

COLLECTIVE AGREEMENT

Between

Winnipeg Free Press

HEREAFTER called the “Company” in the First Part,

AND

**CEP Local 191
CARRIERS**

HEREAFTER called the “Union” in the Second Part

October 1, 2008 to June 30, 2013

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ARTICLE 1 - JURISDICTION

The Company recognizes the Union as the exclusive bargaining agent for all persons named in Certificate No. MLB-5394.

ARTICLE 2 - INTERPRETATION

Where the singular and masculine are used in this Agreement, the same shall be construed as meaning the plural, or the feminine, where the context so admits or requires and the converse shall hold as applicable.

ARTICLE 3 - EFFECTIVE DATE OF AGREEMENT

This Agreement made and entered into this day of 2009, and between the Winnipeg Free Press (hereinafter referred to as the “Company”) through its authorized representatives and the CEP Local No. 191 (hereinafter referred to as the “Union”) by its officers or a committee duly authorized to act on its behalf, shall be effective beginning October 1, 2008 and shall end on June 30, 2013. Written notice of desire to terminate or amend the Agreement shall be given by either party at least 90 days prior to the expiration 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.

ARTICLE 4 - UNION SECURITY

All present carriers who are or become members of the Union shall remain members of the Union in good standing as a condition of continued employment.

All carriers 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 carriers of the requirements of this section.

ARTICLE 5 - INFORMATION

- a) The Company shall supply the Union with the following information for each new carrier:
 - i) Name, address, phone number
 - ii) Copy of carrier agreement or applicable document
 - iii) The route allowance sheet for each carrier.

- b) The Company shall notify the Union in writing monthly of resignations, retirements, deaths or any other terminations 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.

ARTICLE 6 - DUES CHECKOFF

The Company shall deduct monthly from the income of each person 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 and addresses and classifications of carriers from whose income the deductions have been made, to the Union on the 15th day of each and every month.

ARTICLE 7 - UNION REPRESENTATION

- a) Although non-carriers are not permitted in the non-public areas of the building or the depots 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 chairpersons and assistant chapel chairpersons to be the Union's representative in each depot covered by this Agreement.
- c) Such Union representatives shall not be disciplined or interfered with for acting on behalf of the members in attempting to resolve disputes or any actions involving the interpretation, application or alleged violations of the Agreement, when such matters cannot normally be handled outside working hours.
- d) A carrier may be accompanied by a union representative in any disciplinary meeting with management that involves a letter of warning, suspension or dismissal.
- e) 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.

ARTICLE 8 - PROBATIONARY PERIOD

- a) New carriers shall be considered probationary carriers for their first sixty-five (65) working 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 the Agreement.

Upon the successful completion of the probationary period the carriers' length of continuous service shall be calculated from the date of original hiring.

ARTICLE 9 - GRIEVANCE PROCEDURES

- a) Any grievance of a carrier must be submitted to the chapel chairperson or staff representative within fifteen (15) working days of its 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 designated manager within seventy-two (72) 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 compensation 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 use 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 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

ARTICLE 10 - LAYOFF AND RECALL

- a) When it becomes necessary to reduce the work force the Company shall determine in which depot the reduction is required and which routes will be affected and will so advise the Union at least ten (10) days prior to any such reduction. Any affected carriers shall have the option of displacing the most junior carrier or carriers employed within the depot in order to maintain a route.
- b) Should there be an increase in the work force the displaced senior carrier shall first have the opportunity of returning to a route. The carriers laid off shall then, if available, be reinstated in the reverse order in which they were laid off, providing such recall occurs within twelve (12) months of the layoff. Such recall notice shall

be by registered letter to the last known address of the carrier filed with the Company. A copy of all recall notices will be sent to the Union. The carrier 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. A carrier who refuses recall to the position he/she was laid off from, or a comparable position, will lose all seniority rights.

ARTICLE 11 - NO DISCRIMINATION

- a) The Company and the Union agree that there will be no discrimination because of race, nationality, religion, colour, sex, age, sexual preference, marital status, physical handicap, ethnic or national origin, political beliefs or family status or any other grounds set out in the Human Rights Code.
- b) In the event any carrier or the Union initiates an action under the Manitoba Human Rights Act, the Company shall be relieved of any obligation to process a grievance on that matter under this section.
- c) Carriers are free to participate in Union activities in accordance with the Manitoba Labour Relations Act.
- d) The Company and the Union agree to abide by the following harassment policy:

The Winnipeg Free Press will not tolerate any abuse of its carriers, whether the abuse be physical, verbal, mental, emotional, or of any other kind whatsoever. This prohibited abuse includes all forms of sexual harassment. The Company policy of non-tolerance of abuse extends to relations between a carrier and any other carrier, whether or not the carrier being abused is under the normal working authority of the person responsible for the abuse.

