

1419
1,500
workers



AGREEMENT

between

**THE METROPOLITAN
LITHOGRAPHERS ASSOCIATION, INC.**

and

**LOCAL ONE
AMALGAMATED
LITHOGRAPHERS OF AMERICA**



JULY 1, 2005 THRU JUNE 30, 2009

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ARTICLES OF AGREEMENT

AGREEMENT by and between the Metropolitan Lithographers Association, Inc., hereinafter known also as the "Association," and Local One-L, Amalgamated Lithographers of America, GCC/IBT, hereinafter known also as the "Union," that:

Whereas, the parties hereto are desirous of promoting and maintaining harmonious relations between Employers and Employees and of assuring industrial peace;

Whereas, the parties acknowledge that individual negotiations by Employees or Employers during the contract term for additional wage increases over and above those provided in the contract tend to interfere with the competitive positions of the lithographic industry in this area and accordingly are not in the best interests of management and labor; and

Whereas, the Association and the Employers on the one hand, and the Union and the Employees on the other hand, are expected to cooperate so as to achieve the most efficient utilization of technological advances in the industry and productivity commensurate therewith;

Now, therefore, it is mutually agreed as follows:

EMPLOYER

1. The Metropolitan Lithographers Association, Inc. consists of member concerns engaged in the operation of lithographic (also called "offset") plants or departments within the territorial jurisdiction of the Union. This contract shall be binding on all present and future members of the Association, for their plants or departments within said territorial jurisdiction, except as otherwise provided in Section 3(a) herein, such members being hereinafter designated as "Employers." Every member of the Association shall be individually bound hereby whether or not such member continues to be a member of the Association.

Notwithstanding the above, any future member of the Association shall come under and be bound by this contract as of the time of becoming a member, unless there shall be pending at such time any dispute between such member and the Union.

TERRITORIAL JURISDICTION

2. The term "territorial jurisdiction" as used herein comprises New York State, Connecticut, New Jersey and Pennsylvania.

RECOGNITION OF THE UNION

3. (a) The Employers recognize the Union as the exclusive collective bargaining agent for all of the lithographic (also called "offset") production Employees in the plants or departments of the Employers within the

Union's territorial jurisdiction. The term "lithographic production Employees," hereinafter referred to as "Employees," shall mean those Employees engaged in the manufacture of lithographic work including working foremen as well as non-working foremen and supervisors of such Employees, but excluding plant managers, assistant plant managers, and all other managerial Employees.

Excluded also are: sales, professional, sketch artists, office and clerical Employees. This contract shall not apply to any Employees in existing plants or departments located outside the "New York and New Jersey Districts" as that term was defined in the Agreement between the Union and the Association, effective May 1, 1973 to April 30, 1976, which were not covered by said Agreement.

(b) During the term of this contract and during any period of negotiations for its renewal, extension, or succession no Employer shall, with respect to any plant or department covered hereunder sign any contract recognizing any other union for lithographic production Employees.

(c) In the event any of the jobs or work under this contract are removed from the bargaining unit by the voluntary action of an Employer, the Union may in its discretion, and only as to such Employer, either terminate this agreement or reopen it in all respects, with the right to strike if the parties fail to agree upon a new contract within ten (10) days after written notice of such termination or reopening. This clause does not apply to: removal of jobs or work resulting from obtaining lithographic production work from sources outside the plant; production of work, in whole or in part, by a process other than the lithographic process; or the bona fide sale or removal of equipment.

(d) In the event the Union files a petition for its certification as collective bargaining agent by the National Labor Relations Board in respect to the unit of lithographic Employees covered by the contract, the Association and the Employer or Employers involved will consent to any election required thereunder for such purpose.

(e) In the event of the removal of any plant covered by this contract to a location outside the Union's territorial jurisdiction, this contract shall nevertheless continue to apply.

(f) This Agreement shall apply to Employees in the classification of Electronic Operator.

RECOGNITION OF THE ASSOCIATION

4. The Union recognizes the Association as the collective bargaining agent for all of the members of the Association (subject to Section 1) with reference to Employees covered by this contract.

HIRING HELP

5. (a) Vacancies - Each Employer shall advise the Union office and the Shop Delegate when in need of Employees. Where the Employer there-

after fails to notify the Union office promptly when additional help is no longer needed and, as a consequence, an applicant reports to the Employer's premises and is not hired because of lack of work, the applicant shall be entitled to two hours pay at the scale for the position for which he has applied. Any person sent by the Union office for a job shall present his work card to the Shop Delegate after being interviewed by the Employer and before starting work.

(b) Union Membership - If non-Union employees are now or hereafter employed, they shall apply for membership in the Union within thirty-one (31) days from the date of employment or the effective date of this contract, whichever is later, and if they fail to do so they shall be discharged upon written request of the Union. It shall be a condition of employment that all employees covered by this contract who are or shall become members of the Union shall remain members in good standing and upon their failure to do so, they shall be discharged upon written request of the Union. Notwithstanding the foregoing, non-working foremen and plant superintendents shall not be required to become or remain members of the Union but shall be permitted by the Employer to do so if they so desire. The Union agrees as to all non-working foremen and plant superintendents who may become members of the Union as well as those who are now members, that it will not interfere with or attempt to interfere with their performance of their supervisory duties, or their performance of production work in the regular course of their duties or during any work stoppage.

(c) Non-Discrimination - The Employer and the Union agree that there shall be no discrimination against any employee or applicant for employment because of race, age, religion, sex or national origin in respect to, but not limited to, (i) hiring, placement, upgrading, lay-off, transfer or demotion, (ii) rates of pay or other conditions of work and (iii) selection for training including apprenticeship.

UNION ACCESS TO PLANT

6. The accredited representatives of the Union shall have access to the plant of the Employer by permission of the Employer.

DEFAULT OF EMPLOYER

7. If an Employer shall be in default for at least ten (10) days in making any payment, contribution or report called for in Sections 8, 16, 17, 18, 19 or 45 of this contract, and such default is not cured within ten (10) days written notice from the Union, then, the Union may have recourse to or require any or all of the following in regard to such defaulting Employer only:

(1) Such Employer shall deposit forthwith with the Union or, if not permitted by law, in some other manner designated by the Union, all

earned vacation pay, and shall deposit weekly thereafter all vacation benefits thereafter earned.

(2) The payments or contributions as to which there has been a default shall thereafter be forwarded weekly together with weekly reports.

(3) During any period of such default the employees may cease production work in, or the Union may strike, or the Union and the employees may refuse overtime work in the plant of the defaulting Employer, the provisions of Section 37(a) through (e) hereof not to be applicable to the Employer. During any such strike, the Employer will not operate any of its equipment.

(4) The foregoing subdivisions (1) through (3) shall cease to apply after such Employer is no longer in default in regard to any such payment, contribution or report. Should the Employer thereafter default again in respect to any such payment, contribution or report, the provisions of subdivisions (1), (2) and (3) above shall be binding upon the Employer during the remaining term of the contract.

(5) In the event of any arbitration or legal action instituted by the Union in regard to Sections 8, 17 or 45 or the Trustees in regard to Sections 16, 18 or 19 to collect any delinquencies from a defaulting Employer, said Employer shall pay all reasonable attorneys' and accountants' fees, all arbitration costs and fees including, but not limited to, the entire fees of the arbitrator and the American Arbitration Association, together with interest on delinquent payments or contributions at the prevailing prime rate or rates during the period of delinquency. The arbitration award or judgment, as the case may be, shall include such amounts. The attorneys' fees in the case of delinquency in respect to payment under this Section shall be ten percent (10%) of the delinquent amount but in any event not less than \$250.00 for each action.

CHECKOFF

8. (a) The Employers shall deduct from wages of each member of the Union the Union dues and regular Union assessments, upon receipt by the Employer of written authorization by the Employee. The assessments shall be deducted weekly and the Union dues shall be deducted on the first day in each month. Such monies deducted shall be remitted to the Union monthly no later than the 10th of the following month as to assessments and no later than the 10th of the month of the dues deduction, together with a monthly statement, on forms submitted by the Union, of each Employee's total earnings for the preceding month and the amount of the said dues and assessments deducted.

(b) POLITICAL ACTION COMMITTEE

(1) The Employer shall deduct monthly from the pay of each employee contributions to ALA-1-PAC ("PAC") provided that such employee executes or has executed the "Authorization for Assignment and Check-Off

Contributions to ALA-1-PAC Form” set forth below.

(2) Deductions shall be made only in accordance with the provisions of and in the amount of \$1.00, \$2.00, or \$5.00 per month, as designated in said authorization form.

(3) Properly executed copy of “Authorization of Assignment and Check-Off of Contributions to ALA-1-PAC” forms for each employee for whom voluntary contributions to PAC are to be deducted hereunder shall be delivered to the Employer by the Union during the first two (2) weeks of the month of July during each year of the term of this agreement or, for a new hire, at the same time the Employer shall be in receipt of the check-off form under Article 8(a). Deductions shall be made thereafter, provided that the Union has obtained such authorization forms from the greater of three (3) employees in the shop or employees constituting at least fifty (50%) percent of the bargaining unit employees in the shop.

(4) Deductions shall commence in the first pay period for the month of August following the Employer's receipt of the authorization form, and continue for each and every month thereafter, except the Employer's obligation to make such deductions shall terminate automatically upon the occurrence of any of these events: (i) the termination of the employee who signs the authorization; (ii) upon written request of the employee (provided that such request may be submitted only during the month of July each year during the term of this Agreement), (iii) upon the transfer of the employee to a position not covered by this Agreement; or (iv) the number of employees for whom authorization forms have been received falls below the minimum number set forth in (3) above.

(5) The Employer shall remit, within thirty (30) days after said deductions, the total amount of PAC contributions deducted, together with the names, social security numbers, and amounts for those employees from whose wages such deductions have been made.

(6) The Employer shall bear the payroll-related administrative costs to the implementation of the deductions and administrative fees imposed by its payroll service.

(7) The Union shall indemnify the Employer for any claims or liability arising out of the application of the provisions of this Article. If at any time an employee shall challenge the legality of the deductions made pursuant to this article, then the Employer shall have the option of ceasing all future deductions hereunder.

**AUTHORIZATION FORM FOR DEDUCTIONS
AUTHORIZATION FOR ASSIGNMENT AND
CHECK-OFF OF CONTRIBUTIONS TO ALA-1 PAC**

I hereby assign ALA-1-PAC (PAC), from any wages earned or to be earned by me as your employee, the sum of: (check one).

(\$1.00) - (\$2.00) - (\$5.00) each and every month. I hereby authorize and

direct you to deduct such amount from my pay and to remit same to PAC at such times and in such manner as set forth in the applicable collective bargaining agreement.

This Authorization is voluntarily made. I understand that the signing of this authorization and the making of payments to PAC are not conditions of membership in the Union or of employment with the Employer, that I have the right to refuse to sign this authorization and contribute to PAC without reprisal, and that PAC will use the money it received to make political contributions and expenditures in connection with federal, state and local elections.

Name:(print) _____ Date _____

Address: _____

City: _____ State: _____ Zip: _____

Social Security Number: _____

Signature: _____

(c) If the Employer shall be in default for at least 10 days in forwarding such monies deducted or reports and provided such default is not cured within 10 days after written notice of default from the Union to the Employer, in addition to all other obligations, the provisions of Section 7 shall apply as if set forth herein at length except the word "contribution" shall be deemed substituted by "monies deducted."

HOURS OF WORK

9. (a) The regular work week shall be thirty-five hours per week, from Monday to Friday, inclusive; and the regular work shift shall be seven hours per day.

(b) An Employer may, at its option exercised in accordance with Section 9(c), establish a regular work week on a shop-wide basis of thirty-seven and one-half (37 1/2) hours per week, from Monday through Friday inclusive; and the regular work shift shall be seven and one-half (7 1/2) hours per day. All regular hours worked during such regular week shall be paid at the employee's regular hourly wage.

(c)

(1) An Employer must give thirty (30) calendar days written notice before establishing a regular work week of thirty-seven and one-half (37 1/2) hours. An Employer who establishes a regular work week of thirty-seven and one-half (37 1/2) hours must continue such work week in effect for at least six (6) months and must give

thirty (30) calendar days written notice in order to change back to a regular work week of thirty-five (35) hours.

(2) Written notice of changes in the regular work week must be given to the Shop Delegate and the Union.

(d) **Lobster Shift** - All Employees on the second night "Lobster" shift shall receive the following "Lobster" shift premiums in addition to the night shift premium:

First Pressmen	\$34.35 per 35 hour week, \$36.79 per 37 1/2 hour week (\$0.981 per hour)
All other Journeymen and Apprentices	\$22.90 per 35 hour week, \$24.53 per 37 1/2 hour week (\$0.654 per hour)
Tenders, General Workers and Other Miscellaneous Lithographic Help	\$14.31 per 35 hour week, \$15.34 per 37 1/2 hour week (\$0.409 per hour)

(e) **Starting times generally** - The regular work shift of the day shift shall start no earlier than 7 A.M. and no later than 9 A.M. The regular work shift of the first night shift and the second night ("Lobster") shift shall start no later than two hours after the end of the preceding shifts respectively; this shall not apply whenever there is overtime on the preceding shift.

This shall not preclude the establishment of regular shifts of two or more employees in any plant beginning with the hours prescribed above, when the nature of the Employer's work requires that such other regular shifts be established.

(f) **Night and Lobster Shifts Defined** - Any shift beginning after 12:00 noon, or beginning two or more hours after the start of the regular day shift, shall be considered a night shift. Any shift beginning after 8:30 P.M. shall be considered a second night ("Lobster") shift.

(g) **Work before or after starting time** - All time worked before or after the regular shift shall be considered overtime irrespective of the starting time that day, except that for purposes of start-up on all regular preparatory shifts one man may be required to report to work earlier; in such event his regular shift will be deemed to commence at the time he is required to report to work.

(h) **Picking up press from previous shift** - Pressroom Employees may be required to report for work before the end of the previous shift to assure continuous running of the presses but in such event their regular shift shall start from the time of reporting.

(i) Employees regularly assigned to the first night shift or to the second night ("Lobster") shift, shall continue to receive their shift premiums when transferred to another shift for the first two weeks of any such transfer. However, this provision shall not apply:

(1) To an Employee who rotates from shift to shift on a regularly sche-

duled basis, or

(2) To an Employee who transfers to another shift at his own request.

Rotation on a "regularly scheduled basis" shall be understood to mean rotation pursuant to a posted schedule of rotating shifts for a period of no less than three months. Any shop that, prior to the effective date of this Agreement, had an established practice of paying shift premiums to Employees transferred to other shifts shall continue such practice under this Agreement notwithstanding this provision.

(j) **New Jersey Trip Reduction Act:** The Union recognizes the obligation of Employers subject to the New Jersey Trip Reduction Act to comply therewith. Employers shall not require Employees covered by this Agreement to bear an unfair burden of said compliance and shifts shall not unnecessarily be scheduled in a manner that reduces the availability of overtime work or shift differentials. Covered Employers will provide the Union with proposed plans for compliance with the Act and disputes shall be resolved by joint discussions.

CALL IN AND REPORTING PAY

10.(a) New Employees - Any new Employee called to report for work before 12:30 P.M. shall be paid for a full day; any new employee called to report for work at or after 12:30 P.M. shall be paid for a half day.

(b) **Regular Employees; emergencies** - Regular Employees shall be guaranteed a full day's work except in the event of lateness; voluntary leaving before end of shift; short shifts to share the work; work on Saturdays, Sundays and contract holidays provided notice of less than a full day's work is given to the Employee no later than the end of the preceding work day, emergency (mechanical breakdown of more than one piece of equipment; fire, flood, and without being limited to the emergencies enumerated, other like emergencies) beyond the Employer's control occurring before the Employee reports to work where no work is available for the Employee and providing the Employer has sent notice to the Employee as soon as reasonably practicable under the circumstances; equipment rendered idle because of undercomplimented where beyond the Employer's control, provided the Employees refuse to run the equipment in a situation where they are permitted to run under Section 24.

(c) **Employee injured on job** - An Employee injured while working on the job and therefore unable to finish the day's work shall be paid for a full day.

OVERTIME

11. (a) General - Overtime shall be permitted when necessary, after reasonable notice.

