

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**THE UNIVERSITY OF PITTSBURGH**

**OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION**

**And**

**THE UNIVERSITY OF PITTSBURGH POLICE ASSOCIATION**

**July 1, 2023 - June 30, 2028**

## TABLE OF CONTENTS

	<b>Page</b>
ARTICLE 1 Preamble.....	1
ARTICLE 2 Recognition .....	1
ARTICLE 3 Definitions.....	2
ARTICLE 4 Union Security .....	3
ARTICLE 5 Union Business .....	5
ARTICLE 6 Management Rights .....	5
ARTICLE 7 No Strike - No Lockout.....	6
ARTICLE 8 Discipline and Discharge .....	6
ARTICLE 9 Grievance Procedure .....	7
ARTICLE 10 Arbitration .....	10
ARTICLE 11 Seniority .....	11
ARTICLE 12 Layoff Section.....	14
ARTICLE 13 Probationary Period.....	14
ARTICLE 14 Hours of Work .....	15
ARTICLE 15 Schedules and Assignments .....	16
ARTICLE 16 Overtime.....	18
ARTICLE 17 Leave Without Pay.....	21
ARTICLE 18 Compensation.....	22
ARTICLE 19 Holidays .....	25
ARTICLE 20 Vacation .....	27
ARTICLE 21 Sick Leave.....	29
ARTICLE 22 Paid Leave.....	31
ARTICLE 23 Employee Benefits .....	32
ARTICLE 24 Education Benefits .....	35
ARTICLE 25 Uniform Allowance.....	37
ARTICLE 26 Personnel Files .....	40
ARTICLE 27 Emergency Provision .....	40
ARTICLE 28 Affirmative Action/Non-Discrimination.....	41
ARTICLE 29 Savings Clause .....	41
ARTICLE 30 General Provisions .....	41
ARTICLE 31 Labor - Management Committee .....	42
ARTICLE 32 Drug Testing .....	44
ARTICLE 33 Entire Agreement .....	44
ARTICLE 34 Term of Contract.....	45

**ARTICLE 1**  
**Preamble**

**Section 1.1** This Agreement is entered into between the **UNIVERSITY OF PITTSBURGH OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION**, Pittsburgh, Pennsylvania, (hereinafter referred to as the “University”) and **UNIVERSITY OF PITTSBURGH POLICE ASSOCIATION, INC., OR ITS DESIGNEE**, (hereinafter referred to as the “Union”) in consideration of the mutual promises as herein set forth and in the mutual interest to promote relations between the University and the Union, the establishment of a prompt equitable procedure for the resolution of differences, and to establish rates of pay, hours of work, and other conditions of employment, it is agreed to as described in the following Articles.

**ARTICLE 2**  
**Recognition**

**Section 2.1** Pursuant to an Order of Certification issued by the Pennsylvania Labor Relations Board in Case No. PERA-R 84-423-W, the University hereby recognizes and acknowledges the Union as the exclusive representative of the employees of the University in the bargaining unit described in Section 2.2 for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment.

**Section 2.2** The bargaining unit shall be a subdivision of the employer comprised of all full-time and regular part-time University Police Officers, Security Guards, and Public Safety Telecommunicators of the University of Pittsburgh Police Department employed by the Oakland Campus and at owned or leased sites of the University of Pittsburgh of the Commonwealth System of Higher Education, excluding Chief of Police, Commanders, staff personnel, lieutenants, sergeants, student security aides, detectives and all management level employees, supervisors, first level supervisors and confidential employees as defined in the Act. (Public Employee Relations Act 195.)

**ARTICLE 3**  
**Definitions**

**Section 3.1** “Employee(s)” whenever used in this Agreement shall mean the employee(s) in the bargaining unit covered by this Agreement, as defined in Article 2, Recognition.

**Section 3.2** “Full-time employee” shall mean an employee in the bargaining unit who regularly works forty (40) hours per calendar week during the course of the year.

**Section 3.3** “Part-time employee” shall mean an employee in the bargaining unit who shall work less than (forty) 40 hours per week.

**Section 3.4** “Temporary Employee” shall mean an employee in the bargaining unit who is hired for a specified period of time, not to exceed twelve (12) calendar months.

**Section 3.5** “Police Officer” shall mean the classification of employees who possess and exercise the law enforcement powers of a police officer as commissioned under the laws of the Commonwealth of Pennsylvania.

**Section 3.6** “Security Guard” shall mean a classification of employees who will not carry firearms and do not possess and exercise the powers of a commissioned police officer as commissioned under the laws of the Commonwealth of Pennsylvania.

**Section 3.7** “Bid Assignment” shall mean an assignment of a specified shift, specified pass days, and specific geographical area of responsibility which is selected by the employee under the provisions of Article 15.

**Section 3.8** Utility assignment denotes a specific shift, specific pass days, but no specific geographical area of responsibility. A utility employee shall also be used as a substitute in a vacant geographical assignment subject to the provisions of Article 15.

**Section 3.9** “Public Safety Telecommunicator” shall mean the classification of non-commissioned employees who are assigned to the Communications Room. The Public Safety

Telecommunicator shall perform the following duties as assigned: operate NCIC, operate and monitor the Alarm and ARMS system, receive calls and dispatch officers, make CAD entries, watch room monitors, monitor communications and contact agencies and department and such other related duties as assigned.

