AGREEMENT

Between

TORONTO STAR NEWSPAPERS LIMITED

and

UNIFOR LOCAL 87-M

Effective January 1, 2022 to December 31, 2026

Table of Contents

PREAMBLE

This Agreement is made as of January 1, 2022, between Toronto Star Newspapers Limited, hereinafter known as the Employer, and Unifor Local 87-M, hereinafter known as the Union, for itself and on behalf of all employees and employees of Torstar.com a division of Toronto Star Newspapers Limited, with the exception of those excluded in Article 1, in the Finance and Administration Department, in the City and Country Daily and Weekly Circulation Departments, the Advertising Department in Metropolitan Toronto, the Editorial Department connected with the production or operation of the Toronto Daily Star, the Toronto Star Syndicate, Wire Photo Service and Star Library, in the Creative Communications Department, in the Public Relations and Promotion Department, in the Newspaper Layout Department and in the Audiotex Department.

ARTICLE 1 – EXCLUSIONS

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

(101) Temporary employees as defined in Clause (2501), except as provided in Clauses (2502) and (2505).

(102) Employees in the Torstar.com department, except as provided for in the Letter of Understanding RE: Terms and Conditions of Employment – Torstar.com Department.

(103) Facilities Manager.

(104) Director of Circulation, Circulation Manager, Consumer Marketing and Business Manager, Director of Circulation Operations, Customer Services Manager, Consumer Marketing Strategy, Sales and Marketing Manager, Circulation Marketing Manager, Zone Manager – Provincial (3), Circulation Business Analyst (5), Financial and Process Improvement Manager, Circulation Sales and Marketing Manager, Sales and Marketing Manager, Senior Circulation Business Analyst, Assistant Manager CIS (2).

(105) Director of Finance and Administration (3), Controller (2), Manager, Financial Planning and Analysis, Accounting Manager, Financial Analyst (5), Customer Accounts Manager, Payroll Manager, Assistant Customer Accounts Manager, Manager – Office Administration.

(106) Editor-in-Chief, Managing Editor, Editorial Page Editor Emeritus, Travel Services Manager, AME Training and Development, Saturday Editor, Editorial Controller, Public Editor, Deputy Managing Editor, Budget and HR, Deputy City Editor (2), Associate Editor, Associate Managing Editor, Assistant Managing Editor (2), Senior Editor (3), Senior Editor – Digital News, Diversity Editor, Foreign Editor, Associate Editor, City Editor, Senior Editor – Technology, Editorial Page Editor, National Editor, Art Director, Senior Editor – Internet, Manager – Library and Research Services, Assistant Manager – Editorial Administration, Assistant Managing Editor, Sunday Editor, Arts

Editor, Sports Editor, Life Editor, Business Editor, Assistant Managing Editor – Photo, Assistant Managing Editor, Digital, Senior Editor, Graphics, and contributors on a freelance or space basis. The term "contributor" shall include writers, photographers, artists or others whose work may appear in the newspaper(s) or in parts thereof that shall include, without limitation, such products as Star Week and City Magazine.

(107) Director of Advertising, Service Manager, Financial Analyst (2), Marketing Development Specialists (2), Manager, Strategic Marketing and Planning, Director, Creative Marketing, Manager, Promotions, Integration/Promotions Manager (2), Marketing Analyst, Manager, Toronto Star Syndicate, Director of Integrated Marketing and Sales, Integrated Planning Manager.

(108) Professional personnel in the Medical Centre.

(109) Director of Communications and Operational Planning, Manager – Public Relations, Manager of Communications and Media Relations, Director of Children's Charities and Philanthropy.

(110) Group Service Manager.

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

(112) One Administrative Assistant to each of the following: Editor, Assistant Managing Editor (2), Editor-in-Chief, Director of Finance and Administration, Controller, Manager – Financial Planning, Director of Communications and Operational Planning, Director of Children's Charities and Philanthropy, Manager of Communications and Media Relations, Circulation Administration Manager, Circulation Manager, Manager – Toronto Star Syndicate, Integration and Promotions Assistant, Director of Circulation Operations, Director of Circulation.

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

(112B) Director of Electronic Publishing, General Manager, Controller, Secretary to the General Manager and students employed in Torstar.com during the school vacation period.

New Exclusions

(113) It is understood that management retains the right to introduce and establish additional positions that are properly excluded from the bargaining unit as provided by appropriate jurisprudence pursuant to the Labour Relations Act.

Changes to Exclusions

(114) The Employer shall have the right to change any of the excluded position titles contained in this agreement provided there is no substantive change in job content.

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

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

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

a) whether an additional position is properly excluded from the bargaining unit; or

b) whether there is a substantive change in job content in an existing position excluded from the bargaining unit, associated with a change of position title change and the position no longer meets the criteria for exclusion under the Labour Relations Act; either party may submit the dispute to binding arbitration under Article 26 of the collective agreement or another agreed-to method of dispute resolution.

ARTICLE 2 – JURISDICTION AND RELATIONSHIP

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

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

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

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

The Employer agrees that an employee's engagement in those Union activities provided for in this collective agreement, in the manner and to the extent so provided, shall not be construed as a conflict of interest. In all other situations, an employee's engagement in Union activities shall be subject to the provisions of Articles 22 and 23.

Contracting Out

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

Bargaining Unit Work

(204) The Employer shall not assign to any employee outside the bargaining unit covered by this agreement any work now done by employees within the bargaining unit, except to the extent that such work is performed by employees at the date of tentative settlement provided the settlement is ratified. In addition, the Employer agrees to use its best efforts to notify the Union in the event that it assigns any work now done by employees within the bargaining unit to any employee outside the bargaining unit prior to making the assignment.

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

Bulletin Boards

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

ARTICLE 3 – UNION MEMBERSHIP AND DUES CHECK-OFF

Union Membership

(301) All employees in the bargaining unit who were members of the Union on Jan. 1, 2019, or who join thereafter, shall as a condition of continued employment, be required to maintain their membership in good standing in the Union in accordance with its constitution and bylaws for the duration of the agreement.

(302) All persons accepting employment in the bargaining unit on or after Jan. 1, 2019, shall become Union members within 20 days from the date of commencing employment, and shall, as a condition of employment, remain Union members in good standing for the period of this agreement.

(303) The Union agrees that it will admit to membership and retain in membership any employee in the bargaining unit, subject to the constitution of Unifor and the bylaws of Unifor Local 87-M.

Union Dues

(304) The Employer agrees to deduct from the weekly earnings of each employee covered by the collective agreement an amount equal to the regular Union dues (as specified by Unifor Local 87-M and calculated in accordance with the terms below) and to remit the total of such deductions by cheque to the treasurer of the Union before the end of the month following the month in which deductions are made. The Employer shall, when remitting dues, give the names of the employees from whose pay deductions have been made. Because of the complications and cost involved in making these deductions, it is agreed that the monthly dues schedule shall be as stable as possible, and in any case no more than one change in the amount of the deduction every four months shall be required.

In this article the term "regular Union dues" shall have the same meaning and limitations as provided for in sub-section 47(2) of the Labour Relations Act, 1995, S.O. 1995, c.1, Sch. A as amended.

(305) The formulae to be used in the calculation of weekly dues deductions will be as follows: taxable earnings multiplied by the percentage rate of dues. For the purposes of Union dues, taxable earnings do not include taxable benefits or earnings not included in calculations for Union assessments done prior to 2019.

When in any week an employee receives no pay, dues will not be deducted for that week. The monthly remittance of dues to the Union will be substantiated by a separate listing of deductions for each week of the month. The remittance will include either four or five weeks of deductions, depending upon the number of pay weeks in the month.

(306) In consideration of the Employer’s agreement as stated above, the Union hereby undertakes and agrees to indemnify and save the Employer harmless from and against any and all claims for the deduction of regular Union dues made and remitted in accordance with the foregoing.

General Assessments

(307) In addition to the foregoing, the Employer agrees to deduct general assessments as required by the Union and to remit the total of individual deductions by cheque to the Union treasurer

before the end of the month following the month in which the deductions are made. As with the remittance of regular Union dues provided for in Clause (304), the Employer shall, when remitting assessments, give the names of the employees from whose pay deductions have been made.

ARTICLE 4 – INFORMATION

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

(a) to the unit chairperson and the local representative from Unifor Local 87-M (or Unifor national representative, if applicable) an annual disclosure of merit pay for each bargaining unit employee, with the express understanding that this information will only be shared in confidence with the appropriate chief steward or alternate chief steward for their own department. The parties reserve their respective rights with respect to the bargaining implications of this material.

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

(c) within one month reports of resignations, retirements, deaths and any other revisions in the data listed in Clause (401b), with effective dates.

(d) when a leave of absence under the terms of Article 10 is granted.

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

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

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

ARTICLE 5 – REPRESENTATION AND MEETINGS

Unit Chairperson and Stewards

(501) The unit chairperson or, in their place, the local representative of the Union, as the case may be, shall notify the Employer in writing from time to time of the names of the stewards and unit chairperson, the effective dates of their appointment and the names, if any, of those former

stewards and chairperson whom they may be replacing. The number of stewards shall not exceed 75 except with the consent of the Employer.

(502) When a steward leaves the premises of the Employer, the Union may designate an alternate to replace such steward by notifying the person in charge of the department in which they are employed. The names of regularly designated alternates shall also be forwarded to the director of labour relations (or their designate).

(503) A steward may, with the consent of their supervisor or manager, be permitted to leave their regular duties for a reasonable length of time for the purpose of investigating and adjusting grievances in accordance with the grievance procedure set out in Article 26.

(504) A supervisor or manager shall not unreasonably withhold their consent from a steward who has been recognized by the Employer as provided in this article, to leave their regular duties for the purpose of investigating and adjusting grievances in accordance with the grievance procedure set out in Article 26.

Union Executive

(505) The Employer agrees to make every effort to schedule any employee who is a member of the Union executive committee to shifts of which the regular quitting time is not later than 6 p.m. on those days on which executive committee meetings are scheduled and when such employee is required to be in attendance.

Labour-Management Meetings

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

a) Informational meetings.
b) Meetings related to the resolution of grievances.
c) Meetings related to the negotiation of collective agreements.

Meetings specified in (a) above may be held at the request of either party between the director of labour relations (or their designate) and any other representative of the Employer designated by the employee, and up to three employee representatives of the bargaining unit. The local president and the local representative of the Union may also attend such meetings. Agreement to meet shall not be unreasonably withheld by either party.

Meetings specified in (b) above shall be governed by the provisions of Article 26.

With regard to meetings specified in (c) above, the Employer agrees to recognize a bargaining committee appointed by the Union to a maximum of four employee members, including the unit chairperson. The Employer further agrees to meet with such Union bargaining committee within the period of time specified in the Ontario Labour Relations Act, or as may be specified in Article 27, for the purpose of negotiation of collective agreements.

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

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

When employees are required to attend meetings under the provisions of (a), (b) or (c) of this clause, there shall be no reduction in regular straight-time pay. This includes meetings called by an appointed conciliation or mediation officer.

Union Activities

(507) Unifor Local 87-M agrees that senior executives of the Union, as designated by the Union, shall meet with senior representatives of the Star at regular intervals during the life of the contract to discuss the resolution of problems, ways and means of improving productivity, and the establishment of principles that should guide the parties in the resolution of future differences.

(508) There shall be a labour-management committee in each department that shall meet no less than every two months to discuss and resolve workplace issues that are not related to grievances or collective bargaining. There shall be up to three members on the committee from each of the Union and the company. The co-chairs of each committee will be the department head and the Union chief steward. Meetings shall be scheduled during working hours and no employee shall lose regular pay for attending. For the purpose of this clause, “each department” shall be Editorial, Advertising, Finance and Administration and Circulation.

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

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

ARTICLE 6 – PROBATION PERIOD, DISCIPLINE AND DISCHARGE

Probationary Period

(601) Except as referred to otherwise in this clause, all persons newly employed (including both full-time and part-time) who are covered by the terms of this collective agreement shall be on probation until they have actually worked a period of continuous service composed of 65 normal shifts (as defined in Clause (701)). All persons newly employed (including both full-time and part-time) in Finance and Administration Groups 1 and 2, Circulation Sales Division Group C, Editorial Groups 1(A) and 1(E), TSS Sales Representative (3A) and Public Relations and Promotion Groups 1 and 2 who are covered by the terms of this collective agreement shall be on probation until they have actually worked a period of continuous service composed of 130 normal shifts (as defined in Clause (701)). The probationary period for employees in Editorial Group 3 and above may be extended for an additional 33 normal shifts (as defined in Clause (701)) of continuous service of actual work performed by the said employees at the request of the Employer.

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

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

Probationary Employees

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

(604) A probationary employee shall receive all the benefits of this collective agreement not otherwise excluded and provided that the employee fulfills the time limits of the respective plans during their probationary period. For greater certainty, the dismissal of a probationary employee during their probationary period regardless of cause shall not be made the subject matter of a grievance or submitted to arbitration by the employee, the Union or otherwise.

Discipline and Discharge

(605) No employee, other than an employee who at the time of discharge has not completed the appropriate probationary period specified in Clause (601), shall be discharged except for just and sufficient cause or to reduce staff. No employee shall be disciplined except for just and sufficient cause.

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

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

Sunset Clause

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

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

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

(609) Following a disciplinary interview(s), and where the Employer now intends to discipline, suspend or discharge the employee, the Employer will ensure the employee and the Union are provided with written notice of such final action, including the general reasons for the disciplinary action. Where a final decision has not been concluded following the interview, the Employer shall render its final decision in writing within seven calendar days of the interview and will include with such decisions the general reason(s). While the Employer understands the need for the timely administration of such disciplinary action, should a time extension become necessary the parties agree to not unreasonably withhold such a request. The Employer agrees to provide the aforementioned decision to the Union at the same time as the employee.

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

Temporary Employees

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

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

Where the Employer intends to offer an extension, it will make best efforts to provide two (2) weeks' notice of such extension to the employee prior to the expiry of the contract.

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

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

- Continuous service of more than three months but less than 12 months – one week of notice or pay in lieu.
- Continuous service of more than 12 months but less than 24 months – two weeks' notice or pay in lieu.
- More than 24 consecutive months – three weeks' notice or pay in lieu.

No Discrimination

(611) The Employer agrees to comply with the Ontario Human Rights Code in all respects. The Employer also agrees that there will be no harassment of any employee for any reason prohibited by the code or for lawful Union activity. The parties recognize the need to commit to equality and diversity in the workplace and that each employee has the right to dignity, respect and fair treatment. Giving effect to the principle of equal opportunity for women, Indigenous people, racialized persons and persons with a disability means more than treating persons in the same way and requires remedial or support measures and reasonable accommodation of differences. The parties acknowledge the value of diversity and cross-cultural education for all employees and agree to work together to create a shared understanding of diversity principles and cross-cultural awareness in the workplace.

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

(613) It is agreed that demotions are not transfers as defined in Clauses (808) to (810) of the collective agreement. It is further agreed that the validity of a demotion is subject to challenge under the terms of Article 26 of the agreement.

Personnel Files

(614) For the purposes of this agreement the term personnel file shall be defined as the file containing an employee's basic employment record but shall not include confidential medical records maintained by the Employer's case management provider or files that are developed in connection with the grievance procedure.

Contingent upon Union agreement that personnel files and information contained therein are the property of the Employer, the Star agrees that a regular employee shall be permitted to read and take copies of documents in their personnel file once a year or whenever the employee has filed a grievance, provided that they make a written request to this effect to their department head. The Employer agrees to provide an employee with an opportunity to read their personnel file on company premises and in the presence of a representative of management within a reasonable period of time following receipt of such written request. The employee shall have the right to have a Union steward present during the time they are reading their personnel file but the Employer shall not have the obligation to advise the employee of this right. An employee shall have the right to have corrected any confirmed error of fact in their personnel file.

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

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

ARTICLE 7 – HOURS OF WORK AND OVERTIME

Hours of Work

(701) The normal working shifts for employees in Finance and Administration, Circulation, Editorial (except Sports and Entertainment writers) and Public Relations and Promotion shall consist of seven hours falling within eight consecutive hours within one 24-hour period. The normal

workweek for these departments consists of five days (35 hours). Employees assigned to the Sports and Entertainment departments may be required to split their work shifts. The number of workdays, the length of the workday and the number of hours in the workweek shall be the same for employees in the Sports and Entertainment departments as for other Editorial employees.

Scheduling

(702) The Employer shall designate the time for all employees to report for work (but not necessarily the same time for each employee on each shift), provided that such time shall be as uniform as possible on each day or night. At least one week's notice of any change shall be given by the Employer in the case of an employee changing between day and night shifts; provided that one day's notice for coverage in the case of resignation, suspension, illness or voluntary absence will be sufficient. Due notice on the previous day of any change of one hour or less in the hours of beginning work shall be given; and at least 24 hours' notice shall be given in the case of an employee changing their starting time by more than one hour from their established starting time. An employee shall not be scheduled to begin a shift earlier than 12 hours after the end of their last scheduled shift. Schedules for shift starting times shall be posted at least two weeks in advance of the week to which they apply.

For the purposes of the foregoing:

(i) Seven calendar days' notice shall constitute "one week's notice";

(ii) 24 hours' notice shall constitute "one day's notice"; and

(iii) Where the starting times or shifts of

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

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

(c) all of the employees in the facility or operation who are in the same classification or group of classifications and are on the same shifts

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

(703) Where the Employer makes a change in starting time in excess of one hour and fails to give notice for such change as required under Clause (702), the employee shall be paid an additional two hours' pay at straight time in addition to payment for actual hours worked.

Where the Employer makes a change in starting time of one hour or less and fails to give notice for such change as required in Clause (702), the employee shall be paid an additional one hour of pay at straight time in addition to payment for actual hours worked.

The foregoing shall apply in circumstances of the Employer's requiring an employee to work a normal shift (as defined in Clause (701)) on a different shift or commencing at a different starting time. In the event that the Employer requires an employee to perform additional work before his/her anticipated shift starting time and then to work a normal shift as scheduled, the foregoing shall not apply. In those circumstances, provided that the employee works the additional hours as well as the full scheduled shift he/she shall be compensated for the additional pre-shift hours worked as overtime in accordance with Clause (709A) and paid at his/her regular straight-time hourly rate for work performed on his/her normal shift.

(704) In the operation of the workweek the Employer shall designate the time off for each member of the staff and may rotate weekends. Schedules for days off shall be posted at least four weeks in advance of the week to which they apply. In any two consecutive pay-week period employees shall not be scheduled to work normal working shifts as defined in Clause (701) for more than six consecutive calendar days except with the consent of the Employer and the employee.

(705) Each employee is entitled to at least one 12-hour interval in every 24-hour period, unless agreed to otherwise by the employee, provided that the full shift following the interval (if required by the Employer) shall be worked at straight time in spite of a later starting time.

Meal Periods

(706) All working shifts exclude an unpaid lunch period between 30 and 60 minutes, duration to be designated by the Employer. The time of meal periods shall also be designated by the Employer having regard to the regular work schedule, but meal periods shall not start earlier than two hours after the commencement of a shift nor later than five hours from the commencement of a shift, except that lunch time if authorized and worked will be paid for at the overtime rate.

Relief Periods

(707) Fifteen-minute relief periods are at the discretion of the Employer. In the administration of the relief periods, the Employer is committed to ensure that employees are provided with the meal period described in Clause (706) and/or relief periods equal to one hour of the eight consecutive hours described in Clause (701). For clarity, the total combined duration of the meal period and relief periods will not exceed one hour in length within eight consecutive hours.

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

Overtime

(709)

(a) Except as provided elsewhere in this agreement, all time required and authorized by the Employer in excess of the unit of hours constituting a work shift or a workweek shall be considered overtime and shall be paid at the rate of 1½ of the regular straight-time hourly rate. Pre- and post-shift overtime worked (in quarter-hour units) shall be paid at the rate of 1½ of the regular straight-time hourly rate for the first 2½ hours of overtime worked and double time thereafter. Subject to legality and to conditions set out hereinafter, employees may elect to be compensated for authorized overtime worked either in cash or in time off, in either case to be calculated at the appropriate contract rate for the overtime worked. When an employee requests to be compensated for overtime worked in time off, such time off must be arranged at a time which is agreeable to both the Employer and the employee within three calendar months following the date upon which the overtime claim was filed. If it is not possible to arrange such time off at the mutual convenience of the Employer and the employee within the aforementioned three calendar-month period, the employee shall be compensated for the overtime worked in cash. Night and job differential shall be included in of the calculation of overtime. The Employer will endeavour, as far as possible, to rotate the opportunity of overtime in a fair and impartial manner.

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

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

i. The Employer first solicits volunteers from within the appropriate work group (e.g. the same classification, or within the same classification a person with the required job skills) on the basis of past practice in the relevant department.

ii. The Union agrees to assist the Employer in soliciting a volunteer.

iii. If a volunteer is not found, the Employer can require mandatory overtime from the most junior employee.

iv. The Union and the Employer will maintain a list, in each relevant work area, of employees who are exempt from mandatory overtime on the grounds of health, safety or compelling personal circumstances.

v. Paragraph (iv) shall also apply to pre- and post-shift overtime. The parties may agree through the employee relations committee to a list of employees who are exempt from mandatory overtime on the grounds of compelling personal circumstances. It is understood that the failure of the parties to make such an agreement may be reviewed by labour relations at the request of either party. However, the decision of the company is not grievable or subject to arbitral review.

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

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

Sunday Pay

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

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

Call-in

(713) Except as provided in Clause (708), a full-time employee called to work on an off day shall receive overtime with a minimum of one shift at straight time for working two-thirds of the length of the shift if required in addition to their regular weekly salary, provided that the provisions of the workweek are fulfilled, and that the employee, except for their own sickness, works an extra shift in the pay week.

Call Back

(714) Any employee called back to work after their regular working shift shall not be paid for time travelling to and from work, but the employee will be guaranteed a minimum of five hours' pay at the overtime rate for which they will give equivalent service if required at that time.