(b) **Overtime rates, supper and lunch periods** - Overtime rates shall

be paid as follows:

- (1) For each of the first four hours worked in excess of the regular work shift on any day from Monday to Friday inclusive, an Employee shall receive one and one-half times his hourly wage, and shall receive a one-half hour unpaid supper period after having worked two hours of overtime;
- (2) Commencing with the fifth hour of overtime worked on any regular work shift from Monday to Friday, inclusive, an Employee shall receive two times his hourly wage;
- (3) For the first seven (7) hours worked on Saturday (for the night shift this shall mean Saturday night) an employee shall receive one and one-half (1 1/2) times his hourly wage, shall receive a one-half (1/2) hour unpaid lunch period after four (4) hours, shall receive two times (2x) his hourly wage after seven hours worked, and shall receive an unpaid one-half (1/2) hour supper period after nine and one-half (9 1/2) hours worked on Saturday;
- (4) For all time worked on Sunday and holidays, an Employee shall receive two times (2x) his hourly wage, shall receive a one-half (1/2) hour unpaid lunch period after four (4) hours of work, and shall receive unpaid supper periods on the same basis provided on a regular work shift Monday through Friday;
- (5) An Employee who works through lunch and supper periods provided for in this contract shall be paid at time-and-one-half or double time, as the case may be, corresponding with the rate of pay for regular work time. "Working through" includes time spent eating lunch or supper when a meal period is staggered and the press operates. These lunch and supper periods shall be considered as time worked only when the Employee "works through" as stated above.

(c) Additional supper periods - For each four hours of overtime worked beyond the first two and one-half hours of overtime on any regular work shift during the regular work week, an Employee shall be entitled to another one half hour unpaid supper period. Such supper periods for work on Saturdays, Sundays and contract holidays to be paid for on the same basis as stated in (b) above.

(d) Overtime rates for the night shifts - The hourly rate of pay for overtime for Employees on night shifts shall be determined by adding the hourly night shift premium to the employee's hourly pay for his regular work shift and multiplying the sum by either one and one-half (1 1/2) or two (2) as provided above.

(e) Apprentice overtime - An apprentice unaccompanied by a journeyman in the branch may not work overtime except on a job already begun on his regularly assigned machine or equipment.

(f) Employees may be required to work a reasonable amount of

overtime given reasonable notice. Employees notified prior to the end of the first half of their regular shift may not refuse to work overtime after the end of their shift solely because the amount of overtime is deemed insufficient.

LAYOFF AND DISCHARGE

12.(a) General - An Employee may be laid off in the normal course of the operation of the business; an Employee may be discharged for just cause. "Just cause" shall not include failure to pass any unreasonable physical test or refusal of an unreasonable request to undergo any medical or surgical therapy. Before the discharge of a Shop Delegate, or the change of his regular work shift, the Employer must notify the Union of its intention and shall give the Union a reasonable opportunity to confer with the Employer; the preceding provisions shall apply for a period of one year after the Employee ceases to be Shop Delegate in such Employer's plant. In the event of a permanent layoff (defined as a layoff of more than three consecutive months), the shop delegate shall be the last person in that category in which he worked immediately prior to the layoff (e.g., first pressman, second pressman, operator, preparatory journeyman, Electronic Operator) to be laid off (provided that in the event a shop delegate is regularly working as both a preparatory journeyman and Electronic Operator immediately prior to the layoff, such categories shall be treated as a single category for purposes of this paragraph). Notwithstanding the foregoing, the Employer may lay off the shop delegate if, in the Employer's reasonable judgment, another Employee in the same category is more qualified.

(b) Amount of notice - In the event of a layoff of any Employee for less than a week, or a discharge or layoff for a week or more of an Employee working for the Employer for less than thirty calendar days, one working day's notice shall be given. In the event of a discharge or layoff for a week or more of an Employee working for the Employer at least 30 calendar days, three working days' notice shall be given. Lay-off notice may not be given to an Employee while he is on his earned vacation.

(c) Where an Employee is laid off for less than a week and thereafter is given notice of a further layoff before returning to work, thus causing a lay-off of a week or more, the Employee shall be entitled to a total of three working days' notice, credit to be given to the Employer for the day's notice given at the time of the original layoff.

(d) Notice on day of layoff - The day of the notice of layoff on a one-day notice shall not be counted; but it shall be counted on a three days notice provided the notice is given before the end of the first half of the shift.

(e) No notice of layoff - There shall be no notice of layoff required in the case of any mechanical breakdown, discharge for disorderly or dishonest conduct, discharge of a new Employee on the first day of employ-

ment, emergency as specified in Section 10, equipment rendered idle because of under-complement as specified in Section 10 or layoff of a temporary Employee hired to fill a jury vacancy.

(f) Temporary Employees - A new Employee hired for a specified temporary period, or to fill a vacancy caused by an emergency absence, shall not be entitled to any notice of layoff unless working for the Employer more than five consecutive days; thereafter, but not until then, the provisions of this section shall apply with reference to notice of layoff except as to an Employee hired to fill a jury duty absence.

(g) Apprentices - In the event of a layoff in a job classification, probationary apprentices are to be laid off first; indentured apprentices may be laid off only if the work is being shared with journeymen, otherwise indentured apprentices are not to be laid off prior to journeymen, except in a case where there is but one journeyman left the apprentice must be laid off before the journeyman is laid off.

(h) Share the work - The Employer shall confer with the Shop Delegate in order to attempt to share the available working time as equally as practicable among Employees in the same job classification working for the Employer at least six (6) months prior to any layoff, temporary or permanent, due to slack business; provided, however, the final right to determine whether or not to share the work is reserved to the Employer. In the event there are any layoffs by an Employer due to slack business of Employees working for the Employer at least six (6) months, there shall not be permitted (within a reasonable length of time after the layoff) in the job classification affected in the plant any regularly scheduled overtime which would justify additional employment under all the circumstances. In the event there is any overtime work within a reasonable length of time after the layoff, the Employer shall receive twenty-four (24) hours' notice from the Union of any claim by the Union that such overtime is "scheduled overtime." An Employee shall not be laid off a second time within a six (6) month period after the return from a layoff until all Employees doing the same work in such job classification have equally shared the lost working time where such sharing is practicable.

(i) Sustained unemployment - In the event there is any sustained unemployment in any job classification, Management must take the responsibility of avoiding excessive overtime as a substitute for hiring additional help and Management must take the responsibility of utilizing equitable share-the-work programs in lieu of layoffs of permanent Employees because of slack work. The Association agrees to meet promptly with the Union upon notification that there is such sustained unemployment and to cooperate fully with the Union in reaching an agreement on the ways and means necessary to eliminate unemployment. The Union will take no unilateral action to curtail or interfere with overtime, but this shall not be deemed a waiver of its rights under Sections 7, 11 and 12(h) of this contract.

HOLIDAYS

13. (a) Contract holidays - Holidays referred to in this contract are New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, July 4th, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day.

(b) Holidays falling on Saturday or Sunday - If the actual date of the holiday falls on Sunday, the following Monday shall be the contract holiday; if the actual date of the holiday falls on Saturday, the preceding Friday shall be the contract holiday, except that the Employer shall have the option as to any or all Employees to designate the following Monday as the contract holiday by giving such Employees notice no later than the Tuesday preceding the Saturday holiday.

(c) Night shifts - For the night shifts, the actual night of the holiday shall be deemed the holiday.

(d) Holidays not worked - The above-mentioned holidays shall be paid for at straight time when an Employee does not work on such holidays; provided, however, that in order to qualify for such holiday pay an Employee must work or be available for work the first regular work day immediately preceding and the first regular work day immediately following the holiday unless absent because of illness, permission of the Employer, or justifiable reason; in the event, however, of any such absence or a temporary layoff, the Employer shall be required to pay only for a holiday occurring during the first five working days subsequent to the last day worked by such Employee, unless absence was due to jury duty. An Employee qualified for holiday pay shall receive the number of hours of pay equal to the number of hours in the regular work shift during the week in which the holiday falls.

(e) Holidays worked - For all time worked on holidays, an Employee shall receive two times his hourly wage plus his regular full holiday pay, and shall also be paid for lunch and supper periods as provided in Section 11 except that the rate shall be double time.

(f) Veterans Day will be celebrated on the traditional day, unless notice is given by the Employer at least thirty (30) days prior thereto that it will be celebrated on the Friday following Thanksgiving, in which case, an Employee who works the day upon which Veterans Day would ordinarily be celebrated and leaves the employ of the Employer for any reason thereafter but before the Friday following Thanksgiving the Employee shall be paid for such holiday.

(g) It is understood that the holidays designated as Lincoln's Birthday and Washington's Birthday will be celebrated on such designated days or on days as agreed to between the Union and the Association so they do not come too closely together. Notwithstanding the foregoing, the

Employer shall have the option of designating the celebration of Lincoln's Birthday on any day during the year which falls immediately before or after any weekend, any other holiday or any vacation period, provided that the Employer shall provide the Employees with written notice thirty (30) days in advance of the designated date. In the event that an Employee works the day upon which Lincoln's Birthday falls and leaves the employ of the Employer for any reason thereafter but prior to the designated day, such Employee shall be paid for such day.

(h) The Election Day Holiday may be scheduled as a floating holiday on a shop-by-shop basis provided that the selection of the day for the holiday is posted by an Employer prior to January 15 of any year. Failure to post a selection by January 15 in subsequent years shall require that the Election Day Holiday be celebrated on the actual Election Day.

(i) Notwithstanding anything to the contrary contained in this Section 13, the Employer may require non-working foremen and superintendents to work on contract holidays without extra pay.

VACATIONS

14.(a) *Vacation Earned* - Each Employee who shall have worked for the Employer for one year, without any absence, immediately prior to each May 1, shall receive therefor four (4) weeks vacation with pay. Employees who shall have been employed by the Employer for less than a year prior to May 1, or who shall have any absences in such year prior to May 1, shall receive one (1) day of vacation with pay for each aggregate period of two and a half (2 1/2) weeks of work and one-half (1/2) day of vacation with pay for any remaining period of less than two and one-half (2 1/2) weeks of work but at least five (5) days of work. All temporary Employees who work five (5) or more days but less than twelve (12) days shall receive one-half (1/2) day of vacation with pay for each five (5) days of work.

(b) *Vacation Periods*

- (1) Vacations earned in each year from May 1 through the following April 30 are to be granted in the summer period and winter period immediately following the end of such fiscal year with out any deduction for any vacations granted prior to the end of such fiscal year.
- (2) Two weeks of an Employee's vacation shall be granted consecutively during the period from the first Monday on or after June 15 to September 15 (hereinafter referred to as the "summer period"); provided however, that no plant shall shut down completely before July 1. The vacation of an Employee in the summer period may also be granted in the period from May 15 to June 15 and in the period from September 15 to October 15, with the consent of the Union, the Employee, and the Employer.

The remaining two weeks of vacation, or so much thereof as the Employee shall have earned in the plant of the Employer, shall be granted consecutively during the period from October 1 to the following May 15 (hereinafter referred to as the "winter period"); provided, however, such vacation shall not be granted until at least sixty (60) days after the end of the Employee's vacation in the summer period. Notwithstanding the foregoing, and provided that the Employee and the Union consent, the Employer may grant four weeks' vacation consecutively.

(c) Tolerances - The following tolerances are to be credited as time worked for vacation benefits; an aggregate period of five weeks' absence for any and all reasons but in the case of employment for less than a year prior to May 1, one day's absence for each two weeks of work (but such employees with less than twelve (12) days of work shall receive no tolerance); an aggregate period for all Employees of twenty-six (26) weeks' absence due to an occupational injury or occupational illness provided that the total tolerance periods in any one vacation year shall not exceed twenty-six (26) weeks. Such tolerance shall apply only on condition that the Employee returns to work for that particular Employer unless the Employer prevents such return by a layoff or discharge during such absence.

(d) Work Defined - "Work" for earned vacation benefits is hereby defined as the performance of actual service by the Employee for the Employer, and in addition, time paid for but not worked by the Employee pursuant to this agreement for holidays, vacations (including unworked tolerance periods not paid for), jury service, bereavement pay, time off under Section 15; work for part of a day shall be credited as a full day. Where a vacation not earned in a particular plant is taken pursuant to (k) of this section, such period of time off shall be counted as "work" for earned vacation benefits except where the Employee quits before he has worked in such plant at least six months.

(e) Allotment - Vacations so far as possible shall be granted at times most desirable to the Employee but the final right of allotment of time is reserved to the Employer in order to ensure the orderly operation of the plant; provided, however, in the event of the Employer's failure to comply with subsection (f) of this section, the Union may deem this a breach of contract, and if the Employer does not comply with said subsection (f) within five working days after written notice by registered mail to the Employer and the Association, the provisions of Section 37(a) through (e) hereof shall not be applicable to such Employer until such compliance.

(f) Schedules - Vacation schedule shall be arranged between the Employer and the Shop Delegate. The vacation schedule for the period from June 15 to September 15 shall be posted by May 15 of each year, the Employer to commence to make such vacation arrangements with the Shop Delegate by April 15. The vacation schedule for the period from October 1 to December 31 shall be posted by September 15, and for the

period January 1 to May 15, by January 1, provided that no less than thirty (30) days' notice is to be given to any Employee.

(g) Winter Vacation Postponement - Where on reasonable notice in advance the Employer requests a winter vacation replacement, but the Union is unable to furnish such replacement within three work days before the winter vacation involved is to commence, the Employer shall have the right with the consent of the Employee, to postpone the winter vacation.

(h) One Employee in a Job Classification - In any case where there is only one Employee in a job classification in a plant, the Employer, subject to mutual agreement with the Employee, shall have the option in respect to one week of the winter period vacation, to grant pay in lieu thereof, to give it in separate days, or to postpone it.

(i) Holiday in Vacation Period - If a paid holiday falls within an Employee's vacation period, the Employee shall be entitled to another day of vacation. The additional vacation day need not be granted consecutively with such vacation, but may be granted immediately before or after any weekend and shall be scheduled at the same time the Employee's vacation is scheduled.

(j) Winding Sheets - In the event the Employer's production schedule requires that any Employee wind sheets on his vacation day scheduled as a result of a holiday falling within the Employee's vacation, such Employee shall receive in lieu thereof another vacation day immediately before or after the weekend.

(k) Unearned vacation

- (1) Summer Period** - Employees employed in a plant on or before May 15 in any year, whether or not they earned a full four weeks' vacation in such plant for the ensuing vacation period, shall nevertheless be granted a scheduled summer period vacation of two weeks, the amount of vacation pay, however, to be only that amount which the Employee has earned in such plant prior to May 1 in such fiscal year.

Employees hired in a plant after May 15 in any year shall not be entitled to any unpaid summer period vacation in such year unless this has been mutually arranged between the Employer and the Employee at the time of hiring.

- (2) Winter Period** - Newly hired employees shall not be entitled to receive any paid winter vacation until the winter period immediately following May 15 of the fiscal year in which such vacation has been earned, as provided in Section 14(b)(1).

Employees hired after May 1, but before September 15 in any year, shall be granted a scheduled unpaid winter period vacation in the immediately following winter period.

Employees hired after September 15 shall not be entitled to any unpaid winter period vacation in the immediately following winter period unless this has been mutually arranged between the Employer and the Employee at the time of hiring.

Unpaid winter vacation to which an Employee may be entitled may be waived by the Employee.

(l) Termination Vacation Pay - If any employment is terminated permanently at any time and for any reason whatsoever except as hereinafter provided, then the Employee shall be entitled to and shall receive immediately his vacation pay earned to that date, the receipt of which would normally be postponed until the next vacation period, together with all wages earned to the date of termination. "Immediately" for the purposes of this section shall mean no later than the pay day when the Employee would normally have been paid for the last day worked by him. Fractions of five-week periods of work before May 1, not used in computation of vacations shall not be combined with any periods of work after May 1, for vacation benefits. "Permanently" for the purposes of this section shall include any layoff of more than fifteen (15) consecutive days. Except as to disputed amounts, in the event that the Employer fails to make payment in accordance with this section, the Employee shall be entitled to one (1) additional day's pay for each day of delay up to a maximum of five (5) days' pay.

(m) Notice of Quitting - Any Employee who is discharged for disorderly or dishonest conduct shall not be entitled to a vacation. Any Employee who voluntarily quits while still working in his position without three (3) working days' notice (one working day's notice if working for the Employer for less than thirty calendar days), shall be penalized by forfeiting one-fifth (1/5th) of his earned vacation pay. The day of the notice of quitting on a one-day notice shall not be counted, but it shall be counted on a three-day notice, provided the notice is given before the end of the first half of the shift.

(n) Computation -

- (1) Vacation pay shall be computed at straight time on the basis of the Employee's current hourly rate including any night shift differential received by the Employee on the shift regularly worked by the Employee in the year immediately preceding May 1.
- (2) Employees, however, who have interchanged between the day and the night shift in an Employer's plant for an aggregate of at least twenty (20) working days in the year prior to May 1 shall receive a pro rata night shift differential for vacation pay.

