, 2006

- 1 The normal straight time workweek for Mailroom Operators holding regular full-time positions 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 s 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 Mailroom Operators will be offered to regular part-timers before being offered to temporaries subject to Article (407). The opportunity to work night side fifth shifts shall be offered to regular short workweek Mailroom Operators on a rotational basis in order of priority.

Benefit participation for night side Mailroom Operators 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 Mailroom Operators assigned to a short workweek to the same extent as for a regular full-time

employee. Effective January 1, 1990, Ontario Health Insurance premiums will be replaced with an annual payroll tax.

Effective January 1, 2006, all full-time employees will have an after tax deduction of \$4.00 per week deducted from their pay for an Extended Health Care Premium. Part-time employees will also have the weekly Extended Health Care Premium deducted from their after tax pay on a prorated basis based on hours paid.

- 2 Dental Insurance: The Employer will pay the premium contributions on behalf of regular full-time Mailroom Operators assigned to a short workweek to the same extent as for a regular full-time employee.

BENEFITS

- 3 Group Life Insurance: The Employer will pay on behalf of regular full-time Mailroom Operators assigned to a short workweek the full premium cost of group life insurance in the amount of \$6,000.00. Should the regular employee elect excess coverage, a year's salary at base rate shall be established as being 52 times the Mailroom Operator 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 LifePlan for extended health care to the same extent as for a regular full-time employee.
- 5 Weekly Indemnity Plan: The Weekly Indemnity Plan benefit as described in Article 20 of the Collective Agreement shall be calculated on the basis of the average number of weekly straight time hours worked by regular full-time Mailroom Operator employees 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 employees 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 Mailroom Operator's regular hourly straight time rate of pay.

Regular employees 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 employees 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 Mailroom Operator.
- 8 Effective the first day of the first full week following date of signing of this Agreement:
 - i. Mailroom Operators assigned 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. Mailroom Operators 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 MAILROOM OPERATORS ASSIGNED TO A SHORT WORKWEEK

Effective January 1, 2005	\$1071.92 per week*
Effective January 1, 2006	\$1097.46 per week*
Effective January 1, 2007	per week*

- Effective the first day of the first full week following date of signing of this Agreement, Mailroom Operators 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 CONFERENCE/INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL 100M

PER:

PER:

FROM MAILING ROOM AGREEMENT

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

January 22, 2006

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.

For the sake of clarity, the Company will make every effort to schedule a full time Employee for a fifth shift prior to scheduling a part-time Employee, where to schedule a part-time Employee would result in a part-time Employee working more hours in a workweek than a full-time Employee.

Yours truly,



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

**FROM MAILING ROOM AGREEMENT
THIS LETTER WILL CONTINUE TO BE
IN FORCE UNTIL DECEMBER 31, 2010**

LETTER OUTSIDE THE COLLECTIVE AGREEMENT

January 22, 2006

Mr. Tom Donnelly
GCC/IBT|c/o 165 East Beaver Creek Road
Unit 21
Richmond Hill, ON L4B 2N2

Mr. Frank Mandarino
GCC/IBT
c/o 165 East Beaver Creek Road
Unit 21
Richmond Hill, ON L4B 2N2

Dear Mr. Donnelly and Mr. Mandarino:

Re: New Hires

The GCC/IBT has expressed concern that management would arbitrarily move existing inserting and press work from the current Monday-Friday schedules to Sunday, which would have a detrimental effect on full time positions. Based upon current volumes and operational requirements across the workweek, the company has no current or anticipated plans to utilize Sunday as part of the current work requirements across the workweek, or to move it in the way raised by the Union. However, if work requirements change and/or commercial work opportunities arise which demonstrate a scheduling or operational benefit to utilize Sunday, the company will inform the union prior to any staff scheduling change being introduced or taking effect.

Nothing in this letter restricts the Company's right to redeploy staff as needed to meet operational needs.

