

**AGREEMENT**

**Between**

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

**and**

**SERVICE EMPLOYEES INTERNATIONAL UNION PITTSBURGH LOCAL 32BJ**

**July 1, 2021 to June 30, 2025**

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## **ARTICLE 1: RECOGNITION**

The UNIVERSITY hereby recognizes the UNION as the sole and exclusive bargaining representative for all classifications of employees in the unit certified by the Pennsylvania Labor Relations Board as Case No. PERA-R-5043W.

## **ARTICLE 2: UNION SECURITY AND CHECK OFF**

1. Upon completion of sixty (60) days of employment, members of the Union shall be required to pay the Union's periodic dues and initiation fees as a condition of continued employment. Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting the discharge of a Union member because s/he has not satisfied the membership obligations set forth hereunder, the employee shall be discharged within fifteen (15) days of the letter if prior thereto s/he does not take proper steps to meet the obligations. The Employer agrees to deduct the Union's monthly dues, initiation fees, assessments, and American Dream Fund contributions from the pay of each Union member from whom it receives written authorization, and will continue to make such deductions while the authorization remains in effect. Monthly dues deductions will be made from the pay for the first full pay period worked by the employee following the receipt of the authorization, and thereafter will be made from the first paycheck each month that the employee receives. Dues and other monies deducted in accordance with this paragraph shall be forwarded to the Union no later than the twentieth (20th) day of each month. The University shall transmit dues, initiation fees, and all legal assessments deducted from employees' paychecks to the Union electronically via ACH or wire transfer utilizing the 32BJ self-service portal, unless the Union and the University agree that dues be remitted by means other than electronic transmittals. The University shall immediately notify the Union of any non-governmental organization request for the identity and/or contact information of bargaining unit members. The University shall provide a copy of the request and any materials submitted with the request. The University shall provide the Union at least fourteen (14) days to review and challenge the scope of the request prior to the

University's response to the disclosure request. The University agrees to consider the Union's responses prior to disclosing any information about bargaining unit members.

2. When the University needs additional employees, it shall give the UNION equal opportunity with all other sources to suggest suitable applicants, but the University shall not be required to hire those suggested by the Union. The University may continue to employ students on a temporary part-time basis in accordance with past practice as long as no bargaining unit employees are on layoff.

3. The Union agrees to indemnify and save the University harmless from any and all claims, suit or other forms of liability brought against the University as a result of any action taken by the University under the provisions of this article.

### **ARTICLE 3: WAGES**

1. The job classifications of the employees covered by this Agreement and the wages paid to such employees are set forth in Appendix "A" which is attached hereto.

2. If substantial changes are made in the regular job duties and requirements of any job, either the UNION or UNIVERSITY may propose a revision of the wage rates for that job. If the parties are unable to mutually agree, the matter shall be submitted to binding arbitration.

3. If the UNIVERSITY introduces new job classifications, the wage rates for the new classifications shall be negotiated between the parties. If the parties are unable to mutually agree, the matter shall be submitted to binding arbitration.

### **ARTICLE 4: WORK WEEK AND HOURS OF WORK**

1. The normal workweek for full-time employees shall consist of five (5) consecutive eight-hour days, followed by two (2) consecutive days off.

2. The normal workday shall consist of eight (8) consecutive hours, including a paid meal period. The meal period shall be regularly scheduled and shall be one-half (1/2) hour. There shall be no split shifts. Split shift is the time interrupted within a normal consecutive eight-hour day. There shall be

one (1) paid fifteen (15) minute relief period scheduled approximately midway between the start of the shift and the scheduled meal period. This relief period shall not be used to extend the meal period or to alter the scheduled hours of work.

3. There shall be a posted work schedule for all regular employees. No work schedule shall be changed without at least one (1) week's notice to the affected employees and without prior notice to the UNION before the effective date of the change. No employee shall be required to leave work prior to his scheduled quitting time to avoid payment of overtime.

4. Employees temporarily assigned to work in a job classification with a higher wage rate for a period in excess of one (1) hour shall be paid the higher rate in increments of one (1) hour for the period of time temporarily assigned. Employees temporarily assigned to a job classification with a lower rate shall receive their regular hourly rate.

5. Shift changes (hours of work) of ten (10) or fewer workdays are considered temporary, and are made by the UNIVERSITY to accommodate operational need. Shift changes of more than ten (10) workdays are offered on a work group seniority basis. If insufficient numbers of employees accept the offer, or if no employee accepts the offer, the least senior employee shall be assigned to the shift. The UNIVERSITY retains the right to make temporary assignments within the bargaining unit. Employees regularly scheduled to work the Night Shift, including those who switch into such shift pursuant to Section 6 of this Article or are mandated by the University to fill such shift, will receive a \$0.30 per hour shift differential. "Night shift" shall mean any shift occurring in whole between 9:00 pm and 9:00 am.

6. Employees, with the approval of management, will be allowed to switch days and/or shifts within any given pay period up to four times per calendar year per employee so long as it does not result in overtime. The employees must give written notice to management at least three (3) days in advance. Employees will only be allowed to switch within their workgroup and will be expected to work and will be responsible for the days and/or shifts they have chosen. Shipping and Receiving employees must switch with the employee who is next in rotation on roster. Forms will be provided by the University and will be signed by the employees switching and the manager

approving the change. Each employee will receive a copy of the signed form that will list the names of the employees, the original scheduled days and/or shifts and the days and/or shifts being accepted by the employees.

### **ARTICLE 5: OVERTIME**

1. One and one-half (1 1/2) times the regular rate shall be paid for all hours worked in excess of eight (8) hours in any day or forty (40) hours in any week. There shall be one (1) paid fifteen (15) minute relief period between a normal eight (8) hour work day shift and overtime shift.

2. There shall be no pyramiding of overtime pay.

3a. Overtime Assignments: There shall be the following four (4) custodial overtime rosters:

1. Academic work group overtime roster.
2. Academic work group overtime roster for Residential assignments.
3. Residential work group overtime roster.
4. Residential work group overtime roster for Academic assignments.

