CONTRACT
AND
SCALE OF WAGES
BETWEEN
MINNESOTA NEWSPAPER AND
COMMUNICATIONS GUILD
CWA LOCAL 37002
and
MACKAYMITCHELL ENVELOPE
COMPANY

January 1, 2012 to December 31, 2013
1. This Agreement made and entered into between the Employer and the Minnesota Newspaper Guild and Communications Guild signatory to this Agreement (which Union is under the jurisdiction of the Communications Workers of America).

WITNESSETH THAT,

RECOGNITION

2. 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 a ratio of apprentices to journeypersons provided for elsewhere in 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 and after the thirtieth (30th) day following the effective or execution date of this Agreement or on and after the thirtieth (30th) day following the beginning of their employment, which ever is the later, become and remain members in good standing of 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

3. The Employer and the Union agree that the provisions herein contained shall be operative from January 1, 2012 through December 31, 2013.

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

4. a. Jurisdiction of the Union and the appropriate unit for collective bargaining is defined as including all Pre-press Department work covered by this contract, and includes classifications such as: all hot metal prepress work; Markup; typesetting machine operators; makeup persons; paste 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 plate making process. Paste makeup for the camera as used in this paragraph includes all photostats and prints used in offset or letterpress work and 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.

b. 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/she will have the cooperation of the foreperson in checking the possible violation of this Article.
c. Upon the installation of new phototypesetting, photocomposing or paste makeup processes, the Employer agrees that the resulting paste makeup work and all other Pre-press Department 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 Pre-press Department 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 work flow 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
5. a. 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.

   b. 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.

   c. The Employer agrees that upon the installation of any phototypesetting or photocomposing machines or other new processes covered in subsection 4 (c) it will supply full opportunity to journeypersons or apprentices to become proficient in their operation on the following basis:

      (1) First the employee must demonstrate aptitude for the class of work involved to the satisfaction of the Employer and the Union.
(2) 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 workshift, the employees will be expected to train on their own time a like number of hours.

(3) Full opportunity is understood as a period of retraining under the mutual responsibility of the Employer and the Union. The Employer agrees that it 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.

(4) 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

6. 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.

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

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

Local Union shall establish a system for registering and recording priority standing of journeypersons 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.

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 Pre-press Department.

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

UNION AND CHAPEL RULES

7. 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 or other management rules, practices or procedures not in conflict with this Agreement.

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 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
8. 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 Communications Workers of America 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.

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 if that picket line is a lawful strike sanctioned by the local union and the International Union.

EMPLOYMENT, DISCHARGE, PRIORITY

9. The operation, authority, and control of the Pre-press Department shall be vested exclusively in the office through its representative, the foreperson, who shall be a member of the Union. In the absence of the foreperson, his/her designee shall so function and may direct the work.

The foreperson 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.

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

Upon demand the foreperson shall give the reason for discharge in writing within seventy-two (72) hours. This Article shall apply to incoming as well as outgoing forepersons.

The foreperson 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, it 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. The foreperson or his/her designee shall discuss any questions as to the competency in this area and the final decision will be by the foreperson 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.

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

10. 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.

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 the intent of the Union to cooperate fully with the Employer to the end that the Pre-press Department may be operated harmoniously.

JOINT STANDING COMMITTEE

11. 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 be submitted to a Joint Standing Committee of two representatives of the Union and a like committee representing the Employer.
In case of a vacancy, absence, or refusal of any 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, which cannot be settled otherwise, and such Joint Standing 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.

It is the sense of this Agreement that the foreperson and Chapel Chair 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 it in writing to the Joint Standing Committee.

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 Article(s) of the contract violated.

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 arbiters. 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.

The fees and expenses of the Arbitrator shall be paid one-half (1/2) by the Employer and one-half (1/2) by the Union. Pending arbitration and decision thereunder, 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:

A written grievance is filed within 10 (ten) working days.

In case any employee is discharged, the 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.

