

A G R E E M E N T

Between

DUQUESNE UNIVERSITY OF THE HOLY SPIRIT

Pittsburgh, Pennsylvania

A N D

SERVICE EMPLOYEES INTERNATIONAL UNION,

Local No. 32BJ

2023 - 2027

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AGREEMENT

THIS AGREEMENT is entered into this October 15, 2023, between DUQUESNE UNIVERSITY OF THE HOLY SPIRIT Pittsburgh, Pennsylvania (hereinafter designated as "Duquesne") its successors or assigns, and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 32BJ, (hereinafter designated as the "Union") in consideration of the mutual promises as hereinafter set forth and in the mutual interest and desire to promote harmonious relations between Duquesne and the Union, with a view of securing mutual objectives and averting disputes, to establish a prompt and equitable procedure for resolving differences, and to establish standard rates of pay, hours of work, and other conditions under which members of the Union shall work for Duquesne during the term of this Agreement, it is agreed by and between the parties as follows:

I. RECOGNITION

Duquesne hereby recognizes and acknowledges the Union as the sole and exclusive bargaining representative of all employees working in the various classifications and various departments in the operation and maintenance of all school and administration buildings, student housing facilities, athletic facilities, plants and adjacent grounds owned and operated by Duquesne. These departments include: (a) Facilities Management (includes Housekeeping, Building Operations, Grounds, and Receiving and Mail Services) and (b) Parking. This provision shall apply to all present and subsequently acquired building facilities and grounds by Duquesne that are used for school purposes. It shall not apply to buildings and/or grounds acquired for investment purposes.

II. UNION SECURITY

A. Duquesne agrees that in the job classifications, as set forth in Exhibit A-1, it will employ and continue in its employment only members of Local No. 32BJ, and when additional employees or replacements are needed in these classifications, Duquesne shall call upon the Union and give it first opportunity to furnish qualified employees. Duquesne reserves the right to determine at the time of hiring the most acceptable and satisfactory candidates for the positions to be filled. It shall be a condition of employment that all employees covered by this Agreement shall become and remain members in the Union on the thirty-first (31st) day following their employment, or the effective date of this

Agreement, whichever is later. The requirement of membership hereunder is satisfied by the payment of the financial obligations of the Union's initiation fee and periodic dues uniformly imposed. Duquesne will continue to employ students on a temporary or part-time basis in accordance with past practice; however, employment of students shall not cause the discharge or lay-off of any regular employees.

B. Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting an employee's discharge because he or she has not met the requirements of this Section, the employee shall be discharged within fifteen (15) days of the letter if prior thereto the employee does not take proper steps to meet the requirements. [[If the Employer questions the propriety of the discharge, the Employer shall immediately submit the matter to the arbitrator. If the arbitrator determines that the employee has not complied with the requirements of this Section, the employee shall be discharged within ten (10) days after written notice of the determination has been given to the Employer.]]

C. The Employer agrees to deduct the Union's monthly dues, agency fees, initiation fees and American Dream Fund (ADF) contributions from the pay of each employee from whom it receives written authorization, and will continue to make such deductions while the authorization remains in effect. The University shall maintain accurate employee information and transmit dues, initiation fees and all legal assessments deducted from employees' paychecks to the Union electronically via ACH utilizing the 32BJ self-service portal, unless the Union directs in writing that dues be remitted by means other than electronic transmittals.

D. Monthly dues and agency fee deductions will be made from the pay for the first full pay period worked by each 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 Section shall be forwarded to the Union not later than the twentieth (20th) day of each month. If the Employer fails to remit to the Union the dues or other monies deducted by the twentieth (20th) day, the Employer shall pay interest on such dues or other monies at the rate of one (1) percent per month beginning on the twenty-first (21st) day, unless the Employer can demonstrate the delay was for good cause due to circumstances beyond its control. The Union will notify Management if dues are not timely received.

E. If an employee does not revoke his or her dues authorization at the end of a year following the date of authorization, or at the end of the current contract, whichever

is earlier, it shall be deemed a renewal of authorization, irrevocable for another year, or until the expiration of the next succeeding contract, whichever is earlier.

F. A part-time employee is any employee whose regular schedule calls for less than forty (40) hours of work per week. Regular part-time employees shall acquire job classification and university seniority. University seniority shall be defined as the amount of time employed in a position covered by this Agreement. Part-time employees hired prior to July 1, 2012, shall only be eligible for vacation days.

At such time that a part-time employee becomes full-time by virtue of a change in the regular schedule or the successful award of a bid, they will automatically be eligible for all fringe benefits. The employee's date of hire at Duquesne University will be used to calculate vacation and sick leave entitlements under the terms specified in Articles VIII and X respectively. (If the Paid Time Off Benefit is implemented, refer to Exhibit "B".)

G. Newly hired employees shall have no seniority for the first one hundred eighty (180) calendar days of their employment, but if the employee's employment is continued beyond the one hundred eighty (180) days, his/her University seniority shall date back to the date on which he/she was hired. During this one hundred eighty (180) day period the employee is a probationary employee and, during said period, discharge may be made by Duquesne without being subject to the grievance procedure. It is understood that the specified number of days in the probationary period shall not include days of absence from work, exclusive of regularly scheduled days off. A probationary employee will accrue sick days and vacation days during the probationary period; these will be included in their annual entitlement. (Part-time probationary employees will accrue vacation days.) A probationary full-time employee will be covered by health care benefits effective the first of the month following sixty (60) calendar days, and other fringe benefits, including holidays after ninety (90) calendar days.

H. Summer Employees - The University retains the right to hire Summer Employees to supplement the work force for a period of one hundred forty (140) consecutive calendar days, commencing with the first Monday in April each year. Summer employees will receive 80% of the appropriate rate of pay for the classification for which they are hired. Summer employees, who have successfully completed the summer assignment (receive a satisfactory performance evaluation) and are rehired and return for additional summer assignments, will be given credit for time worked in the classification and progression in the graduated wage rates if hired as a Parking Attendant I or Heavy Cleaner I. Individuals hired into other classifications covered by this contract

will be paid at 100% of the classification wage rate in the second summer worked. Regular employees, who are upgraded to Summer positions, will be given performance evaluations during the Summer. Regular employees, who are upgraded for the Summer Period, will be permitted to use up to five days vacation during the period.

Summer employees, retained at the end of this one hundred forty (140) day period, or those recalled from layoff within 30 days of the end of the one hundred forty (140) day period, will have this time count towards the one hundred eighty (180) day probationary period. They will immediately be eligible for benefits. Upon completion of the one hundred eighty (180) day period, they will attain University seniority dating back to their original hire date.

Dues will not be deducted until summer employees work beyond the one hundred forty (140) days.

I. Student Employees. The University's use of student employees will not displace 32BJ members.

III. JOB CLASSIFICATION AND WAGE RATES

A. During the term of this Agreement, for all classifications and years of service, hourly wage rates will increase by the same percentage amount, on the same effective date, as is implemented for a general wage/salary increase, if any, for all non-represented full-time employees of the University. Bargaining unit employees shall also receive any one-time payment that is made to all non-represented, full-time employees on the same basis and under the same conditions as such payment, if any, is made to non-represented employees.

