

COLLECTIVE AGREEMENT

BETWEEN

Winnipeg Free Press

AND

**CEP LOCAL 191
INSIDE WORKERS**

October 1, 2008 to June 30, 2013

08703 (08)

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1. **Recognition**

The Company recognizes the Union as the exclusive bargaining agent for all employees covered by this Agreement.

2. **Jurisdiction**

All employees in the Province of Manitoba of the Winnipeg Free Press in the:

Editorial department save and except:

- Deputy Editor On-Line
- Associate Editor/Business Editor
- Day Editor
- City Editor
- Confidential Administrative Assistant
- Photo Editor
- Comment Editor
- Editor
- Arts and Life Editor
- Deputy Editor
- Night Editor
- Deputy Night Editor
- On-Line Editor
- Sports Editor
- those excluded by the Labour Relations Act of Manitoba

and including all employees performing printing, production and technical functions in the Creative Services Department, save and except:

- Assistant Manager
- Confidential Administrative Assistant
- Night Foreman
- Director of Operations and Technology
- Manager
- Systems and Technical Manager
- those excluded by the Labour Relations Act of Manitoba

and including all employees in the Advertising Department, save and except:

- Manager of Electronic Publishing
- 2 Classified Advertising Supervisors
- Classified Advertising Manager
- Confidential Administrative Assistant
- V.P. Sales and Marketing
- Insert Distribution Sales Manager
- Director of Local Sales
- Director of National Sales
- Summer relief students
- Director of On-Line Business Development
- those excluded by the Labour Relations Act of Manitoba

and including all clerks, shippers, customer service clerks, telephone solicitors and district checkers and customer service drivers employed in the Circulation Department and those previously covered by certificate No. MLB/3615, and including all regular full-time employees in the Circulation Department, save and except:

- Manager Circulation Administration
- Distribution and Operations Manager
- City Delivery Manager
- Single Copy Manager
- Manager of Customer Relations
- Telesales Team Manager
- Confidential Administrative Assistant
- Circulation Development Manager
- Telesales Team Manager
- Director of Audience Development
- Part-time Assistant Administration Manager
- Part-time Telesales Team Manager
- Director of Marketing
- Consumer Sales Manager
- Research & Development Manager
- Subscriber Sales Manager
- those excluded by the Labour Relations Act of Manitoba

and including all employees in the Community News Department save and except:

- General Manager
- Managing Editor
- Deputy Editor
- Executive Assistant
- General Sales Manager
- Distribution Manager
- Summer relief students
- those excluded by the Labour Relations Act of Manitoba

and including all employees in the Mail Room, save and except the Mailroom Foreman and those excluded by The Labour Relations Act of Manitoba and all employees in the Fleet and Building Maintenance Department save and except the Supervisor and those excluded by The Labour Relations Act of Manitoba.

If, during the life of this agreement, the Company creates a new job classification or enlarges an existing job, and the parties are unable to agree within 15 working days whether that particular person comes within the bargaining unit covered by this agreement, the matter shall be submitted to the Manitoba Labour Relations Board for a decision. The Board will be asked whether that person is an employee within the meaning of the Labour Relations Act. If the Board decides in the affirmative, the employee will be placed in the bargaining unit.

3. **Interpretation**

Gender neutral language will be used throughout the collective agreement.

4. **Effective Date of Agreement**

This Agreement, made and entered into this _____ day of _____, 2009, by and between the Winnipeg Free Press (hereinafter referred to as the "Company") through its authorized representatives, and the Communications Energy and Paperworkers Local #191 (hereinafter sometimes referred to as the "Union"), by its officers or a committee duly authorized to act in its behalf, shall be effective beginning October 1, 2008, and ending June 30, 2013. Written notice of desire to terminate or amend the Agreement shall be given by either party at least sixty (60) days prior to the expiration date of the contract. If an agreement has not been reached by the date upon which this contract expires, the terms and conditions of the expired Agreement shall be maintained until a new Agreement is reached or action is authorized by the Union or by the Company signatory hereto.

5. **Union Security**

All present employees who are or become members of the Union shall remain members of the Union in good standing as a condition of continued employment. All employees hired after the date of this Agreement shall become and remain members of the Union as a condition of employment. The Company will inform new employees of the requirements of this section.

6. **Rights of the Publisher**

(a) Where it does not contravene the provisions of this collective agreement, the Union acknowledges that the Publisher's function is to manage the enterprise in which they are engaged as efficiently as possible. Maintenance of order, discipline and efficiency of the staff, the direction of the working forces, the right to plan, direct and control operations, the right to make reasonable rules and regulations and to require observation of them by employees is the Publisher's prerogative. The determination of competency, the product or products, the schedule of production and methods, processes and means of production are entirely within the sphere of the Publisher. Any enumeration of the Publisher's rights shall not be deemed to exclude other normal functions of the Publisher and the Publisher therefore retains all rights not otherwise specifically set forth in this agreement.

(b) In administering this agreement, the Company shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

7. **No Discrimination**

(a) The Company and the Union agree to abide by the Harassment Policy re-issued by the Publisher on October 1, 1996.

(b) Limited only by the exceptions set out in the Manitoba Human Rights Code, the Company and the Union agree that there shall be no discrimination because of race, nationality, religion, colour, sex, age, marital status, physical handicap, ethnic or national origin, political beliefs or family status or sexual orientation.

(c) In the event any employee or the Union initiates an action under the Manitoba Human Rights Code, the Company shall be relieved of any obligation to process a grievance on that matter under this Section.

(d) Employees are free to participate in Union activities in accordance with the *Labour Relations Act*.

8. Information

(a) The Company shall supply the Union with the following information for each new employee hired prior to the end of their probationary period.

- (i) Name, address
- (ii) Date of hiring
- (iii) Job classification
- (iv) Experience rating and anniversary date

(b) The Company shall notify the Union in writing monthly of resignations, retirements, deaths, promotions and other revisions in the data listed in (a) above, and the effective dates.

(c) The Company shall provide, on an annual basis, a seniority list by bargaining unit including all members' classifications and experience rating.

9. Struck Work

(a) The Company agrees that no employee covered by this Collective Agreement will be asked to execute work transferred from any Company whose employees are engaged in a legal strike authorized by the Communications Energy and Paperworkers Union of Canada.

(b) It is further understood that, in accordance with Manitoba Labour Law, while the Collective Agreement is in force, no strike or lockout will take place.

10. Job Posting

(a) When a vacancy occurs or a new position is created, and in all temporary vacancies of at least forty-five (45) days the Company shall post a notice of the position on each department bulletin board and on the cafeteria bulletin board of openings for a minimum of five (5) working days before the position is permanently filled. Such posted notice shall contain the wage rate and such other information, which may be of assistance to employees considering applying for the position. Current employees may apply in writing and shall receive first consideration for all openings, and their applications will be reviewed. Employees with the necessary qualifications who are not selected for the position may request an explanation of the Company's decisions and suggestions, if any, about how to improve his or her chances for future consideration.

(b) For new jobs, the positions will be posted, applicants interviewed as appropriate and denials delivered prior to the position being advertised externally.

(c) For existing jobs, vacancies will be posted internally and externally concurrently but interviews as appropriate will be held with internal candidates prior to any external candidates being considered.

11. Probationary Period

(a) New employees shall be considered probationary employees for their first ninety (90) days of employment and their progress will be reviewed on a regular basis. Termination of employment during or at the end of their probationary period shall be considered just cause and, subject to the Human Rights Act of Manitoba, shall not be subject to the grievance and arbitration provisions of this Agreement.

(b) Upon the successful completion of the probationary period an employee's length of continuous service shall be calculated from the date of original hiring.

(c) Present employees will receive first consideration for vacancies in higher classifications.

(d) An employee promoted to a higher classification shall be considered probationary for the first sixty (60) days worked. The Company may at any time during this period return him/her to his/her former classification without loss of seniority.

(e) An employee so promoted shall receive the minimum wage in the classification, next higher to his/her wage in the classification from which he/she was advanced.

(f) Wage rates for newly created classifications shall be consistent with negotiated rates in comparable classifications.

(g) Employees shall have the right to refuse promotions.

12. **Sub-contracting**

Sub-contractors or sub-contracting shall not be used when such use would result in the dismissal of an employee covered by this Agreement.

13. **Job Security**

(a) The Company guarantees that each full-time employee, excluding apprentices, on staff as at October 1, 1987, shall be guaranteed full-time employment (i.e. five (5) shifts per week on a continuing basis throughout any calendar year) for the remainder of his/her natural working life. However, should any employee's employment be terminated by: (a) retirement, retirement being mandatory at age 65; (b) voluntary resignation; (c) promotion out of the bargaining unit; (d) voluntary transfer out of the bargaining unit; (e) just cause discharge (subject to grievance and arbitration procedures of this Agreement) then he/she need not be replaced except at the Company's option.

It is further agreed that should any employee subject to this article be at any time transferred or reassigned to any other classification, job or function that he/she shall continue to receive wages at least equal to the wage level he/she received before the reassignment or transfer, together with any subsequent increases to that wage level, as provided in this or subsequent agreements.

(b) The application of the above job guarantee does not preclude a bona fide layoff on the basis of seniority due to economic downturn. It is understood and agreed that normal seasonal downturns shall not constitute an economic downturn. Employees covered by the provisions of this section, when absent from work due to a layoff, shall not be deemed to have terminated their employment and therefore the guarantee of employment shall once again be applicable on recall. During any layoff under this provision, the laid-off employee may prepay the entire premium for those benefit plans in effect at the time, where the carrier will permit it, for the first six months of any layoff. During any layoff period, an employee's pension coverage shall not be affected, provided no contributions shall be made by the Company or employee during the period of the layoff.

(c) The Company agrees that no fulltime employee of the Winnipeg Free Press on staff October 1, 1987, excluding apprentices, shall lose his/her employment as a result of the introduction of any new equipment, machinery or process relating to technological change. The Company further agrees that no

such employee shall suffer a reduction of income. The Company agrees to give notice to the Union as soon as possible of any new equipment or machinery being introduced.

(d) It is understood and agreed that the Company has the right to discuss buy-outs with employees in any classification of work.

(e) It is understood and agreed that Articles 13(a), (b) and (c) are not applicable to employees in the Community News Department.

14. **Layoff and Recall**

(a) When it becomes necessary to reduce the force it shall be determined by the Company in what classification within the unit the reduction is required. The employee with the lowest seniority standing within that classification shall be laid off first.

(b) In the event of a layoff, employees within the affected classification shall, on the basis of seniority, have the option of taking voluntary layoff with full eligibility for severance pay, providing those remaining are capable of performing the work required. It is understood and agreed that this Article 14(b) is not applicable to employees in the Community News Department.

(c) Should there be an increase in the force, the persons laid off shall, if available, be reinstated in reverse order in which they were laid off, provided such recall occurs within eighteen (18) months of the layoff, except for employees covered by the provisions of Section 13, whose recall rights shall not end. Such recall notice shall be by registered letter to the last known address of the person filed with the Company. A copy of all recall notices will be sent to the Union. The person recalled must, on receipt of the recall notice, notify the Company of his/her intention to return to work and must return to work within ten (10) working days of the mailing of the recall or make alternative arrangements satisfactory to the Company. An employee who refused recall to an equal or higher position than the position he/she was laid off from will lose all seniority rights.

(d) Seniority will cease when recall rights have been expired.

15. **Severance Pay**

(a) Subject to (b) and (c), all full-time and permanent part-time employees who are laid off as a result of an economic downturn, technological change, consolidation, merger or suspension of publication shall receive two (2) weeks' pay for each year of continuous service or major fraction thereof, to a maximum of twenty (20) weeks' pay.

(b) Severance pay shall be paid on a bi-weekly basis in the same manner as wages. An employee who is recalled prior to the conclusion of his/her severance period shall receive no further severance payments after the date of recall.

(c) In calculating years of continuous service for the purpose of determining severance pay entitlement, any period of service in respect of which the employee was previously granted severance pay and any period during which the employee was on layoff shall be excluded.

(d) It is understood and agreed that this Article 15 is not applicable to employees in the Community News Department.

16. **Health and Safety Committee and VDTs**

(a) In accordance with the provision of the Manitoba Workplace Safety and Health Act, a Safety and Health Committee will be established and maintained to monitor, control and enforce safe and healthy working conditions in all operations of the newspaper, including all mechanical and electronic devices and video display terminals.

(b) A pregnant employee who normally works on VDTs will, on request, be reassigned to work that does not involve VDTs, where such work is available within the newspaper, at the rate of pay for that classification.

(c) No employee will be required to perform work on a V.D.T. terminal for more than three (3) hours without a minimum of ten minutes work change or break.

(d) Worker health and safety representatives and health and safety committee members shall be entitled to a minimum of two (2) days of paid leave, per year, for the purposes of completing health and safety education and training programs, authorized by the committee.

(e) A minimum of six (6) health and safety committee meetings shall be held annually in accordance with the provisions of The Workplace Health and Safety Act (Manitoba) unless the Workplace Health and Safety Committee decides to have less than six (6) but not less than four (4) meetings annually.

(f) The Company co-chairperson and the worker co-chairperson of the Health and Safety Committee will conduct a joint inspection of the workplace and of work processes and procedures at the workplace at least one (1) week prior to each Health and Safety Committee meeting or at such other times as they may mutually agree.

17. **Suspension and Dismissals**

The Company may terminate or suspend only for just cause. A suspension or dismissal shall be in writing and shall contain the reasons for the suspension or dismissal and shall be given to the employee concerned and the Union.

18. **Grievance Procedure**

(a) Any employee grievance must be submitted to the chapel chairperson within fifteen (15) working days of it first coming to the attention of the affected party.

(b) A grievance must first be brought to the attention of the Union chapel chairperson who will attempt to resolve the dispute with the department head within forty-eight (48) hours.

(c) If the grievance cannot be resolved within the specified time it shall be submitted to the Joint Standing Committee.

(d) A standing committee of two representatives of the Company, and a like committee of two representing the Union, shall be appointed; the committee representing the Union shall be selected by the Union, and in the case of vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his/her place.

(e) This committee shall meet within five (5) days to deal with all disputes which may arise as to the wages herein provided, the construction to be placed upon any clause of the Agreement, or alleged

violations thereof, which cannot be settled otherwise, and such joint committee shall meet, at a time mutually satisfactory to the parties, when any questions of difference shall have been referred to it for decision by the executive officers of either party to this Agreement and if a majority decision is reached by the joint standing committee it shall be binding upon both parties.

(f) Should the joint committee be unable to agree, then either party may refer the matter to arbitration within fifteen (15) days. The parties agree to the use of a sole arbitrator. The following persons will be called upon, on a rotation basis commencing with the first person on the list, who shall then serve at the first arbitration. Thereafter for each successive arbitration the person on the list immediately following the last person to have served as arbitrator shall then be called upon to serve. In the event the person requested to serve as arbitrator is unavailable, the next person on the list will be requested to serve. The arbitrator shall conduct the hearing within twenty (20) days from the date on which either party requested arbitration. Within ten (10) days of completion of hearings the arbitrator shall render his/her decision. The arbitrator's decision shall be final and binding on both parties. However, in no event shall the arbitrator have the power to alter or amend this agreement in any respect. Wherever a stipulated time is mentioned in this section, the said time may be extended by mutual consent of the parties or their representatives. The cost of the arbitrator shall be borne equally by the parties.

(g) There will be a list of five (5) arbitrators as follows:

- | | |
|----------------|-------------------|
| 1) Diane Jones | 2) David Marr |
| 3) Arne Peltz | 4) Michael Werier |
| 5) Gavin Wood | |

19. **Dues Checkoff**

(a) The Company shall deduct monthly from the wages of each employee in the bargaining unit covered by this agreement an amount equal to the monthly Union membership dues, initiation fees or assessments, levied in accordance with the Union's constitution and bylaws and shall forward the sums so deducted, together with a list of the names, addresses and classifications of employees from whose wages the deductions have been made, to the Union on the 28th day of each and every month.

(b) The Union agrees to inform the Company in writing of the amount of dues, levies or assessments to be deducted from time to time and undertakes to give the Company at least one month's notice in advance of the day of any change in the amount of dues, levies or assessments to be deducted.

20. **Union Representatives**

(a) Although non-employees are not permitted in the non-public areas of the building without the Company's authorization, in the case of recognized union representatives these authorizations will not be unreasonably withheld.

(b) The Company recognizes the chapel chairperson to be the Union's representative in each department covered by this Agreement.

(c) A chapel chairperson shall, following consultation with the department head, be permitted to leave his/her regular duties for a reasonable length of time for the purpose of investigating and adjusting grievances when it does not interfere with production.

(d) An employee shall have the right to be accompanied by a union representative in any disciplinary meeting with management.

(e) An employee shall be accompanied by a union representative in any disciplinary meeting with management which involves a letter of warning, suspension or dismissal.

(f) A chapel chairperson does not have the power or authority to make any contract or incur any liability binding on the Local without the express written consent of the Local president, Local Representative or the Local Executive Board.

21. **Expression of Dissatisfaction**

Copies of written criticism or reprimands shall be furnished to the Union. Any employee not wanting the Union to have such copies shall indicate in writing on the Company's copy. If such written criticism or reprimand becomes part of a personnel file, any replies to the criticism or reprimand shall become part of that file. Any such written criticism that is more than twenty-four (24) months old will not be used in any arbitration proceeding.

22. **Bulletin Board**

The Company will allow the Union to install glass-covered, lockable bulletin boards in the designated areas of each of the following departments for use by the Union for the posting of official Union notices only: Circulation Administration, Circulation Telemarketing, Circulation Pre-Paid, Classified Advertising, Display Advertising, Creative Services, Editorial, Library, Mailroom, Truck Drivers Room, Press Room, Paper Storage, Technical Maintenance and Community News.

23. **Past Practices**

This collective agreement is the sole instrument governing the relationship between the parties. All past practices verbal, written or implied are set out in the Letters of Understanding attached to this agreement.

24. **Lunch Period**

A lunch period of at least thirty (30) minutes and not more than one hour shall be assigned for each shift, such time not to be included in the number of hours specified for a day's or night's work. The lunch period shall be as near the middle of the employee's shift as the workload allows.

25. **Temporary Appointments**

(a) Except to cover the first day of sickness, an employee required to work in a higher classification shall receive the next higher rate of pay in the higher classification if the assignment is for a full shift or more.

(b) No employee shall receive a reduction in salary when temporarily assigned to a lower classification.

26. **Transfers**

Without the consent of the employee, no employee shall be transferred by the Company to another enterprise in the same city, or to another city, whether in the same enterprise or another enterprise conducted by the Company, or by a subsidiary, related or parent company of the Company. No employees transferred by the Company to a lower classification shall have their current salaries reduced as a result of the transfer, unless the transfer is at the request of the employee.

27. **Merit Increases**

Nothing contained herein shall prohibit the Company from granting, or an employee from receiving, merit wages in excess of the amounts set forth in the wage section of this agreement provided that the Company shall not be required to continue such merit wages when, in the Company's opinion, they are no longer justified.

28. **General Holidays**

(a) The following days shall be recognized as general holidays:

New Year's Day	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	

All full-time employees scheduled to work on the above-named holidays shall receive straight time pay when not required to report.

(b) If required to report, full-time employees will receive one day's pay for the holiday in addition to the overtime rate for all hours worked.

(c) Should one of the above-named holidays fall on a full-time employee's scheduled day off or during a paid vacation, he/she will receive another day off with pay, at a time mutually satisfactory to the full-time employee and his/her department head.

(d) For night shifts, one day either the eve of the holiday or the night of the holiday shall be designated as the holiday, and if worked, full-time employees will receive one day's pay for the holiday in addition to the overtime rate for all hours worked.