**Section 3.10** Police Officers demonstrating particular needs for temporary assignment will be considered at the discretion of the Chief of Police.

**Section 3.11** Specialized Units denotes those employees who are assigned full time to a specialty classification, included but not limited to Community Relations, Investigation, Bicycle Patrol, Motorcycle Patrol and K-9 Units. The establishment or discontinuance of any Specialized Unit and the selection of employees to be assigned to a Specialized Unit are at the discretion of the Department.

**Section 3.12** Emergency Response Unit denotes any employee who is trained, able, and selected to perform functions outside his/her normal scope of duties, including but not limited to SERT, negotiator, and Hazmat.

#### **ARTICLE 4 Union Security**

**Section 4.1** Each employee, who on the effective date of this Agreement is a member of the Union, and each employee, who becomes a member thereafter, shall, as a condition of continuing employment, maintain his membership in the Union for the duration of this Agreement, in accordance with the provisions of Act 195.

**Section 4.2** The University agrees to deduct the Union's monthly membership dues from the pay of those employees who individually authorizes in writing that such deductions be made. All employees who become union members must make such an authorization.

**Section 4.3** Any employee who fails to retain his membership shall be subject to discharge by the University after the University has received written notification from the Union addressed to the employee, giving such employee thirty (30) days in which to reinstate his membership. However, employees may resign from the employee Union during a period of fifteen (15) days prior to the expiration of this Agreement, consistent with the provisions of Act 195.

**Section 4.4** The Union agrees to hold the University harmless and to defend said University against any claims, law suits, or judgments against the University as a result of any action taken against the University under the provision of this article only.

**Section 4.5** Employees covered by this Agreement who do not become dues paying members of the Union shall be required as a condition of employment, upon completion of probation, to pay, in lieu of dues, an agency shop fee for their proportionate share of the cost of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment, but not to exceed the amount of dues uniformly required of members. Authorization for the deduction of the agency shop fee shall be made to the University in writing.

**Section 4.6** If the Union increases or decreases the amount of its monthly dues and its agency shop fees subsequent to the execution of then current dues check-off authorization, the current authorizations shall be considered sufficient authorization to the University to increase or decrease the amount of dues and fees deducted by it from the earnings of the respective members of the bargaining unit. The Union President shall notify the University's Payroll Department in writing of any adjustments in a timely manner.

**ARTICLE 5**  
**Union Business**

**Section 5.1** Any Union official when arriving on University property to conduct any Union business, other than their assigned shift, shall notify the Chief of Police or his representative, prior to conducting such business.

**Section 5.2** Members of the Union or its representatives shall not solicit Union Membership on the University grounds on University time. Members are not forbidden to engage in protected Concerted Activities as defined by Act 195.

**Section 5.3** The Union agrees to specify to the Chief of Police its' Executive Board Members and two (2) designated Union stewards per shift. The University agrees to give to the Union a list of all supervisory staff designated for purposes of processing grievances. The parties agree to exchange the above lists within thirty (30) days after this Agreement is executed. Further, each party shall from time to time update their lists as needed.

**Section 5.4** The University shall provide the Union with a bulletin board which shall be conspicuous to the membership for the posting of Union notices. The Union shall use reasonable discretion in the selection of the materials that shall be placed on the bulletin board.

**Section 5.5** The Union agrees that it shall not use University computers or University e-mail accounts to solicit grievances.

**ARTICLE 6**  
**Management Rights**

**Section 6.1** Subject only to the limitations stated in this Agreement, the University shall have the exclusive right to manage and operate its business and operations in such manner as it deems necessary. It is understood and agreed that there are powers, responsibilities, and authorities belonging solely to the University. These include but are not limited to such areas of discretion or policy as the functions and programs of the University, the establishment of reasonable work

standards, its overall budget, utilization of technology, the organizational structure and the selection, retention, and direction of personnel.

**ARTICLE 7**  
**No Strike - No Lockout**

**Section 7.1** The Union will not call, cause, assist, encourage, participate, condone, ratify or sanction nor will the employees engage in any strike, sit-down, slowdown, picketing (other than informational picketing that does not interfere with the operations of the University), boycott, stoppage or other interference with the operations of the University during the period of this Agreement.

**Section 7.2** Violations of any provision of this article by either of the parties shall be subject to the applicable provisions of Act 195.

**Section 7.3** The University agrees that it will not lock out employees during the period of this Agreement.

**ARTICLE 8**  
**Discipline and Discharge**

**Section 8.1** The Union recognizes the University's special obligation to its students and the community and that the University is empowered to determine the seriousness of any infraction of rules, policy, or situation, and to determine the need for or severity of any disciplinary action(s) deemed necessary, up to and including dismissal. Such actions shall be based on the principles of just cause and shall be subject to the grievance procedure.

**Section 8.2** The Union shall have the right when an employee is suspended without pay to request that the University furnish to the Union sufficient information in order for the association to ascertain whether or not the suspension is valid.

**Section 8.3** An employee who is required to cooperate in any investigation pertaining to him/herself either by giving testimony, interrogation, or giving written statements shall have a

Union Executive Board Member or designated Union steward present, if requested. The Union agrees that it will have the designated Union steward present within thirty (30) minutes of notification or within 60 minutes if a member of the Executive Board or a designated steward is not at work at the time.

