CONTRACT

between

Minnesota Newspaper & Communications Guild

CWA Local 37002

and

CE Print and Promo

January 1, 2025 through December 31, 2028

CONTRACT

This Agreement is made and entered into between CE Print and Promo ("Employer") and the Minnesota Newspaper & Communications Guild, CWA 37002 ("Union").

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ARTICLE 1: RECOGNITION

1. The Employer hereby recognizes the Union as the exclusive bargaining representative of all employees covered by this Agreement. The words “employee” and “employees” when used in this Agreement apply to all Prepress Technicians, Prepress Technician Trainees and Prepress Senior Technicians. All work within the jurisdiction of the Union shall be performed by Prepress Technicians, Prepress Senior Technicians, and Prepress Technician Trainees.
2. All present employees who are members of the Union, and all employees who are hired hereafter, shall, on and after the thirtieth (30^{th}) day following the effective or execution date of the Agreement or on and after the thirtieth (30^{th}) day following the beginning of their employment, whichever is the later, become and remain members in good standing to the Union as a condition of continued employment. Employees who pay an amount equivalent to the Union’s initiation fees and dues relating to the Union’s representational function shall be deemed to have satisfied the membership in good standing obligation.

ARTICLE 2: TERM OF CONTRACT

1. The Employer and Union agree that the provisions herein contained shall be operative from January 1, 2025 through December 31, 2028.
2. If either party wishes to propose an amendment to this Agreement or a new contract to take the place of this one upon its expiration date they shall notify the other party in writing at least sixty (60) days prior to expiration of the contract. Failure to give such notice, however, shall not be construed as extending this contract beyond its expiration date.

ARTICLE 3: JURISDICTION

1. Jurisdiction of the Union and the appropriate unit for collective bargaining is defined as including all composing room work covered by this contract, and includes classifications such as: Technicians, Technician Trainees and Senior Technicians- running digital equipment, getting files ready to print or forwarding ready files to plate making, etc. In emergencies, where union represented employees are not available to accomplish the work on deadline, non-union employees may be used temporarily to do the work. It is understood that the repair of equipment will be subcontracted.
2. In the event the Union has reason to believe that jurisdiction is being violated in the processing of a particular job, the Union and the employer will meet to discuss possible violation of this section.

ARTICLE 4: UNION SECURITY

1. There shall be no interference or attempt to interfere with the operations of the Union.
2. Upon an employee's voluntary written assignment, the Employer shall deduct dues from each paycheck of such employee and pay to the Union not later than the 10th day of the following month an amount equal to the Union’s initiation fees, dues, and assessments. Such amounts shall be deducted from the employee's earnings in accordance with the Union's schedule of rates furnished to the Employer 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.

3. The Employer shall provide with the monthly dues payments to the Union accompanying documentation detailing the following for each employee: pay period, date paid, hours paid by category (regular, vacation, sick, unpaid, etcetera), gross pay by category, and total dues deducted.

4. The dues deduction assignment shall be made upon the following form:

ASSIGNMENT and AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

To: CE Print and Promo,

I hereby assign to the Minnesota Newspaper & Communications Guild and authorize the Employer to deduct from each paycheck from any salary earned or to be earned by me as an employee, an amount equal to Guild initiation fees, dues and assessments as certified by the Treasurer of the Guild starting in the first week in the month following the date of this assignment. I further authorize and request the Employer to remit the amount deducted to the Minnesota Guild not later than the 10th day of each month.

This assignment and authorization shall remain in effect until revoked by me but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between yourself and the Guild, 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 year each or for the period of each succeeding applicable contract between the Employer and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Employer and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable contract between the Employer and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer receives it.

This assignment and authorization is voluntarily made in order to pay my equal share of the Guild's costs of operation and is not conditioned on my present or future membership in the Guild.

This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relation to Guild initiation fees, dues and assessments.

________________________ Employee's signature

________________________ Date

ARTICLE 5: RECEIVING JOBS/WORK

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. The Company’s customers send the vast majority, e.g. 95%+ of their files via email or upload them to our website. The files may be sent to or accessed by sales reps, CSR’s, managers, as well as by a bargaining unit employee.

