

COLLECTIVE AGREEMENT

Between

Winnipeg Free Press

HEREAFTER called the “Company” in the First Part,

AND

Media Union of Manitoba
LOCAL 191 (Carriers)

HEREAFTER called the “Union” in the Second Part

October 1, 2002 to September 30, 2005

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ARTICLE 1 - JURISDICTION

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

ARTICLE 2 - INTERPRETATION

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

ARTICLE 3 - EFFECTIVE DATE OF AGREEMENT

This Agreement made and entered into this day of 2003, and between the Winnipeg Free Press (hereinafter referred to as the “Company”) through its authorized representatives and the Media Union of Manitoba No. 191 (hereinafter referred to as the “Union”) by its officers or a committee duly authorized to act on its behalf, shall be effective beginning October 1, 2002 and shall end on September 30, 2005. Written notice of desire to terminate or amend the Agreement shall be given by either party at least 90 days prior to the expiration of the contract. If an agreement has not been reached by the date upon which this contract expires, the terms and conditions of the expired Agreement shall be maintained until a new Agreement is reached or action is authorized by the Union or by the Company signatory hereto.

ARTICLE 4 - UNION SECURITY

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

All carriers hired after the date of this Agreement shall become and remain members of the Union as a condition of employment. The Company will inform new carriers of the requirements of this section.

ARTICLE 5 - INFORMATION

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

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

ARTICLE 6 - DUES CHECKOFF

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

ARTICLE 7 - UNION REPRESENTATION

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

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

ARTICLE 8 - PROBATIONARY PERIOD

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

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

ARTICLE 9 - GRIEVANCE PROCEDURES

- a) Any grievance of a carrier must be submitted to the chapel chairperson or staff representative within fifteen (15) working days of its first coming to the attention of the affected party.
- b) A grievance must first be brought to the attention of the Union chapel chairperson who will attempt to resolve the dispute with the designated manager within seventy-two (72) hours.

- c) If the grievance cannot be resolved within the specified time it shall be submitted to the Joint Standing Committee.
- d) A standing committee of two representatives of the Company, and a like committee of two representing the Union, shall be appointed; the committee representing the Union shall be selected by the Union, and in the case of vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his/her place.
- e) This committee shall meet within five (5) days to deal with all disputes which may arise as to the compensation herein provided, the construction to be placed upon any clause of the Agreement, or alleged violations thereof, which cannot be settled otherwise, and such joint committee shall meet, at a time mutually satisfactory to the parties, when any questions of difference shall have been referred to it for decision by the executive officers of either party to this Agreement and if a majority decision is reached by the joint standing committee it shall be binding upon both parties.
- f) Should the joint committee be unable to agree, then either party may refer the matter to arbitration within fifteen (15) days. The parties agree to use a sole arbitrator. The following persons will be called upon, on a rotation basis commencing with the first person on the list, who shall then serve at the first arbitration. Thereafter, for each successive arbitration, the person on the list immediately following the last person to have served as arbitrator shall then be called upon to serve. In the event the person requested to serve as arbitrator is unavailable, the next person on the list will be requested to serve. The arbitrator shall conduct the hearing within twenty (20) days from the date on which either party requested arbitration. Within ten (10) days of completion of hearings the arbitrator shall render his/her decision. The arbitrator's decision shall be final and binding on both parties. However, in no event shall the arbitrator have the power to alter or amend this agreement in any respect. Wherever stipulated time is

mentioned in this section, the said time may be extended by mutual consent of the parties or their representatives. The cost of the arbitrator shall be borne equally by the parties.