Sincerely,



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

PRIORITY LISTS

Mailing Room Priority List

Name	Priority Date	Seniority Date
Zawadka, Rick	November 5, 1971	November 5, 1971
Comeau, Jerry	July 23, 1979	June 13, 1974
Fitzpatrick, Terry	December 13, 1981	September 13, 1969
Simpson, Brett	December 13, 1981	October 9, 1976
Mandarino, Frank	December 13, 1981	August 2, 1977
Callanan, Glen	December 13, 1981	October 27, 1978
Cormier, Paul	December 13, 1981	April 20, 1979
Repton, Dave	December 13, 1981	May 30, 1980
Leigh, Steve	December 21, 1981	May 19, 1981
Avery, Bob	November 23, 1982	November 23, 1981
Graham, Rick	November 30, 1982	February 22, 1982
Reinhart, Dennis	December 2, 1982	December 28, 1981
Volpe, Tony	December 31, 1984	March 29, 1984
Dinn, John	January 10, 1985	March 29, 1984
Goudy, Bill	January 21, 1985	June 11, 1984
Judge, Greg	January 22, 1985	July 3, 1984
Gibson, Jack	September 15, 1985	February 12, 1985
Burrows, Dave	September 15, 1985	February 14, 1985
Dewson, Bud	November 26, 1986	May 6, 1985
Bailey, Steve	December 1, 1986	March 3, 1985
Barnes, Mark	January 14, 1987	August 13, 1986
Henry, Keith	March 9, 1987	August 29, 1985
Ngu, Dennis	March 12, 1987	April 28, 1986
McDonald, Kim	August 21, 1987	April 29, 1985
Monteith, Brian	August 21, 1987	August 27, 1986
Kelly, Brendan	June 5, 1988	July 4, 1979
Abdulhameed, Fareed	June 5, 1988	April 30, 1982
Greenhill, Dave	June 5, 1988	August 14, 1986
Arsenault, Kurt	June 5, 1988	February 6, 1987
Simoos, Mario	June 5, 1988	April 13, 1987
Smith, Bruce	June 5, 1988	April 14, 1987
Jaroszenko, George	June 5, 1988	October 2, 1981
Dunn, Doug	June 5, 1988	October 9, 1987
Mattin, Phil	June 14, 1988	October 1, 1987
Hole, Dave	August 29, 1988	August 6, 1987
Martin, Dean	February 26, 1989	September 16, 1987
Milligan, Bob	March 26, 1989	December 21, 1987
Abraham, Berhane	March 26, 1989	August 20, 1987
Dyszluk, Roman	March 26, 1989	June 30, 1988
Willison, Gary	March 26, 1989	July 5, 1988
Charles, Trevor	September 24, 1989	November 3, 1987
Little, Mike	September 30, 1990	December 5, 1988

Barbour, Al	September 30, 1990	January 23, 1989
Amaral, Carlos	November 20, 1994	November 12, 1988
Mason, Lowell	November 20, 1994	April 5, 1989
Cullen, Willard	July 27, 1997	July 17, 1989
Cole, Winston	July 27, 1997	January 3, 1990
Singh, Shaffiath	July 27, 1997	August 23, 1989
Herbert, Keith	July 27, 1997	September 20, 1989
Crouse, Tammy	July 27, 1997	November 28, 1990
Adams, Bob	November 23, 1997	November 24, 1994
Coleclough, Randy	November 23, 1997	November 25, 1994
Shaw, Graham	November 23, 1997	February 27, 1995
Romeos, Peter	July 23, 2006	May 12, 1997
O'Dell, Dave	July 23, 2006	May 21, 1997
Walker, Rob	July 23, 2006	July 21, 1997
York, Chris	July 23, 2006	July 28, 1997
Dinn, Connie	July 23, 2006	August 6, 1997
Ingram, Simeon	July 23, 2006	August 11, 1997
Johnson, Fabian	July 23, 2006	August 11, 1997
Cole, Maxine	July 23, 2006	August 18, 1997
Ha, Alice	June 28, 1988	April 28, 1986
Kociumbas, Marta	June 28, 1988	August 31, 1987
Hamlet, Lenore	July 27, 1997	September 8, 1987
Lawrence, Rob	March 20, 2011	September 2, 1997
Wilcox, Angel	March 20, 2011	September 2, 1997
Camisso, Mary	March 20, 2011	September 8, 1997
Tilochand, Nalini	November 23, 1997	September 19, 1990
Femic, Gordana	November 23, 1997	October 30, 1990
Holmes, Glenroy	November 23, 1997	August 18, 1997
Tran, Mimi	December 6, 1998	August 18, 1997
Scholich, Gary	September 18, 1993	October 19, 1989
Venditti, Ricardo	March 6, 2000	August 25, 1997
Burris, Dylan	March 6, 2000	August 25, 1997
Klingbell, Chris	March 6, 2000	September 29, 1997
Langille, Larry	June 3, 2001	September 29, 1997
Nearing, Grant	June 3, 2001	October 6, 1997
Blackman, Jason	June 3, 2001	October 6, 1997
Graham, Robert	June 3, 2001	October 14, 1997
Dixon, Derek	June 3, 2001	November 10, 1997
Kathiravelu, Gunaselvam	November 15, 1999	November 15, 1999
Arteaga, Connie	November 16, 1999	November 16, 1999
Cadogan, Maurice	September 24, 2003	September 24, 2003
Encina, Val	April 1, 2004	April 1, 2004
Wong, Wing	April 2, 2004	April 2, 2004
Karnani, Chandni	June 5, 2006	June 5, 2006
Chaudhry, Balvinder	June 19, 2006	June 19, 2006
Plaenk, Alex	June 26, 2006	June 26, 2006
Loparco, Marco	June 26, 2006	June 26, 2006

