

AGREEMENT BETWEEN  
PHOENIX GRAPHICS, INC.

AND

LOCAL 1170 C.W.A.

**April 1, 2018 - March 31, 2020**

## AGREEMENT

1.01 - THIS AGREEMENT, made and entered into this 27<sup>th</sup> day of March 2018, by and between the Phoenix Graphics, Inc., Rochester, NY (Company-hereinafter sometimes referred to as the "Employer"), through its authorized representatives and Local 1170 C.W.A., Typographical Union No. Local 1170 C.W.A. (hereinafter sometimes referred to as the "Union"), by its officers or a committee duly authorized to act in its behalf, shall be effective April 1, 2018 and ending March 31, 2020.

1.02 - If an agreement has not been reached by the date upon which this Agreement expires, the terms and conditions of the expired agreement shall be maintained until a new agreement is reached or other action is authorized by the Printing, Publishing, and Media Workers Sector, CWA or by the Employer signatory hereto.

## RECOGNITION

2.01 - The Employer hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and all other conditions of employment for all full-time and part-time employees covered by this Agreement. The employees covered by this Agreement shall be all office and production personnel.

## UNIT JURISDICTION

3.01 - Jurisdiction of the Union shall consist of all production 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 employees covered by this Agreement; any work requiring similar skills or performing similar functions as that normally or presently 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 consist of all employees performing any such work.

## PURPOSE OF AGREEMENT

4.01 - It is the intent and purpose of the parties hereto that this Agreement shall promote and improve industrial and economic relationships 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 hereto.

## GRIEVANCE PROCEDURE

5.01 - A grievance, under this Agreement, shall be defined as a claim of an employee, or the Local Union, covered by the Agreement which involves the interpretation of, or compliance with a specific provision of this Agreement.

5.02 - At any time the Union representative or an aggrieved employee may, at their option, elect to resolve a grievance by first discussing it with the immediate supervisor involved. Whether or not a discussion is held, and the grievance is not resolved, it shall be presented in writing to the Employer and it shall be processed in the following manner:

STEP I - The grievance shall be presented in writing to the designated management representative for discussion. The discussion shall be held within seven (7) calendar days. A written response from the management representative shall be provided to the Union within seven (7) calendar days after the Step I meeting.

STEP 2 - If no mutually agreeable conclusion is reached at Step 1, either party may refer the grievance to a disinterested third party to act as arbitrator. Referral to arbitration shall be in writing. The arbitrator may be selected in any manner agreed upon by the parties. The arbitrator thus selected shall proceed with ail dispatch possible to settle the dispute.

5.03 - All expenses of the arbitrator shall be shared equally by the Employer and the Union.

5.04 - Time periods set forth above may be extended by mutual agreement of both parties.

#### UNION SECURITY

6.01 - 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 not members of the Union, and all employees who are hired hereafter, shall on and after the 31st day following the effective or execution date of this Agreement, whichever is later, shall become and remain members in good standing of the Union as a condition of employment.

6.02 - In the event of failure to become a member within 31 days of the start of the employee's employment or the effective date of this Agreement, whichever is later, the employee shall, upon formal notice from the Union, be discharged by the Employer. If any member shall lose good standing by falling one (1) month in arrears in Union dues or assessments, uniformly required as a condition of retaining membership, the Employer shall, upon formal notice from the Union, discharge said employee.

6.03 - Discharges under this Agreement shall not be subject to review under the grievance procedure of this Agreement.

#### DUES CHECK OFF

7.01 - The Employer agrees to deduct each month from the wages of employees covered by this Agreement such Union dues, assessments and initiation fees as the Union advises the Employer are due from such employees, and to remit such monies to the Union immediately following the time of deduction. 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 not be irrevocable for a period in excess of one 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 this Agreement, to both the Employer and the Union by registered mail.

#### UNION ACTIVITIES

8.01 - There shall be no discrimination against any employee because of membership or activity in the Union. There shall be no interference with the operation of the Union so long as such operation or activities do not interfere with the work for the Employer.

#### NO DISCRIMINATION

9.01 - Employees shall be employed without discrimination as to age, sex, race, creed, color, and national origin. The Employer's hiring standards shall not exceed those required to perform the job being filled.

#### STRUCK WORK

10.01 - 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 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.

#### OVERTIME RATE - WORK WEEK

11.01 - All time worked in excess of the unit hours constituting either a workday or a workweek shall be construed as overtime. All time worked on the employee's regularly scheduled off day shall be construed as overtime.

11.02 - The Employer shall compensate for all overtime at the rate of time and one-half the individual employee's straight time rate.

### LUNCH PERIODS

12.01 - A lunch period of at least thirty (30) minutes and not more than one (1) hour shall be allowed for each shift such time not to be included in the number of hours specified for a day's or night's work. The lunch period shall be as near the middle of the employee's shift as the workload allows.

12.02 - The Employer has the right to discharge or discipline employees for just and sufficient cause only. The Employer agrees to notify the Union immediately upon instituting any such action. The Employer's notice shall be in writing and shall contain specific reasons why it has discharged or disciplined the employee. In the event any employee shall be discharged from employment or disciplined and the employee and/or the Union believes the employee has been unjustly discharged or disciplined, the employee and/or the Union may file a grievance and the procedure outlined in the Grievance-Arbitration provision will be followed; provided, however, only the parties signatory to this Agreement may invoke arbitration.