**Section 8.4** When an employee is notified that he has become the subject of an internal affairs investigation, the Department will issue the employee a written statement of the allegations and the employee's rights and responsibilities relative to the investigation. The Department will provide the employee with at least 24 hours' notice of any interview of the employee done pursuant to such an investigation unless exigent circumstances exist.

## **ARTICLE 9 Grievance Procedure**

**Section 9.1** 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 alleged violation of any provision of this Agreement. Such a dispute shall be defined as a grievance under this Agreement and must be presented within twenty one (21) calendar days after the event occurs or the grievant reasonably should know of its occurrence and must be processed in accordance with the following steps, time limits and conditions. The procedure set forth in this Article is to be utilized in the processing of all grievances.

**Section 9.2** Any matter not specifically covered by any provisions of this Agreement, except as how the parties have interpreted their relationship in the past as well as any other matter reserved to the University by the statutes, legal precedents, and regulations of the Commonwealth of Pennsylvania, and/or by the terms of this Agreement, cannot constitute a grievance.

**Section 9.3** If a grievance is once settled at any stage of the grievance procedure, it shall be considered closed and not subject to any further consideration.

**Section 9.4** Any 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 consideration. If at any step in the grievance procedure the University's representative fails to give his written answer within the time limits set forth, the Union, at its discretion, shall have the right to appeal the grievance to the next step of the grievance procedure.

**Section 9.5** STEP I –

If a grievance should arise that is not resolved between the grievant and the appropriate supervisor, the aggrieved employee should promptly notify a member of the Union Executive Board to file a 1st step grievance. A 1st step grievance shall be oral and heard by the Department designated representative within seven (7) calendar days of the request for a 1st step grievance.

**Section 9.6** STEP II –

If the grievant does not receive a satisfactory oral answer or if no answer is received within seven (7) calendar days following the day of oral presentation, the grievant may appeal the grievance in writing within seven (7) calendar days of the receipt of an answer at Step I or, in the event of no answer, within seven (7) calendar days of the seventh calendar day following oral presentation. The grievance shall be reduced to writing on the approved form, attached to this Agreement as Exhibit A. This form shall be the only recognized grievance processing form. The Chief of Police or designee, the grievant, and a member of the Union Executive Board shall meet at a mutually agreeable time within seven (7) calendar days of receipt of the written appeal to attempt to resolve the grievance. The Chief of Police or his designee shall give a written answer within seven (7) calendar days after the meeting of the parties.

**Section 9.7** STEP III –

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

**Section 9.8** (a) STEP IV –

If the grievance is not settled in Step III, the Union or its designated steward shall notify the designated representative of the Department of Labor Relations in writing within thirty (30) calendar days after the receipt of the answer at Step III of its intention to submit the grievance to arbitration in accordance with the procedure set forth in Article 10.

**Section 9.8** (b) The University and the union recognize the rights of the parties to determine the merits of a grievance prior to submission to arbitration. It is agreed that either party may be asked to disclose written documentation or other information which is relevant to the grievance at hand, and which may be used in the course of the arbitration. Such requests by either party shall not be unreasonably denied. Such disclosure request must be made no later than fifteen (15) calendar (days subsequent to the written reply as prescribed in Step III of the grievance procedure.

**Section 9.9** The time limits herein set forth may only be extended in writing by mutual consent of the parties.

**Section 9.10** An aggrieved employee and a member of the Union Executive Board shall be granted reasonable time during working hours, without loss of pay to attend the grievance

meetings required by Steps I, II, and III of the grievance procedure, as well as arbitration proceedings.

**Section 9.11** A grievant shall be an employee or any group of employees. Any member of the Union Executive Board may file a grievance on behalf of a grievant or grievant(s) provided each grievant signs the grievance or the Union provides the University with a roster signed by all grievants. It is understood and agreed that the Union may file grievances on behalf of the bargaining unit, so long as they are initiated at Step I and filed in a timely fashion.

## **ARTICLE 10 Arbitration**

**Section 10.1** If any grievance is not settled through application of the Grievance Procedure, (Article 9) either party may, in accordance with Step IV of the Grievance Procedure, submit said grievance to arbitration as follows:

**Section 10.2** In the event that the Union appeals a grievance to arbitration, the Union shall notify the Federal Mediation and Conciliation Service, who shall be asked to provide the Union and the University with a panel of seven (7) arbitrators. The FMCS shall be requested to provide only the names of arbitrators who are members of the National Academy of Arbitrators. Upon receipt of the panel, the parties shall determine an arbitrator by alternatively striking a name from the list. The Union and the University will alternate the first name strike. The arbitration hearing shall be held on a date and time, and at a location mutually agreed upon by all concerned parties. Expenses incidental to the services of an arbitrator shall be paid jointly by the University and the Union, one-half (1/2) each. The cost of a transcript of the arbitration hearing shall be borne by the requesting party.

**Section 10.3** The arbitrator shall be requested to issue the decision within thirty (30) days after the conclusion of the arbitration hearing. The decision of the arbitrator shall be final and binding on both parties.

**Section 10.4** In the case of a discharge or disciplinary suspension, the arbitrator shall have the authority to sustain the discharge or disciplinary suspension, or if (s)he finds that the discharge or disciplinary suspension was not proper, (s)he 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. In the event of a non-disciplinary issue, the arbitrator shall determine a remedy as (s)he deems appropriate.

