CONTRACT

between

Minnesota Newspaper and Communications Guild

CWA Local 37002

and

Seven Corners Printing Co.

September 1, 2009 through August 31, 2015
CONTRACT

This Agreement is made and entered into November 1, 2012, between Seven Corners Printing Co. (“Employer”) and the Minnesota Newspaper and Communication Guild, CWA 37002 (“Union”).

WITNESSETH THAT:

RECOGNITION

1. The Employer hereby recognizes the Union as the exclusive bargaining representative of all employees covered by this Agreement. The words “employee” and “employees” when used in this Agreement apply to all journeypersons, apprentices and typographical assistants. All work within the jurisdiction of the Union shall be performed by journeypersons, apprentices and typographical assistants. Apprentices may be employed only in accordance with the ratio of apprentices to journeypersons provided for elsewhere in this Agreement.

2. All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of continued employment. All present employees who are member of the Union, and all employees who are hired hereafter, shall, on and after the thirtieth (30th) day following the effective or execution date of the Agreement or on and after the thirtieth (30th) day following the beginning of their employment, whichever is the later, become and remain members in good standing to the Union as a condition of continued employment. Employees who pay an amount equivalent to the Union’s initiation fees and dues relating to the Union’s representational function shall be deemed to have satisfied the membership in good standing obligation.

TERM OF CONTRACT

1. The Employer and Union agree that the provisions herein contained shall be operative from September 1, 2009 through August 31, 2015.

2. If either party wishes to propose an amendment to this Agreement or a new contract to take the place of this one upon its expiration date they shall notify the other party in writing at least sixty (60) days prior to expiration of the contract. Failure to give such notice, however, shall not be construed as extending this contract beyond its expiration date.

JURISDICTION

1. Jurisdiction of the Union and the appropriate unit for collective bargaining is defined as including all composing room work covered by this contract, and includes classifications such as: all hot metal prepress work; Markup; typesetting machine operators; makeup persons; past makeup persons; proofreaders; machinists for typesetting machines; operators and machinists on all mechanical and electronic
devices which cast or compose type, slugs, film or paper; Dycril and rubber plate makers; operators of all phototypesetting or photocomposing machines, and employees engaged in proofing, waxing and paste makeup with reproduction proofs; operation of cameras when used as part of the paste makeup; processing the product of phototypesetting machines, including developing, waxing, paste makeup of all type, hand lettered, illustrative, border and decorative material constituting a part of the copy; ruling; photoproofing; correction, alteration and imposition of the paste makeup serving as the completed copy for the camera used in the platemaking process. Paste makeup for the camera as used in this paragraph includes all Photostats and positive proofs of illustrations (such as Velox) where positive proofs can be supplied without sacrifice of quality or duplication of effort. The Employer shall not enter into a contract with any other union covering work as described above, especially no contract using the word “stripping” to cover any of the work above mentioned. It is understood that the repair of equipment may be subcontracted.

2. In the event the Chapel Chair has reason to believe the jurisdiction of the Union is being violated in the processing of a particular job, he will have the cooperation of the foreman in checking the possible violation of this section.

3. Upon installation of new phototypesetting, photocomposing or paste-makeup processes, the Employer agrees that the resulting paste-makeup work and all other composing room work in said processes will be performed by employees covered by and working under the terms and conditions established by this contract.

OUTSIDE INPUT

1. The Employer and the Union agree that in order to add work in total or in part into the Employer’s plant at competitive prices it is necessary to adopt or continue the concept of accepting outside prepared input material such as OCR input, paper tape and magnetic tape, floppy disks, and telecommunications.

2. It is agreed that the following will constitute the understanding as to which tape or other input material, not produced by employees covered by this Agreement, as of the effective date of this Agreement will be accepted for further processing:

   (a) When such tape or other input material is produced under terms of a CWA Sector-approved contract.

   (b) When such tape or other input material is presently being accepted by any other composing room for the production of a printed product.

   (c) Where acceptance of such tape or other input material will result in the transfer of work from a plant not covered by a CWA Sector-approved contract.

   (d) Where such tape or other input material is being offered on a bid basis for typesetting to other employers.

   (e) Where acceptance of such tape or other input material is necessary to maintain workflow from an account that has installed hardware/software to do their own input.

   (f) The Employer shall be allowed the opportunity to develop additional jurisdiction department work by soliciting outside input material, which shall be to the best interest of both parties to this Agreement.
TRAINING

1. The Employer agrees to give the Union a ninety (90) day notice or notice on date of purchase, but in no case less than thirty (30) days prior to installation of any new processes or type of equipment. The Employer also agrees to meet promptly after such notice, upon request, for consideration of the training program to be followed.

2. The Employer may require all employees to accept periodic evaluation of technical progress and/or skill improvement. All employees are subject to the requirement that to Management’s satisfaction they complete reasonable additional courses or on-the-job training, if necessary, to maintain their level of competency or to move to a higher skill level.

3. The Employer agrees that upon the installation of any photo typesetting or photocomposing machines or other new processes covered in subsection 4(c) he will supply full opportunity to journeypersons and apprentices to become proficient in their operation on the following basis:
   a. First the employee must demonstrate aptitude for the class of work involved to the satisfaction of the Employer and the Union.
   b. First opportunity for retraining shall be given present employees on the basis of priority, previous related training, aptitude, and the production needs of the Company, with the understanding that any training, which is to be provided on Company time, must be related to the needs of the Employer. Employees will be required to train on equipment, as available, before and/or after their regular shift. For every hour of training during his or her regular work shift, the employees will be expected to train on their own time a like number of hours.
   c. Full opportunity is understood as a period of retraining under the mutual responsibility of the Employer and the Union. The Employer agrees that he will support the employee through the retraining process, and the Union agrees to supply partially trained journeypersons and/or apprentices for the purpose of retraining. It is agreed that expenses related to any vocational-technical school training shall be paid from available funds from the jointly trusteed educational fund if approved by the Joint Apprenticeship Committee.
   d. Any employee who does not feel that he or she is being given appropriate retraining (as otherwise defined in the contract) shall promptly refer the matter to the Chapel Chair and the immediate supervisor. If the problem is not resolved, either the Chapel Chair or the Company can request a meeting involving management representatives and the Union representatives for further analysis and resolution.