Overtime, if any, shall be offered on an equal basis among custodial employees within each roster. The shipper/receiver and the deliverer/cleaner are on the Academic overtime roster. The rosters shall be arranged and rotated in work group seniority order, by first rotating among the roster where the work is to be performed, then rotating the other work group roster. The work group assignment takes priority. To be considered available for any overtime assignment, each employee must sign the applicable overtime roster for the employee's work group. An employee who refuses an assignment or is not available when called shall lose his/her turn in that cycle. If an insufficient number of employees accepts an overtime assignment, a sufficient number of employees shall be assigned beginning with the least senior employee in the work group where the work is to be performed. If management is unable to mandate a sufficient number of employees from the roster where the work is to be performed, then management shall assign beginning with the least senior employee in the opposite work group.

Non-custodial: Overtime, if any, shall be offered on an equal basis among non-custodial employees within each classification where such work occurs when and where practical to do so. If an insufficient number of employees accept an overtime or upgrade assignment, the least senior qualified employee shall be assigned.

Probationary employees: In order to be eligible to participate in the overtime rotation or be subject to overtime mandation, an employee must have completed their 480-hour probationary period.

3b One employee from Academic/Residential custodial classification and one from Maintenance classification are on-call 24/7 days per week. Two employees from the Grounds classification will be on call from December 1 through March 31. On-call is mandatory for all employees and will be rotated in order of seniority (beginning with least senior employee). Academic and Residential Custodians workgroups will be combined for the purposes of on-call only. Flat payment of \$80 per week with two (2) hour minimum call-out pay. In the event, an employee will be on leave and unable to fulfill his/her on-call obligation, he/she is responsible for finding a replacement. If the employee does not find a replacement, the least senior employee will be mandated for that particular week. Employees must respond to a Supervisor call-out telephone request within fifteen (15) minutes. Employees must report to campus within 45 minutes of call-out request. Failure to comply with the requirements of this paragraph will result in disciplinary action and relinquishment of the \$80 flat payment.

4. An employee who works on his or her regularly scheduled day off, and who has not actually worked forty (40) hours in the work week, shall not be paid overtime for less than forty (40) hours worked; however, employees shall be allowed a one-time, no fault exemption once each calendar year. Pre-approved vacation days or personal holidays and scheduled holidays shall continue to be included as time worked.

5. Employees who are not assigned to be on call pursuant to Paragraph 3 and are nevertheless called to work overtime shall be guaranteed pay for at least four (4) hours of work on such



assignment at the overtime rate of pay. This shall not be construed as a guarantee of the amount of overtime when called out before the scheduled workday or retained after the regular workday for overtime.

6. Holidays shall be credited as time worked for the purpose of computing overtime.

7. Employees who are denied overtime as a result of a violation of this Article shall be awarded pay at the overtime rate for the overtime hours actually worked. For the purposes of this Article, employees on approved leave, including those who are on vacation (including days between the last day of work and vacation days, and the first day back to work and vacation days), shall be considered not available to work overtime, and shall not be assigned mandatory overtime. However, employees must provide written verification no later than three (3) days prior to their leave if they are willing and able to work any overtime. Both parties shall sign the appropriate form provided by management, and a copy will be provided to the employee.

Furthermore, the University shall not be considered to have violated this Article if it makes a reasonable effort to notify an employee of an overtime opportunity.

## **ARTICLE 6: HOLIDAYS**

1. The following days shall be recognized as paid holidays for all regular employees in accordance with the University's Academic Calendar:

New Year's Day  
Martin Luther King's Birthday  
Spring Holiday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Day before Christmas  
Christmas

The University designates the date of the Spring Holiday based on the University's Academic Calendar.

The University agrees that, to the extent the University recognizes Juneteenth as a paid holiday for non-represented staff, it will recognize Juneteenth as a paid holiday for the Union.

In the event a holiday falls on a Saturday or Sunday, the University shall have the discretion to observe such holiday on either the preceding Friday or following Monday. All holiday dates are subject to change based on the University's Academic Calendar, and any necessary changes will be posted at least fourteen (14) days in advance of the affected holiday.

Two (2) Personal Days, subject to advance request of at least three (3) days, and approval by the UNIVERSITY. Employees may request the use of a personal day with less than three (3) days notice for emergencies. Such requests shall be reviewed on a case-by-case basis. Such requests shall not unreasonably be denied.

2. Employees who work on said holidays shall be paid time and one-half (1 1/2) their regular rate, plus holiday pay for such day. Employees who work on Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and/or Christmas will receive an additional eight (8) hours of regular (straight time) pay.

3. Any regular employee whose normal day off falls on a holiday shall receive an additional day's pay therefor, or, at the option of the UNIVERSITY, shall receive an extra day off within a week from the date of the holiday.

4. If a holiday falls within an employee's vacation period, he shall receive the holiday pay, or an additional day off at the option of the UNIVERSITY.

5. In order to be paid for the holiday set forth in Section 6 (1) above, an employee must have:

- A. completed a probationary period of four hundred & eighty (480) hours actually worked.
- B. worked, been on vacation, or a sick day (not sick and accident pay) in the payroll period in which the holiday occurs, or on the payroll, the payroll period immediately preceding the payroll period in which the holiday occurs.
- C. have worked his last scheduled day prior to the holiday and the first scheduled work day subsequent to the holiday, except for pre- approved and pre-scheduled vacation days. However, employees shall be allowed one "no-fault" call off (sick day) per calendar year, on the last scheduled workday prior to the holiday or the first scheduled workday subsequent to the holiday.

## **ARTICLE 7: VACATIONS**

1. All employees shall be entitled to receive the following vacations with pay. Length of Service Amount of Vacation Time

1 thru 5 years	2 weeks
6 thru 10 years	3 weeks
11 thru 20 years	4 weeks
21 and over	5 weeks

2. An employee shall be eligible to use his vacation entitlement as described in Section 7 (1) above, the first day after the completion of his first year of employment (individual anniversary date). The employee must use his entire vacation entitlement by the last day prior to his next individual anniversary date. There shall be no over carry of vacation from one anniversary year to another. The vacation schedule shall be administered on an anniversary year basis.