In addition, it is agreed that minimum percentage increases shall be as follows:

January 2024 – “me too” but no less than 8.00%

January 2025 – “me too” but no less than 2.75%

January 2026 – “me too” but no less than 2.75%

January 2027 – “me too” but no less than 2.75%.

All employees will receive a one-time payment as soon as practicable after ratification of this Agreement, equal to 4% of annual base salary (applicable rate x 2080 for full-time employees).

The new hire rates for Heavy Cleaner and Parking Attendant shall be 90% of the full-time rate (to the nearest cent) or the University's full-time minimum wage, whichever

is higher. Upon completion of six (6) months, the hourly rate will be adjusted to the full contractual rate.

B. Present employees currently receiving wages higher than the wage rates set forth in this Agreement for superior knowledge or ability, or for any other reason, shall continue to receive such higher rates during the term of this Agreement, unless their employment is terminated. New employees or replacements in such jobs will be paid only the wage rates set forth in this Agreement for such job classification.

C. The duties to be performed by employees in the various classifications as well as the class titles shall continue as in the past. Standard descriptions of duties, as well as requirements and qualifications, have been prepared by Duquesne for each classification set forth in Exhibit "A-1" and have been submitted to the Union for their comments and suggestions.

D. It is understood that employees who are assigned to work in the HEAVY CLEANER II position will be required to perform in addition to the duties of a HEAVY CLEANER I, the special duties of snow shoveling, changing light bulbs, work from extension or A-Frame ladders in excess of six-feet, heavy furniture moves and heavy set-ups in the Duquesne Union, A. J. Palumbo Center, and other locations. Ability to perform ALL of these duties is a requirement of this position and employees incapable of performing all of these duties will be reclassified and shall attain Heavy Cleaner I classification seniority on the basis of their University seniority to formerly held positions.

E. Any Heavy Cleaner I with six (6) or more months of service may request reclassification into the Heavy Cleaner II job classification at any time. Upon demonstration of his/her ability to perform the additional duties enumerated in Article III, Section D, s/he shall be immediately reclassified as a Heavy Cleaner II. Such demonstration shall be scheduled as soon as possible after the request is made and shall be done in the presence of a shop steward, if such presence is requested by the member. It is understood and agreed that there will be differing duties in the work assigned to different Heavy Cleaner II employees due to varying operational conditions, building characteristics, and the amount of needed Heavy Cleaner II duties available to be assigned, and that absent other facts, such differences will not be considered grounds to file a grievance.

F. Any employee who is temporarily assigned to work in a higher job classification shall receive the rate of pay for such higher job classification for the hours

he/she so works. If an employee is temporarily assigned to work in a lower job classification, he/she shall nevertheless be paid his/her regular hourly rate of pay.

G. All salaries and wages shall be paid bi-weekly on such dates as shall be designated by Duquesne.

H. In the event Duquesne introduces new job classifications, the wage rates of such new jobs shall be subject to negotiations between the parties. If the parties cannot agree, the matter will be submitted to binding arbitration.

I. If substantial changes are made in the regular job duties and requirements of any job, either the Union or Duquesne 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.

IV. MANAGEMENT RIGHTS

Duquesne is empowered to direct the work force and to hire as well as to suspend or discharge any employee, provided there is just cause for the suspension or discharge. Without limiting the foregoing rights and, in recognition of the special responsibilities of Duquesne to the youth of the community, dishonesty, intoxication, use or sale of illegal drugs and immoral conduct shall be deemed sufficient cause for dismissal. The Union recognizes the right of Duquesne to manage, operate and control its operations and policies in such a manner as it sees fit including, but not limited to, the right to determine the methods and means by which its operations and policies are to be carried on so long as these policies do not modify, change, or conflict with any specific provision of this Agreement.

V. HOURS OF WORK

A. The regular work schedule shall be so arranged by Duquesne that no employee shall be scheduled to work more than eight (8) hours in any given day.

B. There shall be no spreading of working hours, the day's work to consist of the agreed upon number of hours, to be worked continuously with the exception of lunch periods.

C. All employees shall be entitled to a thirty (30) minute paid lunch period but will no longer be entitled to two fifteen (15) minute paid relief periods.

D. Employees shall be scheduled on a five (5) consecutive day week basis, as reflected on the job bid's default schedule. However, the regular schedule may be waived

by the employee so that the days off need not be consecutive. Duquesne shall have the right in each instance to fix schedules; however, schedules shall not be changed for the purpose of avoiding overtime. Any changes to employees' default schedules shall follow the following guidelines:

- i. For temporary schedule changes, employees will receive as much notice as possible, but no fewer than two (2) weeks' notice.
- ii. Before making temporary schedule changes, the University will communicate to employees both the duration of the temporary change, up to a maximum of three (3) months, and the reason therefore.
- iii. Employees requesting a temporary schedule change shall also provide as much notice as possible and communicate the duration of the requested temporary change and the reason therefore.
- iv. Permanent schedule changes will result in the position being re-bid. If an insufficient number of employees bid on the new shift, employees whose shifts were changed may utilize their classification seniority to remain on their existing shift or bump the least senior employee on any other shift within their classification. Such bumped employees may in turn utilize classification seniority to bump the least senior person on another shift within their classification until all jobs are filled.
- v. This section shall not be used to avoid posting temporary vacancies due to long-term employee absences in accordance with Article XVII, Section P.

Employees required to work six (6) consecutive days shall receive time and one-half (1-1/2) for all hours worked on the sixth (6th) day, and employees required to work seven (7) consecutive days shall receive double time for all hours worked on the seventh (7th) day in a work week defined as the University's standard work week, which is the 168 hour period that begins at 12:01 a.m. Monday and ends at 12:00 midnight on the following Sunday. This shall not apply in emergency situations as defined under XVII - J of this agreement. All employees who work two consecutive shifts will receive overtime at the appropriate rate for the second shift.

The University agrees to post schedules one week in advance in the Facilities Management Department (two weeks if the schedule includes an involuntary change), and two weeks in advance in the Parking Department. However, changes may be made based on business needs in accordance with the guidelines above.

There is no guarantee of hours or specific schedules for part-time employees. Part-time employees will be paid overtime for all time worked over eight (8) hours in a day or forty (40) hours in a workweek. Part-time employees are not eligible for overtime pay on the sixth (6th) or seventh (7th) day unless the employee works over eight (8) hours in a day or forty (40) hours in a week.

E. The normal work week shall consist of forty (40) hours of work, and time and one-half (1-1/2) shall be paid for all hours worked in excess of forty (40) hours per week or eight (8) hours in one day. There shall be no pyramiding of overtime hours. For determining the forty (40) hour work week for overtime purposes, vacation pay, holiday pay, holiday comp time, jury duty, paid personal days and bereavement pay will be considered hours worked.

F. Employees, called from their homes to work overtime, shall receive pay for not less than four (4) hours work. This shall not be construed as a guarantee of the amount of overtime pay when called out before the scheduled work day or retained after the regular work day for overtime work.

G. Overtime opportunities within the Grounds Work Group will be offered to employees within the Work Group in accordance with University seniority, not on a rotating basis. If an insufficient number of employees accept an overtime assignment, it may be mandated in inverse seniority order to employees within the Work Group.

H. Overtime opportunities within the Building Operations Work Group will be offered to employees within the Work Group in accordance with University seniority, not on a rotating basis. If an insufficient number of employees accept an overtime assignment, it may be mandated in inverse seniority order to employees within the Work Group.

