

**CONTRACT
AND
SCALE OF WAGES**

BETWEEN

**MINNESOTA NEWSPAPER AND
COMMUNICATIONS GUILD
CWA LOCAL 37002**

and

**MACKAYMITCHELL ENVELOPE
COMPANY**

January 1, 2024 to December 31, 2027

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ARTICLE 1 – CONTRACT

This Agreement made and entered into between MackayMitchell Envelope Company (“Employer”) and the Minnesota Newspaper and Communications Guild, TNG-CWA Local 37002 (“Union”).

ARTICLE 2 – RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative of all employees covered by this Agreement. The words “employee” and “employees” when used in this Agreement apply to all Prepress Technicians and Prepress Technician Trainees as more fully set forth in 4(a) below. All work within the jurisdiction of the Union shall be performed by Prepress Technicians and Prepress Technician Trainees.

All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of continued employment. All present employees who are members of the Union, and all employees who are hired hereafter, shall, on and after the thirtieth (30th) day following the effective or execution date of this Agreement or on and after the thirtieth (30th) day following the beginning of their employment, whichever is the later, become and remain members in good standing of the Union as a condition of continued employment. Employees who pay an amount equivalent to the Union’s initiation fees and dues, relating to the Union’s representational function, shall be deemed to have satisfied the membership in good standing obligation.

ARTICLE 3 – TERM OF CONTRACT

The Employer and the Union agree that the provisions herein contained shall be operative from January 1, 2024 through December 31, 2027.

If either party wishes to propose an amendment to this Agreement or a new contract to take the place of this Agreement upon its expiration date, they shall notify the other party in writing at least sixty (60) days prior to expiration of the Agreement. Failure to give such notice, however, shall not be construed as extending this Agreement beyond its expiration date.

ARTICLE 4 – JURISDICTION

a. Jurisdiction of the Union and the appropriate unit for collective bargaining is defined as including all Prepress Department work covered by this Agreement, and includes classifications such as: plate-maker, proofreader, proofing, computer operators for artwork placement and typesetting, and setting imposition of files. The Employer shall not enter into a contract with any other union covering work as described above. It is understood that the repair of equipment may be subcontracted.

b. If the Union believes its jurisdiction is being violated, it may follow the grievance procedure under Article 10 herein.

c. Upon the installation of new processes or equipment, the Employer agrees that the resulting work and all other Prepress Department work in said processes will be performed by employees covered by and working under the terms and conditions established by this Agreement.

ARTICLE 5 – OUTSIDE INPUT

a. The Employer and the Union agree that to add work in total or in part into the Employer's plant at competitive prices, it is necessary to adopt or continue the concept of accepting outside prepared input materials such as: customer artwork through FTP or SFTP telecommunications, websites, CDs, or other means.

b. It is agreed that the following will constitute the understanding as to which input material not produced by employees covered by this Agreement, as of the effective date of this Agreement, will be accepted for further processing:

(1) When input material is presently being accepted by any other Prepress Department to produce a printed product.

(2) Where acceptance of input material will result in the transfer of work from a plant not covered by a CWA Sector-approved contract.

(3) Where input material is being offered on a bid basis for typesetting to other employers.

(4) Where acceptance of input material is necessary to maintain work flow from an account that has installed hardware/software to do their own input.

(5) The Employer shall be allowed the opportunity to develop additional jurisdiction department work by soliciting outside input material which shall be to the best interest of both parties to this Agreement.

ARTICLE 6 – TRAINING

a. The Employer agrees to give the Union a ninety (90) day notice or notice on date of purchase, but in no case less than thirty (30) days prior to installation of any new processes or type of equipment. The Employer also agrees to meet promptly after such notice, upon request, for consideration of the training program to be followed.

b. The Employer may require all employees to accept periodic evaluation of technical progress and/or skills improvement. All employees are subject to the requirement that to the Employer's satisfaction, they complete reasonable additional courses or on-the-job training, if necessary, to maintain their level of competency or to move to a higher skill level.

c. The Employer agrees that upon the installation of any new machines or other new processes covered in subsection 4(c), it will supply full opportunity to Prepress Technicians to become proficient in their operation on the following basis:

(1) First the employee must demonstrate aptitude for the class of work involved to the satisfaction of the Employer and the Union.

(2) First opportunity for retraining shall be given to present employees based on seniority, previous related training, aptitude, and the production needs of the Employer, with the understanding that any training provided on Employer time must be related to the needs of the Employer.

(3) Full opportunity is understood as a period of retraining under the mutual responsibility of the Employer and the Union. The Employer agrees that it will support the employee through the retraining process, and the Union agrees to supply partially trained Prepress Technicians and/or Prepress Technician Trainees for the purpose of retraining. It is agreed that expenses related to any vocational-technical school training shall be paid from available funds from the jointly trusteed educational fund if approved by the Joint Apprenticeship Committee.

(4) Any employee who does not feel that he or she is being given appropriate retraining (as otherwise defined in the contract) shall promptly refer the matter to the Union and the Department Manager. If the problem is not resolved, either the Union or the Employer can request a meeting involving management representatives and the Union representatives for further analysis and resolution.

ARTICLE 7 – RESPECT AND DIGNITY

The Union and the Employer will work together to honor the principles of respect and dignity in the workplace. The Parties agree that the continued success and operation of the Employer is dependent upon mutual respect and cooperation between the Employer and the Union employees.

ARTICLE 8 – STRUCK WORK

The Employer agrees not to require employees to execute any work received from or destined for another employer whose employees are locked out or on a strike authorized by 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.

No employee covered by this Agreement shall be required to cross a picket line established by a union which the Employer is required to recognize and only if that picket line is a lawful strike sanctioned by the local union and the International Union.

ARTICLE 9 – EMPLOYMENT, DISCIPLINE, DISCHARGE, and SENIORITY

The operation, authority and control of the Prepress Department shall be vested exclusively with the Employer.

The Employer may discharge or otherwise discipline employees for just cause. Just cause includes incompetency, neglect of duty, violation of Employer rules not in conflict with the terms of this contract, or other serious infraction of the normal employer/employee relationship.

An employee shall be given the opportunity to have a Union representative present at any investigatory meeting or interview that may result in corrective action, where corrective action will be administered, and in all grievance meetings. Any such meeting shall not be unreasonably delayed in the event a Union representative is unavailable.

The Employer will provide a copy of any formal discipline notice to the employee at the time it is administered.

Generally, warnings older than two (2) years will not be considered for purposes of future discipline, unless the prior warnings establish a pattern of misconduct for the same behavior.

New employees will be on probation for ninety (90) shifts, during which time they may be discharged for any reason whatsoever and without recourse to the procedure in Article 10.

Upon demand, the Employer shall give the reason for discharge in writing within seventy-two (72) hours.

The Employer may lay off to decrease the force. When layoffs occur, the decrease in force shall be determined within the class of work within which the reduction is required. When the Employer becomes aware of a pending temporary layoff, it will notify affected employees no later than the first two (2) hours of the last work shift. The employee with the least seniority standing engaged in such class of work shall be laid off first. Such employee, however, may claim any other work he or she is competent to perform which is being performed by an employee with less seniority standing. The foreperson or his/her designee shall discuss any questions as to the competency in this area and the final decision will be by the Employer; provided, however, that the Union has the right to challenge and arbitrate the decision if it is arbitrary or capricious. Should there be any increase in the work force, the person(s) displaced by layoff shall be recalled in reverse order in which they are laid off, provided they are qualified to perform the work necessary.

An employee will be removed from the seniority list if she or he has performed no work for the employer for one year or if the employee does not report for work within fifteen (15) calendar days of notification by the employer of a recall.

ARTICLE 10 – GRIEVANCE PROCEDURE

A grievance is defined as any dispute or disagreement that may arise between the parties as to the application, meaning or interpretation of this Agreement. The purpose of this procedure is to secure, in the easiest and most efficient manner, resolution of grievances.

Step 1. Informal: an effort shall be made to resolve the grievance between the employee and the immediate supervisor. An aggrieved employee may have a Union Representative assist him/her with Step 1, if he/she desires.

Step 2. If a settlement is not reached in Step 1, and the employee and/or authorized Union Representative wishes to initiate a formal grievance, it shall be in writing, setting forth the nature of the grievance, the facts upon which it is based, the section(s) of the Agreement allegedly violated, and the relief requested, and filed with the Department Manager. No grievance is valid and shall be void unless it is submitted in writing to the other party. Within thirty (30) calendar days from the time the grievant knew, or should have known, of its occurrence. Within seven (7) calendar days after receiving the written grievance, the Department Manager shall arrange a meeting with a Union Representative with or without the grievant, and attempt to resolve the grievance. The Department Manager shall give his/her written answer to the designated Union Representative(s) within twenty (20) calendar days of the meeting.

