

**AGREEMENT**

**Between**

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

**And**

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**LOCAL 95-95a**

**AFL-CIO**

**May 1, 2024 through April 30, 2029**

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## **ARTICLE 1**

### **Preamble**

Section 1.1 This Agreement is entered into between the UNIVERSITY OF PITTSBURGH OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION, Pittsburgh, Pennsylvania, (hereinafter referred to as the “University”) and LOCAL UNION NO. 95-95a INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, (hereinafter referred to as the “Union”) in consideration of the mutual promises as herein set forth and in the mutual interest 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 recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for the classifications listed in Exhibit A, employed at the University’s Oakland campus, located in Pittsburgh, Pennsylvania.

## **ARTICLE 3**

### **Union Security**

Section 3.1 Each employee, who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date shall, as a condition of employment, maintain his membership in the Union for the duration of this Agreement.

Section 3.2 Any employee who fails to retain his membership shall be subject to discharge by the University after the University has received written notification from the Union, addressed to the employee, giving such employee thirty (30) days in which to reinstate his membership.

Section 3.3 The University agrees to deduct the Union's initiation fee and monthly membership dues from the pay of those employees who individually request in writing that such deductions be made, including Permit Fees for temporary employees. The amounts to be deducted shall be certified to the University by the Union, and the aggregate deductions shall be remitted together with an itemized statement to the Union by the last day of the month after such deductions are made.

Section 3.4 The Union agrees to hold the University harmless and to defend the University against any and all claims, suits, orders or judgments brought against the University as a result of any action taken under the provisions of this Article.

#### **ARTICLE 4** **Relations Between Union and University**

Section 4.1 The University recognizes the right of the Union to designate one steward for each Work Group. The steward shall be granted reasonable time off to investigate grievances during working hours without loss of pay but may not solicit grievances. Stewards must inform their Foreman prior to leaving their assigned work assignment to investigate a grievance.

Section 4.2 The Union agrees to provide the University with written notification of the above Union representatives. In the event the Union Steward is off for more than 30 consecutive days, the Union must provide written notification of a temporary Steward.

Section 4.3 A high standard of efficiency and performance shall be maintained by all employees represented by the Union and the Union will cooperate with the University in maintaining this standard.

Section 4.4 There shall be a licensed Engineer on duty at all times when there is in operation any boiler, engine, pump, dynamo, compressor motor, or any machine that develops power.

## **ARTICLE 5**

### **Wages**

Section 5.1 The job classification of the employees in the bargaining unit covered by this Agreement and the wages to be paid to such employees are set forth in Exhibit A which is attached hereto.

Section 5.2 Wages shall be paid bi-weekly, on such dates as shall be designated by the University.

## **ARTICLE 6**

### **Hours of Work and Overtime**

Section 6.1 The normal work day shall be eight (8) hours per day or ten (10) hours per day and the normal work week shall be forty (40) hours. For employees who work an eight (8) hour shift, all hours over eight (8) hours in any one day and all hours over forty (40) hours in one week shall be considered overtime and paid for at the rate of time and one-half (1-1/2) the regular rate. For employees who work a ten (10) hour shift, all hours over ten (10) in any one day and all hours over forty (40) hours in one work week shall be considered overtime and paid for at the rate of time and one-half (1-1/2) the regular rate. Employees who work on a seventh consecutive workday, within a work week, and who actually worked the previous six (6) days, shall be paid double time (2) for all hours worked on the seventh day. Overtime and all other premium pay shall not be pyramided. Employees are permitted a reasonable time, not to exceed 30 minutes per shift, for a meal break without loss of pay so long as the break does not interfere with the performance of duties, projects or critical situations. Meal breaks are not to be taken for any other purpose, such as errands or any other personal reason.

Section 6.2 This article shall not be construed as guaranteeing any number of hours or days of work. Employees shall be available and report for the days and hours of work as scheduled or required in their job.

Section 6.3 Employees called to work when not scheduled shall be guaranteed pay of four (4) hours 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 work day, provided the regular and overtime hours are continuous.

Section 6.4 Employees who are asked to carry a beeper during hours where there are no staff on duty in the Work Group will receive \$3.00 for each hour that they are asked to carry the beeper.

Section 6.5 For those employees regularly scheduled to work a shift, including a regularly-scheduled rotating shift, occurring in whole between 10:00 p.m. and 7:00 a.m., a shift differential of forty cents (\$0.40) per hour will be applied to all regularly-scheduled hours worked between 10:00 p.m. and 7:00 a.m. and to approved vacation and sick time hours utilized during such shifts. In no event will the shift differential be paid on any hour paid at an overtime rate.

## **ARTICLE 7**

### **Holidays**

Section 7.1 Employees shall receive eight hours of straight time pay in observance of the following holidays:

New Year's Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Eve Day

Christmas Day

Five (5) Personal Days (subject to advance request and advance approval of the University. Employees shall not work on a Personal Day.)

In addition to the eight hours of holiday pay, employees shall receive time and one-half for all hours actually worked on any one of the holidays identified above.

Section 7.2 Holidays that occur on an employee's regularly scheduled shift shall be considered a day worked for the purpose of computing overtime for the work week in which the holiday falls. If a holiday falls on a day that the employee is not regularly scheduled to work, it will not count as hours worked. The normally scheduled workweek shall not be altered for the express purpose of avoiding premium pay.

