

MEMORANDUM OF AGREEMENT
BETWEEN
TORONTO STAR NEWSPAPERS LTD.
(the "Company" or the "Employer")

- and -

UNIFOR LOCAL 87-M
(the "Union" or "Guild")

WHEREAS:

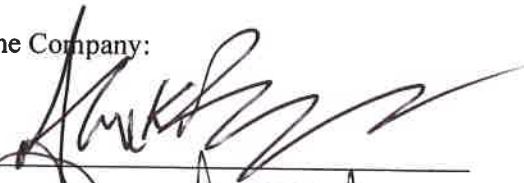
1. The parties have engaged in discussions and negotiations with respect to the renewal of the collective agreement between the parties.
2. In such discussions and negotiations, the Company and the Union have reached agreement on the terms of the collective agreement and other issues as outlined below.

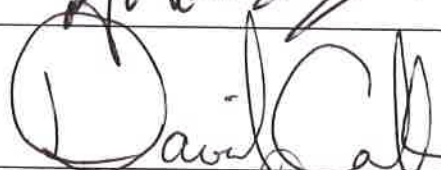
THEREFORE the parties agree as follows:


1. Upon ratification by the bargaining unit, the renewal collective agreement between the parties is amended as set out in Schedule A.
2. The ratification vote shall be conducted not later than March 3, 2017.
3. The Union and its bargaining team agree to unanimously recommend ratification of this Memorandum of Agreement to the membership.
4. Except as noted otherwise, the within terms and conditions become effective upon ratification by the bargaining unit.
5. The parties agree that the within terms and conditions shall be kept entirely confidential and shall not be disclosed by either party or any member of the bargaining unit team except, in the case of the Union, at the ratification vote meeting.

DATED at Toronto this 24th day of February, 2017.


For the Company:










For the Union:










M Andrews



Errors and Omissions excepted.

SCHEDULE 'A'

I. Collective Agreement

Except as set out below, the terms of the January 1, 2013 to December 31, 2016 collective agreement are renewed.

II. Amendments

1. ARTICLE 27 – DURATION & RENEWAL (TERM)

2 years: January 1, 2017 to December 31, 2018.

2. ARTICLE 9 – GENERAL WAGE PROVISIONS & SALARIES

Year 1 – No general wage increase (GWI) in year 1

Year 2 – No GWI in year 2

3. PREAMBLE

Amend date from January 1, 2013, to January 1, 2017

4. ARTICLE 1 – EXCLUSIONS

NEW Article (102) as follows:

Employees in the Torstar.com department, except as provided for in the *Letter of Understanding RE: Terms & Conditions of Employment – Torstar.com Department*.

5. ARTICLE 611 – NO DISCRIMINATION

Amend Article 611 as follows:

The Company agrees to comply with the Ontario Human Rights Code in all respects. The Company also agrees that there will be no harassment of any employee for any reason prohibited by the Code or for lawful union activity. The parties recognize the need to commit to equality and diversity in the workplace and that each employee has the right to dignity, respect and fair treatment. Giving effect to the principle of equal opportunity for women, indigenous people, racialized persons, and persons with a disability, means more than treating persons in the same way and requires remedial or support measures and reasonable accommodation of differences. The parties acknowledge the value of diversity and cross

cultural education for all employees and agree to work together to create a shared understanding of diversity principles and cross cultural awareness in the workplace.

6. ARTICLE 506 – REPRESENTATION & MEETINGS

Amend Article 506 as follows:

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

- a) Informational meetings.
- b) Meetings related to the resolution of grievances.
- c) Meetings related to the negotiation of Collective Agreements.

Meetings specified in (a) above may be held at the request of either party between the Director of Labour Relations (or his or her designate) and any other representative of the Employer designated by him or her, and up to three (3) employee representatives of the bargaining unit. The Local President and the Local Representative of the Union may also attend such meetings. Agreement to meet shall not be unreasonably withheld by either party.

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

With regard to meetings specified in (c) above, the Employer agrees to recognize a bargaining committee appointed by the Union to a maximum of four (4) employee members, including the Unit Chair. The Employer further agrees to meet with such Union Bargaining Committee within the period of time specified in the Ontario Labour Relations Act, or as may be specified in Article 27, for the purpose of negotiation of Collective Agreements.

Whenever possible, the party requesting a meeting as provided in (a) or (c) above shall provide the other with an agenda containing those items to be discussed at least two (2) days in advance of the meeting.

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

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

7. ARTICLE 705 – HOURS OF WORK & OVERTIME

Amend Article 705 as follows:

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

8. ARTICLE 707 – HOURS OF WORK & OVERTIME

Amend Article 707 as follows:

Fifteen minute relief periods are at the discretion of the Employer. In the administration of the relief periods, the Employer is committed to ensure that employees are provided with the meal period described in Article 705 and/or relief periods equal to 1 hour of the 8 consecutive hours described in 701. For clarity, the total combined duration of the meal period and relief periods will not exceed 1 hour in length within 8 consecutive hours.

9. ARTICLE 10 – LEAVES OF ABSENCE

NEW Article 1007: 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 4 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 Company from granting additional time off, with or without pay, for compassionate reasons.

