

AGREEMENT

BETWEEN

DIAMOND PRINTING COMPANY  
611 N. Third St.  
Memphis, Tn. 38107

AND

COMMUNICATIONS WORKERS OF AMERICA  
LOCAL 3806  
MEMPHIS, Tn.

Effective  
**October 30, 2017 THRU October 30, 2020**

THIS AGREEMENT made and entered into this 30<sup>th</sup> day of October, 20 17 by and between Diamond Printing (thereafter sometimes referred to as the "Employer") through its authorized representatives Communications Workers of America Local No. 3806 (thereafter sometimes referred to as the "Union") by its officers or a committee duly authorized to act in its behalf shall be effective October 30<sup>th</sup>, 20 17, and ending October 30<sup>th</sup>, 20 20.

If an agreement has not been reached by the day upon which this agreement expires, the terms and conditions of this agreement shall remain until a new one is reached or other action is authorized by the Printing, Publishing and Media Workers Sector, CWA, or by the employer signatory thereof.

### RECOGNITION

1.01. The Employer hereby recognizes the Union as the exclusive bargaining representative of all employees of the Employer, wherever the work is performed.

### JURISDICTION

2-01. Jurisdiction of the Union shall consist of all productive and maintenance work whether performed by currently or normally used processes and equipment or by new or modified processes or equipment, including all work functions normally or presently performed by all employees covered by this Agreement; any work requiring similar skills or the performing of similar functions as that normally or presently being performed, and any other work which may from time to time be assigned, and all such work shall be performed only by employees covered by this Agreement and the appropriate unit for collective bargaining shall conspoycees performing and and all of the above such work.

### PURPOSE OF AGREEMENT

3-01. It is the the intent and purpose of the parties hereto that this Agreement shall promote and improve industrial and economic relationship between the Employer and the Union and the employees of the Employer and to set forth herein rates of pay, hours of work, and other terms and conditions of employment to be observed by the parties herto.

### GENERAL LAWS/RULES

4-01. It is understood and agreed that the General Laws of the Printing, Publishing and Media Workers Sector/Communications Workers of America in effect at the time of signing this agreement, not in conflict with law or this agreement, shall govern relations between the parties on conditions not specifically enumerated herein.

4-02. Nothing contained herein shall be construed to interfere in any way with the creation or operation of any rules not in conflict with law or this agreement by any chapel or by the Union for the conduct of its own affairs.

4-03. Each employee covered by this Agreement will, on the 31<sup>st</sup> day following commencement of employment or following the effective or execution date of this Agreement, whichever is later, as a condition of employment during the term of this Agreement, become and remain a member of the Union to the extent of tendering to the Union the periodic dues uniformly required for retention of membership in the Union.

4-04. The Employer and the Union will comply with applicable laws regarding non-discrimination in employment.

4-05. All employees newly hired or rehired after termination of their employment shall be regarded as probationary employees until completion of thirty (30)-calendar days.

4-06. The Employer agrees to deduct each week from the wages of the employees covered by this Agreement such Union dues and fees as the Union certifies to the Employer from such employees. 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 later than ten (10) days prior to the expiration of such one (1) year period, to both the Employer and the union by registered mail. The Union will provide to eligible employees the dues check-off authorization form which shall be used by employees authorizing the deduction provided for by this section. Amounts so deducted shall be paid over to the Union no later than the fifth day of the following month in which the deduction is made, and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

4-07. The employer agrees to deduct and transmit to CWA Political Action Fund (PAF), from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by PPMWS/CWA Local 3806. Those transmittals shall occur for each payroll period and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

### STRUCK WORK

5-01. 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 Printing, Publishing and Media Workers Sector/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.

## PICKET LINE

6-01. No employee covered by this agreement shall be required to cross a picket line established because of an authorized strike by any local union of the Printing, Publishing and Media Workers Sector/Communications Workers of America.

## GRIEVANCE PROCEDURES

7-01. A standing committee of one representatives appointed by the Employer, and a like committee of one representatives appointed by the Union, shall be maintained; and in case of a vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his place. To this Joint Standing Committee shall be referred all disputes which may arise as to the construction to be placed upon any clause of the agreement, except as provided otherwise herein. or alleged violations thereof, which cannot be settled otherwise, and such Joint Standing Committee shall meet when any question of difference shall have been referred to it for decision by the executive officers of either party to this agreement. Should the Joint Standing Committee be unable to agree, the grieving party may refer the dispute to arbitration under the rules of the American Arbitration Association. The arbitrator may not add to, amend or in any way alter this Agreement; rather, the arbitrator's authority is limited to the interpretation and application of this Agreement. The parties agree that the arbitrator's decision is final and binding. Each party shall bear their own expenses of arbitration and evenly share the cost of the arbitrator and hearing room (if off the Employer's premises). Provided further: That local union laws not affecting wages, hours, or working conditions and the Printing, Publishing and Media Workers Sector/Communications Workers of America shall not be subject to arbitration. The interpretation of said General Laws is the exclusive right of the Printing, Publishing and Media Workers Sector/Communications Workers of America.