- g) There will be a list of three (3) arbitrators as follows:
 - 1) Blair Graham
 - 2) Paul Teskey
 - 3) Bill Hamilton
 - 4) Arnie Peltz

ARTICLE 10 - LAYOFF AND RECALL

- a) When it becomes necessary to reduce the work force the Company shall determine in which depot the reduction is required and which routes will be affected and will so advise the Union at least ten (10) days prior to any such reduction. Any affected carriers shall have the option of displacing the most junior carrier or carriers employed within the depot in order to maintain a route.
- b) Should there be an increase in the work force the displaced senior carrier shall first have the opportunity of returning to a route. The carriers laid off shall then, if available, be reinstated in the reverse order in which they were laid off, providing such recall occurs within twelve (12) months of the layoff. Such recall notice shall be by registered letter to the last known address of the carrier filed with the Company. A copy of all recall notices will be sent to the Union. The carrier recalled must, on receipt of the recall notice, notify the Company of his/her intention to return to work and must return to work within ten (10) working days of the mailing of the recall or make alternative arrangements satisfactory to the Company. A carrier who refuses recall to the position he/she was laid off from, or a comparable position, will lose all seniority rights.

ARTICLE 11 - NO DISCRIMINATION

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

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

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

If any carrier feels that he/she has been abused by another carrier, then a confidential discussion may be held with the department head of the upset carrier, or directly with the Publisher. This matter will be fully investigated on a

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

ARTICLE 12 - DISCIPLINE

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

ARTICLE 13 - NEW EQUIPMENT AND TRAINING

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

ARTICLE 14 - BULLETIN BOARD

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

ARTICLE 15 - JOB POSTING

The Company will post on each depot bulletin board notice of openings for employment within the Winnipeg Free Press for positions which are outside this unit as described in Certificate No. MLB-5394 for a period of five (5) working days

before the position is permanently filled. Such posted notice shall contain the compensation rate and such other information which may be of assistance to carriers considering applying for the position. Current carriers may apply in writing and shall receive first consideration, prior to outside applicants, for all openings, and their applications will be reviewed. Carriers with the necessary qualifications who are not selected for the position may request an explanation of the Company's decisions and suggestions, if any, about how to improve his or her chances for future consideration.

ARTICLE 16 - MATERNITY AND PARENTAL LEAVE

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

ARTICLE 17 - JURY DUTY

- a) Any carrier required to serve on or appear for jury duty or as a crown witness shall be excused from the total shift for any day on which they are required to report for court.
- b) The carrier shall receive from the Company the difference between jury or witness pay and the compensation that the carrier would have received had they not been required to attend court.

ARTICLE 18 - RIGHTS OF THE PUBLISHER

- a) Where it does not contravene the provisions of this collective agreement, the Union acknowledges that the Publisher's function is to manage the enterprise in which they are engaged as efficiently as possible. Maintenance of order, discipline and efficiency of the staff, the direction of the working force, the right to plan, direct

and control operations, the right to make reasonable rules and regulations and to require observation of them by carriers is the Publisher's prerogative. The determination of competency, the product or products, the schedule of production and methods, processes and means of production are entirely within the sphere of the Publisher. Any enumeration of the Publisher's rights shall not be deemed to exclude other normal functions of the Publisher and the Publisher therefore retains all rights not otherwise specifically set forth in the agreement.

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

ARTICLE 19 - MERIT INCREASE

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

ARTICLE 20 - SENIORITY

- a) Seniority of carriers as used in this Agreement means continuous length of service with the Company. Employment shall be deemed continuous unless interrupted by a) dismissal for just and sufficient cause; b) dismissal to reduce the work force; c) resignation; d) retirement. Senior carriers shall have first choice of use of the carrier replacement system and first choice of vacant or open routes, on the understanding that carriers shall maintain routes in one depot area only.
- b) Seniority lists shall be provided to the Union on January 1st of each year, and within thirty (30) days of receiving the notice of intent to bargain. In the event the depots are restructured or combined, a new seniority list shall be established and provided to the union within thirty (30) days.

ARTICLE 21 - BENEFITS

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

ARTICLE 22 - LABOUR MANAGEMENT COMMITTEE

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

ARTICLE 23 - ROUTES

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

- b) When a vacant route occurs or a new route is created at any one of the depots, the vacant or new route shall be posted in the depot in which the vacancy occurs for a period of at least three (3) working days. The posting shall include the following information: size of route, kilometer allowance, route allowance and the bonus being offered at the time of posting, if any. A new route is not created when it changes as a result of any form or reorganization, realignment or an extension of a current route.

