

COLLECTIVE AGREEMENT

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

PRESSROOM

SEPTEMBER 30, 2008 to JUNE 30, 2013

COLLECTIVE AGREEMENT INDEX

1.	Recognition	5
2.	Jurisdiction	5
3.	Interpretation	5
4.	Effective Date of Agreement	5
5.	Union Security	6
6.	Rights of the Publisher	6
7.	No Discrimination	6
8.	Information	6
9.	Struck Work	7
10.	Job Posting	7
11.	Probationary Period	7
12.	Sub-contracting	8
13.	Job Security	8
14.	Layoff and Recall	9
15.	Severance Pay	9
16.	Health and Safety Committee and VDTs	10
17.	Suspension and Dismissals	10
18.	Grievance Procedure	10
19.	Dues Checkoff	11
20.	Union Representatives	12
21.	Expression of Dissatisfaction	12
22.	Bulletin Board	12
23.	Past Practices	13
24.	Lunch Period	13

25.	Temporary Appointments	13
26.	Transfers	13
27.	Merit Increases	13
28.	General Holidays	13
29.	Vacations With Pay	14
30.	Leaves of Absence	15
31.	Parental Leave	16
32.	Sick Leave	16
33.	Bereavement Leave	17
34.	Jury Duty	17
35.	Pension	17
36.	Employee Benefit Plans	18
37.	Full Shift	19
38.	Hours of Work	19
39.	Callback	19
40.	Overtime	19
41.	Turnaround	19
42.	Sunday Work	20
43.	General Office and Transportation	20
44.	Foreman	20
45.	Scale of Wages – Pressmen	20
46.	Scale of Wages – Paperhandlers	21
47.	Apprentices	21
48.	Manning Schedule	21
49.	New Processes/New Machines	22

50.	Substitutes	23
51.	Scheduling	23
52.	Overtime	24
53.	Seniority	24
54.	Wages	25
	Letter of Understanding - 1 – Pressmen & Paperhandlers	27
	Letter of Understanding – 2- Technical Maintenance	28
	Letter of Understanding – 3 – Article 46 Scale of Wages Paperhandlers	30
	Letter of Understanding – 4 – Paperhandler Substitutes	31
	Letter of Understanding – 5 - Long Term Disability	32
	Letter of Understanding – 6 – Coverage for Pressroom Office Shits	34
	Winnipeg Free Press Harassment Policy	35

ARTICLE 1 - RECOGNITION

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

ARTICLE 2 - JURISDICTION

- 2.01 The Company recognizes the Union as the exclusive bargaining agent for all employees in the province of Manitoba of the Winnipeg Free Press, in the pressroom department save and except for the foreman, assistant foreman, and those excluded by the Labour Relations Act of Manitoba.
- 2.02 Jurisdiction of the Union and the appropriate unit for collective bargaining is defined as including all journeymen and apprentice pressmen, the paperhandlers employed by the publisher in the pressroom and related facilities for the operation of the newspaper printing presses, including gravure, offset and letterpress, roller regrinding, paperhandling and maintenance of all equipment in the production process under the direction of the foreman.
- 2.03 Should the Company install any equipment or adopt any process designed as a substitute for, or evolution of, work performed by members of the Union, the Company recognizes the jurisdiction of the Union over such equipment or processes.
- 2.04 All persons employed by the Winnipeg Free Press, in the City of Winnipeg, Province of Manitoba, as Journeymen or Apprentice Industrial Mechanics or Electricians excluding Supervisors, those above the rank of supervisor and those excluded by the Act.

ARTICLE 3 - INTERPRETATION

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

ARTICLE 4 - EFFECTIVE DATE OF AGREEMENT

- 4.01 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 Union of Canada 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.

ARTICLE 5 - UNION SECURITY

- 5.01 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.