The discharged employee need not be reinstated pending any decision. However: When an employee is reinstated by decision of the 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**

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

**Effective 1/1/07:**
<table>
<thead>
<tr>
<th>Shift</th>
<th>Hourly Rate</th>
<th>Weekly Rate</th>
<th>Total Yearly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Shift</td>
<td>$21.31</td>
<td>$149.17</td>
<td>$745.85</td>
</tr>
<tr>
<td>2nd Shift</td>
<td>$21.54</td>
<td>$150.78</td>
<td>$753.90</td>
</tr>
<tr>
<td>3rd Shift</td>
<td>$21.67</td>
<td>$151.69</td>
<td>$758.45</td>
</tr>
</tbody>
</table>

(Shift differential pay is 23¢ per hour for second shift; 36¢ per hour for third shift, and is reflected in the above rates).

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.

c. Upon ratification of this Agreement, the Employer will make a one-time payment of $500 to each member of the bargaining unit. No other payments will be made.

**HOLIDAYS**

13. a. 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, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, day before Christmas and Christmas Day or days celebrated as such, shall be paid for at the rate of two and one-half times the 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.

All employees with seniority will be granted one additional floating holiday, their birthday and their Anniversary date of employment during the contract year. The particular days off with pay will be granted by mutual agreement between the employee and the foreperson.

b. 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 provision of paragraph 13(a) of this Article. 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.

c. When a holiday falls on a Saturday (or Sunday in the 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.

d. When no work is performed on the above enumerated said holidays, or days celebrated as such, employees shall receive pay for one (1) shift at 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 the employee from receiving holiday pay.

e. An employee with seniority who is on temporary layoff shall be paid for the holiday to the same extent as if he/she had worked and qualified in accordance with above under this Article, 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.
f. 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**

14. The term service in the local as used herein means Local Union No. 30 with regard to the geographic area served by them on the effective date of this Agreement.

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.

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.

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.

Any employee with more 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 ten (10) shifts worked up to a maximum of twenty (20) days. The fourth week of vacation can be taken one or more days at a time at any period of the year by mutual agreement between the company and employee.

Any employee with twenty-four (24) years service with the Employer, Mackay-Mitchell Envelope Corp., shall receive vacation on the basis of one (1) day for each eight (8) shifts worked up to a maximum of twenty-five (25) days. The fifth (5th) week of vacation can be taken one or more days at a time at any period of the year by mutual agreement between the company and employee.

All employees who qualify for four (4) or more week’s vacation shall take two (2) weeks vacation between May 1 and September 1. The remaining 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/she shall notify the foreperson of his/her intentions as much in advance as possible. The Employer agrees to cooperate in allowing such requests whenever it is reasonably possible to do so.

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 foreperson 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.

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 proceeding such vacation period. Where two (2) or more employees have requested conflicting days, priority shall prevail.

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.

This shall be paid for at the employee’s regular rate of pay on the next regular pay day. Shifts worked or paid for shall be counted in computing vacation credits.

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

Employees will be permitted to take up to 5 (five) days of vacation as sick leave. This leave cannot be taken the day before or after a holiday or scheduled vacation. This leave would be granted at management’s sole discretion by seniority and by shift. If previously scheduled
with and approved by supervisor, this leave may also be taken in 4 (four) hour increments and may be utilized for other than sick leave.

Employee’s floating, birthday, and anniversary holidays may now be scheduled at any time and utilized the same as vacation/sick leave as outlined above.

Vacation Cap – After 5/1/06 a maximum of forty (40) hours of vacation may be carried over to the next vacation year, except with Employer’s permission.

No changes to the number of days earned or the current standard of taking only 4 hours or 8 hours at a time.

The following language be incorporated into Section 14:

As of January 1, 2008 vacation will be taken on a calendar year basis. As of January 1, 2008, vacation days will be posted and available to use. The vacation days posted will be the days that would have been posted on May 1, 2008. For example, if an employee would have had 10 days posted on May 1, 2008, the 10 days will be posted and available to use as of January 1, 2008.

Current employees who normally would have received an additional week of vacation for completing 5, 10 or 24 years of service on May 1st will receive the additional week of vacation on the prior January 1st if their anniversary date falls between January 1st and May 1st.

Employees hired between May 1st and December 31, 2008 will have vacation posted on January 1, 2009 on the basis of 1 day vacation for every 21 shifts worked from the date of hire through December 31, 2008, but not to exceed 10 days.