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

ARTICLE 24 - CARRIER REPLACEMENTS

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

ARTICLE 25 - COMPENSATION

- a) The “bonus rate per hour allowance” currently paid per route shall remain fixed for the term of the agreement. The route bonus paid to current carriers shall remain frozen for the term of the contract but can be re-evaluated when a carrier leaves his or her route.

- b) Basic Delivery Allowance:

(i)	Effective October 1, 2002:	
	Daily & Sunday newspaper	\$.1225 per paper
	Saturday delivery	\$.2125 per paper
(ii)	Effective October 1, 2003:	
	Daily & Sunday newspaper	\$.1275 per paper
	Saturday delivery	\$.2175 per paper
(iii)	Effective October 1, 2004:	
	Daily & Sunday newspaper	\$.1325 per paper
	Saturday delivery	\$.2225 per paper

- c) Inserts

(i)	Inserts (each)	\$.005
(ii)	On-route:	
	Newspaper section	\$.055
	Magazines/Catalogues	\$.045
	Promotional Material	\$.05

d) Collection Compensation

(i) As the collection from subscribers is an integral part of the delivery of the newspaper, it is considered that a carrier collect is compensated for in the normal compensation for the route. However, when a paid-to-office collection is required, the carrier shall make such collection from a subscriber's household and receive a payment of \$1.50 upon collection.

(ii) Payment on behalf of the Customer

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

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

e) Delivery of Sample Newspapers

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

f) Kilometer Allowance

The allowance for route kilometers will be as follows:

Effective October 1, 2002 - \$.26 per km.
Effective October 1, 2003 - \$.28 per km.
Effective October 1, 2004 - \$.29 per km.

ARTICLE 26 - HEALTH AND SAFETY

The Company and the carriers 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	Remembrance Day
Canada Day	Christmas Day
August Civic Holiday	Boxing Day

b) All carriers shall be compensated at their regular rate when not required to report on the above-named holidays.

c) A carrier who works on a general holiday shall be paid not less than his or her regular compensation for the day, and, in addition, general holiday pay at the rate of one and one-half times his or her regular compensation for the day of the holiday.

ARTICLE 28 - DELIVERY REPRESENTATIVE AGREEMENT

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

ARTICLE 29 – CARRIER REPLACEMENTS & CHARGE BACKS

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

ARTICLE 30 – REPLACEMENT ALLOWANCE

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

LETTER OF UNDERSTANDING – 1

BETWEEN

WINNIPEG FREE PRESS

AND

MEDIA UNION OF MANITOBA NO. 191 (Carrier Bargaining Unit)

Re: Collective Agreement October 1, 2002 to September 30, 2005
Bereavement Leave

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

SIGNED ON THIS DAY OF , 2003.

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING – 2

BETWEEN

WINNIPEG FREE PRESS

AND

MEDIA UNION OF MANITOBA
LOCAL 191

Re: Collective Agreement
October 1, 2002 to September 30, 2005

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

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

The Company agrees to submit to the CEP Humanity Fund an amount equal to _____ for each invoice period by all employees in the bargaining unit. However, for the purpose of deduction from the company’s payroll the union will set a nominal monthly amount to be deducted from employees and remitted to the union.

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

The Union will provide a letter on quarterly remittance.

SIGNED ON THIS _____ DAY OF _____, 2003.

FOR THE UNION

FOR THE COMPANY

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
Additional Accident Expense Benefit	\$250
Accident Prosthetic Appliance Expense 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

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

DISTRICT Outside Perimeter
(exception St. Norbert)

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

I further agree to the following conditions:

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

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

Delivery Representative Signature:

Address:

Postal Code: Telephone:

Date: Accepted by:

(District Manager)

White – Office

Yellow – Delivery Representative

Pink – District Manager

This collective agreement shall be in effect as herein described from October 1, 2002 to September 30, 2005.

SIGNED ON THIS DAY OF , 2003.

FOR THE UNION

FOR THE COMPANY