(e) Part-time and temporary employees will be paid for the general holidays listed in Article 28(a) of this Agreement in accordance with The Employment Standards Code (Manitoba).

29. **Vacations with Pay**

(a) Full time employees, except employees in the Community News Department, will be entitled to an annual vacation with pay calculated as follows:

Employees who have less than one year of service at December 31 shall receive a pro rata of the three (3) week of vacation entitlement from the date of hire to December 31 of the year in which they were hired thereafter an employee with one (1) or more years of service shall receive three weeks vacation with pay. An employee with seven (7) or more years' continuous service by December 31 of the preceding calendar year will receive four weeks' vacation with pay. An employee with fourteen (14) or more years' continuous service by December 31 of the preceding calendar year will receive five weeks' vacation with pay. An employee with twenty-two (22) years or more of continuous service by December 31 of the preceding calendar year will receive six weeks' vacation with pay. Six weeks vacation with pay is the maximum vacation period in any given year.

(b) Vacation credits are not cumulative from year to year. Credits earned in the preceding calendar year must be used within the calendar year. However, vacations deferred because of illness will not be forfeited.

(c) In order that there shall be no interruption or interference with the regular publications or editions, the dates of vacations shall be determined and arranged by the department head in consultation with the chapel chairperson.

(d) Part-time employees with one (1) or more years of service at December 31 shall receive three (3) weeks' vacation time and vacation pay equal to six percent (6%) of the regular wages paid to the employee in the twelve (12) calendar months ending on December 31. Part-time employees with seven (7) or more years of service at December 31 shall receive four (4) weeks' vacation time and vacation pay equal to eight percent (8%) of the regular wages paid to the employee in the twelve (12) calendar months ending on December 31. Vacation pay shall be provided to the employee at the point he/she takes vacation except that in the event that an employee does not take vacation in a calendar year, the Company will pay to the employee his/her accrued vacation pay on December 31 of that calendar year. Requests for vacation will be considered on the basis of seniority, subject to the requirements and efficiency of operations as determined by the Company.

(e) In the event of a part-time employee becoming a full-time employee, he/she shall be paid all unpaid vacation pay accrued immediately prior to becoming a full-time employee and shall thereafter become entitled to vacation as a full-time employee based on his/her most recent date of hire as a full-time employee except that, for the purpose of determining his/her vacation entitlement as a full-time employee, he/she shall be credited with the hours worked during his/her service as a part-time employee where such service is continuous with his/her becoming a full-time employee, with 1,950 hours worked being equal to one (1) year of continuous service.

30. Leaves of Absence

(a) Upon notice in writing and for reasons mutually deemed to be good and sufficient between the leave-taker and the Company, leaves of absence will be granted. Seniority will cease when an employee fails to return to work from an approved leave of absence on a predetermined date unless such failure results from sickness or accident.

(b) Upon request, the Company will grant employees leaves of absence on a full shift basis, or part shift basis subject to production necessities, to attend Union meetings, conventions or Union business, provided that not more than one employee from the bargaining unit may be absent at any time. The Company will make reasonable efforts to change work schedules to permit others to be absent for such purpose.

(c) One employee from each department in the bargaining unit will be granted a leave of absence for the purpose of contract negotiations if necessary.

(d) Effective September 1, 2000 should a member of the bargaining unit be appointed or elected to a Full-time position with the Union, he/she shall be granted a leave of absence without pay and shall be reinstated in the same or a comparable position in the same department upon the expiration of such leave. Such leave shall be given to only one employee at any one time. The employee will provide two (2) months written notice prior to his/her anticipated return under this provision until such time as his/her term or appointment is ended.

31. **Parental Leave**

(a) An unpaid leave will be granted upon request for maternity or parental leave in accordance with the Employment Standards Code.

(b) Time spent on maternity or parental leave shall count as service for the employee for the purpose of all contract benefits except accrual or continuation of benefits during the period of leave.

(c) Upon completion of the leave an employee shall be immediately reinstated to his/her original or comparable position in the same department worked before the leave.

32. **Sick Leave**

(a) Following six (6) months continuous employment all employees covered by the terms of this Agreement, except employees in the Community News Department, when absent from work due to illness or accident will be compensated by the Company as follows:

(b) For accidents and/or hospital stays, including non-elective day surgery, commencing from the first working day and continuing for a period of twenty-six (26) weeks at each employee's regular weekly wage.

(c) For illness not requiring hospital stays commencing on the first working day for the first occurrence, on the second working day for the second and each successive occurrence within the calendar quarter and continuing for a period of twenty-six (26) weeks at each employee's regular weekly wage.

(d) An employee who has no illness during the preceding quarter may carry one day forward into the next quarter and will be paid from the first day for the first and second absence due to illness in that quarter.

(e) The Company agrees to pay employees who are absent due to industrial accident their regular weekly wage, less payments received from Workers' Compensation for up to a maximum of twenty-six (26) weeks.

(f) The Company shall not be responsible for payment of more than twenty-six (26) weeks in any fifty-two (52) week period for the same injury or illness.

(g) In the event that the employee receives compensation from a third party regarding loss of employment income in respect of or in relation to an absence from work for which the employee was also provided sick leave pay by the Company, the employee will immediately repay to the Company sick leave pay provided to him/her by the Company in an amount equal to the amount of compensation received by the employee from the third party regarding loss of employment income.

33. **Bereavement Leave**

(a) An employee shall be granted up to three (3) days' bereavement leave with pay to attend the funeral of any member of his/her immediate family, including common-law spouse who cohabits with the employee in a conjugal relationship and has so cohabited for a continuous period of at least one (1) year ("common-law spouse") and a child of the employee's common-law spouse, or his/her mother or father, step-mother or step-father, sister or brother, grandparents, grandchildren, including the grandchildren of his/her common-law spouse, or the mother or father of his/her spouse, including common-law spouse. One (1) day with pay shall be granted to attend the funeral of brothers-in-law or sisters-in-law, including the siblings of the employee's common-law spouse. Active pallbearers shall be given time off with pay to fulfill their duties, up to a maximum of one-half (1/2) day.

(b) One additional day bereavement leave shall be added for travel to attend a funeral that occurs out of the province.

(c) Bereavement leave shall be granted to employees in same-sex relationships on the same basis as those employees in a relationship with a person of the opposite sex.

34. **Jury Duty**

The Company shall pay to each full-time employee, except a full-time employee in the Community News Department, and permanent part-time employee in the Editorial, Creative Services and Advertising Departments covered by the terms of this Agreement serving on a jury or as a Crown witness the difference between a days' pay for each day up to five (5) days a week that the employee is absent from work and the total sum paid to the employee for such jury duty. Any such employee excused from jury duty or as a Crown witness on any given day shall report for work. In the case of a Full-time employee, except a full-time employee in the Community News Department, or a permanent part-time employee in the Editorial, Creative Services and Advertising Departments covered by the terms of this Agreement working on the evening or night shift, they may, with prior notification to the Company, book off with pay from work on the evening or night preceding or following the day they have to appear at the courthouse.

35. **Pension**

The Company shall maintain in its present form, or no less beneficial form, the Retirement Plan for Employees of Winnipeg Free Press (effective November 29, 2001). No changes to the Plan shall be made without full disclosure to the Union.

Effective the date of ratification or implementation of integration, whichever is later, Article 35 will apply to employees in the Community News Department on the same terms and conditions as that which apply to employees in the other departments of the Company.

The Pension Plan will be amended to provide no actuarial reduction in pension benefits for employees who retire at or after age 60 effective January 1, 2003.

Penalties and ages to clarify the actuarial reductions are as follows:

<u>Age</u>	<u>%</u>
59	6
58	12
57	18
56	24
55	30

36. **Employee Benefit Plans**

All full-time employees and all permanent part-time employees in the Editorial, Advertising and Creative Services Departments are eligible for the benefits described in this Article 36.

The Company shall maintain in its present form, or in no less beneficial form, the current benefit plans, including Long Term Disability, Dental Insurance and Group Insurance provided, however, that the current Long Term Disability Plan will be separated by the Company into two (2) plans, one plan for those employees who pay their own Long Term Disability Plan premiums and the other plan for those employees for whom the Company pays the Long Term Disability Plan premiums. All new eligible employees and all current employees who participated in the Extended Health Plan or the Dental

Insurance Plan as at October 9, 2002 will pay their own Long Term Disability Plan Premiums. No changes to the plans shall be made without full disclosure to the Union.

The premiums previously paid by the Company with respect to the Long Term Disability Plan for those employees participating in the Extended Health Plan or the Dental Insurance Plan shall be paid by the Company to the Extended Health Plan or the Dental Insurance Plan. The employee premiums payable to the Extended Health Plan and the Dental Insurance Plan shall be adjusted based on the Company's increased premium payments to the Extended Health Plan and the Dental Insurance Plan. It is understood and agreed that there shall be no additional costs to the Company as a result of this transfer of premiums. It is also understood and agreed that the current cost sharing formula with respect to the Extended Health Plan and the Dental Insurance Plan shall be maintained.

Effective the date of ratification or implementation of integration, whichever is later, Article 36 will apply to employees in the Community News Department on the same terms and conditions as that which apply to employees in the other departments of the Company.

The Company will provide a prescription drug card to employees who participate in the Extended Health Plan pursuant to Article 36.

Increase Visioncare Expense Maximums for glasses, contact lenses and laser eye surgery from \$250.00 to \$300.00 every twenty-four (24) months effective October 1, 2010.

Paramedical Expense Maximums as follows:

Dieticians \$500 each calendar year
Physiotherapists \$500 each calendar year
Athletic Therapists \$500 every twelve (12) months, and \$20 per visit
Podiatrist \$500 each calendar year
Psychologists/Social Workers \$500 each calendar year
Chiropractors \$500 each calendar year

37. **Full Shift**

No employee shall be paid for less than a full shift when beginning work at his/her scheduled reporting time except when discharged for cause or excused at the employee's own request.

38. **Hours of Work**

(a) The regular workweek will comprise thirty-seven and one-half (37.5) hours, consisting of five (5) days of seven and one-half (7.5) hours each consecutive, exclusive of lunch.

The Union recognizes that changes in shifts and hours of work may be necessary for the requirements and efficiency of operations. The Company will consult with the Union before implementing changes in shift schedules which result in the workweek being other than five (5) days and the daily standard hours of work being in excess of seven and one-half (7.5) hours consecutive, exclusive of lunch, in one (1) day and will give careful consideration to any recommendations which the Union may have with respect to the implementation of such changes provided, however, that if the Union does not agree with the implementation of such changes, a grievance may be filed in accordance with Article 18 and failing settlement, the matter may be referred to arbitration in accordance with Article 18.

(b) All regular full-time employees and all permanent part-time employees in the Editorial, Creative Services

and Advertising Departments covered by the terms of this Agreement whose regularly scheduled shifts start before 6 a.m. or after 1 p.m. will receive a differential of ten percent (10%) for the entire shift. All regular full-time employees and all permanent part-time employees in the Editorial, Creative Services and Advertising Departments covered by the terms of this Agreement who regularly work nights will receive the night differential for vacations, general holidays and sick pay.

For the purposes of this Article 38(b), where fifty percent (50%) of the scheduled shifts of a regular full-time employee or a permanent part-time employee in the Editorial, Creative Services or Advertising Department covered by the terms of this Agreement start before 6 a.m. or after 1 p.m., the employee will be deemed to have regularly scheduled shifts that start before 6 a.m. or after 1 p.m. and to regularly work nights.

It is understood and agreed that the night differential is not applicable to employees in the Community News Department.

39. **Callback**

Employees called back after having left the office shall be paid \$4.00 for such callback and overtime rates for all time worked after such callback. Called back employees shall receive a minimum of three (3) hours pay at the overtime rates.

It is understood and agreed that the above provisions of this Article 39 are not applicable to employees in the Community News Department and that the minimum wages for reporting for work under The Employment Standards Code (Manitoba) will apply to such employees.

40. **Overtime**

The Company shall compensate for all overtime work in excess of the daily standard hours of work established by the Company in accordance with Article 38 at the rate of time and one-half for the first three (3) hours, double time thereafter, in cash or the equivalent time off at the employee's option, to be given at a mutually agreeable time.

41. **Turnaround**

Where less than nine (9) hours have elapsed between scheduled shifts, overtime rates will be paid for all hours worked within the nine-hour turnaround period.

It is understood and agreed that this Article 41 is not applicable to employees in the Community News Department.

42. **Sunday Work**

On Sundays, except where Sunday is a regular publishing day, or part of a regularly scheduled workweek, double time rates shall be paid for time worked.

It is understood and agreed that this Article 42 is not applicable to employees in the Community News Department.

43. **General Office and Transportation**

The Company agrees to furnish a clean, healthful, sufficiently ventilated, properly lighted and heated place for the performance of all in-plant work.

Employees shall not be required to provide a vehicle for work purposes but may do so by arrangement with the Company and be compensated in accordance with the Collective Agreement.

44. **Training**

Coincidental with the decision to purchase new equipment which will alter the work procedures of any employee's job, the Company will notify the Union in writing. Within a further ten (10) days the parties will meet to formulate the necessary training programs for those employees required to operate the new equipment, none of whom will be laid off until they have been afforded the opportunity to be retrained.

45. **Seniority**

a) Seniority of employees as used in this Agreement (except where specifically and explicitly stated elsewhere in this Agreement) means continuous length of service with the Company. Employment shall be deemed continuous unless interrupted by:

1. dismissal for just and sufficient cause; or
2. dismissal to reduce the force; or
3. resignation; or
4. retirement.

Senior employees shall have first choice of vacation, subject to production necessities as determined by the Company.

b) An employee whose employment is terminated, except in the case of layoff, and is subsequently rehired shall commence service and seniority at the date of rehire.

c) In the event of a part-time or temporary employee becoming a full-time employee, he/she shall be credited with time previously served with the Company provided that such time is continuous with the employee becoming a full-time employee.

d) This Article shall not apply to the Mailroom or Community News Department, each of which departments have their own seniority clause.

LETTER OF UNDERSTANDING – G1

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Re: Collective Agreement: October 1, 2008 to June 30, 2013

With respect to employee parking at the Company's 1350 and 1355 Mountain Avenue locations, the current charge for parking of \$20.00 per month October through March will not change during the term of this Agreement.

SIGNED ON THIS DAY OF , 2009.

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – G2

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Re: Collective Agreement: October 1, 2008 to June 30, 2013

Letter Of Understanding Re: C.E.P Humanity Fund

The Humanity Fund is an independent non-profit corporation and is an officially registered charitable foundation under the Income Tax Act. The CEP Humanity Fund is designed to aid in international development, through the relief of hunger, rebuilding, improved education, social infrastructures as well as to encourage self sufficiency.

The Company agrees to submit to the CEP Humanity Fund an amount equal to \$0.01 for each hour worked by all employees in the bargaining unit. However for the purpose of deduction from the company's payroll the union will set a nominal monthly amount to be deducted from employees and remitted to the union.

The amount shall be submitted no later than the 15th day of the month following the month in which the hours were worked.

The Union will provide a letter on quarterly remittance.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – G3

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Re: Collective Agreement: October 1, 2008 to June 30, 2013

Re: Long Term Disability

In order to fulfill the intent of the parties with respect to Article 36 of the Collective Agreement effective October 1, 2008 to June 30, 2013 (the “Collective Agreement”), and to resolve all concerns surrounding the transfer of Long Term Disability Plan premium payments to eligible Union members and the transfer of an increased portion of Extended Health Plan and Dental Insurance Plan premium payments to the Company, the parties agree that the following terms are effective immediately and are in force for the duration of the Collective Agreement:

1. Employees who participate in the Extended Health Plan and/or the Dental Insurance Plan and work in departments which are eligible for long term disability (“LTD”) coverage will be included in a new separate plan referred to as the “Non Taxable LTD Plan” and those employees will be referred to as “Non Taxable LTD Employees”.
2. The Company will transfer premiums it formerly paid for LTD coverage for Non Taxable LTD Employees to the Extended Health Plan and the Dental Insurance Plan.
3. The Unions and Company agree that the desired effect of the transfers is to give Non Taxable LTD Employees non-taxable LTD coverage. While the transfers were done as fairly and equitably as possible, the Unions understand that a small minority of employees will incur slightly higher premium costs than what they paid prior to the premium transfers.
4. The premium transfers from the creation of the Non Taxable LTD Plan will create a cost-sharing of the combined Family and Single Extended Health Plan and Dental Insurance Plan premiums of seventy percent (70%) to the Company and thirty percent (30 %) to the employees.
5. The parties agree that the new reduced employee portion of premiums payable by single employees participating in the Non Taxable LTD Plan for Dental Insurance Plan and/or Extended Health Plan coverage is currently zero, but that going forward the Company will pass on to such employees any increased costs to the single premium rate in an equitable manner.
6. The Company commits to paying seventy percent (70%) of the total combined single and family premiums for Dental Insurance Plan and Extended Health Plan coverage on an ongoing basis for Non Taxable LTD Employees. The Union commits Non Taxable LTD Employees to paying one hundred percent (100%) of LTD premiums in the future.

7. The Company will continue to pay premiums for taxable LTD coverage to employees who work in departments which are eligible for LTD coverage and not enrolled in the Dental Insurance Plan or the Extended Health Plan.

8. For those Outside Display Sales Representatives included in the Non Taxable LTD Plan who are paid in accordance with a Commission Plan set out in the Collective Agreement and whose annual income is less than \$80,000.00, LTD benefits will be based on their average annual income for the two (2) preceding calendar years.

9. For those Outside Display Sales Representatives included in the Non Taxable LTD Plan who are paid in accordance with a Commission Plan set out in the Collective Agreement and whose annual income is \$80,000.00 or more, LTD benefits will be based on an annual income of \$80,000.00.

10. Article 36 of the Collective Agreement remains in full force and effect for the duration of the Collective Agreement.

11. The parties may alter or amend these terms at any time by mutual consent in writing during the term of the Collective Agreement.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

**WINNIPEG FREE PRESS
NON-DISCRIMINATION/NON-SEXUAL
HARASSMENT POLICY**

POLICY

Employees have the right to expect an environment free from discrimination and harassment. It is expected that the behaviour of employees in the workplace will meet generally acceptable social standards. Employees, in their relations with each other persons in the workplace, are to treat each other with respect and dignity. Employees shall not engage in sexual harassment or any other form of personal harassment.

Winnipeg Free Press is committed to treating all employees fairly and to maintaining a work environment that supports the dignity and self-respect of all employees. This means that discriminatory practice based on race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age marital status, family status or handicap will not be tolerated. Sexual harassment will also not be tolerated.

The Canadian Human Rights Commission considers harassment to include but is not limited to:

- Unwelcome remarks, jokes, innuendo or taunting about a person's body, attire, age, marital status, ethnic or religious origins.
- Displaying offensive or derogatory pictures.
- Practical jokes which cause awkwardness or embarrassment.
- Unwelcome invitations or requests.
- Leering or other gestures.
- Condescension or paternalism which undermines self-respect.
- Any unwelcome physical, visual or verbal conduct.

Winnipeg Free Press accepts this definition and will be guided by it in dealing with allegations of harassment of discrimination. Sexual harassment will be considered to have taken place if a reasonable person ought to have known that such behaviour was unwelcome, or when such behaviour poisons the work environment.

Any employee whose actions are inconsistent with our policy of non-discrimination/non-harassment will be subject to discipline, up to and including termination of employment, depending on the seriousness of the situation.

When allegations prove frivolous, or completely without foundation, or are made with malicious intent, the complainant will also be subject to disciplinary action up to and including termination of employment.

PROCEDURE

WHAT YOU SHOULD DO IF YOU ARE THE VICTIM:

Employees who believe they are being harassed and/or discriminated of another employee should take the following steps.