I. Overtime or additional work opportunities within the Parking Work Group will be offered to employees within the Work Group in accordance with University Seniority, not on a rotating basis. If an insufficient number of employees accept an overtime assignment, it may be mandated in inverse seniority order to employees within the Work Group on a rotating basis.

J. Overtime opportunities in the Receiving and Mail Services Work Groups will be offered to employees within the Work Group in accordance with University seniority on a rotating basis. If an insufficient number of employees accept an overtime assignment, it may be mandated in inverse seniority order to employees within the Work Group.

K. For the Housekeeping Work Group, employees desiring to work overtime will be listed on an “Available for Overtime List,” and assigned overtime on a rotating basis based on University seniority within the Work Group. Only one “Available for Overtime List” will exist. The “Available for Overtime List” will be posted in July and updated in November and March.

The purpose for adding opportunity for the employees to sign up on the “Available for Overtime List” is to allow them greater flexibility in when they may or may not desire to work overtime. This time will also be used to review the lists with the shop stewards. The intent of the parties is to spread out the overtime allocation to equalize the distribution.

Overtime will be assigned as follows:

1. Overtime needed for special events such as weddings and dinners or to complete major campus-wide tasks will be posted campus-wide provided the need is known at least seven (7) days in advance and the overtime shift is at least four (4) hours long. Such overtime will be assigned using the “Available for Overtime List” in order of University seniority. Management reserves the right to determine the type of employee in each job classification needed to perform the job.
2. Overtime shifts of fewer than four (4) hours and overtime needed for specific cleaning tasks, including pre-planned shift extension overtime, will be assigned on a rotating basis based on University seniority to employees who are currently assigned to the building. Seniority will not be the determining factor for these assignments. If the requirements are not fulfilled, then the “Available for Overtime List” will be used. Management reserves the right to determine the types of job classification needed to perform the work.
3. Employees who decline overtime assignments will be considered as working the assignment for rotational purposes.
4. Opportunities for cross training will be offered no less than the number of times the “Available for Overtime List” is updated.

L. Grounds crew employees called from their homes to respond to snow emergencies shall receive pay for not less than two (2) hours work. This shall not be

construed as a guarantee of the amount of overtime pay when called out before the scheduled work day or retained after the regular work day for overtime work.

M. In situations involving employees under the direction of the Grounds Supervisor, who are given prior notice that they will be called out before the scheduled work day for snow removal, they shall be permitted to extend their shift for up to four (4) hours for overtime pay. If the employee volunteers to go home prior to completing the 12 hours, said employee shall be paid for time worked. If no prior notice is given, said employee shall be paid 1 ½ times the rate of pay for all hours worked before the regularly scheduled shift.

N. A shift differential of 5%, will apply to hours worked on the off-shifts of 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m. It is understood that variations of these shift hours be eligible for the shift differential. These general guidelines would apply:

- Eligibility for the shift differential is based on the start time.
Extended day shifts are not eligible for the shift differential.
Extended off shifts would continue to be eligible for the shift differential.
- A start time for the second shift would begin on or after Noon **and** end on or after 8:00 p.m.
- Time worked during a “call-in” would be eligible if the time worked is considered to have occurred during an off shift. Time worked during time that is not considered an off shift would not be eligible for the shift differential
- A regular day shift may start as early as 5:00 a.m.
- Time not worked is not eligible for the shift differential.

O. When University employees work overtime in excess of 12 hours, and that overtime was not prescheduled, they will be able to have a meal at any campus dining facility. The University will reimburse the employee upon the presentation of a receipt using a business expense report. The reimbursement amount shall be equivalent to the cost of a buffet meal at the Towers dining hall.

P. Mailing Services employees desiring to work overtime will be listed on an “Available for Overtime” list and assigned overtime on a rotating basis by location: Rockwell Hall Mail Center and Student Mail Center (SMC). The “Available for Overtime”

list will be posted in July and updated in January. Employees who call off sick must do so at least two hours before start time so overtime can be assigned.

VI. SENIORITY

A. Duquesne has the right to determine the number and character of positions to be filled by employees. However, the University agrees to maintain full-time positions rather than part-time positions wherever practicable. The University will notify the Union of its intent regarding the posting of an open position.

B. University Seniority is based on the length of continuous service an employee has within any classification covered by this Agreement. Job Classification Seniority shall be defined as the total length of service within a particular job classification covered by this Agreement, whether continuous or not, and occurs upon the award of a permanent job bid. Seniority shall be accumulated during absence for a period not in excess of two (2) years, as long as seniority is not terminated in accordance with other provisions of the Agreement. In the case of a lay off in any job classification, the least senior employee in such job classification shall be laid off using job classification seniority. Such employee may then use his/her seniority, if any, in any other equal or lower paying job classification to bump a less senior employee in that classification. Such bumped employee may then exercise their job classification seniority in any other job classification, so that the least senior employee in any job classification will be the employee who is actually laid off. In the event an employee facing layoff has no classification seniority in any other job, the University will allow that employee to bid on other vacant position(s) in accordance with Article V.

This paragraph contemplates that the employees only have the right to bump others in a job classification, if they have actually worked and obtained job classification seniority through a permanent bid in the job classification to which they are bumping.

In the event of a recall in any job classification, persons previously laid off shall be recalled in reverse order of their lay off or bump in such job classification. Duquesne will give two (2) weeks notice to employees scheduled to be laid off.

C. Whenever a vacancy occurs in any job covered by this agreement, or whenever a new job is created, said job will be posted for bid for five (5) consecutive days in a conspicuous place, and all employees may apply for the job. The posting shall show the department where the vacancy exists, a general description of the job duties, the

qualifications required, the default shift (hours and days of work) and the rate of pay. Temporary bid jobs will be reposted when they become permanent. Positions may not be posted with “variable days, variable hours” as the schedule.

Recognizing that employees of the bargaining unit are located in other departments and Work Groups, the University will allow bidding between departments and Work Groups, including members who are currently laid off.

The vacancy will be first awarded to employees who sign the bid, and who currently work in that job classification on a permanent basis, but on a different shift. The award will be based on job classification seniority, and the vacancy created will be posted. In the event there are no bidders within the same job classification, the vacancy will be awarded to the most senior bidder within the same work group based on university seniority. In the event there are no bidders within the same work group, the vacancy will be awarded to the most senior qualified bidder from the rest of the bargaining unit, based on university seniority.

The successful bidder shall be prohibited from bidding on any vacancy other than a higher paying job classification for a period of ninety (90) calendar days from the award date.

Employees may bid on any vacancy that involves a change of shift or an equal, higher, or lower paying job classification. An individual, who is out on sick leave, will retain rights to the bid position held prior to the start of the sick leave for up to one year. After one year of absence, the position will be posted for permanent bid. Employees returning to work after one (1) year, but before 2 years of medical leave, will return to their former job classification and be assigned at the discretion of management.

When a vacancy has been posted and filled by a bid, the vacancy created by the successful bid will be posted as shall any subsequent vacancy which reflects a change in job classifications. Any vacancy which cannot be filled by this bidding process will be filled in accordance with Article II A within 30 days. If the University needs additional time to fill the position, it will notify the Union before the expiration of the 30-day time period, and provide an explanation of the reason for the extension and an estimate of the amount of additional time needed.

