

# **COLLECTIVE AGREEMENT**

BETWEEN

**Winnipeg Free Press**

AND

**CEP LOCAL 191  
INSIDE WORKERS**

July 1, 2013 to JUNE 30, 2018

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## **GENERAL WAGES**

Five-year term for all Inside Workers, Pressroom and Community News expiring June 30, 2018 as follows:

July 1, 2013	0.0%
July 1, 2014	0.5%
July 1, 2015	0.5%
July 1, 2016	0.5%
July 1, 2017	1.5%

## **GENERAL WAGES – NEW HIRES**

Inside Workers, and Pressroom employees:

### **New employees hired after June 30, 2013:**

Revise wage scales for all job classifications in the bargaining unit everywhere they appear in the Collective Agreement and in the Letters of Agreement to reflect a 19% grid-scale wage reduction for all new employees hired after June 30, 2013, with the exception of Canstar Community News, and those job classifications at minimum wage under the *Employment Standards Code Manitoba*. The Company reserves the right to offer higher rates to specialized staff including Red Seal trades employees to fill vacant positions.

Subject to Article 14, any employee hired prior to June 30, 2013 who is then laid off shall be recalled to the existing wage grid scale prior to June 30, 2013.

The Company agrees that new hires shall not be used to replace existing current full-time employees or reduce the number of hours or shifts for any current part-time employees.

### **1. Recognition**

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

### **2. Jurisdiction**

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

Editorial department save and except:

- Speciality Sections Editor
- Associate Editor Productions/Operations
- Breaking News Editor
- City and Business Editor
- Confidential Administrative Assistant



- Director Photography/Multimedia
- Comment Editor
- Editor
- Arts and Life Editor
- Associate Editor, Engagement
- Associate Editor, Enterprise
- Special Production Editor
- Associate Editor Digital News
- Sports Editor
- those excluded by the Labour Relations Act of Manitoba

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

- Assistant Manager
- Confidential Administrative Assistant
- Night Foreman
- V.P. Operations
- Creative Services Manager
- Systems and Technical Manager
- those excluded by the Labour Relations Act of Manitoba

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

- Manager of Electronic Publishing
- Manager of Niche Products
- Classified Advertising Supervisor
- Sales Manager
- Confidential Administrative Assistant
- V.P. Sales and Marketing
- Insert Distribution Sales Manager
- Director of Local Sales
- Director National & Multi-Market Sales
- Summer relief students
- V.P. Digital Media
- those excluded by the Labour Relations Act of Manitoba

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

- Manager Circulation Administration
- Director of Distribution
- City Delivery Manager
- Sales, Service & Support Manager
- Customer Service Supervisor
- Telesales Team Manager
- Confidential Administrative Assistant
- Circulation Development Manager
- Telesales Team Manager
- V.P. Audience Development

- Part-time Assistant Administration Manager
- Part-time Telesales Team Manager
- Director of Marketing
- Consumer Sales Manager
- Research & Development Manager
- Subscriber Acquisitions Manager
- those excluded by the Labour Relations Act of Manitoba

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

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

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

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

**3. Interpretation**

Gender neutral language will be used throughout the collective agreement.

**4. Effective Date of Agreement**

This Agreement, made and entered into this 14<sup>th</sup> day of April, 2013, by and between the Winnipeg Free Press (hereinafter referred to as the "Company") through its authorized representatives, and the Communications Energy and Paperworkers Local #191 (hereinafter sometimes referred to as the "Union"), by its officers or a committee duly authorized to act in its behalf, shall be effective beginning July 1, 2013, and ending June 30, 2018. Written notice of desire to terminate or amend the Agreement shall be given by either party at least sixty (60) days prior to the expiration date of the contract. If an agreement has not been reached by the date upon which this contract expires, the terms and conditions of the expired Agreement shall be maintained until a new Agreement is reached or action is authorized by the Union or by the Company signatory hereto.

**5. Union Security**

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

**6. Rights of the Publisher**

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

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

**7. No Discrimination**

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

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

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

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

## **8. Information**

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

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

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

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

## **9. Struck Work**

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

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

## **10. Job Posting**

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

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

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

## **11. Probationary Period**

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

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

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

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

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

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

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

## **12. Sub-contracting**

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

## **13. Job Security**

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

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

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

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

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

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

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

#### **14. Layoff and Recall**

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

(b) In the event of a layoff, employees within the affected classification shall, on the basis of seniority, have the option of taking voluntary layoff with full eligibility for severance pay, providing those remaining are capable of performing the work required.

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

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

(e) Job postings in a department shall be mailed out to the last known address/email address of a laid-off employee from that department up until the recall rights expire.

#### **15. Severance Pay**

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

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

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

**16. Health and Safety Committee and Technology**

- (a) In accordance with the provision of the Manitoba Workplace Safety and Health Act, a Safety and Health Committee will be established and maintained to monitor, control and enforce safe and healthy working conditions in all operations of the newspaper, including all mechanical and electronic devices and video display terminals.
- (b) A pregnant employee who normally works on a computer monitor will, on request, be reassigned to work that does not involve computer monitors, where such work is available within the newspaper, at the rate of pay for that classification.
- (c) No employee will be required to perform work on a computer monitor terminal for more than three (3) hours without a minimum of ten minutes work change or break.
- (d) Worker health and safety representatives and health and safety committee members shall be entitled to a minimum of two (2) days of paid leave, per year, for the purposes of completing health and safety education and training programs, authorized by the committee.
- (e) A minimum of six (6) health and safety committee meetings shall be held annually in accordance with the provisions of The Workplace Health and Safety Act (Manitoba) unless the Workplace Health and Safety Committee decides to have less than six (6) but not less than four (4) meetings annually.
- (f) The Company co-chairperson and the worker co-chairperson of the Health and Safety Committee will conduct a joint inspection of the workplace and of work processes and procedures at the workplace at least one (1) week prior to each Health and Safety Committee meeting or at such other times as they may mutually agree.

**17. Suspension and Dismissals**

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

**18. Grievance Procedure**

- (a) Any employee grievance must be submitted to the chapel chairperson within fifteen (15) working days of it first coming to the attention of the affected party.
- (b) A grievance must first be brought to the attention of the Union chapel chairperson who will attempt to resolve the dispute with the department head within forty-eight (48) hours.
- (c) If the grievance cannot be resolved within the specified time it shall be submitted to the Joint Standing Committee.
- (d) A standing committee of two representatives of the Company, and a like committee of two representing the Union, shall be appointed; the committee representing the Union shall be selected by the Union, and in the case of vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his/her place.
- (e) This committee shall meet within five (5) days to deal with all disputes which may arise as to the wages herein provided, the construction to be placed upon any clause of the Agreement, or alleged violations

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

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

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

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

## **19. Dues Checkoff**

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

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

## **20. Union Representatives**

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

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

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

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



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

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

**21. Expression of Dissatisfaction**

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

**22. Bulletin Board**

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

**23. Past Practices**

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

**24. Lunch Period**

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

**25. Temporary Appointments**

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

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

**26. Transfers**

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

**27. Merit Increases**

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

**28. General Holidays**

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

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

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

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

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

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

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

**29. Vacations with Pay**

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

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

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

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

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

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

### **30. Leaves of Absence**

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

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

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

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

**31. Parental Leave**

- (a) An unpaid leave will be granted upon request for maternity or parental leave in accordance with the Employment Standards Code.
- (b) Time spent on maternity or parental leave shall count as service for the employee for the purpose of all contract benefits except accrual or continuation of benefits during the period of leave.
- (c) Upon completion of the leave an employee shall be immediately reinstated to his/her original or comparable position in the same department worked before the leave.

**32. Sick Leave**

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

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

New employees hired after June 30, 2013 will be eligible for sick leave benefits for accidents and/or hospital stays, including non-elective day surgery, commencing from the first working day and continuing for a period of five (5) days at the employee's regular weekly wage. Thereafter, the employee shall be paid commencing on the sixth (6th) working day and continuing for a period of twenty-five (25) weeks at eighty percent (80%) of the employee's weekly wage.

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

New employees hired after June 30, 2013, will be eligible for sick leave benefits for illness not requiring hospital stays commencing on the first working day for the first occurrence, on the second working day for the second and each successive occurrence within the calendar quarter and continuing for a period of five (5) days or a period of four (4) days for the second and each successive occurrence at the employee's regular weekly wage. Thereafter the employee shall be paid commencing on the sixth (6th) working day and continuing for a period of twenty-five (25) weeks at eighty percent (80%) of the employee's weekly wage.

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

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

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

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

33. **Bereavement Leave**

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

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

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

34. **Jury Duty**

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

35. **Pension**

The Company shall maintain in its present form, as agreed to below.

No changes to the Plan shall be made without full disclosure to the Union.

Article 35 will apply to employees in the Community News Department on the same terms and conditions as that which apply to employees in the other departments of the Company.

Early retirement penalties and ages to clarify the actuarial reductions are as follows:

Age	%
59	6
58	12
57	18
56	24
55	30

The Company and the Union recognize the current *Retirement Plan for Employees of the Winnipeg Free Press* ("FP Plan") has an insolvency issue and requires additional funding from employees if it is to go forward. The Union proposes the following plan to have current employees remain in the FP Plan, with new hires after June 30, 2013 to go into another Plan. It is understood that the current obligation to members in the FP Plan

remains but the Company obligation to new hires shall be a pension contribution only.

The following amendments will be made to the FP Plan:

- a) Eliminate pension portability post age 55 effective July 1, 2014.
- b) Increased pension contributions by employees with a maximum contribution annually of \$7,000.
- c) Pension contribution rates effective July 1, 2013

YMPE	AFTER YMPE
5.5%	8.0%

These percentages are the maximum contributions for the duration of the Collective Agreement.

(d) These increased employee contribution rates are in effect for the duration of this Collective Agreement and are subject to renegotiation in future Collective Bargaining. In the event the pension plan achieves 100% solvency ratio as determined by the plan's actuarial funding valuation report the employee contribution rates at this point shall be established by a committee of an equal number of Company and Union Representatives. The Union Representatives shall be appointed/elected by the Union.

e) All new employees hired after June 30, 2013 shall enroll into the **Pulp and Paper Industry Pension Plan ("Pulp Plan")** or another target benefit plan agreed upon by the parties no later than six (6) months after ratification. The parties shall negotiate a contribution rate for employees and the Company contribution rate shall be five percent (5%).

i) The Company agrees to pay equally with the Union all costs incurred in investigating these pension options;

ii) approval by the administrators, trustees, governance board etc. overseeing the respective plans referred to herein.

### 36. **Employee Benefit Plans**

All full-time employees and all permanent part-time employees in the Editorial, Advertising and Creative Services Departments are eligible for the benefits described in this Article 36. Article 36 will apply to employees in the Community News Department on the same terms and conditions as that which apply to employees in the other departments of the Company.

The Company 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.

Visioncare Expense Maximums for glasses, contact lenses and laser eye surgery from \$300.00 every twenty-four (24) months.

Paramedical Expense Maximums as follows:

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

**37. Full Shift**

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

**38. Hours of Work**

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

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

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

For the purposes of this Article 38(b), where fifty percent (50%) of the scheduled shifts of a regular full-time

employee or a permanent part-time employee in the Editorial, Creative Services or Advertising Department covered by the terms of this Agreement start before 6 a.m. or after 1 p.m., the employee will be deemed to have regularly scheduled shifts that start before 6 a.m. or after 1 p.m. and to regularly work nights.

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

**39. Callback**

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

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

**40. Overtime**

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

**41. Turnaround**

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

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

**42. Sunday Work**

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

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

**43. General Office and Transportation**

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

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



**44. Training**

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

**45. Seniority**

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

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

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

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

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

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

LETTER OF UNDERSTANDING – G1

BETWEEN

WINNIPEG FREE PRESS

AND

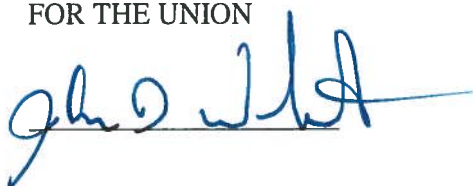
CEP Local 191

Re: Collective Agreement: July 1, 2013 to June 30, 2018

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

SIGNED ON THIS 8<sup>TH</sup> DAY OF MAY, 2013.

FOR THE UNION



FOR THE COMPANY



LETTER OF UNDERSTANDING – G2

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Re: Collective Agreement: July 1, 2013 to June 30, 2018

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

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

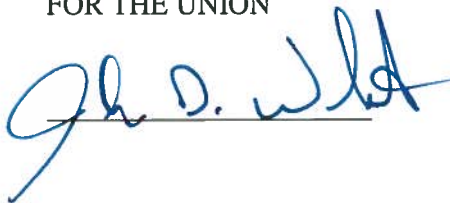
The Company agrees to submit to the CEP Humanity Fund an amount equal to \$0.01 for each hour worked by all employees in the bargaining unit. However for the purpose of deduction from the company's payroll the union will set a nominal monthly amount to be deducted from employees and remitted to the union.

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

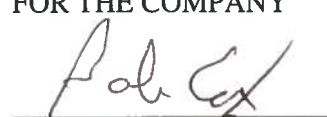
The Union will provide a letter on quarterly remittance.

SIGNED ON THIS 8<sup>TH</sup> DAY OF MAY, 2013.

FOR THE UNION

A handwritten signature in blue ink, appearing to read "G. D. W. L. A.", written over a horizontal line.

FOR THE COMPANY

A handwritten signature in blue ink, appearing to read "P. L. C.", written over a horizontal line.

LETTER OF UNDERSTANDING – G3

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Re: Collective Agreement: July 1, 2013 to June 30, 2018

Re: Long Term Disability

In order to fulfill the intent of the parties with respect to Article 36 of the Collective Agreement effective July 1, 2013 to June 30, 2018 (the “Collective Agreement”), and to resolve all concerns surrounding the transfer of Long Term Disability Plan premium payments to eligible Union members and the transfer of an increased portion of Extended Health Plan and Dental Insurance Plan premium payments to the Company, the parties agree that the following terms are effective immediately and are in force for the duration of the Collective Agreement:

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

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

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

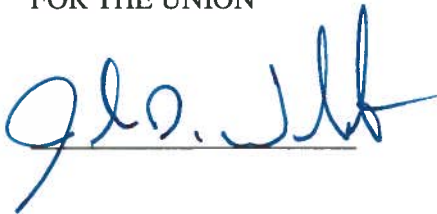
9. For those Outside Display Sales Representatives included in the Non Taxable LTD Plan who are paid in accordance with a Commission Plan set out in the Collective Agreement and whose annual income is \$80,000.00 or more, LTD benefits will be based on an annual income of \$80,000.00.

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

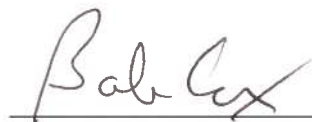
11. The parties may alter or amend these terms at any time by mutual consent in writing during the term of the Collective Agreement.

SIGNED ON THIS 8<sup>th</sup> DAY OF MAY, 2013

FOR THE UNION

A handwritten signature in blue ink, appearing to be "J. L. White", written over a horizontal line.

FOR THE COMPANY

A handwritten signature in blue ink, appearing to be "Bob Cox", written over a horizontal line.

LETTER OF UNDERSTANDING – G4

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

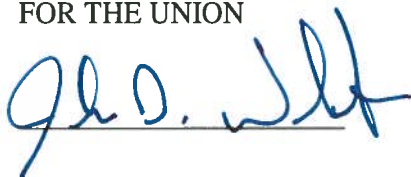
Collective Agreement: July 1, 2013 to June 30, 2018

Re: Collective Agreement Review

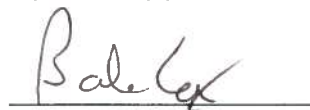
The parties will meet no later than five (5) months after the ratification of this agreement to form a sub-committee of no more than eight (8) people, with equal representation from the Company and Union, for the purpose of reviewing the Collective Agreement to correct inaccuracies, rearrange articles for ease of use, incorporate LOUs, improve readability and streamline the CBA. The intent of this review is not to bargain different clauses or add/subtract from the rights of either party. These revisions shall be subject to the ratification of the CEP 191 membership at the Winnipeg Free Press.

