

Agreement Between

UNIVERSITY OF MINNESOTA

and

GRAPHIC COMMUNICATIONS CONFERENCE OF  
THE INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS LOCAL 1-M

Effective June 21, 2021 through June 30, 2024



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AGREEMENT  
BETWEEN  
THE UNIVERSITY OF MINNESOTA  
AND  
GCC/IBT LOCAL 1-M

June 21, 2021 thru June 30, 2024

This Agreement entered into this 7<sup>th</sup> day of February 2022 by and between the authorized representatives of the UNIVERSITY OF MINNESOTA whose signatures are affixed hereto, hereinafter known as the “Employer” and GCC/IBT LOCAL 1-M located at 654 Transfer Road, Suite 16, St. Paul, Minnesota 55114 hereinafter referred to as the “Union”.

WHEREAS, the parties hereto are desirous of promoting and maintaining harmonious relations between Employers and employees and of assuring industrial peace.

NOW, THEREFORE, it is mutually agreed as follows:

**ARTICLE 1 - RECOGNITION**

**Section 1.** For the purpose of collective bargaining in respect to rates of pay, hours of employment or other “terms and conditions of employment”, as defined by the Public Employment Labor Relations Act, Minn. Stat. Sec. 179A.03, subd. 19 (1987), as amended from time to time, the Employer recognizes the Union as the exclusive representative of all employees performing work described in the Jurisdictional article of this contract.

**Section 2.** The Employer agrees that during the term hereof it will not sign any contract nor make any written agreement of any kind with any other Union relating to any jobs or work covered by this agreement except as required by applicable state or federal law, regulations, or orders.

**Section 3.** The Employer agrees that in the event any of the job or work processes under this contract are removed from the jurisdiction of the Union by the action of the Employer, the Union may file a grievance and proceed to arbitration pursuant to Article 30.

**Section 4.** No individual employment contracts shall be entered into during the term hereof with any employee within the jurisdiction of the Union, as that term is defined in the Jurisdictional article hereof, unless by consent of both parties hereto.

## ARTICLE 2 - JURISDICTION

**Section 1.** All University of Minnesota Printing Services employees, as defined by the Public Employment Labor Relations Act, Minn. Stat. Sec. 179A.03, subd. 14 (1987), as amended from time to time, of the Employer performing the following work shall be covered by the terms of this contract.

All production work, processes and operations directly associated or related to Letterpress and Offset Lithography (including dry or wet) Photoengraving, Intaglio, Gravure, or otherwise producing images of all kinds or any other purpose including without limitation any technological or other change evolution of or substitution for any work process or operation now or hereafter utilized in any of the methods described above. Only members of the bargaining unit shall perform work under the jurisdiction of the Union.

**Section 2.** The process described in Section 1 above shall include without limitations all operations of the process pertaining to the production of Photoengraving plates, plates for Offset, and Gravure cylinders and plates of any substance or material from copy or from originals and/or subjects when furnished in lieu of copy up to the finished project.

**Section 3.** All material to be reproduced for printing purposes shall serve as copy for the camera to be processed and completed under present or future operations by employees covered by this contract.

**Section 4.** The terms “work, production work, equipment or process” as used in any article of this agreement shall be construed as that work or process, or processes as described in Article 2.

## ARTICLE 3 - UNION SECURITY

Non-union employees hereafter employed and present employees who are not members of the Union when this agreement goes into effect, shall apply for membership in the Union after thirty (30) days from the beginning of their employment or from the date this agreement goes into effect, whichever is later, in accordance with the Public Employment Labor Relations Act, Minn. Stat. Sec.179A.06, subd. 3, as amended from time to time.

## ARTICLE 4 - HIRING OF HELP AND UNION ACCESS TO PLANT

**Section 1.** The Employer agrees to advise the Union Office when in need of employees.

**Section 2.** All new employees except experienced 1-M employees will be considered probationary for the first 90 calendar days of employment during which period they may be dismissed without recourse to the grievance or arbitration provisions set forth in Article 30 of this contract. An employee who works 45 shifts during the 90-day period shall be considered a

permanent employee with respect to seniority and shall be added to the seniority list as of date of hire. This provision shall supersede Article 7, Section 4, Apprentice Probationary Period, or Section 11, Temporary Relief. The provisions of this article shall not limit the implementation of Article 3, Union Security.

Experienced 1-M employees shall be regarded as probationary employees for the first thirty (30) shifts of their employment. Upon request of the Employer, the Union and Employer may mutually agree to extend the probationary period an additional 30 shifts. During that thirty shifts period, said employees might be dismissed without recourse to the grievance or arbitration provisions set forth in Article 30 of this contract. After an employee has worked more than thirty successive shifts or has worked more than thirty shifts in any continuous sixty (60) day period, the employee shall be considered a permanent employee and shall be placed on the seniority list for the respective classification as of date of hire.

Temporary employees may be hired to fill in as vacation/medical leave replacements for up to 60 consecutive shifts for employees on vacation, or up to 90 consecutive shifts for employees on medical leave of absence. After an employee exceeds the number of consecutive shifts allowed, they shall be considered a permanent employee and shall be placed on the seniority list for the respective classification as of date of hire. Extensions of temporary status beyond these time frames are by mutual agreement between the Union and the Employer. Temporary personnel are not on the departmental regular employee seniority list. Prior to hiring temporary personnel, they will be informed of this agreement.

**Section 3.** The Officers of the local Union may see members on Union business during working hours on the Employer's premises, by permission of the Employer. They shall cooperate with the Employer insofar as security requirements, legal requirements, and undue interference with work is concerned.

**Section 4.** The Employer and the Union are pledged to policies of employing personnel and dealing with employees on the basis of ability, qualifications and performance, with no distinction in the assignment, training, promotion, layoff or compensation of employees because of race, creed, color, religion, sex, age, national origin, disability, veteran's status or sexual orientation. The parties will observe nondiscriminatory practices in the application and administration of the provisions of this agreement.

## ARTICLE 5 - WAGE SCALE

**Section 1. (a)** The minimum wage scales as hereinafter provided are attached as Exhibit A and shall continue during the life of the agreement except as hereinafter provided. It is understood that employees now receiving in excess of the hourly scales shall receive the negotiated increase in addition thereto.

**(b)** There will be a 1.5% salary increase for each employee 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.

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

If fiscal year-end Net margin on Printing Services Income Statement is	
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

**Section 2. Rate Retention:**

(a) Journeypersons, apprentice personnel (and permit employees with two years permit time in their classification) who have worked in a classification for forty-four (44) consecutive shifts shall retain such wage rate for a period of twenty-three (23) shifts when transferred to a lower rated job.

(b) Rate Retention shall not be applicable to permit personnel who are returned to their original classification due to the hiring of journeypersons or apprentice personnel as provided for in Article 7, Section 11, Temporary Relief.

(c) Newly hired journeypersons or apprentice personnel shall be paid in accordance with the classification at which they were hired for a minimum of twenty-three (23) shifts.

(d) On temporary assignments to a higher rated job they shall receive the wage applicable to such job for the time so assigned.

(e) For the purpose of this section, wage scale classification for an apprentice is the progression scale in the classification for which the indenture applies. The wage applicable to a higher rated job shall not be less than the progression scale covering that classification. The employee's use of vacation time, paid holidays, or paid days of lay-off shall not break the consecutive shift concept necessary for rate retention eligibility but an employee must actually work forty-four consecutive shifts before attaining rate retention eligibility.