**HEALTH & WELFARE INSURANCE**

During any layoff, the health and welfare insurance plan will remain intact, with premiums being covered by MackayMitchell for all missed paychecks, for a period of thirty days. After thirty days of layoff, the employee may continue coverage under the provisions of COBRA.

15. The Employer agrees to pay to the Typographical Welfare Fund (under joint administration) an amount equivalent to 80% of the current premium due each month, 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.

Effective 4/1/05 the parties have agreed to substitute the Employer's Health Partners Medical Plan and the Company's Dental Plan for the Union Health Partners health insurance coverage currently provided. The Employer will contribute eighty percent (80%) of the cost of such coverage and the employees will contribute twenty percent (20%).

Effective 1/1/06 the parties have agreed to substitute the Employer's Blue Cross Blue Shield Medical Plan and the Company's Dental Plan for the Employer’s Health Partners health insurance coverage currently provided. The Employer will contribute eighty percent (80%) of the cost of such coverage and the employees will contribute twenty percent (20%).

Effective 1/1/07 the Employer will contribute seventy-five percent (75%) of the cost of the Blue Cross Blue Shield Medical Plan and the employees will contribute twenty-five percent (25%). The Employer will continue to contribute eighty percent (80%) of the cost of the Company's Dental Plan and the employees will contribute twenty percent (20%).

The Employer agrees to continue the same amount of life insurance, short-term disability, and accidental death and dismemberment coverage previously provided by CNA
under the Typographical Welfare Fund. Through 12/31/07 the Employer will contribute eighty percent (80%) of the cost of such coverage and the employees will contribute twenty percent (20%).

The employees will contribute an amount equivalent to 20% of the current premium due per month to that same Fund, through payroll deduction.

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.

Health and 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.

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

The Trustees shall then determine, by review of the level of reserves, anticipated income and claim payments record whether there will be a need for an increase in contribution to the Fund. If necessary, the Trustees may employ the services of an actuary to aid in this determination.

The contribution by the employee will 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.

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 welfare insurance for the employees and their dependents and such insurance shall be purchased from a carrier chosen by the Trustees.

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.

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.

Effective 1/1/95, members of the Minnesota Newspaper Guild Typographical Union employed at MackayMitchell Envelope Company, LLC, may participate in MackayMitchell’s IRS Section 125 Flexible Benefit Plan specifically for purposes of the Group Medical optional benefit described in Section 2.8(a) of the Plan Document. It is understood and agreed that such participation specifically will not entitle them to participate in the optional benefits described in Sections 2.8 (b) and (c) of said document. The union agrees that the employer may unilaterally amend or discontinue said Plan as it deems necessary.

PAYROLLS

16. 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 pay day falls on a holiday the day preceding such holiday shall be pay day. The employer may, at its option, implement a biweekly pay schedule. Upon doing so the employer will maintain its Thursday pay date and will continue its current practice of advancing employees their vacation pay. During Monday and/or Tuesday holiday weeks the payday will be moved to Friday instead of Thursday.

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

b. No employee shall be docked for more than the time actually lost as shown by time card.
c. The Employer will transition to a biweekly payroll. The Employer will make a bridge loan available to individuals that would find the transition to a two-week payroll a burden.

**WORK WEEK - HOURS**

17. a. The work week (exclusive of time off for lunch which shall not be less than one-half (1/2) hour nor more than forty-five (45) minutes) shall be five (5) consecutive days or five (5) consecutive nights of seven (7) hours each, Monday through Saturday. **Upon ratification and for the duration of this Agreement, members of the bargaining unit shall be scheduled for not less than seven and one-half (7.5) hours per work day.** 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.

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

c. 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 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.

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.

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

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

f. Time lost because of holidays shall not be made up by employees on regularly scheduled day off except by payment of the overtime rate.

g. 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.

h. 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.

All work done during the first eight (8) hours of work on Saturday will be paid for at time and one-half and double time thereafter.

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.

Double time will be paid for work performed on Sunday and on holidays as more fully explained at Article 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 that Company’s contract.
i. Any employee who is called back to work after having completed his/her 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.

j. The following will supersede any international or local overtime laws and regulations. Overtime will be distributed as equally as possible among all employees who regularly or customarily perform the classification of work in which the overtime is required. Refusals will be counted as time worked for purposes of equal distribution.

