

COLLECTIVE BARGAINING AGREEMENT

Between

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

And

**GENERAL TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION 249,
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS
WAREHOUSEMAN AND HELPERS OF AMERICA**

July 1, 2021

June 30, 2026

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ARTICLE 1

Preamble

Section 1.1. The **AGREEMENT** between the **UNIVERSITY OF PITTSBURGH OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION**, Pittsburgh, Pennsylvania, hereinafter referred to as the “University”, and **LOCAL UNION 249, GENERAL TEAMSTERS, CHAUFFEURS AND HELPERS**, hereinafter referred to as the “Union”, has as its purpose the promotion of harmonious relations between the University and the Union, the establishment of an equitable and 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 University recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for the classification of Truck Driver, of the University's Department of Parking and Transportation and Services. The University recognizes that the truck drivers mentioned above are engaged in the general hauling of goods on campus and that they will continue to perform the type of work as assigned in the past.

ARTICLE 3

Maintenance of Membership

Section 3.1. Each employee, who, on the effective date of this Agreement, is a member of the Union and each employee who becomes a member after that date shall maintain his membership in the Union, provided that such employee may resign from the Union, during a period of fifteen (15) days prior to the expiration of this Agreement. The payment of dues and assessments while a member shall be the only requisite employment condition.

Section 3.2.

- a. Each employee in the bargaining unit that is not a member of the Union shall be required to pay a fair share fee as provided by Act 399 of 1993, Title 43 PS. §1102.3. The University and the Union agree to comply with all provisions of said law. The Union agrees to extend to all nonmembers an equal opportunity to join the Union.
- b. The Union agrees that in any legal action brought against the University for actions it is requested to perform in this regard the Union will defend, indemnify, and hold the University harmless for any monetary damages the University may be liable for as the consequence of its compliance with this Article, except that it is expressly understood that this save harmless provision will not apply to any legal action which may arise as a result of the University's failure to properly perform its obligations under this Article.
- c. The University agrees to deduct a Fair Share Fee, monthly, from all employees in the bargaining unit who are not members of the Union. Authorization for non-members to deduct the fair share fee shall not be required. The amounts to be

deducted shall be certified to the University by the Union, and the aggregate deductions of all non-union member employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made. The information regarding the amounts to be deducted shall be certified to the University on an annual basis.

ARTICLE 4

Rates of Pay, Retirement Benefit, and Health and Welfare

Section 4.1.

As of the effective date of this Agreement, the base wage rate is \$21.71 per hour. The base wage rate shall increase over the term of this Agreement as follows:

July 1, 2021	0% increase
July 1, 2022	2.00% increase
July 1, 2023	2.00% increase
July 1, 2024	2.25% increase
July 1, 2025	2.25% increase

In addition, effective July 1, 2022, regular, full-time unit members will receive a one-time increase of \$2.50/hour to the base wage rate. Such increase shall be applied after the aforementioned percentage increase. Consequently, the base wage rate over the term of this Agreement will be set as follows:

July 1, 2021	\$21.71/hour
July 1, 2022	\$24.64/hour
July 1, 2023	\$25.13/hour
July 1, 2024	\$25.70/hour
July 1, 2025	\$26.28/hour

Wages of the unit shall be paid bi-weekly.

Section 4.2.

Employees shall be enrolled in the Western Pennsylvania Teamsters and Employers Welfare Fund in the Community Blue Flex plan. The Employer shall make the following monthly contributions to the Western Pennsylvania Teamsters and Employers Welfare Fund for healthcare premiums each year of this Agreement:

Year 1	Not to exceed \$1,474.13
Year 2	Not to exceed \$1,547.83
Year 3	Not to exceed \$1,625.22
Year 4	Not to exceed \$1,706.48
Year 5	Not to exceed \$1,791.81

Effective July 1, 2022, the University shall deduct \$450.00 per month per employee for healthcare premiums, which will be taken by payroll deduction (pre-tax) from the employee's paycheck. To the extent actual premiums exceed the maximum Employer contribution set forth above in any year of the Agreement, the excess shall be taken by payroll deduction (pre-tax) from the employees' paycheck. To the extent actual premiums are lower than the maximum Employer contribution set forth above in any year of this Agreement, the Union shall so inform the University and the University shall pay only the actual premium amount.

