COLLECTIVE BARGAINING AGREEMENT

By and Between

BRYANT PRINTING

and

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION
On Behalf of its Local Union 7-706

THIS AGREEMENT MADE THIS 30th day of March 2019, by and between Bryant Printing, New Castle, Indiana, hereinafter called the EMPLOYER, and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC on behalf of its Local 7-706, hereinafter called the UNION.

WITNESSETH

WHEREAS, both parties are desirous of establishing and maintaining harmonious labor conditions resulting from the entrance into this agreement of the aforementioned parties and both pledging cooperation and good faith to each other in consideration of the premises and covenants herein contained and the parties hereto agree as follows:
ARTICLE ONE

The general purpose of this agreement is in the mutual interest of the Employer and the employees to provide for the operation of the plant which will further to the fullest extent the theory of business economy and quality and quantity of output without jeopardizing the welfare and safety of the employees. It shall be the duty of both parties to cooperate collectively and individually within the terms of this agreement. There shall be no discrimination against any employee by either party and the Union agrees to accept for membership any employee presently and hereafter employed and who, as a condition of employment, shall maintain his membership in good standing during the term of this contract as hereinafter provided.

The Union agrees that it will not at any time impose any unusual, arbitrary, or capricious conditions of membership and that it will not place any unreasonable restraint in the form of initiation fees, dues, or otherwise restrain employees of their right to retain their membership in the Union.

ARTICLE TWO

The Employer recognizes the Union as the sole and exclusive bargaining representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of work and other conditions of employment for all of the production at its plant located at 2601 Broad Street, New Castle, Indiana 47362, except as excluded hereinafter. Excluded from this bargaining unit and from all provisions are office force including salesman, foreman, clerical, administrative, confidential and supervisory employees, as defined in the National Labor Relations Act, as amended.

Wherever the word “employees” appears in this agreement, it shall be construed to mean and include only the employees of the employer as specified above and shall not include those employees within the category excluded and must be employed full time, 40 hours per week.

ARTICLE THREE

All newly hired employees shall be subject to a probationary period of ninety (90) days. During the probationary period, the Employer shall have the absolute right and discretion to discharge such employee with or without cause. Upon written request to the Union prior to the expiration of the probationary period, the Employer can extend the probationary period for an additional thirty (30) days.
ARTICLE FOUR

All employees in the bargaining unit who, as of the date of the execution of this contract, are members of the Union, shall maintain their membership in good standing as a condition of continued employment for the duration of this agreement. All employees in the bargaining unit who are not presently members of the Union shall be required to join the Union and maintain membership therein after thirty-one (31) calendar days from the date of execution of this contract.

If the Employer shall hire new employees and such new employees remain in the employ of the Employer after thirty-one (31) calendar days, such new employees shall promptly apply for admission to the Union. Dues shall be deducted after thirty-one (31) calendar days. Probationary employees shall have the right to join the Union during the probationary period. If the probationary employee joins the Union and in the event he is retained, dues shall be remitted to the Union. In the event the employee does not satisfactorily complete his probationary and such dues have been deducted, the dues will be promptly returned to the employee.

As of the first day of each month, the Employer shall deduct from the wages of all employees who have authorized and directed the Employer in writing to check off their union dues, an amount equal to the monthly dues certified in writing by the International Secretary Treasurer of the International Union to the Employer. The Employer shall also deduct from the wages of all new employees, after thirty-one (31) calendar days, who have authorized and directed the Employer to make such deduction.

The Union shall notify the Employer by registered mail of any employees who fail to pay the Union dues and membership fees hereinabove set forth. The Employer agrees after fifteen (15) calendar days following receipt of such written notice from the Union, to separate from the payroll any employee who fails to pay dues and membership fees as hereinabove required unless the employee has become current in the payment of such dues and fees as is required.

The above provisions shall be implemented to the extent permitted by state law.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason of action taken or not taken by the Employer in reliance on the aforementioned written notice or for the purpose of complying with any of the provisions of this Article.
ARTICLE FIVE

The Union agrees that its members shall not carry on any Union activities of any kind or description in the plant except that which is to take place before working hours, lunch time or after the end of the day’s work.

The Union agrees that it will notify the Company in writing who the officers and stewards of the Union are, and further agrees to keep the list current. A copy of the same notice will be posted on the bulletin board(s) by the Union. When an alleged dispute, grievance or violation of the rules occur, the employee shall have the right of access to their steward, or in the steward’s absence, the recognized Union officials with the proper notification to the foreman involved.

The management of the plant and the direction of the working force including the right to hire, layoff, suspend or discharge for just cause, and the right to reduce or increase the number of employees in the event of a change of machinery, equipment or plant, or in slow seasons or because of lack of material or work, or for any other legitimate reason, is vested with the Employer who will respect the seniority rights of the employees as outlined in Article Six.

ARTICLE SIX

Seniority shall be based on the accumulated length of service from the last date of hire. Seniority shall be lost when an employee:

1. is fired for cause.
2. is separated from the payroll for any period in excess of one (1) year.
3. replies negatively or does not reply within forty-eight (48) hours after the receipt of a registered letter or telegram to the employee’s last known address, to an offer of reinstatement.
4. accepts reinstatement and does not report for work within the period to do so.
5. voluntarily quits.

