

AGREEMENT

between

MADISON STREET PRESS

and

**PACIFIC MEDIA WORKERS GUILD
TYPOGRAPHICAL SECTOR, CWA LOCAL 39521**

TERM of AGREEMENT

Section 1 (a) This Agreement made and entered into this 1st day of January, 2019, by and between MADISON STREET PRESS (hereinafter referred to as the "Employer") and PACIFIC MEDIA WORKERS GUILD (TYPOGRAPHICAL SECTOR), CWA 39521 (hereinafter referred to as the "Union"), provides that from the 1st day of January, 2019, to and including December 31, 2021, they will observe the scale of wages, the hours of employment, the rules and shop practices and other regulations hereinafter set forth.

(b) Not more than ninety (90) days nor less than sixty (60) days prior to the termination date of this Agreement, either party may give written notice of its desire to enter into a new agreement. Any notice given under the provisions of this Section shall be accompanied by a copy of the proposed new agreement.

(c) The terms and provisions of this Agreement may be altered or amended during the life of this Agreement only by mutual consent of the Employer and the Union acting as a body. Any such alteration or amendment shall be in writing, and when accepted by the parties hereto, shall become part of the Agreement and be attached hereto.

Section 2 The Employer hereby recognizes the Union as the exclusive bargaining representative of all production employees of the Employer on the date of this Agreement.

HIRING PRACTICES

Section 3 (a) All work within the jurisdiction of the Union and all composing room and press equipment wherever located within the geographical jurisdiction of the Union, shall be

operated, serviced and maintained by employees covered by this Agreement except such machines and equipment which, because of their nature, must be serviced by the manufacturer or lessor.

(b) When an opening within the jurisdiction of the Union occurs, the Employer shall notify the chapel chairperson and shall post a notice of said opening. Present employees competent to perform the work required, in priority order, shall have preference for the opening. If the position remains open after five (5) working days, the Union shall have an additional five (5) working days to supply a competent employee. If the job remains open after ten (10) working days from the date of posting, the Employer may hire from any source. Provided, by mutual agreement of the Union and the Employer, the time limits in this paragraph may be waived.

(c) The Union and the Employer agree to support and actively pursue the principles of Equal Employment Opportunity, both for apprentices and other employees, and will abide by all applicable laws and regulations regarding discrimination because of an individuals religion, race, color, national origin, disability, age, sex or sexual orientation.

The Employer recognizes that no employee shall be subject to sexual harassment. Sexual harassment includes any sexual attention that is unwanted:

(1) Sexual relations, sexual conduct, or the threat of or coercion for the purpose of sexual relations or sexual conduct which is not freely and mutually agreeable to both parties;

(2) The continual or repeated verbal abuse of a sexual nature, including but not limited to graphic commentaries on the victim's body, sexually suggestive objects or pictures in the workplace, sexually degrading words used to describe the victim or propositions of a sexual nature;

(3) The threat or insinuation that lack of sexual submission will adversely affect the victim's employment wages, advancement assigned duties or shifts, academic standing or other conditions that affect the victim's livelihood.

Title VII of the 1964 Civil Rights Act recognizes sexual harassment as a form of discrimination against women and holds the Employer responsible for behavior that creates an "intimidating, hostile, or offensive working environment." Grievances shall be processed in an expedited manner with full acknowledgement by the Employer that immediate relief may be necessary.

Nothing herein, however, shall be interpreted to prohibit either party from enforcing any of the provisions of this Agreement.

(d) The Union shall be notified by the Employer of every new hire covered by this Agreement within forty-eight (48) hours of the initial date of employment. Such notice shall state the employee's name, address and telephone number, the date of employment and job classification. New employees will be advised by the Employer of the Union Security provisions of this Agreement.

(e) The priority standing of all employees employed as of the execution date of this Agreement shall stand as presently recorded.

(f) Employees employed after the execution date of this Agreement shall establish priority at the time they qualify under this Section and make themselves available for work. Priority shall be exercised in only one chapel.

