Agreement Between

PRINTING SERVICES

University of Minnesota

and

LOCAL 1-B, TWIN CITIES

District Council No. 1

of the

Graphic Communications Conference
International Brotherhood of Teamsters



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Agreement Between

University of Minnesota PRINTING SERVICES

and

GCC/IBT Local 1B, TWIN CITIES

Contract and Scale of Wages

THIS AGREEMENT made and entered into between the University of Minnesota and GCC/IBT Local 1B, Twin Cities by the officers duly authorized to act in its behalf, hereinafter called the Union.

Duration of Contract

SECTION 1.

THIS CONTRACT shall be effective June 21, 2021 and shall terminate upon notice of either party to the other on June 30, 2024. Furthermore, either party may serve a written notice sixty (60) days prior to any subsequent annual expiration date of its desire to terminate, modify or amend the Agreement.

Coverage of Contract and Union Security SECTION 2.

(a) University of Minnesota Printing and Graphics bindery workers whose employment exceeds the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week and who are employed more than sixty-seven (67) working days in any calendar year, but excluding students, managerial, supervisory and confidential employees and other employees excluded by the Public Employment Labor Relations Act, Minn. Stat. 179.01 et. seq., as amended from time to time, shall be covered by this Agreement. This includes the following classifications: 5209 Printing Production Assistant, 5210 Printing Equipment Operator, 5211 Printing Production Foreperson.

- (b) All employees of the Employer covered by this Agreement shall be members of the Union in good standing in accordance with the Public Employment Labor Relations Act, Minn. Stat. 179A.06 Subd. 3, as amended from time to time. The EMPLOYER shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly union dues. Such monies shall be remitted bi-weekly to the UNION.
- (c) The business representatives of the Union shall be privileged to visit the bindery at their convenience, but shall make their presence known to the Employer prior to or at the time of their visit and shall cooperate with the Employer insofar as customer security requirements, legal requirements and undue interference with work is concerned.
- (d) When new or additional employees are needed, the Employer must notify the Union of the number and classification of the employees needed and the Union shall refer those applicants who are immediately available to the Employer. Referral by the Union of applicants will be on a non-discriminatory basis.

Grievance and Arbitration SECTION 3.

- (a) After every attempt is made by the Union Steward and a Supervisor, representing management, to adjust a dispute that may arise, the Union and the Employer do hereby agree to the following grievance procedure:
 - 3.1 Step 1. When a dispute or controversy arises over the interpretation of, or adherence to, the terms and provisions of this Agreement, the Union must within fifteen (15) working days, officially notify in writing the Employer that a dispute exists. A meeting shall then be held within five (5) working days between the Business Agent of the Union and the Employer, in an attempt to resolve the dispute. If a resolve cannot be reached, the grievance will proceed to Step 2.
 - 3.1 Step 2. If no resolve can be reached in Step 1, a meeting shall be held within ten (10) working days, between the Next level of Management and the Business Manager of the Union, in an attempt to resolve the dispute. If no agreement can be reached, the Union and the Employer shall proceed to step 3.

- 3.1 Step 3. If the Union and the Employer cannot reach a resolve in Step 2, either party shall, within ten (10) working days, make a written request, with a copy of such request concurrently sent to the other party to this Agreement, to the Minnesota State Bureau of Mediation Services, for a list of a minimum of five (5) arbitrators. The aggrieved party shall first strike one name, with the other party striking the second name, the aggrieved party striking a third name and the other party striking a fourth name and the last remaining name shall be the arbitrator. The grievance shall be presented to the arbitrator and the decision of the arbitrator shall be in writing and shall be final and binding upon all parties concerned. The list submitted by the Bureau of Mediation Services shall be confined to arbitrators who are residents of the Twin City Metropolitan area.
- (b) The fees and expenses of the arbitrator shall be paid one-half (1/2) by the Employer and one-half (1/2) by the Union.
- (c) The time frames spelled out in Steps 1, 2 and 3 may be adjusted, as mutually agreed upon, by the Employer and the Union. No grievance is valid unless submitted to the other party in writing within thirty (30) calendar days after its occurrence except in the case of discharge in which case the grievance must be filed within seven (7) days after the Union's receipt of written notice of the discharge, as set forth in Section 27 of this Agreement. In addition, no grievance shall be entitled to consideration unless or until it is submitted in writing to the Employer with a copy to the Union, signed by the employee aggrieved and/or a Union Representative.
- (d) Either the Shop Steward or the Union Business Representative or both shall be given the opportunity to be present when any grievance is presented and/or settled.
- (e) It is understood and agreed that the party losing the arbitration shall immediately become and remain in compliance with said award until such time as said award shall have been reversed by a court of competent jurisdiction. In the event said award calls for the payment of money, such sum shall be deposited in a local bank in escrow within ten (10) days of the date of the award and shall remain there until determination on appeal, if any, by a court of competent jurisdiction. In the event such appeal is successful, said sum of money shall immediately be refunded to the prevailing party; nevertheless, that if no appeal is commenced within thirty (30) days after receipt of the arbitration award, said sum of money shall then be paid immediately to the prevailing party.

Wage Rates

SECTION 4.

(a) The wage rates in effect at the expiration of the previous Contract and as set forth below will remain in effect except as provided in the subsequent paragraphs.

There will be a 1.5% salary increase for J1 and JPW employees in the bargaining unit as of June 21, 2021.

There will be a wage increase for employees on July 1, 2022 and July 1, 2023 in the same percentage as that in the Spring 2022 and Spring 2023 Compensation Instructions Memo for Civil Service employees.

