

AGREEMENT

Between

THE UNIVERSITY OF PITTSBURGH
OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION
AT JOHNSTOWN

and

INTERNATIONAL UNION, SECURITY, POLICE AND FIRE
PROFESSIONALS OF AMERICA (SPFPA) LOCAL 502

July 1, 2022 to June 30, 2027

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ARTICLE 1

Preamble

Section 1.1 This Agreement entered into by the International Union, Security, Police and Fire Professionals of America (SPFPA) and its Local Union No. 502, hereinafter referred to as the “Union” and/or the “Bargaining Unit” and the University of Pittsburgh of the Commonwealth System of Higher Education at Johnstown, hereinafter referred to as the “University” and/or “Employer”, has as its purpose the promotion of harmonious relations between the Union and the Employer; the establishment of an equitable peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 2

Recognition

Section 2.1 The Union is recognized as the exclusive representative for collective bargaining purposes for employees within classifications listed under the certification of the Pennsylvania Labor Relations Board, more specifically referred to as PERA-R-03-83-W.

ARTICLE 3

Definitions

Section 3.1 Full-time Employee: an employee in the bargaining unit who is regularly scheduled to work forty (40) hours per workweek.

Section 3.2 Part-time Employee: an employee in the bargaining unit who is regularly scheduled to work less than forty (40) hours per workweek. Each part-time employee is expected to work at least 120 hours per fiscal year, exclusive of training time. All part time employees must work a minimum of two (2) shifts (sixteen (16) hours) per month or four shifts (thirty-two (32) hours) every three months toward the 120 hours per fiscal year requirement. Any part-time

employee who does not work the minimum 120 hours shall be subject to termination in accordance with Section 7.4 below.

Section 3.3 Police Officer: the Union Classification of employees who possess and exercise the law enforcement powers of a sworn police officer as commissioned under the laws of the Commonwealth of Pennsylvania.

Section 3.4 Pass Day(s): specific scheduled days(s) off by an employee(s) who is a member in the Union.

Section 3.5 Steward(s): Employees selected by the Union to act as Union representatives who shall be known as Stewards. The Union shall furnish the University with the names and work location of grievance representatives and shall notify the University of any changes. There shall be no more than one Steward and one Alternate Steward at any given time.

ARTICLE 4

Union Security

Section 4.1 An employee who is not a member of the Union at the time this Agreement becomes effective shall as a condition of continued employment, become a member of the Union within ten (10) calendar days after the thirtieth (30th) calendar day following the effective date of this Agreement, or within ten (10) calendar days after the thirtieth (30th) calendar day following employment; an employee shall remain a member of the Union to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or maintaining membership in the Union for the duration of this Agreement.

Section 4.2 Employees meet the requirement of being members of the Union within the meaning of this Article by tendering the periodic dues and initiation fees uniformly required as a

condition of acquiring or retaining membership in the Union, or, in the alternative, by tendering to the Union financial core fees and dues.

Section 4.3 In the event the Union requests the discharge of an employee for failure to comply with the provisions of this Article, it shall serve written notice on the Employer requesting that the employee be discharged effective no sooner than two (2) weeks after the date of that notice. The notice shall also contain the reasons for discharge. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Employer and the employee and the Employer will not be required to discharge that employee.

Section 4.4 An employee shall not be required, as a condition of employment, to pay money to the Union, or to become a member of, or continue membership in, the Union, if he/she is employed in any state, in any location other than an enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise make unlawful, payment to a labor organization or membership in a labor organization as a condition of employment.

Section 4.5 Union Resignation — An employee may resign from this Union during a period of fifteen (15) calendar days prior to the expiration of this Agreement, in accordance to Act 195.

Section 4.6 Fair Share — Any employee covered by this Agreement who does not become a dues paying member of the Union shall be required, as a condition of employment and upon completion of probation, to pay — in lieu of dues - *Fair Share* for their proportionate share of the cost of the Union collective bargaining process, contract administration, and the pursuance of matters affecting wages, hours and conditions of employment, but not to exceed the amount of dues required of Union members. Such an authorization for this deduction of *Fair share* shall be made to the Employer in writing.

Section 4.7 Dues Check-Off — The employer will deduct initiation fees, Union dues, and financial core fees from the wages of employees who voluntarily authorize the Employer to do so on a properly executed payroll deduction card. Such deductions shall be made from the first paycheck of each month, or the first pay received in that month in which the employee has sufficient net earnings to cover the Union membership dues or payments. Funds deducted with a monthly summary showing name, address, date of hire, hourly rate, dues or service fee paid or not paid, and employees who have been terminated or placed on leave of absence shall be remitted to the Secretary-Treasurer of the International Union, SPFPA every six months beginning with the first full month after ratification of this agreement.