MISCELLANEOUS WORK RULES

1. In shops where departments are recognized a journeyperson declared incompetent in one department shall not be denied the privilege of seeking
employment in another department, nor be barred for incompetency while there is work in another department such journeyperson is competent to perform.

2. Journeypersons transferred to a class of work upon which they do not claim competency shall not be discharged for incompetency.

3. The final decision as to qualifications, competency or incompetency shall be by the foreman or his/her designee.

4. Local Union shall establish a system for registering and recording priority standing of journeymen in all chapels, which shall be conspicuously posted or kept in a place within the chapel accessible to journeypersons at all times. The priority standing of a journeyperson shall stand as recorded.

5. A journeyperson with established priority in an office may work for the same firm performing work other than work within the jurisdiction of the Union without loss of priority in the Composing room.

6. Foremen are not subject to the preferred shifts or starting time provisions of the contract.

UNION AND CHAPEL RULES

1. Nothing contained herein shall be construed to interfere in any way with the creation or operation of any rules not in conflict with law or this Agreement by any chapel or by the Union for the conduct of its own affairs. Provided, however, that no chapel rules will be promulgated or used to interfere in any way with the Employer’s business subject to the terms and provisions of this Agreement of other management rules, practices or procedures not in conflict with this Agreement.

2. The Employer agrees to respect and observe all regulations governing the posting and cancellation of overtime as have been adopted by the Union and as are in effect on the date of the execution of this Agreement to be applicable to all employees covered by this Agreement. Any differences of opinion that might arise between the parties over the application and enforcement of such provisions shall be subject to the grievance procedures provided for elsewhere in this Agreement.

STRUCK WORK

1. The Employer agrees not to require employees to execute any work received from or destined for another employer whose employees are locked out or on a strike authorized by the CWA under circumstances which make the Employer an ally of such other employer, and such work shall not be within the scope of the employment of employees covered by this Agreement.

2. No employee covered by this contract shall be required to cross a picket line established by a union which the Employer is required to recognize and only that picket line is a lawful strike sanctioned by the local union and the International Union

EMPLOYMENT, DISCHARGE, PRIORITY

1. The operation, authority, and control of the composing room shall be vested exclusively in the office through its representative, the foreman, who shall be a
member of the Union. In the absence of the foreman, his/her designee shall so function. Assistants may be designated to direct the work.

2. The foreman may discharge or otherwise discipline employees for just cause. Just cause includes incompetency, neglect of duty, violation of Company rules not in conflict with the terms of this contract, or other serious infraction of the normal employer/employee relationship.

3. New employees will be on probation for ninety (90) shifts, during which time they may be discharged for any reason whatsoever and without recourse.

4. Upon demand the foreman shall give the reason for discharge in writing within 72 hours. This section shall apply to incoming as well as outgoing foremen.

5. The foreman may layoff to decrease the force. When layoffs occur, the decrease in force shall be determined within the class of work within which the reduction is required. When the Employer becomes aware of a pending temporary layoff, he will notify affected employees no later than the first two (2) hours of the last work shift. The employee with the least priority standing engaged in such class of work shall be laid off first. Such employee, however, may claim any other work he or she is competent to perform which is being performed by an employee with less priority standing.

6. The foreman or his/her designee shall discuss any questions as to the competency in this area and the final decision will be by the foreman or his/her designee; provided, however, that the Union has the right to challenge and arbitrate the decision if it is arbitrary or capricious. Should there be any increase in the work force, the persons displaced by layoff shall be recalled in reverse order in which they are laid off, provided they are qualified to perform the work necessary.

7. An employee will be removed from the seniority list if she or he has performed no work for the employer for one year, or if the employee does not report for work within fifteen (15) calendar days of notification by the employer of a recall.

**STATEMENT OF INTENT**

1. It is the intent of the Employer to cooperate fully with the Union in bringing about contractually the maximum of Union security now available – or which may later be made available to the Union under the law.

2. Both parties agree that their respective rights and obligations under this contract will have been accorded by the performance and fulfillment of the terms and conditions thereof and that the complete obligation of each to the other is expressed herein.

3. It is the intent of the Union to cooperate fully with the Employer to the end that the composing room may be operated harmoniously.

**JOINT STANDING COMMITTEE**

1. Whenever any difference of opinion as to the rights of the parties under this contract shall arise, or whenever dispute as to the construction of the contract, or any of its provisions takes place, the dispute shall at once be submitted to a Joint Standing
Committee of two representatives of the Union and a like committee representing the Employer.

2. In case of a vacancy, absence, or refusal of any of such representatives to act, another shall be appointed in his place by the party in whose representation such vacancy occurs. To this committee shall be referred all questions which may arise as to the scale of wages contained herein or alleged violation of this contract and all other questions which may arise as to the scale of wages and working conditions not otherwise specifically provided, which cannot be settled otherwise, and such joint committee shall meet when any question or difference shall have been referred to it for decision by the executive officers of either party to this Agreement. It is the sense of this Agreement that the foreman and Chapel Chairman shall first attempt to resolve any dispute between the parties to this Agreement and upon their failure, for any reason, to settle the matter the parties to this agreement will attempt to resolve the dispute before referring same to the Joint Standing Committee.

