

# **COLLECTIVE AGREEMENT**

**FREE DAILY NEWS GROUP INC. and  
514767 NB LTD. O/A METRO TORONTO**  
(the “Company”)

– and –



**unifor**  
Local**87-M** | Canada

**SOUTHERN ONTARIO NEWSMEDIA GUILD**  
(the “Union”)

March 6, 2018 – March 5, 2020

## Table of Contents

<b>ARTICLE 1 – RECOGNITION</b> .....	<b>4</b>
References to Gender .....	4
<b>ARTICLE 2 - JURISDICTION AND RELATIONSHIP</b> .....	<b>4</b>
Management Rights .....	4
<b>ARTICLE 3 - UNION DUES</b> .....	<b>5</b>
Dues Check Off .....	5
Payment of Regular Dues .....	5
Special Assessments .....	6
<b>ARTICLE 4 – REPRESENTATION &amp; MEETINGS</b> .....	<b>6</b>
<b>ARTICLE 5 – PROBATION PERIOD, DISCIPLINE &amp; DISCHARGE</b> .....	<b>8</b>
Probationary Period .....	8
Probationary Dismissal.....	8
Just Cause .....	8
Discipline .....	8
Personnel File .....	8
Sunset Clause .....	9
Discipline Representation .....	9
<b>ARTICLE 6 – HOURS OF WORK</b> .....	<b>9</b>
Days Off .....	9
Notice of Change in Regular Schedule .....	10
<b>ARTICLE 7 – HIRING, PROMOTION, AND TRANSFER</b> .....	<b>11</b>
<b>ARTICLE 8 – WAGES</b> .....	<b>12</b>
<b>ARTICLE 9 – PART-TIME EMPLOYEES, TEMPORARY EMPLOYEES, FREELANCERS AND THIRD PARTY PROVIDERS</b> .....	<b>12</b>
Part-time Employees .....	12
Temporary Employees .....	13
Freelance and Third Party Providers .....	13
<b>ARTICLE 10 – LEAVES OF ABSENCE</b> .....	<b>14</b>
Pregnancy/Parental/Emergency Leave.....	14
Union Leaves .....	14
Bereavement Leave .....	14
Personal Leaves .....	15
Jury and Witness Duty .....	16
<b>ARTICLE 11 – RECOGNIZED HOLIDAYS</b> .....	<b>16</b>
<b>ARTICLE 12 – VACATIONS</b> .....	<b>17</b>
<b>ARTICLE 13 – SENIORITY AND SERVICE</b> .....	<b>18</b>
Continuous Service Broken.....	19

Combination of Part and Full Time Service.....	19
Seniority Lists.....	19
<b>ARTICLE 14 – LAYOFF.....</b>	<b>20</b>
<b>ARTICLE 15 – SEVERANCE.....</b>	<b>21</b>
Advertising Salespeople.....	21
<b>ARTICLE 16 – GRIEVANCE &amp; ARBITRATION PROCEDURE .....</b>	<b>22</b>
Grievance Procedure .....	22
Arbitration Procedure .....	23
<b>ARTICLE 17 HEALTH &amp; SAFETY.....</b>	<b>23</b>
Health and Safety Committee .....	23
<b>ARTICLE 18 – HARASSMENT AND DISCRIMINATION.....</b>	<b>23</b>
<b>ARTICLE 19 – NO STRIKE NO LOCKOUT .....</b>	<b>23</b>
<b>ARTICLE 20 – TERM.....</b>	<b>24</b>
<b>APPENDIX A.....</b>	<b>25</b>
A. Wage Grid (Minimum salary Grid).....	25
B. General Wage Increase (“GWI”) .....	25
C. Employees in Classification not on the Wage Grid .....	26
D. General – Section Editors .....	26
<b>LETTERS OF UNDERSTANDING:</b>	
RE: Employer Right to Contract Out .....	27
RE: Benefits Costs and Downloading .....	28
RE: Job Security.....	29
<b>LETTERS OUTSIDE THE COLLECTIVE AGREEMENT .....</b>	<b>30</b>
<b>FROM THE MEMORANDUM OF AGREEMENT DATED SEPTEMBER 13, 2018 .....</b>	<b>43</b>

## **ARTICLE 1 – RECOGNITION**

- 1.1 The Company recognizes the Union as the exclusive bargaining agent for all employees of the Company in the City of Toronto save and except for supervisor, those above the rank of supervisor, and interns.
- 1.2 The Company acknowledges that, in general, the assignment of the work performed by employees in the bargaining unit should be assigned or re-assigned to other bargaining unit employees; however, the Union acknowledges and agrees that the Company can continue to assign and re-assign work that is also performed by members of the bargaining unit to non-bargaining unit employees or others in accordance with the Company's practices as at July 26, 2006. This includes, but is not limited to, non-bargaining unit individuals performing bargaining unit work during peak periods, for vacation, disability or sick leave coverage or otherwise to meet operations needs.

### **References to Gender**

- 1.3 In this Collective Agreement it is presumed that gender references to male or female employees apply equally to the other sex.

## **ARTICLE 2 - JURISDICTION AND RELATIONSHIP**

### **Management Rights**

- 2.1 The Union recognizes and acknowledges that the management of the Company and the direction of the work force is at the sole discretion of the Company. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive responsibility of the Company to:
  - (a) maintain order, discipline and efficiency;
  - (b) hire, assign work or duties, promote, demote, classify, transfer, lay-off and recall employees;
  - (c) discipline or discharge employees who have successfully completed their probationary period for just cause;
  - (d) release employees without just cause during the probationary period;
  - (e) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees provided such rules and regulations do not conflict with the provisions of this collective agreement;
  - (f) determine the nature and kind of business conducted by the Company, equipment to be used, the methods and techniques of work, the content of

jobs, the scheduling of jobs, the scheduling of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof including the closing of any facility, or part thereof and to determine and exercise all other functions and prerogatives; and,

- (g) establish and administer reasonable tests for the purpose of assisting the Company and determining an employee's qualifications.
- 2.2 The Company agrees that it will not exercise its functions in a manner inconsistent with the express provisions of the Agreement which shall serve as the only limitations upon such functions provided the Company exercises its rights in a manner that is not arbitrary, discriminatory and in bad faith.
- 2.3 In the event that a new job classification is created or in the event of a significant change in the duties and responsibilities of a position, the Company and the Union will discuss and attempt to agree upon the proper classification and salary scale for the position. Failing agreement, the matter may be referred to arbitration for a final and binding determination.
- 2.4 The Union recognizes that the Company shall have the exclusive right to assign work and to determine from time to time and at any time, the person or classification to which its work shall be assigned. The assignment of work to a particular person or classification shall not limit the right of the Company to re-assign such work to another person or classification.

### **ARTICLE 3 - UNION DUES**

- 3.1 All employees in the bargaining unit who were members of the Union on February 8, 2007 or who join thereafter, shall join the Union and as a condition of continued employment, be required to maintain their membership in good standing in the Union in accordance with its constitution and by-laws for the duration of the Agreement.
- 3.2 The union agrees that it will admit to membership and retain in membership any employee in the bargaining unit, subject to the Constitution of Unifor and the by-laws of the Unifor Local 87-M, Southern Ontario Newsmedia Guild.

#### **Dues Check Off**

- 3.3 As a condition of their continued employment, all employees and all future employees shall be required to execute and deliver to the Company a written authorization for deduction of their regular monthly Union dues or the equivalent thereof.

#### **Payment of Regular Dues**

- 3.4 The Company agrees to deduct from the semi-monthly earnings of each employee covered by the Collective Agreement, an amount equal to the regular Union dues (as specified in writing by the Union and calculated in accordance with the terms below) and to remit the total of such deductions by cheque to the Treasurer of the Union by the 15<sup>th</sup> day of the month following the month in which deductions are made. The Company shall, when remitting dues, give the names of the employees from whose pay deductions have been made. The amount of dues to be deducted may be amended by the Union providing the Company thirty (30) days written notice, as permitted by the Unifor's constitution and by-laws.
- 3.5 In consideration for the Company making deductions in accordance with this Article, the Union shall indemnify and save harmless the Company, including agents and persons acting on its behalf, from any liability, claims or actions made against it for any reason relating to the deduction of union dues.