Dispenza, Mike	July 17, 2006	July 17, 2006
Morgan, Clint	August 8, 2006	August 8, 2006
De Ocampo, Maribel	September 25, 2006	September 25, 2006
Patrick, George	November 13, 2006	November 13, 2006
Cartagena, Gabriel	February 26, 2007	February 26, 2007
Guppy, Shadrin	February 26, 2007	February 26, 2007
Morgan, Ian	March 26, 2007	March 26, 2007
Hamilton, Andrew	March 26, 2007	March 26, 2007
Tsen, Phillip	June 4, 2007	June 4, 2007
Puertollano, Jose	June 4, 2007	June 4, 2007
Persaud, Kaye	July 16, 2007	July 16, 2007
Yu, Jack	July 17, 2007	July 17, 2007
Nelson, Shevon	October 1, 2007	October 1, 2007
Wu, Tim	October 1, 2007	October 1, 2007
Ouelette, Krista	November 29, 2010	November 29, 2010
Kociumbas, Mark	December 6, 2010	December 6, 2010
Hernandez, Alejan	December 13, 2010	December 13, 2010
Subramaniam, Chant	December 13, 2010	December 13, 2010
Cayongcat, Nabil	December 13, 2010	December 13, 2010
Gajjar, Rajendrakumar	December 20, 2010	December 20, 2010
Bondoc, Benjamin	January 3, 2011	January 3, 2011
Yeung, Jimmy	January 3, 2011	January 3, 2011
Pitiakoudis, Bob	January 3, 2011	January 3, 2011
Gonzales, Martin	January 3, 2011	January 3, 2011
Reid, Dwayne	February 22, 2011	February 22, 2011
Magodo, Charlotte	February 28, 2011	February 28, 2011
Thompson, Shamari	February 28, 2011	February 28, 2011
Patel, Ashish	March 7, 2011	March 7, 2011
Kerr, Dwayne	March 7, 2011	March 7, 2011
Ferguson, Carlos	March 7, 2011	March 7, 2011
Hamilton, Scott	March 14, 2011	March 14, 2011
Chard, Christine	March 14, 2011	March 14, 2011
Galleto, Marianne	March 28, 2011	March 28, 2011
Holmes, Marcia	March 28, 2011	March 28, 2011
Wallace, Adrian	April 4, 2011	April 4, 2011
Budhai, Haimchan	April 11, 2011	April 11, 2011
Yeung, Raymond	April 11, 2011	April 11, 2011
Arul, Ajanthan	April 18, 2011	April 18, 2011
Petgrave, Rashad	April 18, 2011	April 18, 2011
St.Clair, Rochelle	April 18, 2011	April 18, 2011
Vasanthakumar,		
Thambirajah	April 18, 2011	April 18, 2011
Balingit, Mark	May 2, 2011	May 2, 2011
Hamilton, Jeremy	May 2, 2011	May 2, 2011
Secharran, Rovina	May 2, 2011	May 2, 2011
MacLean, Brenda	May 2, 2011	May 2, 2011
Kociumbas, Paul	May 16, 2011	May 16, 2011
Smith, Ralph	May 16, 2011	May 16, 2011