Section 7.3 The Director (or his or her designee) for each of the three Work Groups shall determine a policy for scheduling employees who are to work or who are scheduled to be off work on all of the holidays specified in Section 7.1 above. The Union Steward for each of the three Work Groups shall be notified of such policy within ten (10) calendar days following the execution of this agreement. The Work Group Union Steward shall be notified of any change in the work Group policy for scheduling employees who are to work or be off work on all of the holidays listed in Section 7.1 above by the Work Group Director (or his or her designee). Employees who are to be scheduled to work on a given holiday as specified in Section 7.1 above shall be given as much advance notice as is practical.

Section 7.4 In order to be eligible for a paid holiday as set forth in Section 7.1 above, an employee must have: (1) worked, been on vacation or been paid sick time (not sickness and accident pay) in the payroll period in which the holiday occurs or the immediately preceding, payroll period; and (2) worked his/her last scheduled workday prior to the holiday and first scheduled workday following the holiday.

Section 7.5 Personal days will be awarded on January 1 of each year. Personal days will not be prorated for time off on workers' compensation or short-term disability. Employees on



workers' compensation and short-term disability will receive their personal days for the year upon return to work. New hires will receive a pro-rata share of personal days based on their date of hire. Employees will be awarded one personal day each quarter until the end of the calendar year. All personal days must be used prior to the end of the calendar year.

## **ARTICLE 8**

### **Vacation**

Section 8.1 Each employee after one year's service shall receive two (2) weeks' vacation with pay each year. After five (5) years' service an employee shall receive three (3) weeks' vacation. After ten (10) years' service an employee shall receive four (4) weeks' vacation. After twenty (20) years' service, an employee shall receive five (5) weeks' vacation.

Section 8.2 Employees with five (5) weeks' vacation may, at the employee's option, be paid for the fifth week in lieu of time off.

Section 8.3 Employees hired prior to November 1, 2016 may accrue vacation in the year prior to a voluntary retirement and be paid for the one year's accrued vacation upon retirement. Employees hired after November 1, 2016 may carry over a maximum of two additional weeks in the year prior to a voluntary retirement and be paid for the two weeks extra accrual upon retirement.

Section 8.4 Employees may schedule up to three (3) vacation days in one-half day increments during each vacation year.

## **ARTICLE 9**

### **Sick Leave**

Section 9.1 Full-time employees are entitled to sick leave pay only when they are physically unable to work due to illness or injury, or when the employee needs leave to care for an immediate family member (immediate family member as defined under the Family and Medical Leave Act) due to a physical or mental health condition of the family member. The University may

require a physician's certification or other official verification of the reasons for taking sick time in cases of chronic, patterned or long-term absences or usage of sick time.

Section 9.2 An employee shall become eligible for paid sick days after the completion of twelve (12) months of continuous service as follows:

- (a) Each January 1, each employee shall be credited with twelve (12) sick days for the new calendar year. Employees shall have the privilege of accumulating up to one hundred twenty (120) sick days. New employees hired after January 1 of any year shall be credited with one sick day per month, following twelve months employment, for each month remaining in the calendar year.
- (b) At the end of each calendar year, each employee will be paid in cash, upon request, the equivalent of one-half of a day's pay for each day of unused sick leave; sick days which have been paid for shall be considered to have been used. Solely for employees hired on or before October 16, 2013, at the time of retirement each employee who has completed twenty (20) or more years of service will be paid in cash, upon request, his or her regular hourly rate as described in Exhibit A for each hour of unused sick leave. In the event that an employee with twenty (20) or more years of service who was hired on or before October 16, 2013 dies prior to separation of service, the University will issue payment of one-half of a day's pay for each day of unused sick leave to the designated beneficiary. Employees hired on or after October 17, 2013 will be eligible for the same payment of unused sick time as is paid to eligible non-represented classified staff members, in the same

amount and with the same eligibility criteria. In the event that an employee who was hired on or after October 17, 2013 is eligible for payment of unused sick time and dies prior to separation of service, the University will issue payment as described above to the designated beneficiary.

- (c) There shall be no accrual of vacation or sick days while receiving Workers' Compensation Benefits, short term disability benefits, long term disability benefits or on a leave of absence. An employee who works and completes at least five (5) eight (8) hour shifts in any calendar month shall earn his/her accrual of sick and vacation time for that month.

Section 9.3 Employees who are eligible for short term disability benefits, consistent with the provisions of the short term disability insurance carrier, shall receive a benefit of sixty per cent (60%) of his/her rate as described in Exhibit A. This benefit payment begins on the first (1<sup>st</sup>) calendar day for an accident and on the eight (8<sup>th</sup>) calendar day for illness and continues for the duration of the disability to a maximum of twenty-six (26) weeks. Any and all amendments made to these benefits for the University's non-represented Staff, other than changes to waiting periods, shall be applicable and effective on the exact same basis to members of the bargaining unit.

Section 9.4 Bargaining unit employees are eligible to participate in the University's voluntary sick bank program on the exact same basis as non-represented staff. Any and all amendments made to this benefit for the University's non-represented staff shall be applicable and effective on the exact same basis to members of the bargaining unit.

## **ARTICLE 10**

### **Personal Leave Without Pay/Bereavement/Jury Duty Pay/Parental Leave**

Section 10.1 An employee is entitled to be absent without loss of pay for a death in the immediate family. The absence for the death of a child, spouse, parent, parent-in-law, brother,

sister, grandparent, grandchild, or step-child shall not exceed one (1) work week, which shall not exceed forty (40) hours. 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.

Section 10.2 Any employee who is required to serve on a jury shall be paid the difference between jury duty pay and his normal day's pay for each day spent on jury duty.

Section 10.3 (a) Employees may request a leave of absence without pay to attend to specific personal circumstances. If granted, these leaves may not exceed sixty (60) working days. Employees may not use accrued paid vacation days to extend the length of the leave beyond sixty (60) days. However, accrued vacation days may be used during the leave to receive pay. Any such arrangements must be approved by Departmental Supervision and the Director of Labor Relations.