### **Special Assessments**

- 3.6 The Company agrees to deduct special assessments as required by Unifor Local 87-M, Southern Ontario Newsmedia Guild and to remit the total of individual deductions by cheque to the Treasurer of the Union before the end of the month following the month in which the deductions are made. As with the remittance of regular union dues provided for in clause 3.4, the Company shall when remitting such assessments provide the names of the employees from whose pay deductions have been made.

## **ARTICLE 4 – REPRESENTATION & MEETINGS**

- 4.1 The Company acknowledges the right of the Union to elect or appoint up to a total of 4 stewards, which may include a Unit Chair/Steward. The Union will notify the Company in writing who the Stewards are, and of any changes.
- 4.2 In order to facilitate the investigation and handling of grievances and harassment complaints, or notices of layoff a Steward shall be permitted to leave the Steward's work station during working hours provided that:
- (a) the Steward has obtained the prior consent of the Steward's immediate supervisor (which consent shall not be unreasonably withheld);
  - (b) the time is devoted to the prompt handling of the above matters; and,
  - (c) the handling of grievances does not interfere with the efficient operation of the business.
  - (d) the Steward's presence has been requested by the affected employee(s). It is understood that all matters that are the subject of a grievance require the attendance of a Steward.

4.3 The Company and the Union recognize that meetings between representatives of the respective parties to this Collective Agreement are necessary in order to maintain a proper working relationship between the parties. It is recognized that meetings normally fall into three categories as follows:

- a) Grievance meetings as described in Article 16.
- b) Union-management meetings for the purpose of discussing matters of mutual concern, excluding grievances, may be held upon mutual agreement at the request of either party provided there is a substantive agenda to discuss. The meeting shall be between the HR/Operations Manager/Publisher and any other representative of the Company designated by him or her, and up to two employee representatives appointed or elected by the Union. The Unifor Local President and/or the Unifor National or Local Representative of the Union may also attend such meetings.
- c) The Union may appoint/elect a Bargaining Committee not to exceed 4 employees from the bargaining unit for the purpose of negotiating renewal to the collective agreement. The Company shall not be required to recognize the Union Negotiation Committee until after notice of desire to bargain has been provided and the Union has notified the Company, in writing, of the names of the members of the Union Negotiation Committee. The Company shall allow Union Negotiation Committee members unpaid leaves of absences from work for the purpose of attending bargaining meetings. The Company shall not be required to continue to recognize the Union Negotiation Committee following the date of ratification of any renewal collective agreement.
- d) For the purposes of meetings specified in (a) (b), or (c) above, the Company shall arrange for permission to attend for the employees concerned.
- e) The Company agrees that the Union may have a ballot box in the workplace when holding a vote for the bargaining unit.

4.4 Any notice or copy of correspondence required to be given to the Union shall be deemed delivered if it is emailed, delivered, faxed or mailed to Unit Chair/Steward.

4.5 The Employer shall supply the Guild with the following information upon ratification for each employee and within one (1) month of hiring new employees:

- (a) name, sex, date of birth, address, telephone number;
- (b) date of commencing employment; and,
- (c) classification.

Within one (1) month, the Employer shall notify the Guild in writing of:

- (d) changes in any employee's rate of pay effected through a job posting or annual advancement on the wage grid and the effective date;
- (e) changes in any employee's classification and rate of pay effected through the job posting process and the effective date; and,
- (f) resignations, retirements, deaths.

## **ARTICLE 5 – PROBATION PERIOD, DISCIPLINE & DISCHARGE**

### **Probationary Period**

- 5.1 New employees shall be on probation until they have worked six (6) months. The probationary period may be extended by mutual agreement of the parties to the collective agreement. Upon completion of the probationary period the employee shall be granted seniority with credit from the original start date. In the case of a part-time employee, the length of the probationary period shall be determined by an equivalent number of shifts.

### **Probationary Dismissal**

- 5.2 A probationary employee may be dismissed at any time during the probationary period if the employee is not satisfactory, a determination that is within the sole discretion of the Company. The Company's decision to dismiss the employee shall not be arbitrary, discriminatory or made in bad faith.

### **Just Cause**

- 5.3 No employee who has completed his probationary period may be disciplined or dismissed except for just cause. An employee who at the time of dismissal has not completed the probationary period, shall not have, or be deemed to have, this right.

### **Discipline**

- 5.4 An employee shall be provided with a copy of any written warning, reprimand, suspension or disciplinary action that is issued to the employee and put on the employee's file within 7 calendar days of the discipline being issued.

### **Personnel File**

- 5.5 The personnel files maintained by the Company are the property of the Company. Every employee shall have the right to inspect any disciplinary records or formal evaluations contained in his personnel file, once a year or when an employee has filed a grievance. In either case, in order to inspect the disciplinary records or formal evaluations, the employee must provide a written request to the Department Head that sets out the grounds under which the request is being made. Upon submitting a proper request, an employee shall have access to the file in the



presence of management. If there are factual errors in the file, which are agreed to be errors by management, the error shall be corrected.

### **Sunset Clause**

- 5.6 It is agreed that written letters of warning and reprimand shall be removed or deemed to be removed from an employee's personnel file 12 months from the date of issue. Record 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 discipline file will remain fully active in this instance for all progressive discipline purposes. The foregoing will have no effect on the Company's right to rely on past conduct beyond the Company's disciplinary rules.

### **Discipline Representation**

- 5.7 When dealing with an employee's conduct that could result in discipline, suspension or discharge, the Employer shall advise any such potentially affected employee of his or her right to Union representation. An employee may request the presence of a union representative during an interview regarding a harassment complaint.

## **ARTICLE 6 – HOURS OF WORK**

### **Days Off**

- 6.1 The normal work week for full-time employees shall consist of up to thirty-seven and a half (37.5) hours per week exclusive of unpaid meal periods, with two consecutive days off but this shall not be a guarantee or limit on the hours worked.
- 6.2 The Company shall normally schedule employees for two consecutive days off in each work week except for overtime shifts.
- 6.3 Except as provided elsewhere in this Agreement, all time required and authorized by the Company in excess of forty-two (42) hours in each weekly work period shall be considered overtime and shall be paid at the rate of time and one-half of the regular straight time hourly rate. For the sake of clarity, all hours worked in excess of thirty-seven and a half (37.5) and up to forty-two (42) hours shall be paid at the employee's regular straight time hourly rate. Overtime shall be paid for hours worked in excess of 10 hours in a day at time and one-half the employee's regular straight time hourly rate.
- 6.4 For the purpose of calculating overtime, an employee's hourly rate shall be calculated as follows:

Annual Salary ÷ 52 ÷ 37.5

- 6.5 To be eligible for overtime payment, overtime hours must have been scheduled and authorized by the employee's supervisor prior to the performing of the work.
- 6.6 Subject to conditions set out hereinafter, employees may elect to be compensated for authorized overtime (hours in excess of 42 in a week or ten hours in a day) either in cash or lieu time. Subject to the Company's approval, lieu time must be taken within twelve (12) months of the work week in which the overtime is earned, unless the employee and the Company agree to a longer time period. If the lieu time is not used at the conclusion of either period (i.e. 12 months or longer, if agreed) it will be paid out to the employee at the rate earned.
- 6.7 The assignment of overtime will be on a voluntary basis except when the Company is unable by this procedure to fill the overtime assignment with qualified employees. Employees will co-operate so as to make themselves available. The Company may require employees to work overtime. The Company will endeavour to provide as much notice as possible of overtime requirements.
- 6.8 An employee who is required to work on a shift in excess of his normal number of weekly shifts shall receive overtime premium for all work performed on that day with a minimum payment of three (3) hours of overtime premium.

