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Title: **National Sample Card Manufacturers Association, Inc. and Paper, Allied-Industrial, Chemical and Energy Workers International Union (PACE), AFL-CIO Local 1-0107 (2001)**

K#: **1459**

Employer Name: **National Sample Card Manufacturers Association, Inc.**

Location: **NY**

Union: **Paper, Allied-Industrial, Chemical and Energy Workers International Union (PACE), AFL-CIO**

Local: **1-0107**

SIC: **2771**

NAICS: **323110**

Sector: **P**

Number of Workers: **1200**

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LABOR AGREEMENT

By and Between

National Sample Card Manufacturers Association, Inc.

and the

Paper, Allied - Industrial, Chemical & Energy Workers International Union

Local 1-0107

American Federation of Labor
Congress of Industrial Organizations

Nov 15th 2001 - Nov 14, 2006

24 pages

INDEX

		Page
ARTICLE 1	The Union as Sole Bargaining Agent for Employees	4
ARTICLE 2	The Association as Collective Bargaining Agent for Employers	4
ARTICLE 3	Attempted Evasion of the Contract	4
ARTICLE 4	The Term of the Agreement	5
ARTICLE 5	The Contract to Survive Termination of Membership	5
ARTICLE 6	Union Contracts with Non-Members	5
ARTICLE 7	Union Shop Clause	5
ARTICLE 8	The Bargaining Unit	6
ARTICLE 9	Check-Off	6
ARTICLE 10	Notification as to New Employees	6
ARTICLE 11	Trial Period	6
ARTICLE 12	Suspension of Employee from Union Membership	7
ARTICLE 13	Discharge of Employees for Good Cause Only	7
ARTICLE 14	Lay-Offs and Overtime	7
ARTICLE 15	The Work Week	8
ARTICLE 16	Paid Holidays	8
ARTICLE 17	Vacations	9
ARTICLE 18	Piece Work and Homework Are Not Allowed	11
ARTICLE 19	Double Shifts	11
ARTICLE 20	Night Work	12
ARTICLE 21	Payment of Wages	12
ARTICLE 22	Lowering of Wages or Standards	12
ARTICLE 23	Wage Increases	12
ARTICLE 24	Apprentice Table Workers	13
ARTICLE 25	Other Apprentices: Apprentice Cutter Apprentices: Binder Apprentices: Feeder	13
ARTICLE 26	Journeymen	15
ARTICLE 27	Apprentice Openings	16

INDEX (continued)

		Page
ARTICLE 28	Miscellaneous Provisions Right of Visitation	16
ARTICLE 29	Non-Interference with Lawful Strikes	16
ARTICLE 30	Eight Hours - Work Day	17
ARTICLE 31	Pledge Against Strikes	17
ARTICLE 32	Pledge Against Lock-Outs	17
ARTICLE 33	Arbitration of Disputes	17
ARTICLE 34	Union Representation	18
ARTICLE 35	Welfare Fund	18
ARTICLE 36	Pension Fund	19
ARTICLE 37	Maternity Leave	20
ARTICLE 38	Sick Leave	20
ARTICLE 39	Bereavement Pay	21
ARTICLE 40	Jury Duty Pay	21
ARTICLE 41	Family Leave	21
ARTICLE 42	Negotiating Committee	22
ARTICLE 43	No Negotiating During Term of Agreement	22
ARTICLE 44	Invalidity of any Provision	22
ARTICLE 45	No Variation of Contract Permitted	22
ARTICLE 46	Itemized Statement as to Wage Payments	23
ARTICLE 47	Arbitration in Event of Separation from Association Membership	23
ARTICLE 48	Schedule "A"	23

AGREEMENT made as of the15th day of November, 2001, by and between NATIONAL SAMPLE CARD MANUFACTURERS ASSOCIATION, INC., a membership corporation duly organized and existing pursuant to the laws of the State of New York, as collective bargaining agent for its employers named in Schedule "A" attached hereto, hereafter called the "Association" and LOCAL 1-0107 PAPER, ALLIED-INDUSTRIAL, CHEMICAL & ENERGY WORKERS INTERNATIONAL UNION, hereafter called the "Union" as collective bargaining agent for employees, to govern the terms and conditions of employment in the various places of business of the members of the Association.

ARTICLE 1

THE UNION AS SOLE BARGAINING AGENT FOR EMPLOYEES:

The Association and its members recognize the Union as the sole bargaining unit. They agree that they will not, at any time, entertain or enter into negotiations with any other union relative to the terms and conditions of employment of their respective employees within the bargaining unit.

ARTICLE 2

THE ASSOCIATION AS COLLECTIVE BARGAINING AGENT FOR EMPLOYERS:

Reciprocally, the Union recognizes the Association as sole collective bargaining agent for its respective members and it undertakes and agrees that it will not entertain or enter into any negotiations with any member individually.