- (b) To initiate a request for an unpaid leave, the employee must first discuss the reasons for requesting a leave with his/her departmental supervisor. The departmental supervisor will discuss the circumstances with the Director of Labor Relations.
- (c) If it is determined that a leave is warranted, the employee will be notified by his/her departmental supervisor in writing. Prior to the leave, the employee, the departmental supervisor and the Director of Labor Relations must approve a written agreement. This agreement must include the starting date of the leave, the ending date of the leave, and the departmental agreement to reinstate the employee, provided that the leave is sixty (60) or fewer work days.

- (d) While on leave, an employee does not accrue vacation or sick time. Should an employee fail to return from a leave at the agreed upon time, he/she is considered to have voluntarily resigned, and loses all employment rights. Insurance benefits are suspended for an employee on a leave of absence; however, the employee may make arrangements to continue participation in insurance benefits via the University Benefits Office. The full cost of any benefits will be borne by the employee. Any arrangements for continuance of benefits must be made prior to the leave.

Section 10.4 University Policy ER 09 Leave Under the Family and Medical Leave Act for Staff (formerly 07-07-02, Family and Medical Leave Act), shall be applicable to all members of the bargaining unit. Additionally, to the extent that short term disability benefits are approved, such benefits shall run concurrently with the Family and Medical Leave. As long as the employee complies with all the provisions of the policy, including his/her return to work. seniority shall not be broken. Amendments to the policy shall be applicable to the employees in the bargaining unit.

Section 10.5 The University grants military leave and re-employment rights to eligible bargaining unit employees, pursuant to applicable federal and state law.

Section 10.6 Bargaining unit employees are eligible to participate in the University's Paid Parental Leave on the exact same basis as non-represented staff. Any and all amendments made to this benefit for the University's non-represented staff shall be applicable and effective on the exact same basis to members of the bargaining unit.

## **ARTICLE 11**

### **Employee Benefits**

Section 11.1 Life Insurance

Life and Accidental Death and Dismemberment Insurance benefits available to employees in the bargaining unit can be found under Benefits on the OHR website. Any and all amendments made to these benefits for the University's non-represented Staff shall be applicable and effective on the exact same basis to members of the bargaining, unit. Annual salary shall be calculated on the basis of the regular hourly rate times 2,080 hours, rounded to the next higher thousand dollars. Overtime shall not be included in the calculation.

#### Section 11.2 Disability Insurance

Long term disability benefits available to employees in the bargaining unit can be found under Benefits on the OHR website. Any and all amendments made to these benefits for the University's non-represented Staff shall be applicable and effective on the exact same basis to members of the bargaining unit. Annual salary shall be calculated on the basis of the regular hourly rate times 2,080 hours, rounded to the next higher thousand dollars. Overtime shall not be included in the calculation.

The University agrees to deduct additional employee-paid disability coverage from an employee's pay upon receiving appropriate written authorization from that employee.

#### Section 11.3 Retirement Benefits

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 staff. Any and all amendments made to the Plan, including the decision to offer or not offer a particular plan, shall be applicable and effective on the exact same basis to members of the bargaining unit. The University's Defined Benefit Plan was closed to new entrants from this bargaining unit effective November 1, 2016.

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.

#### Section 11.4 Medical Insurance

All regular University employees in the bargaining unit shall choose from among the same medical insurance options on the same basis and at the same cost made available to the University's non-represented Staff. Eligible employees whose start date is the first working day of a given month shall have medical insurance 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.

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 from those 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 option added by the University to its non-represented 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 medical insurance options.

In the event that the University switches carriers for a given medical insurance option, an equivalent plan design shall be maintained. The University agrees to provide written notice of any such change to the Bargaining Unit Business Representative.

#### Section 11.5 Benefits at Retirement

The official University retirement age is 62. An eligible employee who retires on or after age 62 but before age 65 may continue in the active health insurance plan of his or her choice on the same basis as participating employees until age 65. The benefits available to the University's non-represented staff upon retirement on or after official University retirement age, including medical insurance, the Defined Dollar Benefit Program and life insurance benefits, and any amendments to such benefits, shall be available to bargaining unit members upon retirement on or after official University retirement age on the exact same basis and at the same cost. The foregoing is intended to describe the right of bargaining unit employees who retire on or after the University's official retirement age to participate in the non-pension retiree benefits programs generally available to the University's non-represented employees, on the same basis and at the same cost as non-represented employees. It has no broader interpretation, shall not limit the right of the University either to modify or terminate benefit programs for non-represented employees or retirees, or to offer special programs or plans, limited in eligibility, scope or duration, to non-bargaining unit employees, and shall not be construed to afford bargaining unit members a right of eligibility for or to participate in any such programs or plans.

Section 11.6 The University shall make dental and vision and long term care benefits available to bargaining unit employees on the same basis and at the same cost as they are available to non-represented staff.

## **ARTICLE 12**

### **Uniforms**

Section 12.1 Each employee who is required to wear a uniform shall be furnished five (5) uniform sets and a multi-season jacket upon completion of the probationary period and four (4) uniform sets per year thereafter. Each uniform shall bear the employee's proper name. In May every other year a multi-season jacket shall be purchased for each employee. The University



and the Union agree that employees with three (3) or more years of service may substitute uniform pieces so long as the cost to the University is equal or less to the cost of four uniform sets (plus the cost of one jacket every other year) at the current value of the current year for four (4) sets of uniforms and a multi-season jacket every other year. Employees may also purchase additional approved items from the catalogue at their own cost.