SECTION 4(b) Incentive Pay

A payment of \$0 to \$1,000.00 for each employee in the bargaining unit as of October 1, each year of the contract. Employees with less than one full year of service during the fiscal year being measured will receive a prorated payment based on the number of completed calendar months in the fiscal year being measured. Payment will be made on or before October 31st following the close of the fiscal year being measured, in accordance with the following:

If fiscal year-end Net marg Services Income Statemer	
greater than:	Payment is:
\$100,000.00	\$225.00
\$150,000.00	\$375.00
\$200,000.00	\$550.00
\$250,000.00	\$750.00
\$350,000.00	\$1,000.00

			6/2	1/2021	7/1/2022**	7/1/2023**
J-1 (Journeyperson 1)		\$	28.28	**TBD	**TBD	
J.P.W (Journeyperson Production Worker)			\$	20.66		
Journeyperson 1						
Apprentices						
1st 6 Months	70%	of J-1 Rate	\$	19.79		
2nd 6 Months	73%	of J-1 Rate	\$	20.65		
3rd 6 Months	77%	of J-1 Rate	\$	21.78		
4th 6 Months	80%	of J-1 Rate	\$	22.62		
5th 6 Months	85%	of J-1 Rate	\$	24.04		
6th 6 Months	90%	of J-1 Rate	\$	25.45		
7th 6 Months	95%	of J-1 Rate	\$	26.87		
8th 6 Months	98%	of J-1 Rate	\$	27.71		
Thereafter	100%	of J-1 Rate	\$	28.28		
Journeyperson						
Production Worker						
Apprentices						
Start thru 1st 3 Months	75%	of JPW Rate	\$	15.49		
4th thru 9th Months	80%	of JPW Rate	\$	16.51		
10th thru 15th Months	85%	of JPW Rate	\$	17.54		
16th thru 21st Months	90%	of JPW Rate	\$	18.59		
22nd thru 27th Months	95%	of JPW Rate	\$	19.62		
Thereafter	100%	of JPW Rate	\$	20.66		

- (c) The second shift premium will be \$.35 per hour and the third shift premium will be \$.48 per hour.
- (d) In computing dates for automatic progression in wage rates, the date of indenture shall be used for Apprentice J-1 and the hire data used for other classifications.
- (e) Employees covered by this Contract, receiving hourly rates higher than the minimum rates provided in this Contract, shall receive the increase negotiated. Such higher hourly rates shall be continued during the term of this Agreement unless reduced or removed by the Employer for just cause. Any dispute over what constitutes "just cause" shall be subject to the grievance and arbitration provisions of Section 3. herein; provided, however, it shall be optional with the Employer to grant or withhold any increase effective at any subsequent date unless withholding of the increase would result in a rate less than minimum.
- (f) Any Journeyperson 1 or Journeyperson 1 Apprentice with two (2) or more years as an apprentice who is forced to take lower classification as a result of layoff, shall be paid the regular rate of pay

for up to thirty-one (31) shifts per Contract year. Thereafter, the employee may be paid the rate the job requires at the Employer's option.

Cost of Living

 $(\ensuremath{\mathrm{g}})$ $\;$ Language to remain but all effects of COLA are frozen for the term of the Contract.

(h) During the life of the Contract, the wage rate for each employee will be increased or decreased in accordance with the rise or fall of the Consumer Price Index for Urban Wage Earners and Clerical Workers (Including Single Worker) 1967 = 100 for all Cities issued by the United States Bureau of Labor Statistics, but at no time will the rates be below the wage scale in effect on
(i) For each 1 point rise of the U.S. All Cities (w) Index above the April, 1985 base, there will be a \$.04 per hour increase in hourly rates on the appropriate hourly rate. Likewise, when the Index drops 1 point, there will be a \$.04 reduction in the hourly rates on the appropriate wage rate, but in no event below the rates in effect on Calculations will be made semi-annually based on the rise and/or fall of the Index between and the Index figure each subsequent October and April.
(j) Wage adjustments as a result of this clause will be effective on:
(k) The wage scales adjusted in accordance with this Article, which are effective on, shall be deemed to be the wage scale incorporated into this Agreement upon expiration of this Agreement.
(l) No adjustments, retroactive or otherwise, shall be made due to any correction which may later be made in the published figures for BLS Consumer Price Index.
(m) In the event the BLS discontinues the issuance of the Consumer Price Index used by the parties for computing cost of living adjustment, the parties shall substitute for such index the index issued by the Bureau to replace the discontinued index.

Picket Lines

SECTION 5.

Any employee covered by this Agreement who strikes in violation of the Public Employment Labor Relations Act, Minn. Stat. 179A.19, as amended from time to time, may have their employment terminated effective the date the violation first occurs.

Jury Duty

SECTION 6.

When permanent employees receive notice of jury duty, they shall notify their supervisor at once. They will be given leave for such jury duty and will be made whole for loss of pay during this period. When the time comes for employees to go on jury duty, they will be transferred automatically to days and will be considered a day shift employee until jury duty is completed, furthermore, the employee shall not be required to report to work before going on jury duty.

An employee shall have the right to reject night work during the period of jury service. It shall be deemed a violation of this Contract for the Employer to compel such employee to work a night shift by any act of discrimination, directly or indirectly, in tenure, terms or conditions of employment. In making the employee whole, their wages will be computed in accordance with the provisions of Section 13.(q), as if they had worked on the first shift at straight time and be paid in full therefore, minus the amount evidenced by their jury check.

A substitute will not be required to replace any employee on jury duty. In no event shall jury allowance be made in any one calendar year to an employee for over two weeks of such service; provided, however, that an employee is assigned to a trial to continue beyond the two weeks of such service may continue without loss of wages (provided the employee complies with the other provisions of this Section) until the end of the trial assignment but in no event longer than five additional work days. Whenever considered necessary by the Employer, because of the needs of the business at a particular time or the difficulty of substituting for the particular employee, said employee will cooperate with the Employer in requesting and obtaining a postponement of said jury duty.

Call In Pay

SECTION 7.

In no case shall an employee receive less than a day's pay or night's pay at the straight time rate except when discharged for cause or excused at their own request. The full shift provision shall not apply where plant operations affecting the particular employee's job are interrupted for reasons beyond the control of the Employer such as fire, explosion, power failure or acts of God. Where the interruption of work occurs after the employee has punched in and started work, the employee shall receive pay for the full shift, regardless of the reason for the interruption. Whenever work is scheduled for Saturdays, Sundays or holidays, the employee shall be guaranteed five (5) hours work at applicable rates.

Notice of Overtime

SECTION 8.

- (a) The Employer shall give employees reasonable notice of overtime; however, as to overtime to be worked anytime, Monday through Friday, (Sunday through Thursday as it may apply to the third shift), no employee shall be required to work overtime unless the Employer gives advance notice thereof within the first four (4) hours of the employee's regular work shift, provided said employees have to work two (2) or more hours overtime.
- (b) Employees will not be required to work overtime on Saturday, Sunday or Holidays unless the employees have been notified of such overtime in advance, so that there is at least one shift worked following the time of notification.
- (c) An employee, not scheduled during the week, may not be forced to work Saturday, Sunday or Holidays except by mutual agreement.