**Section 10.5** The arbitrator shall not have authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement.

**Section 10.6** Nothing shall prevent the parties from resolving a dispute to their mutual satisfaction prior to the receipt of the arbitrator's decision.

## **ARTICLE 11**

### **Seniority**

**Section 11.1** Regular full-time and regular part-time employees shall accrue two 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, but not as to preference.
2. To determine the length of time laid off prior to termination of employment, in accordance with Section 11.3(f).

(b) Bargaining Unit Seniority is defined as all continuous service in the bargaining unit within the employee's current classification, commencing after completion of the probationary period and retroactive to the date of hire in the classification. An employee who is transferred or promoted out of the bargaining unit shall continue to accrue Bargaining Unit seniority for one hundred eighty (180) days. If the employee chooses to return or is returned to the Bargaining Unit within the one hundred eighty (180) days period, he shall resume his 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 12, Section 12.1.
2. To determine the order of recall in accordance with the provisions of Article 12, Section 12.2.
3. To determine vacation schedules from among the times made available by the University.
4. To resolve disputes regarding the administration of Article 15.

(c) For bargaining unit employees whose regular assignment is in the Communications Room, Bargaining Unit Seniority is defined as all continuous service in the Communications Room, commencing after completion of the probationary period and retroactive to the initial date of service in the Communications Room including service as a Public Safety Telecommunicator.

**Section 11.2** Regular part-time employees shall accrue University Seniority and Bargaining Unit Seniority based upon actual hours worked. This seniority will be applicable within this group of regular part-time employees.

**Section 11.3** Termination of seniority and employment shall result for any of the following reasons:

(a) An employee voluntarily terminates.

(b) An employee is discharged for just cause.

(c) An employee is absent from work for three (3) consecutive workdays without properly notifying the University, unless it is physically impossible to do so.

(d) An employee fails to return to work immediately following a leave of absence, or misrepresents the reason for a leave of absence.

(e) An employee fails to respond to a letter of recall, as set forth in Article 12, Section 12.3.

(f) An employee is laid off for a continuous period equal to University Seniority at the time of layoff, but not exceeding twenty-four (24) months, whichever is less.

(g) An employee is unable to work for eighteen (18) consecutive months due to illness or injury not compensable under Workers' Compensation statutes. In cases where the illness or injury is compensable under Workers' Compensation statutes such absence shall not break seniority, provided that the employee returns to work when the physician releases the employee to full duties. In cases where commutation is applicable, it is recognized that if the commutation agreement includes a resignation from University employment, seniority shall be broken and the University is under no obligation to re-employ the affected individual.

**Section 11.4** When employees share a common seniority date, the seniority order of such employees shall be determined by some form of lottery system acceptable to both parties.

**Section 11.5** In the event that an employee is transferred back into the Bargaining Unit after working outside the Bargaining Unit in excess of one hundred eighty (180) days, the

employee shall be placed at the bottom of the seniority list in regard to Article 12, Sections 12.1 and 12.2 and Article 15, Section 15.2.

## **ARTICLE 12 Layoff Section**

**Section 12.1** The University may need to reduce the work force due to lack of work, budgetary restrictions, or other valid business reasons. In the event of a reduction in force, temporary employees, probationary employees, and regular part-time employees shall be laid off first, in that order, as defined in Article 11, Section 1(b).

**Section 12.2** Recall from layoff shall be in the inverse order to the order in which employees are laid off.

**Section 12.3** It shall be the responsibility of any employee who is laid off for lack of work to keep the University informed of his or her current address. The University shall give the employee written notice by Return Receipt Mail, return Receipt Requested. If the employee does not appear for work within ten (10) calendar days within receipt of the written notice, then the employee is terminated in accordance with Article 11, Section 11.3(e).

## **ARTICLE 13 Probationary Period**

**Section 13.1** All new employees hired or appointed to the classification of Police Officer shall be required to serve a probationary period of one year, excluding any required Academy training within that year. Employees hired who have already completed Academy training shall serve a probationary period of one year. If at any time during this period the University determines that the employee is not suitable for police work, (s)he shall be terminated. Such termination shall not be subject to the grievance and arbitration provisions of this Agreement.

**Section 13.2** All new employees hired in the classification of Security Guard shall be required to serve a six-month probationary period. A Security Guard may be terminated at any

time during this period if it is determined by the University that (s)he is unsuitable for Security Guard work. Such termination shall not be subject to the grievance and arbitration provisions of this Agreement.

**Section 13.3** All new employees hired in the classification of Public Safety Telecommunicator shall be required to serve a six-month probationary period. A Public Safety Telecommunicator may be terminated at any time during this period if it is determined by the University that (s)he is unsuitable for Public Safety Telecommunicator work. Such termination shall not be subject to the grievance and arbitration provisions of this Agreement.

**Section 13.4** Vacation days are accrued during a probationary period, but cannot be taken until after the successful completion of the initial probationary period unless approved by management, at management's sole discretion. This shall not apply to employees promoted or transferred to another bargaining unit classification.

## **ARTICLE 14 Hours of Work**

**Section 14.1** The standard workweek for regular full-time employees shall consist of five (5) consecutive days in any seven (7) day period, consisting of eight (8) hours of work per day. For the purposes of the pay schedule only, the standard workweek shall commence at 0001 hours on Sunday and end at 2400 hours the following Saturday.