ARTICLE 3

ATTEMPTED EVASION OF THE CONTRACT:

(a) Any employer who presently is, or who may hereinafter become a member of the Association, who shall once be bound by the terms of this Agreement, shall not, during the terms hereof, evade any of the terms and conditions provided for herein. No subsidiary or affiliated firm or corporation shall be formed by the employer, or operated, through the device of any dummy or otherwise, for the purpose of evading or avoiding any of the terms and conditions of the within Agreement.

(b) The Employer will continue to have the right to subcontract work, provided that all subcontracted production work shall be off premises. However, if such work cannot be performed by bargaining unit employees, then said work can be subcontracted on the premises.

(c) The Employer agrees that in the event it builds a new plant or warehouse, or establishes an operation by purchase, merger, transfer or lease within a seventy-five (75) mile radius of the present facilities covered by this Agreement, then this Agreement shall apply to the new operation.

ARTICLE 4

THE TERM OF THE AGREEMENT:

This Agreement shall be operative for a period of five (5) years, viz. November 15, 2001 through November 14, 2006.

ARTICLE 5

THE CONTRACT TO SURVIVE TERMINATION OF MEMBERSHIP

Any member of the Association who shall once have become bound by terms and conditions of the within Agreement shall not be relieved from full compliance with the terms and conditions thereof by reason of resignation from the Association or by virtue of suspension or expulsion therefrom.

ARTICLE 6

UNION CONTRACTS WITH NON-MEMBERS

The Union undertakes and agrees that, within 48 Hours after entering into a contract with a non-Association member employer engaged in the Sample Card or Allied Industries, it will serve an attested copy of such contract upon the Association. In the event any of the terms and conditions of such attested contracts are less onerous to non-Association members than the within Agreement is to the Association members bound hereby, then those less onerous terms shall automatically become part of this Agreement. This provision shall not apply to the initial contract of a newly organized Employer.

ARTICLE 7

UNION SHOP CLAUSE:

In order to carry out the purpose of this Agreement, all employees within the bargaining unit shall be required as a condition of employment to become members of the Union after Sixty (60) days of actual work after the beginning of their employment or Sixty (60) days of actual work after the effective date of this Agreement, whichever is the later.

ARTICLE 8

THE BARGAINING UNIT:

The bargaining Unit shall consist of all production, maintenance, shipping and delivery employees.

(a) Owners, officers, strictly office help, salesmen, artists, supervisors and guards may be employed, but need not join the Union.

(b) The employer may employ foremen or supervisors who shall be allowed to perform bargaining unit work, although not members of the Union, in cases of training, education or assisting employees in cases of emergency, installation of equipment or machinery, and in cases of vacancies caused by absenteeism of bargaining unit employees.

ARTICLE 9

CHECK-OFF:

The Employers agree to deduct initiation fees and all dues from the employees wages during the first payroll period of every month and to return a check for the amount so deducted to the Union, on or before the 20th day of each month. Dues shall be checked off with respect only to such employees as shall have executed a written authorization in conformity with the provisions of the Labor Management Relations Act.

ARTICLE 10

NOTIFICATION AS TO NEW EMPLOYEES:

The Shop Steward shall be notified by the Employer, within two (2) weeks of hiring, of the names of any new employees.

ARTICLE 11

TRIAL PERIOD:

With respect to any newly hired employee, the employer shall have the right to a trial period of Sixty (60) days of actual work to determine whether or not he desires to retain such new employee in his employment.

ARTICLE 12

SUSPENSION OF EMPLOYEE FROM UNION MEMBERSHIP:

In the event that any employee is discharged from the Union or is suspended from membership for failure to tender his or her periodic dues, and the initiation fees uniformly required as a condition for acquiring or retaining membership; upon notice in writing to that effect from the Union to the Employer, the Employer shall discharge the employee named in such notice.

ARTICLE 13

DISCHARGE OF EMPLOYEES FOR GOOD CAUSE ONLY:

Members of the Union shall not be discharged or disciplined except for cause. However, the employee may be discharged within the trial period without cause.

When a discipline letter is issued to an employee, a copy must be furnished to a Union representative.

Discipline letters must specify the reason for discipline and must set forth dates where appropriate.

A reprimand for absenteeism or lateness will not be considered a part of the employee record after twelve (12) months from the date it was issued.

ARTICLE 14

LAY-OFFS AND OVERTIME:

In the event the Employer does not have sufficient work to maintain full employment and finds it necessary to lay-off one or more employees, the Employer may do so, but the rule of seniority shall be applied as far as practicable, so long as the remaining employees are capable, with up to four (4) hours of training, of performing the available work.

(a) In the shop of each Employer member of the Association, there shall be appointed by the Union, or the employees, one shop steward. Shop Stewards during their tenure, shall be entitled to top seniority, and shall not be laid off so long as they can perform the work available in their classification, and such work is available.

(b) The rule of seniority shall also be applied in the re-hiring of help.