Every carrier at this newspaper should realize that anyone who practices abuse or harassment could be subject to dismissal. There are many circumstances when a second chance is not warranted and in those circumstances a second chance will not be given.

If any carrier feels that he/she has been abused by another carrier, then a confidential discussion may be held with the department head of the upset carrier, or directly with the Publisher. This matter will be fully investigated on a confidential basis, and all parties to the complaint will be advised of what the decision is.

ARTICLE 12 - DISCIPLINE

The Company may discipline only for just cause. A written reprimand, suspension or termination shall be in writing and shall contain the reasons for the written reprimand, suspension or termination and shall be given to the carrier concerned and the Union.

ARTICLE 13 - NEW EQUIPMENT AND TRAINING

- a) The Company shall provide, at the Company's expense, the normal supplies required to perform the carrier's job, including, but not limiting to, collection cards, collection envelopes, plastic newspaper bags, elastic bands and punches.
- b) Coincidental with the decision to purchase new equipment which will alter the work procedures of any carrier's job, the Company will notify the Union in writing.

ARTICLE 14 - BULLETIN BOARD

The Company shall provide a bulletin board in all depots for the exclusive use of the Union. Job postings shall be placed on the Company's bulletin board and not on the Union bulletin board.

ARTICLE 15 - JOB POSTING

The Company will post on each depot bulletin board notice of openings for employment within the Winnipeg Free Press for positions which are outside this unit as described in Certificate No. MLB-5394 for a period of five (5) working days before the position is permanently filled. Such posted notice shall contain the compensation rate and such other information which may be of assistance to carriers considering applying for the position. Current carriers may apply in writing and shall receive first consideration, prior to outside applicants, for all openings, and their applications will be reviewed. Carriers 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.

ARTICLE 16 - MATERNITY AND PARENTAL LEAVE

Carriers will be granted maternity leave and parental leave in accordance with the provisions of The Employment Standards Code of Manitoba, as it may be amended from time to time.

ARTICLE 17 - JURY DUTY

- a) Any carrier required to serve on or appear for jury duty or as a crown witness shall be excused from the total shift for any day on which they are required to report for court.

- b) The carrier shall receive from the Company the difference between jury or witness pay and the compensation that the carrier would have received had they not been required to attend court.

ARTICLE 18 - 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 force, the right to plan, direct and control operations, the right to make reasonable rules and regulations and to require observation of them by carriers 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 the 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.

ARTICLE 19 - MERIT INCREASE

Nothing contained herein shall prohibit the Company from granting, or a carrier from receiving, compensation in excess of the amounts set forth in the compensation section of this Agreement provided the Company shall not be required to continue such compensation when in the Company's opinion, it is no longer justified.

ARTICLE 20 - SENIORITY

- a) Seniority of carriers as used in this Agreement means continuous length of service with the Company. Employment shall be deemed continuous unless interrupted by a) dismissal for just and sufficient cause; b) dismissal to reduce the work force; c) resignation; d) retirement. Senior carriers shall have first choice of use of the carrier replacement system and first choice of vacant or open routes, on the understanding that carriers shall maintain routes in one depot area only.

- b) Seniority lists shall be provided to the Union on January 1st of each year, and within thirty (30) days of receiving the notice of intent to bargain. In the event the depots are restructured or combined, a new seniority list shall be established and provided to the union within thirty (30) days.

ARTICLE 21 - BENEFITS

The Company shall continue to provide optional health benefit coverage to each carrier as provided for in Schedule "A", with the premiums paid by the carrier.

ARTICLE 22 - LABOUR MANAGEMENT COMMITTEE

A committee equally representative of the Company and the Union, and known as the Labour Management Committee shall be established under this Agreement. This committee shall choose its own officers and meet at stated intervals to be determined by the committee for the purpose of developing teamwork in the newspaper and discussing other matters which the committee considers essential to the general welfare of the newspaper. This committee shall not handle grievances or engage in the settlement of disputes arising under the terms of this Agreement. The Company agrees to consult the Union in all matters and policies which affect the members of the Union.