The University will determine the effective date for awarding each job posting. Successful bidders will be paid the new rate of pay as of the date of the award, which shall also establish an employee’s new job classification seniority date.

Duquesne shall use a trial period of up to 30 work days as a means of determining ability and qualifications of an employee in filling a vacancy in an equal or higher job classification through an internal posting. The employee shall use the same time period to determine their desire to remain in the new position. Employees vacating these positions during the trial period will be returned to the position they formerly held. This does not apply to shift changes in the same job classification.

Every consideration will be given to current employees when filling any vacancy, whether permanent, temporary or summer. For lateral pay moves to a different Work Group or promotions to higher paid jobs, the best qualified candidate will be hired. University seniority will be the determining factor when two or more applicants possess relatively equal qualifications. The University will give due consideration to time spent by current employees in summer jobs when filling permanent positions. Duquesne supervisors will be responsible for determining the qualifications necessary for the job and for judging those qualifications of the applicants. Such judgments are subject to the grievance procedure.

Work Leader positions will be awarded to the most qualified candidate who bids on the position. University seniority will be the determining factor when two or more applicants possess relatively equal qualifications. Duquesne supervisors will be responsible for determining the qualifications necessary for the job and for judging those qualifications of the applicants. Such judgments are subject to the grievance procedure.

D. When employees share a common seniority date within classification, their hiring date shall govern. If they share a common hiring date, the order of preference will be determined as follows:

1. When employees share the same hire date (first day worked) the employees will be ranked in the order in which they each cleared all steps in the background screening process and the University receives such official notices.

2. If two or more employees also are cleared for employment on the same day, the order of their seniority will be determined by lot.

3. When the lot drawing is conducted, at a minimum a Union representative (Steward) and a representative from management will be present. The results of the drawing will be documented in writing with each witness signing off to the accuracy of the information contained in the document. All individuals affected by the drawing will be so notified of their ranking of seniority in relation to the others who also share a common hire date. The Union will also receive a copy of the document.

E. A list will be created for employees who desire a move from their current work location. When a vacancy is created, the employee's request shall be considered when filling such vacancy. If all things are equal, job classification seniority shall prevail. If the request is denied, the employee shall be given a reason as to why the request has been denied. Such action shall not be subject to the grievance procedure.

F. Seniority shall be terminated for any of the following reasons:

1. An employee quits or resigns.
2. An employee is discharged for just cause.
3. An employee is absent from work for three (3) consecutive work days without proper notification to the University, unless there are extenuating circumstances.
4. An employee is laid off more than twenty-four (24) continuous months.
5. An employee fails to report his/her intention of returning to work within five (5) days and fails to actually report to work within ten (10) days after being recalled from layoff by Duquesne, after notification or by registered letter mailed to his/her last known address, and a copy sent to the Union. All employees assume full responsibility for correct addresses and telephone numbers being registered with Duquesne.
6. Absence because of sickness and accident after twenty-four (24) months unless such absence is due to a compensable disability incurred during the course of employment, in which any event the seniority will be terminated after forty-eight (48) consecutive months.
7. Any employee who accepts or has accepted a permanent bid outside the bargaining unit and does not or did not return to their former bid position or other position covered by Local 32BJ within 30 working days, shall forfeit all of their job classification and University seniority.

G. Should the University desire to reduce the workforce either through layoff or attrition, it shall give 30 days' advance notice to the Union, including in such notification the reason(s) for the reduction. During the said 30-day notice period, the University agrees to meet with the Union to discuss the reasons for the reduction and any corresponding changes to assignments.

For all reductions in force, the following shall apply:

- i. Unless otherwise agreed to in writing by the parties, employees who are laid off and elect continued health insurance coverage (medical, prescription, vision, and dental) under COBRA will be invoiced for four (4) months at the then-existing active employee premium, after which they will be invoiced the full COBRA premium. Payments must be received on a timely basis in accordance with COBRA guidelines.
- ii. At their option, employees may use any available vacation, DUFLEX or personal time available to them while laid off. Employees who are offered the opportunity to use accrued sick days may do so but will not be required to use such time. Use of accrued paid time off of any type shall not count against the additional months of health benefits provided under section (i) above.
- iii. Tuition benefits will be continued in accordance with TAP-13.

VII. HOLIDAYS AND PERSONAL DAYS

A. Regular Holidays. Holidays with pay shall be granted to regular, full-time employees as follows: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When one of the above designated regular holidays falls on Sunday, it will be observed on the following Monday. Any of the above regular holidays which falls on Saturday will be observed on the preceding Friday, except when classes are scheduled on that day.

B. Employees who work on said regular holidays shall be paid at one and one-half (1-1/2) times their regular rate for all hours worked and in addition will receive eight (8) hours of holiday pay.

C. Any regular full-time employee whose regular day off falls on a regular holiday shall receive an additional day's pay.

D. If a holiday falls within an employee's vacation period, he/she shall receive an additional day's pay for the holiday.

E. In addition to the above regular holidays, employees will not be required to work the following authorized holidays: Friday following Thanksgiving, the last regularly scheduled working day before Christmas, the last regularly scheduled working day before New Year's Day, Dr. Martin Luther King Day, Holy Thursday, Holy Saturday and All Saint's Day. Any employee who is normally scheduled to work on such days shall be paid and those employees normally scheduled to be off on such days will not be paid. Employees

must work their last scheduled work day before, and their first scheduled work day after the authorized holidays listed in this section, in order to be eligible for holiday pay. Employees absent on these days due to illness will receive holiday pay by presenting medical verification upon their return to work. Employees who are scheduled to work on an authorized holiday and who subsequently report off sick, will receive holiday pay for the day after providing medical verification of the absence.

F. Employees required to work on any of these days to maintain essential services will be given the option of receiving eight (8) hours holiday pay in addition to the regular straight time pay, or a compensating day off. If selecting a compensating day off, the time will be scheduled by mutual agreement, to the extent possible.

In the event the compensating time off cannot be scheduled or taken, the employee will be paid for the time that has accrued on an annual basis in the first pay in June each year.

G. Special authorized holidays over and above those listed, which are granted by the President, will apply to members of the bargaining unit. If employees are required to work on these special authorized holidays, they will receive eight (8) hours of holiday pay in addition to the hours they actually work. During the term of this Agreement, employees shall receive any other designated regular holidays as are provided for all non-represented full-time employees at the University.

H. Employees who, for reasons other than vacation, perform no work in the pay period, in which a holiday occurs, shall receive no holiday pay or equivalent time off.

I. Probationary employees will not receive pay for holidays that occur during the first 90-days of the one hundred eighty (180) day probationary period.

J. For purposes of calculating overtime payments, holiday pay or comp. time will be considered as hours worked in the week they occur.

K. Personal Days. Regular employees who are not on layoff or disability leave shall receive one (1) personal day on January 1 of each calendar year. The use of personal days must be scheduled and approved in advance. Personal days that are not taken by the end of the calendar year will be forfeited – they will not be carried over or paid. Personal days will not be paid out at time of retirement or other separation from the University.

VIII. VACATIONS

A. Duquesne shall post a schedule of dates on January 15 of each year when vacations may not be taken in the calendar year by employees. Employees shall have the right to choose their vacation time in accordance with their University seniority in accordance with limitations established in their Work Group. Supervisors will provide the appropriate form to employees for this purpose after which a complete vacation schedule will be posted by March 1.

