

AGREEMENT

Between

THE UNIVERSITY OF PITTSBURGH
OF THE COMMONWEALTH OF HIGHER EDUCATION AT
BRADFORD, GREENSBURG AND TITUSVILLE

and
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 95-95A, AFL-CIO

July 1, 2024 to June 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, AT BRADFORD, GREENSBURG, AND TITUSVILLE, (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 reaching agreement with respect to wages, hours, and other conditions of employment for the classifications listed in Appendix “A”, employed at the University’s campuses located in Bradford, Greensburg, and Titusville.

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 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 fees, divided equally over the employee's first three (3) paychecks, and monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. 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. Union dues shall be deducted from the second bi-weekly paycheck of the month. Further, the union shall provide written notice to the University of the failure of any person to maintain his or her union membership in good standing as required herein. Within five workdays following receipt of such notice, the University shall provide written notice to the employee of such failure. The employee shall have thirty calendar days from the date of the University's notice to remedy the situation. Should the University not receive written notice from the union within five work days following the thirty day period that the employee has remedied the situation, the employee shall be dismissed.

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.

Section 4.2 The Union agrees to provide the University with written notification of the names of the above Union representatives.

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.

ARTICLE 5

Wages

Section 5.1 The job classifications of the employees in the bargaining unit covered by this Agreement and the wages to be paid to such employees are set forth in Appendix "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 workweek for full time employees shall consist of five consecutive work days of eight (8) hours duration with two consecutive days off. This shall not preclude an employee from working a sixth or seventh consecutive day on an overtime basis to meet the needs of the University.

Section 6.2 The workweek for employees whose regular schedule is less than forty (40) hours per week is determined entirely based upon the needs of the Campus, and is subject to change without notice.

Section 6.3 Each Work Group shall continue its current rules and policies which address scheduled meal periods and paid breaks. Paid breaks shall not be used to extend the meal period or to alter the scheduled hours of work.

Section 6.4 A work schedule shall be posted for all regular employees. No changes in the work schedule shall be made with less than seven (7) calendar days notice to the employee(s).

Section 6.5 Where applicable, employees shall bid their preference for days and hours by seniority within each job classification in the Work Group. The bid process shall take place at least once per calendar year.

Section 6.6 In order to accommodate operational needs, or to fill in for vacancies, call offs for sick leave, or other absences, employees may be subject to temporary reassignment within their Work Group and classification. Employees shall not be reassigned for arbitrary reasons, and shall be returned to their normal schedule and assignment at the conclusion of the temporary reassignment.

Section 6.7 The opportunity or obligation for overtime hours shall be made available on an equal basis for all employees in a given Work Group by job classification and seniority. If an insufficient number of employees accept an overtime assignment, the least senior qualified employee shall be assigned the job until a sufficient number of employees have been assigned to the job. Employees who refuse an overtime assignment shall be charged with a turn as if the overtime has been worked.

Section 6.8 An employee who performs work in a higher paid classification for at least three (3) hours during his or her shift shall be paid at the rate for the higher paid classification for all hours worked on the shift.

Section 6.9 Effective upon ratification of this Agreement employees called to work when not scheduled shall be guaranteed pay for three (3) hours at the appropriate rate. Hours worked when called in, at a minimum of three (3) hours, shall be considered as time worked for overtime purposes; hours on call but not worked shall not be so considered. An employee on call for one (1) week shall be paid an additional six and one-half (6 ½) hours at his/her regular hourly rate as compensation for being on call for that week. In addition, workers on call during a work week with a holiday recognized under this Agreement will receive an additional ½ hour (for a total of 7 hours) of compensation at their regular hourly rate.

Section 6.10 Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work. All hours worked over forty (40) in any one week shall be considered overtime and paid at the rate of time and one-half (1-1/2) the regular rate.

Section 6.11 All hours paid except sick leave shall be considered as time worked for the purposes of computing overtime. There shall be no pyramiding of overtime.

Section 6.12 A roster shall be posted in each Work Group. The roster shall be updated not less than quarterly. The roster shall include overtime assignments completed and overtime assignments refused by the employee.