3. The UNIVERSITY shall post, no later than January 15<sup>th</sup> of each year, those available vacation dates which shall be on a year-round basis. Employees shall have the right to choose their vacation in accordance with their work group seniority. The vacation selection will be completed by February 1st of each year and those employees who wish to change their vacation subsequent to February 1st, or who do not choose during the selection period, must schedule vacation according to the remaining available dates. Once an employee's vacation is scheduled, it may not be changed except by mutual consent of the employee and the UNIVERSITY except in the event of an emergency. The number of employees permitted to be on vacation at any given time shall be determined by the UNIVERSITY.

Employees shall submit vacation requests at least seven (7) calendar days in advance of the first vacation date requested, consistent with the other provisions of this Article. Employees may schedule up to five (5) vacation days in increments of less than five (5) days, consistent with other provisions of this Article.

Employees may request additional vacation days in less than five (5) consecutive day increments. Such requests shall be submitted after the annual vacation picks are made. All vacation days are to be taken on an anniversary year basis. Approval for such days are discretionary, based on operational needs.

4. In the event the employment of an employee is terminated, he shall receive pro rata vacation benefits. However, if such employee quits or abandons his or her job without at least one (1) week's notice or if such employee is discharged for dishonesty, the use of intoxicants, illegal drugs or for any other good cause, he or she shall forfeit accrued vacation pay.

5. Upon request, employees shall receive vacation pay with the last regular pay prior to their scheduled vacation if the vacation was scheduled at least two (2) months prior to the first day of vacation.

6. If an employee is laid off, absent due to illness in excess of accumulated sick leave or absent due to any leave, he will receive a pro rata share of vacation.

7. There shall be four (4) groups for vacation picks. Housing and Academic for custodial employees, and Groundskeepers and Maintenance.

8. If an employee is hurt on the job, then the employee shall be able to carry vacation time and use within twelve (12) months of his/her return to work.

### **ARTICLE 8: NO STRIKE - NO LOCKOUT**

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.

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 9: CASES OF EMERGENCY**

It is also agreed that in the case of emergency, such as flood, fire, epidemic or other unforeseen major contingency, the non-economic terms of this Agreement shall not 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.

1. All bargaining unit employees in the Facilities Management Department are considered essential personnel. They shall be paid in accordance with the following:

- a. In the event classes are cancelled, then all employees are expected to report for their regularly scheduled shift. The employees will be paid at the applicable regular rate of pay.
- b. In the event the University closes, all employees are expected to report for their regularly scheduled shift. The employees will be paid at one and one half (1-1/2) times the applicable regular rate of pay.
- c. If the Governor declares an emergency situation and the University closes, but travel is not restricted, then employees are expected to report for their regularly scheduled shift. The employees will be paid at one and one half (1-1/2) times the applicable regular rate of pay.
- d. If the Governor declares an emergency situation and prohibits travel, employees will have the option of using a personal or vacation day or be in a non-pay status. Employees who work will be paid at one and one half (1-1/2) times the applicable regular rate of pay.

## **ARTICLE 10: SENIORITY**

1. Employees shall have bargaining unit seniority and work group seniority. Bargaining unit seniority shall be established as of the last date of hire of an employee within the bargaining unit. All employees who move from University employment into the Union will have their University seniority applied for benefits purposes, including, but not limited to vacation to accrual pursuant to Article 7, retirement benefits identified in Article 17, Section 5, education benefits defined in Article 25, and separation pay under Article 19, if applicable. Work group seniority shall be established as the first day an employee begins working in such work group.

2. All employees shall be classified in one of the following work groups:

- (a) Groundskeepers
- (b) Maintenance

(c) Academic Custodial

(d) Housing Custodial

3. In all cases of layoff, work group seniority shall govern with due consideration for the ability of the remaining employees to perform the available work. The employee with the least work group seniority shall be the first laid off. That employee shall have the right to exercise his bargaining unit seniority and bump the least senior employee in any work group whose job he can perform. Any employee so bumped may likewise exercise his bargaining unit seniority. When the employer needs additional employees in any work group, employees in such work group who are on layoff or who were laid off and exercised their right to bump, shall be recalled in the reverse order in which they were laid off before such jobs are posted for bid or new employees are hired.

4. (A) In the event there are any job vacancies in any work group, such job vacancies shall be posted for bid on bulletin boards throughout the UNIVERSITY for a period of eight (8) consecutive calendar days. Job postings shall include a job description, work group, classification, hours of work and days off. The posted job shall be awarded to the most senior employee within the work group who bids on the job, provided such employee is qualified, and capable, and available within ninety (90) working days of job posting to perform the work. If the vacancy is not filled from within the work group, it shall be awarded to the most senior employee in the bargaining unit who bids for the job, provided the employee is qualified and capable of performing such work. Employees shall have the right to bid jobs from one work group to another.

If the University has a need to create and/or decides to fill a temporary position expected to exceed twenty (20) working days due to a leave of absence, an injury, an illness or a seasonal operational need, then the position will be posted in accordance with the provisions stated in this paragraph 4(A) and such posting will include the anticipated beginning and end dates of the temporary assignment. If the originally projected end date changes by more than twenty (20) working days, the position will be re-posted as a new temporary vacancy within two (2) calendar days of the University's receipt of notice of such change, and the employee filling the original temporary vacancy shall continue in the assignment

until such re-posting process is completed. The successful bidder of any temporary position will receive the applicable wage rate and/or benefits of the temporary position being filled, except that the employee will not accrue work group seniority in the temporary work group. The successful bidder of the temporary position will return to his/her former classification, wage rate and schedule, without any loss of work group seniority in the employee's original work group.