B. Employees shall be eligible for vacation in their first year of full-time service. Upon hire, employees shall receive two (2) weeks of vacation. After one year of full-time continuous service, employees will also be given credit for each year of continuous time spent in part-time positions. This time will count towards years of service required for higher levels of vacation entitlement awarded on the employee's full-time anniversary date.

C. Employees who have worked continuously for one (1) year or more shall receive two (2) weeks vacation;

Employees who have worked continuously for five (5) years or more shall receive three (3) weeks vacation;

Employees who have worked continuously for fifteen (15) years or more shall receive four (4) weeks vacation;

Employees who have worked continuously for twenty-two (22) years or more shall receive five (5) weeks vacation.

In the event the University increases vacation allotment for all non-represented full-time "support employees" per TAP 17, Bargaining unit employees shall receive the same allotment on the same basis and under the same conditions as prescribed in TAP 17.

D. For purposes of computing years of service, the employee's anniversary date shall govern, and all vacation entitlement must be taken before the employee's next anniversary date or it will be forfeited. The only exception is when a vacation has been canceled by mutual agreement between the employee and his/her supervisor due to a business necessity. In such instances the vacation may be carried over if a request is made in writing prior to the forfeiture date. However, it must be used within 30 calendar days of the anniversary date or it is forfeited.

E. Vacation must be taken in at least one-week increments; however, individual days of one or more may be taken if requested one week in advance, if possible,

and authorized by supervision. One (1) week's pay under this section shall be equivalent to an employee's normally scheduled work week at regular straight-time pay. Employees with at least two (2) or three (3) weeks of vacation shall be permitted to take up to five (5) days of vacation in daily increments or scheduled in such a way as to span a weekend. Employees with four or more weeks of vacation shall be permitted to schedule up to ten (10) vacation days in this manner.

F. Early in the calendar year, after January 15 and prior to February 15, for planning and scheduling purposes, all employees will select their vacation in two phases. In the first phase, employees will be required to select at least two weeks of their entitlement or purchased vacation days. In the second phase, employees entitled to more than two weeks will select the remaining weeks of their entitlement or purchased vacation days. During this process, if more employees request the same days or weeks off than the Employer can reasonably allow to be off at the same time, the most senior employee(s) within the Workgroup will be allowed to be off. Employees who fail to make their selection on this basis may not be able to have the weeks of their choice.

G. When an employee earns an additional week of vacation, as outlined in Paragraph C, the additional week may not be taken until after the employee's anniversary date.

H. When an employee is laid off or terminates employment, he/she will receive pay for accrued, unused vacation time. Employees in their first year of full-time service shall not receive pay for accrued, unused vacation time upon lay-off, termination, or other separation of employment.

I. Employees on lay off, absence due to non-occupational illness or injury after 30 consecutive calendar days, eligible for long-term disability, or after a year on workers' compensation, shall not accrue vacation during such periods of absence. Prorated vacation will be established upon a return to work.

IX. JURY DUTY

Employees required to fulfill their obligation to serve on jury duty or those subpoenaed as witnesses will continue to receive their full pay from the University. Employees who work shifts will have their wages continued for those shifts affected by Jury Duty. This may involve the shifts prior to or after Jury Duty. The affected shifts will be determined by the supervisor with the employee.

The University may ask for verification of a summons or subpoena in order to provide for payment for time away from work.

Employees, who provide their supervisor with prompt notice of jury duty assignments, which might interfere with their regular shift work, will receive this benefit in lieu of working.

X. INSURANCE AND WELFARE BENEFITS

A. Eligible employees covered by this agreement will participate in the University's cafeteria style, flexible benefits program known as DUFLEX. This program provides for a core level of benefits for medical insurance, disability insurance and life insurance, and additional elective coverages for the employee and dependents. Annually, employees will be afforded the opportunity to change, add or delete coverages.

B. Employees represented by Local No. 32BJ will pay on the same basis as all other University employees.

C. If required by law, the University will provide medical health care coverage to eligible part-time employees on the same basis that it is provided to other part-time university employees. Coverage and cost will be the same as for other part-time university employees covered by DUFlex. The benefits provided will meet those required by law and offered to those required by law. This includes the "Play or Pay" option that may become available under Health Care Reform. Part-time employees, who later become full-time and eligible for full-time benefits, will be covered the same as other full-time employees.

D. Paid Sick Leave. A paid sick leave program shall be applicable to all regular full-time employees. Sick leave may be taken solely for the purposes set forth in University TAP 15.

1. All regular full-time employees shall continue to receive for the duration of this Agreement paid sick leave benefits to which they were entitled. After one year of continuous full-time employment, future sick day entitlement will be based on years of service and on the employee's full-time anniversary date with consideration of time spent in continuous part-time employment in positions covered by this labor contract. (Part-time employees hired prior to July 1, 2009 will have their entitlement calculation based on this revised schedule.)

New University employees with 3 months of continuous service	5 days
Employees with one (1) year to ten (10) years of service	10 days per year
Employees with ten (10) or more years of service	15 days per year

2. All new full-time University employees shall be eligible for five (5) days of sick leave after three (3) months of continuous service. After one year of full-time continuous service, employees will also be given credit for each year of continuous time spent in part-time positions. This time will count towards years of service required for higher levels of sick day entitlement awarded on the employee's full-time anniversary date.

3. For the purposes of computing years of service for the sick leave entitlement provided in Paragraph C. 1, the employee's anniversary date shall govern.

4. The sick leave benefits for regular employees, together with all terms and conditions of the sick leave program in effect as of the effective date of this Agreement shall be frozen for the duration of the Agreement.

5. Employees may be required to submit a doctor's certificate or other acceptable proof of illness, at Duquesne's discretion, for sick leave benefits involving three (3) days or more of continuous absence.

6 Although a doctor's certificate will not be required for sick leave benefits for absences of less than three (3) days, Duquesne has the right to demand satisfactory proof of illness as a condition for payment of such benefits.

7. Repeated abuse of sick leave privileges, and/or patterned absences, shall be cause for disciplinary action, i.e. loss of pay, suspension, or dismissal. Duquesne reserves the right to institute a fair and equitable Absentee Control Program with due consideration for genuine disabling illness or occasional physical inability to be on the job.

8. Employees may accumulate a maximum of sixty (60) days of sick leave under the aforementioned provisions of this section. Employees, who in any six consecutive calendar months have no absences for reasons other than death in the family, jury duty, University holidays, or vacation as provided elsewhere in this Agreement, will be eligible for one additional day of paid sick leave; employees who have reached sixty (60) days of accumulated sick leave will be eligible for one personal day.

The maximum number of additional days which can be earned in this manner shall be two in each year of the contract. Employees on lay off, absent due to non-occupational illness or injury after thirty (30) consecutive calendar days, eligible for long-term disability or those who have been on workers' compensation for a year, shall not accrue sick leave during such periods of absence. Prorated sick leave will be established upon a return to work.

Employees who have accumulated sixty (60) sick days may accrue up to an additional thirty (30) days solely for use in the event of a continuous sick/disability leave exceeding sixty (60) days. This provision does not increase the maximum number of sick days that may be paid at time of normal retirement.