SIGNED ON THIS 8<sup>th</sup> DAY OF MAY, 2013

FOR THE UNION

A handwritten signature in blue ink, appearing to read "G.D. White", written over a horizontal line.

FOR THE COMPANY

A handwritten signature in blue ink, appearing to read "B. L. L.", written over a horizontal line.

LETTER OF UNDERSTANDING G-5

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Inside Workers and Pressroom Collective Agreements: July 1, 2013 to June 30, 2018

Re: Memo on Sick Leave Article 32 (Inside Workers) and Article 32 Press

To clarify the sick leave provisions contained in Article 32 (f) of the Inside Workers agreement and Article 32.01 paragraph 4 of the press agreement which reads: "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 parties agree to the following:

1. The aforementioned 52-week period for any given illness or injury commences on the first day that sick leave coverage became available to the employee under the collective agreement. Employees shall not receive more than 26 weeks of sick leave benefits for the same illness or injury within the 52-week period that begins the first day of the illness;
2. In the event an illness or injury is intermittent and does not last 26 consecutive weeks then the 52-week period begins from the onset of the illness and/or injury, but the Company is not liable to pay for sick leave benefits for that illness or injury for more than a total of 26 weeks, even if the last benefit was paid the day before the 52-week period ended;
3. The period of 26 weeks is based on the regular work week of 37.5 hours per week and five shifts of seven and one half (7.5) hours and is consistent with Article 38 of the collective agreements. Full-time employees who are eligible for partial sick leave benefit coverage and may be working less than 37.5 hours per week shall continue to receive their regular weekly wage while collecting sick leave benefits, up to a maximum of 26 weeks. If any sick benefits are paid on a day, including a day when an employee works a partial shift, those sick benefits constitute a day of benefits toward the 26-week limit;

For new employees hired after June 30, 2013, the period of 26 weeks is based on the regular work week of 37.5 hours per week and five shifts of seven and one half (7.5) hours and is consistent with Article 38 of the collective agreements. Full-time employees who are eligible for partial sick leave benefit coverage and may be working less than 37.5 hours per week shall continue to receive their regular weekly wage in accordance with Article 32 (b) and/or Article 32 (c) as applicable to new hires. Thereafter the employee shall be paid commencing on the sixth (6th) working day and continuing for a period of twenty-five (25) weeks at eighty percent (80%) of the employee's weekly wage. If any sick benefits are paid on a day, including a day when an employee works a partial shift, those sick benefits constitute a day of benefits toward the 26-week limit;

4. Part-time employees who are eligible for sick leave benefits under Article 32 (f) of the Inside Workers agreement and Article 32.01 paragraph 4 of the press agreement shall receive their regular weekly wage, based on the average weekly hours worked in the two months prior to the illness/injury, up to a maximum of 26 weeks. A part-time employee's regular work week shall constitute a full week toward the 26-week limit, even if that part-

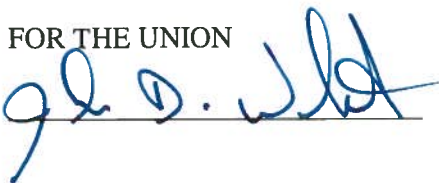
time work week is fewer than five (5) days. A part-time employee shall not gain any greater benefit on sick leave than they would do if they had worked their regular work week. If any sick benefits are paid on a day, including a day when an employee works a partial shift, those sick benefits constitute a day of benefits toward the 26-week limit;

For new part-time employees hired after June 30, 2013 who are eligible for sick leave benefits under Article 32 (f) of the Inside Workers agreement and Article 32.01 paragraph 4 of the press agreement shall receive their regular weekly wage in accordance with Article 32 (b) and/or Article 32 (c) as applicable to new hires based on the average weekly hours worked in the two months prior to the illness/injury. Thereafter the employee shall be paid commencing on the sixth (6th) working day and continuing for a period of twenty-five (25) weeks at eighty percent (80%) of the employee's weekly wage. A part-time employee's regular work week shall constitute a full week toward the 26-week limit, even if that part-time work week is fewer than five (5) days. A part-time employee shall not gain any greater benefit on sick leave than they would do if they had worked their regular work week. If any sick benefits are paid on a day, including a day when an employee works a partial shift, those sick benefits constitute a day of benefits toward the 26-week limit;

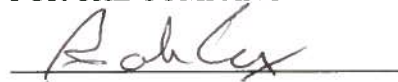
5. There may be multiple 52-week periods for an employee who may have more than one illness. In this event, the Company may be liable for more than 26 weeks of sick leave in a 52-week period but not for more than 26-weeks in any 52-week period for any specific illness or injury;
6. The Company at no time is responsible to pay sick leave benefits for any particular illness or injury beyond 26 weeks in a 52-week period;
7. For all purposes of this agreement pressroom employees' eligibility for sick pay remains as per Article 32.01 paragraph 4 which reads as paid sick leave benefits for a period of 25 weeks and four days; and
8. Payment of any sick leave benefits are subject to the employee providing the Company with adequate and reasonable medical documentation as required in order to approve sick-leave benefits entitlement and/or administer the employer's sick leave benefits.

SIGNED ON THIS 8<sup>th</sup> DAY OF May, 2013.

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.

The Workplace Safety & Health Act/Regulations Part 10 "Harassment" requirements:

10.2(1) The harassment prevention policy must include the following statements:

- (a) every worker is entitled to work free of harassment;
- (b) the employer must ensure, so far as is reasonable practical, that no worker is subjected to harassment in the workplace;
- (c) the employer will take corrective action respecting any person under the employer's direction who subjects a worker to harassment;
- (d) the employer will not disclose the name of the complainant or an alleged harasser or the circumstances related to the complaint to any person except where disclosure is
  - (i) necessary to investigate the complaint or take corrective action with respect to the complaint, or
  - (ii) required by law;

- (e) a worker has the right to file a complaint with the Manitoba Human Rights Commission;
- (f) the employer's harassment prevention policy is not intended to discourage or prevent the complainant from exercising any other legal rights pursuant to any other law.

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

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

## PROCEDURE

### *WHAT YOU SHOULD DO IF YOU ARE THE VICTIM:*

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

1. Tell the individual very clearly that his/her behaviour is offensive and tell him/her *to stop*. This can be done by speaking to the person or in writing. If possible, get another person to witness this action. Let co-workers know the behaviour is unwelcome. Peer pressure can be an effective deterrent and your colleagues can provide you with support.
2. Inform your Supervisor or Department Head or the Human Resources Department of the nature and circumstances of the harassment. If however, you are fearful of reprisals or have been threatened, you should not confront the harasser first but take your concerns directly to your supervisor.
3. If your superior is harassing you or for any reason you feel uncomfortable discussing the problem with your Department Head, you should contact either/or
  - your Publisher
  - your Director of Human Resources
4. (a) With the knowledge of the complainant, the Supervisor and/or the Human Resources Department will conduct an investigation surrounding the allegation(s).  
  
(b) In addition to the above, employees who have provisions in their collective agreement may refer their complaint accordingly. The name of the complainant or the circumstances of the complaint will not be disclosed to any person except where disclosure is necessary for the purpose of investigation of the complaint.
5. Keep written notes about what happened when the harassment occurred and what was done about it. Dates, times, witnesses would be helpful.
6. As allegations of harassment have the potential to be damaging to the personal reputations of the parties involved, every effort will be made to ensure confidentiality of the parties and any witnesses. However, any accused has the right to know and address allegations made to his/her detriment.

Following the investigation, the Director of Human Resources or designate and the Publisher will review the matter and relevant facts, giving consideration to the merits of the case, company policy, the law and any other factors which may be pertinent to the complaint. They will render a decision in writing within ten working days of the date

of the complaint was filed to management, unless circumstances require a longer period of time. At the conclusion of the investigation, all relevant persons involved in the investigation will be informed of the outcome.

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

*IF YOU KNOW OF OR WITNESS HARASSMENT OF ANOTHER EMPLOYEE:*

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

*IF YOU ARE A SUPERVISOR:*

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

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

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

*CLIENTS AND HARASSMENT:*

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

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

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

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

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

Effective Date: October 1, 1996

## PROTOCOL to the WINNIPEG FREE PRESS HARASSMENT POLICY

### Preamble

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

### Threshold for harassment in a supervisory context

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

### Investigation following a complaint of harassment

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

### Response to the complaint

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

### Complaints which fail to meet the threshold

9. If the Company determines at any time that, in its opinion, the complaint does not reach the threshold for harassment under the Policy, it will so advise the complainant and the respondent(s). The complainant will then have two options.

10. First, the complainant may request that notwithstanding the Company's opinion, the full investigation be completed. In such case, the Company will advise the complainant of the potential adverse consequences which may result from an allegation which is frivolous, completely without foundation, or made with malicious intent, in accordance with the Policy. The Company will then complete a full investigation.

11. Second, the complainant may terminate the complaint, in which case no further action shall be taken under the Policy. If a condition exists which requires the attention of the Company, the investigation may continue outside the ambit of the Policy, at the Company's discretion.

## **MAIL ROOM**

### **1. Seniority**

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

Employment shall be deemed continuous unless interrupted by:

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

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

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

### **2. Person-in-Charge**

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

### **3. Training**

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

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

### **4. Apprentices**

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

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

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

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

## 5. **Days Off**

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

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

## 6. **Job Rotation**

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

## 7. **Part-Time and Temporary Employees**

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

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

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

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

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

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

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

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

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

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

(h) Part-time employees' functions will include the movement of insert material and print rolls, the loading, operating and cleaning of insert hoppers, application of the top sheet and general area cleaning. The Union recognizes that changes in the functions performed by part-time employees may be necessary for the requirements and efficiency of operations, except that part-time employees' functions will not include Mailer or Insert Controller functions. One part-time employee will be utilized for each operating hopper except for any inserter equipment installed after June 30, 2013 at which time part-time employees may work up to two (2) consecutive hopper loaders.

For emergencies or extenuating circumstances, the Company will be allowed to utilize one employee to operate more than two (2) hoppers subject to normal operating standards for the equipment and the Workplace Health and Safety Act and Regulations.

The use of this clause shall not result in the layoff or reduction of hours for full-time Mailers for the duration of this contract, except for normal attrition and reduction in business circumstances that may result in layoffs.

(i) When a part-time employee is absent from work due to industrial accident covered by Workers Compensation, maternity leave or parental leave granted in accordance with Article 31 of this Agreement, sick leave granted in accordance with Mail Room Article 7(g) of this Agreement or Union business, the employee's average hours worked in the six (6) months immediately prior to such leave shall be credited to his/her seniority for the following year. If an employee is absent for more than one (1) consecutive month, the employee's average hours worked will be adjusted.

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

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

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



Group A - Employees 1 to 25 in seniority ranking

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

Group B - Employees 26 to 50 in seniority ranking

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

Group C - Employees 51 and below in seniority ranking

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

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

**The effective date for the amendment to Article 7 (l) is the installation of the new inserting equipment in the mailroom as follows:**

Group A - Employees 1 to 25 in seniority ranking

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

Group B - Employees 26 and below in seniority ranking

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

Unless otherwise authorized by the Company, Group B employees hired after June 30, 2013 shall make themselves available for a minimum of three (3) different shifts each week, one (1) of which shifts shall be on Saturday daily, one (1) of which shifts shall be on Saturday afternoon and one (1) of which shifts shall be on Sunday daily.

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

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

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

(p) To ensure proper, safe operation of the new inserting equipment, the Company and the Union shall establish a joint committee to review operating guidelines and part-time staffing. The guidelines developed by the committee shall be used to determine operational and staffing requirements of the new equipment. The committee shall consist of six (6) people; three (3) management appointees and three (3) Union appointees, at least one of which is a mailroom employee. This committee shall meet as often as required but no less than once per quarter.

## **8. Mailer Functions**

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

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

When a Mailer is assigned inserting duties on new equipment it shall be as in 7 (h).

## **9. Insert Controllers**

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

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

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

(d) This Article shall not affect or diminish the hours or shifts of any current full-time Mailers. Insert Controllers shall not perform the journeyman duties of a full-time Mailer.

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

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

# 10. Part-time Employee Wage Rates

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

	<u>July 1/13</u>	<u>July 1/14</u>	<u>July 1/15</u>	<u>July 1/16</u>	<u>July 1/17</u>
Rate/hour					
Start.....	15.67	15.75	15.83	15.91	16.15
After 975 hrs.....	16.61	16.69	16.77	16.85	17.10
After 1950 hrs.....	17.60	17.69	17.78	17.87	18.14
After 2925 hrs.....	18.59	18.68	18.77	18.86	19.14
After 3900 hrs.....	19.58	19.68	19.78	19.88	20.18

## MAIL ROOM

Full-Time

Insert Controller

Start.....	733.89	737.56	741.25	744.96	756.13
After 1 Yr.....	807.29	811.33	815.39	819.47	831.76
After 2 Yrs.....	880.66	885.06	889.49	893.94	907.35
After 3 Yrs.....	954.04	958.81	963.60	968.42	982.95
After 4 Yrs.....	1,027.43	1,032.57	1,037.73	1,042.92	1,058.56

	<u>July 1/13</u>	<u>July 1/14</u>	<u>July 1/15</u>	<u>July 1/16</u>	<u>July 1/17</u>
Rate/week					
Journeymen mailers.....	1,467.77	1,475.11	1,482.49	1,489.90	1,512.25

## Wage Rates for employees hired after June 30, 2013

*Part-time Employee Wage Rates*

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

	<u>July 1/13</u>	<u>July 1/14</u>	<u>July 1/15</u>	<u>July 1/16</u>	<u>July 1/17</u>
Rate/hour					
Start.....	12.69	12.76	12.82	12.89	13.08
After 975 hrs.....	13.45	13.52	13.58	13.65	13.85
After 1950 hrs.....	14.26	14.33	14.40	14.47	14.69
After 2925 hrs.....	15.06	15.13	15.20	15.28	15.50
After 3900 hrs.....	15.86	15.94	16.02	16.10	16.35

**MAIL ROOM**

<i>Full-Time</i>	<u>July 1/13</u>	<u>July 1/14</u>	<u>July 1/15</u>	<u>July 1/16</u>	<u>July 1/17</u>
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*Insert Controller*

<i>Start.....</i>	594.45	597.42	600.41	603.42	612.47
<i>After 1 Yr.....</i>	653.90	657.18	660.47	663.77	673.73
<i>After 2 Yrs.....</i>	713.33	716.90	720.49	724.09	734.95
<i>After 3 Yrs.....</i>	772.77	776.64	780.52	784.42	796.19
<i>After 4 Yrs.....</i>	832.22	836.38	840.56	844.77	857.43

*Full-Time*

	<u>July 1/13</u>	<u>July 1/14</u>	<u>July 1/15</u>	<u>July 1/16</u>	<u>July 1/17</u>
<i>Rate/week</i>					
<i>Journeymen mailers.....</i>	1,188.89	1,194.84	1,200.82	1,206.82	1,224.92

LETTER OF UNDERSTANDING – M1

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Re: Collective Agreement: July 1, 2013 to June 30, 2018

Mailroom Department

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

1. **Uniforms**

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

2. **Wash-up Times**

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

3. **Coffee Breaks**

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

4. **Other Items**

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

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

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

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

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

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

SIGNED ON THIS 8<sup>th</sup> DAY OF MAY, 2013

FOR THE UNION

A handwritten signature in blue ink, appearing to be "G.D. Jlt", written over a horizontal line.

FOR THE COMPANY

A handwritten signature in blue ink, appearing to be "Bob Cox", written over a horizontal line.