## ARTICLE 6 - PENSION FUND

Minnesota Public Employment Labor Relations Act (PELRA) states contributions to pension plans are not a mandatory subject of bargaining. The information in Article 6 does not constitute bargaining, but details the procedures in which the Employer and employee will process the wage authorizations and payroll deductions from employees for their interlocal pension.

**Section 1.** The Employer agrees to accept wage authorizations from employees for the Teamster Members Retirement Plan in the amount to be determined by the employees annually. The authorized amounts will be withheld each pay period and forwarded in full to the office of the local Union. Such authorized amounts are to be forwarded not later than the 5th day of each month for the preceding month.

**Section 2.** In the event Section 1 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 substituted therefor.

**Section 3.** Payment of wages shall be by check in accordance with the office procedure of the Employer. Payment of the total weekly earnings shall be separated, one for the amount not to exceed the amounts outlined in Section 1 above as directed in writing by the Union, and the other for the balance of the employee's earnings.

## ARTICLE 7 - APPRENTICES

**Section 1.** Apprentices may be indentured by mutual consent under the following procedures:

**Section 2. Ratio:** The ratio of apprentices in the Press Department shall not exceed one (1) to three (3) journeypersons, with one (1) additional apprentice for each additional three (3) journeypersons; in all other departments the ratio shall not exceed one (1) apprentice to four (4) journeypersons with one (1) additional apprentice for each four (4) additional journeypersons in the department. It is further agreed that if a greater number of apprentices are presently employed such apprentices shall not be discharged prior to the completion of their apprenticeship solely for the purpose of complying with this section. In cases where the Employer may so desire, the apprentice ratio may be determined by combining the number of journeypersons in the Employer's several Lithographic departments, in which case the ratio of apprentices shall not exceed one (1) apprentice to four (4) journeypersons. The term of apprenticeships shall be four (4) years.

**Section 3. Advancement to Apprenticeship:** It is further agreed that ability being equal seniority will be observed in each department in connection with placement of new apprentices on any operations, within the rules of Section 2 of this Article. An employee shall have the right to refuse the advancement. However, their refusal shall not prohibit them from further opportunities for advancement as they become available. Neither the Employer nor the Union

shall make it mandatory for an employee to accept any advancement into apprenticeship.

General workers and helpers will receive one year credit toward an apprenticeship as a feeder or perfecting operator, if the employee has one year experience as a general worker or helper.

Press Operator: Only journey person feeder-operators shall become apprentice press operators on 14" x 20" presses and larger. Should the feeder operators in the department refuse advancement or there are no feeder operators to move up, journey person multilith operators (duplicator) would be given the opportunity to advance.

Feeder Operator: Feeder-operator apprentices must be chosen from the helper classification unless by mutual consent.

**Section 4. Probationary Period:** There shall be a probationary period of nine (9) months for Apprentices during which probationary period the employee may be discharged by the Employer without any right to the grievance or arbitration provisions set forth in Article 30 of this contract. After the probationary period in the classification, apprentice press operator, apprentice feeder-operators and imprint preparers shall serve three years and three months and all other apprentices shall serve four (4) years and three months before qualifying as journeypersons.

**Section 5. Indenture:** If during the probationary period the apprentice shows aptitude indicating qualifications which will enable said apprentice to become a competent journeyperson, then said apprentice shall be indentured under the Standards of the State of Minnesota and the Joint Apprenticeship Committee.

**Section 6. Schooling:** Apprentices shall be required to attend such classes or take such related training as directed by the Joint Apprenticeship Committee.

**Section 7. Committee:**

(a) There shall be a Joint Apprenticeship Committee consisting of four members, two shall be designated by the Union and two designated by Printing Services.

(b) This committee shall have full power to supervise a complete apprenticeship program and retraining programs. It shall have the duty of making reports of its progress and problems from time to time. If, at any meeting, four designated representatives of either party are not present, then the alternates, in order, shall be entitled to vote in their stead. If, at any meeting, either side does not have four members present, or alternate members, then those in attendance representing the Union or the Employers shall have the right to vote the four votes for that participating party by a pro rata increase to the vote cast by those present.

**Section 8. Work:** The Employer agrees that any apprentice designated by the committee to attend such school shall not be required to work overtime on the evenings that they are required to attend school, and that in the event any apprentice designated by the committee to

attend school refuses to attend regularly, except for good cause, their case shall be referred to the Joint Apprenticeship Committee.

Apprentices regularly scheduled to work night shifts shall not be required to attend school until such time as provision can be made for day classes.

**Section 9. Training:** The apprentice shall not be required to do chores and miscellaneous work which is not related to their brand of trade and which interferes with their apprenticeship training except by mutual consent of both parties.

**Section 10. Wages:** In instances where an apprentice has served part of their time, then the difference between the wage which the apprentice is receiving and the minimum wage scale paid to journeypersons in the branch they are apprenticed to, be equally divided so that the rate of wage increases which they shall receive every six months will bring their wage rate up to the journeyman's minimum wage scale existing in their branch of the trade. Whenever an Offset Feeder-Operator is promoted to the position of operating an offset press, except on presses 17" x 22" and smaller either as an apprentice or temporarily in an emergency, then they shall immediately receive \$5.00 per week wage increase.

**Section 11. Temporary Relief:** Should it be necessary to place non-journeypersons or non-apprentice employees temporarily on any operation such placement shall be made by the agreement of the Union. The starting rate for permit personnel shall be at least 20% of the difference of the employee's present wage rate for their regular classification and the journeypersons wage rate in the new classification. In instances where the employee has not been previously employed by the Employer, the permit rate shall be at least 40% of the difference between the apprentice starting rate and the journeypersons rate in the classification. The time to reach top pay will be equal to the regular apprenticeship term for the classification worked in.

(Such agreement to place personnel will be terminated by written notification from the Union which shall be served upon the availability of journeypersons and/or apprentice personnel).

## ARTICLE 8 - FEEDERS

**Section 1. Transfer:** Whenever a single-color feeder-operator is transferred to a "multicolor" feeder operation, then such feeder-operator shall receive the wage scale rate specified for such classification beginning the first day from date of such transfer.

## ARTICLE 9 - HELPERS DUTIES

**Section 1. Press:** The duties of a helper in the pressroom shall be as follows: Handle stock as necessary, wash up the presses, load the feeder and clean out part of the presses or area around the presses as the press operator or lead worker may direct. They will not set the feeder for sheet size changes or perform duties that are primarily the duties of a duly apprenticed feeder-operator except in emergency in which event the Shop Chairperson shall be notified.

**Section 2.** Preparatory Department: Clean any equipment and area around such equipment. File plates and negatives or positives used in the department. Make blueprints, pre press proofs and deliveries. They shall not flow or develop plates, or do opaquing, stripping or do other duties primarily the duties of a duly apprenticed lithographer except in emergency in which event the Shop Chairperson shall be notified.

**Section 3.** When a classified production employee is idle in the Prep Department, they may help in any other Prep Department classification in which they are competent to work. Overtime will be offered first to those working in classification.

## ARTICLE 10 - NEW MACHINES AND PROCESSES

The Employer agrees that it will not change its present methods of production if such change affects employment of employees under this agreement before giving ninety (90) days notice of such proposed change to the Union in order that the parties may meet to consider what other related changes may be required. Change in method, as used herein, shall include process changes, as well as complete component or department termination made in favor of subcontracting.

