

AGREEMENT

Between

TORONTO STAR NEWSPAPERS LTD

And

**GRAPHIC COMMUNICATION CONFERENCE /
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

LOCAL 100M

(Covering the Pressroom)

Effective

January 1, 2005 to December 31, 2011

01446 (07)

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ARTICLE 1: RECOGNITION / JURISDICTION

(101) This Agreement is made and entered into by and between Toronto Star Newspapers Limited through its authorized representatives, the Employer, and the Graphic Communications Conference / International Brotherhood of Teamsters, Local 100M, subordinate to the G.C.C./I.B.T., by the committee duly authorized to act in its behalf, the Union. The Employer recognizes the Union as the Bargaining Agent of all Percentage Press Persons, Press Persons, Apprentice Press Persons and Press Cleaners in the employ of Toronto Star Newspapers Limited, whether regular full-time, regular part-time, or temporary part-time. This Agreement shall inure to the benefit of, and be binding upon, the successor and assignee of the Employer and thereupon the Agreement shall cease to be binding upon the Employer signatory to this Agreement.

Whenever the word "Employee" or "Employees" is used, the reference is to one, some, or all of the "Percentage Press Persons", "Press Persons", and "Apprentices". If the word "Employee" or "Employees" is used, then the reference is to any of the pressroom Employees, including individuals identified as "Press Cleaners".

(102) This Agreement and scale of prices shall be in effect from January 1, 2005 to December 31, 2011.

(103) The Employer agrees to employ in its pressroom and paperhandling operations members of the Graphic Communications Conference / International Brotherhood of Teamsters, Local 100M, provided said Union, subject to the following procedure, furnishes enough competent and satisfactory persons at the scale of wages provided in this Agreement to enable the party of the first part to issue its publications promptly and regularly.

(104) Working conditions as outlined in this Agreement shall be extended equally to Percentage Press Persons, Press Persons and Apprentices. For greater certainty, regardless of their employment status Press Cleaners are not covered by the provisions of this Agreement, except as noted.

(105) It is understood that the changing and/or adjusting of press conveyors shall be part of the work to be performed by Percentage Press Persons or Press Persons provided that this shall not preclude Mailroom Operators from performing this function when the work required is in the Mailing Room.

(106) Bargaining unit work shall include those duties performed during times of production or make-ready itemized as follows:

Operation and loading reelstands; changing and setting reels according to roll size; engaging and disengaging all printing units, folders and drag rollers; replacement of trolleys and slitters; cleaning, operation and adjustments on all inking systems (excluding separate storage tanks); installation of portable inking systems, operation and adjustments to folders, formers and press association preprint winders; leading of all webs from roll to folders or preprint winders; adjustment of all angle bars, trolleys, slitters, creasing bars and pipe rollers; operation and adjustment of all press controlled automatic register controls; receiving and handling all plates; plating and replating and unplating of presses; cleaning and adjustment of ink rails; care and changing of all blankets and packaging; adjustments to impressions and clips; lubrication and cleaning of all presses and their component parts; all general receiving duties performed by pressroom personnel.

The operation of any equipment designed to direct rolls of newsprint from the main track to the spur lines leading into the rollstands and the removal of wrappers from rolls when on the rollstand or on the spur line shall also be bargaining unit work.

The respective roles and responsibilities of Percentage Press Persons, Press Persons and Press Cleaners in the new classifications will include, but will not be limited to, the following:

Percentage Press Person

The primary functions of the Percentage Press Person include the functions of the previously recognized 10% and 5% positions such as folder set up, all press controls, including colour settings, registration, etc. Percentage Press Person functions will also include all of the functions to be performed by the Press Persons such as plating, leading sheets and general clean up and can include all or any of the functions of the other classifications.

Press Person

The primary functions of the Press Person include the functions of previously recognized downstairs pressmen; all duties of persons previously classified as Paperhandlers, i.e., reel tending, plating, leading sheets, stripping, AGV tender, roll delivery/removal, waste disposal, general cleanup and maintenance; and covering for the Percentage Press Persons.

While other trades may perform duties assigned to Percentage Press Persons

or Press Persons, it is recognized that they should do so only in the course of their examination or repair of pressroom equipment.

Press Cleaners

Press Cleaners' functions are limited to all press cleaning assigned and directed by the office including all general receiving duties performed by pressroom personnel and this shall not prevent such functions being performed by Percentage Press Persons, Press Persons or Apprentices. When press movement is required or the cleaning is in the interior of the press and is likely to have any impact on press functionality, such cleaning shall be done under the guidance of Percentage Press Persons; Press Persons or Forepersons.

For the sake of clarity, notwithstanding any terms of this clause 106, Press Cleaners can also perform the functions outlined in the Letter of Understanding regarding Press Cleaner Duties.

(107) The Employer agrees that in the event that if as a result of the introduction of single purpose computers the work assigned to Percentage Press Persons or Press Persons is reduced in a manner which affects the regular manning then it will discuss the problem with the Union and consult with them on ways of minimizing the impact and such impact shall be covered by the automation Clause. In order to minimize the impact the Employer agrees to work with the Union to retrain suitable Percentage Press Persons or Press Persons to perform the work associated with a single purpose computer. A single purpose computer is defined herein as a computer which performs exclusively bargaining unit work.

(108) If the Employer should introduce new equipment and/or new processes, and a dispute should arise between the Graphic Communications Conference / International Brotherhood of Teamsters, Local 100M, and any other union which has a collective agreement with the Employer as to which union represents or should represent the Employees or any of them assigned by the Employer and engaged in operating such new equipment and/or in performing the work pertaining to such new processes, the Graphic Communications Conference / International Brotherhood of Teamsters, Local 100M and the Employer agree and undertake as follows:

(1) Such dispute as aforesaid should be resolved in accordance with the laws of the province which prohibit any stoppage or other interruption of work during the life of an Agreement.

(2) The Graphic Communications Conference / International Brotherhood of Teamsters, Local 100M shall, in the first instance, seek to reach with the other union an agreement which shall also be satisfactory to the Employer.

(3) If such agreement is not reached within a reasonable period and, in any case, within three months of the receipt by either party of a written request therefore from the other party, the party receiving such request shall take the matter before the Ontario Labour Relations Board by way of an application for certification or of any other applicable and relevant proceeding under the Labour Relations Act for final and binding decision by the said Board in accordance with the exclusive powers conferred upon it by the said Act to decide questions of representation and bargaining units when such questions arise in a proceeding before it.

(4) In accordance with the provisions of and the obligations imposed by the Labour Relations Act, the Employer and Graphic Communications Conference / International Brotherhood of Teamsters, Local 100M shall bargain collectively for those Employees, if any, determined by the Ontario Labour Relations Board to be represented by Graphic Communications International Union, Local 100M.

(109) Paperhandling under this Agreement does not preclude handling by truck drivers at the publishing plant or plants. All handling of newsprint now being performed by Percentage Press Persons or Press Persons, whether manually or mechanized, shall continue under the jurisdiction of Graphic Communications Conference / International Brotherhood of Teamsters, Local 100M. It is understood that clearing of waste from conveyors in the Mailing Room shall be performed by Mailing Room Employees.

Hot Cargo

(110) The Employer agrees that Employees covered by this Agreement will not be asked to execute struck work temporarily transferred from any employer whose Employees are members of the G.C.C./I.B.T. and engaged in a legal strike which has been sanctioned by the G.C.C./I.B.T. This does not preclude the execution of work normally done by the Employees under this Collective Agreement which is destined to another Employer at which a legal strike by or a lockout of a local of the G.C.C./I.B.T. is in progress.

ARTICLE 2: MANAGEMENT RIGHTS

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

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

ARTICLE 3: UNION REPRESENTATION

(301) A monthly chapel meeting of 15 minutes shall be allowed at a time suitable to the Foreperson in consultation with the Chapel Chairman. In offices where three shifts overlap, one 15-minute chapel meeting each month shall be allowed during the working hours of 2 of the 3 shifts at a time suitable to the Foreperson in consultation with the Chapel Chairman. In offices composed of shifts which do not overlap, two 15 minute periods shall be allowed for conducting monthly chapel meetings under the same conditions.

ARTICLE 4: HIRING AND PROBATIONARY PERIOD

Hiring

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

- (i) a notice of vacancy shall be posted for not less than five (5) calendar days.
- (ii) first consideration will be given to current Employees and the Employer will grant a trial period in the vacancy to one such Employee who in its judgment is a suitable candidate based upon (but not limited to) the criteria of competency, ability, aptitude, reliability, attendance, disciplinary record, work history, educational background and general fitness to perform the work. If, in the opinion of the Employer, two or more candidates for a trial period are considered relatively equal based on the selection criteria, priority shall be the determining factor.
- (iii) if the Employer is unable to find a suitable candidate from among current Employees, the Employer agrees to next consider external applicants.

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

Trial Period

(402) In the event that:

- (i) a regular part-time Employee seeks to claim a regular full-time position, or
- (ii) a regular full-time Employee seeks to claim a full-time position in either a higher-rated or a lower-rated classification the Employee shall be confirmed therein if he/she proves himself or herself suitable, able and competent to perform the duties of the position and satisfactorily completes the trial period as defined herein. At any time during the trial period and prior to confirmation in the position or classification, the Employee may return to his/her former position and classification if he/she so desires or may be returned thereto if the Employer determines that the Employee is not performing the duties of the position or classification to the Employer's satisfaction or is not suitable, able or competent to perform such duties.

An Employee who engages in a trial period and actually works in the position or classification sought for a period of service composed of a minimum of 65 shifts shall be confirmed in the position or classification. Such trial period may be extended or waived by mutual agreement among the Employer, the Employee and the Union. The Union agrees that any extension of a trial period of up to 65 shifts required by the Employer as a

result of the Employee's absence from work during the trial period shall be granted automatically upon notice in writing by the Employer.

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

It is understood and agreed that if a regular part-time Employee or a lower-rated full-time Employee is, at any time during the said trial period, found by the Employer not to be suitable, able or competent to perform the duties of the position or classification or not to be performing such duties to the satisfaction of the Employer, he/she shall be returned to his/her former position and classification without loss of seniority or priority.

Hiring

(403) When a new Employee is to be hired, the Union shall be notified in writing. The Employer agrees to give reasonable consideration to candidates for employment submitted by the Union provided such candidates make application within seven (7) calendar days following date of receipt by the Union of notification from the Employer. The decision, however, as to whether or not such candidates for employment are accepted shall remain at the sole discretion of the Employer but the Employer shall not unreasonably reject applicants who meet its qualification requirements.

Qualification requirements shall include competency, ability, aptitude, reliability, attendance, disciplinary record, work history, educational background and general fitness to

perform the work.

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

Probationary Period

(404) All new Employees hired (excluding Apprentices) shall be on probation for a period not to exceed one hundred and thirty (130) shifts actually worked from date of hire.

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

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

ARTICLE 5: MANPOWER REQUIREMENTS

Percentage Press Persons, Press Persons, and Apprentices

(501)

a) Non-Replacement - General

Except as provided in (b) below, under no circumstances shall Percentage Press Persons, Press Persons or Apprentices ("Employees") be replaced if absent for any reason except at the sole discretion of the Employer.

b) Non-Replacement - Running Press

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

Manning Issues

For A Running Press Only

Minimum Scheduling Table

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

Effective January 1, 2008

Minimum Scheduling Table

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

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

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

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

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

Lunch Periods

(503) In the event of running through lunch or if a continuous operation is in effect pursuant to the provisions of this Agreement, Employees will alternate their lunch periods and such lunch shall be paid for as provided for by this Agreement. This arrangement may not be cited by either party to this agreement in discussions relating to the manning of the Presses.

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

Failure to Report for Work

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

An Employee who reports late and who has not been replaced at the discretion of the Employer shall be retained for the balance of the shift if he/she reports to work within one hour of the scheduled start of the shift. An Employee who reports to work later than one hour following the scheduled start of the shift may be retained for the balance of the shift or sent home at the sole discretion of the Foreperson. In either event, an Employee who reports late and who is not sent home shall only be paid for time actually worked

and shall not be paid overtime without having worked the normal straight-time hours of the shift.

Full-time Employees

(506) The Employer shall have the sole right to determine the number of regular full-time Employees required and if necessary to reduce the number of Employees upon ninety (90) days' notice subject to the terms of Clause (1302), or by attrition. For all purposes of this Agreement, "attrition" shall be defined as the non-replacement of Employees who leave, quit, die, retire, go on Long Term Disability, or voluntarily transfer, or who are discharged for cause.

(507) The number of regular full-time Employees as at March 6, 2002 shall be one hundred and eight-teen (118). The number of regular full-time Employees may be reduced to that number by voluntary resignation or by attrition.

(508) Effective as at the date of the execution of this Agreement, the number of regular full-time Employees referred to or set out in this Article 5 shall be and is hereby deemed to be modified to the number of regular full-time Employees actually on staff as at that date and, subject to the Employer's option referred to below, is deemed to be modified from time to time thereafter so as to reflect, from time to time, the number of regular full-time Employees actually on staff and subject to the provisions of this Agreement.

(509) The Employer agrees that if the number of regular full-time Employees falls below the number deemed by the foregoing to be relevant at any time, the Employer will replace to increase the number of regular full-time Employees to that number within thirty (30) days of the date upon which the number is reduced, unless the Employer elects otherwise and advises the Union in writing

within that period of thirty (30) days that it intends to effect a staff reduction by attrition. The Employer shall be entitled to effect such a staff reduction by not replacing any regular full-time Employee who has left, quit, died, retired, commenced receipt of Long Term Disability benefits, or who has been voluntarily transferred (including having been promoted to Assistant Foreperson, Foreperson, Assistant Superintendent or Superintendent), or discharged for cause.

Reduction by Attrition

(510) Subject to the conditions hereinafter set out, the Employer agrees to limit its existing rights with respect to reduction of regular full-time Employees by attrition in the following manner:

(i) Subject to its right to reduce staff upon ninety days' notice with dismissal pay as provided in this Agreement, the Employer agrees that for the duration of this Agreement it will maintain a minimum of one hundred and eight-teen (118) regular full-time Employees in its pressroom located at the Vaughan Press Centre. Replacements to fulfill this number shall be made within thirty days of the occurrence of a vacancy. In the event that the Employer declares a staff reduction, it shall be at its sole discretion as to whether or not such staff reduction should be effected by attrition, termination of employment, or a combination of both. Under such circumstances the Employer shall not be required to pay dismissal pay except to an Employee who in fact loses his/her job as a result of the staff reduction subject to the provisions of Clause (1102) of

this Agreement. Notwithstanding any other provision of this Agreement, no Employee aged 65 or more shall be permitted to elect to take the place of a more junior Employee named to be dismissed as part of a staff reduction except with the express written consent of the Employer.

(ii) The Employer shall be relieved of the requirement that a vacancy replacement be made within thirty (30) days when the vacancy has been brought about as the result of a dismissal of an Employee and when such dismissal is grieved the Employer shall only be required to fill the vacancy within thirty (30) days following an arbitration decision sustaining the discharge.

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

Regular Part-time Employees

(512) The Employer agrees that during the currency of this Collective Agreement it will employ a number of regular part-time Employees equal at any such time to not less than 15% of the number of full-time Employees then being retained at the Vaughan Press Centre. For Employees hired before January 22, 2006, the Employer shall continue to make available to such regular part-time Employees a minimum of three (3) shifts per week and all other entitlements as provided in this Agreement. For Employees hired on or after January 22, 2006, the

Employer shall make available for regular part-time Employees a minimum of two (2) shifts per week.

(513) Any benefits to which such regular part-time Employees may be eligible shall be calculated on a proportionate basis relating to the number of shifts worked in a workweek as against the normal five (5) shift workweek in the case of regular part-time Employees who work either only day shifts or a combination of day, night and/or lobster shifts, and four (4) shift workweek in the case of regular part-time Employees who work only night shifts, but in no case may a regular part-time Employee receive a benefit greater than that which would be received by a regular full-time Employee under the same circumstances.

(514) The Employer's contribution towards the cost of benefits for regular part-time Employees shall be proportionate to the Employer's contribution for regular full-time Employees, and such proportion shall be calculated in the same manner as for the calculation of the amount of benefits shown above and to the same maximums. The Employer may deduct the full cost of such benefits in advance and shall reimburse the Employee the Employer's share of such premium costs the following month.

It is understood and agreed that nothing contained herein limits the number of straight time shifts in any given workweek which may be worked by a regular part-time Employee and to which the Employer is entitled. It is further agreed that any members of the Union agreed by the parties as having regular part-time Employee status with the Employer shall be subject to scheduling by the Employer and that the Employer shall have first call on the time of such regular part-time Employees.

(515) Notwithstanding the provisions of this Article 5 the Employer shall have the right to reduce the number of regular part-time Employees to a number which is not less than 15% of the number of regular full-time Employees as at the date of the reduction, on fourteen (14) calendar days' notice, 'with dismissal pay as provided in this Agreement.

Staff Reduction

(516) In the event of a staff reduction of regular full-time Employees and if the Employer so elects or the Union so directs, the Employer shall reduce the number of regular part-time Employees to a number which is not less than 15% of the number of regular full-time Employees after giving effect to the staff reduction of regular full-time Employees. Such reduction shall be pursuant to the notice provisions of this Agreement.

(517) The number of regular part-time Employees may be reduced by attrition to a number which is not less than 15% of the number of regular full-time Employees. The Employer shall not be obliged to replace any regular part-time Employee who leaves, quits, dies, retires, is absent due to disability, voluntarily transfers, or is discharged for cause.

(518) Replacement of Employees on LTD

The Employer agrees that in maintaining one hundred and eight-teen (118) regular full-time Employees at the Vaughan Press Centre, the vacancy created by any regular full-time Employee going on Long Term Disability shall be filled in accordance with Clause (401) of this Agreement for the duration of the absence. In the event that a regular part-time Employee is granted the replacement position, the Employer shall have the discretionary right to add a regular part-time Employee in order to maintain the ratio of regular part-time Employees and regular full-time Employees as set out herein or, the

foregoing Clause (512) notwithstanding, the Employer may elect not to add a regular part-time Employee and to operate on the basis of a reduced regular part-time Employee ratio with the understanding that the number of regular part-time Employees retained shall not be reduced by a number greater than the number of regular part-time Employees moved up to regular full-time Employee status for the purpose of covering Long Term Disability absence. If the Employer elects to replace such a regular part-time Employee with another regular part-time Employee and should the Employee on Long Term Disability return to work, the regular full-time Employee with the least amount of seniority will be required to revert to regular part-time Employee status and should this result in the number of regular part-time Employees exceeding the ratio provided for herein the Employer agrees to retain such excess regular part-time Employee or Employees so that the ratio is temporarily exceeded. The number of regular part-time Employees in excess of the ratio may be reduced either by attrition or as a result of a staff reduction as provided for in Article 16 of this Agreement or in the Supplemental Agreement hereto Re: The Handling of Staff Reductions Resulting from Technological Change set out on page 52 of this Agreement. It is understood and agreed, however, that a regular full-time Employee added for the purpose of replacing an Employee on Long Term Disability may be assigned by the Employer to whatever shift the Employer deems to be appropriate. If the Employer elects to cover the long-term disability vacancy, it will be offered to Employees in order of priority and the replacement Employee will be assigned to that shift on which an opening remains following completion of priority shift claiming procedures pursuant to this Agreement.

(519) It is understood and agreed that the terms of the Agreement shall be deemed to be modified hereby only to the extent necessary to give effect to the foregoing and are otherwise confirmed and that the Employer's right to reduce staff as provided for in this Article 5 is in no way restricted or limited hereby.

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

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

ARTICLE 6: FOREPERSON

(601) All Employees in the pressroom who are governed by the Agreement shall be under the direction of the Superintendent, the Assistant Superintendent, the Foreperson, or the Assistant Forepersons, who are recognized as being representatives of the Employer, to be known hereinafter as the Foreperson.

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

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

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

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

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

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

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

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

(609) The Union shall not discipline the Foreperson for carrying out the instructions of the Employer. Employees may protest against Foreperson's action, but if the Foreperson, after careful consideration, decides his/her action warranted by the Agreement, he/she need not change conditions unless directed to do so by the Employer or by decision of the joint standing committee. If any Employee has a complaint against the Foreperson (or the discharge of an Employee who has completed his/her probation is contested by the Employee or by the Union) and differences cannot be adjusted by conciliation between authorized representatives of the Union and the Employer, the matter shall be referred to may be grieved in accordance with the provisions of the Agreement as provided herein.

(610) Except as provided in Clause (607), all Employees governed by this Agreement shall be under the sole direction of the Foreperson or Acting Foreperson of the pressroom and shall not be subject to the dictation or orders of any other person. No Foreperson or Acting Foreperson shall delegate his/her powers to hire or discharge or discipline any Employee. The authority of the Foreperson or Acting Forepersons shall be respected and all Employees shall co-operate with him/her to the end that the publication be produced properly, expeditiously and economically.

(611) The Foreperson shall select all help, giving full consideration to any candidates that may be introduced by the Union, as outlined in Clauses (103) and (403), including apprentices who had become excessive to the ratio at another daily newspaper in Toronto.

ARTICLE 7: WAGES

(701) The base rates for Employees classified as Percentage Press Persons shall be as provided for in this Clause and the premiums provided for in Clauses (704) and (705) shall apply to these base rates:

Effective January 1, 2005

Day Shift (35 hours) \$ 1,293.64 per week
 Night Shift (33 3/4 hours) \$ 1,335.64 per week
 Lobster Shift (31 1/4 hours) \$ 1,338.64 per week

Effective January 1, 2006

Day Shift (35 hours) \$ 1,325.98 per week
 Night Shift (33 3/4 hours) \$ 1,367.98 per week
 Lobster Shift (31 1/4 hours) \$ 1,370.98 per week

Effective January 1, 2007, the rates established for and effective January 1, 2006 shall be increased by the average annual percentage change in Toronto CPI (as released by Statistics Canada), provided that the minimum increase shall be no less than an amount equal to 1.5% of the Day Shift rate as at January 1, 2006 and the maximum increase shall be no more than an amount equal to 3.0% of the Day Shift rate as at January 1, 2006.

In all cases, the Toronto CPI shall be rounded off to the nearest one-tenth of one percent.

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

(702) Press Persons shall be paid as follows:

Effective January 1, 2005

Day Shift (35 hours) \$ 1,110.56 per week
 Night Shift (33 3/4 hours) \$ 1,152.56 per week
 Lobster Shift (31 1/4 hours) \$ 1,155.56 per week

Effective January 1, 2006

Day Shift (35 hours) \$ 1,142.90 per week
 Night Shift (33 3/4 hours) \$ 1,184.90 per week
 Lobster Shift (31 1/4 hours) \$ 1,187.90 per week

Effective January 1, 2007, the rates established for and effective January 1, 2006 shall be increased by the average annual percentage change in Toronto CPI (as released by Statistics Canada), provided that the minimum increase shall be no less than an amount equal to 1.5% of the Day Shift rate as at January 1, 2006 and the maximum increase shall be no more than an amount equal to 3.0% of the Day Shift rate as at January 1, 2006.

In all cases, the Toronto CPI shall be rounded off to the nearest one-tenth of one percent.