- (3) Employees working more than 50% of the time in the year immediately prior to May 1 on 5-color work on a 5-color press, shall receive vacation pay based on the rates of the 5-color press, if more than 50% of such time is worked by the Employee on 4-color work on the 5-color press, the vacation pay shall be based on the rates of the 4-color press. The same principle shall apply to a 6-color press in respect to 5-color work and 4-color work performed on the 6-color press.
- (4) Employees who have worked both regular work weeks of thirty-seven and one-half (37 1/2) hours and regular work weeks of thirty-five (35) hours, shall receive vacation pay calculated on a proportionate basis based upon the ratio between the number of regular work weeks of thirty-seven and one-half (37 1/2) hours and regular work weeks of thirty-five (35) hours worked in such prior year.

(o) Notwithstanding anything to the contrary in this Section 14, vacations for non-working foremen and superintendents shall be determined by agreement between them and the Employer, it being the sense of this clause that it is not only in the interest of the Employees themselves but of the Employer as well that there be a reasonable amount of time off from work.

TIME OFF WITH PAY IN LIEU OF SICK LEAVE

15(a) To keep unscheduled absences from work to a minimum, the parties have agreed to the arrangements set forth below as a substitute for paid sick leave absences.

(b) Employees working for an Employer shall be entitled to one-half day time off with pay for each aggregate period of five (5) weeks of work but not for any fractions thereof, for work performed for the Employer during the period thereafter from May 1 to the following April 30. Time off with pay in lieu of sick leave (hereafter "sick days") earned in any such yearly period shall be taken or paid for during the next such yearly period as set forth below.

- (1) Except as otherwise provided herein, the Employer may require any Employees to take as sick days any one or more consecutive regular work days or days immediately before or after any holiday weekend or other weekend, or any work day from December 23 through December 31, or any full work week. Each Employee shall be given not less than thirty (30) days' notice of any such sick days the Employer so designates.
- (2) An Employer may elect to pay for one or more sick days earned by an Employee in lieu of granting time off, provided such payment is added to the Employee's weekly pay for the week in which such election is made.

- (3) Subject to the foregoing subsections (1) and (2), an Employer may pay for some paid sick days earned and may require that time be taken off for the balance of such sick days earned.
- (4) An Employee may take up to two sick days earned by him, at times of his choosing, provided that (a) the Employee gives the Employer at least thirty (30) days' notice of the day any such sick day is to be taken; and (b) the Employer has not already scheduled such or elected to pay the Employee in lieu thereof as provided herein.
- (5) Sick days noticed or scheduled by the Employer or by an Employee may be changed by agreement between them.
- (c) If an Employee is terminated permanently or laid off for more than fifteen (15) consecutive days, the Employee shall receive all sick days earned but unpaid to the date of termination under this Section 15. An Employee who fails to give notice of voluntary quit in accordance with Section 14 or who is discharged for disorderly or dishonest conduct, shall not be entitled to be paid for accrued sick days.
- (d) The rate of pay for sick days shall be the straight time rate paid to the Employee for a regular work shift at the time the sick day is taken or paid for.
- (e) "Work" for the purpose of this section shall be determined on the same basis as that provided in Section 14(d).

WELFARE FUND

16.(a) Each Employer shall contribute to the Sickness and Accident Fund of Local One, Amalgamated Lithographers of America, the following amount per week (or pro rata for less than a full work week) for each Employee covered by this Agreement for the purpose of providing to Employees (including persons who are retired or temporarily unemployed or employed by other Employers contributing to the Fund) who qualify under eligibility rules established by the Fund's Trustees and their dependents, such hospital, sickness and accident, surgical, medical, major medical prescription drug, or other benefits as may, from time to time, be determined by the Fund Trustees in accordance with the terms of the Trust Indenture:

Effective November 1, 2005: Two Hundred One Dollars (\$201.00) per week.

.....Effective July 1, 2006: Two Hundred Seventeen Dollars (\$217.00) per week.

Effective July 1, 2007: Two Hundred Thirty Two Dollars (\$232.00) per week.

.....Effective July 1, 2008: Two Hundred Forty Six Dollars (\$246.00) per week.

(b) Contributions for new and inexperienced general lithographic help shall commence after the Employee has worked for the Employer for four (4) weeks and no contribution shall be required for part-time Employees in this job classification.

(c) Contributions are payable monthly and shall be forwarded to the Fund, together with reports on forms to be furnished by the Fund, by no later than the tenth (10th) day of the following month.

(d) The Fund shall at all times be administered by the Trustees of the Fund who shall be appointed in equal number by the Union and the Association, all in accordance with the provisions of the Fund's Trust Indenture.

(e) Each Employer covered by this Agreement does hereby consent to the provisions of the aforesaid Trust Indenture including, but not limited to, provisions permitting appointment and removal of Employer Trustees by the Association.

(f) All Employees of the Union and of affiliated Funds for whom the Union or the Funds make contributions in the amounts provided herein shall be entitled to the same benefits for themselves and their dependents as Employees covered by this Agreement.

(g) There shall be no deduction from the wages of Employees unless (a) such deduction is legally mandatory upon the Employer in addition to the program herein provided, or (b) an Employee executes an authorization on a form provided by the Trustees of the Fund directing the Employer to deduct from his or her wages such portion of the cost of a benefit program established by the Fund as the Trustees may require Employees to pay. The amount so deducted shall be paid to the Fund together with the contribution payable by the Employer pursuant to subparagraph (a). All of the provisions of this contract applicable to the Employer's contribution under subparagraph (a) shall be applicable to the obligation to forward the deducted amount.

(h) In the event of any official action hereafter occurring compelling the Employer or Employees to pay or contribute on behalf of Employees for the purpose of providing any welfare benefits falling within the scope of those authorized to be purchased out of the contributions by Employers hereunder, then and in such event on the request of either party hereto the provisions or contributions herein for welfare benefits shall be discussed to consider an equitable adjustment; provided, however, that in the event of lack of agreement there shall be no right to arbitration.

(i) Title to all monies paid into or due and owing to the Fund shall be vested, and remain exclusively, in the Trustees of the Fund.

INTER-LOCAL PENSION FUND

17. (a) Deductions - Each Employer shall deduct from the wages of each Employee who is a member of the Union up to 10% of total wages including over-

time and shall deliver at the beginning of each succeeding month (more frequently if required by the Union or by law) by separate checks to each such Employee such monies so deducted, all of such checks to be delivered to the Employees in the plant on the same day.

(b) Reports - Each Employer shall forward to the Union in respect to each Employee a monthly statement of total earnings for the preceding month, and the amount of the monthly check paid pursuant to the provisions herein, for the purpose of establishing records determining the basis of pensions.

(c) Each Employer shall forward to the Union a copy of the U.S. Treasury Department Form W-2 for reporting wages paid, if agreed to by the Association and the Union. Lack of agreement shall not be subject to arbitration.

All Employees shall be bound by the above subsections (a), (b), and (c) with the same full force and effect as if each had individually consented thereto.

ALA-LITHOGRAPHIC INDUSTRY PENSION PLAN

18.(a) Each Employer shall contribute to the ALA-Lithographic Industry Pension Plan (hereinafter sometimes referred to as the "Pension Plan") at the rate set forth in subparagraph (b) below for each Employee covered by this contract, for the purpose of providing pensions on retirement and related benefits for covered Employees of the Employer and other contributing Employers. The Pension Plan shall be one entitled to exemption under the *Internal Revenue Code* and shall be jointly administered by Trustees appointed in equal numbers by the Union and the Association under an Agreement and Declaration of Trust. All Employees of the Union and affiliated funds for whom the Union makes contributions as provided by the Pension Plan shall be entitled to benefits provided by said Pension Plan.

(b) The rate of contributions shall be six percent (6%) of base pay per week for each Employee covered by this contract.

(c) Contributions shall be forwarded to the aforesaid Pension Plan no later than the tenth day of the following month, together with reports on forms to be furnished by the Pension Plan.

(d) Title to all monies paid into the Pension Plan shall be vested, and remain exclusively, in the Trustees of the Pension Plan.

(e) Each Employer hereby consents to the provisions of the Agreement and Declaration of Trust establishing the Pension Plan including but not limited to the provisions permitting the appointment and removal by the Association of Trustees on behalf of the Employers.

(f) Base pay as used in this Section shall be computed at straight time on the basis of the Employee's current hourly rate including any night shift differential received by the Employee on the shift regularly worked and excluding any overtime pay. The contributions provided for in this Section shall include contributions on all pay received by the Employee for time not

worked, such as vacation, holiday, sick leave, notice, bereavement and jury duty. Base pay for non-working foremen and superintendents shall be their respective regular weekly salaries but not in excess of 1 1/2 times their respective wage scales as set forth in the Minimum Wage Scales annexed hereto.

(g) Pay slips shall reflect Employer contributions to the Pension Plan.

ALA INDUSTRY UNEMPLOYMENT FUND

19.(a) Each Employer shall contribute to the ALA Industry Unemployment Fund (hereinafter sometimes referred to as the "Unemployment Fund") such percent of base pay (as defined in Section 18(f) above) per week for each Employee covered by this contract, except Employees whose classifications are listed under "Miscellaneous Wage Scales," as may be required to provide unemployment benefits to covered employees of the Employer and other contributing Employers in the amount of \$125.00 per week for such period of time and under such terms and conditions as were in effect immediately prior to the effective date of this Agreement. In the event Employees become unemployed as a result of a plant closing, said employees shall receive a benefit of \$200.00 per week for a maximum period of 26 weeks. In the event the net available assets of the Fund fall below \$750,000, all benefits paid by the Fund under all circumstances shall equal \$100.00 per week; provided that in no event shall any Employer be required to contribute more than the percent base pay (as defined in Section 18(f) above) set forth below:

For the period commencing July 1, 2005 and ending October 31, 2005, the Employers shall contribute one percent (1%) of base pay to the fund. The Unemployment Fund shall be entitled to exemption under the Internal Revenue Code and shall be administered by trustees appointed in equal numbers by the Union and the Association under an Agreement and Declaration of Trust.

(b) Contributions shall be forwarded to the aforesaid Unemployment Fund no later than the tenth day of the following month, together with reports on forms to be furnished by the Unemployment Fund.

(c) Title to all monies paid into or due and owing the Unemployment Fund shall be vested, and remain exclusively, in the Trustees of the Unemployment Fund.

(d) Each Employer hereby consents to the provisions of the Agreement and Declaration of Trust establishing the Unemployment Fund including but not limited to the provisions permitting the appointment and removal by the Association of Trustees on behalf of the Employers.

....(e) Effective November 1, 2005 the Employer shall no longer have an obligation to contribute to the fund.

BEREAVEMENT PAY

20.(a) In the event of absence because of death in the immediate family of any Employee working for the Employer for at least ninety (90) calendar days, such Employee shall be paid for the straight time hours lost in the regular work week, Monday through Friday, which the Employee would otherwise have worked during the period commencing with the date of death and ending on the sixth (6th) calendar day following the date of death, but not in excess of pay at straight time for the number of hours equal to four regular work shifts.

(b) Members of the "immediate family" shall consist of spouse, parents, children, grandchildren, brothers and sisters, father-in-law, mother-in-law and grandparents.

(c) Notice of such death must be given by the Employee to the Employer as soon as reasonably practicable. Employees are to furnish Employers, on request, with family statistical data.

JURY DUTY

21.(a) An Employee required to serve on a jury shall be paid, for each day of jury duty served on a regular work day, his straight time rate for his regular work shift less compensation received for such jury duty, up to a maximum of ten (10) days in each calendar year; provided, however, that he shall not be deemed qualified for jury duty pay hereunder unless:

- (1)** He informs his foreman of his call to jury service within forty-eight hours of receiving the same (exclusive of Saturdays, Sundays and holidays); and
- (2)** If requested by the Employer, he submits a written request to the appropriate clerk of the court to be excused from jury duty; and
- (3)** He submits to the Employer a statement signed by the clerk of the court certifying to each day of jury duty served.

(b) If an Employee is required to go to court to be excused from jury duty he shall be paid for the day he went to court for that purpose.

APPRENTICES

22.(a) *Duration, probation* - There shall be a period of four (4) years of apprenticeship to qualify as journeymen, as follows: An Employee shall serve six (6) months as a probationary apprentice in which period the Employee shall be permitted to engage in productive work in the job classification; thereafter the Employee shall serve three and a half (3 1/2) years.

(b) *Ratio* - The ratio of apprentices in the press, preparatory, or electronic department shall not be more than one (1) apprentice for the first three journeymen, two (2) for eight journeymen, three (3) for twelve jour-

neymen and one additional for each five (5) additional journeymen.

In any plant where the number of journeymen is less than five in any department, the number of journeymen in such departments shall be combined and one apprentice may be made if such number totals at least seven journeymen, but in no event shall this combination result in more than one apprentice. The department in which the apprentice is to be placed shall be mutually agreed upon. The Union will, however, consent to the making of apprentices on the basis outlined above unless it is not warranted because of the unemployment status of the particular job classification in the industry, or other factors in the particular plant involved. If there is no mutual agreement, the apprentice is not to be made and there shall be no arbitration.

An Employee hired through the Union at journeymen's scale, and an Employee who has received journeymen scale in the classification for at least four years after becoming a member of the Union, are to be counted as journeymen for the purpose of computing apprentice ratios in the classification concerned.

(c) Duration of ratio - The required ratio must exist for one year prior to making an apprentice. This is to be determined by the average number of journeymen employed in the department involved in such year, and must continue during the period of probationary apprenticeship. Should the required ratio drop during such period of probationary apprenticeship through any layoffs in the job classification by the Employer or any refusal of the Employer to put on competent help furnished by the Union, then the probationary apprentice is to be taken off as an apprentice until the required ratio again exists.

(d) Selection - The selection of Employees for apprenticeship shall be based on competency and length of service. Prior to the selection of an apprentice the Employer shall fill out a form jointly agreed upon and forward same to the Union four weeks prior to the commencement of the proposed apprentice's probationary period. The proposed apprentice shall not begin his probationary period if the Union gives written notice to the Employer of its disapproval within said period of four weeks. In the event that there is no concurrence in the selection of an Employee for apprenticeship, the matter shall be submitted to a Committee of the Association and the Union and in the event of further lack of agreement the matter may be submitted to arbitration hereunder.

In absence of the receipt of such notice of disapproval, the proposed apprentice may commence serving his probationary period; any subsequent objection on the part of the Union shall not interfere with the serving of the probationary period only, until the disposition of any arbitration proceeding between the Employer and the Union with reference to such proposed apprentice.

(e) Eligibility - Only journeymen shall be eligible to become apprentice pressmen.

(f) **Certificate** - Any new apprentice placed in any concern shall be required after his probationary period is completed to sign a "Certificate of Apprenticeship" in a form jointly agreed upon and to be furnished by the Union.

(g) **Temporary Transfer** - An apprentice pressman or operator temporarily transferred to a press paying a higher rate than that to which the apprentice is indentured shall be paid in addition to his regular rate the difference between the two journeymen rates involved for the period of such transfer.

(h) **Employment After Apprenticeship Completed** - When an apprentice completes his period of apprenticeship and becomes a journeyman, at the option of the Employer the Union will require said Employee to continue to work up to one year for the employer with whom such apprentice served his apprenticeship.

(i) **Probationary Apprentice** - During the probationary period of an apprentice, the Employer shall have the right to remove such apprentice and transfer the Employee to the Employee's job classification immediately prior to the probationary apprenticeship; the Employer shall first give the Union reasonable notice and an opportunity to confer.

(j) **Apprenticeships during Sustained Unemployment** - If the Union and the Association agree in writing that there is sustained general unemployment in any job classification, then during the period of continuation of such joint agreement (a) no apprentices shall be made in such classifications (b) qualified journeymen in such classification, from within the Employer's plant or new Employees at the option of the Employer, may be made apprentices pursuant to this Section 22 in any other job classification at the journeymen rate of such unemployed job classification.

Such an apprentice who has been so made from the Employer's plant and has been replaced by another journeyman or who has been hired as new help may also work in his previous classification as long as the Employer does not reduce the number of Employees in such previous classifications which it had prior to the making of such apprentice and provided the amount of work of such apprentice in his previous classification does not justify regular additional employment.

Lack of agreement as to the status or continuance of sustained general unemployment shall not be subject to arbitration.

(k) **Departments for Purpose of Apprenticeship Ratio's:**

- (1) Pressroom
- (2) Conventional Prep.
- (3) Electronic Prep.

COMPLEMENT OF HELP

23.(a) **Sheet-fed Presses** - The complement of help on sheet-fed presses shall be as set forth in the appended Minimum Wage Scales.

(b) Web-fed Presses - The complement of help on web-fed presses shall be as set forth in the appended Minimum Wage Scales.

(c) Multi-color Presses - Multi-color presses, when running less than the full number of units, may be manned according to the complement required on presses operating such number of units, provided that:

- (1) No crew member affected by such operation or other press room Employee shall be laid off or switched to another shift, and;
- (2) Any Employee affected by such change shall retain his rate of pay for a period of two weeks if transferred to a lower-rated job and if transferred to a higher-rated job, he shall receive the rate for such job immediately.

