

ARTICLE I: ARTICLES OF AGREEMENT

SECTION 1.1 This Agreement is made and entered into this **1st day of JULY, 2019** by and between FLYIN NEEDLE its successors or assigns, hereinafter called the Company, and Graphic Communications Local No. 17M hereinafter referred to as the Union.

ARTICLE II: RECOGNITION

SECTION 2.1. The Company recognizes Graphic Communications Union Local No. 17M, as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours, and other conditions of employment for all production and maintenance employees listed in "Appendix A" of this contract.

SECTION 2.2. The Company agrees that during the term hereof and during any negotiations for the renewal or extension hereof or for any successor contract hereto it will not sign any contract or make any written agreement of any kind with any other union relating to any jobs or work covered by this contract.

SECTION 2.3. It is further agreed that, in the event that a majority of an unaffiliated department shall become affiliated with this Union wages, hours of work and conditions of employment for that department shall be incorporated into this contract.

SECTION 2.4. No individual employment contracts shall be entered into unless by consent of both parties hereto.

ARTICLE III: DUES CHECK OFF

SECTION 3.1. The Company agrees that upon receipt of written information in the form attached hereto, the Company will deduct Union dues, initiation fees and assessments in the amount specified in said authorization, and transmit same to the Union, together with a list of the names of the employees and the amount checked off for each on a monthly basis.

SECTION 3.2. Such authorization shall not be revocable for a period of one (1) year, or until the termination date of this contract or renewals thereof, whichever is earlier, and the revocation shall not be effective until ten (10) days after written notice thereof has been given to the Company.

CHECK OFF AUTHORIZATION

The undersigned hereby authorizes and requests the _____ to deduct monthly from his or her wages the Union dues, initiation fees and assessments and to pay over said sums so deducted every period to Graphic Communications Union Local No 17M. It is understood that this check-off authorization may not be revoked by the undersigned sooner than one (1) year from date hereof, or the termination date of the contract, or any renewals thereof between the Union and the Company, whichever occurs sooner and that revocation may be effected only upon ten (10) days' written notice from the undersigned to the Company.

Signature

Date

ARTICLE IIIA: RESTRICTIONS OF UNION SECURITY

SECTION 3A.1. In the event the present state statute and/or Section 14(b) of the Labor-Management Relations Act of 1947, as amended, should be repealed or amended during the term of this contract, permitting a Union shop arrangement or another form of union security in the bargaining unit covered by this contract, the Company agrees that it will upon written request from the Union, meet with the Union within thirty (30) days after the receipt of such request for the purpose of adding a provision to this contract granting the maximum form of union security legally permissible.

Note (a): In those states which permit an Agency Shop clause, but not a full union security shop, the recommended Agency Shop Provision is as follows:

ARTICLE 3A.(a).1. All present employees and all employees hereafter employed in the classifications covered by the Agreement shall as a condition of employment contribute \$ 28 per month to their Union for the administration of this Agreement on their behalf within (30) days from the beginning of their employment or from the date this Agreement is executed and goes into effect, whichever is later. Any employee who fails to do so shall be discharged immediately upon receipt of written notice from the Union. The Union represents that the amount required to be contributed hereunder is not in excess of the regular Union dues of employees covered by this Agreement who are or become members of the Union.

ARTICLE IV: NO DISCRIMINATION CLAUSE

SECTION 4.1. The parties of this Agreement agree to continue their policy of no discrimination against any employee because of race, creed, religion, color, age, sex, or national origin, in regard to employment advancement, working conditions, rates of pay, acceptance into Union membership, or selection for apprenticeship openings.

ARTICLE V: WAGES

SECTION 5.1. Appendix "A" sets forth the particulars concerning wage rates and progression schedules applicable to employees covered by this Agreement. Wage increases are as follows:

~~a. Effective (), all employees shall receive a () wage increase based on wage scales adjusted in accordance with Article V of this Agreement.~~

~~b. Effective (), all employees shall receive a () wage increase based on wage scales adjusted in accordance with Article V of this Agreement.~~

~~Appendix "A" effective dates shall be attached to the contract and made available to the employees after the wage increases have been made in accordance with "a" and "b" above.~~

SECTION 5.2. No employee's wages currently above the minimum wage scale specified in this contract shall be reduced as per the wages attached to this contract.

SECTION 5.3. Employees on the first night shift shall receive () percent over their own respective hourly rate of pay-

SECTION 5.4 Employees on the second night shift shall receive () percent over their own respective hourly rate of pay.