CLASSIFICATION

Section 4 (a) Hiring, layoffs, posting and claiming of situations and claiming of vacations shall be exercised by classification. The classifications so recognized *are*:

(1) Pre-Press, press and bindery.

(b) If it becomes necessary to decrease the force, it shall be accomplished by laying off the employee with the lowest priority standing in the classification in which the decrease is necessary. The employee to be laid off may claim any other work he or she is qualified to do and which is being performed by an employee with lower priority standing.

(c) Whenever the Employer intends to reduce the workforce in the foregoing classification by laying off a situation, the Employer shall give notice of such intention to the chairperson and post the situation(s) laid off not later than four (4) hours before quitting time on Friday. Employees with four (4) or more weeks' seniority shall be given one (1) week's notice of layoff. Situations may be terminated only at the end of the work week.

(d) An employee laid off to reduce the force shall be placed on the Extra Board in priority order. Such employees shall be reemployed either as a regular or extra upon work they are qualified to perform in order of their standing on the Extra Board.

(e) The Union offers to furnish competent and skilled workers as required for the performance of all work within the jurisdiction of the Union.

CHAPEL ORGANIZATION

Section 5 (a) Nothing contained herein shall be construed to interfere in any way with the Union's operation of a chapel organization or in the establishment by the chapel of any rules for the conduct of its affairs, providing such rules are not in conflict with law or this Agreement. Members of the chapel have no right in chapel meetings to take any action amending, suspending or in any way affecting the Agreement between the Union and the Employer.

(b) A chairperson or acting chairperson chosen by the chapel shall be on duty each shift and shall be allowed reasonable time to perform chapel duties.

(c) No representatives of the Union, chairperson or acting chairperson shall be subject to discipline or discharge for any act within the scope of their authority as defined in this Agreement.

(d) Upon notice, regularly scheduled chapel meetings may be held on the Employer's premises.

(e) A bulletin board shall be designated for the posting of official chapel and Union material and for the general use of chapel members. All items posted on the board will be signed and dated.

(f) Employees shall be allowed time off without pay for official Union business, provided notice is given the Employer.

JURISDICTION

Section 6 Jurisdiction of the Union begins with the entry of job and continues until

the material is ready for the customer, and the appropriate collective bargaining unit consists of all employees performing such work.

NEW PROCESSES

Section 7 (a) It is recognized that work presently performed by employees within the bargaining unit described above may from time to time be subject to change because of new or modified processes or equipment employed by the Employer.

(b) Where the Employer plans such changes he shall advise the Union at least sixty (60) days in advance of the change in order to provide opportunity for discussion of any jurisdictional questions involved. Should these negotiations fail to result in agreement within thirty (30) days after notification to the Union, the matter shall be referred for settlement to the Joint Standing Committee provided for elsewhere in this Agreement. In submitting any question to an arbitrator, he/she shall be governed by the agreement of the parties that none but employees covered by this Agreement shall be permitted to work on any such process, equipment or machinery.

(c) The Employer agrees to make arrangements for the training of qualified employees covered by this agreement to meet the requirements of the system to be utilized.

(d) Employees covered by this Agreement shall be offered training on new processes or equipment introduced after the employee's date of hire. No employee shall be laid off out of priority unless he or she has been offered such training.

(e) Digital Copy Machine, all production to be done by union members. Office and non union employees are limited to non production use.

TRAINING ON PRESENT EQUIPMENT

The Employer agrees to train employees on present equipment and processes now in operation during working hours with the purpose and intent of increasing work opportunities and to insure a smooth flow of work.

PICKET LINE

Section 9 No employees covered by this contract shall be required to cross a picket line established by any Union against the Employer.

SUPERVISORS

Section 11 Employees shall be employed, laid off and discharged by the Supervisor in charge and shall receive instructions by or through him or her; provided, nothing in this Section shall interfere with instructions being given by others for the proper execution of a job when same is deemed necessary by the Supervisor in charge.

