LABOR AGREEMENT

BETWEEN

BROWN & BIGELOW INC.

AND

MINNESOTA NEWSPAPER GUILD/TYPOGRAPHICAL UNION

January 1, 2006 TO MIDNIGHT December 31, 2008
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Term of Contract, Recognition of Union</td>
<td>3</td>
</tr>
<tr>
<td>Mutual Guarantee</td>
<td>4</td>
</tr>
<tr>
<td>Jurisdiction of Union</td>
<td>4-5</td>
</tr>
<tr>
<td>Joint Standing Committee</td>
<td>5-6</td>
</tr>
<tr>
<td>Union Laws, Chapel Rules</td>
<td>7</td>
</tr>
<tr>
<td>Introduction of New Equipment, Competency Testing</td>
<td>5</td>
</tr>
<tr>
<td>Struck Work</td>
<td>7</td>
</tr>
<tr>
<td>Scale of Wages</td>
<td>7</td>
</tr>
<tr>
<td>Apprentice Wages</td>
<td>8</td>
</tr>
<tr>
<td>Vacations</td>
<td>8-10</td>
</tr>
<tr>
<td>Work Week – Hours</td>
<td>10</td>
</tr>
<tr>
<td>Holidays</td>
<td>10-11</td>
</tr>
<tr>
<td>Insurance Coverage</td>
<td>11-12</td>
</tr>
<tr>
<td>Jury <em>Duty</em> Clause, Full Shift</td>
<td>13</td>
</tr>
<tr>
<td>Employment, Discharge, Priority, Promotions</td>
<td>13-15</td>
</tr>
<tr>
<td>Joint Apprenticeship Committee</td>
<td>15, 16</td>
</tr>
<tr>
<td>Apprentice Regulations</td>
<td>16</td>
</tr>
<tr>
<td>Miscellaneous, Bereavement Pay</td>
<td>16, 17</td>
</tr>
<tr>
<td>Non-Discrimination Clause</td>
<td>17</td>
</tr>
<tr>
<td>CWA/ITU Negotiated Pension Plan</td>
<td>17, 18</td>
</tr>
<tr>
<td>Family and Medical Leave</td>
<td>18</td>
</tr>
<tr>
<td>Signatures</td>
<td>18, 19</td>
</tr>
<tr>
<td>Letters of Agreement (Tuition, Severance, Line Development)</td>
<td>20 - 23</td>
</tr>
</tbody>
</table>
CONTRACT AND SCALE OF WAGES

January 1, 2006 to Midnight December 31, 2008

BROWN & BIGELOW INC.

MINNESOTA NEWSPAPER GUILD/TYPOGRAPHICAL UNION

Section 1. THIS AGREEMENT, made and entered into by and between Brown & Bigelow Inc, through their authorized representatives, party of the first part, hereinafter referred to as the Company, and The Minnesota Newspaper Guild/Typographical Union, CWA 37002 by its officers duly authorized therefore, party of the second part, hereinafter referred to as the union.

TERM OF CONTRACT

Section 2. This Agreement shall remain in effect from January 1, 2006 until midnight December 31, 2008.

If either party hereto wishes to propose a new contract or an Amendment to this Agreement to take place of this one upon its expiration date, they shall notify the other party, in writing, of their wishes at least sixty (60) days prior to December 31, 2008, and the parties shall arrange to meet promptly and exchange their proposals for the contract. Failure to give such notice, however, shall not be construed as extending this contract beyond its normal expiration date of midnight December 31, 2008.

RECOGNITION OF UNION

Section 3. The Company hereby recognizes the Union as exclusive bargaining representative of all employees covered by this Agreement. The words “employee” and “employees”, when used in this contract, apply to Master Compositors, Compositor Apprentices, Computer Typesetters and Cut-Room Clerks. All work within the jurisdiction of the Union shall be performed only by employees covered by this Agreement. Apprentices may be employed only in accordance with the ratio of Apprentices to Compositors provided in Section 26c of this Agreement.

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 members of the Union, and all employees who are hired hereafter, shall, on or after the thirtieth (30th) day following the beginning of their employment, whichever is the later, become and remain members in good standing of the Union as a condition of 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.

DUES CHECK OFF

Upon an employee’s voluntary written authorization, the Company shall deduct per payroll period from the payroll period’s earnings of such employee and pay to the Union within five days of the last payroll period of each month an amount equal to initiation fees, dues and assessments. Such amounts shall be deducted from the employee’s earnings in accordance with the rate furnished the Company by the Union. Such schedule may be amended by the Union at any time. An employee’s voluntary written assignment shall remain effective in accordance with the terms of such assignment.
MUTUAL GUARANTEE

Section 4. 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. It is agreed by the parties hereto that one of the mutual considerations of this Agreement is that the performance and fulfillment is a matter to be determined by the procedure herein provided.

In the event of a declaration of war by the government of the United States, this contract may be opened for negotiation of wages, hours, and other conditions mutually agreed to, upon thirty (30) days written notice by either party.

JURISDICTION OF UNION

Section 5. It is the intent of the Company to have all production Composing Room work done by the Composing Room employees. Jurisdiction of the Union and the appropriate unit for collective bargaining is defined as including all Composing Room work and includes classification or processes such as: inputting copy and art through keyboard or media conversion; filing and retrieval of same; application of rules, borders, etc., and all customer and stock art to effect a complete ad, pad, printed piece or merchandise, electronically or mechanically; operation and control of input and output of any mechanical or electronic devices which cast or compose type or images on film, paper or plate material; proof-reading same, also merchandise prepress keylines, singles, plate flat proofs; imprint and letterpress film and plate filing and retrieval; all operations within the Composing Room necessary to effect the flow of work through composing to a logical completion before entering the next department.