Each contract year each employee will be furnished work boots in an amount up to \$150 from management's approved vendor. It is understood and agreed that all bargaining unit employees are required to wear approved work boots at all times while on duty. In the event that an employee wants to purchase boots that are not currently provided through the vendor, the employee can request that management add the boot to the vendor list. Employees are permitted to purchase boots that exceed \$150 in value but will be required to pay the difference.

Section 12.2 The University shall provide protective clothing and devices where required.

**ARTICLE 13**  
**Termination Pay**

Section 13.1 When voluntarily retiring at the University's official retirement age, an employee who was hired prior to November 1, 2016 shall receive in addition to his accrued vacation credits, termination pay as follows:

5 to 10 years service	One (1) weeks pay
10 to 15 years service	Two (2) weeks pay
15 to 20 years service	Three (3) weeks pay
20 to 25 years service	Four (4) weeks pay
25 to 30 years service	Five (5) weeks pay
30 or more years service	Six (6) weeks pay

**ARTICLE 14**  
**Seniority**

Section 14.1 Regular employees shall accrue two (2) 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. It shall be used in determining the following rights, as applicable:
  - (1) To determine vacation accumulation rate.
- (b) Work Group Seniority is defined as all continuous service in the Work Group, commencing after completion of the probationary period and retroactive to the date of hire in the Work Group. An employee who is transferred or promoted out of the Work Group shall continue to accrue Work Group seniority for ninety (90) days. If the employee chooses to

return or is returned to the Work Group in the ninety (90) day period, he shall resume his Work Group seniority order. It shall be used in determining the following rights, as applicable:

- (1) To determine the order of layoff by classification within Work Group.
- (2) To determine the order of recall.
- (3) To determine vacation schedules from among the times made available by the University.
- (4) To determine a vacancy on a day shift assignment.

In recognition of the special responsibilities of the Foremen and Lead Engineers, it is agreed that applicants for these positions must have completed appropriate training in order to be eligible to bid on the position.

- (c) In accordance with Section 26.1, in all cases of promotion, the following shall be determining factors:

-Length of service      - Ability to perform work

When ability is relatively equal, Work Group Seniority shall apply then length of service in classification, then University Seniority shall apply, pursuant to Section 26.1. The University retains the sole right to determine the employee's "ability to perform the work" and any employee so promoted has sixty (60) days in which to prove his or her ability. Should the employee be incapable of satisfactorily performing the work in the sole judgment of the University, the University may return the employee to his or her previous status.

Section 14.2 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 fails to report to work after a layoff within ten (10) calendar days after being notified to do so by mail to his last address in the University's records, unless reasonable justification for the delay can be shown.
- (d) An employee is laid off for a period of twelve (12) continuous months.
- (e) An employee fails to return to work within three (3) days following the end of a leave of absence or any extension thereof.
- (f) An employee is absent from work without notifying the University for three (3) working days or more, unless the employee's failure to call off is for a valid and verifiable reason.
- (g) An employee is absent from work in excess of eighteen (18) months due to disability; provided, however, that where such absence is due to compensable disability incurred during the course of University employment, such absence shall not break continuous service, provided that such employee has returned to work within seven (7) calendar days after final payment of statutory compensation for the disability or after the end of the period used in calculating a lump sum payment.

Section 14.3 Three Work Groups are recognized for seniority purposes:

Facilities Management – E&G; Facilities Management – Housing; and Facilities Management - Energy Management and Operations Center (EMOC); .

Section 14.4 Layoffs shall be determined by classification in each Work Group. In the event of a lay off or reduction in force, probationary and temporary employees shall be laid off first; apprentices shall be laid off next; operating engineers shall be laid off last. In all cases, Work Group seniority prevails.

## **ARTICLE 15**

### **Probationary Period**

Section 15.1 All new employees shall be on a probationary period for ninety (90) calendar days. Such employees may be terminated at any time during the probationary period at the University's discretion. The University may request a 30-day extension of the probationary period. No such discharge shall be subject to the grievance or arbitration provisions of this Agreement, nor shall such probationary employee be entitled to any benefits set forth in this Agreement, unless otherwise provided. Upon successful completion of the probationary period, employees shall become regular employees and they shall be given seniority retroactive to their last date of hire. "Regular employee" is defined to mean a full-time employee who has completed his or her probationary period.

Section 15.2 Temporary employees who have been employed for more than ninety (90) consecutive calendar days and who are hired as regular, full-time employees, will not be required to complete the probationary period and will be given seniority retroactive to the last date of hire.

## **ARTICLE 16**

### **Discipline and Discharge**

Section 16.1 The University retains the right to discipline and discharge employees for just cause. A discharged employee may appeal the discharge immediately to the third level of the grievance procedure.

## **ARTICLE 17**

### **Grievance Procedure**

Section 17.1 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 claimed violation of any provision of this Agreement.

#### Section 17.2

Step I - If a grievance shall arise, the grievant shall file a written grievance with his immediate manager and shop steward within seven (7) workdays after the occurrence of the grievance or the grievant should reasonably know of its occurrence. The written grievance shall contain the name and job title of the grievant, the date of the incident, the basis of the grievance, the remedy sought and is to be signed by the grievant or the local union steward. The immediate manager, or his designated representative, the grievant and the union steward shall meet at a mutually agreeable time within seven (7) workdays to attempt to adjust the grievance. The immediate manager shall give a written answer to the grievant and shop steward within seven (7) workdays after the meeting of the parties.

Step II - If the grievance is not settled in Step I, the grievant may appeal it, by giving a written notice of such appeal with seven (7) work days after the receipt of a written answer at Step I. to the Division Director or his designated representative, who shall discuss it with the grievant, his steward (when requested by the Union) and his Union representative at a mutually agreeable time within ten (10) work days. The Director or his designated representative shall give a written answer within ten (10) workdays after the meeting of the parties.

