

**AGREEMENT**

**Between**

**THE UNIVERSITY OF PITTSBURGH OF THE COMMONWEALTH SYSTEM  
OF HIGHER EDUCATION**

**And**

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 32BJ**

**January 1, 2018 - December 31, 2020**



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## **ARTICLE 1 – PREAMBLE**

**Section 1.1** This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between **THE UNIVERSITY OF PITTSBURGH OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION**, Pittsburgh, Pennsylvania, (hereinafter referred to as the "University") and **SERVICE EMPLOYEES INTERNATIONAL UNION, Local 32BJ**, (hereinafter referred to as the "Union") in consideration of the mutual promises as herein set forth and in the mutual interest and desire to promote harmonious relations between the University and the Union, the establishment of a prompt and equitable procedure for the resolution of differences and to establish rates of pay, hours of work and other conditions of employment, it is agreed as follows:

## **ARTICLE 2 - RECOGNITION**

**Section 2.1** The University hereby recognizes and acknowledges the Union as the sole and exclusive bargaining representative of all employees working in the various classifications set forth herein in the operation and maintenance of all school and administration buildings, student housing facilities, athletic facilities, plants and adjacent grounds owned and operated by the University in the City of Pittsburgh. This provision shall apply to all present and subsequently acquired building facilities and grounds by the University that are used for school purposes. It shall not apply to buildings and/or grounds acquired for investment purpose.

## **ARTICLE 3 – UNION SECURITY**

**Section 3.1 Members.** Upon completion of sixty (60) days of employment, members of the Union shall be required to pay the Union's periodic dues and initiation fees as a condition of continued employment. Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting the discharge of a Union member because s/he has not satisfied the membership obligations set forth hereunder, the employee shall be discharged within fifteen (15) days of the letter if prior thereto s/he does not take proper steps to meet the obligations.

The Employer agrees to deduct the Union's monthly dues, initiation fees, assessments, and American Dream Fund contributions from the pay of each Union member from whom it receives written authorization, and will continue to make such deductions while the authorization remains in effect. Monthly dues deductions will be made from the pay for the first full pay period worked by the employee following the receipt of the authorization, and thereafter will be made from the first paycheck each month that the employee receives. Dues and other monies deducted in accordance with this paragraph shall be forwarded to the Union not later than the twentieth (20th) day of each month.

The University shall transmit dues, initiation fees and all legal assessments deducted from employees' paychecks to the Union electronically via ACH or wire transfer utilizing the 32BJ self-service portal, unless the Union and the University agree that dues be remitted by means other than electronic transmittals.

**Section 3.2 Non-Members.** Employees who are not members of the Union shall be subject to a fair share fee, as provided for in the Public Employee Fair Share Fee Law and any amendments thereto. Authorization from nonmembers to deduct such fees shall not be required. The amounts to be deducted for nonmembers shall be certified to the Employer by the Union. The Employer shall deduct and remit fair share fees to the Union in the same manner as regular dues.

**Section 3.3** When the University needs additional employees, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the University shall not be required to hire those referred by the Union.

**Section 3.4** The University shall inform all employees at the time of hire of the existence and terms of this Agreement and the obligation of such employee as to Union membership. The University agrees, within thirty (30) days of the date of hiring, to notify the Union of the name, home address, campus work area and classification of occupation of each such person hired.

**Section 3.5** Any Union official other than shop stewards when arriving on University property to conduct any Union business shall notify the appropriate department director or his/her representative. The Union representative shall be provided reasonable access to its members for conducting Union business.

**Section 3.6** No Union member or representative shall solicit members, engage in organization work, or participate in other Union activities during working hours on the University's premises except as provided for in the processing of grievances. Upon request, the University shall make space available to the Union for the purpose of conducting meetings. Approval of such requests is subject to availability of adequate space and prior schedules. Requests should be made to the Manager of Labor Relations or the administrator responsible for the scheduling of the space requested. Union members shall cooperate in observing good housekeeping practices when utilizing University facilities. Requests for meeting space shall not unreasonably be denied.

**Section 3.7** The Union shall indemnify, defend and hold the University harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the University in reliance upon such written notification by the Union that an employee is not in good standing because of failure to pay Union dues, or for the purpose of complying with any of the provisions of this Article.

**Section 3.8** The Union shall notify the University in writing of the designated Shop Stewards in each Work Group. The number of Shop Stewards designated will be reasonable based upon the legitimate need to conduct Union business. All Shop Stewards shall be granted two (2) paid days off per year to attend shop steward training classes, provided that a written request is submitted to the University at least seven (7) days in advance of the training class. It is understood that Shop Stewards will not be released for shop steward training classes during the time periods of April 15 through May 15 and August 15 through September 15. The Union agrees to provide information to the University regarding the curricula of any training for which Shop Stewards are released from work.

**Section 3.9** The Employer shall provide employees with leaves of absence for union related activities for a period of time not to exceed three (3) months. The Union shall provide at least 30 days written notice of any request for a union leave of absence. No more than four (4) employees may be on leave at any one time. Leaves shall be limited to one (1) employee per Workgroup, with the exception of Workgroup 1, which shall have a two (2) employee limit. The Union shall reimburse the University for the wage, pension and medical insurance costs associated with each leave within two (2) weeks of receipt of an invoice from the University. Employees on leave will continue to accrue all benefits, including sick and vacation time.

**Section 3.10** A shop steward or other designated representative of the Union shall be permitted to meet with new employees in their work group for 15 minutes on the clock for the purpose of conducting union orientation. Such meetings shall be limited to one per month in each Workgroup; additional meetings may be scheduled with supervisory approval.

**Section 3.11** One week prior to any scheduled Labor-Management meeting, the Union shall be permitted to meet with members in the affected work area(s) during working time at the beginning or end of a shift. These meetings shall be organized by zone and shall be limited to 30 minutes.

**Section 3.12** Members may attend an annual union meetings for up to one hour on work time. The Union will provide the University with a minimum of two (2) weeks' notice of the meetings, which shall be scheduled so as not to interfere with operational priorities of the University.

**Section 3.13** The University shall immediately notify the Union of any non-governmental organization request for the identity and/or contact information of bargaining unit members. The University shall provide a copy of the request and any materials submitted with the request. The University shall provide the Union with at least fourteen (14) days to review and challenge the scope of the request prior to the University's response to the disclosure request. The University agrees to consider the Union's response prior to disclosing any information about bargaining unit members.



## **ARTICLE 4 – WORKWEEK AND HOURS OF WORK**

**Section 4.1** A workweek shall be defined as beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight on Saturday. The regular workweek for full-time employees shall consist of five (5) consecutive days of eight (8) hours each, followed by two (2) consecutive days off.

**Section 4.2** The regular workday shall consist of eight (8) consecutive hours, excluding unpaid meal periods. The lunch period shall be regularly scheduled and shall be one-half (1/2) hour.

**Section 4.3** All employees shall be scheduled a relief period or periods with pay totaling twenty (20) minutes during each regular eight (8) hour day. Employees whose regular hours of work start before and end after midnight, shall include a thirty (30) minute paid lunch period within the eight (8) hour day. Employees who work such schedules and receive such thirty (30) minutes paid lunch period will not receive the twenty (20) minute paid relief period.

**Section 4.4** The University will notify all regular employees of their work schedule; notice by means of the days and hours set forth in the job posting for an employee's position shall constitute one means of effective notice under this provision. No work schedule shall be changed without at least seven (7) calendar days notice to the affected employee. There shall be no change solely to avoid payment of overtime.

**Section 4.5** The above shall not constitute a guaranteed workweek or workday.

## **ARTICLE 5 - OVERTIME**

**Section 5.1** One and one-half (1-1/2) times the regular rate shall be paid for all hours worked in excess of eight (8) hours in any day or forty (40) hours in any week. There shall be no pyramiding or duplication of overtime and other premium pay.

**Section 5.2** Overtime, if any, shall be offered to qualified employees who normally perform the work at the location where the overtime work is to be performed. The opportunity to work overtime shall be rotated. In the event an overtime assignment is cancelled, the employee(s) scheduled to work it will be offered the next posted and un-awarded overtime assignment in his/her area, so long as the employee is qualified to fill the assignment. An employee who refuses an overtime assignment shall be charged as if he/she had accepted the overtime. If an insufficient number of employees accept an overtime assignment, a sufficient number of employees shall be assigned, beginning with the least senior employee(s).

**Section 5.3** Any employee assigned work on his/her scheduled day off shall be paid time and one-half (1-1/2) for all hours so worked regardless of the number of hours he/she worked during his/her scheduled workweek; an employee shall not be considered to have been assigned work on his/her scheduled day off if he/she had the ability to decline to work on that day. For each Workgroup a written overtime policy shall be posted. The Union shall be notified of any changes to the posted overtime policy.

**Section 5.4** Employees called back to work to perform overtime shall be guaranteed pay for at least four (4) hours worked on such assignment, at the overtime rate of pay. This shall not be construed as a guarantee of the amount of overtime pay when called out before or retained after the scheduled workday, provided the regular and overtime hours are continuous. Employees may not be required to work when they are on vacation or taking a personal day. The following shall not be considered a call-in for the purpose of triggering the 4-hour minimum in accordance with this section, whether voluntary or mandated:

- a. Overtime which occurs as a continuation of an employee's shift before s/he has punched out for the day, and
- b. Overtime which is pre-scheduled and posted for bid in accordance with this Agreement.

**Section 5.5** Holidays shall be credited as time worked for the purpose of computing overtime.

**Section 5.6** Any employee who performs work on the sixth (6th) consecutive workday, and who has actually worked the previous five (5) days, shall be paid time and one-half (1-1/2) for all hours worked on the sixth (6<sup>th</sup>) day.

Any employee who performs work on the seventh (7th) consecutive workday, and who has actually worked the previous six (6) days, shall be paid double time (2) for all hours worked on the seventh (7<sup>th</sup>) day. The workday shall be defined as the twenty-four hour period beginning at 12:01 a.m. for all employees other than those whose shift begins at 10:00 p.m. or later,

whose workday shall be considered to be the following day, and who shall be paid double time for those hours worked on a seventh consecutive workday.

An employee who works a sixth (6<sup>th</sup>) consecutive day as the result of a bid job, where the new assignment consists of different workdays, shall not be entitled to time and one-half for the sixth (6<sup>th</sup>) consecutive day. Should the employee work more than forty (40) hours in a workweek as defined by the Labor Agreement as the result of a job bid where workdays are different, the provisions of the Fair Labor Standards Act shall apply.

This section shall not apply if an employee calls off during the work week leading up to a 6<sup>th</sup> or 7<sup>th</sup> consecutive day of work.

**Section 5.7** An employee may not “call-off” for his/her next regularly scheduled shift immediately following a voluntary overtime shift more than twice within a rolling twelve (12) month period from the last incident. Otherwise, the employee may be subject to disciplinary action.