12.03 - Suspension and job transfer shall not be used as methods of discipline.

### SENIORITY

13.01 - Seniority of bargaining unit employees as used in the Agreement means continuous length of service with the Employer. Employment shall be deemed continuous unless interrupted by (a) dismissal for just and sufficient cause or (b) dismissal to reduce the force which lasts more than five years or (c) refusal to accept an offer of recall from layoff into the classification in which the employee worked when dismissed or (d) resignation or (e) retirement.

### SENIORITY PROTECTION

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

14.02 - 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 not suffer loss of job or seniority standing while so employed.

### REDUCTION OF FORCE

15.01 - When a reduction in force is required, such reduction shall be according to seniority, provided remaining employees are competent to perform the remaining work. Should there be an increase in the force, employees on layoff shall be returned to work, if available and competent to perform the job being filled before other employees may be hired.

### TRAINING

16.01 - When new equipment, techniques, or processes are introduced to perform bargaining unit work, only employees covered by this Agreement shall be trained to operate and maintain such equipment, techniques, or processes.

### APPRENTICE REGULATION

17.01 - The minimum scale of apprentices shall be not less than that provided for by Civil Law. Otherwise, such scale shall be in proportion to the journeyman's scale for day and night work as follows:

	<u>1<sup>st</sup> 6 months</u>	<u>2<sup>nd</sup> 6 months</u>
First year	65%	70%
Second year	75%	80%
Third year	85%	90%
Fourth year	95%	100%

## SAFETY AND SANITARY REGULATIONS

18.01 - The Employer agrees to furnish a clean, healthful, sufficiently ventilated, heated and lighted place for the performance of all work.

## VACATIONS

19.01 - Employees who have completed one (1) or more years of employment on December 31st of any year shall receive five (5) days of paid vacation during the following calendar year.

19.02 - Employees who have completed two (2) or more years of employment on December 31st of any year shall receive ten (10) days of paid vacation during the following calendar year.

19.03 - Employees whose employment is terminated for any reason, shall receive pay on a pro-rate basis for any vacation credits and bonuses earned and not taken.

## HOLIDAYS

20.1 - The recognized Holidays are:

New Year's Day  
Memorial Day  
Fourth of July

Labor Day  
Thanksgiving Day  
Christmas Day

or the days celebrated as such. All employees shall receive straight time pay for the above-named holidays when no work is performed. When a holiday falls on an employee's day off, during the employee's vacation or when the employee is out sick, the employee shall receive another day off with pay at a time mutually agreeable to the employee and the Employer, or the employee will receive an extra day's pay at the regular rate in lieu of the holiday. When work is performed on a holiday, employees shall receive a day's pay for the holiday in addition to double time for all time worked.

## BEREAVEMENT TIME

21.01 - Three (3) work days bereavement leave with pay shall be granted to an employee in the event of the death of the employee's spouse, father, mother, son, daughter, sister, brother, step-father, step-mother, step-son, step-daughter, step-sister, step-brother, half-brother, half-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren and grandparents.

## PENSION PLAN

22.01 - The employer agrees to deduct each month from the wages of the employees, who submit written authorization, funds for the CWA Supplemental Pension Fund. Such authorization shall not be irrevocable for a period of one (1) year. The Employer shall remit such monies to the Union immediately following the time of deduction.

## MEDICAL INSURANCE

23.01 - The Employer shall provide each employee covered by this Agreement with health insurance coverage, through the current Excellus group policy(s). Employer shall pay to Excellus on behalf of the employee cap amounts of \$343.57 per single contract, \$652.80 per employee + child contract, \$687.07 per employee + spouse contract, or \$917.76 per family contract. All additional premium and health care costs beyond the employer cap shall become the responsibility of the employee. Employee portion shall be deducted each bi-weekly pay period and forwarded to Excellus within the months billing cycle.

RECEIVED

HOURS

24.01 - Eight (8) hours shall constitute a day's work; five (5) days shall constitute a week's work.

24.02 - Eight (8) hours shall constitute a night's work; five (5) nights shall constitute a week's work.

CHECK-OFF BOX

25.01 - The Employer agrees to provide the Union with a multi-purpose check-off box. The Union agrees to indemnify and hold the Employer harmless against any all claims, suits, orders, or judgments, brought or issued against the Employer as a result of the action taken by the Employer under the provisions of this Article.

IRA PLAN

26.01 - The Employer shall provide the employees with a 401K Profit Sharing Plan.

WAGE INCREASE

27.01 - Effective April 1, 2018, each employee shall receive a two percent (2%) wage increase.  
Effective April 1, 2019, each employee shall receive a two percent (2%) wage increase.

DRUG & SUBSTANCE SCREEN/TESTING POLICY

28.01 - Effective May 1, 2004, the Employer will implement a new company policy, which will affect all new employees being hired, as well as current employees.

Signed this 27<sup>th</sup> of March 2018:

FOR THE EMPLOYER:

Sal DeBiase  
PRESIDENT - PHOENIX GRAPHICS INC

FOR THE UNION:

John Pusloskie  
PRESIDENT, CWA LOCAL 1170

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