Overtime Pay

SECTION 9.

(a) All work done during the noon intermission and all overtime in excess of seven (7) hours will be paid for at time and one-half up to three (3) hours of overtime; all overtime in excess of ten (10) hours will be paid for at double the regular rate. Saturday overtime will be at one and one-half (1-1/2) for the first three hours and double time thereafter. Day or night work done on Sunday shall be paid for at the rate of double time.

When the forty (40) hours option is in effect, all overtime in excess of eight (8) hours will be paid for at one and one-half (1-1/2) up to ten hours. All hours worked in excess of ten (10) hours will be paid at double time thereafter. (See Work Week and Hours.)

- (b) Nothing in the foregoing shall be construed as allowing members to work more than the regular hours in any one day or night, unless paid for at overtime rates. A period of at least eight (8) hours shall elapse between the time overtime ceases and regular time begins, except that overtime shall be paid for each hour that employee works until the eight hour interval has elapsed.
- (c) The Lead Worker in charge will notify the employees affected personally or by a posting procedure immediately after they become aware of the requirement of overtime work. Overtime will be assigned to employees capable of performing the work within the respective

classifications: Journeyperson 1, Journeyperson 1 Apprentice and Journeyperson Production Worker (J.P.W.) consistent with seniority standing where practicable. Employees performing work on jobs where overtime is required may proceed to finish the job in an orderly manner. Overtime work on Saturday, Sunday or Holidays will be scheduled by the Employer and the employees normally working on the shift involved will be assigned the overtime. The assignment will be in accordance with their seniority standing on that shift where practicable.

- (d) The senior employee on duty will have the right to turn down overtime for any reason. Each succeeding employee in order of seniority shall have the right to reject overtime with the exception that the junior employee or employees, in sufficient number to perform the work, will be required to accept the assignment.
- (e) Reasonable excuse by the most junior employee affected will be accepted as a justification for the rejection of overtime provided that a qualified substitute is available.

The Employer may not make unreasonable demands upon the same employee or employees for overtime, either in frequency or duration.

- (f) Should the Employer reject a personal excuse of any individual employee, the employee affected will be required to perform the overtime and file a grievance if they desire. If it is determined at a grievance meeting that the employee's excuse was reasonable then the employee will receive penalty pay in an amount equal to that amount they earn by working overtime.
- (g) If the matter is not resolved in a grievance meeting and is submitted to arbitration, the party losing the arbitration will pay all of the costs of the neutral arbitrator. In addition, if the employee is sustained, the Employer will pay the extra pay penalty as well.
- (h) No employee shall be required to return to work unless a period of eight (8) hours has elapsed between quitting time on the previous day and starting time on the next shift.
- (i) Overtime work shall not be construed to be part of the regular work week.
- (j) Journeyperson Production Workers, (J.P.W.'s) who have not attained seniority shall not work overtime unless all Journeyperson 1 and Journeyperson 1 Apprentices who have attained seniority have been given the opportunity to work.

(k) No Apprentice Journeyperson 1 or Journeyperson Production Worker, (J.P.W.), in progression shall work overtime if there is a top rated employee in the appropriate classification available on that shift who is qualified to perform the work involved. Pursuant to this subsection, a Journeyperson 1 and Journeyperson Production Worker (J.P.W.) may bump an employee in progression in their respective classifications at the end of the shift.

Transferability of Help

SECTION 10.

- (a) Any and all help is transferable in the Bindery Department.
- (b) Overtime will be assigned in accordance with Section 9.
- (c) However, no J.P.W. employee can be required to transfer to, or perform, work in, any other classification without the J.P.W. employee's consent.
- (d) In the event of a layoff, any J.P.W. employee who has permanently transferred from one classification to the other will retain their seniority position in the classification transferred out of for one (1) year after the date of transfer.

Holiday Overtime Pay SECTION 11.

- (a) Day or night work done on New Year's Day, Martin Luther King Day Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, Christmas Day, or days celebrated as such, and the floating holiday shall be paid for at the rate of three (3) times the straight time hourly rate. It is further agreed that the employees covered by this Contract shall not work on Saturday at straight time rates for purpose of making up for a holiday. It is further understood that if a holiday occurs during the time an employee is on vacation, the holiday will not be charged to vacation.
- (b) The floating holiday designated by the employee shall be taken at a time selected by the employee, with the supervisor's approval, provided the request is submitted to the employee's supervisor in writing at least fourteen (14) calendar days in advance. The supervisor may waive the fourteen (14) day advance notice if staffing needs permit. The floating holiday must be used between July 1st and June 30th each year.

- (c) The Employer will grant all but two (2) J-1 employees' requests to take Good Friday as a floating holiday. However, if necessary, two J-1 employees will be assigned to work on Good Friday based on inverse order of seniority.
- (d) Employees shall receive seven (7) hours pay for three and one-half (3-1/2) hours of work performed on December 31st provided December 31st falls Monday thru Friday. Third shift employees starting their work week on Sunday shall receive seven (7) hours pay for three and one-half (3-1/2) hours of work performed on December 31st provided December 31st falls Sunday thru Thursday. Employees working beyond three and one-half (3-1/2) hours shall be paid at the rate of three (3) times straight hourly rate. The one-half holiday for December 31st shall not be payable to employees on vacation.

Holiday pay

SECTION 12.

- (a) When no work is performed on the above enumerated nine holidays or days celebrated as such, holiday pay shall be based on the average straight time hours worked the previous Monday through Saturday, with a maximum of eight (8) hours per day but in no case less than seven (7) hours. The Employer shall have the privilege of working any or all employees on such holidays if necessary in which event payment shall be made in accordance with the provisions of Section 11. of this Agreement. If any of said holidays falls on an employee's regular day off, the Employer has the option of granting Friday or Monday off provided the option is posted one week prior to said holiday. It is further understood that granting of pay for holidays is limited to employees who have been on the payroll of the Employer for thirty (30) calendar days or more prior to said holidays and provided the employee is on the job for their regular work shift immediately prior to and following said holidays except as herein otherwise provided. Absence from said shifts by mutual agreement shall not disqualify the employee from receiving holiday pay.
- (b) An employee with seniority who is on temporary layoff shall be paid for the holiday to the same extent as if they had worked and qualified in accordance with the above under this section, provided they have worked during the work week of the holiday, or in the work week prior to or in the work week following said holiday.
- (c) Employees with seniority absent due to illness or accident and therefore, not qualified under the above shall nevertheless receive holiday pay if the particular holiday occurs during the first forty-five (45) calendar days of said absence; provided, however, that employees absent due to sickness or accident, whose absence is limited to the scheduled day before or after the holiday (or both) will not be entitled to holiday pay.