9. At the time of normal retirement, (minimum age 62 with 10 years of service) employees hired prior to July 1, 2009, will receive payment for all accrued sick leave up to a maximum of sixty (60) days, with the understanding that payment will be based on their rate of pay in effect at the time of retirement. Employees hired on or after July 1, 2009, will not be entitled to any sick day pay out.

10. Qualifying employees, as described in paragraph 9 above who were hired prior to July 1, 2009, will be paid for remaining and unused sick days upon resignation from the University based on the following combination of both their age and years of service. Individuals who resign and take payment of the sick days under this benefit will not be considered to have retired from the University.

<u>Years of Service</u>	<u>Age</u>
11	61
12	60
13	59
14	58

11. In the event a Public Health State of Emergency is declared by the City of Pittsburgh, Allegheny County, or the State of Pennsylvania, the University and the Union shall immediately engage in effects bargaining over the impact on bargaining unit employees.

E. Sick and Accident Benefits. Employees shall receive the following benefits on the eighth (8th) working day of absence due to illness and on the first (1st) working day following an accident, which did not occur on the job and which is not covered by Workers Compensation. Effective October 5, 2009: 50% of the base hourly rate.

Payment will be based on the normal work week schedule of 8 hours a day and 40 hours a week. However, the maximum weekly payment under this benefit is \$461.54 and the minimum weekly benefit is \$328 for a maximum of 90 days.

Employees who apply for sick and accident benefits under this plan must provide verifiable medical certification of disability to Duquesne and/or any subsequent insurance carrier if the plan should become insured. If a disability for any reason should commence within thirty (30) days following return to active work, from a period in which benefits were paid under this plan, both periods of disability will be considered as one and the same. Employees who have exhausted the full 90-day benefit must return to work for a period of six (6) months to restore this benefit coverage for an additional 90 days. The provisions of this paragraph shall not run concurrently with the benefits provided in Paragraph C above; in other words, all accrued sick leave must be used before the sick and accident benefits apply for absence due to an accident or an illness.

F. After 90 days of continuous sick leave full-time employees with one or more years of full-time employment are eligible to apply for Long Term Disability under the University's DUFlex Benefit Plan.

G. Duquesne agrees to provide in booklet form for each employee a summary of the insurance benefits set forth herein.

H. Duquesne and the Union recognize that every effort must be made to reduce absenteeism and the Union agrees to take appropriate measures to help ensure improved attendance by its members.

I. Employees may request up to (5) five days of unpaid days per year, which may be approved by their supervisor. At the University's discretion, the University may approve additional unpaid days. These days shall not count as hours worked for the purposes of calculating overtime.

XI. PENSION PROGRAM

A. All employees who are newly hired and represented by SEIU, Local No. 32BJ, will participate in Duquesne University's Retirement Plan, as more fully explained in the Summary Plan Description. Employees shall participate in the Duquesne University Retirement Plan on the same basis as non-represented employees. Terms of participation, including eligibility and University matching contributions, are more fully set forth in University policy, and are subject to amendment by the University at any time, for

any reason, provided that no such amendment will adversely affect employees' legally vested benefits under the Plan.

In each year of the contract, the University shall contribute a matching rate of 5% (or me-too if the University matching contribution is higher by policy).

B. A Union employee will be given a seat on the University Total Compensation Committee.

XII. GRIEVANCE PROCEDURE

A. Differences of disputes between Duquesne and the Union or employees covered by this Agreement as to the meaning and application of or compliance with the provisions of this Agreement shall be settled in accordance with the provisions of the following paragraphs.

B. Such differences and disputes shall be settled in the following manner:

- Step I Verbally, between the aggrieved employee, with his/her shop steward, and the foreman or supervisor. If his/her shop steward is unavailable, any duly elected shop steward or Union officer may act instead. If the grievance is not adjusted to the complainant's satisfaction, he/she may appeal in writing, on the appropriate grievance form, to the Assistant Department Head for the area, within ten (10) calendar days of occurrence.
- Step II The Department Head or their designee shall conduct a grievance meeting with the supervisor, the complainant and the shop steward, and, after reviewing the matter, shall respond in writing to the grievant within ten (10) calendar days.
- Step III In the event the response from the Department Head or their designee is deemed unsatisfactory by the complainant, he/she may refer same to the Union. Within ten (10) calendar days, a duly authorized Union representative shall meet with the Director of Human Resource Management in an effort to adjust the grievance and reach a decision. Such decision shall be in writing and mailed to the Union within five (5) calendar days.

DISCHARGE: The University and the Union agree that expeditious handling of grievances concerning discharge is mutually beneficial. Grievances concerning discharge shall be accelerated to the third step of the grievance procedure. A written grievance of this nature must be filed within five (5) working days from the date that the employee is notified in writing of the discharge.

C. Either party must notify the other in writing of its intention to submit the grievance to arbitration within ten (10) days following the decision referred to in Step III above, otherwise such decision shall be final. Upon giving of such notice, the grievance shall then be referred to an impartial arbitrator to be appointed by mutual agreement of the parties hereto. If the parties are unable to agree on an impartial arbitrator within ten (10) days following, notification of joint request shall be addressed promptly to the Director of the Federal Mediation and Conciliation Service or the American Arbitration Association to provide a panel of arbitrators from which selection may be made, and this procedure shall be repeated until a mutually acceptable arbitrator is selected.

D. Grievance Appeals Board: In the event an employee utilizes the Union's Grievance Appeals Board to contest the Union's decision *not* to arbitrate his grievance, s/he shall also notify the University Director of Human Resource Management of said appeal. The Union will promptly coordinate the application and possible extension of the time limits contained herein with the University.

E. It is mutually agreed that the Union and the University will be flexible when the expected time frame for response in the foregoing is in conflict with the work schedules of the participant(s).

F. The decision of the arbitrator shall be final and binding on both parties; provided, however, that the arbitrator shall have authority only to interpret and apply the provisions of this Agreement, and shall have no authority to add to, detract from, or alter its terms. Nothing shall prevent the parties from settling an alleged grievance to their mutual satisfaction prior to the issuance of the arbitration decision.

G. Expenses of arbitration shall be shared equally by Duquesne and the Union, and shall be paid promptly.

XIII. SHOP STEWARDS AND UNION ACTIVITIES

Section 1 The Union shall have the right to select Shop Stewards and will inform management of any changes regarding said Stewards.

Section 2 The Shop Stewards' duties shall consist of seeing that all terms and conditions of the Agreement are being complied with and that all employees are members of the Union. The Shop Steward shall not, by reason of his position, be exempt from work. However, any Shop Steward shall be permitted to leave his/her work area after receiving permission from his/her immediate supervisor to investigate and adjust grievances of an employee within his/her jurisdiction. No time or pay will be lost during regular working hours so long as absence from a Shop Steward's work assignment is not for unreasonable periods of time, nor will management unreasonably deny permission to a Shop Steward to fulfill his/her duties.

Section 3 Shop Stewards shall be granted two (2) days off per year with pay to attend steward training classes, provided that a written request is submitted to the University at least fourteen (14) days in advance of the training class.

Section 4 Shop Stewards or the Union's field representative shall be permitted to meet with new employees on the clock for up to 30 minutes in order to provide new employees with the Union's check-off authorization forms, Union membership application, Union contract, and other pertinent information.