Section 4.8 The Union will promptly furnish the Employer a written schedule of the Union dues, initiation fees, and financial core fees. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) of the month preceding the date that deductions are to be made.

Section 4.9 Upon timely demand received from the Employer, the Union agrees to represent and indemnify the Employer against any loss or claim, which may, arise as a result of the Employer's compliance with the Union membership or check-off articles. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it.

ARTICLE 5

Union Business

Section 5.1 Nothing herein shall be construed as being intended to interfere with free and informal communication, or to discourage or prevent the free exchange of information and ideas, as between employees, individually or otherwise, or their representatives.

Section 5.2 The Employer shall provide the Union with an adequately-sized, lockable bulletin board which shall be used by the membership for posting Union notices and other business. The Union shall use reasonable discretion in selection of materials that shall be placed on the bulletin board. This bulletin board shall be in a conspicuous area. The Union shall be permitted to place materials in the mail boxes of employees.

Section 5.3 Union members or representatives shall be permitted to use suitable facilities on the university's property to conduct union business during non-work hours upon obtaining permission from conference services or a designated university representative.

Section 5.4 Subject to the limitations contained in Article 5.5, the Union chief steward or steward and union representatives shall be permitted to investigate and discuss grievances during working hours, if notification is given to and approved by the chief of police or his designee.

Section 5.5 The Union steward shall request a temporary excuse from duty from the Chief of Police or designee to process grievances or conduct union business. In all cases, service calls and other work exigencies shall take priority for any employee on duty at the time. Union representatives or officials, other than stewards, shall provide advance notification to the Chief of Police or his/her designated representative before arriving on University property to conduct any Union business.

ARTICLE 6

Wages

Section 6.1 The employees covered by this Agreement and the wages paid to such employees are set forth in Appendix "A" hereto.

ARTICLE 7

Hours of Work

Section 7.1 The standard workweek for regular full-time employees shall consist of forty (40) hours in a seven (7) day period, consisting of eight (8) hours per workday. For the purposes of the pay schedule only, the standard workweek shall commence at 0001 hours on Sunday and end at 2400 hours the following Saturday.

Section 7.2 The standard workday shall be a twenty-four (24) hour period commencing with the start of the employee's shift (Tour of Duty).

Section 7.3 The regular work shift shall consist of eight (8) consecutive scheduled hours. During this time, Police Officers shall have thirty (30) minute paid lunch period (during which they are considered on-duty).

Section 7.4 Part-time employees are expected to work at least one hundred twenty (120) hours per fiscal year based upon the agreed expectation that the University offers sufficient hours to each part-time employee during the course of the fiscal year. If the University fails to offer at least sufficient hours to any part-time employee during the course of a fiscal year to work the 120 expected hours, the 120 expected hours shall be considered waived by the University and the affected part-time employee shall suffer no loss in wages, benefits, seniority or hours required to complete the expected work hours. The parties agree that the University's call documentation of hours offered to part-time employees shall be accepted as proof of hours offered.

Section 7.5 The parties agree that if an officer accepts a voluntary turnaround, the hours worked will not be paid at the overtime rate.

Section 7.6 The parties agree that probationary employees will not be assigned to a steady shift during their training period, up to 15 weeks. The training period may be extended or

shortened based upon management's observations and confidence in the probationary employee's ability to assume solo patrol.

ARTICLE 8

Overtime

Section 8.1 One and one-half ($1\frac{1}{2}$) times the regular rate shall be paid for all hours worked in excess of eight (8) in any day or forty (40) hours in any week.

Section 8.2 Paid holidays, pre-approved and scheduled vacation and pre-approved personal days will be credited as time worked for purposes of computing overtime. Other paid and unpaid time, including sick leave, leave for which the employee is receiving benefits paid under workers' compensation and short-term or long-term disability, shall not be credited as time worked for purposes of computing overtime.

Section 8.3 There shall be no pyramiding of overtime or premium pay. The University shall offer and rotate scheduled overtime opportunities on a seniority basis; the overtime rotation list shall be available for review in the schedule book. Emergency overtime opportunities will be assigned at management's discretion.

Section 8.4 Employees who make court or University Judicial Board appearances during their regularly scheduled shift shall be paid at their regular hourly rate. Employees who make such appearances during times outside their regularly scheduled shift shall be compensated on the schedule specified below:

District Magistrate Court

or University Judicial Board Hearings: 3 hours at the overtime rate

County Court appearances: 4 hours at the overtime rate

The hours specified above are the minimum for hours charged against these appearances. In the event that an employee makes a court appearance that begins prior to the start of his/her regularly scheduled shift, the employee shall be required to report to work as soon as possible for that shift. If, due to the starting time of the court appearance, the hours paid at the overtime rate set forth above overlap with the hours of the regularly scheduled shift, the employee shall not be paid both the regular rate and the overtime rate for such overlapping hours, but shall receive only the overtime rate for such overlapping hours. Hours spent in court appearances shall not be counted in the determination of forty (40) hours.