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.

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 foreperson and the Chairperson must agree on bumping and transfers at least one (1) day in advance of the transfer or the bumping.

k. Any question over the distribution of overtime shall be handled at once by the foreperson and Chapel Chair or acting Chairperson.

l. 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 (1) hour which is required at the end of that regular shift.

**SANITARY AND SAFETY CONDITIONS**

18. a. Sanitary and safety conditions in Pre-press Department 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.

b. 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**

19. a. It is understood that employees oldest in priority will 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 (6) months, provided that additional time can be established by mutual agreement between the Company and the Union.

b. Any employee desirous of becoming familiar with all classes of work and the operation of any and all equipment in the Pre-press Department must be given the opportunity by the foreperson. Provided that any employee desiring to take advantage of this provision shall do so on his own time and not during his regular working hours. The time chosen for such work shall be satisfactory to the foreperson, who shall cooperate with the employee for the purpose of carrying out the intention of this provision.
JURY DUTY

20. When an employee receives notice of jury duty, he/she shall notify his/her supervisor at once. He/She will be given leave for such jury duty and will be made whole for loss of pay during that period. He/She will be considered a first shift employee and will report for work on the first shift whenever his/her 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/her wages will be computed as if he/she had worked on the first shift at straight time and be paid in full thereof, minus the amount evidenced by his/her jury check, exclusive of mileage allowance. A substitute will not be required to replace any employee on jury duty. 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. Whenever considered necessary by the Employer because of the needs of the business at a particular time or 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

21. 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/her credit on his/her return to duty.

BEREAVEMENT LEAVE

22. 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 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 the day of the funeral. When a death occurs in the winter and the burial is postponed until spring, employees may take two (2) consecutive days for the funeral and later take one (1) day in the spring for burial. The employee shall be compensated for 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 Article, means: Spouse, parents, brothers, sisters, sons, daughters, step-children, step-mother, step-father, mother-in-law, father-in-law, grandparents and grandchildren. Effective 4/1/05 employees will be granted a paid leave of five (5) business days in the event of the death of a spouse.

PENSION PLAN

23.a. The Employer will contribute fifty-seven cents ($.57) per hour to the CWA/ITU Negotiated Pension Plan (hereinafter sometimes referred to as the Plan) for each “straight-time” shift worked by each journeyperson, apprentice and typographical assistant covered by this Agreement, including any eighth 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).

Effective September 1, 1998, the Employer contribution shall increase to sixty-two cents ($.62) per hour for each straight-time shift and effective September 1, 1999, the Employer contribution shall be sixty-seven cents ($.67) per hour for each straight-time shift. Effective September 1, 2002, the Employer contribution shall increase to seventy-two cents ($.72) per hour for each straight-time shift.
Effective April 1, 2005, the Employer contribution shall increase to eighty-one cents ($0.81) per hour for each straight-time shift.
Effective April 1, 2006, the Employer contribution shall increase to ninety cents ($0.90) per hour for each straight-time shift.
Effective April 1, 2007, the Employer contribution shall increase to one dollar ($1.00) per hour for each straight-time shift.

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 Internal Revenue Service to be entitled to exemption under the Internal Revenue Code.

b. 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, Colo. 80901 no later than the 20th of the following month, together with reports on forms to be furnished by the Plan.

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. 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. 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.

e. The Employer agrees that in addition to the Union’s right to enforce this Article, 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 incurred in connection therewith.

APPRENTICES

24. 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 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 progress made by the apprentice, and the term of his/her 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 journeypersons 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 Article 11 of this Agreement.
f. Scale: Apprentices shall be paid not less than the following percentage of the journeypersons scale (provided, however, all apprentices shall receive the same shift differential as journeypersons):

First year ........... 60% of journeyperson scale  
Second year .......... 70% of journeyperson scale  
Third year ........... 80% of journeyperson scale  
Fourth year .......... 90% of journeyperson scale

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).

g. 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.

h. 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, an 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.

i. Opportunity to Learn: The foreperson 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 Pre-press Department as provided herein.

**TYPOGRAPHICAL ASSISTANTS**

25. 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:

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

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

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 Assistants classification only.