Meal Allowance

(715) Whenever the finishing time of an employee working a day shift extends beyond 7 p.m. in Public Relations and Promotion, Finance and Administration, Circulation and Editorial and when in the same shift the employee works more than one hour of authorized post-shift overtime, then (at the Employer's option) either (a) a supper period of between 30 minutes and 60 minutes (as determined by the Employer) will be given without pay and a supper allowance of $10.25 paid or (b) no supper period given and the $10.25 supper allowance added to the overtime pay earned. Whenever an employee working a night shift works in excess of one hour of authorized post-shift overtime, such an employee shall receive (at the Employer's option) either (a) a supper period of between 30 and 60 minutes (as determined by the Employer) without pay plus a meal allowance of $10.25 or (b) no meal period and the $10.25 meal allowance shall be added to the overtime pay earned.

Night Premium

(716) An employee whose working schedule requires the employee to work before 6 a.m. or after 7 p.m. in the case of Editorial (except Sports and Entertainment Reporters), Finance and Administration and Circulation, and before 7 a.m. or after 8 p.m. in Public Relations and Promotion, shall be paid 10 per cent more than their straight-time rate for each shift so worked to a maximum of $13 per shift.

(717)

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

(b) It is agreed that Clause (717A) will be interpreted in accordance with the principles set out in the arbitration award of Mr. Martin Teplitsky dated Jan. 31, 1978, in connection with the grievance of the Union on behalf of Mr. Alex Dorosh.

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

ARTICLE 8 – HIRING, PROMOTION AND TRANSFER

Vacancy

(801) A vacancy occurs when an employee resigns, retires, dies, is promoted, transferred to another classification and/or department or is dismissed; when an additional employee is to be hired; or when a new position in the bargaining unit is established. A change in job title, where the job function and core duties remain the same, does not constitute a new position under this clause.

The Employer retains the right not to fill a vacancy.

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

The Employer shall post notice of the vacancy on the Human Resources department's job vacancy boards and on the bulletin boards in all departments and Toronto Star satellite offices and shall send a copy to the Union. The Employer agrees to receive for five working days (and for seven days if an employee is on vacation for the posting period) from the date of posting notice written applications from employees. For purposes of this clause only, Saturdays and Sundays shall not be considered as working days. Employees who wish to be considered for vacancies in specific classifications or for promotion or transfer may file standing applications with the human resources department and their departmental managers. In all classifications except Columnist (Editorial Group 1E), the Employer will not hire suitable candidates from outside the company prior to first consideration being given to employees who have applied pursuant to the procedure outlined herein.

It is understood and agreed that it is the intent of this clause to encourage the promotion of employees from inside the company and to continue the company's policy of promotion from within whenever qualified candidates for such promotion are available. Any employee who has applied to fill a vacancy in accordance with the terms of this clause and who can demonstrate that they meet the requirements stated on the job posting shall be entitled to an interview. The Employer shall not be required to interview an applicant more than once within a 12-month period when that applicant applies for the same job more than once within that time period, unless the applicant can provide evidence in writing which demonstrates that the employee’s qualifications for the job have improved significantly by virtue of specialized training and/or education. Interviews will be conducted by representatives of the Employer designated by the Employer.

Nothing in this clause precludes the Employer from selecting and interviewing external candidates simultaneously with internal candidates; however, if a qualified internal candidate meets the requirements of the position, the internal candidate shall be awarded the trial period.

(b) Notwithstanding the above, the Employer shall not be required to post a vacancy for which there was a prior vacancy that was posted and filled within the past two months so long as there were qualified internal candidates to the prior posting who were not successful in the first posting. The vacancy (or vacancies) may, at the option of the Employer, be filled with the previously identified, qualified internal candidates.

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

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

(e) A candidate for a trial period shall be selected on the basis of qualifications and abilities, including, without limitation, type of experience, educational qualifications, training, individual abilities, reliability and attendance. If, in the opinion of the Employer, two or more candidates for a trial period are capable of performing the work of the higher classification satisfactorily and are relatively equal in respect of their qualifications and abilities, then length of service will be the controlling factor in selecting the candidate for the trial period. If the candidate selected proves themself suitable, able and competent to perform the duties of the higher classification and satisfactorily completes a trial period as specified in Clause (804), they shall then be confirmed as a regular employee in that job.

(f) An employee upon request will be given the opportunity to discuss with their department head the reasons why their application for a vacancy was declined. Upon written request such employee will be provided with a written confirmation of the reasons why their application was declined. Employees whose applications are declined are encouraged to seek counselling from Human Resources as to what steps they should take for the purpose of enhancing their qualifications for future job opportunities within the company.

(g) During a trial period and at any time prior to confirmation pursuant to Clause (802E), an employee may return to their former job and salary if they so desires or may be returned thereto if the Employer determines that the employee is not performing the duties of the higher classification satisfactorily or is not suitable, able, or competent to perform such duties. In either event, other employees who have been promoted as a direct result of the promotion that the employee accepted may be relocated in equivalent positions or be returned to their former jobs and salaries. The last person employed as a result of the promotion may be dismissed if other suitable employment cannot be found.

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

(i) The lived experience of internal and external candidates who are members of Indigenous, Black, racialized and 2SLGBTQ+ communities, persons with disabilities, and other equity deserving groups shall be taken into consideration as a form of qualification or experience as applicable to

a posted position. The Employer agrees to prioritize consideration of the above mentioned equity deserving groups in the process of recruitment and selection.

(803) In the event that a promoted employee:

(a) elects to terminate their trial period, or

(b) at any time during the trial period or following promotion to and confirmation in a higher classification, is found not to be suitable, able or competent to perform the duties of the higher classification or fails to perform such duties to the satisfaction of the Employer,

and is returned to their former job and salary, such return shall be confirmed without prejudice to the employee's future promotion opportunities, provided, however, that any application by such employee for promotion to the same higher classification made within nine months of the date of their return to the former job need not be considered by the Employer.

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

The Employer acknowledges that the return of a promoted employee to their former classification during or after the trial period may, if disputed by the employee, constitute the proper subject of a grievance under this agreement.

An employee who has been confirmed by the Employer in a higher classification shall not, without their consent, be demoted therefrom solely on the basis of their physical inability to perform the duties of the higher classification to the satisfaction of the Employer where the employee is or was entitled by reason of such disability to compensation in accordance with the terms and conditions specified in Clauses (1306) and (1308) of this agreement.

(804) An employee who is promoted or transferred to a higher classification in accordance with Article 8 shall be confirmed in that classification not later than three months after commencing work therein, except that employees in Finance and Administration Groups 1, 2, 3, 3(A), 3(B), and 4, Circulation Sales Division Group C, Editorial Groups 1, 2, 3 and 3(A), and Public Relations and Promotion 2, shall be confirmed not later than six months after commencing work in these classifications. The above limits may be extended or waived by mutual agreement with the Employer, the employee and the Union.

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

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

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

The terms of this clause shall not apply to employees working in a higher classification for the purpose of covering an authorized leave of absence or absence due to sickness, except that employees covering such absences shall be confirmed in the higher classification in accordance with the trial period provisions specified in this clause where the absent employee terminates their employment. For these designated exceptions, the Employer shall (within 30 days of the date of receipt by the Employer of notification that the employee whose job is being covered is not returning to work) either confirm the employee covering the absence in their new position or return the employee to their previous job, in which case such employee shall be given service credit for time worked in the higher classification.

(805) An employee promoted to a higher classification shall be classified therein so as to receive at least the salary rate to match the salary in that classification next above that received in the lower classification, provided that their increase shall be to the rate that provides an increase which is not less than $10 per week — except in the case of Promotions which are to paid at the top rate of the higher classification. Notwithstanding anything stated herein however, no promotional increase shall result in an employee's basic rate of pay exceeding the fully qualified straight-time rate for the classification and provided further that at no time during their progress through the steps in the higher classification shall their salary be lower than it would have been through progress in the lower classification. Further step-up increases in the new classification shall be paid starting with the next payday after the anniversary of employment in that higher classification.

Temporary Assignments

(806) With the exception of regularly designated assistants when they carry on the duties of their chiefs, an employee shall receive the rate of pay of the higher classification, which shall not be less than $2 per shift, for those shifts in which the employee actually performs work for the Employer in the higher classification for a period of 3½ hours or more during the regular hours of a normal working shift as defined in Clause (701).

The sole exception to paragraph 1 of this clause is that an employee working in a higher classification shall be paid the rate of the higher classification for a recognized holiday shift in which the employee does not actually perform work, provided that the employee has actually

performed work in the higher classification for his/her 10 consecutive regularly scheduled shifts immediately preceding the recognized holiday and for his/her 10 consecutive regularly scheduled shifts immediately after the recognized holiday.

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

(807) An employee in the bargaining unit need not accept a temporary assignment to a job outside the bargaining unit. If such an assignment is accepted, all the provisions of this agreement shall continue to be applied during the period of such temporary assignment. With the exception of regularly designated assistants when they carry on the duties of their chiefs who are excluded from the bargaining unit, an employee being paid at a minimum contract rate shall receive a rate of pay 15 per cent higher than the basic scale for the employee's regular classification or, in the case of an employee being paid at a premium rate, 10 per cent higher than actual salary, whichever percentage produces the higher rate of pay for each full shift so worked.

(808) Except as may be required by Article 17 and Article 18 or to meet the accommodation requirements of the laws of the Province of Ontario or as specified in this agreement, employees shall have the right to refuse promotion or transfer to another classification or to a type of work not covered by their classification and/or department without prejudicing their position.

(809) Employees working in classifications covering administrative functions shall be subject to transfer to other classifications of a similar nature within the department in which they work. Such a transfer shall not involve any reduction in rate or level of benefits. The question of whether such a transfer is between classifications of a similar nature and/or is reasonable shall be subject to the grievance procedure as specified in Article 26. As an alternative to the acceptance of a transfer under this section, an employee may elect to resign with termination pay in accordance with the terms of Clause (1901a).

(810) In the event of reorganization requiring transfers to other job classifications other than those referred to in Clause (809), the transferability of employees shall be a matter for discussion with the Union. Should no agreement be reached, the matter may be referred to arbitration as provided for in Article 26 as to whether the proposed transfers are reasonable in the circumstances. Such transfers may not be implemented unless authorized as a result of discussions between the parties to this agreement, by arbitration decision or by the consent of the employee or employees concerned.

(811) Any employee in the Editorial department including Group 3A may be transferred from one office and/or bureau to another office and/or bureau. If the location of the office or a bureau to which the employee is transferred is more than 51.2 km from the office or a bureau from which the employee was transferred, the employee shall be entitled to at least three months' notice

(which may be waived by the employee) along with a payment of reasonable moving expenses for the employee and their family provided that a change in residence is reasonably required as a result of the transfer. The company's discretion to give the employee more than three months' notice will be exercised fairly. Any disagreement as to whether or not a change of residence is reasonably required under these circumstances may be submitted to arbitration under the terms of Article 26.

Except as provided hereinafter, an employee in any other department may be transferred to and from the City of Toronto with their consent with three months' notice and by payment of all reasonable moving expenses for the employee and their family if a change of residence is reasonably required as a result of the transfer. It is agreed that the Employer shall not be precluded from implementing a staff reduction by virtue of the refusal of an employee to transfer either to or from the City of Toronto. When the Employer finds that it must transfer an employee to or from the City of Toronto in order to effect the staff reduction it requires, the employee named to be transferred shall not be permitted to refuse the transfer that shall be subject to the notice and moving expense provisions set out in this clause. The amount of notice may be waived or reduced with the consent of the employee. The employee named to be transferred may elect to resign with staff reduction termination benefits as set out in Clause (1901b) as an alternative to acceptance of the transfer.

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

(812) The Employer will create a future opportunities pool to accommodate expressions of interest from members of the bargaining unit for employees to notify management of intentions, career aspirations and highlight skills and experience. Applications to the future opportunities talent pool will be kept on record by the Human Resources Department. It is the right of the employee to withdraw any applications made to this future opportunities pool.

ARTICLE 9 – GENERAL WAGE PROVISIONS AND SALARIES

New Employees

(901) In the application of the schedule of salaries to new employees, set out in Appendix C, experience shall include all employment in comparable work. The Employer has the right to validate any experience claim. Employees shall be confirmed as to job title and experience rating by mutual agreement between the Union and the Employer from the date of employment. Every reasonable effort will be made by the Union to confirm the experience rating of new employees within 30 days after receipt of the listing provided in Article 4.

(902) Except as provided in Articles 8, 17 and 18, and when an employee is demoted at their request with the consent of the Employer, there shall be no reduction in salaries during the life of this agreement.

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

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

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

Salaries

(905) The weekly salaries as set out in Appendix C shall be in effect during the period of this agreement. A weekly salary shall be defined as the minimum rate of pay for a normal workweek as defined in Clause (701).

The weekly base salaries in appendix C of the collective agreement shall be increased by the following amounts effective on the following dates:

a. July 1, 2022 – 1%

b. January 1, 2023 – 1%

c. January 1, 2024 – 1%

d. January 1, 2025 – 2%

e. January 1, 2026 – 1%

Additionally, effective January 1, 2023, weekly salaries in the Torstar.com department of appendix C to the collective agreement shall be increased by one per cent (1%).

Eligible employees will participate in the "Profit Sharing Plan for Unionized Employees of the Toronto Star." The plan, attached as Appendix B, shall remain in effect for the duration of the collective agreement.

ARTICLE 10 – LEAVES OF ABSENCE

General

(1001) It is recognized that subject to the requirements of law, all leaves of absence must not interfere with the normal business of the Employer, but permission shall not be unreasonably withheld.

(1002) Upon application in writing, leaves of absence of up to six months (or up to one year for educational purposes) may be granted at the discretion of the Employer for good and sufficient cause.

(1003) All requests for leaves of absence shall be in writing from the employee to the department head. All leaves of absence are without pay unless otherwise specified in this agreement.

(1004) In leaves of absence exceeding three months, other than pregnancy or parental leaves taken in accordance with Clause (1005) and the Employment Standards Act, the employee must advise the Employer in writing at least one month before the expiry of the leave of their intention to return to their position; failing such notice the position need not be held open.

Pregnancy Leave

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

For employees who qualify for Employment Insurance benefits during the pregnancy leave, the following salary provisions will apply:

a) the Company will pay seventy percent (70%) of the employee's regular weekly salary during the Employment Insurance Benefits (EI) waiting period;

b) for the remainder of the pregnancy leave, the employee will receive a Supplemental Unemployment Benefit (SUB) payment equal to the difference between the payment in (a) above and the amount of EI pregnancy benefits. At no time will the SUB payments exceed fifteen (15) weeks;

c) An employee who terminates employment prior to or within eight weeks after her return to employment shall reimburse the Employer for the SUB benefits paid by the Employer to the employee.

Parental Leave

(1006) Employees shall be entitled to parental leave in accordance with the Employment Standards Act, R.S.O. 2000 and company policy.

During the parental leave the following salary provisions will apply:

a) an employee, except for those employees who qualify for pregnancy leave, will be granted a leave of absence with pay of ten (10) days to be taken at the time of the birth of their child; or at the time the adopted child comes into the custody, care and control of the employee for the first time. This does not apply to the adoption of a spouse's or common-law spouse's child.

b) any further periods of parental leave will be without pay.

Bereavement Leave

(1007) In the event of the death of a spouse, common law spouse (including same-sex partner), child or stepchild, parent, parent-in-law, step-parent, legal guardian, brother or sister, brother-in-law, sister-in-law, grandparent or grandchildren, an employee shall be eligible at their option for one to a maximum of five consecutive calendar days off with pay for bereavement leave for any regularly scheduled days not worked during the five calendar days immediately following the day of death.

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

Domestic Violence Leave

(1008) An employee who is the victim of domestic violence or faces the immediate threat of domestic violence will be eligible for a leave of absence with pay for up to four weeks. The Employer reserves the right to require verification from a recognized professional including the employee's physician, legal counsel or licensed mental health professional. Nothing described in this article precludes the Employer from granting additional time off, with or without pay, for compassionate reasons.

Jury or Witness Duty

(1009) A regular employee called for jury duty or subpoenaed as a witness will be paid the difference between jury duty or witness pay and their regular pay while so serving upon production of jury notice of subpoena, if requested, unless the employee's appearance is the result of activity outside their scheduled working hours, for which they receive remuneration, and which could reasonably be expected to involve court appearances, and unless the employee is in any way in violation of the terms of Clause (2301) of the collective agreement. If the employee's

attendance as a juror or witness exceeds one-half of a scheduled shift in a day of service, they will not be required to work.

Deferred Compensation Leave

(1010) Employees shall be entitled to participate in a deferred compensation leave plan in accordance with the supplemental agreement, which is attached to and forms part of this agreement.

Union Leaves

(1011) In any calendar year, the maximum number of employees who may go on leave of absence under this clause shall be 10, and not more than three from any one department. Leaves covering employees in excess of this number may be granted with the consent of the Employer, which shall not be unreasonably withheld.

(a) If an employee is elected or appointed to any office of Unifor, the Canadian Labour Congress, the AFL-CIO or affiliate thereof, such employee, on their own written request, shall be given a leave of absence.

When a leave of absence under this paragraph extends to more than two years, the employee shall give not less than two months' notice of their intention to return to staff.

An employee on leave of absence of more than five working days but less than two years shall give three weeks' notice of their intention to return to staff. An employee on leave of absence of five working days or less shall give the Employer at least 48 hours' notice of the commencement of the leave; an employee on a leave of absence that extends to more than five working days shall give the Employer at least two weeks' notice of the commencement of the leave. When an employee returns from such Union leave, as described above, the Employer agrees to make its best efforts to return such employee to the assignment held prior to the leave. Should this not occur, the employee will be returned to the same classification to which they left.

(b) Upon request in writing, a leave of absence shall be granted to an employee elected or appointed delegate to conventions of Unifor, the Canadian Labour Congress, AFL-CIO, or any other organization with which Unifor is affiliated, and to delegates to special meetings called by Unifor. Such delegates shall give the Employer at least two weeks' notice of their intention to attend such conventions or meetings and shall state in writing the duration of their absence at the time of their request.

Military Leave

(1012)

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

(b) Permanent employees who are members of reserve units of the Canadian Armed Forces may apply for leaves of absence to attend periods of annual training that are required as a condition of participation in such reserve units. Requests must be made in writing to the Employer prior to May 1. The Employer will give consideration to such requests pursuant to Clause (1001) of this agreement.

Political Leave

(1013)

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

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

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

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

ARTICLE 11 – RECOGNIZED HOLIDAYS

(1101) Except in the case of employees whose dismissal for cause or whose resignation is effective prior to the recognized holiday, regular employees working in the calendar week in which a holiday occurs shall be entitled to the following recognized holidays with full pay: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

It is understood that holiday shifts shall be those shifts which start within the 24 hours which constitute the day of the holiday, but no employee shall be compensated under this article for more than one such shift per holiday. It is agreed that in the event that an employee works two shifts starting within the 24 hours of the holiday only the shift of which the greater number of shift hours fall within the 24 hours of the holiday shall be paid for or compensated for as a holiday shift. Part-time employees whose base hours are scheduled on a recognized holiday, but who are not required to work on the recognized holiday, will be paid the scheduled base hours for that day.

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

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

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

Religious Holidays

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

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

An employee wishing to make such an exchange must irrevocably notify the Employer in writing of the desire to exchange holidays at least eight weeks in advance of the date the employee wishes to take in substitution for a Clause (1101) holiday. Once the employee has notified the employer of such exchange, the substitute day identified by the employee shall be deemed for all purposes in regard to said employee to be a Clause (1101) recognized holiday and the holiday for which it is exchanged shall be deemed for all purposes in regard to said employee to be an ordinary non-premium day.

Notwithstanding any other provision of the agreement, an employee making an exchange shall do whatever work is assigned by the Employer at the employee's regular straight-time rate of pay unless the work is for a higher classification, in which case the provisions of Clause (806) shall apply.

ARTICLE 12 – VACATIONS

(1201) For the purpose of vacations, a year of service shall be deemed to commence on the anniversary date of hire and to end on the date prior to the anniversary date in the succeeding year. After one year of continuous service employees shall receive an annual vacation of three weeks with full pay. Employees with less than 12 months of continuous service with the Employer will receive 1½ days for each month of continuous service or major fraction thereof up to 15 days.

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

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

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

(1202) Vacations in each vacation group shall be arranged by the Employer according to length of service. Vacation lists shall be posted in the departments concerned prior to Apr. 15, and any employee who fails to choose a vacation time prior to Apr. 1 may lose the priority to which the employee's seniority entitles them.

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

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

(1203) Upon termination of employment an employee shall receive accrued vacation pay at the rate of 1½ days (two days when entitled to a fourth week, or 2½ days when entitled to a fifth week or three days when entitled to a sixth week) for each month of continuous service following the last vacation period ended Dec. 31 but in no case shall the total vacation pay be greater than that of the number of days to which they would normally be entitled.

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

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

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

(1206) If at the request of the Employer an employee is unable to take their vacation in any year by Dec. 31, they shall be paid in cash for any vacation remaining in that year, or the employee may at their option, carry over such remaining vacation to be taken not later than May 30 of the following year. Except as set forth in this section, vacation cannot be carried over to increase the vacation in any subsequent year.

(1207) The Star agrees to permit employees who have earned a fifth and/or sixth week of vacation to "bank" the fifth and/or sixth week so that it may be taken immediately prior to retirement. Under these circumstances, such accumulated vacation shall be paid at the rate of pay earned at the time when such vacation is taken. If an employee's employment relationship with the Star ends for some reason other than retirement (resignation, discharge, disability, death, etc.), accumulated "banked" vacation will be paid off as a lump sum at the rate of pay at which each accumulated "banked" week was actually earned. Under no circumstances may "banked" vacation be taken except immediately prior to retirement or upon termination or death, when cash in lieu will be paid as described herein.

(1208) The following provisions shall apply with respect to employees within the bargaining unit who have become entitled to long-term disability payments or will become entitled to same during this collective agreement:

(a) When an employee's absence due to sickness or disability extends beyond the initial six month short-term disability period as established by Clause (1306) they will, for the purposes of Article 12 of this collective agreement, be entitled to all vacation credits to which they would otherwise be entitled and will also be considered to have earned

further vacation credits as though they had worked their regular work schedule during the initial six-month disability period.