3. No grievance is valid and shall be void unless it has been submitted in writing to the other party within thirty (30) calendar days from the time the grievant knew, or should have known, of its occurrence and identifies the section(s) of the contract violated.

4. Should the Joint Standing Committee be unable to resolve the grievance within twenty (20) days from the date on which the dispute was first considered by it, the grieving party hereto shall petition the Federal Mediation Service to present a list of seven (7) persons who reside within the metropolitan district of the Twin Cities and suburbs qualified to serve as neutral arbitrers. The first strike shall be determined by the toss of a coin. The loser of the toss shall make the first strike and the winner shall then strike one of the remaining six (6) names and then in turn each shall strike a name until there is one remaining unstricken name who shall then become the neutral arbiter, whose decision shall be final and binding upon all parties concerned. Each party will have the right to reject one list of Arbitrators. The Arbitrator must follow the terms of the contract and shall have no authority to add to, alter, or amend any of its provisions. The conditions prevailing prior to such dispute shall be maintained until decided.

5. The fees and expenses of a Arbitrator shall be paid one-half by the Employer and one-half by the Union.

6. Pending arbitration and decision there under, work shall be continued as usual in the office of the employing parties of this Agreement.

7. Code of Procedure: Discharge cases: A discharge case shall not be considered by the Local Joint Standing Committee until and unless the following shall have been complied with:
   a. A written grievance is filed within ten (10) working days.
   b. In case any employee is discharged, his case, if contested, shall first be heard by a conciliation committee composed of two (2) representatives of the Employer, and two (2) representatives of the Union. This hearing shall be held if possible no later than the first working day following discharge. The complainant shall be in attendance at meetings of the conciliation committee, and both parties shall have the right to present evidence at such meetings. If such case shall not be adjusted by a majority ballot of
said committee, the matter shall then be referred to the Joint Standing Committee.

c. The discharged employee need not be reinstated pending any decision. However, when an employee is reinstated by decision of Local Joint Standing Committee or the neutral arbitrator, he/she shall be compensated as required by the Local Joint Standing Committee or the Arbitrator.

**WAGE SCALE**

1. The minimum hourly wage scale for work performed by journeyperson employees covered by this contract shall be not less than as following:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Per Hour</th>
<th>Per Day</th>
<th>Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/1/07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Shift</td>
<td>$22.20</td>
<td>$155.40</td>
<td>$777.00</td>
</tr>
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<td></td>
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<tr>
<td>1/1/14</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1st Shift</td>
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<td>$156.94</td>
<td>$784.70</td>
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<tr>
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<tr>
<td>1/1/15</td>
<td></td>
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</tr>
<tr>
<td>1st Shift</td>
<td>$22.64</td>
<td>$158.48</td>
<td>$792.40</td>
</tr>
</tbody>
</table>

(Shift differential pay is 23 cents per hour for second shift; 36 cents per hour for third shift.).

a. Effective May 1, 1988 and thereafter, paid time off for each employee shall be calculated on the basis of the average straight time hours worked, or paid for, by that employee during the previous May 1 through April 30 year.

b. Employees covered by this Agreement who are receiving an hourly rate higher than the minimum hourly rate, shall receive the negotiated increase in addition thereto.

Effective 9/1/2008: Each member of the Unit shall be awarded two additional days off.

This award is permanent, annual, vested and has no deadline for use.

**HOLIDAYS**

1. Day or night work done on Sunday shall be paid for at the rate of double time. Day or night work done on New Year’s Day, Good Friday, Memorial Day, Fourth of
July, Labor Day, Thanksgiving Day, day before Christmas and Christmas Day, or days
celebrated as such, shall be paid for at the rate of two and one-half times straight time
hourly rate. When a holiday occurs during the time an employee is on vacation, an
additional day with pay will be granted in addition to vacation pay.
2. All employees with seniority will be granted one additional floating holiday
during the contract year. The particular day off with pay will be granted by mutual
agreement between the employee and the foreperson.
3. The Employer shall have the privilege of working any or all employees on such
holidays if necessary in which event payment shall be made in accordance with the
provisions of paragraph 13(a) of this section. The Employer further agrees to give
employees as much notice as possible, in view of customer requirements, before an
employee may be required to work on a holiday.
4. When the holiday falls on a Saturday (or Sunday in case of the day before
Christmas), employees eligible for holiday pay shall be given another day off with
pay at a mutually agreeable time on the Monday or Friday preceding or following the
holiday, or another day off at the option of the employee. The Employer may liquidate
the holiday by payment of a day’s pay in lieu of time off.
5. When no work is performed on the above enumerated said holidays, or days
celebrated as such, employees shall receive pay for one (1) shift of their regular
straight time hourly rate. An employee must have been on the payroll for thirty (30)
calendar days or more prior to said holiday and have worked the regularly scheduled
shift prior to and following the holiday. Absence from either or both such shifts by
mutual agreement or because of conditions beyond the employee’s control shall not
disqualify him from receiving holiday pay.
6. A employee with seniority who is on temporary layoff shall be paid for the
holiday to the same extent as if he had worked and qualified in accordance with the
above under this section, provided that the employee has worked during the week in
which the holiday is celebrated, or the week before or the week after the holiday.
7. No attempt shall be made to circumvent the intent of this clause, by laying off
the entire force on the day before or the day following the holiday.