Section 4.3. The University shall notify the Union when a new employee is hired and the Union shall add the employee to the Health and Welfare Fund effective that date. The

University shall also notify the Union when an employee retires and the employee's benefits under the Health and Welfare fund shall be terminated as of that date.

Section 4.4.

The hourly wage rate for Vacation Replacement Drivers shall be eighty percent (80%) of the wage rate that is being paid to Regular Drivers.

ARTICLE 5

Hours of Work

Section 5.1. The regular work week for full-time employees shall consist of five (5) consecutive days, Monday through Friday. There shall be no split weeks. The regular work day shall consist of eight (8) consecutive hours in a twenty-four (24) hour period, excluding meal periods, for which there shall be no pay. There shall be one fifty-minute lunch break taken before 12:30 p.m.; thirty minutes of the lunch break shall be unpaid. However, employees may request the ability to use a portion of their lunch break during a different time of day, and such requests will be given reasonable consideration by management.

Section 5.2. This provision shall not be construed as guaranteeing any number of hours or days of work. Employees shall be available and report for the days and hours of work as scheduled or required in their jobs.

Section 5.3. If an employee has been regularly scheduled for work and is not thereafter given reasonable notice that work is not available and reports for work, he will be guaranteed eight (8) hours work, or eight (8) hours of pay, except in cases where the lack of available work is caused by conditions over which the University has no control. This Section shall also apply to all extra or casual employees.

Section 5.4. If an employee has been notified to report for work for other than his regular scheduled hours, and is not thereafter given reasonable notice that work is not available and reports for work, he will be guaranteed four (4) hours of work, or four (4) hours of pay, except in cases where the lack of available work is caused by conditions over which the University has no control.

ARTICLE 6

Overtime

Section 6.1. Overtime will be paid as follows and shall not be pyramided:

- a. One and one-half (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 work week.
- b. One and one-half (1/2) times the regular rate shall be paid for all hours worked on Saturday.
- c. Double (2) the regular rate shall be paid for all hours worked on Sunday.

Section 6.2 When there are insufficient volunteers to fill the University's overtime requirements, including premium day overtime, the University will assign mandatory overtime in reverse seniority order.

ARTICLE 7

Holidays

Section 7.1. The following twelve (12) days shall be recognized as holidays in accordance with the academic calendar:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day after
Spring Holiday	Thanksgiving Day
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	
Two (2) Personal Holidays	

Personal Days shall be scheduled two (2) calendar days prior to taking the personal day. Holidays are subject to change based on the University's academic calendar. Any necessary changes will be posted at least fourteen (14) days in advance of the affected holiday. Spring Holiday will be celebrated on such day as designated by the University. 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.

Section 7.2. Employees who complete the probationary period on or before June 30 of any given year shall be entitled to two (2) Personal Holidays per calendar year. Employees who complete the probationary period after July 1 of any given year shall be entitled to one (1) Personal Holiday for the balance of the calendar year. Each January 1 thereafter, such employee shall be entitled to two (2) Personal Holidays per calendar year.

Section 7.3. Holiday pay at the employee's regular hourly rate multiplied by eight (8) hours shall be paid to all employees for each of the above holidays, whether such holiday is worked or not. If, however, the employee's regular work day is less than eight (8) hours, his holiday pay shall be computed by multiplying the regular rate by his regular hours.

Section 7.4. Pay for work performed on a holiday shall be computed at double time (2 times the hourly rate) for the hours worked plus the aforesaid eight (8) hours' holiday pay.

Section 7.5. In order to be eligible to be paid for the holidays set forth in Section 7.1 above, an employee must:

1. Have completed a probationary period of seven hundred twenty (720) hours actually worked, to include any and all overtime hours.
2. Have worked, been on vacation, or on a sick day (not sick and accident pay) in the payroll period in which the holiday occurs, or on the payroll period in which the holiday occurs, or on the payroll period immediately preceding the payroll period in which the holiday occurs.
3. Must have worked his/her last scheduled day prior to the holiday and the first scheduled work day subsequent to the holiday, except for prescheduled personal days, sick days or vacation days. However, employees shall be allowed one (1) "no-fault" call off (sick day) per calendar year, on the next scheduled workday subsequent to the holiday. Utilization of the no-fault day shall require that the employee provide a medical excuse verifying that he/she was unable to work that day for medical reasons. The University has the right to determine the number of employees who are off work on a pre-scheduled basis, consistent with the other provisions of this article.