**Section 5.8** The University will maintain a list of Work Group 1 employees interested in accepting overtime assignments in athletics facilities, including the Field House (“the Athletics Overtime List”). Athletics overtime assignments will be rotated in seniority order in accordance with Section 5.2, among employees on the Athletics Overtime List. Employees will have the opportunity to sign up for the Athletics Overtime List in August of each year. Workgroup 1 employees may add or remove themselves from list at any time throughout the year. Any employee who proves to be physically unable to perform the work required in an Athletics overtime assignment will be sent home and removed from the list for the remainder of the year. Employees who accept an Athletics overtime assignment may not be reassigned to other work which was not part of the posted overtime assignment. Additionally, any employee on the Athletics Overtime List who refuses two overtime assignments within the year will be removed from the list.

## **ARTICLE 6 – SENIORITY**

**Section 6.1** All employees covered by this Agreement shall be classified in Workgroups as follows:

- Workgroup 1 - School buildings and adjacent grounds
- Workgroup 2 - Stadium and University grounds
- Workgroup 3 - Residence Halls, Holland University Store and Brackenridge Pitt Shop
- Workgroup 4 - Parking and Transportation Department
- Workgroup 6 - Scaife Hall, Biomedical Science Tower and Biomedical Research Facility

Each Workgroup shall constitute a separate unit for Workgroup seniority purposes.

**Section 6.2** Regular employees shall accrue three (3) kinds of seniority as follows:

A. University seniority is defined as all continuous service with the University, commencing after completion of the probationary period and retroactive to the date of hire by the University, including time worked as a Temporary Employee within the Bargaining Unit. It shall be used in determining the following rights, as applicable:

1. To determine vacation accumulation rate.

B. Workgroup seniority is defined as all continuous service in the Workgroup. An employee who is transferred or promoted out of the Bargaining Unit shall continue to accrue Workgroup seniority for sixty (60) calendar days. If the employee chooses to return or is returned to the Workgroup within the sixty (60) calendar day period, he/she shall resume his/her Workgroup seniority order. It shall be used in determining the following rights, as applicable:

1. To determine the order of layoff in accordance with the provisions of Article 7.
2. To determine the order of recall in accordance with the provisions of Article 7.
3. To determine the order of displacement in accordance with the provisions of Article 7.
4. To determine vacation schedules from among the times made available by the University.
5. To determine the employee's consideration for job vacancies posted in accordance with the provisions of Article 8.

C. Bargaining Unit seniority shall be defined as the first date of employment in any position covered by this Labor Agreement. It shall be used in determining the following rights, as applicable:

1. To determine the employee's consideration for job vacancies posted in accordance with the provision of Article 8.

**Section 6.3** Termination of seniority and employment shall result for any of the following reasons:

- A. An employee quits or resigns.
- B. An employee is discharged for just cause.
- C. An employee is absent from work for three (3) consecutive workdays without properly notifying the University, unless it is physically impossible to do so.
- D. An employee who has not received appropriate permission or who fails to return to work immediately following a leave of absence from the University, or misrepresents the reason for a leave of absence.
- E. Failure to respond to a letter of recall for regular employment as set forth in Article 7.
- F. An employee is laid off for a period of twenty-four (24) continuous months.
- G. Failure to accept a job comparable to the one which he/she held immediately prior to layoff within five (5) working days of recall. His/her name shall be removed from the recall list if the employee does not return to work within ten (10) working days.
- H. Any employee out of work for twenty-four (24) continuous months because of illness, not compensable by Workers' Compensation benefits.

**Section 6.4** Where employees share a common seniority date, the seniority order of such employees shall be determined by the date the employees filed an application for employment. If the employees share a common date of application for employment, the seniority order shall be determined by the toss of a coin.

**Section 6.5** In the event that two or more Workgroups merge, then the Work Group seniority date for all affected employees shall become their Bargaining Unit seniority date. It is agreed that any such change in Workgroup seniority shall not require the re-bidding of any positions being merged, or of any other positions.

## **ARTICLE 7 - LAYOFF**

**Section 7.1** In the event of a layoff or reduction in force, employees shall be displaced in order of least seniority within their Work Group and job classification. The management of each Work Group shall determine which classification(s) and the number of employees which shall be affected by a layoff or a reduction in force. The Union and the University shall meet no less than thirty (30) days in advance to discuss the affects of a layoff, reduction of hours or reduction in force.

**Section 7.2** If an employee is displaced from service as the result of a reduction in force, with no expected date of recall to the employee's Work Group, the employee(s) affected shall be so notified. If the displacement from service is as the result of a layoff, with an expectation of recall to the employee's Work Group during the next twenty-four (24) months, the affected employee(s) shall be so notified. Employees who are recalled to work shall be recalled in the inverse order in which the employees were laid off.

**Section 7.3** (A) An employee who is displaced by a reduction in force or layoff and who has bargaining unit seniority greater than that of another employee, may first bump a less senior employee within his/her Work Group. If no such person exists, he or she may bump a less senior employee within a Work Group the employee has prior experience in, based upon seniority in that Work Group. If no such person exists, he or she may then bump the least senior Cleaner within the bargaining unit, provided the employee is qualified and capable of performing the work.

(B) Employees who exercise their rights to displace another may do so only if they are both qualified and capable to perform the work of the employee being displaced.

(C) The University will accept volunteers for a layoff or reduction in force only from the Work Group and classification targeted for the layoff or reduction in force. The total number of volunteers for the layoff or reduction in force shall not exceed the number of layoffs or positions reduced as determined by the University. Where there are more volunteers than the number of layoffs or positions reduced, the most senior employees(s) shall be given his or her preference by seniority.

(D) Any employee(s) who is displaced and is subject to recall shall assume the full responsibility to inform the University of his/her correct and current name and/or mailing address. Such notice shall be provided in writing to the Manager of Labor Relations and the Union Business Representative. In the event of recall, the University shall send a letter of recall to the employee's last name and address on file. An employee shall forfeit his/her right to re-employment and forever break his/her seniority, should he/she fail to report his/her intention to return to University employment within five (5) workdays of notice or fail to actually report to work as assigned within ten (10) workdays after notification by the University to return to work. Such notification shall be made by return receipt mail sent to his/her last address on file with the University. Copies of all correspondence related to recall from the University to an employee shall be mailed to the Union Business Representative.

**Section 7.4** No employee shall be laid off if there is a Temporary employee in a job for which he/she is qualified.

## **ARTICLE 8 - JOB VACANCIES**

**Section 8.1** A position shall be considered vacant when an employee has separated from University employment, for any reason, voluntarily or involuntarily. A new position created by the University shall also be considered a vacant position. Should the University decide to fill a vacant position, the position shall be posted according to the procedure in Section 8.2. Should the University decide not to fill a vacant position, if the Union submits a written request to the Manager of Labor Relations, the University shall provide a reason for the decision in writing to the Union. Vacancies must be posted within 30 days of the last incumbent's permanent separation or reassignment.

**Section 8.2 (A) First Vacancy** - Employees within the Workgroup shall bid for a vacant position in their Work Group based upon their Workgroup seniority. The position posting shall include the days, hours, classification, Work Group, and a description of the position and the minimum and preferred qualifications for the position. If preferred qualifications are specified, they must be reasonable and directly related to the job. Among those employees who bid who are currently in the classification of the position, the most senior employee shall be awarded the job so long as he/she is not on a Last Chance status. If there are no bidders who are currently in the classification of the position, the most senior candidate within the Work Group who meets the minimum and preferred qualifications for the position will be awarded the position. If no candidate meets the minimum and preferred qualifications, the most senior candidate who meets the minimum qualifications for the position will be hired. Due consideration will be given to time spent in upgrade opportunities when determining qualifications. It is understood that the University reserves the right to determine reasonable, job-related qualifications and to determine the methods of assessing the qualifications of applicants by means of interviews, testing or such other job-related methods as are determined by the University to be appropriate. The job shall be posted for a period of seven (7) consecutive calendar days, after which the posting shall be removed. Bids shall be forwarded by Work Group management to the Labor Relations Section of Human Resources. The successful bidder, if any, shall be notified of the award by a representative of the Labor Relations Section within ten (10) workdays from the receipt of the bid(s) by Human Resources and shall be placed into the position within thirty (30) calendar days of the removal of the posting. In the event that the successful bidder is not placed into the position within thirty (30) days after removal of the posting, the University shall pay the successful bidder any applicable wage differential between his/her current position and the newly awarded position from 31 days after removal of the posting until being placed into the position.

**(B) Second Vacancy** - The second vacancy created by the filling of the first vacancy shall be posted campus-wide. The same posting description and job requirements described in Section 8.2 (A) above shall apply. The most senior candidate within the Work Group who meets the minimum and preferred qualifications for the position will be awarded the position. If there are no qualified candidates within the Work Group, Bargaining Unit seniority shall be used when considering bidders on the second vacancy.



(C) Third Vacancy - The third vacancy created by the above procedure will be offered to the employee from among those who bid on the second vacancy who would have been offered the second vacancy but for the successful bidder, who must accept or decline the position by the end of the shift during which he/she was offered the position so long as it is offered within the first hour of the shift, unless the position is in a different Work Group in which case the employee must accept or decline the position within 24 hours. This paragraph shall not apply where the third vacancy is in a higher classification than the second vacancy, in which case the third vacancy shall be posted pursuant to the provisions of paragraph 8.2 (A).

(D) Fourth Vacancy - The fourth vacancy shall be filled via the University's customary hiring procedure unless there are remaining bidders who have not yet been placed, in which case the most senior qualified bidder who remains will be awarded the position. However, any employee within the building where the fourth (4<sup>th</sup>) vacancy occurs may request a change to the vacant assignment.

**Section 8.3** Should there be no bidders, or no bidders qualified and capable of performing the job, the job shall be filled via the University's customary hiring process. However, if no employee bids from within the Work Group to fill the first vacancy, the University will proceed to step 8.2 (B) Second Vacancy and then to step 8.2(C) Third Vacancy.

**Section 8.4** Bid Outside of Classification - Where employees bid for positions outside their classification, the same procedures as described in the sections of this Article above shall be followed. However, the trial period for Groundskeepers shall be two-thousand-eighty (2080) hours worked or paid for. For all positions above the Cleaner rate of pay, the trial period shall be one-thousand-forty (1040) hours worked or paid for. During any trial period, the University may decide that the employee is not suitable and capable to do such work. In such cases, the University shall return the employee to his/her prior classification and Work Group. Likewise, the employee shall be free to voluntarily return to his/her prior classification and Work Group during the trial period. Employees returned to their classification and Work Group shall be permitted to bid on another position immediately (or) as one becomes vacant.

**Section 8.5** Newly hired employees shall not be eligible to bid on any position within the classification until he/she has completed the probationary period for the position in the Bargaining Unit. An employee who is the successful bidder within classification shall not be eligible to bid on another position until completion of one (1) year from the date of the Bid Award Letter from the Labor Relations Section of the Office of Human Resources; however employees shall be free to bid on higher classified or paid jobs within the one (1) year waiting period in the new position. Employees who are serving a review period associated with a Last Chance Agreement shall not be permitted to bid on any position or any assignment for the duration of the review period.