VACATIONS

1. The term service in the local as used herein means CWA Local Union No.
37002 with regard to the geographic area served by them on the effective date of this
Agreement.
2. Any employee with less than five (5) years service in the Local working for an
employer covered by this Agreement shall receive vacation on the basis of one (1)
day for each twenty-one (21) shifts worked up to a maximum of ten (10) days.
3. Any employee with more than five (5) but less than ten (10) years service in the
Local working for any Employer covered by this Agreement shall receive vacation on
the basis of one (1) day for each fourteen (14) shifts worked up to a maximum of
fifteen (15) days.
4. In the case of employees qualified for the third (3rd) week of vacation, the
Employer may, if a manpower problem exists, grant vacation credits for the third
week in time off or in cash in lieu thereof.
5. Any employee with more than ten (10) years of service in the Local working for any Employer covered by this Agreement shall receive vacation on the basis of one (1) day for each ten (10) shifts worked up to a maximum of twenty (20) days. The fourth week of vacation can be taken one of more days at a time at any period of the year by mutual agreement between the company and employee.

6. All employees who qualify for four (4) weeks vacation shall take two (2) weeks vacation between May 1 and September 1. The remaining two (2) weeks shall be taken at any other time of the year or, upon mutual agreement between the employee and the employer, during the above-noted vacation period. Should an employee desire to take an extended vacation of more than two (2) weeks, at any time of the year, he shall notify the foreman of his intentions as much in advance as possible. The Employer agrees to cooperate in allowing such requests whenever it is reasonably possible to do so.

7. All such vacations (except the third and fourth week as outlined above) shall be taken between May 1 and September 1 except by agreement between the foreman and the employee. Employees may waive their right to the summer vacation in favor of another time of the year. Vacations must be taken within the above-named period and the days of such vacation shall be consecutive unless mutually agreed upon between the individual employee and employer.

8. The vacation schedule shall be established by management and the Chair of the Chapel by April 15. In the event of a plant vacation shutdown or when an employer arbitrarily assigns a vacation period the employees shall be notified by April 1 as to vacation dates preceding such vacation period. Where two (2) or more employees have requested conflicting days, priority shall prevail.

9. Employees who are qualified for vacations and who sever employment prior to the regular vacation period beginning May 1 shall be paid for vacation credits on the basis of shifts worked up to the time they sever such employment.

10. This shall be paid for at the employee’s regular rate of pay on the next regular pay day.

11. Shifts worked or paid for shall be counted in computing vacation credits.

12. In the event of the death of an employee, earned vacation credits shall be paid to his or her estate or spouse.

HEALTH AND WELFARE INSURANCE

1. The Employer agrees to pay an amount equivalent to 80% of the current premium due each month for health care through Health Partners or another plan chosen by the employees for employees who have completed their probationary period and are on the payroll on any of the first ten (10) days of each month, including employees on layoff, not exceeding thirty (30) calendar days from date of layoff, and employees who are sick or incapacitated, not to exceed three (3) succeeding calendar months from date of disability. This contribution will be paid to maintain the present level of benefits.

1.a. Effective September 1, 2008 the Employer shall pay Diana Thompson an amount equal to its monthly single contribution to the Employer plan in lieu of coverage under said plan. (This provision will be offered and applied similarly to any
other current or future Medicare eligible members of the bargaining Unit. In the case of a part-time employee so situated the money in lieu shall be paid on a pro-rated basis.

2. The employees will contribute an amount equivalent to 20% of the current health care premium due per month, through payroll deduction.

3. After layoff, if an employee returns to work, the health and welfare premium will be pro-rated for actual shifts worked in any calendar month subsequent to the first thirty (30) calendar days “free” month. Any returning employee who works forty (40) successive work shifts or forty (40) shifts in a sixty (60) calendar day period will qualify for coverage under the first paragraph above.

4. Health & Welfare premiums will also be pro-rated for all new employees or “extras.” New employees and “extras” will not qualify for the thirty (30) day layoff coverage or the three (3) months disability coverage until they have worked four (4) consecutive full months.

5. Contributions will not be made on behalf of the same employee for the same hours worked for more than one employer.

6. The contribution by the employee shall be handled on a payroll deduction basis. The employees and the Union agree to cooperate in providing necessary payroll authorizations to implement the payroll deduction process.

7. Payments shall be due the first day of each month thereafter and be paid not later than the 10th day of each month for the duration of this contract. Such monies shall be used for the purchase of health and wealth insurance for the employees and their dependents and such insurance shall be purchased from a carrier chosen by the employees.

**PAYROLLS**

1. Payrolls shall be computed on a weekly basis, and there shall be one (1) regular payday each week. Pay checks shall be distributed before the employee’s quitting time. When the regular payday falls on a holiday the day preceding such holiday shall be payday.

2. In cases where employees are laid off indefinitely before the regular payday, they shall be entitled to, and shall within twenty-four (24) hours receive, whatever sum may be due them.

3. No employee shall be docked for more than the time actually lost as shown by time card.
1. The work week (exclusive of time off for lunch which shall not be less than one-half hour nor more than 45 minutes) shall be five (5) consecutive days or five (5) consecutive nights of seven (7) hours each, Monday through Saturday. Nothing in this Agreement shall be construed as allowing employees to work more than the hours specified above, unless paid for as set forth in (h) below.

2. No employee shall be employed for less than a full shift except when discharged for cause or excused at his/her own request. The Employer shall not deviate from the required hours in the work day without prior consultation and agreement with the Union and the affected employee.