ARTICLE 6 - RIGHTS OF THE PUBLISHER

- 6.01 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 have 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 the 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.
- 6.02 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 7 - NO DISCRIMINATION

- 7.01 The Company and the Union agree to abide by the Harassment Policy re-issued by the Publisher in October 1, 1996.
- 7.02 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.
- 7.03 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.
- 7.04 Employees are free to participate in Union activities in accordance with the Manitoba Labour Relations Code.

ARTICLE 8 - INFORMATION

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

- (a) name, address
- (b) date of hiring
- (c) job classification
- (d) experience rating and anniversary date
- (e) the Company shall provide, on an annual basis, a seniority list by bargaining unit including all members' classifications

8.02 The Company shall notify the Union in writing monthly of resignations, retirements, deaths, promotions and other revisions in data listed in 8.01 above, and the effective dates.

ARTICLE 9 - STRUCK WORK

9.01 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 C.E.P.

9.02 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.

ARTICLE 10 - JOB POSTING

10.01 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 of 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.

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

10.03 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.

ARTICLE 11 - PROBATIONARY PERIOD

11.01 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.

- 11.02 Upon the successful completion of the probationary period an employee's length of continuous service shall be calculated from the date of original hiring.
- 11.03 Present employees will receive first consideration for vacancies in higher classifications.
- 11.04 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.
- 11.05 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.
- 11.06 Wage rates for newly created classifications shall be consistent with negotiated rates in comparable classifications.
- 11.07 Employees shall have the right to refuse promotions.

ARTICLE 12 - SUB-CONTRACTING

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

ARTICLE 13 - JOB SECURITY

- 13.01 (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.

- 13.02 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.

- 13.03 The Company agrees that no full-time employee of the Winnipeg Free Press on staff October 1, 1987, excluding apprentices, shall lose his or 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.
- 13.04 It is understood and agreed that the Company has the right to discuss buy-outs with employees in any classification of work.

ARTICLE 14 - LAYOFF AND RECALL

- 14.01 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.
- 14.02 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.
- 14.03 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/hers 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.
- 14.04 Seniority will cease when recall rights have been expired.

ARTICLE 15 - SEVERANCE PAY

15.01

(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.

ARTICLE 16 - HEALTH AND SAFETY COMMITTEE & VDTs

- 16.01 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.
- 16.02 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.
- 16.03 No employee will be required to perform work on a VDT terminal for more than three (3) hours without a minimum of ten minutes work change or break.
- 16.04 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.
- 16.05 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.
- 16.06 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.

ARTICLE 17 - SUSPENSION AND DISMISSALS

- 17.01 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.

ARTICLE 18 - GRIEVANCE PROCEDURE

- 18.01 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.
- 18.02 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.

- 18.03 If the grievance cannot be resolved within the specified time it shall be submitted to the Joint Standing Committee.
- 18.04 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/hers place.
- 18.05 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.
- 18.06 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.
- 18.07 There will be a list of five (5) arbitrators as follows:
- 1) Diane Jones
 - 2) David Marr
 - 3) Arnie Peltz
 - 4) Michael Werier
 - 5) Gavin Wood

ARTICLE 19 - DUES CHECKOFF

- 19.01 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.

19.02 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 date of any change in the amount of dues, levies or assessments to be deducted.

ARTICLE 20 - UNION REPRESENTATIVES

20.01 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.

20.02 The Company recognizes the chapel chairperson to be the Union's representative in each department covered by this agreement.

20.03 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.

20.04 An employee shall have the right to be accompanied by a Union representative in any disciplinary meeting with management.

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

20.06 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 21 - EXPRESSION OF DISSATISFACTION

21.01 Copies of any 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.

ARTICLE 22 - BULLETIN BOARD

22.01 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 and Technical Maintenance.

ARTICLE 23 - PAST PRACTICES

23.01 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 Letter of Understanding attached to this agreement.

ARTICLE 24 - LUNCH PERIOD

24.01 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.

Crews assigned to production of the daily newspaper shall be assigned a thirty (30) minute lunch period. Crews not involved in the production of the daily shall have the option of extending the lunch period up to sixty (60) minutes.