10. ARTICLE 11 – RECOGNIZED HOLIDAYS

Delete Article 1102 (Birthday Holiday)

11. ARTICLE 1401 – EXTENDED HEALTH CARE PLAN

Amend Article 1401 as follows:

The Employer agrees to pay 100% of the cost of the Ontario Health Insurance Plan (effective January 1, 1990 Ontario Health Insurance premiums will be replaced with an annual payroll tax) and of the Supplement thereto, and of the Sun Life Plan for Extended Health Care, such Plan to be revised so as to eliminate deductibles at no additional cost to the employee.

Effective on April 1, 2017, all employees will pay an after-tax deduction for the premium cost for the Extended Health Care Plan. The premium cost sharing arrangement is that full-time employees will pay 25% of the premium cost and the Employer will pay 75% of the premium cost. The premium shall be adjusted annually, commencing on January 1, 2018, by the insurer based on actual plan cost. The Employer's contribution toward the premium cost for part-time employees shall be in accordance with the provisions of Clause (2402).

12. ARTICLE 1404 – DENTAL PLAN

Amend Article 1404 as follows:

...The premium cost sharing arrangements on behalf of regular full-time employees which have the Employer paying 70% of the premium costs with the employee paying 30% of the premium costs shall be maintained during the currency of this Collective Agreement.

The Employer's contribution toward the premium cost for part-time employees shall be in accordance with the provisions of Clause (2402).

13. ARTICLE 15 – RETIREMENT

Delete Articles 1505(a), 1505(b), and 1505(c)

14. ARTICLE 17 – LAYOFF

Amend Articles 1701(b), 1701(d), 1703(a), and 1703(b) by replacing the 90-day notice periods with 45-day notice periods.

15. ARTICLE 2106 – VIDEO DISPLAY TERMINALS

Delete Article 2106

16. LETTERS OF UNDERSTANDING

Letters of understanding are renewed, except such that the parties have agreed to:

- a) ARCHIVE letters of understanding and collective agreement appendices as described in the Memorandum of Agreement RE Supplemental Letters, Unpopulated Classifications and Unpopulated Managerial Exclusions
- b) Effective May 1, 2017, DELETE the *Supplemental Agreement To The Letter Outside Of The Collective Agreement Re Unit Chair and Local Officer*, dated January 25, 2008
- c) ADD new letters of understanding inside the collective agreement (see attached):
 - i. Advertorial Content
 - ii. Torstar.com
 - iii. Voluntary unpaid days off
- d) ADD new letters of understanding outside the collective agreement (see attached):
 - i. Employee Relations Committee
 - ii. Atkinson Foundation Public Interest Journalism Projects
 - iii. Fixed Term Employees

III. ADMINISTRATIVE ITEMS – NOT FOR PUBLICATION

1. The Employer will amend the Sun Life Plan for Extended Health Care as follows:

When a person has reached the combined annual maximum of \$600 for paramedical services, the extended health care plan will pay 100% of the cost, up to \$5,000 per person in a benefit year, for the services of a licensed psychologist or a professional licensed by the College of Registered Psychotherapists of Ontario.

2. The Employer will provide the letter of instructions to managers (previously provided to the Union on February 21, 2017, with document #M4) reinforcing the requirement to schedule shifts of 7 hours work over 8 consecutive hours, inclusive of unpaid meal and relief periods.
3. All references in the collective agreement to CEP will be changed to Unifor.

4. All references to the Southern Ontario Newsmedia Guild will be deleted.
5. The parties agree that the SUB benefit plan described in Article 1005 applies to same sex partners.
6. The CEP Humanity Fund is renamed the “Unifor Social Justice Fund”.
7. The Employer will distribute an orientation package on behalf of the Union as part of its own new employee orientation.
8. The Union will maintain occupancy of its current office space until May 1, 2017. In the meantime, the Company will make its best efforts to find alternative office space for a permanent union office. If it cannot find permanent office space, the Company will, upon request, provide space for Union officials to meet with employees.

Letter of Understanding Outside the Collective Agreement

Date TBD

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

Dear Gary,

RE: Atkinson Foundation Public Interest Journalism Projects

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

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

1. The only terms of the collective agreement that apply to Atkinson Journalists are as set out in this Letter. In the event of a conflict between the provisions of this Letter and the collective agreement, this Letter shall prevail.
2. The Star may hire Atkinson Journalists at the minimum wage rates for the Journalist classification described in Appendix C to the collective agreement and Atkinson Journalists will follow the normal wage progression as described in Appendix C.
3. Atkinson Journalists will not establish seniority under either this Letter or the collective agreement.
4. In the event that an Atkinson Journalist subsequently becomes a regular employee under the collective agreement, the Star will recognize the Atkinson Journalist's date of hire for the purposes of service and seniority for the period of contiguous service up to the date of appointment to permanent status. If an Atkinson Journalist has at least six (6) months of contiguous service prior to being appointed to permanent status, the time actually worked will be considered to be part of the employee's probationary period. An Atkinson Journalist who becomes a regular employee will be subject to the full provisions of the collective agreement.