1. Tell the individual very clearly that his/her behaviour is offensive and tell him/her *to stop*. This can be done by speaking to the person or in writing. If possible, get another person to witness this action. Let co-workers know the behaviour is unwelcome. Peer pressure can be an effective deterrent and your colleagues can provide you with support.

2. Inform your Supervisor or Department Head or the Human Resources Department of the nature and circumstances of the harassment. If however, you are fearful of reprisals or have been threatened, you should not confront the harasser first but take your concerns directly to your supervisor.
3. If your superior is harassing you or for any reason you feel uncomfortable discussing the problem with your Department Head, you should contact either/or
 - your Publisher
 - your Director of Human Resources
4. (a) With the knowledge of the complainant, the Supervisor and/or the Human Resources Department will conduct an investigation surrounding the allegation(s).

(b) In addition to the above, employees who have provisions in their collective agreement may refer their complaint accordingly. The name of the complainant or the circumstances of the complaint will not be disclosed to any person except where disclosure is necessary for the purpose of investigation of the complaint.
5. Keep written notes about what happened when the harassment occurred and what was done about it. Dates, times, witnesses would be helpful.
6. As allegations of harassment have the potential to be damaging to the personal reputations of the parties involved, every effort will be made to ensure confidentiality of the parties and any witnesses. However, any accused has the right to know and address allegations made to his/her detriment.

Following the investigation, the Director of Human Resources or designate and the Publisher will review the matter and relevant facts, giving consideration to the merits of the case, company policy, the law and any other factors which may be pertinent to the complaint. They will render a decision in writing within ten working days of the date of the complaint was filed to management, unless circumstances require a longer period of time. At the conclusion of the investigation, all relevant persons involved in the investigation will be informed of the outcome.

No documentation of unsubstantiated claims will be maintained in individual personnel files.

IF YOU KNOW OF OR WITNESS HARASSMENT OF ANOTHER EMPLOYEE:

- offer support to the victim
- offer to be a witness on their behalf
- if appropriate, approach the harasser and let him/her know behaviour is inappropriate
- if the harassment continues, discuss your observations with the harasser's superior

IF YOU ARE A SUPERVISOR:

You are legally responsible for creating and maintaining a working environment that is free from harassment. That means being sensitive to the climate in your work group and addressing potential problems before they become serious.

If you are aware of, or ought reasonably to have been aware of, harassment in your department, you are responsible and must act to stop it. Also, if harassment is going on and you **DO NOT ACT TO STOP IT**, risk being disciplined. In addition, you may be named as a co-respondent in the event the complaint is filed with the Human Rights Commission and subject to any fine determined by the Commission.

If you receive a complaint, immediately inform your department Head/Publisher and the Director of Human Resources. You will be expected to assist in and document a thorough and confidential investigation.

CLIENTS AND HARASSMENT:

There may be occasion where a sales staff member or other employee feels that he/she is being subjected to behaviour from a client that falls under the definition of harassment.

Although we cannot deal with a client in quite the same manner as a fellow employee, any harassment of a staff member by a client must be addressed by the Publisher/Department Head.

If you feel you are being harassed by a client, follow these steps:

1. Advise the client that his/her behaviour is inappropriate and unwelcome.
2. If you feel you need assistance with the problem and cannot deal with the client on your own, advise your Publisher and Department Head in writing, with a copy to Human Resources.
3. If the harassment continues, report this immediately to your Publisher/Department Head.

Your Publisher/Department Head will investigate your complaint and take appropriate action.

Effective Date: October 1, 1996

PROTOCOL to the WINNIPEG FREE PRESS HARASSMENT POLICY

Preamble

An employee may at any time approach his/her supervisor or management to raise a concern which might be better addressed outside the Harassment Policy. Management agrees to review any such concerns and to respond in a timely way.

Threshold for harassment in a supervisory context

1. Supervisors and employees under their supervision will treat each other with respect and dignity.
2. As part of their duties, supervisors are required to correct employee behavior, coach employees on job performance, impose discipline and engage in other job-related interaction with employees. These supervisory functions do not, in and of themselves, constitute harassment, even where the affected employee may feel slighted by criticism of his/her job performance.
3. Supervisors may not, in carrying out the above functions, engage in conduct or make comments which violate the provisions of the Manitoba *Human Rights Code*. This will be considered harassment under the Policy. Moreover, supervisors may not demean or abuse an employee in personal terms while carrying out the above functions. If repeated, this will also be considered harassment under the Policy.

Investigation following a complaint of harassment

4. The Company will commence the process of investigation as soon as possible after receiving a complaint of harassment, and in any event not later than five (5) working days after receipt.
5. All required interviews will take place as soon as reasonably possible considering the nature and scope of the investigation. The timing and location of interviews will be arranged so as to maximize the preservation of confidentiality.
6. The complainant will be kept reasonably informed of progress as the investigation proceeds.
7. Time limits may be extended by agreement of the complainant or where urgent circumstances warrant.

Response to the complaint

8. Within five (5) working days of completing the investigation, the Company will communicate a written response to the complainant and the respondent(s). A response will include a statement of the allegations, a summary of the investigation undertaken and the Company's conclusion. Upon the complainant's request, an in-person meeting will be held between the complainant and the investigator to review the response.

Complaints which fail to meet the threshold

9. If the Company determines at any time that, in its opinion, the complaint does not reach the threshold for harassment under the Policy, it will so advise the complainant and the respondent(s). The complainant will then have two options.
10. First, the complainant may request that notwithstanding the Company's opinion, the full investigation be completed. In such case, the Company will advise the complainant of the potential adverse consequences which may result from an allegation which is frivolous, completely without foundation, or made with malicious intent, in accordance with the Policy. The Company will then complete a full investigation.
11. Second, the complainant may terminate the complaint, in which case no further action shall be taken under the Policy. If a condition exists which requires the attention of the Company, the investigation may continue outside the ambit of the Policy, at the Company's discretion.

MAIL ROOM

1. Seniority

Seniority for the purposes of layoff is based upon the full-time employee's continuous length of service with the Company. Seniority for the purpose of selecting shifts, vacation and other leaves of absence or time off is based upon the full-time employee's continuous length of service from the date when he/she was hired as a full-time employee, including apprentice, in the Mailroom.

Employment shall be deemed continuous unless interrupted by:

1. dismissal for just and sufficient cause; or
2. dismissal to reduce the force; or
3. resignation; or
4. retirement.

Senior employees shall have first choice of vacation, and shifts and days off, subject to production necessities as determined by the Company.

An employee whose employment is terminated, except in the case of layoff, and is subsequently rehired shall commence service and seniority at the date of rehire.

2. Person-in-Charge

A person-in-charge who is a member of the crew will be appointed by the Foreman for any shift of three (3) or more employees which does not include the Foreman or Assistant Foreman. The person-in-charge shall receive an additional payment to cover the shift, calculated at 120% of the straight-time journeyman hourly rate.

3. Training

(a) The Company agrees to provide opportunities that do not restrict production for employees to broaden their skills through training on jobs other than those normally assigned, where job openings are clearly determinable. Employees shall possess the basic skills required for the opportunity being provided.

(b) In the event of any new equipment being implemented in the Mail Room, all mailers will be given the opportunity to be fully trained in the operation and maintenance of said equipment.

4. Apprentices

(a) The proportion of apprentices to journeymen in a shift may be one to every four journeymen or major portion thereof.

(b) All apprentices shall be given every reasonable opportunity to acquaint themselves with every phase of mail room operation.

(c) The minimum scale for apprentices shall not be less than that provided for by civil law. Otherwise, such scale shall be in proportion to the Journeyman's scale for day and night work as follows:

	1st 6 months	2nd 6 months
First year	50%	55%
Second year	60%	65%
Third year	75%	80%
Fourth year	85%	90%

5. Days Off

(a) The days off sheet, which shall set out the work schedule, shall be posted during the week commencing two (2) weeks prior to the commencement of the work schedule. Mailers on vacation at the time of the posting shall notify their chapel chairperson of their choice of days off for that time period.

(b) Except for emergencies, when the usual hour for starting work is to be altered, not less than 48 hours minimum notice shall be given by the Foreman to the chapel chairperson. The forty-eight (48) hours notice period shall not include days off.

6. Job Rotation

The foreman will endeavour to rotate mailers from work station to work station at approximately two-hour intervals during the shift.

7. Part-Time and Temporary Employees

(a) Employee benefits will be in accordance with applicable Manitoba legislation for employees who work less than 950 hours a year.

(b) A part-time employee is one who is hired to work regularly less than thirty-seven and one-half (37.5) hours per week.

It is agreed that from time to time part-time employees may work thirty-seven and one-half (37.5) hours or more in a week and that this shall not result in a part-time employee being deemed to be a full-time employee.

(c) A temporary employee is one employed for a special project or for a specified time, in either case not to exceed three (3) months except by mutual agreement.

(d) The Company will retain an adequate number of substitutes to allow employees to take time off during summer months or to coincide with their spouses' holiday period or for special circumstances.

(e) An employee shall be paid a minimum of four hours when called in to work.

(f) For all purposes, part-time employees shall accumulate seniority on the basis of hours worked (1,950 = one year). Senior part-time employees shall have first choice of shifts. All new openings for apprentices shall be filled from anywhere on the current part-time mailroom list.

(g) Employees who have worked a minimum of 950 hours in the preceding calendar year will be:

1. Provided with life insurance in an amount equal to that provided in the Free Press group insurance plan.
2. Granted bereavement leave in accordance with Article 33 for those days the employee is scheduled to work.
3. Accumulate sick leave on the basis of one (1) shift per quarter commencing October 1st, 1991, to a maximum of four (4) shifts. Payment shall be calculated on the basis of the average straight time worked on the day of illness.
4. The dental and extended health plan.

However, once an employee has achieved 5,000 hours, the employee must work at least 800 hours in the current calendar year to retain the above benefits for the following calendar year.

(h) Part-time employees' functions will include the movement of insert material and print rolls, the loading, operating and cleaning of insert hoppers, application of the top sheet and general area cleaning. The Union recognizes that changes in the functions performed by part-time employees may be necessary for the requirements and efficiency of operations, except that part-time employees' functions will not include Mailer or Insert Controller functions. One part-time employee will be utilized for each operating hopper.

(i) When a part-time employee is absent from work due to industrial accident covered by Workers Compensation, maternity leave or parental leave granted in accordance with Article 31 of this Agreement, sick leave granted in accordance with Mail Room Article 8(g) of this Agreement or Union business, the employee's average hours worked in the six (6) months immediately prior to such leave shall be credited to his/her seniority for the following year.

(j) The current practice of allowing part-time employees to book shifts with less than the required nine (9) hour turnaround period shall continue, without invoking the provisions of Article 41.

(k) The Company agrees that subject to the requirements and efficiency of operations, the part-time work schedule will be entered into the phone message system as soon as practicable between 3:00 p.m. and 4:30 p.m.

(l) The Company shall continue to post availability sheets in the Mailroom and part-time employees shall continue to indicate their availability on the sheets. Except for time off due to vacation, illness or approved leave of absence or unless otherwise authorized by the Company, each part-time employee shall make himself or herself available to work a minimum of one (1) shift on two (2) different days each week, as follows:

Group A - Employees 1 to 25 in seniority ranking

Unless otherwise authorized by the Company, Group A employees shall make themselves available for a minimum of one (1) shift on two (2) different days each week.

Group B - Employees 26 to 50 in seniority ranking

Unless otherwise authorized by the Company, Group B employees shall make themselves available for a minimum of one (1) shift on two (2) different days each week, one (1) of which shifts shall be on Saturday daily or Saturday afternoon.

Group C - Employees 51 and below in seniority ranking

Unless otherwise authorized by the Company, Group C employees shall make themselves available for a minimum of one (1) shift on two (2) different days each week, one (1) of which shifts shall be on Saturday daily or Saturday afternoon and one (1) of which shifts shall be on Sunday daily.

Unless otherwise authorized by the Company, Group C employees hired after May 15, 2005 shall make themselves available for a minimum of three (3) different shifts each week, one (1) of which shifts shall be on Saturday daily, one (1) of which shifts shall be on Saturday afternoon and one (1) of which shifts shall be on Sunday daily.

(m) Subject to (o), shifts shall continue to be assigned on the basis of seniority and indicated availability and when the Company requires part-time employees to work double shifts, these shifts shall also continue to be assigned on the basis of seniority and indicated availability.

(n) Subject to (o), a junior part-time employee shall not work more hours than a senior part-time employee on the same shift, unless the senior employee declined hours of work for that day. The Company shall make reasonable efforts to maximize the length of shifts worked by senior part-time employees.

(o) When the senior available part-time employee has worked thirty-three (33) hours in the week, the shift or double shift shall continue to be assigned to the next senior available part-time employee who has not worked thirty-three (33) hours that week. When all available part-time employees have worked thirty-three (33) hours that week, the assignment of the shift or double shift shall continue to be based solely on seniority and indicated availability. Except as specifically set forth in this (o), part-time employees shall not be assigned a shift where it would result in overtime or any other additional costs to the Company.

8. Mailer Functions

Full-time employees' functions will include bi-liner operator, sorting of top sheets, monitoring of shrink wrap, operation of the bar code console, operation of the distribution console, stitcher operator, operation of print roll wind up stations, basic maintenance, operation of all mailroom computers, operation of the fork lift, quarter folder, label applicator and any part-time function. The Union recognizes that changes in the functions performed by full-time employees may be necessary for the requirements and efficiency of operations.

Mailers shall, subject to the requirements and efficiency of operations, only be scheduled to one workstation or function during any given period in a shift.

9. Insert Controllers

(a) The Company shall select all Insert Controllers from the part-time Mail Room employee list.

(b) The Company shall employ no more than seven (7) Insert Controllers, except that the Company may employ more than seven (7) Insert Controllers, by mutual agreement, when business and production increases warrant it.

(c) In the selection of individuals for new openings for apprentices, employees hired into the Insert Controller classification shall not be deemed to have preference over other employees in the Mail Room simply by virtue of being in the Insert Controller classification. New openings for apprentices shall be filled from anywhere in the Mail Room.

(d) This Article shall not affect or diminish the hours or shifts of any current full-time Mailers. Insert

Controllers shall not perform the journey person duties of a full-time Mailer.

(e) For greater clarity, the functions of the Insert Controller classification will include those functions described in the Letter of Understanding - M3 re: Insert Controllers attached to this Agreement.

(f) An Insert Controller who is laid off will be placed on the part-time Mail Room employees list on the basis of the seniority number he/she had as a part-time employee before becoming an Insert Controller.

10. Part-time Employee Wage Rates

Part-time will advance on the wage progression as follows:

	<u>Oct. 1/08</u>	<u>Oct. 1/09</u>	<u>Oct. 1/10</u>	<u>Oct. 1/11</u>	<u>Oct. 1/12</u>
Rate/hour					
Start.....	14.55	14.84	15.14	15.44	15.67
After 975 hrs.....	15.42	15.73	16.04	16.36	16.61
After 1950 hrs.....	16.34	16.67	17.00	17.34	17.60
After 2925 hrs.....	17.26	17.61	17.96	18.32	18.59
After 3900 hrs.....	18.18	18.54	18.91	19.29	19.58

MAIL ROOM

Insert Controller					
Start.....	681.33	694.96	708.86	723.04	733.89
After 1 Yr.....	749.48	764.47	779.76	795.36	807.29
After 2 Yrs.....	817.61	833.96	850.64	867.65	880.66
After 3 Yrs.....	885.73	903.44	921.51	939.94	954.04
After 4 Yrs.....	953.86	972.94	992.40	1,012.25	1,027.43

Full-Time

	<u>Oct. 1/08</u>	<u>Oct. 1/09</u>	<u>Oct. 1/10</u>	<u>Oct. 1/11</u>	<u>Oct. 1/12</u>
Rate/week					
Journeymen mailers.....	1,362.68	1,389.93	1,417.73	1,446.08	1,467.77

LETTER OF UNDERSTANDING – M1

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Re: Collective Agreement: October 1, 2008 to June 30, 2013

Mailroom Department

The following past practices will be maintained during the term of the above referenced agreement.

1. **Uniforms**

The Company agrees to the practice of providing uniforms, six (6) shirts, three (3) pairs of pants. Also, the Company to supply coveralls for performing maintenance on equipment. Part-time employees will be supplied aprons upon request.

2. **Wash-up Times**

A five-minute wash-up time shall be allowed for employees in the Mailroom prior to lunch and at the end of the shift.

3. **Coffee Breaks**

A paid coffee break of fifteen (15) minutes shall be allowed to all employees, for every three (3) hours worked. In lieu of coffee breaks, mailers will be allowed to leave the floor to use the washrooms, get coffee, etc.

4. **Other Items**

Right to switch days off, provided that the Mailer has the approval of the Mailroom Foreman and there is no increased cost to the Company.

Where possible, the Saturday prior to and the Monday following scheduled holidays will be assigned as days off.

At any one time, four (4) Mailers will be allowed vacation of two-week periods during June, July, and August.

No Journeyman now on staff will be laid off for the purpose of reducing the number of journeymen and increasing the number of apprentices.

5. The Company agrees to make every effort to provide Full-time mailers with two (2) consecutive days off, subject to production necessities.

6. In the event that all part-time mailroom employees are not required for an entire shift, employees will express their intention to stay for the full production run at the start of their shift and senior employees will be given the first opportunity to work, so long as they are not in a position that overtime will commence during the regular portion of the shift.
7. The Company shall supply a safety boot allowance of eighty-five dollars (\$85.00) per 12 month period or one hundred and seventy (\$170.00) per 24 month period towards the cost of CSA approved footwear for Full-time mailers. Thereafter, safety boots will be mandatory.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – M2

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Re: Collective Agreement: October 1, 2008 to June 30, 2013

Mail Room Department

Re: Mail Room Approved Absence Procedure

Management agrees to give serious consideration to requests for single-day absences for significant reasons; and approval shall not be unreasonably withheld. Staffing to cover such approved absences shall remain the responsibility of the management.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – M3

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Re: Collective Agreement: October 1, 2008 to June 30, 2013

Mail Room Department

Re: Insert Controller Functions

Shipping:

- Ship all commercial insert material
- Strap material
- Shrink wrap material
- Preparation of loose inserts for mass distribution
- Count out mass material
- Organize pallets
- Load contractor trucks

Receiving:

- Insert receiving
- Take pictures of disorganized skids
- Organize store inserts in racks
- Data entry of all material received into computer system
- General building receiving
- Transfer receivables to appropriate departments
- Month end mailroom inventory check

Handling insert material:

- Preparation of inserts for production needs
- Stage movement of 220-150 rolls and skids. The rolling of 220 rolls into the bi-liner to be done under the supervision of a full-time Mailer.
- Remove skids from racks for insertion or pre-insertion for all shifts
- Move inserts into bi-lines
- Discard old insert material
- Complete insert deletion report

Operation of 150 wind up stations:

Bi-liner clean up:

Equipment Cleaning:

- Remove panels and perform basic cleaning on equipment under supervision of a full-time Mailer.

Equipment Operation:

- Fork Lift
- High Stackers
- Pallet Jack
- Yard tractor
- Perform safety checks on equipment

Part-time functions:

- Movement of insert material and print rolls
- Loading, operating & cleaning of insert hoppers
- Application of top sheet
- General area cleaning

General functions:

- Other duties as assigned

The following job functions are not deemed part of the job responsibilities of the Insert Controller:

1. Operation of the console
2. Operation of the bi-liner
3. Operation of the quarter folder
4. Operation of the stitcher

The Union recognizes that changes in the functions performed by Insert Controllers may be necessary for the requirements and efficiency of operations, except that Insert Controller functions will not include Mailer functions.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

EDITORIAL

1. Part-Time and Temporary Employees

(a) A part-time employee is one who is hired to work regularly less than 70% of the workweek, provided in this Agreement.