#### **Notice of Change in Regular Schedule**

- 6.9 (a) The Company will post work schedules of days and/or hours for employees at least two weeks in advance of the week for which they apply.  
(b) Work schedules may be changed subject to the requirements of operations and affected employees will be advised in advance of the change as early as reasonably possible. If an employee is required to work on what otherwise would have been a scheduled day off, three working days notice of such change shall be provided to the employee, except in the case of emergency or unforeseen circumstances. If such notice is not provided, and it is not a case of emergency or unforeseen circumstances, the employee shall be paid an additional two hours straight time in addition to the employee's regular wages for work, unless the change has been made by mutual consent of the employee and the Company.
- 6.10 (a) Where an employee's start time is changed for less than a full week's schedule, the Company will provide as much advance notice as possible but no less than notice on the employee's shift prior to the changed start time, except in the case of emergency or unforeseen circumstances in which case the notice may be less. This provision shall not apply if the employee is called to work early for overtime.  
(b) Where an employee's shift time is changed for a period of more than one week, but is not a permanent change, the Company shall provide as much advance notice as possible but no less than five days notice, except in the

case of emergency or unforeseen circumstances in which case the notice may be less than one week.

- (c) Where an employee is not given notice in accordance with 6.10(a) and 6.10(b), and it is not emergency or unforeseen circumstances, the employee shall be paid an additional one (1) hour's pay at straight time in addition to the employee's regular wages for the work, unless the change has been made by mutual consent of the employee and the Company.
- (d) The Company will provide a twelve (12) hour interval following the completion of an employee's scheduled shift before the start of his or her next scheduled shift, unless waived by an employee. This period of time does not apply if overtime is worked.

6.11 For Advertising Salespersons, the Employment Standards Act, 2000 shall apply with respect to hours of work and overtime and Article 6 shall not apply.

## **ARTICLE 7 – HIRING, PROMOTION, AND TRANSFER**

- 7.1 The Company will post notice of all permanent vacant positions within the bargaining unit for a period of six (6) calendar days and agrees to consider an application from any bargaining unit employee desiring to apply to the vacant position. The Company retains the right not to fill any vacant position.
- 7.2 Employees entitled to apply for any vacant position must make application to the Department Head or designate no later than the sixth (6th) calendar day. Employees who have completed their probationary period may apply. The Company need not consider any applicant to a posting who has, within the prior twelve (12) month period, successfully applied for a vacant position.
- 7.3 The Company is under no obligation to interview any candidate who does not meet the minimum standards or qualifications of the position.
- 7.4 The successful applicant shall be chosen on the basis of experience, ability, educational qualifications, training and reliability. If the experience, ability, educational qualifications, training and reliability of the two leading candidates for the position are relatively equal, seniority will determine the successful candidate.
- 7.5 The successful applicant will be hired on a trial basis for a period of three months (the "trial period"). If during the trial period,
  - (a) the Company determines that the successful applicant does not have the experience, ability, educational qualifications, training or reliability to perform the vacant position; or,
  - (b) the successful applicant elects not to complete the trial period;

the successful applicant will be, on a without prejudice basis, returned to his prior position.

- 7.6 If no employee who has applied is determined to have the necessary experience, ability, educational qualifications, training and reliability, the Company may select a candidate from outside the bargaining unit. For clarity, nothing in this Agreement restricts the Company's right to review applications and conduct interviews with candidates from both inside and outside the bargaining unit simultaneously.
- 7.7 This Article does not apply to temporary job assignments.

## **ARTICLE 8 – WAGES**

- 8.1 With the exception of Advertising Salespeople (which are Advertising Account Managers and Inside Sales Staff), employees hired after the date of ratification shall be paid in accordance with Appendix A.
- 8.2 All wages set out in Appendix A shall be minimum annual salaries only.
- 8.3 The Company shall determine the compensation for each Advertising Salesperson. Compensation includes the split between base salary (if any) and commission (if any), the base salary amount (if any), the structure of the commission plan, benefits and vacation.
- 8.4 The Company and the Union acknowledge that Advertising Salespersons are “salesperson” as that term is understood by the Employment Standards Act, 2000.
- 8.5 Subject to the Advertising Compensation Consultation Committee letter, the Company may change the compensation plan of any Advertising Salesperson.
- 8.6 Advertising Salespersons hired after the date of ratification will have an annual base salary of \$41,703.65. This rate is subject to the March 6, 2017 general wage increase.

## **ARTICLE 9 – PART-TIME EMPLOYEES, TEMPORARY EMPLOYEES, FREELANCERS AND THIRD PARTY PROVIDERS**

### **Part-time Employees**

- 9.1 A part-time employee is one who is hired to work twenty-eight (28) hours or less per week.
- 9.2 Part-time employees are not covered by Articles 10 (Leaves of Absence, except as provided by law), 11 (Recognized Holidays), and 12 (Vacations). Vacation entitlement and public holiday pay shall be governed by the provisions of the Employment Standards Act, 2000.

- 9.3 For the purposes of determining a part-time employee's wages, the weekly wage of the classification shall be divided by 37.5 and then multiplied by the number of hours worked by the part-time employee in a week.
- 9.4 Upon written request by the Union, the Company and Union will meet no more than once a year to review the use of part-time employees. At the discretion of the Company, part-time employees may be offered permanent full-time positions.

### **Temporary Employees**

- 9.5 Temporary employees shall not accrue service or seniority for the purposes of this Collective Agreement except that their temporary service shall be deemed to count as competitive seniority in the event of a job posting under Article 7. Temporary employees are not covered by Articles 5 (Probationary Period, Discharge and Discipline), 10 (Leaves of Absences), 11 (Recognized Holidays), 12 (Vacations), 13 (Service and Seniority), 14 (Layoff) and 15 (Severance).
- 9.6 Temporary employees may be hired on a part-time or full-time basis. Wages for a part-time temporary employee shall be calculated in the same manner as Article 9.3
- 9.7 Temporary employees may be terminated in accordance with their contract and Employment Standards. Such termination is not grievable.
- 9.8 A temporary employee is an employee hired for a specified purpose, including special projects designated by the Company, vacation coverage, and leaves of absence coverage.
- 9.9 A temporary employee may be hired for a special project for up to 12 months, or longer, if mutually agreed between the Union and the Company.
- 9.10 The Company shall notify the Union in writing of the hiring of a temporary employee and the expected duration of and reason for the position.
- 9.11 Temporary positions for leaves of absences may be for up to 24 months.
- 9.12 Part-time employees who are qualified and have the skill, ability and aptitude for a full-time temporary position, shall be offered the position on a temporary basis prior to hiring outside the collective agreement.

### **Freelance and Third Party Providers**

- 9.13 The Company shall continue its practice of publishing content and utilizing services submitted by, whether solicited or not, freelancers or third party providers. There is no restriction on the nature or frequency with which the Company can utilize services or solicit or publish content submitted by freelancers or third party providers.

- 9.14 Third party providers are individuals, partnerships, corporations, joint ventures or other enterprises with whom the Company enters into a contract-based, fee for service, arrangement whereby the third party provider provides any kind of service to the Company including, without limitation, editorial content, sales promotion, production services, printing services or any other service related to the operation of the Company.

## **ARTICLE 10 – LEAVES OF ABSENCE**

### **Pregnancy/Parental/Emergency Leave**

- 10.1 The Company shall grant pregnancy, parental and emergency leave in accordance with the terms and conditions of the Employment Standards Act, 2000. Benefits will remain in place during any leave.
- 10.2 Employees on pregnancy, parental or emergency leave continue to accrue paid vacation in accordance with the collective agreement. Paid vacation accrued during pregnancy or parental leave can be taken at the end of the leave.
- 10.3 The Company will provide up to three (3) days paternity leave with pay upon request of the employee, within seven (7) calendar days of the date of birth or adoption.