ARTICLE 8

Vacation

Section 8.1. Employees hired for permanent, full-time work are eligible for vacations with pay as follows:

- a. Employees who have completed twenty (20) or more years of consecutive service shall receive five (5) weeks of vacation with pay.
- b. Employees who have completed ten (10) or more years of consecutive service shall receive four (4) weeks of vacation with pay.
- c. Employees who have completed five (5) or more years of consecutive service shall receive three (3) weeks of vacation with pay.
- d. Employees who have completed one (1) or more years of consecutive service shall receive two (2) weeks of vacation with pay.

Section 8.2. Vacation is earned only when an employee is actively at work or while using paid days off. Employees on unpaid leave of absence or unpaid FMLA, leave for which the employee is receiving sick and accident benefits, or long-term disability shall not be credited for vacation days for such time. The subsequent award of vacation time will be based on a pro-rata share of the time worked in the prior year.

Section 8.3. Vacation pay shall be at full weekly wages for regular employees for their regularly scheduled hours of work.

Section 8.4. All vacation will be selected by employees on the basis of seniority within the schedules fixed by the department. No employee will normally be permitted to take more than two (2) weeks of his accrued vacation during the three (3) month period of June, July and August.

However, if all employees have had an opportunity to select a vacation within this period and days are still open, they may be requested in order of seniority.

Employees with more than three (3) weeks vacation may schedule up to ten (10) vacation days in less than five (5) consecutive day increments. Employees with three or less weeks vacations may schedule up to five (5) vacation days in less than five (5) consecutive day increments.

Employees shall submit such request(s) after the regular Vacation schedule has been picked by seniority. Requests shall be granted on seniority basis on the second pick, then the additional picks will be on a first come, first served basis, based upon operational requirements. The University reserves the right to determine the number of employees scheduled to be off at any one time.

Section 8.5. Vacation schedules will permit only two (2) employees to be off at the same time unless authorized by management.

ARTICLE 9

Sick Leave

Section 9.1. Regular, full-time employees are entitled to sick leave pay when they are physically unable to work due to illness or injury. The University may in any case require employees to submit proof that absence from work was necessary, such as a doctor's note.

Section 9.2. Employees are entitled to sick leave covering disability occurring after twelve (12) months of continuous service as follows:

- a. Full pay for twelve (12) working days in the calendar year with the privilege of accumulating up to one-hundred twenty (120) days of sick leave.
- b. At the end of each calendar year, each employee will be paid in cash, upon request, the equivalent of one-half (1/2) of a day's pay for each day of unused sick leave.

Section 9.3. Sick Leave is earned only when an employee is actively at work or while using paid days off. Employees on unpaid leave of absence or unpaid FMLA, leave for which the employee is receiving sick and accident benefits, or long-term disability shall not be credited for sick days for such time. The subsequent award of sick time will be based on a pro-rata share of the time worked in the prior year.

Section 9.4. 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 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. Family members are defined as those for whom leave may be taken under the Family Medical Leave Act (FMLA).

Section 9.5. For each four (4) month period during which an employee uses no sick day or unpaid leave, in whole or in part, he/she shall be entitled to one (1) Bonus Personal Holiday. For each additional four (4) month period in which the employee has no sick time usage or unpaid leave, he/she shall be entitled to one (1) additional Bonus Personal Holiday, for a total of three (3) possible Bonus Personal Holidays for each calendar year during which an employee uses no sick days or unpaid leave, as follows:

Four Month Period	Days Earned	Date Awarded
January 1 – April 30	1	May 1
May 1 – August 31	1	September 1
September 1- December 31	1	January 1

Employees are permitted to use one (1) prescheduled sick day during each four (4) month period without losing eligibility for the Bonus Personal Holidays, provided it is scheduled at least fourteen (14) days in advance. Documentation may be required. Bonus Personal Holidays must be used within six (6) months after they are awarded and must be scheduled in accordance with Section 7.1.

ARTICLE 10

Leave with Pay

Section 10.1. Bargaining unit employees shall be entitled to the same bereavement leave benefit as that granted to the University's non-represented classified staff. Any and all amendments to this benefit for the University's non-represented classified staff shall be applicable and effective on the exact same basis to members of the bargaining unit. The policy in effect at the time of this Agreement is as follows:

Bereavement

Regular full-time staff members 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 (*see Policy 07-06-08*), child, step-child, son-in-law, daughter-in-law, parent, step-parent, 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. You 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.