Vacations

SECTION 13.

- (a) Employees who on May 1, have at least twenty-five (25) years of experience working in classifications covered by Contracts for Employers who are signatories to Agreements in the Minneapolis-St. Paul area, and seven (7) years with the Employer shall receive five (5) weeks vacation at their regular rate of pay. Vacations shall be based on one (1) day for each eight (8) shifts worked or paid for from May 1st to May 1st, but no more than five (5) weeks.
- (b) Employees who on May 1, have at least ten (10) years of experience working in classifications covered by Contracts for Employers who are signatories to Agreements in the Minneapolis-St. Paul area, shall receive four (4) weeks vacation at their regular rate of pay. Vacations shall be based on one (1) day for each ten (10) shifts worked or paid for from May 1st to May 1st, but no more than four (4) weeks.
- (c) Employees who on May 1st, have at least five (5) years of experience working in classifications covered by Contracts for Employers who are signatories to Agreements in the Minneapolis-St. Paul area, shall receive three (3) weeks vacation at their regular rate of pay. Vacations shall be based on one (1) day for each fourteen (14) shifts worked or paid for from May 1st to May 1st, but no more than three (3) weeks.
- (d) Employees qualified for a third, fourth or fifth week of vacation shall take the same at a time mutually satisfactory and agreeable to the employee and the Employer. While the Employer may deny vacation scheduling during busy periods of the year, the employee shall have the option to take the third, fourth or fifth week of vacation at other times available to them.
- (e) Employees who on May 1, have at least two (2) years of experience working in classifications covered by Contracts for Employers who are signatories to Agreements in Minneapolis-St. Paul area shall receive two (2) weeks vacation at their regular rate of pay. Vacations shall be based on one (1) day for each twenty-one (21) shifts worked or paid for from May 1st to May 1st, but no more than two (2) weeks.
- (f) Employees having more than one year of service but less than two (2) years of service with an Employer on May 1st shall receive a vacation on the basis of one (1) day for each forty-two (42) shifts worked for the first year of service plus one day vacation for each twenty-one (21) shifts worked after one (1) year, but no more than two (2) weeks.

- (g) Employees having one year of service with an Employer on May 1st shall receive one (1) week of vacation at their regular rate of pay.
- (h) Employees having less than one (1) year but more than two (2) months of service with an Employer on May 1st shall receive a vacation on the basis of one (1) day for each forty-two (42) shifts worked, but no more than one (1) week. Effective May 1, 2008, new employees having worked 210 shifts or more from their date of hire to May 1st shall be credited with one year of service for the purpose of future vacation accrual. (See also vacation grid attached).
- (i) As each employee reports for work, the Employer will provide an application on which the employee will insert all previous employment experience for which the employee claims credit should be given. No credit may be given for any experience not noted upon the application. The Employer will have the right to verify the experience. However, the burden of proving experience will be on the employee in the event the Employer questions the information supplied after attempting verification.
- (j) All vacations shall be taken between May 1st and April 30th. Vacations must be taken within the above named period and the days of such vacation shall be consecutive except where the third (3rd), fourth (4th) or fifth (5th) week may be dealt with as outlined in paragraph (d) above. Vacations shall not be cumulative from year to year except that an employee may carry over up to seven (7) days of vacation time from the preceding year. The days which are carried over must be used by October 31st the next vacation year or they shall be forfeited. The vacation schedules, except for the vacation credits in excess of ten (10) days, shall be established by Management and the Shop Steward. Where two or more employees have requested conflicting days, seniority shall prevail.
- (k) The employer shall post a vacation scheduling calendar by the first Monday in January. Vacation shall be selected annually on the basis of seniority until the first Monday in March of each vacation year for the first request of no more than two calendar weeks and may be either one instance of up to 1-10 consecutive days or two instances of up to 5 consecutive days. The employer will post approved vacation requests by the first Tuesday in March After the first Monday in March , vacation requests are on a first come, first served basis and a senior employee shall not supersede vacation requests by a junior employee
- (l) Employees who are qualified for vacation who sever employment prior to regular vacation period shall receive the amount of vacation earned according to applicable paragraph (a), (b), (d), (e) (f), (g) or (h) and shall be paid for at the employee's regular rate of pay.

- (m) For the purpose of calculating "shifts worked" in (a), (b), (c), (e), (f), and (h), a shift shall be counted if any amount of time is worked on a single calendar day.
- (n) An employee who has qualified for vacation credits under the foregoing schedule but who terminates their employment prior to the regular vacation period shall receive the vacation money due them by the end of the next pay period following the final check for hours worked.
- (o) In the event of the death of an employee, earned vacation credits shall be paid their estate/spouse.
- (p) When an employee leaves on their vacation, pay will be paid at the next regular pay period or at the employee's request through direct deposit.
- (q) Vacation pay shall be computed on the basis of the prevailing day or night shift rate at the time the employees take their vacation. The shift will be determined by whichever shift the employee has worked the majority of, from May 1st to May 1st of each year. However, any dispute as to the majority of an employee's shifts worked, the Employer shall be required to produce the individual's time cards upon request of the Union.
- (r) Five days retirement pay at straight time will be given to a retiring employee at any time during the twelve (12) months prior to retirement provided the employee has been with the Employer at least five (5) years and submits a two week written notice to the employer of the employee's intent to retire.
- (s) A week of vacation pay will be based upon the average straight time hours worked and/or paid for in the fifty-two (52) work weeks of the previous year. Employees whose average work week exceeds thirty-five (35) hours will be paid out for the differential on the first payroll period after May 31 of each year. Vacation use will be debited in full hourly increments. Time worked and vacation hours are not to exceed 8 hours per day.
- (t) If the regularly scheduled work week is other than Monday through Friday, the vacation pay average wages will be based upon the first five work days of the week, Monday through Saturday, with a maximum of eight (8) hours per day but in no case less than seven (7) hours.