ARTICLE SEVEN

During the life of this contract, the Employer agrees that there shall be no lockouts and the Union agrees that under no circumstances shall employees cease work in any concerted manner or otherwise, nor will they call or permit directly or indirectly any strike, slowdown, or stoppage of
work, nor in any manner, temper, hinder, or delay the production of work for any reason whatsoever during the life of this agreement.

ARTICLE EIGHT

All minimum and maximum rates of pay for each contract year shall be as set forth in the Schedule of Classifications and Wages attached hereto and made a part of this Agreement and shall remain in full force and effect for the life of this Agreement. It is mutually agreed that the principle of equal pay for equal work shall apply when making adjustments. In no case shall the Company have the right to reduce wages during the life of this Agreement irrespective of mechanical changes or changes in the methods of manufacturing.

ARTICLE NINE

Grievances may be filed by an employee or group of employees, Union Steward, or Union Officer. Grievances shall be submitted as promptly as possible after their occurrence, but no grievance shall be valid if not presented within seven (7) working days (excluding weekends and holidays) from the time the cause for complaint arose.

In the event the grievance has not been settled in the preceding step, it shall be considered at the next meeting between the International Representative of the Union and Management.

Discharge or disciplinary suspension of an employee shall be based on just and sufficient cause with full explanation given to the Union within twenty-four (24) hours, exclusive of weekends and holidays, of the suspension or discharge. If it is found through the regular prescribed grievance procedure that they have been unjustly suspended or discharged, they shall be reinstated without loss of pay, seniority, or benefits.

The parties in this contract agree that their accredited representatives have the power to adjust or settle any differences that may arise out of the terms, application or interpretations of this agreement. IN that event, the aggrieved may appeal to the Union in accordance with its rules and regulations.

In the event grievances are not settled in the preceding steps, the Union shall have the right to submit such grievances to arbitration in accordance with the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Service then in effect. In order to be considered
timely, a request for arbitration must be made within 120 days after the company’s final answer, unless such period is extended by mutual agreement.

The jurisdiction of the arbitrator shall be limited to the interpretation of the provisions of this agreement and the compliance of both parties under this agreement. The arbitrator shall not be permitted to alter, amend, modify, or change the Agreement, except and to the degree allowed by the provisions of the agreement, or by stipulation of the parties.

The arbitrator’s decision shall be final and binding on all parties, and his or her expenses shall be shared equally by the Employer and the Union.

ARTICLE TEN

The employees shall at all times abide by and comply with all reasonable rules and regulations which may from time to time be promulgated by the Employer in respect to the operation of its plant, of which rules and regulations shall not be inconsistent with this agreement.

The Company reserves all the rights, powers and authority customarily exercised by management, except as otherwise specifically designated or modified by express provisions of this agreement.

The Company agrees to the progressive discipline action agreed upon by Union and Management, on small infractions of rules and regulations, the first offense is a written, verbal warning; the second offense is a written warning; the third offense is a three (3) day suspension without pay or benefits; the fourth offense is immediate dismissal.

ARTICLE ELEVEN

Hours of employment shall remain as they are. The hours of an individual employee may be changed only by mutual agreement between the employee and Employer.

ARTICLE TWELVE

The Union hereby grants the Company the right to affix the seal of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union accompanied by the words “Union Made, Local 7-706”.
ARTICLE THIRTEEN

If an provision of this agreement is in violation of any State or Federal law now in effect or hereafter to become effective, the reminder of the contract shall not be affected thereby.

ARTICLE FOURTEEN

It is understood that by mutual agreement a category will be established entitled casual or part time labor. This working group shall be considered as short time employees working on a specific project and not replacing normal bargaining unit employees. Casual labor will not be used while regular employees are on layoff.

ARTICLE FIFTEEN

The agreement includes all provisions of the controlling general collective bargaining agreement between the Company and the Union and its affiliated Local Union, and revokes all and every previous general collective bargaining agreement governing labor relations between the Company and any Union.

This agreement shall go into full force and effect as of 12:00AM March 30, 2019 and shall continue to remain in full force and effect until 11:59PM March 29, 2022. And, shall automatically renew itself from year to year thereafter unless either of the parties hereto shall terminate the same by a delivered notice in writing of such termination to the other party at least sixty (60) days prior to the annual renewal date.

ARTICLE SIXTEEN

Should the number of members covered by this agreement drop below two (2), either party may cancel this Agreement.
IN WITNESS WHEREOF, the Union and the Company, by their duly authorized representatives, have signed this Agreement on this ___ day of _____________, 2019.

UNITED STEELWORKERS

By: _____________________________
Leo Gerard, Int’l President

By: _____________________________
Stanley W. Johnson, Int’l Sec.-Treas.

By: _____________________________
Tom Conway, Int’l Vice President

By: _____________________________
Fred Redmond, Int’l Vice President

By: _____________________________
Mike Millsap, District Director

By: _____________________________
Wayne A. Dale, Sub-District Director

By: _____________________________
James C. Adcock, Staff Representative

BRYANT PRINTING

By: _____________________________
Sue McCutchen, President
## EXHIBIT A

<table>
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<th>PAY RATE</th>
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