SECTION 5.5. The Company shall withhold not less than \$2.50 from each employee's weekly wages and shall pay such amounts so withheld monthly to the Inter-Local Pension Fund, Graphic Communications International Union, upon receipt of assignment from the employee, along with an appropriate report form furnished by the Union to permit proper crediting to the employee's account in the Fund.

ARTICLE VI: HEALTH INSURANCE COVERAGE

SECTION 6.1. The Company shall maintain its current health coverage (or comparable coverage) for the duration of this Agreement.

ARTICLE VII: HOURS OF WORK

SECTION 7.1. The hours of work to which the minimum weekly wage scale shall apply shall not be more than a maximum of 8 () hours per day and 40 () hours per week, Monday to Friday inclusive.

~~Day Shift (1st shift)~~

~~Night Shift (2nd shift)~~

~~Night Shift (3rd shift)~~

~~Between 8:00 a.m. and 4:00 p.m.~~

~~Between : p.m. and : a.m.~~

~~Between : a.m. and : a.m.~~

SECTION 7.2. A uniform interval of not less than one-half hour or more than one hour shall be allowed for luncheon each shift and shall be scheduled as near the middle of the working period as practicable. In no case shall said luncheon period be considered the time of the employer.

ARTICLE VIII: OVERTIME

SECTION 8.1. All time in excess of the regular working hours is overtime and shall be paid on the basis of the individual 1s hourly paired, including shift premium. Overtime shall be permitted when necessary, but the refusal of any employee to work overtime shall not be deemed a breach of contract.

SECTION 8.2. It is agreed that no employee will be requested to work before or after normal working hours without overtime rate of pay.

SECTION 8.3. The first ____ (1) hours overtime worked in any one shift (day or night) shall be paid at the rate of time and one-half.

SECTION 8.4. Saturday work. First ____ (1) hours shall be paid at the rate of time and one-half.

SECTION 8.5. All work performed on Sunday shall be at time and one-half.

SECTION 8.6. Holidays. All work performed on holidays shall be paid at time and one-half plus holiday pay.

ARTICLE IX: CALL-IN AND REPORTING PAY

SECTION 9.1. Any employee reporting for work shall be guaranteed a full day's pay, except in the event of: employee's own lateness, voluntary leaving before the end of the shift, or short shifts to share the work.

SECTION 9.2. An employee injured while working on the job and therefore unable to finish his days work shall be paid for the full day.

SECTION 9.3. An employee called back to work after completing a shift shall be paid a minimum of three (3) hours at time and one-half.

ARTICLE X: LAYOFF, LAYOFF PAY, AND DISCHARGE

SECTION 10.1. No employee shall be discharged or disciplined except for just cause. Before the discipline or discharge of a shop steward, the Company must notify the Union of its intention, and shall give the Union a reasonable opportunity to confer with the Company.

In the event of a discharge of an employee, the Company shall simultaneously furnish reason for such discharge in writing to the Union.

SECTION 10.2. The Company shall give an employee one-week's notice or pay in lieu thereof in the event of a temporary or permanent layoff. For the purposes of this Agreement, a temporary layoff shall be a layoff of thirty (30) days or less for reference to Section 10.3.

SECTION 10.3. In the event of layoff, an employee shall be considered an employee of the Company for all purposes except payment of wages.

SECTION 10.4. Employees laid off shall be eligible for recall for a period of up to six (6) months. In the event of recall, the last employee laid off shall be the first employee recalled.

ARTICLE XI: HOLIDAYS

SECTION 11.1. The following Holidays are to be observed and paid for by the company: New Year's Day, Memorial Day, May 1st, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

Holidays shall extend from 7:00 a.m. on the morning of the holiday until 7:00 a.m. on the following morning.

SECTION 11.2. When a Holiday falls on a Saturday, either the Friday preceding or the Monday following the Holiday shall be given to the employee as a substitute day off with pay. When a Holiday falls on Sunday, it shall be observed the following Monday.

ARTICLE XII: VACATIONS

SECTION 12.1. Vacations with pay shall be given to employees in accordance with the following table, with respect to time off and pay basis:

<u>YEARS OF EMPLOYMENT</u>	<u>VACATION</u>	<u>PAY</u>
One year	<u>3</u> days off	<u>✓</u> days pay
Five years	<u>5</u> days off	<u>✓</u> days pay
Fifteen years	<u>10</u> days off	<u>✓</u> days pay

SECTION 12.2. A vacation due an employee in any year must be taken in that year and in no event shall the Company request an employee to take wages in lieu of vacation days.