LETTER OF UNDERSTANDING – M2

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Re: Collective Agreement: July 1, 2013 to June 30, 2018

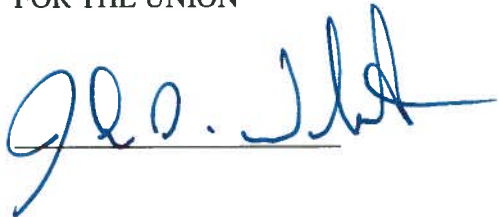
Mail Room Department

Re: Mail Room Approved Absence Procedure

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

SIGNED ON THIS 8<sup>th</sup> DAY OF MAY, 2013

FOR THE UNION



FOR THE COMPANY



LETTER OF UNDERSTANDING – M3

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Re: Collective Agreement: July 1, 2013 to June 30, 2018

Mail Room Department

Re: Insert Controller Functions

Shipping:

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

Receiving:

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

Handling insert material:

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



Operation of 150 wind up stations:

Bi-liner clean up:

Equipment Cleaning:

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

Equipment Operation:

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

Part-time functions:

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

General functions:

- Other duties as assigned

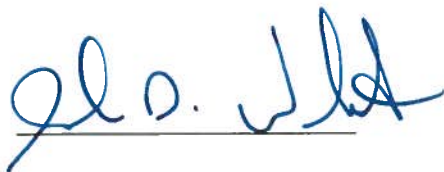
The following job functions are not deemed part of the job responsibilities of the Insert Controller:

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

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

SIGNED ON THIS 8<sup>th</sup> DAY OF MAY, 2013

FOR THE UNION

A handwritten signature in blue ink, appearing to be "J. D. [unclear]", written over a horizontal line.

FOR THE COMPANY

A handwritten signature in blue ink, appearing to be "Bob Cox", written over a horizontal line.

Without Prejudice

LETTER OF UNDERSTANDING

Between:

Winnipeg Free Press

Company

And

CEP Local 191

Union

RE: Casual Part-time Insert Controllers

The Company and the Union hereby agree that:

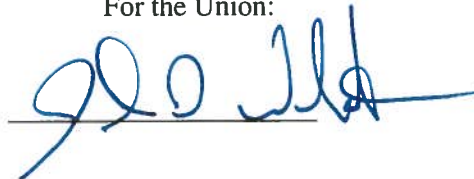
1. The Company may create two (2) casual Insert Controller positions. This agreement will expire on June 30, 2018.
2. the casual Insert Controllers will work full shifts of seven and one half (7.5) hours but generally will work less than a full week. The Company will hire for these positions out of the part-time mailroom employee list. If there are insufficient applicants, the Company may hire external candidates.
3. the Company will pay the casual Insert Controllers the "after 1 year" rate in the Collective Agreement for each hour worked as an Insert Controller. They will continue to receive benefits as per the Collective Agreement on part-time benefits in the Mailroom.
4. the seniority allocation for a Part-Time Inserter who works as a Casual Insert Controller, shall have his/her Part-Time Inserter seniority credited with hours calculated by using the average of the daily total of all the Part-Time Inserter hours worked in the mailroom providing that the he/she could have worked that day as a Part-Time Inserter. The daily average hours shall be credited to his/her seniority for the following year.
5. this agreement is not intended to alter or amend the rights of either party as outlined in the Collective Agreement and only amends the Collective Agreement as expressly stated in this document; and
6. No casual Insert Controller shall be used where it reduces the number of straight-time shifts or straight-time hours worked for full-time Mailers and/or full-time Insert Controllers.
7. this agreement is without prejudice or precedent and it shall not be referred to or taken into consideration in any matter whatsoever involving any other employee of the Company or the Brandon Sun.

Date this 8<sup>th</sup> day of May, 2013, at City of Winnipeg in the Province of Manitoba.

For the Company:



For the Union:



## **EDITORIAL**

### **1. Part-Time and Temporary Employees**

- (a) A part-time employee is one who is hired to work regularly less than 70% of the workweek, provided in this Agreement.
- (b) A temporary employee is one employed for a special project or for a specified time, in either case not to exceed three (3) months, except by mutual agreement. Mutual agreement shall not be required for a temporary employee who is replacing a full-time employee on approved leave of absence that exceeds three (3) months.
- (c) Part-time and temporary employees shall be paid on an hourly basis equivalent to the weekly salary provided for their classification and their experience, and shall advance on the schedule of minimum salaries according to the actual hours worked.
- (d) Part-time employees covered by the Certification Order or the terms of this Collective Agreement shall receive all employee benefits.

### **2. Vehicle Compensation**

Where an employee receives the Company's permission to use his/her own vehicle in the service of the Company, he/she shall be compensated for such usage upon submission of mileage logs which detail in the prescribed form the kilometres travelled in the service of the Company, except that he/she shall not be compensated for travel between the employee's residence and the Company's 1350 and 1355 Mountain Avenue locations. Effective the date of ratification of this Agreement, the kilometre allowance shall be \$0.375 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](http://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 \$0.375 per kilometre.

### **3. Freelancing**

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

### **4. Shift Allocation**

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

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

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

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

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

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

**5. Training**

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

**6. Freelancers**

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

**7. Corrections/Retractions**

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

**8. Bylines**

An employee's byline or credit line shall not be used over his/her protest. Whenever substantive changes are made in a reporter's story, an effort will be made to discuss the changes before publication of the story, failing which the byline shall not be used.

**9. Expenses**

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

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

**10. Sunday Work Scheduling**

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

**11. Sports Department**

Regular work schedule shall be posted one week in advance.

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

**12. Letters to the Editor**

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

**13. Shift and Beat Changes**

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

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

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

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

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

**14. Banked Overtime**

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

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

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

**15. Bumping**

In the event an Editorial employee is laid off in accordance with Article 14 – Layoff and Recall – the employee may elect to enter into another lower or equal job classification in the Editorial Department in which he/she has proven competence, providing his/her seniority is greater than that of the employee whom he/she is bumping and shall receive the rate of pay of the new job classification.

**16. Temporary Rates**

Subject to Article 25 (a), Editorial employees temporarily assigned to perform the responsibilities of a higher job classification shall be paid at the rate of that higher job classification for all time worked in that job classification.

## EDITORIAL

Rate/Week	<u>July 1/13</u>	<u>July 1/14</u>	<u>July 1/15</u>	<u>July 1/16</u>	<u>July 1/17</u>
Night Sports Editor, Asst. Night News Editor (rate incl. differential) .....	\$1,858.71	\$1,868.00	\$1,877.34	\$1,886.73	\$1,915.03
Asst. Sports Editor (rate incl. differential)....	1,713.57	1,722.14	1,730.75	1,739.40	1,765.49
Day Rate					
Day Production Editor.....	1,774.08	1,782.95	1,791.86	1,800.82	1,827.83
Asst. City Editor, Senior Copy Editor.....	1,689.56	1,698.01	1,706.50	1,715.03	1,740.76
Photo Editor, Art Director.....	1,630.55	1,638.70	1,646.89	1,655.12	1,679.95
Editorial Writer, Literary Editor, Cartoonist, Columnist (Full-time).....	1,573.23	1,581.10	1,589.01	1,596.96	1,620.91
Copy Editor					
Start.....	1,168.35	1,174.19	1,180.06	1,185.96	1,203.75
After 1 Yr.....	1,246.27	1,252.50	1,258.76	1,265.05	1,284.03
After 2 Yrs.....	1,333.54	1,340.21	1,346.91	1,353.64	1,373.94
After 3 Yrs.....	1,440.06	1,447.26	1,454.50	1,461.77	1,483.70
After 4 Yrs.....	1,557.81	1,565.60	1,573.43	1,581.30	1,605.02
Reporter, Photog, Artist, Multi-media Editor					
Start.....	1,069.77	1,075.12	1,080.50	1,085.90	1,102.19
After 1 Yr.....	1,159.84	1,165.64	1,171.47	1,177.33	1,194.99
After 2 Yrs.....	1,248.35	1,254.59	1,260.86	1,267.16	1,286.17
After 3 Yrs.....	1,356.51	1,363.29	1,370.11	1,376.96	1,397.61
After 4 Yrs.....	1,484.24	1,491.66	1,499.12	1,506.62	1,529.22
Paginator					
Start.....	896.57	901.05	905.56	910.09	923.74
After 1 Yr.....	995.72	1,000.70	1,005.70	1,010.73	1,025.89
After 2 Yrs.....	1,094.32	1,099.79	1,105.29	1,110.82	1,127.48
After 3 Yrs.....	1,202.72	1,208.73	1,214.77	1,220.84	1,239.15
After 4 Yrs.....	1,320.68	1,327.28	1,333.92	1,340.59	1,360.70
After 5 Yrs.....	1,467.77	1,475.11	1,482.49	1,489.90	1,512.25
Editorial/Library Clerk					
Start.....	722.84	726.45	730.08	733.73	744.74
After 1 Yr.....	788.43	792.37	796.33	800.31	812.31
After 2 Yrs.....	846.15	850.38	854.63	858.90	871.78
After 3 Yrs.....	907.57	912.11	916.67	921.25	935.07

## Wage Rates for employees hired after June 30, 2013

### EDITORIAL

<i>Rate/Week</i>	<i>July 1/13</i>	<i>July 1/14</i>	<i>July 1/15</i>	<i>July 1/16</i>	<i>July 1/17</i>
<i>Night Sports Editor, Asst. Night News Editor (rate incl. differential) .....</i>	<i>\$1,505.56</i>	<i>\$1,513.08</i>	<i>\$1,520.65</i>	<i>\$1,528.25</i>	<i>\$1,551.17</i>
<i>Asst. Sports Editor (rate incl. differential)....</i>	<i>1,387.99</i>	<i>1,394.93</i>	<i>1,401.91</i>	<i>1,408.91</i>	<i>1,430.05</i>
<i>Day Rate</i>					
<i>Day Production Editor.....</i>	<i>1,437.00</i>	<i>1,444.19</i>	<i>1,451.41</i>	<i>1,458.66</i>	<i>1,480.54</i>
<i>Asst. City Editor, Senior Copy Editor.....</i>	<i>1,368.54</i>	<i>1,375.39</i>	<i>1,382.27</i>	<i>1,389.17</i>	<i>1,410.02</i>
<i>Photo Editor, Art Director.....</i>	<i>1,320.75</i>	<i>1,327.35</i>	<i>1,333.98</i>	<i>1,340.65</i>	<i>1,360.76</i>
<i>Editorial Writer, Literary Editor, Cartoonist, Columnist (Full-time).....</i>	<i>1,274.32</i>	<i>1,280.69</i>	<i>1,287.10</i>	<i>1,293.54</i>	<i>1,312.94</i>
<i>Copy Editor</i>					
<i>Start.....</i>	<i>946.36</i>	<i>951.09</i>	<i>955.85</i>	<i>960.63</i>	<i>975.04</i>
<i>After 1 Yr.....</i>	<i>1,009.48</i>	<i>1,014.53</i>	<i>1,019.60</i>	<i>1,024.69</i>	<i>1,040.06</i>
<i>After 2 Yrs.....</i>	<i>1,080.17</i>	<i>1,085.57</i>	<i>1,091.00</i>	<i>1,096.45</i>	<i>1,112.89</i>
<i>After 3 Yrs.....</i>	<i>1,166.45</i>	<i>1,172.28</i>	<i>1,178.15</i>	<i>1,184.03</i>	<i>1,201.80</i>
<i>After 4 Yrs.....</i>	<i>1,261.83</i>	<i>1,268.14</i>	<i>1,274.48</i>	<i>1,280.85</i>	<i>1,300.07</i>
<i>Reporter, Photog, Artist. Multi-media Editor</i>					
<i>Start.....</i>	<i>866.51</i>	<i>870.85</i>	<i>875.21</i>	<i>879.58</i>	<i>892.77</i>
<i>After 1 Yr.....</i>	<i>939.47</i>	<i>944.17</i>	<i>948.89</i>	<i>953.64</i>	<i>967.94</i>
<i>After 2 Yrs.....</i>	<i>1,011.16</i>	<i>1,016.22</i>	<i>1,021.30</i>	<i>1,026.40</i>	<i>1,041.80</i>
<i>After 3 Yrs.....</i>	<i>1,098.77</i>	<i>1,104.26</i>	<i>1,109.79</i>	<i>1,115.34</i>	<i>1,132.06</i>
<i>After 4 Yrs.....</i>	<i>1,202.23</i>	<i>1,208.24</i>	<i>1,214.29</i>	<i>1,220.36</i>	<i>1,238.67</i>
<i>Paginator</i>					
<i>Start.....</i>	<i>726.22</i>	<i>729.85</i>	<i>733.50</i>	<i>737.17</i>	<i>748.23</i>
<i>After 1 Yr.....</i>	<i>806.53</i>	<i>810.57</i>	<i>814.62</i>	<i>818.69</i>	<i>830.97</i>
<i>After 2 Yrs.....</i>	<i>886.40</i>	<i>890.83</i>	<i>895.28</i>	<i>899.76</i>	<i>913.26</i>
<i>After 3 Yrs.....</i>	<i>974.20</i>	<i>979.07</i>	<i>983.96</i>	<i>988.88</i>	<i>1,003.71</i>
<i>After 4 Yrs.....</i>	<i>1,069.75</i>	<i>1,075.10</i>	<i>1,080.48</i>	<i>1,085.88</i>	<i>1,102.17</i>
<i>After 5 Yrs.....</i>	<i>1,188.89</i>	<i>1,194.84</i>	<i>1,200.82</i>	<i>1,206.82</i>	<i>1,224.92</i>
<i>Editorial/Library Clerk</i>					
<i>Start.....</i>	<i>585.50</i>	<i>588.42</i>	<i>591.36</i>	<i>594.32</i>	<i>603.24</i>
<i>After 1 Yr.....</i>	<i>638.63</i>	<i>641.82</i>	<i>645.03</i>	<i>648.25</i>	<i>657.97</i>
<i>After 2 Yrs.....</i>	<i>685.38</i>	<i>688.81</i>	<i>692.25</i>	<i>695.71</i>	<i>706.14</i>
<i>After 3 Yrs.....</i>	<i>735.13</i>	<i>738.81</i>	<i>742.50</i>	<i>746.21</i>	<i>757.41</i>



LETTER OF UNDERSTANDING – E1

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Re: Vacations

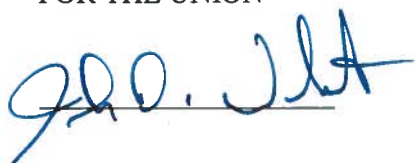
Collective Agreement: July 1, 2013 to June 30, 2018

Editorial

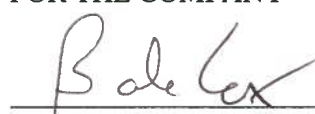
Vacations for all employees shall be selected in two (2) week blocks in June, July or August based on seniority, subject to production necessities as determined by the Company. A third consecutive week can be selected if the maximum number of spots has not been filled, subject to production necessities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

SIGNED ON THIS 8<sup>th</sup> DAY OF MAY, 2013.

FOR THE UNION

A handwritten signature in blue ink, appearing to be "G. J. J. J.", written over a horizontal line.

FOR THE COMPANY

A handwritten signature in blue ink, appearing to be "B. de Lencastre", written over a horizontal line.

LETTER OF UNDERSTANDING – E2

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

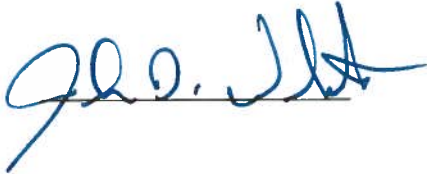
Collective Agreement: July 1, 2013 to June 30, 2018

Editorial

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

SIGNED ON THIS 8<sup>th</sup> DAY OF MAY, 2013

FOR THE UNION

A handwritten signature in blue ink, appearing to be "Geo. J. H.", written over a horizontal line.

FOR THE COMPANY

A handwritten signature in blue ink, appearing to be "Bale G.", written over a horizontal line.

LETTER OF UNDERSTANDING – E3

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Collective Agreement: July 1, 2013 to June 30, 2018

Re: Editorial Jurisdiction

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

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

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

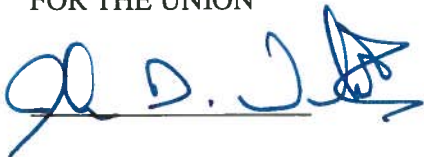
The Company shall, in writing, on a monthly basis, communicate to the Union the name, the department and the terms of each student placement in the Editorial Department.