Exceptions: Keystrokes captured as a necessary adjunct to a non-related process outside composing; simple flyers to salesmen; farming out overloads (caused by a lack of capacity, scheduling restraints, or lack of appropriate technology); art required pre-sale proofs; “1st page” intervention by the Art Department to establish artistic style to be followed thereafter by composing; work that will be done by the Art Department for technical or artistic reasons, to include initial scanning of customer ad art and logos. Typesetting that is required as an integral part of the artwork may be done by the Art Department. When the artistic talents of an artist are required, it is agreed that paste makeup, when done as an integral part of the artwork, may be done by persons employed in the Art Department(s). All other paste makeup shall be done by Composing Room employees who are members of the bargaining unit.

Jurisdiction of the Union shall also include all work required in the preparation and actual operation of the nylo platemaker and the resulting cutting apart of said plates. The Company agrees that upon the installation of photo typesetting machines and new processes, it will supply full opportunity to Compositors or Apprentices to become proficient in their operation, and the Union agrees to supply partially trained Compositors or Apprentices for that purpose. Either party, upon 30 days notice, may request that the contract be opened for the purpose of discussing a Journeyman Assistant classification.
INTRODUCTION OF NEW EQUIPMENT, COMPETENCY TESTING

Section 6. In the event of the introduction of any process, machinery, or equipment to perform any work within the jurisdiction of the Union not in use at the date this Contract is effective, or any such process, machinery or equipment used as an evolution of or substitute for current processes, machinery or equipment, all questions concerned with the method of operation and the complement of men required shall be determined by immediate negotiations. It is agreed that none but Journeymen as defined in this Contract shall be permitted to work on any such processes, machinery or equipment, except as provided elsewhere in this Agreement for the training of Apprentices.

Notwithstanding any other contract language, the Company shall notify the Union of any plans to introduce new equipment or implement new uses of existing equipment and bargain with respect to the effects of these changes before such changes are implemented.

The Company agrees to notify the Union when the Company purchases new equipment for the composing area. The Company agrees to discuss any process changes concerning the Typographical Union with the Union or agents.

The Company agrees to notify the Union when the Company purchases new equipment that affects the internal Nylo plate process and or the Film output process.

Brown and Bigelow internal processes that replace film output and Nylo plate making shall, in all cases, be deemed the jurisdiction of the Union.

Section 6 (a.) The Union and the Company will jointly develop a competency test to be given to individuals seeking employment as Master Compositors. Procedures will be initiated to test candidates for the position of Master Compositor prior to presenting a job offer. Job offers should be based on candidates’ performance on the pre-employment test. Any candidate achieving a score of seventy-five (75%) or higher or its equivalent is considered to have successfully completed the test and is competent of performing the Master Compositor job responsibilities.

JOINT STANDING COMMITTEE

Section 7. 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 (within five working days of the occasion giving rise to the dispute, using reasonable diligence). The Foreman shall advise the Company of proposed settlement. Upon their failure, for any reason to settle the matter, the parties to this Agreement will attempt to resolve the dispute by referring same to the Joint Standing Committee.

Whenever any difference of opinion as to the rights of the parties under this contract is unresolved or whenever the construction of the contract or any of its provisions are in dispute, the matter shall promptly be submitted to a Joint Standing Committee of two (2) representatives of the Union and two (2) representatives of the Company.

In case of a vacancy, absence or refusal of any of such representatives to act, another shall be appointed in his/her 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 violations of this Contract and all other questions which may arise as to the scale of wages and working conditions not otherwise specifically provided for, which cannot be settled otherwise, and such Joint Committee shall meet when any question of difference shall have been referred to it for decision by the executive officers of either party to this Agreement.

Should the Joint Standing Committee be unable to agree within twenty (20) days from the date on which the dispute was first considered by it, at the request of either party hereto, the
members of the committee shall form a Board of Arbitration and shall select a fifth (5th) member who shall be a disinterested party and who shall act as Chairman of the Board. If the Board cannot agree upon the fifth (5th) neutral arbiter, it shall petition the State Labor Conciliator to present a list of five (5) persons qualified to serve as the impartial arbiter. The aggrieved party shall first strike one (1) name from the list submitted by the State Labor Conciliator, the responding party shall then strike one (1) of the remaining four (4) names and then in turn each shall strike a third (3rd) name and fourth (4th) name, and the remaining unstriken name shall become the neutral member of the Board of Arbitration. The grievance shall then be presented to the Board as a whole, and the decision of the majority of said Board shall be final and binding upon all parties concerned. The condition prevailing prior to such dispute shall be maintained until decided. Provided that local Union laws not affecting wages, hours or working conditions, and the General Laws of the Printing, Publishing and Media Workers Sector of the Communications Workers of America shall not be subject to arbitration.

The fees and expenses of a neutral member of the Board shall be paid one-half (1/2) by the Company and one-half (1/2) by the Union. No grievance is valid and shall be void unless it has been submitted to the other party within thirty (30) calendar days of its occurrence.

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

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: conciliation committee composed of two (2) representatives of the Company, the Business Agent for the Union, and the Chairman of the Chapel, or a member of the Union chosen by the complainant. 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 majority ballot of said committee, the matter shall then be referred to the Joint Standing Committee.

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 Chairman of the Board of Arbitration, he shall be compensated for all lost time.

Compensation for lost work: If any employee is deprived of straight-time compensation or work due to erroneous scheduling or a Supervisor oversight and it is determined that the employee’s contractual rights were violated, he/she shall be compensated. If the same conditions are met regarding an employee who is deprived of overtime work, he/she will be permitted to work the missed overtime as soon as the parties agree that a violation has occurred.