(b) A temporary employee is one employed for a special project or for a specified time, in either case not to exceed three (3) months, except by mutual agreement. Mutual agreement shall not be required for a temporary employee who is replacing a full-time employee on approved leave of absence that exceeds three (3) months.

(c) Part-time and temporary employees shall be paid on an hourly basis equivalent to the weekly salary provided for their classification and their experience, and shall advance on the schedule of minimum salaries according to the actual hours worked.

(d) Part-time employees covered by the Certification Order or the terms of this Collective Agreement shall receive all employee benefits.

2. Vehicle Compensation

Where an employee receives the Company's permission to use his/her own vehicle in the service of the Company, he/she shall be compensated for such usage upon submission of mileage logs which detail in the prescribed form the kilometres travelled in the service of the Company, except that he/she shall not be compensated for travel between the employee's residence and the Company's 1350 and 1355 Mountain Avenue locations. Effective the date of ratification of this Agreement, the kilometre allowance shall be \$0.35 per kilometre and the price per litre of gasoline shall be assumed to be \$1.159 for the current quarter. At the beginning of each quarter, the price of gasoline in Winnipeg will be determined from the Weekly Pump Price Survey from MJ Ervin and Associates (www.mjervin.com) and where the price of gasoline exceeds \$1.159 per litre, the kilometre allowance shall be increased by \$0.004 per kilometre for every \$0.02 per litre that the price of gasoline has increased and where the price of gasoline decreases, the kilometre allowance shall be decreased by \$0.004 per kilometre for every \$0.02 per litre that the price of gasoline has decreased, except that the kilometre allowance shall not be less than \$0.35 per kilometre.

3. Freelancing

An employee shall be free to engage in any activities outside of working hours. If such activity is in direct competition or exploits the employee's connection with the newspaper or results in a conflict of interest, the employee shall first obtain permission of the Company, which shall not be unreasonably withheld.

4. Shift Allocation

(a) If an insufficient number of employees volunteer to meet what is regarded by management as its requirements, shifts will be shared as equitably as possible by City Desk reporters with the exception of two (2) Legislature reporters, the City Hall bureau chief, the Police Beat reporter and the Principal Law Courts reporter. Those on Sports beats will work nights and weekends as required. All photographers will work shifts based on an equitable rotation agreed upon by the staff and the department head in which no one will work more than two (2) consecutive months of nights unless he/she volunteers.

Regular work schedules for all reporters and photographers, except employees in the Sports department, shall be posted two (2) weeks in advance.

The Company will make every effort to schedule employees so that they regularly get consecutive days off.

No reporter, except those in the sports department, will work more than two (2) consecutive months of nights unless the employee volunteers.

(b) Regular work schedules for all employees on the night rim shall be posted two (2) weeks in advance. In consultation with the employees, the Company agrees to make every effort to schedule employees so that they regularly get consecutive days off and all shifts will be distributed as equitably as possible.

(c) When the Company determines that it is necessary to replace an employee who is unexpectedly absent, the Company will seek volunteers from immediately available employees in the same classification.

5. **Training**

The Company agrees to provide opportunities that do not restrict production for employees to broaden their skills through training on jobs other than those normally assigned, where job openings are clearly determinable. Employees shall possess the basic skills required for the opportunity being provided.

6. **Freelancers**

Freelancers shall not be used when such use would result in the dismissal of a full-time employee.

7. **Corrections/Retractions**

The Company will not publish a correction or apology with respect to an employee's work until every effort has been made to discuss the matter with the employee.

8. **Bylines**

An employee's byline or credit line shall not be used over his/her protest.

Whenever substantive changes are made in a reporter's story, an effort will be made to discuss the changes before publication of the story, failing which the byline shall not be used.

9. **Expenses**

(a) Upon submission of expense reports in the prescribed form and properly supported by vouchers where obtainable, the Company shall pay all authorized and reasonable expenses incurred by employees in the service of the Company.

(b) In the event of a transfer to or from a bureau outside of the employee's city of residence and subject to the provisions of Article 26 – Transfers, all authorized and reasonable moving and associated expenses will be reimbursed by the Company.

10. **Sunday Work Scheduling**

Except where coverage of events scheduled for both Saturdays and Sundays is required, the Company will not assign employees to work both Saturdays and Sundays as part of a regular work week, unless the employee specifically requests such a shift.

11. **Sports Department**

Regular work schedule shall be posted one week in advance.

The Company agrees to make every effort to schedule reporters so that they regularly get consecutive days off.

12. **Letters to the Editor**

The Company will provide the employee concerned with a copy of any letter to the editor that refers to his/her work, prior to publication. If there is a disagreement between the Company and the employee over the decision to publish a letter the employee may then address the matter with the Editor or his/her designate. The letter will not be published until the employee has had a chance to discuss their concern with the Editor. The decision of the Editor to publish the letter is final.

13. **Shift and Beat Changes**

(a) The Company shall notify employees of all shift or beat changes, transfers or other changes in job situations at least one week in advance or earlier if the employee agrees.

(b) The Company agrees to discuss all such changes or transfers with employees in the departments involved prior to those changes or transfers being made.

(c) The Company shall make all reasonable efforts to assign reporters to the beats of their preference.

(d) The Company agrees that all such changes in situation will be done in a reasonable manner.

(e) The Company shall provide the affected employee and the Union the reasons, in writing, for every such beat change. Any employee not wanting the Union to have such correspondence shall indicate in writing to the Company.

14. **Banked Overtime**

(a) Optional banked overtime for employees will not exceed three (3) weeks at any given time. All overtime exceeding three weeks will be paid at the then-earned rate of pay.

(b) Employees will only again accumulate optional banked time when previous accumulated time is used, and that individual's level falls below the three-week maximum.

(c) Once accumulated, Employees must schedule the time off at a time mutually agreeable to the Company and the Employee.

EDITORIAL

Rate/Week	<u>Oct. 1/08</u>	<u>Oct. 1/09</u>	<u>Oct. 1/10</u>	<u>Oct. 1/11</u>	<u>Oct. 1/12</u>
Night Sports Editor, Asst. Night News Editor (rate incl. differential)	\$1,725.62	\$1,760.13	\$1,795.33	\$1,831.24	\$1,858.71
Asst. Sports Editor (rate incl. differential)....	1,590.88	1,622.70	1,655.15	1,688.25	1,713.57
Day Rate					
Day Production Editor.....	1,647.05	1,679.99	1,713.59	1,747.86	1,774.08
Asst. City Editor, Senior Copy Editor.....	1,568.58	1,599.95	1,631.95	1,664.59	1,689.56
Photo Editor, Art Director.....	1,513.79	1,544.07	1,574.95	1,606.45	1,630.55
Editorial Writer, Literary Editor, Cartoonist, Columnist (Full-time).....	1,460.58	1,489.79	1,519.59	1,549.98	1,573.23
Copy Editor, Chief Photog Start.....	1,084.69	1,106.38	1,128.51	1,151.08	1,168.35
After 1 Yr.....	1,157.03	1,180.17	1,203.77	1,227.85	1,246.27
After 2 Yrs.....	1,238.05	1,262.81	1,288.07	1,313.83	1,333.54
After 3 Yrs.....	1,336.95	1,363.69	1,390.96	1,418.78	1,440.06
After 4 Yrs.....	1,446.27	1,475.20	1,504.70	1,534.79	1,557.81
Reporter, Photog, Artist, Food Writer Start.....	993.17	1,013.03	1,033.29	1,053.96	1,069.77
After 1 Yr.....	1,076.78	1,098.32	1,120.29	1,142.70	1,159.84
After 2 Yrs.....	1,158.96	1,182.14	1,205.78	1,229.90	1,248.35
After 3 Yrs.....	1,259.37	1,284.56	1,310.25	1,336.46	1,356.51
After 4 Yrs.....	1,377.97	1,405.53	1,433.64	1,462.31	1,484.24
Paginator Start.....	832.37	849.02	866.00	883.32	896.57
After 1 Yr.....	924.41	942.90	961.76	981.00	995.72
After 2 Yrs.....	1,015.96	1,036.28	1,057.01	1,078.15	1,094.32
After 3 Yrs.....	1,116.61	1,138.94	1,161.72	1,184.95	1,202.72
After 4 Yrs.....	1,226.12	1,250.64	1,275.65	1,301.16	1,320.68
After 5 Yrs.....	1,362.68	1,389.93	1,417.73	1,446.08	1,467.77
Editorial/Library Clerk Start.....	671.09	684.51	698.20	712.16	722.84
After 1 Yr.....	731.98	746.62	761.55	776.78	788.43
After 2 Yrs.....	785.56	801.27	817.30	833.65	846.15
After 3 Yrs.....	842.59	859.44	876.63	894.16	907.57

LETTER OF UNDERSTANDING – E1

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Re: Vacations

Collective Agreement: October 1, 2008 to June 30, 2013

Editorial

Vacations for all employees shall be selected in two (2) week blocks in June, July or August based on seniority, subject to production necessities as determined by the Company. A third consecutive week can be selected if the maximum number of spots has not been filled, subject to production necessities as determined by the Company.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – E2

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Re: Collective Agreement: October 1, 2008 to June 30, 2013

Editorial

1. The practice regarding two fifteen-minute (15-minutes) paid coffee breaks will be maintained.
2. Merit pay granted to employees prior to May 2, 1982, for exemplary performance will not be reduced.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – E3

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Collective Agreement: October 1, 2008 to June 30, 2013

Re: Editorial Jurisdiction

The Company will maintain a policy that provides students with an opportunity to enhance their academic studies with experience in a newsroom setting.

The Company will accept no more than two students on work-experience placement, at any one time during the academic year (September to May), with the exception of December and January, when a maximum of four students will be placed in work-experience programs.

Placements will not exceed thirty (30) working days. Individual students will be limited to one placement per academic year.

The Company shall, in writing, on a monthly basis, communicate to the Union the name, the department and the terms of each student placement in the Editorial Department.

Students hired for summer relief, during the months of May, June, July and August will be paid sixty-five percent (65%) of the starting wage of photographer/reporter.

The intent of the student placement policy is to provide students with work experience, and such placements shall be used to complement the newsroom setting and not to replace any full-time employees.

SIGNED THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – E4

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Collective Agreement: October 1, 2008 to June 30, 2013

RE: Multi-media products

This letter will confirm that it is the Company's intent to test our abilities to move towards a multi-media newsroom which includes having photographers gain new skills and experience with using multi-media products to remain competitive.

Accordingly, the Company reserves the right to experiment with multi-media technology.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – E5

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Collective Agreement: October 1, 2008 to June 30, 2013

RE: Editorial Photo Equipment

This letter will confirm the Company will pay the part-time photographers ten percent (10%) of their salary per shift if they are required to use their personal photography equipment while performing work for the Winnipeg Free Press.

In the event the Company purchases additional photography equipment the part-time photographers will be required to use Company equipment and will no longer be eligible to receive payment for use of their personal equipment.

This agreement will be retroactive to April 1st, 2007.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – E6

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Collective Agreement: October 1, 2008 to June 30, 2013

Re: Amendment to Editorial Article 5 – Shift Allocation

The parties hereby agree to the following:

1. Effective March 16, 2008, affected employees in the Editorial Department will begin a four (4) day work week;
2. The shift schedule for Dave Sinclair, senior copy editor starts at 6:00 a.m. and ends at 3:45 p.m. Monday to Wednesday and starts at 7:00 a.m. and ends at 4:45 p.m. on Sunday. This will be in the office for full shift during the week (with ½ hour unpaid lunch breaks) for a total of 37.5 hours worked per week.
3. The shift schedule for Karen Wiecek starts at 6:00 a.m. and ends at 3:45 p.m. Wednesday to Friday and starts at 7:00 a.m. and ends at 4:45 p.m. on Saturday (with ½ hour unpaid lunch breaks) for a total of 37.5 hours worked per week.
4. There will be no rotation of the aforementioned schedule;
5. The duration of this agreement may be extended by mutual agreement between the parties.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

ADVERTISING

1. Seniority

Senior employees shall have first choice of vacation, and shifts or blocks of shifts, and positions subject to production necessities as determined by the Company.

2. Part-time and Temporary Employees

(a) A part-time employee is one who is hired to work regularly less than 70% of the workweek, provided in this Agreement.

(b) A temporary employee is one employed for a special project or for a specified time, in either case not to exceed three (3) months, except by mutual agreement.

(c) Part-time and temporary employees shall be paid on an hourly basis equivalent to the weekly salary provided for their classification and their experience, and shall advance on the schedule of minimum salaries according to the actual hours worked.

(d) Part-time employees covered by the Certification Order or the terms of this Collective Agreement shall receive all employee benefits.

(e) Part-time work schedules shall be posted one (1) week in advance.

3. Sunday Work - Classified Nights

On Sundays, except where Sunday is part of a regularly scheduled five (5) day workweek, the double-time provisions of this collective agreement will apply for all hours worked.

4. Training

The Company agrees to provide opportunities that do not restrict production for employees to broaden their skills through training on jobs other than those normally assigned, where job openings are clearly determinable. Employees shall possess the basic skills required for the opportunity being provided.

5. Banked Overtime

(a) Optional banked overtime for Sales Representatives will not exceed fifteen (15) hours at any given time. All overtime exceeding fifteen (15) optional banked hours will be automatically paid at the earned rate in cash. Optional banked overtime for non-sales representatives will not exceed five (5) days.

(b) Sales representatives will only again accumulate optional banked time when previous accumulated time is used and that individual's level falls below the fifteen (15) hour maximum.

6. Vehicle Compensation

Where an employee receives the Company's permission to use his/her own vehicle in the service of the Company, he/she shall be compensated for such usage upon submission of mileage logs which detail in the prescribed form the kilometres travelled in the service of the Company, except that he/she shall not be compensated for travel between the employee's residence and the Company's 1350 and 1355 Mountain Avenue locations. Effective the date of ratification of this Agreement, the kilometre allowance shall be \$0.35

per kilometre and the price per litre of gasoline shall be assumed to be \$1.159 for the current quarter. At the beginning of each quarter, the price of gasoline in Winnipeg will be determined from the Weekly Pump Price Survey from MJ Ervin and Associates (www.mjervin.com) and where the price of gasoline exceeds \$1.159 per litre, the kilometre allowance shall be increased by \$0.004 per kilometre for every \$0.02 per litre that the price of gasoline has increased and where the price of gasoline decreases, the kilometre allowance shall be decreased by \$0.004 per kilometre for every \$0.02 per litre that the price of gasoline has decreased, except that the kilometre allowance shall not be less than \$0.35 per kilometre.

ADVERTISING

	<u>Oct. 1/08</u>	<u>Oct. 1/09</u>	<u>Oct. 1/10</u>	<u>Oct. 1/11</u>	<u>Oct. 1/12</u>
Clerk II					
Start.....	\$659.63	\$672.82	\$686.28	\$700.01	\$710.51
After 1 Yr.....	713.70	727.97	742.53	757.38	768.74
After 2 Yrs.....	771.74	787.17	802.91	818.97	831.25
After 3 Yrs.....	844.97	861.87	879.11	896.69	910.14
Classified Customer Service Coordinator					
After 1 Yr.....	690.25	704.06	718.14	732.50	743.49
After 2 Yrs.....	744.55	759.44	774.63	790.12	801.97
After 3 Yrs.....	820.59	837.00	853.74	870.81	883.87
After 4 Yrs.....	905.05	923.15	941.61	960.44	974.85
Inside Sales Coordinator					
Start.....	671.55	684.98	698.68	712.65	723.34
After 1 Yrs.....	772.02	787.46	803.21	819.27	831.56
After 2 Yrs.....	872.92	890.38	908.19	926.35	940.25
After 3 Yrs.....	973.83	993.31	1,013.18	1,033.44	1,048.94
After 4 Yrs.....	1,074.28	1,095.77	1,117.69	1,140.04	1,157.14
Telemarketing Clerk, Clerk II - Sales Rep					
Start.....	733.45	748.12	763.08	778.34	790.02
After 1 Yr.....	787.02	802.76	818.82	835.20	847.73
After 2 Yrs.....	863.90	881.18	898.80	916.78	930.53
After 3 Yrs.....	947.54	966.49	985.82	1,005.54	1,020.62
Inside Sales Rep					
Start.....	733.45	748.12	763.08	778.34	790.02
After 1 Yr.....	787.02	802.76	818.82	835.20	847.73
After 2 Yrs.....	863.90	881.18	898.80	916.78	930.53
After 3 Yrs.....	947.54	966.49	985.82	1,005.54	1,020.62
After 4 Yrs.....	999.95	1,019.95	1,040.35	1,061.16	1,077.08
Creative Director	1,377.97	1,405.53	1,433.64	1,462.31	1,484.24
Outside Display Sales, Commercial Print Sales Rep, Pre-Print Sales Rep					
Start.....	692.82	706.68	720.81	735.23	746.26
After 1 Yr.....	973.38	992.85	1,012.71	1,032.96	1,048.45
After 2 Yrs.....	1,104.19	1,126.27	1,148.80	1,171.78	1,189.36
After 3 Yrs.....	1,353.60	1,380.67	1,408.28	1,436.45	1,458.00
Retail Sales Supervisor.....	1,432.70	1,461.35	1,490.58	1,520.39	1,543.20

	<u>Oct. 1/08</u>	<u>Oct. 1/09</u>	<u>Oct. 1/10</u>	<u>Oct. 1/11</u>	<u>Oct. 1/12</u>
Dispatch Driver					
Start.....	\$607.39	\$619.54	\$631.93	\$644.57	\$654.24
After 1 Yr.....	660.98	674.20	687.68	701.43	711.95
After 2 Yrs.....	710.25	724.46	738.95	753.73	765.04
After 3 Yrs.....	783.64	799.31	815.30	831.61	844.08
Advertorial Writer, Research Analyst					
Start.....	844.19	861.07	878.29	895.86	909.30
After 1 Yr.....	915.27	933.58	952.25	971.30	985.87
After 2 Yrs.....	985.12	1,004.82	1,024.92	1,045.42	1,061.10
After 3 Yrs.....	1,070.45	1,091.86	1,113.70	1,135.97	1,153.01
After 4 Yrs.....	1,171.30	1,194.73	1,218.62	1,242.99	1,261.63
Zone, Single Sheet, Classified Outside Sales					
Start.....	646.43	659.36	672.55	686.00	696.29
After 1 Yr.....	827.37	843.92	860.80	878.02	891.19
After 2 Yrs.....	991.34	1,011.17	1,031.39	1,052.02	1,067.80
After 3 Yrs.....	1,150.56	1,173.57	1,197.04	1,220.98	1,239.29
Zoned Supervisor, Advertorial Supervisor					
Supervisor.....	1,333.28	1,359.95	1,387.15	1,414.89	1,436.11
Online Developer					
1 st Year.....	671.55	684.98	698.68	712.65	723.34
2 nd Year.....	750.07	765.07	780.37	795.98	807.92
3 rd Year.....	848.76	865.74	883.05	900.71	914.22
4 th Year.....	947.46	966.41	985.74	1,005.45	1,020.53
Senior Online Developer					
1 st Year.....	924.41	942.90	961.76	981.00	995.72
2 nd Year.....	1,015.96	1,036.28	1,057.01	1,078.15	1,094.32
3 rd Year.....	1,116.60	1,138.93	1,161.71	1,184.94	1,202.71
4 th Year.....	1,226.12	1,250.64	1,275.65	1,301.16	1,320.68

LETTER OF UNDERSTANDING – A1

BETWEEN

WINNIPEG FREE PRESS

CEP Local 191

Collective Agreement: October 1, 2008 to June 30, 2013

Re: Advertising Department Outside Display Representatives Commission Plan

The following provisions shall apply to all Outside Display Sales Representatives, Commercial Print Sales Representatives and Preprint Sales Representatives:

- (a) There shall be no cap on any commission payouts.
- (b) A list of controllable accounts and uncontrollable accounts will be established for each sales rep by mutual agreement with management.
- (c) The Company will institute a rotating distribution of new business call-ins based on seniority. The Company shall appoint an employee to distribute each new business call-in received via phone, email and fax on the basis of seniority, such that the first new business call-in will be assigned to the most senior sales rep, the second new business call-in will be assigned to the second most senior sales rep and so forth, except that in the event that the sales rep to whom the new business call-in would be assigned is on a leave of absence of more than 24 hours, the new business call-in will be assigned to the next most senior sales rep.
- (d) The Company will institute a separate account draft for local inactive accounts and a separate account draft for each of the automotive and new housing markets. An inactive account is an account that has not advertised with the Company for eighteen (18) months. Each draft will be held every six (6) months.