OPERATING PRESSES UNDER COMPLEMENT

24.(a) Emergencies - In the event of an emergency absence of a press-room Employee resulting in less than the required complement of help on any press, the Employer shall be required to put on acceptable help to fill a vacancy of a day or more, but in the event such help is not available, or in the event of such an absence for less than a day (including absence of an apprentice attending school), or in the event of absence because of time paid hereunder for jury duty, bereavement, time off under Section 15, the Employer shall be permitted to run the press under-complemented unless it is physically dangerous or impractical to do so, subject to the following conditions:

(1) Temporary upgrading - There shall be temporary upgrading of the remaining Employees on a press and other available Employees in the Department in order to obtain the required complement of help (Employees next in line for apprenticeship to be upgraded), in which event the scale of the job worked on shall be paid subject to Section 22 in respect to apprentices upgraded. In the event the Employer receives notice before the commencement of a shift that an Employee will be absent (except absence for jury duty, bereavement pay, time off under Section 15), and, if there are no men on this next shift to be shifted or upgraded to fill the absence, the Employer shall retain an Employee from the previous shift to make up the complement, but such Employee need not be retained for more than three and three-quarters (3 3/4) hours of overtime work in addition to the one-half (1/2) hour unpaid supper period. An Employee thus retained on a night shift shall receive in addition to his overtime pay, the full night shift premium (at straight time for said shift) if he works at least said 3 3/4 hours as above or pro rata if he works less than said 3 3/4 hours. The press may run under-complemented during such Employee's first supper period.

(2) *Running under-complemented* - In the event the required complement of help on the press cannot be obtained as above provided and there remains a vacancy, or should the Employer transfer Employees from other presses to fill vacancies so that such other presses have vacancies in the required complement, subject to the provisions of this Section 24(a)(4) any such press having a vacancy shall be permitted to run with less than the required complement of help; the vacancy shall be deemed to be the lowest-rated job on the press and the remaining Employees shall be paid the scales of the higher-rated jobs accordingly, subject to Section 22(g) in respect to apprentices upgraded.

(3) *Notice to delegate* - Notice of the operation of any press with less than the required complement of help shall be given to the Shop Delegate immediately, the Shop Delegate to have the right to notify the Union by phone; in the event the Shop Delegate is not available, notice shall be given to him or to the Union as soon as reasonably practicable.

(4) *Under-complement not permitted* - Presses shall not run under-complemented in the following cases:

- (i) More than one vacancy in the required complement of help on a press.
- (ii) A press having a complement of one Employee (where an apprentice on a press up to 30" inclusive is attending school, the journeyman operator next in line for an apprenticeship may run the press.)
- (iii) Presses with a complement of two Employees shall not be permitted to operate with one Employee.

(5) *"Emergency absence" defined* - "Emergency Absence" hereinabove referred to shall include lack of required help (including absence due to vacation) where not due to recent layoff by the Employer or the transfer of men from one shift to another.

(b) *Presses Operating Through Lunch and Overtime Supper Periods* - Notwithstanding any provisions of this contract, Employers shall have the right to have presses operated during lunch and overtime supper periods (hereafter referred to as "meal periods") subject to the following conditions applicable to such meal periods:

- (1) The meal periods of members of the press crew may be staggered and the presses may be operated undermanned provided that no such press may be so operated with less than two men. Other pressroom Employees may be temporarily assigned to the press to fill a meal period vacancy.
- (2) Straight time for the otherwise regular meal period of the press crew shall be paid to all members of the press crew where the press runs through such meal period or where any members of the press crew work through such meal period.

Payment of straight time for lunch periods during the regular shift of an Employee is not to be deemed overtime work for the purpose of Section 11 of this contract and shall not be paid for in respect to holidays, vacations, jury pay, bereavement pay, time off in lieu of sick leave, etc. Payment, however, of over time compensation to members of the press crew where the press is running through the otherwise regular overtime supper period or part of the press crew is working in such overtime supper periods, is to be deemed time worked for such period of payment in respect to overtime rates and supper periods provided in Section 11 of this contract.

STRUCK WORK

25. The parties agree that an Employer will not render production assistance to any company, any of whose lithographic plants is struck by the Union or by any local of an international of which the Union may be an affiliated local, or where members of the Union or of any such local or international are locked out, by requiring its Employees covered by this contract to handle any lithographic work farmed out directly or indirectly by such company, other than work which the Employer herein customarily has performed for the company involved in such strike or lock-out, provided, however, that the Union first gives written notice of such strike or lock-out to the Employer and such strike or lock-out has been in continuous existence for ten (10) working days. Nothing contained in this paragraph shall apply to work actually in process or completed at the time of such notice.

CHAIN SHOP

26. The parties agree that Employees of any Employer shall not be required to handle any work in the plant of such Employer covered by this contract, if, in any part of the United States or Canada, the Union or any local of an international of which the Union may be an affiliated local is on strike or the members of the Union or such local or international are locked out (and such strike or lock-out has been in existence for at least thirty (30) days) in any other lithographic plant which is wholly owned and controlled by such Employer or otherwise so owned, controlled or operated as to constitute such Employer and any other entity that may be involved as a single Employer within the meaning of the National Labor Relations Act, as amended.

RIGHT TO TERMINATE

27. In the event an Employer engages in production on any work prohibited in Section 25 or 26 above, the Union, in addition to the other rights and

remedies the Employees and the Union have under this contract or the law, shall have the right in its discretion forthwith to terminate the contract as to such Employer only, by giving written notice to the Employer and the Association.

INDIVIDUAL RIGHT OF EMPLOYEE

28. The parties agree that an Employer will not discharge, discipline or discriminate against any Employee because such Employee refused to handle any lithographic work not required to be handled under Section 25 or 26 above.

TRADE SHOP AND OUTSIDE WORK

29.(a) Each Employer represents that when it has had occasion to obtain any lithographic preparatory work (lithographic production prior to press) or press work from the outside, its practice has been to obtain all such work from sources which had the approval of the Union. The Union reaffirms that it would be strongly opposed to any change in any Employer's method and manner of production which would involve obtaining any lithographic production work from sources which would not meet with the Union's approval and that it will use all legal means available to it to persuade each Employer not to make any such change. Each Employer acknowledges the integrated nature of the lithographic industry and the continuing technological developments, and agrees that any such changes by the Employer may affect or may lead to an effect upon the employment of workers covered by this agreement or the stability of their Welfare or Pension Funds. Therefore, in the event of any such change in the Employer's method or manner of production, the Employer, upon notice from the Union, will meet promptly with the Union to discuss the matter. Notice hereunder does not reopen the contract nor provide for resumption of negotiations in relation to any items whether or not covered by the contract; but the parties agree that should they arrive at any agreement which changes, deletes or waives any of the terms of this contract or adds new clauses, such agreement shall be reduced to writing and signed by both parties.

(b) The foregoing subsection (a) of this section shall not be applicable to the following: any lithographic production work theretofore used in production by any Employer under a contract which has or had the approval of the Union; work prior to the camera; the use of phototypesetting work where there has been no stripping in of line cuts or halftones; or, notwithstanding any other provision of this contract, to the bona fide reprint of a job previously lithographed elsewhere.

(c) Upon request by the Shop Delegate, the Employer shall advise him of the source of any lithographic production work brought into the plant from the outside. Such request shall not interfere with the normal production of the plant.

(d) The Union shall advise the Association or any Employer promptly upon request whether a particular lithographic Employer has a contract which meets with the approval of the Union.

(e) Finished lithographic press plates which are sent out of a plant (unless for regraining) shall have the Union Label or the name of the plant on the plate, except that as to plates heretofore made this may be done by otherwise attaching the Union Label or name of the plant to the plate. Any negatives or positives sent out of a plant and not bearing the Union Label shall have the Union Label or name of the plant on the proofs, envelope, container or wrapper.

NO TRANSFER OF EQUIPMENT

30. The parties agree that an Employer will not physically transfer any lithographic equipment to any other plant which results in the removal of jobs or work from under this contract. In such event, the Union shall have the option, as to such Employer only, to terminate this contract. The provisions herein shall not be applicable to the bona fide sale or transfer of equipment in the normal course of business.

FOREIGN WORK

31. The parties agree that no Employer shall purchase, cause to be purchased, acquire or obtain by any other means, whether from a customer or otherwise, any lithographic preparatory or press work which was processed or prepared in whole or in part in any foreign country, including but not limited to negatives, positives, plates or press sheets; and each Employer agrees not to use any such lithographic preparatory press work in its plant for any purpose whatsoever, it being agreed, however, that the foregoing shall not apply to any such foreign work incidental to an entire lithographic job produced under this contract.

FREEDOM OF SPEECH

32. The Employer acknowledges that the Union may, from time to time during the life of this contract, conduct educational and publicity campaigns and other activities, by any and all lawful means, but not in violation of the restrictions contained in Section 37 herein or of any other provisions of this contract, designed to enlighten and alert its members and the public to the dangers to the trade union movement in the lithographic industry and to the entire industry and to the entire economy which would arise:

(a) If the Employer were to render production assistance to any lithographic Employer any of whose lithographic plants is struck by the Union or by any local of an international of which the Union may be an affiliated local or where members of the Union or any such local or international are locked out.

(b) If Employees were requested to handle any work in the plant covered by this contract if in another lithographic plant which is wholly owned and controlled by the Company or commonly owned and controlled, in any part of the United States or Canada, the Union or any local of an international of which the Union may be an affiliated local is on strike or members of the Union or of such local or international are locked out.

(c) If Employees were requested to handle any lithographic production work made in any shop which did not meet with the approval of the Union.

In connection with the foregoing, the Union may advise any individual member of his right, subject to whatever rights the Employer may have, to refuse to handle any work if, in his opinion, handling such work would endanger the security and well being of the trade union movement in the lithographic industry.

The expression of any views, argument or opinion, or the dissemination thereof, pursuant to this clause, shall contain no threat or reprisal or force by the Union or promise of benefit from the Union.

NO PIECE WORK OR PRODUCTION BONUS

33. No piece work or production bonus system shall be inaugurated to be applicable to Employees covered by the contract.

WORK BY REGULAR EMPLOYEES

34. All lithographic production work covered by this contract, except work done by non-working foremen and superintendents in the regular course of their duties, shall be done only by regular Employees who are employed and paid at regular hourly rates including overtime and who observe all of the other conditions of employment.

NO CHANGE IN AREA PRACTICES

35. Neither the Union nor the Employer shall permit, order or effectuate, directly or indirectly, in any plant, any change contrary to established and prevailing practices in the lithographic industry in this area with respect to working conditions or job duties; in the event of any dispute between the parties as to such established prevailing practices, the dispute shall be subject to the grievance and arbitration procedure provided in this contract. This paragraph shall not apply to any such matters specifically set forth in this contract.

NEW MACHINES OR PROCESSES

36.(a) In the event of the installation of new machines or new basic processes for lithographic production of a style or design not heretofore used by any Employers, such machines and processes shall be operated by Employees covered by this contract and under a scale of wages and complement of help to be agreed upon by the Productivity and Manning Committee, and to be subject to arbitration hereunder in the event of lack of joint agreement.

(b) The Employer shall give written notice to the Union and the Association immediately upon the purchase of such new equipment or of the new process a reasonable time before the installation thereof. Upon request of the Union there shall be a prompt meeting of the Productivity and Manning Committee. Upon compliance with the foregoing by the Employer, production on such new machine or new process shall not be interfered with. In the event the Employer fails to give such notice, the new machine or new process shall not be operated until the Employer gives reasonable notice.

(c) In the event of the installation or proposed installation in any non-Association shop under contract with the Union of new lithographic equipment or new basic processes for which no minimum wage or complement of help is set forth in this contract, the Productivity and Manning Committee shall meet promptly at the request of either party for the purpose of arriving at minimum wages and complement of help, which the Union will insofar as feasible attempt to establish in such shops. Nothing contained herein shall be subject to arbitration. This shall not be construed as a waiver by the Association of any rights under Section 40.

NO STRIKE, NO STOPPAGES, ETC.

37.(a) During the term of this contract the Union and its officers, members, agents and representatives shall not direct, authorize, promote or participate in any act of strike, stoppage, slowdown, economic pressure through concerted action by Employees in prohibiting or refusing overtime work, or any other interference with production (hereinafter called "such acts"), subject to Sections 3(c), 7, 14, 25, 26, 27 and 28 hereof.

(b) In the event of occurrence of such acts not directed, authorized, or promoted by the Union, the Employer shall advise the Union in writing of such unauthorized acts and the Union shall take affirmative actions as follows:

- (1)** State in writing to Employees that such acts are not directed or authorized by the Union and are in violation of this contract; and
- (2)** Make reasonable effort to induce Employees to cease such acts; and

(3) State to Employees who promote or participate in such acts that such acts are individual Employees' responsibility and that the Union will not defend them against disciplinary actions.

(c) In the event of unauthorized occurrence of such acts and provided the Union has taken the affirmative actions set forth in subsection (b) of this section, there shall be no liability for damages on the part of the Union or its officers, agents or representatives.

(d) The participation of any Employee in such acts or promotion by any Employee of such acts shall constitute a violation of this contract and shall make such Employees subject to dismissal or suspension without recourse to the grievance procedure set forth in Section 38 of this contract except as to the fact of such participation or promotion.

(e) The sole recourse and exclusive remedy against the Union, its officers, agents or representatives, in the event of a violation of this section shall be arbitration pursuant to the terms of this contract, the Arbitrator to have the right to make such an award as in his discretion seems proper.

GRIEVANCES AND ARBITRATION

38.(a) In the event of any dispute with reference to the interpretation application or breach of any of the terms contained in this contract, the matter shall be taken up in following manner:

(1) Between the Shop Delegate and the Employer.

(2) If a satisfactory adjustment is not thereby reached, it shall be taken up between the Union representatives and the Employer or the Association.

(3) If a satisfactory solution is not thereby reached, the matter shall be submitted to a Joint Committee of the Union and the Association, which Joint Committee shall meet as soon as possible and in no event later than five days after receipt of a written request from the Union on the one hand, or an Employer or the Association on the other hand. If a decision by a majority of the Joint Committee is reached this shall be final and binding on the parties involved; if the decision is not complied with immediately the matter of compliance only may be submitted for arbitration to an arbitrator selected unanimously by the Joint Committee, and if no unanimous agreement, to the American Arbitration Association for arbitration under their rules, and if the arbitrator finds non-compliance he shall be required to render an award enforcing the decision of the Joint Committee.

(4) If a decision by a majority of the Joint Committee is not reached, then within three (3) days after the completion of the hearing, the matter shall be submitted to an impartial arbitrator to be selected unanimously by the members of the Joint Committee, and in the absence of such unanimous agreement, either party may submit the matter for arbitration to the American Arbitration Association, to be arbitrated pursuant to their rules.

(b) Whenever a violation of the provisions of Sections 36 or 37(a) is alleged, the grievance and arbitration provisions of subsection (a)(1), (2), (3) and (4) hereof may be waived by either party, and a Joint Committee of the Association and the Union shall meet within 48 hours after request, the shop delegate of the shop involved to be permitted to be present without loss of pay for the regular work day. If the parties cannot agree, the matter may immediately be submitted by either the Union or the Association to the American Arbitration Association, which shall submit the matter to an arbitrator within 48 hours after receipt of notice, the award in such cases to be issued no later than 48 hours after the conclusion of the hearing.

(c) The decision of the Arbitrator shall be final and binding on all parties and the expense of the arbitration shall be borne equally by the Union on the one hand, and the Employer or Employers involved on the other hand.

(d) The Joint Committee referred to above and in subsection (e) herein shall consist of an equal number of members appointed respectively by the Union and the Association; substitutes may be appointed.

(e) Neither the Union nor the Employees shall suspend, or by concerted action interfere with, overtime work or the manner of production, pending the completion of the following steps, and if arbitration is invoked, until the decision of the arbitrator is rendered:

(1) A Union representative shall give the Employer at least twenty four (24) hours' notice.

(2) If the Employer contends that such action is not in accord with the contract, at the request of the Employer or the Union, a Joint Committee of the Union and the Association shall meet within forty-eight (48) hours thereafter to consider the matter, the Shop Delegate to be permitted to be present without loss of pay during his regular work shift.

(3) In the event the Joint Committee shall not arrive at a decision by a majority within twenty-four (24) hours after the commencement of the hearing, the matter may be submitted to arbitration immediately on the request of the Union or the Association, the American Arbitration Association to appoint an arbitrator within twenty-four (24) hours after receipt of notice, the award of the arbitrator to be issued no later than twenty-four (24) hours after the conclusion of the hearing.