ARTICLE 6: TRAINING

1. 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.

2. The Employer agrees that upon the installation of any photo typesetting or photocomposing machines or other new processes covered in Article 3: Jurisdiction the Employer will supply full opportunity for employees to become proficient in their operation on the following basis:

   a. First the employee must demonstrate aptitude for the class of work involved to the satisfaction of the Employer and the Union.
   b. First opportunity for retraining shall be given present employees on the basis of priority, previous related training, aptitude, and the production needs of the Company, with the understanding that any training, which is to be provided on Company time, must be related to the needs of the Employer.
   c. Full opportunity is understood as a period of retraining under the mutual responsibility of the Employer and the Union. The Employer agrees that the Employer will support the employee through the retraining process, and the Union agrees to supply partially trained journeypersons and/or apprentices for the purpose of retraining. It is agreed that expenses related to any vocational-technical school training shall be paid from available funds from the jointly trusteed educational fund if approved by the Joint Apprenticeship Committee.
   d. Any employee who does not feel that he or she is being given appropriate retraining (as otherwise defined in the contract) shall promptly refer the matter to the Union and the Employer.

ARTICLE 7: STRUCK WORK

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

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

ARTICLE 8: EMPLOYMENT, DISCHARGE, PRIORITY

1. The operation, authority, and control of the composing room shall be vested exclusively with the Employer.

2. The Employer may discharge or otherwise discipline employees for just cause. Just cause includes incompetency, neglect of duty, violation of Employer rules not in conflict with the terms of this contract, or other serious infraction of the normal employer/employee relationship. For more on just cause and discipline, see Article 10: Discipline.

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

4. Upon demand, the Employer shall give the reason for discharge in writing within 72 hours.

5. Layoffs. The Employer may lay off 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, the Employer 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 that they are competent to perform which is being performed by an employee with less seniority.

6. The Employer shall discuss any questions as to the competency in this area and the final decision will be by the Employer; provided, however, that the Union has the right to challenge and arbitrate the decision if it is arbitrary or capricious.

7. Recall from layoff. Should there be any increase in the workforce, 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 that employee 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.

ARTICLE 9: STATEMENT OF INTENT

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

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

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

ARTICLE 10: DISCIPLINE

1. The Employer shall not discharge or discipline any employee without just and sufficient cause. All discipline will be progressive, absent circumstances warranting accelerated disciplinary penalty.

2. The Employer may discharge or discipline any employee for job performance, safety violations, excessive absenteeism, inability to work under employer direction, violation of the employer's work rules, misconduct, or other problems that may arise.

3. Representatives. Employees shall have the right to have a union representative(s) present at any discussion with the employer that is of an investigatory nature that may lead to discipline, where formal discipline will be administered, and in all grievance meetings. An employee shall be given one (1) working day advance notice when such discussion or meeting is scheduled, and the employee shall be informed of the nature of the complaint against the employee. The discussion or meeting shall not proceed until the union representative(s) are given a reasonable opportunity to be present.

4. Corrective Action. There are four forms of corrective action:

a. Verbal Warning. The Employer may select to counsel an employee following a minor offense, or a first offense, in an effort to eliminate any possible misunderstanding and to clarify performance criteria. If the Employer selects this option, it shall help the employee develop a solution and/or improve performance to the appropriate level. Supervisors are to inform the employee of the seriousness of the meeting, and to follow up with an email or letter that states the conversation was a verbal warning.
b. Written Warning. The Employer may meet with an employee and present the employee with a written notice of corrective action. A written warning is designed to ensure the employee is fully aware of the seriousness of the misconduct and/or performance problem, and the consequences if the problem is not corrected. The Employer and the employee shall set a time frame and a check-in program, during which the improvement must be made and maintained in accordance with the terms of the warning and/or any plan for improvement. A record of the written warning and improvement plan shall be kept in the employee's personnel file.
c. Suspension. The Employer may suspend an employee with or without pay for an instance of significant or repeated misconduct or performance problem. The Employer will set the timeframe for the suspension and provide it to the employee in writing.
d. Discharge. The Employer may discharge an employee for an instance of serious, or repeated misconduct or performance problem. The Union shall be notified in writing within three (3) business days if a bargaining unit employee is terminated involuntarily.