Section 5 The University shall provide designated space on the bulletin boards next to time clocks for the posting of appropriate Union bulletins.

Section 6 Members may attend quarterly 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.

XIV. NO STRIKE

It is mutually agreed that there shall be no work stoppage, slow down, strike (including sympathy strike), or other interference with work by the Union or its members, and no lockout by Duquesne for any reasons during the time specified herein.

XV. NON-DISCRIMINATION

A. Duquesne and the Union are committed to the principles of equal employment opportunity for all qualified persons, and to non-discriminatory human relations in the work place, without regard to an individual's age, race, color, sex, religious creed or national origin, as these items are defined in the applicable federal, state, or local statutes.

B. Duquesne and the Union are agreed that sexual harassment will not be tolerated in the work place or classroom particularly when submission to or rejection of it has the effect of interfering with an individual's work performance, or study at Duquesne, or creates an intimidating, hostile, or offensive environment.

C. Duquesne will not discriminate against an employee or an applicant for employment because of his/her membership in the Union or activities on behalf of the Union.

D. Also, in accordance with Title I of the Americans with Disability Act, the University and Union adhere to the principals of non-discrimination for individuals with disabilities who are otherwise qualified to perform the essential job functions with or without reasonable accommodation.

XVI. BEREAVEMENT PAY

A. Employees will be paid for time off due to the death in the immediate family up to a maximum of four days, commencing with the day of death, to, and including the day of the funeral. No payment will be made for days in which the employee was not scheduled to work, holidays or holy days, or if the employee is on scheduled vacation other than as follows: an employee will be eligible for bereavement pay due to the death of a spouse, parent, son, daughter, brother or sister if the employee is on scheduled vacation

B. Immediate family is defined as spouse, parent, son, daughter, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandparent or legal guardian.

C. If out-of-state travel is involved, the department head may approve additional time, which shall be charged against accrued vacation or sick leave in that order. In this event, it is the department head's responsibility to require adequate verification of the circumstances, which make additional time necessary.

XVII. MISCELLANEOUS

A. It is understood and agreed that the duties performed by employees in the various job classifications shall continue as in the past and shall not be affected by this Agreement except as outlined under Article III, D, E, and F.

B. No benefits, prerogatives or other substantial rights to which any such employees 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.

C. Duquesne will provide uniforms to employees, which they will be required to wear during working hours, utilizing the following point system:

- Shirts and pants – 1 point each
- Short and long sleeve T shirts – one-half point each
- Sweatshirts and jackets – 2 points each
- Upon hire, employees will be provided with 5 shirts and 5 pairs of pants
- Annually up to 2 years of employment, employees may choose additional uniform pieces, up to 6 points in total
- Annually after 2 years of employment, employees may choose additional uniform pieces, up to 4 points in total

Any additional protective clothing, which may presently or subsequently be required by law, will also be provided by Duquesne. Raincoats and rain hats will be provided by Duquesne upon request and without cost to employees who are required to work outside in inclement weather.

D. A high standard of efficiency and performance shall be maintained by all employees represented by the Union, and the Union will cooperate with Duquesne in maintaining this standard.

E. Employees shall be in uniform and ready to start working at their appointed starting time.

F. Appropriate time will be provided at the end of a work shift for attention to equipment, preparation for the next day, and personal clean up before departing campus.

G. No employee will be permitted in any University building after working hours without knowledge and permission of supervision, other than attendance at University events or programs or when utilizing University facilities open to all employees.

H. It is agreed that after one year, any employee who has not received a warning or a suspension, may request that any previous disciplinary action materials, including warnings and suspensions, be removed from his/her file.

I. It is agreed that in the case of emergency, such as flood, fire, epidemic, or other unforeseen major contingencies, the terms of this Agreement shall not be deemed to apply in connection with measures reasonably deemed necessary by Duquesne for the care and protection of students, the equipment and the buildings of Duquesne.

- J. 1. Duquesne will provide all special and power tools where required by the nature of the work for the time they are required to be used.
2. Duquesne will supply one set of basic hand tools to those employees who are normally and regularly required to use them in the course of their work. These tools will be the responsibility of the employees to whom they are issued.
3. Replacement will be made when a tool becomes worn or damaged during its proper use on the job.
4. The replacement of lost or stolen tools or tools worn or damaged due to improper use will be the responsibility of the employee at his/her expense. If tools are stolen and there is a police report filed, the employee will not be responsible for replacing the tools.
5. Safety devices or equipment required by law will be provided.
6. Duquesne will reimburse Facilities Management employees for the cost of fees to secure certifications and licenses required by their current job descriptions. The University will reimburse employees for the cost of training, including wages, specifically and limited to ongoing training required to maintain a certification or license. Reimbursements for employee costs for certifications, licenses and training will be made in July and January each year. The University will pay for job related training, including wages, that the University determines is necessary for employees.
- K. Duquesne University Local No. 32BJ members will receive free parking privileges if such are granted to other employees of Duquesne University.
- L. Employees will continue to serve on the University Safety Committee to consider safety problems in their division in accordance with established by-laws.
- M. In the event an employee is absent, other employees may be assigned to do their work assignments. In such cases the University will not expect such employees to perform their regular full work loads in addition to the newly assigned duties and will not impose an unreasonable workload on any employee.
- N. Duquesne University Local No. 32BJ members will be permitted to participate in SRA's under TIAA/CREF or Fidelity or any other programs provided to employees of the University.
- O. Whenever possible, the University will notify and/or meet with the Union prior to the implementation of any work rule or policy changes. Generally this will occur during Labor Management Committee meetings; however, this will not preclude the calling of special meetings.

P. Permanent bid job: a position which is posted as permanent means that the individual will gain job classification seniority while holding the position. Job posting will identify the position as a permanent job or as a temporary job. Postings for temporary positions may have a start date and end date if these dates are known. The University reserves the right to determine the types and number of positions and may eliminate any position including a permanent bid job.

Q. During the term of this contract Duquesne University will not contract out work that is currently being performed by employees who are covered by this collective bargaining agreement. However, the University may contract out work which requires services to be performed by outside providers due to any of the following: scope of the work; time of completion is of the essence and cannot be met with existing employees; special required skills; or special required equipment is needed to complete such projects. This provision shall be in place only for the duration of the current contract period and have no further effect upon the expiration of the agreement.

If the University would find it necessary to consider permanently contracting out the work that is currently being performed by the members of Local 32BJ, management and union representatives will agree to meet and to discuss the issues that are of concern. This discussion would provide an opportunity for both parties to discuss and understand each other's position and address the issues that have arisen. Management shall give the Union an opportunity to present a timely proposal to avert the possibility of the outsourcing of bargaining unit work. Work which is currently contracted out or would need to be contracted out because of the scope of the work being performed, time of completion or skills needed to perform the work would not be covered by this clause. The University will comply with any current applicable laws that cover the University and are related to the outsourcing of bargaining unit work.

R. The University may provide employees with unpaid leaves of absence for union related activities. The Union shall reimburse the University for the salary paid and the related associated cost of all benefits including DUFlex and retirement. (The employee would not be covered by Worker's Compensation.) The University may limit the number of employees on leave to no more than two (2) at a time and for a period of three (3) months or less. The employee must provide a one (1) month notice, which includes the period of the requested leave. Approval for the leave of absence may not

be able to be given during peak work periods such as student move in and in the spring when students move out.