**Section 8.6** If an employee is awarded the job bid and refuses to accept the position, then the employee shall remain in his/her current position.

**Section 8.7** In the event that a facility and/or a building, in whole or in part, is closed or is taken out from under the management jurisdiction of the University, Bargaining Unit employees assigned to such areas shall be subject to reassignment elsewhere in the Work Group (first), and then to any existing or new vacant positions in the Bargaining Unit (second), after any jobs are posted for bid. This provision shall not be interpreted as limiting, in any way, the University's right to reassign employees pursuant to any other provision of this Agreement, including Article 22, Section 22.1.

**Section 8.8** In the event of temporary vacancies which present an upgrade opportunity for members of the bargaining unit, the vacancy / upgrade opportunity shall be posted in all Work Groups for a period of seven (7) consecutive calendar days. If more than one bidder meets the minimum and preferred qualifications, the most senior candidate within the bargaining unit who meets the minimum and preferred qualifications for the position will be awarded the position. Minimum and preferred qualifications must be reasonable and directly related to the job. An upgrade opportunity shall be any temporary vacancy in a job classification other than Cleaner, including temporary assignments resulting from seasonal duties or increased demand in a particular department.

**Section 8.9** The University shall be fill temporary vacancies in the manner described below.

A) Temporary employees shall be used to supplement the existing work force for summer projects in the Housing and Food Services Division. Upon hire, these employees shall be compensated at the entry rate for the classification to which they are assigned.

The Housing and Food Services Division may select up to five temporary employees from the summer projects that will be placed into permanent vacancies as they become available. The University will identify these employees to the Union in writing. Upon designation by the University and upon completion of six (6) months service, these employees will receive an immediate pay increase to 90 percent of the cleaner classification as stated in Appendix A. These employees must be placed into a permanent vacancy in the Housing and Food Services Division within one year. This section shall not be construed to allow the Employer to bypass the job bidding process outlined in Article 8. If any of the designated employees is not placed into a permanent vacancy within one year of his or her start date, the employee will be retained for summer projects and, based on seniority, be among the five temporary employees retained for the following school year.

B) Temporary employees shall be used to fill in for temporary vacancies occasioned by call-offs, vacation, personal or medical leaves of absence, to include Workers' Compensation. Temporary employees hired pursuant to this section will remain in the temporary vacancy while the incumbent employee is on a leave of absence, unless the employee bids out in accordance with Section F below. When the incumbent employee returns from a leave of absence, the temporary assignment will end and the displaced temporary employee will bump the least senior temporary employee (if one exists) in another temporary vacancy within the same work group.

C) Temporary employees shall be used to fill vacancies occasioned by bargaining unit employees who are placed into an upgrade pursuant to Section 8.8 of this Agreement. Temporary employees hired pursuant to this section will remain in the temporary vacancy for as long as the incumbent is on an upgrade assignment. If the incumbent employee returns to the bargaining unit from the upgrade, the temporary assignment will end and the displaced temporary employee will bump the least senior temporary employee (if one exists) in another temporary vacancy within the same work group. If the incumbent employee is hired permanently in the upgrade classification, the temporary assignment shall end and the University will post the vacancy in accordance with Article 8 of this Agreement.

D) The University must designate all temporary assignments under this Section at the time of hire. For Sections 29.2(B) and (C), the University offer letter must state the expected duration of the temporary assignment. The University will send a copy of the offer letter to the Union Steward for the Work Group. In the event that the University must extend the assignment, the University will notify the Union in writing of the extension and the anticipated end date of the assignment.

E) Employees in temporary vacancies will be eligible for benefits in accordance with Article 20 after six (6) months of continuous employment. Additionally, employees in a temporary vacancy will be increased to 90 percent of the cleaner pay rate after six months of continuous employment with the University. During the first six (6) months of employment, temporary employees shall be considered probationary employees in accordance with Article 25.

F) During the first six months of employment, employees in temporary vacancies can bid on permanent vacancies within any Work Group in accordance with Article 8. After six months of employment, employees in temporary vacancies may bid by seniority into any open vacancy. If a position is posted and there are no successful bidders, the University reserves the right to place the least senior, post-probationary temporary employee into the permanent vacancy.

G) Laid off temporary employees shall have recall rights into any work group for which they are qualified, for a period of time equal to their length of service with the University, and shall accumulate seniority from one "temporary" assignment to the next, exclusive of time not worked. Any layoff pursuant to this section will not be a layoff for purposes of Article 36.

## **ARTICLE 9 - DISCIPLINE AND DISCHARGE**

**Section 9.1** No employee may be disciplined or discharged without just cause. The Union recognizes the University's special obligation to its students and the University community. It is therefore agreed that there will be certain situations and circumstances which the University shall address by progressive discipline. Examples of, but not an inclusive list of, situations best addressed by progressive discipline include poor performance, chronic absenteeism, disregard for instructions and/or work procedures, absence from an assigned work area without sufficient reason, extended breaks or meal periods which constitute an absence from the employee's assigned work area, late arrivals and/or early quits, minor insubordination, minor negligent damage to University equipment or property, and other similar type offenses.

**Section 9.2** Examples of, but not an inclusive list of, situations best addressed by accelerated or summary discipline or dismissal include cases of use, sale or possession of illegal or controlled substances on the job, intoxication on the job, theft, fraud, physical threat to another person, serious or chronic disregard for safety policies or procedures, ethnic intimidation, major intentional damage to University equipment or property, gross insubordination or similar serious offenses.

**Section 9.3** The University shall provide the Union a copy of its policies and procedures regarding disciplinary action. The Union shall be provided advance notice of any changes to the policies and/or procedures prior to the implementation date of such policies and/or procedures.

**Section 9.4** An Incident Report, or memoranda on University letterhead, shall be used to document that an alleged violation is being investigated. The essential facts and circumstances which may lead to disciplinary action shall be documented on the Incident Report or memoranda. The employee shall be offered a copy of the Incident Report or memoranda no later than the end of the first regular shift when both the employee and supervisor are working after the incident occurred. An employee may request a shop steward be present when being given a copy of the Incident Report if a union shop steward is readily available. The University will make a good faith effort to locate a shop steward. Should the employee refuse to countersign any such document, or refuse to accept any such document, such refusal shall be noted by supervision. Copies shall be provided to the Shop Steward if he/she is available; a copy shall be sent to the Union Business Representative by the close of the next business day (not to exceed 72 hours) from the time the incident report is issued. If disciplining an employee based on an incident report, the University will act in a timely fashion.

**Section 9.5** Disciplinary action(s) shall become part of the employee's University file, and shall be transferred with all records as the employee bids up to other job classifications or to another Work Group. For purposes of progressive discipline, for every period of twelve (12) consecutive months during which an employee works without receiving any additional disciplinary action, the level of discipline shall be reduced by one level. However, it is agreed that disciplinary records shall not be expunged from an employee's file. The specific nature and duration of Last Chance Agreements must be specified in each agreement and negotiated with

the Union. The University shall continue its present practice of using the personnel file for other purposes, including determining if there are mitigating circumstances associated with potential discipline.

**Section 9.6** Employees who have been subjected to suspension without pay or dismissal shall be entitled to initiate their grievance at Level II.

**Section 9.7** If an employee is being required to attend a meeting or discussion regarding discipline and/or discharge by the University, even if for investigatory purposes, the employee shall be advised that s/he has the right to have a Union Representative or Shop Steward present.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

**Section 10.1** The purpose of this Article is to provide an orderly method for the expeditious settlement of a dispute between the parties over the interpretation, application, or alleged violation of any provision of this Agreement. Any matter reserved to the University by the statutes, legal precedents, and regulations of the Commonwealth of Pennsylvania cannot constitute a grievance.

Should a grievance be settled at any step of the grievance procedure, the matter shall be considered closed, and not subject to any further consideration under this grievance procedure.

If at any step in the grievance procedure the University fails to give its written answer within the time limits set forth in this Article, the Union shall be free to appeal the grievance to the next step at the expiration of such time limit.

Neither the University nor the Union shall, within reason, lose a grievance on its merit because of a missed time limit. If a time limit is not met, the responsible party has the burden of providing a good reason to extend the time limit. However, the University must demonstrate a good faith effort to meet its obligations to process and respond to grievances in a timely manner. Likewise, the Union must demonstrate a good faith effort to advance the appeal of a grievance in a timely manner.

**Section 10.2** Informal Meeting: At this informal level, the employee shall meet with the immediate supervisor. This meeting shall be held within two (2) business days from the problem, incident or when an incident report is provided, whichever is later. Any solution reached shall be reduced to writing. Copies of the agreed upon solution shall be provided to all appropriate management personnel for the Work Group where the issue or incident originated, the Manager of Labor Relations, and the Union Business Representative. If there is no satisfactory resolution between the parties then the employee shall then have the right to submit a formal grievance at Level I within seven (7) calendar days.

Level I: If the employee is not satisfied with the results of any offer to settle the matter at the informal level, the Union shall reduce the matter to writing. The grievance shall include the nature of the problem, the specific Article of the Agreement violated, and the remedy requested by the grievant. Copies shall be provided to all individuals specified on the distribution list. The distribution list shall be specified on the grievance form. Upon receipt of the formal grievance the University shall have seven (7) calendar days to meet and hear the grievance. Within seven (7) calendar days following the conclusion of this Level I meeting, the management representative shall respond to the grievance in writing. The written reply will be provided to the relevant parties, to include the Union Business Representative.

**Section 10.3** Level II: If the Union is not satisfied with the results of any offer to settle the matter at Level I, or if no solution has been reached during the seven (7) calendar day period following the Level I meeting, the grievance shall be submitted to the grievance respondent designated by the University for Level II grievances within seven (7) calendar days. Within

seven (7) calendar days from the receipt of the grievance, the parties shall meet and discuss the facts and circumstances relevant to the grievance. The meeting shall include a management representative from the applicable Work Group, the Manager of Labor Relations, or his/her designee, the grievant, and the Union Business Representative.

Within seven (7) calendar days following the conclusion of the Level II meeting, the Manager of Labor Relations, or his/her designee, shall respond to the grievance in writing. The written reply will be provided to the Union Business Representative and the relevant management representatives. Should the Union wish to appeal the University's decision to arbitration the University shall be so notified, in writing, within thirty (30) calendar days from the receipt of the University's written reply.

**Section 10.4** The time limits herein set forth may be extended by mutual consent of the Union and the University. In the event a member of the Union appeals the Union's decision not to arbitrate a suspension or termination grievance to the Union's internal review process, the Union shall immediately inform the University of said appeal. The grievance shall be held in abeyance and the time limits contained herein shall be waived until the internal grievance review process is completed.