5. If, after twelve (12) months, no further action is taken for a similar offense, prior written disciplines (not including suspensions) shall not be used in any future disciplinary action; nor will it be referred to in a grievance or arbitration proceeding. After twenty-four (24) months, if no further action is taken for a similar offense, suspensions shall not be used in any future disciplinary action; nor will the suspension be referred to in a grievance or arbitration proceeding.

ARTICLE 11: GRIEVANCE PROCEDURE

1. A grievance is defined as any dispute or disagreement that may arise between the parties as to the application, meaning or interpretation of this Agreement. The purpose of this procedure is to secure, in the easiest and most efficient manner, resolution of grievances.

Step 1. Informal: An effort shall be made to resolve the grievance between the employee and the immediate supervisor. An aggrieved employee may have a Union representative's assistance with Step 1 upon request from the employee.

Step 2. If a settlement is not reached in Step 1, and the employee and/or the authorized Union representative wishes to initiate a formal grievance, it shall be set forth in writing, setting forth the nature of the grievance, the facts upon which it is based, the section(s) of the Agreement allegedly violated, and the relief requested, and filed with the Employer. No grievance shall be accepted, which has been filed more than twenty-one (21) calendar days after the occurrence of the event giving rise to the grievance or twenty-one (21) calendar days after the grievant or Union, through the use of reasonable diligence, should have had knowledge of the event. Within fourteen (14) calendar days after receiving the written grievance, the Employer and the Union Representative(s) shall arrange a meeting with or without the grievant and attempt to resolve the grievance. The Employer shall give a written answer to the designated Union Representative(s) within ten (10) calendar days of the meeting.

Step 3. If as a result of the written response in Step 2, the grievance remains unresolved, Employer or the Union may request in writing the mediation services of Federal Mediation and Conciliation Service within twenty (20) calendar days after the Employer's written answer is due. If mediation is requested, such mediation shall be conducted and completed before either party submits a grievance to arbitration. Either party can submit the dispute in writing to final and binding arbitration within thirty (30) calendar days following the conclusion of unsuccessful mediation (unless both parties mutually agree to extend the time limit).

Step 4. If the grievance cannot be satisfactorily settled by the above steps of the grievance procedure, either of the Parties may request Arbitration by giving the other Party written notice of its desire to arbitrate. The decision of the arbitrator shall be final and binding on all parties. If the parties are unable to agree on one arbitrator, either party may request a list of seven (7) prospective arbitrators from the Federal Mediation and Conciliation Service. Each party, shall in turn, strike one name until one name remains which identifies the selected arbitrator. The parties shall decide who strikes the name first by a coin flip. Either Party may request additional lists if those supplied are not satisfactory; to a maximum of three (3) lists. All expenses of the arbitration proceeding shall be shared equally between the two parties, however, neither party shall be obligated to pay any portion of the cost of a stenographic transcript without prior consent. Additionally, each party shall be responsible for compensation of its own representatives and witnesses.

ARTICLE 12: WAGE SCALE

Upon ratification, minimum hourly pay scales for job classifications within this Agreement shall be the following:

Prepress Technician Trainee: $20.50
Prepress Technician: $25.25
Prepress Senior Technician: $27.75

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

Retroactive to January 1, 2025 all bargaining unit employees will receive a 3.0% increase to hourly pay rate.
Effective January 1, 2026 all bargaining unit employees will receive a 3.0% increase to hourly pay rate.
Effective January 1, 2027 all bargaining unit employees will receive a 3.25% increase to hourly pay rate.
Effective January 1, 2028 all bargaining unit employees will receive a 3.25% increase to hourly pay rate.