**Section 14.2** The standard workday shall be a twenty-four (24) hour period commencing with the start of the employee's shift.

**Section 14.3** The regular work shift shall consist of eight (8) consecutive scheduled hours. Officers are on duty during the entire eight (8) hour shift.

**Section 14.4** The above shall not constitute a guaranteed workweek or workday.

**ARTICLE 15**  
**Schedules and Assignments**

**Section 15.1** Recognizing that the police function of insuring the safety and security of University personnel and property requires flexibility in scheduling and assigning as well as fair treatment to all employees, the parties have agreed to the following system of bidding for certain assignments and for all shifts and pass days. The assignment schedule shall be reviewed by the Union prior to posting.

**Section 15.2** Once a year a list of all bid assignments and all shifts and pass days for the next calendar year shall be posted. This process will commence in October for job assignments for the following calendar year (January to December). Employees within their classification will register their preference, in seniority order, for all bid assignments and all shifts and pass days. The University shall give due consideration to all such requests, but retains the right to make the final determination. A bid shall be made for one (1) assignment, except for the combination assignments, which may consist of more than one geographic area.

**Section 15.3** Prior to the selection of the Bid Assignments in Section 15.2, employees who wish to be considered for community relations, non-uniformed, bike patrol, or traffic unit duty assignments shall make these preferences known in writing to the Chief of Police. The Chief of Police shall have sole discretion in the assignment of employees to these specific duties only. Final assignment decisions shall not be subject to the grievance procedure.

**Section 15.3(a)** The selection of the employees noted in Section 15.3 shall occur and become effective at the start of the first full biweekly pay period in July of each year prior to the general bid process in October and will continue until the first full biweekly pay period in the following July. The time between the initial selection of employees and the end of the last biweekly pay period in August may be used as an evaluation period by management for the employee's

suitability to continue for the remainder of the yearly cycle. If management and/or the employee determine that the employee is not suitable for the position, then management may select another applicant and the departing employee shall resume his/her previous bid assignment and then participate in the general bid process in October according to his/her bargaining unit seniority.

**Section 15.4** The Chief of Police retains the right to reassign employees from their Bid Assignments one time during the operational period of the preference system for just cause.

**Section 15.5** An employee may be moved from his or her normal assignment and temporarily placed elsewhere to accommodate Department needs on a daily basis or for a maximum of twenty-five (25) consecutive workdays. If for the purposes of routine daily scheduling, excluding special events, school activities and other identified Department needs, a Bid Assignment employee is to be reassigned completely from their scheduled assignment he/she will receive first preference in the reassignment process, and his/her Bid Assignment will not be physically filled by another employee. This shall not preclude doubling of assignments.

**Section 15.6** An employee may voluntarily arrange an exchange of Bid Assignments with another employee in the same classification, subject to final approval. This exchange of Bid Assignments must occur within a standard workweek and is prohibited if it will result in unscheduled overtime. Employees switching on utility assignments assume the seniority of the employee with whom they are switching.

**Section 15.7** When a new Bid Assignment is created or a previously Bid Assignment to be retained becomes vacant (other than those contained in Section 15.3), it shall be posted in a prominent place within seven (7) days of the determination to fill the vacancy for a period of seven (7) calendar days. Employees with less seniority within the assignment classification, shall be permitted to register a preference for the assignment. Once this bid process is completed, the

affected employees shall begin their new assignments on the first Sunday following the completion of the bid process.

**Section 15.8** (A) There shall be a maximum of the following number of utility positions on the following shifts.

Daylight - four (4) utility assignments  
Afternoon - five (5) utility assignments  
Evening - three (3) utility assignments

**Section 15.9** (A) Should a bid assignment be uncovered due to vacations, sick leave call off, or other temporary absence, the uncovered assignment (beginning with vehicle assignments and/or dispatch) shall be offered to employees in utility assignments by seniority order. Specialty Units, including but not limited to, bicycle and/or motorcycle personnel are to maintain their Specialty Unit role throughout the year and offered uncovered assignments not chosen by a Utility Officer. Within the Specialty Units, officers shall be ranked by the bargaining unit seniority.

Should an assignment become vacant, the bid assignment shall be subject to the relevant Sections of this Article.

(B) In the event that existing bid positions as defined in this Article are affected by the opening of new University facilities for which the University of Pittsburgh Police Department is given security responsibility, the University agrees to address the relevant matter(s) at the request of the Union under the provisions of Meet and Discuss as defined by Act 195.

## **ARTICLE 16**

### **Overtime**

**Section 16.1** Overtime shall be paid at the rate of one and one half (1-1/2) times the employees' normal hourly rate as set forth in Article 18 for all hours actually worked in excess of

forty (40) hours per week. Paid holidays, as designated in Article 19, Section 19.1, vacation days, pre-approved personal days falling during the employees' standard workweek, bereavement or approved scheduled sick time shall be included in the determination of forty (40) hours. Employees may elect to receive compensatory time in lieu of overtime pay which shall be capped at 60 hours.

**Section 16.2** Premium pay provided for under Article 16 shall preclude premium pay under any other Article of this Agreement.

**Section 16.3** Employees called from home to work on an assignment shall be paid a minimum of four (4) hours' pay provided the employee was contacted and spoke directly with a management representative and reports to duty immediately after such telephone conversation. Otherwise, the employee shall be paid only for hours actually worked.