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

(c) Upon the commencement of payment of such long-term disability benefits, the employee's sole entitlement to remuneration, benefits or income shall be as provided for in Article 13 of the collective agreement and, for greater certainty, the employee shall not be entitled to receive any further vacation pay or credit unless and until they return to active employment and thereafter becomes entitled to vacation pay in accordance with Article 12 of the collective agreement.

(d) Except as provided for herein, the provisions of the collective agreement with respect to Vacations (Article 12) and Sick Leave (Article 13) shall be applied in accordance with their terms and any employee on short-term disability pursuant to Clause (1306) of the collective agreement shall, unless and until their circumstances dictate the application of the foregoing, receive and be entitled to vacation credits in accordance with past practice.

ARTICLE 13 – SHORT- AND LONG-TERM DISABILITY

Notification to Employer of Employees Absent due to Sickness or Disability

(1301) An employee absent due to sickness or disability shall notify their supervisor (or his/her delegate) within their department of inability to report to work and shall at the time of notification indicate the probable duration of the absence. Such notification should be made no later than one hour prior to the start of the shift in question. The Employer shall not be required to pay benefits for any missed shift when notification of absence has not been given. Such notification must be made by the employee unless the nature of the sickness or disability makes this impossible and this can be corroborated to the satisfaction of the Employer.

Reporting in While Absent due to Sickness or Disability

(1302) Unless otherwise notified by the Employer, an employee absent due to sickness or disability must phone in daily (following initial notification as specified in Clause (1301)) to their supervisor, or to a representative of the Employer within their department. An employee who provides medical evidence (which may be required in writing) as to the expected minimum duration of an ongoing illness or disability shall not be required to phone the Employer daily, but call-in direction shall be at the discretion of management.

Returning to Work Following Absence due to Sickness or Disability

(1303) An employee returning to work following an absence due to sickness and/or disability shall if possible give notice to their supervisor (or his/her delegate) within their department of their intention to return on the previous day and within appropriate departmental business hours. Notice of intention to return to work of at least one hour prior to the start of the shift shall be the minimum requirement if it has not been possible to give notice the previous day. Unless otherwise instructed, an employee shall in the first place report to their supervisor before starting to work.

Employees who comply with the foregoing reporting procedure, but for whom no work assignment is available, shall be paid at the straight-time rate for the shift or shifts they were prepared to work. If the employee does not comply with the foregoing procedure and reports to work but there is no work assignment, they shall be sent home without pay. It will be the Employer's responsibility to advise the employee whether there is work available when the employee provides satisfactory medical documentation of their fitness to return to work, provided the Employer has given notice to the employee that the documentation will be required.

Medical Evidence Satisfactory to the Employer

(1304) The Employer reserves the right to require medical evidence satisfactory to the Employer for the purpose of verification of absence due to sickness or disability or for the purpose of determining fitness or unfitness to work. Whenever an employee has completed a five-month period of service without absence due to sickness or disability, they shall not be required to provide a doctor's certificate for the first subsequent absence due to sickness or disability of two consecutive working days or less but not to exceed two occasions in any 12-month period. This shall in no way preclude the Employer's right to a satisfactory verbal explanation for such absence from the employee.

(1305) It should be understood that the Star has the unilateral right to introduce any form authorizing the release of medical information by an employee to the Employer, provided such form, and its use, are not in violation of the terms of the agreement. It is equally understood that should the Star introduce such a form, employees would be under no obligation to sign it, and the form shall so state.

Sick Pay

(1306) All employees, regardless of age, are entitled to this benefit in accordance with the terms and conditions specified herein.

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

(1307) If an employee receives pay for a recognized holiday they will not receive sick pay for that day. No deductions shall be made for sick leave from overtime accruing to the employee.

(1308) Clause (1308) only applies to employees who are less than 65 years old:

(a) After the first six (6) months of a disability absence and so long as total and permanent disability can be demonstrated, the employee will receive a monthly income of 60 per cent of their basic earnings (which is deemed to mean their minimum salary as set out for their regular job classification in Article 9 plus merit pay plus any night differential which they will be entitled to according to Clause (718)(a)) being paid at the end of the initial 6 months' period of disability in accordance with the weekly indemnity long-term disability provisions covering Union members (contained in the Employer's long-term disability plan) as determined by the insurer.

Effective Jan. 1, 1990, employees who have had five or more years of continuous service prior to going on long-term disability and who have been on long-term disability in excess of three years shall be entitled to a special annual compensation adjustment calculated as follows:

Three quarters of one per cent for each full percentage point of increase in the Canada Consumer Price Index for the 12 months previous (January to January comparison) to a maximum of five per cent to be added to the difference between income received from a Canada Pension Plan and/or Workers' Compensation Disability Pension (if any) and the amount of the insured benefit.

(b) Employees in receipt of Long Term Disability (“LTD”) benefits may opt to continue to make employee contributions to the Pension Plan matched by the Employer, based on the gross amount of the LTD benefit. If the employee chooses not to contribute, the Employer will not contribute.

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

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

(e) Payments and entitlement under this plan will terminate at the earliest of the dates upon which an employee resigns, retires, becomes employed in a different

classification, in a different bargaining unit or by a different Employer, receives or becomes entitled to benefits payable under the Pension Plan, or is terminated in accordance with the provisions of Clause (1601) or for just and sufficient cause or to reduce staff. An employee who is in actual current receipt of long-term disability compensation as provided for in Article 13 shall not be subject to staff reduction dismissal; however, should an employee who would have been dismissed by virtue of a staff reduction (had that employee not been on long-term disability at that time) subsequently become fit to return to work, then such employee shall be subject to staff reduction termination at that time, unless the circumstances would normally allow that person to return to work by virtue of their seniority and the continued availability of work in the relevant job classification.

(f) An employee will be considered to be totally and permanently disabled if, during the first two (2) years following the initial six-month period, they cannot perform the duties of their regular job and if, after these two (2) years, they cannot perform the duties of any job for which the employee is suited by way of education, training and experience, as determined by the insurer.

(g) Following the period of disability as defined in Clause (1308)(f) an employee who is capable of performing the duties of his or former job classification shall be entitled to return to their former job classification at a salary not less than that of the prevailing rate at the time of their return to employment (calculated on the basis of their experience rating determined as of the date of the commencement of the sickness or disability absence).

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

(i) Short-term disability benefits will be paid for a maximum of 26 weeks, cumulatively, subject to eligibility. Employees shall be eligible for an additional 26 weeks (cumulative) short-term disability benefits upon return to active employment for 60 calendar days. For clarity, active employment means a return to full shifts and duties and does not include unauthorized absences or absences due to illness or disability. Any unauthorized absence or absences due to illness shall result in a break in the 60 calendar-day period and the number of such days of absence will be added to the 60 day re-qualifying period, such that it is extended by the number of days of such absence. For the sake of clarity, successive disabilities due to same cause will be treated as a continuation of the original disability unless the absences are separated by a return to active employment for 60 calendar days.

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

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

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

Case Management Referrals and Examinations

(1309) Employees may be referred to the Employer's case management provider under the following conditions:

- When requested by a supervisor or manager if the employee has been absent due to sickness three or more times in the course of a calendar year, or when a department head has reason to believe that an employee's behaviour indicates an alcohol or drug abuse problem.

- Information given to the Employer's case management provider during the course of a referral shall be considered confidential as to detail or diagnosis (except when confidentiality is waived by the employee) and the case management provider's report to the Employer or its representative shall be limited in general terms to statements of fitness or unfitness to work or to opinions as to the duration of absences due to sickness or disability.

In the event that any grievance or arbitration proceeding is commenced, and information given to the case management provider as provided for in and protected from disclosure by the foregoing paragraph is or might be relevant or material to the issue(s) involved in such grievance, the employee concerned shall execute such consents as may be required to authorize the release of such information to the Employer, its counsel and any other person who may be

consulted, retained or called upon to testify on behalf of the Employer in the course of any grievance proceeding or in preparation for any arbitration proceeding.

If such consent is requested by the Employer and is not provided, neither the Union nor the employee shall proceed with the grievance or the arbitration proceeding and the arbitrator or arbitration board shall have no jurisdiction to proceed with a hearing into the grievance unless and until the release of the information has been duly authorized and the Employer, its counsel, consultant(s) or witness(es) have been afforded a reasonable opportunity to consider the information and take such further steps as the Employer might consider prudent in the preparation of its case.

In the event that the grievance relates to or might give rise to monetary liability on the part of the Employer, there shall be no such liability and the grievor shall not be awarded any compensation or damages for or in respect of the period during which they withheld consent to the release of information by the Employer's case management provider.

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

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

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

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

Under these circumstances, such tests or examinations, if conducted in the Province of Ontario, shall be carried out without loss of straight-time compensation to the employee. In the event of a doctor's fee not covered by any medical insurance program provided in this collective agreement arising from such tests or examinations, the portion of such fee not covered by insurance shall be paid for by the Employer.

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

In any case involving a disagreement between the employee's physician and Employer's case management provider, at the request of either party a mutually acceptable qualified doctor of medicine shall be selected by the parties to resolve the medical dispute. Their medical findings and opinions shall be conclusive and binding on both parties. This procedure shall be used to resolve medical disagreements only and shall not replace the grievance procedures described in Article 26. Costs of any fees charged by such a third party physician shall be shared equally by the parties.

Nothing stated herein shall in any way modify or negate the terms and conditions of Clause (1308h).

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

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

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

ARTICLE 14 – BENEFIT PLANS

Clauses (1401) through (1408) apply to Employees below the age of 65:

(1401) The Employer agrees to pay 100 per cent of the cost of the Ontario Health Insurance Plan (effective Jan. 1, 1990, Ontario health insurance premiums have been replaced with an annual payroll tax) and of the supplement thereto.

(1402) Subject to the Employer's right to change carriers, group benefits shall be provided to the extent established by (and for clarity, not less than), and in accordance with the terms and conditions of (including with respect to waiting periods, cost sharing, co-payments, eligibility, enrolment, dependents, and exceptions), Sun Life Group Policy #150585 (the "Plan"). Notwithstanding the foregoing, those employees eligible under the Long-Term Disability ("LTD") Plan in effect as of June 1, 2022 may elect to continue to be subject to the coverage and premium terms and conditions applicable to that plan. All others will be subject to the new LTD Plan.

(1403) All employees will pay an after-tax payroll deduction for the premium cost for the Plan. The premium cost-sharing arrangement is that full-time employees will pay 30 per cent of the premium cost and the Employer will pay 70 per cent of the premium cost. The premium shall be adjusted annually by the insurer based on actual plan cost.

(1404) The Employer will pay the premium cost insurance coverage to provide a benefit of $200,000 to be paid in the event of the accidental death of an employee occurring or resulting from injuries sustained in the course of their employment.

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

(1405) The right of an employee to compensation for loss of or damage to their personal property not covered by insurance when occasioned in the course of their employment, and when clearly not the result of carelessness, reasonable wear and tear, or of an illegal act or of a violation of this agreement by the employee, is hereby confirmed in accordance with past practice. This section shall in no way apply to loss of or damage to a personally owned vehicle whether authorized for business use or otherwise.

(1406) 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 Union bargaining agents.

(1407) Common-law spouse shall be defined for all purposes of this collective agreement, with the exception of the Pension Plan, as a person, including a same-sex partner, whose name has been provided, in writing, to the Human Resources department as being a common-law spouse, who have been co-habiting for 12 months or more previous to claiming the benefit that results.

(1408) After three (3) months of active employment, permanent employees shall have access to a Health Spending Account ("HSA") in an amount not less than $400 per calendar year for single coverage participants and $850 per calendar year for family coverage participants for use towards eligible medical expenses, which amount shall be pro-rated during the first year of employment and for part-time employees. The HSA shall be administered in accordance with the Plan carrier's terms and shall not be paid out upon termination of employment. The HSA balance may be carried forward for no more than one (1) year. Should the employer increase HSA entitlement for non-union employees under the plan, bargaining unit employees shall receive the same entitlement.

(1409) Employees on pregnancy and/or parental leave shall receive extended health and dental group benefits coverage for twelve (12) months of such leave.

(1410) Permanent employees shall receive a mental health benefit of up to $5000 per year in accordance with the terms and conditions of the plan.

Employees Aged 65 and older

(1411) Benefit coverage for employees aged 65 and older is as set out in the Letter of Understanding on Benefits for Employees Age 65 or Older.

ARTICLE 15 – RETIREMENT

(1501) For DB Pension Plan participants:
Effective October 1, 2018 the Company's employees who were participating in a DB pension plan sponsored by Torstar or the Company have, amongst other terms, commenced accruing benefits for future service under the DBplus provisions of the CAAT pension plan. Pensionable earnings will be determined under the applicable Company pension plan without reference to a cap in contributions. The contribution rates under the CAAT pension plan for these employees are as follows: 7% of applicable earnings effective October 1, 2018, 8% effective January 1, 2020 and 9% effective January 1, 2021.

(1502) Regular employees of Toronto Star Newspapers Ltd. who were participating in a Torstar Group Registered Retirement Savings Plan arrangement ("GRRSP") as of December 31, 2018: These employees have ceased to participate in the GRRSP and, as of January 1, 2019, now participate in the DBplus provisions of the CAAT defined benefit pension plan at the contribution rates set out below.

(1503) Regular employees of Toronto Star Newspapers Limited who were not participating in a Torstar retirement savings program as of December 31, 2018: These employees have the option of joining the CAAT defined benefit pension plan at the contribution rates set out below.

(1504) New regular full-time employees of Toronto Star Newspapers Limited (whose employment begins on or after January 1, 2019 will be required to participate in the DBplus provisions of the CAAT defined benefit pension plan at the contribution rates set out below.

(1505) New regular part-time employees of Toronto Star Newspapers Ltd. will have the option of joining the CAAT defined benefit pension plan at the contribution rates set out below.

(1506) The applicable contribution rates for the employees described in Articles 1502-1506, above, are as follows:

4% of eligible earnings in 2019;
4.5% of eligible earnings in 2020; and,
5% of eligible earnings in 2021.

ARTICLE 16 – SENIORITY AND SERVICE

(1601) Seniority means length of continuous service. Continuity of service shall be considered broken as set out in Clause (1605). In addition, continuity of service shall be considered broken and employment terminated:

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

(ii) when an employee resigns; or

(iii) when an employee refuses to accept an offer of re-hire into the job classification in which they have worked when discharged by reason of a staff reduction as referred to in Clause (1701); or

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

(v) when an employee, during the first two years following the initial six months' disability who is no longer considered to be totally and permanently disabled refuses to return to their regular job classification as referred to in the provisions of Clause (1308)(f); or

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

If a reason for the absence referred to in Clause (1601iv) is given that is acceptable to the Employer or it is established that the employee has not abandoned their job or where no

discharge has been imposed and has been permitted to continue in employment, the employee shall be allowed to retain any seniority rights accumulated up until the time of the commencement of the absence. Upon return to active employment under this clause, an employee's seniority rights will recommence accruing on the date of the return to active employment.

(1602) In the event a regular part-time employee attains regular full-time employment status, such employee shall be entitled to credit only for straight-time hours worked in the period of their continuous service immediately preceding and contiguous to the employee attaining regular full-time employment status.

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

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

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

(1603) In the event of a disagreement regarding the seniority status of an employee the matter may be referred by the Union to the grievance procedure as set out in Article 26 within 90 calendar days from the date on which the seniority list was issued.

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

a. The employee who commenced work at the earliest hour of the day shall be senior.

b. When the employees commenced work at the same hour, the one who signed the Employer’s application for employment first shall be senior.

c. In the event the above provisions do not result in identifying the more senior employee, the employee who had the greatest amount of temporary service contiguous to commencing as a permanent employee shall be senior.

d. In the event that neither a, b or c results in identifying the more senior employee, seniority shall be determined by the flip of a coin.

Seniority Lists

(1604) The Employer agrees to maintain seniority lists for regularly employed full-time employees and separate lists for regularly employed part-time employees. The lists will be by department as defined in Clause (1702) and will be produced by job classification showing the date from which seniority accumulates for each employee. An updated copy of the listings will be provided to the Union in April of each year.

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

Seniority and Leaves of Absence

(1605) A leave of absence up to three months shall not be deemed to constitute a break in continuity of service. A leave of absence longer than three months, except for any pregnancy or parental leave taken in accordance with Clause (1005) and the Employment Standards Act, shall constitute a break in continuity of service and no seniority rights nor any other benefits shall be accumulated effective from the date of the commencement of the leave of absence. An employee on a leave of absence longer than three months shall be allowed to retain any seniority rights accumulated up until the time of the commencement of the leave of absence. An employee's seniority rights will recommence accruing on the date of the return to active employment.

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

(1607) Benefits that depend on length of service shall be computed from the date of commencing employment or the date of eligibility as determined in the contracts between the Employer and the carriers of group life and health insurance and as further determined by the Toronto Star Pension Plan.

(1608)

(a) An employee who transfers into the bargaining unit without any prior service with the Employer in the bargaining unit, and who may have previous service and/or seniority with the Employer in another bargaining unit or the Management Salary Plan (MSP), shall start to accrue seniority for the purposes of the collective agreement from the date of entry into the bargaining unit.

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

ARTICLE 17 – LAYOFFS

(1701)

(a) The Employer and the Union recognize that every reasonable effort should be made to reduce the impact of the possibility of loss of employment from either (i) the introduction of new processes or new types of equipment or machinery, or (ii) all other types of layoffs, except discharges for cause. The Employer undertakes that reductions in staff shall be based upon sound business requirements.

The following procedures will be in effect during the term of this agreement:

Notice

(b) The Employer shall notify the Union in writing, at least 45 days prior to the effective date of any proposed termination of:

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

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

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

Voluntary Resignations

(d) Within **the 45-day notice** period mentioned above, the Employer shall accept voluntary resignations from other employees in the affected positions in the work classification groups who have not been named for termination instead of those named as specified in (b) above, provided this is acceptable to the employee who has been named to be terminated. The employee accepted for voluntary resignation shall be paid the amount of severance pay provided by Clause (1901b).

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

Layoff of Part-Time Employees

(e) In the event that it is necessary in the discretion of the Employer to reduce part-time staff, the part-time employees who shall be named to be laid off shall be those last employed regardless of the number of hours or shifts that such employees might have worked. Remaining layoffs, if any, shall be made in the inverse order of seniority in each work classification group.

Bumping

(f) If an employee named to be laid off under (b) above has the skill, ability and aptitude to perform work in other classification groups of the same or lower work classification (and within the same department) that is being performed by a more junior employee, the named employee may elect within one week to bump into such work classification to displace the most junior employee while retaining their original seniority.

(g) A part-time employee may not displace a full-time employee.

(i) An employee who bumps into a lower classification in which they have worked shall be paid the top minimum for that classification.

(j) Upon transfer or bump into a work classification in which they have not previously worked, an employee shall receive a new experience rating reflecting previous employment in comparable work and shall be paid a salary in their new job that concurs with their experience rating.

Rights of Displaced Employee

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

Transfers to Available Vacancies

(l) If there is a vacancy in a department or division identified in the preamble of the collective agreement, an employee affected by the layoff may elect to be transferred to that position if they have the skill, ability and aptitude to perform the work. A "vacancy" in such cases may be created by the acceptance of a voluntary layoff option exercised as provided herein by an employee in the same work group in the department or division. Such employee is to be given an amount of severance pay equal to that provided by Clause (1901b).

(m) When an employee affected by the layoff elects to transfer, they shall retain their original seniority for all purposes of this collective agreement. Upon such transfer, the employee shall

receive an experience rating reflecting previous employment in comparable work and be paid a salary for the new job in accordance with that experience rating.

Waiver of Posting Provisions

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

Recall

(o) Recall rights apply to employees who bump into a different classification, bump from full time into part-time employment, have been bumped and who have been involuntarily laid off.

(p) Notwithstanding any of the provisions of this section or Clause (802), employees who have elected to bump or are displaced and chose to transfer pursuant to subparagraphs (f), (h) and (l) shall be given the first opportunity on the basis of seniority to accept recall to a vacancy (on a full-time or part-time basis) to be filled in the classification from which they bumped or displaced. Failing recall of such employees, the company shall recall employees on layoff from the affected classification on the basis of seniority.

(q) Should the Employer desire to fill a vacancy in a classification affected by layoff on a full-time or part-time basis in addition to the staff complement following decrease of staff by layoff, then (except for interim coverage) a person or persons from the affected classification shall be offered recall on the basis of seniority by a letter addressed to their last known address on the Employer's records and a copy sent to the Union before filling the vacancy in accordance with Article 8. However, this privilege will not extend for a period longer than two years from the date of layoff.

(r) A person laid off with recall rights who is notified of a vacancy must notify the Employer of their acceptance within seven days and report for work within two weeks of acceptance or such later date as specified by the Employer, or they would be deemed to have refused the offer of reinstatement to employment. The Employer shall extend the date for reporting for work for a reasonable period where extenuating circumstances exist.

(s) If a person who was laid off with recall rights refuses to accept reinstatement to employment in a position the person previously held, they shall be terminated and recall rights deemed exhausted.

(t) A person who has been laid off and who accepts reinstatement to employment within a period not longer than two years after such layoff shall be allowed to retain any seniority rights accumulated up until the time of such layoff.

(u) No seniority rights nor any other benefits shall be accumulated by the person reinstated to employment during the interval between their layoff and their reinstatement to employment under this clause.

(v) Upon reinstatement to employment under this clause, an employee's seniority rights will recommence accruing on the date of the reinstatement to employment and they will be reinstated in all of the Employer's benefit plans subject to the terms and conditions thereof, and in the same or comparable position held immediately prior to the layoff under the provisions of this clause, and at the applicable minimums for that classification plus whatever dollar differential above minimum they enjoyed when laid off.