Section 10.2. Bargaining unit employees shall be entitled to the same jury duty leave benefit as that granted to the University's non-represented classified staff. Any and all amendments to this benefit for the University's non-represented classified staff shall be applicable and effective on the exact same basis to members of the bargaining unit.

The policy in effect at the time of this Agreement is as follows:

Jury Duty and Court Witness (Revised 03/01/00)

When you are called to serve jury duty or subpoenaed as a court witness, you must notify your departmental administrator immediately and provide a copy of the notice or subpoena. Your University pay will not be reduced by the amount of jury duty or court witness pay that you receive.

ARTICLE 11

Layoff and Severance Pay

Section 11.1. In case of termination of employment because of the death of the employee or of physical or mental inability to perform his/her duties or because of reduction in force, and when voluntarily retiring, in addition to his/her accrued vacation, bargaining unit employees hired prior to October 14, 2016 shall be entitled to termination pay as follows:

5 to 9 years of service	3 weeks of pay
10 to 19 years of service	4 weeks of pay
20 to 24 years of service	5 weeks of pay
25 or more years of service	6 weeks of pay

Employees hired after October 14, 2016 shall not be entitled to a Layoff/Severance Benefit.

ARTICLE 12

Employee Benefits

Section 12.1. The following University offered benefits are made available to bargaining unit members on the same basis and at the same cost as University non-represented staff:

- Life Insurance, Accidental Death and Dismemberment Insurance
- Dependent Life Insurance
- Short Term Disability
- Long Term Disability
- Education Benefits
- Defined Contribution – Retirement Savings Plan
- Retiree Medical, Dental, Vision and Life Insurance

Employees shall choose from the benefit options made available by the University. Eligible employees whose start date is the first working day of the month shall have benefit eligibility effective the first of that month. Eligible employees whose start date is after the first working day of the month shall have benefits start the first of the following month.

Any and all amendments made to the benefits offered to the University's non-represented staff shall be applicable and effective on the same basis to members of the bargaining unit.

ARTICLE 13

Seniority

Section 13.1. Regular Employees shall accrue two (2) kinds of seniority as follows:

- a. University seniority is defined as all continuous service with the University, commencing after completion of the probationary period and retroactive to the date of hire by the University. It shall be used in determining the following rights, as applicable:
 1. To determine vacation accumulation rate.
- b. Bargaining Unit Seniority is defined as all continuous service in the bargaining unit, commencing after completion of the probationary period and retroactive to the date of hire in the bargaining unit. An employee who is transferred or promoted out of the bargaining unit shall continue to accrue bargaining unit seniority for ninety (90) days. If the employee chooses to return or is returned to the bargaining unit in the ninety (90) day period, he shall resume his bargaining unit seniority order. It shall be used in determining the following rights, as applicable:
 1. To determine the order of layoff in accordance with the provisions of Article 14.
 2. To determine the order of recall in accordance with the provisions of Article 14.
 3. To determine vacation schedules from among the times made available by the University.
 4. To determine the employees consideration for job assignments in accordance with the provisions of Article 19.

Section 13.2. Termination of seniority and employment shall result for any of the following reasons:

- a. An employee quits or resigns.
- b. An employee is discharged for just cause.
- c. An employee is absent from work for three (3) consecutive work days without properly notifying the University, unless it is physically impossible to do so.
- d. Failure to respond to letter of recall as set forth in Article 14.
- e. When an employee is laid off for a period of twenty-four (24) continuous months.
- f. Failure to accept a job comparable to the one which he/she held immediately prior to layoff and his/her name shall be removed from the re-employment list.
- g. Failure to return from absence due to illness or injury within two (2) years, unless at the conclusion of the two years there is medical documentation establishing that the employee will be able to return to his/her former position by a specific date within a reasonable time period. This provision shall not affect any employee's eligibility to receive Workers' Compensation benefits.

ARTICLE 14

Layoff

Section 14.1. In the event of a layoff, employees shall be laid off in the order of least Bargaining Unit Seniority.

Section 14.2. Recall from layoff shall be in the inverse order to the order in which employees are laid off.

