

## **AGREEMENT**

THIS AGREEMENT made and entered into this 10th day of November, 2017 by and between: American Union Graphics (hereafter sometimes referred to as the "Employer") through its authorized representatives and Communications Workers of America Local 14631 (hereafter sometimes referred to as the "Union") by its officers or a committee duly authorized to act in its behalf shall be effective September 1, 2017 and ending August 31, 2021.

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 for the purposes of collective bargaining with respect of rates of pay, wage, hours of employment, and all other conditions of employment of all employees of the Employer, wherever the work is performed.

## **JURISDICTION**

2-01. Jurisdiction of the Union and the appropriate unit of collective bargaining is defined as including, but not limited to: any and all composing room work, input and operation of computers; bindery work; printing; stretch wrapping; delivery and receipt of product; maintenance work; sales; IT work; and any and all work presently performed by employees of the Employer, wherever performed. The Employer shall make no other contract covering work as described above, and all work within the jurisdiction of the Union shall be performed only by employees covered by this Agreement.

2-02. In the event the Employer decides to introduce any new work not presently performed; equipment, machinery or process which is a substitute for, or evolution of, present equipment, machinery or process, employees covered by this agreement will perform all work within the jurisdiction of the Union regardless of the equipment or material used or where the work is to be performed. The Employer agrees to provide employees with adequate equipment and full opportunity to become proficient on all such equipment and processes.

2-03. It is further agreed that whenever a computer is used for any work, the Union's jurisdiction includes the preparation of all input and handling of all output, operation of the computer and all input and output devices, programming (except that programming which is provided by the manufacturer or lessor as part of the standard services for the lease or purchase of the equipment), and maintenance of all the foregoing equipment and devices (except that maintenance which under the lease agreement must be provided by the lessor).

### **PURPOSE OF AGREEMENT**

3-01. It is 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 rate of pay, hours of work, and other terms and conditions of employment to be observed by the parties hereto.

### **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.

### **DUES CHECK-OFF / COPE**

5-01. 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.

5-02. The Employer agrees to deduct and transmit to CWA COPE a specified amount per pay period from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by PPMWS/CWA Local 14631. 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**

6-01. 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**

7-01. 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**

8-01. 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.



8-02. 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.

### **HOURS**

9-01. Eight (8) hours shall constitute a day's work; five (5) days shall constitute a week's work.

9-02. Eight (8) hours shall constitute a night's work; five (5) nights shall constitute a week's work.

9-03. 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 be a night shift.

### **PART-TIME EMPLOYEES**

10-01. A part-time employee is one who works less than thirty (30) hours per week.

10-02. A part-time employee shall not be employed to perform work normally or appropriately performed by a full-time employee where, in effect, such employment would eliminate or displace a full-time employee.

10-03. A part-time employee shall be paid on an hourly basis equivalent to the rate of pay provided elsewhere in this Agreement for the employee's classification and experience rating.

10-04. A part-time employee shall advance on the schedule providing rate of pay and shall receive all benefits provided in this Agreement except where specifically excluded. Where benefits or wages are provided based on length of employment a part-time employee's time shall be based on duration of employment and not actual hours worked.

### **OVERTIME RATE-WORKWEEK**

11-01. All work performed in excess of eight (8) hours a day and/or forty (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 (32) 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.

11-02 The Employer shall cause a record of all overtime to be kept. In the event of a dispute concerning overtime payments, the Employer shall provide the Union with a copy of the overtime record of the person or persons involved.

11-03. 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**

12-01. A lunch period of at least thirty (30) minutes and not more than one 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.

### **HOLIDAYS**

13-01. The recognized Holidays are:

- New Year's Day;
- Martin Luther King (Or Personal Holiday in lieu of);
- Memorial Day;
- Labor Day;
- July 4<sup>th</sup>;
- Thanksgiving
- Friday After Thanksgiving;
- Christmas

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.

### **FULL SHIFT**

14-01. No employee shall be paid for less than a full shift except when discharged for cause or excused at his own request or acts of God.

### **FOREMAN**

15-01. The operation, authority, and control of each department shall be vested exclusively in the office through its representative, the foreman, who shall be a member of the Union. In the absence of the foreman, the foreman-in-charge shall so function.

### **DISCHARGE**

16-01. 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.

16-02.

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

### **REDUCTION OF FORCE**

17-01. When a reduction in force is required, such reduction shall be according to seniority, provided exceptions may be made only where remaining employees are not 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.

### **SANITARY REGULATIONS**

18-01. The Employer agrees to furnish a clean, healthful, sufficiently ventilated, properly heated and lighted place for the performance of all work; and all machines or apparatus from which dust, gases or other impurities are produced or generated shall be equipped in such manner as to protect the health of employees.

### **VACATIONS**

19-01. Employees who have completed one (1) or more years of employment on December 31 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 on December 31 of any year shall receive one (1) day of paid vacation during the following calendar year for each twenty-six (26) days worked or major portion thereof.

19-02. Employees who have completed two (2) or more years of employment on December 31 of any year shall receive ten (10) days of paid vacation during the following calendar year.

19-03. Employees who have completed five (5) or more years of employment on December 31 of any year shall receive fifteen (15) days of paid vacation during the following calendar year.

19-04. 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 more senior employee desiring the period shall be given first preference.

19-05. Employees whose employment is terminated for any reason shall receive pay on a pro-rata basis for any vacation credits and bonuses earned and not taken.