(c) Overtime work shall be divided as equally as possible. No worker shall be requested to work overtime during the last sixty (60) days of the third year of this Agreement when the Union requires his attendance at a Special Meeting of the Union or at a Committee Meeting.

(d) An employee who is laid-off from work due to disability shall retain seniority rights of recall for a period of up to one (1) year.

ARTICLE 15

THE WORK WEEK:

A. The work week shall consist of the forty (40) hours from Monday through Friday, each day to consist of eight (8) hours of work. The work days shall run between 8:00 A.M. and 5:30 P.M. The employees shall receive not less than 45 minutes for lunch. Any work performed on any of the paid holidays listed in Paragraph 16 of this Agreement shall be considered overtime and shall be paid for at the rate of time and one half. Work performed on Sunday shall be paid for at double time rates. Any work performed in excess of forty (40) hours in a work week shall be paid for at the rate of time and one half. Any holiday hours are to be counted toward the forty (40) hour qualification.

B. The Company may hire new employees under hours per shift, and/or shifts per week, which are different than the current language. The hours and shifts will be as follows:

The Company shall have the right to schedule a five (5) day work week of eight (8) hours per day, Monday through Friday, and/or Tuesday through Saturday, or a four (4) day work week of ten (10) hours per day, Monday through Thursday, Tuesday through Friday or Wednesday through Saturday.

The work day hours shall be scheduled between the hours of 6:00 a.m. and 8:00 p.m., with starting and stopping times to be scheduled by the Company and/or changed by the Company only after written notice to the Union. When employees are called in earlier than the regular shift hours, they shall be required to work the early hours plus their regular shift.

In the event a ten (10) hour day is established, the parties agree to meet in advance to discuss issues of holiday pay, sick pay, overtime, etc. Any current employee who desires to work any of the above hours or shifts, shall have the right to do so, work load permitting. In the event of a disagreement, the issue shall be submitted to expedited arbitration before Wellington Davis, Jr., within 72 hours.

ARTICLE 16

PAID HOLIDAYS:

A. Each employee shall have the following holidays with pay. These shall be: New Year's Day, Martin Luther King's Birthday (third Monday in January), Presidents Day (third Monday in February), Good Friday, Memorial Day (last Monday in May), July 4th, Labor Day, Thanksgiving Day and the day following Thanksgiving Day, the employee's Birthday, the last regular working day prior to Christmas Day, and Christmas Day.

Employees Birthday shall be eliminated as a holiday effective November 15, 2002.

B. To qualify for eight (8) hours of holiday pay for any paid holiday listed above, any

employee:

(1) Must perform twenty four (24) hours of work during the calendar week during which said paid holiday occurred, except Thanksgiving and Christmas weeks, and,

(2) Must perform twelve (12) hours of work in the aggregate during the straight time work day preceding, and the straight time work day following the holiday.

(3) No employee shall be deprived of holiday pay under the above formula if his noncompliance with the foregoing requirements (1) and (2) were caused by temporary lay-off or bonafide illness, which lasts for a period of forty five (45) days or less. If an employee returns to work within the forty five (45) day period, he shall receive pay for all holidays occurring while he was out of work as a result of a temporary lay-off or bonafide illness.

C. In the event that any employee regularly employed during the calendar week during which a paid holiday occurs shall fail to meet the two (2) requirements listed above, such employee shall nevertheless receive holiday pay as follows:

(1) The worker shall receive two (2) hours of holiday pay for each eight (8) hours actually worked during the calendar week in which such holiday occurred.

(2) The worker, however, must have worked at least twenty four (24) hours during such calendar week to qualify for any holiday pay, except Thanksgiving & Christmas weeks.

D. Holidays falling on Saturdays shall be paid holidays and the employee shall receive eight (8) hours of straight time pay for that day, and the qualifications for holiday pay for such a Saturday holiday shall be the same as though such holiday fell on a week day.

E. No holiday pay is to be paid to any employee during their trial period except for those workers who have had sixty (60) days of actual work in the industry. No employee will receive double holiday pay. If an employee has been laid off by one shop and goes to work in another shop, he or she will not receive holiday pay for both shops.

ARTICLE 17

VACATIONS:

A. Full vacation Benefits:

Years of Service	Hours Earned	Vacation
1 or more but less than 3	1000 or more	1 week
3 or more but less than 10	1000 or more	2 weeks
10 or more but less than 15	1000 or more	3 weeks

15 or more but less than 20	1000 or more	3 weeks + 2 1/2 days
20 or more	1000 or more	4 weeks

NOTE:

1. Any employee who is currently receiving a greater benefit shall continue to receive such benefit.

2. Any employee whose 25th Anniversary date occurs in the calendar year 2002, shall qualify for five (5) weeks vacation.

B. Pro-Rated Vacation Benefits:

(1) Any employee with one year or more of service, who during the vacation year shall have aggregated 500 hours but less than 1000 hours of actual service shall receive a vacation allowance pro-rated on the fractional basis of the actual hours worked divided by 1000 hours of the full vacation they would have been entitled to had they qualified in accordance with Paragraph A above.