5. The following articles of the collective agreement will apply to all Atkinson Journalists: Preamble, Article 1 (Exclusions), Article 2 (Jurisdiction & Relationship), Article 3 (Union Membership and Dues Check-Off), Article 4 (Information), Article 5 (Representation & Meetings), Article 7 (Hours of Work & Overtime), Article 10 (Leaves of Absence), Article 11 (Recognized Holidays), Article 12 (Vacation), Article 13 (Short & Long Term Disability), Article 14 (Benefit Plans), Article 1505 (Group Retirement Savings Plan), Article 20 (Expenses), Article 2101-2108 (Health & Safety), Article 2202, Article 2203, Article 2205, Article 23 (Miscellaneous), Article 2508, Article 2509, Article 26 (Grievance Procedure) and Article 27 (Duration & Renewal).
6. In the event of a layoff of regular employees under Article 17, an Atkinson Journalist cannot be displaced by such regular employees exercising their rights under Article 17.
7. An Atkinson Journalist may be hired for a fixed term of up to 5 years.
8. No notice is required for Atkinson Journalists involving termination with cause or on the expiry of the fixed term contemplated in paragraph 7.
9. An employment contract may be extended for an Atkinson Journalist for a specified term and in that case, no notice would be required so long as the Employer did not unilaterally alter the expiry date of the extended term.
10. Other than when an employee is terminated for cause, when the Employer ends the employment of an Atkinson Journalist earlier than the term of the agreed-upon contract contemplated, then termination notice would apply as follows:
 - a. Continuous service of more than 3 months but less than 24 months – 2 weeks' notice or pay-in lieu.
 - b. Continuous service of more than 24 months – 1 week's notice per year of service.
11. Other than when an employee is terminated for cause, when the Employer ends the employment of an Atkinson Journalist earlier than the term of the agreed-upon contract contemplated, then the Atkinson Journalist 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 Employer.

Yours truly,

Alan K. Bower
Executive Director
Labour Relations

Letter of Understanding Inside the Collective Agreement

Date TBD

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

Dear Gary,

RE: Advertorial Content

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

Yours truly,

Alan K. Bower
Executive Director
Labour Relations

Letter of Understanding Inside the Collective Agreement

Date TBD

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

Dear Gary,

RE: Voluntary Unpaid Days Off

This will confirm the agreement reached by the parties during collective bargaining that, during the term of the renewal collective agreement, the Company will invite and encourage employees to request up to 5 days off without pay. For the purposes of administering these requests and leaves of absence, the parties have agreed that such leaves will be granted under the provisions of Article 10.

Sincerely,

Alan K. Bower
Executive Director
Labour Relations

Letter of Understanding Outside the Collective Agreement

Date TBD

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

Dear Gary,

RE: Employee Relations Committee

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

1. The Toronto Star will be represented by the following: (1) a member of the labour relations department or their designate; and (2) one or two operational managers from the department(s) most directly affected by the matters being discussed.
2. The Union will be represented by the following: (1) the Unit Chair or designated local executive; and (2) two employees from the department(s) most directly affected by the matters being discussed.
3. The parties will identify their representatives to one another within 30 days of ratification of the renewal collective agreement.
4. The first meeting will occur within 60 days of the ratification of the renewal collective agreement.
5. The second meeting will take place within 30 days of the first meeting. Except by mutual agreement, all subsequent meetings will occur no less frequently than every quarter thereafter.
6. The agenda for the first meeting will address the specific issues identified in Appendix "A".
7. Agenda items for each meeting will be submitted by each party to one another at least 10 working days prior to the meeting.
8. The Employer's representatives will be responsible for taking and distributing minutes of each meeting.
9. The Committee constitutes how the parties have agreed to administer the "informational meetings" described in Article 506. Any department-specific union-management committee that

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

10. The Committee will set its own administrative rules including, but not limited to: the order in which the issues identified in Appendix "A" will be addressed; maintaining a formal record of discussions; and documenting agreed-upon follow-up activities.
11. The Committee will be responsible for making written recommendations to senior managers.
12. There will be no reprisal, threats of reprisal, or penalty imposed on any employee arising from her or his participation in the Committee.

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

Yours truly,

Alan K. Bower
Executive Director
Labour Relations

Appendix A - Agenda Items

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

Letter of Understanding Inside the Collective Agreement

Date TBD

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

Dear Gary,

RE: Terms & Conditions of Employment – Torstar.com Department

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

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

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

I. Application of the Collective Agreement Terms

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

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

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

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

1. PROBATION PERIOD

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

2. POSTING

- a) A vacancy occurs when an employee resigns, retires, dies, is promoted, transferred to another classification and/or department, is dismissed, when an additional employee is to be hired, or when a position in the bargaining unit in the department is established. A change in job title, where the job function and the core duties remain the same, does not constitute a new position under this clause. The Employer retains the right not to fill a vacancy.
- b) The Employer will post notice of all vacant positions within the bargaining unit in the Torstar.com department for a period of 7 calendar days and agrees to consider an application from any bargaining unit employee desiring to apply to the vacant position.
- c) The Employer is under no obligation to interview any candidate who does not meet the minimum standards or qualifications of the position.
- d) The Employer will select the applicant that it deems to be the best qualified applicant on the basis of skills, experience, ability, educational qualifications, training and reliability. The Employer may select a candidate from outside the bargaining unit, provided that such candidate is the best qualified applicant.
- e) Notwithstanding paragraph 2(b) above, the Employer may hire qualified candidates who previously applied for a vacancy in the same classification provided that a job competition was held during the previous twelve (12) months following the closing date of the posting. The Employer in these circumstances is not required to post the vacancy or new position. Where the Employer uses this provision, it shall notify the Torstar.com department steward, seven (7) working days prior to filling the vacancy or new position.
- f) This Article does not apply to temporary job assignments.
- g) Nothing herein precludes an employee in a classification in the Torstar.com Department from applying for a position posted under article 8 of the collective agreement.