ARTICLE 7

Holidays

Section 7.1 The following holidays shall be paid at the rate of eight (8) hours of pay plus one and one half (1 ½) times the employee's regular hourly rate if worked; straight time if not worked:

New Year's Day
Martin Luther King Day
Spring Holiday (Date designated by each respective Work Group)
Independence Day
Memorial Day
Juneteenth
Labor Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day

In order to be eligible for a holiday as set forth above, an employee must have worked his/her last scheduled day prior to the holiday and the first scheduled workday subsequent to the holiday, except for pre-approved and pre-scheduled vacation or personal days.

Section 7.2 Employees hired from January 1 through June 30 of a given year shall be entitled to four (4) Personal Holidays for the calendar year in which they were hired and each succeeding calendar year. Employees hired from July 1 through December 31 of a given year shall be entitled to three (3) Personal Holiday for the calendar year in which they were hired, and four (4) Personal Holidays for each succeeding calendar year.

Employees shall request Personal Days at least twenty-four (24) hours in advance. Cases of emergency requests shall be reviewed on a case by case basis. Such requests shall not be unreasonably denied.

Section 7.3 The normally scheduled workweek shall not be altered in such a manner as to avoid premium pay in such workweek.

Section 7.4 Employees shall be entitled to one (1) additional Personal Holiday to be taken on a day designated by the University during the University's designated winter recess.

ARTICLE 8

Vacation

Section 8.1 The Employee shall be credited with the number of vacation days for his years of service as per the schedule below. Vacation days will be credited on the employee's anniversary date and must be used prior to the employee's next anniversary. There shall be no carryover of vacation from one anniversary year to the next.

Employees who have completed one (1) through four (4) years of University service shall be entitled to ten (10) vacation days.

Employees who have completed five (5) through nine (9) years of University service shall be entitled to fifteen (15) vacation days.

Employees who have completed ten (10) through fourteen (14) years of University service shall be entitled to twenty (20) vacation days.

Employees who have completed fifteen (15) through sixteen (16) years of University service shall be entitled to twenty-one (21) vacation days.

Employees who have completed seventeen (17) through eighteen (18) years of University service shall be entitled to twenty-two (22) vacation days.

Employees who have completed nineteen (19) years of University service shall be entitled to twenty-four (24) vacation days.

Employees who have completed twenty (20) or more years of University service shall be entitled to twenty-five (25) vacation days.

Section 8.2 Employees entitled to ten (10) vacation days shall be permitted to take up to six (6) vacation breaks during his or her vacation year.

Employees entitled to fifteen (15) vacation days shall be entitled to take up to nine (9) vacation breaks during his or her vacation year.

Employees entitled to twenty (20) vacation days shall be entitled to take up to twelve (12) vacation breaks during his or her vacation year.

Employees entitled to more than twenty (20) vacation days shall be entitled to up to fifteen (15) vacation breaks per year.

Section 8.3 Each Work Group shall continue its current practices with regard to vacation days taken of less than one (1) day's duration. Vacations shall be awarded by seniority until April 1st of each year and then vacation shall be awarded on a first come first served basis.

Section 8.4 Vacation is earned only when an employee is actively at work or while on approved sick leave. Employees on approved unpaid leave of absence, layoff, Workers' Compensation, leave for which the employee is receiving short-term disability benefits or long-term disability shall not be credited for vacation days for such time. Upon return to work, the employee shall receive a pro-rata share of his/her vacation entitlement based on time worked and on sick leave prior to his/her inactive status.

ARTICLE 9

Sick Leave

Section 9.1 All regular employees are entitled to use accumulated sick leave pay when they are physically unable to work due to illness or injury.

Section 9.2 An employee shall become eligible for paid sick days after the completion of the probationary period.

(a) Each January 1, each bargaining unit employee who has completed his/her probationary period shall be credited with ten (10) sick days for the calendar year. New hires shall accrue one (1) sick day per month following the completion of the probationary period until January 1 of the following year.

(b) At the end of each calendar year, each employee will be paid in cash, upon request, one-half day's pay per day for each day of the previous year's unused sick leave earned; sick days which have been paid for shall be considered to have been used.