UNION LAWS

Section 8. It is understood and agreed that the General Laws of the Printing Publishing and Media Workers Sector of the Communications Workers of America in effect at the time of signing this Agreement, not in conflict with law or this Agreement, shall govern relations between the parties on conditions not specifically enumerated herein.

CHAPEL RULES

Section 9. 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 Contract by the Chapel or by the Union for the conduct of its own affairs.
STRIKED WORK

Section 10. The Company 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 Printing, Publishing and Media Workers Sector of the Communications Workers of America under circumstances which make the Company an ally of such other employer, and such work shall not be within the scope of the employment of the employees covered by this Agreement.

Section 11. No employee covered by this contract shall be required to cross a picket line established because of an authorized strike in the plant covered by this Contract.

SCALE OF WAGES:

Section 12. The following minimum hourly wages are effective January 1, 2006:

<table>
<thead>
<tr>
<th></th>
<th>1/01/06</th>
<th>1/01/07</th>
<th>1/01/08</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master Compositor</td>
<td>$18.91</td>
<td>$19.38</td>
<td>$20.16</td>
</tr>
<tr>
<td>Compositor</td>
<td>$17.13</td>
<td>$17.56</td>
<td>$18.26</td>
</tr>
<tr>
<td>Cut Room Clerk</td>
<td>$11.10</td>
<td>$11.38</td>
<td>$11.84</td>
</tr>
</tbody>
</table>

Computer Typesetters

<table>
<thead>
<tr>
<th></th>
<th>Start</th>
<th>6 Mos.</th>
<th>12 Mos.</th>
<th>18 Mos.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2006</td>
<td>$10.65</td>
<td>$11.25</td>
<td>$11.84</td>
<td>$12.42</td>
</tr>
<tr>
<td>2007</td>
<td>$10.92</td>
<td>$11.53</td>
<td>$12.14</td>
<td>$12.73</td>
</tr>
<tr>
<td>2008</td>
<td>$11.36</td>
<td>$12.00</td>
<td>$12.63</td>
<td>$13.24</td>
</tr>
</tbody>
</table>

Shift Premium: The second and third shift differential shall be forty cents and fifty-three cents respectively.

APPRENTICE WAGES:

All apprentices shall be paid not less than the following percentage of Compositors scale:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First 6 Months</td>
<td>60 Percent</td>
</tr>
<tr>
<td>Second 6 Months</td>
<td>65 Percent</td>
</tr>
<tr>
<td>Third 6 Months</td>
<td>70 Percent</td>
</tr>
<tr>
<td>Fourth 6 Months</td>
<td>75 Percent</td>
</tr>
<tr>
<td>Fifth 6 Months</td>
<td>80 Percent</td>
</tr>
<tr>
<td>Sixth 6 Months</td>
<td>85 Percent</td>
</tr>
<tr>
<td>Seventh 6 Months</td>
<td>90 Percent</td>
</tr>
<tr>
<td>Eighth 6 Months</td>
<td>95 Percent</td>
</tr>
</tbody>
</table>
VACATIONS:

Section 13: All employees (other than new and inexperienced employees) who on May 1 of the contractual year have had less than two (2) years’ employment with continuous priority and more than thirty (30) days employment with continuous priority, shall receive vacations with pay at their regular straight-time hourly rate, in effect at the time vacations are taken, for the number of vacation days provided in the vacation schedule.

New and inexperienced employees who have served a probationary period of ninety (90) days shall be eligible for these vacation benefits, in accordance with the vacation schedule computed from the date of commencement of employment.

All employees who, on May 1 of the contractual year, have had more than two (2) years and less than five (5) years employment with continuous priority, shall receive vacations with pay at their regular straight-time hourly rate, in effect at the time vacations are taken, computed on the basis of ten-twelfths (10/12ths) of a work day for each full month or major fraction thereof worked during the preceding twelve (12) months.

It shall be understood and agreed that vacations up to ten (10) days, as provided for in the foregoing, shall be taken between May 1 and September 1 following, except by mutual consent.

All employees who, on May 1 of the contractual year, have had five (5) years or more employment with continuous priority, shall receive vacations with pay at their regular straight-time hourly rate, in effect at the time vacations are taken, computed on the basis of fifteen-twelfths (15/12ths) of a day for each full month or major fraction thereof worked during the preceding twelve (12) months.

All employees, who on May 1 of the contractual year, have had eight (8) years or more employment with continuous priority shall receive four (4) weeks’ vacation pay at their regular straight-time hourly rate in effect at the time vacations are taken, computed on the basis of twenty-twelfths (20/12ths) of a day for each full month or major fraction thereof worked during the preceding twelve (12) months. Such third (3rd) and fourth (4th) weeks’ vacation shall be taken by mutual agreement between May 1, and May 1 of the current vacation year, with the understanding that all vacations must be taken by May 1 of each year.

Effective May 1, 1977, any employee with more than twenty (20) years of service with the Employer shall qualify for a fifth (5th) week of vacation at his/her regular straight time rate of pay. In computing vacation pay, leaves of absence granted for reasons other than illness or injury shall be counted as time worked only if such leaves of absence are for periods of less than thirty (30) days. Absences because of illness or injury will be counted as time worked, provided such absences do not exceed sixty (60) days for each illness or injury.

It is recognized that, during the term of this contract, the Company will employ a number of temporary employees and that in a few instances the employment of so-called regular employees may cease; in such cases at the time and because of said termination of employment shall be entitled to vacation pay in accordance with the vacation schedule. This provision shall also apply to any employee who enlists or is inducted in any branch of military service or the Merchant Marines.

The Company shall, whenever possible, arrange a plant or department shutdown for the vacation period. When the Company designates a shutdown, the employees shall be notified by April 1 as to the shutdown period. When such a shutdown is impossible, vacation period for employees will be worked out by the Foreman and the Chairman of the Chapel. When two (2) or more employees request the same vacation date, priority standing shall prevail, with the further understanding that all vacation periods up to ten (10) days must be taken between May 1 and September 1 in any year, except by mutual consent.