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

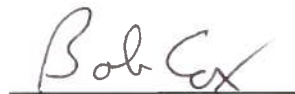
The intent of the student placement policy is to provide students with work experience, and such placements shall be used to complement the newsroom setting and not to replace any full-time employees.

SIGNED THIS 8<sup>th</sup> DAY OF MAY, 2013

FOR THE UNION

A handwritten signature in blue ink, appearing to be "G.D. Jones", written over a horizontal line.

FOR THE COMPANY

A handwritten signature in blue ink, appearing to be "Bob Cox", written over a horizontal line.

LETTER OF UNDERSTANDING – E4

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Collective Agreement: July 1, 2013 to June 30, 2018

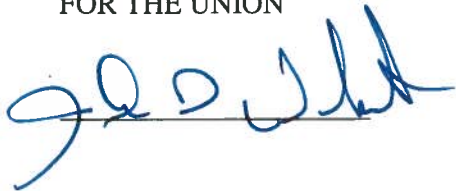
RE: Multi-media products

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


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

SIGNED ON THIS 8<sup>th</sup> DAY OF MAY, 2013

FOR THE UNION

A handwritten signature in blue ink, appearing to be "G. D. White", written over a horizontal line.

FOR THE COMPANY

A handwritten signature in blue ink, appearing to be "Bob Cox", written over a horizontal line.

LETTER OF UNDERSTANDING – E5

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Collective Agreement: July 1, 2013 to June 30, 2018

RE: Editorial Photo Equipment

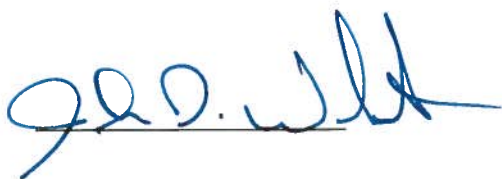
This letter will confirm the Company will pay the part-time photographers ten percent (10%) of their salary per shift if they are required to use their personal photography equipment while performing work for the Winnipeg Free Press.

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

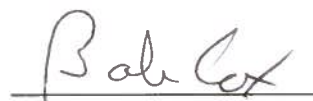
This agreement will be retroactive to April 1<sup>st</sup>, 2007.

SIGNED ON THIS 8<sup>th</sup> DAY OF MAY, 2013

FOR THE UNION

A handwritten signature in blue ink, appearing to read "Geo. W. White", written over a horizontal line.

FOR THE COMPANY

A handwritten signature in blue ink, appearing to read "Bob Cox", written over a horizontal line.

## **ADVERTISING**

### **1. Seniority**

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

### **2. Part-time and Temporary Employees**

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

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

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

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

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

### **3. Sunday Work - Classified Nights**

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

### **4. Training**

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

### **5. Banked Overtime**

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

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

### **6. Vehicle Compensation**

Where an employee receives the Company's permission to use his/her own vehicle in the service of the Company, he/she shall be compensated for such usage upon submission of mileage logs which detail in the prescribed form the kilometres travelled in the service of the Company, except that he/she shall not be compensated for travel between the employee's residence and the Company's 1350 and 1355 Mountain Avenue locations. Effective the date of ratification of this Agreement, the kilometre allowance shall be \$0.375

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](http://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 \$0.375 per kilometre.

## ADVERTISING

	<u>July 1/13</u>	<u>July 1/14</u>	<u>July 1/15</u>	<u>July 1/16</u>	<u>July 1/17</u>
<b>Clerk II</b>					
Start.....	\$710.51	\$714.06	\$717.63	\$721.22	\$732.04
After 1 Yr.....	768.74	772.58	776.44	780.32	792.02
After 2 Yrs.....	831.25	835.41	839.59	843.79	856.45
After 3 Yrs.....	910.14	914.69	919.26	923.86	937.72
<b>Classified Customer Service Coordinator</b>					
After 1 Yr.....	743.49	747.21	750.95	754.70	766.02
After 2 Yrs.....	801.97	805.98	810.01	814.06	826.27
After 3 Yrs.....	883.87	888.29	892.73	897.19	910.65
After 4 Yrs.....	974.85	979.72	984.62	989.54	1,004.38
<b>Inside Sales Coordinator</b>					
Start.....	723.34	726.96	730.59	734.24	745.25
After 1 Yrs.....	831.56	835.72	839.90	844.10	856.76
After 2 Yrs.....	940.25	944.95	949.67	954.42	968.74
After 3 Yrs.....	1,048.94	1,054.18	1,059.45	1,064.75	1,080.72
After 4 Yrs.....	1,157.14	1,162.93	1,168.74	1,174.58	1,192.20
<b>Telemarketing Clerk, Clerk II - Sales Rep</b>					
Start.....	790.02	793.97	797.94	801.93	813.96
After 1 Yr.....	847.73	851.97	856.23	860.51	873.42
After 2 Yrs.....	930.53	935.18	939.86	944.56	958.73
After 3 Yrs.....	1,020.62	1,025.72	1,030.85	1,036.00	1,051.54
<b>Inside Sales Rep</b>					
Start.....	790.02	793.97	797.94	801.93	813.96
After 1 Yr.....	847.73	851.97	856.23	860.51	873.42
After 2 Yrs.....	930.53	935.18	939.86	944.56	958.73
After 3 Yrs.....	1,020.62	1,025.72	1,030.85	1,036.00	1,051.54
After 4 Yrs.....	1,077.08	1,082.47	1,087.88	1,093.32	1,109.72
<b>Creative Director</b>	1,484.24	1,491.66	1,499.12	1,506.62	1,529.22
<b>Outside Display Sales, Commercial</b>					
<b>Print Sales Rep, Pre-Print Sales Rep, Online Sales Specialist</b>					
Start.....	746.26	749.99	753.74	757.51	768.87
After 1 Yr.....	1,048.45	1,053.69	1,058.96	1,064.25	1,080.21
After 2 Yrs.....	1,189.36	1,195.31	1,201.29	1,207.30	1,225.41
After 3 Yrs.....	1,458.00	1,465.29	1,472.62	1,479.98	1,502.18
<b>Retail Sales Supervisor.....</b>	1,543.20	1,550.92	1,558.67	1,566.46	1,589.96



	<u>July 1/13</u>	<u>July 1/14</u>	<u>July 1/15</u>	<u>July 1/16</u>	<u>July 1/17</u>
<b>Research Analyst</b>					
Start.....	909.30	913.85	918.42	923.01	936.86
After 1 Yr.....	985.87	990.80	995.75	1,000.73	1,015.74
After 2 Yrs.....	1,061.10	1,066.41	1,071.74	1,077.10	1,093.26
After 3 Yrs.....	1,153.01	1,158.78	1,164.57	1,170.39	1,187.95
After 4 Yrs.....	1,261.63	1,267.94	1,274.28	1,280.65	1,299.86
 <b>Advertorial Supervisor.....</b>	 1,436.11	 1,443.29	 1,450.51	 1,457.76	 1,479.63
 <b>Online Developer</b>					
1 <sup>st</sup> Year.....	723.34	726.96	730.59	734.24	745.25
2 <sup>nd</sup> Year.....	807.92	811.96	816.02	820.10	832.40
3 <sup>rd</sup> Year.....	914.22	918.79	923.38	928.00	941.92
4 <sup>th</sup> Year.....	1,020.53	1,025.63	1,030.76	1,035.91	1,051.45
 <b>Senior Online Developer</b>					
1 <sup>st</sup> Year.....	995.72	1,000.70	1,005.70	1,010.73	1,025.89
2 <sup>nd</sup> Year.....	1,094.32	1,099.79	1,105.29	1,110.82	1,127.48
3 <sup>rd</sup> Year.....	1,202.71	1,208.72	1,214.76	1,220.83	1,239.14
4 <sup>th</sup> Year.....	1,320.68	1,327.28	1,333.92	1,340.59	1,360.70

#### Online Sales Specialist:

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

## Wage Rates for employees hired after June 30, 2013

### ADVERTISING

	<u>July 1/13</u>	<u>July 1/14</u>	<u>July 1/15</u>	<u>July 1/16</u>	<u>July 1/17</u>
<i>Clerk II</i>					
Start.....	\$575.51	\$578.39	\$581.28	\$584.19	\$592.95
After 1 Yr.....	622.68	625.79	628.92	632.06	641.54
After 2 Yrs.....	673.31	676.68	680.07	683.47	693.72
After 3 Yrs.....	737.21	740.90	744.60	748.33	759.55
<i>Classified Customer Service Coordinator</i>					
After 1 Yr.....	602.23	605.24	608.27	611.31	620.48
After 2 Yrs.....	649.60	652.84	656.11	659.39	669.28
After 3 Yrs.....	715.93	719.51	723.11	726.72	737.63
After 4 Yrs.....	789.63	793.57	797.54	801.53	813.55
<i>Inside Sales Coordinator</i>					
Start.....	585.91	588.84	591.78	594.73	603.65
After 1 Yrs.....	673.56	676.93	680.32	683.72	693.98
After 2 Yrs.....	761.60	765.41	769.23	773.08	784.68
After 3 Yrs.....	849.64	853.89	858.15	862.45	875.38
After 4 Yrs.....	937.28	941.97	946.68	951.41	965.68
<i>Telemarketing Clerk, Clerk II - Sales Rep</i>					
Start.....	639.92	643.12	646.33	649.56	659.31
After 1 Yr.....	686.66	690.10	693.55	697.01	707.47
After 2 Yrs.....	753.73	757.50	761.29	765.09	776.57
After 3 Yrs.....	826.70	830.83	834.99	839.16	851.75
<i>Inside Sales Rep</i>					
Start.....	639.92	643.12	646.33	649.56	659.31
After 1 Yr.....	686.66	690.10	693.55	697.01	707.47
After 2 Yrs.....	753.73	757.50	761.29	765.09	776.57
After 3 Yrs.....	826.70	830.83	834.99	839.16	851.75
After 4 Yrs.....	872.43	876.80	881.18	885.59	898.87
<i>Creative Director</i>	1,202.23	1,208.24	1,214.29	1,220.36	1,238.67
<i>Outside Display Sales, Commercial</i>					
<i>Print Sales Rep, Pre-Print Sales Rep, Online Sales Specialist</i>					
Start.....	604.47	607.49	610.53	613.58	622.78
After 1 Yr.....	849.24	853.49	857.76	862.04	874.97
After 2 Yrs.....	963.38	968.20	973.04	977.91	992.58
After 3 Yrs.....	1,180.98	1,186.88	1,192.82	1,198.78	1,216.77
<i>Retail Sales Supervisor.....</i>	1,249.99	1,256.25	1,262.52	1,268.83	1,287.87

	<u>July 1/13</u>	<u>July 1/14</u>	<u>July 1/15</u>	<u>July 1/16</u>	<u>July 1/17</u>
<i>Research Analyst</i>					
<i>Start.....</i>	736.53	740.22	743.92	747.64	758.86
<i>After 1 Yr.....</i>	798.55	802.55	806.56	810.59	822.75
<i>After 2 Yrs.....</i>	859.49	863.79	868.11	872.45	885.54
<i>After 3 Yrs.....</i>	933.94	938.61	943.30	948.02	962.24
<i>After 4 Yrs.....</i>	1,021.92	1,027.03	1,032.17	1,037.33	1,052.89
 <i>Advertorial Supervisor.....</i>	 1,163.25	 1,169.06	 1,174.91	 1,180.79	 1,198.50
<i>Online Developer</i>					
<i>1<sup>st</sup> Year.....</i>	585.91	588.84	591.78	594.73	603.65
<i>2<sup>nd</sup> Year.....</i>	654.42	657.69	660.98	664.28	674.24
<i>3<sup>rd</sup> Year.....</i>	740.52	744.22	747.94	751.68	762.96
<i>4<sup>th</sup> Year.....</i>	826.63	830.76	834.92	839.09	851.67
 <i>Senior Online Developer</i>					
<i>1<sup>st</sup> Year.....</i>	806.53	810.57	814.62	818.69	830.97
<i>2<sup>nd</sup> Year.....</i>	886.40	890.83	895.28	899.76	913.26
<i>3<sup>rd</sup> Year.....</i>	974.20	979.06	983.96	988.87	1,003.70
<i>4<sup>th</sup> Year.....</i>	1,069.75	1,075.10	1,080.48	1,085.88	1,102.17

*Online Sales Specialist:*

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

LETTER OF UNDERSTANDING – A1

BETWEEN

WINNIPEG FREE PRESS

CEP Local 191

Collective Agreement: July 1, 2013 to June 30, 2018

Re: Advertising Department Outside Display Representatives Commission Plan

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

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

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

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

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

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

- (o) All sales reps will have the option of changing commission plans every January 1. Sales reps will have the option of choosing between plans A or B.
- (p) Commission payouts will be reconciled and paid monthly. The draw for Plan B will be equivalent to the Outside Display Sales bi-weekly wage rate.
- (q) Sales reps will have the option of claiming total revenue on processing contra ads; however, a sales rep will be paid commission on contra only if the contra entered into reduces the client's normal average spending, based on the previous calendar year, and the revenue is included in the following year's target. The following are the types of contra for which sales reps may be paid a commission:
  - i) Contra: useable goods or services with a cash value provided in exchange for advertising space; and
  - ii) In-Kind: space in the newspaper that the Company provides to a third party in exchange for sponsorship.
- (r) The sick leave benefits under Article 32 will be applicable to Plan B sales reps commencing from the eighth consecutive working day missed by the sales rep due to illness or accident and continuing for a maximum period of twenty-six (26) weeks at the Outside Display Sales wage rate. Upon the sales rep's return to work commission will commence from their first day of work.
- (s) i) Advertising Sales Representatives in the Advertising Department on the 100% Commission Plan and the 50% Commission Plan ("Sales Representatives") will be provided vacation pay in the following manner:
  - (a) during the calendar year, Sales Representatives will receive their regular commission earnings;
  - (b) vacation pay will be based on the greater of: (i) the commissions that became payable to the Sales Representative/Account Executive on his/her vacation days in that calendar year based upon the daily average of the commissions earned during the week(s) in which the vacation day(s) is (are) taken and (ii) two percent (2%) of the commissions earned by the Sales Representative/Account Executive in the preceding calendar year for each week of vacation to which the Sales Representative/Account Executive is entitled in that calendar year;
  - (c) at the end of each calendar year, the Company will calculate the total amount of commissions that became payable to each Sales Representative/Account Executive on his/her vacation days based upon the daily average of the commissions earned during the week(s) in which the vacation day(s) is (are) taken. In the event that this amount is less than two percent (2%) of the commissions earned by the Sales Representative/Account Executive in the preceding calendar year for each week of vacation to which the Sales Representative/Account Executive is entitled in that calendar year, the difference will be paid to the Sales Representative/Account Executive no later than the first pay period in February;
  - (d) For the purposes of the above calculations a Vacation Week begins on a Monday and ends on a Sunday.

ii) Sales Representatives will be provided general holiday pay in the following manner:

(a) in respect of a General Holiday referenced in Article 36 of the Collective Agreement on which the paper is not published, the Sales Representative will be paid General Holiday pay in an amount equal to the commissions earned by the Sales Representative in the preceding calendar year divided by the total of the number of working days in that preceding calendar year less the number of non-publishing General Holidays that would otherwise be working days for the Sales Representative during that preceding calendar year. Such payment will be made in the pay period in which the General Holiday occurs, except that the payment in relation to New Year's Day will be made at the same time as the final commission payment in relation to the preceding calendar year;

(b) in respect of a General Holiday or a day taken in lieu of a General Holiday referenced in Article 36 of the Collective Agreement on which the paper is published, the Sales Representative will be paid General Holiday pay in an amount equal to the greater of: (i) commissions payable on the day of the General Holiday; and (ii) commissions earned by the Sales Representative in the preceding calendar year divided by the total of the number of working days in that preceding calendar year less the number of non-publishing General Holidays that would otherwise be working days for the Sales Representative during that preceding calendar year;

PLAN A:

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

*Commission to be paid as follows:*

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

*All new employees hired after June 30, 2013 shall be paid commission as follows:*

*When a sales rep reaches one hundred percent (100%) of their target, the Company shall pay one thousand dollars (\$1,000) to the sales rep. The sales rep shall be paid at four and one-half percent (4.5%) on all revenues above one hundred percent (100%) of target, except that the sales rep shall be paid at nine percent (9%) on all revenues above one hundred and five percent (105%) of target.*

PLAN B:

There shall be no base salary.