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

(1702) For purposes of this article, the following will constitute departments: Finance and Administration; Circulation; Editorial, including Toronto Star Syndicate and Star Library; Public Relations and Promotion; and Torstar.com. Notwithstanding article 1701(f) regarding Bumping, an employee laid off from the Editorial Department may elect to displace the most junior employee in a classification in Torstar.com provided the employee has the required skills, experience, ability, educational qualifications, training and reliability to perform the work.

Contracting Out

(1703) When the Employer intends to contract out work that has been regularly performed by members of the bargaining unit prior to the date of signing of the collective agreement dated Jan. 1, 1992 to Dec. 31, 1994 and when as a result of such contracting out the employment of regular full-time and/or regular part-time members of the bargaining unit will be terminated, the Employer will:

a) give the Union 45 days' notice in writing;

b) sit down with Union representatives within the 45-day notice period to discuss its decision and to consider any alternatives that the Union may present without prejudice to any of its rights with respect to contracting out;

c) in the event that no mutually acceptable alternative to contracting out is found, offer voluntary termination options within the job classification or classifications affected to the extent of the number of positions which would be eliminated as a result of the contracting out, consisting of one week's regular straight-time pay at day shift rates for each five months of continuous service or major fraction thereof for the first 10 years of continuous service, and one week's pay at regular straight-time day shift rates of pay for each four months of continuous service or major fraction thereof for each year of continuous service in excess of 10 years all to a maximum of 65 weeks' pay, plus a once-

in-a-lifetime payment equal to two weeks' pay at regular straight-time day shift rates (all not to exceed earnings if remained in employment to normal retirement age). In addition to the aforementioned termination benefits, those eligible to retire early will be offered supplemented early retirement pensions as set out in Clause (1805)(2)(i), (ii) and (iii) of the collective agreement; and

d) in the event its staff reduction requirements are not met on a voluntary basis proceed in accordance with the staff reduction provisions of the collective agreement including, but not limited to, Clause (1701)(b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l) and (m).

The type of work currently contracted to freelance or space contributors, transfer agents, vending box operators, wholesalers, crew managers or other subscription sales contractors, motor route operators and juvenile or adult carriers shall be specifically excluded from the provisions of this agreement. Otherwise, the Employer agrees that any contracting out must meet the test of being based upon a sound business decision.

Employees whose employment has been terminated involuntarily as a result of contracting out shall be subject to the recall provisions of the collective agreement.

ARTICLE 18 – TECHNOLOGICAL CHANGE

Definition

(1801) "Technological change" means the introduction of electronic input devices, significantly modified types of equipment or machinery, new or significantly modified types of computer software programs or computer hardware or types of equipment or machinery not hitherto employed within the bargaining unit.

(1802) The operation of electronic input devices in departments represented by the Union, such as, but not limited to, cathode ray tubes, video display or makeup terminals, significantly modified types of equipment or machinery or types of equipment or machinery not hitherto employed within the bargaining unit shall not be interpreted as changes in types of work covered by existing classifications, provided that such devices, equipment or machinery are used in the performance of work that is the same as, or similar to, work that has historically been performed within their classifications by employees represented by the Union.

Notice

(1803)

(a) The Employer will give the Union three months' notice prior to the introduction of a technological change that will:

1. create a new job classification significantly different from any existing job classification or significantly alter the job content of an existing job classification; or

2. involve the significant re-training of an employee;

and four months' notice prior to the introduction of a technological change that will result in a reduction of staff.

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

(c) If the Union wishes to make a case for a reclassification and/or change in compensation on the basis of the addition of new work or modification of existing work that is a direct result of the introduction of any technological change, it may file a grievance at any time within the seventh month following any introduction which affects the classification or classifications involved. The parties shall meet within 10 working days of the date of the filing of the grievance. If no agreement is reached within 10 working days of the date of the first meeting, either party may submit the matter to arbitration as set out in Article 26.

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

(1804) Upon the introduction of technological change as defined in Clause (1801), any employee who must acquire new skills necessary to perform the job shall be entitled to have a reasonable period of time in which to acquire such skills and, if necessary, shall receive retraining on the time and at the expense of the Employer. A reasonable period of time shall be defined as no less than the amount of time provided for promotional trial periods in Clause (804).

If, after a reasonable period of time as defined in this article, an employee is unable to perform the job satisfactorily:

(i) the employee may proceed, with no reduction in salary, in accordance with the provisions of Clause (1701)(f), (h), (k), (l) or (m); or

(ii) where an employee elects not to follow the procedures contained in (i) above, the Employer shall inform the employee of vacancies elsewhere in the company for which they may apply. If retraining is necessary to equip the employee with the skills required by such jobs elsewhere in the company, it shall be provided on the time and at the expense of the Employer. An employee relocated under this section shall receive his/her previous salary until the wage classification to

which he/she is transferred equals that salary, at which time his/her salary will be that of the wage classification in which he/she is employed.

(iii) where an employee with less than five years of continuous service, having exhausted the procedures contained in (i) and/or (ii) above, is still unable to perform a job satisfactorily, such employee shall be subject to termination with dismissal pay as set out in Clause (1901)(a).

Where an employee with more than five years of continuous service, having exhausted the procedures contained in (i) and/or (ii) above, is still unable to perform a job satisfactorily, such employee shall be continued in the employ of the Employer in any job provided by the Employer and shall receive his/her previous salary until the wage classification to which he/she is transferred equals that salary, at which time his/her salary will be that of the wage classification in which he/she is employed.

(iv) an employee who does not elect transfer under the terms of (i) and/or (ii) above shall be subject to termination with dismissal pay as set out in Clause (1901b).

(1805) The Employer shall make reasonable efforts to avoid the need to reduce staff following the introduction of technological change. If the Employer concludes in its discretion that attrition will not accommodate the reduction required by the Employer within a reasonable period of time, it shall:

1. invite voluntary transfers to vacancies in an employee's own department or elsewhere in the company according to the procedures in Clause (802). Where retraining is necessary to equip the employee with the skills required by the new job, it shall be provided on the time and at the expense of the Employer.

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

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

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

Pension Plan at the levels applicable on the date of early retirement. In addition, such employee shall be eligible for dismissal pay in accordance with the terms of Clause (1901b).

(iii) For employees aged 55 or more but less than age 60 who elect early retirement under the provisions of the Toronto Star Pension Plan, in addition to dismissal pay in accordance with the terms of Clause (1901b), 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 that would have been earned had service been extended in accordance with the above schedule of credits, assuming no future increase in earnings. When the employee reaches normal retirement age, the amount of the Employer's subsidy will be reduced by the amount of money received by such employee as a result of Old Age Security and/or Canada Pension Plan at the levels applicable on the date of early retirement.

(iv) As an alternative to the provisions of (2)(i), (ii) and (iii) above, employees with 15 or more years continuous service and aged 55 or more but less than age 65, in order of seniority who elect a deferred vested benefit under the provisions of the Toronto Star Pension Plan or an unsupplemented early retirement pension, may elect a severance payment in the amount of one week's pay at straight-time day shift rates in effect at the time of separation for each four 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 they would have received had no separation taken place.

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

4. If, following the exhaustion of (2) and (3) above, further staff reductions are desired, the Employer shall offer to employees with less than 15 years of service the right to terminate their employment and receive dismissal pay as provided in Clause (1901b).

If, following the application of the foregoing procedures, a further staff reduction is desired, those named to be dismissed shall be the most junior in point of service in the group to be reduced in number. Those named to be dismissed shall, on the basis of seniority, be offered transfers to fill vacancies elsewhere in the company, or if no such vacancies are available, be permitted to proceed in accordance with the provisions of Clause (1701f) without a reduction in salary for the 12 months immediately following such transfer. Where retraining is necessary to equip the employee with the skills required by the new job, it shall be provided on the time and at the expense of the Employer.

Where no vacancies exist to which an employee named to be dismissed may be transferred, dismissal pay shall be at the rate set out in Clause (1901b).

An employee named to be dismissed who refuses a transfer to a vacancy elsewhere in the company shall receive dismissal pay as set out in Clause (1901a) upon the Employer giving 30 days' notice in writing to the employee and the Union.

(1806) The Employer shall monitor and regularly inspect the operation of new or significantly modified processes or types of equipment or machinery to assure continual compliance with laws and regulations applicable to such new or significantly modified processes or types of equipment or machinery. The results of such monitoring and inspections shall be made available to the Union upon request.

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

ARTICLE 19 – SEVERANCE PAY

(1901)

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

(b) Employees who are dismissed pursuant to (1701b) and employees who resign pursuant to (1701)(d) shall receive dismissal pay at the rate of one week's pay for every five months of continuous service or major fraction thereof with the Employer, but not in excess of 52 weeks' pay. In addition, these employees shall receive a once-in-a-lifetime lump-sum payment equal to two weeks' pay at the basic day shift rate in effect immediately prior to the date of termination.

(c) Employees who are named to be displaced pursuant to Clause (1803) and who resign prior to the commencement of a retraining and relocation procedure shall receive dismissal pay at the rate of one week's pay for every five months of continuous service or major fraction thereof with the Employer, but not in excess of 52 weeks' pay. In addition, employees so dismissed shall receive a once in a lifetime lump-sum payment equal to two weeks' pay at the basic day shift rate in effect immediately prior to the date of termination. Employees named to be displaced who resign after the commencement of a retraining or relocation procedure shall receive dismissal pay at the rate of one week's pay for every six months of continuous service or major fraction thereof with the Employer, but not in excess of 52 weeks' pay.

(1902) An employee is not entitled to dismissal pay when they have been discharged for gross misconduct or has provoked their own dismissal for the purpose of collecting dismissal pay, when their employment has been terminated for failure to maintain their membership in the Union in good standing, or when their employment has been terminated for any one of the reasons as set out in Clause (1601)(ii), (iii), (iv), (v) or (vi).

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

(1904) Any period of employment for which dismissal pay has actually been paid, and not refunded, shall not be counted as service in calculating the amount of dismissal pay that may again become due after reinstatement to employment or in the calculation of eligibility for any other benefits based on length of service except as specified in Clause (1701)(o) to (v).

ARTICLE 20 – EXPENSES

(2001) The Employer shall pay all authorized expenses incurred by the employee in the service of the Employer, if supported by vouchers or receipted bills when normally obtainable.

Vehicle Expenses

(2002) Compensation for the authorized and/or casual use of an automobile owned by the employee in the service of the Employer (excluding private use and mileage to and from work) shall be at the rate of 41.2 cents per kilometre for the first 5,000 kilometres driven and 35.1 cents per kilometre for all subsequent kilometres driven.

Compensation for mileage shall be adjusted upwards or downwards every three months at the rate of 0.176 cents per kilometre for each one cent change in the price per litre of regular-grade gasoline. Such changes to be monitored by the average price of regular unleaded gasoline as supplied by Statistics Canada, but in no case shall the rate paid per kilometre drop below 41.2 cents for the first 5,000 kilometres driven or below 35.1 cents for all subsequent kilometres

driven. Should the information source for gasoline pricing used by the Employer change during the term of this agreement, the Employer will notify the Union of such change.

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

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

(2003) Each employee authorized to use their personal automobile in the conduct of the Employer's business must carry a minimum of $1,000,000 liability insurance with a recognized insurance carrier.

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

(2004) When an employee is authorized and required as a condition of employment to provide a car for the Employer's business, a mileage allowance at the rates herein specified shall be paid equal to the specified rate multiplied by 16,093 kilometres per fiscal year, except as provided herein. If the Employer initiates a change in this arrangement during any year, the full minimum payment for the year shall be made. If a change in this arrangement arises (a) by termination of employment or promotion or (b) for any reason not initiated by the Employer, the minimum payment for that year shall be pro-rated over the period of actual use of the automobile. If the change arises as a result of sickness or disability of the employee, the minimum payment shall be pro-rated over the period of actual use of the automobile but shall not be less than $500.

Employees required to provide automobiles as a condition of employment must provide vehicles suitable for the job to be performed as specified by the Employer and must maintain their automobiles in a good and clean condition.

(2006) In the case of journalists who use their own equipment in the service of the Employer, a mutually satisfactory rental rate of compensation shall be agreed upon.

Submitting Expenses

(**2007**) Expenses claims must be filed within two weeks of the completion of the assignment during which they were incurred, unless unavoidably delayed.

ARTICLE 21 – HEALTH AND SAFETY

(2101) The Employer, Union and employees recognize they share the responsibility of ensuring that the workplace environment is healthy and safe and that can only be achieved through mutual respect and cooperation. The Occupational Health and Safety Act of Ontario 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 the act in all respects.

(2102)

(a) The Employer and the Union agree that they have a mutual objective with respect to the maintenance of a safe and healthy work environment and that they will endeavour to co-operate with each other with a view to maintaining an excellent safety record at the newspaper.

(b) Harassment Policy – The Employer shall maintain and post a policy to address abusive comments, threats, incitement and harassment toward journalists and other employees who produce content. The Employer shall consult with the Union on the development of, and changes to, such policy.

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

The Employer recognizes the right of an employee to refuse in the manner and to the extent provided by OHSA to perform work which they have reason to believe is likely to endanger themself or another person or under any other circumstances provided in Section 43 of said act.

Joint Health and Safety Committee

(2104) A Union/Employer health and safety committee shall be maintained consisting of equal representation of bargaining unit employees and representatives of the Employer. The number of official health and safety committee representatives from either party shall not exceed five. Each party shall notify the other in writing of its appointees and any subsequent changes. The health and safety committee referred to herein shall be the official health and safety committee with regard to all matters of safety with respect to areas falling within the Union’s jurisdiction and subject to all of the terms and conditions of the appropriate health and safety legislation of the Province of Ontario. Notwithstanding this provision the Employer's manager of health and safety shall be empowered to set up and schedule sub-committee meetings to deal with specific problems relating to specific departments. Safety representatives shall be appointed by the Union.

Designated back-ups shall also be appointed by the Union and the names of safety representatives and their back-ups shall be provided in writing to the Employer's manager of

health and safety. Union representatives at safety sub-committee meetings scheduled by the Employer's manager of health and safety shall be made up of safety representatives or official back-ups from the appropriate areas under discussion.

The obligation of a safety representative shall include bringing to the attention of the Employer at the departmental level any appropriate matters relating to health and safety pertaining to their department. A record of all complaints with respect to health and safety made by departmental representatives shall be maintained and shall be subject to review by the health and safety committee described herein.

The health and safety committee shall meet not less than once every three months. Minutes of health and safety committee meetings shall be maintained and distributed to each committee member. The agenda for a health and safety committee meeting shall be distributed to all health and safety committee members at least one week in advance of the meeting date. Committee members wishing to have items placed on the agenda, which shall be prepared by the Employer's manager of health and safety, shall provide him/her with the necessary information to prepare the agenda at least 48 hours prior to distribution date.

Safety Equipment

(2105) The Employer agrees that for the duration of this collective agreement it will maintain its policy with respect to the payment and issuance of safety equipment, including footwear, a copy of which shall be provided to the Union.

(2106) The Employer agrees to provide assessment and treatment services for musculo-skeletal injuries, including soft-tissue injuries such as repetitive strain injury, through the services of a physiotherapy provider. Physiotherapists that are registered with the Ontario College of Physiotherapists must staff the clinic.

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

1. All regular full-time and regular part-time employees of the Employer are eligible.

2. Dependents of employees are ineligible.

3. The Employer will assume all costs of providing the service up to a maximum of $1,500 per regular full-time or part-time employee per calendar year (Jan. 1-Dec. 31).

4. The Employer may, in its sole discretion, agree to provide additional coverage in excess of $1,500 if it deems it necessary in the circumstances.

5. In all cases, employees must first contact the Employer's manager of health and safety prior to receiving treatment under this provision. The Employer's manager of health and safety prior to treatment commencing may require a recommendation from the employee's physician for treatment. In the event that the employee is to receive treatment, such treatment must approved by the Employer's manager of health and safety.

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

7. The Union and the Employer will jointly promote the use of the services and will encourage employees with musculo-skeletal injuries to take advantage of these services.

ARTICLE 22 – EDITORIAL ISSUES

(2201) An employee's byline or credit line shall not be used over their protest. Whenever substantial changes are made in a reporter's story, an effort will be made to discuss the changes before publication of the story, failing which the byline shall not be used.

(2202) Except where libel or legal action has been threatened or appears probable, the Employer will not publish a correction or apology in respect of an employee's work until a reasonable effort has been made to discuss the matter with the employee. To do this the Employer shall attempt to contact the employee by telephone at home and at work, and if not reached in this way, by a note sent to the employee at their place of work prior to publication of such correction or apology.

(2203) Except where libel or other legal action has been threatened or appears probable, no letter to the editor criticizing an employee's work shall be published without such criticism being reviewed with the employee prior to publication if it is practical to do so.

(2204) Every reasonable effort will be made to resolve matters under Clauses (2201), (2202) and (2203) during the employee's scheduled shift, but under no circumstances will the Employer be liable for any additional overtime cost as a result of these clauses.

(2205) No employee shall be required by the Employer to give up custody of or disclose any knowledge, information, notes, records, documents, films, photographs or tapes or the sources thereof to any party other than the Employer. The Employer agrees that the foregoing shall not be released to any other party without discussing the matter with the employee.

If the employee is proceeded against under law on account of their refusal to surrender or disclose or authenticate to any party other than the Employer and when the Employer concurs

with the position of the employee in this matter, the Employer shall meet all expenses incurred by the employee, including fees and expenses of legal counsel selected by the Employer. The Employer shall further indemnify such employee against any monetary loss including but not limited to fines, damages or loss of pay, provided the employee has not knowingly falsified material for publication.

No person shall lose employee status as a result of exercising their rights under this clause providing the employee has not knowingly falsified material for publication.

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

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

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

(2206) The Union reserves to its members the right in each particular instance in the Editorial department to refuse to handle work emanating from or destined to other Union offices at which a legal strike or lockout is in progress, following a declaration by the Union that such a situation exists.

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

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

- the contributions made to the Star by its editorial staff are valued by the Employer and staff stories are given higher priority than freelance stories;
- the Employer will continue to provide opportunity for staff to develop their careers;
- the purchase and use of freelance editorial content will be in accordance with the terms of this agreement and for the purposes of supplementing the contributions of editorial

staff by adding diversity of voice, the expertise of marquee writers and the dimension of unique access or knowledge over and above what regular staff can provide.

Freelance Protocol

1. In the Toronto census metropolitan area (CMA), the company has the right to accept material from freelancers that may otherwise be used by our competitors. The company will not assign news stories to freelancers in the CMA.

2. The company may assign news photography assignments to freelancers after 4pm in the CMA provided that this clause shall not be used to avoid filling a vacancy or recalling an employee on layoff, or to cause a layoff of an employee in the bargaining unit, to avoid the hiring of interns, or to avoid the payment of overtime or penalties as stipulated in this Agreement. For further clarity, all staff photographers must be either unable or unwilling to take the assignment.

3. The Union will present any examples of freelance use it deems inappropriate at the next regularly scheduled employee relations committee meeting after publication. The Union agrees not to file grievances over specific freelance issues until they have been first discussed at said meeting. The Employer agrees that should the regular meeting be cancelled or delayed for any reason, the Union's right to grieve specific freelance use would not expire due to time limitation.

4. It is agreed that normal regular coverage by freelance columnists is twice a week. The Employer will discuss with the Union more frequent use of columnists should extraordinary circumstances deem it necessary.

5. The Employer may continue its practice of giving editorial assignments outside the CMA to staff or to assign or accept freelance material at its discretion outside the CMA.

6. No employee will be involuntarily laid off as a direct result of the increased use of freelancers.

ARTICLE 23 – MISCELLANEOUS

(2301) Employees shall be free to engage in activities outside business hours, provided that:

(i) such activities are not with a direct competitor and do not render the employee at any time incapable of discharging their duties to the Employer.

(ii) without permission no employee shall exploit their connection with the Employer in the course of such activities.

(iii) in the case of editorial material intended for Canadian news and magazine publications deemed to be in direct competition with the Employer, such material shall first be submitted for sale to the Employer, in brief summary form for non-fiction and in full text for fiction. Such material shall be accepted or rejected by the Employer within five days. If accepted the writer shall be compensated on terms and conditions as agreed to by the writer and the Star. If rejected, the material may be marketed elsewhere, but not to another Toronto-based newspaper or magazine, nor to any publication which is distributed as part of, or in connection with, any newspaper published in Ontario.

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

(2302) As required by the Labour Relations Act, there shall be no strike or lockout so long as the collective agreement continues to operate.

(2303) Any major change in the basic or fundamental depot distribution/inserting system will only be made after three months' notice to and discussion with the Union.

(2304) The Employer will post, in a conspicuous place, its policy for handling company funds and the rules of conduct for circulation sales contests in all Toronto Star satellite offices and will supply all Circulation employees with a copy at regular intervals.

ARTICLE 24 – PART-TIME EMPLOYEES

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

For the purpose of coverage under Clause (2501), any part-time employee may be permitted to work up to 35 regular straight-time hours per week (five shifts of seven hours excluding a lunch period as described in Clause (706)), and any overtime which may be required and authorized, without their part-time status being affected, except that to the extent of the additional hours worked by the part-time employee in such circumstances they shall not be eligible for benefits provided under the terms of Article 14.

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

The proportion shall be based upon the ratio of hours worked by the employee to the regular hours for the same class of work under this collective agreement. The Employer agrees to pay 70 per cent of the extended health care plan and dental costs for part-time employees. To qualify for benefits, part time employees must be regularly scheduled to work a minimum of 20 hours per week.

(2403) In computing experience for the purpose of regular step-up wage increases, part-time employees shall be credited with 1½ times their actual hours worked, to a maximum of the unit of hours constituting a normal workweek as described in Article 7.

Call-In

(2404) A part-time employee called to work on a shift in addition to the number of shifts constituting a normal workweek (when such additional shift is within the same calendar week) as described in Clause (701) shall be paid at overtime rates for hours worked with a minimum guarantee of one-half day's pay, for which they will give equivalent service if required at that time.

In the event the part-time employee in question has worked the full hours of a normal workweek, as described in Clause (701), and such employee is then called to work an additional shift within that calendar week, then the minimum guarantee shall be two-thirds of a normal shift, as described in Clause (701), to be paid at overtime rates.