The University reserves the right to review and determine the appropriate number of employees required to participate in the resolution of any University case or other legal matter. If there is a need for more than one officer to attend an appearance, the officers involved will contact the Department for approval.

Section 8.5 Employees called from home to work on an assignment shall be paid a minimum of four (4) hours' pay at the applicable pay rate, or for actual hours worked at the applicable pay rate, which is greater. The four-hour minimum will not apply if an employee is notified at least two hours prior to the end of their originally scheduled shift that they will be required to remain after the end of shift.

Section 8.6 If an employee is requested or must remain at the conclusion of his or her shift, the employee shall receive a minimum of two (2) hours pay at a rate of time and a half for the hour. Where an employee stays on shift due to lack of relief, the employee shall receive two hours pay at a rate of time and a half only if all of the following conditions are met: 1) the employee stays for more than fifteen (15) minutes; 2) the employee notifies the supervisor of the lack of relief both at the conclusion of the shift and fifteen (15) minutes after the conclusion of

the shift; 3) the supervisor directs the employee to stay. In such instance, the employee must work the entirety of the additional two hours if so directed by the supervisor. If an officer becomes eligible for pay pursuant to this section, they will be required to remain at work for the entire two hour period.

ARTICLE 9

Paid and Unpaid Time Off

A. Employees are eligible only for the following paid time off:

Section 9.1 Vacations:

- a. Full-time employees earn paid vacation on the same basis as the non-represented staff.
- b. Part-time employees do not earn vacation.

Section 9.2 Sick leave:

- a. Full-time employees earn paid sick leave on the same basis as the non-represented staff.
- b. Part-time employees do not earn sick leave.
- c. The University will allow members of the Union to buy back up to ten (10) sick days per year at half the Officer's wage rate. This request must be submitted in writing to the University from November 15 through November 30 of each calendar year.

Section 9.3 Holidays:

- a. Recognized holidays for full-time employees will be the actual calendar day. Full-time employees will recognize the following eleven (11) days as paid holidays:

New Year's Day
Martin Luther King's Birthday
Great Americans' Day
Memorial Day
Juneteenth
Independence Day

Labor Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas

Any full-time employee who actually works on the recognized holiday will be paid at 2-1/2 times the regular rate of pay.

- b. Part-time employees are not entitled to any holidays. Any part-time employee who actually works on the above-referenced holiday will be paid at 1-1/2 times the regular rate of pay.

Section 9.4 Personal days:

- a. Full-time employees are granted three (3) personal days each fiscal year. Personal days are subject to advance request of at least 24 hours, and approval by the University. An employee's request for personal days shall not be unreasonably denied.
- b. Part-time employees are not entitled to any personal days.

Section 9.5 Bereavement:

- a. Full-time employees are entitled to bereavement leave on the same basis as non-represented staff.
- b. Part-time employees are not entitled to any bereavement leave.

Section 9.6 Military Leave

The University shall comply with all applicable laws and regulations relating to military leave.

- B. Vacation and Sick leave are earned only when a full-time employee is actively at work. Employees on approved unpaid leave of absence, layoff, workers' compensation, leave

for which the employee is receiving short-term or long-term disability benefits shall not be credited for vacation or sick leave for such time. Upon return to work the full-time employee shall receive a pro-rata share of the employee's vacation and sick leave entitlement based on time worked.

ARTICLE 10

No Strike - No Lockout

Section 10.1 The Union and all bargaining unit employees shall be strictly prohibited from collectively, concertedly, or individually, engaging in, or participating in, directly or indirectly, any strike, including a sympathy 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 10.2 The University agrees that it will not lock out any of the employees in the bargaining unit during the period of this Agreement.

ARTICLE 11

Cases of Emergency

Section 11.1 The University and the Union agree that in cases of a declared emergency by governmental or senior University executives, such as flood, fire, epidemic or other unforeseen major contingency, the terms of this Agreement shall not apply in connection with measures deemed necessary by the University for the care and protection of students, or the equipment and the buildings of the University, or reasonably necessary to repair and place the same in condition thereafter for occupancy.

ARTICLE 12

Seniority

Section 12.1 Employees shall accrue two (2) kinds of seniority as follows:

- a. University seniority: University seniority is defined as all continuous service with the University, commencing after successful completion of the probationary period. It shall be used to determine vacation day's entitlement.
- b. Bargaining unit seniority. Bargaining unit seniority is defined as of the last date of hire with continuous service in the bargaining unit or within the University of Pittsburgh at Johnstown Public Safety Department, whichever is earlier. Where employees have the same Bargaining Unit seniority date, the order of seniority shall be determined by drawing lots; however, it is agreed that there shall be no change to the Bargaining Unit Seniority date order that was in existence as of July 1, 2010. Bargaining Unit Seniority within the designated classifications of temporary employees, probationary employees and regular part-time employees shall be used to determine the order of layoff per Article 13.1 and recall per Article 13.2.