*Commission to be paid as follows:*

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

*All new employees hired after June 30, 2013 shall be paid commission as follows:*

*There shall be no base salary.*

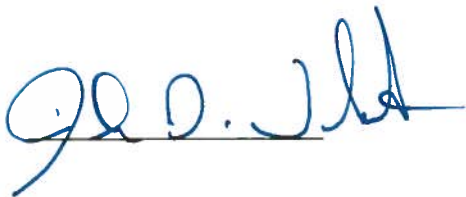
*Commission to be paid as follows:*

*The Company shall pay four and one-half percent (4.5%) of revenue on controllable accounts, and two percent (2%) of revenue on uncontrollable accounts, except that the sales rep shall be paid at nine percent (9%) on all revenues above one hundred and five percent (105%) of target on controllable accounts.*

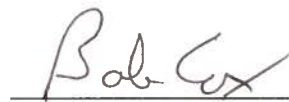
The commission for any insert sale shall be paid as follows. For any direct contact between the Pre-Print Sales Rep and a client, the Company shall pay the Pre-Print Sales rep five (5) percent commission. If the Outside Display Rep refers the sale to the Pre-Print Sales Rep or does work on the sale in any other form then the commission shall be divided as follows: four and one-half (4.5) per cent to the Pre-Print Sales rep and one-half (0.5) percent to the Outside Display Rep.

SIGNED ON THIS 8<sup>th</sup> DAY OF MAY, 2013

FOR THE UNION

A handwritten signature in blue ink, appearing to read "Geo. J. Hall", written over a horizontal line.

FOR THE COMPANY

A handwritten signature in blue ink, appearing to read "Bob Cox", written over a horizontal line.



LETTER OF UNDERSTANDING – A2

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Re: Collective Agreement: July 1, 2013 to June 30, 2018

COMMISSION STRUCTURES

1. Telemarketing Clerk Commission Plan Structure:

At 100% of target, a bonus of \$500.00 to be paid. For every \$1,000.00 increase above target, commission will be increased by fifty dollars (\$50.00). There will be no cap on commission payouts.

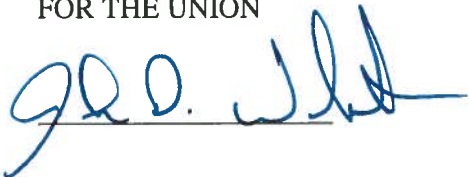
2. Inside Sales Representative:

At 100% of target, a bonus of \$500.00 to be paid.

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

SIGNED ON THIS 8<sup>th</sup> DAY OF MAY, 2013

FOR THE UNION

A handwritten signature in blue ink, appearing to read "GEO. W. [unclear]", written over a horizontal line.

FOR THE COMPANY

A handwritten signature in blue ink, appearing to read "Bob Cox", written over a horizontal line.

LETTER OF UNDERSTANDING – A3

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Re: Collective Agreement: July 1, 2013 to June 30, 2018

Advertising Department

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

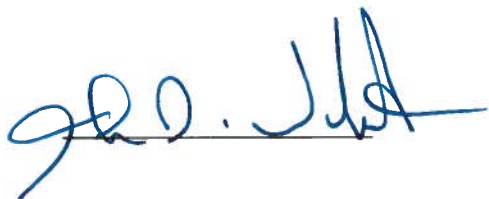
1. The classified day shift will be maintained at 7.25 hours a day (36.25 hours a week). Overtime shall be paid to any employee working longer than the above-mentioned hours.
2. Lunch hours for all outside sales representatives shall continue to be one (1) hour long.
3. The practice regarding two fifteen-minute (15-minutes) paid coffee breaks will be maintained.
4. It is agreed Classified Clerk IIs and the Classified Customer Service Coordinator who wish to take summer vacation shall select a two (2) week vacation block in June, July or August based on seniority, subject to production necessities as determined by the Company. Subsequent weeks for the remainder of the year shall be chosen by employees based on their seniority where the employee may select up to their full complement of remaining vacation time subject to production necessities as determined by the Company. The number of Classified Staff on vacation at any one time shall not exceed two (2).

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

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

SIGNED ON THIS 8<sup>th</sup> DAY OF MAY, 2013

FOR THE UNION



FOR THE COMPANY



LETTER OF UNDERSTANDING – A4

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Re: Collective Agreement: July 1, 2013 to June 30, 2018

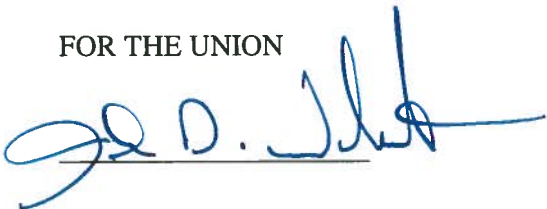
Advertising Department

Re: Classified Department Shift Scheduling

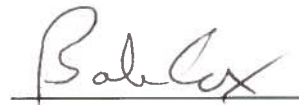
1. The Company shall post part-time blocks of shifts for each calendar quarter. Blocks of shifts shall contain no more than seventy per cent (70%) of the workweek provided in the Collective Agreement.
2. The blocks of shifts shall be posted for fourteen (14) days and senior part-time employees shall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

SIGNED ON THIS 8<sup>th</sup> DAY OF MAY, 2013

FOR THE UNION

A handwritten signature in blue ink, appearing to be "G.D. [unclear]", written over a horizontal line.

FOR THE COMPANY

A handwritten signature in blue ink, appearing to be "Babcox", written over a horizontal line.

## CREATIVE SERVICES

### 1. Preamble

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

		<u>July 1/13</u>	<u>July 1/14</u>	<u>July 1/15</u>	<u>July 1/16</u>	<u>July 1/17</u>
Technician I	Start	\$723.34	\$726.96	\$730.59	\$734.24	\$745.25
	After 1st Year	831.56	835.72	839.90	844.10	856.76
	After 2nd Year	940.26	944.96	949.68	954.43	968.75
	After 3rd Year	1,048.94	1,054.18	1,059.45	1,064.75	1,080.72
	After 4th Year	1,157.14	1,162.93	1,168.74	1,174.58	1,192.20

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

		<u>July 1/13</u>	<u>July 1/14</u>	<u>July 1/15</u>	<u>July 1/16</u>	<u>July 1/17</u>
Technician II	Start	\$896.57	\$901.05	\$905.56	\$910.09	\$923.74
	After 1st Year	995.72	1,000.70	1,005.70	1,010.73	1,025.89
	After 2nd Year	1,094.32	1,099.79	1,105.29	1,110.82	1,127.48
	After 3rd Year	1,202.71	1,208.72	1,214.76	1,220.83	1,239.14
	After 4th Year	1,320.68	1,327.28	1,333.92	1,340.59	1,360.70
	After 5th Year	1,467.77	1,475.11	1,482.49	1,489.90	1,512.25

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

		<u>July 1/13</u>	<u>July 1/14</u>	<u>July 1/15</u>	<u>July 1/16</u>	<u>July 1/17</u>
Technician III	Start	\$1,069.77	\$1,075.12	\$1,080.50	\$1,085.90	\$1,102.19
	After 1st Year	1,159.84	1,165.64	1,171.47	1,177.33	1,194.99
	After 2nd Year	1,248.35	1,254.59	1,260.86	1,267.16	1,286.17
	After 3rd Year	1,356.51	1,363.29	1,370.11	1,376.96	1,397.61
	After 4th Year	1,484.24	1,491.66	1,499.12	1,506.62	1,529.22

Are primarily performing Technician II & III functions.

		<u>July 1/13</u>	<u>July 1/14</u>	<u>July 1/15</u>	<u>July 1/16</u>	<u>July 1/17</u>
Supervisor Creative Services I		\$1,484.24	\$1,491.66	\$1,499.12	\$1,506.62	\$1,529.22

Capable of supervising Technician I and II employees

		<u>July 1/13</u>	<u>July 1/14</u>	<u>July 1/15</u>	<u>July 1/16</u>	<u>July 1/17</u>
Supervisor Creative Services II		\$1,630.55	\$1,638.70	\$1,646.89	\$1,655.12	\$1,679.95

Capable of supervising Technician I, II and III employees

## Wage Rates for employees hired after June 30, 2013

### CREATIVE SERVICES

#### 1. Preamble

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

		<u>July 1/13</u>	<u>July 1/14</u>	<u>July 1/15</u>	<u>July 1/16</u>	<u>July 1/17</u>
Technician I	Start	\$585.91	\$588.84	\$591.78	\$594.73	\$603.65
	After 1st Year	673.56	676.93	680.32	683.72	693.98
	After 2nd Year	761.61	765.42	769.24	773.09	784.69
	After 3rd Year	849.64	853.89	858.15	862.45	875.38
	After 4th Year	937.28	941.97	946.68	951.41	965.68

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

		<u>July 1/13</u>	<u>July 1/14</u>	<u>July 1/15</u>	<u>July 1/16</u>	<u>July 1/17</u>
Technician II	Start	\$726.22	\$729.85	\$733.50	\$737.17	\$748.23
	After 1st Year	806.53	810.57	814.62	818.69	830.97
	After 2nd Year	886.40	890.83	895.28	899.76	913.26
	After 3rd Year	974.20	979.06	983.96	988.87	1,003.70
	After 4th Year	1,069.75	1,075.10	1,080.48	1,085.88	1,102.17
	After 5th Year	1,188.89	1,194.84	1,200.82	1,206.82	1,224.92

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

		<u>July 1/13</u>	<u>July 1/14</u>	<u>July 1/15</u>	<u>July 1/16</u>	<u>July 1/17</u>
Technician III	Start	\$866.51	\$870.85	\$875.21	\$879.58	\$892.77
	After 1st Year	939.47	944.17	948.89	953.64	967.94
	After 2nd Year	1,011.16	1,016.22	1,021.30	1,026.40	1,041.80
	After 3rd Year	1,098.77	1,104.26	1,109.79	1,115.34	1,132.06
	After 4th Year	1,202.23	1,208.24	1,214.29	1,220.36	1,238.67

*Are primarily performing Technician II & III functions.*

		<u>July 1/13</u>	<u>July 1/14</u>	<u>July 1/15</u>	<u>July 1/16</u>	<u>July 1/17</u>
Supervisor Creative Services I		\$1,202.23	\$1,208.24	\$1,214.29	\$1,220.36	\$1,238.67

*Capable of supervising Technician I and II employees*

		<u>July 1/13</u>	<u>July 1/14</u>	<u>July 1/15</u>	<u>July 1/16</u>	<u>July 1/17</u>
Supervisor Creative Services II		\$1,320.75	\$1,327.35	\$1,333.98	\$1,340.65	\$1,360.76

*Capable of supervising Technician I, II and III employees*

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

## **CREATIVE SERVICES**

### **2. Manager**

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

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

### **3. Seniority**

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

LETTER OF UNDERSTANDING – C.S.1

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Re: Collective Agreement: July 1, 2013 to June 30, 2018

Creative Services

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

1. Temporary Full-Time and Part-Time Employees

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

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

(c) Such persons will be offered temporary full-time or part-time employment in reverse order of layoff provided they are qualified to perform the duties required by the Company.

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

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

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

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

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

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

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

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

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

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

2. **Coffee Breaks**

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

3. **Vacations**

Employees shall select a two (2) week vacation block in June, July or August based on seniority and based on job functions, subject to production necessities as determined by the Company. Subsequent weeks for the remainder of the year shall be chosen by employees based on their seniority where the employee may select up to their full complement of remaining vacation time subject to production necessities as determined by the Company.

4. **Banked Overtime**

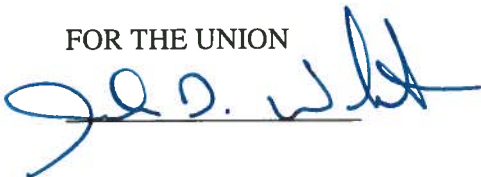
(a) Optional banked overtime for employees will not exceed two (2) weeks at any given time. All overtime exceeding two (2) weeks will be paid at the then earned rate of pay.

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

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

SIGNED ON THIS 8<sup>th</sup> DAY OF MAY, 2013

FOR THE UNION



FOR THE COMPANY





LETTER OF UNDERSTANDING – C.S.2

Without Prejudice  
Letter of Understanding

Between:

Winnipeg Free Press

Company

And

CEP Local 191

Union

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RE: Creative Services

The Company and the Union hereby agree to the following changes and clarifications of processes and policy within the Creative Services Department at the Winnipeg Free Press;

1. For the purposes of picking shifts and vacation time by seniority within the Tech II classification, such picking shall be done within job functions. Those job functions are Ad Building, Art, Scanning and Plating;
2. The Company shall post schedules for each job function on a regular basis so that employees may choose their shifts by seniority; the frequency of such postings for each job function to be by mutual agreement of the Union and the Company;
3. A new classification of Tech II - Canstar shall be created within the Creative Services Department. This classification shall not be considered part of the Community News Department. Existing employees who perform one hundred (100) percent Canstar Tech II functions on the DTI system shall be moved immediately to this classification with their current seniority dates. The Tech II – Canstar classification shall be placed on the Tech II Creative Services wage grid. Vacation, picking of shifts and layoff and recall shall be done according to seniority within this classification. The Company shall post schedules for Tech II - Canstar on a regular basis so that employees may choose their shifts by seniority; the frequency of such postings for each job function to be by mutual agreement of the Union and the Company.
4. Diana Larkin may perform job duties on the Tech II – Canstar DTI system as well as provide back up support for the Creative Services Dept. For the purposes of picking shifts and vacation Ms. Larkin shall be placed on the Tech II –Canstar seniority list. For the purpose of layoff Ms. Larkin shall be on the Tech II seniority list.
5. Seniority for the purposes of layoff and recall, and any other right of seniority not referred to in this letter, shall be as per the Collective Agreement.

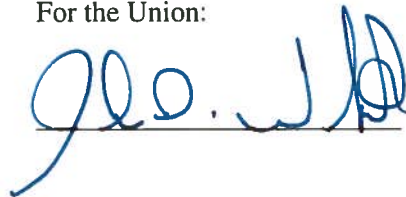
6. The regular daily hours of work for part time employees in the Creative Services Department may be less than 7.5 hours. The Union acknowledges that the Company may post part-time shifts for Tech II employees that are less than a full shift. However such shifts are selected by part-time employees on the basis of seniority. This does not prevent the Company from posting full-shift work for part-time Tech IIs.
7. This letter is without prejudice and does not alter the parties' understanding or interpretation of the Collective Agreement.

Dated this 8<sup>th</sup> day of May 2013, at City of Winnipeg in the Province of Manitoba.

For the Company:

A handwritten signature in blue ink, appearing to read "Bob Cox", written over a horizontal line.

For the Union:

A handwritten signature in blue ink, appearing to read "Joe. W. [unclear]", written over a horizontal line.

## **CIRCULATION**

### **1. Seniority**

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

### **2. Part-Time Employees**

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

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

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

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

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

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

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

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

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

3. **Day Off**

Days off for all employees working in the truck driver classification will be on a seven-week schedule and will receive three weekends off every seven weeks.