Step III - If the grievance is not settled by the University and Union at Step II, it may be appealed by the Union to the Director of Labor Relations by giving a written notice of such appeal within seven (7) work days after the receipt of a written answer from the Division Director or his

designated representative. The Director of Labor Relations or his designated representative shall discuss the grievance with the grievant, his steward (when requested by the Union) and Union representative at a mutually agreeable time within ten (10) workdays. The Director of Labor Relations or his designated representative shall give his written answer within ten (10) workdays after the meeting of the parties.

Step IV - If the grievance is not settled by the Union and the University in Step III, either party may, upon written notice given to the other party within fifteen (15) work days after the receipt of the answer at Step III, submit the grievance to arbitration in accordance with the procedure set forth in Article 18. The parties agree to follow each of the foregoing steps in the processing of a grievance.

Section 17.3 The time limits herein set forth may be extended by mutual consent of the Union and the University. For each step in the grievance procedure, if the University does not provide a response in the stated time period, the grievance shall automatically proceed to the next step.

Section 17.4 If a grievance is once settled at any stage of the grievance procedure, it shall be considered closed and not subject to any other steps of this procedure.

Section 17.5 Any written grievance which has been presented under the grievance procedure and which is not appealed to the next step within the applicable time specified in this Article, and any grievance which has not been presented under the grievance procedure within the time period for presentation of grievances, shall be considered as settled and shall not be subject to further discussion or appeal.

## **ARTICLE 18**

### **Arbitration**

Section 18.1 If any grievance is not resolved in the foregoing Grievance Procedure (Article 17), it may be submitted to arbitration, in accordance with the rules of the American Arbitration Association.

Section 18.2 The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall not have authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The expense of the arbitrator shall be borne equally by the Union and the University.

Section 18.3 Any grievance settled below Step IV shall not be a precedent.

Section 18.4 Nothing in Article 17 or 18 shall prevent the parties from settling an alleged grievance to their mutual satisfaction prior to the issuance of the arbitration decision.

Section 18.5 The parties, by their mutual consent, may extend or waive time limits at any point in the grievance procedure.

## **ARTICLE 19**

### **Management Rights**

Section 19.1 Subject only to the limitations stated in this Agreement, the Union recognizes that the University retains the exclusive right to manage its business including (but 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, and to conduct its operations in an effective manner.

## **ARTICLE 20**

### **Equal Opportunity**

Section 20.1 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. The use of gendered 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.

**ARTICLE 21**  
**No Strike - No Lockout**

Section 21.1 The Union agrees that it will not collectively, concertedly, or individually engage in or participate, directly or indirectly, in any strike, slowdown, stoppage, picketing or any other interference with or interruption of the work or operations of the University during the period of this Agreement.

Section 21.2 No officer or representative of the Union shall authorize, instigate, aid or condone any strikes, and no employee shall participate in any strike.

Section 21.3 The University agrees that it will not lockout any of the employees in the bargaining unit during the period of this Agreement.

**ARTICLE 22**  
**Savings Clause**

Section 22.1 Should any Article, Section, or 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. The remainder of this Agreement shall remain in full force and effect for the entire term of this Agreement. In the event any Article, Section, or portion of this Agreement is held to be unlawful and unenforceable by any court of competent jurisdiction, the parties shall meet to seek a mutually satisfactory replacement only for the Article, Section or portion held to be unlawful.

**ARTICLE 23**  
**Safety and Health**

Section 23.1 The University and the Union shall cooperate to insure the employees work in safe conditions. Should an employee feel that his work requires him to work in a hazardous or

unsafe situation, the matter shall be referred to the appropriate supervisor. If the matter is not adjusted to the employee's satisfaction, a grievance may be processed through the grievance procedure.

Section 23.2 Reasonable effort will be made to notify employees in advance of job assignments where there is a known use of radioactive materials, biohazardous materials, and/or biohazards so that appropriate equipment or procedures may be utilized. If there is a question of a suspected radiation hazard, biohazardous materials, and/or biohazards the employee may elect to request that the foreman contact the Environmental Health and Safety Office, whose staff shall determine what, if any, exposure hazard exists; and what, if any, special equipment or procedures are recommended.

Section 23.3 The parties agree that the University may implement a Substance Abuse Policy that includes reasonable suspicion testing.

## **ARTICLE 24**

### **Educational Benefits**

Section 24.1 Educational benefits are the same as those available to the University's non-represented Staff as described in the ER 06 Employee/Spouse/Dependent Scholarships for Staff *Policy* (formerly 07-11-01), the ER05 Effect of Separation on Eligibility for Staff Scholarship Benefits *Policy* (formerly 07-11-02), Procedure AC 69 (formerly 09-03-01), and *Policy 09-05-16*. They are part of this agreement. Any and all amendments made to these benefits for the University's non-represented Staff shall be applicable and effective on the exact same basis to members of the bargaining unit.

Section 24.2 The education benefits available to all regular employees in the bargaining unit are specified in the sections below.

Section 24.3 Employees shall be entitled to participate in the University's employee education benefit program, for themselves, at the beginning of the next term following the completion of the employee's initial probationary period in the bargaining unit.

Section 24.4 After an employee has been on the active University payroll for twelve (12) consecutive months, the spouse of the employee, as recognized by the Commonwealth or as a registered same sex domestic partner under University policy, shall be entitled to participate in the University's education benefit program on the following basis, at the beginning of the next term.