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

(703) The Company agrees to the creation of a Press Cleaner Wage grid as follows:

Date of Hire	After 1st Year	After 2nd Year	After 3rd Year	After 4th Year	After 5th Year	Capped after 6th Year
	\$12.50	\$13.00	\$13.39	\$13.64	\$13.89	\$14.14
						\$14.39

The aforementioned wage grid will not be affected or adjusted by any subsequent negotiation related to a General Wage Increase. The Employer shall make available to Regular Part-time Employees in the Press Cleaner classification a minimum of three (3) shifts per week.

(704) The Percentage Press Person in charge of a press crew shall be paid 10% over the applicable shift base rate as provided in Clause (701); assuming that this bonus stays with the job and is not considered part of the person's salary for vacation or other purposes.

(705) The Percentage Press Person assigned to assist the Percentage Press Person in charge of the press crew shall be paid 5% over the applicable shift base rate as provided in Clause (701); assuming that this bonus stays with the job and is not considered part of the person's salary for vacation or other purposes.

(706) Effective January 1, 2008, the Company, at its sole and exclusive discretion may elect to pay wages bi-weekly. Wages shall be paid weekly in cash or by cheque or by bank deposit or by any other mutually agreed method.

(707) When operating a running press, the Company will schedule on each running press one Percentage Press Person in charge (and pay that Employee the applicable 10% premium provided for in clause 704) and will schedule one Percentage Press Person assigned to the Percentage Press Person in charge (and pay that Employee the applicable 5% premium as provided for in clause 705).

ARTICLE 8: HOURS AND OVERTIME

Hours

(801)

- (a) Not less than seven consecutive hours between 6:00 a.m. and 6:00 p.m. (excluding a thirty (30) minute lunch period) shall constitute a day's work for Employees. Five days, thirty-five hours shall constitute a week's work.
- (b) Not less than six and three-quarter consecutive hours between 6:00 p.m. and 6:00 a.m. on morning newspapers, and between 6:00 p.m. and 6:00 a.m. on evening newspapers (excluding a lunch period) shall constitute a night's work for Employees. Five nights, thirty-three and three-quarter hours shall constitute a week's work.
- (c) Not less than six and one-quarter hours (excluding a lunch period) shall constitute the lobster shift for Employees. Five lobster shifts, thirty-one and one-quarter hours shall constitute a week's work.
- (d) A lobster shift is defined as a shift, the straight time hours of which start in the day shift and end in the night shift, or start in the night shift and end in the day shift.
- (e) A Sunday shift for Employees is defined as being a shift the straight time hours of which fall between the hours of 6:00 p.m. Saturday and 6:00 a.m. Sunday for night shift Employees, and from 6:00 a.m. to 6:00 p.m. for

day shift Employees.

- (f) A Sunday lobster shift for Employees shall be defined as any shift the straight time hours of which are not started and completed during either of the day or night shift span of hours as herein defined.

(802) A stated hour for reporting for work (not necessarily the same for each day) shall be given to each Employee, and such schedule of starting hours shall continue for at least five shifts. This Clause is not to conflict with Clause (801).

Lunch Period

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

conclusion of the regular shift or at the conclusion of press production of the last regular edition, whichever comes later. In all other circumstances of post-shift overtime, a lunch period of thirty minutes or pay in lieu thereof will be allowed in the event of post-shift overtime of 60 minutes or more of time actually worked after the conclusion of the scheduled shift, excluding all pre-shift and all lunch period overtime.

In order that the presses may be operated continuously (that is to say, running through the lunch period on any shift) Employees on the presses will alternate their lunch periods and such lunch time shall be paid for by the Employer. This arrangement may not be cited in discussions relating to the manning of the press (es). Paid lunch periods shall be included as time actually worked in computing overtime but excluded from the calculation of overtime worked up to 2 1/2 hours.

Alternating paid lunch periods shall be included as time actually worked in computing overtime, but excluded from calculation of overtime worked up to 2 1/2 hours.

Sixth or Subsequent Shifts

(804) (a) For Employees, all time required and authorized by the Employer in excess of the unit of hours constituting a working shift or on a sixth or subsequent shift in the work week shall be considered overtime. The Employer shall compensate for all authorized overtime worked in quarter-hour units.

(b) The Employer shall compensate for any fifth shift worked in the work week by an Employee at the applicable regular straight time hourly rate unless such shift is to be compensated for at a different rate pursuant to the express provisions of Clause (806) or of Article 9.

(c) For the purposes of this Clause (804) and of Clause (806), the first four shifts (in the case of a night shift or lobster shift Employee) and the first five shifts (in the case of a day shift Employee) shall be the shifts which a regular Employee is scheduled to work for the week.

(d) A "fifth shift" for a night shift or lobster shift Employee shall be a shift worked in addition to the Employee's scheduled shifts for the week, regardless of when in the calendar week that fifth shift occurs.

(e) A "sixth shift" for a day shift Employee shall be a shift worked in addition to the Employee's scheduled shifts for the week, regardless of when in the calendar week that sixth shift occurs.

(f) A "sixth shift" for a night shift or lobster shift Employee shall be a shift worked in addition to and after his/her "fifth shift" of the week, regardless otherwise of when in the calendar week it occurs.

(g) A "subsequent shift" in either case shall be a shift worked in addition to and after the Employee's "sixth shift", regardless otherwise of when in the calendar week that subsequent shift occurs.

(h) For any part-time Employee, the "fifth shift" shall be the shift next worked in the week by the substitute after he/she has worked four shifts, the "sixth shift" shall be the shift next worked in the week by the part-time Employee after he has worked five shifts, and a "subsequent shift" shall be any shift worked in the week by the part-time Employee after he/she has worked six shifts.

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

An Employee assigned to and actually working a full 6 shifts within a work week shall be paid at the rates identified in 806(e) for the sixth shift worked. For added clarity, actual shifts worked in this case exclude sick days, vacation, recognized holidays and leaves of absences authorized by the Employer, save and except Union leaves for Toronto Star business, which shall be considered as time worked towards the sixth shift.

4-day Week	Sun	Mon-STAT	Tues	Wed	Thurs	Fri	Sat
Schedule	OFF	OFF	Work	Work	Work	Work	OFF
Actual	OFF	Work	Work	Work	Work	Work	Work
Pay Rate		2.0X	1.0X	1.0X	1.0X	1.0X	1.5X

5-day Week	Sun	Mon-STAT	Tues	Wed	Thurs	Fri	Sat
Schedule	OFF	OFF	Work	Work	Work	Work	Work
Actual	OFF	Work	Work	Work	Work	Work	Work
Pay Rate		2.0X	1.0X	1.0X	1.0X	1.0X	1.5X

5-day Week	Sun	Mon-STAT	Tues	Wed	Thurs	Fri	Sat
Schedule	OFF	Work	Work	Work	Work	Work	OFF
Actual	OFF	OFF	Work	Work	Work	Work	Work
Pay Rate		1.0X	1.0X	1.0X	1.0X	1.0X	1.0X

5-day Week	Sun	Mon-	Tues	Wed	Thurs	Fri	Sat
Schedule	OFF	Work	Work	Work	OFF	Work	Work
Actual	OFF	Work	Work	Work	Work	Work	Work
Pay Rate		1.0X	1.0X	1.0X	1.5X	1.0X	1.0X

(805) Call Back

Where an Employee has completed a day's or night's work, has left the office and is called back to work in the same office on the same day or night, respectively, he/she shall be given a day's or night's pay for half a shift or less. If work is continued after the half-shift, he/she shall be paid the appropriate rates associated with the preceding shift worked, as set out in Section (806) for the first 2 1/2 hours or less and for work which continues after 2 1/2 hours until the work is completed.

(806)Overtime

The rate(s) of pay to which an Employee shall be entitled shall be as established in any one of the following sub-clauses and no Employee shall receive compensation otherwise than as provided herein.

- (a) On an ordinary day, the rate of pay for the shift shall be the Employee's applicable regular straight-time hourly rate; the rate of pay for 2.5 hours of overtime or less shall be 1.5 times the Employee's otherwise applicable regular straight-time hourly rate; and the rate of pay for overtime after 2.5 hours shall

be 2.0 times the Employee's otherwise applicable regular straight-time hourly rate.

- (b) An Employee who works on a recognized holiday shall be paid at the rate of 2.0 times the Employee's otherwise applicable regular straight-time hourly rate for work done on that shift, in addition to a day's pay for the holiday. The rate of pay for 2.5 hours of overtime or less on a recognized holiday shall be 2.0 times the Employee's otherwise applicable regular straight-time hourly rate and the rate of pay for overtime after 2.0 hours on a recognized holiday shall be 2.0 times the Employee's otherwise applicable regular straight-time hourly rate.

- (c) In the event that Sunday is worked otherwise than as part of a regular work week in connection with the production of a Sunday newspaper, the rate of pay for that shift shall be 2.0 times the Employee's otherwise applicable regular straight-time hourly rate; the rate of pay for 2.5 hours of overtime or less in connection with such work shall be 2.0 times the Employee's otherwise applicable regular straight-time hourly rate; and the rate of pay for overtime after 2.0 hours in connection with such work shall be 2.0 times the Employee's otherwise applicable regular straight-time hourly rate. This clause is applicable only to Employees hired before January 22, 2006.

- (d) In the event that Sunday is worked as part of a regular work week in connection with the production of a Sunday newspaper, rates of pay shall be as set out in Clause 806(a) above or as set out in Clause 806(b) in the event that the Sunday is a recognized holiday. This clause is applicable only to Employees hired before January 22, 2006.
- (e) In the event that an Employee works a sixth or subsequent shift in the work week, the rate of pay for that shift shall be 1.5 times the Employee's otherwise applicable regular straight-time hourly rate. The rate of pay for 2.5 hours of overtime or less in connection with such a shift shall be 2.0 times the Employee's otherwise applicable regular straight-time hourly rate and the rate of pay for overtime after 2.5 hours in connection with such a shift shall be 2.0 times the Employee's otherwise applicable regular straight-time hourly rate.
- (f) In the event that an Employee works a sixth or subsequent shift and that shift falls on a recognized holiday, the rate of pay for work done on that shift shall be 2.0 times the Employee's otherwise applicable regular straight-time hourly rate, in addition to a day's pay for the holiday; the rate of pay for 2.5 hours of overtime or less in connection with such a shift shall be 2.0 times the Employee's otherwise applicable regular straight-time hourly rate; and the rate of pay for overtime after 2.5 hours in connection with such a shift shall be 2.0 times the Employee's otherwise applicable regular straight-time hourly rate.
- (g) In the event that an Employee works a sixth or subsequent shift in the work week and that shift is a Sunday worked otherwise than as part of a regular work week in connection with the production of a Sunday newspaper, the rate of pay for that shift shall be 2.5 times the Employee's otherwise applicable regular straight-time hourly rate; the rate of pay for 2.5 hours of overtime or less in connection with such a shift shall be 2.0 times the Employee's otherwise applicable regular straight-time hourly rate; and the rate of pay for overtime after 2.5 hours in connection with such a shift shall be 2.0 times the Employee's otherwise applicable regular straight-time hourly rate. This clause is applicable only to Employees hired before January 22, 2006.
- (h) In the event that an Employee works a sixth or subsequent shift in the work week and that shift is a Sunday worked as a part of a regular work week in connection with the production of a Sunday newspaper, the rate of pay for that shift shall be 1.5 times the Employee's otherwise applicable regular straight-time hourly rate; the rate of pay for 2.5 hours of overtime or less in connection with such a shift shall be 2.0 times the Employee's otherwise applicable regular straight-time hourly rate; and the rate of pay for overtime after

2.5 hours in connection with such a shift shall be 2.5 times the Employee's otherwise applicable regular straight-time hourly rate, save and except where time and one-half is indicated, all overtime hours are to be paid at no greater than double time in sub-clauses (b), (c), (e), (f), (g), (h). For further clarity, there shall be no pyramiding of premium rates. This clause is applicable only to Employees hired before January 22, 2006.

- (i) For Employees hired on or after January 22, 2006, all time worked on Sunday is paid at the Employee's straight-time hourly rate (unless the time worked otherwise qualifies for overtime pay). In addition, there shall be no pyramiding of premium rates or pay.

Press Cleaners Hours

(807) A Press Cleaner shall be guaranteed fourteen (14) hours of work each calendar week on shifts of not less than three (3) hours' duration. A Press Cleaner will be entitled to overtime at 1.5 times his/her basic hourly rate of pay for all hours worked in excess of eight (8) hours on one shift or for all hours worked in excess of forty (40) in one calendar week for which overtime pay has not already been earned.

ARTICLE 9: RECOGNIZED HOLIDAYS

(901) Work done on the following recognized holidays shall be paid at 2.0 times the Employee's otherwise applicable regular straight-time hourly rate in addition to a day's pay for the holiday: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

When any of the above holidays falls on a Sunday, it shall be observed on the day designated as the holiday. It is understood that double time rates shall not apply to Sunday work for night and lobster workers on morning newspapers.

There shall be one **(1)** additional floating recognized holiday, the Employee's birthday. If an Employee's birthday holiday occurs on another designated recognized holiday, an additional day's pay at the straight time pay rate will be paid in the same pay week.

(902)(a) For day shift Employees, the holiday shifts shall be those starting within the 24 hour period of the recognized holiday.

(b) For night shift Employees, the holiday shifts shall be those starting between 6:00 p.m. on the day before the recognized holiday and 6:00 p.m. on the recognized holiday.

(c) For lobster shift Employees, the holiday shifts shall be those starting in the holiday day shift and ending in the night shift or starting in the holiday night shift and ending in the holiday day shift of the recognized holiday.

(d) It is understood that if an Employee performs work during the 24 hour period of the recognized holiday otherwise than on a designated recognized holiday shift, he shall be

paid for such work at 2.0 times the Employee's otherwise applicable regular straight-time hourly rate if the Employee worked or works the holiday shift. If the Employee did not work or does not work the holiday shift, the Employee shall be paid at 3.0 times the Employee's otherwise applicable regular straight-time hourly rate for work performed during the 24 hour period of the recognized holiday.

(e) Regular Employees working one day in the pay week in which there is a recognized holiday on which they are not required to work, will be paid for the holiday. It is understood that payment will be at the Employee's regular rate.

(f) Regular part-time Employees who work three shifts during the week in which a recognized holiday falls will receive a day's pay for the recognized holiday if they are not required to work.

(g) Where a holiday falls on an Employee's regular day off or whose week of vacation includes a holiday, he/she may be granted an additional day's pay for the holiday or may request of the Employer to take an additional day off in the three (3) months following the holiday. If a mutually-agreeable day cannot be found within the three months, the day will be paid out at straight time.

(h) No person shall receive more than two shifts' pay in addition to regular pay in respect of any recognized holiday on which he or she works.

(903) Temporary part-time Employees working **all** of his or her scheduled shift preceding and all of his or her scheduled shift following each of the recognized holidays will

receive an additional one-quarter day's pay for each shift so worked in recognition of the recognized holiday, provided no other recognized holiday pay for the same holiday is received by the temporary part-time Employee under the existing Agreement.

(904) Nothing in the foregoing precludes the Employer from scheduling an Employee to work on his or her birthday. Where the birthday falls on a scheduled work day and the Employee works the day, he or she shall be paid straight time for **all** hours worked and provided a substitute day off with pay. Such substitute day off will be taken within 30 days of the birthday and shall be scheduled on a mutually agreeable date. If no mutually agreeable date is reached within 30 days the Employer shall schedule a day off.

(905) The foregoing provisions shall apply only to Percentage Press Persons, Press Persons, and Apprentices. The holiday entitlements of Press Cleaners shall be as provided for in the Employment Standards Act except that all of the holidays referred to in Clause (901) shall apply to Press Cleaners.

ARTICLE 10: APPRENTICES

(1001) Apprentices may be hired at the discretion of the Employer. When an Apprentice is hired, Clause (403) shall apply.

(1002) The Employer, in consultation with the Union through an Apprenticeship Committee, will establish the criteria for the Apprenticeship Program, including training and education.

(1003) Apprentices may, at the discretion of the Foreperson in consultation with the Apprenticeship Committee, be used to fulfill the Manpower Requirement Schedule set out under Clause (501) as Press Persons after six months of apprenticeship and as Percentage Press Persons (5% positions only) after two years of apprenticeship and may be included to satisfy any requirement with respect to minimum number of Employees to be employed.

(1004) Apprentices shall be paid at the following percentages of the Percentage Press Person basic rate:

Start	45%
After 3 months	50%
After 1st year	55%
After 2nd year	60%
After 3rd year	75%

Apprentices who have not satisfactorily completed the part of the program specified for the time period in question may be held from moving on in the pay progression until they have done so. For example, an Apprentice who has not satisfactorily completed all of the program modules specified for year two may be held at 55% until completion even though two years have passed since entry into the program.

(1005) Apprentices who have completed the program will be automatically classified as Press Persons. The priority date of the

Apprentice in the Press Person classification shall be established after six months of continuous service from date of commencing the apprenticeship. Their seniority with the Company will start to accrue at the time of hire.

(a) when an Apprentice completes his/her time, he/she shall be employed as a part-time Press Person based on Clause (705). As a result, should a full-time Press Person vacancy become available, the transitional provision providing for the most senior non-reclassified priority substitute identified on Schedule "A" shall be awarded the position, will continue to apply.

(b) Should there be no non-reclassified priority substitutes remaining, it will be at the discretion of the Company, as per the terms of the Collective Agreement, to determine whether an Apprentice shall be reclassified as full-time or part-time.

(c) In the event that a percentage Press Person position becomes available, Apprentices will have the same standing to apply for such position as non-reclassified Journeyman or Priority Substitutes. However, selection for the position shall be made in accordance with Clause (401).

(1006) At any time during the Apprenticeship Program, the Employer will have the right to terminate an Apprentice's employment if the Apprentice is not meeting the requirements of the Program. This is subject to the applicable notice and severance provisions of the Employment Standards Act, and shall be subject to the grievance and arbitration procedures provided for under this Agreement but only with respect to whether the requirements of the program have been met. For greater certainty, the normal just cause dismissal standards shall not apply.

ARTICLE 11: PRIORITY & SENIORITY

- (1101)**(a) A separate priority list shall be established and maintained for each classification, Percentage Press Persons and Press Persons. Should there be full and regular part-time staff in the classification, they shall be placed on separate priority lists within that classification.
- (b) "Priority" shall be defined as the relative ranking of Employees who are employed in the same job classification and the priority date shall be determined on the basis of the Employee's length of service in a classification.
- (c) Seniority dates shall be kept and maintained on a departmental list. "Seniority" is the Employee's total length of continuous service with the Employer and shall be the basis upon which an Employee's entitlement to service related benefits such as vacation accrual is determined.
- (d) Priority shall be the criterion applied in regard to all differentiations between Employees in the application of the terms of the Collective Agreement such as shift claiming, layoffs and vacation scheduling.
- (e) Shift claiming shall occur by classification only and by order of priority in that classification. For example, in the case of an opening on the day shift for a Press Person, only other Press Persons on other shifts can claim that position and do so in order of priority.

Transfer of Shift

(1102) In pressrooms operating more than one shift, the Percentage Press Person or Press Person with the greatest priority shall have the option of acceptance or refusal of the first regular day position in his/her classification. In the event of refusal of the day position by the Percentage Press Person or Press Person with the greatest priority, he/she still retains his/her priority for the next regular day position in his/her classification.

Regular full-time Employees shall not be transferred from days to nights except under the following conditions:

(a) The Employer elects to reduce the number of presses being operated on a regular basis on the day shift when at the same time the Employer elects to increase the number of press shifts to be worked on a regular basis on the night side. Under these circumstances the maximum number of Percentage Press Persons or Press Persons who may be transferred from days to nights shall not exceed eleven **(11)** regular full-time Percentage Press Persons or Press Persons for each press shift added to the night side on a regular basis. A press shift is defined as a shift on which a press is used for production purposes. If two presses are used on that shift this represents two press shifts etc.

(b) The Employer elects to reduce the number of positions in a classification on the day shift but does not require additional positions in that classification on the night shift. Under these circumstances the Employer will carry out a staff reduction in accordance with the terms of this Agreement in order to reduce the total number of positions in that classification by the number of surplus

day shift positions. Day shift Percentage Press Persons or Press Persons with the least priority will be transferred to the night shift positions in that classification in sufficient numbers to replace night shift Employees whose employment is terminated as a result of the reduction.

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

(d) When an Employee is transferred from one shift type to another shift type (nights, days, lobsters), the Company shall provide 45 (forty-five) calendar days' notice of the transfer, however, where operationally necessary an Employee may be transferred on a minimum of 30 calendar days notice.

(e) In the event of the retirement, resignation, death, discharge or termination of employment by any other attrition method, of a day shift regular full-time Percentage Press Person or Press Person, the Employer shall have the right to assign his/her replacement to the shift it deems appropriate. If the Employer elects to cover the position on the day shift it will be offered to Employees in order of priority and the subsequent vacancy will be on the night shift or the shift on which a vacancy remains following completion of priority shift claiming procedures.

(f) A regular full-time day side Percentage Press Person or Press Person who is transferred to nights after his/her vacation schedule has been approved shall not have his/her vacation changed in that year as a result of the transfer.

(g) Any shift to shift transfers not specifically referred to elsewhere in this Article shall be implemented on the basis of priority shift claiming procedures by classification.

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

(1201) It is agreed that fruitless controversies must be avoided and every effort made to maintain good feeling and harmonious relations. To accomplish this, both parties will in every instance give prompt attention to disputes and will in good faith endeavour to settle all differences by conciliation. Under all circumstances business shall be continued in accordance with the contentions of the Employer in a regular and orderly manner, without interference or interruption. Under this Clause a contention shall not be set up to reduce the size of crews as stipulated in the Agreement.

(1202)

- A. The parties agree that their interests are best served by the speedy resolution of issues in dispute. The common goal of the parties is to promote dispute resolution, mutual respect in the workplace, and good labour relations. To accomplish this, the Company, the Union and the Employees will in every instance give prompt attention to disputes and whenever possible, will endeavour to settle all differences at the level of management closest to the Employee concerned prior to filing a grievance on the interpretation, application, or alleged violation or administration of the collective agreement.
- B. Both parties agree to make every reasonable effort to present grievances within 30 days following the circumstances which gave rise to the grievance, however, it is agreed by the parties that a grievance which is raised more than 90 calendar days following the

circumstances which gave rise to the grievance shall be considered untimely and may be declared by either party as not grievable.

- C. Any dispute or disagreement, including any question as to whether a matter is arbitrable, that arises between the parties hereto shall first be raised by a union representative in the department to the management representative concerned.
- D. Grievances shall normally contain the following information :
- The names of affected Employees;
 - The time frame or date of the event giving rise to the grievance;
 - The nature of the grievance;
 - The remedy sought from the company;
 - Identification of the Article(s) allegedly violated;
 - Any other information.
- E. It is understood that the information above is important to the success of the grievance procedure and where possible should be included.
- F. First step – A first step meeting shall be scheduled within seven (7) days following the Union's submission of the grievance.
- G. When a grievance is presented by the Union, the Union representative shall meet with the departmental manager or his/her designate and attempt to resolve the grievance. At the discretion of the union, the grievor may or may not be in attendance at this meeting.