3. First shift, work starting at or between 7:00 a.m. and 9:30 a.m., inclusive (unless a later starting time bringing the shift ending closer to 8:00 p.m. is mutually agreed upon between the Employer and the Union); second shift, work starting at or between 9:31 a.m. and 7:59 p.m. inclusive; third shift, work starting at or between 8:00 p.m. and 6:59 a.m. inclusive.

4. Forty-eight (48) hours notice must be given before any shift change goes into effect except in an emergency such as the unexpected absence of an employee.

5. A period of at least nine hours shall elapse between the time overtime ceases and regular time begins.

6. The Union agrees that there shall be no concerted action to prevent an employee from working overtime if he so desires; provided further, the provisions of this contract relating to overtime shall apply.

7. Time lost because of holidays shall not be made up by the employee on a regularly scheduled day off except by payment at the overtime rate.

8. It is not intended that any of the foregoing provisions shall limit the number of days per week or shifts per day an establishment may operate.

9. All work done during the first hour of overtime on the regular work day will be paid for at straight time. All work done after completion of the first hour of overtime up to and including two (2) hours shall be paid for at the rate of time and one-half. All time worked in excess of ten (10) hours in any one day shall be paid for at double the regular rate.

10. All work done during the first eight hours of work on Saturday will be paid for at time and one-half and double time thereafter.

11. The Employer may schedule a Tuesday through Saturday work week which will be paid for on the same basis as the regular Monday through Friday work week and Monday will be the overtime day to be paid on the same basis as Saturday in the regular work week. The Company will continue its normal method of following priority in assigning the work week.

12. Double time will be paid for work performed on Sunday and on holidays as more fully explained at Section 13.

13. The Company, the Union and the employees of that Company may mutually agree on a different work week schedule other than as set forth above, which will then become part of the Company’s contract.
14. Any employee who is called back to work after having completed his regular shift’s work shall be compensated a minimum of four (4) hours of straight time pay or overtime pay for the actual time worked, whichever is greater.

15. The following will supersede any international or local overtime laws and regulations.
   a. Overtime will be distributed as equally as possible among all employees who regularly or customarily perform the classification or work in which the overtime is required. Refusals will be counted as time worked for purposes of equal distribution.
   b. Laid off employees of the Employer can claim work against the overtime records provided that the employee making the claim was regularly used during the twelve (12) months previous to making the claim, for the convenience of the company for vacation, sickness, funeral leave, jury duty or other approved absences.
   c. In the overtime bumping system, transfers will take place only when the cancellation of overtime cannot be handled with direct bumping and it will only be allowed when the employees transferred are competent to perform the work transferred to. The foreman and the chairperson must agree on bumping and transfers at least one (1) day in advance of the transfer or the bumping.

16. Any question over the distribution of overtime shall be handled at once by the foreman and Chapel Chair or acting chairperson.

17. The Employer agrees to give at least one (1) hour’s notice prior to the end of the regular shift for any overtime in excess of one hour which is required at the end of that regular shift.

SANITARY AND SAFETY CONDITIONS

1. Sanitary and safety conditions in composing rooms shall be maintained in accordance with State and Federal Law. The Employer agrees to take reasonable measures to avoid oppressive heat or cold in the work areas covered by the Agreement.

2. The parties recognize the fact that certain physical difficulties can arise concerning the use of VDT terminals. Therefore, upon request of any employee, the Company and the Chapel Chair will meet and discuss problems concerning VDT terminal eyestrain, appropriate breaks and other related physical difficulties. If a problem is not resolved, either the Chapel Chair or the Company representative can request a meeting involving management representatives and Union representatives for further analysis and resolution. If the matter is not successfully resolved, either party may request arbitration.

WORKING CONDITIONS

1. It is understood that employees oldest in priority shall be given preferred shifts provided that the employee is qualified to perform the work on the shift chosen and provided that the Employer will always have the right to have sufficient qualified
employees to perform the necessary work on all shifts at all times. All new employees will be trained on the shift of the Employer’s choice. Training time will be a reasonable period with a maximum time of six months, provided that additional time can be established by mutual agreement between the Company and the Union.

2. Any employee desirous of becoming familiar with all classes of work and the operation of any and all equipment in the composing room must be given the opportunity by the foreman, provided that any employee desiring to take advantage of this provision shall do so on his own time and not during regular working hours. The time chosen for such work shall be satisfactory to the foreman, who shall cooperate with the employee for the purpose of carrying out the intention of this provision.

JURY DUTY

1. When an employee receives notice of jury duty, he shall notify his supervisor at once. He will be given leave for such jury duty and will be made whole for loss of pay during that period. He will be considered a first shift employee and will report for work on the first shift whenever his jury duty does not conflict. Any reasonable rearrangement of work hours, and including reshifting of other employees may be made. In making the employee whole, his wages will be computed as if he had worked on the first shift at straight time and be paid in full thereof, minus the amount evidenced by his jury check, exclusive of mileage allowance.

2. A substitute will not be required to replace any employee on jury duty.

3. In no event shall jury allowance be made in any one year to an employee for over two (2) weeks of such service; provided, however, that any employee who is assigned to a trial to continue beyond the two (2) weeks of such service may continue without loss of wages until the end of the trial assignment but in no event longer than five (5) additional work days.

4. Whenever considered necessary by the Employer because of the needs of the business at a particular time of the difficulty of substituting for the particular employee, said employee will cooperate with the Employer in requesting and obtaining a postponement of said jury duty.

LEAVE OF ABSENCE

1. Upon adequate notice, leaves of absence without pay shall be granted for an employee to fulfill his duties if elected or appointed to serve the Local Union or its International Union. Service already accrued shall stand to his credit on his return to duty.