Where the manner of production directed by an Employer has been in existence for less than than six (6) months in the Employer's plant the above provision requiring the manner of production not to be suspended or interfered with by the Union or the Employees pending the above steps (1) through (3) shall not be applicable, and the Employer shall be required to stop the manner of production to which the Union objects pending the above steps (2) and (3).

(f) In the event of any dispute arising under Section 36 hereof, pending the grievance and arbitration procedure herein, the change requested or

ordered by the Union or the Employer shall not become effective, the Employer to be permitted to continue without any interruption of work or any interruption in the manner of the performance of the work which was in existence prior to the aforesaid disputed change; as to any other dispute, work will be continued in exactly the same manner as prior to the dispute except that on a discharge for alleged cause the Employee's right to reinstatement and back pay, if any, shall be determined by the grievance and arbitration procedure. The provision herein shall be subject to the provisions of subsection (e) hereinabove.

(g) If any Employer shall not within a reasonable time accept and put into effect the majority decision of the Joint Committee or the award of the Arbitrator, then that Employer shall be expelled from the Association in addition to his other liabilities under the contract, and if any Employee shall not within a reasonable time accept and abide by the decision of the Joint Committee or the award of the Arbitrator, then that Employee shall be discharged, and any such discharge shall be deemed to be for just cause.

(h) This contract shall confer no individual rights on any Employee, and may be enforced only by the Union on the one hand, and the Employer or the Association, on the other hand. Any agreement between the Union, on the one hand, and the Employer or the Association, on the other hand, shall be binding on the Employees involved.

(i) Notwithstanding anything to the contrary contained in this Section 38, grievances of non-working foremen and superintendents shall be taken up directly with the Employer by Union representatives. In the event the matter is not disposed of, either party may request arbitration under the rules of the American Arbitration Association.

JOINT COMMITTEES

39.(a) *Productivity and Manning Committee*

- (1) The parties are agreed that the contract was negotiated on the basis that the Union and the Association recognize that it is in the best interest of both Employers and Employees that a high level of business activity be maintained in the area and that in order to achieve this, Employees must give their utmost in production and excellence of skills, and management must assume the responsibility of dispelling concern that increased productivity entails loss of jobs. In order to make the shops in the area more competitive, there shall be established a Committee on Productivity and Manning to investigate ways and means of bringing back and attracting work to shops in this area. This Committee is hereby authorized: to examine all phases of production and manning; to survey and consider any sustained unemployment or sustained shortage of manpower

in any job classification; to consider trends in job requirements and the inadvisability of making apprentices or the need for more manpower in any classification; to consider and develop appropriate programs for the retraining or rehabilitation of lithographic journeymen in new skills and processes; and to take action in respect to the foregoing. The Committee shall also perform such functions as are described in Section 36.

- (2) The parties shall consider issues relating to apprentices in the Productivity and Manning Committee, provided such issues shall not be subject to arbitration except to the extent explicitly and specifically set forth in Article 39(a)(5) of the Agreement.
- (3) The Committee shall be composed of three Association representatives and three Union representatives. The Association representatives shall be selected and may be replaced by the Association, and the Union representatives shall be selected and may be replaced by the Union. The Committee shall hold special meetings as may be necessary or desirable.
- (4) The Committee shall take no action except by the concurrence of a majority of the Union representatives and a majority of the Association representatives.
- (5) In the event that the Union members of the Committee and its Association members are in disagreement, either may request arbitration under the rules of the American Arbitration Association but only in respect to disagreement over (i) manning of new equipment, that is, equipment new to the area for which no complement has been established by this contract; and (ii) manning of familiar equipment which has had added to it substantial new labor-saving devices; and matters which are arbitrable under Section 36(a) of this Agreement.
- (6) All decisions of the Committee or of an arbitrator rendered pursuant to this section shall be binding upon and inure to the benefit of the Union and the Association, and all Employers bound by this Agreement.
- (7) All decisions of the Committee shall be subject to ratification by the Union's Council Board and by the Association's Executive Committee.

(b) Health Committee - Employers shall maintain clean, safe and properly ventilated plants, the Union to have the right to refer any complaint concerning such matters in a plant to a Joint Committee of the Association and the Union. In the event of a lack of agreement there shall be no right to arbitration.

BETTER CONTRACTS

40.(a) In the event the Union grants or intentionally permits any employer engaged in the commercial lithographic printing industry within the territorial jurisdiction of the Union more favorable terms than those applicable to the Employers covered by this Agreement, the Association shall have the right to demand that such more favorable terms are deemed to be part of this agreement; provided however, that this provision shall not apply to any Employer who, as of the effective date of the Agreement, (a) has never been covered by any agreement with the Union; or (b) is already a party to an agreement with the Union granting such Employer more favorable terms than are contained herein. With respect to agreements with an Employer engaged in the commercial lithographic printing industry within the territorial jurisdiction of the Union to which the Union has or will become party as a result of a merger of another union into the Union, if the Union enters into an agreement which contains terms more favorable than those prevailing at the time of the merger, the Association shall have the right to demand that such more favorable terms be deemed to be part of this agreement.

Notwithstanding the foregoing, the Association shall not be entitled to demand such more favorable terms if the Union demonstrates affirmatively that: (1) such more favorable term(s) was (were) granted in exchange for concessions or benefits (other than a wage increase) of equal or greater economic benefit to the Union; (2) the more favorable term(s) was (were) granted solely because the prior less favorable terms were not in practice observed or in effect in the shop.

(b) Any dispute arising under this provision shall be submitted to arbitration in accordance with the arbitration provisions of this Agreement.

(c) On request of the Association, the Union shall exhibit to a designated representative of the Association any collective bargaining agreements between the Union and any Employer or Employers.

NO JOINT LIABILITY

41. No breach of this contract by any Employer shall operate to affect this contract as to the Association or any other Employer, nor subject the Association or any other Employer to any liability to the Union.

BULLETIN BOARD

42. Each shop shall provide a bulletin board in a mutually satisfactory place for official Union notices.

NO ORAL OR IMPLIED AGREEMENT

43. This contract sets forth the entire understanding and agreement of the

parties and may not be modified in any respect except by writing subscribed to by the Association and the Union. Nothing in this contract shall be construed as requiring either party hereto to do or refrain from doing anything not explicitly and expressly set forth in this contract; nor shall either party be deemed to have agreed or promised to do or refrain from doing anything unless this contract explicitly and expressly sets forth such agreement or promise (except as provided in Section 36).

WAGES

44.(a) Effective July 1, 2006, all Journeymen shall receive increases of \$12.00 per thirty-five hour week (\$0.35 per hour), all tenders, general workers and all Employees categorized as Miscellaneous Lithographic help shall receive an increase of \$8.00 per thirty-five hour week (\$0.23 per hour).

Effective July 1, 2007 all Journeymen shall receive increases of \$15.00 per thirty-five hour week (\$0.43 per hour), all tenders, general workers and all Employees categorized as Miscellaneous Lithographic help shall receive an increase of \$8.00 per thirty-five hour week (\$0.23 per hour).

Effective July 1, 2008 all Journeymen shall receive increases of \$15.00 per thirty-five hour week (\$0.43 per hour), all tenders, general workers and all Employees categorized as Miscellaneous Lithographic help shall receive an increase of \$8.00 per thirty-five hour week (\$0.23 per hour).

Non-working foremen and superintendents are not eligible for these increases. Employees working 37 1/2 hour weeks shall receive a proportionate increase.

(b) *Minimum Wage Scale* - The minimum wage scale for each job classification in effect during the term of this Agreement shall be as set forth in the schedule attached hereto.

(c) *Apprentice Minimum Rates* - The minimum scale of wages to be paid to apprentices shall be as follows: the difference in the wage rate at which the apprentice is started and the rate contained in the Minimum Wage Scale specified in this contract for journeymen in their job classification, shall be divided into equal parts, one such part of this difference to be added to the wage of the apprentice every six months of his apprenticeship. The first such increase shall be made on completion of the six months' probationary period. No apprentice shall receive less than the Minimum Wage Scale for General Lithographic Help.

(d) *Payment of Wages by Cash or Check* - Except as provided in Section 17(a) hereof, wages may be paid by cash or check. Employers paying by check shall provide reasonable check-cashing facilities permitting the Employees to cash the check free of charge and without any loss

of working time. An Employer not now paying wages completely by check shall give notice in writing to the Union at least two weeks prior to the commencement of payment by check, such notice to include the proposed check-cashing arrangements. If such arrangements are not satisfactory, they shall not be put into effect until resolved by joint agreement of the Employer and the Union. In the event of lack of agreement, either party may request arbitration.

(e) Night Shift Premium - The minimum wage for night shift employees shall be, for a regular week of thirty-five (35) hours, at the rate of \$24.15 per week (\$0.69 per hour) and, for a regular work week of thirty-seven and one-half (37 1/2) hours, at the rate of \$25.88 per week (\$0.69 per hour) higher than the day shift rate except that all tenders, general workers and all Employees categorized as Miscellaneous Lithographic Help shall receive a rate for a regular work week of thirty-five (35) hours of 12.25 per week (\$0.35 per hour) and for a regular work week of thirty-seven and one-half (37 1/2) hours, \$13.13 per week (\$0.35 per hour) higher than the day shift rate.

(f) Press Tenders - New and inexperienced press tenders shall start at \$431.59 per thirty-five (35) hour week. Such Employees shall receive a wage increase of \$8.00 per thirty-five (35) hour week effective July 1, 2006, \$8.00 per thirty-five (35) hour week effective July 1, 2007, and \$8.00 per thirty-five (35) hour week effective July 1, 2008 provided they are employed on those dates. Employees working 37 1/2 hour weeks shall receive a proportionate increase. In addition, such Employees, if then under scale, shall receive, six months after they begin their employment, a wage increase equal to one-half the difference between their rate at that time and the Minimum Wage Scales for Employees in this job classification. One year after they begin their employment, such Employees shall receive the full scale for their classification.

....**(g) General Floor Helper** - a new classification will be created named General Floor Helper with a minimum wage of \$12.50 per hour. The vacation schedule applicable to General Floor Helpers shall be two (2) weeks after one (1) year, three (3) weeks after four (4) years, and four (4) weeks after six (6) years.

This new General Floor Helper classification is not to be utilized as a member of the press crew or washing up or performing any of the duties of the press crew unless it be an emergency situation. In an emergency, the General Floor Helper shall receive an upgrade if assigned to a position on a press.

(h) Packers - New and inexperienced packers shall start at \$395.50 per thirty-five (35) hour week. Such Employees shall receive a wage increase of \$8.00 per thirty-five (35) hour week effective July 1, 2006, \$8.00 per thirty-five (35) hour week effective July 1, 2007, and \$8.00 per thirty-five (35) hour week effective July 1, 2008, provided they are employed on those dates. Employees working 37 1/2 hour weeks shall receive a pro-

portionate increase. In addition, such Employees, if then under scale, shall receive, six months after they begin their employment, a wage increase equal to one-half the difference between their rate at that time and the Minimum Wage Scales for Employees in this job classification. One year after they begin their employment, such Employees shall receive the full scale for their classification.

(i) *Non-working Foremen and Superintendents* - Section 9 "Hours of Work" and Section 11 "Overtime" shall not be applicable to non-working foremen and superintendents.

TRAINING FUND

45.(a) A Training Fund shall be maintained and administered by Trustees appointed in equal number by the Union and the Association, for the purpose of providing training on new technology to Employees (including persons temporarily unemployed) of Employers covered by this agreement and other Employers contributing to the Fund.

(b) Each Employer shall contribute to the Fund (\$0.75) seventy-five cents per week (or pro rata for less than a full week) for each Employee covered by this Agreement.

(c) Contributions shall be forwarded to the Fund Office by no later than the 10th of the following month with reports on forms to be furnished by the Fund.

(d) Each Employer hereby consents to the provisions of the Agreement and Declaration of Trust establishing the Training Fund, including, but not limited to the provisions permitting the appointment and removal of Employer Trustees by the Association.

....**(e)** Effective November 1, 2005 the Employer shall no longer have any obligation to contribute to the training fund.

SEPARABILITY

46. Each and every clause of this contract shall be deemed separable from each and every other clause of this contract to the end that in the event that any clause or clauses shall be in violation of any law, then and in such event such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the contract including any and all provisions in the remainder of any clause, sentence or paragraph.

SAFETY

47. The Union and Association jointly recognize the importance of maintaining a safe work place. To that end, all Employers shall have the right to require the use of hearing and eye protection devices provided by the Employer. With respect to other types of safety devices provided by the

employer the employer may require their use subject to the approval of the Union, which approval shall not be unreasonably withheld.

SUCCESSORS AND ASSIGNS

48. This contract shall be binding upon, and shall inure to the benefit of, the parties hereto, the members of the Association, and their respective successors and assigns.

MINIMUM WAGE SCALE: ADDITIONAL PROVISIONS

49. Attached hereto as a part hereof are a schedule of Minimum Wage Scales and Additional Provisions.

EXPIRATION

50. This contract shall be effective November 1, 2005 and shall terminate on June 30, 2009.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their offices thereunto duly authorized this 29th day of October 2005.

METROPOLITAN LITHOGRAPHERS ASSOCIATION, INC.

By: GARY SAMUELS, President

Vincent Pinzone, Secretary

LOCAL ONE, AMALGAMATED LITHOGRAPHERS OF AMERICA

By: PATRICK LoPRESTI, President

ANTHONY CAIFANO, Secretary-Treasurer

ADDITIONAL PROVISIONS

I. PRESS DEPARTMENT

(a) Press crews on sheet-fed presses shall work as a team; press crews on web presses shall work as a team. The first pressman shall have full command of his crew and shall require the crew to cooperate, each man to the best of his ability without regard to job classification in the operation

of the press, and in the make-ready and wash-up (except where a special wash-up crew is assigned to the press). At no time shall any member of the crew refuse to do any of the work duties he is asked to do by the first pressman.

(b) Wash-up crew may not wash up a press while the regular press crew is still on the press during their regular shift; this is not intended to apply to the wash up of a press if the regular press crew is working overtime turning sheets.

(c) The 2-color press rates for the applicable size press shall apply to the press crew of a 1-color press while running with a bronzer; if the press so runs for part of a shift, such rates shall be paid on such press for the whole shift.

(d) Notwithstanding the provisions of the Minimum Wage Scales relating to the 5-color and 6-color presses 72" and over, when a 5 or 6-color press 72" and over is operated as a 4-color press, the applicable 4-color rates of pay and complement of help shall apply; when a 6-color press 72" and over is operated as a 5-color press, the applicable 5-color rates of pay and complement of help shall apply. The foregoing is subject to the condition, however, that when a change occurs during a shift, the rates of pay and complement of help applicable at the beginning of such shift shall prevail for such entire shift.

(e) Press Assistants shall be classified as Journeymen.

(f) When practicable, Employees may be shifted between sheet-fed presses and web-fed presses.

II. PREP DEPARTMENT

(a) All journeymen in the prep department who shall be designated as preparatory journeymen, shall be paid at the Minimum Wage Scale for preparatory journeymen, and may be assigned any and all prep department functions. Notwithstanding the foregoing: (i) individuals employed as combination persons prior to such designation shall continue to be paid no less than \$20 per week in excess of the Minimum Wage Scale for preparatory journeymen; and (ii) individuals employed prior to such designation in prep department classifications with a wage rate higher than the Minimum Wage Scale for preparatory journeymen (Scanner Operator, Paginator, Artist [Dot Etcher], Photographer [Color]) shall continue to be paid at such higher rate.

(b) A Prep Department on the night shift and lobster shift may operate with one man but for purposes of safety and protection, there must be another man in the plant, whether or not in the bargaining unit.

(c) A stripper may make his own contacts to avoid loss of time by him on the job he is stripping.

(d) Where in any classification in the Prep Department there is only one Employee and such Employee is absent for any reason, the remaining

Employees in the Department will perform whatever work is necessary to keep the Department functional, provided that the Union has been notified and is unable to supply a replacement for the absentee.

(e) An Employer may assign general workers to make pre-press proofs (including by way of example blueprints, color keys, chromalins and match prints), provided that in the event a journeyman position in the prep department is eliminated for any reason other than death, retirement or resignation, the Employer shall immediately cease such assignments.

III. ELECTRONIC OPERATOR ADDENDUM

(a) The foregoing agreement (the "Agreement") shall apply (to the extent set forth in this Addendum) to Employees employed by the Employers (defined for purposes of this Addendum only as members of the Association and companies in which members of the Association have a financial interest of 50% or more) in the classification of Electronic Operator. This Addendum shall not apply to any other Employees of the Employer, including but not limited to customer service Employees, pre-flight operators, designers, clerical Employees, word processors, production Employees, typesetters, data processing Employees, research and development Employees, computer programmers, computer maintenance Employees, non-working foremen, supervisors, managers, and per-diem, employed for not more than 25 days in a 90 calendar day period (provided that the number of non-covered per-diem shall not exceed 2 for up to the first 10 Electronic Operators and 1 additional per diem for up to each additional 5 Electronic Operators, to a maximum of 4 non-covered per-diem).