ARTICLE 13: HOLIDAYS

1. Day or night work done on Sunday shall be paid for at the rate of double time. Day or night work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day before Christmas and Christmas Day, or days celebrated as such, shall be paid for at the rate of two and one-half times straight time hourly rate. When a holiday occurs during the time an employee is on vacation, an additional day with pay will be granted in addition to vacation pay.

2. All employees with seniority will be granted two additional floating holidays during the contract year. The particular day off with pay will be granted by mutual agreement between the employee and the Employer.

3. The Employer shall have the privilege of working any or all employees on such holidays if necessary in which event payment shall be made in accordance with the provisions of this section. The Employer further agrees to give employees as much notice as possible, in view of customer requirements, before an employee may be required to work on a holiday.

4. When the holiday falls on a Saturday (or Sunday in case of the day before Christmas), employees eligible for holiday pay shall be given another day off with pay at a mutually agreeable time on the Monday or Friday preceding or following the holiday, or another day off at the option of the employee. The Employer may liquidate the holiday by payment of a day's pay in lieu of time off.

5. When no work is performed on the above enumerated said holidays, or days celebrated as such, employees shall receive pay for one (1) shift of their regular straight time hourly rate. An employee must have been on the payroll for thirty (30) calendar days or more prior to said holiday and have worked the regularly scheduled shift prior to and following the holiday. Absence from either or both such shifts by mutual agreement or because of conditions beyond the employee's control shall not disqualify him from receiving holiday pay.

6. A employee with seniority who is on temporary layoff shall be paid for the holiday to the same extent as if he had worked and qualified in accordance with the above under this section, provided that the employee has worked during the week in which the holiday is celebrated, or the week before or the week after the holiday.

7. No attempt shall be made to circumvent the intent of this clause, by laying off the entire force on the day before or the day following the holiday.

ARTICLE 14: PAID TIME OFF (PTO and ESST)

Effective January 1, 2026, earned paid time off will be accrued at two different rates as Earned Sick and Safe Time (ESST) and Paid Time Off (PTO).

The Benefit Year

The 12-month period referred to as the "benefit year" for purposes of this policy is January 1 - December 31. Employees start accruing ESST and PTO immediately upon hire. PTO and ESST are available for use after it is earned.

Earning PTO and ESST

Employees will earn paid time off (PTO) and earned sick and safe time (ESST) based on their position and tenure at the company. As explained below in "Using PTO/ESST," PTO can be used for any absence *except for ESST related reasons*. ESST can be used for absences related to "*sick or safety*" related reasons, or any other reason.

All Employees (ESST)
All employees earn ESST at a rate of 1 hour for every 30 hours of work for the employer. "Work" does not include non-working time, whether paid or unpaid. Employees are limited to earning up to 48-hours of ESST in the benefit year. ESST accrues in one hour unit increments. Employees can carry over up to 80 hours of ESST from year to year with a maximum bank of 80 hours.

Eligible Employees (PTO)
Eligible employees will begin to earn PTO upon hire.

For employees who meet the tenure requirements below, the employee's hourly accrual rate is based upon their years of service on January 1 as follows:

Length of Service	Accrual Rate of PTO
Less than 5 years of service on January 1	1 hour for every 51 hours worked with a maximum accrual of 40 hours a year
At least 5 years but less than 10 years of service on January 1	1 hour for every 25 hours worked with a maximum accrual of 80 hours a year
10 years or more of service on January 1	1 hour for every 16 hours worked with a maximum accrual of 120 hours a year

Employees may carry over a maximum of one week of accrued unused PTO into a benefit year.

Carrying Over ESST
Employees may carry over unused ESST from one benefit year to the next. However, employees are limited to a maximum amount of unused ESST they can accumulate at any time to 80-hours. This is to say that if employees have earned and not used 80-hours of ESST they will cease earning any more ESST until they have used some of their ESST.

Leaving Employment
An employee who leaves employment will be paid out at their rate of pay at employment termination for accrued unused paid time (ESST, PTO or combination of the two) to a maximum of forty (40) hours.