Section 12.2 Seniority and employment shall be broken for any of the following reasons:

- a. An employee quits or resigns his position with the University.
- b. An employee is discharged for just cause.
- c. An employee fails to respond to a letter of recall, as set forth in Article 13, Section 13.3.

- d. An employee is absent from work without proper notice to his supervisor.
- e. An employee is absent from work for twelve (12) consecutive months, due to an illness or injury.
- f. An employee is laid off for a continuous period equal to his/her University seniority at the time of layoff or for twenty-four (24) months, whichever is less.

Section 12.3 In the event that an employee is transferred back into the Union after working outside the Union in excess of one hundred eighty (180) calendar days, the employee shall be placed at the bottom of the seniority list in regard to this Article 12, Section 12.1(b). Section 12.4 When a new full-time officer special assignment becomes available, the University will post notice of such position for a period of 10 work days to allow officers to inform management of their interest in the assignment. Officers that wish to be considered for specialty assignments such as community relations, investigations, bike patrol, SERT, any instructor specialty, etc., shall make these preferences known in writing through the chain-of-command. Seniority and experience will be considered, but the parties agree the Chief of Police shall have sole discretion in the assignment of these specific duties. Final decisions shall be subject to Steps 1 through 3 of the grievance procedure, after which time the decision at Step 3 controls. In no event shall such decision be eligible for arbitration.

Section 12.5 When a new entry-level full-time position becomes available, the University will post notice of such vacancy/new full-time position for a period of ten (10) work days. Current part-time officers who are employed with the University will be afforded preference for the position.

ARTICLE 13

Layoffs

Section 13.1 In the event of a valid University reduction in force, temporary employees, probationary employees, and regular part-time employees shall be laid off first, in that specific order.

Section 13.2 Recall from layoff shall be in the inverse order in which employees are laid off.

Section 13.3 It shall be the responsibility of any employee who is laid off to keep the University informed of his/her current address and/or other direct contact information. The University shall give the employee written notice of recall by Return Receipt Mail/Return Receipt Requested. If the employee does not appear for work within ten (10) calendar days within his/her receipt of the written notice, said employee shall be terminated in accordance with Article 12.

ARTICLE 14

Probationary Employees

Section 14.1 All new employees shall be considered probationary employees for the first twelve (12) months of employment. A probationary employee may be laid off or released for any reason during the first twelve months of employment.

Section 14.2 Vacation days, sick days and personal days shall be accrued during the probationary period, but cannot be used by the employee until after successful completion of the initial probationary period unless approved by the Employer, at the Employer's sole discretion.

This shall not apply to employees promoted or transferred to another Union classification.

ARTICLE 15

Discipline and Discharge

Section 15.1 The Union recognizes the University's special obligation to its students and the community and that the University is empowered to determine the seriousness of any infraction of rules, policy, or 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.

Section 15.2 The Union shall have the right when an employee is suspended without pay to request that the Employer furnish to the Union sufficient information in order to ascertain whether or not the suspension is valid.

Section 15.3 When an employee is notified that he has become the subject of an internal affairs investigation, the University will issue the employee a written statement of the allegations. The University will attempt to provide the employee with at least 24 hours' notice of any interview of the employee done pursuant to such an investigation unless exigent circumstances exist.

Section 15.4 The parties agree that as is practicable under the circumstances, feedback and/or input relating to performance or management issues should be provided in a manner that reasonably preserves confidentiality.

ARTICLE 16

Grievance Procedure

Section 16.1 The purpose of this article is to provide an orderly method for the expeditious settlement of a dispute between parties over the interpretation, application, or alleged violation of any provision of this Agreement. Such a dispute shall be defined as a grievance under this Agreement and must be presented within fifteen (15) calendar days after the event occurs, or the

grievant reasonably should know if its occurrence, and must be processed in accordance with the following steps, time limits, and conditions. The procedure set forth in this Article is to be utilized in the processing of all grievances.

Section 16.2 If a 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 this grievance procedure within the time period for presentation of grievances, shall be considered as settled and shall not be subject to further consideration. If at any step in the grievance procedure the University's representative fails to give his/her written answer within the time limits set forth, the Union, at its discretion, shall have the right to appeal the grievance to the next step of the grievance procedure.