ARTICLE 23 - ROUTES

- a) Carriers will be given an opportunity to increase the size or makeup of their routes, such as including houses, apartment buildings and businesses in a single route, subject to the seniority provision of the collective agreement and subject to reasonable business provisions.
- b) When a vacant route occurs or a new route is created at any one of the depots, the vacant or new route shall be posted in the depot in which the vacancy occurs for a period of at least three (3) working days. The posting shall include the following information: size of route, kilometre allowance, and the bonus being offered at the time of posting, if any. A new route is not created when it changes as a result of any form of reorganization, realignment or an extension of a current route.
- c) Carriers shall not be disciplined by the Company in the event that late delivery of the product to the depot prevents those carriers with work-related conflicts from performing or completing their assigned routes.

ARTICLE 24 - CARRIER REPLACEMENTS

The current practice of the Winnipeg Free Press of maintaining a very small roster of emergency replacements for carriers shall continue.

ARTICLE 25 - COMPENSATION

- a) The total hourly adjustment and hourly adjustment variance are eliminated.
- b) The Company may pay a route bonus to a carrier where it determines in its sole discretion that it is appropriate to do so, but the Company shall not be required to continue any such route bonus where the Company determines in its sole discretion that it is no longer justified. However, if such a route bonus is paid to a carrier as

of the collection period commencing August 9, 2004 the route bonus paid to him/her will be maintained until the carrier leaves his/her route.

c) Basic Delivery Allowance:

(i)	Effective October 1, 2008:	
	Daily & Sunday newspaper	\$0.1794 per paper
	Saturday delivery	\$0.2730 per paper
(ii)	Effective October 1, 2009:	
	Daily & Sunday newspaper	\$0.1857 per paper
	Saturday delivery	\$0.2826 per paper
(iii)	Effective October 1, 2010:	
	Daily & Sunday newspaper	\$0.1912 per paper
	Saturday delivery	\$0.2910 per paper
(iv)	Effective October 1, 2011:	
	Daily & Sunday newspaper	\$0.1970 per paper
	Saturday delivery	\$0.2998 per paper
(v)	Effective October 1, 2012:	
	Daily & Sunday newspaper	\$0.2029 per paper
	Saturday delivery	\$0.3088 per paper

d) In the event that the elimination of the total hourly adjustment and hourly adjustment variance directly results in a decrease in the compensation received by a carrier as of the collection period commencing August 9, 2004 for his or her then current route(s), the carrier will receive a route bonus at least equal to the amount by which his or her compensation has been decreased until he or she leave his or her route.

e) Inserts

(i)	Inserts (each)	\$0.005
(ii)	On-route:	
	Newspaper section	\$0.055
	Magazines/Catalogues	\$0.045
	Promotional Material	\$0.05

f) Collection Compensation

(i) As the collection from subscribers is an integral part of the delivery of the newspaper, it is considered that a carrier collect is compensated for in the

normal compensation for the route. However, when a paid-to-office collection is required, the carrier shall make such collection from a subscriber's household and receive a payment of \$1.50 upon collection.

(ii) Payment on behalf of the Customer

A carrier may apply to the Free Press to have the Free Press assume a customer's payments for a maximum period of 4 weeks. Such application will be considered by the district manager for payment, so long as the following conditions have been met.

1. The carrier has been duly diligent in attempting to collect all payments from the subscriber.
2. That such application is made within 30 days of the time delivery of the newspaper was stopped.

g) Delivery of Sample Newspapers

It shall be considered to be a delivery of a complete newspaper when a sample newspaper is delivered to a potential subscriber at the request of the Free Press. In such instances, the carrier will deliver the sample newspaper for a compensation rate of 3 cents above the normal profit of the paper.

h) Kilometer Allowance

Carriers shall be compensated for using their own vehicle to provide service to the Company. 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.

i) Subscriber Notices

Carriers shall deliver a notice or invoice to subscribers in the event of a missed or failed delivery when required by the Company and shall deliver a notice or invoice to a subscriber on the seventh (7th) day and the final day before the carrier stops delivery of the newspaper because of the subscriber's failure to pay. The Company will pay a carrier ten cents (\$0.10) for each such notice or invoice the carrier delivers to a subscriber at the request of the Company.