**Section 16.4** Only time actually worked or time otherwise described in Section 16.1 above shall be included in the determination of forty (40) hours. Holidays as described in Article 19, Section 19.1 falling on days scheduled off (pass days) shall not be considered in the determination of overtime.

**Section 16.5** The University reserves the right to schedule and assign overtime. Reasonable effort will be made to distribute the opportunity for overtime on an equitable basis.

**Section 16.6** If an employee is requested or must remain at the conclusion of his or her shift, the employee shall receive a minimum of two (2) hours pay at a rate of time and a half for the hour. Where an employee stays on shift due to lack of relief, the employee shall receive two hours pay at a rate of time and a half only if all of the following conditions are met: 1) the employee stays for more than fifteen minutes; 2) the employee notifies the supervisor of the lack of relief both at the conclusion of the shift and fifteen minutes after the conclusion of the shift; 3) the

supervisor directs the employee to stay. In such instance, the employee must work the additional two hours if so directed by the supervisor.

**Section 16.6(a)** All officers assigned to Special Emergency Response Team (SERT) or Rapid Deployment Team (RDT) that are called from to home to operate outside the normal scope of police activities shall be compensated at the rate of time and one-half during any time of activation for SERT and/or RDT duty for any emergency as determined by the chief of police. Time of activation shall start at the time the officer is notified and run continuously until the incident is resolved or the officer is relieved from duty. The incident shall include time allotted to place the officer's equipment back in place. Preplanned events should not be considered an emergency call-in under this section. (Examples of preplanned events (but not limited to): Sports Celebrations (Super Bowl), Scheduled Protests, Dignitary Details).

**Section 16.7** Employees who make court appearances during their regularly scheduled shift shall be paid at their regular hourly rate. Employees who make court appearances during times outside their regularly scheduled shift shall be compensated on the schedule specified below:

Court appearances, District Magistrate	3 hours at the overtime rate
Preliminary cases - City Court, Pre-Trial	3 hours at the overtime rate
Criminal court	4 hours at the overtime rate

The hours specified above are the minimum for hours charged against these appearances. In the event that an employee makes a court appearance that begins prior to the start of his/her regularly scheduled shift, the employee shall be required to report to work as soon as possible for that shift. If, due to the starting time of the court appearance, the hours paid at the overtime rate set forth above overlap with the hours of the regularly scheduled shift, the employee shall not be

paid both the regular rate and the overtime rate for such overlapping hours, but shall receive only the overtime rate for such overlapping hours.

Hours spent in court appearances shall not be counted in the determination of forty (40) hours.

The University reserves the right to review and determine the appropriate number of employees required to participate in the resolution of any University case or other legal matter. Generally, the following number of officers to appear at court will follow the listed guidelines:

1. District Justice Court one officer to appear for parking, traffic, and non-traffic citations.
2. City Court one officer to appear for misdemeanor cases, two officers for felony cases if warranted or as designated by the District Attorney.
3. Pre-trial Conference the officer listed as constable will attend.
4. Criminal/Juvenile Courts only the subpoenaed officer will attend.

If there is a need for more than one officer to attend a summary or misdemeanor hearing, the officers involved will contact the department for approval.

The University agrees to reimburse employees for parking fees and turnpike tolls from home under this section. Employees must provide a receipt for parking services and turnpike tolls.

## **ARTICLE 17**

### **Leave Without Pay**

**Section 17.1** Requests for leave of absence without pay shall be submitted in writing to the Chief of Police or designee thirty (30) days prior to the desired commencement date of the requested leave. Leaves of absence may be granted after completion of the applicable probationary period by the Chief of Police at his or her discretion. Leaves of absence shall not exceed ninety (90) calendar days, with a possible renewal of an additional ninety (90) calendar days. The

employment of an employee on leave of absence without pay shall be terminated if such employee is seeking employment or is employed by another employer while on such leave. The Union shall be notified of all leave of absence when granted.

**Section 17.2** Seniority of employees on leave of absence without pay shall continue to accrue during the leave of absence period.

**Section 17.3** Insurance benefits may be continued during a leave of absence without pay provided the employee pays both the Employees’ and the University share of the premium(s). Notwithstanding the foregoing, the University will pay its share of benefits costs during any FMLA leave as set forth in University Policy 07-07-02.

**Section 17.4** University Policy 07-07-02, Family and Medical Leave for Staff, shall be applicable to all members of the bargaining unit; additionally, to the extent short-term disability benefits are approved by the insurance carrier, such paid leave shall count towards the employee’s entitlement to Family and Medical Leave.