## ARTICLE 11 - STAFFING OF PRESS

The applicable staffing of current equipment is attached as Exhibit A.

As new equipment is purchased, including additional replacement or upgrade of existing equipment, the Employer may implement staffing which the manufacturing specifications of the new equipment suggest and/or which the Employer deems reasonable. After 120 days of operation with new or changed manning, it will be evaluated by a staffing committee made up of Employer and Union representatives.

Where adequate floor help is provided in the staffing provisions of the addendum, if the Union or the employees believe that adequate floor help is not being furnished, the Employer will, upon request, meet with representatives of the Union and with employees to discuss the matter. If, within 30 days after the meeting, the issue is not resolved, the matter may then be grieved and submitted to the grievance and arbitration provisions set forth in Article 30 of this contract.

## ARTICLE 12 - WORK WEEK AND OVERTIME

**Section 1.** The regular work week shall consist of five shifts beginning on Monday and ending on Friday of each week. Subject to mutual consent, the third shift for the week may be commenced on Sunday evening at times mutually agreeable and, in such cases, Friday will be considered the sixth day.

All work done in excess of seven hours per day will be paid at the rate of time and one-half up to three hours per day; and double time thereafter. Sunday overtime will be at double time.

**Section 2.** The Employer may, at its discretion, schedule the individual presses and/or individual departments, as defined in Article 26 - 2A to work an eight hour day, in which case the overtime will be as follows.

All work done in excess of eight hours per day will be paid at the rate of time and one-half up to two hours per day; and double time thereafter. Sunday overtime will be at double time.

**Section 3.** The notice of the change to an eight hour shift must be given to the employees the day before it is to begin and end. Any notice of change to an eight hour shift will be for a minimum of one day.

**Section 4.** A. The shift schedules shall be established by mutual agreement as to starting times. The time off between shifts will be by mutual agreement and the changing of starting times will be held to a minimum. Starting times for full-time employees shall be within the following parameters:

1<sup>st</sup> Shift: 6:00 a.m. to 9:59 a.m.

2<sup>nd</sup> Shift: 10:00 a.m. to 5:59 p.m.

3<sup>rd</sup> Shift: 6:00 p.m. to 5:59 a.m.

B. If the employer temporarily assigns an employee to a shift other than the one they normally work, they will receive their regular premium pay or the premium pay applicable to the temporarily assigned shift, whichever is greater.

C. First shift employees who are required to work overtime or who are called back to work for special projects shall not be eligible for premium pay.

D. Except as provided in Article 12, Section 1 (third shift commencing on Sunday evening), Premium pay shall only apply to hours worked Monday through Friday.

**Section 5.** Overtime, after the regular shift, which extends into a Saturday or holiday, shall be paid for in accordance with the provisions of Section 2 above.

**Section 6.** The actual night of the holiday shall be the shift on which holiday pay is computed for night workers.

**Section 7.** In no instances shall an apprentice with less than two years be allowed to work overtime unless with a journeyman, except on work already begun on their regularly assigned machine or equipment.

**Section 8.** Overtime shall be distributed as equitably as possible among qualified personnel and specifically the lead worker, supervisor or lead person shall not arbitrarily work a disproportionate share of overtime on production work.

**Section 9.** Employees are expected to work a reasonable amount of overtime upon reasonable notice. An employee's genuine inability to comply with an overtime assignment shall not subject them to discriminatory or disciplinary action.

**Section 10.** Shift assignment.

(a) Where past practice included the assigning of personnel to their favored shift by length of service, such practices shall be maintained except by mutual consent. Exception thereto may be made for break-in or training purposes for a period not to exceed 30 working days.

(b) When existing day shift openings occur such position, or positions, shall be offered to the senior employee in the classification.

(c) Senior employees who have exercised their option of selecting a favored shift shall, once the selection has been made, remain on the shift of their selection for a twelve (12) month period from the date of selection. Should additional openings occur at a later date another selection may be made within the twelve (12) month period if it does not interfere with the current shift schedules of other employees in a like classification (i.e., apprentice feeders and journeyperson feeders, apprentice press operator and journeyperson press operator, apprentice strippers and journeyperson strippers, and general workers are in a "like classification" for the purpose of this provision).

The option of selecting a favored shift due to seniority in classification shall not be exercised more than once in a calendar year except as provided for in this clause.

The Employer and employees may waive the provision of this clause (c) by mutual agreement.

(d) No employee will be required to work during lunch period except in case of emergency. Lunch period shall not be later than five (5) hours after the start of the shift.

**Section 11.** Premium.

(a) The 2nd and 3rd shifts shall be paid on the basis of the day scale plus 2nd shift 85 cents per hour and third shift \$1.05 per hour.

(b) Overtime rates as provided in Article 12 shall apply for time worked prior to the start of the regular work shift.

## ARTICLE 13 - ELECTRONIC PREPRESS

**Section 1.** The Union and the Employer recognize the need to work together to utilize and integrate changing technology in pre-press. The parties agree to develop effective systems and network appropriate hardware and software for use in the Electronic Prepress department and Graphic Design. Prep employees will be supplied with computer program tutorials and access to a computer which they may utilize during non work time to learn programs for potential advancement into the prepress area or the Employer may schedule training during work time as needed. The Employer will give consideration for assignment of trainees to the Electronic Prepress area based on the knowledge and experience in software programs.

### **Section 2.** Trainees

(a) Any employee who is assigned as a trainee in the Electronic Prepress area will continue to earn seniority in their existing classification, but will be reclassified to Electronic Prepress operator at the successful completion of a training program which may not exceed one year. The Employer may end the training program at any time. It is understood that the assignment to the Electronic Prepress Department may include a temporary adjustment of shifts for senior Electronic Prepress operators, while training of new employees takes place.

(b) Trainees shall attend classes related to prepress skills and knowledge.

(c) Employees from outside the Employer and/or Union shall serve training terms as mutually agreed to by both parties.

**Section 3.** The Graphic Design department will have access to scanning equipment for design or photo illustration purposes. Electronic Prepress department will have jurisdiction over high resolution digital input and output devices used for production.

**Section 4.** The Electronic Prepress department will scan and save as digital images halftones, line art and process color separations that may be produced internally.

**Section 5.** The Electronic Prepress department will process both post script and desktop publishing files. Manipulation of desktop files may include but not be limited to trapping, masking, outlining, placement of halftone or line art and the creation of screens or reverses. It is further understood that masking, outlining, placement of halftone or line art and screens or reverses may be incorporated into the supplied postscript or desktop file as a part of the creative or keylining process.

**Section 6.** In emergency situations, when there is no qualified Union Journeyman available, non union personnel as designated by the Employer may run equipment as needed on live jobs. The Employer will notify the Union steward within 24 hours from the start of an emergency situation.

## ARTICLE 14 - PAID HOLIDAYS

**Section 1.** The following holidays are to be observed and paid for by the Employer at 7 hours straight time pay (said hourly rate shall include skill premium, if any, and the night shift differential): New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, The Day Before Christmas, a floating holiday (and one-half day before New Year's Day for the 2<sup>nd</sup> and 3<sup>rd</sup> shift) and one floating holiday to be determined by the University.

The floating holiday designated by the employee shall be taken at a time selected by the employee, with the supervisor's approval. One floating holiday will be available at the beginning of each contract year and must be used between July 1<sup>st</sup> and June 30<sup>th</sup> each Contract year.