(c) Employees who are eligible for short-term disability benefits, consistent with the provisions of the carrier, shall receive a short-term disability benefit of sixty percent (60%) of the employee rate as described in Appendix A, for a period of twenty six (26) weeks. Employees must first use all accrued Sick Leave before an application for short-term disability benefits is filed.

Section 9.3 Sick time may be used for health reasons and for family care (only for family members for whom FMLA leave can be taken) obligations and other conditions which have a bearing on physical and mental welfare.

In all instances, an employee's pay will be docked when more sick days are taken than accrued. Departmental administrators may request a physician's certification or other official verification of the reasons for taking sick time, particularly in cases of chronic, patterned, or long term absence.

In the event of termination, the final pay will include payment for unused sick days if certain age and service criteria are fulfilled. Employees, who are 60 years of age or above and have a minimum 10 years of service or are at least 55 years of age and have a minimum 25 years of

service, will receive a special payment based upon the amount of sick time they have accrued. The payment will be equal to (a) accumulated sick time multiplied by one half of the final base pay daily rate, or (b) \$2,500, whichever is less. In the event an employee who meets the above criteria dies prior to separation of service, the University will issue such payment to the designated beneficiary.

Section 9.4

(a) In no case shall there be two (2) consecutive short-term disability periods of twenty six (26) weeks paid for the same illness or accident, unless the employee re-establishes the benefit period as defined in Section 9.4 (b) below.

(b) An employee shall re-establish the twenty-six (26) week maximum by completion of forty (40) consecutive workdays in a sixty (60) work day period.

(c) Employees shall be eligible for the short-term disability benefits as described above effective on the first of the month after completion of a one month waiting period, following his or her initial employment as a member of the bargaining unit. Employees, who have been employed by the University outside the bargaining unit for a period of thirteen (13) months and then become members of the bargaining unit, shall not be subjected to the aforementioned waiting period.

Section 9.5 Sick leave is earned only when an employee is actively at work or while on approved sick leave. Employees on approved unpaid leave of absence, layoff, Workers' Compensation, leave for which the employee is receiving short-term disability benefits or long-term disability shall not be credited for sick leave for such time. Upon return to work, the employee shall receive a pro-rata share of his/her sick leave entitlement based on time worked and on sick leave prior to his/her inactive status.

ARTICLE 10

Leave Programs

Section 10.1 All leaves of absence must be documented by the department administrator on the Employee Record form for the first available payroll cycle corresponding to the employee's absence from active work.

Section 10.2 Bereavement

Regular full time employees are eligible for a five working day leave with pay in the event of the death of a spouse, child, parent, brother or sister, grandparent, mother-in-law or father-in-law, grandchild or stepchild. Bereavement leave associated with funeral services must be taken within seven calendar days of the death. However, any remaining part of bereavement leave necessary to settle family issues associated with the death of the relative may be taken at a later time. Employees are given one working day off with pay to attend the funeral of an aunt, uncle, niece, nephew, cousin, brother-in-law or sister-in-law.

A regular part time employee will be excused with pay for bereavement leave only on the days he or she is normally scheduled for work. These days must be taken within seven calendar days of the death of a relative as defined above.

Section 10.3 Jury Duty: When an employee is called to serve jury duty or subpoenaed as a court witness, the employee must notify management immediately and provide a copy of the notice or subpoena. The employee's pay will not be reduced by the amount of jury duty or court witness pay that the employee receives. Any modifications to the policy that apply to the non-represented staff shall be applicable and effective on the exact same basis to members of the bargaining unit. An employee is expected to return to work if released from jury duty or serving as a court witness during the employee's regularly scheduled shift.

Section 10.4

(a) Employees may request leave of absence without pay to attend 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 Department 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 department 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 department 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 10.5 Family and Medical Leave Act

ER 09 Leave Under the Family and Medical Leave Act for Staff (formerly *University Policy 07-07-02, Family and Medical Leave Act*), shall be applicable to all members of the bargaining unit. Additionally, to the extent that short-term disability benefits are approved by the insurance carrier, such paid leave shall reduce the employee's entitlement to Family and Medical Leave. As long as the employee complies with the provisions of the policy, including his or her return to work, seniority shall not be broken. Amendments to the policy shall be applicable to the employees in the bargaining unit. A copy of *University Policy 07-07-02* can be found on the University website, and be a part of, this Agreement.