**ARTICLE 18  
Compensation**

**Section 18.1** All members of the bargaining unit shall be compensated according to the following schedule.

<b>Police Officers</b>	<b>Eff. Upon Ratification</b>	<b>7/1/2023</b>	<b>7/1/2024</b>	<b>7/1/2025</b>	<b>7/1/26</b>	<b>7/1/27</b>
Academy Rate	\$20.01	\$20.51	\$21.02	\$21.65	\$22.74	\$23.87
0 – 1 Year	\$30.02	\$30.77	\$31.54	\$32.49	\$34.11	\$35.82
1 - 2 Years	\$33.02	\$33.84	\$34.69	\$35.73	\$37.52	\$39.39
2 - 3 Years	\$36.38	\$37.29	\$38.22	\$39.37	\$41.33	\$43.40
3+ Years	\$38.08	\$39.03	\$40.01	\$41.21	\$43.27	\$45.43

<b>Guards</b>	Eff. Upon Ratification	7/1/23	7/1/24	7/1/25	7/1/26	7/1/27
0 - 1 Year	\$17.49	\$17.93	\$18.38	\$18.93	\$19.87	\$20.87
1 - 2 Years	\$17.92	\$18.36	\$18.82	\$19.39	\$20.36	\$21.38
2 - 3 Years	\$18.11	\$18.57	\$19.03	\$19.60	\$20.58	\$21.61
3 Plus Years	\$18.78	\$19.25	\$19.73	\$20.32	\$21.34	\$22.41

<b>Public Safety Telecommunicators</b>	Eff. Upon Ratification	7/1/23	7/1/24	7/1/25	7/1/26	7/1/27
0 - 1 Year	\$20.47	\$20.98	\$21.51	\$22.15	\$23.26	\$24.42
1 - 2 Years	\$21.03	\$21.56	\$22.10	\$22.76	\$23.90	\$25.09
2 - 3 Years	\$21.77	\$22.31	\$22.87	\$23.56	\$24.74	\$25.97
3 Plus Years	\$22.51	\$23.07	\$23.64	\$24.35	\$25.57	\$26.85

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

**Section 18.2** In the last biweekly pay in November of each year of the contract, there shall be a lump sum of longevity payment for each member of the bargaining unit as follows:

Guards/Public Safety Telecommunicators

Completion of 3 years of service	\$500
Completion of 10 years of service	\$700
Completion of 15 years of service	\$900
Completion of 20+ years of service	\$1,100

Police Officers

Completion of 5 years of service	0.5% of base salary
Completion of 6 years of service	0.6% of base salary
Completion of 7 years of service	0.7% of base salary
Completion of 8 years of service	0.8% of base salary
Completion of 9 years of service	0.9% of base salary
Completion of 10 years of service	1.0% of base salary
Completion of 11 years of service	1.1% of base salary
Completion of 12 years of service	1.2% of base salary
Completion of 13 years of service	1.3% of base salary
Completion of 14 years of service	1.4% of base salary
Completion of 15 years of service	1.5% of base salary
Completion of 16 years of service	1.6% of base salary
Completion of 17 years of service	1.7% of base salary
Completion of 18 years of service	1.8% of base salary
Completion of 19 years of service	1.9% of base salary
Completion of 20+ years of service	2.0% of base salary

The payment shall be pro-rated for officers whose employment terminates prior to the longevity payment.

**Section 18.3** Police Officers assigned to and operating in the role as a Field Trainer shall receive a 10% increase in salary for each hour. The increase is in effect only when conducting field training for a fellow employee, intern or observer. Security Guards will receive compensation of 4 hours at their overtime rate each time they are assigned to the role of Field Trainer.

**Section 18.4** Police Officers attaining at least 10 years of service and who have achieved a minimum satisfactory evaluation will be designated as a Master Police Officer and will receive 105% of the Police Officer 3+ Year Rate.

## **ARTICLE 19 Holidays**

**Section 19.1** Regular full-time employees shall be entitled to the following paid holidays, to be observed on the following days:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Spring Holiday	Friday of the University Spring Break
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

All shifts beginning on a holiday shall be considered the holiday.

In order to be eligible to be paid for the holidays set forth in Section 19.1 above, an employee must have worked on his/her last scheduled day before the holiday and his/her first scheduled day after the holiday, or an employee must have been on scheduled vacation, personal or pass days on the day prior to the holiday and the day subsequent to the holiday. An employee who uses sick time the last scheduled day before or the first scheduled day after a holiday and does

not work the holiday because the holiday is a pass day will not receive the eight hours holiday pay. An employee who works the holiday will receive holiday pay.

**Section 19.2** Holiday pay for regular full-time employees at their regular hourly rate times eight (8) shall be paid to all full-time employees for each of the holidays, designated in Section 19.1.

**Section 19.3** Full-time employees shall be paid two and one-half (2-1/2) times their regular hourly rate for all hours worked on New Year's Day, Thanksgiving Day, Christmas Eve, or Christmas Day, plus the above eight (8) hours of holiday pay. Employees may elect to bank twenty (20) hours of paid holiday time off for working on New Year's Day, Thanksgiving Day, Christmas Eve, or Christmas Day (8 hours minimum) in lieu of the holiday working premium pay provided for these four (4) holidays and shall mark their payroll records accordingly. Full-time employees shall be paid one and one-half (1-1/2) times their regular hourly rate for all hours worked on any of the other above-recognized holidays, plus the above eight (8) hours holiday pay. Employees may also elect to bank twelve (12) hours of paid holiday time off for each Holiday worked (8 hours minimum) listed in Section 19.1 in lieu of the holiday working premium pay provided for in this Section and shall mark their payroll records accordingly. Section 19.6 shall also apply to the utilization of this banked paid holiday time off.

**Section 19.4** Part-time employees shall be paid one and one-half (1-1/2) times their regular hourly rate for all hours worked on any of the above holidays, plus the eight (8) hours holiday pay. Holiday pay shall not be paid to any part-time employee unless he worked the holiday.