(b) **WORK JURISDICTION-** Notwithstanding any other provisions of this Agreement, the work jurisdiction of Electronic Operators shall be limited to lithographic pre-press preparatory work performed in the States of New York and New Jersey for clients or customers of the Employer, of a type previously performed in the prep department by strippers, platemakers, camerapersons, dot etchers, paginators, scanner operators and/or combination persons, and excluding work performed by all other Employees of the Employer. The performance of covered work incidental to the functions performed by excluded Employees, brought about by the incorporation, in the future, of covered work into the functions of machinery and equipment operated by excluded Employees, shall not be covered by this Agreement.

(c) **HOURS OF WORK -** Notwithstanding Article 9 of this Agreement, the Employer may establish a regular work week of thirty-five (35) hours or thirty-seven and one-half (37 1/2) hours, in accordance with the provisions of Article 9(c) of the Agreement, for Employees exclusively assigned to the

electronic pre-press department, without regard to the work week in effect in the other departments of the Employer.

(d) LAYOFF AND DISCHARGE - Notwithstanding Article 12 of this Agreement, all Electronic Operators shall be subject to a probationary period of sixty (60) days. During the probationary period, the Employer may discharge the Electronic Operator without recourse, and such discharge shall not be subject to the grievance and arbitration procedure of the Agreement. The Employer's obligation, if any, to make contributions to the ALA-Lithographic Industry Pension Plan and/or the Sickness & Accident Fund of Local One, shall commence upon the completion of the probationary period.

(e) VACATIONS Notwithstanding Article 14 of this Agreement, Electronic Operators shall be entitled to vacation with pay as follows:

<u>Complete Years of Continuous Service</u>	<u>Annual Vacation</u>
1 year	2 weeks
3 years	3 weeks
5 years	4 weeks

(f) ALA-LITHOGRAPHIC INDUSTRY PENSION PLAN.

Effective July 1, 2001 the rate of contribution shall be 6% of base pay in accordance with Section 18 of this agreement.

(g) TRANSFERRED JOURNEYMEN.

(1) For purpose of this Addendum, the term "transferred journeyman" shall be defined as an individual who, as of the date of this Addendum, has experience as a conventional pre-press journeyman (stripper, platemaker, cameraperson, dot etcher, paginator, or scanner operator) under a collective bargaining agreement to which the Union is party and who is subsequently transferred to or hired into a position as Electronic Operator by an Employer. Notwithstanding anything contained in this Agreement, transferred journeymen shall be subject to the following: **(i)** a probationary period of six (6) months, during which the Employer may, without recourse **(A)** with respect to an Electronic Operator who, immediately prior to being hired by the Employer as an Electronic Operator was employed in a conventional prepatory position with the Employer, transfer the Electronic Operator to a conventional prepatory position, subject to the application of Article 12 of the Agreement; or **(B)** with respect to an Electronic Operator who was not, immediately prior to being hired by the Employer as an Electronic Operator, employed in a conventional prepatory position with the Employer discharge the Electronic Operator, and such transfer or discharge, as the case may be, shall not be subject to the grievance and arbi-

tration procedure of the Agreement; and (ii) the minimum hourly wage rate for the entire term of this Agreement shall be \$19.00, provided that: after four (4) months of continuous service and after eight (8) months of continuous service the Employee's minimum hourly wage rate shall be increased by an amount which is one-third of the difference between \$19.00 and the Minimum Wage Scale for prepatory journeyman; and after one (1) year of continuous service, he/she shall be paid in accordance with the Minimum Wage Scale for prepatory journeymen. Transferred journeymen shall receive all benefits as set forth in this Agreement.

(2) The term "transferred journeyman" shall also include an Employee on whose behalf contributions have at any time been made to the ALA-Lithographic Industry Pension Plan (the "IPP") or the Sickness & Accident Fund of Local One (the "S&A Fund") on account of work performed as an Electronic Operator pursuant to a collective bargaining agreement to which the Union was party. Notwithstanding anything contained in this Agreement, such transferred journeymen shall be subject to a probationary period of six (6) months, during which the Employer may, without recourse, discharge the Electronic Operator, and such discharge shall not be subject to the grievance and arbitration procedure of this Agreement. Such an Electronic Operator shall be governed in all respects by this Addendum except that contributions to the S&A Fund shall commence as of the first day of employment, and the minimum hourly wage rate, vacation, and IPP contributions under which such Electronic Operator is initially employed shall be no less than those which were applicable to such Employee pursuant to the collective bargaining agreement to which the Union was party and under which the Employee was last employed.

(h) APPRENTICES. An Employee designated by the Employer as an Electronic Operator Apprentice (with the approval of the Union, which approval shall not be unreasonably withheld) shall be subject to the following: **(a)** the probationary period for such an Apprentice shall be twelve (12) months, during which the Employer may discharge the Electronic Operator without recourse, and such discharge shall not be subject to the grievance and arbitration procedure of the Agreement; **(b)** the minimum hourly wage rate for such an Apprentice shall be Minimum Wage Scale for General Worker, provided that the difference between such rate and the minimum hourly wage rate for Employees in the classification of Electronic Operator shall be divided into four (4) equal parts, one such part of such difference to be added to the wage rate of such Apprentice after each twelve (12) months of continuous service by the Apprentice; and **(c)** after forty-eight (48) months of continuous service by the Apprentice, he/she shall become a regular Employee and his/her minimum hourly wage rate shall be as set forth in paragraph (i) [Wages] of this Addendum.

(i) **WAGES.** The minimum hourly wage rate for Employees exclusively assigned as an Electronic Operators shall be as set forth on the attached minimum wage scales and equal to that of conventional preparatory employees.

IV. PAPER HANDER'S DEFINITION

An Employee engaged in handling of paper where he is required to do one or more of the following: winding and resetting, rolling or curling, counting, stacking or transposing. General Workers in the pressroom may assist the paper handlers and operators in the pressroom in respect to the foregoing after the sheets have been lithographed in whole or in part.

V. FINISHING DEPARTMENT HELP, FOLDING MACHINE OPERATORS, SHIPPING CLERKS AND SHIPPING CLERK'S ASSISTANT

Employees in the job classification of Finishing Department Help, Folding Machine Operator, Shipping Clerk and Shipping Clerk's Assistant have been bargained for by the Union in a few shops, due to the special and unusual circumstances in the particular shop. The Union agrees to continue to represent said Employees in said shops, and said Employees shall be covered by this contract in all respects subject to the following:

(a) Scales: Wage scales of each job classification above shall be set forth in the schedule attached hereto.

(b) General Wage Increase - Employees in the above classifications shall receive an increase of \$8.00 per thirty-five hour week, effective July 1, 2006, \$8.00 per thirty-five hour week effective July 1, 2007, and \$8.00 per thirty-five hour week effective July 1, 2008.

(c) Inexperienced Finishing Department Help shall start at \$422.29 per week. Such Employees shall receive wage increase of \$8.00 per thirty-five hour week effective July 1, 2006, \$8.00 per thirty-five hour week effective July 1, 2007 and \$8.00 per thirty-five hour week effective July 1, 2008 provided they are employed on those dates. Employees working 37 1/2 hour week shall receive a proportionate increase. In addition, such Employees, if then under scale, shall receive six months after they begin their employment a wage increase equal to one-half of the difference between their rate at that time and the Minimum Wage Scales for employees in this job classification. One year after they begin their employment, such Employees shall receive the full scale for their classification.

(d) The night shift premium shall be at the rate of \$11.75 per week (\$0.34 cents per hour) higher than the day shift rate.

(e) Layoffs and hiring of Finishing Department Help shall not be handled by Employers for the primary purpose of paying Employees at in-experienced rates.

(f) Section 20 of the contract shall not apply to any of the classifications set forth in (a) above.

VI. SCANNER

The rate for a journeyman Employee assigned to work on an electronic Scanner, who has not previously worked on the Scanner full time for at least one year, shall be as follows: the difference between the Employee's weekly rate and the then-prevailing minimum wage scale shall be divided into four equal parts and the Employee shall be granted a weekly wage increase equal to one such part every three successive months, the first such increase to be granted three months after the Employee is assigned to such work on the Scanner. Such Employees will be entitled to the increase set forth in paragraph 44(a) hereof.

VII. REDUCTION IN WORK FORCE

(a) Subparagraph I(a), insofar as it applies to press crews on presses other than web-fed presses, shall not be available to any Employer where there is a reduction in the regular work force (other than by death or retirement) by reason thereof.

(b) An Employer which does not employ one or more journeymen pursuant to the terms of the Electronic Operator Addendum, may not lay off more than two journeymen in the prep department in any contract year where such layoffs arise solely by reason of the exercise of the rights granted by paragraph II (a).

VIII. EXISTING RELATIONSHIP WITH OTHER UNIONS

Nothing in this contract shall be applicable to or interfere with any existing relationships between any Employer and any other union in respect to Employees in the job classifications of Paper Handlers, Paper Cutters, Finishing Department Help, Folding Machine Operators, Multilith Operators, Shipping Clerks and Shipping Clerk's Assistants, insofar as such relationships are now known or have been previously disclosed to the Union.

	MINIMUM WAGE SCALES July 1, 2005			July 1, 2006			July 1, 2007			July 1, 2008		
	Hourly	<u>Weekly</u>		Hourly	<u>Weekly</u>		Hourly	<u>Weekly</u>		Hourly	<u>Weekly</u>	
		35 hrs	37.5 hrs		35 hrs	37.5 hrs		35 hrs	37.5 hrs		35 hrs	37.5 hrs
Preparatory Depts.												
Photographers (color)	28.609	997.82	1,069.09	28.862	1,009.82	1,081.95	29.281	1,024.82	1,098.02	29.709	1,039.82	1,114.09
Photographers (Black & White)	28.018	980.64	1,060.69	28.631	992.64	1,063.54	28.790	1,007.64	1,079.61	29.218	1,022.64	1,095.69
Artists (Dot-Etchers)	28.234	988.19	1,068.78	28.577	1,000.19	1,071.63	29.006	1,015.19	1,087.70	29.434	1,030.19	1,103.78
Strippers & Platemakers	28.018	980.64	1,060.69	28.361	992.64	1,063.54	28.790	1,007.64	1,079.61	29.218	1,022.64	1,095.69
Electronic Operators	28.018	980.64	1,060.69	28.361	992.64	1,063.54	28.790	1,007.64	1,079.61	29.218	1,022.64	1,095.69
Scanner	30.326	1,061.38	1,137.19	30.668	1,073.38	1,160.05	31.097	1,088.38	1,166.12	31.626	1,103.38	1,182.19
Paginator	31.039	1,086.38	1,163.98	31.382	1,098.38	1,176.84	31.811	1,113.38	1,192.91	32.239	1,128.38	1,208.98
Press Depts. (Sheet Fed)												
Rates and complements												
Sizes indicated are maximum sheet sizes of presses												
1 color up to 14" incl.												
1 pressman	26.905	941.66	1,008.92	27.247	953.66	1,021.78	27.676	968.66	1,037.85	28.105	983.66	1,053.92
1 color 15" to 17" incl.												
1 pressman	27.293	955.25	1,023.48	27.636	967.25	1,036.34	28.064	982.25	1,052.41	28.493	997.25	1,068.48
1 color 18" to 30"												
1 pressman	27.673	968.55	1,037.73	28.016	980.55	1,050.59	28.444	995.55	1,066.66	28.873	1,010.55	1,082.73
1 color 31" up to 36" incl.												
1 pressman	28.555	999.43	1,070.82	28.898	1,011.43	1,083.68	29.327	1,026.43	1,099.75	29.755	1,041.43	1,115.82

MINIMUM WAGE SCALES	July 1, 2005			July 1, 2006			July 1, 2007			July 1, 2008		
	Hourly	Weekly		Hourly	Weekly		Hourly	Weekly		Hourly	Weekly	
		35 hrs	37.5 hrs		35 hrs	37.5 hrs		35 hrs	37.5 hrs		35 hrs	37.5 hrs
1 color 37" to 60" incl.												
1 pressman	27.841	974.43	1,044.03	28.184	986.43	1,066.89	28.612	1,001.43	1,072.96	29.041	1,016.43	1,089.03
1 operator	27.062	947.17	1,014.83	27.406	969.17	1,027.68	27.833	974.17	1,043.75	28.262	989.17	1,059.83
1 color over 60" up to 71" incl.												
1 pressman	27.998	979.94	1,049.94	28.341	991.94	1,062.79	28.770	1,006.94	1,078.86	29.198	1,021.94	1,094.94
1 operator	27.098	948.42	1,016.16	27.441	960.42	1,029.02	27.869	976.42	1,045.09	28.298	990.42	1,061.16
1 tender	16.188	566.58	607.06	16.417	574.58	615.62	16.645	582.58	624.19	16.874	590.58	632.76
1 color 72" and over												
1 pressman	28.144	985.06	1,055.41	28.487	997.06	1,068.27	28.916	1,012.06	1,084.34	29.344	1,027.06	1,100.41
1 operator	27.244	953.53	1,021.64	27.587	965.53	1,034.50	28.015	980.53	1,050.57	28.444	995.53	1,066.64
1 tender	16.276	669.65	610.34	16.504	677.65	618.91	16.733	685.65	627.48	16.961	693.65	636.05
2 color 11" x 17"												
1 pressman	27.673	968.55	1,037.73	28.016	980.55	1,050.59	28.444	995.55	1,066.65	28.873	1,010.55	1,082.73
2 color 20" up to 29"												
1 pressman	28.313	990.94	1,061.72	28.655	1,002.94	1,074.58	29.084	1,017.94	1,090.65	29.513	1,032.94	1,106.72
2 color up to 42"												
1 pressman	28.313	990.94	1,061.72	28.655	1,002.94	1,074.58	29.084	1,017.94	1,090.65	29.513	1,032.94	1,106.72
1 operator	27.205	952.17	1,020.18	27.548	964.17	1,033.04	27.976	979.17	1,049.11	28.405	994.17	1,065.18

	July 1, 2005			July 1, 2006			July 1, 2007			July 1, 2008		
	Hourly	Weekly		Hourly	Weekly		Hourly	Weekly		Hourly	Weekly	
		35 hrs	37.5 hrs									
2 color over 42" up to 71" incl.												
1 pressman	28.470	996.44	1,067.61	28.813	1,008.44	1,080.47	29.241	1,023.44	1,096.54	29.670	1,038.44	1,112.61
1 operator	27.241	953.42	1,021.52	27.583	965.42	1,034.38	28.012	980.42	1,050.45	28.441	995.42	1,066.52
1 tender	16.259	569.08	609.73	16.488	577.08	618.30	16.717	585.08	626.87	16.945	593.08	635.44
2 color 72" and over												
1 pressman	28.616	1,001.55	1,073.09	28.959	1,013.55	1,085.95	29.387	1,028.55	1,102.02	29.816	1,043.55	1,118.09
1 operator	27.387	958.53	1,027.00	27.729	970.53	1,039.85	28.158	985.53	1,055.93	28.587	1,000.53	1,072.00
1 tender	16.347	572.15	613.02	16.576	580.15	621.59	16.804	588.15	630.16	17.033	596.15	638.73
4 color 13-3/4" x 20-1/2 "												
1 pressman	29.304	1,025.64	1,098.90	29.647	1,037.64	1,111.76	30.076	1,052.64	1,127.83	30.504	1,067.64	1,143.90
1 tender	16.259	569.08	609.73	16.488	577.08	618.30	16.717	585.08	626.87	16.945	593.08	635.44
4 color 23" x 32" (with electronic ink control and automated register control)												
1 pressman	29.313	1,025.94	1,099.22	29.656	1,037.94	1,112.08	30.084	1,052.94	1,128.15	30.513	1,067.94	1,144.22
1 operator	27.241	953.42	1,021.52	27.583	965.42	1,034.38	28.012	980.42	1,050.45	28.441	995.42	1,066.52
4 color up to 40" (when operating with 1st and 2nd pressman)												
1 pressman	30.455	1,065.94	1,142.08	30.798	1,077.94	1,154.94	31.227	1,092.94	1,171.01	31.655	1,107.94	1,187.08
2nd pressman	28.741	1,005.94	1,077.79	29.084	1,017.94	1,090.65	29.513	1,032.94	1,106.72	29.941	1,047.94	1,122.79