Section 24.5 After an employee has completed his or her initial probationary period in the bargaining unit, a dependent child, as recognized under the applicable Federal Income Tax disclosure, shall be eligible to participate in the University's education benefit on the following basis, at the beginning of the next term. For all University courses covered by the education benefit, the dependent child shall be entitled to tuition in full, regardless of hire date.

Section 24.6 All costs and fees applicable to the University's Staff education benefit program are applicable to the bargaining unit.

Section 24.7 Education Fund

The University agrees to contribute to the International Union of Operating Engineers, Local 95 Training Fund ("Fund") at the following rates and on the following schedule:

First Year of Collective Bargaining Agreement	Fifteen cents (\$0.15) per hour for all hours paid for all employees covered by the Collective Bargaining Agreement
Second Year of Collective Bargaining Agreement	Seventeen cents (\$0.17) per hour for all hours paid for all employees covered by the Collective Bargaining Agreement
Third Year of Collective Bargaining Agreement	Eighteen cents (\$0.18) per hour for all hours paid for all employees covered by the Collective Bargaining Agreement

Fourth Year of Collective Bargaining Agreement	Nineteen cents (\$0.19) per hour for all hours paid for all employees covered by the Collective Bargaining Agreement
Fifth Year of Collective Bargaining Agreement	Twenty cents (\$0.20) per hour for all hours paid for all employees covered by the Collective Bargaining Agreement

The University shall submit a report listing all hours worked for all eligible employees and submit such report, along with contributions, by the 15<sup>th</sup> of the month following the month in which the employees worked. The University agrees to be bound by rules and procedures established from time to time by the Trustees of the Fund and by the Agreement and Declaration of Trust governing the Fund. Upon the failure of the University to make the required reports or payments to the Fund or its designated agent, and after notice of same with a failure to cure within thirty (30) days after such notice, the Union and/or the Board of Trustees of the Fund may, in their sole discretion, bring an appropriate action in any court of competent jurisdiction to enforce the filing of such reports and the payment of all contributions due and to collect such interest, reasonable counsel fees, costs of suit and payroll audit expenses to which the Fund is entitled under the Fund's rules and procedures or the provisions of law.

## **ARTICLE 25**

### **Applicant Referrals**

Employment applications are submitted via the University online system. As vacant positions are to be filled, the Union shall, at its discretion, refer applicants for employment to the University's employment office, on the same basis as other referral sources. The University shall not be required to hire any specific individual for any specific position.

## **ARTICLE 26**

### **Job Vacancies**

Section 26.1 When a new bargaining unit position is created or the University otherwise determines that a vacancy exists, the University shall make the vacancy available to qualified employees in the same classification and same work group as the vacancy, in order of Work Group seniority.

When a vacancy remains unfilled, the position shall be posted five (5) work days. The posting shall include the qualifications for the job, the job duties, and the days and hours normally assigned to work the job. Qualified and capable bidders in the work group where the vacancy arises will be given first preference. In the event more than one qualified and capable bidder exists in the work group where the vacancy arises, Work Group seniority shall be used as the deciding factor between them. If the vacancy is not filled from within the work group, and more than one qualified and capable bidder exists outside the work group, length of service in the vacancy classification shall be the deciding factor between them. If there is no bidder or no successful bidder the job shall be filled by other sources. A successful bidder who does not prove to be qualified and capable of performing the job during the first sixty (60) days worked on the new job shall be returned to his or her previous position.

Any employee who has been suspended shall be ineligible to bid on positions outside the employee's current work group for a period of twelve (12) months from the effective starting date of the suspension.

Section 26.2 Each Work Group in the bargaining unit shall be notified of all vacant positions for Operating Engineer and Operating Engineer Apprentice which the University intends to fill. Members in any work group who meet the minimum qualifications for such positions shall be interviewed and given consideration along with applicants from other sources.

Section 26.3 If an employee is the successful bidder for a position, the employee will not be allowed to bid on another lateral position on the same shift for 12 months, regardless of whether the employee accepts or rejects the position.

**ARTICLE 27**  
**Intentionally Left Blank**

**ARTICLE 28**  
**PAC Fund**

Section 28.1 The University agrees to honor authorizations for check off of political contributions from employees who are Union members in a form to be submitted by the Union, and to forward all contributions and reports on contributions on or before the fifteenth <sup>(15<sup>th</sup>)</sup> day of each month for the previous work month to the International Union of Operating Engineers, Local 95 AFL-CIO, Political Action Fund.

**ARTICLE 29**  
**Labor/Management Committee**

Section 29.1 By mutual agreement, the University and the Union shall provide for a Labor/Management Committee. Employee participation on the Committee 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 engage in Committee business. The purpose of the Committee will be to foster understanding and cooperation between the parties, with the express purpose of improving the daily work environment. 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 the composition of the Committee from each Work Group, with equal representation from the Union and the University. 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, processes within the University and/or productivity of employees. It is understood that the grievances of individual employees shall not be subject to discussion at Committee meetings. Further, the meetings shall not be for any purpose which would modify, add to, or detract from the provisions of this Agreement. The parties will meet at mutually agreed upon times and locations at least every quarter. The University and the Union agree to exchange an agenda of topics to be discussed at Committee meetings at least five (5) working days in advance of the date set for each 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 and/or the Union may present those items at future meetings. The University and/or the Union may present items not on the agenda, which may be discussed at the meeting by mutual agreement.

### **ARTICLE 30** **Personnel Files**

Section 30.1 Bargaining unit employees shall be granted access to their personnel files pursuant to *University Policy ER01 Access to Employee Personnel Files (formerly 07-06-05)* after giving a written request at a mutually agreed time and location and within a reasonable time after the request. Nothing may be removed from the file and photocopies may be made at the employee's expense.