Step 3. If the grievance cannot be satisfactorily settled by the above steps of the grievance procedure, either of the Parties may petition the Federal Mediation and Conciliation Service to present a list of seven (7) persons who reside within the metropolitan district of the Twin Cities and suburbs qualified to serve as neutral arbiters. The first strike shall be determined by the toss of a coin. The loser of the toss shall make the first strike and the winner shall then strike one of the remaining six (6) names and then in turn each shall strike a name until there is one remaining unstricken name who shall then become the neutral arbiter, whose decision shall be final binding upon all parties concerned. Each party will have the right to reject one list of Arbitrators. The Arbitrator must follow the terms of the Agreement and shall have no authority to add to, alter, ignore, delete or amend any of its provisions. The fees and expenses of the Arbitrator shall be paid one-half (½) by the Employer and one-half (½) by the Union. Pending arbitration and decision thereunder, work shall be continued as usual in the office of the employing parties to this Agreement.

ARTICLE 11 – WAGE SCALE

The minimum hourly wage scale for work performed by Prepress Technicians covered by this Agreement shall not be less than the following:

Effective 1st Full Pay Period of 2023:

	Hourly wage	7.5 hours/day	37.5 hours/week
1 st Shift	\$24.97	\$187.28	\$936.38
2 nd Shift	\$25.52	\$191.40	\$957.00
3 rd Shift	\$25.65	\$192.38	\$961.88

(Shift differential pay is 55¢ per hour for second shift; 68¢ per hour for third shift and is reflected in the above rates).

Effective Retroactive to 1st Full Pay Period of 2024:

	Hourly Wage	7.5 hours/day	37.5 hours/week
1 st Shift	\$28.00	\$210.00	\$1050.00
2 nd Shift	\$28.75	\$215.63	\$1078.13
3 rd Shift	\$28.95	\$217.13	\$1085.63

(Retroactive to January 1, 2024, shift differential pay is \$0.75 per hour for second shift; \$0.95 per hour for third shift, and is reflected in the above rates).

Effective the 1st Full Pay Period of 2025 (\$1.00 increase to base hourly pay):

	Hourly Wage	7.5 hours/day	37.5 hours/week
1 st Shift	\$29.00	\$217.50	\$1087.50
2 nd Shift	\$29.75	\$223.13	\$1115.63
3 rd Shift	\$29.95	\$224.63	\$1123.13

(Shift differential pay is \$0.75 per hour for second shift; \$0.95 per hour for third shift and is reflected in the above rates).

Effective the 1st Full Pay Period of 2026 (\$1.00 increase to base hourly pay):

	Hourly Wage	7.5 hours/day	37.5 hours/week
1 st Shift	\$30.00	\$225.00	\$1125.00
2 nd Shift	\$30.75	\$230.63	\$1153.13
3 rd Shift	\$30.95	\$232.13	\$1160.63

(Shift differential pay is \$0.75 per hour for second shift; \$0.95 per hour for third shift and is reflected in the above rates).

Effective the 1st Full Pay Period of 2027 (\$1.00 increase to base hourly pay):

	Hourly Wage	7.5 hours/day	37.5 hours/week
1 st Shift	\$31.00	\$232.50	\$1162.50
2 nd Shift	\$31.75	\$238.13	\$1190.65
3 rd Shift	\$31.95	\$239.63	\$1198.13

(Shift differential pay is \$0.75 per hour for second shift; \$0.95 per hour for third shift and is reflected in the above rates).

a. Employees covered by this Agreement who are receiving an hourly rate higher than the minimum hourly rate, shall receive the negotiated increase in addition thereto.

b. Prepress Technician Trainees may be paid between 60% and 100% of scale at the Employer's discretion but must be paid no less than scale after two (2) years of seniority.

ARTICLE 12 – HOLIDAYS

a. Day or night work done on Sunday shall be paid for at the rate of double time. Day or night work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, day before Christmas and Christmas Day or days celebrated as such, shall be paid for at the rate of two and one-half times the straight time hourly rate. When a holiday occurs during the time an employee is on vacation, an additional day with pay will be granted in addition to vacation pay.

b. The Employer shall have the privilege of working any or all employees on such holidays if necessary in which event payment shall be made in accordance with the provision of paragraph (a) of this Article. The Employer further agrees to give employees as much notice as possible, in view of customer requirements, before an employee may be required to work on a holiday.

c. When a holiday falls on a Saturday (or Sunday in the case of the day before Christmas), employees eligible for holiday pay shall be given another day off with pay at a mutually agreeable time on the Monday or Friday preceding or following the holiday. The Employer may liquidate the holiday by payment of a day's pay in lieu of time off.

d. When no work is performed on the above enumerated said holidays, or days celebrated as such, employees shall receive pay for one (1) shift at their regular straight time hourly rate. An employee must have been on the payroll for thirty (30) calendar days or more prior to said holiday and have worked the regularly scheduled shift prior to and following the holiday. Absence from either or both such shifts by mutual agreement or because of conditions beyond the employee's control shall not disqualify the employee from receiving holiday pay.

e. An employee with seniority who is on temporary layoff shall be paid for the holiday to the same extent as if he/she had worked and qualified in accordance with above under this Article, provided that the employee has worked during the week in which the holiday is celebrated, or the week before or the week after the holiday.

f. No attempt shall be made to circumvent the intent of this clause, by laying off the entire force on the day before or the day following the holiday.

ARTICLE 13 – PAID TIME OFF (PTO)

The Employer recognizes that employees have diverse needs for time off from work and believes that employees should have opportunities to enjoy time away from work to help balance their lives. The policy allows for flexibility in scheduling, while combining all types of leave time into a single bank of paid leave. Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, illness or disability, appointments, emergencies or other needs that require time off from work.

You must use any unused PTO for any full and partial day absences, during disability or family medical leave, or any other leave of absence (except paid bereavement and jury duty leave).

This PTO policy is designed to satisfy the baseline requirements of the Minneapolis Sick and Safe Time Ordinance and Minnesota state-wide Earned Sick and Safe Time (ESST).

Protected time under the Minneapolis Sick and Safe Time Ordinance and Minnesota state-wide Earned Sick and Safe Time (ESST) will be limited to 48 hours annually.

ELIGIBILITY

This policy applies to all bargaining unit employees.

AVAILABILITY

With the exception of pre-planned PTO set forth below, accrued PTO hours are available for use in the pay period following the pay period in which they are accrued.

PROCEDURE

Accrual and Payment of PTO

PTO accrual begins on the first full pay period following date of employment.

PTO hours accrue each pay period based on compensated hours. The amount of PTO accrued (balance) and the amount of PTO used in the previous pay period will appear on employees' bi-weekly paycheck stubs.

Employees do not accrue PTO while on suspension, PTO, holiday, bereavement leave, jury duty or a paid or unpaid leave of absence (including, but not limited to, FMLA), or during Short-Term Disability, Long-Term Disability or Workers' Compensation leaves of absence.

Length of service determines the rate at which employees will accrue PTO. An employee becomes eligible for the new higher accrual rate on the first day of the pay period following the employee's anniversary date.

PTO is calculated and paid at employees' current rate of pay. Pre-scheduled PTO is considered "hours worked" for the purpose of calculating overtime compensation. PTO that is not pre-scheduled is not considered "hours worked" for the purpose of calculating overtime compensation.

PTO Cap [Accrual + Carry-Over]

Limits are imposed on the amount of PTO that can be maintained as a balance. Employees are not allowed to accrue PTO beyond the defined maximum accrual cap. This encourages employees to use their PTO and allows the Employer to manage its financial obligations responsibly. Once an employee reaches his/her cap, he/she will not accumulate any more PTO until he/she uses some of the time in the account and drops below the cap. After the balance falls below the cap, an employee will once again begin accruing PTO; however, an employee will not receive retroactive credit for time worked while at the cap limit. Employees who have already accrued their annual maximum accrual will no longer accrue PTO until following calendar year.

Employees may carry over unused PTO balances to the next calendar year, up to a maximum carry-over of 80 hours.