- H. The manager has seven (7) calendar days from this meeting in which to render a decision. The decision shall be in writing and shall provide the date of the decision and the specific reasons why the grievance is accepted or denied.
- I. Second step – If a grievance is not resolved at the first step of the grievance process, it may be submitted to the second step grievance committee for resolution. The grievance committee shall be comprised of representation from each party.
- J. Notice of the decision to proceed to a second step grievance committee shall be given to the Director of Labour Relations or to his or her designate within fourteen (14) calendar days of the decision at first step. The meeting shall be scheduled within fourteen (14) calendar days of the request.
- K. Following the second step grievance committee meeting, the Company shall provide a decision in writing to the Union no later than seven (7) calendar days following the date of the meeting. The decision shall be in writing, provide the date of the decision and the specific reasons why the grievance is accepted or denied.
- L. The union shall be entitled to file a grievance at the second step of the grievance procedure in the event of termination of employment or another urgent matter.
- M. Time limits for the steps of the grievance and arbitration process may be extended only by mutual agreement.
- It is understood that the Company may also file a grievance. In the event of a company grievance, the grievance procedure shall apply as if the Company is the grieving party and the Union is the responding party.*
- N. In an effort to promote cooperative and speedy resolution of grievances the parties may, by mutual consent, elect to use a mutually agreed upon alternative dispute resolution methods including mediation or expedited arbitration.
- O. The parties agree that these alternative dispute resolution methods shall be informal and the legalistic processes normally used in conventional dispute resolution shall not be used.
- P. The Union agrees to advise the other party in writing of its intention to proceed with the grievance to arbitration within thirty (30) calendar days of the decision at the final stage of the grievance procedure or alternative dispute resolution process.
- Q. It is agreed that the right to arbitrate shall be restricted and limited to issues pertaining to the application, interpretation, administration or alleged violation of the collective agreement. An arbitrator or arbitration board shall have no authority in any way to alter, modify, amend or extend the

terms of this Collective Agreement or the terms and conditions herein.

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

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

List of Arbitrators

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

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

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

(1203) It is agreed that written letters of warning and reprimand shall be removed or deemed to be removed from an Employee's personnel file 24 months from the date of issue. Records of suspension(s) shall be removed or deemed to be removed 30 months from the date of issue.

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

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

ARTICLE 13: VACATIONS

(1301) Except as provided elsewhere in this Agreement, Employees (other than Press Cleaners), after one year's continuous service, in the year ending December 31 shall be entitled to three (3) weeks of vacation with pay between January and December to a maximum payment of 15 days. If an Employee commences employment after January 1st, vacation entitlement for the first year of service shall be pro-rated based on the calendar year. The vacation entitlement of persons employed as Press Cleaners shall be in accordance with the Employment Standards Act and only **(1309)** and **(1311)** of this Article shall apply to Press Cleaners.

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

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

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

Part-time Employees shall be entitled to vacation pro-rated to hours worked, based on service.

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

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

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

(1306) Except as provided elsewhere in this Agreement, one week of vacation is understood to mean five days or five nights. The shift upon which an Employee is working when he/she takes vacation will control the rate of pay without any adjustment for time worked on other shifts, provided that Employees whose regular work is on colour presses and who rotate shifts will be paid for vacations at the night rate. No Employee will be allowed to forgo vacation in any year for the purpose of adding to the length of vacation in any succeeding year.

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

(1308) Twenty percent (20%) of the regular full-time Percentage Press Persons staff twenty percent (20%) of the regular Press Persons staff, ten percent (10%) of the regular part-time Percentage Press Persons staff, and ten percent (10%) of the regular part-time Press Persons staff shall be permitted to take one or two week vacation periods at any one time during the summer

period (June 1 - September 30), the two week period in which Christmas and New Year's Day fall, and the period in which the March school break falls.

(1309) An Employee is entitled to request up to one week of his or her total vacation entitlement which may be taken in individual days, subject to the proviso that this clause will be administered in such a way that the Company will not incur any additional costs, and there is no interference in the efficiency of the operation. The Company and the Union will discuss the implementation of this article in respect of the Employees who are scheduled to work non-standard work weeks (e.g. a mix of four and five-day work weeks).

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

ARTICLE 14: SEVERANCE, DISMISSAL, AND RETIREMENT PAY

(1401) Severance pay at the rate of one week's wages for each six months of continuous service (or major fraction thereof) by the Employee with the Employer, with a maximum of fifty-two weeks' wages, shall be paid on termination of employment caused by permanent suspension of publication. Severance pay shall not apply in the case of an Employee who does not lose employment through suspension of publication due to merger.

(1402) Staff Reduction

Upon dismissal to reduce staff, an Employee shall receive dismissal pay in a lump sum equal to one week's pay for every five months of continuous service or major fraction thereof with the Employer but not in excess of fifty-two (52) weeks' pay. It is understood that upon dismissal to reduce staff, a Percentage Press Person or Press Person must decide within twelve (12) months whether to exercise bumping rights as provided in Article 13 or to take advantage of the dismissal pay. It is agreed that dismissal pay will be based on continuous service as a regular Employee, (including this twelve-month period) provided that the maximum of fifty-two (52) weeks' pay remains unchanged.

(1403) Press Cleaners

The Employer reserves the right to terminate any Press Cleaner without cause and, if terminated by the Employer without cause, a Press Cleaner shall receive notice, termination pay, and severance pay as required by the express provisions of the Employment Standards Act.

ARTICLE 15: HEALTH & WELFARE

(1501) The Employer shall assume 100% of the cost of the Ontario Health Insurance Plan [effective January 1, 1990 Ontario Health Insurance Plan premiums were replaced with an annual payroll tax) and supplement thereto and of the cost of the Surgical-Medical Plan (Cumba S-O-M, Blue Cross or mutually acceptable equivalent), affecting the Employees covered by this Agreement and their dependents. Effective January 1, 2006, all full-time Employees will have an after tax deduction of \$4.00 per week deducted from their pay for an Extended Health Care Premium. Part-time Employees will also have the weekly Extended Health Care Premium deducted from their after tax pay on a prorated basis based on hours paid.

(1502) Weekly indemnity payments will be provided in accordance with the terms of the "Weekly Indemnity Plan".

(1503) A regular Employee who is scheduled to work for the Employer, and who is called for jury duty or subpoenaed as a witness, shall be given a full shift off each day and shall be paid the difference between jury or witness pay and his/her regular pay while serving upon production of a copy of the Jury notice or subpoena, if requested.

(1504) Holding in common the principle that comprehensive health care for all persons is a desirable objective, the Company and the union mutually undertake to review and share information regarding existing health programs, including group health and welfare plans and attendance management practices, covering bargaining unit Employees. The parties agree to convene a meeting annually, or more or less frequently if mutually agreed, with the participation of all the company's union bargaining agents

(1505) Regular Employees covered by this Agreement who have completed at least three months' service shall be eligible to participate in the Group Life Insurance Plan of Toronto Star Newspapers Limited. Such Employees may select coverage in an amount equal to \$6,000.00 or equal to one year's salary at base rate, or equal to two years' salary at base rate.

- a. For Employees who elect to become members of the Plan the Employer will pay the cost of the first \$6,000.00 of the Plan and will pay one-half of the premium cost of the excess coverage.
- b. Notwithstanding anything herein stated, the terms, conditions and features of the insurance provided for herein shall be as established by the insurer and evidenced by the applicable policy.
- c. It is agreed by the parties hereto that this Clause shall not be subject to any of the terms and conditions set forth in the other Clauses of this Agreement.

(1506) The Employer will notify the Union in advance of any change in the rates required by the insurance carrier of the Group Life and Group Health Plans.

(1507) Subject to the terms of the Insurance Company's Plan, the Employer will provide a basic Blue Cross Vision Care Program at a benefit level of \$200.00 towards the purchase of prescription eye glasses or contact lenses once every 24 months, with the Plan assuming the costs up to \$200.00 per eligible family member in each 24 month period.

The Employer agrees to permit any regular full-time Employee requiring, by prescription, special glasses in order to operate video display terminals, to be able to get, in addition to basic vision care coverage, one pair of such special glasses each two years, to a maximum of \$200.00. Regular part-time Employees shall be permitted to participate in this benefit on a proportionate basis.

(1508) The Employer will provide out-of-country coverage for all permanent full and part-time Employees covered under the Extended Health Care Program. The coverage shall be subject to the terms and conditions of the policy of insurance with Sun Life of Canada.

(1509) The Employer will pay the premium cost for insurance coverage to provide a benefit of \$200,000.00 to be paid in the event of the accidental death of a regular Employee occurring or resulting from injuries sustained in the course of his/her employment.

Weekly Indemnity Plan

(1510) Eligibility

A regular Employee who has completed his/her probation and has three successive months' priority with the Employer is automatically eligible for this Plan.

No regular full-time Employee who has **less** than two years of continuous service with the Employer and no regular part-time Employee who has less than two years of accumulated continuous service with the Employer shall be eligible subject to the terms of the LTD Plan.

(1511) Termination of Plan

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

(1512) Amounts of Benefits

(a) For Employees Hired Before January 22, 2006

Benefits will be paid weekly at the rate of 100% of the contract day rate for the disabled Employee for a maximum of 26 weeks. Thereafter, if eligible, benefits will be paid monthly by the insurer at the rate of 60% of the contract day rate in effect on the last day of his/her 26th week of disability until age 65.

Any benefits to which such regular part-time Employees may be eligible shall be calculated on a proportionate basis relating to the number of shifts worked in a workweek as against the normal five (5) shift workweek in the case of regular part-time Employees who work either only day shifts or a combination of day, night and/or lobster shifts, and four (4) shift workweek in the case of regular part-time Employees who work only night shifts, but in no case may a regular part-time Employee receive a benefit greater than that which would be received by a regular full-time Employee under the same circumstances.

Short Term Disability benefits under the Weekly Indemnity Plan for regular part-time Employees shall be based upon average weekly number of straight time shifts worked in the twelve (12) months immediately preceding absence. Regular part-time Employees with less than twelve (12) months of service will have short term disability benefits under the Weekly Indemnity Plan calculated on the basis of the average straight time weekly shifts worked by the two (2) regular part-time Employees with least seniority who have at least twelve (12) months of service.

Notwithstanding the provisions of Clause (1601), a regular part-time Employee who qualifies under this Article 16 for short term disability benefits under the Weekly Indemnity Plan shall be entitled to Long Term Disability

benefits which shall be calculated and payable at the rate of 60% of the Short Term Disability benefits for which such regular part-time Employee shall have been entitled in accordance with the provisions of the foregoing paragraphs.

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

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

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

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

**(b) For Employees Hired on or After
January 22, 2006**

Benefits will be paid weekly at the rate of 75% of the contract day rate for the disabled Employee for a maximum of 26 weeks of absence, including any unpaid days of absence.

Any benefits to which such regular part-time Employees may be eligible shall be calculated on a proportionate basis relating to the number of shifts worked in a workweek as against the normal five (5) shift workweek in the case of regular part-time Employees who work either only day shifts or a combination of day, night and/or lobster shifts, and four (4) shift workweek in the case of regular part-time Employees who work only night shifts, but in no case may a regular part-time Employee receive a benefit greater than that which would be received by a regular full-time Employee under the same circumstances.

Short Term Disability benefits under the Weekly Indemnity Plan for regular part-time Employees shall be based upon average weekly number of straight time shifts worked in the twelve (12) months immediately preceding absence. Regular part-time Employees with less than twelve (12) months of service will have short term disability benefits under the Weekly Indemnity Plan calculated on the basis of the average straight time weekly shifts worked by the two (2) regular part-time Employees with least seniority who have at least twelve (12) months of service.

Notwithstanding the provisions of Clause (1501), a regular part-time Employee who qualifies under this Article 15 for short term disability benefits under the Weekly Indemnity Plan shall be entitled to Long Term Disability benefits which shall be calculated and payable at the rate of 60% of the Short Term Disability benefits for which such regular part-time Employee shall have been entitled in

accordance with the provisions of the foregoing paragraphs.

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

(1513) Basis for Payment of Benefits

For Employees hired before January 22, 2006, except in the case of absence resulting from compensable injury, benefits will commence on the second working day for all types of disability (accident, sickness or disease). For Employees hired on or after January 22, 2006, except in the case of absence resulting from compensable injury, the benefits will commence on the fourth working day for all types of disability (accident, sickness or disease). Further, Employees hired on or after January 22, 2006, who are absent as a result of compensable injury will be paid by the Workplace Safety and Insurance Board (in accordance with the provisions of the Workplace Safety and Insurance Act). For the first 26 weeks and the next 78 weeks disability of the Employee shall be deemed (1) inability to perform each and all material duties pertaining to his/her occupation, and (2) no engagement in any occupation or employment for wage or profit. Commencing with the third year of absence, disability (and hence qualifications for benefits) is defined as the continuous inability of the insured Employee to engage in each and every gainful occupation or employment for which he/she is reasonably qualified by reason of education, training or experience. For Employees hired before January 22, 2006, in the case of absence due to compensable injury, any difference between payment for the first day of absence received from the Workplace Safety and Insurance Board and regular straight time pay which the Employee would have received will be made up by the Employer.

For Employees hired before January 22, 2006, irrespective of the shift to which an Employee is assigned, the loss of pay resulting from benefit commencement on the second day of absence due to sickness or disability shall not exceed the loss of one shift's pay at day shift rates. For Employees hired on or after January 22, 2006, irrespective of the shift to which an Employee is assigned, the loss of pay resulting from benefit commencement on the fourth (4th) day of absence due to sickness or disability shall not exceed the amount of seventy-five (75) percent of one shift's pay at day rates.

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

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

(1514) Contributions

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

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

(1515) Effect of Disability on Service

(a) For Employees Hired Before January 22, 2006

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

(b) For Employees Hired On Or After January 22, 2006

The time the insured Employee is receiving benefits at the seventy-five (75) percent rate shall count as service for all benefits in this Agreement relating to service. Upon return to active work, the Employee will be deemed not to have broken continuous service with the Employer.

(1516) Press Cleaners

None of the benefits provided for in this Article 15 (other than the Ontario Health Insurance Plan) shall apply or be provided to Press Cleaners.

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

(1517) Press Cleaners shall not receive the benefits provided for in this Article or in Articles 15 and 16, however, they shall be eligible to receive the benefits coverage under the "Press Cleaners Benefits Plan" as provided by the Employer.

ARTICLE 16: JOB SECURITY

(1601) It is recognized that job security falls into two main categories -- first, layoffs due to the introduction and use of new processes and/or new equipment; and, second, all other layoffs, except, of course, dismissal for cause.

(1602) Definition

New processes and/or new equipment is defined as the replacement of existing equipment and/or methods in the pressroom and/or the purchase and installation of new types of equipment developed for use in that Department. It shall also include new processes in the methods of production now in use affecting the Employees.

(1603) New processes and/or new equipment

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

1. When the purchase and installation of such equipment and/or introduction of new processes is decided upon, the Union will be advised and the Employer will discuss with the Union the impact of such installation on employment of the affected Employees.
2. Before any layoffs are instituted as the result of the introduction or use of new processes and/or new equipment, the Employer agrees to negotiate with the Union ways and means of minimizing the impact of such layoffs.
3. The Employer shall make reasonable efforts to avoid the need to reduce staff following the introduction of technological

change. If the Employer concludes in its discretion that attrition will not accommodate the reduction required by the Employer, it shall offer to Employees in the classification or classifications affected with 15 or more years continuous service, and aged 55 or more but less than age 65, in order of priority and in the following order:

- (i) For Employees aged 64 but less than age 65, the opportunity to take a fully paid leave of absence to normal retirement date.
- (ii) For Employees aged 60 or more but less than age 64 and who are members of the Toronto Star Pension Plan, who elect early retirement under the provisions of the Toronto Star Pension Plan, a pension supplement which would provide him or her with a pension equivalent to that which would have been earned at normal retirement age assuming no increase in salary from date of separation to date of normal retirement. At normal retirement age such pension supplement shall terminate. In addition, such Employee shall be eligible for dismissal pay in accordance with the terms of (iv) hereof.
- (iii) For Employees aged 55 or more but less than age 60 and who are members of the Toronto Star Pension Plan, who elect early retirement under the provisions of the Toronto Star Pension Plan, in addition to dismissal pay in accordance with the terms of (iv) hereof, service credits in

accordance with the following schedule:

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

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

- (iv) Dismissal pay shall be calculated at the rate of one (1) week's pay at the regular straight-time day shift rate in effect immediately prior to the date of termination for every five months of continuous service or major fraction thereof for the first 10 years of continuous service and at the rate of one (1) week's pay at the regular straight-time day shift rate in effect immediately prior to the date of termination for every four (4) months of continuous service or major fraction thereof for the remainder of their continuous service all to a maximum of 65 weeks' pay. In addition, such Employees shall receive a once in a lifetime lump sum payment equal to two (2) weeks' pay at the regular straight-time day shift rate in effect immediately prior to the date of termination and all of the foregoing is

subject to the provision that no Employee may receive a termination payment in excess of the straight-time earnings he or she would have received had he or she remained in employment to age 65.

(v) As an alternative to the provisions of (3)(i), (ii), (iii) above, Employees with 15 or more years continuous service and aged 55 or more but less than age 65 and who are members of the Toronto Star Pension Plan, in order of priority who elect a deferred vested benefit under the provisions of the Toronto Star Pension Plan, or an **unsupplemented** early retirement pension, may elect a severance payment in the amount of one (1) week's pay at straight-time day shift rates in effect at the time of separation for each four (4) months of continuous service to a maximum of 104 weeks' pay, subject only to the provision that no Employee may receive a severance payment in excess of the straight-time earnings which he or she would have received had no separation taken place.

4 If, following the exhaustion of (3) above, further staff reductions are desired, the Employer shall offer to Employees with 15 or more years of continuous service, but less than age 55, in order of priority, the right to terminate their employment and receive dismissal pay equal to one (1) week's pay at straight-time day shift rates in effect at the time of separation for each four (4) months of continuous service, to a maximum of 104 weeks' pay.

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

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

The reductions shall take place in reverse order of priority by classification affected and by priority list within that classification.

For the purpose of claiming positions following layoffs, individuals in higher rated classifications with more than or the same seniority as individuals in lower rated classifications can claim those positions at the rate of pay of the lower classification. The Employee claiming the position shall maintain his/her established priority date or shall reestablish his/her priority date in the lower rated classification.

For greater certainty, full-time Employees can bump to full-time or part-time positions in the same or lower classification but part-time Employees can only bump part-time positions.

Apprentices are exempted from these provisions.

(1604) All other layoffs

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

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

affected Employees. Such pay in lieu of notice shall not negate the requirement for discussion with the Union as per paragraph 1.

- 5 In the event of staff reductions, the Employer will specify the number of Employees to be dismissed in each classification and whether those reductions are from the full-time priority list or the part-time priority list. The reductions shall take place in reverse order of priority by classification affected and by priority list within that classification.

For the purpose of claiming positions following layoffs, individuals in higher rated classifications with more than or the same seniority as individuals in lower rated classifications can claim those positions at the rate of pay of the lower classification. The Employee claiming the position shall maintain his/her established priority date or shall reestablish his/her priority date in the lower rated classification.

For greater certainty, full-time Employees can bump to full-time or part-time positions in the same or lower classification but part-time Employees can only bump part-time positions.

Apprentices are exempted from these provisions.

(1605) Disposition of personnel

The disposition of personnel laid off by the application of (1604) above, will be as follows:

- 1 The Employer will provide the contractual dismissal pay set out in the Agreement but in each such case an additional amount equal to two (2) weeks at the basic day shift rate in effect immediately prior to date of termination will be paid. It is understood that this lump sum payment equal to two (2) weeks at the basic day shift rate in effect immediately prior to date of termination will be paid only once in the working lifetime of any individual.

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

termination, instead of the weekly benefits described above.

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

- 2 Irrespective of the dismissal pay Clauses in the Agreement which give the individual the opportunity to continue to be employed and have a year in which to decide whether or not he/she will take his/her dismissal pay, the once in a lifetime lump sum payment equal to two (2) weeks' pay at the basic day shift rate in effect immediately prior to date of termination set out above would become immediately payable. It is understood that credits for dismissal pay will recommence on re-establishment of priority in the classification affected.

It is understood and agreed by both parties that should the Employer commence a new publication, enlarge the present publication by adding additional sections, arrange to do work in these departments which previously had been contracted for from outside suppliers, agree with advertisers to do work of a temporary or indefinite nature, e.g., dodgers or any other work contracted for beyond the present scope of the newspaper thereby creating additional regular positions and should there be any resultant layoffs through discontinuance of these projects the

above layoffs procedures will not apply to such additional positions.

(1606) Interpretations

- 1 In (1603) 2, "negotiate" means that full and serious consideration will be given by the parties to all factors and aspects, to the end that there can be a search for a mutually satisfactory way of minimizing the impact of layoffs. If no mutually satisfactory way of minimizing the impact of layoffs is achieved, the proposed lay off will be implemented.
- 2 In (1604) 1, "justify the necessity" means the explanation of the business rationale and any change or changes in conditions which account for a reduction in staff.
- 3 The preamble of (1603) shall be interpreted to permit the Employer to forego replacement of terminations.

(1607) In the event of a decrease in the force of any pressroom, such decrease shall be effected by discharging first the person or persons last employed in the classification affected and should there be an increase in the classification affected within 90 days of any decrease, the person or persons discharged by reason of the decrease shall be reinstated in the reverse order in which they were so discharged before other help may be employed.

ARTICLE 17: HEALTH & SAFETY

(1701) It is the desire and intention of both parties to operate the equipment in such a manner as to safeguard the Employees and the equipment. Whenever repairs have been carried out between the last operation of a press and its scheduled resumption of operation, reasonable precaution will be taken to ensure that the press is in such state and condition that it can be safely operated by the press crew assigned to it. When during a shift work on a press or work which may affect the operation of a press is being carried out, the Percentage Press Person in charge of the press crew on such press will be so informed.

(1702) The Employer agrees to provide a mandatory annual hearing test through its Health Centre facilities for all pressroom staff.

(1703) The Employer agrees that when safety equipment and/or safety clothing is required to be worn by Employees, it will maintain its current policy with respect to payment of such clothing or equipment, which provides that it will pay 100% of the cost thereof to the maximum amounts set out therein (e.g. the maximum payable by the Employer to cover the cost of safety shoes/boots shall not exceed \$200.00 over a two-year period).

(1704) The Employer, Union and Employees recognize that they share the responsibility of ensuring that the workplace environment is healthy and safe and that that can only be achieved through mutual respect and cooperation. The Occupational Health and Safety Act of Ontario ("OHS"), or successor legislation, sets out the rights, responsibilities and obligations of the workplace parties in this regard and the Employer, Union and Employees agree that they shall be bound by OHS in all respects.

(1705) The existing safety devices and practices of the Employer for the purpose of protecting Employees from injury, accident and unhealthful conditions of work during their working hours shall be continued subject to such improvements or changes as the Employer may from time to time determine to be advisable. The parties recognize that each Employee has the right and obligation to report unsafe conditions and practices to his/her immediate Supervisor or to a member of the Safety Committee. The Employer, the Union and Employees jointly share the responsibility for ensuring that Employees practice safe work habits.

(1706) The Union shall appoint a safety representative and alternates on each shift. It shall be the responsibility of safety representatives to bring to the attention of those concerned any equipment, procedures or practices which create a safety hazard.