Section 14.3. An employee shall forfeit his/her right to recall and his/her seniority shall be broken if he/she fails to report his/her intention of returning to work within five (5) days and fails to actually report for work within ten (10) days after being called back by the University after notification or by registered letter mailed to his/her last known address and a copy sent to the Union. All employees assume full responsibility for correct address and telephone number being registered with the University.

ARTICLE 15

Discipline and Discharge

Section 15.1. The University is empowered to determine the seriousness of any infraction, rule, policy, or situation, and to determine the need for, or severity of, any disciplinary action deemed necessary, up to and including dismissal. Such actions shall be based on the principles of just cause. Any discipline, including warning letters shall not remain in effect for a period of more than twelve months. Without limiting the foregoing, and in recognition of the special responsibilities to the youth of the University community, dishonesty, intoxication, use, possession, or sale of illegal drugs or controlled substances on duty shall be deemed just cause for dismissal.

In all cases involving the discipline, suspension, or discharge of any employee, the University must notify the employee in writing of the reason(s) for the discipline. Notice of the discipline, suspension or discharge shall also be given to the union steward. A copy shall be mailed to the Union within twenty-four (24) hours from the time of the action.

All disciplinary actions shall be subject to the grievance and arbitration procedure of this Agreement. Failure to arbitrate warning letters or verbal warnings shall not constitute an admission to the allegation(s) contained therein. Such rebuttal shall be made a part of the employees' personnel file and disciplinary record.

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 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 processed in accordance with the following steps, time limits, and conditions set forth.

Section 16.2. **Step 1** If a grievance shall arise, the grievant shall file a written grievance with his immediate supervisor and Shop Steward within five (5) calendar days after the occurrence of the grievance or the grievant should reasonably know of its occurrence. The written grievance shall contain the name and job title of the grievant, the date of the incident, the basis of the grievance, the remedy sought and is to be signed by the grievant or the local Union Steward. The immediate supervisor, or his/her designated representative, the grievant and the union steward shall meet at a mutually agreeable time within five (5) calendar days to attempt to adjust the grievance. The immediate supervisor shall give a written answer to the grievant and shop steward within five (5) calendar days after the meeting of the parties.

Section 16.3. **Step II** If the grievance is not settled in Step I, the grievant may appeal it, by giving a written notice of such appeal within five (5) calendar days after the receipt of a written answer at Step I, to the Division Director or his/her designated representative, who shall discuss it with the grievant, his/her steward, when requested by the Union and his/her Union representative at a mutually agreeable time within ten (10) calendar days. The Director or his/her designated representative shall give a written answer within ten (10) calendar days after the meeting of the parties.

Section 16.4. **Step III** If the grievance is not settled by the University and Union at Step II, it may be appealed by the Union to the Manager of Labor Relations by giving a written notice of such appeal within five (5) calendar days after the receipt of a written answer from the Director or his/her designated representative. The Manager of Labor Relations or his/her designated representative shall discuss the grievance with the grievant, his/her steward, when requested by the Union and Union representative at a mutually agreeable time within ten (10) calendar days. The Manager of Labor Relations or his/her designated representative shall give his/her written answer with ten (10) calendar days after the meeting of the parties.

Section 16.5. **Step IV** If the grievance is not settled by the Union and the University in Step III, it may be appealed to arbitration by the Union by written notice given to the University within (10) calendar days after the receipt of the answer at Step III, in accordance with the procedure set forth in Article 17. The parties agree to follow each of the foregoing steps in the processing of a grievance.

Section 16.6. The time limits herein set forth may be extended by mutual consent of the Union and the University.

Section 16.7. If a grievance is once settled at any stage of the grievance procedure, it shall be considered closed and not subject to any other steps of this procedure.

Section 16.8. Any written grievance which has been presented under the grievance procedure and which is not appealed to the next step within the applicable time specified in this Article, and any grievance which has not been presented under the grievance procedure within the time period for presentation of grievances, shall be considered as settled and shall not be subject to further discussion or appeal. If at any step the University's representative fails to give his/her written

answer within the time limits set forth, the grievance may be appealed to the next step at the expiration of such time limit.

Section 16.9. An aggrieved employee and the appropriate Steward shall be granted reasonable time off during working hours, if requested, to attend the grievance meeting without loss of pay.