### **Union Leaves**

- 10.4 An employee may request a leave of absence without pay for the purposes of Union business of no longer than 5 working days. An employee requesting such leave must provide 5 working days notice. No more than two (2) employees at a time shall request such leave. Approval of such leaves shall be subject to operational requirements of the Company. The Company shall maintain the compensation of the employee on leave and the Union shall reimburse the Company for the full amount.
- 10.5 An employee may request a leave of absence for up to (12) twelve months without pay or benefits in order to work in an official full-time capacity for the Union. No more than one employee shall request a leave in order to work in an official full-time capacity for the Union at a time. During the period of the leave, an employee shall continue to accrue seniority, but shall not be credited for service. An employee wishing to take such a leave must give the Company a minimum of two (2) months notice in writing of the leave, or of an election which may lead to the need for such a leave. If operational concerns require it, up to two weeks more notice after such election may be required. Such leave shall not exceed twelve months in length unless agreed between the Company and the Union.

### **Bereavement Leave**

- 10.6 A permanent employee will be granted the following bereavement leave with pay:

- a) Up to 5 working days in the event of the death of a mother, father, spouse (including common law or same sex spouse), brother, sister, child or step-child;
  - b) Up to 3 working days in the event of the death of a mother-in-law or father-in-law, step-parent and grandchild;
  - c) Up to 1 working day in the event of the death of a grandparent or grandparent-in-law, brother-in-law or sister-in-law, son-in-law or daughter-in-law.
- 10.7 The days granted as per 10.6 shall be between the day of death and the day of the funeral service inclusive.
- 10.8 Employees shall not receive any additional day(s) leave because the death or funeral occurred on a statutory holiday, or during her vacation, or during any leave of absence without pay.
- 10.9 Upon request, an employee may be provided with additional day(s) off, subject to approval of the HR/Operations Manager/Publisher. Such additional days may be taken as vacation time, lieu time or unpaid.

### **Personal Leaves**

- 10.10 Employees may request a personal leave of up to twelve (12) months without pay and benefits, except as provided in Article 10.12. An employee requesting such a leave must provide two (2) months notice in writing. Approval of such leaves of absence shall be subject to operational requirements of the Company. If denied, the Company agrees to provide a brief written explanation, if requested.
- 10.11 Leaves for personal reasons may include leaves for educational or professional reasons, however if for such reasons they may not be in competition with the Company.
- 10.12 Any employee requesting a personal leave shall take all unused vacation and accumulated overtime for the first part of the leave. While utilizing unused vacation or accumulated overtime, the employee shall continue to have benefit coverage. Upon utilization of all unused vacation or accumulated overtime time, the leave shall be unpaid. All unpaid portions of the leave shall be without pay and benefits.
- 10.13 The Company shall use its best efforts to return the employee to the same or a comparable job on return from such leave. If such job is not available, the employee will be paid the regular salary for the position to which she is returned.
- 10.14 The Parties agree that the Company may hire temporary employees for the duration of any leave granted under Article 10.

- 10.15 There shall be no loss of seniority or benefits as accrued to the beginning of union leaves or personal leaves. Employees shall not accrue service or seniority while on a personal leave. Time off for such leaves will not be counted as time worked for the purpose of vacation pay or time, and it will be pro-rated accordingly.

### **Jury and Witness Duty**

- 10.16 A permanent employee who has completed her probation period called to jury duty or subpoenaed as a witness (except in proceedings between the parties) will be reimbursed the difference between the jury pay or witness fee and the employee's regular salary, not to exceed seven and a half (7.5) hours per day, for a maximum of twenty business days.
- 10.17 In order to be reimbursed as per Clause 10.16, the employee must present the document issued by the court for jury duty or the subpoena issued to her Department Head prior to the date of the leave.
- 10.18 When an employee is excused from jury duty or witness duty for one-half (1/2) day or more, she must return to the workplace and complete her regular shift, unless otherwise agreed to by the Company.
- 10.19 An employee who is the victim of domestic violence or faces the immediate threat of domestic violence will be eligible for a leave of absence with pay for up to four weeks. The Employer reserves the right to require verification from a recognized professional including the employee's physician, legal counsel or licensed mental health professional. Nothing described in this article precludes the Employer from granting additional time off, with or without pay, for compassionate reasons.

### **ARTICLE 11 – RECOGNIZED HOLIDAYS**

- 11.1 Employees who have passed their probationary period are provided with the following public holidays:  
New Year's Day;  
Family Day;  
Good Friday;  
Victoria Day;  
Canada Day;  
Labour Day;  
Thanksgiving Day;  
Christmas Day; and,  
Boxing Day.

In addition, the Company provides the August Civic Holiday as a public holiday. Family Day will be deleted from the collective agreement in the event the government repeals the holiday.



- 11.2 The Company will provide two additional days (“Floating Days”) to employees that employees may take off with pay within the calendar year. Such paid days off are subject to approval of the Department Head and operational needs. For clarity, such Floating Days may not be carried over and are not paid out if not taken within the calendar year.
- 11.3 On non-publishing days, as determined by the Company, employees not required to work may elect to use a vacation day, lieu day or Floating Day (if any of such days are available to the employee), otherwise non-publishing days shall be a day off without pay.
- 11.4 Employees required to work on a non-publishing day will be paid their regular wages for the hours worked on the day. Non-publishing days falling on any other day than those listed above shall not be treated as Recognized Holidays.
- 11.5 For Advertising Salespersons, the Employment Standards Act, 2000 shall apply with respect to public holidays and Article 11 shall not apply.
- 11.6 (a) Where a public holiday falls on a “publishing day”, the Employer may require employees to work on that day or the Employer may schedule employees on that day and the Guild agrees that the employees will work on that day if scheduled. In that instance, the employees will be paid:
- (i) public holiday pay equal to one regular day’s pay; and,
  - (ii) double time for the employee’s shift on the public holiday (two times the hourly rate of the employee’s entire shift on the public holiday).
- (b) Where the employer determines that the day before a public holiday will be a non-publishing day, Article 11.3 shall apply.
- (c) This Article does not apply to Advertising Salespersons who continue to be governed by Article 11.5 of the collective agreement and the Employment Standards Act, 2000.
- (d) A “publishing day” is a day on which the Employer produces a newspaper for publication (which is generally published the following day).

## ARTICLE 12 – VACATIONS

- 12.1 Employees will accrue paid vacation in accordance with the following schedule:

Length of Service	Accrual Rate
less than one year	1¼ day for each month worked

<b>Length of Service</b>	<b>Accrual Rate</b>
one year to six years	Three weeks
seven years to fourteen years	four weeks
15+ years	five weeks

- 12.2 The Company's vacation year is January 1 to December 31.
- 12.3 Probationary employees are not permitted to take vacation.
- 12.4 Employees can request vacation by submitting a vacation request form to their Department head. Vacation requests submitted in accordance with the timeframe set by the Company shall be considered based on seniority. Vacation requests submitted beyond the timeframe shall be considered on a first come/first serve basis.
- 12.5 All vacation scheduling is subject to the approval of the Department Head and is subject to the operational requirements of the Company.
- 12.6 Employees must take their vacation in the vacation year. If, at the request of the Company, an employee is unable to take his vacation in any year by December 31, he shall take any such remaining vacation by March 31<sup>st</sup> of the following year. If vacation is not taken by that time, such remaining vacation shall be paid out in cash to the employee. Except as provided in this clause, vacation cannot be carried over to any subsequent year and shall not be paid out.
- 12.7 Upon termination of employment, for any reason, employees will receive a payment in lieu of paid vacation that is equal to the balance of vacation pay owed to them at the date of termination. If the employee is in a deficit, an amount equivalent to the deficit will be deducted from their final pay cheque.
- 12.8 For permanent full-time employees, one week of vacation is equal to 5 working days.
- 12.9 For Advertising Salespersons, the Employment Standards Act, 2000 shall apply with respect to vacations and Article 12 shall not apply.