(1707) The Union shall appoint a representative and an alternate to be a member of the Joint Production Safety Committee which shall consist of worker representatives from each of the Production Departments and an equal number of Employer representatives which shall be the Safety Committee for purposes of the Ontario Occupational Health and Safety Act and which shall meet at least every two months or more often as may be decided by the parties to deal with any new or outstanding items of safety. Minutes of meetings will be distributed to each committee member and to each designated safety representative. It shall be the responsibility of the Union to advise the Employer of the names of its Safety Committee representative, its safety representative and of the names of their alternates and to ensure that the Employer is advised in writing of any changes.

(1708) The Employer and the Union agree to co-operate in the maintenance of sanitary conditions in the pressroom, its

washroom and lunchroom. The Employer will keep prominently posted arrangements in effect for prompt medical attention in emergencies during working hours.

(1709) The Employer will pay the cost of a service by a company engaged by the Employer to supply and launder two (2) uniforms per Employee per week.

ARTICLE 18: LEAVES OF ABSENCE

General Leaves

(1801) Leaves of absence without pay of up to three (3) months' duration (excepting any pregnancy or parental leaves of absence taken in accordance with this Clause (1802) and the *Employment Standards Act*), may be granted by the Employer to Employees upon request in writing provided that at least two (2) calendar weeks' notice be given, provided that no more than three (3) Employees are on leaves of absence at one time, and provided no additional cost accrues to the Employer as the result of such leaves of absence. Copies of any requests for leaves of absence shall be forwarded to the Union within one (1) week of their receipt by the Employer.

Pregnancy & Parental Leave

(1802) A female Employee shall be entitled to pregnancy leave and parental leave in accordance with the *Employment Standards Act*, except that such leaves in combination may be for up to fifty-two (52) weeks in total. The Employee shall provide the Employer with satisfactory medical evidence as to her ability to continue working, if requested by the Employer.

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

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

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

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

Bereavement Leave

(1803) In the event of the death of a spouse, common law spouse (including same sex partner), children or step-children, parent, parents-in-law, step-parent, legal guardian, brother or sister, brother in law, sister in law, grandparent, or grandchildren, an Employee shall be eligible at his or her option for one (1) to a maximum of five (5) consecutive calendar days off with pay for bereavement leave for any regularly scheduled days not worked during the five calendar days immediately following the day of death.

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

Union Leave

(1804) An Employee on leave of absence as an officer of the Union shall, upon his/her return to work for the Employer, be deemed to have bridged service for purposes of eligibility for amount of vacation, severance and/or dismissal pay, and service for the purpose of pension eligibility under the Pension Plan as shown in Article 19 (subject only to the terms and conditions of said Plan). It is understood and agreed that the priority of such a person shall be unchanged from what it would have been had no leave of absence been taken.

ARTICLE 19: PENSION PLAN

For Employees Hired Before January 22, 2006

(1901) The Pension Plan, known as the "Prestereph Pension Plan," described under the heading "Pension Plan" at pages 40, 41 and 42 of the Collective Agreement covering Pressmen and Paperhandlers between Toronto Star Newspapers Limited (the "Employer") and the Printing and Graphic Communications Union No. N-1 (the "Union") effective January 1, 1977 to December 31, 1978 shall be continued solely for the purpose of providing for the payment of pensions, deferred vested pensions and other benefits under the terms thereof to members or former members or their beneficiaries who, by reason of retirement, termination of employment or death, were receiving such payments or were entitled to deferred vested pensions prior to the date of the signing of the Collective Agreement covering the period January 1, 1979 to December 31, 1981. No Employee governed by this Agreement shall be eligible to participate in the Prestereph Pension Plan or to receive a pension thereunder on or after such date and no pension benefits, other than deferred vested pensions to which former Employees had theretofore become entitled, shall commence to be paid or payable under the Prestereph Pension Plan on or after the date of the signing of the Collective Agreement covering the period January 1, 1979 to December 31, 1981.

(1902) All regular situation-holders, priority substitutes and apprentices as at the date of the signing of the Collective Agreement covering the period January 1, 1979 to December 31, 1981 have been and are required to join the Toronto Star Pension Plan as non-contributory members thereof upon fulfillment of the eligibility requirements of that Plan.

(1903) An Employee shall retire from the Employer's employment upon attaining age 65 or as may be specified in the Toronto Star Pension Plan as amended from time to time, unless such retirement is postponed by mutual agreement among the Employer, the Employee and the Union.

(1904) The pension benefits payable under the Toronto Star Pension Plan shall be integrated with those payable under The Canada Pension Plan. The actual integrated Toronto Star Pension Plan/Canada Pension Plan pension benefits payable upon retirement at age 65 to a non-contributory member of the Toronto Star Pension Plan who is governed by this Collective Agreement and who elects a normal ten-year guaranteed pension benefit shall be equal to or greater than the level of Canada Pension Plan benefits which would have been payable to such Employee had he/she retired at age 65 or thereafter on the date of the signing of this Collective Agreement plus a pension in the amount which would be the equivalent of that provided by the application of the following formula:

(a) Past Service

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

(b) Future Service

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

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

(1905) It is recognized that pension benefits calculated in accordance with Clause (1904) might, in some instances, exceed the level of pension benefits which would otherwise have been payable under the Toronto Star Pension Plan. To the extent that pension benefits calculated in accordance with Clause (1904) hereof exceed the pension benefits which would otherwise have been payable under the Toronto Star Pension Plan, such additional pension benefits shall be guaranteed only for 100 weeks from the commencement of retirement. If a member of the Toronto Star Pension Plan governed by this Collective Agreement continues to work beyond the age of 65 years pursuant to Clause (1903) hereof and dies prior to retirement, he/she will be covered by the 100 week guarantee as specified herein.

(1906) Except such as are required for the purpose of providing pensions, deferred vested pensions and other benefits under the terms of the Prestereph Pension Plan to members, former members or beneficiaries thereof who are entitled by reasons of retirement, termination of employment or death to receive such pensions or benefits as at the date of the signing of the Collective Agreement covering the period January 1, 1979 to December 31, 1981, all assets of the Prestereph Pension Plan shall be transferred to the Toronto Star Pension Plan as at that date and the Union, for itself and on behalf of the Employees governed by the Collective Agreement covering the period January 1, 1979 to December 31, 1981, agrees to execute any instruments necessary to effect such transfer and requests and authorizes the Employer and the trustees appointed to administer the Prestereph Pension Plan and

the Toronto Star Pension Plan to do or cause to be done all which is necessary to effect such transfer of assets.

(1907) Regular situation-holders, priority substitutes and Apprentices who, in accordance with the provisions of this Article, became or will become non-contributory members of the Toronto Star Pension Plan upon fulfillment of its eligibility requirements have been or will be given credit for past service as non-contributory members as though they had become non-contributory members of the Toronto Star Pension Plan upon fulfillment of its eligibility requirements immediately following attainment of regular, full-time employment status in the case of regular situation-holders, priority substitute status in the case of priority substitutes and Apprentice status in the case of Apprentices.

(1908) Nothing herein shall preclude a non-contributory member of the Toronto Star Pension Plan who is governed by this Collective Agreement from becoming a "Late-Start Contributory Member" or a "Contributory Member" of the Toronto Star Pension Plan (as those terms are defined therein), provided that, in either case, the Employee applies for such membership and authorizes the Employer to deduct normal contributions from his/her pay in accordance with the terms of the Toronto Star Pension Plan not later than six (6) months after the date each affected Employee is in receipt of written information detailing his/her cost (including interest) of funding past service contributions and, with respect to contributory membership, complies with such requirements as to the funding of past service contributions as may be agreed upon by the Employer and the Employee and accepted by the Trustees of the Toronto Star Pension Plan. For greater certainty it is hereby stipulated and understood that:

payments in respect of an Employee's funding of past service contributions shall be made in such number of installments as may be agreed upon by the Employer and the Employee, subject to acceptance by the Trustees of the Toronto Star Pension Plan;

(ii) interest rates in respect of such payments shall be as set by the said Trustees and are subject to adjustment by the Trustees from time to time;

(iii) the Employee shall not be entitled to make any payments in respect of the funding of past service contributions after December 31, 1988, and

(iv) the Employee shall not be entitled to make any payments in respect of the funding of past service contributions unless he/she shall have complied with the requirements of this Clause (1508) and, in particular, shall have elected to make such payments not later than six (6) months after the date he/she is in receipt of written information detailing his/her cost (including interest) of funding past service contributions.

(1909) Any regular Employee, other than an Employee referred to in Clause (1902) hereof who shall commence or have commenced employment on or after August 29, 1980 shall, as a condition of employment by the Employer, become a contributory member of the Toronto Star Pension Plan upon fulfillment of the eligibility requirements of that Plan.

(1910) Whereas it is understood that there might be equally sound alternate means of fulfilling the foregoing purposes and providing benefits to persons contemplated hereby, such as, for example, by the merger of the liabilities and assets of the Prestereph Pension Plan into the Toronto Star Pension Plan with

equivalent provision for the rights and benefits referred to in Clauses (1901) and (1906) thereof, it is acknowledged and agreed that, provided that the rights, benefits and obligations provided for herein shall in no way be diminished thereby, the Employer shall be at liberty to adopt such alternative and the Union, for itself and on behalf of the Employees governed by this Collective Agreement, undertakes to execute any instruments necessary to permit, authorize and effect the adoption of such alternative.

(1911) For Employees Hired On Or After January 22, 2006

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

ARTICLE 20: TERM OF AGREEMENT

(2001) This Agreement shall take effect on January 1, 2005 and shall remain in force until December 31, 2011. It is mutually agreed that only the scale of wages provided in (701) and (702), will be retroactive to January 1, 2005, but all other provisions will be made effective upon the signing of this Agreement or upon such other date as may be provided for elsewhere in this Agreement.

(2002) Within 90 days prior to the termination of this Agreement the Employer agrees to negotiate with the Union for a new Agreement to take effect on January 1, 2012. The terms and conditions of this Agreement shall remain in effect during such negotiations. If such negotiations do not result in a new Agreement prior to December 31, 2011, the new Agreement shall be made retroactive to January 1, 2012, in respect to wages and overtime (if any).

(2003) In recognition of the duration of this collective agreement, the parties agree to use their best efforts to commence discussion regarding the renewal collective agreement no later than June 1, 2011 with the intent of being fully prepared for bargaining to commence no later than 90 days prior to the termination of the agreement.

Dated this 22nd day of January, 2006.

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

PER:

PER:

TORONTO STAR NEWSPAPERS LIMITED

PER:

A handwritten signature in black ink, appearing to be 'A. K. ...', written over the 'PER:' line for Toronto Star Newspapers Limited.

PER:

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***Related Living Agreement Attached*

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- 2). Change of Practice
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RECOGNITION / JURISDICTION

LETTER OF UNDERSTANDING

April 24, 2005

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

Dear Brian

**RE: Labour Management
Committee**

This is to confirm our understanding that the Company and Union will meet, as soon as practical, following the conclusion of negotiations to address workplace issues which were identified during the course of the 2002 negotiations.

The initial meeting will consist of no more than (10) representatives from both sides and will include representatives from each shift and the respective chapel representatives of the shift, (Union appointees), as well as from the company, senior departmental representation, the Director of Production and his/her designate, and representation from Labour Relations.

The time for the aforementioned meeting will be mutually determined, but will occur no later than within one (1) month of the successful ratification of the Collective Agreement.

In order to allow for workplace issues to be addressed in a more cooperative and timely manner, the parties will also discuss at the meeting:

Scheduling regular labour/management committee, the composition and timing of which to be determined, in addition the situations for replacement of chapel representation.

Providing the Chapel Chairman with time to address workplace issues, at a time mutually agreed, subject to the needs of the business, and at no additional cost to the operation.

We trust this reflect the mutual commitment of the Company and the Union.

Yours truly,



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

WAGES

**LETTER OUTSIDE THE COLLECTIVE
AGREEMENT**

January 22, 2006

Mr. Brian Fletcher, President
Graphic Communications Conference /
International Brotherhood of Teamsters,
Local 100M 165 East Beaver Creek Road,
Unit 21
Richmond Hill, Ontario
L4B 1E2

Dear Brian:

RE: Wage Increases

The following general increases shall apply to all Employees with respect to the Collective Agreement dated January 1, 2005 to December 31, 2011:

LETTER OF INTENT

- On January 1, 2005 the wage rate shall be increased by 2.5%.
- On January 1, 2006 the wage rate shall be increased by 2.5%.
- On January 1, 2007 the wage rate shall be increased by the annual average percentage change in Toronto CPI (as released by Statistics Canada) but the minimum increase shall be no less than 1.5% and the maximum shall be no more than 3.0%.
- Toronto CPI for the year in question shall be rounded off to the nearest one-tenth of one percent.
- In addition to the above wage rate increases eligible Employees will participate in the "Profit Share Plan for Unionized Employees of The Toronto Star" ("The Plan"). The Plan, attached as Appendix "B", shall remain in effect for the duration of the Collective Agreement.
- Any general wage increases in the remaining years of the term shall be determined in accordance with the Memorandum of Agreement Regarding Impact of Bargaining with the IBEW, IAM and CEP

Yours truly,



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

January 22, 2006

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

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

Dear Mr. Donnelly and Mr. Logan:

**Re: Percentage Press and Press
Person Wage Gap**

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

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

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

Sincerely,



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

HOURS AND OVERTIME

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

BETWEEN

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

AND

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

**Dated January 1, 2005 to December 31,
2007.**

**RE: Continuous Night And Lobster Shift
Operations**

Preamble

The conditions specified in this document are introduced on the understanding that it is a mutual objective of the parties hereto to see such conditions established without adding to the costs of operating the Employer's pressroom.

In keeping with this objective, it is further recognized by both parties to this Agreement that make-ready work must be performed within straight time, and that failure to meet this requirement may jeopardize the continuation of the method of operation specified herein.

Both parties agree that continuous night and lobster shift operations are being introduced with a view to reducing the number of shifts and overtime hours being worked by Employees.

Both parties reserve the right to declare this Agreement null and void upon thirty (30) days' notice in writing, in which case the terms and conditions of employment for Employees working night and lobster shifts shall revert to those specified in the Collective Agreement between the parties. Nothing, however, shall preclude the parties from revising the terms and conditions of any continuous operation by mutual consent.

Bearing in mind the above, the following conditions shall prevail pertaining to continuous night and lobster shift operations:-

1. The normal workweek on the night and lobster side will consist of four (4) shifts of thirty-two (32) hours, but if a fifth shift has to be worked, it will be worked at straight time.

2. The number of presses to be operated, the days of the week upon which they are operated, and the number of Employees assigned to the operation of any press shall be at the sole discretion of the Employer subject only to any regulations elsewhere in the Collective Agreement with regard to minimum manpower requirements.

3. The scheduling of days off shall be at the sole discretion of the Employer, except that the Employer agrees that in the event that a six or seven night operation is introduced for the purpose of accommodating the production of a Sunday newspaper, 10% of the regular Employees assigned to the night shift shall be provided with a night off on each of Friday night for Saturday, and Saturday night for Sunday, on a rotational basis. Until such time as a six or seven night operation is introduced, 10% (to a maximum of six persons) of the regular night shift staff shall be scheduled off on Friday night.

4. If an Employee assigned to the night shift on a regular basis works one shift at night and a recognized holiday falls in that week on one of his/her two days off, he/she should be paid one extra shift based on eight (8) hours as defined in the continuous operation hours of work.

If an Employee assigned to the lobster shift on a regular basis works one shift at lobster and a recognized holiday falls in that week on one of his/her two days off, he/she should be paid one extra shift based on eight (8) hours as defined in the continuous operation hours of work.

If a regular Employee on the night or lobster side works a recognized holiday, he/she should be paid as per contract, based on the continuous operation shift hours.

If a part-time Employee works three (3) shifts in the week of the recognized holiday, he/she shall get paid an extra shift at day rates for the recognized holiday if not required to work irrespective of whether the shifts worked are at day, lobster or night or a combination of these shifts.

5. Employees must work 5 shifts in the workweek (except for absence due to official Union business) on their regularly scheduled shift, when work is available, before being eligible for time-and one-half for an extra shift.

6. It shall be at the sole discretion of the Employer as to whether a continuous operation prevails which would provide eight (8) continuous hours of production and no stopping for lunch, or eight (8) hours of production on an interrupted basis with the provision of a thirty (30) minute unpaid lunch period.

It is understood and agreed that when a continuous operation is in effect and when the lunch is being paid for by the Employer,

Employees may not leave the Employer's plant during said lunch period without notifying management.

7. For the purposes of this Supplemental Agreement only:

(a) One week of vacation shall be understood to mean four night or four lobster shifts.

(b) Employees who have worked at least 192 shifts in the year ending December 31 shall be entitled to three (3) weeks of vacation with pay to a maximum payment of 12 shifts.

(c) Any Employee having completed five (5) years of continuous service with the Employer as an Apprentice or a regular full-time or regular part-time Employee on or before January 1, and having worked at least 192 shifts in the year to the preceding December 31, shall be entitled to a fourth week of vacation with pay to a maximum payment of four shifts.

Any Employee having completed ten (10) years of continuous service with the Employer as an Apprentice or a regular full-time or regular part-time Employee, and having worked at least 192 shifts in the year to the preceding December 31 shall be entitled to a fifth week of vacation with pay to a maximum payment of four shifts.

Any Employee having completed twenty-five (25) years of continuous service with the Employer as an Apprentice or a regular full-time or regular part-time Employee, and having worked at least 192 shifts in the year to the preceding December 31 shall be entitled to a sixth week of vacation with pay to a maximum payment of four shifts.

(d) All regular Employees who have worked a portion of the year, shall receive one day of vacation for each 12.8 shifts worked, provided no such Employee shall receive more than 12 days vacation in any calendar year (each 9.4 shifts worked in the case of Employees eligible for a 4th week of vacation, and not more than 16 days vacation in any calendar year, and each 7.5 shifts worked in the case of Employees eligible for a 5th week of vacation and not more than 20 days vacation in any calendar year and each 6.4 shifts worked in the case of Employees eligible for a 6th week of vacation and not more than 24 days vacation in any calendar year).

TORONTO STAR NEWSPAPERS LIMITED

PER:

PER:

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

PER:

PER:

RECOGNIZED HOLIDAYS

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

BETWEEN

TORONTO STAR NEWSPAPERS LIMITED

AND

GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, LOCAL 100M (COVERING PRESS PERSONS AND PRESS CLEANERS)

Dated January 1, 2005 to December 31, 2011.

RE: Recognized Holidays Falling On A Saturday Or Sunday

(1) Regular full-time Employees who are absent from work and eligible to receive weekly indemnity benefits (including top-up of Workplace Safety and Insurance Board (WSIB) payments) during the entire pay week in which a recognized holiday falls on a Saturday or a Sunday (but not in the case of a recognized holiday which falls on any other day of the week) shall receive one shift's pay at the day shift rate for the holiday or for Employees hired on or after January 22, 2006 receive an amount equal to seventy-five (75) percent of the day shift rate (and provided the Employee otherwise qualifies for weekly indemnity benefits), if:

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

and

(b) provided their absence commenced on or after October 1st in respect of the

Christmas Day, Boxing Day and New Year's Day holidays and on or after April 1st in respect of the Canada Day holiday.

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

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

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

GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION, LOCAL 100M

PER:

PER:

TORONTO STAR NEWSPAPERS LIMITED

PER:



PER:

PREN'

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

April 24, 2005

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

Dear Brian:

RE: Press Cleaners - First Consideration for Apprenticeship

This letter is to confirm our agreement that at such time that the Company is hiring for the position of Apprentice, and where a Press Cleaner applies for such position, the Company will give first consideration to the Press Cleaner prior to outside candidates.

In addition, consistent with the current method of incorporating past experience, the Company will give weighting to the Press Cleaners knowledge and experience within the organization.

Yours truly,



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

**LETTER OUTSIDE OF THE COLLECTIVE
AGREEMENT**

April 24, 2005

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

Dear Brian:

Re: Pressroom Apprenticeship Priority

This letter will confirm our agreement for apprentices moving through the part-time priority list based on establishment of priority after six (6) months of employment.

In the event that an apprentice would move to the top of the part-time list by virtue of his or her priority and a full-time press person position became available, the apprentice would not be eligible for that full-time position until he or she had attained Journeyman status.

In the above situation, the full-time position would be offered, in order of priority to the next highest priority part-time Employee

holding Journeyman status and providing that he or she had met the criteria identified in Clause (401).

Upon completion of the apprenticeship program and attaining Journeyman status, an apprentice is eligible to apply for an available full-time position. The awarding of such position is subject to the terms of Clause (401).

Where the criteria identified in Clause (401) is met and where a former apprentice [now Journeyman] is awarded the full-time position, the former apprentice [now Journeyman] would be placed on the full-time priority list in order of his or her priority date.

In the event of a staff reduction, the part-time Journeyman who achieved full-time status ahead of the apprentice(s), would still be named first, based on his or her priority, ahead of the apprentice(s).

For greater clarity, this means that an apprentice cannot attain a full-time position until he or she has achieved Journeyman status. However it will, in no way, prejudice his or her right to priority status.

Notwithstanding the above, the foregoing shall not preclude the Employer from classifying an apprentice as a Journeyman prior to the end of his or her apprenticeship program. This would be done through consultation with the Union and the Apprenticeship Committee.

Yours truly,



Alan K. Bower

Director of Labour Relations
Toronto Star Newspapers Ltd.

**LETTER OUTSIDE OF THE COLLECTIVE
AGREEMENT**

April 24, 2005

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

Dear Brian:

RE: Article 7-Apprentices

Pursuant to discussion held during the 2002 Negotiations, this letter will reflect the intention of the Company to employ no more than sixteen (16) apprentices at any one time for the term of the Collective Agreement.

Yours truly,



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

**LETTER OUTSIDE OF THE COLLECTIVE
AGREEMENT**

January 22, 2006

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

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

Dear Mr. Donnelly and Mr. Logan:

**RE: Hiring of Apprentices in the
Pressroom-2006-2008**

This letter is in response to the union's concern regarding hiring of apprentices from January 2006 through to January 2008 during the implementation of the reductions in reelstand manning scheduling requirements.

The company understands the union's concern and will endeavour not to hire any additional apprentices prior to the second offering of the VSP.

In preparation for the implementation of Stage 2 of the VSP as of January 1, 2008, the Company reserves the right to be able to hire apprentices based upon operational needs and the anticipated VSP applicant numbers, and to ensure uninterrupted operations during the final transition. Before or at the time of the second offering of the VSP, the Company further agrees that it will meet with the Union to discuss the hiring of new apprentices, prior to any such hiring.

The Company further reverses the right to discuss with the Union, and potentially hire

apprentices at an earlier time, should the volume of work in the pressroom increase.

Sincerely,



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

HEALTH & WELFARE

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

BETWEEN

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

AND

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

**Dated January 1, 2005 to December 31,
2011.**

**RE: Eligibility Of Regular Part-Time
Employees For Sickness Benefits
In A Week In Which A Regular
Part-Time Employee Returns To
Work During A Week In Which
He/She Has Been Off Sick**

- (1) (a) A regular part-time Employee who has been absent due to sickness and returns to work during a week in which he/she has been off sick and who is entitled to benefits for absence due to sickness shall be paid such benefits based upon regular straight time day shift rates for those days of sickness for which he/she is contractually eligible to receive such benefits (subject always to the loss of pay for the first shift of absence or the fourth shift of absence as applicable depending on Employee's hire date) but shall be paid at the appropriate straight time rate for any shift he/she actually works within that week, upon his/her return to work.