Siddiqui, Aazeb	May 16, 2011	May 16, 2011
Forrest, Ricardo	May 30, 2011	May 30, 2011
Paulino, Mirian	May 30, 2011	May 30, 2011
Damasco, Regina	June 6, 2011	June 6, 2011
Marino, Cassandra	June 6, 2011	June 6, 2011
Tonkinson, Ian	June 6, 2011	June 6, 2011
Escasio, Rjason	June 13, 2011	June 13, 2011
Johnston, Robert	June 13, 2011	June 13, 2011
D'Ercole, Angelo	July 11, 2011	July 11, 2011
Valentim, Diamantino	July 11, 2011	July 11, 2011
Kim, Jong-Uk	July 11, 2011	July 11, 2011
Snow, Joe	July 11, 2011	July 11, 2011
Mak, Steven	July 25, 2011	July 25, 2011
Islam, Sobia	July 25, 2011	July 25, 2011
Al-Obaidy, Ahmed	July 25, 2011	July 25, 2011
Matharu, Jagdish	August 8, 2011	August 8, 2011
Ching, William	August 15, 2011	August 15, 2011
Tricanico, Daniel	August 15, 2011	August 15, 2011
Garcia, Rosa	August 15, 2011	August 15, 2011
Walters, Kevin	August 15, 2011	August 15, 2011
Wainberg, Hazel	August 15, 2011	August 15, 2011
Huang, Jessica	August 29, 2011	August 29, 2011
Sayegh, Wassim	August 29, 2011	August 29, 2011
Lynch, Michelle	August 29, 2011	August 29, 2011
Steele, John	September 6, 2011	September 6, 2011
Pablo, Nelson	September 6, 2011	September 6, 2011
Zhang, Yong	September 6, 2011	September 6, 2011
Farley, Hillary	September 6, 2011	September 6, 2011
Hotson, Randy	September 12, 2011	September 12, 2011
Giorgio, Vincent	September 12, 2011	September 12, 2011
Ivashkevych, Bogdan	September 12, 2011	September 12, 2011
Huxtable, Justin	September 19, 2011	September 19, 2011
Subhani, Khusro	September 19, 2011	September 19, 2011
Bobesich, Michael	September 19, 2011	September 19, 2011
Dhaliwal, Harpreet	September 19, 2011	September 19, 2011
Puma, Eneida	September 19, 2011	September 19, 2011
Bello, Tessy	September 19, 2011	September 19, 2011
Li, Jeanette	September 26, 2011	September 26, 2011
Carter, Kerchel	September 26, 2011	September 26, 2011
Pirillo, Andrew	September 26, 2011	September 26, 2011
Holmes, Casara	September 26, 2011	September 26, 2011
Habib, Samuel	October 3, 2011	October 3, 2011
Johnston, Gregory	October 3, 2011	October 3, 2011
San Jose, Jose	October 3, 2011	October 3, 2011
Fernandes, Alstor	October 3, 2011	October 3, 2011
Carron, Jessie	October 11, 2011	October 11, 2011
Islam, Wasiq	October 11, 2011	October 11, 2011
Majeed, Aleya	October 11, 2011	October 11, 2011

Maguilao, Rolly	October 11, 2011	October 11, 2011
Gao, Donghua	October 11, 2011	October 11, 2011
Kwan, Andrew	October 17, 2011	October 17, 2011
Surujbhan, Anirood	October 17, 2011	October 17, 2011
Ramanathan, Maheswaran	October 17, 2011	October 17, 2011
Polous, Mark Yako	October 17, 2011	October 17, 2011
Carron, Melissa	October 17, 2011	October 17, 2011
Hang Gu, Xiao	October 24, 2011	October 24, 2011
Pereira, Michael	October 24, 2011	October 24, 2011
Hennigar, Patrick	October 24, 2011	October 24, 2011
Dermer, Barbara	October 24, 2011	October 24, 2011
Beacham, Melanie	October 24, 2011	October 24, 2011
Wells, Lucky	October 24, 2011	October 24, 2011
Asgarali, Shazam	October 24, 2011	October 24, 2011
Bassi, Navi	October 31, 2011	October 31, 2011
Saini, Pardeep	October 31, 2011	October 31, 2011
Thamotharampillai, Thipica	October 31, 2011	October 31, 2011

Pressroom Priority

(as of November 10, 2011)