Section 30.2 After twelve (12) months, a disciplinary action will not be used to initiate further discipline. Initiate shall mean the primary cause for issuing new discipline. It is understood that previous discipline may be relevant to disciplinary decisions consistent with sound principles of just cause.

**ARTICLE 31**

**Licenses**

**Section 31.1** The University will pay for all job-related licenses and certifications that are required by the University.

**ARTICLE 32**

**Term of Contract**

**Section 32.1** This Agreement shall be effective as of May 1, 2024 and shall remain in full force and effect until April 30, 2029. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than fifteen (15) days thereafter. In witness whereof, the parties hereto have set their hands:

THE UNIVERSITY OF PITTSBURGH

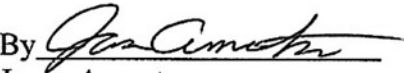
OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION

AND

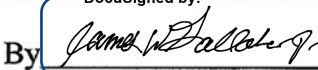
INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 95-95A, AFL-CIO

FOR THE UNION:

By   
Jason Amenta  
Business Manager

FOR THE UNIVERSITY

By   
James Gallaher  
Vice Chancellor, Human Resources



## EXHIBIT A WAGE SCHEDULE

Job Classification	5/1/24	5/1/25	5/1/26	5/1/27	5/1/28
Foreman*	\$42.69	\$43.97	\$45.28	\$46.64	\$48.04
Lead Engineer*	\$41.70	\$42.95	\$44.24	\$45.57	\$46.94
Operating Engineer	\$38.79	\$39.96	\$41.16	\$42.39	\$43.66
Energy Mgt. Tech.	\$38.79	\$39.96	\$41.16	\$42.39	\$43.66
Maintenance Mechanic	\$28.17	\$29.02	\$29.89	\$30.78	\$31.71
EMOC Technician	\$41.56	\$42.80	\$44.09	\$45.41	\$46.77
EMOC Coordinator	\$31.17	\$32.11	\$33.07	\$34.06	\$35.09

\*Wage rates for Foreman, and Lead Engineer job classifications are increased to the following percentages higher than the Operating Engineer wage rate: Foreman 10% and Lead Engineer 7.5%.

In the event a Lead position is utilized in the Maintenance Mechanic or EMOC Technician classifications, a wage differential of 7.5% of the regular classification rate of pay for that position shall be paid. Lead Mechanics or Lead Technicians, if any, shall be appointed as specified in Article 14, Section 14.1(c). Qualifications and duties for the Lead Mechanic and Lead Technician shall be determined by the University, and made available to the Union. The University shall notify the Union of any changes in qualifications or duties of the Lead Mechanic or Lead Technician. Lead Mechanics and Lead Technicians may be assigned as needed to accommodate operational needs. In no event is the University obligated to utilize any Lead Mechanic or Lead Technician. The decisions of whether and when to utilize a Lead Mechanic or Lead Technician are solely within the University's discretion, and the Lead Mechanic or Lead Technician may be discontinued at any time.

In the event an EMOC Foreman is utilized, a wage differential of 10% of the regular EMOC Technician rate of pay shall be paid. Such Foreman, if any, shall be appointed as specified in Article 14, Section 14.1(c). Qualifications and duties for the EMOC Foreman shall be determined by the University, and made available to the Union. The University shall notify the Union of any changes in qualifications or duties of the EMOC Foreman. EMOC Foremen may be assigned as needed to accommodate operational needs. In no event is the University obligated to utilize any EMOC Foreman. The decisions of whether and when to utilize an EMOC Foreman are solely within the University's discretion, and the EMOC Foreman may be discontinued at any time.

## **EXHIBIT B APPRENTICE PROGRAM**

Section 1      The Article is intended to provide a means of on-the-job and classroom training to produce qualified and competent engineers.

Section 2      Openings for Apprentice positions shall be posted throughout the bargaining unit. Notwithstanding the provisions of Article 26 of this Agreement, the University shall have the sole right to determine if any bidder is suitable and qualified for the position as well as who, if anyone, will be selected for the position, and such determinations shall not be subject to the grievance or arbitration provisions of this Agreement. Notwithstanding the provisions of Article 15 of this Agreement, any person selected to be an Apprentice from within or from outside the University shall be on probationary status for six (6) months. Such probationary employees may be terminated at any time during the termination period at the University's discretion, and no such termination shall be subject to the grievance or arbitration provisions of this Agreement. If an individual transfers from another bargaining unit position to an Apprentice position and is terminated during the probationary period, the individual will be returned to his/her former position. Individuals who transfer to an Apprentice position from another University position shall maintain their University benefits during the probationary period.

Section 3      The Apprentice Engineer will be provided with on the job training covering all aspects of duties scheduled work orders with a journeyman until management, with consultation from the foreman, believes that the apprentice is competent on individual tasks.

Section 4      This Article shall be subject to review annually and may be modified if both parties agree, otherwise, it shall remain in full force and effect for the duration of this Agreement.

Section 5      An Apprentice will receive 8,320 hours of on the job training while attending class in their off hours for four years.

Section 6 In order to advance on rate of pay scale, the Apprentice must successfully complete the designated class or an agreed upon substitute and pass the appropriate NIULPE Test. In addition, at the conclusion of every six months of service and prior to advancing to the next rate of pay, the University shall determine whether the Apprentice is eligible for promotion to the next level. If the University determines that the Apprentice is not eligible for promotion he/she shall be terminated. Such determination is not subject to the grievance or arbitration provisions of this agreement.