In the event of death of an employee, accrued unused ESST and PTO shall be paid to the estate or spouse of the employee.

Using PTO/ESST

PTO
Employees who earn PTO may use PTO for most any time-off related reason, including vacation, extended holidays, and personal leave. However, employees may <u>not</u> use it for "*sick or safety*" reasons (see list below). Eligible employees can use PTO as it is accrued.

PTO must be used in increments of at least four (4) hours at a time, unless an employee has a balance of less than four (4) hours available.

An Employee may utilize up to five (5) days of PTO before it has been accrued, but if the employee leaves employment before accruing the paid time off on the pro-rated schedule above, the employer will deduct the cash amount of the outstanding vacation balance from the employee's final paycheck.

ESST

All employees may use ESST for all of the following reasons listed below, which this policy refers to as "*sick or safety*" reasons as well as any other reason, including for vacation and personal leave:

1. An employee's own mental or physical illness, injury or other health condition, to seek a medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition, or for preventative medical or health care; or to make arrangements for or attend funeral services or a memorial or address financial or legal matters that arise after the death of a family member.
2. For the care of a family member who: has a mental or physical illness, injury or other health condition; who needs medical diagnosis, care or treatment of a mental or physical illness, injury, or other health condition; or who needs preventative medical or health care.
3. For absences due to domestic abuse, sexual assault, or stalking of the employee or an employee's family member if the absence is to seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking, obtain services from a victim services organization, to obtain psychological or other counseling, to seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking, or to seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding relating to or resulting from domestic abuse, sexual assault, or stalking.
4. Due to the company's closure due to a weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency.
5. For the employee's inability to work or telework because they are prohibited from working by the company due to health concerns related to the potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the company has requested a test or diagnosis.
6. When a health authority or health care professional has determined that the employee or their family member in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, regardless of whether or not the employee or family member has actually contracted the disease.

ESST may be taken in increments as small as 15 minutes and is only available for use for time an employee is scheduled to work. Employees can use ESST as it is accrued.

For purposes of this policy, the following people are considered "family members":

- The employee's child, including foster child, stepchild, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
- The employee's spouse or registered domestic partner;
- The employee's sibling, stepsibling or foster sibling;
- The employee's biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child; mother-in-law; father-in-law;
- The employee's grandchild, foster grandchild or step-grandchild;
- The employee's grandparent or step-grandparent;
- a child of a sibling of the employee;
- a sibling of the parents of the employee;
- a child-in-law or sibling-in-law;
- any of the family members listed above of an employee's spouse or registered domestic partner;
- any members of the family's household
- any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
- up to one individual annually designated by the employee.

Requesting Time Off Approval/Reporting Absences

The amount of lead time that an employee must provide in advance depends on the situation, whether ESST or PTO is being used, and the reason for the time off.

- All PTO use must be approved in advance by the Employer. The Employer may restrict employees from using PTO during certain times of the year and when the Employer is busy, short-staffed or other extenuating circumstances.
- *7-days advanced notice (all employees)* – When the use of ESST is foreseeable and for a "sick or safety" related reason, employees must request ESST at least 7-days in advance. ESST used for a non "sick or safety" related reason must be requested at least 7-days in advance.
- *As soon as practicable (all employees)* -- When the use of ESST is unforeseeable and for a "sick or safety" related reason, employees must notify the company of the need to use ESST as soon as practicable under the circumstances.

Documentation

If an employee uses ESST for more than three (3) consecutive days of scheduled work for a sick and safety related reason, The employer may require the employee to submit reasonable documentation indicating the employee is taking ESST for a purpose covered by this section or applicable law. The company may require documentation for less than three (3) days missing work when an employee uses PTO.

In general, employees will have fourteen (14) days from their date of return from PTO/ESST to provide sufficient documentation.