## **ARTICLE 13 – SENIORITY AND SERVICE**

### **Seniority Defined**

- 13.1 Seniority means length of continuous service in the bargaining unit. Full-time employees shall accrue seniority from date of hire to the bargaining unit. Seniority

for part-time employees shall be based on hours worked in the bargaining unit and shall be listed on a separate seniority list.

13.2 Temporary employees shall not accumulate seniority.

13.3 When two or more employees commence work in the same seniority group on the same day, the procedure for establishing their relative seniority shall be based upon the employee number. The employee with the lower employee number shall have the greater seniority.

### **Continuous Service Broken**

13.4 Continuity of service shall be considered broken, seniority lost, and employment terminated when an employee:

- 1) resigns, retires or is discharged or, in the case of an employee who has completed her probationary period, is discharged for just cause; or,
- 2) is laid off by the Company for a period exceeding one (1) year; or,
- 3) fails to report for work after the end of an authorized leave of absence unless a satisfactory explanation is given; or,
- 4) fails to notify the Company of her intention to return to work within three (3) days after notification of recall as provided for in Article 14 from layoff or fails to report to work within two (2) weeks of recall from layoff; or,
- 5) is absent without contact with the Company for three (3) consecutive shifts, unless a satisfactory explanation is given; or,
- 6) is absent due to illness or injury for a period of more than twenty-four (24) months subject to the Company's having met its obligations pursuant to the *Human Rights Code*.

13.5 It shall be the responsibility of an employee to keep the Company advised, in writing, of her current address. The Company shall be deemed to have given an individual on layoff notice of recall by sending notice of recall by registered mail or courier to the last address supplied by the employee.

### **Combination of Part and Full Time Service**

13.6 Part-time employees who become full-time employees shall be credited for part-time service by having a seniority calendar date established based on actual hours worked. Full-time employees who become part-time employees shall be credited on the basis of 1950 hours per year of service.

### **Seniority Lists**

13.7 The Company agrees to maintain seniority lists for regularly employed full-time employees and separate lists for regularly employed part-time employees. The

lists will show the date from which seniority accumulates for each employee. An updated copy of the listings will be provided to the Union upon request, but no more than once per year.

## **ARTICLE 14 – LAYOFF**

- 14.1 When it is determined by the Company that a reduction in the workforce is necessary the Company shall provide four (4) weeks' notice of layoff to the Union and the employees affected. The Company can, in its sole discretion, provide pay in lieu of notice.
- 14.2 Layoffs of any employee(s) within any classification shall be determined based upon reverse seniority provided the remaining employees have sufficient experience, ability, educational qualifications, training and reliability to perform the work.
- 14.3 Within the notice period mentioned above, the Company shall consider requests for voluntary resignations from other employees in the work classification groups impacted by the layoff. If approved, employees who have volunteered to leave instead of the less senior employee shall be paid severance pay in accordance with the provisions of the collective agreement. Any employees requesting a voluntary resignation must agree to the terms and conditions of the voluntary resignation.
- 14.4 An employee affected by layoff may bump the most junior employee in an equivalent or lower classification provided the position is held by a more junior employee and provided he or she has experience, ability, educational qualifications, training and reliability to perform the job. Any employee wishing to bump must do so within 5 days of receiving their notice of layoff.
- 14.5 The person so displaced may exercise a similar right to bump in accordance with Article 14.4 within one week of being bumped.
- 14.6 An employee who bumps will assume the new rate of the position in the equivalent or lower classification.
- 14.7 If a vacancy within the bargaining unit is posted during the notice period described in Article 14.1, and the employee affected by the layoff has the required experience, ability, educational qualifications, training and reliability, that employee to may elect to be transferred to that position under the terms of Article 7.5.
- 14.8 Recall of laid off employees to available vacancies in their previously held classifications shall prevail over Article 7 (Hiring, Promotion & Transfer). Affected employees shall be offered reinstatement to employment in the classification held prior to layoff on the basis of seniority, in reverse order of their layoff, provided they have the experience, ability, educational qualifications, training and reliability to perform the available work. Notification of recall shall be by letter addressed to his

or her last known address on the Company's records with a copy sent to the Union. The recall rights will not extend for a period longer than twelve (12) months.

- 14.9 During layoff, seniority shall not be broken but shall not accrue, subject to the time limits specified under Article 14.4.
- 14.10 Full-time employees may bump part-time employees subject to the restrictions and provisions set out in Article 14.4 above. Part-time employees may not bump full-time employees.
- 14.11 Any period of employment for which severance pay has actually been paid, shall not be counted as service in calculating the amount of severance pay which may again become due after reinstatement to employment or in the calculation of eligibility for any other benefits based on length of service.
- 14.12 The Company agrees that employees laid off on recall shall be eligible to apply for any posting as per Article 7.

## **ARTICLE 15 – SEVERANCE**

- 15.1 Upon dismissal pursuant to Article 14 (Layoff), an employee shall receive severance pay in a lump sum equal to one week's pay for every six (6) months of continuous service or major fraction thereof with the Company, but not in excess of thirty-four (34) weeks' pay. Employees may elect severance pay to be paid as lump sum or salary continuance.
- 15.2 Employees who accept notice of layoff or bumping and volunteer to accept layoff under Article 14 shall receive severance pay under this Agreement.
- 15.3 Part-time employees will have their weekly pay rate determined for the purposes of this Article by an average of weekly earnings over the previous twelve months of employment in the bargaining unit.
- 15.4 If an employee is recalled after the payment of severance pay, and before the expiry of the number of weeks so paid for, the balance of severance pay shall be refunded to the Company.

### **Advertising Salespeople**

- 15.5 Notwithstanding all of the provisions of this Article 15, the rights of Advertising Salespeople upon termination from employment shall be determined in accordance with the terms and conditions agreed between the Company and the Advertising Salesperson. If the Advertising Salesperson and the Company do not agree to terms regarding termination, the provisions of this Article 15 shall apply.
- 15.6 Each Advertising Salesperson's weekly pay shall be determined by averaging their weekly pay over the past 12 months from the date notice of layoff is provided.

## **ARTICLE 16 – GRIEVANCE & ARBITRATION PROCEDURE**

- 16.1 A "grievance" means a difference arising from the interpretation, administration, application or claimed violation of any terms of this agreement. Should a grievance arise between the Company and the Union or its members the matter shall be handled as a grievance under the following procedure.

### **Grievance Procedure**

- 16.2 In the case of an employee grievance or group of identical employee grievances, the following procedure shall be observed:

#### **STEP 1**

An employee, accompanied by an Union representative, if desired, shall within ten (10) working days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the grievor, raise the matter orally with their Department Head or his designate, as appropriate. If a satisfactory settlement is not reached within five (5) working days the grievance may proceed to Step 2.

#### **STEP 2**

If a satisfactory settlement is not reached at Step 1 then the grievance must be presented in writing, within five (5) working days of the completion of Step 1, to the Manager HR/Operations or his or her designate, who will convene a grievance meeting to discuss the matter within ten (10) working days of the presentation of the grievance. Union representation shall consist of the grievor and a Union Steward. The Step 2 reply shall be given in writing within ten (10) working days of the grievance meeting.

- 16.3 A management or policy grievance may be initiated at Step 2.
- 16.4 It is agreed that the time limits and all of the requirements of the grievance and arbitration procedure are mandatory. In the event of failure to act within the time limits, or to follow the required procedure of the grievance procedure the grievance shall be deemed to have been abandoned. Any time limit or procedure in this Collective Agreement may be extended or abridged by the mutual agreement of the parties in writing.
- 16.5 Where no reply is given to a complaint or a grievance under the grievance procedure within the time limits specified, the Union or the Company, as the case may be, shall be entitled to submit the complaint or the grievance to the next step in the grievance procedure, or to arbitration procedure.