ARTICLE 17

Arbitration

Section 17.1. If either party requests that a dispute be submitted to Arbitration in accordance with Step IV of the Grievance Procedure, the parties shall first attempt to agree upon an Arbitrator if such an agreement can be reached. If such an agreement cannot be reached, the Federal Mediation and Conciliation Service or the Pennsylvania Bureau of Mediation 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 until one (1) name remains. The loser of a coin toss shall strike the first name. Expenses incident to the services of an Arbitrator and the transcript of the testimony, if the parties mutually agree upon having the testimony of the hearing transcribed, shall be paid jointly by the University and the Union, one-half (1/2) each.

Section 17.2. The Arbitrator shall be required to issue the decision within thirty (30) days after the conclusion of the testimony. The decision of the Arbitrator shall be final and binding on the parties.

Section 17.3. In the case of a discharge or disciplinary suspension, the Arbitrator shall have the authority to sustain the discharge or disciplinary suspension, or if he/she finds that the discharge or disciplinary suspension was not proper, he/she shall have the authority to order reinstatement and compensation for time lost in whole or in part or to find that the penalty imposed upon the employee was too severe and award a less severe penalty.

Section 17.4. The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this agreement.

Section 17.5. The parties further agree that there shall be no suspension of work when such dispute arises and while it is in the process of adjustment or arbitration.

ARTICLE 18

Probationary Employees

Section 18.1.

All new Employees shall on appointment be considered probationary employees for the first seven hundred twenty (720) hours worked. A probationary employee may be laid off or released for any reason during the first seven hundred twenty (720) hours worked, to include any and all overtime hours. A probationary employee shall be hired at eighty percent (80%) of the base wage schedule set forth in Article 4.1. Upon successful completion of his/her probationary period, an employee base wage shall be increased to one hundred percent (100%) of the base wage schedule set forth in Article 4.1.

Section 18.2. Sick days and vacation days may be accrued but cannot be taken until an employee has successfully completed the probationary period.

ARTICLE 19

Schedules and Assignments

Section 19.1. Recognizing the need for timely and efficient performance of assigned job duties as well as an employee's preference for certain assignments, the parties have agreed to the following system of job assignment.

Section 19.2. On December 1st each year, the University shall post a list of all job assignments. The list shall contain the hours of work, days off and a brief description of the duties of each job. Employees may register their preference in Bargaining Unit Seniority order. Each employee will be given two (2) work days to indicate their preference. If an employee fails to register a preference within the time allowed, he/she shall be assigned a job by the University when all other employees have had an opportunity to register their preference. The new schedule shall become effective January 1st following the completion of the preference request. The University shall give due consideration to all such job requests, but reserves the right to reject any request when an employee is unable to safely and efficiently perform the requested job.

Section 19.3. When a new job assignment is created or when an existing assignment becomes vacant and is not canceled, there shall be a general job assignment selection as set forth in Section 19.2 above. The new schedule shall become effective thirty (30) days after the start of the selection process.

Section 19.4. When a work assignment is temporarily vacant, employees with less Bargaining Unit Seniority than the employee normally assigned to that job may request the job for the time it is vacant. The University reserves the right to determine whether such requests will be honored.

Section 19.5. In the event that the University determines that it will supplement its regular workforce to fill in for employees who are off on extended sick leave, sick and accident pay,

workers' compensation, or other leaves of absence, the University agrees to use the Union as a referral source. Workers called from the extra list shall not be considered as regular or part-time employees except by written agreement between the University and the union.

Section 19.6. The University shall provide application forms to the union when there are vacancies. The union may have its members complete an application and submit the application to the University employment. Applications will receive full consideration for vacant positions.

Section 19.7 It is agreed that in the case of emergency, such as flood, fire, epidemic or other unforeseen major contingency, this Article shall not be deemed to apply in connection with measures deemed necessary by the University for the care and protection of students, or the equipment or buildings of the University.

ARTICLE 20

No Strike No Lockout

Section 20.1. The Union agrees that it will not collectively, concerted or individually engage in or participate, directly or indirectly, in any strike, slowdown, stoppage or any other interference with or interruption of the work or operations of the University during the term of this Agreement, and the University agrees that during the term of this Agreement it will not lockout any of the employees in the bargaining unit covered by this Agreement.