Paying PTO/ESST
Eligible employees using PTO/ESST will be compensated at their normal hourly rate for the shift/time missed which does *not* include tips, gratuity, overtime, premium pay, or other bonus compensation the employee might otherwise receive during work. Employees whose pay fluctuates depending on their job duties will be compensated at the hourly rate for the job during which PTO/ESST is taken. PTO/ESST is only available and paid out for shifts/time missed that an employee is scheduled to be working.

Employees will not lose insurance benefits or seniority because of time out on PTO or ESST.

Additional Rights under this Policy
Additionally, the employer will not do any of the following:

1. Require the employee as a condition of using ESST to find a replacement worker to cover their scheduled hours while the employee uses ESST;
2. Discharge, discipline, penalize, interfere with, threaten, restrain, coerce, deny the exercise of rights, or otherwise retaliate or discriminate against a person because the person has exercised or attempted to exercise rights protected under the Minnesota Sick and Safe Time law or the Minneapolis Ordinance, including because the employee requested ESST, used ESST, requested a statement of accrued ESST, informed any other person of their potential rights under Minnesota Statutes sections 181.9445-181.9448, made a complaint or filed an action to enforce a right to ESST under the law, based on records created under Minneapolis Paid Time Off and Accrued Sick Time Ordinance, opposed any policy, practice, or act that is unlawful under the Ordinance, or is or was participating in any manner in an investigation, proceeding, or hearing under the law;
3. Consider any absence covered by the ESST policy for sick and safety related reasons as unexcused and subject to discipline;
4. Refuse to reinstate an employee upon conclusion of their ESST, if the absence is for a sick and safety related reason; and
5. Refuse to reinstate employee upon conclusion of their use of ESST for a sick and safety related reason to the same rate of pay they were receiving prior to beginning to use ESST. Any automatic adjustments to pay or benefits will also apply for an employee in spite of their using ESST. Employees on ESST shall maintain any seniority as well, as though there was no interruption in their service.

ARTICLE 15: HEALTH AND WELFARE INSURANCE

1. The Employer agrees to pay an amount equivalent to 80% of the current premium due each month for health care through Health Partners or another plan chosen by the employees for employees who have completed their probationary period and are on the payroll on any of the first ten (10) days of each month. Employees on layoff also qualify, 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.

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

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

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

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

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

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

ARTICLE 16: PAYROLLS

1. Payrolls shall be computed on a bi-weekly basis. Pay checks shall be distributed before the employee's quitting time. When the regular payday falls on a holiday the day preceding such holiday shall be payday.

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

3. No employee shall be docked for more than the time actually lost as shown by timecard.

ARTICLE 17: WORK WEEK HOURS AND OVERTIME

1. For regular full-time employees, the work week (exclusive of time off for lunch which shall not be less than one-half hour nor more than 45 minutes) shall consist of a thirty-five (35) hour week with a minimum of four (4) and maximum of five (5) days or nights, hours not to exceed nine (9) in any one shift before overtime, Monday through Saturday. Nothing in this Agreement shall be construed as allowing employees to work more than the hours specified above, unless paid for as set forth below.

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

3. First shift, work starting at or between 6:00 a.m. and 9:30 a.m., inclusive (unless a later starting time bringing the shift ending closer to 8:00 p.m. is mutually agreed upon between the Employer and the Union); second shift, work starting at or between 9:31 a.m. and 7:59 p.m. inclusive; third shift, work starting at or between 8:00 p.m. and 5:59 a.m. inclusive.

4. Twenty-four (24) hours' notice must be given before any shift change goes into effect except in an emergency such as the unexpected absence of an employee.

5. A period of at least nine (9) hours shall elapse between the time overtime ceases and regular time begins.

6. The Union agrees that there shall be no concerted action to prevent an employee from working overtime if the employee so desires; provided further, the provisions of this contract relating to overtime shall apply, and only if management determines that overtime is necessary to meet customer expectations or the needs of the business.

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

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

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

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

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

12. Double time will be paid for work performed on Sunday and on holidays as more fully explained in Article 13: Holidays.

13. The Employer, the Union and the employees may agree on a different work week schedule other than as set forth above, which will then become part of the Agreement.