Payroll - Payment of Wages on Layoff - Docking For Time Lost

SECTION 14.

- (a) Payrolls shall be computed biweekly and there shall be at least one (1) regular payday every two (2) weeks. The employees shall be paid prior to the end of work on payday. When the regular payday falls on a holiday, the day preceding such holiday shall be payday.
- (b) In cases where employees are laid off indefinitely before the regular payday, they shall be paid at the next regular pay period or, at the employee's request through direct deposit.
- (c) No employee shall be docked for more than the time actually lost as shown by the time card.

Work Week - Hours

SECTION 15.

- (a) The work week (exclusive of time for lunch which shall be not less than one-half (1/2) hour, nor more than one (1) hour) shall be Monday through Friday, unless mutually agreed to the contrary between the Union and the Employer.
- (b) The regular work week shall consist of five (5) shifts of seven (7) hours beginning on Monday and ending on Friday of each week. Subject to mutual consent, the third shift of the week may be commenced on Sunday evening not earlier than 10:00 p.m. nor later than 12:00 midnight. In such event, Friday shall be considered the sixth day, or the Employer may, at its discretion, schedule individual J-1's or J.P.W.'s to work an eight (8) hour day, by giving notice to the employee(s) by 12:00 p.m. on the following schedule.

To work on: Notice will be given on:

Monday Friday
Tuesday Monday
Wednesday Tuesday
Thursday Wednesday
Friday Thursday

Any notice of change to an eight (8) hour shift will be for a minimum of one (1) work day and will be subject to the provisions of Section 9, Overtime Pay. The Employer must give a one (1) shift notice for converting back to a seven (7) hour day, according to the above schedule.

- (c) First shift work starting at or between 7:00 a.m. and 9:30 a.m. inclusive; second shift work starting at or between 9:31 a.m. and 7:59 p.m. inclusive; third shift work starting at or between 8:00 p.m. and 6:59 a.m. inclusive, unless mutually agreed to the contrary between the Union and the Employer. (Provided, however, that if the Employer schedules employees on the first shift to work more than two (2) hours of overtime, the starting time of such employees shall be no later than 7:00 a.m. Such early shift will not be required if the starting time of second shift employees is not affected. Employees affected on the second shift shall be scheduled to start at the conclusion of the first shift.)
- (d) Time lost because of holidays shall not be made up by employees on regular scheduled days off except by payment of the overtime rate.
- (e) (The above applies to any period within a twenty-four (24)-hour day. Shifts are meant to be exclusive of lunch periods.)
- (f) Notice of change of beginning time of employees' scheduled shift will be given to said employees when the need is known and not later than twenty-four (24) hours prior to the effective time of the new shift.
- (g) Forty-eight (48) hours advance notice will be given when employees change from one shift to another.

Working Conditions

SECTION 16.

- (a) The Employer shall, at all times, furnish a healthful, sufficiently ventilated, properly heated and well-lighted place and properly equipped and safe guarded equipment for the performance of all work done in the Bindery Department and adequate sanitary facilities.
- (b) Present practices as to relief periods shall be maintained.

Resignation or Discharge

SECTION 17.

The Union agrees in the event of resignation, an employee shall give to the Employer, at least one week's notice and the Employer shall serve notice upon the employee giving one week's notice (except for some flagrant violation) as to their intention of discharging any employee in question and upon such notice being given, the Union shall be advised so that immediate efforts may be made to furnish a satisfactory employee for the vacancy made. (Above clause shall not apply to temporary layoffs.)

Military Service

SECTION 18.

Seniority rights of any employee covered by this Agreement who is inducted into the military or naval service of the United States, either through enlistment or draft, shall be governed by applicable state and federal law.

Leave of Absence for Union Official SECTION 19.

Any members of the Union, elected to a Union office necessitating a leave of absence, shall be granted such leave of absence for their term of office with full retention of their seniority rights upon their return. Ample notice will be given to the Employer of such request so that any necessary substitutions can be secured.

Apprentice - Ratio and Learning and Seniority SECTION 20.

- (a) Employees shall notify the Employer of their interest in promotion to apprenticeship for Journeyperson 1. Those employees who are interested will notify the Employer in writing and will include information as to qualification for the potential openings. The Employer will acknowledge their receipt in writing. This paragraph shall be posted by the Employer on the bulletin board.
- (b) Any person with eight (8) years of seniority with the Employer will be given twelve (12) months credit when promoted into apprenticeship for Journeyperson 1. Employees with six (6) years of seniority with their Employer will be given nine (9) months credit towards apprenticeship for Journeyperson 1. Furthermore, employees with four (4) years of seniority with the Employer will be given six (6) months credit towards apprenticeship for Journeyperson 1.
- (c) Responsibility, if any, for violation of State or Federal law or regulations, rests solely with the Employer in the areas of promotion to apprenticeship.
- (d) The number of apprentices allowed in the Bindery shall not be greater than one (1) apprentice to each three (3) Journeyperson 1's, provided, however, that an employer with at least two (2) Journeyperson 1's will be entitled to use one (1) apprentice.
- (e) There shall be a probationary period of one (1) year for an apprentice Journeyperson 1 during which period the apprentice may be discharged by the Employer without recourse, provided, however, that in those cases where discharge of an apprentice, because of their

unsatisfactory performance, is anticipated, the Employer will notify the Union and afford them the opportunity to meet with the Employer and the Apprentice involved before the action is taken.

Apprentices who hold seniority in another classification shall have the option of returning to their previous status in the event that they cannot satisfactorily complete the one (1) year probationary period. The Employer and Union may extend the probationary period by mutual agreement.

- (f) The Employer will see that apprentices are afforded every reasonable opportunity to learn the different trade practices by allowing them to work in all departments of the Bindery.
- (g) Minimum wage rates for apprentices shall be as set forth in Section 4. of this Agreement.
- (h) For layoff or recall purposes only, employees in progression in classifications will be placed on appropriate classification seniority list at the beginning of the last year of progression and will hold that position against later hired employees.
- (I) Each apprentice Journeyperson 1 shall be registered with the Apprenticeship Division of the State of Minnesota.

Health and Welfare

SECTION 21.