An employee, who has qualified for a paid vacation and takes his/her vacation during a week in which one of the holidays specified in Section 19 occurs, will be granted another day’s vacation.
Employees who have qualified for vacation pay shall receive whatever sum may be due them on the payday immediately preceding their vacation periods.

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

**VACATION SCHEDULE**

<table>
<thead>
<tr>
<th>MONTHS OF EMPLOYMENT WITH CONTINUOUS PRIORITY</th>
<th>NUMBER OF DAYS OF VACATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 1 Month</td>
<td>5/12</td>
</tr>
<tr>
<td>After 2 Months</td>
<td>10/12</td>
</tr>
<tr>
<td>After 3 Months</td>
<td>1 3/12</td>
</tr>
<tr>
<td>After 4 Months</td>
<td>1 8/12</td>
</tr>
<tr>
<td>After 5 Months</td>
<td>2 1/12</td>
</tr>
<tr>
<td>After 6 Months</td>
<td>2 6/12</td>
</tr>
<tr>
<td>After 7 Months</td>
<td>2 11/12</td>
</tr>
<tr>
<td>After 8 Months</td>
<td>3 4/12</td>
</tr>
<tr>
<td>After 9 Months</td>
<td>3 9/12</td>
</tr>
<tr>
<td>After 10 Months</td>
<td>4 2/12</td>
</tr>
<tr>
<td>After 11 Months</td>
<td>4 7/12</td>
</tr>
<tr>
<td>After 12 Months</td>
<td>5</td>
</tr>
<tr>
<td>After 13 Months</td>
<td>5 5/12</td>
</tr>
<tr>
<td>After 14 Months</td>
<td>5 10/12</td>
</tr>
<tr>
<td>After 15 Months</td>
<td>6 3/12</td>
</tr>
<tr>
<td>After 16 Months</td>
<td>6 8/12</td>
</tr>
<tr>
<td>After 17 Months</td>
<td>7 1/12</td>
</tr>
<tr>
<td>After 18 Months</td>
<td>7 6/12</td>
</tr>
<tr>
<td>After 19 Months</td>
<td>7 11/12</td>
</tr>
<tr>
<td>After 20 Months</td>
<td>8 4/12</td>
</tr>
<tr>
<td>After 21 Months</td>
<td>8 9/12</td>
</tr>
<tr>
<td>After 22 Months</td>
<td>9 2/12</td>
</tr>
<tr>
<td>After 23 Months</td>
<td>9 7/12</td>
</tr>
<tr>
<td>24 Through 60</td>
<td>10</td>
</tr>
<tr>
<td>After 60 Months</td>
<td>15</td>
</tr>
<tr>
<td>After 8 Years</td>
<td>20</td>
</tr>
</tbody>
</table>
WORK WEEK – HOURS

Section 14. A week’s work and situation shall consist of forty (40) hours Monday through Friday, exclusive of overtime. Five (5) days or five (5) nights of eight (8) hours, exclusive of overtime, shall constitute a week’s work. Employees may be required to work through their full eight (8) hour shifts without a lunch break (i.e., eat on the fly) when working on three eight (8) hour shift operations. 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.

Section 15. Day work must be done between the hours of 6:30 a.m. and 4:00 pm, night work between the hours of 4:00 p.m. and 2:00 a.m. When a third shift is used, it shall be worked between the hours of 10:00 p.m. and 6:30 a.m. Provided further, that when employees work “split shifts” they shall work the number of hours of and be paid at the rate of the highest paid shift into which their time runs and they shall be so paid for the entire “split shift”. Overtime shall not change the status of a shift from what it would have been had no overtime been worked.

Section 16. All work done during the noon intermission and after the completion of the day’s work up to and including two (2) hours overtime shall be paid for at the rate of time and one-half (1 ½), and all overtime in excess of two (2) hours shall be paid for at double the regular rate, based on the hourly wage paid the employee.

The first eight (8) hours of work performed on Saturday will be paid at the rate of time and one half. Any work performed in excess of eight (8) hours on Saturdays or on Sundays and paid holidays would be at double (2) the straight-time rate (Nothing in the forgoing shall be construed as allowing employees to work more than the hours and days specified in Section 14, unless paid for at the overtime rate.) A period of nine (9) hours shall elapse between the time overtime ceases and regular time begins, (mutual agreement between the Company and the employee) provided that the regular hours here stipulated may be changed for special purposes by written consent of the Union. It is the intent of both parties to distribute all overtime work as equitably as possible among all employees within the classifications in which overtime occurs.

Section 17. Lunchtime shall be on the employee’s time and may be in shifts as directed by the Foreman. A shift may be worked four and one-half (4 ½ hours but not less than three (3) hours before being sent to lunch. Provided when less than thirty (30) minutes are taken by order of the Foreman, it shall be counted as office time. At least fifteen minutes must be given for lunch.

Section 18. No employee shall be docked for more than the time actually lost because of a discharge or when excused at the employee’s request.

HOLIDAYS:

Section 19. Work done on Sundays shall be paid for the rate of time and one half (1 ½). Any work performed in excess of eight (8) hours would be at double (2) the straight time rate. Work done on the following holidays: New Year’s Day, Good Friday (unpaid), Memorial Day, July 4th, Labor Day, Thanksgiving Day, December 24th, Christmas Day, Employee’s Birthday (unpaid), Floater Holiday, or days celebrated as such, shall be paid (if a “paid” holiday) for the rate of time and one half (1 ½). Any work performed in excess of
eight (8) hours would be at double the straight time rate; provided when employees are called in and work less than a full day on holidays they shall receive no less than four (4) hours work at time and one-half (1 ½) in addition to regular holiday pay (if applicable).