ARTICLE 21

Management Rights

Section 21.1. Except as otherwise provided in the Agreement, nothing in this Agreement shall be deemed to limit the University in any way in the exercise of the regular and customary functions of management.

ARTICLE 22

Nondiscrimination

Section 22.1. The University and its management and the Union and its members shall not unfairly discriminate against any employee because of such employee's age, sexual orientation, marital status, race, color, creed, national origin, religious belief, political affiliation, disability, ancestry, sex, familial status, gender identity/expression, veteran status, or due to genetic information.

Section 22.2. All references to employees in this Agreement designate both sexes and whenever the male gender is used it shall be construed to include male and female employees.

ARTICLE 23

Savings Clause

Section 23.1. Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 24

Uniforms

Section 24.1. The University agrees to furnish uniforms to all full-time employees according to the following schedule:

- a. Effective upon the signing of this Agreement and for new hires:

One (1) winter parka
One (1) spring/fall windbreaker jacket
Three (3) pair winter trousers
Three (3) pair summer trousers
Four (4) summer shirts
Four (4) winter shirts

July 1 of each subsequent contract year each employee in the bargaining unit receives:

One (1) pair winter trousers
One (1) winter shirt
One (1) pair summer shorts
One (1) summer shirt

Provided, however, that employees hired January through June will not be entitled to the July 1 uniform distribution in their year of hire and employees hired July through December will not be entitled to the July 1 uniform distribution in the year following their hire.

- b. Each employee shall be provided with appropriate rain gear upon execution of the Agreement.
- c. Each employee shall also be provided with two (2) pairs of work gloves appropriate for his/her job assignment. Unserviceable rain gear or work gloves shall be replaced on a direct exchange basis as needed.
- d. Each employee will be furnished work boots or work shoes in an amount up to \$150 from management's approved vendor. It is understood and agreed that all bargaining unit employees are required to wear approved work boots or work shoes at all times while on duty. In the event that an employee wants to purchase boots

or work shoes that are not currently provided through the vendor, the employee can request that management add the boot or shoe to the vendor list. Employees are permitted to purchase work boots or work shoes that exceed \$150 in value but will be required to pay the difference.

ARTICLE 25

General Provisions

Section 25.1. It is agreed that all employees shall operate vehicles and care for all assigned equipment so that the vehicles and equipment are not damaged while assigned to an employee. Willful and malicious damage as well as excessive maintenance will result in disciplinary action.

Section 25.2. On out of town trips in excess of three hundred (300) miles one way, no employee will be required to drive more than ten (10) hours without an eight (8) hour layover. Also, on out of town trips in excess of ten (10) hours where no meals are provided the University agrees to reimburse meal expenses consistent with the applicable University policy for non-represented staff members.

Section 25.3. The University may hire its own casual or extra drivers for the purpose of filling in for employees out on sick, vacation, short or long term disability, workers compensation or any other type of paid or unpaid leave. Extra or casual employees shall not be considered regular or probationary employees, nor shall they enjoy any other term, condition, or benefit of this Agreement. Extra or casual employees shall be paid at the Vacation Replacement Driver rate of pay.

Section 25.4. The University has the right to employ a Vacation Replacement Driver at its sole discretion for up to six total months in each calendar year. The wage of the Vacation Replacement Driver shall be as specified in Article 4. The Vacation Replacement Driver is not eligible for any vacation, sick or personal days, or any retirement or health and welfare benefits as part of this position. The terms under this Collective Bargaining Agreement, including without limitation Articles 15, 16 and 17 shall not apply to the Vacation Replacement Driver. The Vacation

Replacement Driver shall not accrue bargaining unit or university seniority and shall not be required to join the Union.

Section 25.5.

- a. The University retains the right to determine whether or not to transport football equipment to away games by truck or air transportation.
- b. If the University elects to utilize air transportation, the present practice of assigning Teamsters to move the equipment to the airport shall continue.
- c. Bargaining unit employees shall be utilized for trucking football equipment to away games unless: (i) a donation of material value has been made to the University with respect to the trucking of equipment to the game; (ii) more than one driver will be needed due to the duration of the trip; or (iii) unusual circumstances exist such that use of a bargaining unit employee for this purpose would adversely affect the University's ability to perform its basic transportation services for the campus.

