



# GRAPHIC COMMUNICATIONS CONFERENCE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS



## UNION LABEL LICENSE AGREEMENT



AGREEMENT this day made between the GRAPHIC COMMUNICATIONS CONFERENCE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, 1900 L St., N.W. Washington, D.C. 20036 (hereinafter called "GCC/IBT") and the COMPANY signatory hereto (see reverse side).

WHEREAS, the Company acknowledges that the Union Label, a facsimile of which appears above, is valuable property owned exclusively by the GCC/IBT and is registered as a certification mark with the United States Commissioner of Patents and Trademarks, and

WHEREAS, the Company acknowledges that the display of said union label upon any printing process or finished product conveys certain important representations to the public, in particular, that the manufacturing, processing, binding and finishing has been produced entirely by members of the Graphic Communications Conference of the International Brotherhood of Teamsters or the International Brotherhood of Teamsters ("IBT"), working under conditions of employment negotiated by the GCC/IBT or IBT and/or one or more of its Local Unions, and

WHEREAS, the Company is a party to a collective bargaining agreement with one or more Local Unions of the GCC/IBT or IBT, covering all of its printing and related processes, manufacturing, binding and finishing production workers, and

WHEREAS, the Company desires a license from the GCC/IBT to display said label on any printing or related process, and on bound and finished products;

NOW THEREFORE, the parties mutually agree as follows:

1. The GCC/IBT hereby licenses the Company to use the Union Label accompanied by the assigned label number for display on any printing or related process, and on bound and finished products, upon the following terms and conditions:

a. That the product bearing the Union Label must be produced entirely in the Company's plant to which this label license agreement is issued (except that where any part of the product and/or binding and finishing is done outside the plant, the label may nevertheless be used, provided that the shop where such work is done has a valid contract with a GCC/IBT or IBT Local Union, or a contract with another Union affiliated with Change to Win or the AFL-CIO, or where the preparatory work is done on the desk top publishing system of a customer of the Company and the electronic file is provided to the Company for production).

b. That any and all printing or related processes, manufacturing, processing, binding and finishing, or a majority of such work, must be produced by members of the GCC/IBT or IBT, except as provided in paragraph (a) above, provided that the balance of the work is produced by members of another Union or Unions affiliated with Change to Win or the AFL-CIO. The Company understands that the use of the label on products not produced, bound and finished, as set forth in this license agreement, would constitute a misrepresentation to the public and the Company agrees that the label will not be displayed upon such products.

c. That a collective bargaining agreement (or agreements) is in effect between the Company and the GCC/IBT or IBT and/or one or more of their Local Unions covering all of the Company's employees engaged in any printing or related processes, manufacturing, processing, binding or finishing and that the Company is in full compliance in every respect without exception with the provisions contained in said collective bargaining agreement(s), provided, however, that the GCC/IBT may, at its sole discretion, permit the Company to continue to use the label if in the judgment of the GCC/IBT, a satisfactory resolution of a contract dispute is imminent.

The Company can satisfy the conditions set forth in subparagraphs (a) and (b) above if it is in full compliance with union shop clauses of its collective bargaining agreement(s) with the GCC/IBT or IBT or Local Unions affiliated with the GCC/IBT or IBT. If the contract does not contain union shop clauses or if the laws of the State do not permit such clauses, the Company agrees that the Union Label shall not appear upon any of its products whose printing or related processes, manufacturing, processing, binding or finishing work is performed by any employee who is not a member of the GCC/IBT or IBT.



d. That the Company shall use only the name of the company, shop number and registration mark as it appears herein in connection with such label. The label registration mark and Company name, if used, shall be clear, distinct and legible.

2. The Company does hereby accept the license to display the Union Label upon the terms and conditions herein set forth, it being understood that in the event of breach by the Company of any conditions or provisions herein the GCC/IBT shall have the unqualified right to terminate this license immediately upon written notice to the Company and to file suit for injunctive and monetary relief under state and federal law. The Company agrees that upon receipt of notice of termination it shall forthwith desist from the use of said label, it being the intention of the parties that while the question of the disputed breach is being determined by them, the Company shall not continue to use the label and that in no event shall the revocation of the license with or without reason or cause, subject the GCC/IBT or IBT to a suit, counterclaim or judgment for damages.

3. Notwithstanding anything to the contrary contained in the collective bargaining agreement(s) between the Company and the GCC/IBT or IBT or Local Unions affiliated with the GCC/IBT or IBT, no issue, dispute or question whatever arising under this label license agreement including paragraph 1(c) hereof shall be deemed subject to the arbitration provisions of said collective bargaining agreement(s) or governed by the outcome of any arbitration held pursuant thereto.

4. The license granted herein is not assignable for any purpose whatsoever and the Company hereby recognizes that it has no title whatsoever to the label other than a mere license to use the same as provided for in this agreement.

5. This label license agreement shall automatically terminate, without notice from the GCC/IBT, and the right of the Company to use the Union Label shall immediately cease in the event that any existing collective bargaining agreement between the Company and the GCC/IBT or IBT or Local Unions affiliated with the GCC/IBT or IBT terminates, provided, however, that the GCC/IBT may, at its sole discretion, permit the Company to continue to use the label if in the judgment of the GCC/IBT, the negotiation of a replacement agreement appears imminent.

6. In the event of termination of this label license agreement, the Company shall forthwith surrender the negatives, positives, prints, mats, dies or files of the Union Label then in the Company's possession or control to the GCC/IBT, the acknowledged exclusive owner of this Union Label. This agreement shall not be waived or modified in any respect except in writing signed by the Conference President of the GCC/IBT.

7. The exclusive right to institute legal proceedings for any unauthorized use of the Union Label shall remain in the GCC/IBT, but the GCC/IBT shall not be liable to the Company for any failure to institute such proceedings.

8. If any provisions or clause of this agreement is held invalid as contrary to law or public policy by a court of competent jurisdiction, only such clause or provision and only to the extent that it is so in violation shall be deemed ineffective and unenforceable and in such event shall be deemed severable from the remaining provisions of this agreement which shall remain binding upon the parties.

IN WITNESS WHEREOF, the parties have hereunto signed this agreement the 17<sup>th</sup> day of DEC, 2016.

GCC/IBT or IBT Local No. 3N

Date 12-13-16

Label Number Assigned 346 C

Recommended by: Stephen F. Sullivan

Local Title President Local 3

Recommended by: \_\_\_\_\_

Local Title \_\_\_\_\_

Signed by: Robert Long

GCC/IBT Secretary-Treasurer

Approved by: George Testarichi

GCC/IBT President

JP PROGRESSIVE COMM  
Company Name

Knell Roberts / Manager / member  
Signature and Title

186 Duchaine BLVD  
Address

NEW Bedford MA 02745  
City State Zip