



SCHEDULE 'B'

**DOES NOT FORM PART OF THE COLLECTIVE AGREEMENT AND
NOT FOR PUBLICATION IN THE COLLECTIVE AGREEMENT**

METRO TORONTO

EDITORIAL POLICY

Metro Toronto editors or reporters shall bring to the attention of the Editor-in-Chief, in advance of publication, any columns, editorials, or other expression of opinion dealing with subjects of sex, religion and politics to enable the Editor-in-Chief to ensure that such columns, editorials, or other expression of opinion meet accepted community standards, are not inflammatory in nature or of questionable use.

By-Line or Credit Line Use

An employee's by-line or credit line shall not be used over his or her protest if the basis of his or her protest is related to editorial content. Whenever substantial changes are made in an employee's story, an effort will be made to discuss the changes before publication of the story, failing which the by-line shall not be used. For clarity, if after discussing the changes, the employees and Company do not agree on the changes, the employee's by-line will not be used.

Activities Outside of Working Hours

An employee shall be free to engage in any activities outside of working hours provided that the Employer may:

- (1) restrict such activities if they consist of service performed in direct competition with the media properties of the Company, unless the employee receives prior authorization from the Company. Such authorization shall not be unreasonably withheld. For clarity, this clause applies to staff in relation to editorial content for the paper.
- (2) restrict such activities if they result in any conflict of interest and do not exploit the employee's connection with the Company or do not associate the Company with any particular group.

Employees shall advise the Company of any story ideas or articles written by employees on their own time that may be suitable for publication by Metro. Should Metro wish to publish such a story or article, the employee and Company may agree on terms and conditions for such publication. Employees who decided to contribute freelance are not entitled to be paid extra salary or wages unless the payment is agreed to in advance by the Company. If the Company does not accept the story idea or article, the employee may submit it to a non-competing publication. The employee must confirm with the Editor-in-Chief whether the publication is a non-competing publication. The Company agrees

that it will provide working time or overtime for staff who are writing freelance stories or columns that have been requested directly by the Company. The Company shall have the right to select what stories or columns it wishes to publish and determine a reasonable period of work time to be provided or whether overtime is provided. The Company is not obligated to provide working time to staff who wish to write a freelance piece that has not been requested by the Editor-in-Chief. Freelance by staff shall be purely voluntary. No employee shall be required to produce content for publication in the newspaper, save and except reporters/photographers.

Libel, Civil or Criminal Actions

The Company will provide legal counsel of its choice for the defence of an employee facing a libel or related civil action or criminal charges as a result of work published by the Company or an act of any employee in the performance of a job function, provided that the employee has acted responsibly and within the scope of employment.

If an employee is provided with legal counsel as noted above, said employee shall not suffer loss of wages or benefits as a result of time off work to attend court. **AGREED JULY 27**

Corrections, Apologies and Letters to the Editor

Except where libel or legal action has been threatened or appears probable, the Company will not publish a correction or apology in respect of an employee's work until a reasonable effort has been made to discuss the matter with the employee. To do this the Company shall attempt to contact the employee by telephone at home and at work. It shall be the responsibility of the employee to provide the necessary telephone numbers. Nothing in this paragraph prevents the Company from publishing a correction or apology where the employee has not acted responsibly, within the scope of employment or where the employee has failed to verify the accuracy of facts in the story.

An employee, upon request of the Company, shall be required to give up custody of and disclose to the Company, all knowledge, information, notes, records, documents, films, photographs or tapes relating to his employment together with the source thereof, such material being the property of the newspaper. Except in the case of a court order, the Company agrees not to release same to any other person without first discussing with the employee the reason for its release.

Promotional and Advertorial Content

As of the date of ratification, the Company's policy is that editorial staff at Metro Toronto shall not be required to create promotional or advertorial content, with the exception of in-house promotional materials. The laying out of pages or handling of advertorial content shall not be covered by this paragraph. The Company may require employees to create in-house promotional materials. Where Special Sections requires editorial content related to advertising, such content shall not be considered advertorial where the reporting follows similar guidelines to that of Metro's papers.

Copyright

The Company has the full right to use and/or re-use, in any manner, form or medium that the Company chooses, all material produced for the Company by the employees during their employment with the Company.

The Company reserves the right to amend this policy.



SCHEDULE 'C'

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POLICY ON EXPENSES

Metro Toronto shall reimburse employees for all authorized expenses reasonably incurred in the course of their employment. Unauthorized expenses or expenses that are unreasonable and excessive may not be paid.

Expenses

Expense reports must be filed within one month of incurring the expenses (e.g. January expenses must be submitted prior to the end of February). This allows better monitoring of expenses and provides more timely processing. Approved expenses shall be paid out on the pay cheque following the date the expenses are submitted and approved.

All expenses must be submitted on the claim form required and must include the following information:

- Name and department
- Date of expense
- Description of expense (please ask if you are not sure how to describe expenses)
- Entertainment expenses must include the name of the person(s) taken out and the company for which they work. This includes internal or external meetings.
- Parking expenses must include the name of person(s) and company that you are visiting and address
- Taxi expenses must include the to/from location
- Accurate GST amounts, where applicable.