In the event that the Employer declares an opening in an apprenticeship, the Typographical Assistants working for the Employer will be given the 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.

Typographical Assistants, at a minimum, will be paid according to the following scale of wages:
First year. 50% of 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

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

The Employer may employ up to one Typographical Assistant. If the Employer operates more than one shift, it may also employ one additional Typographical Assistant per shift.

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. The 25% rule will not be violated where the figure equals or exceeds a fractional number of one-half (1/2) and the Employer hires one (1) Typographical Assistant to fill that fractional number.

In the event of the assignment of overtime or layoff for lack of work, journeypersons and apprentices will be given priority preference over Typographical Assistants performing the same work.

Provided, however, that the Employer may retain one 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.

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.

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) days per year.

Pension contributions will begin after four (4) months of employment.

**NON-DISCRIMINATION**

26. 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 this Agreement.

The parties agree that all grievances alleging discrimination will be dealt with by the parties through the normal grievance procedure set forth in Article 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 Article 11.

The Parties agree that wherever 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”.

401 (K) PLAN
27. The Employer has agreed to make a 401 (K) plan available to employees, provided there is no cost to the Employer (excluding usual and customary clerical costs that would be incurred by MackayMitchell Envelope Company, LLC). Selection and implementation of such a plan will take place as soon as reasonably possible, but no later than June 1, 1998.

DUES DEDUCTION
28. The parties have agreed to allow members to have their union dues withheld from their paychecks (dues checkoff) upon written authorization by the employee allowing the Employer to do so. The Union shall defend, indemnify and hold harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer in compliance with the provisions of this Article.

CROSS UTILIZATION
29. Without regard to the "recognition" and "jurisdiction" language, (Arts. 2 & 4) when daily production requirements necessitate, Local 37002 Union employees may be temporarily assigned duties outside their normal jobs or bargaining unit. Likewise, Union employees outside the bargaining unit may be temporarily assigned to perform duties within the Typographical Department. Senior employees within the Typographical Department will have the right to refuse such assignments only when junior people with the requisite skills are available. Employees who have a physical restriction will not be required to perform duties beyond their physical abilities. When reassigning employees, from one bargaining unit to another, the Company will not layoff employees in the "assigned to" bargaining unit.

When employees are temporarily assigned for 7.5 or more hours, they will receive their current pay rate or the rate for the position to which they are temporarily assigned, whichever is greater. When determining the pay rate for jobs with progressive wage rates, the beginning pay rate will apply, unless the employee has the requisite experience to qualify for a higher rate.

PARTIES TO THE AGREEMENT
It is agreed that the only parties to this Agreement are the Minnesota Newspaper and Communications Guild and the Employer. 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 24th day of January 2013.

For MackayMitchell Envelope Company, LLC:

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For Minnesota Newspaper and Communications Guild:

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LETTER OF AGREEMENT  
Re: Training

The parties to the collective bargaining agreement in effect from September 1, 2004 through December 31, 2007, Minnesota Newspaper Guild/Typographical Union and MackayMitchell Envelope Company, LLC, hereby agree to the following:

1. In recognition of the need to provide on-the-job training opportunities on desktop publishing hardware and software, for Typographical Union bargaining unit employees employed at MackayMitchell Envelope Company, LLC, the parties agree that some of the training will be provided by the manager.

2. It is the intent of the parties that one of the manager’s primary functions is to train employees to become proficient in new equipment and production processes.

3. While it is intended that the main purpose of this Letter of Agreement is to foster training of employees, it is recognized that production requirements necessitate that the manager will do production work until such time as the training of employees is completed. The Employer recognizes that although the manager, as a manager and trainer, will be spending a significant amount of time performing bargaining unit work, this is not the Employer’s intent for the future. As more bargaining unit members become trained, it is anticipated that will free the manager to do progressively less bargaining unit work and more work that is outside the scope of union jurisdiction.

4. It is expressly understood that this Letter of Agreement becomes null and void at the expiration of the main collective bargaining agreement. During the negotiation of a successor agreement, this agreement will remain in full force and effect.