The drafts shall be administered on the basis of seniority, with the most senior sales rep selecting two (2) accounts, followed by the next most senior sales rep selecting two (2) accounts and so forth until all accounts are either selected or the sales reps do not wish to select any of the remaining accounts. The most senior sales rep who was not provided the opportunity to select an account will have the first opportunity in the next draft, unless he/she had been absent from the previous draw selection meeting. Where a sales rep is absent from the draw selection meeting, the opportunity to select an account will pass to the next most senior sales rep.

Sales reps will be entitled to protect ten (10) prospective accounts for a period of ninety (90) days, which ninety (90) day period may be extended by a further ninety (90) days at the discretion of the Company, and five (5) seasonal accounts for a period of one (1) year, provided that the sales rep is actively working the prospective account or seasonal account and making progress on such account.

None of the above precludes a sales rep from trading an account or accounts with another sales rep by mutual agreement and with the consent of the Company, except that an automotive account may be traded only with another automotive account and a housing account may be traded only with another housing account, nor does it preclude the Company from reassigning accounts in the event that a client requests a sales rep change.

- (e) Errors will not be charged against advertising revenue where such errors are not the responsibility of the sales rep.
- (f) Windfalls or new business accounts will not result in a budget adjustment within the current year.
- (g) Credit status reports and revenue reports will be supplied to sales reps on a weekly basis.
- (h) The Company will provide each sales rep with a copy of current credit procedures. No charge backs against commission will take place for either display or classified revenue commissions if such procedures are followed. In the event credit procedures are not followed, the sales rep will be charged back his/her commission unless the Company has expressly waived the credit procedure for a particular client or advertisement. Before such charge back occurs, the Company will inform the sales rep and the sales rep will have the opportunity to discuss the issue with his/her Director of Sales.
- (i) Annual budget targets will be based on the previous year's revenue for a given month, adjusted for day of exchange of any Friday or Saturday changes, plus five percent (5%) growth for the current year.
- (j) Any revenue generated through classified advertising sales for accounts on their account list in their territory will be attributed to the appropriate sales rep's revenues for that month, regardless of who generated the sale. Sales reps will be paid a commission rate of three percent (3%) for each commercial print sale where the printing is contracted out and 5% commission if the commercial work is done on our own presses. This revenue will be included in the following year's target. Sales reps will have the option of choosing to include insert revenue in their monthly sales.
- (k) Divisions or changes to a sales rep's account list shall not be made by the Company arbitrarily. Any proposed changes would be discussed at a joint meeting of the sales rep and management. Any changes made, if negatively affecting that sales rep's revenue, would have that revenue removed from their target so as not to hinder commission payout or further potential. Where a sales rep's account list is altered by the Company, the rep shall have the option of changing commission plans immediately.
- (l) The Company will continue to reimburse sales reps for expenses upon submission of expense reports in the prescribed form and properly supported by receipts. Telephone expenses will be reimbursed up to a maximum of \$85.00 per month. The Company shall activate only the data portion of the Blackberry device and will incur the full costs associated with the use of the Blackberry. The use of the Blackberry is limited to business purposes only. The Blackberry device remains the property of the Company.
- (m) In the event that an existing significant account is lost due to closure or receivership of a business, or due to a credit hold, sales reps will only be expected to acquire new business to substitute such loss, on the following basis:
 - i. Where the account list previously generated up to \$1,000,000 annually, the sales rep would be responsible for \$5,000 new business.
 - ii. Where the account list previously generated \$1,000,000 to \$1,500,000 annually, the sales rep would be responsible for \$10,000 new business
 - iii. Where the account list previously generated over \$1,500,000 annually, the sales rep would be responsible for \$15,000 new business.

- (n) The Company shall maintain support personnel at a level to provide support in all teams at all times, including vacation and illness. Vacation schedules will be built to ensure there are not multiple absences within each group, so sales reps will be able to schedule appropriate time to their accounts.
- (o) All sales reps will have the option of changing commission plans every October 1. Sales reps will have the option of choosing between plans A or B.
- (p) Commission payouts will be reconciled and paid monthly. The draw for Plan B will be equivalent to the Outside Display Sales bi-weekly wage rate.
- (q) Sales reps will have the option of claiming total revenue on processing contra ads; however, a sales rep will be paid commission on contra only if the contra entered into reduces the client's normal average spending, based on the previous calendar year, and the revenue is included in the following year's target. The following are the types of contra for which sales reps may be paid a commission:
 - i) Contra: useable goods or services with a cash value provided in exchange for advertising space; and
 - ii) In-Kind: space in the newspaper that the Company provides to a third party in exchange for sponsorship.
- (s) The sick leave benefits under Article 32 will be applicable to Plan B sales reps commencing from the eighth consecutive working day missed by the sales rep due to illness or accident and continuing for a maximum period of twenty-six (26) weeks at the Outside Display Sales wage rate. Upon the sales rep's return to work commission will commence from their first day of work.

PLAN A:

Base salary in accordance with Collective Agreement, Outside Display Sales, except that base salary for Preprint Sales Representatives will be in accordance with Collective Agreement, Preprint Sales.

Commission to be paid as follows:

When a sales rep reaches one hundred percent (100%) of their target, the Company shall pay one thousand dollars (\$1,000) to the sales rep. The sales rep shall be paid at five percent (5%) on all revenues above one hundred percent (100%) of target, except that the sales rep shall be paid at ten percent (10%) on all revenues above one hundred and five percent (105%) of target.

PLAN B:

There shall be no base salary.

Commission to be paid as follows:

The Company shall pay five percent (5%) of revenue on controllable accounts, and two percent (2%) of revenue on uncontrollable accounts, except that the sales rep shall be paid at ten percent (10%) on all revenues above one hundred and five percent (105%) of target on controllable accounts.

SIGNED ON THIS DAY OF , 2009.

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – A2

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Re: Collective Agreement: October 1, 2008 to June 30, 2013

COMMISSION STRUCTURES

1. Classified Sales Representative Commission Plan Structure:
At 100% of target, a bonus of \$1,000.00 to be paid. For every percentage point increase above target, commission will be increased by fifty dollars (\$50.00). There will be no cap on commission payouts.
2. Zone Sales Representative Commission Plan Structure:
At 100% of target, a bonus of \$500.00 to be paid.
3. Telemarketing Clerk Commission Plan Structure:
At 100% of target, a bonus of \$500.00 to be paid. For every \$1,000.00 increase above target, commission will be increased by fifty dollars (\$50.00). There will be no cap on commission payouts.
4. Inside Sales Representative:
At 100% of target, a bonus of \$500.00 to be paid.

The Company reserves the right to modify its bonus programs from time to time to meet the changing needs and conditions. Such modifications shall not result in programs that are less beneficial to employees than existing programs at achievement of target.

SIGNED ON THIS DAY OF , 2009.

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – A3

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Re: Collective Agreement: October 1, 2008 to June 30, 2013

Advertising Department

The Company will renew the past practice letter of attachment as follows:

1. The classified day shift will be maintained at 7.25 hours a day (36.25 hours a week). Overtime shall be paid to any employee working longer than the above-mentioned hours.
2. Lunch hours for all outside sales representatives shall continue to be one (1) hour long.
3. The practice regarding two fifteen-minute (15-minutes) paid coffee breaks will be maintained.
4. It is agreed that in the Classified department at any one time three (3) Classified operators shall be allowed vacations of two (2) week periods during June, July and August.

Consideration shall be given to requests by part-time employees for time off during June, July and August, subject to production necessities as determined by the Company.

5. The premium for the person in charge in the Classified department shall be ten percent (10%) over the regular rate.
6. The Company will endeavour to keep Advertising vehicles in a clean and respectable condition and in safe working order.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – A4

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Re: Collective Agreement: October 1, 2008 to June 30, 2013

Advertising Department

Re: Classified Department Shift Scheduling

1. The Company shall post part-time blocks of shifts for each calendar quarter. Blocks of shifts shall contain no more than seventy per cent (70%) of the workweek provided in the Collective Agreement.
2. The blocks of shifts shall be posted for fourteen (14) days and senior part-time employees shall have first choice of blocks of shifts.
3. Any additional shifts or additional hours shall be offered on the basis of seniority, except that where the additional shift or hours would result in the senior part-time employee working in excess of seventy percent (70%) of the workweek, the additional shift or hours will be offered to the next senior part-time employee who will not work in excess of seventy percent (70%) of the workweek as a result of the additional shift or hours.
4. Any exchange of shifts between employees must be approved by the Company in advance and must not result in an employee working more than seventy percent (70%) of the workweek provided in the Collective Agreement or in any additional cost to the Company.
5. If the Company requires additional block(s) of shifts in any calendar quarter, the Company shall post the additional block(s) of shifts for five (5) days.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – A5

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Re: Collective Agreement: October 1, 2008 to June 30, 2013

Advertising Department

RE: Classified Outbound Sales

The Company will post additional duties within the Clerk II Classification open to all employees of the Winnipeg Free Press and Canstar Community News for the purpose of outbound solicitation of advertising business. Should there be insufficient interest in the Classified Outbound Sales the Company shall post externally.

Selected employees will be paid a commission in addition to the regular Clerk II contract rate. In addition the Company may from time to time add bonuses and contests at their discretion above the commission rate,

Classified Commissions:

The Company will pay two (2%) percent on verified sales from outbound selling in all categories with the exception of employment. Employment advertising will be paid at a commission rate of 3% on verified sales.

In the funeral home business category, commissions will be paid on all advertising with the exception of obituary notices.

The duration of this agreement is six (6) months from the signing of this agreement and will be subject to review at that time.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – A6

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Re: Collective Agreement: October 1, 2008 to June 30, 2013

Advertising Department

Re: Advertising – New Classification - Online Sales Specialist

The Company and the Union hereby agree that the classification of Online Sales Specialist will be established and be covered by the Collective Agreement between the Company and the Union effective October 1, 2008 to June 30, 2013, in accordance with the following terms and conditions:

1. The duties of the Online Sales Specialist are as follows:
 - Maintain & increase advertising revenues for all online products including Autos & Homes
 - Work closely with Inside Sales Coordinator
 - Provide excellent customer service. Liaise between customer, credit dept and production department and assist in the resolution of problems which may arise
 - Maintain regular customer contact through regularly scheduled sales calls
 - Work with graphic designers to create and design online advertising campaign layouts and strategies
 - Collect ad prepayments as required
 - Track weekly progress of advertisers spending and check competition daily
 - Keep track of advertiser contracts and renew or negotiate with clients to ensure revenue contracts are signed by customers in a timely manner
 - Keep sales management informed of market conditions, sales opportunities and problem accounts
 - Maintain account files and keep an up-to-date customer profile
 - Perform weekly, monthly and yearly account revenue analysis
 - Attend weekly and as required sales meetings and advertiser functions as required
 - Attend and participate in sales courses and programs as required by the Company
 - Other duties as assigned

2. the weekly wage scale for the Online Sales Specialist shall be Plan A as described in LOU A-1. The Online Sales Specialist will sell directly and assist existing Outside Display Sales Representatives on sales presentations and direct sales calls. Where the Outside Display Sales Representative is involved in the process and sales call they will receive their normal controllable commission and the Online Sales Specialist will also receive their normal controllable commission. In any instance where the Online Sales Specialist is the only selling rep involved and the client exists on another account list

the account lists the Outside Display Sales Representative shall receive the non controllable commission rate and the Online Sales Specialist shall receive their normal commission.

3. the position of Online Sales Specialist shall be considered a separate classification and shall not invoke seniority provisions for any other position;
4. shifts shall be assigned in accordance with departmental needs and seniority provisions of the Collective Agreement;
5. this agreement is not intended to alter or amend the rights of either party as outlined in the Collective Agreement and only amends the Collective Agreement as expressly stated in this document; and
6. this agreement is without prejudice or precedent and it shall not be referred to or taken into consideration in any matter whatsoever involving any other employee of the Company or the Brandon Sun.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

CREATIVE SERVICES

1. Preamble

1. The wage schedules and position titles of the Creative Services Department are as follows:

		<u>Oct./08</u>	<u>Oct./09</u>	<u>Oct./10</u>	<u>Oct./11</u>	<u>Oct./12</u>
Technician I	Start	\$671.55	\$684.98	\$698.68	\$712.65	\$723.34
	After 1st Year	772.02	787.46	803.21	819.27	831.56
	After 2nd Year	872.93	890.39	908.20	926.36	940.26
	After 3rd Year	973.83	993.31	1,013.18	1,033.44	1,048.94
	After 4th Year	1,074.28	1,095.77	1,117.69	1,140.04	1,157.14

Are capable of performing Scanning, Layout 8000, and Creative Services Administration

		<u>Oct. 1/08</u>	<u>Oct. 1/09</u>	<u>Oct. 1/10</u>	<u>Oct. 1/11</u>	<u>Oct. 1/12</u>
Technician II	Start	\$832.37	\$849.02	\$866.00	\$883.32	\$896.57
	After 1st Year	924.41	942.90	961.76	981.00	995.72
	After 2nd Year	1,015.96	1,036.28	1,057.01	1,078.15	1,094.32
	After 3rd Year	1,116.60	1,138.93	1,161.71	1,184.94	1,202.71
	After 4th Year	1,226.12	1,250.64	1,275.65	1,301.16	1,320.68
	After 5th Year	1,362.68	1,389.93	1,417.73	1,446.08	1,467.77

Are primarily capable of performing Technician I all Composing room and Ad Art functions

		<u>Oct. 1/08</u>	<u>Oct. 1/09</u>	<u>Oct. 1/10</u>	<u>Oct. 1/11</u>	<u>Oct. 1/12</u>
Technician III	Start	\$993.17	\$1,013.03	\$1,033.29	\$1,053.96	\$1,069.77
	After 1st Year	1,076.78	1,098.32	1,120.29	1,142.70	1,159.84
	After 2nd Year	1,158.96	1,182.14	1,205.78	1,229.90	1,248.35
	After 3rd Year	1,259.37	1,284.56	1,310.25	1,336.46	1,356.51
	After 4th Year	1,377.97	1,405.53	1,433.64	1,462.31	1,484.24

Are primarily performing Technician II & III functions.

		<u>Oct. 1/08</u>	<u>Oct. 1/09</u>	<u>Oct. 1/10</u>	<u>Oct. 1/11</u>	<u>Oct. 1/12</u>
Supervisor Creative Services I		\$1,377.97	\$1,405.53	\$1,433.64	\$1,462.31	\$1,484.24

Capable of supervising Technician I and II employees

		<u>Oct. 1/08</u>	<u>Oct. 1/09</u>	<u>Oct. 1/10</u>	<u>Oct. 1/11</u>	<u>Oct. 1/12</u>
Supervisor Creative Services II		\$1,513.79	\$1,544.07	\$1,574.95	\$1,606.45	\$1,630.55

Capable of supervising Technician I, II and III employees

Creative Services Administrator Clerk

		<u>Oct. 1/08</u>	<u>Oct. 1/09</u>	<u>Oct. 1/10</u>	<u>Oct. 1/11</u>	<u>Oct. 1/12</u>
	Start	\$659.63	\$672.82	\$686.28	\$700.01	\$710.51
	After 1 st Year	713.70	727.97	742.53	757.38	768.74
	After 2 nd Year	771.74	787.17	802.91	818.97	831.25
	After 3 rd Year	844.97	861.87	879.11	896.69	910.14

2. Employees hired specifically into the Technician I, II or III and who are full-time employees will progress up the scale at each anniversary date of their entering that classification.
3. Part-time employees specifically hired into the Technician I II or III classification will receive the equivalent hourly rate and progress up the scale one level for each 1950 hours worked within the classification.
4. Employees required to work in a higher classification will be paid the equivalent level of pay for time worked in that classification.

CREATIVE SERVICES

2. Manager

The Manager of the Creative Services, under authority delegated to him/her by the Publisher, shall have supervision and control of all employees within the Creative Services and shall have the power to hire and discharge, subject to the grievance and arbitration procedure, all such help therein.

Except for emergencies, when the usual hour for starting work is to be altered, not less than forty-eight (48) hours minimum notice will be given by the Manager to the chapel chairperson. The 48-hour notice period shall not include days off.

3. Seniority

Senior employees will have first choice of vacation, and newly created or vacant starting times and days off, subject to production necessities as determined by the Company.

4. Electronics Technicians

Members who work as qualified electronics technicians may be compensated by the Company on the merit system over and above the journeyman rates. The Company shall endeavour to give electronics technicians sufficient training to become proficient in the maintenance and repair of all equipment.

LETTER OF UNDERSTANDING – C.S.1

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Re: Collective Agreement: October 1, 2008 to June 30, 2013

Creative Services

The following past practices will be maintained during the term of the agreement:

1. Temporary Full-Time and Part-Time Employees

(a) When in the opinion of the foreman more work must be done than can be covered by the regularly scheduled employees in their full shift or regular work week, then before overtime is requested of any employee, persons laid off to reduce the force will be offered first opportunity for either temporary full-time or part-time employment in the following manner.

(b) The union will provide the Company with a list of laid-off persons wishing to work as either temporary full-time employees and/or part-time employees.

(c) Such persons will be offered temporary full-time or part-time employment in reverse order of their layoff.

(d) Wage rates for temporary full-time or part-time employees shall be on an hourly basis and as provided in the collective agreement.

(e) A temporary employee shall receive no employment benefits with the exception of vacations, which shall be in accordance with the Employment Standards Code.

(f) Should any such person refuse a recall, his/her name shall be dropped to the bottom of the list, and for the purposes of (i) the hours of work offered will count as time worked.

(g) A part-time employee is one who is hired to work for less than a full shift.

(h) A temporary full-time employee is one employed for either a special project or for a specific time, in either case not to exceed three (3) months, except by mutual agreement.

(i) Part-time employees shall not select more than (30) hours per work week, unless otherwise authorized by the Company.

(j) The application of this letter will not interfere with the recall rights of employees as set out in the Collective Agreement.

(k) It is understood and agreed that the provisions of this letter of understanding will not be used by the Company to reduce the force or to create a regularly scheduled temporary work force, or by the union to forestall the Company's assigning of overtime in situations covered by the Employment Standards Code.

(l) It is understood and agreed that the procedure described above will be used to attempt to cover the work required; if sufficient laid off employees cannot be retained then the Company will offer overtime to regular employees covered by the collective agreement in the Creative Services.

(m) Part-time employees covered by the Certification Order or the terms of this Collective Agreement shall receive all employee benefits.

2. **Joint Training Committee**

The company agrees to the establishment of a joint training committee in the Creative Services, consisting of an equal number of representatives from the company and the union, which will formulate and regulate training programs designed to best meet the future production requirements of the company.

3. **Coffee Breaks**

The practices regarding two fifteen (15) minute paid coffee breaks will be maintained.

4. **Vacations**

Vacations for all employees shall be selected in two (2) week blocks in June, July and August, based on seniority, subject to production necessities as determined by the Company.