(2) Any employee who between September 1st of the prior year and September 1st of the vacation year shall have aggregated less than 500 hours of actual service shall receive no paid vacation.

C. Definitions and Notes:

(1) In the first year of employment, hours are earned from date of hire and in subsequent years hours are earned from September 1st of the prior year to September 1st of the vacation year. These hours are hours of actual work in the shop of his or her employer.

(2) A year of service shall be defined as an aggregate of at least 1000 hours of actual work performed in any one year period commencing September 1st, and terminating August 31st, including the current vacation year.

(3) The vacation period shall be from June 1st to September 30th.

(4) The third, fourth and fifth weeks shall be scheduled by the Employer and need not be within the vacation period nor contiguous with each other or to the first two (2) weeks of the employee's vacation. An employer must give no less than one (1) week's notice before it can require the employee to take his or her vacation.

(5) The Employer, at his option, shall have the right to require any ten (10) year employee to take a two (2) week vacation only, in which event he shall pay to such employee, at vacation time, a third week of vacation pay, and such pay shall be accepted by the employee in lieu of the actual third week of vacation.

(6) The Employer, at his option, shall have the right to require any employee with ten (10) years of service but less than twenty (20) years, to take a two (2) week vacation only, in which event he shall pay to such employee at vacation time the balance of vacation time due as

vacation pay, and such pay shall be accepted by the employee in lieu of the actual third or more weeks of vacation.

(7) The Employer, at his option, shall have the right to require any twenty (20) year employee to take a two (2) week vacation only, in which event he shall pay to such employee, at vacation time, a third and fourth week of vacation pay, and such pay shall be accepted by the employee in lieu of the actual third and fourth weeks vacation. The Employer shall also have the option to require any twenty (20) year employee to take a three (3) week vacation only, in which event he shall pay to such employee, at vacation time, a fourth week of vacation pay and such pay shall be accepted by the employee in lieu of the actual fourth week of vacation.

(8) Vacation pay to be given at the start of the vacation to the extent that the employee has already qualified. If the Employer mandates when the vacation is to be taken, then vacation pay must be given at the time the vacation is taken even if the employee has not already qualified. Employees who quit or are discharged shall receive vacation pay at the time they leave the plant or by the next pay day. Vacation pay to be pro-rated if necessary.

(9) Any employee taking his or her vacation during a week in which a paid holiday occurs shall receive holiday pay in addition to the requisite vacation pay at the time the employee begins his or her vacation.

D. New Employees hired on or after November 15, 1997:

(1) No vacation during the first year of employment.

(2) Maximum vacation should be three (3) weeks.

(3) Must work 1,560 hours in a year to be eligible for a full vacation benefit.

ARTICLE 18

PIECE WORK AND HOMEWORK ARE NOT ALLOWED

ARTICLE 19

DOUBLE SHIFTS:

In the event that any Employer finds it necessary to operate a double shift, arrangements therefore shall be mutually entered into between the Employer and the Union.

ARTICLE 20

NIGHT WORK:

Should any of the employees be required to work on a night shift bases, each employee

shall receive 10% over and above the regular rate of wages for the period during which the night shift is in operation. Night shift work is all work on and after 8:00 P.M.

ARTICLE 21

PAYMENT OF WAGES:

Wages may be paid by cash or by checks. If an Employer pays by check, payment shall be made before lunch, except for unusual circumstances beyond the Employer's control. Employers who do not give additional time for check cashing must provide arrangements for check cashing outside of regular working hours at a check cashing service or bank. The cost of check cashing, if any, shall be paid by the Employer.

ARTICLE 22

LOWERING OF WAGES OR STANDARDS:

There shall be no lowering of wages or standards or working conditions as a result of this Agreement.

ARTICLE 23

WAGE INCREASES:

A. All employees in employment on July 1, 2002 shall receive an increase in their rates of pay of 3% effective July 1, 2002, for all hours worked on and after the latter date. Said increase shall be based upon the employee's straight time salary in effect on June 30, 2002. All employees with less than sixty (60) days of actual work on June 30, 2002, shall not get this first wage increase until they obtain sixty (60) days of actual work.

B. All employees in employment on November 14, 2002(excluding apprentices) shall receive a lump sum payment equivalent to 3% of their straight time salary in effect November 14, 2002.

C. All employees in employment on November 14, 2003 (excluding apprentices) shall receive an increase in their rates of pay equivalent to 3% of their straight time salary, effective November 15, 2003, for all hours worked on and after the latter date. Said increase shall be based upon the employee's straight time salary in effect on November 14, 2003.

D. All employees in employment on November 14, 2004 (excluding apprentices) shall receive a lump sum payment equivalent to 3% of their straight time salary in effect on November
14,2004.

E. All employees in employment on November 14, 2005 (excluding apprentices) shall receive an increase in their rates of pay equivalent to 3% of their straight time salary, effective November 15, 2005, for all hours worked on and after the latter date. Said increase shall be based upon the employee's straight time salary in effect on November 14, 2005.