### **SICK/PERSONAL LEAVE**

20-01. The Employer shall provide five (5) days per year of paid sick leave at the employee's regular straight time rate to each employee who has completed twelve (12) months of employment.

### **PREGNANCY AND MATERNITY LEAVE**

21-01. The Employer cannot accord pregnant employees when able to work fewer rights than well employees, or when disabled by pregnancy less rights than other disabled employees.

21-02. A pregnant woman who wants to and is able to work must be hired on the same basis as any other employee, and after hire must be treated as any well employee. Pregnancy shall not be a valid reason for refusing to hire or for discharging, laying off, denying promotions or job assignments.

### **TRAINING**

22-01. When new equipment, techniques, or processes are introduced to perform bargaining unit work, only employees covered by the Agreement shall be trained to operate and maintain such new equipment, techniques or processes.

22-02. The Employer shall notify the Union immediately after placing order for purchase, or making a decision to install (whichever comes first) new equipment, techniques or processes. In no event may such equipment, techniques or processes be introduced into production until at least sixty (60) days notice has been given to the Union.

22-03. Immediately after receipt of notice by the Union of the introduction of new equipment, techniques or processes, the parties shall form a joint training committee. The purpose of such committee shall be to develop a training program, schedule training and

select employees to be trained. In the selection of employees to be trained, the committee shall follow the principle of seniority whenever possible.

22-04. The Employer agrees to provide reasonable opportunities that do not restrict production in order for employees to broaden their skills through training on jobs other than those normally assigned. Such training to be offered on a voluntary basis according to seniority whenever possible.

### **WAGES AND HOURS**

23-01. It is agreed that the Journeyman Wage rate will be \$24.00 per hour at the signing of this Agreement. There will be a wage increase of not less than two-percent (2%) on each succeeding year of this Agreement.

<b><u>Effective Date</u></b>	<b><u>Weekly Rate</u></b>	<b><u>Hourly Rate</u></b>
September 1, 2017	\$960.00	\$24.00
September 1, 2018	\$979.20	\$24.48
September 1, 2019	\$998.40	\$24.96
September 1, 2020	\$1,018.00	\$25.45

### **APPRENTICE REGULATIONS**

24-01. The minimum scale for 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:

	<b><u>1<sup>st</sup> six (6) months</u></b>	<b><u>2<sup>nd</sup> six (6) months</u></b>
First Year	60%	65%
Second Year	70%	75%
Third Year	80%	85%
Fourth Year	90%	95%

24-02. The term of apprenticeship shall not exceed four years and may be shortened by mutual agreement of the Employer and the Union. When an apprentice's term is shortened, wages shall be upgraded accordingly. Apprentices shall be provided thorough training in all work of the craft.

### **BEREAVEMENT LEAVE**

25-01. An employee shall be entitled to three (3) days off with pay for bereavement leave for the death of Spouse, Mother, Father, Brother, Sister, Grandparents, Son, Daughter, Grandchildren, Mother-in-Law, Father-in-Law, Brother-in-law, Sister-in-law, Step-father, Step-mother, Step-son, Step-daughter, Step-brother, Step-sister, Half-brother,



Half-sister, or any other relative who has been making his or her home with the employee.

### **JURY DUTY**

26-01. 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 in advance.

26-02. 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.

### **HEALTH BENEFITS**

27-01. The Employer shall maintain the current level of medical coverage for all its employees for the duration of the contract at no (additional) cost to employee. New employees shall be entitled to the same coverage after ninety (90) days.

### **UNION ACTIVITIES**

28-01. 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.

### **NO DISCRIMINATION**

29-01. Employees shall be employed without discrimination as to age, sex, race, creed, color, national origin. The Employer's hiring standards shall not exceed those required to perform the job being filled.

### **SENIORITY**

30-01. Seniority of bargaining unit employees as used in this 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 (5) 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.

### **PRIORITY/SENIORITY PROTECTION**

31-01. 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.

31-02. 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.

### **BULLETIN BOARD**

32-01. The Employer agrees to provide space for a bulletin board suitably placed for the use of the Union.

### **SEVERANCE PAY**

33-01. In the event of consolidation or suspension of operations by the Employer, employees covered by this Agreement who have one (1) or more years of continuous service shall receive severance pay of not less than one (1) weeks of pay at the individual's regular rate of pay, to be paid immediately upon notice of layoff.

33-02. Employees laid off to reduce the force shall receive two (2) weeks of pay at the individual's regular rate of pay, to be paid immediately upon notice of layoff.

### **OUTSIDE ACTIVITIES**

34-01. Employees shall be free to engage in any activities outside of working hours, provided such activities do not conflict with the employee's regular duties to the Employer.

### **SUCCESSORSHIP CLAUSE**

35-01. This agreement shall be binding upon the Union and the Company, their successors and assigns, and shall continue in full force and effect in the event of the sale or other transfer of the business covered by this agreement. As a condition of sale or other transfer of the business covered by this agreement, the Company shall require the transferee to assume and adopt the terms and conditions of this agreement, and to continue to recognize the Union as the sole bargaining agent for the employees covered by this agreement.

### **PARTIES TO THE AGREEMENT**

36-01. 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 10th day of NOVEMBER, 2017

For the Employer:

Benjamin Herman

COO

For the Union:

Chad A

Juanita Vally

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.

\_\_\_\_\_  
President