7-02. In the event of a difference arising between the parties hereto, all work shall continue without interruption and the wages, hours and working conditions prevailing prior to any action or circumstance which results in a dispute shall be immediately reinstated and maintained until a decision is reached.

## OVERTIME RATE-WORKWEEK

8-01. All work performed in excess of 8 hours a day and/or 40 hours in any week shall be paid for at one and one-half (1 1/2) time the employee's regular rate. In weeks in which a holiday occurs or is celebrated Monday through Friday, time and one-half shall be paid for all hours worked in excess of thirty (30) hours. Any differences of opinion that might arise between the parties over the application and enforcement of such provisions shall be subject to the grievance procedures provided for elsewhere in this agreement..

8-02. No employee covered by this agreement shall be required or permitted to hold a situation of more than five shifts or less than five shifts in one financial week. When any employee is required to work on a regular off day or off-night, or the sixth or seventh shift in any financial week, he/she shall be paid the overtime rate for such work.

## LUNCH PERIOD

9.01. A lunch period of 30 minutes, to be determined by mutual agreement in each shop, shall be allowed. Such time shall not be included in the number of hours specified for a day's or night's work.

9.02 The Employer agrees to provide two ten (10) minute paid break periods which shall remain in effect for the duration of this Agreement. One break will be given between the start of the shift and the lunch period, and one between the lunch period and the end of the shift.

## HOLIDAYS

10.01 All work performed on Sundays shall be paid for at double price based on the hourly wage paid the individual employee. All work performed on a holiday shall be paid for at double price plus a regular day's pay. The recognized holidays are: Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve and Christmas day, New Year's Eve and New Year's day, and Good Friday, or days legally observed as such. The holiday shall begin at 12:01 A.M. on the holiday or day legally observed as such and continue for the succeeding 24 hours. All employees scheduled to work on the above-named holidays shall receive straight-time pay when not required to report. When a holiday falls on an employee's normal day off he shall be given another day off on a date mutually agreed to. If production requirements prevent the granting of such additional day off the employee shall be paid one day's pay in lieu thereof. Additionally, to qualify and receive holiday pay, employees must work the scheduled hours of the day preceding the holiday or the scheduled hours following the holiday, unless such failure to work is excused by a doctor.

Whenever state or federal statute requires that any of such holidays be observed on a day or date other than as set forth above, the holiday shall be observed on the day or date prescribed by state or federal statute, whichever is controlling. Any shift which begins on a holiday, or day legally observed as such, shall be considered a holiday shift. The regular starting time of any shift shall not be changed to avoid holiday pay or the holiday premium rate of pay. Should a holiday fall during an employee's vacation he shall be granted an additional day off with pay or shall receive an additional day's pay in lieu thereof.

## FULL SHIFT

11-01. No full-time employee shall be paid for less than a full shift except when discharged for cause or excused at the employee's own request.

11-02. Part-time employees shall be paid for all time worked but in no event shall they be paid in less than five (5) hours per shift.

## SAFETY AND SANITARY REULATIONS

12-01. The Employer agrees furnish a clean, healthful, sufficiently ventilated, heated and lighted place, meeting safe work requirements for the performance of all work.

## VACATIONS

13-01. Employees who have completed one (1) or more years of employment on anniversary date of any year shall receive five (5) days of paid vacation during the following calendar year. Employees who have worked less than a full year of their anniversary date shall receive one (1) day of paid vacation during the following calendar year for each fifty-two (52) days worked upon anniversary date.

(a) Employees who have completed five (5) or more years of employment on anniversary date of any year shall receive ten (10) days of paid vacation during the following calendar year.

(b) Employees who have completed ten (10) or more years of employment on anniversary date of any year shall receive 15 (15) days of paid vacation during the following calendar year.

(c) Employees who have completed twenty (20) or more years of employment on anniversary date shall receive twenty (20) days of paid vacation during the following calendar year.