Failure to provide the information required may result in the nonpayment of expenses. Failure to submit expenses within the timeframe set out above may result in nonpayment.

Expense reports must be submitted for approval by the Department Head and Controller for payment.

Employees who are traveling by train or air and who require out of town accommodation should speak to their Department Head and the Controller prior to the travel date, and as soon as she is aware of the need to travel, to arrange for payment of transportation and accommodation by Metro or an advance to cover those costs. Other expenses incurred with respect to such travel that are within the policy must be submitted for reimbursement. An employee may request an advance for the cost of taxis and meals of no more than \$75/day.

Meal Allowances

The Company agrees to pay up to \$50 (Cdn) per day for meals when an employee is on an out of town assignment.

Kilometres

The Company will pay mileage for authorized travel at a rate of \$0.43/km as of the date of ratification. This rate shall be adjusted in order to be within 10% of the CRA taxable mileage rate on an annual basis.

Cellphones

The Company will provide a blackberry cellphone to each Advertising Salesperson under the following plan:

The Company will pay for basic service and will pay for all business calls and incidental personal calls between 6 a.m. Monday and midnight Friday. Employees will be responsible to pay for calls between midnight Friday and 6 a.m. Monday.

Reporter/Photographers will be eligible for a \$75/month cellphone allowance.

All invoices and bills for cellphones must be submitted for approval and payment to management.

The Company reserves the right to amend this policy.

Schedule “D”

Intern Policy

1. Reporting: There shall be a maximum of 2 Reporter Interns from different journalism schools at any one time for a maximum of 6 weeks. Each intern will work with a different copy editor. The parties agree that these time periods may be amended to reflect the course requirements.

 Training and supervision shall be the responsibility of the Managing Editor or their designate.

2. Copy Editing: There shall be a maximum of 2 Copy Editor Interns at any one time for a maximum of 6 weeks. The parties agree that these time periods may be amended to reflect the course requirements. Training and supervision shall be the responsibility of the Managing Editor or their designate.

3. Proof Reading: There shall be a maximum of 3 Proof Reader Interns at any one time for a maximum of 6 weeks. The parties agree that these time periods may be amended to reflect the course requirements. Training and supervision shall be the responsibility of the Managing Editor or their designate.

4. Other Departments In the event that the Company wishes to utilize Student Interns in other areas, the Union agrees to meet to discuss the appropriate levels and time periods.

With the consent of both parties, the limitations above may be exceeded in special circumstances, such as election coverage. Consent will not be unreasonably withheld.

In the event of a significant increase or decrease in business, the parties will meet to discuss appropriate changes to the above limits.

The employer shall not retain Interns for the purpose of replacing full time or part time staff. If a full time or part time employee is on layoff with recall rights, interns may complete their term but no new intern will be taken on while employees are on recall.

The Intern Program shall be reviewed on an annual basis by the Union/Management Committee.



ABSENCES DUE TO SICKNESS OR INJURY PROTOCOL

It is the goal of Metro Toronto to promote and provide assistance for its employees who are sick or injured and which sickness or injury affects their ability to attend work and maintain regular attendance at work.

Employees who are absent due to sickness or disability are obligated to provide sufficient medical documentation in order to support their absence and assess eligibility for sick paid days. Metro Toronto provides up to seven sick paid days per calendar year for employees that are unable to work due to sickness or injury. In addition, employees who are absent from work and in receipt of short-term disability (“STD”) benefits from the insurer may also be required to provide medical documentation to support their continued absence. Sufficiency of medical documentation for the purposes of payment of STD benefits by the insurer is not decided by the Company and will not be assessed by the Company.

ELIGIBILITY

All Metro Toronto permanent full-time employees that have completed their probationary period are eligible for paid sick days. Eligibility for Short-term disability benefits is set out in the benefits plan and determined by the insurer.

WHAT TO DO WHEN YOU ARE ABSENT

An employee is required to notify her immediate manager, or the manager’s delegate, prior to the commencement of her shift. The notification allows the employee’s department to make timely decisions regarding short- and long-term staffing requirements, the redistribution/rescheduling of work, and assessing the need for additional staff and/or time (scheduling overtime) in order to meet departmental and operational needs.

Employee Contacts Manager: An employee is required to provide the following information when reporting their absence:

REASON

Personal Reasons: bereavement, jury duty, other personal reasons (for example: car trouble, family emergency, etc). Absences due to bereavement and jury duty may be paid for as per the policy on those issues. Other absences must be approved and may not be paid.

Non-Occupational: if an employee is sick or disabled or has incurred an injury or had an accident.

Occupational: if an occupational injury or illness occurs, the manager or immediate supervisor should be notified immediately or as soon as possible of the workplace injury or incident.

DURATION OF ABSENCE

An employee should provide her manager with an approximate time frame for the duration of her absence, where known. At this time, the manager should advise that satisfactory and timely medical documentation is required to support the absence and that the employee is required to call the manager daily to apprise the Company of her status, unless alternative arrangements, as referred to below, are agreed to by the manager.

