

LETTERS OUTSIDE OF THE COLLECTIVE AGREEMENT

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

- and -

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA,
LOCAL 87-M, SOUTHERN ONTARIO NEWSMEDIA GUILD**
(the “Union”)

March 6, 2013 – March 5, 2016



**LETTER OUTSIDE THE COLLECTIVE AGREEMENT and NOT FOR
PUBLICATION IN THE COLLECTIVE AGREEMENT**

April 30, 2010

John Orr
Unit Chair
CEP Local 87M
Metro Toronto

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 OUTSIDE THE COLLECTIVE AGREEMENT

May 3, 2010

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

Re: Re: Advertising Compensation Consultation Committee (ACCC)

The parties have agreed to establish an Advertising Compensation Consultation Committee (ACCC), which committee will consist of the following:

- (i) Two (2) members of management; and
- (ii) Three (3) members of the bargaining unit.

ACCC will meet at least three (3) times per year to discuss any issues or concerns raised by the Company or the Union with respect to an advertising salesperson compensation plan or plans. ACCC will meet annually in September to conduct:

- (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.

In the event the Company is contemplating a change or changes to any sales compensation plan or plans, and such change has not been discussed at an ACCC meeting, the Company shall provide the Union with not less than thirty (30) days notice of the proposed change or changes.

In the event of any change to any sales compensation plan or plans, the Company:

- (i) will consider a number of factors which may include: 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. In the event a change is being contemplated, the Company will provide such data to the change to the Union and to impacted Advertising Salespersons;

- (ii) will meet with the Union and impacted employees for the purpose of obtaining input with respect to structure of the compensation plan;
- (iii) will provide any changes to the compensation plan to all employees and to the Union. In advising of the changes, the Company will also provide the rationale for the change to the plan; and,
- (iv) will provide an impacted employee with not less than four (4) weeks notice of the change to the impacted employee's compensation plan.

Yours truly,

Ruth Estwick
Operations and HR Manager



Letter Outside the Collective Agreement

April 28, 2010

John Orr
Unit Chair
CEP, Local 87M

Dear John

Re: Postings in Editorial for Copy 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,

Ruth Estwick
Operations and HR Manager



**LETTER OUTSIDE THE COLLECTIVE AGREEMENT AND NOT FOR
PUBLICATION IN 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:

<u>Employee Name</u>	<u>Start Date (Metroland)</u>	<u>Start Date (Metro)</u>
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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 OUTSIDE THE COLLECTIVE AGREEMENT AND NOT FOR
PUBLICATION IN 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



April 9, 2010

John Orr
Unit Chair
CEP Local 87M
Metro Toronto

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 a 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**

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

Dear Howard:

Re: Retirement Savings Plan

Effective upon ratification, the Employer will introduce a defined matching contribution retirement savings plan for employees in the bargaining unit.

Employees may participate in the defined matching contribution retirement savings plan. The Employer will match an employee's contributions as follows:

- (i) From the date of ratification to March 5, 2014: the Employer will match an employee's contribution to the plan to a maximum of one-half (0.5) percent of annual base salary;
- (ii) Effective March 6, 2014: the Employer will match an employee's contribution to the plan to a maximum of one (1) percent of annual base salary; and,
- (iii) Effective March 6, 2015: 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.

For the purposes of this letter, annual base salary does not include commission payments but does include any base salary paid above the minimum salary for a classification (as set out in the collective agreement).

New hires will not be eligible to participate in the plan until they reach three (3) months service.

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