ACCRUAL SCHEDULE* - EMPLOYEE CLASSIFICATION: FULL-TIME 80 HOURS PER PAY PERIOD

Years of Service	Accrual Rate Per Work Hour	Maximum Annual PTO Accrual	Maximum Carry-Over	PTO Cap [Accrual + Carry-Over]
0-2	.07298	(13 Days) 104 Hours	80 Hours	168 Hours
3-8	.10105	(18 Days) 144 Hours	80 Hours	
9-19	.12912	(23 Days) 184 Hours	80 Hours	
20+	.15719	(28 Days) 224 Hours	80 Hours	

*The maximum available PTO accrual includes the three additional holidays previously included in the Holiday article of this Agreement.

**Annual PTO is reached over a period of nineteen (19) bi-weekly pay periods

Scheduling and Use of PTO

Employees carrying PTO balances may not opt to take excused absences without pay in lieu of PTO or for purposes of saving accrued PTO. With the exception of pre-planned PTO scheduled prior to January 1 for that year, employees with insufficient PTO balances to cover requested periods of time off may be granted excused time off only at the discretion of management and/or as required by law.

Pre-planned PTO/Vacations

Pre-planned PTO schedule will be posted by December 1 for the next calendar year. In the event of conflicting requests for PTO (for vacation purposes), the supervisor will make the determination considering such factors as seniority, time of last PTO request, degree of notice and impact on employees’ plans and workload. Supervisors may deny any pre-planned PTO request if it conflicts with workload.

Absences

Foreseeable Absences Employees should make every reasonable effort to schedule PTO in a manner that does not unduly disrupt the Employer’s operations. For example, employees should make every reasonable attempt not to schedule medical appointments during peak business hours, when work is time-sensitive or when mandatory meetings are scheduled. The Employer may require advance notice of no more than seven (7) days.

Unforeseeable Absences If the need to utilize PTO is unforeseeable, such as an accident or sudden illness, employees should provide notice before the start of the employee’s individual shift or as soon as is practicable. In all cases, whether and when an employee

can practicably provide notice depends upon the individual facts and circumstances of the situation.

The Employer may require reasonable documentation for absences of more than three (3) consecutive days.

Employees are advised to hold some PTO in “reserve” for the unexpected, such as emergencies and illnesses.

Regardless of the reason for use of PTO, or whether or not the need for PTO is foreseeable, employees will be expected to comply with the Employer’s normal call-in procedures.

MINIMUM INCREMENTS OF PTO

Employees may use PTO consistent with the smallest increment of time tracked by the Company’s payroll system.

RECORDING AND REPORTING PTO

It is the responsibility of the employee to submit PTO requests to his/her supervisor for approval. Supervisors are responsible for approving and recording PTO for their employees in ADP Time and Attendance (Payroll/HRIS).

Upon separation of employment, employees with a negative PTO balance will need to repay the negative balance to the Employer which exceeds twenty-four (24) hours.

Upon separation of employment, employees will be paid any accrued, but unused, PTO. In the event of a death of an employee, any accrued, but unused, PTO will be paid to the employee’s estate.

ARTICLE 14 – HEALTH & WELFARE INSURANCE

During any layoff, the health and welfare insurance plan will remain intact, with premiums being covered by the Employer for all missed paychecks, for a period of thirty (30) days. After thirty (30) days of layoff, the employee may continue coverage under the provisions of COBRA.

Effective upon ratification through December 31, 2025, the Employer will contribute seventy-two percent (72%) of the cost of each employee’s health insurance coverage and the Employee will contribute twenty-eight percent (28%). Effective upon ratification through December 31, 2025, the Employer will contribute seventy-two percent (72%) of the cost of each bargaining unit employee’s dental insurance coverage, and the Employee will contribute twenty-eight percent (28%).

Effective January 1, 2026, the Employer will contribute seventy-one percent (71%) of the cost of each employee’s health insurance coverage and the Employee will contribute twenty-nine percent (29%). Effective January 1, 2026, the Employer will contribute seventy-one percent

(71%) of the cost of each bargaining unit employee's dental insurance coverage, and the Employee will contribute twenty-eight percent (29%).

Effective January 1, 2027, the Employer will contribute seventy percent (70%) of the cost of each employee's health insurance coverage and the Employee will contribute thirty percent (30%). Effective January 1, 2027, the Employer will contribute seventy percent (70%) of the cost of each bargaining unit employee's dental insurance coverage, and the Employee will contribute thirty percent (30%).

Effective in the 2022 Plan Year, employees enrolled in the Company's Medical Insurance Plan will be required to complete a Tobacco Use Affidavit annually during Open Enrollment. An employee who regularly uses tobacco products will pay a fifteen dollar (\$15.00) per month Tobacco Surcharge on health insurance medical premium.

Should the Company elect to add an HSA benefit option to the benefit package over the course of this contract, Union employees will be eligible to participate in the HSA plan, provided there is no cost to the Company (excluding usual and customary clerical costs that may be incurred by the Company).

The Employer agrees to continue the same amount of life insurance, short-term disability, and accidental death and dismemberment coverage previously provided by Reliance Standard under the Typographical Welfare Fund. Through December 31, 2024 the Employer will contribute eighty percent (80%) of the cost of such coverage and the employees will contribute twenty percent (20%). Effective January 1, 2025 through December 31, 2027 the Employee will contribute seventy percent (70%) of the cost of such coverage and the employees will contribute thirty percent (30%). Employee premium contributions will be processed through bi-weekly payroll deductions.

After layoff, if an employee returns to work, the health and welfare premium will be pro-rated for actual shifts worked in any calendar month subsequent to the first thirty (30) calendar days "free" month. Any returning employee who works forty (40) successive work shifts or forty (40) shifts in a sixty (60) calendar day period will qualify for coverage under the first paragraph above.

Health and welfare premiums will also be pro-rated for all new employees or "extras". New employees and "extras" will not qualify for the thirty (30) day layoff coverage or the three (3) months disability coverage until they have worked four (4) consecutive full months. Contributions will not be made on behalf of the same employee for the same hours worked for more than one employer.

Employees may participate in the Employer's IRS Section 125 Flexible Benefit Plan (Healthcare and Dependent Care benefits accounts). The Union agrees that the Employer may unilaterally amend or discontinue said Plan as it deems necessary.

ARTICLE 15 – PAYROLLS

Payroll shall be computed on a biweekly basis and distributed before the employee's quitting time. When the regular pay day falls on a holiday the day preceding such holiday shall be

pay day. During Monday and/or Tuesday holiday weeks, the pay day will be moved to Friday instead of Thursday.

a. In cases where employees are laid off indefinitely before the regular pay day, they shall be entitled to, and shall within twenty-four (24) hours receive, whatever sum may be due them.

b. No employee shall be docked for more than the time lost as shown by time card.

ARTICLE 16 – WORK WEEK – HOURS

a. The work week (exclusive of time off for lunch which shall not be less than one-half (1/2) hour nor more than forty-five (45) minutes) shall be five (5) consecutive days or five (5) consecutive nights of seven (7) hours each, Monday through Saturday. Upon ratification and for the duration of this Agreement, members of the bargaining unit shall be scheduled for not less than seven and one-half (7.5) hours per work day. Nothing in this Agreement shall be construed as allowing employees to work more than the hours specified above, unless paid for as set forth in (h) below.

b. No employee shall be employed for less than a full shift except when discharged for cause or excused at his/her own request.

c. First shift, work starting at or between 7:00 a.m. and 9:30 a.m., inclusive (unless a later starting time bringing the shift ending closer to 8:00 p.m. is mutually agreed upon between the Employer and the Union); second shift, work starting at or between 9:31 a.m. and 7:59 p.m. inclusive; third shift, work starting at or between 8:00 p.m. and 6:59 a.m. inclusive.

Forty-eight (48) hour notice must be given before any shift change goes into effect except in an emergency such as the unexpected absence of an employee.

d. A period of at least nine hours shall elapse between the time overtime ceases and regular time begins.

e. The Union agrees that there shall be no concerted action to prevent an employee from working overtime if he/she so desires; provided further, the provisions of this Agreement relating to overtime shall apply.

f. Time lost because of holidays shall not be made up by employees on regularly scheduled day off except by payment of the overtime rate.

g. It is not intended that any of the foregoing provisions shall limit the number of days per week or shifts per day an establishment may operate.

h. All work done during the first hour of overtime on the regular work day will be paid for at straight time. All work done after completion of the first hour of overtime up to and including two (2) hours shall be paid for at the rate of time and one-half. All time worked more than ten (10) hours in any one day shall be paid for at double the regular rate.

All work done during the first eight (8) hours of work on Saturday will be paid for at time and one-half and double time thereafter.

The Employer may schedule a Tuesday through Saturday work week which will be paid for on the same basis as the regular Monday through Friday work week and Monday will be the overtime day to be paid on the same basis as Saturday in the regular work week. The Company will continue its normal method of following seniority in assigning the work week.