Section 16.3 Grievance Procedure Steps and Arbitration

Step 1:

If a grievance should arise that is not resolved between the grievant and the appropriate supervisor, the aggrieved employee should promptly notify a member of the Union Executive Board to file a Step 1 grievance. A Step 1 grievance shall be oral and heard by the Department designated representative within seven (7) calendar days of the request for a Step 1 grievance. An employee may appeal a disciplinary demotion, suspension or discharge beginning at Step 2 of the Grievance Procedure within fifteen (15) calendar days of the date of its occurrence; upon request by the employee, the University will provide an extra copy of such disciplinary notice to the employee for the employee to share with the Union.

Step 2:

If the grievant does not receive a satisfactory oral answer, or if no answer is received within seven (7) calendar days following the day of oral presentation, the grievant may appeal the grievance in writing within seven (7) calendar days of the receipt of an answer in Step 1. The grievance shall be reduced to writing on the SPFPA Grievance Form. This form shall be the only recognized grievance processing form. The Chief of Police, or designee, the grievant and the Union Steward shall meet at a mutually agreeable time within seven (7) calendar days of receipt of the written appeal to attempt to resolve the grievance. The Chief of Police or designee shall give a written answer within seven (7) calendar days after the meeting of the parties.

Step 3:

If the grievance is not settled in Step 2, the Union may appeal by giving written notice of such appeal within seven (7) calendar days after the receipt of a written answer from Step 2 to the designated representative from the Department of Labor Relations from the Oakland campus, who shall discuss it with the grievant, along with a member of the Union Executive Board at a mutually agreeable time within seven (7) calendar days. The representative from the Department of Labor Relations shall give his/her written answer within seven (7) calendar days after the meeting of the parties.

Step 4:

If the grievance is not settled in Step 3, the Union, or its designated Steward, shall notify the designated representative of the Department of Labor Relations in writing within thirty (30) calendar days after the receipt of the answer at Step 3 of

its intention to submit the grievance to arbitration in accordance with the procedure set forth in the Section 16.8 titled *Arbitration* following hereafter.

Section 16.4 The University and the Union recognize the rights of the parties to determine the merits of a grievance prior to submission to arbitration. It is agreed that either party may be asked to disclose written documentation or other information which is relevant to the grievance at hand, and which may be used in the course of arbitration. Such requests by either party shall not be unreasonably denied. Such disclose request must be made no later than fifteen (15) calendar days subsequent to the written reply as prescribed in Step 3 of the grievance procedure.

Section 16.5 The time limits set forth herein may only be extended in writing by mutual consent of the parties.

Section 16.6 The aggrieved employee and a member of the Union Executive Board shall be granted reasonable time during working hours, without loss of pay, to attend grievance meetings required in Steps 1, 2, 3 and 4 of the grievance procedure. The parties recognize that the rights granted in this section are subject to an officer's duty to respond to service calls. In the event that a meeting is interrupted because of a service call, the grievance meeting will be rescheduled.

Section 16.7 A grievant shall be an employee, or any group of employees. Any member of the Union Executive Board may file a grievance on behalf of a grievant or grievant(s) provided each grievant signs the grievance or the Union provides the University with a roster signed by all grievants. It is understood and agreed that the Union may file grievances so long as they are initiated at Step 1 and filed in a timely fashion.

Section 16.8 Arbitration — If any grievance is not settled through application of this Grievance Procedure, either party may, in accordance with Step 4, submit said grievance to arbitration as follows:

Section 16.8.1 In the event that the Union appeals a grievance to arbitration, the Union shall notify the Federal Mediation and Conciliation service, which shall be asked to provide the Union and University with a panel of seven (7) arbitrators. The FMCS shall be requested to provide only the names of arbitrators who are members of the Nation Academy of Arbitrators. Upon receipt of the panel, the parties shall determine an arbitrator by alternatively striking a name from the list. The right to make the first strike shall be determined by a coin toss. The arbitration hearing shall be held on a date and time, and at a location mutually agreed upon by all concerned parties. Expenses incidental to the services of an arbitrator shall be paid jointly by the University and the Union, one-half (1/2) each. The cost of a transcript of the arbitration shall be borne by the requesting party.

Section 16.8.2 The arbitrator shall be requested to issue the decision within thirty (30) calendar days after the conclusion of the arbitration hearing. The decision of the arbitrator shall be final and binding on both parties.

Section 16.8.3 The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The Arbitrator shall confine him/herself to the precise issue(s) submitted for arbitration, and shall have no authority to determine any other issue(s).

Section 16.8.4 Nothing shall prevent the parties from resolving dispute(s) to their mutual satisfaction prior to the receipt of the arbitrator's decision.

Section 16.9 An employee shall be permitted to have representative of the Union present at each Step of the grievance procedure up to and including Step 3, subject, however, to Section 606, Article VI of the Public Employee Relations Act.