Journeyperson – Full-time

Priority	Name	Shift	Start Date
1	A. Lombardi	Days	1-Apr-77
2	W. Merrigan	Days	16-Feb-72
3	C. Dale	Days	22-Aug-83
	J. Pembleton	LTD	
4	G. Waterkamp	Days	8-Jan-84
5	J. Donlevy	Days	4-Oct-83
6	D. Miglia	Days	3-Feb-84
7	T. O'Leary	Days	30-Sep-70
	J. Gillespie	LTD	
8	D. Johnston	Days	11-Dec-84
9	A. Desroche	Nights	14-Feb-82
10	R. Page	Days	13-Oct-80
	R. Wright	LTD	
	F. Tantalo	LTD	
11	R. Haynes	Nights	8-Sep-86
12	S. Ansell	Days	8-Mar-87
13	B. Weber	Days	8-Apr-78
14	G. Bruce	Nights	10-Dec-84
15	D. Konecny	Days	3-Jul-79
16	P. Beacham	Nights	18-Sep-88
17	J. Soulliere	Nights	4-Sep-88
18	D. Harrold	Nights	12-Oct-92
19	M. McCargar	Nights	27-Nov-88
20	P. Hohenstein	Nights	7-Oct-84
21	P. Skotnyk	Days	26-Jan-86
22	A. Shrubbs	Days	24-May-89
23	R. Hutsulak	Nights	30-Apr-89
24	D. Hall	Nights	30-Apr-89
25	J. Halischuk	Nights	30-Apr-89
26	W. Davis	Nights	30-Apr-89
27	R. Sloane	Nights	6-May-90
28	F. Sills	Nights	6-May-90
29	E. Earls	Nights	2-Jan-92
30	J. Diamond	Days	8-Mar-92
31	R. MacInnes	Days	15-May-92
32	K. Jones	Days	15-May-92
33	S. Drane	Nights	1-Aug-92

34	C. Tozzi	Nights	12-Dec-92
35	K. Burden	Nights	26-Dec-92
36	B. Dennison	LTD	
	D. Shaw	Nights	23-Apr-93
37	M. Dale	Nights	12-Aug-93
38	G. Jones	Nights	11-Dec-93
39	A. Skotnyk	Nights	18-Dec-93
40	D. Murphy	Nights	6-Jan-94
	J. Bowes	LTD	
41	G. Robins	Nights	20-Jun-96
42	F. Sawler	Nights	1-Jul-96
43	C. Ciantar	Nights	1-Dec-96
44	J. Masters	Nights	10-Sep-73
45	G. Robertson	Nights	11-Aug-97
46	C. Capetano	Nights	11-Aug-97
47	R. Crawford	Nights	11-Aug-97
	S. Comeau	LTD	28-Sep-97
48	D. Villeneuve	Nights	12-Oct-97
49	D. Baker	Nights	30-Nov-97
50	D. McDonald	Nights	30-Nov-97
51	I. Wallace	Nights	30-Aug-83
52	D. Moore	Nights	8-Sep-86
53	M. Stenoff	Nights	7-Aug-94

Press Assistant 2 – Full-time

Priority	Name	Shift	Start Date
1	K. Huggins	Nights	13-Dec-87
2	G. Gunnis	Nights	7-Aug-94
	M. Ross	LTD	
3	P. Bassano	Nights	2-Jul-94
	S. Pillwein	LTD	
4	C. Pilon	Nights	29-Mar-98
5	M. Scott	Nights	29-Mar-98
	S. Naidopoulos	LTD	
6	R. Radulescu	Nights	22-Feb-99
	A.		
7	Hadjipapachristodoulou	Nights	22-Feb-99
8	D. Eccles	Nights	22-Feb-99
9	G. Perkin	Nights	10-Jan-00
10	R. Dubord	Nights	10-Jan-00
11	K. Rudat	Nights	11-Sep-00
12	S. Lackenbauer	Days	11-Sep-00
13	C. Cooper	Nights	11-Sep-00
14	P. Driver	Nights	29-Jun-98

15	R. Stolec	Nights	29-Jun-98
16	J. Plastina	Nights	15-Jun-98
	M. Cunliffe	LTD	15-May-00
17	A. Stark	Nights	15-May-00
18	K. Zwaniga	Nights	15-May-00
19	A. Lint	Nights	29-May-00
20	J. Hopper	Nights	29-May-00
	M. Evans	LTD	29-May-00
21	L. Cundell	Nights	12-Jun-00
22	J. Dawson	Nights	12-Jun-00
23	M. Laviolette	Nights	12-Jun-00
24	K. O'Hara	Nights	12-Jun-00
25	C. Dalton	Nights	24-Jul-00
26	V. DerBedrosian	Days	22-Jun-97