14. Any employee who is called back to work after having completed the employee's regular shift's work shall be compensated a minimum of four (4) hours of straight time pay or overtime pay for the actual time worked, whichever is greater.

15. Overtime will be distributed as equally as possible among all employees who regularly or customarily perform the classification or work in which the overtime is required. Refusals will be counted as time worked for purposes of equal distribution

16. When possible, the Employer agrees to give at least one (1) hours' notice prior to the end of the regular shift for any overtime in excess of one hour which is required at the end of that regular shift.

ARTICLE 18: SANITARY AND SAFETY CONDITIONS

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

2. The parties recognize the fact that certain physical difficulties can arise concerning the use of digital screens. Therefore, upon request of any employee, the Employer and the Union will meet and discuss problems concerning digital screen eyestrain, appropriate breaks and other related physical difficulties. If the matter is not successfully resolved, either party may request arbitration.

ARTICLE 19: WORKING CONDITIONS

1. It is understood that the most senior employees shall be given preferred shifts provided that the employee is qualified to perform the work on the shift chosen and provided that the Employer will always have the right to have sufficient qualified employees to perform the necessary work on all shifts at all times.

2. All new employees will be trained on the shift of the Employer's choice. Training time will be a reasonable period with a maximum time of six months, provided that additional time can be established by mutual agreement between the Employer and the Union.

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

ARTICLE 20: JURY DUTY

1. When an employee receives notice of jury duty, the employee shall notify their supervisor at once. The employee will be given leave for such jury duty and will be made whole for loss of pay during that period. The employee will be considered a first shift employee and will report for work on the first shift whenever 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, wages will be computed as if the employee had worked on the first shift at straight time and be paid in full thereof, minus the amount evidenced by the jury check, exclusive of mileage allowance.

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

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

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

ARTICLE 21: LEAVE OF ABSENCE

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

ARTICLE 22: BEREAVEMENT LEAVE

1. Should a death occur in the immediate family, upon proper notification, an employee with one (1) or more years' service who attends the funeral shall be granted a leave of absence for three (3) days bereavement leave without loss of pay in the event of a death of a family member

or other person with whom the employee has a close relationship. The Employer recognizes the diversity of staff, and the definition of family members and others is purposely broad because today's families do not necessarily reflect the traditional family structure. An employee may use, with the immediate supervisor's approval, available paid leave for additional time off as necessary and in accordance with operation needs.

ARTICLE 23: PENSION PLAN

1. Effective September 1, 2007, the Employer will contribute two dollars and forty-nine cents ($2.49) per hour to the CWA/ITU Negotiated Pension Plan (hereinafter sometimes referred to as the Plan). Contributions shall be made for each "straight-time" shift worked by employees covered by this Agreement, including any eight (8) hours 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.: PTO, holidays, disability insurance, bereavement leave, jury duty). The Plan is jointly administered by the trustees appointed in equal numbers by the Union and Employers under an Agreement and Declaration of Trust, and has been found by the Internal Revenue Service to be entitled to exemption under the Internal Revenue Code.

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

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

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

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

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

7. Upon approval of the NPP, while the Employer contribution will remain the same, each member may elect to have these monies contributed to the CWA 401(k) plan instead of the NPP pension. This election is not reversible by any member. See also Article 25: 401(k) Plan.

ARTICLE 24: NON-DISCRIMINATION

1. The Employer and the Union reaffirm that they are pledged to policies of employing Prepress Technicians, Senior Prepress Technicians, and Prepress Technician Trainees dealing with employees on the basis of ability, qualifications and performance, with no distinction in the assignment, training, promotion, layoff or compensation of employees because of race, creed,

color, religion, gender, disability, age, national origin, or any other protected status under city, state, or federal law. The parties will continue their long-standing practice of observing non-discriminatory practices in the application and administration of the provisions of the Agreement.