ARTICLE 25 - TEMPORARY APPOINTMENTS

25.01 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.

25.02 No employee shall receive a reduction in salary when temporarily assigned to a lower classification.

ARTICLE 26 - TRANSFERS

26.01 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.

ARTICLE 27 - MERIT INCREASES

27.01 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.

ARTICLE 28 - GENERAL HOLIDAYS

28.01 The following days shall be recognized as general holidays:

New Year's Day
Louis Riel Day
Good Friday
Victoria Day

Canada Day
August Civic Holiday
Labour Day
Thanksgiving Day

Remembrance Day
Christmas Day
Boxing Day

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

- 28.02 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.
- 28.03 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.
- 28.04 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.

ARTICLE 29 - VACATIONS WITH PAY

- 29.01 Full-time employees 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 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 pay. Up to and including three (3) years of continuous service by the end of the preceding calendar year, one fifteenth of the shifts worked in the preceding calendar year. Employees with eight (8) or more year's continuous service by the end of the preceding calendar year, one-eleventh of the shifts worked in the preceding year. Employees with thirteen (13) or more years of continuous service by the end of the preceding calendar year, one-ninth of shifts worked in the preceding calendar year. Employees with eighteen (18) or more years of continuous service by the end of the preceding calendar year, one-seventh of the shifts worked in the preceding calendar year with a maximum of thirty (30) days. Not more than six days credit toward vacation shall be allowed in any calendar week. Premium shifts worked in a calendar week during which four (4) or less regular shifts are worked at normal straight time rates (exclusive of weeks when vacation are taken) will be included in vacation credits.

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.

- 29.02 The rate of pay for the vacation period shall be at the man-in-charge, journeyman, or apprentice scale, for which the man is qualified at the time of his/her vacation. Men in charge will be paid in accordance with provisions of Article 45 on a pro rata basis in relation to the number of shifts that such a position has been filled during the preceding calendar year.
- 29.03 Vacation credits are not cumulative from year to year. Credits earned in the preceding calendar year must be used within the calendar year. It is understood and agreed that vacation credits in five-day (5-day) units may be accumulated from year to year provided such credits are used by April 1 in any year following the year in which they were earned. Consideration shall be given to requests, on an individual basis, to carry over unused vacation beyond April 1 of the following year, subject to production necessities as determined by the Company.
- 29.04 In order that there shall be no interruptions or interference with the regular publications or editions, the number of employees allowed off on vacation at any one time shall be determined by the foreman except that at least five (5) regular pressmen shall be permitted to be off on vacation during June to September, except that in the event that a new press is implemented by the Company, only three (3) regular pressmen shall be permitted to be off on vacation during June to September effective upon the implementation by the Company of a new press. Vacations shall be arranged by the chapel chairman as far as possible according to seniority. Vacations will be scheduled in a minimum of one-week blocks.
- 29.05 Technical Maintenance staff will be permitted one (1) electrician and one (1) industrial mechanic to be off on vacation at one time. One (1) paperhandler can be on vacation at one time.
- 29.06 Substitutes will have their vacation pay accrued so that they will have the benefit of receiving pay at the point they take vacation. Employees will be limited to one (1) claim per calendar year. In the event that an employee did not make a claim in a calendar year the Company will pay out the employee's accrual on December 31 of that calendar year.

ARTICLE 30 - LEAVES OF ABSENCE

- 30.01 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.
- 30.02 Upon request, the Company will grant employees leaves of absence, on a full shift, 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.

- 30.03 One (1) employee from each department in the bargaining unit will, subject to the requirements and efficiency of operations and provided that it does not result in any overtime expense or any other additional cost to the Company, be granted a leave of absence without pay for the purpose of contract negotiations if necessary.
- 30.04 Effective September 1, 2000 Should a member of the bargaining unit be appointed or elected to a Full-time position with the Union, (s)he 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.