Double time will be paid for work performed on Sunday and on holidays as more fully explained at Article 12.

The Employer and the Union may mutually agree on a different work week schedule other than as set forth above.

i. Any employee who is called back to work after having completed his/her regular shift's work shall be compensated a minimum of four (4) hours of straight time pay or overtime pay for the actual time worked, whichever is greater.

j. The following will supersede any international or local overtime laws and regulations. Overtime will be distributed as equally as possible among all employees who regularly or customarily perform the classification of work in which the overtime is required. Refusals will be counted as time worked for purposes of equal distribution.

Laid off employees can claim work against the overtime records provided that the employee making the claim was regularly used during the twelve (12) months before making the claim, for the convenience of the company for vacation, sickness, funeral leave, jury duty or other approved absences.

In the overtime bumping system, transfers will take place only when the cancellation of overtime cannot be handled with direct bumping and it will only be allowed when the employees transferred are competent to perform the work transferred to. The foreperson and the Chairperson must agree on bumping and transfers at least one (1) day in advance of the transfer or the bumping.

k. Any question over the distribution of overtime shall be handled at once by the Department Manager and Union.

l. The Employer agrees to give at least one (1) hour notice prior to the end of the regular shift for any overtime more than one (1) hour which is required at the end of that regular shift.

m. Forepersons are not subject to the preferred shifts or starting time provisions of the Agreement.

ARTICLE 17 – SANITARY AND SAFETY CONDITIONS

a. Sanitary and safety conditions in Prepress Department shall be maintained in accordance with State and Federal Law. The Employer agrees to take reasonable measures to avoid oppressive heat or cold in the work areas covered by the Agreement.

b. The parties recognize the fact that certain physical difficulties can arise concerning the use of VDT terminals. Therefore, upon request of any employee, the Company and the Union will meet and discuss problems concerning VDT terminal eyestrain, appropriate breaks and other related physical difficulties. If a problem is not resolved, either the Union or the Department Manager can request a meeting involving management representatives and Union representatives for further analysis and resolution. If the matter is not successfully resolved, either party may request arbitration.

ARTICLE 18 – WORKING CONDITIONS

a. It is understood that the most senior employees will be given preferred shifts provided that the employee is qualified to perform the work on the shift chosen and provided that the Employer will always have the right to have sufficient qualified employees to perform the necessary work on all shifts at all times. All new employees will be trained on the shift of the Employer's choice. Training time will be a reasonable period with a maximum time of six (6) months, provided that additional time can be established by mutual agreement between the Company and the Union.

b. Any employee desirous of becoming familiar with all classes of work and the operation of any and all equipment in the Prepress Department must be given the opportunity by the Department Manager. The time chosen for such work shall be satisfactory to the Department Manager, who shall cooperate with the employee for the purpose of carrying out the intention of this provision.

ARTICLE 19 – JURY DUTY

When an employee receives notice of jury duty, he/she shall notify his/her supervisor at once. He/She will be given leave for such jury duty and will be made whole for loss of pay during that period. He/She will be considered a first shift employee and will report for work on the first shift whenever his/her jury duty does not conflict. Any reasonable rearrangement of work hours, and including re-shifting of other employees may be made. In making the employee whole, his/her wages will be computed as if he/she had worked on the first shift at straight time and be paid in full thereof, minus the amount evidenced by his/her jury check, exclusive of mileage allowance. A substitute will not be required to replace any employee on jury duty. In no event shall jury allowance be made in any one year to an employee for over two (2) weeks of such service; provided, however, that any employee who is assigned to a trial to continue beyond the two (2) weeks of such service may continue without loss of wages until the end of the trial assignment but in no event longer than five (5) additional work days. Whenever considered necessary by the Employer because of the needs of the business at the time or the difficulty of substituting for the employee, said employee will cooperate with the Employer in requesting and obtaining a postponement of said jury duty.

ARTICLE 20 – LEAVE OF ABSENCE

Upon adequate notice, leaves of absence without pay shall be granted for an employee to fulfill his duties if elected or appointed to serve the Local Union or its International Union. Service already accrued shall stand to his/her credit on his/her return to duty.

ARTICLE 21 – BEREAVEMENT LEAVE

Bereavement Leave with pay applies to all employees who have completed one or more years of service with the Company and, in the event of a death in the employee's immediate family, request time off to handle matters related to death and grieving.

“Immediate family,” for this Article, is defined as: parent, brother, sister, son, daughter, stepchild, stepmother, stepfather, mother-in-law, father-in-law, grandparent and grandchild.

In the event of a death in an employee's immediate family, an employee will be granted up to three (3) consecutive working days of pay for Bereavement Leave.

In the event of a death of an employee's spouse, an employee will be granted up to five (5) consecutive working days of pay for Bereavement Leave.

Bereavement Leave will be paid at the straight time rate that an employee was compensated at the time of the death of the family member.

ARTICLE 22 – PENSION PLAN

a. The Employer will contribute one dollar (\$1.00) per hour to the CWA/ITU Negotiated Pension Plan (hereinafter sometimes referred to as the Plan) for each “straight-time” shift worked by each Prepress Technician and Prepress Technician Trainee covered by this Agreement, including any eighth hour paid at straight time rates.

This obligation shall apply to a maximum of five (5) “straight-time” shifts in any one payroll week by any one employee to provide pensions on retirement, death benefits, and other related benefits for covered employees of the Employer and other contributing employers. Contributions shall be made for any shift for which an employee receives compensation (e.g. sick leave, vacations, holidays, disability insurance, bereavement leave, jury duty).

The Plan is jointly administered by the Trustees appointed in equal numbers by the Union and Employers under an Agreement and Declaration of Trust, and has been found by Internal Revenue Service to be entitled to exemption under the Internal Revenue Code.

b. 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, 1323 Aeroplaza Drive, Colorado Springs, Colo. 80916 no later than the 20th of the following month, together with reports on forms to be furnished by the Plan.

c. 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.

d. To the collection of any delinquent account shall be added one percent (1%) per month interest charge for each month delinquent, attorney's fees and suit costs incurred therein.

An account will be considered delinquent if payment is not received by the Trustees within sixty (60) days of the date it became due and the interest charges will be assessed retroactively to the due date.

e. The Employer agrees that in addition to the Union's right to enforce this Article, the trustees shall have the right in their discretion to take any 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 trustees shall have the right to collect reasonable attorney's fees and expenses incurred in connection therewith.

ARTICLE 23 – NON-DISCRIMINATION

The Employer and the Union reaffirm that they are pledged to policies of employing Prepress Technicians and Prepress Technician Trainees and dealing with employees based on ability, qualifications and performance, with no distinction in the assignment, training, promotion, layoff or compensation of employees because of race, creed, color, religion, gender, sexual orientation, national origin, age, disability (including those related to pregnancy or childbirth), ancestry, marital status, pregnancy, familial status, status with regard to public assistance, genetic information, membership or activity in a local human rights commission, membership in the Union, filing a grievance or other complaint in good faith to MackayMitchell Envelope Company or a public authority, status as a covered veteran or any other characteristic protected under local, state or federal statute, ordinance or regulation. The parties will continue their long-standing practice of observing non-discriminatory practices in the application and administration of the provisions of this Agreement.

The parties agree that all grievances alleging discrimination will be dealt with by the parties through the normal grievance procedure set forth in Article 11, up to the arbitration stage. If unresolved at that stage, the parties agree that the appropriate city, state or federal agencies will take exclusive jurisdiction over the matter. They will continue to retain exclusive jurisdiction, unless the agencies and the grievant(s) agree to return the matter to the parties and be bound by the final and binding arbitration provisions of Article 11.

The Parties agree that wherever a specific gender is used in this Agreement, that it is intended to apply equally to the other gender. Therefore, any reference to the male gender includes the female and any reference to the female gender includes the male. In keeping with the policy of non-discrimination, the parties agree that the names of the classifications are to be considered "gender neutral".

ARTICLE 24 – 401(K) PLAN

The Employer has agreed to make a 401(K) plan available to employees, provided there is no cost to the Employer (excluding usual and customary clerical costs that would be incurred by the Employer).

ARTICLE 25 – DUES DEDUCTION

The parties have agreed to allow members to have their Union dues withheld from their paychecks (dues checkoff) upon written authorization by the employee allowing the Employer to

do so. The Union shall defend, indemnify and hold harmless against all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer in compliance with the provisions of this Article.