4. **Training**

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

**CIRCULATION****Full-Time**

	<u>July 1/13</u>	<u>July 1/14</u>	<u>July 1/15</u>	<u>July 1/16</u>	<u>July 1/17</u>
ABC Coordinator, Promotions Coordinator					
1st Year.....	\$743.49	\$747.21	\$750.95	\$754.70	\$766.02
2nd Year.....	801.97	805.98	810.01	814.06	826.27
3rd Year.....	883.87	888.29	892.73	897.19	910.65
4th Year.....	974.85	979.72	984.62	989.54	1,004.38
ABC Analyst					
Start	909.30	913.85	918.42	923.01	936.86
1st Year.....	985.87	990.80	995.75	1,000.73	1,015.74
2nd Year.....	1,061.10	1,066.41	1,071.74	1,077.10	1,093.26
3rd Year.....	1,153.01	1,158.78	1,164.57	1,170.39	1,187.95
4th Year.....	1,261.63	1,267.94	1,274.28	1,280.65	1,299.86
Branch Clerk, Clerk, Single Copy Sales Rep, Circ. Depot Clerk					
1st Year.....	681.86	685.27	688.70	692.14	702.52
2nd Year.....	721.77	725.38	729.01	732.66	743.65
3rd Year.....	825.38	829.51	833.66	837.83	850.40
4th Year.....	864.40	868.72	873.06	877.43	890.59
Dist. Man. Sr., Country Sales Representatives & Shipping Supervisor					
1st Year.....	912.50	917.06	921.65	926.26	940.15
2nd Year.....	1,092.68	1,098.14	1,103.63	1,109.15	1,125.79
3rd Year.....	1,274.58	1,280.95	1,287.35	1,293.79	1,313.20
4th Year.....	1,459.65	1,466.95	1,474.28	1,481.65	1,503.87
District Manager Jr.					
1st Year.....	843.02	847.24	851.48	855.74	868.58
2nd Year.....	1,020.63	1,025.73	1,030.86	1,036.01	1,051.55
3rd Year.....	1,207.38	1,213.42	1,219.49	1,225.59	1,243.97
4th Year.....	1,387.54	1,394.48	1,401.45	1,408.46	1,429.59
Truck Driver, Dispatch					
1st Year.....	650.99	654.24	657.51	660.80	670.71
2nd Year.....	771.11	774.97	778.84	782.73	794.47
3rd Year.....	892.34	896.80	901.28	905.79	919.38
4th Year.....	1,021.76	1,026.87	1,032.00	1,037.16	1,052.72
City District Manager & Country Premium.....	25.76	25.89	26.02	26.15	26.54
Head Shipper.....	1,123.97	1,129.59	1,135.24	1,140.92	1,158.03

## CIRCULATION

### Part-Time

	<u>July 1/13</u>	<u>July 1/14</u>	<u>July 1/15</u>	<u>July 1/16</u>	<u>July 1/17</u>
District checkers (Less than 950 hours in previous year)					
Start.....	\$14.18/hr	\$14.25/hr	\$14.32/hr	\$14.39/hr	\$14.61/hr
After Six Months.....	14.92/hr	14.99/hr	15.06/hr	15.14/hr	15.37/hr
(More than 950 hours in previous year)					
After Six Months.....	15.68/hr	15.76/hr	15.84/hr	15.92/hr	16.16/hr
Telephone Sales Representatives (TSR)					
Start.....	10.25/hr	10.30/hr	10.35/hr	10.40/hr	10.56/hr
After 6 months.....	10.25/hr	10.30/hr	10.35/hr	10.40/hr	10.56/hr
Telephone Sales Supervisors					
Start.....	12.63/hr	12.69/hr	12.75/hr	12.81/hr	13.00/hr
After 6 months.....	12.97/hr	13.03/hr	13.10/hr	13.17/hr	13.37/hr
Verifier					
Start.....	12.79/hr	12.85/hr	12.91/hr	12.97/hr	13.16/hr
After 6 months.....	13.13/hr	13.20/hr	13.27/hr	13.34/hr	13.54/hr
Complaint Driver					
Start.....	11.85/hr	11.91/hr	11.97/hr	12.03/hr	12.21/hr
After 6 months.....	12.22/hr	12.28/hr	12.34/hr	12.40/hr	12.59/hr
After 12 months.....	12.29/hr	12.35/hr	12.41/hr	12.47/hr	12.66/hr
Lead hand premium (More than 950 hours in previous year)	1.00/hr	1.00/hr	1.00/hr	1.00/hr	1.00/hr
Customer Service Rep, Shippers (Less than 950 hours in previous year)					
0 - 650 hours.....	14.29/hr	14.36/hr	14.43/hr	14.50/hr	14.72/hr
651 - 1300 hours.....	14.62/hr	14.69/hr	14.76/hr	14.83/hr	15.05/hr
1301 - 1950 hours.....	14.97/hr	15.04/hr	15.12/hr	15.20/hr	15.43/hr
1951 - 2600 hours.....	15.34/hr	15.42/hr	15.50/hr	15.58/hr	15.81/hr
more than 2600 hours.....	15.68/hr	15.76/hr	15.84/hr	15.92/hr	16.16/hr
(More than 950 hours in previous year)					
0 - 650 hours.....	14.97/hr	15.04/hr	15.12/hr	15.20/hr	15.43/hr
651 - 1300 hours.....	15.34/hr	15.42/hr	15.50/hr	15.58/hr	15.81/hr
1301 - 1950 hours.....	15.68/hr	15.76/hr	15.84/hr	15.92/hr	16.16/hr
1951 - 2600 hours.....	16.03/hr	16.11/hr	16.19/hr	16.27/hr	16.51/hr
more than 2600 hours.....	16.36/hr	16.44/hr	16.52/hr	16.60/hr	16.85/hr

## Wage Rates for employees hired after June 30, 2013

### CIRCULATION

#### Full-Time

	<u>July 1/13</u>	<u>July 1/14</u>	<u>July 1/15</u>	<u>July 1/16</u>	<u>July 1/17</u>
<i>ABC Coordinator, Promotions Coordinator</i>					
1st Year.....	\$602.23	\$605.24	\$608.27	\$611.31	\$620.48
2nd Year.....	649.60	652.84	656.11	659.39	669.28
3rd Year.....	715.93	719.51	723.11	726.72	737.63
4th Year.....	789.63	793.57	797.54	801.53	813.55
<i>ABC Analyst</i>					
Start	736.53	740.22	743.92	747.64	758.86
1st Year.....	798.55	802.55	806.56	810.59	822.75
2nd Year.....	859.49	863.79	868.11	872.45	885.54
3rd Year.....	933.94	938.61	943.30	948.02	962.24
4th Year.....	1,021.92	1,027.03	1,032.17	1,037.33	1,052.89
<i>Branch Clerk, Clerk, Single Copy Sales Rep, Circ. Depot Clerk.</i>					
1st Year.....	552.31	555.07	557.85	560.63	569.04
2nd Year.....	584.63	587.56	590.50	593.45	602.36
3rd Year.....	668.56	671.90	675.26	678.64	688.82
4th Year.....	700.16	703.66	707.18	710.72	721.38
<i>Dist. Man. Sr., Country Sales Representatives &amp; Shipping Supervisor</i>					
1st Year.....	739.13	742.82	746.54	750.27	761.52
2nd Year.....	885.07	889.49	893.94	898.41	911.89
3rd Year.....	1,032.41	1,037.57	1,042.75	1,047.97	1,063.69
4th Year.....	1,182.32	1,188.23	1,194.17	1,200.14	1,218.13
<i>District Manager Jr.</i>					
1st Year.....	662.85	686.26	689.70	693.15	703.55
2nd Year.....	826.71	830.84	835.00	839.17	851.76
3rd Year.....	977.98	982.87	987.79	992.73	1,007.62
4th Year.....	1,123.91	1,129.53	1,135.17	1,140.85	1,157.97
<i>Truck Driver, Dispatch</i>					
1st Year.....	527.30	529.93	532.58	535.25	543.28
2nd Year.....	624.60	627.73	630.86	634.01	643.52
3rd Year.....	722.80	726.41	730.04	733.69	744.70
4th Year.....	827.63	831.76	835.92	840.10	852.70
<i>City District Manager &amp; Country Premium.....</i>					
	20.87	20.97	21.08	21.18	21.50
Head Shipper.....	910.42	914.97	919.54	924.15	938.00

**CIRCULATION****Part-Time**

	<u>July 1/13</u>	<u>July 1/14</u>	<u>July 1/15</u>	<u>July 1/16</u>	<u>July 1/17</u>
<i>District checkers</i>					
<i>(Less than 950 hours in previous year)</i>					
Start.....	\$11.49/hr	\$11.54/hr	\$11.60/hr	\$11.66/hr	\$11.83/hr
After Six Months.....	12.09/hr	12.14/hr	12.20/hr	12.26/hr	12.45/hr
<i>(More than 950 hours in previous year)</i>					
After Six Months.....	12.70/hr	12.77/hr	12.83/hr	12.90/hr	13.09/hr
<i>Telephone Sales Representatives (TSR)</i>					
Start.....	10.25/hr	10.25/hr	10.25/hr	10.25/hr	10.25/hr
After 6 months.....	10.51/hr	10.51/hr	10.51/hr	10.51/hr	10.51/hr
<i>Telephone Sales Supervisors</i>					
Start.....	10.25/hr	10.28/hr	10.33/hr	10.38/hr	10.53/hr
After 6 months.....	10.51/hr	10.55/hr	10.61/hr	10.67/hr	10.83/hr
<i>Verifier</i>					
Start.....	10.36/hr	10.41/hr	10.46/hr	10.51/hr	10.66/hr
After 6 months.....	10.64/hr	10.69/hr	10.75/hr	10.81/hr	10.97/hr
<i>Complaint Driver</i>					
Start.....	10.25/hr	10.25/hr	10.25/hr	10.25/hr	10.25/hr
After 6 months.....	10.57/hr	10.57/hr	10.57/hr	10.57/hr	10.57/hr
After 12 months.....	10.63/hr	10.63/hr	10.63/hr	10.63/hr	10.63/hr
<i>Lead hand premium</i>					
<i>(More than 950 hours in previous year)</i>	1.00/hr	1.00/hr	1.00/hr	1.00/hr	1.00/hr
<i>Customer Service Rep, Shippers</i>					
<i>(Less than 950 hours in previous year)</i>					
0 - 650 hours.....	11.57/hr	11.63/hr	11.69/hr	11.75/hr	11.92/hr
651 - 1300 hours.....	11.84/hr	11.90/hr	11.96/hr	12.01/hr	12.19/hr
1301 - 1950 hours.....	12.13/hr	12.18/hr	12.25/hr	12.31/hr	12.50/hr
1951 - 2600 hours.....	12.43/hr	12.49/hr	12.56/hr	12.62/hr	12.81/hr
more than 2600 hours.....	12.70/hr	12.77/hr	12.83/hr	12.90/hr	13.09/hr
<i>(More than 950 hours in previous year)</i>					
0 - 650 hours.....	12.13/hr	12.18/hr	12.25/hr	12.31/hr	12.50/hr
651 - 1300 hours.....	12.43/hr	12.49/hr	12.56/hr	12.62/hr	12.81/hr
1301 - 1950 hours.....	12.70/hr	12.77/hr	12.83/hr	12.90/hr	13.09/hr
1951 - 2600 hours.....	12.98/hr	13.05/hr	13.11/hr	13.18/hr	13.37/hr
more than 2600 hours.....	13.25/hr	13.32/hr	13.38/hr	13.45/hr	13.65/hr



WITHOUT PREJUDICE  
LETTER OF UNDERSTANDING C-1  
BETWEEN  
WINNIPEG FREE PRESS  
AND  
CEP Local 191

Inside Workers and Pressroom Collective Agreements: July 1, 2013 to June 30, 2018

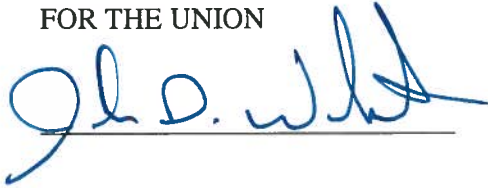
Re: District Checkers and Shippers and Truck Drivers

1. This letter replaces previous versions of this letter which offered certain protections to employees working in the truck driver classification as a result of arbitration hearing decisions concerning truck drivers, shippers and district checkers. The Company shall no longer utilize the job classification of district checkers. The purpose of the letter is to maximize the hours of employees who were impacted by contracting out of truck driver work and carry out the decision of the arbitration hearings. The employees covered by this letter are James Wade, Ken Welch, Brent Beckman and Roland Lamontagne.
2. The functions of the district checkers will be the distribution of papers to carriers at the depot and employees working in the higher job classifications may perform the duties of the district checkers.
3. James Wade, Brent Beckman, Ken Welch and Roland Lamontagne shall be given an opportunity to maximize their hours of work to 30 hours weekly until such time as they may become full-time employees. If extra hours are available beyond the 30 hours then those hours shall be offered to the employees in order of seniority.
4. Lamontagne and Beckman shall choose from the Shipping/Winnipeg Free Press Depot duties from the part-time schedules and are both classified as Shippers (part time) and shall be paid the appropriate truck driver rate for all hours worked. The Company may schedule said employees as needed to tasks other than those he picked including Head Shipper work.
5. The Company shall pay James Wade the truck driver rate for all hours of work. Further, any assignment of work is provided without prejudice to the parties understanding of or position on the function and responsibilities normally assigned to and performed by truck drivers. Nothing contained herein, either express or implied, shall have the effect of altering the current functions and responsibilities normally assigned to truck drivers. The Union on its own behalf and on behalf of the above noted individual accept all assignments of work as proper and hereby waive any right they may have to grieve said assignment.
6. This LOU in no way prejudices management's rights as contained in Article 6 of the collective agreement.


7. The Company agrees to give first consideration to James Wade, Brent Beckman, Roland Lamontagne and Ken Welch for any full-time vacancies which may arise within the shipping department.

SIGNED ON THIS 8<sup>th</sup> DAY OF MAY, 2013.

FOR THE UNION

A handwritten signature in blue ink, appearing to read "J.D. White", written over a horizontal line.

FOR THE COMPANY

A handwritten signature in blue ink, appearing to read "Bob Cox", written over a horizontal line.

LETTER OF UNDERSTANDING – C2

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Re: Collective Agreement: July 1, 2013 to June 30, 2018

Circulation

1. All new or vacant runs for truck drivers will be posted a minimum of two (2) weeks in advance according to Run No. and Description of Run and Time. The selection of Runs will be governed by seniority.
2. No Country Sales Representative shall be transferred to another district or zone without prior discussion. The Company recognizes that some employees may prefer not to be transferred. When a transfer is deemed necessary, or an opening for a Country Traveller occurs, the Company will consider the wishes of those who indicate a desire not to be transferred and shall first consider an employee who desires or is willing to accept the transfer.
3. The Company shall make all reasonable efforts to assign a Country Sales Representative to the district or zone of their choice.
4. The practices regarding two (2) fifteen (15) minute paid coffee breaks will be maintained.
5. Truck drivers will be allowed vacation of two (2) week period during prime time for June, July and August.
6. It is agreed that in the Circulation Department at any one time one (1) regular full-time employee working in the classification of ABC Coordinator, ABC Analyst, Branch Clerk and Clerk shall select a two (2) week vacation block in June, July or August based on seniority, subject to production necessities as determined by the Company. Subsequent weeks for the remainder of the year shall be chosen by employees based on their seniority where the employee may select up to their full complement of remaining vacation time subject to production necessities as determined by the Company.

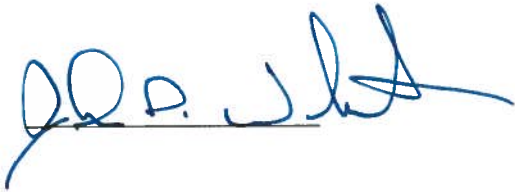
It is also agreed that at any one time one (1) regular full-time employee working in the classification of Promotions Coordinator, shall select a two (2) week vacation block in June, July or August based on seniority, subject to production necessities as determined by the Company. Subsequent weeks for the remainder of the year shall be chosen by employees based on their seniority where the employee may select up to their full complement of remaining vacation time subject to production necessities as determined by the Company.

At any one time, one (1) regular full-time employee working in the classification of Single Copy Representative shall select a two (2) week vacation block in June, July or August based on seniority, subject to production necessities as determined by the Company. Subsequent weeks for the remainder of the year shall be chosen by employees based on their seniority where the employee may select up to their full complement of remaining vacation time subject to production necessities as determined by the Company.