ARTICLE 31 - PARENTAL LEAVE

- 31.01 An unpaid leave will be granted upon request for maternity or parental leave in accordance with the Employment Standards Code.
- 31.02 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.
- 31.03 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.

ARTICLE 32 - SICK LEAVE

- 32.01 Following six (6) months continuous employment all employees covered by the terms of the collective agreement, when absent from work due to illness or accident, will be compensated by the Company as follows:

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

For illness not requiring hospital stays, commencing on the second working day and continuing for a period of twenty-five (25) weeks and four days at each employee's regular weekly wage.

For a compensable accident under Worker's Compensation, the Publisher agrees to make up the difference between payment received and full pay to a maximum of 32 weeks.

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.

The employee understands his/her obligation to advise the Company of all illnesses and if requested to provide medical proof of disability for the period of absence.

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.

ARTICLE 33 – BEREAVEMENT

33.01 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.

One (1) additional day bereavement leave shall be added for travel to attend a funeral that occurs out of the province.

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.

ARTICLE 34 - JURY DUTY

34.01 The Company shall pay to each full-time employee and each substitute who has worked a minimum of nine hundred and fifty (950) hours in the preceding calendar year 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 to work. In the case of a full-time employee or substitute who has worked a minimum of nine hundred and fifty (950) hours in the preceding calendar year employees 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.

ARTICLE 35 - PENSION

35.01 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.

35.02 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

ARTICLE 36 - EMPLOYEE BENEFIT PLANS

36.01 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.

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.

Prescription Drug Card

Paramedical Expense Maximums:

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

ARTICLE 37 - FULL SHIFT

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

ARTICLE 38 - HOURS OF WORK

38.01 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.

38.02 All employees whose regularly scheduled shift starts before 6 a.m. or after 1 p.m. will receive a differential of ten (10%) percent.

38.03 Employees who regularly work nights will receive the night differential for vacations, general holidays and sick pay.

38.04 For the purposes of Articles 38.02 and 38.03, where fifty percent (50%) of a regular full-time employee's scheduled shifts 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.

ARTICLE 39 - CALLBACK

39.01 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.

ARTICLE 40 - OVERTIME

40.01 The Company shall compensate for all overtime work at the rate of time and one-half for the first three (3) hours, double time thereafter.

ARTICLE 41 - TURNAROUND

41.01 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.

ARTICLE 42 - SUNDAY WORK

42.01 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.

ARTICLE 43 - GENERAL OFFICE

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

ARTICLE 44 - FOREMAN

44.01 The foreman of the pressmen shall be appointed by the Publisher. Under the authority delegated to him/her by the publisher, he/she, or in his/her absence a deputy appointed by the foreman and approved by the publisher, shall have supervision and control of all journeymen, apprentices and paperhandlers within the pressroom. The foreman or the assistant foreman shall not perform pressroom work except in emergencies where the health and safety of the press crew may be at risk or there is imminent danger to the press. They shall not be part of any production or maintenance crew.

44.02 The foreman of the technical maintenance staff shall continue to be permitted to do work which would normally be done by those technical maintenance staff covered by this agreement. In the event the foreman of technical maintenance is absent for a full shift, his/hers replacement shall be paid an additional payment of one hundred and twenty percent (120%) of the straight time journeyman hourly rate.

ARTICLE 45 - SCALE OF WAGES - PRESSMEN

45.01 A man in charge of a crew, who is a member of the crew, shall receive an additional payment to cover the shift calculated at one hundred and twenty per cent (120%) of the straight time journeyman hourly rate.

45.02 For apprentice pressman - apprentice scale to be over a period of four years.

1st six months	45% journeyman rate
2nd six months	50% journeyman rate
3rd six months	55% journeyman rate
4th six months	60% journeyman rate
5th six months	70% journeyman rate
6th six months	75% journeyman rate
7th six months	80% journeyman rate
8th six months	85% journeyman rate

ARTICLE 46 - SCALE OF WAGES - PAPERHANDLERS

46.01 The Free Press agrees to employ in its press room paperhandlers where required. All sections of this agreement shall apply to such paperhandlers except for the Article 47. Jurisdiction of the Union and the appropriate unit for collective bargaining is defined as including all journeymen and apprentice paperhandlers employed by the Publisher in the newsprint storage and handling area.