**Section 10.5** Nothing shall preclude the parties from the use of the Pennsylvania Bureau of Mediation or Federal Mediation and Conciliation Service, by mutual consent, to resolve a grievance in either an advisory role or as a final and binding authority in lieu of arbitration.

## **ARTICLE 11 - ARBITRATION**

**Section 11.1** If either party requests that a grievance, as described above, be submitted to arbitration in accordance with Level II of the Grievance Procedure, the parties shall first attempt to agree upon an arbitrator. If such an agreement cannot be reached, the Federal Mediation and Conciliation Service will be requested to submit a list of seven (7) suggested arbitrators. As soon as is practical after receipt of the panel, the parties shall select the arbitrator from such list by each party alternately removing one (1) name from the list until one (1) name remains. The loser of a coin toss shall strike the first name. Expenses incident to the services of an arbitrator, the panel list provided by the Federal Mediation and Conciliation Service, and the transcript of the testimony, if the parties mutually agree upon having the testimony of the hearing transcribed, shall be paid jointly by the University and the Union, one-half (1/2) each.

The Union shall prepare a Federal Mediation and Conciliation Service Form, requesting a panel of arbitrators, who are members of the National Academy of Arbitrators. The University shall reimburse the union for one half (1/2) of the processing or administrative fees charged by FMCS.

A. The University and the Union shall decide on a case-by-case basis on whether expedited arbitration proceedings shall be utilized for any particular grievance. In those cases where both parties agree in writing to an expedited arbitration, the following procedure shall be used:

1. The parties shall agree within sixty (60) days following the execution date of the agreement on a panel of not less than seven (7) arbitrators who are members of the National Academy of Arbitrators and/or listed with the Federal Mediation and Conciliation Service. The panel members shall be placed in alphabetical order and shall be selected by rotation from top to bottom of the list of panel members. The arbitrators shall agree to hear a case in not less than ten (10) workdays and not more than twenty (20) workdays. If the arbitrator selected is not available to hear the case within the established time, the next arbitrator on the list shall be selected. The arbitration will take place at a time and location agreed upon by all parties. The arbitration hearing shall be conducted in accordance with the following procedures:

- a. The hearing shall be informal
- b. Formal rules of evidence shall not apply.
- c. There shall be no transcripts or post-hearing briefs.
- d. The arbitrator shall notify the parties of his or her decision within seventy-two (72) hours after the close of the hearing.
- e. The decision of the arbitrator shall be based on the record before the arbitrator and shall include a written explanation of the arbitrator's decision. The arbitrator may issue his/her written explanation after the time of the decision, but in no case longer than seven (7) calendar days from the date the arbitrator gives notice of his/her decision.



f. The decision shall be final and binding.

**Section 11.2** The arbitrator shall be required to issue the decision within thirty (30) days after the close of the record. The decision of the arbitrator shall be final and binding on the parties. To the extent the arbitrator finds them to be instructive, the arbitrator may utilize prior arbitration decisions, including those involving the University and/or the Union, in reaching a decision.

**Section 11.3** In the case of a discharge or disciplinary suspension, the arbitrator shall have the authority to sustain the discharge or disciplinary suspension, or if he/she finds that the discharge or disciplinary suspension was not proper, he/she shall have the authority to order reinstatement and compensation for time lost in whole or in part or to find that the penalty imposed upon the employee was too severe and award a less severe penalty. In the event of a non-disciplinary issue, the arbitrator shall determine a remedy as he/she deems appropriate. Any grievance settled below arbitration shall have no precedential value.

**Section 11.4** The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the terms of this Agreement. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement. Nothing in Article 11 shall prevent the parties from settling an alleged grievance to their mutual satisfaction prior to the issuance of the arbitration decision.

**Section 11.5** The parties further agree that there shall be no suspension of work when such dispute arises and while it is in the process of adjustment or arbitration.

## **ARTICLE 12 - WAGES**

**Section 12.1** The job classification of the employees covered by this Agreement and the wages to be paid to such employees in their respective job classifications are set forth in Appendix "A" which is attached hereto. However, the wages set forth in Appendix "A" shall be the basic wage rates of the employees.

**Section 12.2** The wage rates set forth in Appendix "A", are for the entire term of this agreement.

**Section 12.3** Effective upon the signing of the Agreement, a Cleaner is to receive a premium payment of twenty-five (.25) cents per hour over and above their regular hourly rate of pay when performing the following duties:

- A) Stripping and/or scrubbing, including the refinishing of the floor.
- B) Operating large self-propelled floor washing machines. (Regular buffers and polishers are not included.)
- C) Working on high section ladders and scaffolding.

**Section 12.4** Wages shall be paid bi-weekly, on such dates as shall be designated by the University.

**Section 12.5** The job duties to be performed by employees in the various job classifications shall be substantially the same as in the past. If substantial changes are made in the regular job duties and requirements of any job, either the Union or University may propose a revision of the wage rates for that job. If the parties are unable to mutually agree, such matter shall be handled in accordance with the grievance procedure as set forth in this Agreement.

**Section 12.6** Employees temporarily assigned work in a higher paid classification for one (1) hour or more shall be paid the higher rate for such work. Employee's temporarily assigned work in a lower paid classification shall receive their regular hourly wage rate.

**Section 12.7** If the University introduces new job classifications, the wage rates for the new classification shall be mutually agreed upon between the University and the Union. In the event that the parties cannot agree upon a wage rate, the matter shall be submitted to binding arbitration.

**Section 12.8** No benefits, prerogatives or other substantial rights to which any employee shall be legally entitled at the time of the execution of this Agreement, shall be abridged, or otherwise affected except by the terms hereof, and the same shall remain intact and in full force and effect.

**Section 12.9** The Certified Pool Operator shall receive premium payment of \$.40 per hour over and above the regular rate of pay when diving in the pool.

**Section 12.10** Bargaining Unit members will not perform supervisory duties.

**Section 12.11** Personnel assigned Work Group Leader duties will receive fifty cents (\$.50) more per hour compensation. Upon being awarded the lead position, individuals will receive on-the-job training from the University.

## ARTICLE 13 – HOLIDAYS AND PERSONAL DAYS

**Section 13.1** The following nine (9) days shall be recognized as holidays for all regular employees and shall be celebrated on the University-recognized calendar day, except for Sunday through Thursday night turn employees, who will observe the designated dates listed below each holiday:

<b>Holiday</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
<b>New Year's Day</b>			
Night Shift	Sunday	Monday	Tuesday
	Dec. 31, 2017	Dec. 31, 2018	Dec. 31, 2019
<b>Martin Luther King Jr.'s Birthday</b>			
Night Shift	Sunday	Sunday	Sunday
	Jan. 14, 2018	Jan. 20, 2019	Jan. 19, 2020
<b>Memorial Day</b>			
Night Shift	Sunday	Sunday	Sunday
	May 27, 2018	May 26, 2019	May 24, 2020
<b>Independence Day</b>			
Night Shift	Wednesday	Thursday	Thursday
	July 4, 2018	July 4, 2019	July 2, 2020
<b>Labor Day</b>			
Night Shift	Sunday	Sunday	Sunday
	Sept. 2, 2018	Sept. 1, 2019	Sept. 6, 2020
<b>Thanksgiving Day</b>			
Night Shift	Wednesday	Wednesday	Wednesday
	Nov. 21, 2018	Nov. 27, 2019	Nov. 25, 2020
<b>Day after Thanksgiving</b>			
Night Shift	Thursday	Thursday	Thursday
	Nov. 22, 2018	Nov. 28, 2019	Nov. 26, 2020
<b>Christmas Eve</b>			
Night Shift	Monday	Tuesday	Wednesday
	Dec. 24, 2018	Dec. 24, 2019	Dec. 23, 2020
<b>Christmas</b>			
Night Shift	Tuesday	Wednesday	Thursday
	Dec. 25, 2018	Dec. 25, 2019	Dec. 24, 2020

Day staff and 2<sup>nd</sup> shift holidays are determined by the University's typical holiday observance guidelines. Dates are subject to change based upon any potential conflicts with the University's Academic Calendar. Any necessary changes will be posted at least thirty (30) days in advance of the affected holiday. The following holiday shall be celebrated on a day designated by the University:

Spring Holiday

Employees shall be given at least thirty (30) calendar days prior notice of their day off for the Spring Holiday.

Employees, who are regularly scheduled to work in whole or in part beginning 11:00 pm on Friday through 10:30 pm on Sunday, will recognize holidays based on the following:

1. If the holiday falls on a Friday, Saturday or Sunday, the holiday will be recognized on the actual calendar day on which the holiday falls.
2. If the holiday falls on a weekday, then the holiday schedule set forth above will apply according to the employees' applicable shift.

**Section 13.2** Employees shall receive two (2) Personal Days, effective each January 1 (subject to three (3) days advance request in writing and advance approval of the University).

Employees may request a Personal Day with less than three (3) days notices for family or personal emergencies. Such requests shall be reviewed on a case by case basis. Such requests shall not unreasonably be denied.

Advance requests to use a personal day on Good Friday shall not unreasonably be denied. In order to use his/her personal day, the employee must have completed his/her probationary period.

Employees hired on or before June 30 of any given year shall be entitled to two (2) Personal Days per calendar year. Employees hired on or after July 1 of any given year shall be entitled to one (1) Personal Day for the balance of the calendar year in which they are hired. Each January 1 thereafter, such employee shall be entitled to two (2) Personal Days per calendar year. Employees will be notified in writing whether or not their personal day request has been approved within 24 hours of the request.

**Section 13.3** Employees who work their normal hours on said holidays shall be paid an additional day's pay at the rate of time and one-half (1-1/2) the prevailing rate.

**Section 13.4** Any regular full-time employee whose regular day off falls on a holiday shall receive an additional day's pay therefore, or, at the option of the University, shall receive an extra day off within a week.

**Section 13.5** If a holiday falls within an employee's vacation period, he/she shall receive the holiday pay or an additional day off at the option of the University.

**Section 13.6** In order to be eligible for the holidays set forth in Section 13.1 above, an employee must:

1. have completed a probationary period in accordance with Section 25.1
2. have worked, been on vacation, or on a sick day (not sick and accident pay) in the payroll period in which the holiday occurs, or in the payroll period immediately preceding the

payroll period in which the holiday occurs.

3. have worked his/her last scheduled day prior to the holiday and the first (1st) scheduled workday subsequent to the holiday, except for pre-approved and pre-scheduled vacation or personal days. However, employees shall be allowed one (1) "no-fault" call off (sick day) per calendar year, on the last scheduled workday subsequent to the holiday. Utilization of the no-fault day shall require that the employee provide a medical excuse verifying that he/she was unable to work that day for medical reasons.