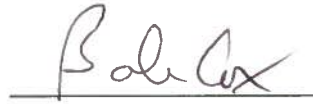
7. The past practice of Sunday being a scheduled day off shall continue except for those on rotation.
8. The Company shall be required to give a minimum two (2) weeks notice of any shift change, with the exception of a serious problem in any given district.
9. The Company shall have the right to continue the current practice relative to scheduling in the Telemarketing department.

SIGNED ON THIS 8<sup>th</sup> DAY OF MAY, 2013

FOR THE UNION

A handwritten signature in blue ink, appearing to be "D.D. White", written over a horizontal line.

FOR THE COMPANY

A handwritten signature in blue ink, appearing to be "Bob Cox", written over a horizontal line.

LETTER OF UNDERSTANDING – C3

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Circulation

Collective Agreement: July 1, 2013 to June 30, 2018

Re: Commission Plans for Telephone Sales Representatives

Commissions for Telephone Sales Representatives

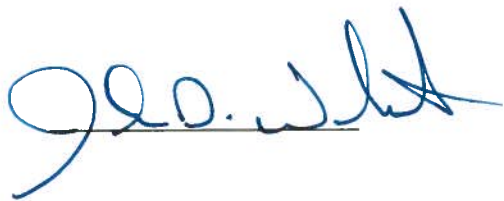
1. Commissions for Telesales will be paid on a per order basis as described below:

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

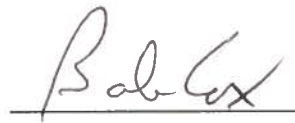
2. The current commission plan for supervisors shall be:  
\$0.27 per daily order.

SIGNED ON THIS 8<sup>th</sup> DAY OF MAY, 2013

FOR THE UNION



FOR THE COMPANY



LETTER OF UNDERSTANDING – C4

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Collective Agreement: July 1, 2013 to June 30, 2018

Circulation

Re: Commission Plans for Customer Services Representatives

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

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

- Daily subscriber	\$3.00
- Monday-Friday	\$3.00
- Thursday/Friday/Saturday	\$1.25
- Saturday only	\$1.00

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

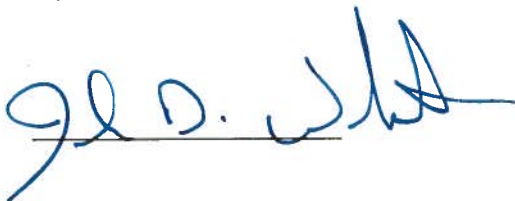
- Daily subscriber	\$2.00
- Monday-Friday	\$2.00
- Thursday/Friday/Saturday	\$1.00
- Saturday only	\$0.50

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

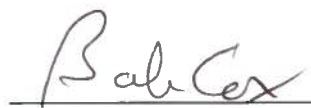
- Daily subscriber	\$1.00
- Monday-Friday	\$1.00
- Thursday/Friday/Saturday	\$0.50
- Saturday only	\$0.50

SIGNED ON THIS 8<sup>th</sup> DAY OF MAY, 2013

FOR THE UNION



FOR THE COMPANY



LETTER OF UNDERSTANDING – C5

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Collective Agreement: July 1, 2013 to June 30, 2018

Circulation

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

1. The re-organization of the District Manager group in the Circulation Department shall result in a five-day workweek for full-time District Managers, with schedule attached.
2. The re-organization in no way prejudices the Company or alters the understanding between the parties as to the rates of pay or job security of employees currently employed as full-time District Managers.
3. No District Manager shall be transferred to another district or zone without prior discussion. When a transfer is deemed necessary by the Company, or an opening for a District Manager occurs, the Company will consider the wishes of those who indicate a desire not to be transferred and shall first consider an employee who desires the transfer. The Company shall make reasonable efforts to assign District Managers to the district of their choice. The Company will assign at least two (2) District Managers to each depot for a full-shift. The shifts worked by these District Managers shall be scheduled to commence at the same time. The Company shall maintain the right to determine starting and stopping times of shifts, in accordance with the Collective Agreement and this Letter of Understanding, based on the requirements and efficiency of operations.
4. The Company will maintain a work schedule for employees working as full-time District Managers which includes no less than seventy-eight (78) shifts ending by 6:00 p.m. and no less than twenty-six (26) Saturdays off in a calendar year. (This does not include a District Manager rotation schedule for working non-collection weekends.)
5. The past practice of Sunday being a scheduled day off shall continue except for those on rotation. The Company may at its discretion schedule one (1) full-time District Manager on a rotational basis to work on Sundays as a person-in charge for all depots.
6. It is agreed that at any one time a maximum of one (1) full-time District Manager shall select a two (2) week vacation block in June, July or August based on seniority, subject to production necessities as determined by the Company. Subsequent weeks for the remainder of the year shall be chosen by employees based on their seniority where the employee may select up to their full complement of remaining vacation time subject to production necessities as determined by the Company.

Part-time District Manager Jr shall be granted vacation in accordance with Article 29 (d).

7. The Company shall be required to give a minimum two (2) weeks' notice of any shift change, with the exception of a serious problem in any given district.

8. The Company agrees that the lunch period for all District Managers shall be one-half hour.

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

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

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

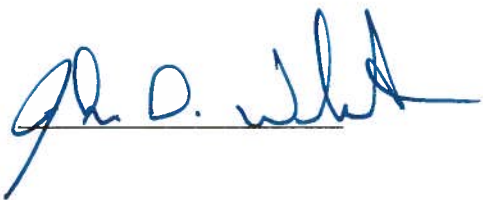
11. The Company shall be required to give Relief District Managers shift schedules for a six (6) month period, with a minimum two (2) weeks' notice, with the exception of a serious problem in any given district.

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

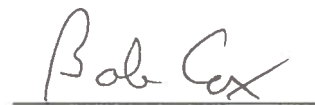
13. Any additional shifts or additional hours shall be offered to part-time District Managers on the basis of seniority, except that where the additional shift or hours would result in the senior part-time District Manager working in excess of eighty percent (80%) of the workweek, the additional shift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

SIGNED ON THIS 8<sup>th</sup> DAY OF MAY, 2013

FOR THE UNION

A handwritten signature in blue ink, appearing to read "J. D. White", written over a horizontal line.

FOR THE COMPANY

A handwritten signature in blue ink, appearing to read "Bob Cox", written over a horizontal line.



**District Manager 5-day  
schedule:**

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

\*Rotation starts on week one and week five

LETTER OF UNDERSTANDING – C6

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Collective Agreement: July 1, 2013 to June 30, 2018

Circulation

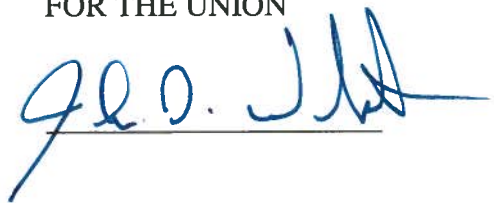
Re: Part-time Customer Service Representatives

The parties hereby agree that the following provisions shall apply to all part-time Customer Service Representatives effective June 24, 2010 to June 30, 2018:

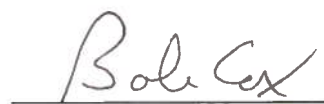
1. The Company shall post blocks of shifts for each calendar quarter. Blocks of shifts shall contain no more than eighty percent (80%) of the workweek provided in the Collective Agreement but no less than fifteen (15) hours per week.
2. The blocks of shifts shall be posted for seven (7) days and senior part-time employees shall have first choice of blocks of shifts. All part-time Customer Service Representatives shall, on or before the seventh (7th) day of posting, select one (1) block of shifts for each calendar quarter unless otherwise authorized by the Company.
3. Any additional shifts or hours shall be posted weekly and offered to part-time Customer Service Representatives on the basis of seniority, except that where the additional shift or hours would result in the senior part-time Customer Service Representative working in excess of eighty percent (80%) of the workweek, the additional shift or hours will be offered to the next senior part-time Customer Service Representative who will not work in excess of eighty percent (80%) of the workweek as a result of the additional shift or hours. If there are insufficient volunteers for any additional shifts or hours which are posted and offered in accordance with the above, the Company may offer the additional shifts or hours to employees in other classifications.
4. Any exchange of shifts between employees must be approved by the Company in advance and must not result in an employee working more than eighty percent (80%) of the workweek provided in the Collective Agreement or in any additional cost to the Company.
5. If the Company requires additional block(s) of shifts in any calendar quarter, the Company shall post the additional block(s) of shifts for five (5) days and senior employees shall have first choice of the block(s) of shifts.

SIGNED ON THIS 8<sup>th</sup> DAY OF MAY, 2013

FOR THE UNION



FOR THE COMPANY



LETTER OF UNDERSTANDING – C7

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Collective Agreement: July 1, 2013 to June 30, 2018  
Circulation

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

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

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

Single Copy Incentive Compensation Structure

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

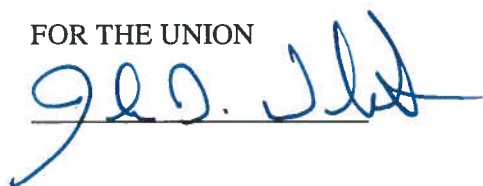
Total Potential Points: 100

Potential Quarterly Payout: \$1,250.00

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

SIGNED ON THIS 8<sup>th</sup> DAY OF MAY, 2013

FOR THE UNION



FOR THE COMPANY



LETTER OF UNDERSTANDING – C8

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Collective Agreement: July 1, 2013 to June 30, 2018

Circulation

Re: Retention Calling

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

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

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

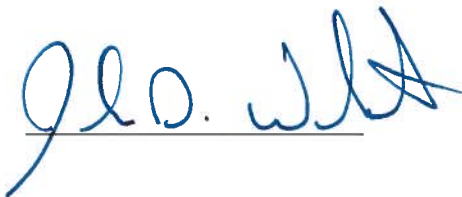
When a CSR restarts a daily customer, and gets them to agree to pre-authorized payment, they would be paid \$1 merit for the restart, \$3 for getting preauthorized payment, and \$3 merit for getting this stopped customer on preauthorized payment. That is \$7 for servicing of this customer. If the team meets their restart objective that week, the payment is \$8, and if the team exceeds their goal by 10%, then it pays \$10.

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


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

SIGNED ON THIS 8<sup>th</sup> DAY OF MAY, 2013

FOR THE UNION

A handwritten signature in blue ink, appearing to read "Geo. W. H. A.", written over a horizontal line.

FOR THE COMPANY

A handwritten signature in blue ink, appearing to read "Bob Cox", written over a horizontal line.

LETTER OF UNDERSTANDING – C9

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Collective Agreement: July 1, 2013 to June 30, 2018

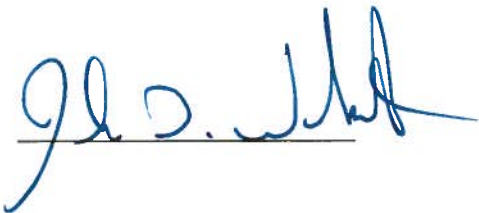
Circulation

Re: Customer Service Representatives

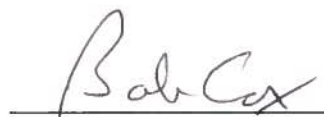
1. With respect to Article 1 of the Circulation section of the Collective Agreement (Seniority):
  - (a) for the purpose of choice of vacation, the full-time Customer Service Representative classification and full-time Retention/Customer Service Representative classification will be considered as one classification; and
  - (b) for the purposes of choice of newly created or vacant starting times and days off, the full-time Customer Service Representative classification and full-time Retention/Customer Service Representative classification will be considered as separate classifications.
2. For the purposes of Article 14 of the Collective Agreement, the full-time Customer Service Representative classification and full-time Retention/Customer Service Representative classification will be considered as one classification.
3. For all purposes, the part-time Customer Service Representative classification will be considered a separate classification.

SIGNED ON THIS 8<sup>th</sup> DAY OF MAY, 2013

FOR THE UNION

A handwritten signature in blue ink, appearing to be "J. D. [unclear]", written over a horizontal line.

FOR THE COMPANY

A handwritten signature in blue ink, appearing to be "Bob Cox", written over a horizontal line.

LETTER OF UNDERSTANDING

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Collective Agreement: July 1, 2013 to June 30, 2018

Circulation

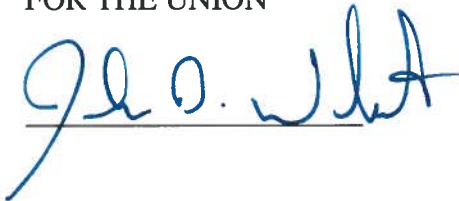
**Re: Amendment to LOU C-9**

The parties recognize that Letter of Understanding C-9, which was part of the resolution to Grievance WFP-023-09, did not clearly reference how vacation times would be selected with the division of Customer Service Representatives (CSRs) into Full-Time and Part-Time classifications. Therefore, the parties agree that LOU C-9 shall be amended as follows:

1. New item 4 shall read "For the purposes of selecting vacations both Full-Time CSRs and Part-time CSRs shall be placed on one (1) seniority list. Each employee in turn shall choose their vacation on the basis of seniority. The number of CSRs on vacation at any one time shall be determined by company policy."
2. Each year a seniority list for the purposes of vacation selection for both the Full-Time CSRs and Part-Time CSRs shall be posted together with the vacation selection form.
3. This amended LOU shall be considered part of the Collective Agreement.
4. All other conditions of the original LOU C-9 shall apply.
5. These conditions are to address the specific vacation staffing issues of the call centre and are entered into without prejudice to any understanding, practice, policy or Collective Agreement language on vacation selection and classification seniority anywhere else within the Winnipeg Free Press.

SIGNED ON THIS 8<sup>th</sup> DAY OF MAY, 2013.

FOR THE UNION



FOR THE COMPANY



LETTER OF UNDERSTANDING C-10

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Collective Agreement: July 1, 2013 to June 30, 2018

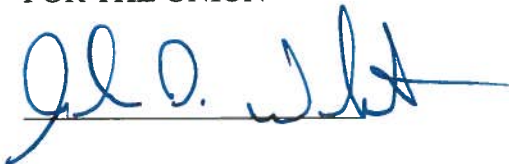
Circulation

**Re: Vacation Selection for Customer Service Representatives**

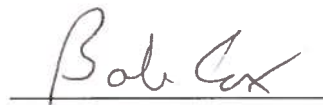
CSRs who wish to take summer vacation shall select a two (2) week vacation block in June, July or August based on seniority, subject to production necessities as determined by the Company. Subsequent weeks for the remainder of the year shall be chosen by employees based on their seniority where the employee may select up to their full complement of remaining vacation time.

SIGNED ON THIS 8<sup>th</sup> DAY OF MAY, 2013.

FOR THE UNION

A handwritten signature in blue ink, appearing to read "J. O. White", written over a horizontal line.

FOR THE COMPANY

A handwritten signature in blue ink, appearing to read "Bob Cox", written over a horizontal line.