Section 10.6 Paid Parental Leave. 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 All medical insurance benefits made available to the University's non-represented staff shall be offered on the exact same basis and at the same cost to members of the bargaining unit. The University shall contribute to the monthly premium cost of medical insurance on the same basis and in the same amount as it does for its non-represented staff.

Section 11.2 Employees shall choose from among the medical insurance options made available by the University. Eligible employees whose start date is the first working day of the month shall have medical insurance benefits effective that month. Eligible employees whose start date is after the first work day of a given month shall have medical insurance effective the first day of the following month.

Section 11.3 The University will contribute to the monthly premium cost of the employee's plan of choice on the same basis and in the same amount as it does for its non-represented staff. Employee contributions to the monthly medical insurance, vision and/or dental insurance premiums shall be made on a pre-tax basis. Employee may waive participation in University medical insurance benefits, so long as they provide written certification that they are covered by an alternative medical insurance program. Employees who waive participation in University medical insurance benefits will be paid an additional fifty dollars (\$50.00 gross amount) per month. The flexible spending accounts available to the University's staff employees shall be available to employees in the bargaining unit.

Section 11.4 All employees shall be entitled to an annual period of open enrollment, at a time designated by the University, to change to another medical insurance option made available by the University. Unless there is an officially recognized status change, a change in medical insurance options is irrevocable until the next open enrollment period. Any medical insurance options added or deleted by the University to its non-represented staff shall be applicable and effective on the exact same basis to members of the bargaining unit. Should the University drop a medical insurance option for any reason, employees so affected shall be entitled to choose from any remaining option. In the event that the University switches carriers for a given medical insurance option, a like level of benefits(s) must be maintained. The University agrees to provide written notice of any such change to the Union.

Section 11.5 The following insurance benefits shall be made available to bargaining unit members on the exact same basis and at the same cost as it provides such for its non-represented staff. 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.

General Liability Insurance, As Applicable

Life Insurance and Accidental Death and Dismemberment Insurance

Long Term Care

Long Term Disability Insurance

Medical Insurance at Retirement

Retirement Benefits

ARTICLE 12

Uniforms

Section 12.1 All employees are required to wear designated University uniforms during work hours, and the University shall furnish such uniforms at its sole cost according to the following schedule: All newly-hired employees shall receive five (5) work shirts, five (5) t-shirts, five (5) pair of work pants, one (1) winter coat, and one (1) hat. Within the first ninety (90) days of each year of the agreement, all non-probationary employees will receive three (3) work shirts, three (3) t-shirts, three (3) pair of work pants, and one (1) hat. Within the first ninety (90) days of the execution of this agreement and within ninety (90) days of the fourth year of this agreement, all non-probationary employees will receive one (1) winter coat. Within the first ninety (90) days of each year of the contract where no coat is provided, all non-probationary employees will receive one (1) sweatshirt. If an employee demonstrates, to the satisfaction of management, the need for a replacement or additional uniform(s), management will furnish the replacement(s) or additional uniform at the sole cost to the University. There shall be no alteration of uniforms. All uniform components provided under this Article must be immediately returned to the University upon the employee's separation from employment.

Section 12.2 Substitution of uniform pieces may be made so long as the cost of the substitution is equal to or less than the amount that the cost otherwise would be.

Section 12.3 The University shall provide foul weather gear consisting of one (1) hat and one (1) pair of gloves suitable for snow removal and outdoor work to each employee required to perform said work.

Section 12.4 Employees will be entitled to annual reimbursement of up to \$150.00 for the purchase of one pair of appropriate work footwear. To receive reimbursement the employee must provide the original receipt documenting purchase by the employee of appropriate footwear to be worn at work. This reimbursement will be made no more than once per calendar year. The University reserves the right to deny reimbursement where, in its discretion, the receipt tendered reflects inappropriate footwear.