5. **Banked Overtime**

(a) Optional banked overtime for employees will not exceed two (2) weeks at any given time. All overtime exceeding two (2) weeks will be paid at the then earned rate of pay. Any employee who at date of ratification had overtime banked in excess of two (2) weeks, shall not bank any additional time until his/her accumulated time falls below the two (2) week maximum.

(b) Employees will only again accumulate optional banked time when previous accumulated time is used, and that individual's level falls below the two (2) week maximum.

(c) Once accumulated, employees must schedule the time off at a time mutually agreeable to the company and the employee.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

CIRCULATION

1. Seniority

Senior employees shall have first choice of vacation, and newly created or vacant starting times and days off, subject to production necessities as determined by the Company.

2. Part-Time Employees

(a) Employee benefits will be in accordance with applicable Manitoba legislation for employees who work less than 950 hours a year.

(b) A part-time employee is one who is hired to work regularly less than eighty percent (80%) of the workweek provided in this agreement.

Senior employees shall have first choice of shifts subject to the eighty percent (80%) indicated above.

(c) A temporary employee is one employed for a special project or for a specified time, in either case not to exceed three (3) months, except by mutual agreement.

(d) Employees who have worked a minimum of 950 hours in the preceding calendar year will be:

1. Provided with life insurance in an amount equal to that provided in the Free Press group insurance plan.
2. Granted bereavement leave in accordance with Article 33 for those days the employee was scheduled to work.
3. Accumulate sick leave on the basis of one (1) shift per quarter commencing October 1st, 1991, to a maximum of four (4) shifts. Payment shall be calculated on the basis of average straight time worked on the day of illness.
4. The dental and extended health plan.

However, once an employee has achieved 5,000 hours, the employee must work at least 800 hours in the current calendar year to retain the above benefits for the following calendar year.

(e) Part-time and temporary employees working in a classification listed under the full-time wage appendix shall be paid on an hourly basis equivalent to the weekly salary provided for their classification and their experience, and shall advance on the schedule of minimum salaries according to the actual hours worked. Temporary appointments shall be as indicated in Article 25 of the agreement.

(f) When a part-time employee is absent from work due to industrial accident covered by Workers' Compensation, maternity leave or parental leave granted in accordance with Article 31 of this Agreement, sick leave granted in accordance with Circulation Article 2(d) of this Agreement or Union business, the employee's average hours worked in the six (6) months immediately prior to such leave shall be credited to his/her seniority for the following year.

3. **Day Off**

Days off for all employees working in the truck driver classification, as of the date of signing this agreement, will be on a seven-week rotational basis and holiday relief managers shall receive two weekends off (Saturday, Sunday, and Monday) every twelve (12) weeks.

4. **Training**

The Company agrees to provide opportunities that do not restrict production for employees to broaden their skills through training on jobs other than those normally assigned where job openings are clearly determinable. Employees shall possess the basic skills required for the opportunity being provided.

CIRCULATION

Full-Time

	<u>Oct. 1/08</u>	<u>Oct. 1/09</u>	<u>Oct. 1/010</u>	<u>Oct. 1/11</u>	<u>Oct. 1/12</u>
ABC Coordinator, Promotions Coordinator					
1st Year.....	\$690.25	\$704.06	\$718.14	\$732.50	\$743.49
2nd Year.....	744.55	759.44	774.63	790.12	801.97
3rd Year.....	820.59	837.00	853.74	870.81	883.87
4th Year.....	905.05	923.15	941.61	960.44	974.85
ABC Analyst					
Start	844.19	861.07	878.29	895.86	909.30
1st Year.....	915.27	933.58	952.25	971.30	985.87
2nd Year.....	985.12	1,004.82	1,024.92	1,045.42	1,061.10
3rd Year.....	1,070.45	1,091.86	1,113.70	1,135.97	1,153.01
4th Year.....	1,171.30	1,194.73	1,218.62	1,242.99	1,261.63
Branch Clerk, Clerk, Single Copy Sales Rep					
1st Year.....	633.04	645.70	658.61	671.78	681.86
2nd Year.....	670.09	683.49	697.16	711.10	721.77
3rd Year.....	766.28	781.61	797.24	813.18	825.38
4th Year.....	802.51	818.56	834.93	851.63	864.40
Dist. Man. Sr., Country Sales Representatives & Shipping supervisor					
1st Year.....	847.16	864.10	881.38	899.01	912.50
2nd Year.....	1,014.44	1,034.73	1,055.42	1,076.53	1,092.68
3rd Year.....	1,183.31	1,206.98	1,231.12	1,255.74	1,274.58
4th Year.....	1,355.14	1,382.24	1,409.88	1,438.08	1,459.65
District Manager Jr.					
1st Year.....	782.65	798.30	814.27	830.56	843.02
2nd Year.....	947.55	966.50	985.83	1,005.55	1,020.63
3rd Year.....	1,120.93	1,143.35	1,166.22	1,189.54	1,207.38
4th Year.....	1,288.19	1,313.95	1,340.23	1,367.03	1,387.54
Truck Driver, Dispatch					
1st Year.....	604.37	616.46	628.79	641.37	650.99
2nd Year.....	715.89	730.21	744.81	759.71	771.11
3rd Year.....	828.44	845.01	861.91	879.15	892.34
4th Year.....	948.60	967.57	986.92	1,006.66	1,021.76
City District Manager & Country Premium.....	23.91	24.39	24.88	25.38	25.76
Head Shipper.....	1,043.49	1,064.36	1,085.65	1,107.36	1,123.97

CIRCULATION

Part-Time

	<u>Oct. 1/08</u>	<u>Oct. 1/09</u>	<u>Oct. 1/10</u>	<u>Oct. 1/11</u>	<u>Oct. 1/12</u>
District checkers (Less than 950 hours in previous year)					
Start.....	\$13.17/hr	\$13.43/hr	\$13.70/hr	\$13.97/hr	\$14.18/hr
After Six Months.....	13.85/hr	14.13/hr	14.41/hr	14.70/hr	14.92/hr
(More than 950 hours in previous year)					
After Six Months.....	14.56/hr	14.85/hr	15.15/hr	15.45/hr	15.68/hr
Telephone Sales Representatives (TSR)					
Start.....	8.75/hr	8.93/hr	9.11/hr	9.29/hr	9.43/hr
After 6 months.....	9.05/hr	9.23/hr	9.41/hr	9.60/hr	9.74/hr

The general wage increase effective October 1, 2008 shall not be applicable to Telephone Service Representatives, but the general wage increases effective October 1, 2009, October 1, 2010, October 1, 2011 and October 1, 2012 shall be applicable to Telephone Service Representatives.

Telephone Sales Supervisors					
Start.....	11.73/hr	11.96/hr	12.20/hr	12.44/hr	12.63/hr
After 6 months.....	12.04/hr	12.28/hr	12.53/hr	12.78/hr	12.97/hr
Verifier					
Start.....	11.87/hr	12.11/hr	12.35/hr	12.60/hr	12.79/hr
After 6 months.....	12.20/hr	12.44/hr	12.69/hr	12.94/hr	13.13/hr
Complaint Driver					
Start.....	11.00/hr	11.22/hr	11.44/hr	11.67/hr	11.85/hr
After 6 months.....	11.34/hr	11.57/hr	11.80/hr	12.04/hr	12.22/hr
After 12 months.....	11.41/hr	11.64/hr	11.87/hr	12.11/hr	12.29/hr
Lead hand premium (More than 950 hours in previous year)	1.00/hr	1.00/hr	1.00/hr	1.00/hr	1.00/hr
Customer Service Rep, Shippers (Less than 950 hours in previous year)					
0 - 650 hours.....	13.26/hr	13.53/hr	13.80/hr	14.08/hr	14.29/hr
651 - 1300 hours.....	13.57/hr	13.84/hr	14.12/hr	14.40/hr	14.62/hr
1301 - 1950 hours.....	13.90/hr	14.18/hr	14.46/hr	14.75/hr	14.97/hr
1951 - 2600 hours.....	14.24/hr	14.52/hr	14.81/hr	15.11/hr	15.34/hr
more than 2600 hours.....	14.56/hr	14.85/hr	15.15/hr	15.45/hr	15.68/hr
(More than 950 hours in previous year)					
0 - 650 hours.....	13.90/hr	14.18/hr	14.46/hr	14.75/hr	14.97/hr
651 - 1300 hours.....	14.24/hr	14.52/hr	14.81/hr	15.11/hr	15.34/hr
1301 - 1950 hours.....	14.56/hr	14.85/hr	15.15/hr	15.45/hr	15.68/hr
1951 - 2600 hours.....	14.88/hr	15.18/hr	15.48/hr	15.79/hr	16.03/hr
more than 2600 hours.....	15.19/hr	15.49/hr	15.80/hr	16.12/hr	16.36/hr

LETTER OF UNDERSTANDING – C1

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Collective Agreement: October 1, 2008 to June 30, 2013

Re: District Checkers and Truck Drivers

Circulation

1. The Company may utilize two (2) regular part-time district checkers for the six distribution depots.
2. The functions of the district checkers will be the distribution of papers to carriers at the depot.
3. The district checker rate contained in the collective agreement shall apply.
4. In the event that, in addition to district checker work, the district checkers are required to drive a truck to and/or from the depot, they will be compensated at the appropriate truck driver rate of pay. The truck driver rate of pay will be payable only for the time spent driving a truck. It is acknowledged that the district checkers will not otherwise be used to conduct truck runs.
5. Additional regular part-time district checkers may be utilized, at the appropriate rates of pay as contained within the collective agreement, once the part-time employees, indicated below, vacate the position or are terminated for cause:

Brent Beckman, Roland Lamontagne

Until such time, these individuals shall be paid at the truck driver rate of pay whether they are assigned truck driver or district checker work, unless such individuals apply for a district checker posting or voluntarily accept a district checker assignment to maintain part-time hours.

6. The parties further agree that no other employee in the truck driver classification, other than those indicated in the settlement, may claim district checker functions as part of truck driver's functions, now or in the future.
7. The employees indicated below will be provided with the opportunity to work a Full-time work week at the appropriate truck driver rate of pay for the duration of the current collective agreement, expiring September 30, 1999:

James Wade, Ken Welch

The assignment of work to the said individuals indicated above shall be at the discretion of management and any such assignment not normally performed by members of the bargaining unit shall not prejudice the Company in any way and shall not be deemed to become, now or in the future, within the scope of the

- union's certification or the collective agreement by virtue of these individuals performing the work.
8. The parties further agree that all matters related to previous grievances concerning the individuals outlined above are fully and finally settled.
 9. Further, any assignment of work is provided without prejudice to the parties understanding of or position on the function and responsibilities normally assigned to and performed by truck drivers. Nothing contained herein, either express or implied, shall have the effect of altering the current functions and responsibilities normally assigned to truck drivers. During the current collective agreement, the union on its own behalf and on behalf of the above noted individuals accept all assignments of work as proper and hereby waive any right they may have to grieve said assignment.
 10. Should the assignment of work to the above noted individuals interfere with the seniority rights of another employee within the bargaining unit, the parties agree to meet to discuss the issue. This shall not prejudice the Union's rights under Article 18 of the collective agreement as it relates to other employees of the bargaining unit.
 11. This settlement in no way prejudices management's rights as contained in Article 6 of the collective agreement.
 12. The parties agree that Article 49 of the Circulation section of the collective agreement, entitled Limit on Sub-Contracting, shall be removed from the collective agreement in its entirety effective the date of this settlement.
 13. At the end of the current collective agreement, the above individuals shall be added to the part-time truck driver list on the basis of seniority. The Company agrees to give preference to these individuals for any full-time vacancies, which may arise, within the truck driver classification.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – C2

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Re: District Managers and Single Copy Sales Reps

Collective Agreement: October 1, 2008 to June 30, 2013

Circulation

1. The re-organization of the District Manager group in the Circulation Department will result in four (4) Full-time District Managers performing the duties and responsibilities of Single Copy Sales Reps. This re-organization is in no way an acknowledgement by either party that Single Copy Sales Rep work is being transferred, now or in the future, to District Managers.
2. This settlement in no way prejudices the Company or alters the understanding between the parties as to the duties, responsibilities and rates of pay of Single Copy Sales Reps.
3. The Single Copy Sales Rep classification shall remain in a separate and distinct classification with the wage schedule contained in the collective agreement;
Nothing in this settlement restricts the Company in any way from utilizing other individuals, now or in the future, in the Single Copy Sales Rep classification, on a Full-time or part-time basis at the discretion of the Company, at the Single Copy Sales Rep wage rates as indicated in the collective agreement.
4. District Managers working as Single Copy Sales Reps will not have their base salary reduced as a result of the re-organization, including District Manager premium, and will be considered over scale relative to the Single Copy Sales Rep classification.
5. District Managers working as Single Copy Sales Reps will continue to be eligible for contractual percentage salary increases as outlined in the collective agreement.
6. Notwithstanding 5) above, District Managers working as Single Copy Sales Reps will be eligible for Night Differential according to the terms and conditions of the collective agreement.
7. District Managers working as Single Copy Sales Reps shall be on a probationary period of two (2) calendar months. At anytime during this period, the employee may be returned or request to be returned to home delivery duties and responsibilities.
8. Upon the successful completion of the probationary period indicated in 7) above, movement of District Managers out of the Single Copy Sales Rep duties and responsibilities shall be limited to a District Manager vacancy as determined by the Company or subject to the needs of the business at management's discretion. When movement is necessary, the following options shall apply in the order as indicated:
 - (a) offered to interested individuals on a voluntary basis by seniority;
 - (b) required in reverse order of seniority;

- (c) should the most junior individual(s) choose not to accept the required move, they will be re-classified to Single Copy Sales Rep wage scale. It is understood that the re-classification may result in a reduction in pay.
- 9. A change in shift schedule for those individuals working as Single Copy Sales Reps shall not be deemed to invoke the seniority provisions of the collective agreement. The Company shall be required to give a minimum two (2) weeks' notice of any shift change, except in the case of an emergency.
- 10. The selection of District Managers to perform the duties and responsibilities of a Single Copy Sales Rep shall be on a voluntary basis at the discretion of the Company, respecting seniority where, in the judgement of the Company, qualifications, skill and ability are equal. Should an insufficient number of volunteers or an insufficient number of acceptable volunteers become available, the most junior District Managers on the seniority list will be required to perform the work. In cases of junior employees being required to perform the work, 7) above shall not apply.
- 11. The terms and conditions of this settlement are applicable only to those Full-time District Managers on payroll as of November 5, 1996.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – C3

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Re: Collective Agreement: October 1, 2008 to June 30, 2013

Circulation

1. All new or vacant runs for truck drivers will be posted a minimum of two (2) weeks in advance according to Run No. and Description of Run and Time. The selection of Runs will be governed by seniority.
2. No Country Sales Representative shall be transferred to another district or zone without prior discussion. The Company recognizes that some employees may prefer not to be transferred. When a transfer is deemed necessary, or an opening for a Country Traveller occurs, the Company will consider the wishes of those who indicate a desire not to be transferred and shall first consider an employee who desires or is willing to accept the transfer.
3. The Company shall make all reasonable efforts to assign a Country Sales Representative to the district or zone of their choice.
4. The practices regarding two (2) fifteen (15) minute paid coffee breaks will be maintained.
5. It is agreed that at any one time a minimum of three (3) truck drivers will be allowed vacation of two (2) week periods during the seven (7) continuous two-week blocks of prime time for June, July and August. A minimum of two (2) will be allowed on vacation during non-prime-time.
6. It is agreed that in the circulation department at any one time two (2) regular Full-time employees working in the classification of ABC coordinator, Promotions coordinator, clerk, and dispatcher shall be allowed vacations of two (2) week periods during June July and August. If staffing levels increase to twelve (12) Full-time employees one (1) additional employee will be allowed to take vacation during that period.
7. The past practice of Sunday being a scheduled day off shall continue except for those on rotation.
8. The Company shall be required to give a minimum two (2) weeks notice of any shift change, with the exception of a serious problem in any given district.
9. The Company shall have the right to continue the current practice relative to scheduling in the Telemarketing department.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – C4

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Circulation

Collective Agreement: October 1, 2008 to June 30, 2013

Re: Commission Plans for Telephone Sales Representatives

Commissions for Telephone Sales Representatives

1. Commissions for Telesales will be paid on a per order basis as described below:

<u>Delivery Schedule</u>	<u>Commission/Order</u>
Daily	\$2.50/order
Mon. – Fri.	\$1.75/order
Sat./Sun.	\$0.75/order
Sat. only	\$0.50/order

2. The current commission plan for supervisors shall be:
\$0.27 per daily order.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – C5

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Collective Agreement: October 1, 2008 to June 30, 2013

Circulation

Re: Commission Plans for Customer Services Representatives

The current commission plan, known as “Retention Commission” shall be:

1. Accurate credit card information received during call and customer goes to monthly payment plans or 52 week term payment plan.

- Seven day subscriber	\$3.00
- Monday-Friday	\$3.00
- Friday/Saturday/Sunday	\$1.25
- Saturday/Sunday only	\$1.00
- Saturday only	\$1.00

2. Accurate credit card information received during call and customer makes a minimum 13 week, but less than 52 week term, payment.

- Seven day subscriber	\$2.00
- Monday-Friday	\$2.00
- Friday/Saturday/Sunday	\$1.00
- Saturday/Sunday only	\$0.75
- Saturday only	\$0.50

3. Customer agrees to send in a minimum 13 week payment as a result of your telephone contact and payment is received within two (2) weeks.

- Seven day subscriber	\$1.00
- Monday-Friday	\$1.00
- Friday/Saturday/Sunday	\$0.50
- Saturday/Sunday only	\$0.50
- Saturday only	\$0.50

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – C6

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Collective Agreement: October 1, 2008 to June 30, 2013

Circulation

Re: District Managers (to be effective as soon as reasonably practicable following ratification of this Agreement)

1. The re-organization of the District Manager group in the Circulation Department shall result in a five-day workweek for full-time District Managers, with schedule attached.
2. The re-organization in no way prejudices the Company or alters the understanding between the parties as to the rates of pay or job security of employees currently employed as full-time District Managers.
3. No District Manager shall be transferred to another district or zone without prior discussion. When a transfer is deemed necessary by the Company, or an opening for a District Manager occurs, the Company will consider the wishes of those who indicate a desire not to be transferred and shall first consider an employee who desires the transfer. The Company shall make reasonable efforts to assign District Managers to the district of their choice. The Company will assign at least two (2) District Managers to each depot for a full-shift. The shifts worked by these District Managers shall be scheduled to commence at the same time. The Company shall maintain the right to determine starting and stopping times of shifts, in accordance with the Collective Agreement and this Letter of Understanding, based on the requirements and efficiency of operations.
4. The Company will maintain a work schedule for employees working as full-time District Managers which includes no less than seventy-eight (78) shifts ending by 6:00 p.m. and no less than twenty-six (26) Saturdays off in a calendar year. (This does not include a District Manager rotation schedule for working non-collection weekends.)
5. The past practice of Sunday being a scheduled day off shall continue except for those on rotation. The Company may at its discretion schedule one (1) full-time District Manager on a rotational basis to work on Sundays as a person-in charge for all depots.
6. It is agreed that at any one time a maximum of three (3) District Managers working the night shift and two (2) District Managers working the day shift will be allowed vacation of two (2) week periods during the five (5) continuous two-week blocks of prime time ending the Saturday immediately preceding Labour Day. Additional vacation weeks will be allowed as close as possible to prime time. District Managers required to work day shift shall pick their vacation on a separate seniority list.
7. The Company shall be required to give a minimum two (2) weeks' notice of any shift change, with the exception of a serious problem in any given district.
8. The Company agrees that the lunch period for all District Managers shall be one-half hour.