The employee’s birthday is to be a work day off without pay designated by the employee (subject to advance approval by the employee’s supervisor) to be taken off in the time period beginning the week in which the employee’s birthday falls and ending with the workday immediately prior to the employee’s next birthday.

When no work is performed on the above enumerated holidays or days celebrated as such, employees shall receive a day’s pay as provided for in Section 12 at their regular straight-time hourly rate in effect at the time said holidays may occur, subject to the following conditions:

1. When no work is performed on the above enumerated “paid” holidays (see Section 19), or days celebrated as such, employees shall receive one shifts’ pay at their regular straight-time hourly rate. If any of the observed holidays fall on Saturday or Sunday, the Company has the option of granting Friday or Monday off or an extra day’s pay (if a “paid” holiday), providing the Union is given due notice of such option.

2. Employees must have been on the payroll thirty (30) consecutive calendar days or more prior to said holidays. A temporary lay-off of less than sixty (60) days duration shall not disqualify an employee from receiving holiday pay upon his/her return to work.

3. Employees who receive accident, sickness, unemployment, or Worker’s Compensation benefits for such holidays shall not qualify for holiday pay.

4. The Company 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 first paragraph of this section.

**INSURANCE COVERAGE**

**Section 20.1** The Accident and Sickness benefit maximum rate will be equal to 50 percent of weekly straight-time earnings for a period of twenty-six weeks. Such insurance coverage will be effective with the first (1st) day of time lost because of accident, and from the eight (8th) day of time lost because of illness. In the event of time lost because of occupational accident or illness, the weekly amount of Worker’s Compensation benefits shall be deducted from the weekly amount payable under this insurance coverage.

The Company agrees to provide hospitalization insurance and surgical fee benefits for all employees covered by this Agreement after they have had ninety (90) days continuous active employment and for their dependents as provided for in the existing insurance contract between the Company and its insurance carrier by assuming the monthly premiums for each eligible employee and his/her dependents. The hospitalization insurance and surgical fee benefits will be those offered to Brown & Bigelow’s management and office employees.

For the year 2006, the deductible for the Company health insurance plan shall be $300. Effective March 1, 2007, and for 2008, the deductible for Company health insurance plan shall be $500. There will be no increase in co-payments. Regarding health insurance premiums, effective March 1, 2007, the members shall pay 10% of the health insurance
premiums. Effective March 1, 2008, the members shall pay 25% of the health insurance premiums.

Effective March 1, 2007 and March 1, 2008, the members shall assume the cost of any increases in the dental insurance premium until their premium share reaches 25%. Once this ratio is achieved, any additional increases shall be shared 75% Company and 25% Employee.

Aggregate rates for healthcare premiums shall not, effective March 1, 2007 and March 1, 2008 increase more than 6% per year. Employees shall pay their share of premiums through payroll deduction and be eligible for the Brown and Bigelow flex benefit (125) plan.

The Company further agrees to provide this coverage for an employee who has been laid off for a period of sixty (60) days from the date of layoff.

The term dependent, as used herein, is defined as the employee’s wife/husband, unmarried children, legally adopted children, stepchildren, and foster children, all such children being under twenty-three (23) years of age, providing they are attending school as full-time students. All of the insured hereunder shall reside in the United States, its possessions, or Canada.

The above negotiated Hospitalization, Medical and Surgical Benefits will in addition be extended to early retirees who comply with the following:

1. Such early retirement is voluntary, i.e., coverage will not be extended to disability retirements;
2. Such retirees must be qualified for a pension benefit under the CWA/ITU Negotiated Pension Plan;
3. The Company’s obligation to provide insurance coverage will terminate when the retiree becomes eligible for Medicare;
4. That the determination as to the eligibility of any early retirees to receive the above insurance benefit rests solely with the insurance carrier.

It is agreed and understood that this is a general and basic outline of the Hospital, Medical and Surgical Plan, which we have negotiated. The full details and limitations of the coverage are those provided in the basic contract between the Company and its insurance carrier as generally set out in the certificate of insurance covering these items which will be provided to the eligible employees.

Section 20.2 The Company agrees to provide Dental insurance for all employees covered by this Agreement after they have had one (1) year of continuous active employment, and their dependents as provided in the contract between the Company and its insurance carrier. For the term of this Contract, the insurer shall be the GCIU 1-M Dental Plan. During the period of this contract the members shall assume the cost of any annual increases in the dental insurance premium, until the employee portion of the premium reaches 25%. Once this ratio is achieved, any additional increases shall be shared 75% Company and 25% Union members.
JURY DUTY CLAUSE

Section 21. The Company will pay the difference between the Jury Duty Pay and the employee’s regular straight time hourly earnings for time necessarily lost on Jury Duty.

1. When an employee covered by this contract is called for Jury Duty, he/she shall notify his/her supervisor as much in advance as possible.

2. If the daily tour of Jury Duty should end at a reasonable time prior to the end of his/her work day, such Employee will be expected to report back to work for the remaining hours of the work day.

3. At the end of the tour of Jury Duty, such employee will be required to endorse his/her check for Jury Duty to Brown & Bigelow Inc. in exchange for his/her weekly earnings check.

4. It is understood that the above payments will be limited to a maximum of two (2) weeks during any one (1) calendar year, except that such limitation will be extended up to three (3) weeks should the employee be assigned to a continuing case which persists beyond the end of the second (2nd) week.

5. Whenever considered necessary by the Company, because of the needs of the Business at the particular time, said employee will cooperate with the company in requesting and obtaining a postponement of said Jury Duty.