## **ARTICLE 14 - VACATION**

**Section 14.1** Full-time employees are eligible for vacation with pay as follows:

- A) Five (5) weeks vacation with pay during the following vacation year for employees who have completed twenty (20) or more years of service.
- B) Four (4) weeks vacation with pay during the following vacation year for employees who have completed ten (10) years of service.
- C) Employees who have completed five (5) or more years service are eligible for three (3) weeks vacation with pay during the following vacation year.
- D) Employees who have completed one (1) year of service are eligible for two (2) weeks vacation with pay during the following vacation year.
- E) Employees shall not be eligible for vacation until they have completed one year's continuous service.
- F) For purposes of computing an employee's years of service, the University seniority shall govern.
- G) Employees shall be compensated for vacation pay on the basis of eight (8) times their regular hourly rate for each day of vacation entitlement.

Employees who are entitled to fifteen (15) or fewer vacation days may take up to five (5) vacation days in less than five (5) consecutive workday increments. Employees who are entitled to twenty (20) or more vacation days may take up to ten (10) vacation days in less than five (5) consecutive workday increments.

**Section 14.2** Vacations will be selected by employees on the basis of seniority. An employee shall be eligible to use his/her vacation entitlement as described in Section 14.1 above, the first (1st) day after his/her seniority date. An employee must use his/her entire vacation entitlement by the last day prior to his/her next seniority date. The number of employees permitted to be on vacation at one (1) time will be determined by the Department. Employees will be notified in writing whether or not their vacation request has been approved within 72 hours of the request.

**Section 14.3** Except as otherwise stated in this Article, vacations must be taken in at least one (1) week increments. Whenever an employee earns an additional week vacation, as set forth in Section 14.1 A, B, or C above, the additional week may, at the option of the University, be scheduled after the employee's anniversary date and before the completion of the vacation year or carried over to the next vacation year. Vacation requests must be made in writing at least seven (7) calendar days prior to the first (1st) day of the vacation time requested. Employees may schedule up to five (5) vacation days during the vacation year in one (1) day increments. Scheduling of these days shall be on the same basis as a personal holiday, and is subject to all other scheduling provisions.

**Section 14.4** Vacation can only be earned when an employee is in the full-time or part-time employ of the University. Employees will continue to accrue vacation time when using already accrued paid time off. Employees on layoff, Workers' Compensation or sick and accident

benefits, or unpaid leave (other than Union leave as stated in Section 3.9 of this Agreement) do not earn vacation credits for such time. An employee who is receiving Workers' Compensation benefits on his/her anniversary date, or who has a claim pending for Workers' Compensation benefits, shall not be credited with his/her vacation entitlement. Upon return to work from a medical leave the employee shall receive a pro-rata share of his/her vacation entitlement for each remaining month in his/her anniversary year, consistent with the provisions of Section 14.5(B) below.

#### **Section 14.5**

A) When an employee terminates his employment, he/she shall receive a pro-rata share of vacation in addition to any accumulated unused vacation time.

B) Employees who are not actively at work on their anniversary date shall be entitled to a pro-rata share of vacation for the balance of their vacation year upon return from any leave of absence, including leaves during which Workers' Compensation benefits were received. Any partial days accrued, less than the minimum increment of leave that an employee can take in their Work Group, shall be paid out to employees within two (2) weeks of their return to work. Vacation shall not be prorated for employees returning from Union leave covered by Section 3.9 of this Agreement.

**Section 14.6** Upon written request, employee shall receive vacation pay with the last regular pay prior to their scheduled vacation. The advance pay shall be deducted from the employee's pay the following pay after he/she returns from the vacation.

**Section 14.7** If the University hires an individual, as a regular full-time employee, currently on the UPMC payroll as a regular full-time employee, directly into a job covered by this agreement without any break in service, the UPMC date of hire shall be used for the sole purpose of determining vacation entitlement under Article 14. Any employee affected by this provision of the agreement shall have his/her vacation entitlement adjusted on his/her last anniversary date only, subject to verification of UPMC employment.



## **ARTICLE 15 - SICK LEAVE AND SICK & ACCIDENT BENEFITS**

**Section 15.1** The first of the month following completion of the probationary period, each employee shall be credited with one half-day (four hours) sick leave for each month of service. On the employee's first Bargaining Unit seniority date, and each subsequent Bargaining Unit seniority date thereafter, the employee shall be credited with eight (8) sick days. The provisions of Article 14, Section 14.5, shall be applicable to sick leave. It is recognized by the employer and the Union that they both must use their best efforts to reduce absenteeism and tardiness among its members at all times. Employees can use sick days by the half day for pre-arranged doctor appointments and if you come to work sick and go home, (except payday), each case will be on an individual basis.

**Section 15.2** Sick time may be used only for health reasons, family care obligations, and other conditions that have a bearing on physical and mental welfare. Sick time may be taken for purposes of a family care obligation only for an obligation caused by a physical or mental health condition of a family member, or if care for a dependent family member is necessitated by the closure or delayed start of a care facility or school because of severe weather conditions. Sick leave and sick and accident pay shall not count towards the calculation of overtime.

**Section 15.3** Sick leave may be accumulated up to 120 days. Each Bargaining Unit employee shall, at the time of Official retirement, be entitled to one (1) day's pay for each day (8 hour day) of unused sick leave or two-thousand-five-hundred (\$2,500) dollars, whichever is less. For voluntary terminations other than retirement, bargaining unit members shall receive the same sick day reimbursement as is provided to non-represented staff members as of the date of termination. As of the effective date of this Agreement that reimbursement is as follows: If the employee is 60 years of age or above and has a minimum 10 years of service, or is at least 55 years of age and has a minimum of 25 years of service, the employee will receive a special payment based upon the amount of sick time accrued. The payment will be equal to (a) accumulated sick time multiplied by one-half of the final base pay daily rate, or (b) \$2,500, whichever is less.

A) If the University adopts the policy or practice of paying accumulated sick leave to beneficiaries upon the death of staff employees outside the Bargaining Unit, then the University will provide the same benefit to members of the Bargaining Unit.

**Section 15.4** Employees shall be entitled to short-term disability coverage on the same basis and same cost as non-represented faculty and staff.

**Section 15.5** If any employee is employed elsewhere while receiving sick leave or sick and accident benefits, it will result in dismissal, unless the employee has requested and the University is unable to provide a work assignment within his/her limitations during the period of injury.

**Section 15.6** Sick days can only be earned when an employee is in the full-time or part-time employ of the University. Employees will continue to accrue sick days when using already

accrued paid time off. Employees on sickness and accident benefits, Workers' Compensation, or unpaid leave of absence (other than Union leave as stated in Section 3.9 of this Agreement) do not earn sick leave credit for such time. The supervisor shall verify the time records.

**Section 15.7** Effective January 1, 2018 and each January 1 thereafter, for each four (4) month period during which an employee uses no sick day or unpaid leave, in whole or in part, he/she shall be entitled to one (1) Bonus Personal Holiday. For each additional four (4) month period in which the employee has no sick time usage or unpaid leave, he/she shall be entitled to one (1) additional Bonus Personal Holidays, for a total of three (3) possible Bonus Personal Holidays for each calendar year during which an employee uses no sick days or unpaid leave as follows:

<b>Four Month Period</b>	<b>Days Earned</b>	<b>Days Awarded</b>
January 1 – April 30	1	May 1
May 1 – August 31	1	September 1
September 1 – December 31	1	January 1

Employees are permitted to use one (1) prescheduled sick day during each four (4) month period without losing eligibility for the Bonus Personal Holidays, provided it is scheduled at least 14 days in advance. Proof will be required that the use of the prescheduled sick day conformed to the reasons set forth in Section 15.2. Bonus Personal Holidays must be used within six (6) months after they are awarded and must be scheduled in accordance with Section 13.2.

**Section 15.8** When an employee has exhausted sick and accident benefits, he/she may request in writing a medical leave of absence without pay. Such request shall be considered and jointly approved by the Work Group manager or director and the Manager of Labor Relations or designees. It is contemplated by the parties that such leaves typically shall not exceed six (6) months in duration for bona fide illness, accident or injury. An employee shall be returned to his/her classification and Work Group upon presentation of a doctor's certification that he is able to do so, as described in Section 15.8 (A), (B), (C). The employee shall not lose any seniority rights of recall during his/her approved medical leave until a final determination is made by a doctor that he/she is permanently and totally disabled from performing any Bargaining Unit work within a job classification at the University. No claim for sick leave or sick and accident benefits shall be allowed or established after an employee's last day worked in the event of a layoff or strike. However, if the accident or illness pre-dates the layoff or strike, then the claim for sick leave and accident benefits shall remain continuous.

A) Upon return from an approved leave of absence, including FMLA, Sick and Accident, and Workers' Compensation leaves, an employee shall be returned to his/her Work Group, Classification, location and days and hours that he/she was working at the time the leave of absence began so long as the employee returns to work within twenty-four (24) months.

B) In the event that the University posts and awards a bid for a position which is open due to an employee absence on approved leave, and the absent employee returns to work pursuant to Section 15.7 (A) above, if the University determines that a reassignment outside

the shift is to be made, the least senior employee in the classification, Work Group and shift of the returning employee will be reassigned to the different shift; if the employee who is displaced by the returning employee is not the least senior, such employee is subject to reassignment within shift. If the University determines that a reassignment outside the shift of the returning employee is not needed, the employee displaced by the returning employee will be reassigned within the Work Group and shift.

C) The University need not necessarily post a position due to an absence caused by an approved leave, including a Workers' Compensation leave, sick leave, or FMLA leave. If the University decides to post a position under such circumstances, and there are no bidders for the position, then the University shall be entitled to assign a temporary employee, assign the most junior qualified person in the Work Group, or hire from outside the Bargaining Unit.

## **ARTICLE 16 - JURY DUTY PAY**

**Section 16.1** Employees called to serve jury duty or subpoenaed as a court witness are subject to the same University policy currently in effect for its non-represented staff. Bargaining unit employees called to jury duty or subpoenaed as a court witness must notify their supervisor immediately and provide a copy of the notice or subpoena. University pay will not be reduced by the amount of jury duty or court witness pay that is received by the employee, it being agreed that the employee will report for work when court is not in session.

Any and all amendments to this policy for the University's non-represented staff shall be applicable at the same time and on the same basis to bargaining unit employees. The Union shall be notified in writing of any and all amendments to the policy.

An employee who must report for jury duty selection or jury duty, and whose scheduled shift and workday begins on or after 10:00 p.m. the previous day, shall not be required to report to work the shift prior to jury duty. Employees whose scheduled shift and workday begins before 10:00 pm shall not be required to report for work on the day of jury duty.

## **ARTICLE 17 - BEREAVEMENT PAY**

**Section 17.1** When a death occurs in an employee's immediate family, which is defined as a spouse, child, parent, step-parent, parent-in-law, brother, sister, grandparent or grandchild, such employee shall, upon request, be granted five (5) scheduled workdays off with pay within seven (7) calendar days of the death, provided the employee attends the funeral. The provisions of this Article shall not apply to ex-in-laws. One (1) working day with pay shall be granted for the death of a brother-in-law, sister-in-law, aunt, uncle, cousin, niece or nephew to attend the funeral services. The employee shall be excused for one (1) workday with pay in the event that a memorial service is announced in lieu of a funeral.