- The Employer agrees to contribute to TeamCare as set forth in the participation agreement and Section 3 below for each eligible employee covered by this agreement. The contributions are to be used to provide eligible employees and their dependents with health and welfare benefits through TeamCare.
- 2. Contributions will be paid to TeamCare no later than ten (10) days after the period for which the contribution is due. The Employer will remit one check, covering both the Employer portion and the employee portion to TeamCare. It is further understood that the total liability of the Employer under the TeamCare plan referred to in this Section are the amounts stated in paragraph 3 below.
- 3. The Employer's monthly contribution to TeamCare is as follows:
 - a) Effective, May 1, 2022, the Employer's contribution to TeamCare is \$980.00 per month for each employee. In addition, the Employer will pay \$41.67 towards the HRA per month. The Employer will

inform the Union of an employee's change in coverage as well as any employees arriving or departing from the workforce. The Union will in turn inform the Employer of any changes to employee deduction amounts whenever they occur. Covered employees must communicate directly with TeamCare regarding any plan coverage questions.

- b) The dollar amounts set forth above are the Employer's only liability with respect to TeamCare coverage.
- c) As long as the Internal Revenue Code permits before-tax contributions for medical plans, the Employer will implement and operate a Section 125 plan which will permit employees to pay their portion of the health and welfare contribution, if any, with pre-tax dollars.
- 4. Employees are eligible for coverage after working in the bargaining unit for at least thirty (30) days.

Pre-Tax Benefits

SECTION 22.

The employer will extend the University of Minnesota healthcare and dependent care reimbursement programs and pay conversion contributions program to employees under the University of Minnesota pre-tax benefits plan. This program will be applied consistently with the provisions of Code Section 125 and any regulations thereunder.

Definition of Regular Fulltime Employee

For Purposes of Seniority and Layoff

SECTION 23.

For the purpose of seniority and layoff, regular full time employees shall be defined as those persons who have worked thirty (30) successive shifts or have worked thirty (30) shifts in any continuous sixty (60) day period, including Saturdays, Sundays and Holidays. The foregoing definition shall be applied uniformly throughout this contract.

Seniority — Layoff — Notice

SECTION 24.

(a) There shall be four (4) seniority groups; namely, Journeyperson 1's, Journeyperson 1 Apprentices, Journeyperson Production Workers and Journeyperson Production Workers in progression. For the purpose of layoffs or reductions in work force, preference shall be given the senior employee who is capable of performing the work in their group and the employee with the shortest seniority standing in their group shall be laid off first and in rehiring, the employee with the longest seniority in the group shall be rehired first. Provided, however, that all Journeyperson 1's shall have seniority over all Journeyperson 1 Apprentices, Journeyperson Production Workers and Journeyperson Production Workers in progression.

Provided further, however, that an Apprentice Journeyperson 1 within ratio as set forth in Section 20. (d) who has an earlier date of hiring as an indentured apprentice, then a Journeyperson 1 shall hold seniority for the purpose of determining the order of layoff; and provided further, a Journeyperson Production Worker who has an earlier date of hiring than a Journeyperson 1 shall hold seniority for the purpose of determining the order of layoff. The foregoing shall govern in all cases except when a noticeable, marked degree of disparity exists with respect to ability, qualifications and skill in the classification involved.

(b) An employee having less than six (6) months seniority with an Employer shall be removed from the seniority list when temporary layoff exceeds one (1) year. Employees having more than six (6) months of seniority with an Employer shall be removed from the seniority list when layoff exceeds two (2) years.

Employees having more than the (10) years of seniority with an Employer shall receive the additional protection of two (2) months for each additional year of service with no maximum.

Such employees shall report back to work within reasonable notice of at least three (3) days if the layoff has been for over two (2) weeks. If the layoff has been for a lesser period, they shall report back as notified. Longer periods of notification will be given if the Employer can give such advance notice. Notification will be given in accord with the record left by the employee with the Employer. Failure to respond will terminate all seniority privileges. The Employer must, within seven (7) days give both the employee involved and the Union written notice of the removal of any employee from the seniority list.

(c) Employees shall be regarded as temporary employees while serving a probationary period for the first thirty (30) shifts of their employment. There shall be no responsibility for the re-employment of

temporary employees if they are discharged or laid off during this period. After an employee has worked thirty (30) successive shifts or has worked thirty (30) shifts, including Saturdays, Sundays and Holidays, in a continuous sixty (60) day period, the name of such employee shall then be placed on the Seniority List for their respective classifications in order of date of hiring and such employees shall then be entitled to all the benefits of this Contract.

Notwithstanding anything herein contained to the contrary, employees who are not regular full-time employees as defined by Section 23, shall, for wage purposes only, be entitled to credit for all time worked for employers who are signatories to an Agreement in the Minneapolis-St. Paul area. As each such employee reports for work, the Employer will provide an application form on which the employee will insert all previous employment experience for which the employee claims credit should be given. No credit will be given for any experience not shown on the application. The Employer will have the right to verify the experience. However, the burden of proving experience claimed will be on the employee in the event the Employer questions the information supplied, after attempting verification. Days of experience need not be successive. In computing the appropriate wage rate of such employees, twenty-one (21) shifts worked will constitute one (1) month within the meaning of Section 4.

- (d) Seniority Lists shall be made available upon the request of the Shop Steward and a copy of the Seniority List kept current and sent to the Union office at least once a year as of February 28.
- (e) When the Employer becomes aware of a pending temporary layoff, they will notify affected employees with seniority no later than the first two (2) hours of their last work shift. The Shop Steward will also be notified.
- (f) A regular full time employee, as defined in Section 23, who loses their job as a result of the closing of the bindery operations of the printing plant will receive as severance pay, one (1) week of pay for each three (3) years of service with the Employer with a minimum of two (2) weeks pay and a maximum of ten (10) weeks pay. Severance pay does not apply if the employee is transferred to or offered comparable employment in the Twin Cities metro area on or before their last day of work.
- (g) The Employer shall be notified by the Union, in writing, of the identity of the Shop Steward.

Change of Shift Opportunities

SECTION 25.

Employees shall be given the opportunity, not more than once per year, to move from one shift to another, on the basis of their seniority standing, providing employees capable of performing the work are available on each shift to handle the required work. Eligible employees providing written notice shall have their shift changed 30 days from the date the notice was received.