ARTICLE 26 – CROSS UTILIZATION

Without regard to the “recognition” and “jurisdiction” language, (Arts. 2 & 4) when daily production requirements necessitate, bargaining unit employees may be temporarily assigned duties outside their manual jobs or bargaining unit. Likewise, Union employees outside the bargaining unit may be temporarily assigned to perform duties within the Typographical Department. Senior employees within the Typographical Department will have the right to refuse such assignments only when junior people with the requisite skills are available. Employees who have a physical restriction will not be required to perform duties beyond their physical abilities. When reassigning employees, from one bargaining unit to another, the Employer will not lay off employees in the “assigned to” bargaining unit.

When employees are temporarily assigned for 7.5 or more hours, they will receive their current pay rate or the rate for the position to which they are temporarily assigned, whichever is greater. When determining the pay rate for jobs with progressive wage rates, the beginning pay rate will apply, unless the employee has the requisite experience to qualify for a higher rate.

PARTIES TO THE AGREEMENT

It is agreed that the only parties to this Agreement are the Minnesota Newspaper and Communications Guild and the Employer. It is further agreed that the CWA’s approval of this Agreement as complying with its laws does not make it a party hereto.

[signature page follows]

IN WITNESS WHEREOF, the parties have entered their signatures on this Agreement on this 04 / 16 / 2024 (date).

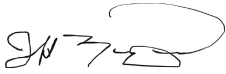
For MackayMitchell Envelope Company, LLC:



04 / 16 / 2024

Scott Mitchell, CEO

**For Minnesota Newspaper and Communications Guild
TNG-CWA, Local 37002:**



04 / 16 / 2024

Jeff Marquis, Union Representative

Emily L Johnson

04 / 16 / 2024

Emily Johnson, Union Representative



04 / 16 / 2024

Candace Lund, Executive Officer

LETTER OF AGREEMENT
Re: Training

The parties to the collective bargaining agreement in effect from September 1, 2004 through December 31, 2007, Minnesota Newspaper Guild/Typographical Union and MackayMitchell Envelope Company, LLC, hereby agree to the following:

1. In recognition of the need to provide on-the-job training opportunities on desktop publishing hardware and software, for Typographical Union bargaining unit employees employed at MackayMitchell Envelope Company, LLC, the parties agree that some of the training will be provided by the manager.

2. It is the intent of the parties that one of the manager's primary functions is to train employees to become proficient in new equipment and production processes.

3. While it is intended that the main purpose of this Letter of Agreement is to foster training of employees, it is recognized that production requirements necessitate that the manager will do production work until the training of employees is completed. The Employer recognizes that although the manager, as a manager and trainer, will be spending a significant amount of time performing bargaining unit work, this is not the Employer's intent for the future. As more bargaining unit members become trained, it is anticipated that will free the manager to do progressively less bargaining unit work and more work that is outside the scope of union jurisdiction.

4. It is expressly understood that this Letter of Agreement becomes null and void at the expiration of the main collective bargaining agreement. During the negotiation of a successor agreement, this agreement will remain in full force and effect.

5. The parties understand and agree that training is a shared responsibility of both the Employer and the employee. Employees who demonstrate aptitude and who wish to be provided additional training must first request training, in writing, specifying the type of training desired. Candidates for training must be willing to make reasonable adjustments in their hours and work schedules so that production requirements can be met to accommodate such training. The Chapel Chairperson, the foreperson, the manager and the individual involved will consult with each other to determine the least disruptive way training can be accomplished.

6. During the term of this Agreement, no qualified employee may be laid off while the manager is performing significant amounts of bargaining unit work that the employee is qualified to perform.

7. If the foreperson and the manager differ as to the qualifications, competency, or incompetency of employees performing computer work the manager's judgment will prevail.

8. This Letter will apply to only one (1) manager at any given time.

Dated: 04 / 16 / 2024 _____

For MackayMitchell Envelope Company, LLC:



Scott Mitchell

For Minnesota Newspaper and Communications Guild:



Candace Lund

LETTER OF AGREEMENT
Re: Impact of State/National Health Care Legislation

The parties agree that if either the State or Federal Governments pass Health Care legislation that either mandates coverage different from that which is provided under the parties' collective bargaining agreement or provides significant cost savings, the parties will reopen their collective bargaining agreement for the limited purpose of negotiating how such changes will be incorporated into the Agreement.

Dated 04 / 16 / 2024

For MackayMitchell Envelope Company, LLC:



Scott Mitchell

For Minnesota Newspaper and Communications Guild:



Candace Lund

LETTER OF AGREEMENT
Re: M-Print

All small M-Print work orders (10,000 units or less) may be performed outside of the bargaining unit.

Dated 04 / 16 / 2024

For MackayMitchell Envelope Company, LLC:



Scott Mitchell

For Minnesota Newspaper and Communications Guild:



Candace Lund

LETTER OF AGREEMENT
Re: Posting of Earnings

In instituting the dues deduction system as part of the bargaining agreement, there no longer is a need to post employees' earnings for dues collection purposes. In recognition thereof, the parties hereby agree that the Union will no longer post employees' earnings or dues. Any member is entitled to receive from the Union all information regarding his/her dues (including monthly earnings of that individual) through the Union office.

Dated 04 / 16 / 2024

For MackayMitchell Envelope Company, LLC:



Scott Mitchell

For Minnesota Newspaper and Communications Guild:



Candace Lund

LETTER OF AGREEMENT
Re: Dues Deduction

The Employer agrees to deduct each week from the wages of the employees covered by this Agreement such Union dues as the Union advises the Employer are owing from such employees, and to remit such monies to the Union representative no later than the payday following the last Saturday of each month. Provided, however, that the Employer will make such deductions from the wages of the employees who submit to the Employer written authorization to do so. Said authorization shall be irrevocable for a period in excess of one (1) year, unless it is revoked by written notice not sooner than twenty (20) days nor longer than ten (10) days prior to the expiration of this Agreement, to both the Employer and Union by registered mail.

Authorizations filed hereunder shall be in the following form:

Dues Authorization Form

Minneapolis, MN

Date of Authorization

I hereby authorize and direct MackayMitchell Envelope Company, LLC to deduct from any salary or other earnings standing to my credit on its books at the end of each full payroll week following the date of this authorization the amount of current dues payable by me to the Minnesota Newspaper and Communications Guild during such calendar month according to the certified schedule filed by the Union with MackayMitchell Envelope Company, LLC.

I further authorize and direct MackayMitchell Envelope Company, LLC to remit all sums so deducted to the Minnesota Newspaper and Communications Guild.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one (1) from the date appearing above or until the termination of the collective bargaining agreement between yourself and the Union, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective bargaining agreement between yourself and the Union, whichever period shall be shorter, unless written notice of its revocation is given by me to yourself not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between yourself and the Union, whichever occurs sooner. Such notice of revocation shall become effective for the payroll week following the week in which you receive it.

I agree to save MackayMitchell Envelope Company, LLC harmless against any and all claims and liability for or on account of the deductions made from my salary or other earnings and remitted to Minnesota Newspaper and Communications Guild pursuant to the terms of this authorization.

Full Signature of Employee

Signature of Witness


Dated 04 / 16 / 2024

For MackayMitchell Envelope Company, LLC:



Scott Mitchell

For Minnesota Newspaper and Communications Guild:



Candace Lund

ADDENDUM
Absentee/Tardiness and Drug/Alcohol Policies

ATTENDANCE POLICY

PURPOSE

The success of our Employer is based on employees reporting to work regularly and on time. Management recognizes its responsibility in helping employees improve their attendance. While illness or other compelling reasons sometimes necessitate absence or tardiness from work, the employee is responsible for reporting such occurrences to his/her department supervisor or the alternate designated to accept such calls.

All absences and/or expected tardiness must be reported prior to the employee's scheduled starting time. The following policy is fair and consistent, and was developed with the joint cooperation of both labor and management. All employees are expected to familiarize themselves with this policy. Any questions should be directed to your supervisor or the Human Resources Department.

DEFINITIONS

There are four (4) types of occurrences.

- No-Call-No-Show
- Late Reported Absence
- Absence
- Tardy/Early Out

NO-CALL-NO-SHOW

Shall be classified as such when the employee fails to notify the Employer of their intended absence.

LATE REPORTED ABSENCE

Shall be classified as such when an employee fails to notify the Employer of their intended absence at least thirty (30) minutes prior to the employee's scheduled starting time. Unless allowed under the Minneapolis Sick and Safe Time Ordinance ("SST") and the employee has not used all SST in that calendar year, an employee having a late reported absence will be charged with one (1) absence occurrence and one (1) tardy occurrence.