SECTION 12.3. If a Holiday falls within an employee's vacation period, the employee's vacation shall be extended for another day, and the employee, if requested to work on the extended day, shall receive Holiday pay.

SECTION 12.4. Vacation time shall be considered credit earned and shall be paid to an employee terminating his employment. Vacation credit shall be computed in proportion to the elapsed time between the month of his or her hiring and the month of his or her separation date, provided his or her vacation has not been taken during the calendar year. The employee shall be entitled to and receive on the following payday, his vacation pay earned to that date.

SECTION 12.5. All vacation pay will be on the basis of the standard workday. Rates determining vacation pay shall be on the basis of the employee's current wage rate, including shift premiums.

ARTICLE XIII: DEFAULT IN PAYMENT OF FUNDS

SECTION 13.1. In the event that the Company shall be in default in any payments required to be made hereunder to any pension fund, then in addition to any other rights or remedies which the Union may have, under this contract or the law, it may, upon five (5) days written notice to the Company, withdraw the employees or terminate this contract unless the Company has made the required payment, together with interest at six (6) percent per annum during such five (5) day period.

ARTICLE XIV: NEW MACHINES OR PROCESSES

SECTION 14.1. The Company agrees that in the event of the installation of new or improved machines or processes for work covered in the Recognition clause of this contract, such machines or processes must be operated by employees covered under this contract and under a scale of wages and conditions of work agreed upon by a Joint Committee of four members, each party hereto choosing and appointing two members thereof.

The parties shall negotiate such new classification and rates of pay in good faith. Such wage rates, when finally determined by mutual agreement or arbitration, shall be retroactive to the beginning date of the new position of such types of equipment or new work processes.

SECTION 14.2. Failure of the parties to reach agreement within sixty (60) days of notification to the Union on the wage rates and classifications for such new machines or processes, shall result in the parties proceeding to Step 2 of the Grievance and Arbitration procedure for resolving the difference.

SECTION 14.3. The phrase "new machines and processes" as used in this Article shall be applicable only to those new machines and processes substantially different to those existing in the plant and it shall not be applicable to alterations, modifications, improvements and/or replacements or adaptation of machines or processes.

ARTICLE XV: PLANT REMOVAL

SECTION 15.1. In the event of a transfer of all or part of the Company's operation to another location, each employee covered under the terms of this Contract shall be given as much notice as possible and be an opportunity to transfer to such new location for a job in the same category or classification he last held prior to plant removal with full retention and recognition of all rights and benefits provided under this Contract.

ARTICLE XVI: NO TRANSFER OF EQUIPMENT

SECTION 16.1. The Employer agrees that it will not physically transfer, other than by sale or trade, any equipment to any other of its plants or any other plant which results or may result in the removal of jobs or work covered by this Agreement.

ARTICLE XVII: SUBCONTRACTING

SECTION 17.1. The Employer agrees that he will not subcontract any production work that the Company is capable of producing, while there is unemployment of any kind among employees doing that work covered by this Agreement.

ARTICLE XVIII: PIECE WORK AND BONUS

SECTION 18.1. It is further agreed by the company that there shall be no piece work or bonus systems applying to any employees covered by this Contract.

ARTICLE XIX: BEREAVEMENT PAY

SECTION 19.1. An employee shall be granted three (3) consecutive days of leave for funeral and bereavement leave without loss of regular pay on the occasion of the death of the employee's grandfather, grandmother, mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, daughter-in-law, or any relative who resides with the employee. The three (3) days shall include the day of the death or the day immediately following o the day of the funeral. This leave shall be exclusive of vacation, layoff, holidays, weekends, and all other absence from employment.

ARTICLE XX: JURY DUTY

SECTION 20.1. An employee, pursuant to a jury duty notice, to serve on or appear for jury duty shall receive from the Company the difference between his jury pay and his regular pay. The Company agrees to excuse an employee from any work during each 24-hour period on said day or days the employee is required to serve or appear pursuant to such notice.

ARTICLE XXI: GRIEVANCE AND ARBITRATION

SECTION 21.1. Any dispute under this Agreement or involving the interpretation of this Agreement shall first be taken up between the Shop Steward and the management. In the event of failure to adjust the matter in dispute, the officials of the Union shall be called in to seek an amicable adjustment of the differences.

SECTION 21.2. Should no settlement of the dispute be reached within a reasonable time between the last mentioned parties, either party may request the matter be submitted to an impartial arbitrator to be selected by the company and the Union jointly.