**Section 2.** The one-half holiday for workers (day before New Year's Day) shall not be guaranteed; i.e., it shall not be payable to employees on vacation, or who are transferred to the day shift unless such transfer is deliberately made to avoid the holiday.

The employees shall receive 7 hours pay for three and one-half (3-1/2) hour work (or 4 hours work when on the 40 hour schedule) on December 31<sup>st</sup>, provided December 31<sup>st</sup> falls Monday through Thursday. Employees working beyond three and one-half 3-1/2 or four (4) hours shall be paid at double time plus holiday pay.

Holidays shall extend twenty-four hours from the time that a shift would normally commence.

**Section 3.** When a Holiday falls on Saturday (or Sunday in the case of the Day before Christmas), employees eligible for Holiday pay shall be given a day off with pay on the Monday or Friday immediately preceding or following the Holiday at the Employer's discretion, or a day may be added to an employee's vacation credits by mutual agreement. When a Holiday falls on Sunday it may be observed the following Monday.

**Section 4.** Employees with thirty (30) or more days experience in the industry shall qualify for holiday pay.

**Section 5.** Any employee who voluntarily absents themselves from work immediately prior to or after a holiday shall forfeit pay for said holiday, unless the absence is agreed to by the Employer. Exceptions shall also be made for the reasons otherwise stated in this article.

**Section 6.** If there is a reduction in the work force and an employee is laid off due to lack of work, they will qualify for payment of holiday pay providing they have worked during the payroll week immediately preceding the holiday, during the payroll week in which the holiday occurs, or the payroll week immediately following the holiday, unless prevented from doing so by reason of sudden illness, accident or other emergency which is beyond the employee's control.

In case of accident or illness the Employer's obligation to pay for the holiday will extend through but not longer than thirty (30) calendar days from the initial date of absence.



**Section 7.** All work performed on holidays shall be paid at the rate of three (3) times the straight time hourly rate.

## ARTICLE 15 - PART OF A DAY'S COMPENSATION

**Section 1.** Whenever an employee reports for work and works part of a day, Employers must pay a full day's wages unless employee lays off voluntarily.

**Section 2.** An employee who is called to return to work after the completion of a regular shift shall be compensated a minimum of four (4) hours' straight time pay or the overtime rate for the time worked, whichever amount is greater.

**Section 3.** An employee who reports for work on a Saturday, Sunday or Holiday shall receive not less than three and one-half (3-1/2) hours pay at the appropriate overtime rate for such day unless the employee and for their own convenience, chooses to work less than three and one-half (3-1/2) hours.

## ARTICLE 16 - NOTICE OF LAYOFF OR DISCHARGE

**Section 1.** Employees shall not be discharged except for cause in which case a written statement of the cause shall be, upon request, submitted to the employee within two working days of such request.

**Section 2.** When layoff is necessary as a result of extended economic conditions or reduction of equipment, seniority as hereinafter defined shall be observed. This provision shall not preclude the loaning out of help in accord with existing agreement set forth by letter exchanged between the parties.

**Section 3.** An employee who has been regularly employed in the same establishment for a period of six (6) months or more shall be given one week's notice of layoff, or in lieu thereof, at the Employer's option, one week's pay. All employees with less than 6 months employment will be notified of such layoff and there shall be at least one shift worked by said employee following the date of notification.

This notification shall not apply to an emergency condition caused by natural catastrophe, civil disobedience or power failure. An employee dismissed for cause shall not be entitled to notice or pay in lieu thereof.

**Section 4.** The Employer agrees to post a copy of any "shop rules" in each department.

**Section 5.** Accrued vacation pay shall be due and payable to employees upon their request who are on temporary layoff on the next scheduled payday.

**Section 6.** Any employee who has been regularly employed in the same establishment

for a period of six (6) months or more desiring to terminate their employment shall give the Plant Superintendent of Printing Services two (2) week's notice, and failing to do so shall forfeit all claim to but not exceeding five (5) days of pro rata of vacation pay that may have accumulated toward their next annual vacation, or Employer and employee may waive such agreement.

## ARTICLE 17 - SEVERANCE AND RETIREMENT

**Section 1.** Any employee who loses their job as a result of the closing of a facility; or shutdown or sale of a press, will receive as severance pay, one week of pay for each two and one half years of service with the Employer with a minimum of two weeks pay and a maximum of ten weeks pay. Severance pay does not apply if the employee is transferred to or offered comparable employment at any other union printing facility in the Twin Cities metro area.

**Section 2.** Any employee who voluntarily terminates for the purpose of retirement will receive five (5) days pay at the regular hourly rate in addition to any other termination pay due upon retirement.

## ARTICLE 18 - VACATIONS

**Section 1.** The purpose of vacations is to give employees a beneficial change and rest and to prepare them for the following year's work. Therefore, vacations may not be held over to the following season. Provided, however, that the employee may carry-over 7 days of the vacation period up to October 31st of the following vacation year. The employees may not continue to work and draw vacation pay.

**Section 2. (a)** The scheduling of vacations shall be arranged so as to cause a minimum disruption of the business by (1) posting, and (2) selection by seniority by department date (journey or apprentice; whichever is earlier. Once an employee has selected a vacation period it may not be changed except by consent of any of the other employees involved together with the consent of the Employer.

**(b)** The regular vacation season shall be May 1 to April 30. An employee shall be entitled to schedule up to two weeks of vacation between May 1 and Labor Day of the same year. The first two weeks of the vacation may be divided and taken at separate periods provided each period consists of 5 consecutive work days. Vacation earned in excess of 2 weeks may be taken consecutively, a day at a time, or any multiples thereof; provided that no employee shall be denied the right to schedule up to 3 weeks consecutively, but only a limited number of employees shall have the right to schedule more than 3 weeks consecutively and then only to fulfill a specific personal need.

**(c) Posting-Scheduling:** The Employer shall post a vacation scheduling calendar, together with the list of employees and the number of vacation days earned.

These items shall be posted by January 15, if possible, but in any event it must be posted no later than March 15, each year. The employee shall schedule at least two weeks of their vacation by April 15. Should an employee fail to schedule at least two weeks, the Employer shall have the option of scheduling for said employee, two weeks of consecutive vacation (unless the employee requests a division between the weeks) during the period May 1 through Labor Day, provided such option is exercised by May 1. Failure of the Employer to schedule shall terminate the option.

**(d)** Vacation in excess of 5 days not scheduled by March 1 following the original scheduling period, may be scheduled by the Employer consecutively, a day at a time, or any multiples thereof but not in excess of 5 days consecutively by giving 5 days notice unless the employee agrees otherwise.

Vacation of 5 days or less not scheduled by March 1 may be scheduled by the Employer one day at a time by giving the employee such notice that there will be at least one shift worked by said employee following the day of notification. Provided, however, that the employee can agree to take the vacation consecutively, a day at a time, or any multiples thereof and the employee can also waive the notice requirement.

**(e)** Nothing in this article shall be construed as preventing an employee from scheduling their total vacation in the scheduling period or from exchanging periods with an employee of like classification at a later date.

**(f)** Vacation selection or scheduling by a junior employee under Section 2(c) may not be superseded by the scheduling of a similar period by a senior employee after April 15.

**Section 3.** No scheduled vacation may be cancelled by the Employer without a minimum of two weeks' notice to the employee except by mutual agreement. In the event of a cancellation of a scheduled vacation, employee shall be entitled to priority over other employees in the selection of the remaining unscheduled vacation periods and shall also be entitled to reimbursement from the Employer for financial loss due to reservations necessarily cancelled, not to exceed \$50.00.