FULL SHIFT

Section 22. No employee shall be employed for less than a full shift except when discharged for cause or excused at his/her own request.

EMPLOYMENT, DISCHARGE, PRIORITY, PROMOTIONS

Section 23. 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, the Foreman in charge shall so function. It is agreed that Supervisors other than the Foreman shall be permitted to assign work, instruct and advise employees for the proper execution of their work but shall not be permitted to reprimand or discharge.

In view of the Agreement that only Compositors and Apprentices are to be employed, and since it is the desire and intent of the parties to assure, insofar as possible, the continued maintenance of a high degree of skill in the Compositor classification and a corresponding high degree of quality and quantity of production, it is mutually agreed that Compositors are defined as:

1. Persons who prior to the effective date hereof worked as such in the Composing Room of the signatory to this Contract.

2. Persons who have completed approved Apprentice training as provided in this Contract, or have passed a qualifying examination under procedure heretofore
Recognized by the Union and the Company.

3. Persons who have passed an examination recognized by both parties to this Contract and have qualified as Compositor in accordance therewith.

Persons seeking to qualify as a Compositor shall be given an examination under nondiscriminatory standards and procedures established by the parties hereto (or the Joint Standing Committee) by impartial examiners qualified to judge Compositor competency selected by the parties hereto (or the Joint Standing Committee). In the event agreement cannot be reached on the standards or procedures to be followed, the dispute shall be submitted to the State Labor Conciliator, whose decision shall be final and binding on the parties.

In hiring new Compositor employees, the Foreman may not exclude as candidates for employment any individuals who have established competency as Compositor but must recognize priority as follows:

**First:** Regular situation holders.

**Second:** Subject to established hiring practices in departmental offices, other Compositors who have worked in the Composing Room.

**Third:** Individuals concerning whose competency as Compositors the Foreman has no reason for doubt or persons who have registered for employment after having passed the examination hereinbefore mentioned.

Person(s) hired in the classification of cut-room clerk shall be placed on a separate priority list. Persons working within this job classification shall establish priority rights in the Composing Department only. Provided: in the event of a layoff in the composing room Compositors and Apprentices who have established priority rights prior to the effective date of this Agreement shall have the right to exercise their Composing Room priority to claim work in the cut-room clerk classification from those with less priority in that department. Provided further that no Compositor or Apprentice shall have his wages reduced as a result of claiming work in the Cut Room classification.

The Foreman may discharge employees (1) for incompetency, (2) neglect of duty, (3) for violation of office rules, which shall be kept conspicuously posted and shall in no way abridge the civil rights of the employees or their rights under accepted Printing, Publishing and Media Workers Sector laws. Upon demand, the Foreman shall give the reason for discharge in writing within 72 hours. Any employee who has been discharged and believes the discharge is unjustified shall have the right to appeal to the Union through the Chapel. If the Union upholds the contention of any employee that he/she has been unjustly discharged, the Union may refer the matter to the Joint Standing Committee and the Arbitration Board as set forth in Section 7 of this contract.

When it becomes necessary to decrease the force in the office where departments are not recognized it shall be determined upon what class of work the reduction is required. The employee with the lowest priority standing in the office engaged indicated shall be discharged first: Provided, the employee to be discharged may claim any other work in the office such employee is competent to do which is being performed by an employee with lower priority standing: Provided further, an employee claiming other work to avoid discharge to reduce
the force shall not be exempt from discharge if incompetent. An employee holding dual seniority in the Master Compositor and Compositor Classes of Work can be discharged from the Master Compositor class and claim work, based on his/her seniority status, in the Compositor class and retain his/her Master Compositor rate of pay. “Class of Work” shall be limited to the following:

1. Master Compositor
2. Compositor
3. Typesetter
4. Cutroom Clerk

Employees who have not had the opportunity to be trained as provided in Section 5 and 6(a), in Photo-Composing Machine Operation or as Perforating Keyboard Operators may not be laid off out of priority order.

Employees with more than one (1) year of continuous priority standing in the Composing Room must receive not less than 48 hours notice of an impending layoff.

Should there be an increase in the force, the persons displaced through such cause shall be recalled in reverse order in which they were laid off before other help may be employed. Persons considered capable as substitutes by Foremen shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior rights in the filling of the first vacancy. This section shall apply to incoming as well as outgoing Foremen. Priority standing of employees shall govern choice of new shifts and new starting times. Employees legally discharged according to the provisions of this section, except to reduce the force, may be reinstated at the option of the Foreman, provided an employee, discharged for incompetency, neglect of duty, or a minor reason shall not be denied the privilege of seeking work in the office longer than six (6) months.

The Company and the Union advocate, in general, the principles of promoting from within. In the event of a position opening, the Company will post the open position on its official bulletin boards. Any employee desiring to fill the vacancy shall submit a written application within three (3) days of posting. If an employee is not working i.e.; on vacation, sick, on layoff, etc., a designated Union steward may sign a posting on behalf of an absent employee who desires to be considered for the open position. The vacancy shall be filled by the senior employee making application, if all other qualifications of the individuals considered are determined to be substantially equal by Brown & Bigelow. Unsuccessful internal applicants, upon request, shall be given an explanation of the reasons for the denial of a promotion to the vacancy. Such explanation shall include recommendations designed to assist the employee in obtaining qualifications for such vacancy.

JOINT APPRENTICESHIP COMMITTEE

Section 24. A joint Apprenticeship Committee composed of an equal number of representatives of the Union and Company shall be selected by the parties to this Agreement. All provisions of this Agreement affecting Apprentices shall be under the jurisdiction of this Committee, which shall have control of, and be
responsible for, the selection of Apprentices and shall be vested with full power and authority to enforce all conditions herein. Should an Apprentice be careless and neglectful of the duties required by those in control of his/her trade training, his/her case shall be referred to this Committee for examination and action. Should any action of the Committee result in a tie vote, the entire matter shall be referred to the Joint Standing Committee.