ARTICLE 13

Job Vacancies

Section 13.1 The University shall provide applications for employment to the Union. If the University decides to fill a vacant position, 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. The successful bidder to a higher paid or more skilled job classification shall have sixty (60) days to prove his/her skill and competency to do the job. Employees who do not demonstrate acceptable skill and competency within the (60) day trial period shall be returned to his/her previous assignment. All job classifications are listed in Appendix "A" shall be subject to the provisions of this Article in its entirety.

Section 13.2 When a bargaining unit position is vacant and the University decides to fill the position, or if a new position in the bargaining unit is created, the position shall be posted for seven (7) calendar days. The posting shall include the qualifications for the job, the job duties, the days and hours normally scheduled to work the job, and the rate of pay.

Section 13.3 The most senior qualified bidder who is capable of performing the job shall be awarded the job, subject to the trial period as specified in Article 14. If there is no bid from the employees in the work group, the job shall be filled by other University employees or non-university employees who may apply for the job.

Section 13.4 If a bargaining unit position is filled from within the work group, the vacancy left by the successful bidder shall be posted in accordance with Section 1 and 2 of this article if the University decides to fill the position.

Section 13.5 Employees who do not prove to be qualified and capable within the first sixty (60) days actually worked trial period shall be returned to his previous assignment. Alternately, the employee may decide within the first thirty (30) calendar days of the trial period he does not want the job, and return to his previous assignment.

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, with each campus being a separate Work Group commencing after completion of the probationary period and retroactive to the date of hire in the bargaining unit. An employee who is transferred or promoted out of the work group shall continue to accrue bargaining unit seniority for ninety (90) calendar 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.
- (2) To determine the order of recall from layoff.
- (3) To determine vacation schedules from among the times made available by the University.
- (4) To determine a vacancy.
- (5) To determine eligibility for a promotion to a higher paid or more skilled job classification.

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) Failure to respond to a letter of recall by the deadline stated in the letter (so long as the deadline is reasonable).
- (d) When an employee is laid off for a period of twenty-four (24) continuous months.
- (e) An employee is unable to work at his or her regular duties for eighteen (18) consecutive months due to illness or injury not compensable under Workers' Compensation

statutes. In cases where the illness or injury is compensable under Workers' Compensation statutes such absence shall not break seniority, provided that the employee returns to work within seven (7) calendar days after final payment has been issued by the University's third party administrator. In cases where commutation is applicable, it is recognized that if the commutation agreement includes a resignation from University employment, seniority shall be broken and the University is under no obligation to re-employ the affected individual.

Section 14.3 Three Work Groups are recognized for seniority purposes:
Bradford, Greensburg, Titusville.

Section 14.4 Layoffs or reductions in force shall be based upon seniority within the classification designated by the University with temporary help laid off first and probationary employees next. The date the employee became employed in his or her classification shall be the date of order for layoff and recall. In all cases, Work Group seniority prevails within each Work Group.

ARTICLE 15

Probationary Period

Section 15.1 All employees shall be considered in a probationary status for the first sixty (60) days actually worked. A probationary employee may be laid off or dismissed for any reason during the first sixty (60) days actually worked. Any such lay off or dismissal shall not be subject to the grievance and arbitration provisions of this agreement.

ARTICLE 16

Discipline and Discharge

Section 16.1 The Union recognizes the University's special obligation to its students, employees, and the community. The University is empowered in all cases to determine the

seriousness of any infraction of rules, policy, or a given situation, and to determine the need for or severity of any disciplinary action(s) deemed necessary, up to and including dismissal. Such actions shall be based on the principles of just cause and shall be subject to the grievance procedure.

ARTICLE 17

Grievance Procedure and Arbitration

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. Such a dispute shall be defined as a grievance under this Agreement and must be presented within seven (7) working days after the grievant knows or reasonably should have known of the event and must be processed in accordance with the following steps, time limits and conditions set forth in this Article 17.