3. PART-TIME EMPLOYEES

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

- b) Part-time employees are not covered by Article 10 (Leaves of Absence, except as provided by law) or 11 (Recognized Holidays) of the collective agreement.
- c) Vacation entitlement and public holiday pay shall be governed by the provisions of the Employment Standards Act, 2000.
- d) For the purposes of determining a part-time employee's wages, the weekly wage of the classification shall be divided by 35 and then multiplied by the number of hours worked by the part-time employee in a week.

4. LAYOFFS

- a) When it is determined by the Employer that a reduction in the workforce is necessary, not less than forty-five (45) days' notice shall be given to the Union and the employees affected.
- b) Layoffs of any employee(s) within any classification shall be based upon reverse seniority provided the remaining employees, at the discretion and determination of the Employer, have the required skills, experience, ability, educational qualifications, training and reliability to perform the work.
- c) Within the notice period mentioned above, the Employer shall consider requests for voluntary resignations from other employees in classification affected by the layoff. If approved, such employee(s) shall be paid the amount of severance pay provided below.
- d) Prior to requiring a layoff, the affected employee(s) shall be offered the opportunity to be placed into any bargaining unit vacancy for which, at the discretion and determination of the Employer, the employee has the required skills, experience, ability, educational qualifications, training and reliability.
- e) An affected employee may bump the most junior employee in an equivalent or lower classification provided the position is held by a more junior employee and provided the employee has, at the discretion and determination of the Employer, the required skills, experience, ability, educational qualifications, training and reliability. Any employee wishing to bump must do so within one week of receiving a notice of layoff.
- f) An employee who bumps will assume the pay rate of the position in the equivalent or lower classification.
- g) The employee so displaced may exercise a similar right to bump in accordance with section 4(d) within one week, or the employee may elect to take severance pay equal to that provided for below.
- h) Recall of laid off employees to available vacancies in their previously held classification shall prevail over section 2 (Posting). Affected employees shall be offered reinstatement to employment in the classification held prior to layoff on the basis of seniority, in reverse order of their layoff, provided that, at the discretion and determination of the Employer, they have the experience, ability, educational qualifications, training and reliability to perform the available work. Notification of recall shall be by letter addressed to the employee's last known address on the Employer's records

with a copy sent to the Union. The recall rights will not extend for a period longer than twelve (12) months.

- i) During layoff and while an employee maintains recall rights, seniority shall not be broken but shall not accrue.
- j) Full-time employees may bump part-time employees subject to the restrictions and provisions set out in paragraph 5(e) above. Part-time employees may not bump full-time employees.
- k) Any period of employment for which severance pay has actually been paid, shall not be counted as service in calculating the amount of severance pay which may again become due after reinstatement to employment or in the calculation of eligibility for any other benefits based on length of service.
- l) Employees who have been laid off and maintain recall rights will be eligible to apply for any posting under section 2(b).

III. Torstar.com Classifications & Salaries

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

<u>Classification</u>	<u>Annual Pay</u>		
	<u>Start</u>	<u>After 18 mos.</u>	<u>After 30 mos.</u>
Designer	\$ 56,443	\$ 60,931	\$ 66,403
Digital Producer	\$ 56,443	\$ 60,931	\$ 66,403
Video Producer	\$ 56,443	\$ 60,931	\$ 66,403
Tablet Producer	\$ 56,443	\$ 60,931	\$ 66,403
Tablet Content Editor	\$ 46,952	\$ 50,685	\$ 55,238
Visuals Specialist	\$ 46,952	\$ 50,685	\$ 55,238
Video Editor	\$ 46,952	\$ 50,685	\$ 55,238
Video Posting Assistant	\$ 33,128		
Social Media Assistant	\$ 40,000		

Letter of Understanding Outside the Collective Agreement

Date TBD

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

Dear Gary,

RE: Fixed Term Employees

This letter will confirm the parties' agreement reached during collective bargaining that the Employer may employ Alex Ballingall, Alysha Hasham, and Marco Oved the "Fixed Term Employees" on the following terms and conditions of employment:

1. The Star will pay the Fixed Term Employees, at the minimum wage rates and in the departments described Appendix C to the collective agreement.
2. A Fixed Term Employee will be deemed to have been hired for a term not to exceed two years from the date of ratification of the collective agreement. In the event that a Fixed Term Employee's employment exceeds this two year term, such employee will become a regular employee and subject to the full terms of the collective agreement.
3. Fixed Term Employees will not establish seniority under either this Letter or the collective agreement.
4. In the event that a Fixed Term Employee subsequently becomes a regular employee under the collective agreement, the Star will recognize the Fixed Term Employee's date of hire for the purposes of service and seniority for the period of contiguous service up to the date of appointment to permanent status. If a Fixed Term Employee has at least six (6) months of contiguous service prior to being appointed to permanent status, the time actually worked will be considered to be part of the employee's probationary period. A Fixed Term Employee who becomes a regular employee will be subject to the full provisions of the collective agreement.
5. The following articles of the collective agreement will apply to all Fixed Term Employees: Preamble, Article 1 (Exclusions), Article 2 (Jurisdiction & Relationship), Article 3 (Union Membership and Dues Check-Off), Article 4 (Information), Article 5 (Representation & Meetings), Article 7 (Hours of Work & Overtime), Article 10 (Leaves of Absence), Article 11 (Recognized Holidays), Article 12 (Vacation), Article 13 (Short & Long Term Disability), Article 14 (Benefit Plans), Article 1505 (Group Retirement Savings Plan), Article 20 (Expenses), Article 2101-2108 (Health & Safety), Article 2202, Article 2203, Article 2205, Article 23 (Miscellaneous), Article 2508, Article 2509, Article 26 (Grievance Procedure) and Article 27 (Duration & Renewal).

6. For the purposes of layoffs only, the three fixed term employees will have seniority dates calculated as commencing one year after their initial contract was signed. Fixed term employees will be terminated during general layoffs based on this seniority date.
7. No notice is required for Fixed Term Employees involving termination with cause or on the expiry of the fixed term contemplated in paragraph 2.
8. Other than when an employee is terminated for cause, when the Employer ends the employment of a Fixed Term Employee earlier than the fixed term contemplated in paragraph 2, then termination notice would apply as follows:
 - a. Continuous service of more than 3 months but less than 24 months – 2 weeks' notice or pay-in lieu.
 - b. Continuous service of more than 24 months – 1 week's notice per year of service.
9. Other than when an employee is terminated for cause, when the Employer ends the employment of a Fixed Term Employee earlier than the term of the agreed-upon contract contemplated, then the Fixed Term 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 Employer.
10. This letter is without prejudice or precedent. The terms of employment will not apply to any future employees hired under Article 25. For such employees, the full terms of Article 25 will apply.

Yours truly,

Alan K. Bower
Executive Director
Labour Relations

MEMORANDUM OF AGREEMENT

BETWEEN

TORONTO STAR NEWSPAPERS LTD.

(the “Company” or the “Employer”)

- and -

UNIFOR, LOCAL 87-M

(the “Union”)

RE: Supplemental Letters, Unpopulated Classifications and Unpopulated Managerial Exclusions

During bargaining in 2017 for the renewal of the collective agreement between the parties, the following agreements were reached:

1. The following letters, appendices and/or memoranda of agreements and/or supplemental agreement and/or memoranda (the “Letters”) will be removed from the collective agreement:

1. Letter of Understanding Regarding Cross Selling Initiatives
2. Letter of Understanding Regarding Service Verifiers
3. Letter of Understanding Regarding Zoning of Classified Advertising
4. Letter of Understanding Outside of the Collective Agreement Regarding Training – Career Development in Advertising
5. Letter of Understanding Outside of the Collective Agreement Regarding Advertising Job Competition Protocol
6. Letter of Understanding Regarding Crew Managers
7. Letter of Understanding Regarding ONDM Home Delivery
8. Letter of Understanding Regarding Pre-Publishing Department (formerly Imaging and Pre-Press Departments)
9. Letter of Understanding Regarding Flexible Work Schedule (2nd letter)
10. Attachment Appendix “D” Performance Based Incentive Plan
11. Attachment Appendix “E” Commission Salesperson Classifications
12. Attachment Appendix “F” Dispute Resolution Procedure PBIP and Commission Salesperson Classification
13. Historical Supplemental Agreements and Letters:
 - a. Regarding Shared Work Arrangement
 - b. Regarding Living Agreement RE CIA Shared Work Agreement
 - c. Regarding CIA Imaging Area-Bargaining Work
 - d. Regarding PDF Workflow
 - e. Regarding AD Builder Jurisdiction
 - f. Regarding CIA Agreement GICU, Local 500M & Guild 87M
 - g. Regarding PODS
 - h. Regarding A.M. Designated District Representatives
 - i. Regarding Terms & Conditions of Employment for Community News Reporters
 - j. Regarding TSTV Feed
 - k. Regarding Delivery, Realty, and Inserters

1. Regarding Groupings and Titles

These Letters will be retained by the parties for the purposes of the following:

- (a) in the event either party needs to establish the historical record applicable to a particular clause in the collective agreement; or,
- (b) the matter which is the subject matter of a Letter becomes relevant again in the future to the working conditions or terms of employment for bargaining unit employees under the collective agreement.