BEREAVEMENT LEAVE

1. Should a death occur in the immediate family, upon proper notification, an employee with one (1) or more years service who attends the funeral shall be granted a leave of absence for three (3) consecutive days consisting of the day of the funeral
and either the two (2) days preceding of the two (2) day following the day of the funeral. The employee shall be compensated for the regularly scheduled straight time that he would have worked within the applicable period, Monday through Friday, had such death no occurred. Immediate family, for the purpose of this section, means: Spouse, parents, brothers, sisters, sons, daughters, step-children, step-mother, step-father, mother-in-law, father-in-law.

**PENSION PLAN**

1. Effective September 1, 2006, the Employer will contribute two dollars and forty-two ($2.42) per hour to the CWA/ITU Negotiated Pension Plan (hereinafter sometimes referred to as the Plan). Effective September 1, 2007, the Employer contribution increases to two dollars and forty-nine cents ($2.49) per hour. Contributions shall be made for each “straight-time” shift worked by employee covered by this Agreement, including any eight hour paid at straight time rates. This obligation shall apply to a maximum of five (5) “straight-time” shifts in any one payroll week by any one employee for the purpose of providing pensions on retirement, death benefits, and other related benefits for covered employees of the Employer and other contributing employers. Contributions shall be made for any shift for which an employee receives compensation (e.g.: sick leave, vacations, holidays, disability insurance, bereavement leave, jury duty). The Plan is jointly administered by the Trustees appointed in equal numbers by the Union and Employers under an Agreement and Declaration of Trust, and has been found by the Internal Revenue Service to be entitled to exemption under the Internal Revenue Code.

2. Contributions shall be made by check, money order or similarly recognized medium of exchange and shall be made payable and forwarded to the CWA/ITU Negotiated Pension Plan, P.O. Box 2380, Colorado Springs, CO 80901, no later than the 20th of the following month, together with reports on forms to be furnished by the Plan.

3. Title to all monies paid into the Plan shall be vested, and shall be held exclusively by the Trustees in trust for use in providing the Benefits under the Plan and paying its expenses.

4. To the collection of any delinquent account shall be added one percent (1%) per month interest charge for each month delinquent, attorney’s fees and suit costs incurred therein.

5. An account will be considered delinquent if payment is not received by the Trustees within sixty (60) days of the date it became due and the interest charges will be assessed retroactively to the due date.

6. The Employer agrees that in addition to the Union’s right to enforce this Section, the trustees shall have the right in their discretion to take any action necessary to collect any contributions or monies due and owing to the Plan and to secure delinquent reports. The Employer further agrees that the trustees shall have the right to collect reasonable attorney’s fees and expenses in connection therewith.

7. Upon approval of the NPP, while the Employer contribution will remain the same, each member may elect to have these monies contributed to the CWA 401(K) plan instead of the NPP pension. This election is not reversible by any member.
APPRENTICES

1. There shall be formed a Joint Apprenticeship Committee consisting of one representative of the Union and one representative of the Employer. The Committee will have the power to enact rules as to its own administrative conduct as it deems required to fulfill its purpose.
   a. Apprentice Terms: The term of apprenticeship shall be not more than four (4) years. The advancement in training and wage rates of any apprentice may be accelerated by the Joint Apprenticeship Committee according to the process made by the apprentice, and the term of his apprenticeship may be shortened to the extent of such accelerated advancement.
   b. Limitations: No apprentice shall have charge of any department at any time.
   c. Overtime: No apprentice shall be employed on overtime work unless the number of journeymen employed on the same shift equals the ratio prescribed in the contract.
   d. Priority: Priority shall be given to apprentices as of the first day of employment as an apprentice.
   e. Arbitration: Where irreconcilable differences exist between the Joint Typographical Apprenticeship Committee and the Employer, or within the Joint Typographical Apprenticeship Committee itself, such matters may be submitted by either party for final determination and settlement under the provisions of Section 11 of this Agreement.
   f. Scale: Apprentices shall be paid not less than the following percentage of the Journeymen’s scale (provided, however, all apprentices shall receive the same shift differential as journeypersons):

<table>
<thead>
<tr>
<th>Year</th>
<th>Percentage of Journeyperson Scale</th>
</tr>
</thead>
<tbody>
<tr>
<td>First year</td>
<td>60%</td>
</tr>
<tr>
<td>Second year</td>
<td>70%</td>
</tr>
<tr>
<td>Third year</td>
<td>80%</td>
</tr>
<tr>
<td>Fourth year</td>
<td>90%</td>
</tr>
</tbody>
</table>

   g. There will be a probationary period of six (6) months for any new apprentice, during which time an apprentice may revert, by his or her choice, back to assistant status and during which time the Employer may reassign the apprentice to assistant status (or in the case of an apprentice who may be hired from outside, the Employer has the right to discharge).
   h. Hours of Work: The same hours and the same working conditions shall apply to apprentices that apply to journeypersons in the office in which such apprentices are employed.
   i. Ratio: Where at least two (2) journeypersons are employed aside from the proprietor, one (1) apprentice may be employed. For each additional five (5) journeypersons regularly employed an additional apprentice may be employed; provided, when four (4) apprentices are employed, and additional apprentice for each ten (10) journeypersons may be employed.
During the life of this Agreement, the Union expresses its willingness to discuss increasing the apprentice ratio; provided, however, that any agreement which allows for over the ratio apprentices must provide that any layoffs to reduce the force must be accomplished by first laying off the over the ratio apprentices prior to the layoff of any journeypersons.

j. Opportunity to Learn: The foreman and the Chair of the Chapel must see that apprentices are afforded every opportunity to learn the different trade processes by allowing them to work in all departments of the composing room as provided herein.