Sick-Pay Benefits

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

Notwithstanding the provisions of Clauses (2401) and (2402), with the exception of hours worked for the purpose of vacation coverage, all regular straight-time hours worked by a part-time employee will be included in the calculation of sick-pay entitlement based on the number of hours worked by the employee in the six months immediately preceding the sickness, excluding the period May 15-Sept. 15. The four-month period will be considered the vacation coverage period. An employee absent due to sickness on a day or days forming part of their base hours will receive a sick benefit not less than those scheduled base hours.

(2406) The Employer agrees that a part-time or temporary employee shall not be employed if their employment would eliminate, displace or prevent the hiring of a regular full-time employee. This restriction shall not apply to part-time employees who held such positions on or before June 17, 1971 and is to be interpreted and applied recognizing that the efficient operation of certain departments requires the employment of part-time and/or temporary employees.

(2407) The parties recognize and agree that the provisions of this article are limited to the precise subject matters addressed herein and are not to be applied or interpreted so as to affect any determination pursuant to the provisions of the collective agreement, including any determination concerning an individual's status as a part-time or full-time employee.

(a) Base Hours

For the purpose of the following provisions, "base hours" shall mean the normal aggregate number of hours to be worked by a part-time employee during any workweek.

At the time of hiring, part-time employees shall be advised of the possibility of having their base hours increased or reduced in accordance with the terms of this collective agreement and shall be provided with a copy of the provisions of this article.

Part-time employees who are hired on or after the date of signing of this collective agreement shall have their base hours established at the time of hiring and the Union shall be provided with a document confirming these hours within 10 calendar days from date of hire.

Part-Time Employees - Categories

(b) Whenever the Employer hires part-time employees it shall make clear as to whether the opening is for "A" list or "B" list employees. Part-timers hired for "A" list employment shall be placed on an "A" list immediately following hiring and part-timers hired for "B" list employment shall be placed on a "B" list immediately following hiring.

Category “A” Part-Time Employees

(c) "A" list shall identify part-time employees who agree to make themselves regularly available for additional hours, additional shifts or both upon request by the Employer. In the event that they work such hours, they shall be paid therefore at the regular straight-time rate, except that hours worked in excess of a normal working shift (as defined in Clause (701)) shall be paid for at the appropriate overtime rate.

The Employer agrees that the occasional inability of "A" list part-time employees to work additional shifts and/or hours as a result of bona fide personal situations shall not be prejudicial to that employee's future work relationship. The Union agrees that frequent inability of an "A" list part-time employee to work additional shifts and/or hours for any reason is just cause for the transfer of such employee to "B" list status.

Except as provided in Clauses (713) and (1104), any extra shifts worked by "A" list part-time employees shall be paid for at regular straight-time rates of pay.

The notice requirements and the penalties provided by Clause (702) shall not apply to part-time employees placed on the "A" list. A part-time employee who has not been notified in advance of a change of shift starting time and who has actually reported to work shall not be subject to change in shift starting time on that shift.

Notwithstanding the provisions of Article 7, unless a change of starting time has been given by 8 p.m. on the previous day, an "A" list employee called into work prior to and contiguous with their regularly scheduled starting time shall be paid at the overtime rate (as provided in Clause (709)) for such time worked prior to their previously scheduled starting time. If notice of a change of shift starting time has been given prior to 8 p.m. on the previous day, such hours shall be worked at regular straight- time rates of pay.

Category “B” Part-Time Employees

(d) Employees electing to be placed on the "B" list shall be recognized as not being regularly available for additional hours or additional shifts. Except as provided elsewhere in this paragraph, it is nevertheless recognized and agreed that in order to ensure the efficient completion of the Employer's work requirements such employees may be required to work extra hours at the end of regularly scheduled shifts or periods of work and without exception this shall apply to assignments involving the distribution of newspapers or parts thereof in the Circulation departments. In any other departments a "B" list employee who has advised their supervisor in advance of their inability to work beyond their scheduled finishing time by virtue of a bona fide reason such as a parent having to care for a child, another employment commitment or another serious reason shall not be subject to disciplinary action if at the end of their normal scheduled shift hours they are unable to complete an assignment and in fact refuse to do so. Should this happen, and if the Employer is unable to have the work assignment completed by available and qualified members of the bargaining unit who are physically within the department at the time, then the performance of the work required to complete the assignment by an excluded member of the staff shall not be made the subject of a grievance.

"B" list employees will not be asked to work extra shifts until all "A" list employees within the same classification and work location have been asked. "B" list employees shall not normally be asked to work extra hours when an "A" list employee from the same classification and work location is immediately available and willing to perform the work.

The notice provisions set out in Clause (702) shall apply with regard to changes of regularly scheduled shifts and changes of starting times for "B" list part-time employees.

(e) Adjustment of Base Hours

(i) The base hours of a part-time employee shall not be adjusted for disciplinary reasons.

(ii) If there is a downward adjustment of base hours, the Union and the employee shall be notified in writing immediately, and reasons for downward adjustment shall be given to the Union.

(iii) In circumstances in which the Employer wishes to effect a downward adjustment of base hours, the Employer shall be obliged to consider seniority only in respect of selections between two or more employees who have identical hours and shifts. If there are such employees, the employee or employees with the least seniority shall be subject to having his, her or their base hours reduced. In this context, "identical hours and shifts" shall mean the same number of base hours of work on the same day or days of the week. In the event of an upward adjustment of base hours, seniority shall not be a factor.

(iv) The original or subsequently increased base hours of a regular part-time employee shall only be subject to reduction of 35 per cent or more:

A. when the employee has failed to cover their original or subsequently increased base hours to an extent that justifies such a reduction, which may be determined through the grievance procedure in the event of a disagreement between the parties; or

B. with the consent of the employee and the Employer.

(v) When a regular part-time employee's base hours or subsequently increased base hours are reduced 35 per cent or more as a result of (a) above, that employee will be entitled to terminate their employment with dismissal pay in accordance with Clause (1901a) as an alternative to accepting their revised base hours.

(vi) In the event that such an employee elects to terminate in those circumstances, dismissal-pay calculations shall be based on the average number of weekly straight-time hours worked by the employee during the shorter of (i) the 36-calendar month period of employment immediately prior to termination or (ii) their term of service as a part-time employee. Such calculation shall exclude any additional hours worked during the annual vacation period of May 15-Sept. 15 inclusive.

(vii) Notwithstanding anything stated herein, dismissal pay shall not be paid when an employee fails to cover their base hours for the purpose of collecting dismissal pay. The terms of Clauses (2407)(e) (iv), (v), (vi) and (vii) shall in no way be interpreted as a limitation on any disciplinary rights accruing to the Employer by virtue of the provisions of this collective agreement.

(viii) In addition to the foregoing, it is agreed that any reduction in base hours that would disqualify a part-time employee (whose base hours were previously sufficient to qualify the employee for Employment Insurance benefits) from such eligibility shall entitle the employee to elect to terminate their employment with dismissal pay to the extent and calculated as provided for herein.

(ix) The Employer shall be required to give two calendar weeks' notice of any reduction in base hours for any part-time employee. In the event of a base hours reduction of 35 per cent or more as described in Clause (2407)(e)(iv)(A) above, the Employer shall be required to give 30 calendar days' notice.

(x) If a part-time employee regularly works hours or shifts in their regular job classification in excess of their base hours for a period of three consecutive calendar months, their base hours shall be adjusted upward to reflect those additional hours worked on a regular basis on specific shifts. Extra hours or extra shifts worked by a part-time employee for vacation coverage purposes (during the period May 15 to Sept. 15, inclusive) or in a higher classification shall not be included in the determination of any base hours adjustment. An employee whose base hours are adjusted in accordance with the foregoing will be advised in writing of their new base hours within two calendar weeks of the establishment of the new base hours. In the case of a dispute, the Employer will supply the employee with a record of that employee's hours worked for the most recent three-calendar month period.

Minimum Hours

(f) On any day on which the Employer schedules a part-time employee to work they shall not be scheduled to work less than three hours.

Transfer of Category

(g) A part-time employee may be permitted to transfer from the "B" list to the "A" list subject to providing the Employer with notice in writing prior to the date upon which they wish to be transferred. An "A" list employee wishing to be transferred to the "B" list shall only be permitted to do so at the sole discretion of the Employer; consent shall not be unreasonably withheld.

Staff Reduction

(h) In the event of a reduction in part-time staff in any classification, such reduction shall be carried out in accordance with the provisions of Article 17 and/or Article 18.

Extra Hours

(i) (a) Any additional hours beyond base hours shall be offered in a fair and impartial manner among "A" list part-time employees in the classification and in the geographical location in which the additional hours are required. Each zone and bureau and One Yonge Street shall be considered separate geographical locations.

A part-time employee who is scheduled to work additional hours beyond the base hours (under the terms of Article 7) and who does not work those hours due to sickness shall be paid for such hours under the application of the sick leave provisions under Article 13 and Clause (2405).

(b) It is also understood that in the event of an emergency, such as late newspaper distribution, employees working on shift at that time shall be asked to work the available extra hours.

(c) The Employer shall keep up-to-date records of all hours worked or offered beyond base hours and shall post such records on a quarterly basis. If any employee is offered extra hours but refuses or is unavailable or unreachable, such hours shall be recorded as offered for the purposes of extra hours. An employee who is off on leave or on short-term or long-term disability shall not be offered extra hours.

ARTICLE 25 – TEMPORARY EMPLOYEES

(2501) A temporary employee is one who is hired:

(a) to cover a leave of absence for the duration of the leave. In the case of coverage of leaves of absence of 30 calendar days or more (if required by the Employer) all qualified regular part-time employees shall first be offered such temporary positions as provided in Clause (2401); or

(b) to cover an absence due to sickness or disability for the duration of the absence and for up to one week beyond the duration of the absence, provided all qualified regular part-time employees have first been offered such temporary positions as provided in Clause (2401); or

(c) to cover vacation absence for a maximum continuous period of five months and for not more than six months in total within any calendar year, provided all qualified regular part-time employees have first been offered such temporary positions as provided in Clause (2401); or

(d) for special project or for a specified time, in either case not to exceed a total of 630 straight-time hours within a six-month period from date of hire in any calendar year, or a maximum of 140 straight-time hours on an intermittent basis in any calendar year, provided all qualified regular part-time employees have first been offered such temporary positions as provided in Clause (2401).

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

(e) for the purpose of offering temporary positions to regular part-time employees as required in this Clause (2501), it shall be understood that such offer will be made to those employees who work in the location in which coverage is required.

(f) Students hired to participate in any bona fide student training program shall be considered as temporary employees. Duration of employment for students hired as participants in training programs shall be in accordance with those specified in Clause (2501)(c) above. It is understood that the Employer's ability to hire students within the framework of a training program is in no way dependent upon regular part-time employees being given the opportunity to work full-time on a temporary basis.

(g) The method of selecting part-time employees for coverage under this clause shall be in accordance with Clause 2407(i).

(h) It is agreed that the total number of straight-time hours worked by temporary employees hired as vacation replacements under (c) above shall not exceed the total number of hours of vacation absence in each department in any calendar year. For the purpose of this clause, the term department shall be defined to mean Finance and Administration, Circulation, Editorial, and Public Relations and Promotion.

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

Coverage by the Collective Agreement

(2502) Article 1 notwithstanding, temporary employees shall be covered by all provisions of this agreement except Articles 8, 10, 13, 15, 17, 18 and 19.

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

(2504) Employees hired to replace employees absent on extended periods of disability will be treated in the same manner as employees hired to cover leaves of absence, but in any case for a period not longer than 2.5 years from the date the employee being replaced commenced disability leave.

Change of Employee Status

(2505) The Employer agrees that a temporary employee shall become a regular employee and will be given credit for temporary employment whenever their term of employment exceeds that set out in (2501)(a), (b), (c), (d) or (f), unless such term of employment is extended by mutual consent.

Summer Vacation Replacements Wage Rates

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

(2507) The Union agrees that temporary coverage of absence is a requirement to which the Employer is entitled. The Employer agrees that an employee may only be required to work in another classification for the purpose of covering absence if such coverage cannot be met on a voluntary basis.

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

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

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

(2510) Benefits – Temporary employees hired on contract for a continuous period of six (6) months or more will be eligible to participate in the applicable EAP, extended health and dental group benefit plans only (and not the HCSA) and shall also receive the mental health benefit up to $2,000 annually, pro-rated for the contract period. Eligible employees will receive the above noted coverage after an initial waiting period of three (3) months worked. Except as set out in this part, temporary employees are not otherwise eligible to participate in the company's benefit plans.

(2511) Subject to the requirements of Articles 1301 – 1303 and 1307, temporary employees hired on contract for a continuous period of six (6) months or more shall, after having worked three (3) months of continuous service, be entitled to up to three (3) paid sick days for contracts of 12 months in duration and two (2) paid sick days for contracts of lesser duration, which shall not be paid out or carried over.

ARTICLE 26 – DISCIPLINE, GRIEVANCE, DISPUTE RESOLUTION AND THE ARBITRATION PROCESS

(2601)

A. The parties agree that their interests are best served by the speedy resolution of issues in dispute. The common goal of the parties is to promote dispute resolution, mutual respect in the workplace and good labour relations. To accomplish this, the Employer, the Union and 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 that gave rise to the grievance. However, it is agreed by the parties that a grievance raised more than 90 calendar days following the circumstances that 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 can be arbitrated, 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 days following the Union's submission of the grievance.

G. When a grievance is presented by the Union, the Union representative shall meet with the departmental manager or his/her designate and attempt to resolve the grievance. At the discretion of the Union, the person bringing the grievance may or may not be in attendance at this meeting.

H. The manager has seven 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 their designate within 14 calendar days of the decision at first step. The meeting shall be scheduled within 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 calendar days following the date of the meeting. The decision shall be in writing, provide the date of the decision and the specific reasons why the grievance is accepted or denied.

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

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

It is understood that the Employer may also file a grievance in which case the grievance procedure shall apply as if the Employer is the grieving party and the Union is the responding party.

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

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

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

Q. It is agreed that the right to arbitrate shall be restricted and limited to issues pertaining to the application, interpretation, administration or alleged violation of the collective agreement. An arbitrator or arbitration board shall have no authority in any way to alter, modify or amend the terms of this collective agreement or the terms and conditions herein.

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

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

List of Arbitrators

- S. Raymond
- W. Kaplan
- L. Davie
- R. Levinson
- B. Langille
- M. Tims
- L. Trachuk

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

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

ARTICLE 27 – DURATION AND RENEWAL

(2701) This agreement shall become effective (except as provided herein) on January 1, 2022 and shall expire on December 31, 2026. It shall be binding upon the successors and assigns of both parties.

(2702) Within 90 days prior to the termination of this agreement, the Employer or the Union may open negotiations for a new agreement to take effect upon the expiry of this present agreement. During negotiations all other terms and conditions of the agreement shall remain in effect until the agreement has been lawfully terminated.

Unifor Local 87-M

Randy Kitt

Jim Rankin

Rosa Saba

Andrea Macdonald

Brendan Kennedy

Sara Mojtehedzadeh

Maryam Shah

Toronto Star Newspapers Limited

Andrew Gordon

DocuSigned by:
Nancy Taddeo
276EC48A40154B4...

Nancy Taddeo

Jodi Is[illegible]erg

EDITORIAL DEPARTMENT Document # 1
RE: Bureau Chiefs – Weekly Rate

March 26th, 1998

Mr. Mike Sullivan
Unifor Local 87-M
5915 Airport Rd., Suite 510
Mississauga, Ontario L4V 1T1

Dear Mike:

Journalists assigned as Foreign or National Bureau Chiefs in Washington, Beijing, Middle East, London, Montreal, and Vancouver and in addition Journalists assigned as Bureau Chiefs to Queen's Park and City Hall Bureaus shall be paid a minimum weekly rate of not less than $50.00 over the regular basic straight time rate of pay for a fully qualified Journalist.

Any such Journalist currently earning in excess of $50.00 per week over the basic fully qualified Journalist rate shall not be eligible for any increase in compensation as a result of this commitment.

The fundamental job of an employee assigned as a Bureau Chief will remain that of a Journalist Group 2.

Yours truly,

Alan K. Bower
Director of Labour Relations

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

Dated this 10th day of May, 2013.

RE: EDITORS

This will confirm agreement between the parties that the Employer may test candidates from outside the Company for the position of Editor by having them perform live copy editing on a pre-employment trial basis for a maximum of twenty (20) working days. It is also agreed that the amount of time spent on the pre-employment trial shall be deducted from the probationary period of that Editor.

The manner in which such a person is compensated and the amount of such compensation shall be determined by the Employer but shall not be less than the starting rate of pay for Editor as shown in Appendix C, Editorial, Group 1F when computed on an hourly basis for time worked. Such rate shall also include shift differential and overtime if applicable in accordance with the provisions of Clause (709) and/or Clause (717). It is further agreed that the Employer may not test any more than an average of three (3) candidates per month in any calendar year.

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

The testing of Editors as described above shall not relieve the Employer of following any of the procedures required under Clause (802).

Unfior, LOCAL 87-M
PER:

TORONTO STAR NEWSPAPERS LIMITED
PER:

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

Dated this 18th day of July, 2022.

The Part-time Student Program (PSP) in the Editorial Department will be staffed with student employees who are paid at an hourly rate equal to 120% of Ontario minimum wage.

General wage increases will not be applied to the PSP base hourly rate during the currency of the collective agreement. PSP employees are not eligible for lump sum payments during the currency of the collective agreement.

The terms and conditions of employment for employees in the PSP will be in accordance with the Employment Standards Act, 2000, except as provided for below.

The application of the main collective agreement will be limited to the following articles for PSP employees:

Preamble
Article 1 – Exclusions
Article 2 – Jurisdiction & Relationship
Article 3 – Union Membership & Dues Check-Off
Article 4 – Information
Article 5 – Representation & Meetings
Articles 605, 606, 607, 609, 610, 611, 612, and 615 – Probation Period, Discipline & Discharge
Article 1106 – Religious Holidays
Article 21 – Health and Safety
Article 22 – Editorial Issues
Article 23 – Miscellaneous
Article 26 – Discipline, Grievance, Dispute Resolution, & the Arbitration Process
Article 27 – Duration & Renewal

The program is designed as a mentorship and learning opportunity. PSP employees may have opportunities to do basic journalistic tasks, providing social media coverage, researching, reporting and writing basic daily news stories in subject areas including but not limited to breaking news, local news, sports, business, and culture, with appropriate credit as applicable. They may on occasion do field reporting, when assigned and when they do will be paid at the full-year journalist intern rate. PSP shifts may be scheduled 24/7 with overlap but each shift shall have only one (1) PSP employee assigned.

The collective agreement is amended to the extent necessary to give effect to the foregoing terms and conditions of this Supplemental Agreement.

This agreement replaces the Radio Room Supplemental Agreement dated May 10, 2013.

Unifor, LOCAL 87-M
PER: Randy Kitt

TORONTO STAR NEWSPAPERS LIMITED
PER: Andrew Gordon

March 26, 1998

Mr. Mike Sullivan
Unifor Local 87-M
5915 Airport Rd., Suite 510
Mississauga, Ontario L4V 1T1

Dear Mike:

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

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

Yours truly,

Alan K. Bower
Director of Labour Relations

EDITORIAL DEPARTMENT Document # 5
RE: Staff Development and Work Practices

January 25, 2008

Mr. Mike Sullivan
Unifor Local 87-M
5915 Airport Rd., Suite 510
Mississauga, Ontario L4V 1T1

Dear Mike:

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

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

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

Yours very truly,

Alan K. Bower
Director of Labour Relations

EDITORIAL DEPARTMENT Document # 6
RE: **Atkinson Foundation Public Interest Journalism Projects**

Letter of Understanding Outside the Collective Agreement

February 28, 2017

Gary Ellis
National Representative, Unifor
205 Placer Court
Toronto, ON M2H 3H9

Dear Gary,

This letter will confirm the parties' discussion during collective bargaining that the Atkinson Charitable Foundation may partner with the Toronto Star in connection with the foundation's commitment to raise public awareness about certain issues including, but not limited to, income and wealth inequality. To that end, the foundation may financially sponsor journalists ("Atkinson Journalists") to produce regular content for the Star's print and digital readership to build public awareness on various subjects. Management of the Atkinson Journalists is the sole responsibility of the Star. The Star retains full editorial control of the Atkinson Journalists' work.

The parties have agreed that the Employer may employ up to 10 Atkinson Journalists at any one time on the following terms and conditions of employment:

1. The only terms of the collective agreement that apply to Atkinson Journalists are as set out in this Letter. In the event of a conflict between the provisions of this letter and the collective agreement, this letter shall prevail.

2. The Star may hire Atkinson Journalists at the minimum wage rates for the Journalist classification described in Appendix C to the collective agreement and Atkinson Journalists will follow the normal wage progression as described in Appendix C.

3. Atkinson Journalists will not establish seniority under either this letter or the collective agreement.

4. In the event that an Atkinson Journalist subsequently becomes a regular employee under the collective agreement, the Star will recognize the Atkinson Journalist's date of hire for the purposes of service and seniority for the period of contiguous service up to the date of appointment to permanent status. If an Atkinson Journalist has at least six months of contiguous service prior to being appointed to permanent status, the time actually worked will be considered to be part of the employee's probationary period. An Atkinson Journalist who becomes a regular employee will be subject to the full provisions of the collective agreement.

5. The following articles of the collective agreement will apply to all Atkinson Journalists: Preamble, Article 1 (Exclusions), Article 2 (Jurisdiction and Relationship), Article 3 (Union Membership and Dues Check-Off), Article 4 (Information), Article 5 (Representation and Meetings), Article 7 (Hours of Work and Overtime), Article 10 (Leaves of Absence), Article 11 (Recognized Holidays), Article 12 (Vacation), Article 13 (Short- and Long-Term Disability), Article 14 (Benefit Plans), Article 1505

(Group Retirement Savings Plan), Article 20 (Expenses), Article 2101-2108 (Health and Safety), Article 2202, Article 2203, Article 2205, Article 23 (Miscellaneous), Article 2508, Article 2509, Article 26 (Grievance Procedure) and Article 27 (Duration and Renewal).