16.6 Whenever any time limit is established in this Article such time limit shall be deemed to be exclusive of Saturdays, Sundays and recognized holidays.

### **Arbitration Procedure**

16.7 The arbitration procedure may be invoked only at the written request of either party hereto and provided this request is submitted within twenty (20) days from the date of receipt of the final answer in the grievance procedure.

16.8 The party requesting arbitration will submit to the other party the names of single arbitrators and the other party will reply, either accepting one of the proposed arbitrators or submitting a list of single arbitrators, within ten (10) days of receipt of the moving party's list, or within such time as agreed to by the parties.

16.9 Each party will jointly share the expense of the arbitrator.

16.10 The arbitrator shall not have the power to alter or change any of the provisions, nor to give any decision inconsistent with the terms or provisions of this Agreement.

## **ARTICLE 17 HEALTH & SAFETY**

### **Health and Safety Committee**

17.1 The Company shall make all reasonable efforts to maintain a healthy and safe workplace. The union may appoint two (2) representatives to the Metro Health and Safety committee.

17.2 A worker representative on the Committee will receive his or her regular salary plus applicable shift differential for time lost from scheduled work for attending meetings of the Health and Safety Committee.

## **ARTICLE 18 – HARASSMENT AND DISCRIMINATION**

18.1 The Company and Union agree to abide by the Ontario Human Rights Code. The Company will maintain a No Harassment and Discrimination policy.

## **ARTICLE 19 – NO STRIKE NO LOCKOUT**

19.1 During the term of the collective agreement, the union shall not call or authorize any strike action and the Company shall not call or authorize any lockout of employees.

**ARTICLE 20 – TERM**

20.1 This Agreement shall become effective (except as provided herein) on March 6, 2018. This Agreement shall terminate on March 5, 2020. It shall be binding upon the successors and assigns of both parties.

Unifor  
Local 87-M, Southern  
Ontario Newsmedia Guild

Free Daily News Group Inc. and  
514767 NB Ltd. O/A/ Metro  
Toronto

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---



## APPENDIX A

### A. Wage Grid (Minimum salary Grid)

<u>Wage Grid (as of March 5, 2018)</u>	Start	After Yr 1	After Yr 2	After Yr 3
Associate Managing Editor	\$48,480	\$50,499	\$52,520	\$54,540
Circulation Co-ordinator	\$46,964			
Commercial Content Producer	\$42,032	\$43,430	\$45,955	\$49,387
Digital Campaign Specialist	\$45,000	\$46,800	\$48,672	\$50,618
Editor	\$42,032	\$43,430	\$45,955	\$49,387
Editorial Designer	\$42,032	\$43,430	\$45,955	\$49,387
Finance Assistant	\$37,370	\$38,885	\$40,905	\$42,925
Financial Analyst	\$49,312			
Graphic Co-ordinator	\$46,965	\$48,480	\$49,995	
Graphic Designer	\$42,032	\$42,521	\$42,925	\$43,293
Integrated Solutions Specialist	\$52,000	\$55,120	\$58,427	\$61,932
Interactive Developer	\$62,288	\$64,308	\$66,328	
IT Technician	\$38,746			
Layout	\$42,032	\$42,925	\$43,430	\$44,137
Marketing Research Analyst	\$44,692	\$46,713	\$48,732	
Marketing Specialist	\$42,032	\$42,925	\$43,935	\$46,460
Page Designer	\$46,698			
Project Analyst	\$47,336			
Proof Reader	\$42,032	\$43,430	\$45,955	\$49,387
Receptionist	\$36,290			
Reporter/Photographer	\$38,885	\$40,400	\$41,915	\$44,440
Sales Assistant (National and Retail)	\$35,728	\$36,865	\$37,572	\$38,380
Senior Graphics Designer	\$46,359	\$46,965	\$48,253	\$49,449

The Wage Grid also applies to temporary and part-time employees.

### B. General Wage Increase (“GWI”)

Year One: There is no general wage increase in Year 1.

Year Two: Effective March 6, 2019, a general wage increase (GWI) of 1.0% payable to every employee whose total cash compensation, including variable pay and bonuses, is \$55,000 or less in 2018. For clarity, the 1% general wage increase (GWI) will be calculated on the employee’s annual base salary and regular and ongoing bonus/commission earnings.

**C. Employees in Classification not on the Wage Grid**

Any employee who is not in a classification on the Wage Grid shall receive the GWI set out in Section B.

**D. General – Section Editors**

For pay purposes only, those employees current assigned as “Section Editors” shall be paid according to the following:

	<b>Start</b>	<b>After Year 1</b>	<b>After Year 2</b>	<b>After Year 3</b>
Section Editor	\$44,440	\$46,207	\$48,732	\$51,510

For all other purposes, those employees currently assigned as “Section Editors” remain classified as Copy Editors. Management undertakes that during the life of this collective agreement it shall not move existing Section Editors to a general copy editing assignment (i.e. a non-section editor assignment), unless there is a reduction in staff, in which case Article 14 of the Collective Agreement applies. Management undertakes to fill any section editor vacancies from the existing section editor group first, before looking to other copy editors or externally. Should an employee who is assigned as “Section Editor” move to a general copy editor assignment (i.e. no longer assigned as Section Editor), there will be no reduction in their salary for the life of the collective agreement (March 6, 2016 – March 5, 2018), and they will be entitled to GWI or a step up on the copy editor wage grid annually, whichever is greater. This provision with regard to wage is not applicable to an employee assigned as a Section Editor for the purposes of covering an absence of an employee. Nothing in the aforementioned restricts the Company from reassigning section editors within the section editor group, as is the current practice.

For clarity, the employees currently assigned to “Section Editor” are:

Elizabeth Brown	Kevin Hamilton
Genna Buck	Eva Lam
Emina Gamulin	Jonathan Russell

If there is a Section Editor assignment vacancy, the Company will first look to fill such vacancy from the existing section editor group. Should the position not be filled in this way, the vacancy will be posted as per the current practice.

## **Letter of Understanding RE Employer Right to Contract Out**

May 3, 2010

Howard Law  
National Representative  
CEP, SONG Local 87-M  
5915 Airport Rd, Suite 570  
Mississauga, ON  
L4V 1T1

Dear Howard,

This letter will confirm that the parties agreed in bargaining that the Company has the right to contract out work performed by the bargaining unit and that nothing in the Collective Agreement restricts such right.

**“Original signed by”**

**Ruth Estwick  
Free Daily News Group Inc. and 514767 Ltd O/A metro Toronto**

**“Original signed by”**

**Howard Law  
Unifor Local 87-M**

## **Letter of Understanding RE Benefits Costs and Downloading**

April 8, 2010

John Orr  
Unit Chair, Metro Toronto  
CEP, Local 87M

Dear John,

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

Yours truly,

Alan Bower  
Director of Labour Relations, SMG

## **Letter of Understanding RE Job Security**

May 3, 2013

Howard Law  
CEP Local 87-M  
5915 Airport Road, Suite 510  
Mississauga, ON L4V 1T1

Dear Howard:

It is agreed that the Company will not assign to any Metro Toronto employee outside the bargaining unit covered by the collective agreement any work now performed by employees within the bargaining unit if such assignment would result in the layoff of one (1) or more members of the bargaining unit.

Yours sincerely,

Alan K. Bower  
Executive Director, Labour Relations  
Star Media Group

## LETTER OF UNDERSTANDING OUTSIDE THE COLLECTIVE AGREEMENT

May 3, 2010 and Amended September 12, 2018

Howard Law  
National Representative  
Unifor  
205 Placer Court  
Toronto, ON

### RE Advertising Compensation Consultation Committee (ACCC)

Dear Howard,

#### A. ACCC Composition & Meeting Frequency

1. The parties have agreed to establish an Advertising Compensation Consultation Committee (ACCC), which committee will consist of the following:
  - i. Up to Five (5) members of management; and
  - ii. Up to Five (5) members of the bargaining unit, including the Unit Chair.
  