REPORTED ABSENCE

Unless allowed under the SST and the employee has not used all SST in that calendar year, shall be classified as such when the employee requests to be absent in advance or notifies the Company no later than thirty (30) minutes prior to the employee's scheduled starting time.

TARDY / EARLY OUT

Unless allowed under the SST and the employee has not used all SST in that calendar year, tardy, shall be classified as such when the employee is late at the employee's scheduled starting time. Early out, shall be classified as such when the employee clocks out prior to the end of the scheduled shift. Failure to punch in or out will be treated as an occurrence under this system.

EXCEPTIONS

Absences that are approved by the Company in advance are not subject to this policy. This includes Company declared "weather emergency" or "local disaster." In addition, absences under the SST (up to each employee's annual SST limit) are not subject to discipline under this policy.

- School / Daycare: to pick up an ill / injured child or unable to admit to daycare or school due to illness. The school or daycare provides documentation within two (2) weeks.
- School Conferences/Activities (16 hours per year.)

*Falsification of any document may result in suspension or termination.

-- **CORRECTIVE ACTION** --

NO-CALL-NO-SHOW

- | | |
|----------------------------|--|
| 1 st Occurrence | WRITTEN WARNING (Human Resources) |
| 2 nd Occurrence | WRITTEN WARNING and 5-WORKDAY SUSPENSION (Human Resources) |
| 3 rd Occurrence | TERMINATION (Human Resources) |

ABSENCES

- | | |
|---------------|--|
| 3 Occurrences | VERBAL WARNING, COUNSELING AND REVIEW OF ATTENDANCE POLICY (Human Resources) |
| 4 Occurrences | WRITTEN WARNING (Human Resources) |
| 5 Occurrences | WRITTEN WARNING AND 5-WORKDAY SUSPENSION (Human Resources) |
| 8 Occurrences | TERMINATION (Human Resources) |

TARDY/EARLY OUT OR LATE REPORTED ABSENCE

4 Occurrences	VERBAL WARNING, COUNSELING AND REVIEW OF ATTENDANCE POLICY (Human Resources)
6 Occurrences	WRITTEN WARNING (Human Resources)
8 Occurrences	WRITTEN WARNING AND 5-WORKDAY SUSPENSION (Human Resources)
9 Occurrences	TERMINATION (Human Resources)

Note: Each occurrence will count as a separate occurrence. An employee having an extended absence must report such absence each day unless a “prior” leave of absence has been requested.

DOCUMENTATION

All absences, tardies or early outs will be recorded on the employee’s attendance record. Individual attendance information will be maintained by the Human Resources Department.

IMPLEMENTATION

Occurrences will drop off at monthly intervals on a 12 month rolling period.

Absences and tardiness from overtime assignments will not be part of this policy. Failure to work such overtime as assigned will subject the employee to discipline under the “just cause” provisions of the contract. The parties agree that such assignments must be made in accordance with the notice requirements found in Article 9 of the Collective Bargaining Agreement and that in the event there is a dispute, employees pursuant to Article 16, are required to work the overtime as assigned and then grieve it.

NOTE: The Employer may relax the standards or requirements of this policy, or grant leniency with respect to discipline under this policy, if it concludes that such action is warranted under individual circumstances. Such leniency, in any given case, shall not require the Employer to extend similar leniency in any other case.

DRUG AND ALCOHOL POLICY

OVERVIEW

Policy Statement

Alcohol, cannabis and drug abuse can harm employees’ health, personal lives and professional performance. On the job, alcohol, cannabis and drug abuse can impair performance of essential job functions – for example, coordination, judgment, concentration, vision, efficiency and productivity – and often it is a critical factor in workplace accidents. Accordingly,

MackayMitchell Envelope Company takes steps to address and eliminate alcohol, cannabis and drug abuse that affects employment.

The Company is authorized by law to issue a written policy covering all employees (excluding Commercial Motor Vehicle (CMV) Drivers) which: 1) prohibits the misuse of alcohol, cannabis or drugs in connection with employment, and 2) requires testing in specified circumstances.

In light of these safety and welfare concerns, and in compliance with applicable state laws and regulations, the Company has adopted this Drug and Alcohol Testing Policy prohibiting the use, possession, sale or distribution of alcohol, cannabis and drugs in connection with employment. Pursuant to this Policy, the Company requires employees, as a condition of employment, to undergo drug, alcohol and, in certain circumstances, cannabis testing.

This Policy is comprised of both state law requirements and independent Company policies. Unless indicated otherwise, the Policy provisions apply to circumstances in which employees are engaged in any work tasks, are present on Company or customer premises or are operating or riding in any vehicles in the Company's service.

As a condition of employment, every employee is required to read, acknowledge written receipt of, participate in and abide by this Policy.

DEFINITIONS

Policy Terms

Applicant(s) refers to all individuals applying for employment with the Company in a Non-CMV Driver position.

Cannabis refers to cannabis flower, as defined in Minn. Stat. § 342.01, subd. 16, cannabis products, as defined in Minn. Stat. § 342.01, subd. 20, lower-potency hemp edibles, as defined in Minn. Stat. § 342.01, subd. 50, and hemp-derived consumer products, as defined in Minn. Stat. § 342.01, subd. 37.

Company Business refers, but is not limited to, performing any work tasks, being present on Company or customer premises or operating or riding in any vehicle in the Company's service.

Driver refers only to non-CMV Drivers who are driving a vehicle in the course of business for the Company.

Drug refers to a controlled substance, or immediate precursor in Schedules I through V of Minn. Stat. § 152.02, and does not include distilled spirits, wine, malt beverages, intoxicating liquors or tobacco.

Employee(s) refers to any and all persons employed by the Company in non-CMV Driver positions.

Policy refers to this Drug and Alcohol Testing Policy.

Refusing to be Tested refers to: 1) failing to provide an adequate urine specimen for a drug test without a valid medical explanation, 2) failing to submit to a test as directed, or 3) engaging in conduct

which obstructs the testing process including, but not limited to, leaving the scene of an accident without a medical reason or safety purpose, not showing up for testing at the time directed without excuse, tampering with a urine or blood specimen*, tampering with a testing device, failing to follow Company procedures, failing to cooperate with law enforcement officials or failing to advise the Company when a post-accident test is conducted by law enforcement officials.

*In cases where a blood sample cannot be gathered, an oral fluid sample may be obtained.

Safety-Sensitive refers to those duties, positions and/or functions performed by employees wherein impairment caused by alcohol, cannabis or drug use would threaten the safety and/or health of any person.

Significant Property Damage refers to damage that, at the time of the incident, is reasonably believed by the Company to exceed: Minnesota - \$300.00.

PROHIBITED ALCOHOL, CANNABIS AND DRUG USE AND ACTIVITIES

This Policy prohibits the following conduct:

Consumption, Possession or Use of Alcohol

Unless permitted in accordance with the Exceptions to General Rules below, employees cannot consume (during or within the four (4) hour period preceding) or possess alcohol, or test positive with an alcohol concentration of 0.04 percent or greater, in the course of: 1) reporting for or remaining on duty, 2) performing (or being about to perform) any work tasks including, but not limited to, safety-sensitive duties, 3) being on the Company's or a customer's premises, or 4) operating or being transported in a vehicle used in the service of the Company.

Consumption, Possession or Use of Cannabis

Unless permitted in accordance with the Exceptions to General Rules below, employees cannot consume, use, possess, sell, transfer or be impaired by cannabis in the course of: 1) reporting for or remaining on duty, 2) performing (or being about to perform) any work tasks including, but not limited to, safety-sensitive duties, 3) being on the Company's or a customer's premises, or 4) operating a Company vehicle, machinery or equipment used in the service of the Company.

Consumption, Possession or Use of an Illegal Drug

Unless permitted in accordance with the Exceptions to General Rules below, employees are prohibited from consuming, using, selling, transferring, possessing, and/or testing positive for: 1) illegal drugs as defined by this Policy, 2) prescribed drugs that are being used or possessed illegally, or 3) prescribed drugs that could adversely affect the ability of the employee to perform his or her job safely. Employees are further prohibited from selling, buying, soliciting to buy or sell, transporting or possessing illegal drugs.

Refusal to Submit to Testing

Employees cannot refuse to be tested as required under this Policy and must cooperate and refrain from interfering with such tests. If required to take a post-accident or reasonable suspicion alcohol, cannabis or drug test, employees must refrain from using alcohol, cannabis or drugs for a period of up to eight (8) hours after the accident or until the post-accident test has been performed, unless an employee provides a note from a licensed medical professional stating that he/she was required to use prescription medication. The Company is not financially responsible for any costs associated with an employee's or applicant's refusal to be tested.