**Section 4.** Vacation pay shall be computed at the employee's current hourly rate. A week's pay (and pro rata for partial or fractional days or weeks) shall be based upon the average straight time hours worked or paid for in a week the previous May 1 to April 30 year. Employees whose average work week exceeds 35 hours will be paid out for the differential on the first pay period after June 1st of each year. Vacation use shall always be debited in full hourly increments with the approval of the Employer. Provided, further:

**(a)** Employees who have worked 90 or more shifts during the qualifying period on the second or third shift shall be paid the second or third shift rate depending upon which of these shifts they worked the greater number of shifts. Should the

number of such shifts be equal, the third shift rate shall prevail.

**(b)** Employees who have received more than one rate of pay during the vacation year, May 1 to April 30, due to changes in assignment for any reason shall be paid vacation benefits at the highest hourly rate in which the employee has worked at least ninety shifts during the qualifying period (May 1 to April 30).

**(c)** An employee upgraded to a new classification prior to their scheduled vacation shall receive the higher hourly rate provided they have worked at least twenty consecutive shifts immediately prior to their scheduled vacation period.

**(d)** Press operator, feeders and perfecting operators upgraded to a higher hourly rate prior to their scheduled vacation period shall receive the higher hourly rate provided they have worked at least twenty consecutive shifts immediately prior to their scheduled vacation period.

**Section 5.** If a paid holiday falls within an employee's vacation period, the employee's vacation shall be extended to another day.

**Section 6.** Vacations shall be granted on the basis of time in the Photoengraving and/or Lithographic industry and for the number of weeks worked in the year proceeding May 1st of each year in accordance with Section 11. For the purpose of calculating "weeks worked," a day shall be counted if any amount of time is worked on a single calendar day. Total days worked in the previous year shall be totaled and divided by 5 to calculate the total weeks."

Effective May 1, 1982, employees with twenty-five (25) years in the industry and seven (7) years continuous employment with the Employer, including any predecessor/successor Employer, shall earn vacation pay on the basis of the fifth week schedule. The fifth week vacation benefit shall be taken from and after May 1, 1983. Employees with six years in the industry shall earn vacation pay on the basis of the four week schedule. Employees with three (3) years in the industry shall receive up to three (3) weeks vacation. Employees with less than three (3) years in the industry shall receive up to two (2) weeks vacation.

**(a)** Any changes in the system for handling vacation pay will not be implemented without prior notification to the Union.

**Section 7.** Employees shall not be permitted to avail themselves of additional vacation time that is not payable until the following May 1 or would be in excess of their regularly accrued vacation benefits.

**Section 8.** Employees who would qualify for vacation benefits on May 1 but whose employment ceases earlier, including those who are given a leave of absence other than sick leave shall be given vacation pay as provided in the schedule in Section 11.

**Section 9.** Employees after one year of service shall be credited thereafter with vacation credits while on sick leave and layoff up to a total of twelve weeks in any contractual year in which they have worked at least five weeks.

**Section 10.** New inexperienced employees who have served a probationary period of 90

days and who have had less than one year's employment on May 1 shall receive vacation in accordance with Section 11, computed from the 1st day of employment.

**Section 11. Fractional Vacation Schedule.**

<b>Employment during year</b>	<b>Schedule for 2 weeks</b>	<b>Schedule for 3 weeks</b>	<b>Schedule for 4 weeks</b>	<b>Schedule for 5 weeks</b>
From 5 thru 9 weeks	1 day	1-1/2 days	2 days	2-1/2 days
From 10 thru 14 weeks	2 days	3 days	4 days	5 days
From 15 thru 19 weeks	3 days	4-1/2 days	6 days	7-1/2 days
From 20 thru 24 weeks	4 days	6 days	8 days	10 days
From 25 thru 29 weeks	5 days	7-1/2 days	10 days	12-1/2 days
From 30 thru 34 weeks	6 days	9 days	12 days	15 days
From 35 thru 39 weeks	7 days	10-1/2 days	14 days	17-1/2 days
From 40 thru 44 weeks	8 days	12 days	16 days	20 days
From 45 thru 49 weeks	9 days	13-1/2 days	18 days	22-1/2 days
From 50 thru 52 weeks	10 days	15 days	20 days	25 days

**ARTICLE 19 - LEAVE OF ABSENCE**

**Section 1.** Members of the Union will be granted leave of absence without pay to attend Union business, International Conventions, State affiliated body conventions, conferences and other Union functions, provided that not more than one member shall be granted such leave of absence from any one job classification or department at any one time.

**Section 2.** Any member of the Union who becomes an elected or appointed official of the Local or of the International Union, or any of its affiliates, or is hired by same as a representative, or other employee, shall be granted upon written request a leave of absence for the term of tenure without pay, not to exceed five (5) years.

**Section 3.** Any employee becoming sick and hence incapable of working shall have an automatic leave of absence not in excess of three years. Anyone inducted into the military service of the United States shall be granted a leave of absence pursuant to applicable State and Federal Laws.

**Section 4.** If mutually agreeable with the Employer and the Union, the employee may be given a leave of absence for their convenience not in excess of ninety days, provided it is reduced to writing and the copy filed with the Union.

**Section 5. Jury Duty:** When an employee receives 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 that period. They will report for work whenever their Jury Duty does not conflict provided, however, they will not be required to work later than 6:00 P.M. on any day they were requested to report for Jury Duty. Any reasonable rearrangement of work hours and

including re-shifting of other employees for that purpose will be made. In making the employee whole, their wage will be computed as if they had worked on the first shift at straight time for 8 hours and be paid in full therefor, minus the amount evidenced by their Jury check, excluding mileage allowance.

In no event shall Jury allowance be made in any one calendar year to an employee for over two weeks of service; provided, however, that an employee who 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 substitution for the particular employee, said employee will cooperate with the Employer in requesting and obtaining a postponement of said Jury Duty.

**Section 6. Public Service:** Any employee elected to full time public office or appointed to a full time public office not under Civil Service shall be granted a leave of absence without pay upon their written request. Such leave will be renewed for each successive term for which such employee is re-elected or re-appointed. This provision covers employees elected to the state Legislature but shall not include indiscriminate and unpredictable absences in the discharge of duties as part time officials of local government and the like.

**Section 7.** 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. All bereavement pay shall be at eight (8) hours straight time.

(a) "Immediate family" shall mean the employee's spouse, children, father, mother, brother, sister, grandparents, father-in-law, and mother-in-law.

## ARTICLE 20 - SAFETY AND HEALTH CONDITIONS

**Section 1.** The Employer shall at all times furnish a healthful, sufficiently ventilated, properly heated, well-lighted place for the performance of all work.

**Section 2.** Noxious or toxic materials will not be used without specialized equipment which will properly protect the respiratory system of employees.

**Section 3.** Safety devices will be furnished on all moving equipment.

**Section 4.** Any employee may request a meeting concerning any safety matter and the Employer will meet at a mutually convenient time upon request of the Union.

## ARTICLE 21 - HEALTH AND WELFARE

**Section 1.** 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.

**Section 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 and employee portions. It is further understood that the total liability of the Employer under the TeamCare plan referred to in this Article are the amounts stated in Section 3 below.

**Section 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 University 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 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.