6. In the event of a layoff of regular employees under Article 17, an Atkinson Journalist cannot be displaced by such regular employees exercising their rights under Article 17.

7. An Atkinson Journalist may be hired for a fixed term of up to five years.

8. No notice is required for Atkinson Journalists involving termination with cause or on the expiry of the fixed term contemplated in paragraph 7.

9. An employment contract may be extended for an Atkinson Journalist for a specified term. In that case, no notice would be required so long as the Employer did not unilaterally alter the expiry date of the extended term.

10. Other than when an employee is terminated for cause, when the Employer ends the employment of an Atkinson Journalist earlier than the term of the agreed-upon contract contemplated, termination notice would apply as follows:

    a. Continuous service of more than three months but less than 24 months – two weeks' notice or pay-in lieu.

    b. Continuous service of more than 24 months – one week's notice per year of service.

11. Other than when an employee is terminated for cause, when the Employer ends the employment of an Atkinson Journalist earlier than the term of the agreed-upon contract contemplated, the Atkinson Journalist shall receive severance pay in a lump sum equal to one week's pay for every six months of continuous service or major fraction thereof with the Employer.

Yours truly,

Alan K. Bower
Executive Director of Labour Relations

Letter of Understanding Inside the Collective Agreement

February 28, 2017

Gary Ellis
National Representative, Unifor
205 Placer Court
Toronto, ON M2H 3H9

Dear Gary,

This letter confirms the parties' agreement reached during collective bargaining that all content directly paid for by advertisers shall be distinct from editorial content, with no reference to the Toronto Star's team editors or journalists. The writing and editing of such copy shall not be considered part of the duties of an employee in the Editorial department covered by this collective agreement and shall not be paid for as such.

Yours truly,

Alan K. Bower
Executive Director of Labour Relations

TORSTAR.COM DEPARTMENT Document # 1
RE: Torstar.com Employees

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

January 18, 2008

Mr. Mike Sullivan
Unifor Local 87-M
5915 Airport Rd., Suite 510
Mississauga, Ontario L4V 1T1

Dear Mike:

This letter will confirm that the employees under the Torstar.com Supplemental Collective Agreement on staff as of date of ratification shall be moved under the main collective agreement. Torstar.com shall be its own department under the main collective agreement (Article 1702).

In the event that employees at Torstar.com are laid off during the life of the Collective Agreement, as a consequence of the ongoing Editorial Workflow Review and/or the implementation of image-processing tool ("TED2"), the Company agrees that such employees will be entitled to the following:

(i) first preference for any then open position in the main bargaining unit for which the employee has the skill and ability to perform the job and the Company would be prepared to waive the posting requirement for such;

(ii) subsequent to timing and consequent availability, first preference for open positions which will be replaced in the main bargaining unit created by employees who depart pursuant to the VSP, so long as the employee has the skill and ability to perform the job and the Company would waive the posting requirement for such; and

(iii) in the event that the impacted employee(s) is not successful in obtaining a position in the main collective agreement, such employee will be entitled to receive a severance payment calculated in accordance with 1805 of the main collective agreement, or the VSP provided for in this proposal.

Note: The Company determines whether the open positions in (i) and (ii) are to be filled.

Yours truly,

Alan K. Bower
Director of Labour Relations

Letter of Understanding Inside the Collective Agreement

February 28, 2017
Gary Ellis
National Representative, Unifor
205 Placer Court
Toronto, ON M2H 3H9

Dear Gary,

This letter confirms the terms under which the parties have agreed to incorporate the classifications and weekly salaries identified in Part III below into the Torstar.com department of the collective agreement. Where there is a conflict between a provision in the collective agreement and this letter, this letter will prevail.

By agreement of the parties, Article 1 will be amended to include the following new provision:

> NEW (102) Employees in the Torstar.com department, except as provided for in the *Letter of Understanding RE: Terms and Conditions of Employment – Torstar.com Department.*

I. Application of the Collective Agreement Terms

Article 102 notwithstanding, employees in the Torstar.com department shall be covered by all provisions of the collective agreement except:

Article	Description
601, 602	Probationary Period
801, 802(a)-(h), 803, 804, 805, 808, 809, 810, 811, 812	Hiring, Promotion and Transfer
17	Layoffs
18	Technological Change
2207	Editorial Issues
24	Part-Time Employees

II. Torstar.com Department-Specific Terms and Conditions of Employment

The following terms and conditions of employment specifically and exclusively apply to employees occupying classifications in the Torstar.com department:

1. PROBATION PERIOD

New employees shall be on probation until they have worked three (3) months. The probationary period may be extended by mutual agreement of the parties. Upon completion of the probationary period the employee shall be granted seniority with credit from the original start date. In the case of a part-time employee, the length of the probationary period shall be determined by an equivalent number of shifts.

2. POSTING

a) A vacancy occurs when an employee resigns, retires, dies, is promoted, transferred to another classification and/or department or is dismissed; when an additional employee is to be hired; or when a position in the bargaining unit in the department is established. A change in job title where the job function and the core duties remain the same does not constitute a new position under this clause. The Employer retains the right not to fill a vacancy.

b) The Employer will post notice of all vacant positions within the bargaining unit in the Torstar.com department for a period of seven calendar days and agrees to consider an application from any bargaining unit employee desiring to apply to the vacant position.

c) The Employer is under no obligation to interview any candidate who does not meet the minimum standards or qualifications of the position.

d) The Employer will select the applicant that it deems to be the best qualified applicant on the basis of skills, experience, ability, educational qualifications, training and reliability. The Employer may select a candidate from outside the bargaining unit, provided that such candidate is the best qualified applicant.

e) Notwithstanding paragraph 2(b) above, the Employer may hire qualified candidates who previously applied for a vacancy in the same classification provided that a job competition was held during the previous 12 months following the closing date of the posting. The Employer in these circumstances is not required to post the vacancy or new position. Where the Employer uses this provision, it shall notify the Torstar.com department steward seven working days prior to filling the vacancy or new position.

f) This section does not apply to temporary job assignments.

g) Nothing herein precludes an employee in a classification in the Torstar.com department from applying for a position posted under Article 8 of the collective agreement. Any employee who meets the requirements stated on the job posting shall be entitled to an interview.

3. PART-TIME EMPLOYEES

a) A part-time employee is one who is hired to work 28 hours or less per week.

b) Part-time employees are not covered by Article 10 (Leaves of Absence, except as provided by law) or 11 (Recognized Holidays) of the collective agreement.

c) Vacation entitlement and public holiday pay shall be governed by the provisions of the Employment Standards Act, 2000.

d) For the purposes of determining a part-time employee's wages, the weekly wage of the classification shall be divided by 35 and then multiplied by the number of hours worked by the part-time employee in a week.

4. LAYOFFS

a) When it is determined by the Employer that a reduction in the workforce is necessary, not less than 45 days' notice shall be given to the Union and the employees affected.

b) Layoffs of any employee(s) within any classification shall be based upon reverse seniority provided the remaining employees, at the discretion and determination of the Employer, have the required skills, experience, ability, educational qualifications, training and reliability to perform the work.

c) Within the notice period mentioned above, the Employer shall consider requests for voluntary resignations from other employees in classification affected by the layoff. If approved, such employee(s) shall be paid the amount of severance pay provided below.

d) Prior to requiring a layoff, the affected employee(s) shall be offered the opportunity to be placed into any bargaining unit vacancy for which, at the discretion and determination of the Employer, the employee has the required skills, experience, ability, educational qualifications, training and reliability.

e) An affected employee may bump the most junior employee in an equivalent or lower classification provided the position is held by a more junior employee and provided the employee has, at the discretion and determination of the Employer, the required skills, experience, ability, educational qualifications, training and reliability. Any employee wishing to bump must do so within one week of receiving a notice of layoff.

f) An employee who bumps will assume the pay rate of the position in the equivalent or lower classification.

g) The employee so displaced may exercise a similar right to bump in accordance with section 4(d) within one week, or the employee may elect to take severance pay equal to that provided for below.

h) Recall of laid-off employees to available vacancies in their previously held classification shall prevail over section 2 (Posting). Affected employees shall be offered reinstatement to employment in the classification held prior to layoff on the basis of seniority, in reverse order of their layoff, provided that, at the discretion and determination of the Employer, they have the experience, ability, educational qualifications, training and reliability to perform the available work. Notification of recall shall be by letter addressed to the employee's last known address on the Employer's records with a copy sent to the Union. The recall rights will not extend for a period longer than 12 months.

i) During layoff and while an employee maintains recall rights, seniority shall not be broken but shall not accrue.

j) Full-time employees may bump part-time employees subject to the restrictions and provisions set out in paragraph 5(e) above. Part-time employees may not bump full-time employees.

k) Any period of employment for which severance pay has actually been paid shall not be counted as service in calculating the amount of severance pay that may again become due after reinstatement to employment or in the calculation of eligibility for any other benefits based on length of service.

l) Employees who have been laid off and maintain recall rights will be eligible to apply for any posting under section 2(b).

III. Torstar.com Classifications and Salaries

Effective on ratification, the following classifications and minimum weekly salaries will be added to the Torstar.com department section of Appendix C to the collective agreement:

TORSTAR.COM						
	Start	**After 1 year**	**After 2 years**	**After 3 years**	**After 4 years**	**After 5 years**
Producer (Digital, Video, Audio)	1,107.26	1,147.61	1,195.30	1,302.65	1,328.70	1,355.27
1/1/2023	1,129.41	1,170.56	1,219.21	1,328.70	1,355.27	1,382.37
1/1/2024	1,140.70	1,182.27	1,231.40	1,341.99	1,368.82	1,396.20
1/1/2025	1,163.52	1,205.92	1,256.03	1,368.83	1,396.20	1,424.12
1/1/2026	1,175.15	1,217.97	1,268.59	1,382.52	1,410.16	1,438.36
Social Media Assistant	824.55	857.54	890.52	961.76	981.00	1,000.63
1/1/2023	841.04	874.69	908.33	981.00	1,000.62	1,020.64
1/1/2024	849.46	883.44	917.41	990.81	1,010.63	1,030.85
1/1/2025	866.44	901.11	935.76	1,010.62	1,030.84	1,051.46
1/1/2026	875.11	910.12	945.12	1,020.73	1,041.15	1,061.98

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

Dated this 10th day of May, 2013.

Mr. Mike Sullivan
Unifor Local 87-M
5915 Airport Rd., Suite 510
Mississauga, Ontario L4V 1T1

Dear Mike:

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

Any compressed work week schedule or arrangement must not interfere with The Star's production requirements and would take into account the needs of the employee and the business and operational requirements of The Star. Also, the overriding, but not exclusive guideline and concern of The Star is that no additional direct or indirect costs shall result to The Star in connection with the implementation of any compressed work week arrangement.

It is our view that compressed work week arrangements would not be suitable for all areas and one of the matters that would have to be discussed is the identification of areas or classifications that would be potentially suitable to such schemes.

The implementation of specific compressed work week arrangements would necessarily be on a trial or preliminary basis. In the event that an implemented schedule in fact resulted in additional costs to The Star or adversely affected its business or operational performance, the arrangement would be subject to suspension or cancellation.

We recognize the possibility that a participating employee would wish to return to their regular work schedule and would contemplate that that would be done on notice, subject to The Star's being able to accelerate the individual's return in certain circumstances.

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

The Union may propose to the Company a four day work week in any particular work area.
In exercising its discretion to approve a four day work week, the Company will follow the following process:

(i) it will provide to the Union any scheduling or overtime data that is relevant to its decision to approve or deny the Union's request, including operational difficulties and indirect costs, and will explain fully the reasons for approving or denying the request. This discussion will normally

take place at the departmental level between the chief steward and the appropriate department head;

(ii) if either party wishes to request the assistance or involvement of Labour Relations staff or the Guild Unit Chair, a further meeting will be held to discuss the union's proposal;

(iii) adherence to this process is subject to the grievance procedure, however, the Company's decision will not be subject to the grievance or arbitration provisions of the collective agreement.

In the event that the preceding process leads to an acceptable framework for the implementation of a compressed work week trial arrangement, The Star agrees that it will implement that framework for a trial period as settled between us. All terms and conditions for that framework and trial period would be as agreed to by The Star and the Guild at that time. Upon completion of the trial period, compressed workweek may be implemented however, it would be subject to cancellation or suspension by either the employee or Employer upon 30 days notice.

Yours truly,

Alan K. Bower
Director of Labour Relations

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

Dated this 10th day of May, 2013.

Employees shall have the right to select a flexible part-time work schedule in accordance with the conditions set out in this Supplemental Agreement:

1. (a) Each flexible work schedule shall be subject to approval by the Employer, taking into account the needs of the employee and the business and operational requirements of the Employer. In considering employees' requests, the Employer shall not act in a manner which is arbitrary, discriminatory or in bad faith.

(b) An eligible employee is one who is:

(i) in a regular full-time position; and

(ii) in a non-probationary status.

2. (a) An employee who selects a flexible work schedule after approval pursuant to section 1(a) must give the Employer at least six (6) weeks' written notice before the schedule can be implemented. The Employer must advise the employee within four (4) weeks from the time the employee submits their request for a flexible work schedule whether approval is granted under the conditions set out in Section 1(a).

(b) The schedule must cover a period of not less than six (6) months and not more than twelve (12) months.

(c) At the end of the flexible work schedule, the employee shall have the right

(i) to revert to their prior full-time position or a comparable full-time position within the employee's job classification or, if the flexible work schedule is in a different job classification, the employee's prior job classification;

(ii) subject to the conditions set out in section 1(a), to renew their flexible work schedule for one (1) further term of not less than six (6) months and not more than twelve (12) months. Upon request, the Employer may, at its sole discretion, and notwithstanding paragraph 1(a) above, agree to renew the employee's flexible work schedule by a further term of not less than six (6) months and not more than twelve (12) months ; or

(iii) subject to the conditions set out in section 1(a), to agree with the Employer that the flexible work schedule shall be permanent.

(d) If the employee wishes to renew the flexible work schedule for one further term; or if the Employer, at its sole discretion, agrees to renew an employee's request for a further term for a flexible

work schedule as permitted under section 2 (c) (ii) above or if the employee wishes to make the flexible work permanent, the employee shall initiate that process by giving the Employer at least six (6) weeks' written notice before the end of each successive flexible work schedule period, failing which the employee shall not be permitted to continue the flexible work schedule and will revert to their prior full time position or a comparable full time position within the employee's job classification or, if the flexible work schedule is in a different job classification, the employee's prior job classification.

(e) If the employee and the Employer shall have agreed to renew the flexible work schedule, at the end of the second flexible work schedule period or, in the case where the Employer, in its sole discretion, agrees to a third flexible work schedule under section 2(c)(ii) above, the employee shall have the right

(i) to revert to their prior full-time position or a comparable full-time position within the employee's job classification or, if the flexible work schedule is in a different job classification, the employee's prior job classification or,

(ii) subject to the conditions set out in section 1(a), to agree with the Employer that the flexible work schedule shall be permanent.

In order that the employee might seek to make the flexible work schedule permanent, the employee shall give the Employer at least six (6) weeks' written notice before the end of the last flexible work schedule period.

3. In applying for any flexible work schedule, the applicant shall ensure that the Union receives a copy of their written application. An applicant who is approved as provided for above shall sign an agreement that includes a declaration by the employee that the employee has been made aware of, fully understands, and accepts the conditions of employment as a part-time employee as provided for in this Supplemental Agreement and that the employee has been advised by the Union of the implications of their decision. Any request by an employee to make their flexible work schedule permanent shall be on notice to the Union and shall be subject to Union approval. In considering such requests, the Union shall not act in a manner that is arbitrary, discriminatory, or in bad faith.

4. During the period of an employee's participation in a flexible work schedule, their prior full-time position may be filled by a temporary employee or by additional hours being offered to part-time employees pursuant to the provisions of Article 25. Such additional hours shall not prejudice the part time status or base hours of any part-time employee. If the flexible work schedule is made permanent, any available position or additional hours may then be filled on a permanent basis.

5. The employee shall suffer no loss of seniority as a result of participating in a flexible work schedule.

6. When participating in a flexible work schedule, the employee shall be reclassified from regular full-time to regular part-time. Benefits for the employee on a flexible work schedule shall be adjusted on a pro rata basis the same manner as part-time employees' benefits are adjusted in accordance with Clause (2502). All other rights of the employee with respect to terms and conditions of employment shall be those of a regular part-time employee for all purposes as set out in the Collective Agreement, except that the employee shall accrue seniority as a full time employee while on the flexible work

schedule and, for the purposes of Article 16, shall remain on the full-time seniority list applicable to their prior full-time position.

7. When the employee's flexible work schedule is confirmed as permanent, the employee shall no longer have the right to revert to their prior or any full-time position. Any subsequent change in employment status shall be subject to the provisions of the Collective Agreement, including, but not limited to, the provisions of Article 8 with respect to the posting of vacancies and selection of candidates. If, after having entered into a permanent flexible work schedule, the employee succeeds in returning to full-time status, they shall be entitled to retain all seniority earned prior to transferring to part-time status and to any seniority acquired as a part-time employee, all to the full extent provided by the Collective Agreement.

CEP, LOCAL 87-M
SOUTHERN ONTARIO NEWSMEDIA GUILD
PER: Mike Sullivan

TORONTO STAR NEWSPAPERS LIMITED
PER: Alan Bower

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

Dated this 10th day of May, 2013.

1. (a) Any two eligible employees working in the same Department and in the same job classification may make application to the Employer to share a full-time job. Such an arrangement shall be subject to approval by the Employer and the Union, taking into account the needs of both the employees involved and the Employer.

(b) An eligible employee is one who is (i) in a regular full-time position (ii) in a non-probationary status and (iii) performing at a satisfactory level which shall include but is not limited to having a satisfactory attendance record.

2. Each approved job-sharing agreement shall be implemented on an experimental basis for a period of up to 6 months. Prior to the end of that period, the employees involved, the Employer and the Union will be required to (i) agree to make the job-sharing agreement a permanent arrangement or (ii) establish a termination date within the experimental period to the job-sharing agreement with the employees involved returning to their pre job-sharing full-time position or a comparable full-time position. During the experimental period, previous regular positions of the employees involved may be filled by temporary hire. If the job-sharing agreement becomes permanent such positions may be filled on a permanent basis.

3. A regular work schedule shall be established in the job-sharing agreement. Changes to the regular work schedule which are of a permanent nature may only be made by mutual agreement of the participating employees and departmental management.

4. Employees who are job-sharing shall be reclassified from regular full-time to regular part-time at the commencement of the job-sharing agreement. The rights of the participating employees with respect to pay and benefits and conditions of employment will be those of regular part-time employees as set out in the Collective Agreement.

5. (a) During the experimental period the job-sharing agreement may be terminated by either of the participating employees or the Employer on thirty (30) days written notice to the other parties. In that event, the employees involved revert to their pre job-sharing regular full-time positions or comparable positions at the end of that period.

(b) When a job-sharing agreement is confirmed as permanent as provided above, the participating employees shall no longer have the right to revert to their pre-job share regular full-time positions. Any change in employment status shall be subject to the provisions of the Collective Agreement including, but not limited to, the provisions of Article 8 with respect to the posting of vacancies and selection of candidates. If either participating employee is successful in returning to regular full-time status they shall be entitled to retain all of their seniority earned prior to their transfer to part-time status and to any seniority acquired as a part-time employee, to the extent provided by the Collective Agreement.

(c) In the event that either participating employee elects to resign from employment or if the employment of one is terminated in some other manner or if one is successful in moving to another position, the other employee, at the discretion of the Employer, shall be reclassified as full-time or continued as part-time in the position which was being shared unless a replacement job-sharing participant can be found within thirty (30) days of such employee's ceasing to be a party to the job-sharing agreement. Any replacement must be an eligible employee as defined above and must be approved by the Employer.

6. Employees wishing to apply for a job-sharing arrangement shall complete and submit to the Employer a job-sharing application which shall be available from the Employer. Copies must be submitted to the applicable department manager and the Union. Applicants who are approved pursuant to the foregoing will be required to sign a job-sharing agreement which shall include as one of its terms a declaration that the participating employees have been made aware of and fully understand the conditions of employment of regular part-time employees and have been advised by the Union of the implications of their decision.

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

January 25, 2008

Mr. Mike Sullivan
Unifor Local 87-M
5915 Airport Rd., Suite 510
Mississauga, Ontario L4V 1T1

Dear Mike:

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

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

Yours truly,

Alan Bower
Director of Labour Relations

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

January 25, 2008

Mr. Mike Sullivan
Unifor Local 87-M
5915 Airport Rd., Suite 510
Mississauga, Ontario L4V 1T1

Dear Mike:

Clause (704) of the Collective Agreement expresses a limitation on the number of scheduled working shifts as defined under Clause (701), over a two consecutive pay week period.

For added clarity, the consent to exceed the scheduling limitation in Clause (704) is voluntary and is intended to allow the balancing of individual lifestyle considerations with operational requirements – whenever possible and efficient to do so.

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

Yours truly,

Alan K. Bower
Director of Labour Relations

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

January 25, 2008 and as amended on February 28, 2017

Mr. Mike Sullivan
Unifor Local 87-M
5915 Airport Rd., Suite 510
Mississauga, Ontario L4V 1T1

Dear Mike:

The Company agrees to the following administration of Clause (705):

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

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

Yours truly,

Alan Bower
Director of Labour Relations

LETTER OF AGREEMENT

Dated this 10th day of May, 2013.