Exceptions to General Rules

The only exceptions to these prohibitions of alcohol possession and use allow employees to possess or consume alcohol during: 1) Company-sponsored events for the Company's customers, 2) conventions

for sales staff during which they are working and soliciting sales, 3) trade association activities, and 4) occasional Company sanctioned and sponsored functions. On such occasions, however, all employees are required to act responsibly and within legal limits and to exercise prudence in the amount of alcohol they consume. This exception is inapplicable when an employee is scheduled to work (or does work) within four (4) hours of the above-listed event, convention, activity or function.

Employees are permitted to use drugs at the instruction of a physician, provided the employee supplies the Company with copy of the written instruction stating that the use of that particular drug would not adversely affect the employee's ability to perform his/her job duties.

CANNABIS DISCLAIMER

Unless otherwise required by state or federal law, the Company will not request or require a job applicant to undergo cannabis testing solely for the purpose of determining the presence or absence of cannabis as a condition of employment. Also, unless otherwise required by state or federal law, the Company will not refuse to hire a job applicant solely because the job applicant submitted to a lawfully administered cannabis or drug and alcohol test and the results of that test indicate the presence of cannabis.

The limitations on cannabis testing set forth in this Policy do not apply to job applicants for, and employees in, the following types of positions:

§ Safety-sensitive positions, as defined in Minn. Stat. § 181.950, subd. 13

§ Positions requiring a Commercial Driver's License (CDL) or requiring an employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing of a job applicant or employee

§ Positions of employment funded by a federal grant

§ Any other position for which state or federal law requires testing of a job applicant or an employee for cannabis

TESTS REQUIRED

Employees or applicants must submit to the following types of tests:

1) Pre-Employment Testing

All applicants must undergo testing for drugs (not including cannabis, except as noted in the Cannabis Disclaimer above), after a conditional offer of employment has been made, and the Company must receive a verified negative test result from the Medical Review Officer (MRO) before the first time they are placed on duty, perform any work tasks, enter or remain on the Company's or a customer's premises (except to process an application) or operate or be transported in a vehicle used in the service of the Company (except to be transported home or to a testing or rehabilitation site facility).

All offers by the Company to hire, assign or transfer an applicant are conditioned upon the applicant: 1) executing an Acknowledgement of Receipt, Review and Understanding of the Drug and Alcohol Policy, which includes a general consent and release to be tested for drugs, alcohol and, in certain circumstances, cannabis, 2) taking and passing any required drug, alcohol and, in certain circumstances, cannabis tests, and 3) complying with other conditions or requirements of the Company. Failure to abide by the above conditions will result in the applicant's ineligibility for employment with the Company.

2) Post-Accident Testing

Employees will be tested as soon as possible after involvement in any work-related vehicular or other accident involving serious personal injury or after he/she has caused a work-related accident or was operating or helping to operate machinery, equipment or vehicles in a work-related accident. The Company will administer alcohol, cannabis and drug tests to each employee involved in the accident, irrespective of fault in connection with the accident. An accident of this caliber, by itself, provides reasonable suspicion.

Employees subject to post-accident testing must remain available after the accident for testing or they will be deemed to have refused to be tested. Such employees must submit to a post-accident test as soon as possible, especially in cases involving human fatality. In addition, employees must refrain from using alcohol, cannabis or drugs for a period of up to eight (8) hours after the accident or until the post-accident test has been performed, unless an employee provides a note from a licensed medical professional stating that he/she was required to use prescription medication.

3) Reasonable Suspicion Testing

The Company will conduct reasonable suspicion drug and/or alcohol tests if it has reasonable suspicion that an employee is under the influence of drugs or alcohol. For purposes of reasonable suspicion testing, cannabis is considered a "drug" for employees working in any of the types of positions exempted from the Cannabis Disclaimer above.

For all employees, the Company will conduct reasonable suspicion drug, cannabis and/or alcohol testing when it has reasonable suspicion that an employee is violating the Company's written work rules prohibiting the use, possession, sale or transfer of drugs, cannabis or alcohol while the

employee is working, on the employer's premises or operating the Company's vehicle, machinery or equipment. Reasonable suspicion for drugs (including cannabis for positions exempted from the Cannabis Disclaimer above) or alcohol will also exist when an employee's appearance, behavior, speech, body odors or other objective indication of the use or withdrawal effects of use of alcohol or drugs are present.

Employees selected for reasonable suspicion testing will be required to report to the test site immediately upon notification. (Testing may be conducted on or off-site by the 3rd Party Service Provider, depending on location.) The Company will secure transportation for the employee to and from the off-site test site. The Company reserves the right to take any means appropriate to prevent the employee from driving his or her personal vehicle including, but not limited to, contacting appropriate law enforcement personnel and imposing discipline.

An employee who is required to take a reasonable suspicion drug, cannabis and/or alcohol test will be placed on non-disciplinary suspension with pay while awaiting the verified reasonable suspicion test results. If a reasonable suspicion determination of drug, cannabis or alcohol use is made, the employee will not be allowed to perform any work duties until obtaining a negative result.

4) Return-to-Duty Testing

The Company is not obligated and, by the inclusion of this Policy provision, does not undertake or commit to any obligation under this Policy, to reinstate or rehire any employee who commits conduct in violation of this Policy or state law.

Employees who have engaged in conduct prohibited by this Policy, including receiving a positive drug or alcohol test, refusing to test, adulterating or substituting a urine specimen or otherwise failing to cooperate with testing procedures, are subject to alcohol or drug testing before returning to work. An employee may also be required to execute a "Last Chance Agreement," acknowledging that any other behavior in violation of the Policy (or other employment requirements) will necessitate his/her immediate discharge from employment. Return-to-duty tests will be administered after the Substance Abuse Professional (SAP) has determined that the employee has successfully complied with prescribed education and/or treatment. In addition, in order to return to work: 1) Twenty-four (24) hours must have elapsed since the positive test or other violation, 2) alcohol tests must indicate an alcohol concentration of less than 0.04, and 3) drug tests must indicate a verified negative result for any use of drugs.

5) Follow-up Testing

The Company is not obligated and, by inclusion of this Policy provision, does not undertake or commit to any obligation under the Policy, to reinstate or rehire any employee who violates this Policy or state or federal law.

Employees who have previously tested positive for alcohol, cannabis or drug use, or have submitted to voluntary or other referral for assistance to resolve problems associated with alcohol or cannabis misuse and/or use of drugs, are subject to unannounced follow-up alcohol, cannabis and/or drug tests.

Follow-up tests will be performed for up to two (2) years following completion of an employee's rehabilitation program.

PROCEDURES FOR TESTING

All testing procedures will be conducted in compliance with applicable federal and state laws and regulations, including specimen collection, laboratory testing and communication of results. Laboratories utilized by the Company shall be federally and/or state certified and otherwise compliant with applicable regulations and standards.

All specimen collection, analysis and laboratory procedures shall be conducted in accordance with applicable state law. This includes, among other things: 1) a strict Chain-of-Custody procedure to ensure that the employee's specimen is not tampered with, 2) the use of a state certified laboratory, 3) the confirmation of an initial positive drug screen by a second analysis, and 4) the confirmation of an initial positive alcohol screen by a second analysis.

To further facilitate the integrity and accuracy of each test, the Company will provide the employees with written and/or oral instructions regarding the specific test before each testing event. The Company considers all such instructions to be a part of this Policy. Employees who refuse or otherwise fail to comply with all such instructions will be subject to disciplinary action, up to and including discharge. Relevant portions of these regulatory testing requirements are summarized below.

Drug and Cannabis Testing

All drug and cannabis tests conducted under this Policy require the employee to provide a specimen of his/her urine. When conducting drug or cannabis tests, the designated testing service provider will test urine specimens for cannabis (where applicable), cocaine, ecstasy, heroin, opiates, amphetamines, phencyclidine and other drugs which testing may be required or authorized under law. Where required by state law, the employee will also be given the appropriate medical disclosure form prior to collection. The Company has designated one or more collection sites to collect, store and transport urine specimens.

The Company will use a "split urine specimen" testing procedure. Under this procedure, the specimen from a single test is divided into two portions. If the test on the first portion is confirmed positive, the employee can request within five working days of notification of a positive result, and at his/her own expense, that the second portion be tested for presence of the substance(s) found in the first specimen. The Company may implement any actions required by this Policy while the second (confirmatory) test is being processed.