Section 17.2

Step 1 The grievant and the steward shall first address the matter orally with his first line supervisor outside the bargaining unit. The parties shall attempt to resolve the grievance promptly and satisfactorily. In the event the grievance cannot be settled within three (3) working days after it has been presented, the grievant shall reduce the grievance to writing. The written grievance shall contain the name and classification of the grievant, the date of the incident and state the basis of the grievance and the remedy sought.

Step 2 The written grievance shall be presented to the second line supervisor who shall discuss it with the grievant and the steward within five (5) working days of presentation. The second line supervisor shall give a written answer within seven (7) working days of presentation.

Step 3 If the grievance is not settled at Step 2, the Union may appeal it by giving a written notice of such appeal within seven (7) working days after the receipt of a written answer from the second line supervisor to the Labor Relations Department representative or his/her designee who shall discuss it with a Local Union Representative. The Labor Relations Department representative shall give a written answer within seven (7) working days after the presentation of the appeal.

Step 4 If the grievance is not settled, either party may, within fourteen (14) working days after the receipt of the answer at Step 3, by written notice to the other, request arbitration. If the parties cannot mutually agree on an arbitrator, the Federal Mediation and Conciliation Service will be requested to submit a list of seven (7) suggested arbitrators. The parties shall select the arbitrator from such list by each party alternatively removing one (1) name from the list until one (1) name remains. A coin toss will determine which party strikes the first name. The arbitrator shall not have authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement.

The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's service shall be borne equally by the University and the Union. The decision of the arbitrator shall be final and binding on the parties.

Section 17.3 If at any step the University's representative fails to give his written answer within the time limits set forth, the union may appeal the grievance to the next step at the expiration of such time limit.

Section 17.4 The time limits herein set forth may be extended by mutual consent in writing. The University shall have the right to file a grievance at Step 3 of this Article.

Section 17.5 Nothing in Article 17 shall prevent the parties from settling an alleged grievance to their mutual satisfaction prior to the issuance of the arbitration decision.

Section 17.6 Any grievance settled below Step 4 shall not be a precedent.

ARTICLE 18

Management Rights

Section 18.1 Subject only to the limitations stated in this Agreement, the University shall have the exclusive right to manage its business and operations in such a manner as it deems necessary. It is understood and agreed that there are powers, responsibilities, and authorities belonging solely to the University. These include but are not limited to such areas of discretion or policy as the functions and programs of the University, the establishment or reasonable work standards, its overall budget, utilization of technology, the organizational structure and the selection, retention, and direction of personnel.

ARTICLE 19

Equal Opportunity

Section 19.1 The University and the Union agree not to discriminate against any individual with respect to his hiring, compensation, or any term or condition of employment in violation of any local, state, or federal statute or regulation and without regard to such factors as race, color, sexual orientation, age, religion, sex, national origin, marital status, veteran status, non-relevant physical handicap. 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 20

No Strike - No Lockout

Section 20.1 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 20.2 No Officer or representative of the Union shall authorize, instigate, aid or condone any strikes, and no employee shall participate in any strike.

Section 20.3 The University agrees that it will not lockout any of the employees in the bargaining unit during the period of this Agreement.

Section 20.4 Should a strike, slowdown, picketing, stoppage or other interference hinder the operations of the University occur; the University shall notify the Union by telephone, letter, or FAX. Thereupon the union shall within twenty-four (24) hours of such notice:

1. Affirm that such action by the employees is not authorized by the union and is not permitted by the labor agreement.
2. Advise the University in writing that such action by the employees has not been called for or sanctioned by the union.
3. Notify all union stewards within twenty four (24) hours of the initial university notice, either by mail, mailgram, telephone, or letter, at each off their last known addresses, that the union disapproves of such action and notify the union stewards to instruct employees to return to work immediately.
4. Within forty-eight (48) hours, notify all employees as advised by the University.

Section 20.5 The University shall have the right to invoke disciplinary actions, consistent with the provisions of Articles 16 and 18, on any or all employees who incite, induce, or participate in a violation of any provision of this Article.