ARTICLE 17

Management Rights

Section 17.1 Subject only to the limitations stated in this Agreement, the Union recognizes that the University retains the exclusive right to manage its business, including without limitation the right to direct the work force, to create and modify reasonable work rules, to determine the size of the work force, to determine whether to fill vacancies, to lay off employees, to determine hours of work and work schedules, to determine assignments, to maintain discipline for just cause and work standards, to conduct its operations in an efficient manner, and to exercise all such rights as normally vested in and are exercised by employers.

ARTICLE 18

Employee Benefits

Section 18.1 Full-time employees will participate in the following benefit options made available by the University on the same exact basis and at the same exact cost as the non-represented staff:

- a. Medical insurance
- b. Vision
- c. Dental
- d. Life insurance
- e. Accidental death & dismemberment insurance
- f. Short-term disability
- g. Long-term disability
- h. Long term care
- i. Flexible Spending Accounts

- j. Educational Benefits
- k. Group Home and Automobile Insurance
- l. Pet Insurance
- m. Legal Services
- n. Care.com
- o. Accident Insurance (effective July 2022)
- p. Critical illness insurance (effective July 2022)
- q. Hospital Indemnity Insurance (effective July 2022)
- r. General liability insurance, as applicable

Section 18.2 Any and all changes made to the aforementioned benefits plans for non-represented staff, including cost changes, shall apply without limitation to full-time bargaining unit employees.

Section 18.3 Retirement

Retirement Benefits

Regular employees in the bargaining unit are eligible to participate in the University's Retirement Income Plan on the same basis as the University's non-represented faculty and staff. Any and all amendments to these Plans, including the decision to discontinue a particular Plan, shall be applicable to participating bargaining unit employees in accordance with their terms.

Eligible employees shall choose participation in either the Defined Contribution (TIAA-CREF) Plan. After the initial enrollment election, an employee may terminate participation in the Defined Benefit Pension Plan and elect to be a participant in the Defined Contribution Plan if he or she is eligible. Once such a change in election has been made, the employee is not permitted to switch back to the Defined Benefit Pension Plan. An employee may not change from the Defined Contribution Plan to the Defined Benefit Pension Plan.

For the purposes of calculating contributions to these Plans, 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.

Benefits at Retirement

The benefits available to the University's non-represented faculty and staff upon retirement on or after official University retirement age, including medical insurance 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. It is understood and agreed that the foregoing provisions of this subsection apply only to the University retirement program and not to any other University benefits programs. It is further agreed that the University has the right, if it so chooses and in its sole discretion, to offer early retirement benefits to bargaining unit members.

Section 18.4 Part-time employees are not eligible for any benefits offered by the University.

Section 18.5 Effective June 30, 2019, any police officer who has reached the age of 59 ½ and whose hire date is prior to July 1, 2006 will be eligible to take a voluntary official retirement

from the University. Police officers who retire under this section will receive the same benefits as official retirees under the University's staff member retiree plan.

Effective June 30, 2019, police officers will be required to retire from the police force at 65 years of age. The parties expressly agree that this mandatory retirement age is instituted due to the risks inherent in the police officer position.

ARTICLE 19

Personnel Files

Section 19.1 Upon request, an employee shall be given a copy of any and all material, except routine payroll and biographical changes, which shall be placed in his/her personnel file. Each employee shall have the right to examine the contents of his/her departmental personnel file upon request. An employee shall make an appointment with the Chief of Police or designee to review his/her file. The Chief of Police or designee shall be present when the employee examines his or her file, and the employee may be accompanied by a Union official if the employee so desires. Employees shall be allowed to make notes of any material that they wish, and shall upon request be provided a copy of any material contained in the file. Employees who respond in writing to materials which they believe to be biased or inaccurate will have such written response included in their personnel file.

Section 19.2 No material in an employee's file which is more than twenty-four (24) months old shall be used to initiate any discipline action.

ARTICLE 20

Affirmative Action/Non-Discrimination

Section 20.1 The University and Union agree not to discriminate against any employee with respect to his/her hiring, compensation, participation in the lawful activities of the Union, or any

term or condition of employment in violation with state or federal regulations. The parties agree to support the University's Affirmative Action Plan, as well as the University's commitment to all other federal and state regulatory agencies. Any 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 gender.

ARTICLE 21

Health and Safety

Section 21.1 Employees of this Union shall be given the opportunity to be inoculated/immunized with respect to diseases to which they may be actually exposed in the course of duty.

Section 21.2 The University has implemented Life Solutions, an Employee Assistance Program for all regular University employees. Life Solutions provides comprehensive and confidential services for employees with either personal or work-related problems. Employees are free to call Life Solutions for a confidential consultation and/or appointment at 647-3EAP or toll free at 1-800-647-3327. Telephones are answered twenty-four (24) hours a day. Appointments may be made available before or after work hours at a confidential location in the Oakland area or with a Life Solutions professional in the Johnstown area. Employees must state that they are requesting University Life Solutions services. Following are examples, but not an inclusive list, of problems addressed by Life Solutions.