STRUCK WORK

Section 12 The Employer agrees not to require employees covered by this Agreement to execute work received from or destined for another employer whose employees are locked out or on a strike authorized by the Printing, Publishing and Media Workers Sector of the Communications Workers of America under circumstances which make the Employer an ally of such other employer, and such work shall not be within the scope of the employment of employees covered by this Agreement.

WEEK'S WORK

Section 13 (a) Five (5) shifts of eight (8) hours (40 hours) Monday through Saturday (exclusive of time for lunch, not less than thirty (30) minutes nor more than one (1) hour), with 15-minute paid breaks each half shift, shall constitute a weeks work for all fulltime employees.

(b) Nothing in these provisions, however, shall be construed as limiting the operation of the plant to six (6) days per week. Any fulltime employee who works on the sixth (6th) day of their work week shall be paid for such shift at the rate of time and onehalf, based on the regular straighttime wages paid. Any employee who does work on the seventh (7th) day of their work week shall be paid for such shift at the rate of double time, based on the regular straighttime wages paid. When it is desired to work an employee on the sixth (6th) shift of their work week, or on Sunday, the Supervisor in each case shall, whenever possible, notify the chairperson before 2:00 p.m. of the previous working day.

WAGES and HOURS

Section 14 (a) No employee shall suffer a reduction in wages because of the adoption of this labor agreement or due to the assessment of union dues. The wage rates for all current

classifications covered by this agreement is attached as Exhibit A.

(b) Effective with the pay period that this contract is signed and approved, the following employee will receive a “catch up” pay increase:

Jon Winston—Full Scale

(c) Other members of the bargaining unit agree to forgo pay increases until November, 2016 when negotiations will reopen dependent upon the employee health care costs to The Employer.

(d) The day shift shall begin not earlier than 6:00 a.m. and end not later than 6:00 p.m.

(e) Any shift starting at or after 2:00 p.m. or before 6:00 a.m. shall be considered night shift and all hours of such shift shall be paid for at the rate of five percent (5%) per hour in excess of the day shift hourly scale for each hour worked.

(f) The increased wage rates herein provided shall be added to the weekly wage presently paid to any employee employed under this contract.

(g) An employee who receives overscale pay may have such overscale reduced only in a case where the employee's duties or capabilities have changed enough to warrant withholding of such overscale payments.

(h) All union employees to receive a two percent (2%) wage increase as of January 27, 2019.

PART-TIME EMPLOYEES

Section 16 (a) Employees who are scheduled to work less than thirty (30) hours, but more than sixteen (16) hours, Monday through Saturday, shall be considered regular part-time employees.

(b) No employee shall be scheduled for less than four (4) hours per shift.

(c) Regular part-time employees will receive sick leave, bereavement, holiday and vacation provisions of the contract on a pro rata basis.

(d) Regular part-time employees are regularly scheduled for a definite number of shifts, on specific days of the week. Once hired on such a basis, their number of shifts may be altered only by mutual agreement except in the event of layoffs on a priority basis. Any time worked in excess of the unit of hours constituting a full shift, or on Saturdays or Sundays, if scheduled off days, shall be paid at overtime rates.

(e) It is recognized that some employees currently work less than the hours provided for herein. It is agreed that such employees may continue to work such minimum hours by mutual agreement between the Employer and employee.

LUNCH TIME

Section 17 Lunch time may be arranged by mutual consent but the Supervisor shall not keep an employee on any shift more than four and one half (4 1/2) hours before allowing the regular amount of time for lunch, except in cases of emergency. No employee shall be sent to lunch until three (3) hours have been worked.

The hours for each shift shall be continuous, except for time for lunch, and no employee shall be paid for less than his or her scheduled shift, except when discharged for cause or when excused at the employee's own request.