Apprentices shall serve one year's apprenticeship and be paid the following rates:

1st six months	75% journeyman rate
2nd six months	85% journeyman rate

46.02 Hours of work shall be laid down in Article 38.

46.03 Paperhandlers' functions will include the receiving and distribution of all paper rolls, pushing rolls onto track dollies requiring no less than two (2) men, cutting ends from paper rolls, removal of all paper waste, print and wrappers, operation of clamp trucks, operation of baler machine (print, white and wrappers), core stripper, rewinder and cutting machine, strapping cores and newsprint, change ink barrels (totes), blanket wash and wiper bins and etching solution, receiving ink and chemicals relating to presses, removal of printing plates relating to presses, taking of dust from conveyor when required and sweeping of pressroom and paper storage areas including reel room and colour decks on presses and inside work stations. The Union recognizes that changes in the functions performed by paperhandlers may be necessary for the requirements and efficiency of operations, except that pressmen functions will not include paperhandler functions.

46.04 When three or more paper handlers are employed on any one shift, one shall be appointed man-in-charge and receive an additional payment to cover his/her shift, calculated at one hundred twenty per cent (120%) of the journeyman rate applicable to that shift.

ARTICLE 47 - APPRENTICES

47.01 Each crew may include one apprentice and thereafter the proportion of apprentices shall be one to each seven journeymen or major portion thereof.

47.02 All apprentices shall be given every reasonable opportunity to acquaint themselves with every phase of press operation and shall be considered over and above the production crew for the first six weeks of his/her apprenticeship.

47.03 One apprentice may be hired for the first five journeymen electricians and two journeymen industrial mechanics. One additional apprentice may be hired if the total of journeymen electricians and industrial mechanics is seven or more but in no case will the number of apprentices exceed one per trade.

ARTICLE 48 - MANNING SCHEDULE

48.01 The Company will determine the number of employees necessary for the operation of the

pressroom in a safe and efficient manner, provided that there shall be, provided the current production levels are maintained, not less than 37 pressmen (journeymen and apprentices) employed by the Company within the pressroom area, except that in the event that a new press is implemented by the Company, there shall be, provided the then current production levels are maintained, not less than twenty (20) journeymen employed by the Company within the pressroom area effective upon the implementation by the Company of a new press.

The employees shall perform any and all work pertaining to their respective work assignments, including the operation, maintenance, cleaning and upkeep of equipment and machines as assigned.

Effective until the implementation by the Company of a new press, in the event that there is a reduction in staff due to attrition, the Company may at that time decide to fill the opening or to reduce the stated number of journeymen and apprentices.

- 48.02 The work schedule each week shall be arranged to provide a proportionate number of employees for each working day relative to the volume of work for that particular day of the week (press production or maintenance).
- 48.03 An employee shall be assigned to a particular production press or maintenance function on that press or non-production press maintenance at the beginning of each shift, except to meet unforeseen circumstances or production necessities over which the employer has no control. This does not preclude a production crew assigned to a particular press being required to “make ready” on the press to which the crew was initially assigned for the day. A maintenance crew assigned to a press at the commencement of a shift may be required to move to another press to perform a production run. However, once the crew has moved to that press they will complete their shift there. In the event that a new press is implemented by the Company, this Article 48.03 shall be deleted from this Agreement effective upon the implementation by the Company of a new press.