	July 1, 2005			July 1, 2006			July 1, 2007			July 1, 2008		
MINIMUM WAGE SCALES	Weekly			Weekly			Weekly			Weekly		
	Hourly	35 hrs	37.5 hrs									
4 color up to 40"												
1 pressman	30.027	1,050.94	1,126.01	30.370	1,062.94	1,138.86	30.798	1,077.94	1,164.94	31.227	1,092.94	1,171.01
2nd pressman	28.313	990.94	1,061.72	28.655	1,002.94	1,074.58	29.084	1,017.94	1,090.65	29.513	1,032.94	1,106.72
1 operator	27.241	953.42	1,021.52	27.583	965.42	1,034.38	28.012	980.42	1,050.45	28.441	995.42	1,066.52
4 color up to 44" (when operating with 1st and 2nd pressmen)												
1st pressman	30.613	1,071.44	1,147.97	30.955	1,083.44	1,160.83	31.384	1,098.44	1,176.90	31.813	1,113.44	1,192.97
2nd pressman	28.898	1,011.44	1,083.69	29.241	1,023.44	1,096.54	29.670	1,038.44	1,112.61	30.098	1,053.44	1,128.69
4 color up to 44"												
1st pressman	30.184	1,056.44	1,131.90	30.527	1,068.44	1,144.76	30.955	1,083.44	1,160.83	31.384	1,098.44	1,176.90
2nd pressman	28.470	996.44	1,067.61	28.813	1,008.44	1,080.47	29.241	1,023.44	1,096.54	29.670	1,038.44	1,112.61
1 operator	27.241	953.42	1,021.52	27.583	965.42	1,034.38	28.012	980.42	1,050.45	28.441	995.42	1,066.52
4 color over 44" up to 71" incl.												
1st pressman	30.184	1,056.44	1,131.90	30.527	1,068.44	1,144.76	30.955	1,083.44	1,160.83	31.384	1,098.44	1,176.90
2nd pressman	28.470	996.44	1,067.61	28.813	1,008.44	1,080.47	29.241	1,023.44	1,096.54	29.670	1,038.44	1,112.61
1st operator	27.241	953.42	1,021.52	27.583	965.42	1,034.38	28.012	980.42	1,050.45	28.441	995.42	1,066.52
2nd operator	27.062	947.17	1,014.83	27.405	959.17	1,027.68	27.833	974.17	1,043.75	28.262	989.17	1,059.83

July 1, 2005

July 1, 2006

July 1, 2007

July 1, 2008

MINIMUM WAGE SCALES

	Weekly			Weekly			Weekly			Weekly		
	Hourly	35 hrs	37.5 hrs									
4 color 72" and over												
1st pressman	30.330	1,061.55	1,137.38	30.673	1,073.55	1,150.23	31.101	1,088.55	1,166.30	31.530	1,103.55	1,182.38
2nd pressman	28.616	1,001.55	1,073.09	28.959	1,013.55	1,085.95	29.387	1,028.55	1,102.02	29.816	1,043.55	1,118.09
1st operator	27.387	958.53	1,027.00	27.729	970.53	1,039.85	28.168	985.53	1,055.93	28.587	1,000.53	1,072.00
2nd operator	27.208	952.28	1,020.30	27.551	964.28	1,033.16	27.979	979.28	1,049.23	28.408	994.28	1,065.30
5 color up to 44" (Without console or roll sheeter or with roll sheeter alone; or with console & roll sheeter)												
1st pressman	30.613	1,071.44	1,147.97	30.955	1,083.44	1,160.83	31.384	1,098.44	1,176.90	31.813	1,113.44	1,192.97
2nd pressman	28.898	1,011.44	1,083.69	29.241	1,023.44	1,096.54	29.670	1,038.44	1,112.61	30.098	1,053.44	1,128.69
1 operator	27.526	963.42	1,032.24	27.869	975.42	1,045.09	28.298	990.42	1,061.16	28.726	1,005.42	1,077.24
5 color up to 44" (Console alone)												
1st pressman	30.613	1,071.44	1,147.97	30.955	1,083.44	1,160.83	31.384	1,098.44	1,176.90	31.813	1,113.44	1,192.97
2nd pressman	28.898	1,011.44	1,083.69	29.241	1,023.44	1,096.54	29.670	1,038.44	1,112.61	30.098	1,053.44	1,128.69
1 tender	16.402	574.08	615.09	16.631	582.08	623.66	16.859	590.08	632.23	17.088	598.08	640.80
5 color 55"												
1st pressman	31.199	1,091.97	1,169.97	31.542	1,103.97	1,182.83	31.971	1,118.97	1,198.90	32.399	1,133.97	1,214.97
2nd pressman	29.326	1,026.42	1,099.74	29.669	1,038.42	1,112.59	30.098	1,053.42	1,128.66	30.526	1,068.42	1,144.74
1 operator	28.012	980.43	1,050.46	28.355	992.43	1,063.32	28.784	1,007.43	1,079.39	29.212	1,022.43	1,095.46

MINIMUM WAGE SCALES

	<u>Weekly</u>			<u>Weekly</u>			<u>Weekly</u>			<u>Weekly</u>		
	Hourly	35 hrs	37.5 hrs									
5 color 60"												
1st pressman	30.330	1,061.55	1,137.38	30.673	1,073.55	1,150.23	31.101	1,088.55	1,166.30	31.530	1,103.55	1,182.38
2nd pressman	28.616	1,001.55	1,073.09	28.959	1,013.55	1,085.95	29.387	1,028.55	1,102.02	29.816	1,043.55	1,118.09
1st operator	27.387	958.53	1,027.00	27.729	970.53	1,039.85	28.158	985.53	1,055.93	28.587	1,000.53	1,072.00
2nd operator	27.208	952.28	1,020.30	27.551	964.28	1,033.16	27.979	979.28	1,049.23	28.408	994.28	1,065.30
5 color 72" and over												
1st pressman	30.913	1,081.97	1,159.25	31.256	1,093.97	1,172.11	31.685	1,108.97	1,188.18	32.113	1,123.97	1,204.25
2nd pressman	29.041	1,016.42	1,089.02	29.383	1,028.42	1,101.88	29.812	1,043.42	1,117.95	30.241	1,058.42	1,134.02
1st operator	27.727	970.43	1,039.75	28.069	982.43	1,052.60	28.498	997.43	1,068.68	28.927	1,012.43	1,084.75
2nd operator	27.435	960.21	1,028.80	27.777	972.21	1,041.65	28.206	987.21	1,057.73	28.635	1,002.21	1,073.80
1 tender	16.493	577.27	618.50	16.722	586.27	627.08	16.951	593.27	635.65	17.179	601.27	644.22
6 color 20" x 28" to 23" x 29-1/2" (with console)												
1st pressman	31.616	1,106.55	1,185.59	31.959	1,118.55	1,198.45	32.387	1,133.55	1,214.52	32.816	1,148.55	1,230.59
2nd pressman	28.473	996.55	1,067.73	28.816	1,008.55	1,080.59	29.244	1,023.55	1,096.66	29.673	1,038.55	1,112.73
6 color 40"												
1st pressman	30.759	1,076.55	1,153.45	31.101	1,088.55	1,166.30	31.530	1,103.55	1,182.38	31.959	1,118.55	1,198.45
2nd pressman	29.044	1,016.55	1,089.16	29.387	1,028.55	1,102.02	29.816	1,043.55	1,118.09	30.244	1,058.55	1,134.16
1 operator	27.672	968.53	1,037.71	28.015	980.53	1,050.57	28.444	995.53	1,066.64	28.872	1,010.53	1,082.71
6 color 40" (with console and closed-loop color-inking system without tower coater)												
1st pressman	31.187	1,091.55	1,169.52	31.530	1,103.55	1,182.38	31.959	1,118.55	1,198.45	32.387	1,133.55	1,214.52
2nd pressman	28.616	1,001.55	1,073.09	28.959	1,013.55	1,085.95	29.387	1,028.55	1,102.02	29.816	1,043.55	1,118.09
Tender	16.402	574.08	615.09	16.631	582.08	623.66	16.859	590.08	632.23	17.088	598.08	640.80

MINIMUM WAGE SCALES

	July 1, 2005			July 1, 2006			July 1, 2007			July 1, 2008		
	Hourly	Weekly		Hourly	Weekly		Hourly	Weekly		Hourly	Weekly	
		35 hrs	37.5	Hourly	35 hrs	37.5	Hourly	35 hrs	37.5	Hourly	35 hrs	37.5
6 color 40" (with console, including console controlled inking)												
1st pressman	31.187	1,091.65	1,169.52	31.530	1,103.65	1,182.38	31.959	1,118.55	1,198.45	32.387	1,133.55	1,214.52
2nd pressman	28.616	1,001.65	1,073.09	28.959	1,013.65	1,086.95	29.387	1,028.65	1,102.02	29.816	1,043.65	1,118.09
press assistant	18.974	664.08	711.51	19.202	672.08	720.09	19.431	680.08	728.66	19.659	688.08	737.23
An operator currently assigned to such a press shall continue to be so assigned until the death or retirement of the operator												
6 color 40" (with console including console controlled inking with tower coater)												
1st pressman	31.187	1,091.65	1,169.52	31.530	1,103.65	1,182.38	31.959	1,118.55	1,198.45	32.387	1,133.55	1,214.52
2nd pressman	28.616	1,001.65	1,073.09	28.959	1,013.65	1,086.95	29.387	1,028.65	1,102.02	29.816	1,043.65	1,118.09
1 operator	27.208	952.28	1,020.30	27.551	964.28	1,033.16	27.979	979.28	1,049.23	28.408	994.28	1,065.30
6 color 50"												
1st pressman	30.939	1,082.86	1,160.21	31.282	1,094.86	1,173.06	31.710	1,109.86	1,189.14	32.139	1,124.86	1,205.21
2nd pressman	29.225	1,022.86	1,095.92	29.567	1,034.86	1,108.79	29.996	1,049.86	1,124.86	30.425	1,064.86	1,140.92
operator	27.862	975.86	1,045.66	28.225	987.86	1,058.42	28.653	1,002.86	1,074.49	29.082	1,017.86	1,090.66
Tender	16.493	577.27	618.50	16.722	585.27	627.08	16.951	593.27	636.65	17.179	601.27	644.22

MINIMUM WAGE SCALES

	July 1, 2005			July 1, 2006			July 1, 2007			July 1, 2008		
	Hourly	35 hrs	37.5									
6 color 60"												
1st pressman	31.199	1,091.97	1,169.97	31.542	1,103.97	1,182.83	31.971	1,118.97	1,198.90	32.399	1,133.97	1,214.97
2nd pressman	29.326	1,026.42	1,099.74	29.669	1,038.42	1,112.59	30.098	1,053.42	1,128.66	30.526	1,068.42	1,144.74
1st operator	28.012	980.43	1,050.46	28.355	992.43	1,063.32	28.784	1,007.43	1,079.39	29.212	1,022.43	1,095.46
2nd operator	27.727	970.43	1,039.75	28.069	982.43	1,052.60	28.498	997.43	1,068.68	28.927	1,012.43	1,084.75
7 color 40" (with console, including console controlled inking, with or without tower coater)												
1st pressman	31.473	1,101.55	1,180.23	31.816	1,113.55	1,193.09	32.244	1,128.55	1,209.16	32.673	1,143.55	1,225.23
2nd pressman	28.616	1,001.55	1,073.09	28.959	1,013.55	1,085.95	29.387	1,028.55	1,102.02	29.816	1,043.55	1,118.09
1 operator	27.208	952.28	1,020.30	27.551	964.28	1,033.16	27.979	979.28	1,049.23	28.408	994.28	1,065.30
8 color 40" (with console, including console controlled inking, with or without tower coater)												
1st pressman	31.759	1,111.55	1,190.95	32.101	1,123.55	1,203.80	32.530	1,138.55	1,219.88	32.959	1,153.55	1,235.95
2nd pressman	28.616	1,001.55	1,073.09	28.959	1,013.55	1,085.95	29.387	1,028.55	1,102.02	29.816	1,043.55	1,118.09
1 operator	27.208	952.28	1,020.30	27.551	964.28	1,033.16	27.979	979.28	1,049.23	28.408	994.28	1,065.30

July 1, 2005

July 1, 2006

July 1, 2007

July 1, 2008

MINIMUM WAGE SCALES

	<u>Weekly</u>			<u>Weekly</u>			<u>Weekly</u>			<u>Weekly</u>		
	Hourly	35 hrs	37.5 hrs									
ROTARY PRESSMAN												
Commercial or poster												
1-color, up to 64" incl.	27.723	970.31	1,039.62	28.066	982.31	1,052.48	28.495	997.31	1,068.55	28.923	1,012.31	1,084.62
1-color, over 64" incl.	27.841	974.43	1,044.03	28.184	986.43	1,056.89	28.612	1,001.43	1,072.96	29.041	1,016.43	1,089.03
2-color, up to 64" incl.	27.919	977.18	1,046.98	28.262	989.18	1,059.84	28.691	1,004.18	1,075.91	29.119	1,019.18	1,091.98
3-color, up to 64" incl.	28.233	988.16	1,058.74	28.576	1,000.16	1,071.60	29.005	1,015.16	1,087.67	29.433	1,030.16	1,103.74
4-color, up to 84" incl.	28.705	1,004.69	1,076.45	29.048	1,016.69	1,089.31	29.477	1,031.69	1,105.38	29.905	1,046.69	1,121.45
Speed Rotary Press												
4-color, up to 64" incl.	28.313	990.94	1,061.72	28.655	1,002.94	1,074.58	29.084	1,017.94	1,090.65	29.513	1,032.94	1,106.72
WEB FED PRESSSES												
2 cylinders, 17-1/2" x 11-1/4"												
1 pressman	27.902	976.56	1,046.31	28.245	988.56	1,059.17	28.673	1,003.56	1,075.24	29.102	1,018.56	1,091.31
1 tender	16.259	569.08	609.73	16.488	577.08	618.30	16.717	585.08	626.87	16.945	593.08	635.44
2 cylinders, 17-1/2" x 24"												
1 pressman	27.927	977.43	1,047.25	28.269	989.43	1,060.10	28.698	1,004.43	1,076.18	29.127	1,019.43	1,092.25
1 tender	16.259	569.08	609.73	16.488	577.08	618.30	16.717	585.08	626.87	16.945	593.08	635.44
2 cylinders, 25" x 38"												
1 pressman	27.927	977.43	1,047.25	28.269	989.43	1,060.10	28.698	1,004.43	1,076.18	29.127	1,019.43	1,092.25
1 operator	27.027	945.93	1,013.50	27.369	957.93	1,026.35	27.798	972.93	1,042.43	28.227	987.93	1,058.50

July 1, 2005

July 1, 2006

July 1, 2007

July 1, 2008

MINIMUM WAGE SCALES

	<u>Weekly</u>			<u>Weekly</u>			<u>Weekly</u>			<u>Weekly</u>		
	Hourly	35 hrs	37.5 hrs									
2 Cylinders, 26" x 17"												
1 pressman	27.927	977.43	1,047.25	28.269	989.43	1,060.10	28.698	1,004.43	1,076.18	29.127	1,019.43	1,092.25
1 tender	16.269	569.08	609.73	16.488	577.08	618.30	16.717	585.08	626.87	16.945	593.08	635.44
2 Cylinders, 26" x 26"												
1 pressman	27.927	977.43	1,047.25	28.269	989.43	1,060.10	28.698	1,004.43	1,076.18	29.127	1,019.43	1,092.25
1 tender	16.269	569.08	609.73	16.488	577.08	618.30	16.717	585.08	626.87	16.945	593.08	635.44
2 units, 35" x 22" to 38" x 25" incl. 4 cylinders (perf.)												
1 pressman	28.690	1,004.15	1,075.88	29.033	1,016.15	1,088.73	29.461	1,031.15	1,104.80	29.890	1,046.15	1,120.88
1 operator	27.522	963.27	1,032.08	27.865	975.27	1,044.93	28.293	990.27	1,061.00	28.722	1,005.27	1,077.08
1 tender	16.552	579.31	620.69	16.780	587.31	629.26	17.009	595.31	637.83	17.237	603.31	646.40
4 cylinders, 26-1/2" x 22-3/4"												
1 pressman	28.219	987.65	1,058.20	28.561	999.65	1,071.05	28.990	1,014.65	1,087.13	29.419	1,029.65	1,103.20
1 operator	27.197	951.88	1,019.87	27.539	963.88	1,032.73	27.968	978.88	1,048.80	28.397	993.88	1,064.87
1 tender	16.269	569.08	609.73	16.488	577.08	618.30	16.717	585.08	626.87	16.945	593.08	635.44
2 units, 40" x 22-3/4" 4 cylinders (perf.)												
1 pressman	28.690	1,004.15	1,075.88	29.033	1,016.15	1,088.73	29.461	1,031.15	1,104.80	29.890	1,046.15	1,120.88
1 operator	27.522	963.27	1,032.08	27.865	975.27	1,044.93	28.293	990.27	1,061.00	28.722	1,005.27	1,077.08
1 tender	16.552	579.31	620.69	16.780	587.31	629.26	17.009	595.31	637.83	17.237	603.31	646.40
2 plate cylinders, 17-1/2" x 11-1/2"												
1 pressman	27.927	977.43	1,047.25	28.269	989.43	1,060.10	28.698	1,004.43	1,076.18	29.127	1,019.43	1,092.25