2. The ACCC will meet quarterly to discuss any issues or concerns raised by the Company or the Union with respect to an advertising salesperson compensation plan or plans, as well as any adjustments to the commission rates within those plans, or a matter of account administration. Examples of account administration include cross-selling and joint-selling across Torstar properties, or the assignment of accounts between different Metro offices. The ACCC's 3<sup>rd</sup> quarter meeting, or any ACCC meeting convened to discuss a change in compensation plan(s), will include a discussion on the following matters:
  - i. a comprehensive review of the then current sales compensation plan or plans in place for advertising salespeople; and/or
  - ii. to review any proposed changes to any sales compensation plan or plans being contemplated by the Company.
  - iii. In support of the review, the Company will assist the members of the Committee by providing such information and projections that will allow the committee to assess the projected outcomes of the compensation plan(s) upon the sales force as a group and as individual sales representatives.

- iv. On an ongoing basis, the company shall provide each sales representative with a weekly report of revenue sold and commissions earned.
- v. Bonus programs, when offered, must be communicated in writing. If a bonus program is cancelled or amended, an employee will be credited for the purposes of that program for any revenue associated with:
  - a. Print advertisements that are sold and run, up to and including the date on which the program is cancelled; and
  - b. Digital advertisements for which an insertion order has been executed, up to and including the date on which the program is cancelled.
  - c. In the event that, as a result of company decisions relating to account administration a sales person's income or selling opportunity is significantly affected, an employee may follow the procedures in sub paragraphs (i) and (ii) above to seek a remedy to the impact of the decision.

## **B. Material Changes to Advertising Compensation Plan**

1. The design of the compensation plan(s), including any adjustments or changes that the company may implement from time to time, shall not be intended to diminish earning opportunity. In this respect, it is intended that an increase or reduction in revenue shall be approximately proportional to the increase or reduction in variable pay (i.e. including commission and performance metrics) that is paid out under the plan. On the understanding that the outcomes of plan design are often uncertain and unpredictable with respect to earning opportunity, it is understood that either party may request an unscheduled meeting of the ACCC to review the outcomes of the compensation plan.
2. Notwithstanding the above provision for an unscheduled review of outcomes, the company commits to giving the ACCC advance notice of material changes to the compensation plan(s). For the purposes of this letter, a material change is defined as a fundamental change to the plan design (e.g., replacement of the commission plan with a target plan, or the elimination of the performance metric component), a change to the commission rates such that the weighted average commission paid to all Advertising Salespersons changes by 20 basis points or more, or a reduction to the performance metric bonus pool that exceeds a corresponding year-over-year revenue decline by 20% or more.

3. In the event the Company is contemplating a material change or material changes to any sales compensation plan or plans, the Company shall provide the ACCC and the Union with not less than sixty (60) days' notice of the proposed change or changes.
4. Within the notice period described above, the Company will:
  - i. Provide the ACCC and the Union with the rationale for the change to the plan, as well as the factors that it considered, including but not limited to: economic factors; market indicators and trends; historical data; account activity and changes; territories and categories; changes to markets (new or existing); new business development; industry trends; and/or corporate objectives/strategy; and
  - ii. Meet with the ACCC and the Union for the purpose of obtaining input with respect to structure of the compensation plan. For clarity, a scheduled ACCC quarterly meeting within the notice period will satisfy this requirement to meet with the ACCC.
5. The company will provide impacted employees with not less than forty-five (45) days' notice of the change to the impacted employee's compensation plan.

### **C. Significant Impact to Individual Income**

In the event that, as a result of the Company exercising its discretion to change sales compensation plans or related sales assignments, an employee's income earning potential is reduced by more than 10%, the following process will be followed:

- i. The affected Sales Representative will first meet with their manager/director to discuss alternative measures to mitigate the scale of the reduction. The manager/director and the employee will make reasonable efforts to mitigate the scale of the impact on the employee's income earning potential.
- ii. If the first meeting does not identify sufficient measures to mitigate the scale of the reduction, the matter will be discussed at the next scheduled ACCC.

For clarity, this process will only be triggered where the reduction in the employee's income earning potential is the direct and unambiguous result of a deliberate management intervention in the sales compensation plan or related sales assignments. External factors affecting an employee's income earning potential will not trigger this process.



## **D. Complaints**

The Company agrees that it will exercise its discretion to establish or change sales compensation plans in a manner that is not arbitrary, discriminatory, or in bad faith. Should an employee or the employee members of the ACCC allege that the Company has not exercised its discretion in such a manner, including with respect to a material change, the matter will be discussed at the next scheduled ACCC meeting, at which time the Company will explain the business rationale for its decision(s).

Where the matter is not resolved by the ACCC, the matter may be referred by the employee members of the ACCC to a senior labour relations manager from Torstar Corporation for full and final resolution of the matter.

Yours truly,

Alan K. Bower  
Executive Director, Labour Relations  
Star Media Group

## LETTER OF UNDERSTANDING OUTSIDE THE COLLECTIVE AGREEMENT

April 30, 2010

John Orr  
Unit Chair  
CEP Local 87M  
Metro Toronto

Dear John:

RE Parking

This letter will confirm that the company will accommodate parking spots for those employees who currently are afforded parking on the night shift. Parking accommodation will be done, if possible, through the use of prepaid parking spots assigned to management or salespeople, or some other alternative. The details of this accommodation will be discussed by the HR/Operations Manager and a representative of the Union prior to the company's move date of May 27, 2010. Where parking is not available to be provided for an employee as noted above, the employee will remit parking expenses to management through the normal expense process for reimbursement.

In addition, the company will accommodate parking for Kelly Hayes, Andrew Heindl, Hernan Reyes and the current night shift Distribution Coordinators (John Gretton and Or Michalovich).

Sincerely,

Ruth Estwick  
Human Resources/Operations  
Metro English Canada

## LETTER OF UNDERSTANDING OUTSIDE THE COLLECTIVE AGREEMENT

April 28, 2010 and amended July 28, 2016

Emina Gamulin  
Unit Chair  
Unifor, Local 87M

Dear Emina

### **Re: Postings in Editorial for Editor**

Further to our discussions in bargaining, this letter will confirm that the Company agrees that should a position become open which the Company intends to fill (either a vacancy or a different shift type (i.e. days or nights)), it will offer the opportunity to employees within the classification to move to the preferred shift type subject to any interested employees having satisfactory attendance record and performance. Should an employee be subject to either a performance management or attendance management program, they will not be considered for a change in shift. In addition, should an employee have experience in the work to be done, they would be given preference. Should performance, attendance and experience be equal, and more than one employee wishes to move, the Company will move the more senior employee. This consideration of internal employees in the same classification shall occur prior to hiring external candidates.

All provisions of Article 7 and the collective agreement still apply. This letter is outside the collective agreement.

Yours truly,

Alan K. Bower  
Executive Director, Labour Relations  
Star Media Group

## LETTER OF UNDERSTANDING OUTSIDE THE COLLECTIVE AGREEMENT

April 8, 2010

Mike Sullivan  
National Representative  
CEP, SONG Local 87-M  
5915 Airport Rd. Suite 510  
Mississauga, ON  
L4V 1T1

Dear Mike:

Subject: Metro Employees - Prior Service Credit

This letter confirms the agreement reached during collective bargaining that Metro will honour prior service acquired at Metroland for the following employees:

Employee Name	Start Date (Metroland)	Start Date (Metro)
John Orr	July 16, 2001 – April 29, 2005	May 2, 2005
Hailey Ben-Izhak	Sept. 7, 2004 – Sept. 1, 2005	Sept. 13, 2005
James Alvir	April 12, 2004 – April 3, 2007	April 4, 2007
Andrew Heindl	Sept 7, 2004 – Oct 24, 2005	October 25, 2005

Prior service credit will apply for the purposes of determining vacation credit and severance amounts in the event of a lay-off. Any individuals accepting employment at Metro from the date of this letter forward, who had prior service at Metroland or any Torstar property, shall not receive any credit for such service. All service will be based on the date they joined Metro.