Press Assistant 2 – Part-time

Priority	Name	Priority Date
1	W. Horton	27-Nov-00
2	N. Sequeira	2-Jul-01
3	S. Salerno	29-Jun-98
4	T. Burrell	27-Sep-99
5	D. Arruda	1-Nov-99
6	W. Heath	9-Apr-01
7	I. Rout	6-May-02
	P. Rudat	6-May-02
8	R. Williams	10-Jun-02
9	M. Triance	10-Jun-02
10	R. Keller	10-Jun-02
11	G. Vaccalluzzo	5-Feb-01
12	P. Murray	1-Jun-11
13	T. Simmons	1-Jun-11
14	R. Peppy	1-Jun-11
15	M. Pacheco	1-Jun-11
16	R Deleon	15-Aug-11
17	S. Thiagarajah	15-Aug-11
18	R. O'Neil	15-Aug-11
19	J. Hassan	15-Aug-11
20	T. Schauland	11-Oct-11
21	J. Rego	11-Oct-11
22	M. Cox	11-Oct-11
23	H. Minawi	11-Oct-11
24	A. Wright	1-May-11
25	S. Mortimer	1-May-11
26	B. McNair	1-May-11

27	R. Lupiccini	7-Aug-11
28	L. Gerrie	7-Aug-11
29	N. Mehew	5-Sep-11
30	G. Konecny	5-Sep-11
31	R. Scriver	12-Sep-11
32	J. Willoughby	26-Sep-11
33	G. Sharpe	26-Sep-11

Press Assistant 1 – Part-time

Priority	Name	Priority Date
	R. Holt	7-Aug-94
1	R. Pereira	15-Jun-98
2	J. Barbour	15-Jun-98
3	I. Gilin	17-Aug-98
4	H. Carapia	5-Feb-01
5	M. Vuong	24-Feb-03
6	E. Torres	8-Mar-04
7	B. Allen	19-Apr-04
8	Z. McClean	10-Jan-05
9	G. Martins	11-Apr-05
10	C. Baptiste	28-Aug-06
11	A. St. Louis	18-Jun-07
12	J. Piret	9-Jun-08
13	K. Hua	29-Sep-08
14	A. Cummings	29-Sep-08
15	S. Knight	20-Oct-08
	H. Hsu	27-Oct-08
16	C. Mangaser	27-Oct-08
17	R. Perez	27-Oct-08
18	R. Doherty	11-Jul-11
19	A. Spencer	15-Aug-11
20	P. Muir	15-Aug-11
21	D. Macmillan	26-Sep-11
22	T. Filipchuk	11-Oct-11
23	N. James	11-Oct-11
24	F Gigliozi	11-Oct-11

Press Assistant 2 – Platemaking Incumbents – Full-time

Priority	Name	Shift
1	P Miglia	Days
2	D Fadden	Nights
3	G Whitehead	Days
	G Rowe	LTD

Press Assistant 1 – Platemaking Incumbents - Part-time

Priority	Name
1	P McEneaney
2	S Whetstone

MSP Priority List

FIRST NAME	LAST NAME	HIRE DATE
Fredrick	Smith	20-Sep-78
Gerald	Wagner	30-May-82
Michael	Traynor	26-Nov-83
Peter	Breidon	11-Feb-84
Mark	Evans	30-Apr-89
Steven	Webster	02-Jul-01
Kevin	Carstairs	08-Nov-04
Michael	Whittle	27-Nov-00
Deborah	Grieve	25-Sep-84

**LIST OF HISTORICAL SUPPLEMENTAL AGREEMENTS AND LETTERS from the
2005 to 2011 Collective Agreements**

RE: Coverage of Chapel Chairman
RE: New Hiring and Promotions Provisions
RE: Rehabilitation Program
RE: Special Enhanced Termination Benefits*
RE: Hiring Full-time Staff from Part-time List
RE: Living Agreement on Building and Sustaining the Future for the VPC
RE: Work Jurisdiction Issues Regarding Southern Ontario Newspaper Guild
RE: Article 2g not detracting from bargaining rights RE: Vacation Harmonization
RE: Flexibility of Coverage across all Shifts
RE: Vacation-Lobster Shift
RE: Pressmen, Paper Handlers and Platemakers
RE: Superintendents, Assistant Superintendents and Foremen
RE: Personnel Files
RE: Enhanced Termination Benefits
RE: Hiring
RE: Vacation Harmonization
RE: Press Cleaners – First Consideration for Apprenticeship
RE: Pressroom Apprenticeship Priority