

LABOR AGREEMENT

Between

VisiPrinting

And

TNG-CWA LOCAL 37082

THIS AGREEMENT, made and entered into this 1st day of June 2013, by and between VisiPrinting and Signs, (sometimes hereinafter referred to as the "Employer") and TNG-CWA Local 37082 (sometimes hereinafter referred to as the "Union") shall be effective September 11, 2012 through September 10, 2014.

PREAMBLE

The purpose of this agreement is to set forth the understanding reached between the parties hereto with respect to wages, hours, and other terms and conditions of employment.

RECOGNITION

Section 1

1-01. The Employer recognizes the Union as the sole and exclusive bargaining agent for, and this agreement shall cover, all regular full-time and part-time employees employed by the Employer performing work beginning with the receipt of the copy and continuing until the product is completed, which shall constitute the jurisdiction of the Union, at the Employer's premises, presently located at 2331 Ross Way, Tacoma, Washington. The above excludes all other employees as follows: confidential employees, managerial employees, and supervisors as defined in the National Labor Relations Act, as amended. Whenever the terms "employee" or "employees" are used elsewhere in this Agreement, such terms shall refer to employees within the bargaining unit so defined.

1-02. It shall be a condition of employment that all employees of the Employer covered by this Agreement, who are members of the Union in good standing on the execution date of this Agreement, shall remain members of the Union in good standing, and those that are not members on the execution date of this Agreement shall become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the ninetieth (90th) day following the beginning of such employment, become and remain members in good standing of the Union.

1-03. Upon seven (7) days written notice from the Union, the Employer shall discharge any employee who shall fail to tender initiation fees and pay periodic dues and assessments uniformly required by the Union.

MANAGEMENT RIGHTS

Section 2

The Union recognizes the right of the Employer to operate and manage the business, including but not limited to the right to establish and require standards of performance; to maintain order and efficiency; to direct employees; to determine job assignments and work schedules; to determine the materials and equipment to be used; to implement new and different operational methods and procedures; to determine staffing levels and requirements; to determine the kind, type, and location of facilities; to introduce new or different services, products, methods, or facilities; to extend, limit, contract out or curtail the whole or part of the operation. The Employer shall give the Union thirty (30) days notice of any decision to contract out the whole or any part of the operation and the opportunity to bargain the effects of the same on bargaining unit employees. The Employer has the right to select, hire, classify, assign, promote, transfer, discipline, demote, or discharge employees, subject to the procedures set forth in this Agreement

and the employment policies and practices of VisiPrinting; to require overtime work of employees; and to promulgate and enforce rules, regulations, and personnel policies and procedures; provided that such rights, which are vested solely and exclusively in the Employer, shall not be exercised so as to violate any of the specific provisions of this Agreement.

DEFINITIONS

Section 3

3-01. Full-time Employees: Employees who work on a regularly scheduled basis at least thirty-two (32) hours within a seven (7) day period, computed on a quarterly average.

3-02. Regular Part-time Employees: Employees who work on a regularly scheduled basis less than thirty two (32) but at least twenty (20) hours within a seven (7) day period, computed on a quarterly average.

3-03. Casual Part-time Employees: Employees who work on a regularly scheduled basis less than twenty (20) hours within a seven (7) day period, computed on a quarterly average. Casual Part-time Employees shall not be covered by the terms of this agreement.

PROBATION PERIOD AND TERMINATION

Section 4

4-01. The first ninety (90) days of continuous employment shall be considered a probation period for all new employees.

4-02. An employee shall attain regular employee status upon successful completion of the probation period.

4-03. During the probation period, an employee may voluntarily terminate employment without notice and may be terminated by the Employer without notice. An employee terminated during the probation period shall have no right of appeal under Section 12 of this agreement.

WORK SCHEDULE AND OVERTIME

Section 5

5-01. The normal workweek shall consist of forty (40) hours Monday through Friday. However, the Employer may also schedule a Saturday workday.

5-02. The normal workday shall consist of eight (8) hours plus an unpaid meal period of one (1) hour. Time worked in excess of the normal workweek shall be paid the overtime rate. Other adjusted work schedules may be established by mutual agreement of the Employer and the employee involved so long as another employee's seniority is not violated.

5-03. It is understood and agreed that temporary deviations from the normal work schedule will occur from time to time, resulting from several causes, such as, but not limited to, vacations, leaves of absence, weekend and holiday work, absenteeism, employee requests, temporary shortages of personnel and emergencies. Such deviations shall not be considered a violation of this Agreement.

5-04. All time worked in excess of 40 hours for the normal or adjusted work week, as defined above, shall be considered overtime. The Employer must properly authorize all overtime in writing.