For the purpose of determining the eligibility of regular part-time Employees to receive sickness benefits, Saturday night for Sunday and Sunday night for Monday shall always be treated as though they were scheduled days off and a regular part-time Employees who is absent on such shifts shall not be entitled to have them considered as shifts for which sickness benefits are to be paid or shifts which may be considered as the first day of absence due to sickness.

(b) A regular part-time Employee who having been requested to work a shift which would constitute a shift in excess of the normal workweek if he/she were a regular full-time Employee is unable to work that shift as a result of sickness or disability shall not be permitted to claim such shift as the first day of absence or any of the three days of absence for an Employee hired on or after January 22, 2006 for purposes of calculating eligibility for absence due to sickness benefits and should such an Employee continue absent due to sickness or disability in the subsequent week, such Employee

shall have his/her benefit reduced by one day's pay in that week.

It is understood and agreed that the terms of the Main Agreement shall be deemed to be modified hereby only to the extent necessary to give effect to the foregoing and are otherwise confirmed.

TORONTO STAR NEWSPAPERS LIMITED

PER:

PER:

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

PER:

PER:

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

January 22, 2006

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

Dear Brian:

RE: Benefit Plan for Press Cleaners

The following list constitutes the Benefits Plan to which Employees in the position of Press Cleaners are entitled:

- Short-term disability benefits on same terms as employees hired on or after January 22, 2006
- Exclude long term disability
- Extended Health Care: Reimbursement is at 80% of eligible expenses (drug plan and medical supplies)
- The Employer's contribution for the cost of benefits to press cleaners is on the same basis of that of part-time employees and as set out in clause 514 of the Collective Agreement
- Vision Care – maximum \$200
- Dental Plan:
 - (a) eligible expenses re preventative services (100% reimbursement)
 - (b) eligible expenses re major restorative services (50% reimbursement)
 - (c) the above are subject to a combined \$2,000 annual maximum reimbursement
- Life Insurance - \$6,000 company paid.

Press Cleaners shall also have a weekly Extended Health Care Premium deducted

from their after tax pay equivalent to 50% of the amount in Clause (1501)

Yours truly,



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

MEMORANDUM OF AGREEMENT

BETWEEN

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

AND

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

Dated January 1, 2005 to December 31,
2007.

RE: Health & Wellness

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

That being said, it is understood that it is to the mutual benefit of the Company and Unions to work towards promoting the health and wellness of Employees, while at the

same time increasing the overall levels of attendance in the workplace.

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

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

with the overall objective to return Employees to work.

Yours truly,



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

LETTER OUTSIDE OF THE COLLECTIVE
AGREEMENT

April 27, 2002

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

Dear Brian ;

Re: Changes to Company Benefit Plans

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

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

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

Yours truly,

Alan Bower

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

April 24, 2005

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

Dear Brian:

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

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

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

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

**(Rearranged
Conditions) In The
Department Workweek
Pressroom**

Yours truly,



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

The Union agrees that for as long as a continuous night shift operation is in effect, where the need for a staff reduction is established as a result of the introduction of technological change either by way of new equipment or by way of new process, personnel designated as surplus to the necessary manpower requirements may be terminated within ninety (90) days of the date upon which both parties to this Agreement agree that a staff reduction is required. Under these circumstances, Employees to be terminated shall have the option of (a) receiving severance and dismissal pay as described in the Collective Agreement, or (b) enrollment in a recognized educational establishment with a view to retraining.

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

An Employee electing option (b) must maintain a record of satisfactory attendance to qualify for a continuation of compensation. Where it is established that a trainee has dropped out of a program, compensation may

JOB SECURITY

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

BETWEEN

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

AND

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

**Dated January 1, 1998 to December 31,
2001.**

**RE: The Handling Of Staff Reductions
Resulting From Technological
Change For Employees Working
Under Continuous Operation**

be discontinued and no further obligation of any kind shall be deemed to exist toward such a person by the Toronto Star Newspapers Limited or any agent acting on its behalf.

An Employee electing option (b) shall cease to be an Employee upon his/her enrollment in this program.

The Union agrees that any dispute relating to the number of people who may be required for the operation of new equipment or processes shall be determined by arbitration if agreement cannot be reached by discussion and negotiation.

TORONTO STAR NEWSPAPERS LIMITED

PER:

PER:

GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION, LOCAL 100M

PER:

PER:

**MEMORANDUM OF AGREEMENT
OUTSIDE THE COLLECTIVE
AGREEMENT**

B E T W E E N

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

and

**GRAPHIC COMMUNICATIONS
CONFERENCE/INTERNATIONAL
BROTHERHOOD OF TEAMSTERS UNION,
LOCAL 100 (Press Room)
(the "Union")**

**A LIVING AGREEMENT RE: The Handling
of Staff Reductions Resulting from
Technological Change**

The Company and the Union acknowledge that during the term of this agreement, the parties have agreed to enter into discussions on various collective agreement letters that are either incorporated inside the collective agreement or stale letters with a shared goal of clarifying and improving the contract administration of this collective agreement.

The parties will also seek to agree on amendments related to various letters to improve various workplace processes, address old or stale contract provisions, and to seek opportunities for a more consistent understanding on various work processes.

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

It is agreed that both parties shall identify their representatives that will participate in this living agreement no later than June 30, 2007. Such representatives shall be empowered and authorized by both the Company and the Union to recommend formal changes to the respective collective agreement; formal approval of any contract language must receive final approval of both the Director of Labour Relations and the Local Representative of the Union.

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

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

modifications of the collective agreement. However, during the term of this collective agreement, no amendments or modifications shall be made to the collective agreement without the agreement of both parties. If no mutual agreement can be reached through such discussions, the collective agreement shall not be changed. Furthermore, if no such mutual agreement can be reached by March 31, 2008, this process shall be concluded unless by mutual agreement of the parties to extend the process for a reasonable period for the purpose of obtaining agreement.

Dated: January 22, 2006



Toronto Star

GCC/IBT 100M

LEAVES OF ABSENCE

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

April 24, 2005

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

Dear Brian:

RE: Leave of Absence – Vice President of GCC / IBT, Local 100M

This letter will confirm agreement to the following:

1. If an Employee is elected or appointed to the position of President or Vice-president of the GCC / IBT, Local 100M, the person will be placed on an unpaid leave of absence.
2. Priority and service will continue to accrue for the period of the leave. Such leaves will be tied to length of the term of union office.
3. The Employee shall be permitted to continue to participate in the benefits plans under the terms and conditions of such plans and will continue to pay his or her share of the group benefits. The Employer cost of any and all premiums will be billed to the union on a quarterly basis.
4. The Employee on such leave will not be permitted to participate in the STD or LTD portion of the benefits plan and therefore will not be required to pay premiums associated with such.
5. The Employee shall be permitted to continue to participate in the pension plan for up to a maximum of 5 years for accrual of service. The union will remit to the Company the value of both the Employee and employer contributions to the pension plan. The Company will then make the appropriate contributions to the plan on behalf of the Employee. Adjustments would be made consistent with contribution levels

to reflect any general wage increases. Such provision is subject to changes in Pension and Tax laws.

6. The Employee on such leave would be eligible for any improvements or upgrade to the pension plan.
7. The Employee shall remain eligible for any special severance or voluntary exit packages.
8. The Employee on such leave of absence will, at the expiry of the leave, return to either their home position, should it be vacant or exist, or to a vacant position within their department and for which they qualify. In the event that no such position exists, the rights will be governed in accordance with the terms of the collective agreement.
9. At the expiry of the leave of absence, the Employee will be provided with up to 30 calendar days in which to return to active duty with the Company.

Yours truly,



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

MISCELLANEOUS

MEMORANDUM OF AGREEMENT BETWEEN

TORONTO STAR NEWSPAPERS LIMITED
(the "Company" or the "Employer")

- and -

**GRAPHIC COMMUNICATION
CONFERENCE/INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, LOCAL
100M**
(Platemakers, Pressroom and Mailroom)
(the "Union")

**Re: Impact of Collective Bargaining
with International Association of
Machinists and Aerospace Workers
(**"IAM"**), International
Brotherhood of Electricians
(**"IBEW"**) or Communications,
Energy and Paperworkers Union of
Canada, Local 87-M, Southern
Ontario Newsmedia Guild (**"CEP"**)**

In the bargaining discussions held in the fall of 2005, pursuant to the Letter regarding a living agreement on building and sustaining the future for the Vaughan Press Centre (the "Living Agreement Negotiations"), the parties agreed to extend the term of each of the GCC/IBT collective agreements from December 31, 2007 to December 31, 2011. At that time, the Company undertook and agreed that, with respect to certain items under the collective agreements, in the event changes to such items are negotiated in the course of collective bargaining with any one or all of the IAM, IBEW or CEP on or before December 31, 2011, that change or changes would also apply to and be incorporated into all of the GCC/IBT collective agreements as follows:

(a) Application

Except as provided for in b, d, e and f below, the terms of the within Memorandum of Agreement apply only to employees who were employed by the Company before the date of ratification of the Memorandum of Agreement ("Ratification Date"). It does not apply to any employee hired on or after the Ratification Date.

(b) General Wage Increase

In the event that a general wage increase that applies to a year covered under the GCC/IBT collective agreements is negotiated with any one or all of the IAM, IBEW or CEP, that wage increase would be applied to the impacted employees in the GCC/IBT bargaining units in the applicable year or on the applicable effective date of the general wage increase. This provision is applicable only to those employees in the bargaining units who are otherwise entitled to receive a general wage increase pursuant to the applicable GCC/IBT collective agreement. For the sake of clarity, any such general wage increase will be applied to impacted employees in the GCC/IBT bargaining units in accordance with the terms applicable to general wage increases in the GCC/IBT collective agreements.

(c) Pension

In the event that improvements to the Toronto Star Pension Plan are negotiated in the course of collective bargaining with any one or all of the IAM, IBEW or CEP and that update would be implemented during the term of the GCC/IBT collective agreements, such changes will be incorporated into such collective agreements for the impacted employees in the applicable year or on the applicable effective date of such improvement.

**(d) Health & Welfare Benefits
(excluding vacation)**

**(i) Pressroom, Platemakers and Incumbents
in Mailing Room**

In the event that a change or changes to the group health and welfare benefit programs (for added clarity this shall include the EHC premium) are negotiated with any one or all of the IAM, IBEW or CEP, such change or changes will be incorporated into the GCC/IBT collective agreements for the employees outlined below in the applicable year or on the applicable effective date of such change or changes.

This provision shall apply to all employees in the pressroom and platemaking bargaining units regardless of date of hire and to those employees in the mailing room bargaining unit who were employed by the Company before the Ratification Date.

For the sake of clarity, such change or changes will be implemented whether the change or changes represent an increase or a decrease to a benefit entitlement.

(ij) New Hires in Mailing Room

In the event that a change or changes representing a decrease to a benefit entitlement under the group health and welfare benefit programs (for added clarity this includes the EHC premium) are negotiated with any one or all of the IAM, IBEW or CEP, such change or changes will apply to the GCC/IBT mailing room collective agreement and those employees in the mailing room bargaining unit who are hired on or after the Ratification Date. Such change or changes shall be implemented in the applicable year or on the applicable effective date of the change or changes.

For the sake of clarity, a change or changes representing a decrease to a benefit entitlement means a decrease to the benefit

entitlement for those employees in the mailing room bargaining unit who were hired on or after the Ratification Date.

(e) Short-Term Disability Benefits

- (i) Incumbents – Pressroom, Platemakers and Mailing Room

In the event that a change or changes to the short-term disability program are negotiated with any one or all of the IAM, IBEW or CEP, such change or changes will be incorporated into the GCC/IBT collective agreements in the applicable year or on the applicable effective date of such change or changes for the employees defined below.

This provision shall apply to all employees in the GCC/IBT bargaining units who were employed by the Company before the Ratification Date.

For the sake of clarity, such change or changes will be implemented whether such change or changes represent an increase or a decrease to the short-term disability entitlement for the impacted employees.

- (ii) New Hires – Pressroom, Platemakers and Mailing Room

In the event that a change or changes that represent a decrease in short-term disability benefit entitlement for the employees defined below are negotiated with the IAM, IBEW or CEP, such change or changes will be incorporated into the GCC/IBT collective agreements in the applicable year or on the applicable effective date of such change or changes for the employees defined below.

This provision shall apply to those employees in the GCC/IBT bargaining units who were hired on or after the Ratification Date. It shall be implemented in the applicable year or on the applicable effective date of the change or changes.

(f) Sunday Premium

In the event that reductions to or the elimination of any premium payments for work performed on a Sunday are negotiated with any one or all of the IAM, IBEW or CEP, such reductions or the elimination of the premium will be incorporated into the GCC/IBT collective agreements for the impacted employees in the applicable year or on the applicable effective date of the negotiated reduction or elimination.

DATED at Toronto this 22 day of January, 2006.

Toronto Star Newspapers Limited



Graphic Communication Conference/
International Brotherhood of Teamsters,
Local 100m

April 24, 2005

Mr. Brian Fletcher
 President
 Graphic Communications Conference /
 International Brotherhood of Teamsters,
 Local 100M
 165 East Beaver Creek Road, Unit 21
 Richmond Hill, Ontario
 L4B 1E2

Dear Brian:

1. Rules and Interpretations

This is to confirm that the following rules and interpretations shall be used in applying certain sections of the Agreement effective January 1, 2005 to December 31, 2011.

(1) No Employee shall receive more than two shifts' pay in addition to regular pay in respect of any recognized holiday on which he/she works.

(2) In order that some regular full-time Employees scheduled to work on a recognized holiday may take this day off as a "beg off", regular part-time Employees may be employed.

2. Access to Personnel Files

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

Contingent upon Union agreement that personnel files and information contained therein are the property of the Employer, the Employer agrees that a regular Employee shall be permitted to read his/her personnel

file contents once a year provided that he/she shall make a written request to this effect to his or her Department Head. The Employer agrees to provide an Employee with an opportunity to read his/her personnel file on the Employer's premises and in the presence of a representative of Management within a reasonable period of time following receipt of such written request. An Employee shall have the right to have corrected any confirmed error of fact in his or her personnel file.

3. Parking at the Vaughan Press Centre

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

4. Benefit Contributions - Employees on Long Term Disability

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

Current Monthly Contributions:

	<u>Company</u>		<u>Employee</u>	
	Single	Family	Single	Family
<u>Semi-Private</u>	\$8.37	\$23.58	N/C	N/C
<u>SunLife-Extended</u>				
<u>Health Care</u>	\$59.97	\$196.80	N/C	N/C
<u>Dental</u>	\$42.40	\$ 93.47	\$14.14	\$31.16
<u>Vision</u>	\$ 7.47	\$ 16.16	N/C	N/C
<u>VDT</u>	\$ 4.22	N/C	N/C	N/C

Life Insurance: Premium Waived (Coverage continues at the level of insurance

immediately prior to commencement of L.T.D.).

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

5. Pressroom Restructuring - John Masters

M Masters has been reclassified as a full-time Press Person at the current Journeyman rate and is eligible for all future contractual increases. He has established priority ahead of all of the Employees listed on Schedule "B" to the Agreement in Principle between The Star and the G.C.C. / I.B.T., and the five pool substitutes referred to in Section 10 of that Agreement. In the event of staff reduction, Mr. Masters shall not be able to bump any Journeyman Priority Substitute listed on Schedule "A" of the above-noted Agreement.

Yours truly,



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

(hereinafter known as the "Employer")

AND

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

**Dated January 1, 2005 to December 31,
2007.**

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

1. The President or the Senior Executive of the Graphic Communications Conference / International Brotherhood of Teamsters, Local 100M, agrees to meet with senior representatives of The Star at regular intervals during the life of the Agreement to discuss resolution of problems, ways and means of improving productivity, and the establishment of principles which should guide the parties in the resolution of future differences.

2. Graphic Communications Conference / International Brotherhood of Teamsters, Local 100M, agrees to take whatever steps may be possible in ensuring that the Weekly Indemnity Plan is not subject to any abuse.

3. Effective January 1, 1992, Standard Life, Policy No. 10 576-N (the "Plan") will replace existing dental insurance programs. Subject to the following and the Employer's unilateral right to change carriers, dental services shall be as provided in the Plan and the regulations of the Plan shall govern in all respects including eligibility, enrollment, dependents and exceptions:

(1) all regular full-time Employees are eligible to participate in and must participate

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

BETWEEN

TORONTO STAR NEWSPAPERS LIMITED

in the Plan unless specifically excluded by virtue of the terms of the Plan;

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

Participation is optional for regular Employees who are covered for dental insurance through the dental plan of a spouse employed by a company other than the Employer;

(3) temporary Employees are ineligible to participate in the Plan;

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

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

(ii) payment for eligible expenses, as defined in the Plan, for Type II -Prosthodontic Services and Major Restorative Services shall be limited to a maximum amount of \$3,500.00 incurred during a period of 36 consecutive months per insured Employee and per dependent and the remainder shall be paid by the Employee;

(iii) reimbursement for eligible expenses, as defined in the Plan, for Type I -Basic Services shall be limited to a maximum amount of \$1,000.00 incurred during a period of 12 consecutive months per insured Employee and per dependent and the remainder shall be paid by the Employee; and

(iv) orthodontic benefit of 50% cost sharing of eligible expenses to a lifetime maximum of \$1,500 per dependent, under 19 years of age.

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

The Employer's contribution toward the premium cost for regular part-time Employees shall be in accordance with paragraph S of Clause (514) of the Collective Agreement.

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

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

For Employees hired before January 22, 2006:

Effective upon January 22, 2006, the Employer agrees to contribute \$5.00 per straight time shift worked (\$6.25 for four shift work week Employees) on behalf of each such Employee to a maximum of \$25.00.

For Employees hired on or after January 22, 2006:

Effective upon January 22, 2006, the Employer agrees to contribute \$3.00 per

straight time shift worked (\$3.75 for four shift work week Employees) on behalf of each such Employee to a maximum of \$15.00.

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

6. Subject to the terms and conditions of the Employer's Group Life Insurance Policy and Article 12, Clause (1205) of the Collective Agreement, the Employer agrees to increase post retirement Group Life Insurance coverage to a minimum of \$6,000.00 for Employees retiring first full week following July 3, 1987.

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

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

PER:

PER:

TORONTO STAR NEWSPAPERS LIMITED

PER:



PER:

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

April 24, 2005

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

Dear Brian:

RE: Portability of Service

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

Yours truly,



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

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

BETWEEN

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

AND

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION,
LOCAL 100M**

**(hereinafter known as the "Union")
Dated January 1, 2001 to December 21,
2004**

RE: Job Restructuring

In furtherance of the Agreement in Principle Re: Job Restructuring annexed as Appendix "B" to this Supplemental Agreement (the "Agreement in Principle"), the parties have agreed to a fundamental restructuring of jobs in the pressroom with the result that four new job classifications will replace the Pressman and Paperhandler classifications: Percentage Press Person; Press Person; Apprentice; and Press Cleaner.

The parties agree that this restructuring will require a staged implementation which is mindful of the impact of the proposed changes on current staff. To that end, the

restructuring will not adversely affect current staff as outlined in this Supplemental Agreement.

The parties also agree and are committed to jointly designing and implementing comprehensive training programs which will support this restructuring and be aimed at satisfying current staff development needs.

1. Preservation of Journeyman Pressman Status

The parties expressly acknowledge and agree that the persons listed on Schedule "A" to this Supplemental Agreement who were regular full-time and priority substitute Journeymen Pressmen as at March 25, 1998 (hereinafter referred to as "regular full-time Journeymen Pressmen" and "priority substitute Journeymen Pressmen" and "Journeymen Pressmen") shall not have any change in their status except that Journeymen Pressmen will perform all functions described in connection with the new classifications, including traditional paperhandling functions.

The parties further acknowledge and agree that each reference (direct or by incorporation in the defined term "Employee" or "Employees") in the Collective Agreement to a full-time or part-time Percentage Press Person or a full-time or part-time Press Person shall, as the context requires, be read, with reference to the persons listed on Schedule "A" to this Supplemental Agreement, as if the reference was to regular full-time Journeymen Pressmen, priority substitute Journeymen Pressmen, or Journeymen Pressmen.

As it relates to Journeymen Pressmen, the terms of this Supplemental Agreement shall govern in the event of any discrepancy as between such terms and the terms of the Collective Agreement.

2. Manning Requirements Schedule

Percentage Press Persons, Press Persons and Apprentices may form part of the Manning Requirements Schedule under Article 2 of the Collective Agreement.

3. Maintenance Functions

Maintenance functions may be performed by Percentage Press Persons and/or Press Persons and Press Cleaners as provided for in Article 1 of the Collective Agreement.

4. Training

The Union will participate with the Employer in setting up all training programs. The intention of the parties is to establish programs which would be tailored to meet the needs of the Employees in the restructuring. Training will be conducted by the Pressroom Training Manager, Foremen, Volunteer Trainers from the floor and outside resources where necessary.

TRANSITIONAL PROVISIONS

It is the intention of the parties to minimize the impact of these changes on current staff and to that end agree to the following transitional measures to assist in that objective. These transitional measures will continue so long as any current staff (as defined herein) are retained in employment in the Pressroom.

The following are the transitional measures:

5. No Reclassification of Current Journeymen Pressmen

Journeymen Pressmen employed as at March 25, 1998 fall into one of the following categories: regular situation holder (regular full-time), priority substitute (regular part-time) and pool substitute (temporary part-time).

Prior to giving effect to the restructuring, five pool substitutes were given priority substitute status and then given the benefits accorded by this Supplemental Agreement to priority substitutes.

Those five individuals will have priority dates which fall after the priority dates established for the full-time Journeymen Paperhandlers who have been reclassified as Press Persons.

All regular full-time and priority substitute Journeymen Pressmen listed on Schedule "A" to this Supplemental Agreement shall retain their current classification status and, therefore, will not be reclassified.

Notwithstanding, all Journeymen Pressmen will perform all functions described in Section 2 of the Agreement in Principle, including current paperhandling functions.

6. Reclassification of Paperhandling Staff

All Employees previously classified as regular full-time and part-time Journeymen Paperhandlers and who are listed in Schedule "B" to this Supplemental Agreement were reclassified as Press Persons immediately following ratification of the Collective Agreement.

Their priority dates have been established as at the date of reclassification but are in order of ranking based on their previous priority dates. Full-time Paperhandlers have priority over the five pool substitutes noted in Section 10 of the Agreement in Principle for all priority purposes.

As set out in Section 4 of the Agreement in Principle, full-time staff and part-time staff shall be assigned to two different lists. As well, Employees performing traditional paperhandling roles shall be identified on a separate priority list and designated under the caption "Traditional Roles Exemption" on

Schedule "B" to this Supplemental Agreement.