ARTICLE 21

Savings Clause

Section 21.1 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 enforceable by any court of competent jurisdiction, the parties shall meet to seed a mutually satisfactory replacement only for the Article, Section, or portion held to be unlawful.

Section 21.2 In the event that the parties are unable to reach a mutually satisfactory replacement for the aforementioned Article, the dispute shall be appealed by either party to the grievance and arbitration provisions of this agreement.

ARTICLE 22

Education Benefits

Section 22.1 Educational benefits are the same as those available to the University's non-represented Staff as described in ER 06 Employee/Spouse/Dependent Scholarships for Staff Policy (formerly *Policy 07-11-01*), ER 05 Effect of Separation on Eligibility for Staff Scholarship Benefits Policy (formerly *Policy 07-11-02*), and AC 69 Tuition Exchange Scholarship Program Policy (formerly *Policy 09-03-01*). 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.

ARTICLE 23

Emergency Provision

Section 23.1 It is recognized and agreed that in cases of flood, fire, breakdown of major operating systems, or other unforeseen contingencies that the University must take all measures

necessary to protect students, employees, or grounds and buildings. The terms of this agreement shall not apply until the emergency has ended or until order is restored, repairs have been affected, or grounds and buildings are suitable for their customary use.

ARTICLE 24

Student Employees

Section 24.1 The University shall employ students for not more than twenty (20) hours per week while attending classes as a full time student. It is understood and agreed that the number of student employees may fluctuate. Student employees shall be utilized as in the past on each campus. No student worker shall perform bargaining unit work in a given Work Group as long as any regular bargaining unit employee capable of performing the work in that Work Group is on layoff.

ARTICLE 25

Personnel Files

Section 25.1 Upon written request, employees shall be given a copy of materials or documents from their immediate supervisor which are of an evaluative or disciplinary nature which is placed in the campus personnel file. Employees shall be entitled to examine their personnel file, with reasonable notice, during normal campus business hours. A management representative shall be present when the employee examines their file. The employee may be accompanied by the union steward, if they so desire. Employees may make notes from materials in the file, but are not permitted to make photocopies of any kind.

Section 25.2 Material in the personnel file more than twelve (12) months old shall not be used to initiate any disciplinary action.

ARTICLE 26

Temporaries and Subcontracting

Section 26.1 The University may hire temporary workers in a Work Group so long as there is no bargaining unit member affected by a reduction in force or a layoff in that Work Group. Employees affected by a reduction in force or layoff shall first be offered temporary work provided that they are qualified and capable of performing the work. Refusal of a temporary assignment shall have no effect on recall rights. The University agrees not to challenge unemployment benefits if an employee affected by a reduction on force or a layoff refuses a temporary assignment.

Section 26.2 The University shall not hire temporaries until regular employees on layoff are first offered the job.

Section 26.3 The parties agree that the University may not contract out Bargaining Unit work so long as there are Bargaining Unit members on layoff. The University shall not contract out bargaining unit work if the direct result is to reduce the number of Bargaining Unit members at the time of contracting the work. In the event the University decides to contract out bargaining unit work, the Work Group Director or other administrative personnel in the Work Group where the contracted work is to be performed shall, when practicable, provide the written notice to the Union. The Union shall then be free, for a reasonable period of time, not to exceed thirty (30) days, to offer alternative means of performing the work to the Work Group Director or other administrative personnel and the Labor Relations Department. If a means of performing the work satisfactory to the University can not be agreed upon by the University and the Union after good faith discussion, the University shall have the right to contract out the work without further notice. The University shall not contract out Bargaining Unit work for the sole purpose of avoiding overtime payments.

Section 26.4 No bargaining unit employee will be laid off while a sub-contractor is on campus doing work normally performed by a bargaining unit employee.

ARTICLE 27

Miscellaneous

Section 27.1 If the University introduces new job classifications the wages for the new classification shall be negotiated between parties.

Section 27.2 Safety: The University agrees to hold quarterly safety meetings at each campus.

Section 27.3 Regular Full Time Employee - An employee hired to work for an indefinite period of time for the normal forty (40) hour workweek. Such employees are entitled to all benefits as described in this agreement.