F. If an employee, after receiving the aforesaid increases in his rate of pay, shall be earning less than the minimum hiring rate then in effect for the category in which he is employed, then said employee shall receive an additional increase, in such amount, as to bring his total rate of pay up to the minimum hiring rate in effect at that time for the category in which he is employed.

G. The Union shall have the right to allocate any portion of the wage increase to the Welfare Fund and/or Pension Fund.

ARTICLE 24

APPRENTICE TABLE WORKERS:

During the five (5) contract years of this Agreement, apprentice table workers and apprentice general workers shall be hired and shall enjoy progression in accordance with the following table of escalation.

The hiring rate for table workers and general workers who are apprentices and who have had no previous experience in that line of work	$206.00
After 45 days of actual service, such employees shall receive	$210.00
After 2000 hours of actual service, such employee shall receive	$212.00

ARTICLE 25

A. OTHER APPRENTICES: APPRENTICE CUTTERS:

During the five (5) contract years of this Agreement any Employer who has a fully qualified cutter in employment shall be permitted to engage and employ one (1) apprentice cutter, on the following terms and conditions:

	7/01/02	11/15/03	11/15/05
The minimum hiring rate for an apprentice cutter shall be	$355.33	$365.99	$376.97

The apprentice shall be in training for a period of two (2) years during

which time he shall be accorded and afforded a full opportunity to acquire proficiency in the cutting trade. Upon completion of 1000 hours of actual service the apprentice cutter shall attain a rate of . . .	$379.12	$390.49	$402.20
Upon completion of 2000 hours of actual service the apprentice cutter shall attain a rate of	$402.86	$414.95	$427.40
Upon completion of 3000 hours of actual service the apprentice cutter shall attain a rate of	$426.62	$439.42	$452.60
Upon completion of 4000 hours of actual service the apprentice cutter shall attain a rate of	$474.20	$488.43	$503.08

B. APPRENTICES: BINDERS:

During the five (5) contract years of this Agreement any Employer who has a fully qualified binder in employment shall be permitted to engage and employ one (1) apprentice binder, on the following terms and conditions:

	7/01/02	**11/15/03**	**11/15/05**
The minimum hiring rate for an apprentice binder shall be	$343.42	$353.72	$364.33
The apprentice shall be in training for a period of two (2) years during which time he shall be accorded and afforded a full opportunity to acquire proficiency in the binding trade. Upon completion of 1000 hours of actual service the apprentice binder shall attain a rate of . .	$355.33	$365.99	$376.97
Upon completion of 2000 hours of actual service the apprentice binder shall attain a rate of	$367.18	$378.20	$389.55
Upon completion of 3000 hours of actual service the apprentice binder shall attain a rate of	$379.12	$390.49	$402.20

Upon completion of 4000 hours of actual service the apprentice binder shall attain a rate of	$402.86	$414.95	$427.40

C. APPRENTICES: FEEDERS:

During the five (5) contract years of this Agreement any Employer who has a fully qualified printer in employment shall be permitted to engage and employ one (1) apprentice feeder, on the following terms and conditions:

	7/01/02	11/15/03	11/15/05
The minimum hiring rate for an apprentice feeder shall be	$331.56	$341.51	$351.76
Upon completion of 500 hours of actual service the apprentice feeder shall attain a rate of	$355.33	$365.99	$376.97
Upon completion of 1000 hours of actual service the apprentice feeder shall attain a rate of and shall thereupon attain the status of a fully qualified feeder throughout the term of the Agreement	$379.12	$390.49	$402.20

ARTICLE 26

During the five (5) contract years of this Agreement, the minimum hiring rates for Journeymen are:

	7/01/02	11/15/03	11/15/05
All-around Printer	$474.20	$488.43	$503.08
Printer!	$426.62	$439.42	$452.60
Feeder	$379.12	$390.49	$402.20
Cutter	$474.20	$488.43	$503.08
Bookbinder	$402.86	$414.95	$427.40
Experienced Lay-up Worker . . .	$343.42	$353.72	$364.33
Shipping Clerk	$367.18	$378.20	$389.55
Chauffeur	$355.33	$365.99	$376.97
Experienced General Worker & Experienced Table Worker	$212.00	$212.00	$212.00

Notes: 1. Included in the classification of Printers are Compositors, Automatic Pressman and Typesetters .

2. The definition and job description of "experienced Lay-Up Workers" is the following:

> Experienced Lay-up Worker has the ability on his own to take all jobs from inception; understand the order as to matching, bias cutting, and figuring of mathematics of length and width of materials and handling of materials to the final process before entering the cutting machines.

ARTICLE 27

APPRENTICE OPENINGS:

Employer shall post notice of intentions to hire for an Apprentice position. Any Employee with one or more years of seniority shall be eligible to apply for said Apprenticeship and will be given consideration by the Employer.