CONTACT NUMBER

An employee is required to contact her manager on a daily basis during her absence. However, dependent upon the duration and nature of the absence, the manager and the employee may agree to an alternate schedule for timely and appropriate reporting by the employee.

MANAGEMENT RESPONSIBILITIES

A manager should:

- ❑ Acknowledge an employee's absence either on the initial call or via a call back if that employee has reported her absence to the manager's delegate.
- ❑ Offer modified work, if appropriate and available, and offer assistance to ensure an employee's safe and healthy return to work.
- ❑ Advise the employee that medical documentation supporting the employee's absence and satisfactory to the Company is required. Failure to provide satisfactory and timely medical documentation may result in an employee not being eligible for paid sick days.
- ❑ Remind the employee that she has an obligation to maintain daily contact with the manager, or as frequently as required by the manager.
- ❑ Follow up with the employee throughout the duration of the absence.

ABSENCES

The Company reserves the right to request medical documentation for each and every absence. Paid sick days may be reclaimed through deductions from wages, where the information available supports that the employee was fit for work, with or without modified duties.

Where an employee is absent for medical reasons that may require modified duties or hours, the employee is required to provide updated medical information prior to her return to work. The information provided must identify the nature of any restrictions or limitations, as well as the duration of such limitations or restrictions.

In circumstances where the employee has failed to provide satisfactory medical documentation in accordance with this policy, the manager will contact the employee to remind the employee of her responsibilities and obligations in these circumstances and will advise the employee of the potential consequences of her actions.

WHERE AN EMPLOYEE IS ON SHORT-TERM DISABILITY BENEFITS

Where an employee is on short-term disability benefits, her claim shall be managed and adjudicated by the insurer. The Company does not have any input into determining entitlement to benefits. Where an employee is on STD benefits, the employee must update her manager on a monthly basis with regard to her status, prognosis and return to work date, if known. Dependent upon the duration and nature of the absence, the manager and the employee may agree to an alternate schedule for timely and appropriate reporting by the employee.

An employee must also provide the Company with medical documentation at least two weeks prior to her return to work indicating her fitness to return to work and indicating if there are any restrictions or accommodations required. In addition, if an employee has been advised by the insurer that STD benefits are being discontinued, the employee must notified the Company immediately. At this point, the Company will also require updated medical documentation regarding the employee's status.



SCHEDULE "F"

VACATION SCHEDULING GUIDELINES

1. In December, Management shall establish the number of people on vacation by group (which may be by department or, in the case of Sales Account Managers, categories and in the case of Editorial News and Lifestyle/Entertainment desks and reporters) at any one time and any other restrictions on vacation. (For example, vacation may not be granted in week of a launch of a new paper or due to special projects)
2. The vacation schedule/calendar will be circulated in each "group" by seniority starting in December for the next vacation year. Each employee will have 2 days to indicate their vacation requests. Each person may only select 1 week between Victoria Day and Labour Day (Summer period) in the first round. All employees shall select vacation by February 28.
3. Employees may use up to one week's vacation as single days which do not need to be scheduled as per Para 2. For such single days, 48 hours or more notice is required. Approval will be subject to operational needs.
4. After February 28, the vacation schedule will be posted. Employees may then select a second consecutive week in the Summer period if such time is available on the schedule.
5. Employees may arrange to switch full vacation weeks subject to approval of their Department Head.
6. Any vacation not requested by February 28 as per the process set out above shall be considered on a first come/first serve basis.
7. Any employee who has not scheduled 2/3 of her vacation by June 1 will be reminded to schedule their vacation. If an employee has not scheduled her vacation by June 15, her vacation will be scheduled by Management.
8. If single days of vacation are not scheduled by September 15 employees will be advised to schedule them. Any days not scheduled by October 16 will be scheduled by Management.
9. If at the request of the Employer an employee is unable to take her vacation in any year by December 31, the employee shall take any remaining vacation no later than March 31 of the following year. If an employee carries over vacation in these circumstances she must submit a vacation request for this vacation carry over no later than January 31. If an employee has not taken such remaining vacation by March 31, the outstanding vacation will be paid out.
10. In the event that an employee leaves employment of the Company for any reason, the employee's vacation entitlement for that year shall be pro-rated based on the amount of the calendar year worked and the employee's vacation entitlement level. The employee shall be paid any outstanding vacation entitlement based on the pro-rated amount upon termination.
11. Vacation time off is subject to operational needs. The company may cancel vacation for operational needs.
12. No employee will be allowed to forgo vacation in any year for the purpose of adding to the length of vacation in any succeeding year. All vacation entitlement for a

calendar year must be taken by December 31, except as otherwise provided for herein.

13. The vacation year is the calendar year.



Provided
2:35 p.m. July 24/07
agreed.

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

July 24, 2007

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

Re: **Transfers 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,

Myfanwy Marshall
Chief Spokesperson Metro Bargaining



SCHEDULE 'M'

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

September 26, 2007

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

Re: Parking

This letter will confirm that employees on staff on the date of ratification whose shift ends at 11 p.m. will be provided with parking.

Yours truly,

**Irene Patterson
Associate Publisher**