**TYPOGRAPHICAL ASSISTANT**

1. A new job classification, to be known as Typographical Assistant, shall be established and may be implemented by the Employer at any time during the term of this contract, based on the following:

2. Typographical Assistants shall perform work within the scope of the jurisdiction of this Union and all work will be under the direction of the foreman.

3. Typographical Assistant shall become and remain members of the Union upon completion of thirty (30) calendar days.

4. The probationary period for a Typographical Assistant shall be four (4) months, after which time the Assistant will be placed on a separate Typographical Assistant priority list. That list shall be conspicuously posted, and they shall retain priority rights within the Typographical Assistant classification only. In event that the Employer declares an opening in an apprenticeship, the Typographical Assistants working for the Employer will be given first consideration. If the Employer determines that one or more Typographical Assistants are equally qualified, the senior assistant will be given first preference. The apprenticeship provisions of the contract shall then apply.

5. Typographical Assistants, at a minimum, will be paid according to the following scale of wages:

   - First year ……………………….50% or journeyperson scale
   - Second year …………………...55% of journeyperson scale
   - Third year …………………...60% of journeyperson scale
   - Middle of third year …………65% of journeyperson scale
   - Fourth year …………………...70% of journeyperson scale
   - Middle of fourth year …………75% of journeyperson scale
   - Fifth year …………………...80% of journeyperson scale

6. Except where specifically set forth in this article, the terms and conditions of the main contract will prevail.

7. The Employer may employ up to one Typographical Assistant. If the Employer operates more than one shift, he may also employ one additional Typographical Assistant per shift.
8. In addition, the Employer may employ as many Typographical Assistants as it
deems necessary; provided, these additional Typographical Assistants can never
exceed 25% of the total bargaining unit work force.
9. In the event of the assignment of overtime or layoff for lack of work,
journeymen and apprentices will be given priority preference over Typographical
Assistants performing the same work.
10. Provided, however, that the Employer may retain on Typographical Assistant
per shift in the event of layoff for lack of work except that a journeyperson or
apprentice who is doing the same work can take the place of the Typographical
Assistant at the Typographical Assistant’s wage rate but at the journeyperson or
apprentice’s benefit level.
11. Typographical Assistants shall not at any time be in charge of a department or
direct the work of a journeyperson or apprentice. The health and welfare insurance
coverage of Article 15 will not apply until the Typographical Assistant has been with
the Employer for four (4) months.
12. Typographical Assistants will be entitled to the same benefits as regular
employees except in the case of vacation. Typographical Assistants will be entitled to
one (1) week of vacation after the first year of employment and thereafter a maximum
of one (1) day for each twenty-one (21) shifts worked, up to a maximum of ten (10)
day per year.
13. Pension contributions will begin after four (4) months of employment.

NON-DISCRIMINATION

1. The Employer and the Union reaffirm that they are pledged to policies of
employing Journeypersons, Apprentices, and Typographical Assistants and dealing
with employees on the basis of ability, qualifications and performance, with no
distinction in the assignment, training, promotion, layoff or compensation of
employees because of race, creed, color, religion, gender, disability, age, national
origin, or any other protected status under city, state, or federal law. The parties will
continue their long-standing practice of observing non-discriminatory practices in the
application and administration of the provisions of the Agreement.
2. The parties agree that all grievances alleging discrimination will be dealt with
by the parties through the normal grievance procedure set forth in Section 11, up to
the arbitration stage. If unresolved at that stage, the parties agree that the appropriate
city, state or federal agencies will take exclusive jurisdiction over the matter. They
will continue to retain exclusive jurisdiction, unless the agencies and the grievant(s)
agree to return the matter to the parties and be bound by the final and binding
arbitration provisions of Section 11.
3. The parties agree that whenever a specific gender is used in this contract, that it
is intended to apply equally to the other gender. Therefore, any reference to the male
gender includes the female and any reference to the female gender includes the male.
In keeping with the policy of non-discrimination, the parties agree that the names of
the classifications are to be considered “gender neutral”.

18
401 (K) PLAN

1. The Employer agrees to make the CWA Savings & Retirement Trust (401 (K) Plan available to bargaining unit employees, if requested by the employee. There is no cost to the Employer (excluding usual and customary clerical handling costs that would be incurred by the Employer). Implementation of such Plan will take place as soon as it reasonably possible. This Plan may also be made available to non-represented employees and proprietors on the same basis as bargaining unit employees. If an Employer already has an existing 401 (K) plan in place, bargaining unit employees may be included in that plan instead of the CWA plan.

AGREEING PARTIES

1. It is agreed that the only parties to this Agreement are the Minnesota Newspaper and Communications Guild and the Seven Corners Printing Co.

2. It is further agreed that the CWA’s approval of this Agreement as complying with its laws does not make it a party hereto.

IN WITNESS WHEREOF, we have set our hands and seal this 2nd day of November 2012.

SEVEN CORNERS PRINTING CO.

By_____________________________________________________

MINNESOTA NEWSPAPER AND COMMUNICATIONS GUILD

By______________________________________________________
LETTER OF AGREEMENT

Re: Impact of State/National Health Care Legislation

The parties agree that in the event that either the State or Federal Governments pass Health Care legislation that mandates coverage different from that which is provided under the parties’ collective bargaining agreement or provides significant cost savings, the parties will reopen their collective bargaining agreement for the limited purpose of negotiating how such changes will be incorporated into the agreement.

Dated: ______________________, 2012

For Seven Corners Printing Co.