It is the Company's intention for the foreseeable future to maintain current operations such as receiving, stripping, tether and ink/solvent recovery and it is anticipated at this time, that this will require thirteen staffed positions over three shifts. The Company will continue to staff these positions from the individuals listed under the "Traditional Roles Exemption" caption on Schedule "B" to this Supplemental Agreement and based on the shifts to which they were assigned at the time of ratification. The balance of the paperhandling staff will also maintain their shifts as at the time of ratification.

It is understood and agreed that the individuals listed under the "Traditional Roles Exemption" caption on Schedule "B" to this Supplemental Agreement may be supplemented by other Employees in the performance of traditional paperhandling roles.

Notwithstanding, Section 2 of this Supplemental Agreement (Section 5 of the Agreement in Principle) and the immediate reclassification of the Paperhandlers to the Press Person classification upon ratification, reclassified Paperhandlers shall not be used to satisfy the Manning Requirements Schedule until they have had a minimum of three months of training in the following areas:

- (1) basic offset theory and components of the press including reelstand operation;
- (2) paster and kite makeup;
- (3) plating process; and
- (4) webbing up process including web paths and section leads through to the folder.

A Joint Union/Management Committee will determine the specifics of this training program, including learning methods to be used such as classroom, practice sessions,

shadowing running operations, hands on press experience outside of live production and integration into press crews on running production.

It is understood that when working with press crews on running production, the trainees shall be treated as an integral part of the crew even though they will be over and above the manning requirement for the three month period. The members of the press crew shall have the responsibility to ensure that the trainees gain practical experience and exposure to all the necessary elements of the Press Person classification.

7. Job Protection

None of those persons named on Schedules 'A' and "B" to this Supplemental Agreement shall lose their employment as a result of this restructuring. This provision shall survive the expiry of this and successor Collective Agreements. For greater certainty, no names can be deleted from Schedules 'A' or "B" except through attrition.

The Employer continues to reserve the right to reduce staff pursuant to the provisions of the Collective Agreement, e.g. economic downturn, technological change, operational requirements.

8. No Financial Impact

All persons listed on Schedules 'A' and "B" to this Supplemental Agreement will maintain their base rates as in effect immediately prior to ratification and will be eligible for all future contractual increases.

9. Press Persons

Press Persons shall receive the current scale as identified in Clause (402) of the Collective Agreement. The premiums identified in Clauses (406) and (407) of the prior Collective Agreement ceased to apply as at

March 29, 1998 and have been deleted from the current Collective Agreement; however, as a transitional measure, the premium paid for the receiving function shall continue so long as members of the paperhandling staff identified on Schedule "B" to this Supplemental Agreement are employed.

10. Technological Change Provisions

The provisions of Article 13 of the Collective Agreement have been revised in contemplation of technological change.

11. Priority Related Issues

(a) Layoffs:

For the purposes of layoff, all staff listed on Schedules 'A' and 'B' to this Supplemental Agreement, irrespective of classification, have been merged on either a full-time or part-time priority list. Those priority lists are attached as Schedule "C" to this Supplemental Agreement.

In the event of staff reduction, the Employer will follow the procedure in Clause (1301) A.6 or B.4 of the Collective Agreement prior to making any reduction in staff from Schedule "C". In any event, former Paperhandlers not working in traditional roles as identified on Schedule "B" will be subject to reduction ahead of all former Journeymen Pressmen listed on Schedule 'A', but after the five pool substitutes noted in Section 5 above (Section 10 of the Agreement in Principle).

Former Paperhandlers not working in traditional roles will be subject to staff reduction in inverse order of priority shown on Schedule "B" to this Supplemental Agreement. Those thirteen Paperhandlers performing

traditional roles would only be subject to staff reduction in the event the Employer chooses to reduce staff in those areas of the operation.

For greater certainty, the thirteen Paperhandlers in traditional roles cannot bump anyone else, nor can they be bumped.

(b) Shift Claiming

Shift claiming procedure shall continue to be in order of priority with Employees on Schedule 'A' to this Supplemental Agreement claiming positions vacated by Employees on the same schedule and Employees on Schedule "B" claiming positions vacated by Employees on the same schedule.

(c) Promotion

Vacancies in the Percentage Press Person or Press Person classifications shall be filled in accordance with the provisions of Clause (806) of the Collective Agreement.

For Percentage Press Persons positions previously known as 'Upstairs' Pressman positions, applicants may come from a number of groups including non-reclassified Regular Journeymen Pressmen and Priority Substitutes and Press Persons.

Notwithstanding Clause (806) of the Collective Agreement, full-time Press Person positions shall be awarded to the most senior non-reclassified priority substitute Journeyman Pressman who applies provided that the following minimum qualification criteria are met:

- (1) proficiency in paster and kite makeup;

- (2) thorough knowledge and proficiency in the plating process including plate positioning and installation;
- (3) thorough knowledge and proficiency in the webbing up process including web paths and section leads through to the folder;
- (4) thorough knowledge of reelstand and transfer table functions including their interaction with the AGV system;
- (5) performance of the traditional paperhandling functions at the press deck and reelroom level;
- (6) demonstrated ability to work well with others; and
- (7) satisfactory attendance record.

Non-reclassified Priority Substitutes who move to full-time positions shall maintain their priority dates.

Apprentices who have come out of their time and have been classified as Press Persons shall be eligible to apply for Percentage Press Person positions as they become available, and in that case shall be subject to the same qualification criteria as all other applicants.

(d) Vacation Claiming

Priority shall continue to be the determining factor for vacation selection, however, the thirteen Employees working in traditional paperhandling roles and listed on Schedule "B" to this Supplemental Agreement shall be considered a separate vacation group with no more than two being off at any one time.

12. Transitional Shift Guarantee

Effective July 1, 1998 and only for the term of the current Collective Agreement to December 31, 2001, the Employer shall make available to the Press Persons holding priority substitute status and listed on Schedule "A" an average of four (4) shifts per week over a six (6) month period, July 1 to December 31 and January 1 to June 30. For the purpose of that transitional shift guarantee, vacation days, sick days, absences for compensable disability, book offs, no shows, shifts offered but refused, statutory holiday and birthday shifts, bereavement leave and leaves for Union business shall be credited to the Employer in satisfaction of the shift guarantee. The Employer shall schedule all shifts to be worked or offered to such Employees and shall maintain all relevant records. In the event of an economic downturn or to reflect or meet operational requirements or technological changes, the Employer shall have the option of reducing the transitional shift guarantee to three (3) shifts per week instead of or in addition to declaring a staff reduction.

In the administration of the transitional shift guarantee, the Company agrees to maintain a continuous list of five (5) regular part-time/priority substitutes with four shift guarantee for the term of this Collective Agreement

Other than noted above, nothing in the aforementioned affects the term of point 12 in the Transitional Shift Guarantee expressed in the Collective Agreement.

GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION, LOCAL 100M

PER:

PER:

TORONTO STAR NEWSPAPERS LIMITED

PER:

PER:

28. N. Stenoff 19-Jun-67
 29. L. Conway 1-Nov-71
 30. S. Gural 14-Oct-64
 31. G. Limage 3-Mar-73
 32. W. Merrigan 16-Feb-72
 33. C. Dale 22-Aug-83
 34. R. Fuller 22-Sep-79
 35. K. McKeown 15-Mar-83
 36. J. Pembleton ON 8-Jan-84
 LTD.

****SCHEDULE "A"*****

Regular Full-Time & Part-Time Journeymen Pressmen

Regular Full-Time - Grandfathered

No.	Name Chapel Priority	Starting Date
1.	J. Brett	16-Dec-68
2.	D. Welbanks	2-Apr-63
3.	J. Becker	11-May-70
4.	A. Dance	3-Sep-70
5.	F. McCloskey	14-Aug-65
6.	G. Klingbell	17-Aug-64
7.	H. Armstrong	11-Nov-65
8.	K. Collins	13-May-66
9.	J. McIvor	15-Sep-73
10.	D. Kruzliak	5-Feb-72
11.	D. Gibson	24-Sep-73
12.	S. Martin	5-Jul-74
13.	J. Potter Jr.	2-July-74
14.	M.Vasconcelos	15-Oct-74
15.	W.Butterfield	15-Oct-74
16.	T. Fava	16-Oct-74
17.	J. Seeman	1-Nov-71
18.	K. Miller	11-Mar-74
19.	M.Colavecchia	21-Nov-75
20.	G. Wilson	25-Nov-75
21.	R. McKinnon	1-Jun-76
22.	G. Baverstock	1-Jun-76
23.	A. Lapointe	1-Jun-76
24.	A. Caines	30-Oct-63
25.	J. Robotham	22-Feb-62
26.	F. Ferkul	1-Apr-67
27.	A. Lombardi	1-Apr-77

37. G. Waterkamp 8-Jan-84
 38. J. Donlevy 4-Oct-83
 39. W. Taylor 13-Dec-83
 40. D. Miglia 3-Feb-84
 41. P. Kirby 7-Nov-79
 42. P. Robotham 24-Nov-71
 43. T. O'Leary 30-Sep-70
 44. J. Borges 15-Sep-72
 45. W. McKay 1-Oct-73
 46. J. Castrucci 17-Apr-79
 47. S. Robotham 5-Nov-79
 48. J. Gillespie ON 31-May-80
 LTD.
 49. D. Johnston 11-Dec-84
 50. A. Desroche 14-Feb-82
 51. M. Rogerson 13-Oct-80
 52. R. Page 13-Oct-80
 53. M. Karkling 10-Aug-85
 54. D. Smith 10-Aug-85
 55. D. Wright 10-Aug-85
 56. F. Tantalo 7-Jul-86
 57. T. Taggart 7-Jul-86
 58. D. Venditti 27-Jul-86
 59. P. Singh 27-Jul-86
 60. D. Wilson 8-Sep-86
 61. R. Haynes 8-Sep-86
 62. P. Hampton 8-Sep-86
 63. A. Couture 8-Sep-86
 64. J. Broadbridge 30-Nov-86
 65. J. Mastrella 8-Mar-87
 66. S. Ansell 8-Mar-87
 67. J. Stephens 8-Mar-87
 68. G. Hastings 8-Mar-87
 69. D. Troyer 17-Aug-81
 70. P. White 8-Nov-87
 71. J. Beaudry 8-Nov-87
 72. K. Logan 20-Dec-80
 73. B. Weber 8-Apr-78

74.	P. McGillen	5-Oct-81
75.	G. Bruce	10-Dec-84
76.	D. Konecny	3-Jul-79
77.	S. Ali	6-Sep-88
78.	L Owen	21-Aug-88
79.	C. Middleton	25-Sep-88
80.	P. Beacham	18-Sep-88
81.	J. Soulliere	4-Sep-88
82.	D. Harrold	12-Oct-92
83.	M. McCargar	27-Nov-88
84.	P. Hohenstein	7-Oct-84
85.	M. Cormier	10-Dec-84
86.	G. Takacs	13-Mar-89
87.	P. Skotnyk	26-Jan-86
88.	A. Shrubbs	24-May-89
89.	G. Lapointe	30-Apr-89
90.	R. Hutsulak	30-Apr-89
91.	D. Simpson	30-Apr-89
92.	L. Barton	30-Apr-89
93.	S. Sapienza	30-Apr-89
94.	D. Hall	30-Apr-89
95.	J. Halischuk	30-Apr-89
96.	W. Davis	30-Apr-89
97.	M. Evans	30-Apr-89
98.	R. Sloane	6-May-90
99.	F. Sills	6-May-90
100.	E. Earls	2-Jan-92
101.	J. Diamond	8-Mar-92
102.	R. MacInnes	15-May-92
103.	K. Jones	15-May-92
104.	S. Drane	1-Aug-92
105.	S. Forrest	16-Oct-92
106.	C. Halliday	16-Oct-92
107.	C. Tozzi	12-Dec-92
108.	K. Burden	26-Dec-92
109.	T. Vere	3-Jan-93
110.	B. Dennison	5-Mar-93
111.	D. Shaw	23-Apr-93
112.	M. Dale	12-Aug-93
113.	G. Jones	11-Dec-93
114.	A. Skotnyk	18-Dec-93
115.	D. Murphy	6-Jan-94
116.	B. Groundsell	1-Jan-95
117.	V. Kataja	2-Jan-95
118.	O. Small	5-Jan-95
119.	D. Smith	17-Sept-95
120.	T. Felton	17-Sept-95
121.	J. Bowes	27-May-96

122.	R. Croft	30-May-96
123.	G. Robins	20-Jun-96
124.	F. Sawler	1-Jul-96
125.	C. Ciantar	1-Dec-96
126.	D. Muise	28-Apr-97
127.	J. Masters	28-Mar-98

Regular Part-Time - Grandfathered

128.	G. Robertson	11-Aug-97
129.	C. Capetano	11-Aug-97
130.	R. Crawford	11-Aug-97
131.	S. Comeau	28-Sep-97
132.	D. Villeneuve	12-Oct-97
133.	D. Baker	30-Nov-97
134.	D. McDonald	30-Nov-97
135.	S. Pillwein	29-Mar-98
136.	C. Pilon	29-Mar-98
137.	M. Scott	29-Mar-98
138.	W. Smith	29-Mar-98

("LTD" Denotes those Employees on Long Term Disability)

Note: Employees listed from Priority #1 to #148* inclusive are covered by the Supplemental Agreement To The Main Agreement Re: Job Restructuring.

****SCHEDULE B****

PRESSROOM PRIORITY AND SENIORITY LISTS

Part-Time Reclassified Press Person

Priority	Name	Starting Date
139.	S.Naidopolous	29-Mar-98
140.	G.Perkin	10-Jan-00
141.	R.Dubord	10-Jan-00
142.	R.Dubois	10-Jan-00
143.	K.Rudat	21-Apr-00
144.	S.Lackenbauer	21-Apr-00
145.	C.Cooper	21-Apr-00
146.	M.Cunliffe	15-May-00

147. G.Marcelli	15-May-00
148. A.Stark	15-May-00
149. K.Zwaniga	15-May-00
150. A.Lint	29-May-00
151. J.Hopper	29-May-00
152. Mike Evans	29-May-00
153. L.Cundell	12-Jun-00
154. J.Dawson	12-Jun-00
155. M.Laviolette	12-Jun-00
156. K.O'Hara	12-Jun-00
157. C.Dalton	24-Jul-00
158. M.Whittle	27-Nov-00
159. C.Taylor	27-Nov-00
160. W.Horton	27-Nov-00
161. N.Sequira	2-Jul-01
162. G.Belisle	2-Jul-01
163. S.Webster	2-Jul-01

Regular Full-Time Press Persons

Name Priority Date Starting Date

1. R.Powell	29-Mar-98	23-Jul-83
2. I.Wallace	29-Mar-98	30-Aug-83
3. D.Moore	29-Mar-98	8-Sept-86
4. G.Fowler	29-Mar-98	6-Aug-85
5. I.McLuskey	29-Mar-98	8-Mar-87
6. M.Stenoff	29-Mar-98	7-Aug-94
7. G.Gunnis	29-Mar-98	7-Aug-94
8. M.Ross	29-Mar-98	4-June-89
9. R.Holt	29-Mar-98	8-Oct-83 (on LTD)
10.P.Bassano	29-Mar-98	2-Jul-94
11.D.Windom	29-Mar-98	15-Aug-89

Regular Full-Time Paperhandlers-Traditional Roles

1. R.Peters	22-Sept-66
2. E.Kysely	1-Nov-71
3. A.Pottie	17-Sept-72
4. K.Huggins	13-Dec-87
5. S.Bates	21-Aug-88
6. V.DerBedrosian	22-Jun-97

Regular Part-Time Paperhandlers-Traditional Roles

1. J.Ficocelli	21-Apr-97
2. P.Murray	1-Apr-01

****SCHEDULE "C"****

PRIORITY LISTS FOR STAFF REDUCTION PURPOSES

Full-Time Staff from Schedules "A" and "B"

No	Name	Start Date
		<i>Chapel Priority</i>
1.	J. Brett	16-Dec-68
2.	D. Welbanks	2-Apr-63
3.	J.Becker	11-May-70
4.	A.Dance	3-Sept-70
5.	F.McCloskey	14-Aug-65
6.	G.Klingbell	17-Aug-64
7.	H.Armstrong	11-Nov-65
8.	K.Collins	13-May-66
9.	J.McIvor	15-Sept-73
10.	D.Kruzliak	5-Feb-72
11.	D.Gibson	24-Sept-73
12.	S.Martin	5-Jul-74
13.	J.Potter Jr.	2-Jul-74
14.	M.Vasconcelos	15-Oct-74
15.	W.Butterfield	15-Oct-74
16.	T.Fava	16-Oct-74
17.	J.Seeman	1-Nov-71
18.	K.Miller	11-Mar-74
19.	M.Colavecchia	21-Nov-75
20.	G.Wilson	25-Nov-75
21.	R.McKinnon	1-Jun-76
22.	G.Baverstock	1-Jun-76
23.	A.Lapointe	1-Jun-76
24.	A.Caines	30-Oct-63
25.	J.Robotham	22-Feb-62
26.	F.Ferkul	1-Apr-67
27.	A.Lombardi	1-Apr-77
28.	N.Stenoff	19-Jun-67
29.	L.Conway	1-Nov-71
30.	S.Gural	14-Oct-64

31. G.Limage	3-Mar-73	79. C.Middleton	25-Sept-88
32. W.Merrigan	16-Feb-72	80. P.Beacham	18-Sept-88
33. C.Dale	22-Aug-83	81. J.Soulliere	4-Sept-88
34. R.Fuller	22-Sept-79	82. D.Harold	12-Oct-92
35. K.McKeown	15-Mar-83	83. M.McCargar	27-Nov-88
36. J.Pembleton (on LTD)	8-Jan-84	84. P.Hohenstein	7-Oct-84
37. G.Waterkamp	8-Jan-84	85. M.Cormier	10-Dec-84
38. J.Donlevy	4-Oct-83	86. G.Takacs	13-Mar-89
39. W.Taylor	13-Dec-83	87. P.Skotnyk	26-Jan-86
40. D.Miglia	3-Feb-84	88. A.Shrubbs	24-May-89
41. P.Kirby	7-Nov-79	89. G.Lapointe	30-Apr-89
42. P.Robotham	24-Nov-71	90. R.Hutsulak	30-Apr-89
43. T.O'Leary	30-Sept-70	91. D.Simpson	30-Apr-89
44. J.Borges	15-Sept-72	92. L.Barton	30-Apr-89
45. W.McKay	1-Oct-73	93. S.Sapienza	30-Apr-89
46. J.Castrucci	17-Apr-79	94. D.Hall	30-Apr-89
47. S.Robotham	5-Nov-79	95. J.Halischuk	30-Apr-89
48. J.Gillespie (on LTD)	31-May-80	96. W.Davis	30-Apr-89
49. D.Johnston	11-Dec-84	97. M.Evans	30-Apr-89
50. A.Desroche	14-Feb-82	98. R.Sloane	6-May-90
51. M.Rogerson	13-Oct-80	99. F.Sills	6-May-90
52. R.Page	13-Oct-80	100. E.Earls	2-Jan-92
53. M.Karkling	10-Aug-85	101. J.Diamond	8-Mar-92
54. D.Smith	10-Aug-85	102. R.MacInnes	15-May-92
55. D.Wright	10-Aug-85	103. K.Jones	1-Aug-92
56. F.Tantalo	7-July-86	104. S.Forrest	16-Oct-92
57. T.Taggart	7-July-86	105. C.Halliday	16-Oct-92
58. D.Venditti	27-July-86	106. C.Tozzi	12-Dec-92
59. P.Singh	27-July-86	107. K.Burden	26-Dec-92
60. D.Wilson	8-Sept-86	108. T.Vere	3-Jan-93
61. R.Haynes	8-Sept-86	109. B.Dennison	5-Mar-93
62. P.Hampton	8-Sept-86	110. D.Shaw	23-Apr-93
63. A.Couture	8-Sept-86	111. M.Dale	12-Aug-93
64. J.Broadbridge	30-Nov-86	112. G.Jones	11-Dec-93
65. J.Mastrella	8-Mar-87	113. A.Skotnyk	18-Dec-93
66. S.Ansell	8-Mar-87	114. D.Murphy	6-Jan-94
67. J.Stephens	8-Mar-87	115. B.Groundsell	1-Jan-95
68. G.Hastings	8-Mar-87	116. V.Kataja	2-Jan-95
69. D.Troyer	17-Aug-81	117. O.Small	5-Jan-95
70. P.White	8-Nov-87	118. D.Smith	17-Sept-95
71. J.Beaudry	8-Nov-87	119. T.Felton	17-Sept-95
72. K.Logan	20-Dec-80	120. J.Bowes	27-May-96
73. B.Weber	8-Apr-78	121. R.Croft	30-May-96
74. P.McGillen	5-Oct-81	122. G.Robins	20-Jun-96
75. G.Bruce	10-Dec-84	123. F.Sawler	1-Jul-96
76. D.Konecny	3-July-79	124. C.Ciantar	1-Dec-96
77. S.Ali	6-Sept-88	125. D.Muise	28-Apr-97
78. L.Owen	21-Aug-88	126. J.Masters	28-Mar-98

127. R.Powell	23-Jul-83	24. J.Hopper	29-May-00
128. I.Wallace	30-Aug-83	25. Mike Evans	29-May-00
129. D.Moore	8-Sept-86	26. L.Cundell	12-Jun-00
130. G.Fowler	6-Aug-85	27. J.Dawson	12-Jun-00
131. I.McLuskey	8-Mar-87	28. M.Laviolette	12-Jun-00
132. M.Stenoff	7-Aug-94	29. K.O'Ha ra	12-Jun-00
133. G.Gunnis	7-Aug-94	30. C.Dalton	24-Jul-00
134. M.Ross	4-Jun-89	31. M.Whittle	27-Nov-00
135. R.Holt	8-Oct-83	32. C.Taylor	27-Nov-00
136. P.Bassano	2-Jul-94	33. W.Horton	27-Nov-00
137. D.Windum	15-Aug-89	34. N.Sequeira	2-Jul-01
138. R.Peters	22-Sept-66	35. G.Belisle	2-Jul-01
139. E.Kysely	1-Nov-71	36. S.Webster	2-Jul-01
140. A.Pottie	17-Sept-72	37. J.Ficocelli	21-Apr-97
141. K.Huggins	13-Dec-87	38. P.Murray	1-Apr-01
142. S.Bates	21-Aug-88		
143. V.DerBedrosian	22-Jun-97		

**Part-Time Staff from Schedules
'A" and "B"**

No	Name	Start Date
	Chapel Priority	
1.	G.Robertson	11-Aug-97
2.	C.Capetano	11-Aug-97
3.	R.Crawford	11-Aug-97
4.	S.Comeau	28-Sept-97
5.	D.Villeneuve	12-Oct-97
6.	D.Baker	30-Nov-97
7.	D.McDonald	30-Nov-97
8.	S.Pillwein	29-Mar-98
9.	C.Pilon	29-Mar-98
10.	M.Scott	29-Mar-98
11.	W.Smith	29-Mar-98
12.	S.Naidopolous	29-Mar-98
13.	G.Perkin	10-Jan-00
14.	R.Dubord	10-Jan-00
15.	R.Dubois	10-Jan-00
16.	K.Rudat	21-Apr-00
17.	S.Lackenbauer	21-Apr-00
18.	C.Cooper	21-Apr-00
19.	M.Cunliffe	15-May-00
20.	G.Marcelli	15-May-00
21.	A.Stark	15-May-00
22.	K.Zwaniga	15-May-00
23.	A.Lint	29-May-00

****Appendix "A"***

**Agreement in Principle
Re: Job Restructuring**

1. Preamble

From the Company's perspective, the restructuring of jobs in the pressroom is aimed at achieving the following objectives:

1. Jobs are to reflect the different levels of skills and complexity involved.
2. Functions are to be streamlined so as to redeploy resources more effectively and efficiently.
3. The work environment is to be one in which individuals can progress and be rewarded as they add skills and experience.