Yours truly,

Ruth Estwick  
Human Resources/Operations Manager

Cc: Employees' Files

## LETTER OF UNDERSTANDING OUTSIDE THE COLLECTIVE AGREEMENT

April 9, 2010

Mike Sullivan  
**National** Representative  
CEP, SONG Local 87-M  
5915 Airport Rd. Suite 510  
Mississauga, ON  
L4V 1T1

Dear Mike:

Subject: Transfer to Other Metro Offices

Further to our discussions on this matter, employees at Metro Toronto are on occasion asked if they are interested in working in another Metro Office in Canada for a temporary period. Such opportunities for employees are voluntary ones and may be declined by employees. No employee is required to accept a temporary assignment in another Metro Office.

Yours truly,

Alan Bower  
Director of Labour Relations, SMG

## LETTER OF UNDERSTANDING OUTSIDE THE COLLECTIVE AGREEMENT

April 9, 2010

John Orr  
Unit Chair  
CEP Local 87M  
Metro Toronto

Dear John:

RE Interns

This letter will confirm should Metro be considering any Interns while a layoff or recall is occurring in another department, the HR/Operations Manager, or a designated alternate, will advise the Union. Should the Union wish to discuss whether the Intern's role, in their view, is similar to the work of a classification where there is a layoff, it shall contact the HR/Operations Manager. This meeting will take place prior to securing the internship under consideration.

Sincerely,

Ruth Estwick  
Human Resources/Operations  
Metro English Canada

## LETTER OF UNDERSTANDING OUTSIDE THE COLLECTIVE AGREEMENT

July 28, 2016

Howard Law  
National Representative  
Unifor  
205 Placer Court  
Toronto, ON

### **RE Scheduling & Training Committee**

Dear Howard,

#### **A. Scheduling**

This letter confirms the parties' agreement concerning the general principle that temporary employees should not be employed in circumstances where their employment prevents the hiring of a regular full-time or part-time employee. This general principle will be interpreted and applied by the company, recognizing that the efficient operation of the organization requires the use of temporary employees.

This letter also confirms the parties' commitment to discuss scheduling at the union-management committee meetings described in Article 4.3(b).

The committee will discuss the company's scheduling practices and ways to improve those practices to the mutual benefit of both the company and employees including, but not limited to, the relative complements of permanent and temporary employees.

#### **B. Training**

The union-management committee may also discuss future skill and training needs in the bargaining unit classifications and, when requested, the Employer will make reasonable efforts to identify those training needs.

Yours truly,

Alan K. Bower  
Executive Director, Labour Relations  
Star Media Group

## LETTER OF UNDERSTANDING OUTSIDE THE COLLECTIVE AGREEMENT

May 3, 2013 and amended July 28, 2016

Howard Law  
National Representative  
Unifor  
205 Placer Court  
Toronto, ON

### **RE Retirement Savings Plan**

Dear Howard,

The Employer will provide a defined matching contribution retirement savings plan for employees in the bargaining unit on the following terms:

1. Employees may participate in the defined matching contribution retirement savings plan. The Employer will match an employee's contribution to the plan to a maximum of one and one-half (1.5) percent of annual base salary.
2. For the purposes of this letter, annual base salary includes any base salary paid above the minimum salary for a classification (as set out in the collective agreement).
3. For Advertising Salespersons only, the Employer will match an employee's contributions on combined base salary and sales compensation plan earnings, to an annual maximum earnings basis of \$100,000.
4. New hires will not be eligible to participate in the plan until they reach three (3) months service.
5. Contributions into the plan would be limited by the maximum allowable RRSP contributions as prescribed under the Income Tax Act.

The Employer shall determine the design of the plan including, but not limited to, the plan provider and vesting period (although any vesting period will not be greater than two years).

The Employer will provide the Union with data regarding participation levels of bargaining unit employees by each December 31 during the term of renewal collective agreement.

Yours sincerely,

Alan K. Bower  
Executive Director, Labour Relations  
Star Media Group



## LETTER OF UNDERSTANDING OUTSIDE THE COLLECTIVE AGREEMENT

July 12, 2018

Howard Law  
National Representative  
Unifor  
205 Placer Court  
Toronto, ON

### **RE Pension Matters**

Dear Howard,

Torstar has entered into an agreement (the “Agreement”) to merge its defined benefit (DB) pension plans with the CAAT Pension Plan effective October 1, 2018, with Torstar and certain of its subsidiaries becoming participating employers under the CAAT Pension Plan. The Agreement is subject to certain conditions and approvals, including approval by the members of the Torstar DB pension plans and approval of the Superintendent of Financial Services (Ontario). Under the Agreement, employees currently enrolled in a group registered retirement savings plan (GRRSP) sponsored by Torstar or one of its subsidiaries and other specified classes of employees (as detailed below) will be provided the opportunity to enroll in the DB Plus Provisions of the CAAT Pension Plan. The effective date for such participation is January 1, 2019 (“the Effective Date”). Ongoing participation by such employees in the DB Plus Provisions of the CAAT Pension Plan is subject to the terms of the Agreement.

This Letter of Understanding confirms the agreement of the parties that, on the Effective Date, Metro will cease to operate the GRRSP and employees will join the CAAT Pension Plan under its DB Plus Provisions or be given the option to elect to join the CAAT Pension Plan under its DB Plus Provisions as follows:

1. Employees who are enrolled in the GRRSP as of December 31, 2018 will be required to participate in the CAAT Pension Plan under its DB Plus Provisions as of the Effective Date;
2. Employees who are not enrolled in the GRRSP as of December 31, 2018 will be given the option to elect to join the CAAT Pension Plan under its DB Plus Provisions on the Effective Date or at any date thereafter;
3. Full time employees hired on or after the Effective Date will be required to participate in the CAAT Pension Plan under its DB Plus Provisions as of their date of hire;

4. Part-time employees hired on or after the Effective Date will be given the option to elect to join the CAAT Pension Plan under its DB Plus Provisions as of their date of hire or at any date thereafter.

Contribution rates for any Metro employee participating in the CAAT Pension Plan under its DB Plus Provisions will be 4% of pensionable earnings per year from January 1, 2019 to December 31, 2019; 4.5% per year from January 1, 2020 to December 31, 2020; and 5% per year on and after January 1, 2021. All contributions made to the CAAT Pension Plan are limited to the money purchase limit as set out by the *Income Tax Act* (Canada).

Pensionable earnings will be determined using a method consistent with that used for the GRRSP, but without any cap on earnings.

These rates would apply to all employees currently participating, regardless of whether their current contribution rates to the GRRSP are higher or lower than the rates set out above.

The parties agree that, effective the Effective Date, this Letter of Understanding shall replace in full the Letter of Understanding dated May 3, 2013 (as amended July 28, 2016) re: Retirement Savings Plan (the "Retirement Savings Plan LoU"), at which time the Retirement Savings Plan LoU shall be of no further force or effect and the Employer shall have no further contribution obligations to employees in connection with such Retirement Savings Plan.

Yours truly,

Alan K. Bower  
Executive Director, Labour Relations

**FROM THE MEMORANDUM OF AGREEMENT DATED SEPTEMBER 13, 2018**

i The Company agrees to the enhance severance formula to 2.4 weeks per year of service **from the date of ratification to March 4, 2020, to a maximum cap of 40 weeks plus a one time 2 additional week lump sum.** Employees who receive layoff notice during this period shall receive the enhanced severance formula while forfeiting their recall rights. Employees will have the option of using the standard 2 weeks of per year of service formula while retaining recall rights.  
The severance cap will be permanently adjusted to 34 weeks.