## FLEET & BUILDING MAINTENANCE

### 1. **Seniority**

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

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

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

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

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

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

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

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

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

### 3. **Training**

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

**FLEET AND BUILDING MAINTENANCE**

	<u>July 1/13</u>	<u>July 1/14</u>	<u>July 1/15</u>	<u>July 1/16</u>	<u>July 1/17</u>
Mechanics.....	\$1,347.31	\$1,354.05	\$1,360.82	\$1,367.62	\$1,388.13
Helpers.....	674.95	678.32	681.71	685.12	695.40
Building Helper.....	518.06	520.65	523.25	525.87	533.76

**Wage Rates for employees hired after June 30, 2013**

	<u>July 1/13</u>	<u>July 1/14</u>	<u>July 1/15</u>	<u>July 1/16</u>	<u>July 1/17</u>
<i>Mechanics.....</i>	<i>\$1,091.32</i>	<i>\$1,096.78</i>	<i>\$1,102.26</i>	<i>\$1,107.77</i>	<i>\$1,124.39</i>
<i>Helpers.....</i>	<i>546.71</i>	<i>549.44</i>	<i>552.19</i>	<i>554.95</i>	<i>563.27</i>
<i>Building Helper.....</i>	<i>419.63</i>	<i>421.73</i>	<i>423.83</i>	<i>425.95</i>	<i>432.35</i>

LETTER OF UNDERSTANDING – F1

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

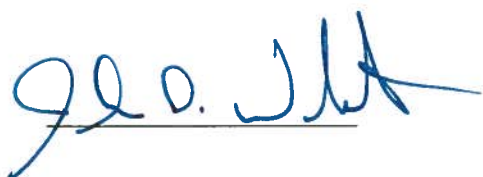
Collective Agreement: July 1, 2013 to June 30, 2018

Re: Fleet and Building Maintenance

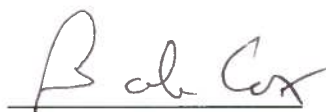
1. The Company will supply all tools and equipment necessary to mechanics to fulfil their work functions as required by the Company.
2. The practice regarding two fifteen-minute (15 minute) paid coffee breaks will be maintained.
3. The past practices of supplying and cleaning five (5) pairs of coveralls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

SIGNED ON THIS 8<sup>th</sup> DAY OF MAY, 2013

FOR THE UNION



FOR THE COMPANY



LETTER OF UNDERSTANDING – F2

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

Collective Agreement: July 1, 2013 to June 30, 2018

Re: Fleet and Building Maintenance – Mechanic Apprentice

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

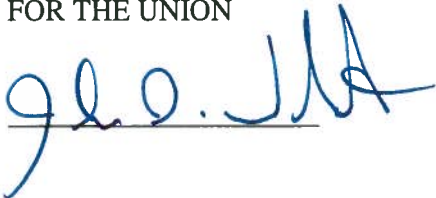
- (a) The number of the apprentices in the Fleet and Building Maintenance Department shall be (1) one apprentice at any given time;
- (b) Apprentices shall be given every reasonable opportunity to acquaint themselves with every phase of the Fleet and Building Maintenance operation; and
- (c) The minimum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

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

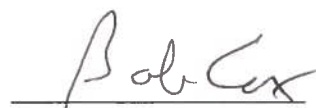
- (d) When an apprentice is required to attend training or educational programs as part of the apprenticeship program, the Company agrees that there will be no loss of seniority, benefits or wage progression to the apprentice.

SIGNED ON THIS 8<sup>th</sup> DAY OF MAY, 2013

FOR THE UNION



FOR THE COMPANY



## **COMMUNITY NEWS - GENERAL**

### **ARTICLE 1.1 – APPLICATION OF AGREEMENT**

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

### **ARTICLE 2.1 - SENIORITY**

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

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

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

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

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

### **ARTICLE 3.1 - TEMPORARY EMPLOYEES**

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

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

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

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

### **ARTICLE 4.1 - PART-TIME EMPLOYEES**

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

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

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

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

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

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

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

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

#### **ARTICLE 5.1 - TRANSPORTATION**

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

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

## **ARTICLE 6.1 - OVERTIME**

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

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

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

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

## **ARTICLE 7.1 - VACATIONS WITH PAY**

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

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

## **ARTICLE 8.1 - SICK LEAVE**

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

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

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

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

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

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

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



## **COMMUNITY NEWS EDITORIAL**

### **1. Freelancing**

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

### **2. Shift Posting**

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

### **3. Corrections/Retractions**

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

### **4. Bylines**

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

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

### **5. Letters to the Editor**

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

### **6. Shift and Assignment Changes**

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

### **7. Expenses**

Upon submission of expense reports in the prescribed form and properly supported by vouchers where obtainable, the Company shall pay all authorized and reasonable expenses incurred by employees in the service of the Company. The Company shall provide a mobile phone to each reporter, at no cost to the employee.

### **8. Photographic Equipment**

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

9 **Shift and Beat Changes**

- (a) The Company shall notify employees of all shift or beat changes, transfers or other changes in job situation at least one week in advance or less than one week if the employee agrees.
- (b) The Company agrees to discuss all such changes or transfers with employees in the departments involved prior to those changes or transfers being made.
- (c) The Company shall make all reasonable efforts to assign reporters to the beats of their preference.
- (d) The Company agrees that all such changes in situation will be done in a reasonable manner.
- (e) The Company shall provide the affected employee and the Union the reasons, in writing, for every such beat change. Any employee not wanting the Union to have such correspondence shall indicate in writing to the Company.

**COMMUNITY NEWS EDITORIAL WAGE RATES**

Rate/Week

Community Journalist

	<u>July 1/013</u>	<u>July 1/14</u>	<u>July 1/15</u>	<u>July 1/16</u>	<u>July 1/17</u>
Start.....	\$549.33	\$552.08	\$554.84	\$557.61	\$565.97
1st Year.....	604.26	607.28	610.32	613.37	622.57
2nd Year.....	659.19	662.49	665.80	669.13	679.17
3rd Year.....	714.14	717.71	721.30	724.91	735.78

## **COMMUNITY NEWS ADVERTISING**

### **1. Account Executives**

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

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

Divisions or changes to an account executive's account list shall not be made by the Company arbitrarily. Any proposed changes would be discussed at a joint meeting of the account executive and management. Any changes made, if negatively affecting that account executive's revenue, would have that revenue removed from their target so as not to hinder commission payout or further potential.

The Company will institute a separate account draft for inactive accounts. An inactive account is an account that has not advertised with the Company for eighteen (18) months. Each draft will be held every six (6) months.

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

The Company will institute a rotating distribution of new business call-ins. The Company will appoint an employee to coordinate such call-ins, distributing the new accounts from walk-ins, phone calls, emails and fax on the basis of seniority. If any Account Executive is on a leave of absence, the call-in will go to the next senior Account Executive.

- 1.3 Should the Company deem an invoice for which commission has been paid to an Account Executive to be non-collectable, the amount of commission paid to the Account Executive in respect of that invoice shall be deducted from the commission payable to the Account Executive. If the invoice is subsequently paid by the customer, the Account Executive shall be paid commission on the amount that is collected by the Company.
- 1.4 Should an error in an advertisement occur, the Account Executive and the Company will attempt to remedy the situation with the customer by publishing a correct advertisement. Where the error is not as a result of an error made by the Account Executive and cannot be remedied, the Account Executive shall be paid commission in respect of the advertisement.

- 1.5 (a) Commissions shall be paid to Account Executives during the month following the publication to which they relate. There will be no cap on commissions.
- (b) Account Executives shall be entitled to a draw against commissions as set out in Advertising Weekly Wages and Draws (paragraph 3 below).
- (c) The Company shall pay Account Executives a commission of eight percent (8%) on Local ROP and Distribution sales and a commission of two and one-half percent (2.5%) on National ROP and Distribution sales.
- (d) i) Advertising Sales Representatives in the Advertising Department on the 100% Commission Plan and the 50% Commission Plan ("Sales Representatives") will be provided vacation pay in the following manner:
- (a) during the calendar year, Sales Representatives will receive their regular commission earnings;
  - (b) vacation pay will be based on the greater of: (i) the commissions that became payable to the Sales Representative/Account Executive on his/her vacation days in that calendar year based upon the daily average of the commissions earned during the week(s) in which the vacation day(s) is (are) taken and (ii) two percent (2%) of the commissions earned by the Sales Representative/Account Executive in the preceding calendar year for each week of vacation to which the Sales Representative/Account Executive is entitled in that calendar year;
  - (c) at the end of each calendar year, the Company will calculate the total amount of commissions that became payable to each Sales Representative/Account Executive on his/her vacation days based upon the daily average of the commissions earned during the week(s) in which the vacation day(s) is (are) taken. In the event that this amount is less than two percent (2%) of the commissions earned by the Sales Representative/Account Executive in the preceding calendar year for each week of vacation to which the Sales Representative/Account Executive is entitled in that calendar year, the difference will be paid to the Sales Representative/Account Executive no later than the first pay period in February;
  - (d) For the purposes of the above calculations a Vacation Week begins on a Monday and ends on a Sunday.
- ii) **Sales Representatives will be provided general holiday pay in the following manner:**
- (a) in respect of a General Holiday referenced in Article 36 of the Collective Agreement on which the paper is not published, the Sales Representative will be paid General Holiday pay in an amount equal to the commissions earned by the Sales Representative in the preceding calendar year divided by the total of the number of working days in that preceding calendar year less the number of non-publishing General Holidays that would otherwise be working days for the Sales Representative during that preceding calendar year. Such payment will be made in the pay period in which the General Holiday occurs, except that the payment in relation to New Year's Day will be made at the same time as the final commission payment in relation to the preceding calendar year;
  - (b) in respect of a General Holiday or a day taken in lieu of a General Holiday referenced in Article 36 of the Collective Agreement on which the paper is published, the Sales Representative will be paid General Holiday pay in an amount equal to the greater of: (i) commissions payable on the day of the General Holiday; and (ii) commissions earned by the Sales Representative in the preceding calendar year divided by the total of the number of working days in that preceding calendar year less

the number of non-publishing General Holidays that would otherwise be working days for the Sales Representative during that preceding calendar year;

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

(f) For the purpose of determining an Account Executive's daily rate, the Company shall calculate an amount equal to the commissions earned by the Account Executive in the preceding calendar year divided by the total of the number of working days in that preceding calendar year.

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

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

(i) Increases in annual budget targets for the Community News Department shall not exceed the department's overall budget increase in ROP and Inserts as established with the Board of Directors of FP Newspapers for each fiscal year, but in any event no more than fifteen (15) percent. The Company shall provide the Union with the budget increase no later than Dec. 31 of each year.

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

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

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

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

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

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

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

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

## **2. Wages and Draw**

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

### **(a) Draw Payment**

The Draw payment may be altered through mutual agreement between the Account Executive and the Company with respect to the monthly draw payment.

The draw payment will be \$1,250 under this article except as may be amended in this article.

Article 2 (c) shall continue to apply to account executives with less than one (1) year sales experience with the Company.

### **(b) Commission Catch-Up Payment**

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

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

## **COMMUNITY NEWS ADVERTISING WAGE RATES**

### Inside Sales Representative/Reception

	<u>July 1/13</u>	<u>July 1/14</u>	<u>July 1/15</u>	<u>July 1/16</u>	<u>July 1/17</u>
Start.....	\$494.40	\$496.87	\$499.35	\$501.85	\$509.38
1st Year.....	543.85	546.57	549.30	552.05	560.33
2nd Year.....	593.29	596.26	599.24	602.24	611.27
3rd Year.....	637.23	640.42	643.62	646.84	656.54

### Sales Coordinator

Start.....	549.33	552.08	554.84	557.61	565.97
1st Year.....	604.26	607.28	610.32	613.37	622.57
2nd Year.....	659.19	662.49	665.80	669.13	679.17
3rd Year.....	714.14	717.71	721.30	724.91	735.78

LETTER OF UNDERSTANDING - CNA-1

BETWEEN

WINNIPEG FREE PRESS

AND

CEP Local 191

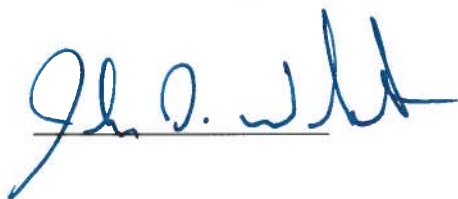
Collective Agreement July 1, 2013 to June 30, 2018

Re: Advertising and Community News Advertising

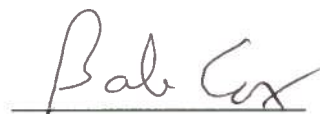
It is understood and agreed that Advertising employees will not be compensated in any way that results in duplication of commissions for accounts, advertising or revenues related to Community News. Community News Advertising employees will not be compensated in any way that results in duplication of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

SIGNED ON THIS 8<sup>th</sup> DAY OF MAY, 2013

FOR THE UNION

A handwritten signature in blue ink, appearing to read "J. O. White", written over a horizontal line.

FOR THE COMPANY

A handwritten signature in blue ink, appearing to read "Bob Cox", written over a horizontal line.



"Without Prejudice"

LETTER OF UNDERSTANDING

BETWEEN

CANSTAR COMMUNITY NEWS

(the "Company")

AND

LOCAL 191 OF THE COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA

(the "Union")

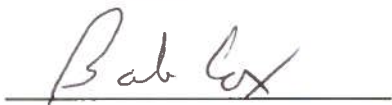
Re: UPTOWN ADVERTISING SALES AGREEMENT FOR CANSTAR ACCOUNT EXECUTIVES

Effective October 25, 2012, the Company and the Union agree that the new Winnipeg Free Press section titled *Uptown* which replaces the existing *Winnipeg Free Press* TAB section, as well as the Thursday Arts and Life section, and the Canstar publication *Uptown Magazine*, which has ceased publication, will allow for the following conditions:

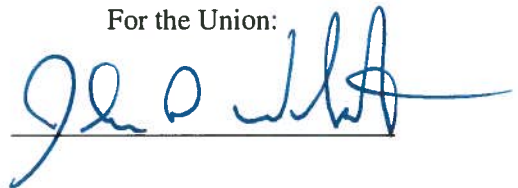
- a) Any client account that was running advertising in the Uptown Magazine prior to October 25, 2012 will be, without prejudice, eligible for the Canstar Account Executive to sell into the new Uptown product providing that client account does not conflict with an existing client account under a Winnipeg Free Press Sales Representative account list. In the event of a conflict the account shall remain with the Free Press Outside Display Sales Rep. Any revenue shortfall caused by the Uptown Magazine closing or because of a conflict of accounts as referenced in a) will not unfairly affect the Canstar reps monthly target. This clause is in accordance with Letter of Understanding CNA-1 in the Community News Section of the Collective Agreement.
- b) Subject to paragraph (a), for any advertising sales into the new Uptown section after October 25, 2012, the Canstar Account Executive will receive his/her normal commission on the advertising sale, but must process it by completing the sales exception form with proper signing authority.
- c) Uptown advertising sales will not roll up into the Canstar revenues for bonus calculations and the Canstar Account Executives will only earn their regular commission for each satisfactory and authorized transaction.
- d) Other than specifically provided for in this letter, Canstar reps shall not be allowed to sell into any other *Winnipeg Free Press* product.

Dated this 8<sup>th</sup> day of May 2013, at the City of Winnipeg, in the Province of Manitoba.

For the Company:



For the Union:



April 8, 2013

**COMMUNITY NEWS ACCOUNT EXECUTIVES BONUS & INCENTIVE PLAN**

Monthly:

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

**A) LOCAL BROKERED WORK**

<b>% of Budget</b>	<b>Bonus Paid</b>
100%	10% of monthly commission, upon achieving budget
Above 100%	12% commission on all sales above 100% (no ceiling), i.e., 8% plus an additional 4%
New Business	12% commissions (i.e., 8% plus an additional 4%) on all NEW BUSINESS for the first 6 months. New business constitutes clients that have not run ads with the Canstar papers over the past 18 months. After 6 months, the commission reverts to 8%

**B) NATIONAL BROKERED WORK**

<b>% of Budget</b>	<b>Bonus Paid</b>
100%	10% of monthly commission, upon achieving budget
Above 100%	6.5% commission on all sales above 100% (no ceiling), i.e., 2.5% plus an additional 4%
New Business	6.5% commissions (i.e., 2.5% plus an additional 4%) on all NEW BUSINESS for the first 6 months. New business constitutes clients that have not run ads with the Canstar papers over the past 18 months. After 6 months, the commission reverts to 2.5%

Quarterly:

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

Annual:

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

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

July 1, 2013

**INSIDE SALES REPRESENTATIVE BONUS & INCENTIVE PLAN**

Inside Sales Reps are required to perform both inbound and outbound inside sales calls.

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

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

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

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

This collective agreement shall be in effect as herein described from July 1, 2013 to June 30, 2018.

SIGNED BY THE PARTIES THIS 8<sup>th</sup> DAY OF MAY, 2013.

FOR THE UNION

FOR THE COMPANY