OVERTIME

Section 18(a) All work in excess of eight (8) hours on any shift shall be considered overtime, and the rate of pay for such overtime shall be time and one-half the employees regular rate of pay for that shift.

(b) After two (2) hours of overtime, the employee shall be given the option of taking a half-hour lunch period.

(c) When overtime is required by the Employer, it shall be the duty of the chairperson, upon request of the Supervisor, to provide employees for such overtime as needed; provided, those hired must be competent to perform the type of work required. No punitive action will be taken against any employee who is unable to work such overtime. A mutually satisfactory system shall be worked out between the office and the chapel to accomplish an equitable distribution of overtime within shifts and within classifications. Employees shall be given as

much notice of overtime as possible. Overtime is not to be required solely as a means of avoiding the employment of extras.

HOLIDAYS

Section 19 (a) New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, working day before Christmas, Christmas Day and one half (½) floating day.

(c) A holiday shall begin at 6:00 a.m. of the day itself or the legal day of observance and continue until 6:00 a.m. of the following day. An employee shall receive one (1) day's pay at the employee's straight-time rate for the foregoing holidays (or the days legally celebrated) when not worked, provided the employee had established and maintained priority with the Employer at least fifteen (15) straight-time shifts during the thirty (30) day period preceding the holiday, unless excused by the Employer, or in the case of sickness, accident or other reason beyond the employee's control; provided further, there shall be no obligation to compensate any employee for any foregoing holiday when the employee has been continuously absent for any reason other than paid vacations for four (4) or more weeks prior to the week in which the holiday falls. No employee shall be obliged to work on these holidays, but any employee who does work on any holiday shall be paid for work performed at two (2) times the employee's straight-time rate.

If a holiday occurs in an employee's vacation period, the employee shall be given an extra day off with pay at straight time or, if the employee is not given the extra day off, such day shall be paid at double his/her rate of pay for the day worked. Holidays that fall on Saturday may, at the option of the Employer, be recognized on the Friday prior to the holiday or on the Saturday of the holiday.

PAY DAY

Section 20 (a) All wages must be paid before noon on alternate Wednesdays and shall include all wages earned and unpaid at the close of the Sunday preceding the bi-weekly pay day; provided that when an employee is discharged, all wages earned and unpaid shall be paid immediately. When laid off, or when an employee quits or resigns his/her employment, all wages earned and unpaid shall become due and payable within thirty-six (36) hours.

(b) A copy of bi-weekly earnings of all employees (in alphabetical order) covered by this contract shall be provided to the Union.

LEAVE OF ABSENCE

Section 21 Employees covered by this Agreement may be granted leaves of absence for personal reasons, without pay, not to exceed a total of ninety (90) days in any twelve (12) month period. Any such leaves of absence shall be by mutual agreement between the Employer and the employee, and shall not affect the employee's rights under this Agreement.

VACATIONS

Section 22 (a) The Employer shall grant employees vacations with pay on the following basis:

(1) An employee with one (1) year but less than two (2) years priority shall receive one(1) week (five (5) working days) vacation with pay.

(2) An employee with two (2) years but less than five (5) years priority shall receive two (2) weeks (ten (10) days) vacation with pay.

(3) An employee with five (5) years but less than ten (10) years priority shall receive three (3) weeks' (fifteen (15) working days) vacation with pay.

(4) An employee with ten (10) years but less than fifteen (15) years priority shall receive three and one half (3.5) weeks' (seventeen and one half (17.5) working days) vacation with pay.

(5) An employee with fifteen (15) or more years of priority shall receive four (4) weeks' (twenty (20) working days) vacation with pay.

Part-time employees shall have the hours they have worked totaled to compute “shifts worked” for purposes of this Section. (For each eight (8) hours worked, an employee shall be credited with a shift worked.)

Paid holidays shall be included in all the above computations.

(b) One week of vacation in each year may be carried over into the following year.

(c) Anyone leaving employment, voluntarily or otherwise, shall be entitled to and shall receive vacation pay on the next regular payroll day.

