

CASE NO. 464/99/LRA

FIRST COLLECTIVE AGREEMENT

BETWEEN: WINNIPEG FREE PRESS,

HEREINAFTER called the “**Employer**” in the First Part,

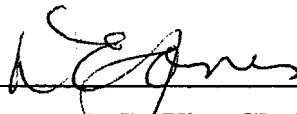
-and-

**MEDIA UNION OF MANITOBA, LOCAL 191 OF THE
COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF
CANADA,**

HEREINAFTER called the “**Union**” in the Second Part

This agreement imposed upon the parties
by the Manitoba Labour Board, this day
of September, 1999.

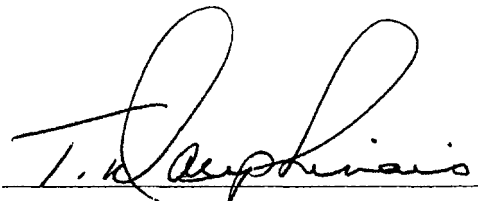
Signed on behalf of the Manitoba Labour
Board by



D.E. Jones, Q.C., Vice-Chairperson



C. Johnston, Board Member



T. Dauphinais, Board Member

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ARTICLE 1 - JURISDICTION

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

ARTICLE 2 - INTERPRETATION

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

ARTICLE 3 - EFFECTIVE DATE OF AGREEMENT

- a) This Agreement shall be for a period of one (1) year commencing from the date on which the Board imposed the term and condition of this Agreement upon the parties.
- b) Any changes deemed necessary in this Agreement may be made by mutual agreement of both parties during the existence of this Agreement.
- c) Either party desiring to propose changes or amendments to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to termination date, submit a copy of the proposed changes to the other party.
- d) Within ten (10) working days after receipt of such notice or such time as may be mutually agreed upon, the other party is required to enter into negotiations for renewal or revision of the Agreement.

ARTICLE 4 - UNION SECURITY

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

ARTICLE 5 - INFORMATION

- a) The Employer shall supply the Union with the following information for each new person in the unit:
 - i) Name, address
 - ii) Date of commencement of employment
 - iii) Copy of carrier agreement or applicable document.

- b) The Employer shall notify the Union in writing monthly of resignations, retirements, deaths or any other terminations and other revisions in the data listed in (a) above and the effective dates.

ARTICLE 6 - DUES CHECKOFF

The Employer shall deduct monthly from the income of each person in the bargaining unit covered by this Agreement an amount equal to the monthly Union membership dues, initiation fees or assessments, levied in accordance with the Union's constitution and bylaws and shall forward the sums so deducted, together with a list of the names and addresses and classifications of persons in the unit from whose income the deductions have been made, to the Union on the 15th day of each and every month.

ARTICLE 7- UNION REPRESENTATION

- a) Although non-persons in the unit are not permitted in the non-public areas of the building or the depots without the Employer's authorization, in the case of recognized union representatives, these authorizations will not be unreasonably withheld.
- b) The Employer recognizes the chapel chairpersons and assistant chapel chairpersons to be the Union's representative in each depot covered by this Agreement.
- c) Such Union representatives shall not be disciplined or interfered with for acting on behalf of the members in attempting to resolve disputes or any actions involving the interpretation, application or alleged violations of the Agreement, when such matters cannot normally be handled outside working hours.
- d) A person in the unit may be accompanied by a union representative in any disciplinary meeting with management that involves a letter of warning, suspension or dismissal.

ARTICLE 8 - PROBATIONARY PERIOD

- a) New persons in the unit shall be considered probationary persons in the unit for their first sixty-five (65) working days of employment and their progress will be reviewed on a regular basis. Termination of employment during or at the end of their probationary period shall be considered just cause and, subject to the Human Rights Act of Manitoba, shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 8 - PROBATIONARY PERIOD (Continued)

- b) Upon the successful completion of the probationary period the person's in the unit length of continuous service shall be calculated from the date of original hiring.