July 1, 2005

July 1, 2006

July 1, 2007

July 1, 2008

MINIMUM WAGE SCALES

	<u>Weekly</u>			<u>Weekly</u>			<u>Weekly</u>			<u>Weekly</u>		
	Hourly	35 hrs	37.5 hrs									
2 plate cylinders, 26" x 22"												
1 pressman	27.927	977.43	1,047.25	28.269	989.43	1,060.10	28.698	1,004.43	1,076.18	29.127	1,019.43	1,092.25
1 tender	16.269	569.08	609.73	16.488	577.08	618.30	16.717	586.08	626.87	16.945	593.08	636.44
2 units, 49" x 35" 4 cylinders (perf.)												
1st pressman	30.242	1,058.46	1,134.06	30.585	1,070.46	1,146.92	31.013	1,085.46	1,162.99	31.442	1,100.46	1,179.06
2nd pressman	28.369	992.91	1,063.83	28.712	1,004.91	1,076.69	29.140	1,019.91	1,092.76	29.569	1,034.91	1,108.83
1 operator	27.347	957.14	1,026.51	27.690	969.14	1,038.36	28.118	984.14	1,054.44	28.547	999.14	1,070.51
1 tender	16.552	579.31	620.69	16.780	587.31	629.26	17.009	595.31	637.83	17.237	603.31	646.40
4 units, 26" x 17-3/4" 8 cylinders (perf.)												
1st pressman	30.027	1,050.94	1,126.01	30.370	1,062.94	1,138.86	30.798	1,077.94	1,154.94	31.227	1,092.94	1,171.01
2nd pressman	28.313	990.94	1,061.72	28.656	1,002.94	1,074.58	29.084	1,017.94	1,090.65	29.513	1,032.94	1,106.72
1 operator	27.241	953.42	1,021.52	27.583	965.42	1,034.38	28.012	980.42	1,050.46	28.441	995.42	1,066.52
4 units, 58-1/2" x 38" 8 cylinders (perf.)												
1st pressman	30.417	1,064.59	1,140.63	30.760	1,076.59	1,153.49	31.188	1,091.59	1,169.56	31.617	1,106.59	1,185.63
2nd pressman	28.427	994.95	1,066.02	28.770	1,006.95	1,078.88	29.199	1,021.95	1,094.95	29.627	1,036.95	1,111.02
3rd pressman	28.135	984.73	1,055.07	28.478	996.73	1,067.93	28.907	1,011.73	1,084.00	29.335	1,026.73	1,100.07
1st operator	27.435	960.21	1,028.80	27.777	972.21	1,041.65	28.206	987.21	1,057.73	28.635	1,002.21	1,073.80
2nd operator	27.230	953.05	1,021.13	27.573	965.05	1,033.98	28.001	980.05	1,050.05	28.430	995.05	1,066.13
1 tender	16.552	579.31	620.69	16.780	587.31	629.26	17.009	595.31	637.83	17.237	603.31	646.40

July 1, 2005

July 1, 2006

July 1, 2007

July 1, 2008

MINIMUM WAGE SCALES

	<u>Weekly</u>			<u>Weekly</u>			<u>Weekly</u>			<u>Weekly</u>		
	Hourly	35 hrs	37.5 hrs									
4 Units, 35" x 22" to 38" x 25" incl. 8 cylinders (perf.)												
(When operating with 2 pressmen and 2 operators only)												
1st pressman	31.264	1,094.23	1,172.39	31.607	1,106.23	1,185.25	32.035	1,121.23	1,201.32	32.464	1,136.23	1,217.39
2nd pressman	29.099	1,018.46	1,091.21	29.442	1,030.46	1,104.06	29.870	1,045.46	1,120.14	30.299	1,060.46	1,136.21
1st operator	27.931	977.58	1,047.41	28.274	989.58	1,060.26	28.702	1,004.58	1,076.34	29.131	1,019.58	1,092.41
2nd operator	27.522	963.27	1,032.08	27.865	975.27	1,044.93	28.293	990.27	1,061.00	28.722	1,005.27	1,077.08
4 Units, 35" x 22" to 38" x 25" incl. 8 cylinders (perf.)												
1st pressman	30.913	1,081.97	1,159.25	31.256	1,093.97	1,172.11	31.685	1,108.97	1,188.18	32.113	1,123.97	1,204.25
2nd pressman	28.690	1,004.15	1,075.88	29.033	1,016.15	1,088.73	29.461	1,031.15	1,104.80	29.890	1,046.15	1,120.88
1st operator	27.814	973.49	1,043.03	28.157	985.49	1,055.88	28.585	1,000.49	1,071.95	29.014	1,015.49	1,088.03
2nd operator	27.522	963.27	1,032.08	27.865	975.27	1,044.93	28.293	990.27	1,061.00	28.722	1,005.27	1,077.08
1 tender	16.552	579.31	620.69	16.780	587.31	629.26	17.009	595.31	637.83	17.237	603.31	646.40
4 Units, 42" x 47" 8 cylinders (perf.)												
1st pressman	31.264	1,094.23	1,172.39	31.607	1,106.23	1,185.25	32.035	1,121.23	1,201.32	32.464	1,136.23	1,217.39
2nd pressman	29.099	1,018.46	1,091.21	29.442	1,030.46	1,104.06	29.870	1,045.46	1,120.14	30.299	1,060.46	1,136.21
1st operator	27.931	977.58	1,047.41	28.274	989.58	1,060.26	28.702	1,004.58	1,076.34	29.131	1,019.58	1,092.41
2nd operator	27.522	963.27	1,032.08	27.865	975.27	1,044.93	28.293	990.27	1,061.00	28.722	1,005.27	1,077.08
5 units, 26" x 17-3/4" 10 cylinders (perf.)												
1st pressman	30.453	1,065.86	1,141.99	30.796	1,077.86	1,154.85	31.225	1,092.86	1,170.92	31.653	1,107.86	1,186.99
2nd pressman	28.453	995.86	1,066.99	28.796	1,007.86	1,079.85	29.225	1,022.86	1,096.92	29.653	1,037.86	1,111.99
1 operator	27.310	955.86	1,024.14	27.653	967.86	1,036.99	28.082	982.86	1,053.06	28.510	997.86	1,069.14

July 1, 2005

July 1, 2006

July 1, 2007

July 1, 2008

MINIMUM WAGE SCALES

	<u>Weekly</u>			<u>Weekly</u>			<u>Weekly</u>			<u>Weekly</u>		
	Hourly	35 hrs	37.5 hrs									
6 units web 26" x 17 3/4" 12 cylinders (perf.) with console and automatic inking and accessories												
1st pressman	30.453	1,065.86	1,141.99	30.796	1,077.86	1,154.85	31.225	1,092.86	1,170.92	31.653	1,107.86	1,186.99
2nd pressman	28.453	995.86	1,066.99	28.796	1,007.86	1,079.85	29.225	1,022.86	1,095.92	29.653	1,037.86	1,111.99
tender	16.980	594.31	636.76	17.209	602.31	645.33	17.437	610.31	653.90	17.666	618.31	662.48
5 units, 35" x 22" to 38" x 25" incl. 10 cylinders												
1st pressman	31.264	1,094.23	1,172.39	31.607	1,106.23	1,186.25	32.035	1,121.23	1,201.32	32.464	1,136.23	1,217.39
2nd pressman	29.099	1,018.46	1,091.21	29.442	1,030.46	1,104.06	29.870	1,045.46	1,120.14	30.299	1,060.46	1,136.21
1st operator	27.931	977.58	1,047.41	28.274	989.58	1,060.26	28.702	1,004.58	1,076.34	29.131	1,019.58	1,092.41
2nd operator	27.622	963.27	1,032.08	27.866	975.27	1,044.93	28.293	990.27	1,061.00	28.722	1,006.27	1,077.08
1 tender	16.552	579.31	620.69	16.780	587.31	629.26	17.009	595.31	637.83	17.237	603.31	646.40
5 units, 35" x 22" to 38" x 25" incl. 10 cylinders (perf.) (with console, remote control color system for ink fountain settings, automatic register controls)												
1st pressman	31.264	1,094.23	1,172.39	31.607	1,106.23	1,186.25	32.035	1,121.23	1,201.32	32.464	1,136.23	1,217.39
2nd pressman	29.099	1,018.46	1,091.21	29.442	1,030.46	1,104.06	29.870	1,045.46	1,120.14	30.299	1,060.46	1,136.21
1st operator	27.931	977.58	1,047.41	28.274	989.58	1,060.26	28.702	1,004.58	1,076.34	29.131	1,019.58	1,092.41
1st tender	16.552	579.31	620.69	16.780	587.31	629.26	17.009	595.31	637.83	17.237	603.31	646.40
2nd tender	16.552	579.31	620.69	16.780	587.31	629.26	17.009	595.31	637.83	17.237	603.31	646.40

MINIMUM WAGE SCALES	July 1, 2005			July 1, 2006			July 1, 2007			July 1, 2008		
	<u>Weekly</u>			<u>Weekly</u>			<u>Weekly</u>			<u>Weekly</u>		
	Hourly	35 hrs	37.5 hrs									
5 units, 42" x 47" 10 cylinders												
1st pressman	31.264	1,094.23	1,172.39	31.607	1,106.23	1,185.25	32.035	1,121.23	1,201.32	32.464	1,136.23	1,217.39
2nd pressman	29.099	1,018.46	1,091.21	29.442	1,030.46	1,104.06	29.870	1,045.46	1,120.14	30.299	1,060.46	1,136.21
1st operator	27.927	977.43	1,047.25	28.269	989.43	1,060.10	28.698	1,004.43	1,076.18	29.127	1,019.43	1,092.25
2nd operator	27.522	963.27	1,032.08	27.865	976.27	1,044.93	28.293	990.27	1,061.00	28.722	1,005.27	1,077.08
1 tender	16.562	579.31	620.69	16.780	587.31	629.26	17.009	595.31	637.83	17.237	603.31	646.40
6 units, 35" x 22" to 38" x 25" incl.												
1st pressman	31.692	1,109.23	1,188.46	32.035	1,121.23	1,201.32	32.464	1,136.23	1,217.39	32.892	1,151.23	1,233.46
2nd pressman	29.527	1,033.46	1,107.28	29.870	1,045.46	1,120.14	30.299	1,060.46	1,136.21	30.727	1,075.46	1,152.28
1st operator	28.217	987.58	1,058.12	28.559	999.58	1,070.98	28.988	1,014.58	1,087.05	29.417	1,029.58	1,103.12
2nd operator	27.808	973.27	1,042.79	28.151	985.27	1,055.65	28.579	1,000.27	1,071.72	29.008	1,015.27	1,087.79
1 tender	16.695	584.31	626.05	16.923	592.31	634.62	17.152	600.31	643.19	17.380	608.31	651.76
1 tender	16.695	584.31	626.05	16.923	592.31	634.62	17.152	600.31	643.19	17.380	608.31	651.76
8 units, 22-3/4" 16 cylinders (perf.)												
1st pressman	32.121	1,124.23	1,204.53	32.464	1,136.23	1,217.39	32.892	1,151.23	1,233.46	33.231	1,166.23	1,249.53
2nd pressman	29.956	1,048.46	1,123.35	30.299	1,060.46	1,136.21	30.727	1,075.46	1,152.28	31.156	1,090.46	1,168.25
3rd pressman	29.527	1,033.46	1,108.02	29.890	1,048.15	1,120.88	30.319	1,061.15	1,136.95	30.747	1,076.15	1,153.02
1st operator	28.502	997.58	1,068.84	28.845	1,009.58	1,081.69	29.274	1,024.58	1,097.76	29.702	1,039.58	1,113.84
2nd operator	28.093	983.27	1,053.50	28.436	995.27	1,066.36	28.865	1,010.27	1,082.43	29.293	1,025.27	1,098.50
1 tender	16.837	589.31	631.40	17.066	597.31	639.98	17.295	605.31	648.55	17.523	613.31	657.12
1 tender	16.837	589.31	631.40	17.066	597.31	639.98	17.295	605.31	648.55	17.523	613.31	657.12

July 1, 2005

July 1, 2006

July 1, 2007

July 1, 2008

MINIMUM WAGE SCALES

	<u>Weekly</u>			<u>Weekly</u>			<u>Weekly</u>			<u>Weekly</u>		
	Hourly	35 hrs	37.5 hrs	Hourly	35 hrs	37.5 hrs	Hourly	35 hrs	37.5 hrs	Hourly	35 hrs	37.5 hrs
VARNISHING MACHINE (Christiansen)												
Pressman	27.669	968.42	1,037.59	28.012	980.42	1,050.45	28.441	995.42	1,066.52	28.869	1,010.42	1,082.59
Operator	27.098	948.42	1,016.16	27.441	960.42	1,029.02	27.869	975.42	1,045.09	28.298	990.42	1,061.16
Tender	16.188	666.58	607.05	16.417	674.58	615.62	16.645	682.58	624.19	16.874	690.58	632.76
Bronzer Operator	27.205	952.17	1,020.18	27.548	964.17	1,033.04	27.976	979.17	1,049.11	28.405	994.17	1,065.18
Calendar Duster Press	27.058	947.03	1,014.68	27.401	959.03	1,027.53	27.829	974.03	1,043.60	28.258	989.03	1,059.68
Paper Handlers	26.907	941.76	1,009.03	27.250	953.76	1,021.89	27.679	968.76	1,037.96	28.107	983.76	1,054.03
Paper Cutters	27.363	957.72	1,026.13	27.706	969.72	1,038.99	28.135	984.72	1,055.06	28.563	999.72	1,071.13
Plate Grainers	27.280	954.79	1,022.99	27.623	966.79	1,035.85	28.051	981.79	1,051.92	28.480	996.79	1,067.99
MISCELLANEOUS LITHOGRAPHIC												
Dampener Roller Maker	16.366	672.82	613.74	16.595	680.82	622.31	16.823	688.82	630.88	17.052	696.82	639.45
General Lithographic Help	16.188	666.58	607.05	16.417	674.58	615.62	16.645	682.58	624.19	16.874	690.58	632.76

July 1, 2005

July 1, 2006

July 1, 2007

July 1, 2008

MINIMUM WAGE SCALES

	<u>Weekly</u>			<u>Weekly</u>			<u>Weekly</u>			<u>Weekly</u>		
	Hourly	36 hrs	37.5 hrs									
Press Tender												
1 color, up to 71" incl.	16.188	566.68	607.05	16.417	574.58	615.62	16.645	582.58	624.19	16.874	590.58	632.76
1 color, 72" and over	16.276	569.65	610.34	16.504	577.65	618.91	16.733	585.65	627.48	16.961	593.65	636.05
2 color, up to 71" incl.	16.269	569.08	609.73	16.488	577.08	618.30	16.717	585.08	626.87	16.945	593.08	635.44
2 color, 72" and over	16.347	572.16	613.02	16.576	580.15	621.59	16.804	588.15	630.16	17.033	596.15	638.73
5 color, 72" and over	16.493	577.27	618.50	16.722	585.27	627.08	16.951	593.27	636.65	17.179	601.27	644.22
6 color, 72" and over	16.493	577.27	618.50	16.722	585.27	627.08	16.951	593.27	636.65	17.179	601.27	644.22
Wash up crews	16.366	572.82	613.74	16.595	580.82	622.31	16.823	588.82	630.88	17.062	596.82	639.45
Packer	16.188	566.68	607.05	16.417	574.58	615.62	16.645	582.58	624.19	16.874	590.58	632.76
FINISHING DEPARTMENT HELP, FOLDING MACHINE OPERATORS, SHIPPING CLERKS AND SHIPPING CLERK'S ASSISTANT												
Finishing Department Help	15.704	549.65	588.91	15.933	557.65	597.48	16.161	565.65	606.05	16.390	573.65	614.63
Folding Machine Operator	16.420	574.70	615.75	16.649	582.70	624.32	16.877	590.70	632.89	17.106	598.70	641.46
Shipping Clerks	16.604	581.13	622.64	16.832	589.13	631.21	17.061	597.13	639.78	17.289	605.13	648.35
Shipping Clerk's Assistant	16.295	570.33	611.07	16.524	578.33	619.64	16.752	586.33	628.21	16.981	594.33	636.78

FOREMEN

Non-working Foreman shall receive not less than highest scales of the employees supervised by them.
 Superintendents shall receive not less than the highest scale paid in the plant.

NOTES