ARTICLE 28

MISCELLANEOUS PROVISIONS: RIGHT OF VISITATION:

Duly accredited representatives of the Union shall at times be permitted to enter the Shop to confer with workers without interfering with the work; prior notice of such calls shall be given to the Employer of the shop to be visited. The Shop Steward shall be allowed sufficient time to perform Union business in connection with administering grievances under this Agreement.

ARTICLE 29

NON-INTERFERENCE WITH LAWFUL STRIKES:

The Association agrees for each and every one of its members, that its members will notify the Union if they perform directly or indirectly any work for a firm or concern in the Sample Card business against which the Union has declared a strike or which is being picketed. The Union reserves the right to declare a strike against any one or more of the members of the Association in the event this clause is violated by them. Immediate conferences between the Union and the Association will be called to settle any dispute.

ARTICLE 30

EIGHT (8) HOURS-WORK DAY

The Employer agrees that should he fail to inform his employees not to report to work the Employer shall be required to pay for four (4) hours of work in the event the employees report for work. Notice posted on the bulletin board on the day prior to the day of Lay-Off shall be deemed a sufficient notification to employees not to appear for work on the following day.

It is agreed and understood that the employee's reporting for work who commence work, shall receive a full day's work.

ARTICLE 31

PLEDGE AGAINST STRIKES:

The Union specifically agrees that it will not call or permit, directly or indirectly, any strike, slowdown or stoppage of work, except as otherwise specifically provided for in this Agreement.

ARTICLE 32

PLEDGE AGAINST LOCK-OUTS:

The Employer agrees not to discriminate in any way or any manner against any member of the Union because of his or her Union Activities nor cause any lock-outs during the term of this Agreement.

ARTICLE 33

ARBITRATION OF DISPUTES:

Any and all grievances or disputes (except those which may arise during collective bargaining) which may arise under this Agreement, shall be adjusted in the following manner:

(a) If the grievance or dispute involves an employee, or several employees and one Employer, it shall be adjusted in the first instance between the representative of the Union and the Employer of the shop affected. Should such adjustment not be made within two (2) working days, the grievance or dispute shall then be considered by a conference committee consisting of an equal number of representatives of the Union and representatives of the Association.

(b) If the grievance or dispute be one between the Union and the Association or between the Union and several Employers, then it shall be considered in the first instance by a conference committee similarly constituted as indicated above.

(c) If no agreement is reached in either of the above cases within five (5) working days after commencement of efforts to adjust the grievance or dispute, the matter shall be deemed not capable of adjustment and shall be submitted for immediate arbitration. Either party may submit the same to the American Arbitration Association and the Arbitrator designated by it shall act with the same power as if he were chosen by the parties. Any award made by the

parties or by the American Arbitration Association, shall be final and binding upon all parties.

(d) The parties shall establish an expedited arbitration system to hear all grievances dealing with lay-off, recalls and seniority.

ARTICLE 34

UNION REPRESENTATION:

(a) The Association and the Union agree that the only representative authorized to represent the Union are the President and Business Representatives of the Local and the International Union's representative. In the event that any member of the Union whether holding office in the Local or not takes any action conflicting with the duties and obligations of the Union under this Agreement whether alone or in conjunction with other members of the Union, the Union shall not be held liable for any such action taken; providing, however, that the authorized representatives listed above, namely the President and Business Representative having jurisdiction over Local 413 upon notification of such action, will take sincere, immediate and effective steps to notify the working force involved in any unwarranted action, whether the same be strike, work stoppage or slowdown, that such action has not received the sanction of the Union, and that the employees taking such action are subject to summary dismissal by the Employer in accordance with provisions of the National Labor Relations Act, as amended.

(b) In each contract year commencing 1984-85, the Employers agree to allow one (1) day off with pay, eight (8) hours, for the Shop Stewards, per Article 14(a), to permit attendance at an Educational Seminar run in the Spring of each year by the Union. The Union will give advance notice of such Seminar.

(c) Provide that if more than (1) employee will be out of a shop for union related business, the Union must give the Employer thirty (30) days prior notice.

ARTICLE 35

WELFARE FUND:

(A) The Employer shall contribute each month to the Trustees of the Local 413 Welfare Trust Fund, as follows:

For the Period	
11/15/01 - 06/30/02	$1.87/hr for each hour worked up to a maximum of forty (40) hours.
07/01/02 - 11/14/05	$1.81/hr for each hour worked up to a maximum of forty (40) hours

Contributions to the Fund may be increased if required by the Trustees, up to $0.05/hour

effective November 15, 2004, and again on November 15, 2005.

(a) Each remittance shall be paid monthly no later than the last day of the month following the month for which payment is due; and shall be accompanied by a form, as required by the Trustees, showing the total earnings and the total hours worked for that month for each employee and the manner in which the amount of the remittance is computed.