Personal Problems

- | | |
|------------------------------------|-----------------------------|
| - Problems in Marriage | - Stress |
| - Family Violence | - Depression |
| - Financial Difficulties | - Drug and Alcohol Problems |
| - Grief and Bereavement | - Family Problems |
| - Difficulty in Making Adjustments | - Eldercare Services |
| - Childcare Referrals | - Parenting Issues |

Problems at Work

- Adjusting to a New Job
- Career Adjustments or Change
- Resolving Conflicts with Co-Workers
- Improving Relationships with Supervisors
- Impact of Reductions or Transitions
- Communication with Co-Workers
- Family Problems
- Increasing Job Satisfaction

ARTICLE 22

Uniforms

Section 22.1 Upon hire, all full-time officers shall be issued the following items: one (1) pair of boots; one (1) pair of work shoes; five (5) pairs of uniform pants; five (5) long-sleeved uniform shirts; five (5) short-sleeved uniform shirts; five (5) pairs of socks; one (1) necktie; one (1) class A dress hat; one (1) baseball cap; one (1) winter hat; one (1) all-season coat; one (1) raincoat; two (2) name tags; one (1) inner pants belt; one (1) duty belt; one (1) duty holster; one (1) magazine pouch; one (1) radio holder; one (1) expandable baton holder; one (1) OC pouch and OC canister; four (4) belt keepers; one (1) pair of patrol duty gloves; and one (1) flashlight.

Section 22.2 Duty pistols may be purchased at the time of hire. Newly hired, full-time police officers shall, upon request, be entitled to a \$300 voucher toward the purchase of a department-authorized duty pistol at an authorized vendor designated by the University.

Section 22.3 Each July 1, all full-time officers who have completed their probationary period will receive a uniform allowance of \$750.00. The uniform allowance must be used by May 1 of the following year and may only be used to purchase uniform items and duty-related equipment authorized by the Chief of Police. The Department shall authorize at least two (2) vendors that accept the University's method of payment. Employees utilized in a special assignment or plain-clothes role are entitled to use their allowance toward the purchase of items of attire or alternate approved uniforms and equipment appropriate for their assignment, subject to Department approval.

Section 22.4 Full-time officers assigned to special units shall receive an additional \$500.00 annually to be used toward maintaining uniforms and personal equipment specific to that specialty, subject to Department approval.

Section 22.5 Full-time officers shall be entitled to use their annual uniform allowance toward the purchase of a firearm under the following conditions only: The Department changes the authorized capacity of the duty weapon, or an officer is selected to a specialty unit and opts for a different alternate authorized duty weapon, or an officer's duty weapon is at least five (5) years old or is no longer safely functional.

Section 22.6 All new police officers shall be provided with a bullet-resistant vest approved by the Chief of Police. All police officers employed as of the date of this agreement shall have their vest replaced upon vest expiration. Every five (5) years or in accordance with manufacturer instructions on vest longevity, whichever is longer, the Department shall replace an officer's vest. The vest must be worn at all times while the employee is on duty and may be taken home during off-duty times. If the vest is damaged, whether intentional or not, during non-working hours or if the vest is damaged, intentionally or negligently, during working hours, then the employee may be disciplined and will be responsible for the replacement cost of such vest. Furthermore, the vest is considered University property, so it must be returned if the employee separates from the University.

Section 22.7 Uniforms and equipment issued by the Department, to include bullet-resistant vests, shall only be used while performing the duties of a University of Pittsburgh Police Officer. The Department reserves the right to conduct uniform and equipment inspections. Officers not meeting published Departmental standards shall be subject to disciplinary action.

ARTICLE 23

Miscellaneous

Section 23.1 The University shall provide employees with individual balances of vacation, sick and personal days on a monthly basis.

Section 23.2 The University shall provide a labeled binder containing hardcopy up-to-date and relevant Standard Operating Procedures (SOP) directives and other e-mail correspondence containing departmental directives available to all Officers for reference at any time.

Section 23.3 Members of the bargaining unit are covered by the same Indemnification Policy as exists for the University's non-represented staff members on the exact same basis as such non-represented staff.

Section 23.4 Within in three (3) calendar days after signing, the University shall print and distribute to each Employee copies of this Agreement as well as other relevant provisions of previous Agreements made throughout the year.

Section 23.5 Officers may bring forth requests for any elective in-service training they believe to be applicable to their assignment. Taking into account cost, staffing, and applicability to the requestor's Department role, such requests shall not be unreasonably denied. Reasonable efforts to allow multiple officers to attend the same elective training will be made if staffing permits. If multiple attendees are not permitted, the first person to submit the request shall be given preference. Additional officers shall be selected in seniority order to attend at a later date, if possible. Training for specialty assignments shall be assigned by the Department to the members of the unit in the University's discretion.