(d) The vacation schedule (the number permitted on vacation each week, which shall be constant) shall be arranged between January 1st and December 31st and shall be posted not less than thirty (30) days prior to January 1st of each year.

The days of the vacation shall be consecutive. Priority shall govern the choice of vacation periods. Vacations may be split only on a full payroll week's basis. By mutual agreement between the employee and the Supervisor, one (1) week of the vacation may be taken in two (2) day or three (3) day periods before or following a weekend.

When an employee elects to split a vacation into two (2) or more periods, the employee shall be permitted to exercise priority claim on one (1) such period. Each additional period shall be considered a separate claim, which may be made only after all other employees in the office have had an opportunity to exercise their priority claims in like manner.

After the vacation claims have been posted, changes will be allowed under the following conditions:

- (1) Employees shall apply in person to the Supervisor and chairperson.
- (2) There must be a vacancy in the vacation schedule where the employee desires to move.
- (3) Claims for vacation weeks shall be completed not later than three (3) weeks prior to the effective date of such vacation week.
- (4) It shall be the chairperson's responsibility to provide the Supervisor an updated list of the changes in the schedule. Claims will not be allowed which have not been furnished the Supervisor two (2) weeks in advance of the week in which the vacation is to begin.

SICK LEAVE

Section 23 (a) No employee shall suffer a reduction in sick leave benefits due to the adoption of this labor agreement.

(b) Employees earn sick leave benefits at the rate of one (1) hour for every thirty (30) hours worked for a total of seventy-two (72) hours per year. Employees may carry over any unused sick leave to subsequent years, up to a maximum of seventy-two (72) hours. Part-time employees will accrue sick leave on a pro rata basis. Sick leave days are not redeemable for cash at time of termination or at any other time. Sick leave benefits may be used only in cases of personal injury or illness or as provided by law and cannot be added to vacation or any other leave period.

SANITATION

Section 27 The work area shall be kept in a clean state, and there shall be provided, within reasonable access, a sufficient number of toilet appurtenances, soap and clean towels for the use of persons employed therein.

The Employer agrees to furnish at all times sufficiently ventilated, properly heated and well-lighted places for the performance of all work done in the work area.

The Employer agrees to comply with all applicable safety and health laws, rules and regulations. Failure of the Employer to comply with such laws, rules and regulations shall be deemed a violation of this Agreement.

Upon complaint of employees of unsanitary conditions, the complaint shall be considered and the remedy determined by duly accredited representatives of the parties to this Agreement.

HEALTH AND SAFETY COMMITTEE

Section 29 A Health and Safety Committee composed of an equal number of representatives of the Employer and the Union shall be established. The Health and Safety Committee will meet

periodically at the request of either Employer or Union.

UNION REPRESENTATIVES

Section 30 The accredited representatives of the Union, for the performance of official duties, upon notification to the office, shall be permitted to enter the work area at any time during working hours.

SETTLEMENT OF DISPUTES

Section 31 (a) The Grievance/Arbitration procedure contained herein shall be the remedy for resolving disputes arising from the interpretation thereof, which cannot be settled otherwise, and all disputes regarding discharge and discipline.

(b) The Union will notify the employer in writing the nature of the grievance within 30 calendar days from the date of the triggering incident or the Union's date of discovery. A certified letter shall follow the initial notice.

(c) The Employer, through his authorized representative, will meet with the Union within 14 calendar days from the receipt of the Union's notice of grievance. Every effort will be made by the Standing Committee at this meeting to resolve the issues which gave rise to the grievance. Local union laws not affecting wages, hours, or working conditions and the General Laws of the CWA/PPMWS shall not be subject to arbitration.