(b) The Declaration of Trust covering the Local 413 Welfare Trust Fund is incorporated herein by reference. The Employer agrees to be bound by the terms and conditions of said Declaration of Trust and any amendments thereto adopted by the Trustees during the term of the Collective Bargaining Agreement, or any extension thereof.

(c) All delinquent contributions pursuant to the provisions of (a) above, shall bear interest at the rate of 1% per month or any part thereof until paid, and liquidated damages in accordance with the following schedule:

There shall be a ten (10) day grace period before the interest can commence to accrue. Payment must be received by the Fund office within said grace period. All reasonable costs, fees and disbursements, including attorneys fees incurred in collection of delinquent payments shall also be paid by the delinquent Employer.

(d) The Employer agrees that the Trustees shall, at all times during normal business hours, have full and free access to inspect, study and make extracts therefrom, of all the books, records, withholding tax returns, and checking accounts of any kind and nature in order to determine the liability of the Employer to the Fund.

(e) The Union shall have the right to withdraw employees from an Employer after a three (3) month delinquency in the payment of contributions to the Funds. The Union may exercise this right upon one (1) week's notice by mailgram, telegram, certified mail or fax. This provision shall not apply if the Employer has entered into a written agreement with the Trustees for payment.

ARTICLE 36

PENSION FUND

(a) Effective November 15, 2003, the contribution rate shall be increased $0.06/hour. If the Trustees determine that said increased contribution is not required, said amount may be applied to the Welfare Contribution.

Each remittance shall be paid monthly no later than the last day of the month following the month for which payment is due; and shall be accompanied by a form, as required by the Trustees, showing the total earnings and the total hours worked for that month for each employee, and the manner in which the amount of the remittance is computed.

(b) The Declaration of Trust covering the Local 413 Pension Trust Fund is incorporated herein by reference. The Employer agrees to be bound by the terms and conditions of said Declaration of Trust and any amendments thereto adopted by the Trustees

during the term of the Collective Bargaining Agreement, or any extension thereof.

(c) All delinquent contributions pursuant to the provisions of (a) above, shall bear interest at the rate of 1% per month or any part thereof until paid.

There shall be a ten (10) day grace period before the interest can commence to accrue. Payment must be received by the Fund office within said grace period. All reasonable costs, fees and disbursements, including attorneys fees incurred in collection of delinquent payments shall also be paid by the delinquent Employer.

(d) The Employer agrees that the Trustees shall, at all times during normal business hours, have full and free access to inspect, study and make extracts therefrom, of all the books, records, withholding tax returns, and checking accounts of every kind and nature in order to determine the liability of the Employer to the Fund.

(e) The Union shall have the right to withdraw employees from an Employer after a three (3) month delinquency in the payment of contributions of the Funds. The Union may exercise this right upon one (1) week's notice by mailgram, telegram, certified mail or fax. This provision shall not apply if the Employer has entered into a written agreement with the Trustees for payment.

ARTICLE 37

MATERNITY LEAVE:

Upon presentation to the Employer of a certificate of a licensed medical doctor of the fact of pregnancy, maternity leaves will be granted to women employees having six (6) months seniority at that time, for not more than one (1) year. Such certificate must be presented to the Employer before the employee commences her leave. Such employees will be re-instated to their former or similar jobs, upon written certification from the attending licensed medical doctor certifying the physical ability of the employee to perform the work required. No holiday or vacation benefits shall accrue, or be paid to any women employees during the period of their maternity leave.

ARTICLE 38

SICK LEAVE:

An employee with six (6) months or more seniority in the industry shall be entitled to his or her pay when hospitalized up to a maximum of five (5) work days per contract year.

ARTICLE 39

BEREAVEMENT PAY FOR DEATH IN IMMEDIATE FAMILY:

An employee in the employ of a company for six (6) months or more shall receive three (3) days off, with pay, in the event of the death of mother, father, full brother, and full sister. Said employee shall receive (5) days off, with pay, in the event of the death of a spouse, natural child or legally adopted child. An Employer may request verification as to death and relationship.

ARTICLE 40

JURY DUTY PAY:

Any employee who is called to and reports for Jury Duty shall be paid by the company for each day partially or wholly spent in performing Jury Duty, if the employee otherwise would have been scheduled to work for the company and does not work, an amount equal to the difference between (i) the employee's regular straight time hourly rate, exclusive of shift and any other premiums for the number of hours up to eight (8) that he otherwise would have been scheduled to work and (ii) the daily Jury Duty fee paid by the Court (not including travel allowance or reimbursement of expenses). The company's obligation to pay an employee for performance of Jury Duty under this Section is limited to a maximum of two (2) weeks in any calendar year. In order to receive payment under this Section, an employee must give the company prior notice that he has been summoned for Jury Duty and must furnish satisfactory evidence that Jury Duty was performed on the days for which payment is claimed. The provisions of this Section are applicable to an employee who, without being summoned, volunteers for Jury Duty. Jury Duty pay is limited to two (2) weeks during a three (3) year period.