(B) The posted job shall be awarded to the most senior employee within the workgroup who bids on the job, provided such employee is qualified, capable, and available within ninety (90) working days of job posting, to perform the work. Groundskeeper/Mechanic and Maintenance Worker A and B positions will be subject to testing by a third party related to the job classification. Maintenance C will receive a 30 working day job shadowing opportunity with a current Maintenance A or B employee and 30 working days as a regularly scheduled employee. On/around Day 60 of the probationary period, Maintenance C employee will receive a hands-on demonstration test given by the University. For all testing, one Maintenance workgroup representative and one Union Steward will be allowed to attend.

(C) Upgrades (out of grade pay assignments) shall be rotated on the basis of seniority. Any employee who refuses an upgrade or is not available when his turn comes shall lose his turn in that cycle. For receiving or delivery upgrade, if an employee refuses the upgrade in excess of three (3) times, employee will be removed from the upgrade list for one full year.

(D) When Groundskeepers are working in areas (April thru September), the campus will be divided into four areas. There will be two Groundskeepers assigned to work, as a team, in each area, and they will be responsible for all routine grounds functions, trash collection, and special projects in that area. The Groundskeepers will select the area they would like to work in based on seniority. From October through March, Groundskeepers will select their daily tasks, based on seniority. The Supervisor will coordinate and prioritize all grounds work year-round. Equipment assignments will be matched with the assigned task, as a package, taking into consideration factors such as the nature of each task, specific equipment needs for each task, and equipment availability. Assignments will be subject to revision by

Management as needed in case of absences or unforeseen circumstances. During the winter months, assignments will continue to be bid daily by seniority.

(E) In all cases of job bids, the employee shall be given a trial period of sixty (60) work days. During this period, the UNIVERSITY may determine that the employee is not suitable, then he will be returned to his former job classification. If the employee wishes to return to his previous classification, he must notify the UNIVERSITY before the expiration of the sixty (60) day trial period. If an employee has a successful bid, another bid cannot be made for another year.

Whenever an employee successfully bids any job vacancy within his work group, his previous job will not be subject to being filled by another employee job bid from within the same work group.

(F) An employee who is reassigned to another workgroup by management and who did not sign a job bid or volunteer to be moved, shall carry his prior bargaining unit seniority into the new work group.

5. 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.
- (c) An employee is laid off from all employment with the UNIVERSITY for a period of longer than twelve (12) continuous months.
- (d) Failure to accept a job comparable to the one which he held immediately prior to layoff, resulting in his name being removed from the reemployment list.
- (e) Failure to report his intention of returning to work within five (5) days of notice of recall from a layoff or approved leave of absence, and/or failure to actually report for work within ten (10) days after being called back by the UNIVERSITY, providing that a return receipt letter was mailed to his last known address. A copy must also be provided to the UNION. All employees assume full responsibility for their correct address and telephone number being registered with the UNIVERSITY.



- (f) An employee is absent from work three (3) consecutive days without proper notice to his supervisor, unless it is physically impossible to do so.
- (g) An absence from work for thirty (30) consecutive months. For employees hired prior to January 1, 2011, absences for an injury compensable by Workers' Compensation shall not be included.

6. The UNIVERSITY shall supply the UNION with a list containing the names and addresses of all employees in the bargaining unit with their UNIVERSITY and work group seniority. Such list shall be kept up-to-date by notice to the UNION of all employees who are laid off, recalled, discharged or newly hired.

#### **ARTICLE 11: GRIEVANCE PROCEDURE AND ARBITRATION**

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 ten (10) calendar 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 11.

2. Step I: The written grievance shall contain the name and job classification of the grievant, the date of the incident, the contract provision that is the basis of the grievance, and the remedy sought. It shall be presented to the Director of Maintenance and Operations who shall discuss it with the grievant and his steward within five (5) calendar days of presentation. The Director of Maintenance and Operations shall give a written answer within ten (10) calendar days of presentation.

4. Step II: If the grievance is not settled in Step I, the UNION may appeal it by giving a written notice of such appeal within ten (10) calendar days of the receipt of a written answer from the Director of Maintenance and Operations to the Labor Relations representative at the Oakland Campus who shall discuss it with a UNION Representative. Within seven (7) calendar days of notice of the

appeal, the parties shall agree upon a date for the grievance to be heard. The Labor Relations representative shall give a written answer within ten (10) calendar days of the presentation of the appeal.

5. Step III: If the grievance is not settled, either party may, within thirty (30) calendar days after the receipt of the answer at STEP II, by the written notice to the other, request arbitration. If the parties cannot mutually agree on an arbitrator, they may agree to request a list of arbitrators from the State Bureau of Mediation. If the parties do not agree to utilize the State Bureau of Mediation, 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 alternately 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 decision of the arbitrator shall be final and binding on the parties and not subject to any court review. 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 services shall be borne equally by the UNIVERSITY and the UNION.

6. 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.

7. 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 II of this Article.

8. The Parties, by mutual agreement, may submit any unresolved grievance to mediation through with the Pennsylvania Bureau of Mediation or the Federal Mediation and Conciliation Services (FMCS).

9. The parties agree to use the SEIU Local 32BJ grievance forms; all grievances filed shall include the date of the alleged incident on the form.

10. Any of the above time limits may be extended by mutual agreement between the Union and the Employer. The Employer agrees that, in the event the Union initially declines to pursue a

grievance to arbitration concerning the suspension or discharge of an employee, the time strictures for filing for arbitration shall be held in abeyance for up to 60 days pending the employee exhausting his or her appeal rights pursuant to the Union's Constitution and By-Laws.

### **ARTICLE 12: DISCIPLINE AND DISCHARGE**

1. The UNIVERSITY is empowered to hire and has the right to discharge or suspend any employees for just cause. Without limiting the foregoing rights and in recognition of the special responsibilities of the UNIVERSITY to the youth of the community, examples of, but not an exclusive list of, situations best addressed by accelerated or summary discipline or dismissal include cases of use, sale or possession of illegal or controlled substances on the job, intoxication on the job, theft, fraud, physical threat to another person, serious or chronic disregard for safety policies or procedures, ethnic intimidation, major intentional damage to University equipment or property, gross insubordination or similar serious offenses.. The UNION recognizes the right of Management to direct and control the policies of the UNIVERSITY so long as those policies do not violate any provisions of the Agreement.