**Section 17.2** Employees shall receive funeral leave pay at his/her regular hourly straight time rate. This time must be taken within seven (7) calendar days following the death of an immediate family member as described in this Article. Leave not taken at the time of death of the family member may be taken later to settle family issues.

**Section 17.3** The employee shall, upon the request of the University, furnish proof of death and family relationship.

## **ARTICLE 18 - TERMINATION PAY**

**Section 18.1** In the case of termination of employment because of physical or mental inability to perform his/her duties or because of reduction in force with no expected recall, an employee shall receive, in addition to his/her accrued vacation credits, termination pay as follows:

- Five to ten years service: 1 weeks' pay
- Ten to fifteen years service: 2 weeks' pay
- Fifteen to twenty years service: 3 weeks' pay
- Twenty to twenty-five years service: 4 weeks' pay
- Twenty-five or more: 5 weeks' pay

In the event that an employee returns to work following receipt of termination pay, the University shall be reimbursed for the amount of termination pay via payroll deduction.

**Section 18.2** The acceptance of pay for a reduction in force with no expected recall shall terminate the employee's seniority and any recall rights.

## **ARTICLE 19 - WORK CLOTHES**

**Section 19.1** Uniforms shall be furnished at the sole cost of the University. The University shall provide protective clothing and devices where required, such as rubber gloves for cleaning commodes and washing with chemicals, and protective wearing apparel shall include rain coats, rain boots and winter coats for employees required to work outside in inclement weather. Those employees and only those employees, who as a part of their normal assignment are required to work outside shall be provided coats.

**Section 19.2** Upon completion of the probationary period, the University shall purchase three (3) uniforms for the employee. During each year of the agreement, the University shall purchase two (2) uniforms for each employee. Except for probationary employees, uniforms shall be purchased during the first (1st) quarter of each year for all Work Groups. For employees with three or more years of service, the University and the Union agree that substitutions of uniform pieces may be made so long as (1) the cost to the University is equal or less to the cost of two uniforms; or (2) the employee pays the cost of any additional items in excess of the cost of two uniforms. Employees may also purchase additional approved items from the catalogue at their own cost.

**Section 19.3** There shall be no alteration of uniforms, such as the removal of collars, cutting off sleeves to make vests, and cutting off trousers to make shorts.

## **ARTICLE 20 – EMPLOYEE BENEFITS**

**Section 20.1** Employees shall choose from among the medical insurance options made available by the University at the time of his/her hire. Eligible employees whose start date is the first working day of the month shall have medical insurance benefits effective that month. Eligible employees whose start date is after the first work day of a given month shall have medical insurance effective the first of the following month.

**Section 20.2** The University will contribute to the monthly premium cost of the employee's plan of choice on the same basis and in the same amount as it does for its non-represented faculty and staff. Employee contributions to the monthly medical insurance, vision and/or dental insurance premiums shall be made on a pre-tax basis. Employees may waive participation in University medical insurance benefits, so long as they provide written certification that they are covered by an alternative medical insurance program. Employees who waive participation in University medical insurance benefits will be paid an additional fifty dollars (\$50.00 gross amount) per month.

**Section 20.2 (a)** All employees shall be entitled to a period of open enrollment, at a time designated by the University, to change to another medical insurance option made available by the University. Unless there is an officially recognized status change, a change in medical insurance options is irrevocable until the next open enrollment period. Any medical insurance options added or deleted by the University to its non-represented faculty and staff shall be applicable and effective on the exact same basis to members of the bargaining unit. Should the University drop a medical insurance option for any reason, employees so affected shall be entitled to choose from any remaining option. In the event that the University switches carriers for a given medical insurance option, a like level of benefit(s) must be maintained. The University agrees to provide written notice of any such change to the Union.

**Section 20.2(b)** The Union is free to consider alternative medical insurance plans to those offered by the University. The University agrees to participation in an alternative medical insurance plan for its employees, provided that (a) the University is given at least sixty calendar days written notice and the Union is responsible for any special open enrollment process and (b) the University contribution to any alternative medical insurance plan shall not exceed its contribution under the provisions of Article 20. Section 20.2 above. The University agrees to cooperate with the Union by giving reasonable access to its members on campus during non-scheduled work hours to facilitate a special open enrollment.

**Section 20.2(c)** All regular bargaining unit employees shall be permitted to establish flexible spending accounts on the same basis as the University's non-represented faculty and staff.

**Section 20.3** All members of the Bargaining Unit shall continue participation in the University Long Term Disability Benefit program on the same basis as the non-represented classified staff. Any and all amendments made to the Long Term Disability Benefit program shall be applicable to the members of the Bargaining Unit on the exact same basis. To obtain a written description of the Long Term Disability Benefit program, an employee can call Labor Relations at 412-624-



4645 or access a description via the web site of the Office of Human Resources ([www.hr.pitt.edu](http://www.hr.pitt.edu)).

**Section 20.4** All members of the Bargaining Unit shall continue participation in the University Group Life and Accidental Death and Dismemberment Term Insurances and have the option to participate in the Group Dependent Life Term Insurance on the same basis as the non-represented classified staff. Any and all amendments made to the Group Life and Accidental Death and Dismemberment Insurance and the Group Dependent Life Term Insurance offered to the University's non-represented classified staff shall be applicable to the members of the Bargaining Unit on the exact same basis. To obtain a written description for the University Group Life and Accidental Death and Dismemberment Insurance and/or the Group Dependent Life Term Insurance program, an employee can call Labor Relations at 412-624-4645 or access a description via the web site of the Office of Human Resources ([www.hr.pitt.edu](http://www.hr.pitt.edu)).

**Section 20.5** All members of the Bargaining Unit who are eligible for retirement under the University's policies and procedures (see Section 21.1) shall be entitled to coverage under University-offered medical insurance benefits on the same basis as University non-represented classified staff. Any and all amendments to such medical benefits shall be applicable to the members of the Bargaining Unit on the exact same basis as for non-represented staff.

**Section 20.6** This Agreement shall reopen for the purpose of negotiating economic terms and conditions of employment if healthcare premiums increase by more than five (5) percent in any year of this Agreement or if healthcare cost-shifting is accomplished through other means such as significant increases in deductibles or coinsurance.

The Agreement shall not reopen solely as a result of (1) minor or routine plan design changes such as modest adjustments to co-pays; or (2) plan changes made solely to comply with state or federal law, including the Affordable Care Act.

For purposes of this Agreement, a significant increase in deductibles or coinsurance shall mean:

- a) Any increase to the deductible for the Panther Gold plan;
- b) An increase of \$1,500 or more to the individual deductible in any other University-offered health care plan other than Panther Gold;
- c) An increase of \$3,000 or more to the family deductible in any other University-offered health care plan other than Panther Gold; or
- d) A decrease in the amount of coinsurance available to employees in one of the University's health care plans.

Reopener negotiations shall be limited to the economic provisions of this Agreement. If the parties are unable to reach agreement, all rights and privileges of both parties shall remain intact, including the right to strike and/or lock out.

## **ARTICLE 21 – RETIREMENT PLAN**

**Section 21.1** Members of the bargaining unit who were hired prior to July 1, 2004 are eligible to retire from the University when they reach age 62. Employees hired after July 1, 2004 are eligible to retire when the following conditions are met: (1) the employee has reached the age of 62; and (2) the employee's age plus service credits for years of service with the University is equal to or greater than 85.

Regular employees in the Bargaining Unit are eligible to participate in the University's Retirement Income Plan (the Defined Contribution Plan) on the same basis as the University's non-represented faculty and staff. Any and all amendments made to these benefits shall be applicable and effective on the exact same basis to members of the Bargaining Unit. The University's Defined Benefit Plan will be closed to new entrants from this Bargaining Unit effective January 1, 2018.

The University will hold mandatory, on-the-clock meetings with all members of the Bargaining Unit to educate all employees on retirement options. This meeting will count towards satisfying the University's training obligations under Section 8.9 of this Agreement.

For the purposes of calculating contributions to the Plan, annual salary shall be calculated on the basis of the regular hourly rate times 2,080 hours. Overtime shall not be included in the calculation of annual salary.

## **ARTICLE 22 – MANAGEMENT RIGHTS**

**Section 22.1** Subject only to the limitations stated in this Agreement, the University shall have the exclusive right to manage and operate its business and operations in such a manner as it sees fit. The Union recognizes that the University is not required to meet and negotiate regarding matters of inherent management rights.

This provision shall include (but is not limited to) the right to determine the methods and means by which its operations are to be carried on, to direct the work force, to reassign employees within their classifications and Work Groups for non-arbitrary and capricious reasons, to determine the number of employees to be employed, to lay off employees in accordance with Article 7 of this Agreement, to assign and delegate work, to require observance of University rules, regulation and other policies, to determine and enforce the required levels of employee skill and performance, to discipline employees for just cause subject to Article 9 of this Agreement, and to otherwise conduct its operations in an efficient manner.

**Section 22.2** Solely in the event that an employee is to be reassigned pursuant to disciplinary action, the University shall designate the alternate assignments/positions that it considers to be appropriate for the employee under the circumstances. If another employee is to be reassigned to the position formerly held by the disciplined employee, the University shall first ask for volunteers from among the designated assignments/positions, and shall select from among such volunteers. If there are no volunteers, the University shall reassign the employee from the designated assignments/positions with the least Work Group seniority.

## **ARTICLE 23 – NO STRIKE – NO LOCKOUT**

**Section 23.1** The Union will not call, cause, assist, encourage, participate, condone, ratify or sanction nor will the employees engage in any strike, sitdown, slowdown, picketing (other than informational picketing that does not interfere with the operations of the University), boycott, stoppage or other interference with the operations of the University during the period of this Agreement.

**Section 23.2** Should a strike, slowdown, picketing, stoppage or other interference with the operations of the University occur, the University shall notify the Union. Thereupon, the Union shall, within twenty-four (24) hours:

- A) Affirm that such action by the employees is not authorized;
- B) Advise the University in writing that such action by the employees has not been called or sanctioned by the Union;
- C) Notify all Shop Stewards within twenty-four (24) hours that the Union disapproves of such action and notify the Shop Stewards to instruct employees to return to work immediately;
- D) Within forty-eight (48) hours, notify all affected employees as advised by the University.

**Section 23.3** The University shall have the right to discipline, including admonishment, suspension or discharge, any or all employees for the incitement, inducement or participation in a violation of any of the provisions in this Article.

**Section 23.4** The University agrees that it will not lock out employees during the period of this Agreement.

## **ARTICLE 24 – EQUAL OPPORTUNITY**

**Section 24.1** The University and the Union agree not to discriminate against any individual with respect to his/her hiring, compensation, or any term or condition of employment in violation of any local, state, or federal statute or regulation. No employee shall be classified or treated so that employment opportunities are limited. The use of gender nouns or pronouns in this Agreement is not intended to describe a specific employee or group of employees, but is intended to refer to all employees without regard to sex.