RE: SUMMER STUDENTS / SUMMER CSR REPRESENTATIVES

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

First Summer	Second Summer	Third Summer	Fourth Summer
665.32	707.91	750.40	790.98

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

Yours truly,

Alan Bower
Director of Labour Relations

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

January 25, 2008

Mr. Mike Sullivan
Unifor Local 87-M
5915 Airport Rd., Suite 510
Mississauga, Ontario L4V 1T1

Dear Mike:

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

Yours truly,

Alan Bower
Director of Labour Relations

LETTER INSIDE OF THE COLLECTIVE AGREEMENT

Date: January 25, 2008

Memorandum of Agreement Re: Job Review

1. The parties acknowledge that they have developed a mutually agreed upon job review procedure to be utilized by the Company where the Union seeks a review of any classification within a job group based on the Union's assertion that there has been a significant change on or after March 2003 in the job duties and requirements or as a result of any technological change impacting the job duties. The assertion may include a claim that a position is no longer part of its former classification because of the significant change in job duties and requirements or as a result of any technological change.

2. The parties agree that once the union submits a classification to the Company for review, the job review shall be conducted by the Company in accordance with the agreed upon job review procedure. Upon the completion of the job review, the Company shall determine whether a wage increase should be implemented and shall advise the Union of its decision. Subject to the terms herein, the Company will complete a job review within 60 days (or such greater period mutually agreed upon between parties) of the date on which the Union's request for a review (together with supporting explanations) is submitted to the Company. Any wage increase will be effective on the earlier date on which the Company issues its wage determination or the 61st day after the date on which the Union's request for a review was submitted to the Company. If the Union submits more than three claims within a 60 day period, the time for completion of the reviews and the period for which retroactivity is paid may be extended by the Company for a reasonable period.

3. The Company shall provide the Union, upon request, with full disclosure of all documents and compensation practices relied upon for the purposes of conducting the job review and reaching the salary determination.

4. The Union has the right to grieve the results of a job review, save and except that the Union can submit no more than two (2) job review grievances to arbitration each calendar year.

5. The Union's right to grieve the results of the job review shall not mean that the Union can challenge the job review procedure as agreed upon between the parties (including the job evaluation factors, levels, point and percentage values for job evaluation factors and levels). The Union shall be entitled to grieve the accuracy of the job description (where it has not otherwise been agreed upon) utilized by the Company, the correct application of the agreed upon job review process, and whether the Company's wage determination and retroactivity payment is unfair, unreasonable, arbitrary or inconsistent. Nothing herein entitles the Union to participate in the creation of any job description.

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

Dated this 10th day of May, 2013.

Pursuant to Clause (1008) of the Agreement, employees who have completed a minimum of twelve (12) months' continuous active employment shall be entitled to participate in a self-funded voluntary leave plan. Employees who wish to participate shall execute any documents required to provide for the initiation of the Plan or to give effect to its terms.

Conditions of the leave plan are as follows:

1. The Plan shall meet all the requirements of the Income Tax Act. Employees shall be responsible for the tax consequences of their participation in the Plan and of any failure to comply with the requirements of the legislation or the Plan.

2. The leave must be for a minimum of six (6) months and no longer than twelve (12) months. The contributions shall be no more than 33 1/3% of earnings and no less than 5% of earnings. An employee who participates in the Deferred Compensation Leave Plan must take their leave not later than six (6) years following the commencement of their participation in the Plan.

3. The funds being deferred shall be held in a trust account with a financial institution arranged by the Employer. Interest on the account (net of any charges levied by the financial institution in connection with the establishment and maintenance of the trust account) shall be paid to the employee annually.

4. Funds from the trust account will be paid to the employee on a monthly or lump sum basis during the leave. In the event of the death or termination of the employee prior to payments being made to exhaust the funds in the trust account for that employee, the balance shall be paid to the employee or at the employee's direction or the employee’s estate.

5. During the leave, benefits will continue provided that the employee pays the full premium cost of such benefits, except that, there shall be no Short or Long Term Disability coverage during the leave period. In the event that, the employee is not fit to return to work at the end of the leave period, as defined in Article 13, Short Term Disability benefits shall commence on the date on which the employee was scheduled to return to work.

6. Seniority accumulation for employees on leave shall be as set out in Clause (1605) in the Agreement.

7. (a) The employee must give the Employer irrevocable written notice of their request for leave under the Plan at least six (6) months prior to the requested start date of their intended leave. In addition, the employee shall indicate the period of leave requested and shall confirm, in writing, the return date thirty (30) days in advance of the scheduled return.

(b) The only exceptions to (a) above, shall be that the employee may withdraw from the Plan in the event of Long Term Disability, termination of employment, death or any other reason as agreed by the employee and the Employer.

8. Selection of employees who apply for a leave pursuant to the terms of the Plan shall be on the basis of first come, first considered (subject to paragraphs 9 and 11 following). The same principles shall apply in the event that two or more employees request leave for the same period or starting at the same time and all applicants cannot be accommodated.

9. An employee shall not be entitled to leave in circumstances where their absence might interfere with the normal business or operations of the Employer. Employees are cautioned that operational requirements are likely to preclude leave being granted to all otherwise eligible employees at their preferred times and that, therefore, employees shall be responsible for ascertaining the availability of leave opportunities and ensuring, to the extent possible that they shall be able to obtain leave within the parameters of the Plan and the Income Tax Act requirements.

10. An employee who is absent on leave may be replaced for the full duration of their leave by a part-time or temporary employee notwithstanding any limitation or restriction otherwise applicable under the provisions of Articles 24 and 25.

11. An employee shall not be permitted to use leave under the Deferred Compensation Leave Plan to extend any other leave obtained pursuant to the Collective Agreement or statute. Accordingly, upon completing a period of leave taken under the terms of the Plan, the employee must return to active employment for a minimum of six (6) months before being eligible for any other leave (except pregnancy or parental leave provided for in Article 10) and an employee shall not be entitled to commence a leave under the terms of the Plan if the employee would be or become eligible for another leave commencing during or immediately after the leave to be taken under the terms of the Plan.

12. In accordance with the requirements of the Income Tax Act, the employee must return to work for a period of time at least equal to the period of the leave.

13. On return from leave, the employee shall be returned to the job classification in which they worked immediately prior to going on leave and at the appropriate rate of pay for that classification. If the employee's position in that classification no longer exists, the employee shall be placed in a comparable position. If the employee's classification has been affected by a staff reduction, the employee shall be placed in a job classification which the employee may be entitled to claim by virtue of their qualifications, abilities, and seniority. In the event that the employee's classification is affected by a staff reduction during the employee's leave, the employee shall, for all purposes associated with the staff reduction (including but not limited to any notice requirements), be treated as if the employee was at work and actively employed.

Letter of Understanding Inside the Collective Agreement

February 28, 2017

Gary Ellis
National Representative, Unifor
205 Placer Court
Toronto, ON M2H 3H9

Dear Gary,

This will confirm the agreement reached by the parties during collective bargaining that, during the term of the renewal collective agreement, the Employer will invite and encourage employees to request up to five days off without pay. For the purposes of administering these requests and leaves of absence, the parties have agreed that such leaves will be granted under the provisions of Article 10.

Sincerely,

Alan K. Bower
Executive Director

MEMORANDUM OF AGREEMENT

WHEREAS the Employer gave notice in the 2005 collective bargaining negotiations with regard to the application of the 26 weeks of Short Term Disability (STD) benefits;

AND WHEREAS the impact of the notice has the potential to result in employees having a gap in income in certain circumstances;

AND WHEREAS the Employer and the Union (the "Parties") have met to discuss this matter;

THE PARTIES AGREE:

The following administrative practice will be implemented by the Employer and that the notice given in bargaining is not impacted. This document is an administrative practice that will be implemented by HR or the manager of health and safety. It is intended to address the fact that there will be circumstances where an employee will have exhausted their entitlements to short term disability benefits prior to returning to work to full duties or to being eligible for receipt of long term disability benefits (if applicable).
This administrative practice is guided by the following three general guidelines:

1. Employees should not be discouraged from returning to work on a gradual basis;

2. The Employer wishes to avoid or minimize hardship that may occur due to gaps in income hardship that may be suffered by employees when absent from work due to disability;

3. Employees, if necessary, should be provided with sufficient time to plan for potential gaps in income that they may experience; and,

The Employer and the Union agree that it is in their combined interests to curb abuse of the short term disability benefit.

<u>Administrative Practice</u>

1. When an employee has exhausted four (4) months (cumulative or otherwise) entitlement of short term disability benefits, HR will conduct a formal Four Month Case Review.

2. The purpose of the Four Month Case Review is to determine the answers to the following questions:

    a) Should the employee be provided with an application for long term disability benefits? If the employee's return to work is not imminent, the answer to this question will be "yes" in all circumstances.

b) Should the employee be considered for permanent accommodation? It is acknowledged that this assessment does not occur until the employee reaches their Maximum Medical Recovery ("MMR"), which may not have occurred at the Four Month Case Review.

c) Is the employee likely, based on the information available to HR, to exhaust the 26 week entitlement to short term disability benefits? HR will forward all cases where it is anticipated that the employee will suffer a gap in income due to the fact they will have exhausted their short term disability entitlement. Labour Relations will review the file and determine whether, consistent with the objectives stated above, the employee's entitlement to short term disability benefits should be extended for a maximum of three months to bridge to a full return to work or the date upon which the employee may be eligible to receive long term disability benefits (if approved by the insurer). Any extension that is made will be without prejudice to the parties' strict rights under the collective agreement. If such an extension is granted, the Manager of Labour Relations, or her designate, shall advise the Union.

LETTER OF UNDERSTANDING

January 25, 2008

Mr. Mike Sullivan
Unifor Local 87-M
5915 Airport Rd., Suite 510
Mississauga, Ontario L4V 1T1

Dear Mike:

In the course of bargaining for the renewal of the collective agreement, the parties agreed that the Company has no obligation for any costs associated with or resulting from any action taken by the Provincial or Federal governments that would result in a cost to an individual for health care coverage ("downloading") on or after January 1, 2008. Specifically, this letter confirms that the Company and the Union agree that the collective agreement does not contemplate that any costs resulting from downloading being covered by the collective agreement, and agrees that should any downloading occur, these costs will not be the responsibility of the Employer. The Union also agrees that it will not bring forward any grievances either on behalf of employees or by the Union asserting that the Employer has any obligation for any costs resulting from downloading.

Yours Truly,

Alan K. Bower
Director of Labour Relations

January 25, 2008

Mr. Mike Sullivan
Unifor Local 87-M
5915 Airport Rd., Suite 510
Mississauga, Ontario L4V 1T1

Dear Mike:

All active employees age 65 or older shall not be covered by the provisions of Article 14 – 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 14, and shall be covered by the Flexible Healthcare Program. For clarity, employees 65 or older shall maintain benefit coverage set out in Article (1402) and (1403) (AD&D and life insurance, 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 2008 are as per the Company proposal dated December 21, 2007, 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

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

Dated this 10th day of May, 2013

This will confirm our recent discussions and agreement regarding certain issues relating to the Star's management of disability absences and return to work programs.

- The employee shall provide medical documentation that is satisfactory to the Company, which can include both Doctor's notes and opinions and Attending Physician's Statements.

- An employee returning to work on modified duties or shifts will be monitored by the Return to Work (RTW) committee. The Committee shall consist of one representative from the Union. A letter outlining the agreed rehabilitation program will be given to the employee taking into consideration any medical restriction.

- When an employee is returned to work on modified duties or shifts, the period of modified time shall not count as a return to active employment for the purpose of re-establishing eligibility (Clause 1308(i)). Active employment does not include unauthorized absences or absences due to disability.

- An employee who is working on modified duties or time who at the end of the 6 months of short term disability (STD) has not been medically cleared to return to active employment, will be reviewed by the RTW Committee and then referred to Labour Relations for decision and recommendation in accordance with the Gap in Income Protocol. Under no circumstances will the entire period of the STD be extended by more than 3 months.

LONG TERM DISABILITY (LTD) REHABILITATION PROGRAM

- An employee on an LTD Rehabilitation Program will continue to receive his/her monthly payments to a maximum of 60% of his/her regular salary from the insurance carrier, subject, of course, to the eligibility decision of the insurance carrier.

- While an employee is in an LTD same Rehabilitation Program and able to perform all of the essential duties of their pre-injury position, The Star is prepared to pay the employee for any actual hours worked which are in excess of 60% of the work week during their rehabilitation program in addition to their regular monthly payment from the insurance carrier.

- No employee will be eligible to receive more than 100% of his/her salary while on this program. They will not be eligible for any overtime, extra shifts or holiday coverage.

- For all provisions of the Collective Agreement, these employees will still be considered to be on LTD.

- Once the employee has been medically cleared to return to active employment, the employee shall be added to payroll. This date would be considered the start of Return to Active Employment under Clause 1308(i).

- Prior to his/her return on an LTD Rehabilitation Program or other-wise, the employee must be cleared by the Employer's case management provider.

The Star is pleased that we have been able to work together to address these RTW issues and by the Guild's commitment to assisting in rehabilitating employees and returning the employee to the workplace as quickly as medically possible. This letter is, of course, subject to Company policies regarding attendance and absenteeism.

BENEFITS, HEALTH & WELLNESS Document # 5
RE: Long Term Disability/Duty to Accommodate and Return to Work

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

January 25, 2008

Mr. Mike Sullivan
Unifor Local 87-M
5915 Airport Rd., Suite 510
Mississauga, Ontario L4V 1T1

Dear Mike:

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

Yours truly,

Alan K. Bower
Director of Labour Relations

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

January 25, 2008

Mr. Mike Sullivan
Unifor Local 87-M
5915 Airport Rd., Suite 510
Mississauga, Ontario L4V 1T1

Dear Mike:

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

Yours truly,

Alan Bower
Director of Labour Relations

Letter of Understanding Inside the Collective Agreement

May 10, 2013

Mr. Gary Ellis
Unifor Local 87-M
5915 Airport Rd., Suite 510
Mississauga, Ontario L4V 1T1

Dear Gary:

This letter will confirm the understanding reached by the parties during collective bargaining concerning the protocol that the Company will follow when considering an employee's request for a leave of absence due to a family emergency.

Application & Conditions

1. The entitlement to a family emergency leave is restricted to requests regarding the family members listed in Article 1006 (Bereavement Leave).

2. A family emergency leave must be a minimum of four (4) weeks and shall be no more than eight (8) weeks. An employee may make a special request for an extension of up to four (4) weeks.

3. An employee's request for an emergency leave will be granted at the Company's discretion and subject to the Company's operational needs. Limits may be placed, at the Company's discretion, on the number of employees in any one department able to take a family emergency leave during any period of time. Permission will not be unreasonably withheld.

4. The Company may require employees taking a family emergency leave to provide medical, or other reasonable, evidence of the need for such a leave.

5. An employee who has been advanced pay under this letter and who has not completed the repayment of that money before ceasing employment (for whatever reason) will still be required to repay the full amount owing to the Company. The employee will sign a direction and authorization to such effect upon the commencement, and as a condition, of such leave.

Protocol for Requesting and Granting Leave

6. Upon application in writing from the employee to the Department Head, a leave of absence to attend to a family emergency may be granted at the discretion of the Company for good and sufficient cause. The Department Head will respond to the employee's request within two (2) business days.

7. If a leave of absence is granted, prior to receiving any payment under paragraphs 8 or 9 below:

a. An employee must exhaust all available paid time off in the following order:

   i. Unused vacation carried over from the prior year under Article 1206;

   ii. "Banked" vacation accumulated under Article 1207; and,

   iii. Overtime compensation that the employee requested as time off under Article 709 (A).

b. An employee may use vacation for the current year under Article 1201.

8. An employee who has exhausted all available paid time off as described under paragraph 7(a), and who requires additional time off, will apply for the compassionate care benefits available under Employment Insurance (EI). Where an employee is approved for EI compassionate care benefits:

   i. The Company shall advance payment equal to sixty percent (60%) of base pay during the two (2) week EI waiting period;

   ii. The Company will subsequently advance payment equal to the difference between the payments received from EI and sixty percent (60%) of the employee's base straight-time pay for a maximum of six (6) weeks, subject to continued government legislation and approval; and,

   iii. Upon the employee's return to work, the employee's total compensation, including incentive pay, premium pay, commission, and merit pay, will be reduced by forty percent (40%) until the amounts advanced under (i) and (ii) have been fully repaid.

9. An employee who has exhausted all other available paid time off, as described in paragraph 7(a) and EI benefits under paragraph 8, (or who has not qualified to receive EI benefits), and who requires additional time off, may make special application to the Executive Director of Labour Relations for a partial salary advance on compassionate grounds. If approved, the employee will be advanced payment equal to sixty percent (60%) of the employee's base straight-time pay. Upon the employee's return to work, the employee's total compensation, including incentive pay, premium pay, commission, and merit pay, will be reduced by forty percent (40%) until the partial salary advance has been fully repaid.

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

Yours truly,

Alan K. Bower
Executive Director of Labour Relations

MISCELLANEOUS Document # 1
RE: Highway Traffic Act Violations

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

March 26th, 1998

Mr. Mike Sullivan
Unifor Local 87-M
5915 Airport Rd., Suite 510
Mississauga, Ontario L4V 1T1

Dear Mike:

This will confirm The Star's position with respect to non-moving violations of the Highway Traffic Act and/or appropriate Municipal By-Laws, which may occur during the course of an employee's work performance.

a. Employees should park or stop in areas legally designated for that purpose whenever possible.

b. In the event that an employee finds they have no reasonable alternative but to park or stop in an area not legally designated for that purpose during the course of their work performance and as a result incurs the issuance of a traffic ticket, the Employer will pay the fine. The employee however must advise their Supervisor of the fact immediately following the issuance of the ticket. Any delay in advising Supervision which results in additional levies or fines will not be paid by the Employer.

c. If an employee is charged with an offense which appears to have arisen out of the performance of their duties on behalf of the Employer, the question of whether or not such an employee should be provided with legal assistance should in my view be dealt with at a very senior level within both the Guild and the Company. It would be acceptable to The Star to have such issues reviewed by a permanent standing committee made up of the Director of Human Resources and a Vice President of the Company, the Unit Chairman and the Executive Officer (or other senior designated Guild representatives).

Yours truly,

Jagoda S. Pike

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

January 25, 2008

Mr. Mike Sullivan
Unifor Local 87-M
5915 Airport Rd., Suite 510
Mississauga, Ontario L4V 1T1

Dear Mike:

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

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

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

All such employee contributions to the Unifor Social Justice Fund shall be recorded on the employee's T4 form.

Yours truly,

Alan K. Bower
Director of Labour Relations

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

January 25, 2008

Mr. Mike Sullivan
Unifor Local 87-M
5915 Airport Rd., Suite 510
Mississauga, Ontario L4V 1T1

Dear Mike:

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

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

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

Yours truly,

Alan Bower
Director of Labour Relations

Letter of Understanding Outside the Collective Agreement

February 28, 2017

Gary Ellis
National Representative, Unifor
205 Placer Court
Toronto, ON M2H 3H9

Dear Gary,

This letter confirms the agreement reached between the parties that a rigorous and formal labour-management committee process will facilitate the administration of the collective agreement and promote constructive workplace relations. To that end, the parties have agreed to conduct regularly scheduled meetings for the purpose of discussing matters of mutual interest, excluding grievances. To that end, the parties will establish a labour-management committee (the "Committee") to conduct those discussions, which will operate as follows:

1. The Toronto Star will be represented by the following: (1) a member of the labour relations department or their designate; and (2) one or two operational managers from the department(s) most directly affected by the matters being discussed.

2. The Union will be represented by the following: (1) the unit chair or designated local executive; and (2) two employees from the department(s) most directly affected by the matters being discussed.

3. The parties will identify their representatives to one another within 30 days of ratification of the renewal collective agreement.

4. The first meeting will occur within 60 days of the ratification of the renewal collective agreement.

5. The second meeting will take place within 30 days of the first meeting. Except by mutual agreement, all subsequent meetings will occur no less frequently than every quarter thereafter.

6. The agenda for the first meeting will address the specific issues identified in Appendix A.

7. Agenda items for each meeting will be submitted by each party to one another at least 10 working days prior to the meeting.

8. The Employer's representatives will be responsible for taking and distributing minutes of each meeting.

9. The Committee constitutes how the parties have agreed to administer the "informational meetings" described in Clause 506. Any department-specific Union-management committee

that existed at the expiry of the collective agreement will be disbanded and replaced by the Committee.

10. The Committee will set its own administrative rules including, but not limited to: the order in which the issues identified in Appendix A will be addressed; maintaining a formal record of discussions; and documenting agreed-upon follow-up activities.

11. The Committee will be responsible for making written recommendations to senior managers.

12. There will be no reprisal, threats of reprisal, or penalty imposed on any employee arising from her or his participation in the Committee.

This letter does not restrict either party from exercising an existing right under the collective agreement.

Yours truly,

Alan K. Bower
Executive Director of Labour Relations

Appendix A - Agenda Items

1. Enhanced workplace communication with the objective of enhancing civility, diversity, openness, teamwork, and career development
2. The parties' joint commitment to a workplace free from discrimination and harassment
3. Scheduling and hours of work
4. The Employer's practices regarding short-term disability and long-term disability
5. Expenses
6. Moment of Silence – Dec. 6
7. Workplace Diversity
8. Temporary employee use and tracking
9. Town Hall updates from senior management (as applicable)

Letter of Understanding Outside the Collective Agreement

February 28, 2017

Gary Ellis
National Representative, Unifor
205 Placer Court
Toronto, ON M2H 3H9

Dear Gary,

This letter will confirm the parties' agreement reached during collective bargaining that the Employer may employ Alex Ballingall, Alyshah Hasham, and Marco Chown Oved, the "Fixed-Term Employees," on the following terms and conditions of employment:

1. The Star will pay the Fixed-Term Employees at the minimum wage rates and in the departments described in Appendix C to the collective agreement.

2. A Fixed-Term Employee will be deemed to have been hired for a term not to exceed two years from the date of ratification of the collective agreement. In the event that a Fixed-Term Employee's employment exceeds this two-year term, such employee will become a regular employee and subject to the full terms of the collective agreement.