ARTICLE 26 - HEALTH AND SAFETY

The Union may designate one (1) carrier to attend meetings of the Company's Workplace Safety and Health Committee, notwithstanding that carriers are contractors and not employees of the Company, provided that it does not result in the Workplace Safety and Health Committee being comprised of more than the maximum number of members allowed under The Workplace Safety and Health Act (Manitoba). The designated carrier shall maintain his/her status as a contractor notwithstanding his/her involvement with the Workplace Safety and Health Committee. In order to facilitate the designated carrier's attendance at Workplace Safety and Health Committee meetings, the Company will provide a substitute carrier for the designated carrier's routes on all days on which the designated carrier attends a Workplace Safety and Health Committee meeting and the designated carrier will be compensated in the same manner as employee members of the Workplace Safety and Health Committee who are compensated under section 40(11) of The Workplace Safety and Health Act (Manitoba).

ARTICLE 27 - 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	

- b) A carrier who is not required to report to work on a general holiday under Article 27 a) shall be paid his or her regular Basic Delivery Allowance, together with any applicable route bonus, insert payment and on route payment, for the general holiday and the regular sample delivery rate under Article 25 g) for the sample newspapers which the carrier would have delivered at the request of the Company on the general holiday.
- c) A carrier who works on a general holiday under Article 27 a) shall be paid not less than his or her regular compensation, consisting of his or her Basic Delivery Allowance, insert payment and any applicable route bonus and on route payment, for the general holiday, and, in addition, general holiday pay at the rate of one and one-half times the Basic Delivery Allowance, insert payment and any applicable route bonus and on route payment, earned by the carrier on the day of the general holiday. If a carrier uses his or her own vehicle on the general holiday to provide service to the Company, the carrier shall receive a kilometre allowance in accordance with Article 25 h).

ARTICLE 28 - DELIVERY REPRESENTATIVE AGREEMENT

Those provisions of the “Delivery Representative Agreement with the Winnipeg Free Press” (a copy of the Delivery Representative Agreement is attached hereto as Schedule “B”) which do not conflict with any of the provisions of this Collective Agreement shall continue in full force and effect. In the event of any conflict between the said Delivery Representative Agreement and the terms and conditions of this Collective Agreement, the terms and conditions of this Collective Agreement shall apply.

ARTICLE 29 – CARRIER REPLACEMENTS & CHARGE BACKS

The Free Press shall provide a carrier replacement in the event of absence due to illness or injury for non-probationary carriers. The cost of providing such replacement coverage shall not be charged back to the carrier in an amount any greater than the amount of compensation the carrier would have received for delivering the route or routes.

ARTICLE 30 – REPLACEMENT ALLOWANCE

The Company shall pay to each carrier with at least one year of service, the amount of \$75 each year, effective April 1, 2001, to cover the cost of a replacement carrier. Carriers are not required to account to the Company as to whether or not such replacement service was used.

LETTER OF UNDERSTANDING – 1

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191 (Carrier Bargaining Unit)

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

Bereavement Leave

The current practice shall continue whereby a carrier may apply for Bereavement Leave and such application will be considered on its merit by the district manager and if granted, and then the carrier will be excused from executing their Delivery Representative Agreement without loss of compensation for the period of leave. Such period of leave shall in no case exceed 3 days in any given instance and no more than 6 days in any calendar year.

SIGNED ON THIS DAY OF , 2009.

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – 2

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191 - Carriers

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, and social infrastructures as well as to encourage self-sufficiency.

The Company agrees to submit to the CEP Humanity Fund \$0.35 for each invoice period 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

BETWEEN

WINNIPEG FREE PRESS

AND

CEP LOCAL 191 - Carriers

Collective Agreement
October 1, 2008 to June 30, 2013

Re: Third Party Newspaper Delivery

The Company and the Union hereby agree as follows with respect to Third Party Newspaper Delivery:

1. Article 25 e) of the Collective Agreement between the Company and the Union effective October 1, 2005 to September 30, 2008 (the "Collective Agreement") is amended to read as follows:

e) Inserts

(i) Inserts (each) \$\$.005

(ii) On-route:

Third Party Newspaper	Oct 1, 2008	Oct 1, 2009	Oct 1, 2010	Oct 1, 2011	Oct 1, 2012
Delivery Allowance:					
Sunday to Friday Newspaper Delivery Allowance	\$.1794	\$.1857	\$.1912	\$.1970	\$.2029
Saturday Newspaper Delivery Allowance	\$.2730	\$.2826	\$.2910	\$.2998	\$.3088
Newspaper section	\$.0550	\$.0550	\$.0550	\$.0550	\$.0550
Magazines/Catalogues	\$.0450	\$.0450	\$.0450	\$.0450	\$.0450
Promotional Material	\$.0500	\$.0500	\$.0500	\$.0500	\$.0500