2. The UNIVERSITY agrees that it will notify the UNION in writing within two (2) working days after any suspension or discharge of any employee and the reason therefor. Such written notice shall also be given to the employee who is suspended or discharged, as well as to the Shop steward.

### **ARTICLE 13: PROBATIONARY EMPLOYEES**

1. All new employees shall be considered probationary employees for the first four-hundred eighty (480) hours worked. A probationary employee may be laid off or released for any reason during the first four hundred and eighty (480) hours worked. A probationary employee shall be hired at eighty percent (80%) of the base wage schedule set forth in Appendix "A" for his job classification and upon successful completion of one calendar year, an employee's base wage shall be increased to one hundred percent (100%) of the base wage schedule set forth in Appendix "A" for his job classification.

2. Sick days and vacation days may be accrued but cannot be taken until an employee has successfully completed the probationary period.

#### **ARTICLE 14: EQUAL OPPORTUNITY**

The UNIVERSITY and the UNION agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, sexual orientation, age, marital status, veteran status, non-relevant physical handicap or national origin.

#### **ARTICLE 15: NO REQUIREMENTS FOR LIE DETECTOR TESTS**

The UNIVERSITY agrees not to require any employee to take any lie detector tests under any circumstances for any reason whatsoever.

#### **ARTICLE 16: MANAGEMENT RIGHTS**

Subject only to the limitations stated in this Agreement, the UNION recognizes that the UNIVERSITY retains the exclusive right to manage its business, to direct the work force and to conduct its operations in an efficient manner.

#### **ARTICLE 17: EMPLOYEE BENEFITS**

1. The benefits named below are described in separate booklets or handouts, which are available to the UNION and to the employees. Information is available in the UPJ personnel office. In order to be entitled to each of these benefits, employees must enroll for each benefit.

2. Employees shall choose from among the medical insurance options made available by the University at the time of their hire. Eligible employees whose start date is the first working day of the month shall have medical insurance benefits effective that month. Eligible employees whose start date is after the first working day of a given month shall have medical insurance effective the first day of the following month. The University will contribute to the monthly premium cost of the employee's plan of

choice on the same basis and in the same amount as it does for its non-represented faculty and staff, excepting only that the medical, vision and dental employee-contribution premium rates shall be frozen for participating employees for one year, for the plan year beginning July 1, 2021. Employee contributions to monthly medical insurance, vision and/or dental insurance premiums shall be made on a pre-tax basis. Employees may waive participation in University medical insurance benefits, so long as they provide written certification that they are covered by an alternative medical insurance program.

Employees who waive participation in University medical insurance benefits will be paid an additional fifty dollars (\$50.00 gross amount) per month. All employees shall be entitled to a period of open enrollment, at a time designated by the University, to change to another medical insurance option made available by the University. Unless there is an officially recognized status change, a change in medical insurance options is irrevocable until the next open enrollment period. Any medical insurance options added or deleted by the University for its non-represented faculty and staff shall be applicable and effective on the exact same basis to members of the bargaining unit. Should the University drop a medical insurance option for any reason, employees so affected shall be entitled to choose from any remaining option. In the event that the University switches carriers for a given medical insurance option, a like level of benefit(s) must be maintained. The University agrees to provide written notice of any such change to the Union.

The Union is free to consider alternative medical insurance plans to those offered by the University. The University agrees to participation in an alternative medical insurance plan for its employees, provided that (a) the University is given at least sixty calendar days written notice and the Union is responsible for any special open enrollment process and (b) the University contribution to any alternative medical insurance plan shall not exceed its contribution under the provisions of Article XVII Section 2 as stated above. The University agrees to cooperate with the Union by giving reasonable access to its members on campus during non-scheduled work hours to facilitate a special open enrollment.

3. All full-time employees shall be eligible to participate in the University's Long- term Disability programs on the same basis as the non-represented classified staff of the University. Any

amendments to either of these programs or policies shall be applicable and effective on the exact same basis to members of the bargaining unit.

4. All full-time employees shall be eligible to participate in the University's Group Life insurance coverage on the same basis as the non-represented classified staff of the University. Any amendments to this insurance program shall be applicable and effective on the exact same basis to members of the bargaining unit.

5. Retirement Program: All full-time employees in the bargaining unit are eligible to participate in the University's Defined Contribution Plan on the same basis as the University's non-represented faculty and staff. Any and all amendments made to these benefits shall be applicable and effective on the exact same basis to members of the Bargaining Unit. The University's Defined Benefit Plan will be closed to new entrants from this Bargaining Unit effective June 30, 2018.

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

**Benefits at Retirement** Full-time employees in the bargaining unit must meet the same eligibility requirements for benefits at retirement as must the University's non-represented faculty and staff. The benefits available to the University's non-represented faculty and staff upon retirement on or after official University retirement age, including medical insurance, the Defined Dollar Benefit Program and life insurance benefits, and any amendments to such benefits, shall be available to bargaining unit members upon retirement on or after the 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.

### **ARTICLE 18: WORK CLOTHES**

1. Employees shall receive 5 pants, 5 shirts, and 2 sweatshirts per year. The sweatshirt may be exchanged for a pair of pants or shirt only. The shirt options will be polo, pocket t-shirts and long-sleeved t-shirts and shall bear the University name and/or logo. One ball cap and one winter knit cap that will bear the University name and/or logo will be provided only one time per employee, as requested. The pants and shirt must be worn at all times while the employee is on duty. Management, at its discretion, will replace work-clothing units as needed. In addition, grounds employees shall receive 1 insulated zippered leg coverall and 1 uninsulated leg coverall (zippered leg, if available) upon request. Employees who bid into the grounds crew shall be provided with the coveralls upon completion of the trial period. All newly hired employees shall be provided with the appropriate uniforms upon completion of the provisional/probationary period. The University shall provide protective clothing and devices as required, such as disposable and rubber gloves for cleaning commodes and washing with chemicals. Protective wearing apparel shall include raincoats and winter coats for employees required to work outside in inclement weather and shall be replaced as needed. Insulated coveralls for maintenance will be provided upon request.