The parties agree that this is a future state that will require a staged implementation, which is mindful of the impact of the proposed changes on current staff. To that end, the restructuring will not adversely affect current staff as outlined in this Agreement in Principle.

The parties agree that this is a future state that will require a staged implementation, which is mindful of the impact of the proposed changes on current staff. To that end, the restructuring will not adversely affect current staff as outlined in this Agreement in Principle.

The parties also agree and are committed to jointly designed and implementing comprehensive training programs, which will support this restructuring and be aimed at satisfying current staff development needs.

2. Four new job classifications will replace the current Pressman and Paperhandler classifications:

- Percentage Press Person
- Press Person
- Apprentice
- Press Cleaner

The respective roles and responsibilities will include but will not be limited to the following:

Percentage Press Person

Primary functions to include the functions of the current 10% and 5% positions such as folder set up, all press controls, including colour settings, registration, etc. Functions will also include all of the functions to be performed by the Press Persons such as plating, leading sheets and general clean up and can include all or any of the functions of the other classifications.

Press Person

Primary functions to include the functions of current downstairs pressmen and all duties of current Paperhandlers. i.e. reel tending, plating, leading sheets, stripping, AGV tender, roll delivery/removal, waste disposal, general cleanup and maintenance and covering for the Percentage Press Persons.

Apprentice

A new apprenticeship program will be started in consultation with the Union and will be designed to expose and train Apprentices in all facets of the Pressroom operation. Apprentices will be hired in accordance with Section 7 of this Agreement.

Press Cleaner

Functions to include all press cleaning assigned and directed by the Office. However, when press movement is required or the cleaning is in the interior of the press and such cleaning is likely to have impact on press functionality, such cleaning shall be done under the guidance of Percentage Press Persons, Press Persons or Foremen.

3. Rate of Pay for the New Classifications

Percentage Press Person

Current scales as identified in Clause (401) of the Collective Agreement with no change to the job premiums identified in Clauses (403) and (404).

Press Person

Adopt the current scale as identified in Clause (402) of the Collective Agreement. The premiums identified in Clauses (406) and (407) shall be deleted. However, as a transitional measure the current premium paid for the receiving function shall continue so long as current paperhandling staff identified on Schedule "B" are employed.

Apprentice

See Section 7 of this Agreement in Principle.

Press Cleaner

The rate of pay shall be \$12.50 per hour, irrespective of shift worked. Press Cleaners will be temporary full or part-time Employees with no rights to benefits under the Collective Agreement. They will be entitled to a minimum weekly hours guarantee of 14 hours and shifts of a minimum of 3 hours. *However, initially we anticipate that their shifts would approximate 7 or 8 hours.* Overtime shall apply only after 40 hours worked in the week and 8 hours worked per shift.

4. Priority/Seniority Issues re: New Classifications

- a). A separate priority list shall be established and maintained for each classification. Should there be full and part-time staff in the classification, they shall be placed on separate priority lists within that classification.

- b). Priority shall be defined as the relative ranking of Employees who are employed in the same job classification and the priority date shall be determined on the basis of the Employee's length of service in a classification.
- c). Seniority dates shall be kept and maintained on a departmental list. Seniority is the Employee's total length of continuous service with the Employer and shall be the basis upon which an Employee's entitlement to service related benefits such as vacation accrual is determined.
- d). Priority shall be the criteria applied in regard to all differentiations between Employees in the application of the terms of the Collective Agreement such as claiming, layoffs and vacation scheduling.
- e). Shift claiming shall occur by classification only and by order of priority in that classification. For example, in the case of an opening on that day shift for a Press Person, only other Press Persons on other shifts can claim that position and do so in order of priority.
- f). In the event of staff reductions, the Employer will specify the number of Employees to be dismissed in each classification and whether those reductions are from the full or part-time list.

The reductions shall take place in reverse order of priority by classification affected and by priority list within that classification.

For the purpose of claiming positions following layoffs, individuals in higher rated classifications with more than or the same seniority as individuals in higher rated classifications with more than or the same seniority as individuals in lower rated classifications can claim those positions at the rate of pay of the lower classification. The Employee claiming the position shall maintain his/her established priority date or shall reestablish his/her priority date in the lower rated classification.

For greater certainty, full-time can bump to full-time or part-time in the same or lower classification but part-time can only bump part-time.

Apprentices are exempted from these provisions.

5. Percentage Press Persons, Press Persons and Apprentices may form part of the Manning Requirements Schedule under Article 2.

6. Maintenance functions may be performed by Percentage Press Persons and/or Press Person and Press Cleaners to the extent provided for in Section 2 of this Agreement in Principle.

7. Apprentices

Clauses (701) through (711) of the Collective Agreement are to be deleted in their entirety and replaced as follows:

(701) Apprentices may be hired at the discretion of the Employer. When an apprentice is to be hired, Clause (103) (b) shall apply.

(702) The Employer, in consultation with the Union *through an Apprenticeship Committee* will establish the criteria for the Apprenticeship Program, including training and education.

(703) Apprentices may, at the discretion of the Foremen *in consultation with the Apprentices Committee*, be used to fulfill the Manpower Requirement Schedule set out under Clause (201-A) as Press Persons after 6 months of apprenticeship and Percentage Press Persons (*5% positions only*) after two years of apprenticeship and may be included to satisfy any requirement with respect to minimum number of situations to be employed.

(704) Apprentices shall be paid at the following percentages of the Percentage Press Person basic rate:

Start	45%
After 3 months	50%
After 1 st year	55%
After 2 nd year	60%
After 3 rd year	75%

Apprentices who have not satisfactorily completed the part of the program specified for the time period in question may be held from moving on in the pay progression until they have done so. For example, an Apprentice who has not satisfactorily completed all of the program modules specified for year two may be held at 55% until completion even though two years have passed since entry into the program.

(705) Apprentices who have completed the program will automatically be classified as Press Persons. Their priority date in that classification shall be established at that time. Their seniority with the Employer will start to accrue when they start their apprenticeship.

(706) At any time during the Apprenticeship Program, The Star will have the right to terminate an Apprentice's employment if the Apprentice is not meeting the requirements of the Program. This is subject to the applicable notice and severance provisions of the Employment Standards Act, *and shall* be subject to the grievance and arbitration procedures provided for under this Collective Agreement but *only with respect to whether the requirements of the program have been met. For greater certainty, the normal just cause dismissal standards shall not apply.*

8. Press Cleaners

In addition to the provisions specified in Section 2 of this Agreement in Principle, we would intend to advertise for these positions and select in the manner identified in Clause (103) of our proposals. Our current best estimate of the starting number required is 18.

9. **Training**

The Union will participate in setting up all programs. Our intention is to establish programs, which would be tailored to meet the needs of the Employees in the restructuring. For example:

1. Press Persons training for Paperhandlers
i.e. pasters, kites, leading sheets, etc.
2. Percentage Press Person training for all current staff including incumbents and Press Persons (Paperhandlers) interested.
3. Apprenticeship Program.
4. Orientation and health and safety training for the Press Cleaners.

Training will be conducted by the Pressroom Training Manager, Foremen, Volunteer Trainers from the floor and outside resources where necessary.

TRANSITIONAL PROVISIONS

The foregoing outlines the proposed Agreements in Principle with respect to a future state. It is the intention of the parties to minimize the impact of these changes on current staff and to that end agree to

the following transitional measures to assist in that objective. These transitional measures will continue ~~so~~ long as any current staff (as defined herein) are retained in employment in the Pressroom.

The following are the transitional measures:

10. **No reclassification of Current Journeymen Pressmen**

Journeymen Pressmen currently employed fall into one of the following categories: regular situation holder (regular full-time), priority substitute (regular part-time) and pool substitute (temporary part-time).

Prior to giving effect to the restructuring, five pool substitutes (names to be agreed upon) shall be given priority substitute status and then given the benefits accorded by this Agreement in Principle to priority substitutes.

These five individuals will have priority dates, which fall after the priority dates established for the full-time Journeymen Paperhandlers who have been reclassified as Press Persons.

All regular full-time and priority substitute Journeymen Pressmen will perform all functions described in Section 2 of this Agreement in Principle, including current paperhandling functions.

11. **Reclassification of Paperhandling Staff**

All current regular full-time and part-time Journeymen Paperhandlers listed in Schedule "B" will be reclassified as Press Persons immediately following ratification of the Collective Agreement.

Their priority dates will be established as at the date of reclassification but will be in order of ranking based on their current priority dates. In the case of full-time Paperhandlers, they shall come ahead of the five pool substitutes noted in Section 10 of this Agreement in Principle for all priority purposes.

As set out in Section 4, full-time and part-time staff shall be assigned to two different lists. As well, Paperhandlers performing traditional roles shall be identified on a separate priority list on Schedule "B".

It is the Company's intention for the foreseeable future to maintain current operations such as receiving, stripping, tether and ink/solvent recovery. We anticipate at this time, that this will require thirteen staffed positions over three shifts. The Company will continue to staff these positions from the individuals listed on Schedule "B" and based on the shifts to which they are currently assigned. The balance of the current paperhandling staff will also maintain their current shifts.

The remaining paperhandling functions at the reelroom and press deck level are being absorbed by the press crews. However, initially the assignment of additional staff is anticipated.

Notwithstanding, Section 5 of this Agreement and the immediate reclassification of the Paperhandlers to Press Person, reclassified Paperhandlers shall not be used to satisfy the Manning Requirements Schedule until they have had a minimum of three months training in the following areas:

- 1). *basic offset theory and components of the press including reelstand operation;*
- 2). *paster and kite makeup;*
- 3). *plating process; and*
- 4). *webbing up process including web paths and section leads through to the folder.*

A Joint Union/Management Committee will determine the specifics of this training program including learning methods to be used such as classroom practice sessions, shadowing running operations, hands on press experience outside of live production and integration into press crews on running production.

It is understood that when working with press crews on running production, the trainees shall be treated as an integral part of the crew even through they will be over and above the manning requirement for the three-month period. The members of the press crew shall have the responsibility to ensure that they trainees gain practical experience and exposure to all the necessary elements of the Press Person classification.

12. **Job Protection**

None of those named on Schedules "A" and "B" shall lose their employment as a result of this restructuring. This provision shall survive the expiry of the next and successor Collective Agreements. For greater certainty, no names can be deleted from Schedules "A" or "B" except through attrition.

Management continues to reserve the right to reduce staff pursuant to the provisions of the Collective Agreement. e.g. economic downturn, technological change, operational requirements.

13. **No Financial Impact**

All those listed on Schedules "A" and "B" will maintain their current base rates and will be eligible for all future contractual increase.

14. **Buyouts**

Number to be determined.

15. **Technological Change Provisions**

To be discussed.

16. **Priority Related Issues**

a). Layoffs:

For the purpose of layoff, all staff from Schedules "A" and "B" irrespective of classification shall be merged on either a full-time or part-time priority list. Those priority lists are attached as Schedule "C".

In the event of staff reduction, the Employer will follow the procedure in Section 4 (f) prior to making any reduction in staff from Schedule "C". In any event, Paperhandlers not working in traditional roles as identified on Schedule "B" will be subject to reduction ahead of all Journeymen Pressmen listed on Schedule "A" except the five pool substitutes named in Section 10.

Paperhandlers not working in traditional roles would be subject to staff reduction in inverse order of priority shown on Schedule "B". Those thirteen performing traditional roles would only be subject to staff reduction in the even the Employer chooses to reduce staff in those areas of the operation.

For greater certainty, the thirteen in traditional roles cannot bump anyone else nor can they be bumped.

b). **Shift Claiming**

Shift claiming procedure shall continue to be in order of priority with Employees on Schedule 'A' claiming positions vacated by Employees on the same schedule and

Employees on Schedule "B" claiming positions vacated by Employees on the same schedule.

c). **Promotion**

Vacancies in the Percentage Press Person or Press Person classifications shall be filled in accordance with the provisions of our proposed Clause (806).

For Percentage Press Persons currently known as 'Upstairs' Pressman positions, applicants may come from a number of groups including non-reclassified Regular Journeymen Pressmen and Priority Substitutes and Press Persons.

Notwithstanding Clause (806), full-time Press Person positions shall be awarded to the most senior non-reclassified priority substitute Journeyman Pressman who applies provided that the following minimum qualification criteria are met:

- 1). proficiency in paster and kite makeup;
- 2). thorough knowledge and proficiency in the plating process including plate positioning and installation;
- 3). Thorough knowledge and proficiency in the webbing process including web paths and section leads thought to the folder;
- 4). Thorough knowledge of reelstand and transfer table functions including their interaction with the AGV system;
- 5). Performance of the traditional paperhandling functions at the press deck and reelroom level;
- 6). Demonstrated ability to work well with others;
- 7). Satisfactory attendance record.

Non-reclassified Priority Substitutes who move to full-time positions shall maintain their priority dates.

Apprentices who have come out of their time and have been classified as Press Persons shall be eligible to apply for Percentage Press Person positions as they become available, and in that case shall be subject to the same qualification criteria as all other applicants.

d). **Vacation Claiming**

Priority shall continue to be the determining factor for vacation selection, however, the thirteen Employees working in traditional paperhandling roles and listed on Schedule "B" shall be considered a separate vacation group with no more than two being off at any one time.

17. **Transitional Shift Guarantee for Priority Substitutes listed on Schedule "A"**

For the term of the next Collective Agreement, the Employer is prepared to increase the shift guarantee for Journeymen Pressmen Priority Substitutes listed on Schedule 'A' from three shifts per week to an average of four shifts per week over a six month period, January 1-June 30 and July 1 to December 31, starting July 1, 1998.

For the purpose of this transitional guarantee, vacation days, sick days, book-offs, no shows, shifts offered but refused, statutory holiday and birthday shifts, bereavement leave, jury duty, WCB and leaves for Union business shall all count toward satisfying the shift guarantee. As outlined in our proposal on All Staff Scheduling, the Employer shall schedule all shifts and maintain all of the relevant records.

In the event of economic downturn, operational requirements or technological change, the Employer shall have the option of reducing the shift guarantee to three shifts per week instead of or in addition to declaring a staff reduction.

18. **Contract Language**

Upon agreement to implement the terms of this proposed Agreement in Principle, comprehensive contract language shall be developed for review and approval by the parties.

**MEMORANDUM OF AGREEMENT
OUTSIDE THE COLLECTIVE
AGREEMENT**

B E T W E E N

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

and

**GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION,
LOCAL 100 (Press Room)
(the "Union")**

**A LIVING AGREEMENT RE: Job
Restructuring, Apprentices Move to
Pressroom Priority and Seniority List,
Schedules A, B, and C and Appendix A:
Principle in Agreement**

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

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

It is agreed that both parties shall identify their representatives that will participate in this living agreement no later than June 30,

2007. Such representatives shall be empowered and authorized by both the Company and the Union to recommend formal changes to the respective collective agreement; formal approval of any contract language must receive final approval of both the Director of Labour Relations and the Local Representative of the Union.

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

The parties agree that they will engage in such discussions with the intent of reaching a mutual agreement on the issues and making the required amendments or modifications of the collective agreement. However, during the term of this collective agreement, no amendments or modifications shall be made to the collective agreement without the agreement of both parties. If no mutual agreement can be reached through such discussions, the collective agreement shall not be changed. Furthermore, if no such mutual agreement can be reached by March 31, 2008, this process shall be concluded unless by mutual agreement of the parties to extend the process for a reasonable period for the purpose of obtaining agreement.

Dated: January 22, 2006



Toronto Star

GCC/IBT, Local 100M

January 22, 2006

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

Dear Mr. Donnelly:

**Re: Introduction of Voluntary
Separation Program**

In the bargaining discussion held in the fall of 2005, pursuant to the letter regarding a living agreement on building and sustaining the future for the Vaughan Press Centre (the "Negotiations"), the Company agreed to introduce a voluntary separation program ("VSP") for all Employees in the pressroom bargaining unit employed by the Company at the date of ratification of the Memorandum of Agreement regarding the Negotiations (the "Memorandum").

The VSP shall be offered in two stages. The first shall be introduced following the ratification of the Memorandum. If the Memorandum of Agreement is ratified on or before January 10, 2006, the anticipated implementation schedule is:

- | | |
|------------------------|--|
| February 1, 2006 | Offering to staff |
| March 17, 2006 | Application Deadline
(6 weeks) |
| March 31, 2006 | Company Decision
Making Period |
| April 7, 2006 | Approval Announced |
| up to
June 30, 2006 | Release Date
(all employees to be
released by this date) |

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

The Company will discuss with the Union no later than June 1, 2007 the timing of the

Stage 2 VSP. The Company's intention is to have the Release Date for the Stage 2 VSP coincide with the second reduction of the manning reelstand in January, 2008.

The features of the VSP are set out in the attached document. The features of the Stage 2 VSP will not be less than these features.

Yours sincerely,



Alan K. Bower

**LETTER OUTSIDE OF THE COLLECTIVE
AGREEMENT**

January 22, 2006

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

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

Dear Mr. Donnelly and Mr. Logan:

**Re: Implementation Committee for
Reelstand Manning Reductions**

Further to the living agreement negotiations in the fall of 2005, the Parties agreed to amendments to the existing manning requirements. These amendments will take effect in two phases: in 2006 after the date of ratification and January 1, 2008.

The Company and Union recognize that these changes represent a significant change to the Pressroom. The parties have further recognized the need for further discussions on how these changes will be implemented. In order to facilitate these discussions, the Parties have agreed to an Implementation Committee. This Committee will consist of two sub committees:

- 1) Operational Sub-committee with 3 representatives from both the Union and Company. The Company Representatives shall be the Pressroom Superintendent and two other members of management. The role of the Operational Sub-committee will be to develop the implementation plan to ensure the smooth transition to the reduced reelstand manning requirements while continuing to produce the highest quality on-time product.
- 2) Steering Committee with representatives from the Union and Company. The company representatives shall be the Pressroom Superintendent, Vice President of Production, a representative from Labour Relations and the Production HR Business Partner. The Union shall have the President of the Union, Vice President -Pressroom and no more than 2 other participants. The role of the Steering Committee is to provide oversight to the Operational Sub-Committee.

Phase One Implementation

The Implementation Committee (comprised of both the Operational Sub-committee and Steering Committee) shall have their first meeting within 2 weeks following the date of ratification, to clearly define the high-level timelines and expectations.

Shortly thereafter, the Operational Sub-committee will meet to discuss the timing of the implementation of Phase 1 of the manning reduction; operational guidelines in determining the scheduling of manning, which shall be based on operational needs, operational guidelines on the use of flexibility in deploying manpower within a shift and communications to employees on the implementation and operational guidelines. The Operational Sub-committee shall provide a recommendation to the Steering Sub-committee within 30 days of the date of ratification on an implementation plan. The implementation plan should be contemporaneous with the timing of the VSP, however the Employer reserves the right to extend the aforementioned time to ensure the implementation is successful.

The Steering Sub-committee shall then meet to discuss the implementation plan and may amend this plan.

The phase one-reelstand reduction shall be implemented within 60 days of the date of ratification.

For clarity, if the Implementation Committee is unable to come to agreement on the implementation plan, the Company is in no way restricted from proceeding with the implementation of the reelstand reduction.

Phase Two Implementation

For Phase two of the implementation, the Operational Sub-committee will meet no later than May 1, 2007 unless otherwise mutually agreed. This does not preclude the Operational Sub-committee and/or the Steering Committee from meeting and dealing with issues, relating to the implementation, in the interim period between Phase One and Phase Two.

The Sub-committee shall discuss the timing of the implementation of Phase 2 of the manning reduction; operational guidelines in determining the scheduling of manning, which shall be based on operational needs; operational guidelines on the use of flexibility in deploying manpower within a shift; and communications to employees on the implementation and operational guideline.

The Sub-committee shall make a recommendation to the Steering Sub-committee no later than September 1, 2007 on the implementation plan recommendation for phase two (effective January 1, 2008). The Steering Sub-committee shall then meet to discuss the implementation plan and may amend this plan. The implementation plan should be contemporaneous with the timing of the VSP, however the Employer reserves the right to extend the aforementioned time to ensure the implementation is successful.

For clarity, if the Implementation Committee is unable to come to agreement on the implementation plan, the Company is in no way restricted from proceeding with the implementation of the reelstand reduction.

Sincerely,



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

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

January 22, 2006

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

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

Dear Mr. Donnelly and Mr. Logan:

Re: Reelstand Reductions in 2008

In the bargaining discussion held in the fall of 2005, pursuant to the Letter regarding a living agreement on building and sustaining the future for the Vaughan Press Centre (the "Living Agreement Negotiations"), the parties came to an agreement on certain amendments to manpower requirements set out in Article Five of the pressroom collective agreement. In particular, it was agreed that there would be reductions to the manpower requirement schedule set out in article 501 and that certain of these manpower requirements would be reduced (a reduction of 2 persons on each reelstands 1 and 2 and a reduction of 1 person on each reelstand 3 to 12, all of which would be effective on or after the date of ratification and a further reduction of 1 person on reelstands on reelstands 3 through 12) effective on January 1, 2008.

Subject to the paragraph below, the implementation of the manning reduction will not result in a lay off of existing staff (staff as of date of ratification).

Notwithstanding this comment, the Company and Union fully understand that the combination of manning reductions, the creation of full time positions, and, guaranteeing a higher number of shifts for a selected number of part-time staff may adversely impact manpower levels should the interest in the VSP be modest. Therefore, it is understood that nothing in this letter otherwise impacts the ability of the employer to effect a layoff under the collective agreement.

Sincerely,



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

**LETTER OUTSIDE OF THE COLLECTIVE
AGREEMENT**

January 22, 2006

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

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

Dear Mr. Donnelly and Mr. Logan:

**Re: Impact of Reelstand Manning
Reductions on Discretionary
Replacement**

In the living agreement negotiations conducted in the fall of 2005, the Company and the Union agreed to certain amendments to the manpower requirements set out in Article Five of the Pressroom Collective Agreement. These amendments will take effect in two phases: in 2006, on or after the date of ratification (Stage 1) and at or around January 1, 2008 (Stage 2).

During the course of these negotiations, the Union has expressed concerns regarding the utilization of discretionary replacement as it applies to such reduced manpower requirements and the implementation of such.

In consideration of the Union's concerns, the Company agreed to certain amendments to the Collective Agreement and to the Company's rights with respect to discretionary non-replacement. In particular, the Company agreed that where an employee, who was scheduled on a running press, gives notice at least 4 hours before the commencement of the employee's shift, that the employee will be absent, the Company will replace for that employee. The Company retained its discretion to non-replace where such an employee gives less than 4 hours notice. Further, the Company agreed that this amendment did not apply to bereavement leaves.