Discharge

SECTION 26.

An employee may be discharged for just cause provided written notice thereof is given immediately to the employee and a copy sent immediately to the Union. Disputes over discharge shall be subject to the grievance and arbitration provisions of Section 3., except that any notice of protest must be filed with the Employer within seven (7) calendar days after the date of the Union's receipt of the written notice as required in this Section.

Leave of Absence

SECTION 27.

- (a) An employee desiring a leave of absence from the job, not in excess of ninety (90) days must first make the request to the Employer in writing, stating the reason for the leave of absence and the date of return. If granted by the Employer, approval thereof must be in writing, in triplicate, one copy of which will be given to the Union, one copy of which will be given to the employee and one copy of which will be retained by the Employer. Seven (7) days prior to the date of return set forth in the written leave, the employee shall notify the Employer in writing of their intention to return. Failure to comply with this provision shall result in loss of seniority standing. In case of emergency or other causes requiring special consideration, reasonable extension of the leave may be granted. . . . However, the Employer and the Union must be notified and agree prior to the expiration of the leave if such extension is desired, with the notice given as required in the first sentence.
- (b) Maternity leave shall be granted. The Union has no objection to legal Employer rules relative to maternity leave. However, responsibility for any violation of state or federal laws or regulations rests solely with the Employer.

Practices

SECTION 28.

Neither party hereto shall be bound by any rules, regulations, or oral agreements not covered by this Contract, except that the Employer shall be sole judge of Shop practices not mentioned herein and the Shop Steward shall be recognized as the representative of the Union. The Employer shall be sole judge of the qualifications of Leadworkers and shall not be restricted in any way as to the appointment or discharge of such Leadworker, provided, nevertheless, that mere designation of an employee as a Leadworker or any other title implying managerial or supervisory position shall not automatically entitle such employee to super-seniority and rights incidental thereto and shall not automatically remove such individual from the bargaining unit. Under no circumstances shall a Leadworker be allowed to administer a verbal or written warning against another Union member. Leadworkers shall continue to earn and use seniority.

Loan-Out of Employees

SECTION 29.

In the event any Employer, signatory to this Contract, desires to loan any employee covered by this Contract to another Employer signatory to this Contract and such employee consents thereto, then in such case the loaning Employer shall have the following obligations:

- (a) To continue the loaned employee on its seniority list.
- (b) To credit the loaned employee with shifts worked for vacation pay accrual purposes.
- (c) Pay health and welfare premiums.
- (d) Pay Pension Fund payments.
- (e) Pay for any holidays which may occur during the loan-out period.
- (f) The Employee will be notified not later than the first two (2) hours of the last work shift prior to the day on which they will be required to return to the loaning Employer.

The Employer to whom the employee was loaned shall have only the obligation to pay the employee according to the employee's appropriate pay schedule.

Funeral Leave

SECTION 30.

- (a) Should a death occur in the immediate family, non-probationary employees will be granted up to three (3) consecutive work days immediately preceding, including, or immediately following the funeral. The employee will be compensated for the regularly scheduled straight-time that they would have worked within the applicable period, Monday through Friday, had such death not occurred.
- (b) "Immediate family" shall mean the employee's spouse (see also Section 31(d) below), children, father, mother, brother, sister, father-in-law, mother-in-law, step-father, stepmother, step-children, grandparents and grandchildren.
- (c) In the event of the death of a member of the immediate family serving in the armed services, the employee will be granted an additional one (1) day off when the body is returned for burial plans plus any of the three (3) days not used under (a) above.
- (d) Upon the death of a spouse the employee may take up to five (5) days paid funeral leave.

Non-Discrimination

SECTION 31.

- (a) The Employer and the Union have been pledged and continue to be pledged, to policies of employing personnel, dealing with employees, or members, on the basis of ability, qualification, job content and performance, with no distinction in assignment, training, promotion, layoff, compensation or conditions of employment, because of race, creed, age, color, religion, sex, or national origin, handicap, veteran status, or sexual orientation. The parties will continue to observe non-discriminatory practices in the application and administration of the provisions of this Agreement.
- (b) Any employee, regardless of sex and regardless of job title, who actually performs the duties and responsibilities of any job or classification of work covered by this Agreement, shall be paid not less than the minimum contract rate of pay for such job or classification of work.

New Machinery and Processes

SECTION 32.

(a) The Employer agrees that in the event of installation of new or improved machinery or processes for work covered in the jurisdiction clause of this Contract, such machinery or processes must be operated by employees covered under this Contract and under the scale of wages and conditions of work agreed upon this Contract. Furthermore, staffing shall be discussed and wherever possible will be operated in accordance with the practice of the Industry in the Twin Cities, provided the method of operation, type of product produced and auxiliary equipment (if any), is the same.

The Employer will notify the Union in writing ninety (90) days prior to the installation of new or improved machinery or processes for work covered in the jurisdiction clause of this Contract, or the day of purchase, which-ever is lesser and will meet with the Union upon written request, to thoroughly discuss that new machinery or processes.

An employee displaced because of a new machine or process shall not be subject to layoff before any employee with less seniority, until the displaced employee has been retrained or the employee refuses retraining or fails to qualify after a reasonable period of time. In those cases where the parties disagree on manning of equipment based on the practice of the Industry in the Twin Cities, the decision of whether the Employer has equipment which has the same method of operation, type of product produced and auxiliary equipment (if any), may be submitted to arbitration by either party.

Savings Clause

SECTION 33.

It is agreed that if any section or clause of this Contract is declared to be illegal or inoperative by any governmental authority of competent jurisdiction, the balance of this Contract will continue to be effective and that conference will promptly be called for the purpose of rewriting any such section or clause previously referred to.

International Approval

SECTION 34.

The terms and conditions of this Contract and amendments are subject to review of the International and the Contract does not become a valid and binding document without the approval of the International President. Such approval does not, however, under any circumstances make the International responsible for the observance of this Contract or for any breach thereof.

Teamster Members Retirement Plan

SECTION 35.