ARTICLE 41

FAMILY LEAVE:

The Employer of any company with fifty (50) or more of its employees actively working shall allow one (1) continuous period of up to six (6) weeks of unpaid leave within any twenty-four (24) month period for employees with seriously ill family members, while guaranteeing job security. Employers may require medical certification of a family member's illness. Generally, the Employer may deny family leave only if the denial is necessary to prevent substantial and grievous economic injury to the Employer's operations and the Employer notifies the employee and Shop Steward of its intent to deny the leave at the time the Employer determines that the denial is necessary. Employees shall not be entitled to receive pay for holidays which occur while on family leave. It is agreed that the Trustees of the Welfare Fund shall have the authority to consider a person on family leave as a laid off member, and accordingly, said member will be entitled to Welfare Fund coverage for the remainder of the month the leave begins and the entire following month.

ARTICLE 42

NEGOTIATING COMMITTEE:

The Union's Negotiating Committee shall be limited in size to no more than the shop stewards from each shop as per Article 14(a). A shop shall be defined as a separate entity and more specifically, one that has its own seniority list for its employees.

ARTICLE 43

NO RENEGOTIATING DURING TERMS OF AGREEMENT:

This agreement shall be valid and operative for a five (5) year period: viz. from November 15, 2001 through November 14, 2006. During said period, it shall neither be reopened nor negotiated with respect to any term, condition, or provision whatsoever.

ARTICLE 44

INVALIDITY OF ANY PROVISION:

In formulating the within Collective Agreement, the Association and the Union have sought, in all ways to comply with the provisions of the National Labor Management act and National Labor Relations Act, as amended.

It is contemplated that, because of the recent enactment of the said acts, the various decisions or interpretations which may hereafter be handed down by the National Labor Relations Board or by the Courts of competent jurisdiction may be such as to render invalid parts or portions of the within Collective Agreement, and may thereby destroy this basis of continued harmonious industrial relations existing between parties.

In the event, therefore, that any part, provision, paragraph, clause or provision of the within Agreement shall be rendered null and void, or be declared contrary to public policy, or contrary to the provisions of any federal act or statute or of any law of the State of New York, the parties agree immediately to confer with one another for the purpose of formulating other provisions which will carry out the purpose and intent of the parties as expressed in the within Agreement, and which will be within the permissible range of applicable laws and statutes.

In any such event, the amendatory provisions shall be reduced to writing, and when executed by the Association and the Union, shall be and become part of this Collective Agreement with all the same force and effect as though such amendatory provisions were contained in this Agreement at the time of the original execution hereof; but no such amendatory provisions shall be given any retroactive effect.

ARTICLE 45

NO VARIATION OF CONTRACT PERMITTED:

Each Employer shall be bound by the terms of this Agreement for the full period thereof. No Employer shall vary or alter the terms of the within Agreement with respect to covered employees by entering into any private contracts, arrangements or understandings with any one or more of the covered employees.

ARTICLE 46

ITEMIZED STATEMENTS AS TO WAGE PAYMENTS:

Each Employer, at the time when making payment of wages of every covered employee, shall deliver to such employee an itemized statement showing gross pay earned, indicating the various deductions made therefrom, and how the net wages delivered were arrived at.

ARTICLE 47

ARBITRATION IN EVENT OF SEPARATION FROM ASSOCIATION MEMBERSHIP:

Notwithstanding the provisions contained in the within Agreement with relation to the arbitration of grievances and disputes in the event any member voluntarily leaves membership in the Association or is suspended from membership by the Association then with respect to any grievances between Local 413 and such former member of the Association, the Union shall have the right, at its option, to submit such grievances to arbitration either before the American Arbitration Association or to the New York State Board of Mediation.

ARTICLE 48

Whenever in this Agreement an employee is referred to in the masculine gender, such reference shall also include all female employees, unless such construction is interdicted by the express words.

LOCAL NO. 1-0107 NEGOTIATING COMMITTEE

Allied Sample Card Co., Inc. . . . . Evelyn Gene Thomas
The Camelot Sample Group, Inc.. . . . . ..Leamon Morgan
Charles Green Corp. . . . . Dhanieran Persaud

IN WITNESS WHEREOF, the parties have hereunto subscribed their hands this 15th day of November, 2001, with the intent that this Agreement be effective November 15, 2001.

NATIONAL SAMPLE CARD
MANUFACTURERS ASSOCIATION, INC.

By: _____
Secretary

LOCAL 1-0107 PAPER, ALLIED-INDUSTRIAL,
CHEMICAL & ENERGY WORKER INTERNATIONAL UNION

By: _____
Business Manager

The following are the members of the NATIONAL SAMPLE CARD MANUFACTURERS ASSOCIATION, INC. who are bound by virtue of the execution of the foregoing Agreement:

ALLIED SAMPLE CARD CO., INC.
THE CAMELOT SAMPLE GROUP, INC.
CHARLES GREEN CORP.