In addition, and in consideration of the Union's concerns, the Company also agreed to engage in cooperative discussions, post-ratification, with a view to establishing guidelines to address those circumstances where such an employee does not provide at least 4 hours notice of such absence. These discussions will be concluded by February 28, 2006. The parties will use their best

efforts to develop mutually agreeable operating guidelines regarding this issue.

If such guidelines are not established by February 28, 2006, the Company reserves its rights to establish and post operating guidelines. Nothing in this letter however, restricts the Company's rights, as amended in the living agreement negotiations, regarding discretionary replacement.

Yours sincerely,



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

In the bargaining discussions held in the fall of 2005, pursuant to the Letter regarding a living agreement on building and sustaining the future for the Vaughan Press Centre (the "Living Agreement Negotiations"), the parties came to an agreement on changes for the existing part-time staff (i.e. the subs). This letter sets out the terms of that agreement.

LETTER OUTSIDE COLLECTIVE AGREEMENT

January 22, 2006

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

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

Dear Mr. Donnelly and Mr. Logan:

Re: Existing Part-time Staff

Approved Applicants	VSP	P/T to F/T
15		5
20		7
25		10
30		15
35		20
40		25
45		30
50		35

Subject to agreement of the Parties on the manning issues, the VSP shall be offered in two stages: the first stage following the date of ratification and the second stage as of January 1, 2008. If there are less than 15

applicants in the first stage of the VSP, the total number of approved applicants in Stage 1 shall be added to the total number of approved applicants in the Stage 2 VSP for the purposes of determining the number of part-time employees that shall convert to full-time. However, the reverse shall not apply. Therefore, if there are 15 or more applicants approved in Stage 1 of the VSP and less than 15 approved applicants in Stage 2 of the VSP, the two numbers shall not be combined for the purposes of determining the total number of part-time staff that will be converted to full-time.

In addition to the obligations described above, and in response to the Union's concern for greater work stability for the part-time employees, the Company further agrees that the top 10 part-time employees on the priority list will be guaranteed four shifts a week. In the event that the VSP subscription in 2006 is modest and there is a requirement to adjust staffing levels, the Company and Union agree that this 4-shift guarantee would automatically revert to a guarantee for the top 5 part-time employees only. Concurrent with the VSP in 2008, the 4-shift guarantee would automatically revert back to apply to the top 10 part-time employees. In addition, at that time, the Union could engage the Company in discussions to negotiate the increase of the 4-shift guarantee for the top 10 part-time employees to a higher number of employees. This discussion could also include full-time positions. The Company agrees to have a discussion with the Union on the potential for increasing the number of part-time employees to which the 4-shift guarantee would apply, but is not committing to an increase.

This agreement will replace the current practice of the top 5 part-time employees on the priority list's guarantee of four shifts a week. This shift guarantee shall continue so long as operational needs are such that it can be maintained. Should operational

needs be such that the Company needs to reduce any of these 10 part-time employees back to the shift guarantee under the collective agreement (i.e. 3 shifts per week), employees shall be impacted in reverse priority and the impacted employee(s) and Union shall be advised with a minimum of 30 days notice in advance of any such change.

In addition, the Company agrees to meet with the Union annually for the term of the collective agreement (December 31, 2011), commencing in 2007, to discuss with the Union this shift guarantee. This annual meeting shall review the ability of the Company to maintain the existing number of part-time staff at the four shifts a week guarantee, and may result in a decrease back to the entitlement under the collective agreement. The Company will also review the potential to increase the number of part-time employees provide a four shift a week guarantee.

This agreement shall apply only to part-time employees and apprentices on staff as of the date of ratification. For clarity, this agreement shall not apply to part-time staff or apprentices hired after the date of ratification of the Living Agreement Memorandum, nor shall the future discussions include any increases to shift guarantees for part-time employees or apprentices hired since the date of ratification. Furthermore, the Company wishes to clarify that there is no further obligation to part-time staff beyond the terms of this letter. The agreement in the 2001 Job Restructuring letter to provide 4 shifts to part-time employees over a six month period no longer applies and the Company is therefore not contractually required to meet the requirements set out in that letter.

Should existing part-time employees move from an existing 3 shift guarantee to a 4 shift guarantee, as described above, then

convert in the future to full time status the company commits to move those eligible existing part-time staff (i.e. the existing 36 part-time staff, as of the date of successful ratification) in priority order into the vacated position/s on the 4 shift guarantee list. For added clarity, this shall not preclude the Company from decreasing the shift guarantee to a minimum of 3 shifts as in the current collective agreement if operational requirements no longer support it.

Sincerely,



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

Lastly, part-time employees hired after the date of the successful ratification shall have a weekly minimum two-shift guarantee. The collective agreement shall be modified to accommodate all of these changes. The Company's intent is to provide 3 shifts a week to part-time employees hired after the date of ratification, where operational needs support this increased number of shifts per week.

Part-time staff eligible for the 4 shift guarantee:

1. Dean Eccles
2. Richard Dubord
3. Klaus Rudate
4. Steven Lackenbauer
5. Craig Cooper
6. Paul Driver
7. Randy Stolec
8. Joseph Plastina
9. David McKee
10. Murray Cunliffe

In addition, the Parties have two Living Agreements on other letters in the current collective agreement (Handling of Staff Reduction Resulting from Technological Change (page 51) and the letters and schedules relating to the Job Restructuring letter and agreement (page 78). The parties have agreed that these living agreement discussions shall be deferred until 2007 and 2008. However, it is agreed that should there be any discrepancies between any of the letters currently printed*in the collective agreement and the outcomes or terms of the Living Agreement Negotiations (completed in December 2005), the outcomes and terms of the Living Agreement Negotiations shall prevail.

Part Time - Press Persons

Chapel

Priority	Name	Priority Date
1	D. Eccles	22-Aug-99
2	R. Dubord	10-Jan-00
3	K. Rudat	21-Apr-00
4	S. Lackenbauer	21-Apr-00
5	C. Cooper	21-Apr-00
6	P. Driver	01-May-00
7	R. Stolec	01-May-00
8	J. Plastina	01-May-00
9	D. McKee	01-May-00
10	M. Cunliffe	15-May-00
11	A. Stark	15-May-00
12	K. Zwaniga	15-May-00
13	A. Lint	29-May-00

This proposed letter is contingent on reaching agreement on the manning reductions as proposed by the Company.

14	J. Hopper	29-May-00
15	Mike Evans	29-May-00
16	L. Cundell	12-Jun-00
17	J. Dawson	12-Jun-00
18	M. Laviolette	12-Jun-00
19	K. O'Hara	12-Jun-00
20	C. Dalton	24-Jul-00
21	M. Whittle	27-Nov-00
22	C. Taylor	27-Nov-00
23	W. Horton	27-Nov-00
24	N. Sequeira	02-Jul-01
25	G. Belisle	02-Jul-01
26	S. Salerno	09-Oct-01
27	T. Burrell	09-Oct-01
28	D. Arruda	09-Oct-01
29	W. Heath	09-Oct-01
30	I. Rout	06-May-02
31	P. Rudat	06-May-02
32	R. Williams	10-Jun-02
33	M. Triance	10-Jun-02
34	B. Grant	10-Jun-02
35	R. Pearson	10-Jun-02
36	R. Keller	10-Jun-02

Re: Press Cleaner Duties

This letter will confirm our discussion and agreement on the expansion of some duties for press cleaners. The Company and Union have agreed, through the Living Agreement negotiations in the fall of 2005, the Press Cleaners may perform the following duties:

- The Press Cleaners may move all bins in the Pressroom. This movement of bins, however, shall not include the movement of rolls. In addition, this right to have Press Cleaners remove and empty bins does not preclude Presspersons from being involved in this task. With respect to the Union's concern about existing "traditionals", the Company agrees that these staff will not be negatively impacted by the press cleaners ability to perform this function.
- The Press Cleaners may make up blanket clothes and clean the tops of quiet rooms and sweep the boards on the presses. In addition, the Press Cleaners may clean the ferag conveyors, but this cleaning should not take place while the press is in operational mode - i.e. running. The cleaning of the conveyors and subsequently the tops of the quiet rooms should follow this logical sequence. The Press Cleaners performing this cleaning does not preclude any Pressperson from performing this task.
- The Press Cleaners may do all cleaning of the turbos, including the removal of nuts from the back of the turbo, in order to clean the turbos. The removal and installation of the turbos shall continue to be done by Presspersons.

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

January 22, 2006

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

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

Dear Mr. Donnelly and Mr. Logan:

- The Press Cleaners may do all cleaning in the reel room including cleaning of the reel pits. However, a Press Cleaner shall not be responsible for the movement of the reel arm.

The duties listed above shall be done in addition to those duties and functions already performed by the Press Cleaners. These listed duties do not preclude the Presspersons from performing functions within the bargaining unit jurisdiction.

Sincerely,



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

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

January 22, 2006

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

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

Dear Mr. Donnelly and Mr. Logan:

Re: Administration of the "Upstairs Control Positions"

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

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

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

Sincerely,



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

PENSION PLAN

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

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

AND

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

**Dated January 1, 1998 to December 31,
2001.**

It is agreed that the contributions to the International Pension Plan shall be made in accordance with past practice in that no contributions shall be made to the International Pension Plan on behalf of Employees absent on Long Term Disability or absent without pay for any reason unless such absence is for the purpose of authorized and agreed upon meetings between the Employer and the Union.

Commencing the first full week following date of signing of this Agreement, when an Employee works the equivalent of a straight time workweek, (either 4 or 5 straight time shifts depending on whether the Employee is assigned to a four shift or five shift workweek), such Employee shall be eligible for the maximum pension contribution provided under the terms of the Collective Agreement.

GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION, LOCAL 100M

PER:

PER:

TORONTO STAR NEWSPAPERS LIMITED

PER:

PER:

January 22, 2006

Mr. Tom Donnelly
President,
Graphic Communications Conference /
International Brotherhood of Teamsters,
Local 100M
165 East Beaver Creek Road,
Unit #21,
Richmond Hill, Ontario, L4B 1E2.

Dear Brian:

RE: Toronto Star Pension Plan

This letter confirms agreements reached during collective bargaining:

(1) Base Year Adjustment

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

(2) Power to Amend The Plan

The Employer will retain the power to amend the Plan at its own discretion for the purpose of protecting the value of retired member's benefits against inflation and as may be necessary during the term of the Agreement (January 1, 2005 to December 31, 2011) to comply with legislation or to make any other amendments to the Plan which do not affect the Employee contribution rate or the benefits under the Plan.

(3) Basis for Calculations

Re: Contributions/ Pensionable Earnings

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

(4) Star Contribution Guarantees

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

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

(5) Joint Pension Benefits Advisory Committee

It is agreed that Employee Union representatives will participate in a

Joint Pension Benefits Advisory Committee (equal numbers from Management and Unions), and that such Committee shall receive all information that had been previously received by the Toronto Star Pension Plan Trustees prior to their replacement by TD-Canada Trust. It is also agreed, that where a request is made by a Union to the Director of Labour Relations, permission may be given to allow a substitute Union Officer to attend the meeting in place of an Employee Union Representative, while maintaining equal representation from Management and Unions.

(6) Plan Maintenance

The Pension Plan will be maintained during the life of the Collective Agreement between the parties dated January 1, 2005 to December 31, 2011 and will not be changed except as provided in paragraph 2 above, as it affects members of the various bargaining units without the agreement of the Union representing affected members.

Yours truly,



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

LETTER OF INTENT

March 25th, 1998

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

Dear Brian:

RE: Pension Improvements

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

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

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

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

Yours truly,

Jagoda Pike.

TORONTO STAR NEWSPAPERS LIMITED

PER:

PER:

GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION, LOCAL 100M

PER:

PER:

ATTACHMENTS

MSP

Name	Hire Date
Frank Branton	7/25/1973
Fred Smith	8/31/1979
Henry Schoonderbeek	10/1/1979
Frank Rucchetto	11/24/1981
Tom Adair	7/23/1983
James Savage	7/23/1983
Gerry Wagner	9/18/1983
Peter White	12/24/1983
Michael Traynor	1/27/1984
Peter Breidon	1/13/1985
Michael Fresco	4/21/1985
Doug Burton	10/6/1985
Greg Olley	9/14/1988
Mark Evans	4/30/1989
Steve Webster	7/2/2001
Kevin Carstairs	11/8/2004
Dave Evans	9/15/2005

APPRENTICES MOVE TO:

PRESSROOM PRIORITY AND SENIORITY LIST

Part time-Reclassified Press Persons

Priority	Name	Starting Date
139.	S.Naidopolous	29-Mar-98
4 Apprentices Jump		1-Jul-99
140.	G.Perkin	10-Jan-00
141.	R.Dubord	10-Jan-00
142.	R.Dubois	10-Jan-00
143.	K.Rudat	21-Apr-00
144.	S.Lackenbauer	21-Apr-00
145.	C.Cooper	21-Apr-00
4 Apprentices Jump		1-May-00
146.	M.Cunliffe	15-May-00
147.	G.Marcelli	15-May-00
148.	A.Stark	15-May-00
149.	K.Zwaniga	15-May-00
150.	A.Lint	29-May-00
151.	J.Hopper	29-May-00
152.	Mike Evans	29-May-00
153.	L.Cundell	12-Jun-00
154.	J.Dawson	12-Jun-00
155.	M.Laviolett	12-Jun-00
156.	K.O'Hara	12-Jun-00
157.	C.Dalton	24-Jul-00
158.	M.Whittle	27-Nov-00
159.	C.Taylor	27-Nov-00
160.	W.Horton	27-Nov-00
161.	N.Sequeira	2-Jul-01
162.	G.Belisle	2-Jul-01
163.	S.Webster	2-Jul-01
4 Apprentices Jump		1-Aug-01

Priority Name Priority Date Starting Date

1.	R.Powell	29-Mar-98	23-Jul-83
2.	I.Wallace	29-Mar-98	30-Aug-83
3.	D.Moore	29-Mar-98	8-Sept-86
4.	G.Fowler	29-Mar-98	6-Aug-85
5.	I.McLuskey	29-Mar-98	8-Mar-87
6.	M.Stenoff	29-Mar-98	7-Aug-94
7.	G.Gunnis	29-Mar-98	7-Aug-94
8.	M.Ross	29-Mar-98	4-Jun-89
9.	R.Holt (LTD)	29-Mar-98	8-Oct-83

- 10. P.Bassano 29-Mar-98 2-Jul-94
- 11. D.Windum 29-Mar-98 15-Aug-89

Regular Full-Time Paperhandlers-Traditional Roles

- 1. R.Peters 22-Sep-66
- 2. E.Kysely 1-Nov-71
- 3. A.Pottie 17-Sept-72
- 4. K.Huggins 13-Dec-87
- 5. S.Bates 21-Aug-88
- 6. V.DerBedrosian 22-Jun-97

Regular Part-Time Paperhandlers-Traditional Roles

- 1. J.Ficocelli 21-Apr-97
 - 2. P.Murray 1-Apr-01
-

Dated this 27th day of April 2002

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

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

5. Graphic Communications Inter-national Union, Local 500M;

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

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

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

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

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

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

E. Eligibility for Sharing in the Profit Sharing Pool

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

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

The figure arrived at in respect of a particular fiscal year as a result of the application of this formula shall be referred to as the "Profit Sharing Amount". Each Eligible Participant

who is full-time and on the payroll records for the last pay week of the particular fiscal year shall receive the Profit Sharing Amount subject to the proration rules listed below. Each Eligible Participant who is part-time and on the payroll records for the last pay week of the particular fiscal year shall receive a pro rated portion of the Profit Sharing Amount based on regular hours paid during the particular fiscal year.

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

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

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

F. Form of Payment

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

G. Timing of Payment

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

H. Amendment or Termination of the Plan

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

SCHEDULE "A"

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

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

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

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

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

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

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

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

Note – all numbers rounded to the nearest 000's

**HISTORICAL SECTION OF
SUPPLEMENTAL AGREEMENTS AND
LETTERS**

April 27, 2002

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

Dear Brian:

Coverage of Chapel Chairman

This will confirm The Star's agreement to assign an Employee to the press crew to which the Chapel Chairman belongs on both the Day and Night shifts. In the event that the Chapel Chairman should be called away from the press to engage in duties pertaining to his/her role as Chapel Chairman, the Employee shall remain with the crew until the Chapel Chairman returns.

This practice shall terminate one year prior to the expiry of the Collective Agreement dated January 1, 1998 to December 31, 2001 and at that time the Chapel Chairman shall perform regular duties and form part of the regular staff complement.

March 25, 1998

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

Dear Brian:

Re: New Hiring and Promotion Provisions

The Collective Agreement now provides for a hiring process in Clause (103) and a promotional process in Clause (806). For the purpose of easing the transition to those provisions for the current staff, we have reached the following understandings:

1. A Joint Union/Management Committee shall be struck forthwith following ratification for the purpose of developing the qualification criteria for the new job classifications of Percentage Press Person and Press Person. These criteria will be used in the application of Clauses (103) and (806).
2. Once developed, the Committee will be charged with developing and implementing a plan for the purpose of communicating these criteria to the staff. In addition to this communication, the Committee will review the regular part-time Employees listed on Schedule "A" attached to the Collective Agreement and identify, based on the criteria, individual performance issues and a corresponding development program which, where required, may include training. The development program will have a clearly established time frame within which the Employee will be expected to make the necessary improvements. This will then be communicated to the individual jointly by the Employer and the Union.
3. In the event that a regular part-time Employee (listed on Schedule "A" attached to the Collective Agreement) currently in a development program,

has the opportunity to apply for a full-time Press Person position, but at the time of application fails to meet minimum requirements identified in the Collective Agreement, he/she shall nonetheless be granted a trial period in that position if he/she is the most senior candidate. Should the development program not be successfully completed during the trial period, the priority substitute shall not be confirmed in the full-time position. As provided for in Clause (806), the trial period may be extended if required. Similarly, if the candidate is proven satisfactory the trial period may be shortened.

4. A representative of the Union will, at the Union's option, have the opportunity to participate in the selection process under Clauses (103) and (806).

Yours very truly,

Jagoda S. Pike

March 25, 1998

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

Dear Brian:

Re: Rehabilitation Program

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

- The agreed medical form (dated March 3, 1998) must be used by all regular Employees whose absence exceeds one (1) month or when the doctor's note indicates an indefinite period of absence. The Company agrees to pay the physician's account for filling out the form.
- Where there is conflicting medical evidence between the Company doctor and the Employee's doctor as to the Employee's fitness or unfitness to return to work, an independent medical opinion may be sought at the option of the Company and at the Company's expense.
- A regular Employee returning to work on modified duties or shifts will be monitored by the Return to Work (RTW) Committee. The Committee shall consist of two representatives from the Union. A letter outlining the agreed rehabilitation program will be given to the Employee taking into consideration any medical restriction.
- When a regular Employee is returned to work on modified duties or shifts, the period of modified time shall not count as a return to active employment for the purpose of re-establishing eligibility (Article (1604)).
- A regular Employee who is working on modified duties or time who at the end of the six (6) months of short-term disability (STD) has not been medically cleared to return to

active employment, will be referred to the RTW Committee for decision and recommendation. Under no circumstances will the entire period of the STD be extended by more than three (3) months.

Long Term Disability (LTD) Rehabilitation Program

- A regular 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 a regular Employee is in an LTD Rehabilitation Program and able to perform all of the essential duties of their pre-injury position, The Star is prepared to pay the Employee for any actual hours worked which are in excess of 60% of the work week during their rehabilitation program in addition to their regular monthly payment from the insurance carrier.
- e No regular 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.

- e Once the regular 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 (Article (1604)).
- Prior to his/her return on an LTD Rehabilitation Program or otherwise, the Employee must be cleared by the Health Center.

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

Yours truly,

Jagoda S. Pike

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

March 25th, 1998

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

Dear Brian:

This will confirm that the special enhanced termination benefits offered to the Guild for those affected by The Star's decision to go to fleet leasing and contracting out primary distribution would be offered to Employees

represented by your Union or by other Craft Unions in similar circumstances.

LETTER OUTSIDE OF THE COLLECTIVE AGREEMENT

Yours truly,

April 27, 2002

Jagoda S. Pike.

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

Dear Brian:

RE: Hiring Full-time Staff from the Part-time List

This letter will confirm the Company's commitment to hire an additional ten (10) full-time staff from the part-time list, provided they meet the minimum qualifications, as outlined in the Collective Agreement, Clause (806).

Yours truly,

Alan Bower

LETTER OF INTENT

Between

**Toronto Star Newspapers Ltd.
(the "Company")**

And

**Graphic Communication Conference
(formerly the GCIU)/International
Brotherhood of Teamsters, Local 100-M
(the "Union")**

**Subject - A "Living Agreement" on
building and sustaining the future
for the Vaughan Press Centre**

During the course of the 2004/2005 negotiations both the Company and the Union have sought out ways to better understand, explore, and address the many challenges facing the Vaughan Plant now and into the future.

Both the Company and the Union have identified several areas of interest concerning production costs, both in the absolute sense of a very challenging fixed labour cost base {e.g. current staffing obligations; selected wage rates; staffing and workplace flexibilities and building a platform to better attract, service, and sustain commercial work for both the current and future opportunities in this area. In the course of these discussions, the Company has also raised concerns in regards to the potential of the escalations of this same fixed labour cost base, which, in the view of Star management, needs to be addressed in order to help sustain ongoing competitiveness and build a platform for our future success.

In light of these stated management concerns, the Parties have further identified several areas of potential interest for the Union membership related to the future

demographic challenges; the impact of future technological change and related job security; an interest in a longer term strategy for the next collective agreement; an interest in a voluntary severance program (the VSP); and, seeking ways to address some of the stated morale concerns in light of the two-tier wage scheme currently in place in the pressroom.

To ensure these issues are comprehensively and thoughtfully discussed, it is the intention and commitment of both Parties to meet extensively during the term of the next collective agreement - and well ahead of the next round negotiations - to undertake comprehensive discussions on these matters and build a plan, along with potential outcomes, to address such issues. These discussions will involve all areas of the Mailing Room, Press Room and Platemaking room of the Vaughan Plant. Should the Parties agree and recommend formal changes to the collective agreement; formal approval of any contract language must receive final approval of both the Director of Labour Relations and the Union President. However, from both parties perspectives, it is imperative to understand that no changes to the current collective agreement terms and conditions would be made without the expressed consent of both Parties.

To ensure this initiative's success the parties shall ensure that a full commitment is made to meet address these issues, and as such, will conduct its first joint meeting not later than June 30, 2005. In addition to other attendees, the Company and the Union shall ensure that senior officials will be present and representing both sides for all such meetings (including on the Company side, the V.P., Production and the Director of Labour Relations; and, on the Union side, the President and Executive Vice President of GCC/IBT Local-100M).

The Company agrees to share the relevant Production Division demographic and financial material in order to assist the parties in this endeavour.

On Behalf of the Company,



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

Glenn Simmonds
V.P. Production

Jim Fealy
V.P. Finance

Myfanwy Marshall
Manager of Labour Relations

On Behalf of the Union,

Brain Fletcher & Tom Donnelly
President & Executive V.P. GCC / IBT
Local 100-M

Dave Gibson
V.P. Pressroom

Frank Mandarino
V.P. Mailroom

George Pomorski
V.P. Platemaking

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