When the laboratory completes testing, it will report the test results to the Company's Medical Review Officer (MRO) within an average of three (3) working days of the laboratory's receipt of the specimen. The MRO will analyze the testing procedures and results and certify that the test results are positive due to use of prohibited drugs and/or adulterated and/or substituted specimen. Any adulteration and/or substitution is treated the same as a refusal to test (i.e., a Policy violation) under the Consequences of Engaging in Prohibited Conduct, Testing Positive for Alcohol, Cannabis or Drugs, Receiving Low Level Alcohol Test Results, Being Under Reasonable Suspicion of Alcohol Use and Refusing to Submit to Testing sections of this Policy, for purposes of follow-up actions and discipline. Before making a final decision to verify a

positive, adulteration or substitution test result, employees will be given the opportunity to provide an explanation to the MRO for the test result.

If laboratory test results indicate that a negative drug test was diluted, the Company will direct the employee to take another test immediately.

Alcohol Testing

The employee must provide a urine, blood or, in some circumstances, oral fluid specimen as required by state and/or federal law. Alcohol tests will be performed in compliance with applicable law including, but not limited to, state law licensure and certification requirements for testing laboratories.

Alcohol tests will be performed by Screening Test Technicians (STTs) as allowed or required by applicable state regulations, with an Alcohol Screening Device (ASD). Alcohol tests will be conducted in an area that affords privacy to employees, except in unusual circumstances which require tests to be performed in a less private location, such as the scene of an outside accident.

Confirmatory Tests

The STT will conduct a confirmatory test, if required by federal or state requirements. If the results from the initial and confirmatory tests differ, the confirmatory test results will control. All blood specimens will be confirmed using a “split-specimen” testing procedure.

NOTIFICATION OF TEST RESULTS

The Company will notify employees and applicants of verified negative and positive test results and of their right to explain a positive test. Employees or applicants with positive results may then: 1) submit any information they believe will serve to explain the positive results or the reliability thereof (within three (3) working days of notification), 2) request a confirmatory re-test of the original sample (within five (5) working days of notification), or 3) request a copy of the test results report.

LIMITED ACCESS TO TEST RESULTS AND TESTING RECORDS

The testing laboratories and personnel that the Company uses to perform alcohol, drug and cannabis tests will limit access to testing records and results as required by federal and state laws, except that the MRO, the Company and insurance company personnel and agents with a need to know such information in the performance of their duties will have access to such records and results. Disclosure may also be made as otherwise permitted or required by law.

CONSEQUENCES OF ENGAGING IN PROHIBITED CONDUCT; TESTING POSITIVE FOR ALCOHOL, CANNABIS OR DRUGS; RECEIVING LOW LEVEL ALCOHOL TEST RESULTS; BEING UNDER REASONABLE SUSPICION OF ALCOHOL USE; REFUSING TO SUBMIT TO TESTING

Prohibited Conduct/Positive Test Results

If an applicant fails a drug test under this Policy, the Company will withdraw any offer of employment, even if the applicant’s provisional employment has begun.

Employees violating the Prohibited Alcohol, Cannabis and Drug Use and Activities section of this Policy (including testing positive for a drug or cannabis or receiving alcohol test results showing alcohol concentration of, at least, 0.04), will be removed from all work duties. After removal from work duties, such employees will not be allowed to return to duty until after, at least, twenty-four (24) hours have passed and after passing a return-to-duty alcohol, cannabis and/or drug test. Once back on duty, such employees will be required to pass unannounced follow-up alcohol, cannabis and/or drug tests.

In addition to the preceding consequences, any other employee who violates this Policy, tests positive for a drug or shows alcohol concentrations of 0.04% or more will be subject to disciplinary action, up to and including discharge (subject to the following limitation) and will not be paid for any period he/she is removed from duty as a consequence of such violation or positive test.

The Company, however, will discharge an employee based on the first positive alcohol, cannabis or drug test for that employee only if: 1) the employee has been given a chance to participate, at the employee's expense, in an appropriate rehabilitation program, and 2) has either refused to participate in or has failed to successfully complete the program. For purposes of this provision, the Company will determine the appropriate counseling or rehabilitation program after consultation with an appropriate chemical use

counselor or specifically trained physician. In addition, employees will not be allowed to return to duty until: 1) at least twenty-four (24) hours have passed, 2) the employee has passed a return-to-duty alcohol, cannabis and/or drug test, 3) the employee has cooperated with and commenced any Company referrals and treatment or rehabilitation recommendations to the Company's satisfaction, and 4) appropriate discipline has been imposed. In addition, once back on duty, employees will be required to pass unannounced follow-up alcohol, cannabis and/or drug tests, consistent with the SAP's evaluation (SEE Tests Required section of this Policy).

Employees will bear the costs of referral, treatment or rehabilitation under this provision, unless such services are routinely (and without additional cost to the Company) covered by existing insurance programs, or if state law requires otherwise. Applicants who refuse to submit to or fail a pre-employment drug test are not eligible for such referral, treatment or rehabilitation assistance.

Suspected Impairment

If the Company suspects an employee of cannabis (for employees in positions exempted from the Cannabis Disclaimer section), drug or alcohol use, the employee shall be removed immediately from work duties until a reasonable suspicion test is performed.

Refusal to Submit to Testing

An employee's refusal to submit to testing as permitted by law shall constitute a violation of this Drug and Alcohol Policy and shall be treated as a resignation of employment.

A refusal or alleged inability to produce a full urine, blood or saliva sample for a legally permitted test, in the absence of a legitimate and satisfactory medical explanation confirmed by a licensed physician, shall constitute a refusal to submit to testing under this Policy, for purposes

of follow-up actions and discipline. In such cases, the Company also reserves the right, at its sole option, to require that a lawful alternative alcohol/drug testing method including, but not limited to, a blood test, where appropriate, be immediately utilized as a testing procedure.

A verified test result of specimen adulteration or substitution shall be considered a refusal to submit to testing under this Policy, for purposes of follow-up actions and discipline. Interfering with the collection procedure, not immediately reporting to the collection site, failing to remain at the collection site until the collection process is complete or leaving the scene of accident without a valid reason before tests have been conducted, also shall constitute a refusal to submit to testing under the Policy, for purposes of follow-up actions and discipline.

PRESCRIPTION DRUGS AFFECTING SAFETY

An employee who is taking any drug or medication that may affect his/her ability to work safely is responsible for informing his/her supervisor/manager or other member of Company management before beginning work. An employee who is deemed to be incapable of working safely will not be permitted to work and will be subject to disciplinary action, including termination of employment, if such notice has not been provided.

NOTICE OF NO EXPECTATION OF PRIVACY IN CONNECTION WITH EMPLOYMENT SEARCHES AND INVESTIGATIONS

The Company reserves the right to investigate and to interview employees in the course of implementing and enforcing this and other Company policies, and:

§ To require truthful answers to inquiries in connection with such investigations and interviews

§ To conduct searches of employee's persons, vehicles, workstations and locations, clothing, purses, briefcases, luggage, personal items, other possessions, documents and any and all other articles within their possession or control while employees are on duty, on Company or customer property or while being transported in a commercial motor vehicle or any other vehicle used, at that or any other time, in the service of the Company

§ To conduct the tests provided for in this Policy

The Company may, in its sole discretion, seize any items which it deems to represent possible evidence of a violation of this Policy, other Company policies, or state or federal law. An employee's refusal to submit to investigations, interviews, searches and seizures, or to required tests, may lead to disciplinary action up to and including discharge.

COMPANY CONTACT FOR QUESTIONS ABOUT THIS POLICY

Questions regarding the Drug and Alcohol Testing Policy and the Company's alcohol, cannabis and drug testing procedures should be directed to Human Resources.

RELEASE OF TEST RECORDS

The Company will not release information regarding employee alcohol, cannabis and drug tests, except as prescribed in the Limited Access to Results and Testing Records section. Upon written

request, any employee may obtain copies of records regarding his/her own violations, tests, discipline and follow-up actions under this Policy.

INFORMATION CONCERNING THE EFFECTS OF ALCOHOL, CANNABIS AND DRUGS

As part of this Policy, on any employee's request, the Company will provide: 1) information concerning the effects of alcohol, cannabis and drug use on an individual's health, work and personal life, 2) information concerning signs and symptoms of an alcohol, cannabis or drug problem (the employee's or co-worker's), 3) information addressing available methods of intervening when an alcohol, cannabis or drug problem is suspected, including confrontation, and 4) referral information to any Employee Assistance Program (EAP) and/or referral to management.

Dated 04 / 16 / 2024

For MackayMitchell Envelope Company, LLC:



Scott Mitchell

For Minnesota Newspaper and Communications Guild:



Candace Lund