__________________________________________

For Minnesota Newspaper and Communications Guild

___________________________________________
January 5, 2009

Dan Winter  
President, 7-Corners Printing  
230 West 7th Street  
St. Paul, MN  55102

Dear Mr. Winter

Thompson Agreement

The parties, in the interest of both accommodating the retirement of Diana Thompson and providing 7-Corners with the flexibility to reduce staffing in the pre-press/design department, hereby agree to the following conditions.

1) On a mutually acceptable date, Diana Thompson will cease being a fulltime graphic designer, take her NPP Pension and become a part-time employee.
2) 7-Corners may employ Ms. Thompson for up to 10 shifts per month performing work the same or similar to her current duties or, at the request of the Employer, other additional duties. (E.G. reception or coordinating tasks)
3) 7-Corners shall not replace Ms. Thompson or subcontract her work unless a) she resigns, b) she declines the work or c) performing such work involves additional days beyond 10 per month.
4) Effective September 1, 2008, the Employer shall pay as wages an amount equal to the Employer contribution to the monthly health insurance premium prorated based on Ms. Thompson’s hours as a percentage of fulltime during the preceding month.
5) Per hour contributions to Ms. Thompson’s pension shall continue.
6) Upon implementation of this agreement, the Employer shall pay Ms. Thompson cash for any unused vacation she may have accrued in accordance with a schedule acceptable to both she and the Employer.
7) Ms Thompson and 7-Corners shall work together to devise a mutually advantageous schedule.
8) Except as otherwise indicated above, Ms. Thompson’s employment shall continue to be governed by the conditions of the CBA by and between the Union and the Employer. Ms. Thompson’s seniority rights shall be waived except that she is entitled to work up to the first ten shifts per month not claimed by regular, fulltime members of the bargaining Unit.
9) This agreement shall be permanent and terminated only when either Ms. Thompson resigns or 7-Corners ceases operations.
10) This agreement shall be binding upon 7-Corners its successors and assigns.

For 7-Corners                  Diana Thompson                  For the Union

[Signatures]

LETTER OF AGREEMENT
RE: JON HUSTON VACATION

As the result of bargaining for a new Collective Bargaining Agreement, the Minnesota Newspaper and Communications Guild, CWA 37002 (Union) and Seven Corners Printing Co. (Employer) agree to the following:
Effective June 1, 2012, Jon Huston will be provided fifteen (15) days vacation.

Effective June 1, 2013, Jon Huston will be provided an additional five (5) days of vacation.

Agreed to this 2nd day of November 2012

FOR MINNESOTA NEWSPAPER AND COMMUNICATIONS GUILD

______________________________
Mike Bucsko
Executive Officer

FOR SEVEN CORNERS PRINTING CO.

______________________________
Dan Winter
President

LETTER OF AGREEMENT
RE: USE OF PART-TIME EMPLOYEE

As the result of bargaining for a new Collective Bargaining Agreement, the Minnesota Newspaper and Communications Guild, CWA 37002 (Union) and Seven Corners Printing Co. (Employer) agree to the following:

1. The Employer may employ one (1) individual for up to ten (10) shifts per month to perform bargaining unit work.

2. The part-time individual so employed will be a member of CWA 37002.

3. Any increase in the amount of monthly shifts for the part-time employee will only occur by mutual agreement between the Employer, the Union and the affected employee.

4. The use of a part-time employee shall not displace the bargaining unit work of full-time employees.

5. Full-time employees in the bargaining unit will retain priority to overtime before the employment or any increase in shifts of part-time employees.

6. Part-time employees shall be subject to all other provisions of the Collective Bargaining Agreement, except as outlined in this agreement.

Agreed to this 2\textsuperscript{nd} day of November 2012

FOR MINNESOTA NEWSPAPER AND COMMUNICATIONS GUILD

____________________________________
Mike Bucsko
Executive Officer

FOR SEVEN CORNERS PRINTING CO.

____________________________________
Dan Winter
President
LETTER OF AGREEMENT
RE: SHORT-TERM DISABILITY INSURANCE

As the result of bargaining for a new Collective Bargaining Agreement, the Minnesota Newspaper and Communications Guild, CWA 37002 (Union) and Seven Corners Printing Co. (Employer) agree to the following:
The Employer will provide a short-term disability policy at the same percentage premium outlined in the Health and Welfare Insurance provision of the CBA for full-time employees hired into the jurisdiction of CWA 37002 for the term of the agreement.

Plan details are as follows, as of 11/1/12:

Provider – Reliance Standard

**Benefits:**

**Short-term disability**
Benefit percentage: 60 percent of salary
Maximum weekly benefit: $500 (based on weekly salary)
Elimination period: 0 days accident; 7 days sickness
Benefit duration: 12 weeks

**Life**
Flat benefit: $10,000
Age reduction for insured aged 65 and over: 65=65 percent; 70=40 percent; 75=20 percent
Terminates at retirement

**AD&D**
Flat benefit: $10,000
Age reduction for insured aged 65 and over: 65=65 percent; 70=40 percent; 75=20 percent
Terminates at retirement

**Monthly Premium per employee**

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<tbody>
<tr>
<td>STD</td>
<td>$21.25</td>
</tr>
<tr>
<td>Life</td>
<td>$ 4.50</td>
</tr>
<tr>
<td>AD&amp;D</td>
<td>$ 0.20</td>
</tr>
</tbody>
</table>

**Total** $25.95
Agreed to this 2\textsuperscript{nd} day of November 2012

FOR MINNESOTA NEWSPAPER AND COMMUNICATIONS GUILD

____________________________________
Mike Bucsko
Executive Officer

FOR SEVEN CORNERS PRINTING CO.

____________________________________
Dan Winter
President