SECTION 21.3 If agreement cannot be reached on the selection of an arbitrator, then a joint request will be made to the Federal Mediation and Conciliation Service to submit the names of seven (7) qualified arbitrators. Upon receipt of such arbitrators, the parties shall alternately delete one name from the list, the person whose name remains on the list after six (6) names have been stricken shall be the arbitrator.

SECTION 21.4. Any cost relative to the arbitrator shall be borne equally by both parties.

SECTION 21.5. In no instance where monetary loss -- other than wages, vacation, holiday and like claims, might be alleged shall an award be rendered to exceed one hundred dollars (\$100.00).

SECTION 21.6. Working and other conditions prevailing immediately prior to the action that initiates the dispute to be decided by the arbitrator, shall be preserved unchanged until a decision has been rendered.

SECTION 21.7 In consideration of the foregoing arrangement for the adjustment of grievances or settlement of disputes, both parties to the contract accept this procedure as the sole and exclusive method to seek adjustment.

ARTICLE XXII: UNION ACCESS TO PLANT

SECTION 22.1 The Company agrees that Union representatives upon reasonable notice shall have access to the plant.

ARTICLE XXIII: BULLETIN BOARD

SECTION 23.1. The Company shall provide a bulletin board in a mutually satisfactory place for official Union notices.

ARTICLE XXIV: SAFETY AND HEALTH

SECTION 24.1. The Company retains exclusive responsibility and agrees to provide a safe and healthy workplace and conditions of employment. To the extent that the Union acquires any rights or obligations under this Agreement, with respect to Safety and Health, it is expressly not the intention of the parties to diminish the Company's exclusive responsibility to provide a safe and healthy workplace and conditions of employment, so as to make the Union and/or its officers, agents, or representatives liable for any employee's job-related injury, illness or death.

ARTICLE XXV: IDENTIFICATION OF WORK

SECTION 25.1. The Union Label is the exclusive property of the Graphic Communications International Union and its use is authorized only the express director and consent of the GCIU upon execution of, and compliance with, the Standard Union Label License Agreement.

SECTION 25.2. The Company agrees that the Label shall not be placed on the printing surface of plates without the consent of the Union.

SECTION 25.3. The Company shall affix the GCIU Label on all negative, positive, and plates of any description produced hereunder, provided that the Union Label License Agreement has been complied with, is in full force and effect and has not been revoked or canceled in accordance with the terms thereof.

SECTION 25.4. Upon request by the Shop Delegate, the Company shall advise him of the source of any work brought into the plant from the outside. Where all work will not be done in the plant, the Company shall advise the Shop Delegate prior to affixing the Label on any negative, positive or plate, the name of the plant where the work will be sent for completion, and if the result of such inquiry is that Section 25.3 will not be complied with, the label will not be affixed.

ARTICLE XXVI: GOVERNMENTAL ACTION

SECTION 26.1. In the event that any decree, order, regulation or law, promulgated by any government agency prevents any wage increases or other benefits contained in this Agreement from being implemented, the Company agrees that it will take steps necessary to make such increases effective, including the making of joint applications and requests with the Union and appearance before

the relevant governmental body for the approval, exemption, exclusion or other action required to obtain approval of such increases or benefits negotiated and agreed to by the parties.

SECTION 26.2. In the event that the negotiated contract must be submitted to the relevant governmental body for approval prior to becoming effective, this contract shall have no effect whatsoever until such approval is granted, and if such approval is granted, the terms of this contract shall be retroactive to the dates specified on the wage and classification article.

ARTICLE XXVII: SEPARABILITY

SECTION 27.1. 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 finally determined to 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 in which the offending language may appear.

ARTICLE XXVIII: DURATION OF CONTRACT

SECTION 28 1. This Agreement constitutes the entire agreement between the GRAPHIC COMMUNICATIONS UNION LOCAL 17M AND FLYIN NEEDLE and concludes all collective bargaining for the duration of the contract. The parties acknowledge that during the negotiations which results in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

If either party desires to alter, amend, or terminate this Agreement, such party shall serve written notice to such effect on the other party at least sixty (60) days, but not more than one hundred twenty (120) days prior to the expiration of this Agreement, which is **June 30, 2020**. If neither party notifies the other of its desire to alter, amend or terminate this Agreement, the contract will roll over from year to year.

IF WITNESS WHEREOF, the parties hereto have set their hands and seals this first day of JULY, 2018.

SECTION 28 2. This contract shall be effective on the 1ST day of JULY, 2019, and shall terminate on the 30th day of June, 2020.

In witness whereof, we have affixed our hands this 9th day of July, 2019

FOR THE UNION

BY: Cheryl Dunbar

FOR THE COMPANY

BY: Caru Sypin