2. If an employee is required to have safety or safety prescription glasses for his work, the UNIVERSITY shall provide them.

### **ARTICLE 19: TERMINATION PAY**

1. In the case of termination of employment because of physical or mental inability to perform his duties or because of reduction in force, an employee shall receive, in addition to his accrued vacation credits, termination pay as follows:

5 to 10 years service	1 week's pay
10 to 15 years service	2 week's pay

15 to 20 years service 3 week's pay  
20 to 25 years service 4 week's pay

2. Acceptance of termination pay shall result in the termination of employment and the loss of all seniority rights.

## **ARTICLE 20: SICK LEAVE**

1. Each employee shall be credited with seven (7) sick days each January 1. Effective July 1, 2021 the number of sick days will be increased to a total of nine (9). Effective July 1, 2024, the number of sick days shall be increased to a total of ten (10). Sick leave may be accrued up to one hundred and twenty (120) days.

2. Sick time may be used only for health reasons, family care obligations, and other conditions that have a bearing on physical and mental welfare. Sick time may be taken for purposes of a family care obligation only for an obligation caused by a physical or mental health condition of a family member, or if care for a dependent family member is necessitated by the closure or delayed start of a care facility or school because of severe weather conditions. Such time shall be recorded. Sick time may be taken in increments of one (1) hour.

3. An employee who completed six consecutive months without using more than eight (8) hours of sick time shall be credited with personal days or hours on the following schedule:

First Instance Eight hours

Second Instance Ten hours

Third Instance Twelve hours

Fourth Instance Sixteen hours

Bonus personal time earned under the sick leave incentive provisions shall begin the day after a full eight hour sick day is used. Bonus personal time shall be awarded the first workday of the month following the sixth consecutive month. Bonus personal time shall be scheduled and taken within six (6) months from the month awarded. An employee may request to use an earned bonus personal holiday prior



to the first of the month that follows the month in which it was earned. Such requests shall be reviewed on a case-by-case basis. Such requests shall not unreasonably be denied.

4. Upon retirement, the employee will be paid the equivalent of one day's pay for each day of unused sick leave, at the employee's regular hourly rate of pay at the time of retirement, not to exceed \$2,500 (two thousand five hundred dollars).

5. Sick and accident benefits shall be provided for all regular employees at the rate of sixty percent (60%) of his or her wage rate for a period not to exceed twenty-six (26) weeks. Benefits shall begin on the sixth workday of disability once UNIVERSITY sick leave is exhausted; however, in the event on a non-occupational injury, benefits shall be effective retroactive to the first day of disability, once UNIVERSITY sick leave is exhausted.

No benefits will be paid for disability not requiring the care of a physician, or disabilities for which Workers' Compensation benefits are available. If a disability for any reason commences within thirty (30) days following the return to active work during which benefits were paid, both disabilities will be considered as one and the same disability. The benefit shall be provided at the sole cost of the UNIVERSITY.

Employees shall be entitled to no more than twenty-six (26) weeks of sick and accident benefits in any twelve (12) month period.

If an employee is employed elsewhere while receiving sick leave or sick and accident benefits, it will result in dismissal, unless the employee has requested in writing, work within his or her limitations, and the UNIVERSITY is unable to provide a work assignment within his or her limitation during the individual's period of disability.

6. Sick leave shall not be included in the calculation for overtime pay, except as provided in Article 5, Section 4.

## **ARTICLE 21: JURY DUTY PAY**

Employees called for jury duty will be compensated by the UNIVERSITY for the difference between their regular pay and the jury duty pay, it being agreed that the employee report for work in the event that he or she is not scheduled to serve as a jury member on a given day.

## **ARTICLE 22: BEREAVEMENT PAY**

1. Regular employees are eligible for a paid leave of five working days in the event of a miscarriage or stillborn birth, or the death of a spouse, registered domestic partner, child, stepchild, son-in-law, daughter-in-law, parent, stepparent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, or parent of registered domestic partner. Bereavement leave associated with funeral services must be taken within seven calendar days of the death. Any remaining part of bereavement leave necessary to settle family issues associated with the death may be taken at a later time. Regular employees are eligible for one day of paid leave to attend the funeral of an aunt, uncle, niece, nephew, cousin, brother-in-law or sister-in-law, or sister or brother of a registered domestic partner.

## **ARTICLE 23: MISCELLANEOUS TERMS AND CONDITIONS**

### 1. Definitions

- (a) Regular Full-Time - An employee hired for an indefinite period of time, scheduled to work the normal work week and entitled to all benefits as set forth in this Agreement.
- (b) Regular Part-Time - An employee hired with the approval of the employee and the UNION for an indefinite period of time, scheduled to work less than the normal work week and entitled to a pro rata share of vacation, sick leave and holidays. Such employees shall be entitled to Hospital and Medical Benefits as described herein.
- (c) Temporary (Full or Part-Time) - An employee hired for a definite period of time, not to exceed sixty (60) days in any calendar year. Such employees are not entitled to any of the benefits set forth in this Agreement. Any temporary employee who works in excess of sixty (60) days in any one (1) calendar year shall be considered a regular employee as defined in Sections (a) and (b) above.

2. Non-bargaining unit employees, except as dictated by past practice shall not do bargaining unit work.

3. Except where it would be unreasonable to do so, there shall be no fewer than two (2) employees regularly scheduled to be on duty in the same building from 11:00 P.M. to 5:00A.M.