ARTICLE 49 - NEW PROCESSES/NEW MACHINES

- 49.01 The general foreman shall give the Union three (3) months notice when the Company intends to introduce any processes or equipment and reasonable notice of any process or equipment which falls within the Union's jurisdiction.
- 49.02 Within ten (10) days after submitting such notice the Company agrees to meet Union representatives in order to discuss the time, procedure and training necessary for the introduction of such processes or equipment. The Company agrees to provide facilities and sufficient time without loss of regular weekly wages in order that each member becomes proficient in the operation of any process or equipment to meet the intent of this agreement. Whenever possible, members shall be afforded the opportunity to retrain in accordance with their priority standing. No member shall be laid off or lose his/her preference claim who has not been offered the opportunity to be retrained.

ARTICLE 50 - SUBSTITUTES

- 50.01 All regular full-time employees may provide a competent substitute for coverage for personal time off or time off for union business provided there is no increased cost to the Publisher.
- 50.02 The Union shall, at the request of the Company, make every effort to provide competent Substitutes. Substitutes shall select up to a maximum of five (5) available shifts per week on the basis of seniority; however, this shall not be construed as a guarantee of hours of work per day or per week or of days of work per week. Any shifts available after such selections have been made shall be assigned as necessary by the Chapel Chair without regard to seniority.
- 50.03 Substitutes who have worked a minimum of nine hundred and fifty (950) hours in the preceding calendar year shall be provided with five (5) uniforms and a safety boot allowance of eighty-five dollars (\$85.00) per twelve (12) month period.
- 50.04 Substitutes who have worked a minimum of nine hundred and fifty (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 the general holidays listed in Article 28.01 of this Agreement in accordance with The Employment Standards Code (Manitoba);
 3. granted bereavement leave in accordance with Article 33 for those days the substitute is scheduled to work;
 4. eligible to accumulate sick leave on the basis of one shift per quarter commencing January 1, 2006, to a maximum of four (4) shifts per year. Payment shall be calculated on the basis of average straight time worked on the day of illness; and
 5. eligible to participate in the Extended Health Plan, Dental Insurance Plan and Non-Taxable Long Term Disability Plan.
- 50.05 Substitutes shall be eligible to enrol in the Retirement Plan for the Winnipeg Free Press.
- 50.06 In the event of a substitute becoming a full-time employee, he/she shall be credited with the hours worked during the employee's service as a substitute where such service is continuous with his/her becoming a full-time employee for the purpose of determining his/her vacation entitlement as a full-time employee and his/her seniority as a full-time employee, with 1,950 hours worked being equal to one (1) year of continuous service.

ARTICLE 51 - SCHEDULING

- 51.01 To enable the Union to arrange days off for the men, the Publisher's representative shall post by Thursday noon of the previous week the days off for the subsequent week allotted by days. The

total days off for the week will be the same as for the number of regular men on the staff less the number of paid vacations. If the Publisher's actual requirement on any days of the week are such that a lesser number of men are on day off the Publisher shall pay the difference in premium shifts at the rate of time and one-half (1.5) for the regular hours of the shift, including the overtime period up to three (3) hours and double time thereafter. The shift schedule posted on Thursday of any week shall not be changed without agreement between the Union and the Publisher. Days off and shift starting times will be rotated as equitably as possible.

51.02 Crews shall be on duty one-half hour before the scheduled starting time of any regular run.

ARTICLE 52 - OVERTIME

52.01 All time worked before or in excess of the daily standard hours of work established by the Company in accordance with Article 38 or at the end of the standard work week must be paid for at the overtime rate, which shall be one and one-half (1.5) times the regular hourly rate, paid the individual employee for the first three (3) hours overtime and double time for the fourth and each additional hour of overtime worked thereafter. A man working two consecutive shifts on the same day (a double) will be paid the applicable overtime rates based on the night rate for the second shift. A member of a crew working overtime shall be allowed to leave his/her work post for thirty (30) minutes for lunch without loss of pay for any overtime worked in excess of one hour or between shifts. The member shall be allowed a paid five (5) minutes wash-up period prior to commencement of any lunch period.