2. for the purposes of this Agreement and Article 25 of the Collective Agreement, a Third Party Newspaper is defined as a subscriber based newspaper that is not owned by or associated or affiliated with FP Canadian Newspapers Limited Partnership;

3. carriers shall deliver a notice to subscribers in the event of a missed or failed delivery when required by the Company and shall deliver a notice to a subscriber on the

seventh (7th) day and the final day before the carrier stops delivery of the Third Party Newspaper because of the subscriber's failure to pay. The Company will pay a carrier ten cents (\$0.10) for each such notice the carrier delivers to a subscriber at the request of the Company; and

4. the same standards which apply to the delivery of the Winnipeg Free Press also apply to the delivery of Third Party Newspapers.

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 of 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.

SCHEDULE "A" - BENEFITS

Life Insurance	\$20,000
Accidental Death	\$25,000
Double Dismemberment	\$30,000
Single Dismemberment	\$25,000
Quadriplegia	\$30,000
Paraplegia	\$30,000
Hemiplegia	\$30,000
Double Indemnity	\$50,000
Permanent Total Disability	\$50,000
Accident Disability Benefit	90% of earnings up to \$250.00 per week, 52 week maximum*
Accident Hospital Expense Benefit	Semi-private
Dental Accident Expense	Unlimited 1 st 156 wks
Accidental Medical Reimbursement	\$500 max
Accident Prosthetic Appliance Expense Benefit	\$6,000
Accident Rehabilitation Expense Benefit	\$16,000
Repatriation Benefit	\$6,000
Physician Validation Expense Benefit	\$50
Dread Disease Benefit	\$5,000
Substitutes (Part 1 only)	Covered on-route
Excess Hospital/Medical Reimbursement	\$5,000
Fracture Schedule	\$15 to \$500

SCHEDULE "B"
DELIVERY REPRESENTATIVE AGREEMENT
WITH THE WINNIPEG FREE PRESS

ROUTE NO. ROUTE I.D. ADULT - Inside Perimeter

DISTRICT Outside Perimeter
(exception St. Norbert)

I,, agree to act as an independent representative/salesperson for the Winnipeg Free Press, delivering a complete newspaper in good readable condition, to the subscriber's designated location on a daily basis in my appointed district, namely Route, commencing.....

I further agree to the following conditions:

- 1) To pick up my route newspapers at the designated location of at the designated time of: Mon-Fri by Sat/Sun by
- 2) To have all my deliveries completed Mon-Fri by Sat/Sun by
- 3) To provide a reliable trained substitute to complete my duties in the event I am unable to complete them for any reason.
- 4) To pay my account in full by cheque at the carrier wholesale rate as set from time to time by the Winnipeg Free Press.
- 5) To remit the Goods and Services Tax on my sales, should my gross business income from all sources exceed \$30,000.
- 6) To give the Winnipeg Free Press a minimum of two weeks notice in writing, which must be at the end of a billing period, before giving up my route.
- 7) To remit promptly, all monies owing to the Winnipeg Free Press, and collection books/keys, on termination of this Agreement.
- 8) To provide a reliable vehicle and all other tools and equipment to complete my duties, and to pay all costs therefore.
- 9) The independent delivery representative/salesperson represents and warrants that they possess appropriate licensing under the motor vehicle laws, and adequate liability insurance, and covenants to maintain such licensing and insurance during the term of this contract.
- 10) The independent delivery representative/salesperson hereby indemnifies and saves harmless, the Winnipeg Free Press, its officers, agents, employees and licensees from all claims, debts, demands, suits, actions and causes of action for loss, damage, liability, insurance, death or cause made or brought by any person against the Winnipeg Free Press caused by or indirectly arising from or out of the services provided by the independent delivery representative/salesperson hereunder or the operation of the independent delivery representative/salesperson's vehicle, or any other person acting for the independent representative/sales person in his employ.

The Winnipeg Free Press reserves the right to make changes to these conditions within the Agreement upon notice of at least two weeks. The Winnipeg Free Press may terminate this Agreement at any time with no notice required, should the Winnipeg Free Press determine that the independent representative/salesperson failed to adequately provide the service agreed to herein. The Winnipeg Free Press will provide reasons for the termination of this Agreement.

Delivery Representative Signature:
Address:
Postal Code: Telephone:
Date: Accepted by:
(District Manager)

White – Office

Yellow – Delivery Representative

Pink – District Manager