(d) In the event the grievance remains unresolved following the meeting outlined in (c) above, the Union may refer the grievance to a disinterested third party competent to act as an arbitrator. Said arbitrator will be selected in a manner agreed upon by the Employer and the Union. In the event the parties cannot mutually agree to an arbitrator, either party may refer the matter to arbitration by contracting the American Arbitration Association. The selection of an arbitrator shall be in accordance with the Voluntary Rules and Regulations then pertaining to the American Arbitration Association. The arbitrator thus selected shall proceed with all dispatch possible to settle the dispute.

(e) All expenses of the arbitration shall be shared equally by the Employer and the Union.

(f) Time periods set forth above may be extended by mutual agreement of both parties.

(g) In the event of a difference arising between the parties hereto, all work shall continue without interruption and the wages, hours and working conditions prevailing prior to any action or circumstance which results in a dispute shall be immediately reinstated and maintained until a decision is reached.

(h) An employee has the right to seek prompt resolution of work-related problems or an alleged grievance under this agreement without fear of retribution from any Employer source. The employee may take the matter up directly with his/her immediate supervisor, with the assistance of the unit representative. If the matter is not resolved or settled, the dispute may be referred to an officer of the Union for further conferences with the Employer or his representative to resolve the dispute. This procedure will be followed prior to a formal grievance being filed.

DISCHARGE

Section 32 The supervisor shall be the judge of an employee's competency. An employee may be discharged for incompetency, violation of office rules (which shall be kept conspicuously posted and which shall in no way abridge the civil rights of employees or their rights under accepted Sector laws) and neglect of duty. A discharged member who desires to contest the discharge shall, within seventy-two (72) hours after being informed of the discharge, secure from the Supervisor a statement in writing giving reasons for the discharge, which shall be given without undue delay, after which such member may appeal to the chapel. Following the discharged employee's notice of appeal, representatives of the Union and of the individual Employer shall meet at the request of either party to review the facts leading up to the discharge and attempt to reach an amicable settlement prior to a chapel meeting.

Appeal may be made to the Union from the decision of the chapel. The Employer shall present documentation of incompetency, violation of office rules or neglect of duty, and the Union shall give proper weight to such documentation. If the Union orders reinstatement the discharged employee must be reinstated. Provided, the Employer, within five (5) days following reinstatement may appeal the Union's determination to an arbitrator under the provisions of Section 31 of this Agreement.

VOTING

Section 33 The right of each employee to be absent from employment, without deduction of payment for such absence, for a sufficient period of time to vote in any primary or general election, either city, state or national, is recognized as provided under state law.

HEALTH AND WELFARE

Section 34 The Employer will offer a comprehensive health and dental plan for all employees and their dependents beginning the first of the month following 90 days of employment. A copy of such coverage shall be made available to the Union together with any subsequent plan changes. The Employer agrees to cover up to a 3% annual increase in health care through the year 2022. In the event health care increases more than 3%, Union members may be asked to pay any difference.

CWA/ITU NEGOTIATED PENSION PLAN

Section 35 (a) The Employer shall pay to the CWA/ITU Negotiated Pension Plan \$1.00 per shift for each employee, for all shifts worked or paid. Effective April 1, 2007, the Employer shall pay to the CWA/ITU Negotiated Pension Plan \$2.00 per shift for each employee, for all shifts worked or paid.

(b) The total sum due the CWA/ITU Negotiated Pension Plan for each calendar month shall be remitted in a lump sum not later than the twentieth (20th) day of the following month. If payment is not received by the end of the month in which due, the Employer shall pay a delinquent charge of twenty dollars (\$20.00) or ten percent (10%) of the delinquent payment whichever is greater; simple interest of one-half of one percent a month from the date the payment was originally due; and any expenses of collection, including court costs and a reasonable attorney's fee.

(c) The Plan is jointly administered by Trustees appointed in equal numbers by the Union and Employers under an agreement and declaration of trust, and has been found by the Internal Revenue Service to be entitled to exemption under the Internal Revenue Code.

(d) The Employer shall have no financial liability beyond the payments as provided in paragraph (a) hereof.