5-05. All overtime shall be paid at the rate of one and one-half (1 ½) times the employer's straight-time hourly rate of pay. Covered employees required to work a sixth (6th) day shall be paid time and one-half for the first eight (8) hours and double time for any further hours worked after the first 40 hours of the week have been worked. No employee shall receive less than three (3) hours of pay for the sixth (6th) day worked.

5-06. Sunday shall be observed beginning at 7:00 a.m. of the day itself, and continue to 7:00 a.m. of the following day. Double time shall be paid for any hours worked on Sunday; provided; no employee has worked 40 hours and shall receive less than three (3) hours of pay. There must be mutual consent to changes.

5-07. Overtime, taking into consideration the different job classifications, shall be distributed as equitably as possible.

PAY DAY
Section 6

6-01. Pay periods are every other Friday. Paychecks will be distributed by 3:00 the Friday following the end of the pay period. No employee shall be paid less than the minimum for that employee's job classification. Nothing contained herein shall prohibit the Employer, at his/her sole discretion, from paying wages and/or benefits in excess of those provided for herein. No employee shall suffer a reduction in pay or benefits presently received by reason of this Agreement.

6-02. After completion of the probation period, an employee shall progress to the next step of the wage scale above the step at which they were initially hired. Subsequent to that progression, each regular employee shall progress to the next step on the wage scale on the yearly anniversary of the completion of his or her probation, this date becomes the anniversary with the Employer, unless that progression is delayed or advanced by the Employer. In this event, the Employer shall notify the employee of the fact in writing prior to the date the progression would have become effective. Such notification shall inform the employee of the reasons for the delay in progression and what job performance standards the employee must satisfy to progress to the next step. The Employer may delay the progression as long as is deemed necessary; provided, however, that when such performance standards have, in the judgment of the Employer been met, the employee shall progress to the next step. After reaching the maximum on the pay scale schedule the employee shall receive an evaluation report on the employee's anniversary date for determination of merit pay raises.

6-03. Journeyman wage rates shall be as follows; the Employer reserves the right to pay above the minimum:

| | | | |
|------------------------|--|--|----------|
| Position | | | 03/01/12 |
| Bindery | | | \$14.83 |
| Press Worker | | | \$16.69 |
| Pre-Press Technician | | | \$14.19 |
| Counter/Copy Assistant | | | \$12.00 |

New employees shall be paid not less than 50% of journeyman scale, with consideration given to prior experience.

6-04. Employees shall be evaluated each year on or about the adjusted anniversary date of employment for the purpose of reviewing performance and in consideration of merit increases.

6-05. Effective September 10, 2013 the Employer and the Union will reopen the agreement solely for purpose of negotiating a wage increase, subject to the financial condition of the business.

6-06. This agreement may be opened for the purpose of negotiation of economic improvements not less than sixty (60) days prior to September 10, 2014.

HOLIDAYS
Section 7

7-01. The following holidays shall be recognized under this agreement for regular full- and part-time employees:

Labor Day
Thanksgiving Day
Christmas Day

Employee's Birthday or a Floater Day of the Employee's choice taken in recognition of their birthday.

7-02. If a holiday falls during a regular full- or part-time employee's scheduled workweek, the employee shall receive the day off without loss of pay.

7-03. Casual part-time employees are not covered.

7-04. A regular full-time employee required to work on a holiday shall receive one (1) day's holiday pay (computed at the employee's regular rate and based on the employee's average hours worked over the previous year) in addition to one and one half (1 ½) times the employee's regular rate of pay for hours worked during the holiday, not to be less than four (4) hours.

7-05. A regular part-time employee required to work on a holiday shall receive four (4) hours of holiday pay (computed at the employee's regular rate) in addition to one and one half (1 ½) times the employee's regular rate of pay for hours worked during the holiday, not to be less than two (2) hours.

7-06. When a holiday falls on a regular workday during an employee's vacation, that holiday shall not be counted against accrued vacation time.

7-07. Except for absence or vacations, bona fide illness, or with prior approval of the Employer, an employee must have worked the last regularly scheduled day prior to the holiday and the first regularly scheduled day following the holiday to be eligible for holiday pay.

7-08. When any of the above holidays fall on a Sunday, the following Monday will be observed as the holiday. When it falls on a Saturday, Friday will be observed as the holiday (or whatever local business standard is).

VACATIONS **Section 8**

8-01. Vacation is an earned benefit being credited to the current year based upon the previous year of service, i.e., any vacation earned but not taken at the time of an employee's termination will be paid as compensation. Notwithstanding an employment agreement to the contrary, the following schedule will apply to vacation:

| | |
|----------------------------|--------------------------------|
| 1 year of service* | -1 week paid |
| 2 or more years of service | -1 week paid and 1 week unpaid |

*Employees hired prior to March 1 of any year will be credited with a year of service for vacation purposes and will, therefore, earn a week of vacation beginning the following January 1.