The University agrees that no other major job assignment amendments will be proposed over the life of the Agreement. It is agreed and understood that campus growth or needs may require changes in accordance with other provisions of this Agreement. Although there can be no guarantee of no lay offs, the University intends to fill vacant bargaining unit positions as the budget permits.

Section 25.6. Where pick up or delivery of any material on purchase orders are necessary off campus, (other than emergencies) the University agrees this work will be performed by Teamsters.

Section 25.7. The University agrees to assign Teamsters to all scheduled mail runs.

Section 25.8. The University shall pay for any cab fare incurred to and from truck, hotel stay costs (single room only) and any other authorized expenses in accordance with the University policy for reimbursable expenses.

ARTICLE 26

Chemical Dependency - Drug Policy

Section 26.1. The University and the Union have agreed to a comprehensive policy which addresses chemical dependency and drug testing. The policy is attached to and part of the Agreement as Appendix A.

ARTICLE 27

Labor Management Relations

Section 27.1. It is recognized that it is mutually advantageous to the parties to facilitate communications between the employees and supervision periodic meetings shall be held to address matters of common interest which improve the daily work environment. The union Steward and Committee Person shall be the minimum number of bargaining unit employees in attendance. Individual grievances, or amendments to the current labor agreement, shall not be discussed.

Meetings shall be informal; however, either party may request a meeting and/or prepare an agenda.

Section 27.2. The University shall provide the Union a copy of its policies and procedures regarding disciplinary action. The Union shall be provided advance notice of any changes to the policies and/or procedures prior to the implementation date of such policies and/or procedures.

ARTICLE 28

Entire Agreement

Section 28.1. The parties agree and intend that this written Agreement sets forth the wages, rates of pay, hours of work and other working conditions of employment of the employees covered which are to govern during the term of the Agreement, and that obligations not expressly provided for in this Agreement need not be assumed by either part and no other terms or condition shall be added to or subtracted from this Agreement during its term, by arbitration or otherwise.

ARTICLE 29

Duration of Agreement

Section 29.1. This Agreement shall be effective as of the first day of July, 2021, unless otherwise specified above, and shall remain in full force and effect until 11:59 p.m. June 30, 2026. It shall 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 fifteen (15) days thereafter.

In Witness Whereof, the parties hereto have set their hands this ___th day of _____, 2021.



Kevin M. Schmitt
President, Teamsters Local 249



Thomas J. Huck
Business Agent, Teamsters Local 249

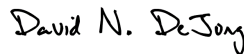


Rege Seaman
Steward



David Conrad
Committee Person

DocuSigned by:



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David N. DeJong
Senior Vice Chancellor
Business & Operations

APPENDIX A

DRUG POLICY

The University and the Union recognize that the University is subject to the provisions of the Department of Transportation Omnibus Transportation Employee Testing Act. In compliance with this Act, the following policy applies to all members of Teamsters Local 249 employed by the University of Pittsburgh. Specifics of the provisions of this Act and the procedures to be followed to ensure compliance are detailed in material, which is available in the Labor Relations Department of the Office of Human Resources.

The Act requires that the University conduct alcohol and controlled substance testing on any employee or applicant required to obtain a Commercial Driver's License (CDL) under the following circumstances:

Pre-placement Testing

Prior to the new employee performing a safety-sensitive function they must be tested and found to have an alcohol concentration of less than the 0.04.

Post-Accident Testing

The employee will be tested (blood/alcohol) as soon as practicable following an accident that involves a loss of human life or a citation for a moving violation arising out of the accident. Failure to conduct testing within stated guidelines requires a written report by the University to the Department of Transportation.

Random Testing

The University is required to conduct unannounced random alcohol testing of employees performing safety-sensitive functions.

Reasonable Suspicion Testing

Testing will be done based on specific, contemporaneous, articulable observations (of trained supervisors) concerning the appearance, behavior, speech or body odors of the employee.

Return-to-Duty Testing

An employee who has violated any of the alcohol misuse rules must undergo an alcohol test with a result of less than 0.02 before returning to work.

Follow-up Testing

An employee identified as needing assistance in resolving problems with alcohol misuse, who has returned to work, is subject to a minimum of six unannounced follow-up alcohol tests over the first 12 months following his or her return to duty. The University's compliance efforts consider that there may be employees covered by this policy who are chemically dependent and in need of professional and/or medical assistance. Those employees are urged to use the services of the University Faculty and Staff Assistance Program.