(e) Contributions shall be made by check, money order or similarly recognized medium of exchange and shall be made payable and forwarded to the CWA/ITU Negotiated Pension Plan, 831 South Nevada Avenue, Suite 120, Colorado Springs, CO 80903, no later than the twentieth (20th) of the following month, together with reports on forms to be furnished by the Plan.

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

(g) The Employer recognizes that in addition to the Union's right to enforce this Section, the Union shall have the right in its discretion to take any legal action necessary to collect any contributions or monies due and owing to the Plan and to secure delinquent reports. The Employer further agrees that the Union shall have the right to collect reasonable attorneys' fees and expenses incurred in connection therewith. The Employer shall supply to the chapel chairperson a copy of the Union representative's copy of Receipted Remittance Forms received from the CWA/ ITU Negotiated Pension Plan within five (5) days of receipt of such forms

(h) Employees will continue to be eligible to participate in the Employer's 401(k) Profit Sharing Plan and will be eligible to receive any elective contributions made by the Employer to eligible employees.

BEREAVEMENT

Section 36 In the event of death in the immediate family of an employee covered by this contract, such employee shall be granted three (3) consecutive days' leave without loss of pay, provided such three (3) days fall within the employee's regular scheduled work week. For the purposes of this paragraph, the immediate family shall include spouse or cohabitant companion, parents, grandparents, children, brother or sister, mother-in-law and father-in-law.

SALE, SUSPENSION, MERGER

Section 37 This Agreement and the terms and provisions thereof shall be binding upon and shall inure to the benefit of heirs, successors and assigns of the respective parties hereto. If the operation, in whole or in part, is sold, leased, transferred or assigned, the Employer shall require the purchaser, lessee, transferee or assignee to assume the obligations and conditions of this Agreement as a condition of any such transaction and upon such assumption the Employer shall be relieved of obligations thereafter arising.

In the event of sale, consolidation, suspension or merger of the plant operating under this Agreement, all employees with six (6) months or more continuous priority who are on the payroll of the Employer at the time of such event, and who are not retained on a situation with the Employer, or the Employer's successor, for sixty (60) days, shall receive four (4) weeks' pay or one (1) week of pay for each year of continuous service with the Employer, to a maximum of ten (10) weeks' pay, whichever is greater, at their regular straight time rate of pay.

This Section shall not apply in the event of a major disaster or calamity (such as fire, earthquake, explosion, tornado or tidal wave) that damages the plant to an extent whereby it is inoperable, and the Company's liability shall cease for the duration of prompt and immediate repairs to said plant.

JURY PAY

Section 38 An employee with one (1) year of continuous employment who is required to report for jury service on a day when such employee would normally have been scheduled to work shall be paid for a maximum of twelve (12) days of such jury service in a twelve (12) month period, at the employee's regular straight-time pay minus any pay received as such juryperson. To be eligible for such payment, the employee must inform the Supervisor in writing of the call to jury service within twenty-four (24) hours of receipt of the official notification, and then must furnish to the Supervisor a statement of jury service from the Clerk of the Court.

NO SUBCONTRACTING

Section 39 The Employer shall not assign, contract or subcontract in whole or in part any

work within the jurisdiction of the Union, except in cases of nonrecurring emergencies or when there is insufficient personnel or equipment available to meet production commitments.

The Union reserves the right to grieve any violation of the intent of this Section.

GRAPHIC ARTS INDUSTRY GROWTH

Section 40 The Union and the Employer agree to work cooperatively together with other unions and employers to encourage growth of the graphic arts industry in San Francisco.

Section 41 In the event of the removal of any plant covered by this Agreement to a location outside the geographical jurisdiction of Pacific Media Workers Guild/Typographical Sector, Local 39521, the Employer shall continue to recognize as the Union as the bargaining agent for its employees covered by this Agreement, and all the terms of the Agreement shall continue to apply, including the right to all work presently performed by employees covered by this Agreement. The Employer agrees to give employees sixty (60) days' notice before removing the plant to another location. Should any employee choose not to relocate, he/she will receive two (2) weeks' severance pay.