**Section 4.** Employees are eligible for coverage after working in the bargaining unit for at least thirty (30) days.

## ARTICLE 22 - STRUCK WORK

**Section 1.** The Union reserves the right to require the Employer not to render production assistance to any Graphic Arts company which has a plant on strike (or if any of that Company's employees are locked out), by requiring the employees covered by this contract to handle any such work other than work which the Employer herein customarily has performed for that other company. Provided further that the Union may not require the Employer to refrain from handling any work from that other company if the work will continue to be done by the Employer and not returned to the other company.

**Section 2.** The Employer agrees that it will not discharge, discipline, or discriminate against any employee because such employee refuses to handle any struck work as set forth above.

## ARTICLE 23 - IDENTIFICATION OF WORK

**Section 1.** The Union Label is the exclusive property of the GCC/IBT and its use is authorized only by the express direction and consent of the GCC/IBT upon execution of, and compliance with, the standard Union Label License Agreement.

**Section 2.** The Employer agrees that the Label shall not be placed on the printing surface of plates without the consent of the Union.

**Section 3.** The Employer shall affix the GCC/IBT label on the non-printing area of all negatives, positives and plates produced hereunder, if it is intended that such materials will leave the shop for further processing by another Employer in the U.S.A. and Canada.

**Section 4.** Upon request by the Shop Delegate, the Employer shall advise them of the source of any work brought into the plant from the outside. Such request shall not interfere with the normal production of the plant.

## ARTICLE 24 - PIECE WORK AND BONUS SYSTEM

**Section 1.** It is further agreed by the Employer that no piece work or bonus system shall be inaugurated in any of the departments over which the Union has jurisdiction

## ARTICLE 25 - DIVISION OF WORK

**Section 1.** In the event of a lack of work in any department, making it necessary to operate with less personnel, the Employer may divide the available work among the employees in the same job classification who have worked for the Employer one (1) year or more provided employees agree and with the approval of the Union.

If the Employer wants to continue division of work, the parties agree to meet and confer on a periodic basis during division of work to determine whether to continue and, if continued, the method and manner to be followed. In no event may division of work extend beyond six weeks in a contract year without specific agreement of the Union.

At the conclusion of division of work and if there is insufficient work to provide full time schedules for the employees, the Employer will go to direct layoff.

**Section 2.** When there is to be a change in the schedule of days or shifts, any employee affected shall be notified of such a change and there shall be at least one shift worked by said employee following the day of notification unless the employee affected agrees otherwise.



**Section 3.** When either reducing the work force directly or going through a division of work first and then reducing the work force, the procedure of layoff shall be as outlined below, within the applicable provisions of Article 7, Section 11 (Temporary Relief) and Article 26 (Seniority).

- (a) General workers in accordance with their date of hire.
- (b) All permit employees shall revert to their original classification, providing they hold seniority within the Employer due to placement on a permit basis from their prior classification from within the Employer. Permit personnel not promoted from within shall be laid off in accordance with the applicable terms of the collective bargaining agreement.
- (c) All apprentices in a like classification may elect to return to their previous classification, provided they were promoted within the Employer or accept a layoff.
- (d) All apprentices except as provided in Article 26, Seniority, Section 4 (apprentices within the ratio who have an earlier date of hire or an applicable apprenticeship agreement).
- (f) Journeypersons.

Employees so laid off will be recalled when work is available in the reverse order.

**Section 4. (a)** The Employer shall utilize paid layoff days during the division of work, if division of work is used. Employees shall not be required to use vacation days as layoff.

(b) Employees with time in the industry as defined in this Section may be assigned vacation days if they have not scheduled or used their remaining vacation by March 1 of any year as provided for in Article 18, Section (2d), Vacation.

## ARTICLE 26 - SENIORITY AND BUMPING IN THE EVENT OF LAYOFF

**Section 1.** Seniority referred to herein shall be for the purpose of layoff and recall only.

**Section 2.** Seniority shall be established as follows:

(a) Seniority shall be departmental by job classification and for this purpose the following departments are recognized:

- (1) Camera/Stripper
- (2) Preflight

- (3) Plate
- (4) Electronic Prepress
- (5) Large Press
- (6) Small Press

(b) Seniority shall be established by continuous employment with the Employer in any one of the various job classifications covered by this agreement.

(c) The effective seniority date for journeypersons shall be the date of their qualification as a journeyperson employee of the Employer or their date of hire as a journeyperson, whichever date is later.

(d) The effective date for indentured apprentices shall be the date of their indenture as an apprentice employee of the Employer or their date of hire as an indentured apprentice with the Employer, whichever date is later.

(e) The effective seniority date for other employees shall be the date of hire with the Employer.

(f) Indentured apprentices shall hold seniority in the job classification from which they were promoted until such time as they complete all of the requirements of their apprenticeship term and shall then take their seniority status as a journeyperson in the job classification in which they were indentured as of the date their apprenticeship term is completed.

**Section 3.** Employees shall cease to hold seniority for any one of the following reasons:

(a) Voluntary resignation.

(b) Discharge for just cause.

(c) Failure to report for work after the expiration date of an approved leave of absence.

(d) Failure to report for work when recalled during a layoff within 9 working days, except in case of illness.

**Section 4.** Should layoffs because of lack of work become necessary, such layoffs shall be accomplished by laying off first the employee with the least seniority in the job classification and department where such layoffs occur; additional layoffs to be accomplished by laying off the employee with the next least seniority, etc. An apprentice within the ratio who has an earlier date of hiring as an apprentice than a journeyperson shall hold seniority for the purpose of determining the order of layoff. Employees recalled for work after such layoffs shall be rehired in reverse of the foregoing by first employing the last employee laid off. 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.

**Section 5.** Employees classified as helpers shall be given a preference over new employees for promotion in all departments, provided said helpers have established or demonstrated aptitude for promotion.

**Section 6.** Employees who have been promoted into supervisory positions shall retain seniority in the job classification last occupied prior to such promotion and shall continue to earn and use seniority in that classification.

**Section 7.** Any employee who serves in the armed forces under the provisions of the Military Selective Service Act of 1967, as amended, shall have their effective seniority date adjusted in accordance with the following formula:

(a) An indentured employee whose apprenticeship is interrupted by Military Service shall, upon completion of their apprenticeship, receive as their journeyman's effective seniority date, that date on which they would presumably have become a journeyman had their employment been without interruption.

(b) Any employee whose employment is interrupted by Military Service and who would have otherwise been promoted to a higher rated classification shall upon their return be promoted with the restoration of the seniority they would have otherwise obtained. Service in the Merchant Marine during a national emergency shall be considered Military Service, as relates to this provision.

**Section 8.** Should any question arise with respect to the service qualification of a journeyman, such question shall be referred to the Twin City Joint Graphic Arts Apprenticeship Committee. Any determination made by that Committee including any adjustment in the effective seniority date of the journeyman, whose apprenticeship service qualifications have been challenged, shall be final and binding on the parties of this agreement.

This article can be amended by mutual agreement between the Employer and the Union relative to the layoff of employees and the process of bumping into the lower classification when qualified. Such amendment, if any, must be accomplished by January 1, 1986.

## ARTICLE 27 - NO TRANSFER OF EQUIPMENT

**Section 1.** The Employer agrees that it will not physically transfer or install any equipment to or in any other plant for the purpose of avoiding the terms of this agreement which results in the removal of jobs or work from under this agreement.

**Section 2.** It is further understood that should a difference of agreement exist regarding the purpose of such transfer or installation, it shall be subject to the grievance and arbitration provisions set forth in Article 30 of this contract.