3. Fixed-Term Employees will not establish seniority under either this letter or the collective agreement.

4. In the event that a Fixed-Term Employee subsequently becomes a regular employee under the collective agreement, the Star will recognize the Fixed-Term Employee's date of hire for the purposes of service and seniority for the period of contiguous service up to the date of appointment to permanent status. If a Fixed-Term Employee has at least six months of contiguous service prior to being appointed to permanent status, the time actually worked will be considered to be part of the employee's probationary period. A Fixed-Term Employee who becomes a regular employee will be subject to the full provisions of the collective agreement.

5. The following articles of the collective agreement will apply to all Fixed-Term Employees: Preamble, Article 1 (Exclusions), Article 2 (Jurisdiction and Relationship), Article 3 (Union Membership and Dues Check-Off), Article 4 (Information), Article 5 (Representation and Meetings), Article 7 (Hours of Work and Overtime), Article 10 (Leaves of Absence), Article 11 (Recognized Holidays), Article 12 (Vacation), Article 13 (Short- and Long-Term Disability), Article 14 (Benefit Plans), Article 1505 (Group Retirement Savings Plan), Article 20 (Expenses), Article 2101-2108 (Health and Safety), Article 2202, Article 2203, Article 2205, Article 23 (Miscellaneous), Article 2508, Article 2509, Article 26 (Grievance Procedure) and Article 27 (Duration and Renewal).

6. For the purposes of layoffs only, the three Fixed-Term Employees will have seniority dates calculated as commencing one year after their initial contract was signed. Fixed-Term Employees will be terminated during general layoffs based on this seniority date.

7. No notice is required for Fixed-Term Employees involving termination with cause or on the expiry of the fixed term contemplated in paragraph 2.

8. Other than when an employee is terminated for cause, when the Employer ends the employment of a Fixed-Term Employee earlier than the fixed term contemplated in paragraph 2, termination notice would apply as follows:

    a. Continuous service of more than three months but less than 24 months – two weeks' notice or pay-in lieu.

    b. Continuous service of more than 24 months – one week's notice per year of service.

9. Other than when an employee is terminated for cause, when the Employer ends the employment of a Fixed-Term Employee earlier than the term of the agreed-upon contract contemplated, the Fixed-Term Employee shall receive severance pay in a lump sum equal to one week's pay for every six months of continuous service or major fraction thereof with the Employer.

10. This letter is without prejudice or precedent. The terms of employment will not apply to any future employees hired under Article 25. For such employees, the full terms of Article 25 will apply.

Yours truly,

Alan K. Bower
Executive Director of Labour Relations

Letter of Understanding Outside the Collective Agreement RE Termination of Temporary Employees

March 28, 2019

Gary Ellis
National Representative, Unifor
205 Placer Court
Toronto, ON M2H 3H9

Dear Gary,

In accordance with Article 1701(c), for the term of the 2019-2020 collective agreement, the parties have agreed to the following modification to the layoff procedure described in Article 1701 (b):

i. In the event of a layoff, employees shall be terminated from the affected classification on the basis of seniority order.

ii. If there are one or more temporary employees who are employed under Article 25 in the affected classification, the employment of such employees will be terminated in accordance with Article 610 prior to the layoff taking effect.

iii. The Employer will advise the Union in advance of posting any vacancies in the Editorial Student Trainee classification or the One-Year Reporting Internship Program and the parties will discuss any related job security issues prior to the Employer hiring any employees in that classification and/or program.

The Union withdraws its grievance regarding layoffs in the Editorial Department dated August 31, 2016, and such grievance is fully and finally settled on the terms herein.

Yours truly,

Alan K. Bower
Executive Director of Labour Relations

APPENDIX 'A' TO COLLECTIVE AGREEMENT

EDITORIAL CLASSIFICATION CONSOLIDATION

The classifications of Journalist and Editor will be created effective upon ratification. There will be a consolidation of certain classifications in the Editorial Department. The impacted classifications are as set out in Schedule A and will be consolidated into Journalist, Editor, Page Editor and Team Editor classifications, as set out in Schedule A.

- Until the end of December 2009, the consolidation of classifications will proceed on a voluntary basis.

- On January 1, 2010, impacted employees will transfer into one of the consolidated classifications in accordance with the process set out Schedule A (which sets out the mapping of the each consolidation).

- An employee will be entitled to volunteer to transfer into one of the consolidated classifications at any time after the date of ratification. The employee will be reclassified in the new consolidated classification immediately upon volunteering to transfer to the consolidated classification. An employee will begin receiving the rate of pay for the consolidated classification at that time.

- As of January 1, 2010, consolidation is implemented and all employees who are not already in a consolidated classification will be transferred into a consolidated classification. Thereafter such employee will receive the rate of pay for the consolidated classification. Such employee will still have certain legacy position assignment rights as set out below.

- The following classifications will not be impacted by the editorial consolidation:

    - Columnist
    - Editorial Cartoonist
    - TSS Sales Representative
    - Supervisor Library & Research Services
    - Editorial Support Systems Specialist
    - TSS Sales Assistant
    - Library & Research Specialist
    - TSS Library & Research Specialist
    - Assistant Library and Research Specialist
    - Make-Up Assistant – What's On
    - TSS Sales Assistant
    - Editorial Assistant
    - Syndicate Accounting Clerk
    - Syndicate Sales Co-Ordinator
    - Editorial Student Trainee
    - Head Office Messenger
    - TSS Clerk Typist
    - Office Messenger

- There will also be no change to the overtime rules with respect to columnists. Nothing prevents the assignment of columns to other classifications, as is the current practice.

- Editorial Writers shall be grandfathered for the life of the collective agreement, at which time they shall migrate to Journalist. If an Editorial Writer leaves the classification, the Company would not fill the classification, but rather if a vacancy is declared, a Journalist would be posted.

- Deputies - There are currently 4 Deputy classifications that have incumbents (Deputy National Editor, Deputy Business Editor, Deputy Entertainment Editor, Deputy Life Editor). Effective upon January 25, 2008, the Company will create one Deputy classification. There will be five assignments in the classification: Foreign Editor, National Editor, Business Editor, Entertainment Editor, Life Editor. The classification will be in group 1.

- As part of the consolidation five positions will be deleted when the incumbent in the position at January 25, 2008 "leaves" (Artist, Art Room Supervisor, Graphics Researcher, Star Probe Researcher, Designer). NOTE: Any work remaining from these above 5 classifications after the retirement, resignation or departure of the current incumbents will be transferred into other classifications. For added clarity, the remaining work of the Artist classification will migrate to the Journalist classification, the work of the Designer will migrate to the Page Editor and the work of the Graphics Researcher will migrate to the Library.

- The vacant classifications, set out in Schedule 'B', will be deleted upon ratification.

Pay

- No loss of pay as a result of the consolidation. Wage rates of the consolidated classifications are set out in Appendix C.

- Wage progression introduced for Team Editors and Page Editors, as well as Editors and Journalists.

- All staff shall be eligible to apply for a voluntary severance program which will be launched by the Company in the first quarter of 2008.

Training

- The Company will provide training which encompasses internal training, peer to peer training, self-development tools and external training. No employee can refuse training.

- The Company will undertake an assessment of the training needs of employees. From this assessment, the Company will develop a training plan(s) for classification(s)/employee(s). Training plans may be amended from time to time.

- Training Committee – the Company agrees to set up a training committee that is comparable to the committee for PrePublishing for Editorial.

- While it is anticipated that training will be completed by end of the transition period, the Company agrees that the Training Committee can, among other issues, review concerns about whether a particular employee has been sufficiently trained. The committee can make a recommendation to management regarding additional training for an employee.

- Company will create new Guild position of Team Editor, assigned to Training and Development, who would be responsible for (and will be a member of the Training Committee):

    - Craft Champion – serve as mentor and coach to employees and groups, accountable for raising the bar for copy editing, pagination and other craft skills in the newsroom;

    - Training and Development – in furtherance of the training objectives, develop, organize and co-ordinate training programs for the newsroom in conjunction with the AME Training and Development; and,

    - Style Advocate – chair the revived Star Style Committee and with the Senior Editor News, be responsible for enforcing "Star style".

- "Legacy Position Assignments": existing employees can elect to remain in the classification held as at January 1, 2010 until December 31, 2011.

- Company retains its right to move employees between beats, departments and assignments based on operational needs.

- Employees electing to retain their "Legacy Position Assignment" shall continue in the assignment to December 31, 2011 subject to operational requirements and the work continuing to exist. Nothing would preclude people wishing to do so from performing additional tasks and duties of the consolidated classification, assuming the employee has the skills to perform the additional tasks and duties.

- Work will be focused in two fields: text and images. Text includes news or feature articles, columns, editorials and the written word in other forms (for example, blogs). Images include still photography, video, online slide shows and other forms of multi-media such as audio. After December 31, 2011, the core duties of Editors and Journalists could continue to be in their preferred field (text or images) as long as such work is available. Editors and Journalists may be assigned duties in the other field (i.e. not their preferred field) following the transition period and subject to having been trained but duties in the other field shall not represent the majority of their duties on an ongoing basis.

- Once training has been provided, employees cannot refuse assignments but Company will continue to issue assignments based on employee preference. If no employee volunteers, work will be assigned to those trained.

- Employee will not be disciplined as a result of accepting an assignment involving new skills for which they have not been trained and falling below an acceptable standard in the performance of the assignment.

- The result of the classification consolidation will have no impact on the current provisions of Article 16 as a result of this consolidation. For added clarity, bargaining unit seniority continues to apply as described under Article 16. Employees will be reclassified as of January 1, 2010, seniority rights thereafter are based on the consolidated classification.

- Assignment postings: the Company shall continue its current practice with respect to posting assignments.

- The editorial reorganization will be completed no later than December 31, 2011.

Layoffs

In the event of a general layoff on or before December 31, 2009, the Company and the union will meet to address issues relating to seniority and layoff entitlement. The parties agree that the employees will be treated as being in the consolidated classifications for the purpose of any such layoff.

SCHEDULE 'A' – Consolidated Classifications Chart

Classification Title	New classification	Number of incumbents
Chief Photographer	Team Editor	2
Head Copy Editor	Team Editor	1
Photo Assignment/Picture Editor	Team Editor	1
Starweek Editor	Team Editor	1
Travel Editor	Team Editor	1
Associate Sports Editor	Team Editor	4
Associate Travel Editor	Page Editor	1
Asst City Editor	Team Editor	4
Ontario Editor	Page Editor	1
Photo Assignment Editor	Team Editor	2
Special Sections Editor	Team Editor	1
Assistant Art Director`	Page Editor	2
Asst Entertainment Editor	Page Editor	4
Asst Features Editor	Page Editor	1
Asst Financial Editor	Page Editor	1
Picture Editor	Editor	3
Asst Foreign Editor	Page Editor	1
Asst Life Editor	Page Editor	8
Asst National Editor	Page Editor	1
Asst Sports Editor	Page Editor	3
Book Editor	Page Editor	1
Children's Page Editor	Page Editor	1
Fashion Editor	Page Editor	1
Food Editor	Page Editor	1
Copy Editor	Editor	55
Reporter	Journalist	112
Bureau Chief/Reporter - City Hall (Not Classification In C.A.)	Journalist	1
London Bureau Chief (Not Classification In C.A.)	Journalist	1

Middle East Bureau Chief (Not Classification In C.A.)	Journalist	1
Photographer	Journalist	16
Queens Park Bureau Chief (Not Classification In C.A.)	Journalist	1
Washington Bureau Chief (Not Classification In C.A.)	Journalist	1
Production Coordinator	Editor	1

SCHEDULE 'B'

Classifications to be Eliminated

Position Title	Number Of Incumbents	Guild Pay Group
Features Editor	0	1
Graphics Director	0	1
Insight Editor	0	1
News Editor	0	1
Ottawa Bureau Head	0	1
Ottawa Editor	0	1
Regional Editor	0	1
Special Sections Art Director	0	1
Zones Editor	0	1
Co-Ordinator Darkroom Electronic Publishing	0	1
Condo Living Editor	0	1a
Daily News Desk Make-Up Editor	0	1a
New In Homes Editor	0	1a
Suburban Editor	0	1a
Wheels Editor	0	1a
Supervisor Electronic Imaging	0	1a
Assistant Systems Editor	0	1a
Articles Editor	0	2
Assistant Head Copy Editor	0	2
Assistant New In Homes Editor	0	2
Assistant Photo Editor	0	2
Assistant Travel Editor	0	2
Deputy Graphics Editor	0	2
Home Editor	0	2
Science Editor	0	2
Weekend Editor	0	2
Deputy Sunday Editor	0	1
Assistant Book Editor	0	2a
Assistant Financial Editor (Co-Ordinating)	0	2b
Photo Retoucher	0	3
Layout Person	0	3
Writer-In-Training	0	3a
Dark Room Technician	0	3d

Make-Up Asst - Sports	0	3e
Make Up Assistant - Starweek	0	3e
Magazine Artist	0	4a
Magazine Co-Ordinator	0	5
Make-Up Assistant	0	5
Community News Reporter	0	5a
TSS Stockroom Clerk		5b
TSS Picture Desk	0	6
Entertainment Co-Ordinator	0	6
Secretary-Stenographer	0	7
Library Clerk	0	7
Stenographer-Typist	0	8
Steno Pool Supervisor	0	10
Syndicate Clerk		10
Teletypist	0	11
Starweek Listings	0	11
Clerk In Library	0	13
Dicta-Typist	0	14
Shipper	0	14
Clerk	0	15
Clerk-Typist	0	15
Receptionist	0	15

APPENDIX "B"

PROFIT SHARING PLAN FOR UNIONIZED EMPLOYEES OF THE TORONTO STAR

A. Purpose of the Plan

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

The purpose of this Plan is threefold:

1. To align employee compensation with business results;

2. To foster employee interest in the financial performance of the business and to focus employees on business objectives; and

3. To improve the financial and operating performance of the Corporation.

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

B. Implementation of the Plan

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

C. Eligibility for Participation in the Plan

All permanent full-time and part-time employees of the Corporation who are covered by the existing collective agreements between the Corporation and Unifor, Local 87-M are eligible to participate in the plan.

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:

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

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% up to 19.99% ($80,576,000) $ 2,417,280
4% of the Cash Margin dollars from 20 to 20.9% ($3,677,000) $ 147,080

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					
Work Week (Hours)	**Work Week (Shifts)**	**Total Hours in a Year**	**Regular Part-time Total Hours in a Year**	**Full-time Equivalent**	**Prorated Profit Share Amount**
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 C - SALARIES

EDITORIAL

* See Appendix A

Pay Group	Classification	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.	After 5 Yrs.	After 6 Yrs.
1A	Team Editor* and Deputy (Foreign, National, Entertainment, Life and Business)	1,345.28	1,459.63	1,583.69	1,718.28	1,864.35		
	1/1/2023	1,358.73	1,474.23	1,599.53	1,735.47	1,882.99		
	1/1/2024	1,372.32	1,488.97	1,615.52	1,752.82	1,901.82		
	1/1/2025	1,399.77	1,518.75	1,647.83	1,787.88	1,939.86		
	1/1/2026	1,413.76	1,533.94	1,664.31	1,805.76	1,959.26		
1E	Columnist, Assistant Art Director	1,796.08						
	1/1/2023	1,814.04						
	1/1/2024	1,832.18						
	1/1/2025	1,868.83						
	1/1/2026	1,887.52						
2	Journalist, Podcast Host/Producer	1,119.06	1,232.45	1,311.18	1,426.34	1,497.13	1,641.16	1,769.49
	1/1/2023	1,130.25	1,244.78	1,324.29	1,440.61	1,512.10	1,657.57	1,787.18
	1/1/2024	1,141.55	1,257.22	1,337.54	1,455.01	1,527.23	1,674.15	1,805.06
	1/1/2025	1,164.38	1,282.37	1,364.29	1,484.11	1,557.77	1,707.63	1,841.16
	1/1/2026	1,176.03	1,295.19	1,377.93	1,498.95	1,573.35	1,724.71	1,859.57
3F	Supervisor Library and Research Services	1,231.94	1,334.46	1,472.99	1,594.84	1,669.13	1,743.42	
	1/1/2023	1,244.26	1,347.81	1,487.72	1,610.79	1,685.82	1,760.86	
	1/1/2024	1,256.70	1,361.29	1,502.60	1,626.90	1,702.68	1,778.46	
	1/1/2025	1,281.83	1,388.51	1,532.65	1,659.43	1,736.73	1,814.03	
	1/1/2026	1,294.65	1,402.40	1,547.98	1,676.03	1,754.10	1,832.17	
3G	Library and Research Specialist	1,172.93	1,270.56	1,402.43	1,518.43			
	1/1/2023	1,184.66	1,283.27	1,416.45	1,533.62			
	1/1/2024	1,196.51	1,296.10	1,430.61	1,548.95			
	1/1/2025	1,220.44	1,322.02	1,459.23	1,579.93			
	1/1/2026	1,232.64	1,335.24	1,473.82	1,595.73			
3H	Print Designer and Digital Designer	1,108.21	1,220.48	1,298.47	1,412.52	1,482.61	1,625.25	1,709.39
	1/1/2023	1,119.29	1,232.69	1,311.45	1,426.64	1,497.44	1,641.50	1,726.49
	1/1/2024	1,130.49	1,245.02	1,324.57	1,440.91	1,512.41	1,657.92	1,743.75
	1/1/2025	1,153.10	1,269.92	1,351.06	1,469.72	1,542.66	1,691.08	1,778.63
	1/1/2026	1,164.63	1,282.62	1,364.57	1,484.42	1,558.08	1,707.99	1,796.41
5A	Editorial Assistant	879.23	923.61	969.93	1,079.90	1,174.39		

	1/1/2023	888.02	932.85	979.63	1,090.70	1,186.13
	1/1/2024	896.90	942.18	989.43	1,101.61	1,197.99
	1/1/2025	914.84	961.02	1,009.22	1,123.64	1,221.95
	1/1/2026	923.98	970.63	1,019.31	1,134.88	1,234.17
7	Editorial Student Trainee	1,020.40				
	1/1/2023	1,030.61				
	1/1/2024	1,040.91				
	1/1/2025	1,061.73				
	1/1/2026	1,072.35				
8	Head Office Messenger	811.94	856.89	903.97	1,020.40	
	1/1/2023	820.06	865.46	913.01	1,030.61	
	1/1/2024	828.26	874.12	922.14	1,040.91	
	1/1/2025	844.82	891.60	940.58	1,061.73	
	1/1/2026	853.27	900.52	949.99	1,072.35	

FINANCE AND ADMINISTRATION

Pay Group	Classification	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
2	Assistant to the Accounting Manager	1,372.54	1,434.41			
	1/1/2023	1,386.26	1,448.76			
	1/1/2024	1,400.13	1,463.24			
	1/1/2025	1,428.13	1,492.51			
	1/1/2026	1,442.41	1,507.43			
3B	Payroll Co-Ordinator	945.54	1,008.65	1,064.10	1,111.93	1,218.37
	1/1/2023	955.00	1,018.73	1,074.74	1,123.05	1,230.56
	1/1/2024	964.55	1,028.92	1,085.48	1,134.28	1,242.86
	1/1/2025	983.84	1,049.50	1,107.19	1,156.96	1,267.72
	1/1/2026	993.68	1,059.99	1,118.27	1,168.53	1,280.40
3B	Accounts Co-ordinator					
4	Senior Clerk	964.02	1,011.09	1,073.57	1,154.98	
	1/1/2023	973.67	1,021.20	1,084.31	1,166.53	
	1/1/2024	983.40	1,031.41	1,095.15	1,178.19	
	1/1/2025	1,003.07	1,052.04	1,117.05	1,201.75	
	1/1/2026	1,013.10	1,062.56	1,128.22	1,213.77	
4D	Cashiers Clerk	841.42	888.45	950.93	1,032.35	
	1/1/2023	849.84	897.33	960.43	1,042.67	
	1/1/2024	858.33	906.30	970.04	1,053.10	
	1/1/2025	875.50	924.43	989.44	1,074.16	
	1/1/2026	884.26	933.67	999.33	1,084.91	

4D	Intermediate Accounts Co-ordinator

PUBLIC RELATIONS & PROMOTION

Pay Group	Classification	First Year	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
2	Promotion Co-Ordinator	1,222.22	1,356.66	1,478.75	1,634.03	1,857.91
	1/1/2023	1,234.44	1,370.23	1,493.54	1,650.37	1,876.48
	1/1/2024	1,246.79	1,383.93	1,508.47	1,666.87	1,895.25
	1/1/2025	1,271.72	1,411.61	1,538.64	1,700.21	1,933.15
	1/1/2026	1,284.44	1,425.73	1,554.03	1,717.21	1,952.49

SUMMER STUDENTS

Summer Students in All Departments (except summer students in Advertising who shall be paid at 75% of the regular rate of the classification in which they are hired, and summer students in Editorial who shall be paid at the Editorial Intern rate) - refer

	First Summer	Second Summer	Third Summer	Fourth Summer
Summer Students	754.94	803.28	851.48	897.54
1/1/2023	762.49	811.32	860.00	906.51
1/1/2024	770.12	819.43	868.60	915.58
1/1/2025	785.52	835.82	885.97	933.89
1/1/2026	793.38	844.18	894.83	943.23

TORSTAR.COM

	Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years
Producer (Digital, Video, Audio)	1,107.26	1,147.61	1,195.30	1,302.65	1,328.70	1,355.27
1/1/2023	1,129.41	1,170.56	1,219.21	1,328.70	1,355.27	1,382.37
1/1/2024	1,140.70	1,182.27	1,231.40	1,341.99	1,368.82	1,396.20
1/1/2025	1,163.52	1,205.92	1,256.03	1,368.83	1,396.20	1,424.12
1/1/2026	1,175.15	1,217.97	1,268.59	1,382.52	1,410.16	1,438.36
Social Media Assistant	824.55	857.54	890.52	961.76	981.00	1,000.63
1/1/2023	841.04	874.69	908.33	981.00	1,000.62	1,020.64
1/1/2024	849.46	883.44	917.41	990.81	1,010.63	1,030.85
1/1/2025	866.44	901.11	935.76	1,010.62	1,030.84	1,051.46
1/1/2026	875.11	910.12	945.12	1,020.73	1,041.15	1,061.98