5. The parties understand and agree that training is a shared responsibility of both the Employer and the employee. Employees who demonstrate aptitude and who wish to be provided additional training must first request training, in writing, specifying the type of training desired. Candidates for training must be willing to make reasonable adjustments in their hours and work schedules so that production requirements can be met to accommodate such training. The Chapel Chairperson, the foreperson, the manager and the individual involved will consult with each other to determine the least disruptive manner in which training can be accomplished.

6. During the term of this Agreement, no qualified employee may be laid off while the manager is performing significant amounts of bargaining unit work that the employee is qualified to perform.

7. If the foreperson and the manager differ as to the qualifications, competency, or incompetency of employees performing computer work the manager’s judgment will prevail.

8. This Letter will apply to only one (1) manager at any given time.

Dated_________

For MackayMitchell Envelope Company, LLC:
For Minnesota Newspaper and Communications Guild:
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 either 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__________

For MackayMitchell Envelope Company, LLC:

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For Minnesota Newspaper and Communications Guild:

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LETTER OF AGREEMENT
Re: M-Print

All small M-Print work orders (10,000 units or less) may be performed outside of the bargaining unit.

Dated__________

For MackayMitchell Envelope Company, LLC:

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For Minnesota Newspaper and Communications Guild:

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LETTER OF AGREEMENT
Re: Posting of Earnings

In instituting the dues deduction system as part of the bargaining agreement, there no longer is a need to post employees’ earnings for dues collection purposes. In recognition thereof, the parties hereby agree that the Union will no longer post employees’ earnings or dues. Any member is entitled to receive from the Union all information regarding his/her dues (including monthly earnings of that individual) through the Union office.

Dated__________

For MackayMitchell Envelope Company, LLC:
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For Minnesota Newspaper and Communications Guild:
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LETTER OF AGREEMENT
Re: Dues Deduction

The Employer agrees to deduct each week from the wages of the employees covered by this Agreement such Union dues as the Union advises the Employer are owing from such employees, and to remit such monies to the Union representative no later than the payday following the last Saturday of each month. Provided, however, that the Employer will make such deductions from the wages of the employees who submit to the Employer written authorization to do so. Said authorization shall be irrevocable for a period in excess of one (1) year, unless it is revoked by written notice not sooner than twenty (20) days nor longer than ten (10) days prior to the expiration of this Agreement, to both the Employer and Union by registered mail.

Authorizations filed hereunder shall be in the following form:

**Dues Authorization Form**

Minneapolis, MN

Date of Authorization

I hereby authorize and direct MackayMitchell Envelope Company, LLC to deduct from any salary or other earnings standing to my credit on its books at the end of each full payroll week following the date of this authorization the amount of current dues payable by me to the Minnesota Newspaper and Communications Guild during such calendar month according to the certified schedule filed by the Union with MackayMitchell Envelope Company, LLC.

I further authorize and direct MackayMitchell Envelope Company, LLC to remit all sums so deducted to the Minnesota Newspaper and Communications Guild.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one (1) from the date appearing above or until the termination of the collective bargaining agreement between yourself and the Union, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective bargaining agreement between yourself and the Union, whichever period shall be shorter, unless written notice of its revocation is given by me to yourself not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between yourself and the Union, whichever occurs sooner. Such notice of revocation shall become effective for the payroll week following the week in which you receive it.

I agree to save MackayMitchell Envelope Company, LLC harmless against any and all claims and liability for or on account of the deductions made from my salary or other earnings and remitted to Minnesota Newspaper and Communications Guild pursuant to the terms of this authorization.

_________________________
Full Signature of Employee

_________________________
Signature of Witness

Dated____________________
For MackayMitchell Envelope Company, LLC:

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For Minnesota Newspaper and Communications Guild:

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LETTER OF AGREEMENT  
Re: New Absentee/Tardiness and Drug/Alcohol Policies

Upon ratification the Employer will implement its new Absentee/Tardiness Policy. All employees will start this new policy with zero (0) points.  
Upon ratification the Employer will implement its new Drug/Alcohol Policy.  
These policies are the same as those previously implemented in the GCIU, Local 1-B collective bargaining unit.

Dated_________

For MackayMitchell Envelope Company, LLC:

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For Minnesota Newspaper and Communications Guild:

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