Service	% of Journeyman's Hourly Rate & Pension	Course	NIULPE LICENSE
6 Months	65%	Electricity I	
12 Months	70%	HVACR I	
18 Months	75%	High Pressure Boiler	
24 Months	80%	HVACR II	4 <sup>th</sup> Class
30 Months	85%	Electricity II	
36 Months	90%	Plumbing I	3 <sup>rd</sup> Class
42 Months	95%	HVACR III	
48 Months	95%	Test Prep Course	2 <sup>nd</sup> Class

Apprentice must obtain a 4<sup>th</sup> Class NIULPE License before their two (2) year anniversary and a 3<sup>rd</sup> Class NIULPE License before their three (3) year anniversary. A 2<sup>nd</sup> Class License must be obtained prior to their 5<sup>th</sup> year anniversary and receive a Journeyman's Assignment.

Section 7 Failing to obtain proper licensing in the given time period can result in termination.

Section 8 At the conclusion of 48 months of service, the University may determine that the apprentice is not eligible for promotion to a journeyman position. Upon such determination, the employment of the apprentice shall be terminated. This determination shall not be subject to the grievance or arbitration provisions of this agreement. If the University decides that the apprentice is eligible for a promotion, he/she shall remain at the 95% rate until a permanent journeyman's position is open; however, the apprentice shall be able to work as assigned by

management without supervision by a Journeyman, and if after six (6) months the apprentice still has not been promoted, the apprentice shall receive 100% of the Journeyman's rate.

Section 9 If the contract requires a City of Pittsburgh Stationary Engineers License, the apprentice must obtain a City of Pittsburgh Stationary Engineers License prior to a journeyman's assignment or a 2<sup>nd</sup> class NIULPE II License.

Section 10 The maximum number of apprentices shall not exceed one (1) apprentice per six (6) journeymen engineers in any work group.

Section 11 The cost of the classes will be paid for out of the Education Trust Fund.

Section 12 The Employer has the option of starting a new employee anywhere on the Apprentice scale by taking into consideration their past experience and schooling.

Section 13 For the purposes of promotion, bidding or lay off, seniority earned as a journeyman takes precedence over seniority earned as an apprentice.

## **EXHIBIT C**

### **EMOC COORDINATOR TRAINING PROGRAM**

Section 1      Openings for Trainee positions shall be posted throughout the bargaining unit. Notwithstanding the provisions of Article 26 of this agreement, the University shall have the sole right to determine if any bidder is suitable and qualified for the position as well as who, if anyone, will be selected for the position, and such determinations shall not be subject to the grievance or arbitration provisions of this agreement. Notwithstanding the provisions of Article 15 of this agreement, any person selected to be a Trainee from within or from outside the University shall be on probationary status for six (6) months. Such probationary employees may be terminated at any time during the probationary period at the University's discretion, and no such termination shall be subject to the grievance or arbitration provisions of this agreement. If an individual transfers from another Local 95 bargaining unit position to a Trainee position and does not prove to be qualified and capable of performing the job during the six-month probationary period applicable to this Trainee position, the individual shall be returned to their previous position within the bargaining unit. Individuals who transfer to a Trainee position from another University position shall maintain their University benefits during the probationary period. If an individual transfer to a Trainee position from another University position or is an external hire and does not prove to be qualified and capable of performing the job during the six-month probationary period applicable to this Trainee position, their employment shall be terminated.

Section 2      The Trainee will be provided with on-the-job training covering all aspects of duties until management believes that the Trainee is competent on individual tasks.

Section 3      This Article shall be subject to review annually and may be modified if both parties agree, otherwise, it shall remain in full force and effect for the duration of this agreement.

Section 4 A Trainee will receive 4,160 hours of on-the-job training while attending class in their off hours for two years.

Section 5 In order to advance on the next rate of pay scale, the Trainee must successfully complete the designated class schedule or an agreed upon substitute. In addition, at the conclusion of every six months of active service and prior to advancing to the next rate of pay, the University shall determine whether the Trainee is eligible for promotion to the next level. If the University determines that the Trainee is not eligible for promotion following the conclusion of the six-month probationary period, the Trainee's employment shall be terminated. Such determination is not subject to the grievance or arbitration provisions of this agreement.

Service	% of Journeyman's Hourly Rate and Pension	Course
0-6 months	65%	HVACR I (13 week course)
7-12 months	75%	HVACR II (13 week course)
13-18 months	85%	DDC I (13 week course)
19-24 months	95%	DDC II (13 week course)

Section 6 At the conclusion of 24 months of service, the University may determine that the Trainee is not eligible for promotion to an EMOC Coordinator position. Upon such determination, the employment of the Trainee shall be terminated. This determination shall not be subject to the grievance or arbitration provisions of this agreement. If the University decides that the Trainee is eligible for a promotion, they shall remain at the 95% rate until a regular status EMOC Coordinator's position is open; however, the Trainee shall be able to work as assigned by management without supervision, and if after six (6) months the Trainee still has not been promoted, the Trainee shall receive 100% of the EMOC Coordinator's rate in effect at that time.

Section 7      Upon successful completion of the Trainee program and being hired as a full-time employee, although not required, it is recommended and encouraged by the University and Local 95 for the employee to continue their classroom training by completing, at minimum, HVAC III, HVAC IV, and Boiler Operator courses.

Section 8      The maximum number of Trainees shall not exceed one (1) Trainee per three (3) regular status EMOC Coordinators.

Section 9      The cost of the classes will be paid for out of the Education Trust Fund.

Section 10     The University has the option of starting a new employee anywhere on the Trainee scale by taking into consideration their past experience and schooling.

Section 11     For the purposes of promotion, bidding or layoff, seniority earned as a journeyman takes precedence over seniority earned as a Trainee.