4. The UNIVERSITY shall not hire temporary employees until regular employees on layoff are first offered the job.

5. No temporary or student employees, assigned to Groundskeeping duties, will be used to operate riding equipment with implements attached. It is understood and agreed that for the purpose of the foregoing provision, a trailer is not an implement. However, notwithstanding the foregoing, in the event an assignment is posted for the bargaining unit and no qualified employee bids on the assignment, then a qualified temporary employee may be used solely for that assignment regardless of whether the assignment involves operation of riding equipment with implements attached. On any day that a temporary employee is performing such work, employees in the workgroup shall be entitled to select their assignment on the basis of seniority.

6. The UNIVERSITY shall provide a first-aid kit and such kit shall be made accessible to all employees.

7. The UNIVERSITY agrees to provide adequate training for its employees.

8. The UNIVERSITY shall not impose an unreasonable workload upon any employee. In the event an employee is absent, the remaining employees may be temporarily assigned to do part of the work assignments of the absent employee and they shall be instructed as to what portions of their work assignments shall not be done in order to do the extra work. They shall not be expected to perform their regular full workloads and the extra work.

9. The UNION and the UNIVERSITY agree to an active joint Safety Committee. The Committee shall meet monthly. The Committee shall have UNION representation from each work group, and may designate two (2) alternates in the event of an employee's absence. The UNIVERSITY shall designate its representatives, including a representative from the Environmental Health and Safety

Department, if available. The Safety Committee will develop ground rules on how the Committee will operate. Management will take appropriate action as deemed necessary, including conducting inspections. If an inspection is conducted, the representative of that work group or an alternate will participate during regular work hours. A copy of the results of the inspection, along with applicable documentation, will be provided to and maintained by the Union Shop Steward. Minutes of the meetings shall be posted on the designated bulletin board.

10. To the extent that the UNIVERSITY utilizes performance evaluations, it shall do so fairly, and the evaluations shall be job-related. All performance evaluations shall immediately be provided to the employee. Any testing shall be reasonably related to the classification at issue. Test results shall be provided to the employee within two (2) business days of the completion of testing of all applicants.

11. University Policy ER09 Leave Under the Family and Medical Leave Act for Staff (formerly 07-07-02), as revised and amended, shall be applicable to all bargaining unit employees. A copy of this policy is available at: <https://www.policy.pitt.edu/er-09-leave-under-family-and-medical-leave-act-staff-formerly-07-07-02>.

## **ARTICLE 24: SEPARABILITY AND SAVINGS CLAUSE**

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

## **ARTICLE 25: EDUCATIONAL BENEFITS**

Bargaining unit members shall have the same educational benefits as those provided to non-represented staff (currently such benefits are set forth in University Policies ER 06 Employee/Spouse/Dependent Scholarships for Staff Policy (formerly 07-11-01 and 09-03-01). Any amendments to these policies or benefits shall be applicable and effective on the exact same basis to members of the bargaining unit.

## **ARTICLE 26: DRUG FREE WORKPLACE**

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

2. It is recognized that there may be employees who are affected by a chemical dependency. Employees who self-identify as having a chemical dependency shall not be subject to disciplinary action, except as prescribed in this Article for failure to comply with the express provisions of this chemical dependency policy. Having self-identified, the employee shall seek evaluation of his/her chemical dependency problem by an appropriate individual at a facility, approved by the UNIVERSITY's insurance carriers, such as, but not limited to, Gateway Rehabilitation Center, Greenbriar Rehabilitation Center, Western Psychiatric Institute and Clinic, or by referral from his/her personal physician. The employee shall provide the attending physician, counselor, or approved facility with a

written release for non-medical information related to treatment to be provided to the UNIVERSITY. Failure to provide such a release will be grounds for dismissal. The UNIVERSITY shall provide the employee with a leave of absence consistent with the treatment plan recommended for the employee if in-patient treatment is recommended. Should the employee be recommended for out-patient treatment only, reasonable accommodations will be made with regard to the employee's regular schedule. In all cases, the employee shall provide written proof of attendance at any group or individual counseling or meetings as recommended for his/her treatment plan to the UNIVERSITY's Labor Relations representative. Employees who do not adhere to the treatment plan shall be subject to dismissal. Once the employee has completed his/her treatment plan, he/she is subject only to the other provisions of this labor agreement, as any other employee. Records regarding treatment shall be available on a "need to know basis" only. Such records shall be retained in the UNIVERSITY's Office of Labor Relations.

#### **ARTICLE 27: REASONABLE SUSPICION SUBSTANCE ABUSE TESTING**

1. Reasonable suspicion will be defined as the observation of a bargaining unit member, in specific instances, who reasonably appears to be incapable of performing his/her required duties, and said bargaining unit member has exhibited unusual work performance measures and/or behavioral traits. Management will not use a bargaining unit member as a witness to observe another member regarding any issue covered by the University's Drug and Alcohol Policies.

2. The parties have agreed to the Reasonable Suspicion Substance Abuse Testing Policy (copy attached). The Policy shall not be implemented until all appropriate management personnel have completed a course of training provided by the University's Faculty and Staff Assistance Program. The UNION shall be notified of the effective date of the Substance Abuse Testing Policy.

3. All bargaining unit employees covered by this agreement shall be entitled to utilize the University's Faculty and Staff Assistance Program (FSAP) on the same basis as non- represented staff. The University will make information about the FSAP available to the bargaining unit employees,

including posting information on the bulletin boards. The following are some examples, but not an inclusive list, of problems addressed by FSAP:

Family issues  
 Substance Abuse problems Financial difficulties  
 Grief and Bereavement Communication issues Stress  
 Work-related issues

## **ARTICLE 28: LABOR/MANAGEMENT COMMITTEE**

The Parties agree that it is desirable to have matters of joint concern discussed by and between them on a regular basis. Therefore, a joint Labor-Management Committee shall be established and comprised of equal representation from the Union and the University. The Committee shall meet quarterly, with additional meetings as mutually agreed upon, as needed, at a mutually agreeable date and time. If the meetings are scheduled during a representative regular scheduled shift, then he/she will be paid the regular rate of pay while participating in the Committee meeting.