XVIII. UNEMPLOYMENT COMPENSATION

Duquesne agrees to participate to the extent required by law in the Pennsylvania Unemployment Compensation Fund. The method of contributing to the Fund or reimbursement to the Fund shall be at the sole discretion of Duquesne.

XIX. TRAINING FUND

The University shall pay the cost for successful completion by a member of the bargaining unit of any class or seminar offered by the I.U.O.E. Local #95 Training Fund, provided they receive prior approval to attend from the Department Head. Requests will not be unreasonably denied and are subject to the grievance procedure.

XX. SUCCESSORSHIP

In the event the University sells, leases or transfers all or any part of its business or buildings which are subject to this Agreement, the Employer shall notify any purchaser, lessee or transferee of the fact that the unit employees are covered by this Agreement and provide a copy of this Agreement to the purchaser, lessee or transferee prior to the date of sale or transfer. The University shall use its best efforts to require the purchaser, lessee or transferee and any operations subcontractors to offer employment to any bargaining unit members who are laid off or otherwise displaced from University employment as a result of the sale, lease or transfer of that building. Terms of any such employment will be determined by the purchaser, lessee, transferee, or operational subcontractor.

The Employer shall also notify the Union of the pending sale or transfer as soon as practicable, but in no event less than 30 days prior to the date of sale or transfer. Such notice to the Union shall include (1) the name of the purchaser or transferee, (2) a contact name for the purchaser or transferee, (3) the business address and telephone number for the purchaser or transferee, and (4) a copy of that portion of the sale or transfer agreement reflecting any terms of the transaction concerning the unit employees; specifically, whether the purchaser or transferee agreed to hire the incumbent employees, under what terms and conditions the incumbent employees

would be hired, if applicable, and whether or not the purchaser or transferee agreed to assume the terms of this Agreement.

XXI. DURATION OF AGREEMENT

This Agreement shall become effective October 15, 2023, and shall continue in full force and effect until Midnight, October 14, 2027. Ninety (90) days prior to October 14, 2027, 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.

Attest:

Service Employees International Union
Local No. 32BJ

Duquesne University
of the Holy Spirit

Samuel Williamson
District Director
Western PA District

Matthew Frist
Vice President
Division of Management & Business

Exhibit A

JOB CLASSIFICATIONS AND RATES OF PAY, SEIU, Local 32BJ

	Effective 1/9/2023	Effective Jan 2024*	Effective Jan 2025*	Effective Jan 2026*	Effective Jan 2027*
	3.00%	8.00%	2.75%	2.75%	2.75%
CLASSIFICATIONS:					
<u>Housekeeping Work Group</u>					
Building Services Coordinator	\$ 26.79	\$ 28.93	\$ 29.73	\$ 30.55	\$ 31.39
Building Services Work Leader	\$ 23.14	\$ 24.99	\$ 25.68	\$ 26.39	\$ 27.12
Heavy Cleaner II	\$ 20.51	\$ 22.15	\$ 22.76	\$ 23.39	\$ 24.03
Heavy Cleaner I	\$ 19.87	\$ 21.46	\$ 22.05	\$ 22.66	\$ 23.28
Heavy Cleaner I new hire	\$ 16.00	\$ 19.31	\$ 19.84	\$ 20.39	\$ 20.95
<u>Grounds Work Group</u>					
Grounds Work Leader	\$ 27.37	\$ 29.56	\$ 30.37	\$ 31.21	\$ 32.07
Small Engine Mechanic/Grounds	\$ 24.72	\$ 26.70	\$ 27.43	\$ 28.18	\$ 28.95
Grounds Worker III	\$ 24.72	\$ 26.70	\$ 27.43	\$ 28.18	\$ 28.95
Grounds Worker II	\$ 22.85	\$ 24.68	\$ 25.36	\$ 26.06	\$ 26.78
Ground Worker I	\$ 22.07	\$ 23.84	\$ 24.50	\$ 25.17	\$ 25.86
Moving/Recycling Truck Driver	\$ 22.85	\$ 24.68	\$ 25.36	\$ 26.06	\$ 26.78
Truck Driver	\$ 21.68	\$ 23.41	\$ 24.05	\$ 24.71	\$ 25.39
<u>Building Operations Work Group</u>					
Building Operations Work Leader	\$ 27.37	\$ 29.56	\$ 30.37	\$ 31.21	\$ 32.07
Building Operations Employee II	\$ 22.85	\$ 24.68	\$ 25.36	\$ 26.06	\$ 26.78
Building Operations Employee I	\$ 22.07	\$ 23.84	\$ 24.50	\$ 25.17	\$ 25.86
<u>Receiving Work Group</u>					
Work Leader - Receiving	\$ 26.46	\$ 28.58	\$ 29.37	\$ 30.18	\$ 31.01
Receiver II	\$ 22.63	\$ 24.44	\$ 25.11	\$ 25.80	\$ 26.51
Receiver I	\$ 21.67	\$ 23.40	\$ 24.04	\$ 24.70	\$ 25.38
Mail Truck Driver					
Mail Truck Helper					
<u>Mailing Services Work Group</u>					
Work Leader - Mailing Services	\$ 24.26	\$ 26.20	\$ 26.92	\$ 27.66	\$ 28.42
Mail Clerk III	\$ 21.47	\$ 23.19	\$ 23.83	\$ 24.49	\$ 25.16
Mail Clerk II	\$ 20.13	\$ 21.74	\$ 22.34	\$ 22.95	\$ 23.58
Mail Clerk I	\$ 19.24	\$ 20.78	\$ 21.35	\$ 21.94	\$ 22.54
<u>Parking Work Group</u>					
Work Leader - Parking & Traffic Mgt.	\$ 23.39	\$ 25.26	\$ 25.95	\$ 26.66	\$ 27.39
Parking Attendant III	\$ 21.48	\$ 23.20	\$ 23.84	\$ 24.50	\$ 25.17
Parking Attendant II	\$ 20.13	\$ 21.74	\$ 22.34	\$ 22.95	\$ 23.58
Parking Attendant I	\$ 19.24	\$ 20.78	\$ 21.35	\$ 21.94	\$ 22.54
Parking Attendant I new hire	\$ 16.00	\$ 18.70	\$ 19.21	\$ 19.75	\$ 20.29

*Wage rates are minimum rates, subject to adjustment based on the application of the “me-too” provision of Article III, Section A.

Note:

- (1) Employees operating the manlift shall receive a premium of \$1.25 per hour while engaged.
- (2) Ground Worker Classifications I, II & III shall receive a premium of \$1.25 per hour while engaged in chemical application. A minimum of eight (8) hours will apply.
- (3) Employees performing bed bug extermination work shall receive a premium of \$1.25 per hour while engaged in such work.
- (4) Heavy Cleaners performing disinfection services to an area occupied or recently vacated by any employee or student who has received positive confirmation of having COVID-19 will receive a wage differential of \$5.00 per hour for all time spent performing such work. Opportunities to perform this specialized work will be posted and assigned to trained employees by management based on availability and building proximity. If there are multiple employees who are equally available and proximate to the building involved, the opportunity to perform the work will be offered to such employees in order of seniority.

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