UNION SECURITY CLAUSE

Section 42 (a) All present employees who are members of the local Union on the effective date of this Agreement shall remain members of the local Union in good standing as a condition of continued employment. All present employees covered by this Agreement who are not members of the local Union, and all such employees who are hired hereafter shall, on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective or execution date of this Agreement, whichever is the later, become and remain members in good standing of the local Union as a condition of employment.

Upon seven (7) days written notice from the Union, the Employer shall discharge any employee covered by this Agreement who fails to tender the initiation fee and periodic dues and assessments uniformly required by the Union.

(b) A copy of the earnings of all employees covered by this contract shall be furnished the chapel chairperson.

COPE CHECK-OFF LANGUAGE

Section 43 The employer agrees to deduct and transmit to CWA COPE \$1.00 per pay period, from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the PPMWS/CWA Local 39521. Those transmittals shall occur for each payroll period and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

UNION LABEL

Section 44 When the Union Label is placed on printed material, all production work shall be by bargaining unit employees that are union members.

DUES CHECK-OFF

Section 45 The employer shall advance to the Union each month on behalf of each employee who has signed an appropriate dues authorization form, the equivalent of membership dues and initiation fees. The Union shall furnish to the Employer the amounts due and payable on behalf of such employee in the unit covered, by this agreement. Said authorization shall not be irrevocable for a period in excess of one year, unless it is revoked by written notice not sooner than twenty (20) days and not later than ten (10) days prior to the expiration of this Agreement to both the Employer and the union by registered mail.

SAVINGS CLAUSE

Section 46 In the event any of the economic sections of this Agreement are found to be unenforceable by an action of a court or government agency or as a result of an Executive Order or regulation, the parties shall immediately enter into negotiations on all economic provisions of the contract.

In the event any of the noneconomic sections of this Agreement are found to be illegal by a court or agency of competent jurisdiction, it shall not affect the remaining portions of the Agreement, and the parties shall immediately meet to draft, to the fullest extent lawful, a substitute provision to carry out the intent and purpose of the affected provisions.

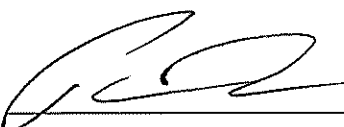
AGREEMENT

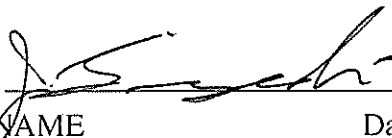
Section 47 It is agreed that the only parties to this Agreement are the Employer and the Union. It is further agreed that the approval of this Agreement by the Printing, Publishing and Media Workers Sector of the Communications Workers of America as complying with its laws does not make it a party hereto.

IN WITNESS WHEREOF, the said parties, by their representatives duly authorized to act, have hereunto set their hands and seals this 24th day of January, 2019.

MADISON STREET PRESS

**NO. CALIF. MEDIA WORKERS UNION
(TYPOGRAPHICAL SECTOR)**

By  1/24/19
NAME Date

By  1-24-19
NAME Date

By  1/24/19
NAME Date

By _____
NAME Date

EXHIBIT A-CLASSIFICATION RATES AS OF JANUARY 27, 2019

<u>CLASSIFICATION</u>	<u>PAY RATE</u>		
	2019	2020	2021
40 inch 5 unit	\$41.922	TBD	TBD
40 inch 5 unit assistant	\$27.754	TBD	TBD
40 inch 2 unit	\$37.646	TBD	TBD
Prepress	\$33.616	TBD	TBD
Bindery	\$23.072	TBD	TBD
Bindery-Mailing Specialist	\$23.830	TBD	TBD
Driver	\$18.47	TBD	TBD
*Entry Level – bindery, floor help, driver	\$15.50	TBD	TBD