9. The selection of Relief District Managers for non-peak period vacations, illness, injury or leave of absence for up to one (1) week periods will be determined as follows:

The Company will post a notice for volunteers who have the qualifications or equivalent work experience for a one (1) year period from full-time and part-time Circulation classifications. The successful applicants will then be placed on a seniority list of rotation for selection by the Company for relief work. The above selection process will not include Company requirements for term positions for absences in excess of one (1) week.

10. Where a definite period of absence can be determined, excluding scheduled days off, the Company shall assign a Relief District Manager to any district left unattended by the regular District Manager after a minimum of two (2) working days.

11. The Company shall be required to give Relief District Managers shift schedules for a six (6) month period, with a minimum two (2) weeks' notice, with the exception of a serious problem in any given district.

12. The Company shall post shifts for each calendar quarter for part-time District Managers. The shifts shall be posted for seven (7) days and senior part-time District Managers shall have first choice of shifts.

13. Any additional shifts or additional hours shall be offered to part-time District Managers on the basis of seniority, except that where the additional shift or hours would result in the senior part-time District Manager working in excess of eighty percent (80%) of the workweek, the additional shift or hours will be offered to the next senior part-time District Manager who will not work in excess of eighty percent (80%) of the workweek as a result of the additional shift or hours.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

**District Manager 5-day
schedule:**

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week #1:	OFF	FT	FT	FT	FT	FT	OFF
Week #2:	OFF	FT	FT	FT	FT	FT	OFF
Week #3:	OFF	FT	FT	FT	FT	FT	OFF
Week #4:	OFF	FT	FT	FT	FT	FT	OFF
Week #5:	FT	FT	FT	FT	FT	OFF	OFF
Week #6:	FT	FT	FT	FT	FT	OFF	OFF
Week #7:	FT	FT	FT	FT	FT	OFF	OFF
Week #8:	FT	FT	FT	FT	FT	OFF	OFF

*Rotation starts on week one and week five

LETTER OF UNDERSTANDING – C7

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Collective Agreement: October 1, 2008 to June 30, 2013

Circulation

Re: Part-time Customer Service Representatives

The parties hereby agree that the following provisions shall apply to all part-time Customer Service Representatives effective November 13, 2005:

1. The Company shall post blocks of shifts for each calendar quarter. Blocks of shifts shall contain no more than eighty percent (80%) of the workweek provided in the Collective Agreement.
2. The blocks of shifts shall be posted for seven (7) days and senior part-time employees shall have first choice of blocks of shifts. Subject to paragraph 6 below, all part-time Customer Service Representatives shall select one (1) block of shifts for each calendar quarter unless otherwise authorized by the Company.
3. Any additional shifts or hours shall be posted weekly and offered to part-time Customer Service Representatives on the basis of seniority, except that where the additional shift or hours would result in the senior part-time Customer Service Representative working in excess of eighty percent (80%) of the workweek, the additional shift or hours will be offered to the next senior part-time Customer Service Representative who will not work in excess of eighty percent (80%) of the workweek as a result of the additional shift or hours.
4. Any exchange of shifts between employees must be approved by the Company in advance and must not result in an employee working more than eighty percent (80%) of the workweek provided in the Collective Agreement or in any additional cost to the Company.
5. If the Company requires additional block(s) of shifts in any calendar quarter, the Company shall post the additional block(s) of shifts for five (5) days and senior employees shall have first choice of the block(s) of shifts.
6. Employees employed as part-time Customer Service Representatives as at the date of this letter shall not be required to select a block of shifts for each calendar quarter. Should an employee employed as a Customer Service Representative as at the date of this letter not select a block of shifts for a calendar quarter, the employee shall be placed on an availability list and the Company shall make a reasonable attempt to notify the employee of open shifts during the calendar quarter.
7. The Company may increase, decrease or otherwise change the hours contained in a block of shifts, provided that such changes occur in no more than five (5) blocks of shifts each calendar quarter and are implemented in blocks of shifts assigned to part-time Customer Service Representatives on the bottom half of the seniority list and no block of shifts contains less than fifteen (15) hours.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – C8

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Collective Agreement: October 1, 2008 to June 30, 2013

Circulation

Re: Front Desk Reception Coverage

The Company and the Union hereby agree that front desk reception break coverage will be provided by Customer Service Reps in the Circulation Department in accordance with the following terms and conditions:

1. Customer Service Rep employees shall cover daily break periods from Monday through Friday for front desk reception for one hour each morning from 8:00 a.m. to 9:00 a.m.; one (1) fifteen minute morning coffee break, one (1) half hour lunch break and one (1) fifteen minute afternoon coffee break;
2. Customer Service Reps shall provide coverage for full shifts on the front reception desk for vacation, statutory holidays, and any other shifts as deemed necessary by the Company.
3. The Company will assign a Customer Service Rep to front reception duties as required during their normal Customer Service Rep work schedule. The Company shall first consider volunteers to provide coverage for front reception work.
4. The company shall retain jurisdiction of the front reception position and shall retain sole discretion to determine coverage requirements for the front reception desk;
5. The Company shall pay Customer Service Reps a ten percent (10%) premium for all hours worked on front reception.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – C9

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Collective Agreement: October 1, 2008 to June 30, 2013

Circulation

RE: Part-time District Manager – Sunday work

This letter will confirm that on a without precedent or prejudice basis that at the Company's discretion, any part-time employee for the Winnipeg Free Press or carrier may be allowed to work in the second classification as Part-time District Managers for one Sunday shift except for emergencies or extenuating circumstances. There are five (5) vacancies for this position.

First consideration to fill these vacancies shall be given to existing part-time employees. However, nothing in this agreement restricts the Company in any way from utilizing other individuals now or in the future in the Part-time District Manager Classification.

Unless authorized by the Company, part-time employees working in the second classification as Part-time District Manager shall:

- be committed to work in their primary classification as a first obligation;
- schedule their hours of work so that it will not contravene the provisions in the collective agreement(s) definition of a part-time employee;
- schedule their hours so that it will not result in any overtime costs.

Consideration to fill these vacancies shall be given to the Winnipeg Free Press carriers providing it does not interfere with the delivery of their routes. In addition, carriers shall become members and remain members of Media Union of Manitoba Inside Workers as a condition of employment.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – C10

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Collective Agreement: October 1, 2008 to June 30, 2013

Circulation

Re: Single Copy Sales Representatives and Grievance No. WFP-014-06

As settlement of grievance WFP-014-06 the parties agree to the following:

1. Single Copy Sales Representatives are responsible for overall sales performance and initiatives in an assigned geographical area or 3rd party/event sales district. It is understood that single copy news dealers' collections and returns ultimately are the responsibility of the Single Copy Sales Representatives;
2. effective January 1, 2007 the Single Copy Sales Reps shall be eligible to participate in an incentive compensation plan which is designed to pay a maximum potential of \$5,000 per year upon achievement of goals;

Single Copy Incentive Compensation Structure

Goal	Weight	Quarterly Payout
Sales per district vs. Goal	50%	\$625.00
Group Revenue vs. Goal	25%	\$312.50
Group Sales vs. Goal	25%	\$312.50
Total	100%	\$1250.00

Total Potential Points: 100

Potential Quarterly Payout: \$1,250.00

3. the Company must establish goals for the calendar year and reserves the right to change or otherwise amend the goals for the purposes of earning the commission bonus incentive so far as it is in a fair, equitable and consistent manner so that Single Copy Sales Reps may reasonably achieve their targets as per attached example;
4. no Single Copy Sales Rep shall be transferred to another district without prior discussion. When a transfer is deemed necessary by the Company, or an opening for a Single Copy Rep occurs, the Company will consider the wishes of those who indicate a desire not to be transferred and shall first consider an employee who desires the transfer. The Company shall make reasonable efforts to assign Single Copy Reps to the district of their choice;

5. this settlement in no way prejudices the Company or the Union or alters the understanding between the parties as to the rates of pay, seniority, or job security of any existing employee;
6. the Union will withdraw the above noted grievance; and
7. this agreement is without prejudice or precedent and it shall not be referred to or taken into consideration in any matter whatsoever involving any other employee of the Winnipeg Free Press or the Brandon Sun.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – C11

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Collective Agreement: October 1, 2008 to June 30, 2013

Circulation

Re: Circulation Depot Clerk – new position

This will confirm that the parties agree to create a new clerical position in the Circulation department on the following basis:

1. the duties of the Circulation Depot Clerk are as follows:

- Collate carrier wrappers, check out slips and envelopes
- Verifying the check out slip amounts
- Verifying bundle designation to ensure proper postal code
- Printing route lists
- Stuffing envelopes
- Tearing long sheets of paper (printer paper) at the perforations and sorting by route and depot
- Folding paper in half
- Other duties as assigned

2. the weekly scale for the Circulation Depot Clerk shall be as follows:

	<u>Oct. 1/08</u>	<u>Oct. 1/09</u>	<u>Oct. 1/10</u>	<u>Oct. 1/11</u>	<u>Oct. 1/12</u>
1st Year.....	\$633.04	\$645.70	\$658.61	\$671.78	\$681.86
2nd Year.....	670.09	683.49	697.16	711.10	721.77
3rd Year.....	766.28	781.61	797.24	813.18	825.38
4th Year.....	802.51	818.56	834.93	851.63	864.40

7. the Circulation clerk shall be considered a separate classification and shall not invoke seniority provisions for any other clerical position;
8. shifts shall be assigned in accordance with departmental needs and seniority provisions of the collective agreement
9. this agreement is not intended to alter or amend the rights of either party as outlined in the collective agreement; and
10. this agreement is without prejudice or precedent and it shall not be referred to or taken into consideration in any matter whatsoever involving any other employee of the Company or the Brandon Sun.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – C12

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Collective Agreement: October 1, 2008 to June 30, 2013

Circulation

Re: Retention Calling

Delivery Schedule	Payment on the Phone for Monthly or 52 weeks	Payment on the Phone for a minimum of 13 weeks but less than 52 weeks	Promise to pay and payment is made within 2 weeks
Seven Day	\$3.00	\$2.00	\$1.00
Monday-Friday	\$3.00	\$2.00	\$1.00
Friday/Sat/Sunday	\$1.25	\$1.00	\$0.50
Saturday/Sunday	\$1.00	\$0.75	\$0.50
Saturday Only	\$1.00	\$0.50	\$0.50

In addition to the bargained compensation, recognizing that our goals as a team are to maintain or increase the readership, then to collect payment, then to move to auto renewal, this is the Merit Pay we propose:

Action	For every restart	If the team meets their weekly goal *	If the team exceeds their goal by 10%
Restart a Stopped Customer (these are the 1 st Pay, Expire and Voluntary Stops)	\$1.00	\$2.00	\$4.00
Payment over the phone for Stopped Customers	Match the Collective Agreement Amount		
Pre Authorized Payment for Stopped Customers	Match the Collective Agreement Amount		
Promise to pay and payment is made within 2 weeks	Match the Collective Agreement Amount		

* Currently, I am looking for a combination of restarts equal to 40% in the 1st Pay, 50% in the Expires, and 10% in the Voluntary Stops that are loaded each week. The team has come close, but not met these goals to date.

When a CSR restarts a daily customer, and gets them to agree to pre-authorized payment, they would be paid \$1

merit for the restart, \$3 for getting preauthorized payment, and \$3 merit for getting this stopped customer on preauthorized payment. That is \$7 for servicing of this customer. If the team meets their restart objective that week, the payment is \$8, and if the team exceeds their goal by 10%, then it pays \$10.

When a CSR restarts a daily customer, and they pay with a credit card over the phone for 3 months, they would be paid \$1 merit for the restart, \$2 for the payment on the phone, and \$2 merit for getting this stopped customer's payment. That is \$5 for servicing this customer. When the team meets their restart objective for the week, the payment is \$6, and when the team exceeds their goal by 10%, it pays \$8.

When a CSR restarts a daily customer that promises to pay, and the payment comes in within 2 weeks, they would be paid \$1 merit for the restart, \$1 for the successful promise to pay, and \$1 merit for getting this stopped customer's payment. That is \$3 for servicing this customer. When the team meets their restart objective for the week, the payment is \$4, and when the team exceeds their goal by 10%, it pays \$6.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

CSR SCHEDULE

Block	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1		6-11	6-11	6-11					6-11	6-11	6-11			
2		6-11	6-11	6-11	6-11				6-11	6-11	6-11	6-11		
3		6-11	6-11	6-11	6-11	6-11	6-11		6-11	6-11	6-11	6-11	6-11	6-11
4				7-12	6-11	6-11					7-12	6-11	6-11	
5		7-12	7-12	7-12	7-12	6-11			7-12	7-12	7-12	7-12	6-11	
6		7-12	7-12	8-1	7-12	7-12	6-11		7-12	7-12	8-1	7-12	7-12	6-11
7		8-1	8-1	8-1	8-1				8-1	8-1	8-1	8-1		
8		8-1	8-1	8-1	8-1	7-12	7-12		8-1	8-1	8-1	8-1	7-12	7-12
9		11-4	11-4	11-4	11-4	11-4			11-4	11-4	11-4	11-4	11-4	
10		1-6	1-6	1-6	1-6	1-6			1-6	1-6	1-6	1-6	1-6	
11	7-12	8-1			1-6	8-1	7-12	7-12	8-1			1-6	8-1	7-12
12		8-1	1-6	1-6	8-1	8-1			8-1	1-6	1-6	8-1	8-1	
13	8-1	9-2	9-2			9-2	8-1	8-1	9-2	9-2			9-2	8-1
14		8-1	9-2	1-6	9-2	8-1	7-12		8-1	9-2	1-6	9-2	8-1	7-12
15	6-11	1-6	1-6			1-6	7-12	6-11	1-6	1-6			1-6	7-12
16	7-12			9-2	9-2	9-2	7-12	7-12			9-2	9-2	9-2	7-12
17														
18	8-1		4-8		4-8		8-1	8-1		4-8		4-8		8-1
19	6-11	9-2	4-8	9-2			9-2	6-11	9-2	4-8	9-2			9-2
20		4-8		4-8	4-8		9-2		4-8		4-8	4-8		9-2
21														
22		1-6			1-6	1-6			1-6			1-6	1-6	
23		4-8		4-8	4-8		10-2		4-8		4-8	4-8		10-2
24		4-8	4-8	4-8			10-2		4-8	4-8	4-8			10-2

Open: 1st week 2nd week
 Friday 8-1 8-1

FLEET & BUILDING MAINTENANCE

1. **Seniority**

Senior employees shall have first option of vacation, newly created or vacant starting times and days off, subject to production necessities as determined by the Company.

2. **Part-Time and Temporary Employees**

(a) A part-time employee is one who is hired to work regularly less than 70% of the workweek, provided in this agreement.

(b) A temporary employee is one employed for a special project or for a specified time, either case not to exceed three (3) months, except by mutual agreement.

(c) Part-time and temporary employees shall be paid on an hourly basis equivalent to the weekly salary provided for their classification and their experience, and shall advance on the schedule of minimum salaries according to the actual hours worked.

(d) Employees who have worked a minimum of 950 hours in the preceding calendar year will be:

1. Provided with life insurance in an amount equal to that provided in the Free Press group insurance plan.
2. Granted bereavement leave in accordance with Article 33 for those days the employee was scheduled to work.
3. Accumulate sick leave on the basis of one (1) shift per quarter commencing October 1st, 1991, to a maximum of four (4) shifts. Payment shall be calculated on the basis of average straight time worked on the day of illness.
4. The dental and extended health plan.

However, once an employee has worked 5,000 hours, the employee must work at least 800 hours in the current calendar year to retain the above benefits for the following calendar year.

(e) When a part-time employee is absent from work due to industrial accident covered by Workers Compensation, maternity leave or parental leave granted in accordance with Article 31 of this Agreement, sick leave granted in accordance with Fleet and Building Maintenance Article 2(e) of this Agreement or Union business, the employee's average hours worked in the six (6) months immediately prior to such leave shall be credited to his/her seniority for the following year.

3. **Training**

The Company agrees to provide opportunities that do not restrict production for employees to broaden their skills through training on jobs other than those normally assigned, where job openings are clearly determinable. Employees shall possess the basic skills required for the opportunity being provided.

FLEET AND BUILDING MAINTENANCE

	<u>Oct. 1/08</u>	<u>Oct. 1/09</u>	<u>Oct. 1/10</u>	<u>Oct. 1/11</u>	<u>Oct. 1/12</u>
Mechanics.....	\$1,250.83	\$1,275.85	\$1,301.37	\$1,327.40	\$1,347.31
Helpers.....	626.63	639.16	651.94	664.98	674.95
Building Helper.....	480.96	490.58	500.39	510.40	518.06
Part-time Gas Jockey.....	8.57/hr	8.74/hr	8.91/hr	9.09/hr	9.23/hr

LETTER OF UNDERSTANDING – F1

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Collective Agreement: October 1, 2008 to June 30, 2013

Re: Fleet and Building Maintenance

1. The Company will supply all tools and equipment necessary to mechanics to fulfil their work functions as required by the Company.
2. The practice regarding two fifteen-minute (15 minute) paid coffee breaks will be maintained.
3. The past practices of supplying and cleaning five (5) pairs of coveralls for mechanics, helpers and apprentices shall be maintained. When new uniforms are issued the employee may elect to have five (5) shirts and three (3) pairs of pants instead.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – F2

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Collective Agreement: October 1, 2008 to June 30, 2013

Re: Fleet and Building Maintenance – Mechanic Apprentice

The Company and the Union hereby agree that a new classification of “Mechanic Apprentice” will be added to the Fleet and Building Maintenance Department specific language in accordance with the following terms and conditions:

- (a) The number of the apprentices in the Fleet and Building Maintenance Department shall be (1) one apprentice at any given time;
- (b) Apprentices shall be given every reasonable opportunity to acquaint themselves with every phase of the Fleet and Building Maintenance operation; and
- (c) The minimum scale for apprentices shall not be less than that provided for by civil law. Otherwise, such scale shall be in proportion to the mechanic's scale as follows:

	1st 6 months	2nd 6 months
First year	55%	60%
Second year	65%	70%
Third year	80%	85%
Fourth year	90%	95%

- (d) When an apprentice is required to attend training or educational programs as part of the apprenticeship program, the Company agrees that there will be no loss of seniority, benefits or wage progression to the apprentice.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

COMMUNITY NEWS - GENERAL

ARTICLE 1.1 – APPLICATION OF AGREEMENT

Articles 1 to 44 of this Agreement and Letters of Understanding G1, G2 and G3 and the Winnipeg Free Press Harassment Policy apply to employees in the Community News Department except as modified by the provisions of the Community News section of this Agreement.

ARTICLE 2.1 - SENIORITY

Seniority of an employee shall be based on his continuous length of service with the Company. Where an employee is transferred from Canstar Community News Limited immediately to the Company, the employee's continuous service with Canstar Community News Limited will be deemed to be continuous service with the Company (except for the purpose of Article 13(a), (b) and (c) and Article 15 of this Agreement). Employment with the Company shall be deemed continuous unless interrupted by:

1. dismissal for just and sufficient cause; or
2. dismissal to reduce the force; or
3. resignation; or
4. retirement.

Where an employee who was transferred from Canstar Community News Limited immediately to the Company moves to another Department of the Company after the transfer, the employee's seniority for the purposes of layoff, shift selection and vacation selection shall be effective the date of transfer from Canstar Community News Limited.

An employee whose employment is terminated, except in the case of layoff, and is subsequently rehired shall commence service and seniority at the date of rehire.

Senior employees shall have first choice of vacation, subject to production necessities as determined by the Company.

ARTICLE 3.1 - TEMPORARY EMPLOYEES

A temporary employee is an employee who is hired for a special project or for a specified time, in either case not to exceed three (3) months, except by mutual agreement between the Company and the Union and except that such mutual agreement shall not be required for a temporary employee who is replacing a full-time employee on an approved leave of absence which exceeds three (3) months.