## ARTICLE 28 - PICKET LINES

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

## ARTICLE 29 - NO STRIKE - NO LOCKOUT

No strike shall be conducted except in accordance with the Minnesota Public Employment Labor Relations Act, Sec. 179A.18 (1987), as amended from time to time. All provisions of the Minnesota Public Employment Labor Relations Act, Sec. 179A.19 (1987), as amended from time to time, shall be fully applicable and are incorporated herein by reference.

## ARTICLE 30 - GRIEVANCE PROCEDURE

(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:

**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 Manager of Printing Services that a dispute exists. A meeting shall then be held within five (5) working days between the Business Agent of the Union and the Manager of Printing Services, in an attempt to resolve the dispute. If a resolve cannot be reached, the grievance will proceed to Step 2.

**Step 2.** If no resolve can be reached in Step 1, a meeting shall be held within ten (10) working days, between the Director of Printing Services 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.

**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 at least 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 name remaining 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.

(a) 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.

**(b)** 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 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 the Shop Chairperson).

**(c)** Either the Shop Chairperson or the Union Business Representative or both shall be given the opportunity to be present when any grievance is presented and/or settled.

**(d)** 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 unsuccessful, 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.

## ARTICLE 31 - SHOP CHAIRPERSON

**Section 1.** In every plant there shall be at least one representative of the Union called a "Senior Shop Chairperson". In plants where the departments are too large or are separated there may be a Senior Shop Chairperson for each department. Likewise, departments working more than one shift may have a Shop Chairperson for each shift, one of which shall be designated Senior Shop Chairperson. With respect to departments working more than one shift, the Senior Shop Chairperson within that department shall be the person representing the shift with the greater number of employees.

The Shop Chairperson designated as the Senior Shop Chairperson at the beginning of each term due to greater numbers on a shift shall continue in such capacity regardless of changes which reduce numerical representation on the shift due to temporary shift assignments, new or additional assignment of personnel to another shift, lay off, etc.

If the number of employees on each shift is of equal numbers the day shift Shop Chairperson shall be designated as the Senior Shop Chairperson. The Shop Chairperson or Shop Chairpersons shall be elected by the Workers in each plant or department, or, they may be appointed by the President of the Union if the people so desire.

**Section 2.** The Shop Chairperson shall represent the Union in the plant where they are employed, and shall at all times try to maintain harmonious relations between the employees, the Employer and the Union. They shall bring all disputes to the attention of the lead worker or person designated by the Employer to receive such disputes. If satisfaction of the dispute is not accomplished, then an officer of the Local Union shall be called in.

**Section 3.** The Shop Chairperson shall be permitted to call shop meetings on the premises of the Employer, but such meetings cannot be held during working hours without permission of the Employer.

**Section 4.** The Shop Chairperson shall be permitted to collect Union dues on the Premises of the Employer, but may not do so during working hours without permission of the Employer.

**Section 5.** Before the discharge of a Shop Chairperson, the Employer shall notify the Union of its intention to so discharge and shall give the Union an opportunity to confer with the Employer.

**Section 6.** Each Senior Shop Chairperson shall be advanced to the head of their seniority list for the purpose of layoff and recall as set forth in Article 26 during the term of their tenure provided they are capable of performing the work available within their classification. The Employer shall be notified in writing of the identity of the Shop Chairperson.

## ARTICLE 32 - TECHNOLOGICAL DEVELOPMENTS

**Section 1.** The parties recognize that technological developments, if they are to further the continued growth of the industry, place a responsibility upon Employers to explore and promote new markets and require the cooperation of Employer and Union in the development of new skills.

**Section 2.** In order to insure the orderly and most advantageous introduction of new types of equipment and the new processes, the parties agree to meet upon request of either party to consider and develop programs for the retraining or rehabilitation of photoengraving and lithographic journeypersons in new skills so that there shall be an adequate availability of new skills required. The Union and the Employers shall make every effort to see that no layoffs occur as a result of the introduction of new types of equipment or processes.

## ARTICLE 33- SEPARABILITY

**Section 1.** Each and every clause of this contract shall be deemed separable from each and every other clause of this contract to the end that in the event that any clause or clauses shall be finally determined to be in violation of any law, then and in such event such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the contract

including any and all provisions of the remainder of any clause, sentence or paragraph in which the offending language may appear.

## ARTICLE 34 - NO ORAL OR IMPLIED AGREEMENT

**Section 1.** This contract sets forth the entire understanding and agreement of the parties and may not be modified in any respect except by writing subscribed to by the parties. Nothing in this contract shall be construed as requiring either party hereto to do or refrain from doing anything not explicitly and expressly set forth in this contract.

## ARTICLE 35 - SUPERINTENDENTS AND LEADWORKER

**Section 1.** From the effective date of this contract, any member of the bargaining unit who as defined in Article 2, Section 1 accepts a position with the Employer as a leadworker in the bargaining unit performing any of the work as defined in Article 2 - Jurisdiction – shall continue to earn seniority and be covered by the Welfare Fund and Supplemental Early Retirement Program as provided under this contract and the Employer agrees to honor the employee's authorization for payroll deductions as described in this contract providing they continue to remain a member of the Union in good standing.

## ARTICLE 36 - DELINQUENT LIABILITY

**Section 1.** The Employer shall be liable for any expense incurred by the Union, or the Trustees of any fund, in connection with the collection of any monies owed by the Employer to any funds, and the Employer shall be liable for any legal fees, and/or costs, in connection with the collection of monies owed an employee covered by this agreement.

**Section 2.** If judgment is entered on a delinquency (unless the Employer clearly demonstrates inability to pay) the Union may also take whatever action they deem advisable including the right to terminate this agreement or to order the employees to cease work until a satisfactory settlement is made. In such event, the Employer agrees that they will not operate any equipment in their shop.

## ARTICLE 37 - INTERNATIONAL APPROVAL

**Section 1.** This agreement is subject to the approval of the International President of the Graphic Communications International Union. Such approval does not, however, under any circumstances, make the International responsible for the observance of this contract, or any breach thereof.

## ARTICLE 38 - LENGTH OF CONTRACT

This contract shall be effective as June 21, 2021 except as otherwise provided and shall remain in full force and effect until the 30th day of June, 2024.

## ARTICLE 39 - MANAGER'S RIGHTS CLAUSE

Any term and condition of employment not specifically established or modified by this agreement shall remain solely within the discretion of the management to modify, establish or eliminate. Management has the sole right to manage all facilities, personnel, equipment and operating supplies; management has the sole right to determine operations, to establish functions and programs, to set and amend budgets, to decide and determine organizational structure. Management has the sole right to determine the number of personnel, to select, direct, and establish work schedules. Management has the sole right to determine utilization of technology and perform any managerial function not specifically limited in this agreement.

## ARTICLE 40 – DISCIPLINE

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.

### **Section 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.

### **Section 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.

### **Section 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.



**Section 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.

**Section 5. Discipline Grievances**

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.

**EXHIBIT A - UNIVERSITY OF MINNESOTA PRINTING SERVICES  
JOURNEYPerson WAGE SCALE**

<b>CLASSIFICATIONS</b>	<b>6/21/2021</b>	<b>7/1/2022**</b>	<b>7/1/2023**</b>
		<b>**TBD</b>	<b>**TBD</b>
Electronic Prepress Operator	\$ 28.45		
Small Press Operators			
10" x 15"	\$ 20.63		
11" x 17" Two Color	\$ 20.63		
15" x 18" Two Color	\$ 21.98		
13" x 18" Two Color Perfector	\$ 22.30		
5 Color through 28" (2 Person Complement)			
Press Operator	\$ 30.58		
Helper	\$ 14.76		
Feeder (Optional)	\$ 23.21		
6 Color 40"			
Operator	\$ 32.43		
Second Pressperson	\$ 29.00		
Helpers			
Start	\$ 8.15		
After 6 months	\$ 10.32		
After 12 months	\$ 12.53		
After 18 months	\$ 14.76		

The starting rate for apprentices shall be 60% of the journeyperson rate but not less than their current rate of pay.