2. The following classifications will be deleted from the collective agreement:

Department	Group	Classification
Advertising	1	Group Supervisor and Supervisor
	2	Senior Salesperson
	3	Advertising Salesperson
	3A	Head Service Representative
	3B	Commercial Telephone Salesperson
	3C	Training Room Instructor, Coordinator-Classified, and Administrator-Auctions
	3E	Special Sections Administrator
	4	Assistant Supervisor
	5	Head Traffic Clerk, Senior Sales Coordinator, and Advertising Production Coordinator
	5A	Head Copy Processor
	6	Service Representative
	6A	Head Graphic Clerk
	6B	Assistant Head Copy Processor and Intermediate Advertising Sales Coordinator (excluding Internet)
	6C	Ad Taker
	6D	Pre-Publishing Technician
	6D	Ad Builder
	6E	Intermediate Advertising Sales Coordinator-Internet and Intermediate Advertising Sales Coordinator-Auctions
	7	Admarc Coordinator, Head Copy Censor and Service Coordinator
	8	Advertising Production Clerk and Advertising Sales Coordinator
	8A	Copy Processor
9	Traffic Clerk, Graphic Clerk and Advertising Service Clerk	
9A	Secretary-Stenographer	
10	Switchboard Operator and Assistant Copy Censor	
11	Cut Clerk	
11A	Stenographer-Typist – Advertising	
12	Advertising Clerk	

Department	Group	Classification
	13	Junior Clerk and Clerk-Typist
	14	Assistant Clerk
	15	Office Messenger
	16	Service Verifier
Audiotex	1	Audiotex Coordinator
	2	Audiotex Technician
Circulation – Office Division	1	Group Supervisor
	1A	Supervisor
	1B	Senior Coordinator CSR
	1C	Circulation Accounts Coordinator
	1D	Administrative Coordinator
	1E	Customer Service Representative
	1F	Senior Clerk, Senior Clerk Single Copy, and Senior Clerk Traffic
	2	Circulation Traffic Clerk
	3	Secretary-Stenographer
	4	Stenographer-Typist
	5	Intermediate Clerk
	6	Summer Customer Service Representative
	7	Clerk Typist and Junior Clerk
	8	Office Messenger
Circulation – Outside Sales Division	A	Supervisor
	B	Senior District Representative
	C	Country Traveller and Circulation Assistant
	D	City Traveller
	E	Designated Assistant District Representative
	F	Zone Assistant
	G	Zone Office Clerk
	H	Public Service Representative – NIE
Creative Communications	1	Art Director
	1A	Assistant Art Director
	2	Senior Representative
	2A	Artist
	3	Representative
	4	Intermediate Artist
	4A	Secretary-Stenographer
	5	Assistant Representative
6	Clerk	
7	Junior Clerk and Clerk-Typist	
Editorial	1B	Page Editor
	1C	Chief Photographer, Editorial Cartoonist, Editorial Writer, Head Copy Editor, Photo Assignment/Picture Editor, Starweek Editor and Travel Editor
	1D	Assistant City Editor, Associate Sports Editor, Ontario Editor, Photo Assignment Editor, Associate Travel Editor, and Special Sections Editor

Department	Group	Classification
	1E	Assistant Art Director, Assistant Entertainment Editor, Assistant Features Editor, Assistant Foreign Editor, Assistant Life Editor, Assistant National Editor, Assistant Sports Editor, Book Editor, Children's Page Editor, Fashion Editor, Food Editor
	1F	Editor
	1G	Copy Editor
	3	Art Room Supervisor, Reporter, Photographer, Artist, Designer, Picture Editor, and Assistant Supervisor Electronic Imaging
	3A	Editorial Systems Support Specialist
	3B	Production Coordinator
	3C	Technician Electronic Imaging
	3D	Graphics Researcher and TSS Library and Research Specialist
	3E	Make-Up Assistant-What's On and Starweek Coordinator
	4	Star Probe Researcher
	4A	Assistant Library and Research Specialist
	5	TSS Sales Assistant
	5B	Syndicate Accounting Clerk
	6	Syndicate Sales Coordinator
	9	TSS Clerk-Typist
10	Office Messenger	
Finance and Administration	3	Senior Customer Accounts Representative
	3C	Research and Communications Representative
	3D	Senior Clerk – Research and Communications
	3E	Senior Clerk Transient
	4B	Secretary-Stenographer
	4C	Stenographer-Typist
	5	Mimeograph-Multilith Operator and Inside Credit and Collection Clerk
	6A	Junior Accounts Clerk
	7	Accounts Payable Clerk, Junior Records Clerk, and Junior Cashiers Clerk
	8	Junior Clerk
9	Office Messenger	
10	Assistant Supervisor	
Finance and Administration Data Processing	1	Senior Programmer
	1A	Group Supervisor
	2	Senior Supervisor
	3	Supervisor Data Processing
	4	Intermediate Programmer
	4A	Lead Operator
	4B	Assistant Supervisor Data Processing
	5	Junior Programmer
	6	Senior Computer Operator
	7	Senior Clerk Data Processing
	7A	Computer Operator
	8	Senior Key punch Operator
8A	Secretary-Stenographer	