ARTICLE 9 - GRIEVANCE PROCEDURE

- a) Any grievance of a person in the unit must be submitted to the chapel chairperson or staff representative within fifteen (15) working days of its first coming to the attention of the affected party.
- b) A grievance must first be brought to the attention of the Union chapel chairperson who will attempt to resolve the dispute with the department head within seventy-two (72) hours.
- c) If the grievance cannot be resolved within the specified time it shall be submitted to the Joint Standing Committee.
- d) A standing committee of two representatives of the Employer, and a like committee of two representing the Union, shall be appointed; the committee representing the Union shall be selected by the Union, and in the case of vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his/her place.
- e) This committee shall meet within five (5) days to deal with all disputes which may arise as to the compensation herein provided, the construction to be placed upon any clause of the Agreement, or alleged violations thereof, which cannot be settled otherwise, and such joint committee shall meet, at a time mutually

ARTICLE 9 - GRIEVANCE PROCEDURE (Continued)

satisfactory to the parties, when any questions of difference shall have been referred to it for decision by the executive officers of either party to this Agreement and if a majority decision is reached by the joint standing committee it shall be binding upon both parties.

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

- g) There will be a list of three (3) arbitrators as follows:
- 1) J.M. Chapman
 - 2) Paul Teskey
 - 3) Bill Hamilton

ARTICLE 10 - LAYOFF AND RECALL

- a) When it becomes necessary to reduce the work force the Employer shall determine in which depot the reduction is required and which routes will be affected and will so advise the Union a least ten (10) days prior to any such reduction. Any affected persons in the unit shall have the option of displacing the most junior person in the unit or persons in the unit employed within the depot in order to maintain a route.

- b) Should there be an increase in the work force the displaced senior person in the unit shall first have the opportunity of returning to a route. The persons in the unit laid off shall then, if available, be reinstated in the reverse order in which they were laid off, providing such recall occurs within twelve (12) months of the layoff. Such recall notice shall be by registered letter to the last known address of the person filed with the Employer. A copy of all recall notices will be sent to the Union. The person recalled must, on receipt of the recall notice, notify the Employer 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 Employer. A person in the unit who refuses recall to the position he/she was laid off from, or a comparable position, will lose all seniority rights.

ARTICLE 11 - NO DISCRIMINATION

- a) The Employer and the Union agree that there will be no discrimination because of race, nationality, religion, colour, sex, age, sexual preference, marital status, physical handicap, ethnic or national origin, political beliefs or family status or any other grounds set out in the Human Rights Code.

ARTICLE 11 - NO DISCRIMINATION (Continued)

- b) In the event any person in the unit or the Union initiates an action under the Manitoba Human Rights Act, the Employer shall be relieved of any obligation to process a grievance on that matter under this section.

- c) Persons in the unit are free to participate in Union activities in accordance with the Manitoba Labour Relations Act.

- d) The Employer and the Union agree to abide by the following harassment policy:

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

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

If any person in the unit feels that he/she has been abused by another person in the unit, then a confidential discussion may be held with the department head of the upset person in the unit, or directly with the Publisher. The matter will

ARTICLE 11 - NO DISCRIMINATION (Continued)

be fully investigated on a confidential basis, and all parties to the complaint will be advised of what the decision is.

ARTICLE 12 - DISCIPLINE

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

ARTICLE 13 - NEW EQUIPMENT AND TRAINING

- a) The Employer shall provide, at the Employer's expense, the normal supplies required to perform the persons' in the unit job, including, but not limited to, collection cards, collection envelopes, plastic newspaper bags, elastic bands and punches.

- b) Coincidental with the decision to purchase new equipment which will alter the work procedures of any person's in the unit job, the Employer will notify the Union in writing.

ARTICLE 14 - BULLETIN BOARD

The Employer shall provide a bulletin board in all depots for the exclusive use of the Union.

ARTICLE 15 - JOB POSTING

The Employer will post on each depot bulletin board notice of openings for employment within the Winnipeg Free Press for positions which are outside this unit as described in Certificate No. MLB-5394 for a period of five (5) working days before the position is permanently filled. Such posted notice shall contain the compensation rate and such other information which may be of assistance to persons in the unit considering applying for the position. Current persons in the unit may apply in writing and shall receive first consideration, prior to outside applicants, for all openings, and their applications will be reviewed. Persons in the unit with the necessary qualifications who are not selected for the position may request an explanation of the Employer's decisions and suggestions, if any, about how to improve his or her chances for future consideration.

