

AGREEMENT BETWEEN
PHOENIX GRAPHICS, INC.

AND

LOCAL 1170 C.W.A.

April 1, 2025 - March 31, 2026

AGREEMENT

1.01 - THIS AGREEMENT, made and entered into this March 26th 2025, 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, 2025 and ending March 31, 2026.

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 production and maintenance 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 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 all 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 more than 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.

CONTRACT RENEWAL

17.01 - The first pay period of this new contract, April 11, 2025, a 3% increase will go into effect for all employees. Also, in April 2025, 3% of each employee's gross income will be deposited into their individual Safe Harbor/401k accounts.

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.

PAID TIME OFF (PTO)

19.01 - Upon date of hire, all employees of Phoenix Graphics are eligible for and offered PTO consistent with New York State Paid Sick Leave. The provisions of this Agreement will be administered in accordance with Labor Law Section 196-b.

In New York State, employees earn time to use in case of illness, health appointments and domestic violence. The following are important aspects of this policy:

- In accordance with New York State guidelines, employees accrue 1 hour of Sick Leave for every 30 hours worked, to a maximum of 40 hours.
- Sick leave may be used in no less than 1-hour increments.
- The maximum amount of sick leave that can be used annually is 40 hours.
- Paid sick leave will be used when an employee requests sick time.
- Sick leave hours are part of PTO hours, not in addition to PTO hours.
- Employees who use New York Paid Sick leave for three or more consecutive days are required to bring in a doctor's note to return to work.

Once a full-time employee (defined as any employee consistently working 30 or more hours per week), has completed six months of service from hire (anniversary) PTO will follow the schedule below:

After six months of service - 40 hours

After one year of service - 80 hours

After five years of service - 120 hours

After 15 years of service - 160 hours

PTO must be used in one-hour increments and are subject to approval by your supervisor. If the date you request is not available, an alternative date will be offered. All (PTO) Paid Time Off is calculated per calendar year and credited to the employee each January 1st, any unused PTO hours (up to 80 hours) from prior year will be paid out the first pay period of January. PTO is paid on a straight time basis at employee's current hourly rate. If you resign voluntarily giving the requested advance notice, as well as work the entire notification period, you will be paid for earned but unused PTO.

If employment is involuntarily terminated due to reasons other than misconduct, employee will be paid the amount of PTO hours that has been earned up through your date of termination.

HOLIDAYS

20.01 - The recognized Holidays are:

- New Year's Day - January 1st
- Good Friday - Friday, April 18th
- Memorial Day - Monday, May 26th
- Independence Day - Friday, July 4th
- Labor Day - Monday, September 1st
- Thanksgiving Day - Thursday November 27th and Friday, November 28th
- Christmas Day - Thursday, December 25th and Friday, December 26th

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. Any employee who has an unplanned absence, other than a validated illness, the day before or the day after a Holiday will not receive Holiday Pay.

BEREAVEMENT TIME

2 1. 01 - Three (3) workdays 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, stepfather, stepmother, stepson, stepdaughter, stepsister, stepbrother, 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 amounts capped according to the plan and plan type below:

2025 current Medical Cost Summary				
Plan	Tier	Employee Monthly Premium	Employee Per Pay Period	Employee Annual Cost
Platinum 2	EE	\$763.83	\$352.54	\$9,166
	EE+Spouse	\$1,527.66	\$705.07	\$18,332
	EE+Children	\$1,298.51	\$599.31	\$15,582
	EE+Family	\$2,176.92	\$1004.73	\$26,123
Plan 1				
Gold 6-high deduct	EE	\$534.86	\$246.86	\$6,418
	EE+Spouse	\$1,069.72	\$493.72	\$12,837
	EE+Children	\$909.26	\$419.66	\$10,911
	EE+Family	\$1,524.35	\$703.54	\$18,292
Plan 2				
Standard Gold	EE	\$537.27	\$247.97	\$6,447
	EE+Spouse	\$1,136.54	\$524.56	\$13,638
	EE+Children	\$1,053.88	\$486.40	\$12,647
	EE+Family	\$1,766.80	\$815.44	\$21,202
Plan 3				
Bronze 4	EE	\$243.53	\$112.40	\$2,922
	EE+Spouse	\$307.62	\$141.98	\$3,691
	EE+Children	\$261.47	\$120.68	\$3,138
	EE+Family	\$785.38	\$362.48	\$9,425

PHOENIX HOLIDAY SCHEDULE 2025

New Year's Day..... Wednesday, January 1st

Good Friday..... Friday, April 18th

Memorial Day..... Monday, May 26th

Independence Day..... Friday, July 4th

Labor Day..... Monday, September 1st

Thanksgiving..... Thursday & Friday, November 27th & 28th

Christmas..... Thursday & Friday, December 25th & 26

Martin Luther King Jr. Day will be added to Phoenix Graphics Holiday Schedule
Starting Monday January 19th, 2026

All additional premium and health care costs beyond the employer cap shall become the responsibility of the employee. The employee portion shall be deducted each bi-weekly pay period and forwarded to Excellus within the month's billing cycle.

HOURS

24.01 -A day's work shall normally be eight (8) hours; five (5) days shall constitute a normal work week.

24.02 -A night's work shall normally be eight (8) hours; five (5) nights shall constitute a normal work week.

24.03 - In lieu of layoff, the hours and days above in 24.01 and 24.02 may be changed to adjust to changes in the business environment, however, the hours scheduled per week shall not be less than 32 hours. The Union and employees will be given 21 days advance notice of changes to the 40-hour work week.

24.02-If provision 24.03 is implemented above, the Company will first seek volunteers who may agree to have their hours reduced. If the need isn't met by volunteers, then hours will be reduced from those having the least seniority.

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 all claims, suits, orders, or judgments, brought or issued against the Employer because of the action taken by the Employer under the provisions of this Article.

401K PROFIT SHARING PLAN

26.01 -The Employer shall provide the employees with a 401K Profit Sharing Plan and provide a contribution equivalent to 3% of the employee's gross wages from the prior year.

WAGE INCREASE

27.01 - Effective April 1, 2023, each employee shall receive a three percent (3%) 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 26th of March 2025:

FOR THE EMPLOYER:

Gary Cvetic
GARY CVETIC
PRESIDENT

FOR THE UNION:

John Fusloskie