Section 23.6 The University will post known blackout dates on the department scheduling calendar by January 5 of each year.

Section 23.7 Any vacation days that fall on black out days that were scheduled prior to the vacation being requested shall not be unreasonably denied. Vacation requests submitted prior to black out days being identified shall not be unreasonably denied.

Section 23.8 The University will seek the Union's input regarding schedules. Based upon seniority, officers will have the opportunity to pick their preferred slot within the schedule in November and the schedule will be posted for the following year no later than Dec 1st. Schedules will become effective in January.

ARTICLE 24

Labor-Management Committee

Section 24.1 It is agreed that the parties will form a joint committee which shall meet in February, June and September during normal business hours at a time mutually agreed upon to further understanding and cooperation, with the express purpose of improving the daily work environment. This Labor-Management Committee shall be a permanent committee. The Union shall be represented by their Stewards and/or Union representatives. Time spent by a bargaining unit employee at a Labor-Management Committee meeting will not be considered to be paid time for any purpose unless management agrees in writing in advance to schedule the meeting during the employee's scheduled shift.

Section 24.2 It shall be the function of this committee to discuss and exchange points of view on matters of common interest, which either party believes will contribute to improvement in relations between them within the framework of the Agreement.

Section 24.3 It is understood that appeals, grievances or problems of individual employees shall not be subject to discussion at these meetings. Further, the meetings shall not be for any other purposes, which will modify, add to, or detract from the provisions of this Agreement.

Other meetings of the committee may be scheduled within reason as the need arises, upon request of either party at times mutually agreed upon.

Section 24.4 The University and the Union agree to exchange agendas of topics to be discussed at least five (5) calendar days in advance of the date set for the meeting. If unusual circumstances or timeliness of events do not allow for inclusion of discussion items on the agenda submitted in advance of the meeting, the University or the Union may present discussion items at the scheduled meetings, and the issues presented may either be discussed by both parties as an off-agenda item, or tabled for later discussion by the parties.

ARTICLE 25

Term of Contract

This Agreement shall become effective July 1, 2022 and shall continue in full force and effect until midnight June 30, 2027. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing, pursuant to Act 195, that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days thereafter.

ARTICLE 26

Savings Clause

Section 26.1 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.

IN WITNESS WHEREOF, the parties hereto have set their hands as follows.

The University of Pittsburgh
of the Commonwealth System of
Higher Education at Johnstown

James W. Gallaher Jr.

James W. Gallaher Jr.
Vice Chancellor
Human Resources

04/19/2023

Date

International Union, Security,
Police and Fire Professionals
of America (SPFPA)

Thomas Hearn

Thomas Hearn
Local 502 Vice President

7/14/23

Date

Tony Seefeld

Tony Seefeld
Region 2 Midwest Director

4-14-23

Date

APPENDIX A

Wages

Years of Experience	7/1/2022	Effective Upon Ratification	7/1/2023	7/1/2024	7/1/2025	07/01/2026
0 – 1 Year	\$20.41	\$22.45	\$23.12	\$23.82	\$24.29	\$24.78
1 – 2 Years	\$21.84	\$24.02	\$24.74	\$25.49	\$26.00	\$26.52
2 - 3 Years	\$23.68	\$26.05	\$26.83	\$27.63	\$28.19	\$28.75
3 + Years	\$27.74	\$30.51	\$31.43	\$32.37	\$33.02	\$33.68

Master Police Officer: Police Officers attaining at least 10 years of service and who have achieved a minimum satisfactory evaluation will be designated as a Master Police Officer and will receive 105% of the Police Officer 3+ Year rate.

Field Training Officer: Police Officers assigned to and operating in the role as a Field Trainer shall receive a 10% increase in salary for each hour of such assignment. The increase is in effect only when conducting field training for a fellow employee, intern or observer.

Part-time Police Officers

Effective 7/1/2022	\$19.25
Effective Upon Ratification	\$21.18
Effective 7/1/2023	\$21.81
Effective 7/1/2024	\$22.46
Effective 7/1/2025	\$22.91
Effective 7/1/2026	\$23.37

For all employees, wage increases shall be effective on the designated dates for employees who are on the active payroll on the designated date. An employee on any approved leave of absence, including, sick leave, unpaid leave of absence, layoff, Workers' Compensation, leave for which the employee is receiving sick and accident benefits or long-term disability, will receive the applicable wage increase in the employee's first full biweekly pay upon the employee's return to work. An employee who is on an approved leave of absence and uses sick or vacation days will be entitled to retroactive pay for the applicable wage increase for the used vacation or sick days in the employee's first full biweekly pay upon the employee's return to work.

Effective upon ratification of this agreement, all members will receive a \$1,000 signing bonus and a one-time increase of 10% to the base wage rate, which is reflected in the wage charts above.