ARTICLE 16 - MATERNITY AND PARENTAL LEAVE

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

ARTICLE 17- JURY DUTY

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

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

ARTICLE 18 - RIGHTS OF THE PUBLISHER

- a) Where it does not contravene the provisions of this collective agreement, the Union acknowledges that the Publisher's function is to manage the enterprise in which they are engaged as efficiently as possible. Maintenance of order, discipline and efficiency of the staff, the direction of the working force, the right to plan, direct and control operations, the right to make reasonable rules and regulations and to require observation of them by persons in the unit 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 Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

ARTICLE 19 - MERIT INCREASE

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

ARTICLE 20 - SENIORITY

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

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

ARTICLE 21- BENEFITS

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

ARTICLE 22 - LABOUR MANAGEMENT COMMITTEE

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

ARTICLE 22 - LABOUR MANAGEMENT COMMITTEE (Continued)

under the terms of this Agreement. The Employer agrees to consult the Union in all matters and policies which affect the members of the Union.

ARTICLE 23 - ROUTES

- a) Persons in the unit will be given an opportunity to increase the size or makeup of their routes, such as including houses, apartment buildings and businesses in a single route, subject to the seniority provision of the collective agreement and subject to reasonable business provisions.

- b) When a vacant route occurs in any one of the depots, such vacant route shall be posted in the depot in which the vacancy occurs for a period of at least three (3) working days.

- c) Persons in the unit shall not be disciplined by the Employer in the event that late delivery of the product to the depot prevents those persons in the unit with work-related conflicts from performing or completing their assigned routes.

ARTICLE 24 - CARRIER REPLACEMENTS

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

ARTICLE 25 - COMPENSATION

Compensation is currently based on a formula which takes into account the profit formula, kilometer allowance, route bonus, and \$7.00 per hour predicted rate of pay ("the current formula"). Compensation for the term of this

ARTICLE 25 - COMPENSATION (Continued)

Collective Agreement shall continue to be based on said current formula and shall be modified by the parties to establish a minimum rate of \$7.35 per hour rate of pay for each person in the unit. Any person in the unit currently employed whose rate of pay exceeds \$7.35 per hour shall continue to be paid the higher rate during the term of this Collective Agreement.

ARTICLE 26 - HEALTH AND SAFETY

The Employer and the persons in the unit shall be subject to the relevant provisions of The Workplace Safety and Health Act, as it may be amended from time to time.

ARTICLE 27 - GENERAL HOLIDAYS

- a) The following days shall be recognized as general holidays:
- | | |
|-----------------|----------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | August Civic Holiday |
| Remembrance Day | |
- b) All persons in the unit shall be compensated at their regular rate when not required to report on the above-named holidays.

ARTICLE 28 - DELIVERY REPRESENTATIVE AGREEMENT

Those provisions of the "Delivery Representative Agreement with the Winnipeg Free Press" (a copy of the Delivery Representative Agreement is attached hereto as Schedule "B") which do not conflict with any of the

ARTICLE 28 - DELIVERY REPRESENTATIVE AGREEMENT (Continued)

provisions of this Collective Agreement shall continue in full force and effect. In the event of any conflict between the said Delivery Representative Agreement and the terms and conditions of this Collective Agreement, the terms and conditions of this Collective Agreement shall apply.

SCHEDULE "A" - BENEFITS

Life Insurance	\$20,000
Accidental Death	\$20,000
Double Dismemberment	\$40,000
Single Dismemberment	\$40,000
Quadriplegia	\$40,000
Paraplegia	\$40,000
Hemiplegia	\$40,000
Double Indemnity	\$40,000
Permanent Total Disability	\$40,000
Accident Disability Benefit	90% of earnings up to \$250.00 per week, 52 week maximum*
Accident Hospital Expense Benefit	Semi-private
Accident Injured Tooth	U/C - \$750
Add. Accident Expense Benefit	\$250
Acc. Prosthetic Appliance Exp. Benefit	\$3,500
Accident Rehabilitation Expense Benefit	\$10,000 -
Repatriation Benefit	\$4,000
Physician Validation Expense Benefit	\$50
Dread Disease Benefit	\$4,000 -
Substitutes	Covered on-route
Sponsored Trips	\$7,500
Fracture Schedule	\$15 to \$300

* 7 day waiting period

SCHEDULE "B"

DELIVERY REPRESENTATIVE AGREEMENT
WITH THE WINNIPEG FREE PRESS
a division of F.P. Newspapers Division of Thomson Canada Limited.

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

DISTRICT a..... [] Outside Perimeter
(exception St. Nelson)

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

I futher agree to the following conditions:

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

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

Delivery Representative Signature:

Address:

Postal Code:* Telephone.....

Date: Accepted by.....

white-office

Yellow-Delivery Representative

(District Manager)

Pink -District Manager