- (a) The Employer agrees to accept wage authorization from employees for the Teamster Members Retirement Plan, in the amount of maximum of six percent (6%) of earnings (but in no event less than \$5.00) each week and forward in full such amounts as authorized to the office of the Local Union. Such authorized amounts are to be forwarded not later than the 5th of each month for the preceding month. The employer agrees to implement an increase in the percentage amount of the payroll deduction if so notified.
- (b) In the event Paragraph (a) is deemed in the opinion of either party to be unenforceable or in violation of any State or Federal law, then at the request of either of said parties, the following shall be automatically submitted therefore.
- (c) Payment of wages shall be by check in accordance with the office procedure of the Employer. Payment of the total weekly earnings shall be made in two checks to the employees, one for the amount not to exceed the amounts outlined in Paragraph (a) above as directed in writing to the Union and the other for the balance of the employee's earnings.

DISCIPLINE

Section 36.

The management of University of Minnesota Printing Services is charged with ensuring the production of high quality products and services. A Printing Services employee must strive to adhere to high standards in all aspects of work performance. If an employee fails to meet work performance standards, the parties agree progressive just cause discipline may be necessary.

1. Investigation

An investigation which could result in possible disciplinary action will not occur unless and until the employee has been given an opportunity to ensure a Union Representative will be present during the questioning. Employees may waive their right to union representation at an investigative interview.

2. Progressive Discipline Steps

- 1. Verbal Warning A documented acknowledgment of verbal notice given to the employee by a non-bargaining unit supervisor or manager.
- 2. Written Warning A written notice given to the employee by a non-bargaining unit supervisor or manager.
- 3. Suspension Without Pay
- 4. Discharge

The parties acknowledge and agree the Employer is not obligated to proceed consecutively through the discipline steps depending on the circumstances.

3. Union Representation

All written warnings, suspension letters and discharge letters will be presented to the employee in the presence of Union steward or business agent unless the employee declines union representation for that event.

4. Human Resources File

All levels of discipline will be placed in the employee's Human Resources file.

If the employee receives no further discipline within 12 months following the date of a documented verbal or written warning, the documented verbal or written warning will be removed from the employee's HR file.

If an employee receives no further discipline within 24 months following the date of a suspension notice, the suspension notice will be removed from the employee's HR file.

Suspension notices given for sexually or racially harassing behavior and/or threatened or actual physical violence must remain in the employee's HR file for five years following the date of the notice.

Employees may examine their own Human Resource file at reasonable times under the direct supervision of the employer. Permission must be secured from the supervisor if this would occur during work time.

5. <u>Discipline Grievances</u>

Documented verbal warnings may be grieved to Step 2 only. All other discipline may be grieved to arbitration. See Article 30 Grievance Procedure for details.

Vacation Accrual Grid

TABLE A

*Years of experience	Time with U of M Printing Services	Vacation accrual
25	7	1 day for each eight (8) shifts worked or paid (maximum of 5 weeks)
10		1 day for each ten (10) shifts worked or paid (maximum of 4 weeks)
5		1 day for each fourteen (14) shifts worked or paid (maximum of 3 weeks)
2		1 day for each twenty-one (21) shifts worked or paid (maximum of 2 weeks)
		1 day for each forty-two (42) shifts worked or paid for the first year of service
	More than one year but less than two	plus 1 day for each twenty-one (21) shifts worked or paid after one year (maximum of 2 weeks)
	1 year on May 1st	1 week maximum
	**Less than 1 year but, more than 2 months	1 day for each forty-two (42) shifts worked or paid (maximum of 1 week)

^{*}Years of experience = Working in Printing classifications covered by labor agreements signed by Employers in the Minneapolis-St. Paul area.

Shifts worked or paid are from May 1st to April 30th.

^{**}Effective May 1, 2008, new employees having worked 210 shifts or more from their date of hire to May 1^{st} , shall be credited with one year of service for the purpose of future vacation accrual.

LETTER OF UNDERSTANDING

If there is excess work in one jurisdiction and qualified people in another jurisdiction, who are not busy, the employer may temporarily reassign employee(s) across jurisdictional lines, between the Teamster and Local 1-B bargaining units under these conditions:

- a) This agreement is not intended to prepare employees for eventual transfer from one jurisdiction to another. It is only to be used in an emergency work flow situation.
- b) When the situation warrants:
 - Teamster unit employees will catch and feed on 1B unit equipment
 - Teamster unit employees will operate numbering equipment.
- c) Operators will continue to be paid normal rates and be treated in accordance with their own labor contract.
- d) Employer will make the request for crossover to Shop Steward, or the steward designee, who in turn will contact a local union officer for concurrence. The crossover will occur within 15 minutes of the request unless a local union officer has denied the request. If unable to contact a local union officer, the shop steward has the authority to concur.

We hereby agree:

COLIBIT Local 1B	<u> </u>
Teamsters Local 320	4-15-08 Date:
Employer Over an	4.14-08 Date:

LETTER OF AGREEMENT

between the

UNIVERSITY OF MINNESOTA

and

GCC/IBT LOCAL 1B

PAY CONVERSIO	N PROGRAM
This letter confirms the understanding of of the pay conversion process. Beginning payment, this agreement will allow for a p to be deducted from the employees pay or the parties agree to the following requirer	with thepremium portion of pay for medical premiums a pre-tax basis. Be signing below
The University of Minnesota will extend the employees, in addition to the health and daccounts currently offered. This program provisions of Code Section 125 and regular	ependent care reimbursement will be applied consistently with the
Employees will be permitted to make characcordance with the status change rules of the Internal Revenue Code.	
Local 1B will as necessary but at least ann letter from the Fund A Plan Administrator	
1B will immediately report to the University under Fund A.	ity any changes in benefits offered
All information will be reported by the Un IRS Form 5500.	iversity of Minnesota on the annual
In accordance with the Pre-Tax Benefits P election to treat premium payments as aft	
Electronically Signed 2022. Notice AssureSign® aBM all all all all all all all all all al	-06-13 16-41-21 UTC - 63-231-228-67 0.66 / 1.3 0.5558 6666-427-6345-aethol/Olderbal
GCC/IBT Local 1B	Date
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Employer	Date

In Witness Whereof, the parties have signed this 7th day of June, 2022.

For the University of Minnesota Printing Services:

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For GCC/IBT Local 1B:

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Underwritten by the GRAPHIC COMMUNICATIONS Conference
International Brotherhood of Teamsters

The approval by the Conference President of this contract does not under any circumstances, make the Conference a party to this Contract nor responsible for its observance or for any breach thereof.