Section 27.4 Regular Part-Time Employee - An employee hired to work for an indefinite period of time for less than forty (40) hours per week. Such employee's hours of work may vary from week to week. Such an employee is entitled to medical insurance and a pro rata share of holidays, sick days, other paid time off, other provided insurance, and retirement benefits on the same basis and at the same cost as are the University's non-represented part-time staff.

Section 27.5 Temporary Employee - An employee hired to work for a defined period of time, not to exceed ninety (90) calendar days. The rate of pay for temporary employees shall not be less than seventy per cent (70%) of the rate of pay for the classification to which they are assigned, as specified in Appendix A of the labor agreement. Such employees are not entitled to any other term or condition provided for in this agreement. The University and the Union may extend the time limits by mutual agreement.

Section 27.6 The workweek shall begin at 12:00 A.M. on Sunday and end at 11:59 p.m. the following Saturday.

Section 27.7 The workday shall begin at 12:00 A.M. and end at 11:59 p.m.

Section 27.8

The description and qualifications for each Lead Worker assignment shall be posted for a period of five (5) work days, for assignments of ten (10) work days or longer. The University shall appoint a Lead Worker from those bargaining unit employees who bid. For Lead Worker assignments of less than ten (10) work days, the University shall appoint a Lead Worker at its discretion.

Section 27.9 The University shall be entitled to appoint any number of Maintenance II employees to be licensed Certified Pool Operators, for any duration of time, as deemed necessary by Management. In the event that the University appoints a Certified Pool Operator, he/she shall be compensated at a rate of \$.75 per hour above his/her regular rate of pay, so long as he/she maintains the requisite license and management continues the appointment.

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, and to forward all contributions and reports on contributions on or before the fifteenth (15th) day of each month for the previous work month to International Union of Operating Engineers, Local 95, AFL-CIO, Political Action Fund.

ARTICLE 29

Training

Section 29.1 An employee who wants to attend a work related course or seminar, not required by management, must receive prior approval from management for release time, if applicable, and reimbursement for the cost. Such approval will be at the sole discretion of management. Upon proving successful completion of the approved course or seminar, the employee will be reimbursed in a timely manner for the cost of tuition and books, required by the course.

ARTICLE 30

Term of Contract

This Agreement shall be effective as of July 1, 2024 and shall remain in full force and effect until June 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 should begin no later than fifteen (15) days thereafter. In witness whereof, the parties hereto have set their hands:

FOR THE UNION:

By: DRC 12-6-2024
David Conklin
Business Agent, IUOE, Local 95-95A

FOR THE UNIVERSITY:

DocuSigned by:
By: James W. Gallaher 12-09-2024 | 12
050BA1C6C4644E6...
James Gallaher
Vice Chancellor, Human Resources

APPENDIX A**Wage Schedule**

<u>Job Classification</u>	<u>Rate 7/1/2024</u>	<u>Rate 7/1/2025</u>	<u>Rate 7/1/2026</u>	<u>Rate 7/1/2027</u>	<u>Rate 7/1/2028</u>
<u>Maintenance Worker II</u>	\$21.13	\$21.76	\$22.41	\$23.08	\$23.78
<u>Maintenance Worker III</u>	\$25.84	\$26.62	\$27.41	\$28.24	\$29.08

The University shall be entitled to appoint any number of Work Group Leaders, for any duration of time, as deemed necessary for each Work Group. The Lead Worker shall be compensated at a rate 5% above his or her normal hourly rate.

Retroactivity: Wage increases shall be effective on the designated dates for employees who are on the active payroll on the designated date. Employees on the active payroll on the date of ratification will be entitled to retroactive pay for all hours worked from July 1, 2024. An employee who is on an approved leave of absence at the time of ratification, including sick leave, unpaid leave of absence, layoff, Workers' Compensation, leave for which the employee is receiving short-term disability benefits or long-term disability, will receive the applicable wage increase upon the employee's return to work. An employee who is on an approved leave of absence at the time of ratification who worked during the retroactive pay period will receive retroactive pay for the applicable wage increase for the hours worked during the retroactive pay period.