APPRENTICE REGULATIONS

Section 25. Apprentices shall not be less than sixteen (16) years of age at the time of beginning their Apprenticeship. Before entering the trade as an Apprentice, applicant must be approved by majority vote of the Joint Apprenticeship Committee.

Section 26. (a) The Joint Apprenticeship Committee shall establish a training program for Apprentices. The training program of Apprentices shall include thorough training in all phases of Composing Room work.

(b) The term of Apprenticeship shall not be 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 progress made by the Apprentice, and the term of his/her Apprenticeship may be shortened to the extent of such accelerated advancement.

(c) The Company shall be entitled to one (1) Apprentice when at least four Compositors are regularly employed. For each addition of four Compositors regularly employed, an additional Apprentice may be added.

(d) Apprentices shall be governed as to hours, regulations of the office and working conditions the same as Compositors. The same ratio of Apprentices shall apply for overtime as applies to regular shifts.

MISCELLANOUS

Section 27. Journeymen employees must be in charge of all phototypesetting machines and related typesetting input and output devices.

Section 28. In cases where employees are laid off before the regular payday, they shall be entitled to and receive whatever sum may be due them at the next regular payday.

BEREAVEMENT PAY

Section 29. Should a death occur in the immediate family, upon proper notification, a non-probationary employee who attends the funeral shall be granted a leave of absence of three (3) consecutive days consisting of the day of the funeral and either the two (2) days preceding or the two (2) days following, or the day preceding and the day following the day of the funeral. The employee shall be compensated at the regularly scheduled straight time that he/she would have worked within the applicable period, Monday through Friday, had such death not occurred. Immediate family, for the purpose of this section means:
spouse, parents, brothers, sisters, sons, daughters, stepchildren, mother-in-law, father in law. While not paying bereavement leave pay in the case of the death of a grandparent or grandchild, the Employer will guarantee that the member shall receive time off in these instances as if these persons were considered immediate family under the terms of the agreement.

NON-DISCRIMINATION CLAUSE:

Section 30. The Company and the Union reaffirm that they are pledged to policies of employing personnel and dealing with employees (members) on the basis of ability, qualifications, and performance, with no distinction in the assignment, training, promotion, layoff, or compensation for employees because of age, race, creed, color, religion, sex or national origin. The parties will continue their long-standing practice of observing non-discriminatory practices in the application and administration of the provisions of this Agreement. The masculine pronoun, whenever used herein, shall include the feminine pronoun, unless a different meaning is required by the context.

CWA/ITU NEGOTIATED PENSION PLAN

Section 31. (a) Effective January 1, 1979, the Employer agrees to contribute to the CWA/ITU Negotiated Pension Plan (hereinafter sometimes referred to as the Plan) $3.50 per shift for each employee covered by this Agreement and on September 4, 1993, such contribution is to be increased to four (4) percent of straight-time earnings for the purpose of providing pensions on retirement, death benefits, and other related benefits for covered employees of the Company and other contributing employers. Contributions shall be made for any straight-time earnings for which an employee receives compensation (e.g.; vacations, holidays, bereavement leave, jury duty). The Company will not make a pension contribution for any overtime, sick, or short-term disability earnings. The Plan is jointly administered by trustees appointed in equal numbers by the Union and Employers under an agreement and declaration of trust, and has been found by Internal Revenue Service to be entitled to exemption under the Internal Revenue Code.

Effective January 1, 2005, the Company Contribution to the plan shall remain at five percent of straight time earnings.
Effective January 1, 2007, the Company Contribution to the plan shall increase to six percent of straight time earnings.
Effective January 1, 2008, the Company Contribution to the plan shall increase to seven percent of straight time earnings.

(b) Contribution shall be made by check, and shall be made payable and forwarded to the CWA/ITU Negotiated Pension Plan, P.O. Box 2380, Colorado Springs, Colorado 80901, no later than the twentieth (20th) of the
following month, together with reports on forms to be furnished by the Plan. The Company shall supply to the Chapel Chairman a copy of either the Union representative’s copy of Negotiated Pension Plan remittance forms or a copy of the Company’s printout forms on a monthly basis.

(c) 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.

(d) Unless otherwise explicitly agreed in writing, benefits provided by contributions to the CWA/ITU Negotiated Pension Plan pursuant to this section shall be in addition to all other benefits heretofore provided by the Employer and/or any plan or trust to which the Company had made contributions.

Section 32. 401(k) Plan. The Company will provide a 401(k) deferred savings plan to eligible CWA Local 37002 members.

FAMILY AND MEDICAL LEAVE

Section 33. The Family Medical Leave Act allows eligible employees to take up to 12 weeks of unpaid leave in a 12-month period. The leave can be taken for the birth, adoption or foster placement of a child, the care of a family member with a serious health condition or the employee’s own serious health condition.

Section 34. It is agreed that the only parties to this Agreement are the Minnesota Newspaper Guild/Typographical Union, CWA Local 37002 and Brown & Bigelow Inc. It is further agreed that the Printing, Publishing and Media Workers Sector approval of this Agreement, as complying with its laws, does not make it a party hereto.

SIGNATURES:

IN WITNESS WHEREOF, the undersigned parties to the foregoing Contract and Scale of Wages have hereunto affixed their signatures this ________ day of ______________, 2007.