52.02 For overtime periods, a man in charge of a crew who is a member of the crew shall receive an additional fifteen per cent (15%) of the journeyman's hourly pay for that period.

ARTICLE 53 - SENIORITY

Seniority of employees as used in this agreement is defined as follows:

(a) The seniority for technical maintenance employees employed as at December 20, 2007 shall be as follows:

<u>Electricians</u>	<u>Name</u>	<u>Seniority Date</u>
	Garry Plesh	Dec 6, 1976
	Janusz Herman	Jan 25, 1999
	William Beanland	Nov 1, 2006
	Jarrood Skazyk	June 12, 2007
	Sukhdev Manak	Aug 20, 2007
	John Zuk	Aug 27, 2007
	Angelo Iezzi	Sept 24, 2007
 <u>Mechanics</u>		
	Paul Burch	Feb 18, 1985
	Leo Visser	Mar 3, 1986

Paul Thomson	Oct 11, 2004
David Pierrard	July 3, 2006
David Lemire	Jan 7, 2007

(b) Other than those employees listed in Article 53(a), seniority for press operators, technical maintenance employees and paperhandlers will be based on the employee's continuous service with the Company from the date on which he/she was hired as or became a journeyman.

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.

WAGES

PRESSROOM

	<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>
Journeyman (Days)/Hr	\$36.32	\$37.05	\$37.79	\$38.55	\$39.13
Journeyman (Days)/Wk	1,362.00	1,389.40	1,417.15	1,445.65	1,467.40
Journeyman (Nights)/Hr	39.97	40.77	41.59	42.42	43.06
Journeyman (Nights)/Wk	1,498.90	1,528.90	1,559.65	1,590.75	1,614.75
Paperhandler (Days)/Hr	25.43	25.94	26.46	26.99	27.39
Paperhandler (Days)/Wk	953.65	972.75	992.25	1,012.15	1,027.15
Paperhandler (Nights)/Hr	27.96	28.52	29.09	29.67	30.12
Paperhandler (Nights)/Wk	1,048.50	1,069.50	1,090.90	1,112.65	1,129.50

Technical Maintenance

Journeyman Electricians & Mechanics (Days)/Hr	\$36.32	\$37.05	\$37.79	\$38.55	\$39.13
Journeyman Electricians & Mechanics (Days)/Wk	1,362.00	1,389.40	1,417.15	1,445.65	1,467.40
Journeyman Electricians & Mechanics (Nights)/Hr	39.97	40.77	41.59	42.42	43.06
Journeyman Electricians & Mechanics (Nights)/Wk	1,498.90	1,528.90	1,559.65	1,590.75	1,614.75

Technical Maintenance 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>
1st Year.....	633.04	645.70	658.61	671.78	681.86
2nd Year.....	670.14	683.54	697.21	711.15	721.82
3rd Year.....	766.15	781.47	797.10	813.04	825.24
4th Year.....	802.49	818.54	834.91	851.61	864.38

LETTER OF UNDERSTANDING – 2

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Re: Collective Agreement October 1, 200 to June 30, 2013

Technical Maintenance

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

1. The current practice of banking overtime up to a maximum of 37.5 hours will be maintained. Taking time off will be at a time mutually agreed to by the employee and the Company.
2. The Company will continue to supply tools and safety equipment.
3. The Company will continue to provide seven (7) uniforms per year to electricians and mechanics.
4. Employees within their classification shall select shifts, new or vacant shifts or starting times and vacation on the basis of seniority, subject to the production necessities as determined by the Company.
5. The chapel chairman, with the approval of the maintenance supervisor shall continue to make up the work schedule.
6. The Company will continue to schedule the minimum staff level on Saturday and Sunday. Additional staff will only be called in for breakdown or scheduled for non-routine maintenance that cannot be scheduled during weekdays.
7. Technical Maintenance personnel will not be used as production employees on the press for running any publication and will be used only to assist and not to replace pressmen performing maintenance which is normally done by the press crew.
8. The current sick leave provisions enjoyed by the technical maintenance personnel will be maintained for the life of this agreement for those employees on staff at the signing of this agreement.
9. Members will be allowed five (5) minutes wash up time at the end of a shift and prior to lunch period.