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

ARTICLE 25: 401(K) PLAN

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

ARTICLE 26: GENERAL PROVISIONS

1. Separability. Nothing contained in this Agreement is intended to violate any federal, state, or municipal law, rule, or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be made null and void and the parties agree that they will within thirty (30) days begin negotiations to replace said void part with a valid provision. It is agreed, however, that either party to this Agreement shall have the right to appeal any decision that a provision of this contract violates a said law, rule, or regulation.
2. Nothing in this agreement shall reduce any present pay or working conditions.
3. This agreement shall be binding upon the Union and the Employer, their successors and assigns, and shall continue in full force and effect in the event of the sale or other transfer of the business covered by this agreement. As a condition of sale or other transfer of the business covered by this agreement, the Company shall require the transferee to assume and adopt the terms and conditions of this agreement, and to continue to recognize the Union as the sole bargaining agent for the employees covered by this agreement.

ARTICLE 27: AGREEING PARTIES

1. It is agreed that the only parties to this Agreement are the Minnesota Newspaper & Communications Guild and CE Print and Promo.

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

IN WITNESS WHEREOF, the parties have entered this Agreement as of August 2025

CE Print and Promo
Steve Hews

Steve Hews (Aug 27, 2025 15:00:09 CDT)

MN NEWSPAPER & COMMUNICATIONS GUILD, TNG-CWA 37002
Candace Lund

Candace Lund

Candace Lund (Aug 27, 2025 13:55:59 CDT)

LETTER OF AGREEMENT #1
Re: Impact of State/National Health Care Legislation

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

Dated: February 8, 2016
Renewed: August 2025

For CE Print and Promo

Steve Hews (Aug 27, 2025 15:00:09 CDT)
Steve Hews

For Minnesota Newspaper & Communications Guild

Candace Lund
Candace Lund (Aug 27, 2025 13:55:59 CDT)
Candace Lund

LETTER OF AGREEMENT #2
<u>RE: USE OF PART-TIME EMPLOYEE</u>

As the result of bargaining for a new Collective Bargaining Agreement, the Minnesota Newspaper & Communications Guild, CWA 37002 (Union) and CE Print and Promo (Employer) agree to the following:

1. The Employer may employ one (1) individual for up to ten (10) shifts per month to perform bargaining unit work.
2. The part-time individual so employed will be a member of CWA 37002.
3. Any increase in the amount of monthly shifts for the part-time employee will only occur by mutual agreement between the Employer, the Union and the affected employee.
4. The use of a part-time employee shall not displace the bargaining unit work of full-time employees.
5. Full-time employees in the bargaining unit will retain priority to overtime before the employment or any increase in shifts of part-time employees.
6. Part-time employees shall be subject to all other provisions of the Collective Bargaining Agreement, except as outlined in this agreement.

Agreed to this 8th day of February 2016
Renewed in August 2025

FOR MINNESOTA NEWSPAPER & COMMUNICATIONS GUILD

Candace Lund
Candace Lund (Aug 27, 2025 13:55:59 CDT)

Candace Lund
Executive Officer

FOR CE Print and Promo

Steve Hews (Aug 27, 2025 15:00:09 CDT)

Steve Hews
President

LETTER OF AGREEMENT #3
RE: SHORT-TERM DISABILITY INSURANCE

The Minnesota Newspaper & Communications Guild, CWA 37002 (Union) and CE Print and Promo (Employer) agree to the following:

The Employer will provide a short-term disability policy at the same percentage premium outlined in the Health and Welfare Insurance provision of the CBA for full-time employees hired into the jurisdiction of CWA 37002 for the term of the agreement.

Plan details are as follows, as of January 1, 2025.

Provider: Reliance Standard
Benefits:

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

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

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

Premiums are determined by age and rate of pay for STD, please see contract rate schedule.

Agreed to
FOR MINNESOTA NEWSPAPER & COMMUNICATIONS GUILD

Candace Lund
Candace Lund (Aug 27, 2025 13:55:59 CDT)
Candace Lund, Executive Officer

FOR CE Print and Promo

Steve Hews (Aug 27, 2025 15:00:09 CDT)
Steve Hews, President