BROWN & BIGELOW INC.  MINNESOTA NEWSPAPER GUILD/ TYPOGRAPHICAL UNION

___________________________  ________________________________
William D. Smith, President  Martin Demgen, Local Representative

___________________________  ________________________________
Judith Schult, Member  Jack C. Farbelow, Chair
This Agreement is approved as being in compliance with the laws of the Printing, Publishing and Media Workers Sector of the Communications Workers of America, as limited by the Taft-Hartley Law, and the undersigned, on behalf of the Executive Council of the Printing, Publishing and Media Workers Sector, hereby pledges, as a matter of union policy only, its full authority under its laws to the fulfillment thereof without becoming a party thereto and without assuming any liabilities thereunder.

IN WITNESS WHEREOF, I have hereto set my hand and seal, this _______ day of __________ 2007

President
Printing, Publishing and Medial Workers, CWA
Letter of Agreement No. 1 – Tuition Reimbursement

Minnesota Newspaper Guild Typographical Union
2855 Anthony Lane South
Suite 100
St. Anthony  MN 55418

Attn: Martin Demgen
Letter of Agreement No. 1

Dear Christine:

This letter constitutes a Letter Agreement between Brown & Bigelow and the Communication Workers of America’s Minnesota Newspaper Guild Typographical Union (“Union”). The matters recited in this Letter Agreement reflect agreements made by the parties but due to its nature the parties wish to make it an addendum to the Collective Bargaining Agreement. These agreements are the result of collective bargaining and are intended to be part of an overall agreement between the parties, which have or will result in the Collective Bargaining Agreement with the Union covering the period between January 1, 2000 to December 31, 2002. If such Collective Bargaining Agreement is not reached, then this Letter Agreement shall not have any force of effect.

It is the Union’s and Brown and Bigelow’s joint objective to improve the competency of journeymen members/employees, covered by the Collective Bargaining Agreement between the parties, in the area of electronic ad production.

To achieve this objective, Brown & Bigelow, in cooperation with the Union, is willing to establish a Tuition Reimbursement Program based on the following criteria:

Tuition Reimbursement Criteria:

The program will be available to all nonprobational members in good standing with the Union who are covered by the Collective Bargaining Agreement between the parties.

It will be each interested individual to research the ability of courses, secure appropriate Brown and Bigelow approval (prior to registration), properly register for courses and begin training.

Prior to registration, and seeking Brown and Bigelow approval, the interested individual will determine the availability of securing funds and determine the amount, if any, from the Union’s training fund. If Union training funds are available they will be utilized before funding from the Brown and Bigelow Tuition Reimbursement Program. It is both parties intention the Union training funds will supplement Brown and Bigelow’s Tuition Reimbursement Program and Reimbursement from either program will not be duplicated.

Only accredited institutions and qualified courses will be eligible for participation in the Tuition Reimbursement Program. Brown & Bigelow will identify the skills essential to its Composing Department and the applicable training criteria and education. This information will be continually updated and available upon
Individuals participating in the program will be eligible for tuition reimbursement up to a maximum of $750 annually.

Upon presentation to Brown & Bigelow of documentation of successful completion of the course, the participating individual will be eligible for reimbursement.

Brown and Bigelow will reimburse the participating individual one third of their tuition cost upon the successful completion of the course; one third the six months after the successful completion of the course. Tuition is defined as the registration cost of the course paid to the accredited school or institution and books or material required to take the course.

Any participating individual who is not employed by Brown & Bigelow and in good standing with the Union at the time their tuition reimbursement is scheduled to be paid forfeits their right to present and future reimbursements in spite of meeting all of the other criteria of the Tuition Reimbursement Program. The participating individual must be a Brown & Bigelow employee and in good standing with the Union to be eligible to receive tuition reimbursement payment.

Brown & Bigelow reserves the right to change, modify or discontinue the Tuition Reimbursement Program at its discretion, without further negotiations with the Union by giving proper written notice.

BROWN & BIGELOW

By: __________________________
William D. Smith

Title: __________________________
President

Executed: _________________, ?

Renewed:

_______________, 2007

By: __________________________
Martin Demgen, Local Representative
Newspaper Guild/Typographical Union

By: __________________________
William D. Smith, President
Brown & Bigelow Inc.
Letter of Agreement No. 2

October 22, 1971

Mr. Norman Hammink
President
St. Paul Typographical Union

This letter will address itself to your request for a severance provision in our Labor-Management Agreement.

It is the firm policy of Standard Packaging Corporation, reaffirmed at the highest executive level, that no such provision, under any circumstances, be included in any Labor agreement, at any division or location.

It is, however, our policy to make flexible appropriate severance pay provisions, whenever an operation is discontinued or moved. Our approach is to consult with the Local Union involved, discuss the situation thoroughly, and establish the specific severance allowances to be paid. This practice has been developed with experience and applied at several locations in recent years, with benefits paid to employees actually severed from employment with the Company.

In the unlikely event of a discontinuance of the Brown & Bigelow Division, or of the Composing Room situation therein, we would expect to follow this approach.

Sincerely,

James Castner
Director, Labor Relations

Renewed:

_________________________ , 2007

By: ____________________________
William Dl Smith, President
Brown & Bigelow Inc.

By: ____________________________
Martin Demgen, Local Representative
Newspaper Guild/Typographical Union
Letter of Agreement # 3

November 21, 2003

Robert Petschke/Craig Smith
Brown & Bigelow
345 East Plato Boulevard
St. Paul, MN  55107

Dear Sirs:

In conjunction with a new Collective Bargaining Agreement recently negotiated between the parties the following agreement was made:

At least one Compositor, currently Warren Smallman, will receive bonus pay for product-line development and other specialty work. This bonus shall be $.80 per hour to base pay for all hours worked.

Sincerely,

Martin Demgen
Local Representative
Newspaper Guild/Typographical Union

_____________________________
Robert Petschke, Brown & Bigelow

_____________________________
Craig Smith, Brown & Bigelow

RENEWED:
March 27, 2007