8-02. If there is a conflict between two (2) or more employees otherwise eligible for a given vacation period, the individual with the longest continuous service with the Employer shall be given first choice of vacation time.

8-03. There will be a two (2) week-at-a-time limit for vacation periods unless approval is received from management.

8-04. If no vacation time is accrued or an employee desires time off for personal reasons, this is permissible without pay if approved by the Employer in writing.

8-05. Vacation shall be paid out on a pro-rata basis, based on the employee's quarterly average of hours worked.

LAYOFF/RECALL
Section 9

9-01. Layoffs and Reduction in Hours: In the event the Employer determines it necessary to lay off employees or reduce the number of hours worked, such layoffs or the reduction of hours shall be made in order of priority; provided, that the employee or employees who are not laid off or whose hours are not reduced shall, in the judgment of the Employer, be competent and qualified to perform the work which is available.

9-02. Recall: Employees shall be recalled or their hours increased in the reverse order in which they were laid off or had their hours reduced.

MEDICAL BENEFITS
Section 10

10-01. The Employer currently maintains no medical insurance plan for employees. Should economic conditions permit the creation of an employee medical insurance plan, the Employer commits to enrolling all full-time employees in the plan and to pay a share of the insurance premiums to be negotiated. Regular part-time employees may participate on a pro-rata basis relative to the share paid for full-time employees. At such time as the Employer elects to seek enrollment in such a plan, the Employer and the Union agree to reopen negotiations for the purpose of discussing health benefits, subject to the financial condition of the business.

SICK LEAVE
Section 11

11-01. Sick leave is an accrued benefit and as such can be taken after it has been accrued. Each person accrues sick leave days at the rate of one-half ($\frac{1}{2}$) day per 160 hours worked.

11-02. Newly hired employees will not receive any paid sick leave for the first six (6) months of employment. Upon completion of six (6) months of employment they will be credited with three (3) days accrued sick leave.

11-03. Any employee who has consumed their available days of sick leave may, at their option, convert vacation days for sick days—or they may retain their vacation days and take sick leave without compensation for a period of up to three (3) weeks, after which the Employer may elect to seek a permanent replacement.

11-04. Sick leave under this agreement shall be defined as days missed due to the employee being ill or anyone in their family or under their care being ill and requiring attention.

11-05. Sick leave days may be carried over from one (1) year to the next. Employees may accrue up to a maximum number of fifteen (6) sick leave days, at which time they will stop accruing sick leave. Should they use sick leave at this point they would again begin accruing sick leave.

GRIEVANCE AND ARBITRATION
Section 12

12-01. A Joint Standing Committee of two (2) representatives appointed by the Employer and a like committee of two (2) representatives appointed by the Union shall be maintained. In case of a vacancy, absence or refusal of either of such representatives to act, another shall be appointed to serve.

12-02. To this Joint Standing Committee shall be referred all disputes which may arise as to the construction to be place upon any clause of this Agreement, except as provided elsewhere herein, or alleged violations thereof, which cannot be settled otherwise and disputes regarding discharged employees. Such Joint Standing Committee shall meet within five (5) days (this time may be extended by mutual agreement) from the time any question of difference shall be referred to it in writing by the Union or the Employer. Should the Joint Standing Committee be unable to agree within ten (10) days after this meeting (this time may be extended by mutual agreement), it shall then become a Board of Arbitration.

12-03. The Board of Arbitration shall select a fifth member. Should this four (4) member Board be unable to agree to a fifth member within five (5) days the fifth member shall be selected in the following manner: The Federal Mediation and Conciliation Service shall be jointly requested by the parties to name a panel of seven (7) arbitrators. From this list the parties shall then, within five (5) days, choose the fifth member by mutual agreement or, if they cannot agree, by the Employer and the Union, in that order, alternately striking a name from the list until one (1) name remains as they fifth member chosen by the parties. It shall require the affirmative votes of at least three (3) of the five (5) members of the five (5) person Board to decide the issues and any decision thus rendered shall be final and binding on the parties hereto.

12-04. Expenses of such Committee and/or Board shall be borne equally by the Employer and the Union; provided, that Local Union laws not affecting wages, hours, or working conditions and the General Laws of the Printing, Publishing and Media Workers Sector, Communications Workers of America, shall not be subject to arbitration.

TERM OF AGREEMENT
Section 13

13-01. This Agreement shall become effective September 11, 2012 and shall continue in full force and effect through September 10, 2014.

13-02. 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.

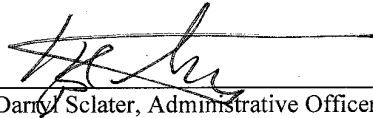
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 1st day of June 2013.

FOR VisiPrinting and Signs:

FOR CWA/TNG LOCAL 37082:



Mark Glastetter, Owner



Darryl Sclater, Administrative Officer