10. An electrician or machinist shall be allowed to utilize his/her banked overtime to leave the premises at the completion of his/her assigned duties, provided that permission has been granted in advance by the technical maintenance Foreman and has been confirmed by the foreman of the Press room and Mailroom at the conclusion of their nightly operations.
11. The Company shall supply a safety boot allowance of eighty-five dollars (\$85.00) per twelve (12) month period or one hundred and seventy (\$170.00) per twenty-four (24) month period towards the cost of CSA approved footwear. Thereafter, safety boots will be mandatory.
12. Employees who wish to take time from work to attend medical or dental appointments, without loss of pay, shall advise the foreman of such need, complete with dates and times of such appointments, at least one (1) week in advance of the weekly schedule being set. The decision of the foreman in granting such leave is final.
13. The \$20.00 per month parking charge, October through March will not change for the life of the agreement.
14. The Company will, where reasonably practicable, provide to the chapel chairperson one (1) weeks' notice of a scheduled absence of the Manager Plant and Equipment where such absence is for five (5) consecutive working days or more.

SIGNED THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – 3

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

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

Article 46 – Scale of Wages – Paperhandlers

Relative to Article 46 the level of staffing in the paper storage area will be, provided the current production levels are maintained, five (5) journeymen paperhandlers, except that in the event that a new press is implemented by the Company, the level of staffing in the paper storage area will be, provided the then current production levels are maintained, three (3) journeymen paperhandlers effective upon the implementation by the Company of a new press.

In the event that there is a reduction in staff due to attrition, the Company may at that time decide to fill the opening or to reduce the stated number of journeymen and apprentices.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – 4

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Collective Agreement October 1, 2008 to June 30, 2013

Re: Paperhandler Substitutes

The parties hereby agree that the Company shall continue to use paperhandler substitutes when it determines in its sole discretion that it is appropriate to do so and the Union shall continue to provide such substitutes when requested to do so by the Company.

The wage rate for paper storage substitutes shall continue to be as follows:

75% of the Journeyman rate for the first one hundred and thirty (130) shifts worked;
85% of the Journeyman rate after one hundred and thirty (130) shifts worked; and
100% of the Journeyman rate after two hundred and sixty (260) shifts worked.

SIGNED ON THIS DAY OF , 2009

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – 5

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

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, 2005 to September 30, 2008 (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. Article 36 of the Collective Agreement remains in full force and effect for the duration of the Collective Agreement.

9. 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

LETTER OF UNDERSTANDING – 6

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

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

Re: Coverage for Pressroom Office Shifts

The Company and Union agree that the Union will continue its practice of covering office shifts in the Pressroom for the Company under the following terms:

1. Coverage for the Pressroom office shifts shall be provided by a qualified Pressperson as determined by the Company.
2. The Company in its sole discretion shall determine the number of shifts required for office coverage but will not be less than a full shift.
3. For coverage of an office day shift, the Company will pay in addition to the regular journeyman pressman day rate, an additional shift premium calculated as the day journeyman rate x 140%.
4. For coverage of an office night shift, the Company will pay in addition to the regular journeyman pressman night rate, an additional shift premium calculated as the regular journeyman pressman night rate x 140%. If the Company moves an employee off a regularly scheduled night shift to cover an office day shift the Company shall pay the employee the night shift differential rate.
5. The Company shall continue its current practice of replacing an employee on a production crew when that employee is moved off of a crew to cover an office shift.
6. The Company shall ensure training is provided to cover office shifts.
7. The Company retains the right to employ Supervisors, those above the rank of supervisor and those excluded by the Act as set out in Article 2.04 – Jurisdiction.
8. This agreement is made without prejudice or precedent to either party.

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.