The purpose of the Committee is to discuss and exchange points of view on matters of common interest, which either party believes will contribute to improvement in the relations between them, processes within the University and/or productivity of employees. It is understood that individual grievances shall not be subject of discussion at Committee meetings. Further, the Committee does not have the authority to modify, add to, or detract from the provisions of this Agreement.

An agenda will be submitted at least five (5) working days prior to the scheduled Committee meeting. The minutes of the meetings will be posted on designated bulletin boards.

## **ARTICLE 29: UNION ACTIVITIES**

1. The Union shall notify the University in writing of all designated Shop Stewards, not to exceed one Steward per Workgroup. New Shop Stewards shall be granted two (2) days off per year, and existing Stewards will be granted one (1) day off per year, to attend steward training classes, provided that a written request is submitted to the University at least seven (7) days in advance of the training class. The University will be reimbursed for the scheduled working time that Stewards spend in such training

classes up to a maximum of eight (8) hours straight time pay per day. The Union agrees that any and all training shall be on topics that are directly related to new employee orientation, labor contract administration, grievance processing and labor-management communications and problem solving. The Union agrees to provide information to the University regarding the curricula of any training for which Stewards are released from work under this Section sufficient to demonstrate that the training is directly related to the topics mentioned above.

2. One Shop Steward shall be included in the new hire orientation for up to 30 minutes so that the Shop Steward has the opportunity to provide new employees the Union's check-off authorization forms, Union membership application, Union contract, and other pertinent information.

3. The UNIVERSITY shall provide designated space on the bulletin board next to the time clock for the posting of Union bulletins and shall permit Union Stewards reasonable freedom to perform their duties related to processing and investigating grievances during working hours. However, a Shop Steward must secure the approval of his Supervisor before leaving his working area, which approval shall not be unreasonably withheld.

4. Shop Stewards will not be docked for scheduled working time lost while attending a grievance meeting, provided they are the involved stewards.

5. Members may attend quarterly union meetings for up to one hour on work time. The Union will provide the University with a minimum of two (2) weeks' notice of the meetings.

### **ARTICLE 30: LEGAL FUND**

For the duration of this Agreement, and any extension thereof, the University shall make contributions to the "Building Service 32BJ Legal Services Fund" ("Legal Fund") to provide employees who have completed 90 days of employment under this Agreement with such benefits as may be determined by the Trustees. Contributions will be the responsibility of the University. Contributions are not required from the University for employees on layoff or leave of absence. The Parties' Memorandum



of Understanding concerning the Legal Fund Agreement and Declaration of Trust is incorporated into the Agreement as Exhibit B.

### **ARTICLE 31: PARENTAL LEAVE**

Bargaining unit members shall have the same paid parental leave benefits as those provided to non-represented staff. Any amendments to this policy or benefit shall be applicable and effective on the exact same basis to members of the bargaining unit.

### **ARTICLE 32: TERM OF CONTRACT**

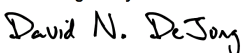
This Agreement shall become effective July 1, 2021, and shall continue in full force and effect until midnight June 30, 2025. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing, pursuant to Act 195, that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days thereafter.

IN WITNESS WHEREOF, the parties here to have set their hands this


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

Service Employees  
International Union, Local 32BJ

Signature

DocuSigned by:  
  
EC7CA101FB324DA...  
David DeJong  
Senior Vice Chancellor

Signature

  
Sam Williamson  
WPA District Area Leader

07-20-2021 | 8:40 AM EDT

Date

7/13/2021

Date

## **APPENDIX A: WAGE SCHEDULE**

### **Job Classification**

Classification	7/1/21	7/1/22	7/1/23	7/2/24
Cleaner	\$17.73	\$18.23	\$18.73	\$19.33
Deliver/Cleaner	\$18.08	\$18.58	\$19.08	\$19.68
Shipper/Receiver	\$18.71	\$19.21	\$19.71	\$20.31
Groundskeeper	\$19.63	\$20.13	\$20.63	\$21.23
Groundskeeper/Mechanic	\$20.69	\$21.19	\$21.69	\$22.29
Maintenance Group A	\$22.40	\$22.90	\$23.40	\$24.00
Maintenance Group B	\$21.52	\$22.02	\$22.52	\$23.12
Maintenance Group C	\$20.42	\$20.92	\$21.42	\$22.02

Bonus: All employees shall receive a \$1,000 bonus effective July 1, 2021.

New employees will receive 80% of the wage rate until successful completion of one calendar year of work.

Retroactivity: Wage increases shall be effective on the designated dates for regular employees who are on the active payroll on the designated date. A regular employee who is on an approved leave of absence at the time of ratification, including sick leave, unpaid leave of absence, layoff, Workers' Compensation, leave for which the employee is receiving sick and accident benefits or long-term disability, will receive the applicable wage increase upon the employee's return to work. A regular 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 upon the employee's return to work.

## **Appendix B: Legal Fund**

### **Memorandum of Understanding Between the University of Pittsburgh and SEIU Local 32BJ**

The University of Pittsburgh (hereafter designated as the "Employer" or the "Company") and the Service Employees International Union (SEIU), Local 32BJ, (hereinafter designated as the "Union") are party to Collective Bargaining Agreements at the University of Pittsburgh Oakland and Johnstown Campuses. Both Agreements include participation in the 32BJ Legal Services Fund. With respect to participation in the 32BJ Legal Services Fund, the parties do hereby agree as follows:

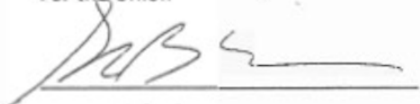
By agreeing to make the required payments into the Building Service 32BJ Legal Services Fund, the Employer hereby adopts and shall be bound by the Agreement and Declaration of Trust (as it may be amended and properly communicated to the Employer) and the rules and regulations adopted by the Trustees in connection with the provision and administration of benefits and the collection of contributions.

For the Employer



Date: 8/27/15

For the Union



Date: 8/16/2015