Department	Group	Classification
	9	Programmer Trainee and Junior Computer Operator
	9A	Stenographer-Typist
	10	Keypunch Operator
	11	Intermediate Clerk and Machine Tender
	12	Clerk-Typist
	13	Office Messenger
Newspaper Layout Department	1	Assistant Manager Newspaper Layout and Senior Layout Person
	2	Intermediate Layout Person
	3	Layout Coordinator
	4	Junior Layout Person
Public Relations and Promotion	1	Newspaper-in-Education Coordinator and Senior Coordinator, Public Relations and Promotion
	3	Supervisor Public Service Bureau
	4	Public Information Representative
	4A	Secretary-Stenographer
	5	Assistant Public Service Representative and Assistant Supervisor Public Service Bureau
	5A	Public Service Bureau Clerk
	6	Plant Tour Guide
	7	Junior Public Information Representative
8	Junior Clerk and Clerk Typist	

It is agreed that in the event the Company, in the future, introduces again any one or more of the above classifications, the Union retains the bargaining rights with respect to such classification.

3. Unpopulated Managerial Exclusions

The following managerial exclusions will be deleted from the collective agreement:

Article 102

Sheet Metal Workers, Machinists and Electricians in the Delivery-Garage Department covered by other Unions.

Article 104

Circulation Marketing Systems Analyst, Traffic Analyst, Home Delivery Manager (2), Distribution & Traffic Manager, Single Copy Operations Manager, Single Copy Operations Manager, Zone Manager (2), Assistant Circulation Manager – Sales, Subscriber Services Manager, Retail Sales & Promotions Manager, Sales & Marketing Manager, Circulation Business Solutions Manager.

Article 105-A

Data Processing Manager, Manager – Technical Support & Data Processing, Senior Operations Administrator (2), Intermediate Operations Administrator.

Article 107

Sales & Marketing Manager, Assistant Distribution Manager, and Distribution Coordinator (7).

Article 108

Group Director Advertising, Finance & Administration, Group Advertising Director (5), Service Manager, Divisional Controller - Advertising, Advertising Sales Manager (13), Group Service Manager, Assistant Service Manager (2), Assistant Manager, Advertising Systems, Classified Manager (3), Advertising Financial Administrator, Managing Director, Advertising Effectiveness, Assistant Manager, Classified Marketing & Strategy, Assistant Manager, Advertising Finance, Internet Sales Manager.

Article 112

One Administrative Assistant to each of the following: Editorial Page Editor, Saturday Editor, Deputy Managing Editor, Assistant Managing Editor – Administration, City Editor, Public Editor, Sunday Editor, Secretary/ Supervisor, Advertising Manager, Deputy Advertising Director, Circulation Manager – Provincial, Circulation Sales & Marketing Manager, Distribution Service Manager, Director of Advertising (2), Group Advertising Director (2), Advertising Financial Assistant Manager, Advertising Manager

Article 112A

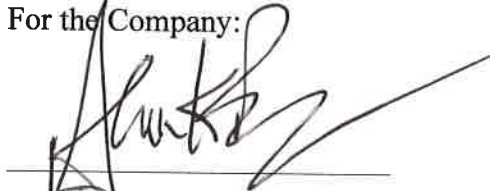
Assistant Manager-Central Imaging, Manager – Central Imaging, Assistant Manager Imaging, Assistant Manager Imaging: Quality and Projects.

It is agreed in the event that the Company introduces any one or more of the above managerial positions in the future, such will remain excluded from the collective agreement.

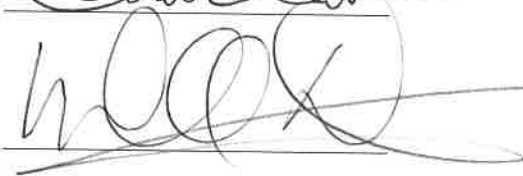
4. During the term of the renewal collective agreement, the parties will review the collective agreement for references that are specifically and exclusively related to classifications that are identified in part 2 above. If the parties agree that the administration of the collective agreement is enhanced by removing such references from the collective agreement and archiving them in a historical record similar to those contemplated herein, they may agree to do so.

DATED at Toronto this 24th day of February, 2017.


For the Company:

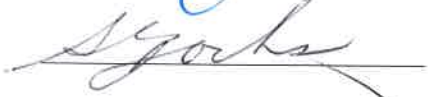


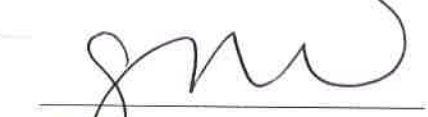
David Cal




For the Union:









M Andrews

February 24, 2017

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

Dear Gary:

Re: Accrued Vacation Pay

During negotiations for renewal of the collective agreement in 2017, the Company advised the Union that the practice of allowing employees in the bargaining unit to carry over their vacation days in order to increase their vacation in the subsequent year would cease immediately.