13-02. Every effort will be made to schedule vacation periods at a time preferred by the employee. Where more employees desire to be on vacation during a given period than the work load allows, the most senior employee desiring the period shall be give first preference.

13-03. Employees whose employment is terminated for any reason shall receive payon the pro-rated basis for any vacation credits and bonuses earned and not taken.

## SICK/PERSONAL LEAVE

14-01. The Employer shall provide five (5) days per year of paid sick leave at the employee's regulare straight rate of pay to employees who have completed six (6) months of employment.

## HOURS OF WORK

15-01. 8 hours shall constitute a day's work; five days shall constitute a week's work.

15-02. 8 hours shall constitute a night's work; five nights shall constitute a week's work.

15-03. Day shifts shall begin and end between 7 A.M. and 6 P.M. Any shift not beginning and ending between 7 A.M. and 6 P.M. shall constitute a night shift.

15-04. Night work shall be paid for at a rate of 10 percent over the day rate.

#### BEREAVEMENT LEAVE

16-01. An employee shall be entitled to three (3) days off with pay for the death of the employee's spouse, father, mother, son, daughter, sister, brother, step-father, step-mother, step-son, step-daughter, step-brother, step-sister, half-brother, half-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren, grandparents, or any other relative who has been making his or her home with the employee. Additionally, an employee may take two (2) unpaid days at their discretion.

#### JURY/WITNESS DUTY

17-01. Employees who are called for service as jurors, or subpoenaed for witness duty in a case in which they are neither a plaintiff nor defendant, shall be excused from work without interruption of seniority. Employees shall notify the Employer as far in advance as possible.

17-02. Upon presentation to the Employer of evidence of the days served as a juror, or witness as described above, and the amount of compensation received, the Employer shall pay the employee the difference in pay between the compensation for jury or such witness duty, excluding expenses, and the employee's regular earnings, exclusive of overtime and/or premium pay, for each day of jury or witness duty falling on their scheduled days of work during their normal workweek.

#### UNION ACTIVITIES

18-01. There shall be no discrimination against any employee because of membership or activity in the Union. There shall be no interference by the Employer with the internal affairs of the Union.

#### PRIORITY/SENIORITY PROTECTION

19-01. When any employee is ill or incapacitated the employee shall not suffer loss of job or priority/seniority standing for the duration of such illness or incapacitation.

19-02. Any employee engaged to serve the Communications Workers of America, a local union, or to perform work in the interest of the organized labor movement, shall be granted an unpaid leave-of-absence and shall not suffer loss of job or priority/seniority standing while so engaged.

WAGES

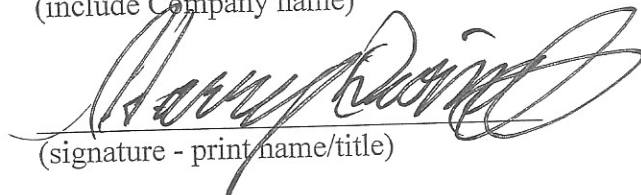
24-01. Effective 10-23-2017 thru 10-23-2018 the current wage rate will remain the same. Within 30 days prior to the anniversary date in successive years of this agreement, either party may request to reopen negotiations for wages only.

PARTIES TO THE AGREEMENT

25-01. 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, CWA as complying with its laws does not make it a party hereto.

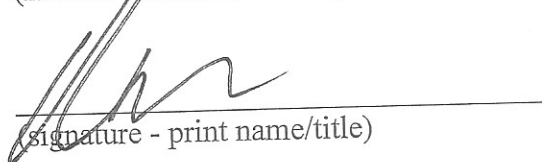
Signed this 31<sup>st</sup> day of October, 2017

For the Employer:  
(include Company name)

  
(signature - print name/title)

Harry Diamond  
(signature - print name/title)

For the Union:  
(include CWA Local info)

  
(signature - print name/title)

Robert Santucci - President +  
(signature - print name/title) CWA Local  
5806.



**APPROVAL CLAUSE**

This agreement is approved as being in compliance with the laws of the Printing, Publishing and Media Workers Sector, CWA, as limited by the Taft-Hartley Law, and the undersigned, on behalf of the Printing, Publishing and Media Workers Sector, CWA, hereby pledges, as a matter of union policy only, its full authority under its laws to the fulfillment thereof without becoming party thereto and without assuming any liability thereunder.

\_\_\_\_\_  
Daniel F. Wasser, President  
Communications Workers of America

Date: \_\_\_\_\_

Between- \_\_\_\_\_

and- \_\_\_\_\_

Contract Duration: \_\_\_\_\_