**Section 24.2** The parties agree to support the University's Affirmative Action Plan, as well as the University's other commitments to all regulatory agencies. The University agrees to work to reasonably attempt to provide for the opportunity for extensions, continuations or other status required without having to take a leave of absence, or by granting unpaid personal leaves of up to thirty (30) days as may be reasonable and necessary.

## **ARTICLE 25 - PROBATIONARY EMPLOYEES**

**Section 25.1** All new employees hired into the Cleaner classification shall be considered probationary employees for the first six (6) months worked. A probationary employee may be laid off or released for any reason during the first six (6) months worked. With prior written notice to the Union, the University may extend an employee's probationary period for up to an additional sixty (60) days if there are documented problems related to attendance, discipline or job performance. A probationary employee shall be hired at eighty (80%) percent of the base wage schedule set forth in Appendix A for his/her job classification. Upon successful completion of the employee's probationary period, an employee's base wage shall be increased to ninety (90%) percent of the base wage schedule set forth in Appendix A for his/her job classification.

Upon completion of one (1) calendar year, an employee's base wage shall be increased to one hundred (100%) percent of the base wage schedule set forth in Appendix A for his/her job classification.

**Section 25.2** Sick days cannot be taken until an employee has successfully completed the probationary period. Vacation days cannot be taken until after successful completion of one year.

## **ARTICLE 26 - NO REQUIREMENTS FOR LIE DETECTOR TESTS**

**Section 26.1** The University agrees not to require any employee to take any lie detector tests under any circumstances or for any reason whatsoever.

## **ARTICLE 27 - CASES OF EMERGENCY**

**Section 27.1** It is also agreed that in the case of emergency, such as flood, fire, epidemic or other unforeseen major contingency, the non-economic terms of this Agreement shall not be deemed to apply in connection with measures deemed necessary by the University for the care and protection of students, the equipment and the buildings of the University.



## **ARTICLE 28 - SEPARABILITY AND SAVINGS CLAUSE**

**Section 28.1** Should any Article, Section, or any portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision.

**Section 28.2** Should Section 28.1 of this Article become applicable, either the University or the Union may by written notice to the other request immediate negotiations for the purpose of seeking mutual agreement on a satisfactory replacement for such Article or Section held invalid. There shall be no time limitation on such notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions of the Agreement to the contrary.

## **ARTICLE 29 - GENERAL PROVISIONS**

**Section 29.1** Student Workers: The University may employ student workers. No student worker shall perform bargaining unit work more than twenty (20) hours a week while attending classes as a full time student, and may not perform bargaining unit work as long as any regular bargaining unit employee capable of performing the work is on layoff.

Student workers shall be scheduled at times designated by the University, in conjunction with the schedules of Bargaining Unit members, or without regard to the scheduled days and hours of Bargaining Unit members, to accommodate the students' academic schedule. Student workers shall be assigned duties as in the past.

Student workers shall be used in the same manner as in the past. It is recognized that each Work Group may have used Student workers in the past, in a manner different than Student workers had been used in one, or any, of the other Workgroups. However, any given Work Group shall be entitled to use Student workers in the same manner as they are used in any other Work Group elsewhere in the Bargaining Unit.

The use of Student workers in any manner as in the past shall not constitute a violation of any Article or provision of this Agreement.

**Section 29.2** Any employee in Work Group 6 may be designated to carry a beeper. This employee shall be the designated contact in the event of a user emergency. The designated employee shall be selected by the supervisor. There shall be no additional compensation to carry a beeper.

**Section 29.3** All employees shall be given a written description of the job assignment for which they are responsible, including the cleaning or other specific tasks to be performed in each room or area to which the employee is assigned, and the frequency thereof. It is understood by both parties that work assignments may change. In such cases, the University shall reduce to writing the new work assignments and train the employees to be able to complete these assignments in an efficient and safe manner. By August 6, 2018, the University will provide an updated job assignment to all current bargaining unit employees.

## **ARTICLE 30 - EDUCATION BENEFITS**

**Section 30.1** Educational benefits for Bargaining Unit employees shall be the same as those available to the University's non-represented faculty and staff as described in *Policy 07-11-01, Policy 07-11-02, Policy 09-03-01 and Policy 09-05-16*. Any and all amendments made to these benefits for the University's non-represented faculty and staff shall be applicable and effective on the exact same basis to members of the Bargaining Unit.

Consistent with the University policy for education benefits, neither the spouse nor the dependent child(ren) of a regular part-time employee is(are) eligible for education benefits.

## **ARTICLE 31 - LABOR/MANAGEMENT COMMITTEE**

**Section 31.1** By mutual agreement, the University and the Union shall provide for a Labor Management Committee for any or all Work Group(s) as specified in Appendix A of the Agreement. Employee participation on such committee(s) shall be voluntary. The Committee shall meet during the normal business hours applicable to a given Work Group. Employees shall be paid their normal hourly rate while engaged in Committee business.

**Section 31.2** The purpose of the Committee will be to further understanding and cooperation between the parties, with the express purpose of improving the daily work environment. The Committee shall be a permanent Committee. The University shall be represented by the managers or supervisors assigned by the appropriate University Officials. Other members of management and Union representatives may attend scheduled meetings as necessary. The Union and the University shall agree upon an equal number of union and management representatives from each Work Group.

**Section 31.3** It shall be the function of the Committee to discuss and exchange points of view on matters of common interest which either party believes will contribute to improvement in the relations between them, within the framework of the Agreement.

**Section 31.4** It is understood that the grievances of individual employees shall not be subject to discussion at these meetings. Further, the meetings shall not be for any other purposes which will modify, add, or detract from the provisions of this Agreement. More than four (4) meetings of the Committee may be scheduled as the need arises upon the request of either party at times mutually agreed upon.

**Section 31.5** The University and the Union agree to exchange an agenda of topics to be discussed at least five (5) working days in advance of the date set for the meeting. If unusual circumstances or timeliness of events do not allow for inclusion of discussion items on the agenda submitted for the meeting, the University or the Union may present those items at future meetings. The University or the Union may present off-the-agenda items, which shall be discussed at the meeting by mutual agreement. Off-the-agenda items may also be tabled for inclusion on future agendas, if there are time constraints or other problems which prevent discussion of off-the-agenda items.

## **ARTICLE 32 –TRAINING**

**Section 32.1.** There shall be established a Labor – Management Subcommittee (JLMC) on training within each Workgroup. The JLMC will meet a minimum of two times each year. Unless otherwise agreed upon by the parties, Committee meetings shall be limited to two hours.

The JLMC shall:

- identify training needs for both new and incumbent workers;
- identify and clearly articulate University standards for cleaning and other jobs;
- develop training curricula for both new hires and incumbent workers;
- monitor and evaluate progress on training, including development of appropriate metrics to determine whether the University is meeting its obligations under this Article;
- respond to specific training needs within particular Workgroups.

The parties agree that all active employees shall be offered a minimum of 20 hours of employer-paid training each year of this Agreement during normal working hours. New hires and transfers shall receive a minimum of 40 hours of employer-paid training during their first year of employment. The parties agree that if using 3rd party vendors to conduct training, any associated costs or fees will be borne by the University.

**Section 32.2.** Elements of the training program may include:

A) Mandatory new hire orientation and training of incumbent employees, which shall be tailored as appropriate to each work group and may include training in areas such as:

1. Custodial service standards
2. Use and maintenance of Tools & Equipment
3. Custodial Chemicals (including green cleaning) and understanding MSDS sheets
4. Floors (hard surface, carpeted area)
5. Restrooms, offices, and laboratories
6. Emergency response
7. Managing work load
8. Customer Service & Conflict Management
9. OSHA & Safety awareness

B) Lead Cleaner training, which would include more advanced training for experienced cleaners interested in taking on leadership responsibility within the workplace.

1. Orient and train new employees to duties, work areas, schedules.
2. Assist supervisor
3. Maintain equipment & supply rooms (responsibility of Supply Clerks in Workgroup)
4. Organize & oversee employees' daily cleaning tasks
5. Communicate with students and staff

C) Access to other campus-wide training opportunities, including CPR/AED certification, health and safety, use of benefits, or other issues as may be available or appropriate, on personal time unless organized and performed by Workgroup.

D) Cross-training, so that interested cleaners can attain the skills necessary to bid into other positions such as grounds, mechanics and movers/receivers.

E) On-site skill assessment and development as needed in targeted buildings or with specific individuals, perhaps in response to performance concerns, disciplinary issues, or client need.

F) Train-the-trainer curricula, which shall prepare bargaining unit members to train new hires or incumbent employees any of the elements of this program. Bargaining unit trainers may be trained to function as training coordinators within their buildings or zones and conduct remedial training with individual employees when necessary. Bargaining Unit trainers shall receive a pay differential of \$0.50 per hour for all approved time spent training other employees unless training is a part of an employee's normal and customary job duties.

**Section 32.3** The University shall make a good faith effort to meet the training obligations under this Agreement according to the guidelines set forth in Article 32, and metrics established by the JLMC. However, the parties agree that the University shall not be held responsible for extraneous operational and/or personnel barriers to employee training outside of its control. The University shall bring forward such challenges for discussion with the JLMC.

**Section 32.4** The training components agreed to by the Training Subcommittee will be taught in both a hands-on environment and via classroom or video demonstrations. Wherever possible, the University will prioritize hands-on training. Biannually in the months of January and July, the University shall provide the Union with the following information with respect to the training completed within each Work Group over the prior six months:

- The dates, times and attendance of all training classes conducted;
- The dates, times and subject matter of all training classes conducted for new hires and transfers, as well as all of the names of workers trained in each topic.

**Section 32.5** The Union reserves its right to grieve and/or arbitrate whether the University has met its training obligations under this Agreement. In the event an arbitrator determines that the University has not met its obligations under Sections 32.1 or 32.2 herein, s/he shall order, but not limited to such order, as a remedy that the University become a participating employer in the Union's Thomas Shortman Training Fund ("Fund") and make all necessary monthly contributions thereto as determined by the Fund. The employer agree that if this is the remedy ordered, it shall become a participating employer and adopt the trust agreement if the fund and make contributions on behalf of all employees at \$14.13 per month.

## **ARTICLE 33 - DRUG FREE WORKPLACE**

**Section 33.1** The University of Pittsburgh is committed to the maintenance of a drug-free workplace. Under the Drug-Free Workplace Act of 1988, the University has established a policy and published a statement which prohibits the unlawful manufacture, dispensation, possession, distribution and use of controlled substances in the workplace. A University employee paid from any federally funded grants or contracts must abide by the aforementioned University Statement, and notify the University through his/her supervisor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Violation of this policy will result in disciplinary action within thirty (30) days, including but not limited to a warning, written reprimand, suspension, dismissal, and/or mandatory participation and successful completion of a drug abuse assistance or rehabilitation program provided by an appropriate health or law enforcement agency.