The parties have agreed to settle any issues relating to any employee's vacation pay entitlements accrued on or before December 31, 2016, on the following terms:

1. Employees listed on the attached Schedule "A" are those employees with accrued vacation pay entitlements.
2. Employees must use their accrued vacation entitlement described in Schedule A prior to the termination of their employment.
3. For an employee who has more than thirty (30) days accrued entitlement and to facilitate the use of such an employee's vacation prior to the termination of their employment, the employer will:
 - i. Perform a rigorous inquiry of the veracity of its records and may require the employee to provide evidence in support of that inquiry.
 - ii. An employee's manager may schedule an employee's vacation at a time of the manager's determination. In such case, the manager may schedule such employee's vacation in a block of time up to 12 consecutive weeks at a time.
 - iii. An employee who has 25 or more years of service and has not banked vacation as per Article 12.07 or has not banked 2 weeks per year may do so up to their allowed entitlement.
4. Any balance remaining in an employee's accrued vacation entitlement shall be paid out to the employee in a lump sum (less necessary deductions and withholdings) on the termination of their employment.

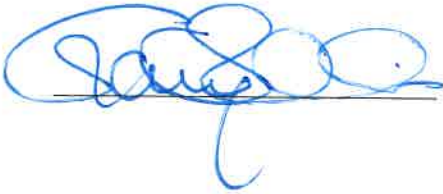
For clarity, this agreement does not affected fifth and sixth weeks of vacation that were previously banked under Article 1207.

Yours truly,



Alan K. Bower
Executive Director, Labour Relations

For the Union:



Schedule "A"

See names (attached).

Employee Name

Smith, Doug

DiManno, Rosie C

Cribb, Robert

Howell, Peter

Tyson, Philip L

Olive, David

Griffin, Richard P

Zwolinski, Mark

Howarth, Scott

Gutteridge, Adam

Ohayon, Jon

Bishop, Robert L, Bob

Wong, Tony

Colbourn, Glen R

Potter, Mitchell W, Mitch

Melchiori, Sabrina V

Fraser, Garnet G

Merante, Nello

McGran, Kevin

Campbell, Morgan

Coyle, James, Jim

Van Der Voort, Jane

Feschuk, David

Russell, Steven J, Steve

MacCharles, Tonda

Keung, Nicholas

McLean, Jesse

Shephard, Michelle

Meeson, Andrew

Rankin, Jim

Leyland, Lorraine

Hall, Gerald J, Joe

Wells, Jennifer

Gjorkes, Steve

Benzie, Robert J

Sznajder, Richard T

Robertson, Kate

Gillespie, Kerry M

Lange, Astrid

Zlomislic, Diana B
Bruser, David
Lautens, Richard G
Donovan, Kevin J
Ferguson, Robert
Poisson, Jayme L
Fernandes, Peter
Costanza, Celestina, Tina
Cohn, Martin Regg
Woods, Allan
Kennedy, Brendan
Weil, Bernard
Hebert, Chantal
Pereira, Tania
Phillips, Catherine A
Hughes, Brian
Rayner, Ben
Kalinowski, Tess
Willoughby, Serena
Menon, Vinay
Wilson, Kelsey L
Oved, Marco C
Mudhar, Raju J
Fallah Hemmatabad, Danyal
Yang, Jennifer
Talotta, Vince
Gallant, Jacques
Jiang, Boen
Wright, Lisa
Monsebraaten, Laurie
Campion-Smith, Bruce
Rushowy, Kristin
Liu, Karon
Welsh, Moira
Shortt, Amber
Raposo, Teresa
Allen, Kathleen, Kate
Himelfarb, Jordan M
Martinec, Glynis S
Mathieu, Emily
Grant, Robin A, Rob

Bain, Jennifer
Collins, Anthony
Armstrong, Laura M
Menzies, Mishelle P
Shute, Taylor Ellis
Madonik, Rick
Achi, Georges
Hluchy, Patricia
Risling, Randy L
Rider, David
Teo, Mark
Paradkar, Bageshree, Shree
Spurr, Ben F
Kopun, Francine
Hanna, Chris Abboud
Henry, Michele
McKnight, Zoe A
Wallace, Kenyon
Brimbecom, Barry
Yeo Boland, Debra
Laskaris, Kathryn
Plavsic, Sara A
Cai, Lucy Jing
Grewal, San
Dundas, Deborah
Tubb, Ed, Edward A.L.
Goffin, Peter J
Beeston, Laura
Lalani, Azzura
Alam, Hina
Williams, Joel I
Fatima, Sahar
Isenberg, Jodi H
Bates, Andrew R
Wallace, Andrew
Boyle, Theresa
Grzincic, Natasha
Del Giallo, Sarah L
Sabino, Maria, Maria Colosimo
Brett, Susan M
Sivalingam, Mohanathas, Mohan

Ballingall, Alexander T
Liu, Chen-Yu, Brian
Carter, Matthew
Hudes, Sammy, Samuel
Dolski, Megan
Jackson, Anne-Marie
Sasikumar, Anchana
Rubin, Josh
Forani, Jonathan R
Berge, Aaron D
Fryer, Timothy E, Tim
Bradley, Brian J
Powell, Betsy E
Hasham, Alyshah
Galvez, Maribeth S, Beth
Black, Tracey A
Beer, David
Bray, James H, Jim
Ho, Patrick
Mallick, Heather
Walkom, Thomas
Hunter, Paul L
Cyr, Denis
Siekierska, Alicja
Yiu, Henwick W
Andrews, Melissa
Sountharanayagam, Christin J