Temporary employees will be paid on an hourly basis equivalent to the weekly salary provided for their classification and will advance on the schedule of minimum salaries according to the actual hours worked.

In the event that a temporary employee becomes a full-time employee, he shall be credited with time previously served.

Temporary employees will receive benefits as required by The Employment Standards Code (Manitoba).

ARTICLE 4.1 - PART-TIME EMPLOYEES

A part-time employee is one who is hired to work regularly less than thirty-seven and one-half (37.5) hours per week. Senior employees shall have first choice of shifts.

It is agreed that from time to time part-time employees may work thirty-seven and one-half (37.5) hours or more in a week and that this shall not result in a part-time employee being deemed to be a full-time employee.

In the event of a part-time employee becoming a full-time employee, he shall be credited with time previously served.

Part-time employees will be paid on an hourly basis equivalent to the weekly salary provided for their classification and shall advance on the schedule of minimum salaries according to their actual hours worked.

Employee benefits will be in accordance with applicable Manitoba legislation for employees who work less than 950 hours a year.

Employees who have worked a minimum of 950 hours in the preceding calendar year will be:

1. Provided with life insurance in an amount equal to that provided in the Free Press group insurance plan.
2. Paid for defined general holidays in accordance with The Employment Standards Code (Manitoba).
3. Granted bereavement leave in accordance with Article 33 for those days the employee is scheduled to work.
4. Accumulate sick leave on the basis of one (1) shift per quarter commencing January 1, 2008 to a maximum of four (4) shifts. Payment shall be calculated on the basis of the average straight time worked on the day of illness.
5. The dental and extended health plan.
6. Entitled to vacation in accordance with The Employment Standards Code (Manitoba).

However, once an employee has worked 5,000 hours, the employee must work at least 800 hours in the current calendar year to retain the above benefits for the following calendar year.

ARTICLE 5.1 - TRANSPORTATION

Where an employee is required by the Company to use his own vehicle in the service of the Company, he shall be compensated for such usage upon submission of mileage logs which detail in the prescribed form the kilometres traveled in the service of the Company, except that he shall not be compensated for travel between the employee's residence and Company property. Effective the date of ratification of this Agreement, the kilometre allowance shall be \$0.32 per kilometre and the price per litre of gasoline shall be assumed to be \$1.00 for the current quarter. At the beginning of each quarter, the price of gasoline in Winnipeg will be determined from the Weekly Pump Price Survey from MJ Ervin and Associates (www.mjervin.com) and where the price of gasoline exceeds \$1.00 per litre, the kilometre allowance shall be increased by \$0.003 per kilometre for every \$0.02 per litre that the price of gasoline has increased and where the price of gasoline decreases, the kilometre allowance shall be decreased by \$0.003 per kilometre for every \$0.02 per litre that the price of gasoline decreased, except that the kilometre allowance shall not be less than \$0.32 per kilometre.

It is understood and agreed that the last sentence of Article 43 is not applicable to employees in the Community News Department.

ARTICLE 6.1 - OVERTIME

The Company shall pay an employee one and one-half (1½) times his regular rate of pay for all hours worked by him in excess of seven and one half (7.5) hours worked in any one (1) day, or thirty seven and one half (37.5) hours worked in any one (1) week.

Optional banked overtime for employees will not exceed one (1) week at any given time. All overtime exceeding one (1) week will be paid at the then-earned rate of pay.

An employee will only accumulate optional banked time when his previous accumulated time is used and his accumulated time is below the one (1) week maximum.

Once accumulated, employees must schedule the time off at a time mutually agreeable to the Company and the employee.

ARTICLE 7.1 - VACATIONS WITH PAY

Employees in the Community News Department will be entitled to a vacation with pay calculated as follows:

Employees who have less than one year of service at December 31 shall receive a pro rata of the two (2) weeks of vacation entitlement from the date of hire to December 31 of the year in which they were hired thereafter an employee with one (1) or more years of service shall receive two (2) weeks' vacation with pay. An employee with three (3) or more years' continuous service by December 31 of the preceding calendar year will receive three (3) weeks' vacation with pay. An employee with eight (8) or more years' continuous service by December 31 of the preceding calendar year will receive four (4) weeks' vacation with pay. An employee with fifteen (15) years or more continuous service by December 31 of the preceding calendar year will receive five (5) weeks' vacation with pay. Five (5) weeks' vacation with pay is the maximum vacation period in any given year.

ARTICLE 8.1 - SICK LEAVE

(a) Following six (6) months continuous employment all employees covered by the terms of this Agreement in the Community News Department, when absent from work due to illness or accident will be compensated by the Company as follows:

(b) For accidents and/or hospital stays, including non-elective day surgery, and illness, employees may use up to eight (8) sick days annually. There shall be no carryover or accumulation of sick days from year to year.

(c) Commencing from the fifth working day following an accident and/or hospital stay, including non-elective day surgery, or illness and continuing for a period of twenty-six (26) weeks at seventy-five percent (75%) of the employee's regular weekly wage.

(d) In the event of the recurrence of an earlier disability, the five (5) working day waiting period will be waived; however, the Company shall not be responsible for payment of more than twenty-six (26) weeks in any fifty-two (52) week period for the same injury or illness.

(e) Sick leave benefits will not be paid to an employee:

- Who is not under the care of a licensed physician
- Whose illness or injury is covered by Workers Compensation, the Canada Pension Plan or the Quebec Pension Plan

- Whose illness or injury is intentionally self-inflicted
- Whose illness or injury results from war, participation in a riot or disorderly conduct
- Whose illness or injury occurs while on leave of absence or on paid vacation
- Whose illness or injury results from committing a criminal offence
- Who is ill or injured during a strike or lockout at the place of employment (if the right to benefits is reinstated upon the employee's return to active employment)
- Who is not receiving continuous treatment for the use of drugs or alcohol when the illness results from the employee's use of these substances
- Who, in the case of recurring disability, is receiving benefits according to reinstatement provision of a group long-term disability plan (provided the reinstatement period does not exceed six months)
- Who is in receipt of maternity, parental or compassionate care benefits under the *Employment Insurance Act*
- Who has plastic surgery solely for cosmetic purposes except where attributable to illness or injury
- Who receives a retirement pension from the same Company
- Who receives accident benefits under a provincial automobile insurance plan that does not take income benefits payable under the *Employment Insurance Act* into account when paying their benefits.
- Who is engaged in employment for wage or profit while receiving disability benefits
- Who is serving a prison sentence
- Who is not entitled to income benefits payable under the *Employment Insurance Act* by reason of being outside of Canada.

COMMUNITY NEWS EDITORIAL

1. Freelancing

An employee shall be free to engage in any activities outside of working hours. If such activity is in direct competition or exploits the employee's connection with the Company or results in a conflict of interest, the employee shall first obtain permission of the Company, which shall not be unreasonably withheld.

2. Shift Posting

Work schedules for Community Journalists will be posted one (1) week in advance. The Company will, subject to the requirements and efficiency of operations, endeavour to regularly provide to employees consecutive days off.

3. Corrections/Retractions

The Company will not publish a correction or apology with respect to an employee's work until every effort has been made to discuss the matter with the employee.

4. Bylines

An employee's byline or credit line shall not be used over his protest.

Whenever substantive 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 byline shall not be used.

5. Letters to the Editor

The Company will provide the employee concerned with a copy of any letter to the editor that refers to his work, prior to publication. If there is a disagreement between the Company and the employee over the decision to publish a letter the employee may then address the matter with the Editor or his/her designate. The letter will not be published until the employee has had a chance to discuss their concern with the Editor. The decision of the Editor to publish the letter is final.

6. Shift and Assignment Changes

The Company will, subject to the requirements and efficiency of operations, provide one (1) weeks' notice to employees of shift or assignment changes, transfers or other changes in job situations, or such shorter notice as may be agreed to by the employee. The Company will discuss all such changes or transfers with affected employees prior to the change or transfer being made.

7. Expenses

Upon submission of expense reports in the prescribed form and properly supported by vouchers where obtainable, the Company shall pay all authorized and reasonable expenses incurred by employees in the service of the Company.

8. Photographic Equipment

The Company will supply to Community Journalists photographic equipment which it deems appropriate for the assignment.

COMMUNITY NEWS EDITORIAL WAGE RATES

Rate/Week

Community Journalist

	<u>Oct. 1/08</u>	<u>Oct. 1/09</u>	<u>Oct. 1/010</u>	<u>Oct. 1/11</u>	<u>Oct. 1/12</u>
Start.....	\$510.00	\$520.20	\$530.60	\$541.21	\$549.33
1st Year.....	561.00	572.22	583.66	595.33	604.26
2nd Year.....	612.00	624.24	636.72	649.45	659.19
3rd Year.....	663.00	676.26	689.79	703.59	714.14

Clerk

Start.....	459.00	468.18	477.54	487.09	494.40
1st Year.....	504.90	515.00	525.30	535.81	543.85
2nd Year.....	550.80	561.82	573.06	584.52	593.29
3rd Year.....	591.60	603.43	615.50	627.81	637.23

COMMUNITY NEWS ADVERTISING

1. Account Executives

Notwithstanding Article 6.1 of this Agreement, Account Executives shall not be entitled to overtime, except that if an Account Executive is required and pre-approved by the Company to attend special meetings or to work evenings or weekends where such attendance or work does not directly increase the Account Executive's ability to earn commission, Article 6.1 of this Agreement shall apply to such attendance or work where it results in the Account Executive working in excess of seven and one-half (7.5) hours in any one (1) day, or thirty-seven and one-half (37.5) hours worked in any one (1) week. However, an Account Executive may choose to attend special meetings or to work evenings or weekends where such attendance or work does not directly increase the Account Executive's ability to earn commission, in which case Article 6.1 of this Agreement shall not apply.

- 1.2 The Company shall not treat any Account Executive in a discriminatory, arbitrary or bad faith manner regarding account dispersal, quota, sales training, workshops and the provision of sales assistance from managers.

All current account lists shall be dispersed in a more equitable manner within sixty (60) days after ratification so that no one (1) Account Executive loses more than twenty percent (20%) of his/her sales revenue in this dispersal. After this initial dispersal, the Company may disperse an Account Executive's accounts at any time, except that where the dispersal is not related to a ceased publication the Account Executive's accounts may be dispersed no more than one (1) time per year (and no sooner than one (1) year after ratification) and the Account Executive must not lose more than fifteen percent (15%) of his sales revenue in the dispersal. The Company will consult with an Account Executive before dispersing the Account Executive's accounts. Monthly targets will be adjusted to reflect any dispersal of accounts. The Company will institute a rotating distribution of new business call-ins. The Company will appoint an employee to coordinate such call-ins, distributing the new accounts from walk-ins, phone calls, emails and fax on the basis of seniority. If any Account Executive is on a leave of absence, the call-in will go to the next senior Account Executive.

- 1.3 Should the Company deem an invoice for which commission has been paid to an Account Executive to be non-collectable, the amount of commission paid to the Account Executive in respect of that invoice shall be deducted from the commission payable to the Account Executive. If the invoice is subsequently paid by the customer, the Account Executive shall be paid commission on the amount that is collected by the Company.

- 1.4 Should an error in an advertisement occur, the Account Executive and the Company will attempt to remedy the situation with the customer by publishing a correct advertisement. Where the error is not as a result of an error made by the Account Executive and cannot be remedied, the Account Executive shall be paid commission in respect of the advertisement.

- 1.5 (a) Commissions shall be paid to Account Executives during the month following the publication to which they relate. There will be no cap on commissions.

(b) Account Executives shall be entitled to a draw against commissions as set out in Advertising Weekly Wages and Draws (paragraph 3 below).

(c) The Company shall pay Account Executives a commission of eight percent (8%) on Local ROP and Distribution sales and a commission of two and one-half percent (2.5%) on National ROP and Distribution sales.

(d) The commission generated in relation to an Account Executive's accounts during his vacation shall constitute his entire vacation pay and he shall not be entitled to any further payments for or in relation to vacation pay.

(e) In the event that an Account Executive is required to handle an account due to a vacancy (other than a vacancy due to vacation) on a temporary basis, the territory handled by the Account Executive and the resulting commissions will be included in the Account Executive's quota.

(f) For the purpose of determining an Account Executive's hourly rate, the draw payment made to the Account Executive pursuant to Advertising Weekly Wages and Draws (paragraph 3 below) shall be deemed to be his bi-weekly salary.

(g) The Company shall pay to an Account Executive a commission of eight percent (8%) on Local brokered work and a commission of two and one-half percent (2.5%) on National brokered work.

(h) The Company will maintain the current cellular phone allowance for Account Executives.

1.6 (a) A National Account is an account relating to a manufacturer, distributor or national chain store for which advertising decisions are predominantly made outside the province of Manitoba, except that all government advertising (federal, provincial and civil and including Crown corporations) will also be considered as a National Account.

(b) A Local Retail Account is an account relating to a retail outlet or office that is located in the province of Manitoba and for which advertising decisions are predominantly made in the province of Manitoba, including the local advertising by an outlet of a national chain.

(c) Commission will not be payable to Account Executives for contra, promo, prizing, in-kind and in-house accounts.

(i) Contra refers to useable goods or service with a cash value provided in exchange for advertising space.

(ii) Promo refers to a cash fee payable to the Company for being involved in a promotion or contest.

(iii) Prizing refers to goods or services provided by a third party to be given away as part of a contest.

(iv) In-kind refers to space in the newspaper provided to a third party in exchange for sponsorship.

(v) In-house refers to accounts that are not handled by Account Executives and are designated by the Company.

2. **Wages and Draw**

The wages for Account Executives are based solely on commission earned by the Account Executive. Account Executives will be paid on a bi-weekly basis, with the first payment constituting a draw and the second payment constituting a catch-up on commission on a rotating basis, except that in those months when the Account Executive receives three (3) payments, the first two (2) payments will constitute draws and the third payment of the month will constitute a catch-up on commission.

(a) Draw Payment

From \$30,000.00 to \$49,000.00 of commission.....	\$ 800.00
From \$50,000.00 to \$79,000.00 of commission.....	\$1,400.00
From \$80,000.00 and above of commission.....	\$2,200.00

(b) Commission Catch-Up Payment

The second payment of the rotation will be the commission earned by the Account Executive in the prior month less the draw paid on the prior payment, adjusted for errors and credits, except that in those months when the Account Executive receives three (3) payments, the third payment of the month will be the commission earned by the Account Executive in the prior month less the draws paid on the two (2) prior payments, adjusted for errors and credits. Where the commission earned by the Account Executive in the prior month are less than the first payment of the month or, in a month where there are three (3) potential payments, less than the first and second payments of the month, then the amount paid to the employee in excess of the commission earned by him in the prior month will be deducted from the second payment made to the employee or, in a month where there are three (3) potential payments, the third payment made to the employee, which deduction(s) shall continue on a monthly basis until such time as the overpayment has been reduced to zero (\$0). An Account Executive's draw may be adjusted quarterly by mutual agreement between the Account Executive and the Company, except that the Company may adjust an Account Executive's draw, without the agreement of the Account Executive, after two (2) consecutive months where the commission earned by the Account Executive in the prior month are less than the first payment of the month or, in a month where there are three (3) potential payments, the first and second payments of the month.

Account Executives with less than one (1) year of sales experience with the Company will be paid on a monthly basis the greater of \$2,500.00 or the commission earnings from the prior month.

COMMUNITY NEWS ADVERTISING WAGE RATES

Inbound/Outbound Inside Sales Representatives/Reception

	<u>Oct. 1/08</u>	<u>Oct. 1/09</u>	<u>Oct. 1/10</u>	<u>Oct. 1/11</u>	<u>Oct. 1/12</u>
Start.....	\$459.00	\$468.18	\$477.54	\$487.09	\$494.40
1st Year.....	504.90	515.00	525.30	535.81	543.85
2nd Year.....	550.80	561.82	573.06	584.52	593.29
3rd Year.....	591.60	603.43	615.50	627.81	637.23

Sales Coordinator

Start.....	510.00	520.20	530.60	541.21	549.33
1st Year.....	561.00	572.22	583.66	595.33	604.26
2nd Year.....	612.00	624.24	636.72	649.45	659.19
3rd Year.....	663.00	676.26	689.79	703.59	714.14

LETTER OF UNDERSTANDING - CNA-1

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Collective Agreement October 1, 2008 to June 30, 2013

Re: Advertising and Community News Advertising

It is understood and agreed that Advertising employees will not be compensated in any way that results in duplication of commissions for accounts, advertising or revenues related to Community News. Community News Advertising employees will not be compensated in any way that results in duplication of commissions for accounts, advertising or revenues related to the Winnipeg Free Press.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

COMMUNITY NEWS - DISTRIBUTION

1. **Seniority**

Senior employees will have first choice of shifts.

2. **Shift Posting**

Any changes to the regular work schedule for Distribution employees will be posted one (1) week in advance. The Company will attempt to regularly provide to such employees consecutive days off.

COMMUNITY NEWS DISTRIBUTION WAGE RATES

District Representatives

	<u>Oct. 1/08</u>	<u>Oct. 1/09</u>	<u>Oct. 1/10</u>	<u>Oct. 1/11</u>	<u>Oct. 1/12</u>
Start.....	\$510.00	\$520.20	\$530.60	\$541.21	\$549.33
1st Year.....	561.00	572.22	583.66	595.33	604.26
2nd Year.....	612.00	624.24	636.72	649.45	659.19
3rd Year.....	663.00	676.26	689.79	703.59	714.14

Clerk (Distribution Admin Assistant)

Start.....	459.00	468.18	477.54	487.09	494.40
1st Year.....	504.90	515.00	525.30	535.81	543.85
2nd Year.....	550.80	561.82	573.06	584.52	593.29
3rd Year.....	591.60	603.43	615.50	627.81	637.23

Auditors (hourly rate)

Start.....	9.44	9.63	9.82	10.02	10.17
1st Year.....	10.20	10.40	10.61	10.82	10.98

February 1, 2008

COMMUNITY NEWS ACCOUNT EXECUTIVES BONUS & INCENTIVE PLAN

Monthly:

If the Account Executive meets their monthly revenue budget, they will receive a bonus on their monthly commission amount, as detailed in the table below:

% of Budget	Bonus Paid
100%	10% of monthly commission, upon achieving budget
101- 110% of budget	Additional 2% commission on monthly sales, within this band
111% + of budget	Additional 5% commission on monthly sales, within this band

Quarterly:

If the Account Executive meets their quarterly revenue budget, they will receive a \$1,000 bonus.

Annual:

If the Account Executive meets their annual revenue budget, they will receive a \$1,000 bonus.

Publisher's Circle of Excellence:

All Account Executives who achieve their revenue budget will be recognized in the Publisher's Circle of Excellence. Details to be announced before the end of Q1.

The company reserves the right to modify its bonus programs from time to time to meet the changing needs and conditions. Such modifications shall not result in programs that are less beneficial to employees than existing programs at achievement of budget.

February 1, 2008

CLASSIFIED INBOUND/OUTBOUND INSIDE SALES BONUS & INCENTIVE PLAN

Classified Inbound/Outbound Inside Sales Reps are required to perform both inbound and outbound inside sales calls.

In addition to the annual compensation paid to Inside sales representatives, they will have an opportunity to earn commissions and bonuses in the following ways:

Inbound sales activity will be given a bonus equivalent to 10% of their monthly salary upon achieving their monthly sales target.

Outbound sales activity will be given a commission equivalent to 10% of the new revenue sold. New revenue from outbound sales activity is business where we solicited the client from an outbound calling activity and the client has not done business with us within the previous 12 months.

The bonus/commission structure is subject to change upon management discretion.

This collective agreement shall be in effect as herein described from October 1, 2008 to June 30, 2013.

SIGNED BY THE PARTIES THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