**Section 33.2** It is recognized that there may be employees who are affected by a chemical dependency. Employees who self identify as having a chemical dependency shall not be subject to disciplinary action, except as prescribed in this Article for failure to comply with the express provisions of this chemical dependency policy. Having self-identified, the employee shall seek evaluation of his/her chemical dependency problem by an appropriate individual at a facility, approved by the University's insurance carriers. Referrals by the employee's personal physician must be consistent with the medical insurance plan in which the employee is enrolled. The employee shall provide the attending physician, counselor, or approved facility with a written release for non-medical information related to treatment to be provided to the University. Failure to provide such a release shall be grounds for dismissal. The University shall provide the employee with a leave of absence consistent with the treatment plan recommended for the employee, if in-patient treatment is recommended. Should the employee be recommended for out-patient treatment only, reasonable accommodations will be made with regard to the employee's regular schedule. In all cases, the employee shall provide written proof of attendance at any group or individual counseling or meetings as recommended for his/her treatment plan to the University's Manager of Labor Relations. Employees who do not adhere to the treatment plan shall be subject to dismissal. Once the employee has completed his/her treatment plan, he/she is subject only to the other provisions of this Labor Agreement, as any other employee. Records regarding treatment shall be available on a "need to know basis" only.

## **ARTICLE 34 - SUBSTANCE ABUSE**

**Section 34.1** The parties have negotiated a Substance Abuse testing policy based upon reasonable suspicion.

**Section 34.2** Reasonable suspicion shall be defined as the observation of a Bargaining Unit employee in specific instances, who reasonably appears to be incapable of performing his/her required duties, or said Bargaining Unit employee has exhibited unusual work performance measures and/or behavioral traits.



## **ARTICLE 35 - FACULTY AND STAFF ASSISTANCE PROGRAM**

**Section 35.1** The University has implemented a Faculty and Staff Assistance Program (FSAP) for all regular University employees. The FSAP provides comprehensive and confidential services for employees with either personal or work related problems.

Employees are free to call the FSAP for a confidential consultation and/or appointment at 647-3EAP (647-3327) or toll free at 1-800-647-3327. Telephones are answered twenty-four (24) hours a day. Appointments may be made available before or after work hours at a confidential location in the Oakland area. You must state that you are requesting University FSAP services.

Below are examples, but not an inclusive list, of problems addressed by the FSAP.

### **PERSONAL PROBLEMS**

Problems in marriage  
Stress  
Family Violence  
Depression  
Financial difficulties  
Drug and Alcohol problems  
Grief and bereavement  
Family problems  
Difficulty in making adjustments  
Eldercare services  
Childcare referrals  
Parenting issues

### **PROBLEMS AT WORK**

Adjusting to a new job  
Impact of reductions or transitions  
Career adjustments or change  
Communication with co-workers  
Resolving conflicts with co-workers  
Family problems  
Improving relationships with supervisors  
Increasing job satisfaction

## **ARTICLE 36 - CONTRACTING BARGAINING UNIT WORK**

**Section 36.1** The parties agree that the University may not contract out Bargaining Unit work so long as there are Bargaining Unit members on layoff. It is agreed that any layoff that occurs as a result of an employee returning from a disability, illness or workers' compensation leave where the University has filled that position with a regular employee will not be considered a layoff for the purposes of this Section. The University shall not contract out Bargaining Unit work if the direct result of such contracting of work is to reduce the number of employees in the Bargaining Unit at the time of contracting work.

In the event the University decides to contract out Bargaining Unit work, it shall notify the Union, in writing, that a Request for Proposal has been made to contract out work by the director of the Work Group where the work is to be performed. The Union shall then be free, for a reasonable period of time, not to exceed thirty (30) days, to offer alternative means of performing the work to the Work Group director and the Manager of Labor Relations. If a means of performing the work satisfactory to the University cannot be agreed upon by the University and the Union after good faith discussion, the University shall have the right to contract out the work without further notice.

The University shall not contract out any Bargaining Unit work for the sole purpose of avoiding overtime payments.

## **ARTICLE 37 - EMPLOYEE/MANAGEMENT SAFETY COMMITTEE**

**Section 37.1** The Union Business Representative shall notify the Manager of Labor Relations by letter thirty (30) days following the execution of this Agreement which, if any, Work Groups wish to form a joint Safety Committee. Work Group Safety Committees shall hold the first meeting within thirty (30) calendar days of written notice by the Union. There shall be no effect on current Safety Committees or informal efforts addressing safety which currently exist in the various Work Groups.

Work Group management personnel and the Manager of Labor Relations shall meet with the Union Business Representative to determine the composition of the Work Group Safety Committee.

The University and the Union Safety Committee representatives shall meet at least quarterly on matters of common concern regarding workplace safety. Either party may request specific issues or topics be discussed at a given meeting, as well as request special meetings. Such requests for special meetings shall not unreasonably be denied.

In cases where the University is required to provide proof of attendance at Safety meetings or training to a regulatory agency, employees shall not refuse to sign an appropriately labeled and identified attendance roster.

**Section 37.2** The University shall continue to provide notice to employees of the availability of Hepatitis B vaccine.

**Section 37.3** The University will maintain a workplace in compliance with applicable health and safety laws. Reasonable effort will be made to notify employees in advance of job assignments where there is a known safety concern. Appropriate equipment and procedures will be utilized where required for such assignments. In all cases, questions regarding safety may be referred to the Environmental Health and Safety Office.

## **ARTICLE 38 - FAMILY AND MEDICAL LEAVE ACT**

**Section 38.1** *University Policy 07-07-02*, Family and Medical Leave Act, shall be applicable to all members of the Bargaining Unit. Additionally, to the extent that Accident and Sick benefits are approved by the insurance carrier, such paid leave shall reduce the employee's entitlement to Family and Medical Leave. As long as the employee complies with all the provisions of the policy, including his or her return to work, seniority shall not be broken. Upon return from an FMLA leave, an employee shall be returned to his/her Work Group, classification, location and days and hours that he/she was working at the time the leave of absence began upon presentation of a physician's certification that he/she is able to do so. Amendments to the policy shall be applicable to the employees in the Bargaining Unit. To obtain a copy of University Policy 07-07-02, an employee can call Labor Relations at 412-624-4645.

## **ARTICLE 39 - BACKGROUND CHECK**

**Section 39.1** All job postings for Bargaining Unit positions shall include a requirement for a criminal background check for convictions more serious than a misdemeanor as a qualification for any and all job bids. The University shall evaluate any criminal convictions for its relevancy to the position, as a possible disqualification for the position. Determination for suitability of a given bidder for a given position shall be based upon the provisions of the Criminal History Records Information Act, and the applicable provisions of the Labor Agreement.

## **ARTICLE 40 – BULLETIN BOARDS**

**Section 40.1** The University agrees that there shall be bulletin boards for various work locations for the purpose of informing employees of Union meetings, function, elections and other affairs of the Union. The University shall determine the location of such bulletin boards, which must be reasonable in number and location for providing information as set forth above.

## **ARTICLE 41 – TRAINING FUND**

**Section 41** The University agrees to reimburse members of the bargaining unit for the cost of attending training offered by the International Union of Operating Engineers, Local 95 or to pay directly for such training if billed by Local 95. However, the total annual cost to the University for such training shall not exceed two cents per hour worked for all hours work by members of the bargaining unit during that year.

## **ARTICLE 42 – LEGAL FUND**

**Section 42.1** For the duration of this Agreement and any extension thereof, the University shall make contributions to the “Building Service 32BJ Legal Services Fund” (“Legal Fund”) to provide employees who have completed 90 days of employment under this Agreement with such benefits as may be determined by the Trustees. The rate of contribution to the Legal Fund shall be \$16.63 per month for each employee. Contributions are not required on behalf of employees on layoff or leave of absence.



**ARTICLE 43 - TERM OF CONTRACT**

**Section 41.1** This Agreement shall become effective January 1, 2018, and shall continue in full force and effect until midnight, December 31, 2020. Sixty (60) days prior to December 31, 2020, either party may in writing notify the other of its desire to continue, modify or terminate this Agreement. Within thirty (30) days following such notice, the parties shall meet for the purpose of negotiating the matters involved in the aforesaid notice.

**IN WITNESS WHEREOF**, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**FOR THE UNIVERSITY**

Gregory A. Scott  
Senior Vice Chancellor of Business & Operations

**FOR THE UNION**

Sam Williamson  
SEIU, Local 32BJ

**APPENDIX A:  
WAGE SCHEDULE**

<b>Workgroup 1</b>				
<i>School buildings and Adjacent Grounds</i>				
	2017	1/1/2018	1/1/2019	1/1/2020
Cleaner	\$17.42	\$17.82	\$18.02	\$18.42
Certified Pool Operator	\$19.40	\$19.80	\$20.00	\$20.40

<b>Workgroup 2</b>				
<i>Stadium and University Grounds</i>				
	2017	1/1/2018	1/1/2019	1/1/2020
Groundskeeper I	\$19.63	\$20.03	\$20.23	\$20.63
Groundskeeper II	\$20.29	\$20.69	\$20.89	\$21.29
Crewleader	\$20.29	\$20.69	\$20.89	\$21.29

<b>Workgroup 3</b>				
<i>Residence Halls, Holland University Store, and Brackenridge Pitt Shop</i>				
	2017	1/1/2018	1/1/2019	1/1/2020
Cleaner	\$17.42	\$17.82	\$18.02	\$18.42
Storekeeper/ Receiver	\$18.38	\$18.78	\$18.98	\$19.38

<b>Workgroup 4</b>				
<i>Parking and Transportation Department</i>				
	2017	1/1/2018	1/1/2019	1/1/2020
Receiver (Warehouse I)	\$18.53	\$18.93	\$19.13	\$19.53
Eliminate Warehouse II	\$18.73	\$19.13	\$19.33	\$19.73
Mover (Warehouse III)	\$18.91	\$19.31	\$19.51	\$19.91
Head Mover	\$19.38	\$19.78	\$19.98	\$20.38

<b>Workgroup 6</b>				
<i>Scaife Hall, Biomedical Science Tower, Medical Research Facility</i>				
	2017	1/1/2018	1/1/2019	1/1/2020
Cleaner	\$17.42	\$17.82	\$18.02	\$18.42
Autoclave Operator	\$20.11	\$20.51	\$20.71	\$21.11
Supply Clerk	\$20.11	\$20.51	\$20.71	\$21.11

Wage increases shall be effective on the designated dates for employees who are on the active payroll on the designated date. An employee who is on an approved leave of absence at the time of ratification, including sick leave, unpaid leave of absence, layoff, Workers' Compensation, leave for which the employee is receiving sick and accident benefits or long-

term disability, will receive the applicable wage increase, if any, upon the employee's return to work.

All members of the bargaining unit shall receive a \$300 bonus with the first pay of January 2019.