The Komori will be operated with one person on jobs consisting of less than 300% total ink coverage. In this situation only, the operator will receive \$1.00 per hour as premium pay for the entire shift during which (s)he was assigned to be the sole operator of the Komori, regardless of how many hours such assignment was made during that shift. Jobs within this parameter may also be run with two operators at the discretion of the Foreperson and the Plant Manager. Jobs consisting of 300% or more total ink coverage will be run with two operators.

\*\*Per Article 5, Section 1.b there will be a wage increase for employees on July 1<sup>st</sup> in the same percentage as that in the Spring 2022 and Spring 2023 Compensation Instructions Memo for Civil Service employees.

**LETTER OF AGREEMENT  
BETWEEN  
UNIVERSITY OF MINNESOTA  
AND  
GRAPHIC COMMUNICATIONS CONFERENCE OF THE  
INTERNATIONAL BROTHERHOD OF TEAMSTERS LOCAL 1M  
PAY CONVERSION PROGRAM**

This letter confirms the understanding of the parties regarding administration of the pay conversion process. Beginning with the September 2002 premium payment, this agreement will allow for a portion of pay for the health benefit premiums to be deducted from the Employees pay on a pretax basis. By signing below the parties agree to the following requirements:

The University of Minnesota will extend the pay conversion program to Employees, in addition to the health and dependent care reimbursement accounts currently offered. This program will be applied consistently with the provisions of Code Section 125 and any regulations there under.

Employees will be permitted to make changes in coverage elections only in accordance with the status change rules of the regulations under Section 125 of Internal Revenue Code.

When requested by the Employer, the GCC/IBT Upper Midwest Local 1-M Health and Welfare Fund will provide through its Plan Administrator a compliance letter.

The GCC/IBT Upper Midwest Local 1-M Health and Welfare Fund will report through its Plan Administrator to the University any changes in benefits, per the rules and regulations of the Trust Fund Agreement.

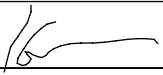
All information will be reported by the University of Minnesota on the annual IRS Form 5500.

In accordance with the Pre-Tax Benefits Plan, Employees will not be given an election to treat premium payments as after-tax payments.

**FOR THE UNION:**

Electronically Signed 2022-06-07 19:14:31 UTC - 63.231.228.45  
*Jim Longebone* DATE: 06/07/2022  
Nintex AssureSign®

**FOR THE UNIVERSITY:**

Electronically Signed 2022-06-15 15:49:41 UTC - 131.212.248.115  
 DATE: 06/15/2022  
Nintex AssureSign®

Electronically Signed 2022-06-09 14:03:00 UTC - 73.94.17.83  
*Mani Vang* DATE: 06/09/2022  
Nintex AssureSign®

Electronically Signed 2022-06-07 19:46:57 UTC - 75.72.189.233  
*Jean Leuthner* DATE: 06/07/2022  
Nintex AssureSign®

Electronically Signed 2022-06-08 13:31:01 UTC - 24.118.128.38  
*Sharon Welch* DATE: 06/08/2022  
Nintex AssureSign®

Electronically Signed 2022-06-09 17:53:51 UTC - 63.231.228.45  
*Coy Hillsted* DATE: 06/09/2022  
Nintex AssureSign®

## LETTER OF UNDERSTANDING

GCC/IBT Local 1-M and the University of Minnesota – Printing Services (“Employer”) recognize the fact that, due to the nature of the workflow of the Employer, there are times when a shortage of skilled Union Journey workers exists at the Employer, but permanent employment cannot be guaranteed.

The following may be used to address those situations. Recognizing the long history established between the parties, and consistent with but not limited to Article 4, Section 2, paragraph 3 of the collective bargaining agreement, it is agreed that in addition to vacation or medical leave replacement, experienced Local 1-M members may be hired on a temporary basis to fill in during accelerated workflow periods for up to one hundred twenty (120) consecutive shifts. All other terms and conditions of the current labor agreement apply.

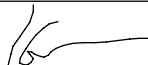
We hereby agree:  
GCC/IBT LOCAL 1- M

UNIVERSITY OF MINNESOTA  
PRINTING SERVICES

FOR THE UNION:

Electronically Signed 2022-06-07 19:14:54 UTC - 63.231.228.45  
*Jim Langerbone*  
Nintex AssureSign® DATE: 06/07/2022

FOR THE UNIVERSITY:

Electronically Signed 2022-06-15 15:50:04 UTC - 131.212.248.115  
  
Nintex AssureSign® DATE: 06/15/2022

Electronically Signed 2022-06-09 14:03:14 UTC - 73.94.17.83  
*Mani Vang*  
Nintex AssureSign® DATE: 06/09/2022

Electronically Signed 2022-06-07 19:47:19 UTC - 75.72.189.233  
*Jean Leuthner*  
Nintex AssureSign® DATE: 06/07/2022

Electronically Signed 2022-06-08 13:35:06 UTC - 131.212.248.253  
*Shawn Welch*  
Nintex AssureSign® DATE: 06/08/2022


Electronically Signed 2022-06-09 14:00:49 UTC - 24.118.129.38  
*Coy Hillsted*  
Nintex AssureSign® DATE: 06/09/2022

IN WITNESS WHEREOF, and in full attest of ratification by the Employer and the union, Parties hereto, the undersigned, duly authorized officer of the University of Minnesota and the Authorized representation of the Union hereunto affixed their hand and seal this 6th day of June 2022.

**FOR THE UNION:**

Electronically Signed \_\_\_\_\_ 2022-06-07 19:15:13 UTC - 63.231.228.45  
Nintex AssureSign® \_\_\_\_\_ *Jim Langerbone* DATE: 06/07/2022

**FOR THE UNIVERSITY:**

Electronically Signed \_\_\_\_\_ 2022-06-15 15:50:23 UTC - 131.212.248.115  
Nintex AssureSign® \_\_\_\_\_  DATE: 06/15/2022

Electronically Signed \_\_\_\_\_ 2022-06-09 14:03:22 UTC - 73.94.17.83  
Nintex AssureSign® \_\_\_\_\_ *Mani Vang* DATE: 06/08/2022

Electronically Signed \_\_\_\_\_ 2022-06-07 19:47:27 UTC - 75.72.189.233  
Nintex AssureSign® \_\_\_\_\_ *Jean Leuthner* DATE: 06/07/2022

Electronically Signed \_\_\_\_\_ 2022-06-08 13:35:18 UTC - 131.212.248.253  
Nintex AssureSign® \_\_\_\_\_ *Shawn Welch* DATE: 06/08/2022

Electronically Signed \_\_\_\_\_ 2022-06-09 14:00:56 UTC - 24.118.129.38  
Nintex AssureSign® \_\_\_\_\_ *Coy Hillsted* DATE: 06/09/2022

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**GRAPHIC COMMUNICATIONS CONFERENCE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 1M**

By \_\_\_\_\_

"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."