**Section 19.5** Each regular full-time employee shall be entitled to five (5) paid personal days at eight (8) times his or her regular hourly rate during each calendar year; except that a newly hired employee hired shall be entitled to a prorated share of that calendar year's allotment of

personal days based upon his or her hire date (to be rounded up or down to the next whole number of days). Personal days may not be accumulated from year to year.

Personal days are subject to forty-eight (48) hours advance request and advance approval of the Chief of Police or his or her designee. Personal days may be taken in four-hour increments. Requests for personal days with less than forty-eight hours advance notice shall be reviewed on a case-by-case basis, and shall not be unreasonably denied.

**Section 19.6** The following shall apply to holidays that fall on an employee's pass day: each member of the bargaining unit shall elect by the end of the pay period whether to receive eight (8) hours pay at his/her regular hourly rate or an additional eight (8) hour day off with pay, as compensation for the holiday. In cases where an additional day off with pay is chosen, the additional day off must be taken within the calendar year, except for an additional day for the December 24 or December 25 holidays, which may be carried over to and must be taken in the following calendar year. Additional days off shall be scheduled on the same basis as a personal holiday (Section 19.5). Elections must be submitted in writing. Bargaining unit members who fail to timely submit their elections will receive additional pay and no additional days off.

## **ARTICLE 20 Vacation**

**Section 20.1** Full-time employees are eligible for vacation with pay at the employees' regular hourly rate as follows:

(a) Full-time employees who have completed twenty (20) or more years of service are eligible for twenty-five (25) paid vacation days.

(b) Full-time employees who have completed ten (10) or more years of service are eligible for twenty (20) paid vacation days.

(c) Employees who have completed five (5) or more years' service are eligible for fifteen (15) paid vacation days.

(d) Employees who have completed one (1) year of service are eligible for ten (10) paid vacation days.

(e) Employees shall take their vacation entitlement from between the first day following their anniversary date and the day prior to the next anniversary date. There shall be no carryover of vacation to another anniversary year. The vacation schedule shall be administered on an anniversary year basis.

(f) Regular part-time employees shall be entitled to a pro rata share of the vacation benefits described above, based upon service and their regular schedule.

**Section 20.2** Vacations will be selected by employees on the basis of Bargaining Unit seniority according to a calendar year vacation schedule fixed by the department. The number of officers permitted to be on vacation at one time will be determined by the University. Vacation bids will commence in November and must be completed by November 30 for vacations for the following calendar year. Employees wishing to take their vacation time in less than five (5) day increments must wait until the completion of the bids.

**Section 20.3** Vacation days shall be taken in whole day increments, or in four-hour increments a maximum of six (6) times per year, and cannot be accumulated from year to year.

**Section 20.4** Vacation shall not be used as a substitute for sick leave for same day call offs.

**Section 20.5** Vacation is earned only when an employee is actively at work or while on approved sick leave. Employees, who are absent for 20 consecutive working days or more, on approved unpaid leave of absence, leave for which the employee is receiving short-term disability

benefits or long-term disability shall not be credited for vacation days for such time. Upon return to work, the employee shall receive a pro-rata share of his/her vacation entitlement based on time worked and on sick leave prior to his/her inactive status.

## **ARTICLE 21** **Sick Leave**

**Section 21.1** 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. The University will not arbitrarily impose the requirement of submitting proof that an absence from work was necessary.

**Section 21.2** All regular full-time employees shall be credited with eighty (80) hours of sick time each January 1st. Employees may accumulate sick leave up to nine hundred sixty (960) hours (120 days).

If an employee voluntarily resigns prior to the end of the calendar year, the eighty (80) hours of sick time will be pro-rated, and the employee shall have any sick time used beyond the pro-rated amount withheld from his/her last paycheck.

**Section 21.3** To be eligible for sick leave pay, an employee must notify the Chief of Police or designee at least one hour prior to the start of the employee's scheduled shift assignment, or show that it was impossible for such notice to be given. However, in the case of pre-scheduled medical appointments, employees must provide at least forty-eight (48) hours' notice, although if an employee provides at least twenty-four (24) hours' notice then the University will not unreasonably deny such a request for sick leave. Sick leave may be taken in increments of one hour, although if an employee calls in sick prior to reporting for work, then the employee shall take that entire day as a sick day; furthermore, if an employee leaves work due to sickness or for

a pre-scheduled medical appointment, then the employee shall take the balance of that day as sick time.

**Section 21.4** Accident and sickness benefits shall be provided for all full-time Police Officers, Guards, and Public Safety Telecommunicators at the rate of sixty percent (60%) of the base weekly wage rate. The base weekly wage rate is determined by multiplying the employee's regular hourly rate x 40 hours for a period not exceeding twenty-six (26) weeks starting on the next scheduled workday following termination of full pay and exhaustion of all accrued sick leave.

If any employee is employed elsewhere while receiving short-term disability benefits, the employee shall be subject to immediate termination.

**Section 21.5**

(a) Employees may elect, once each calendar year, to sell back to the University the sick leave which they have accrued, at one-half ( $1/2$ ) of their regular hourly rate for each hour of sick leave. The employee must elect this option by December 31 of any year, but no sooner than December 15 of any year.

(b) When an employee retires or dies while actively on the Payroll, all unused sick leave will be purchased by the University at one-half ( $1/2$ ) of the employees' regular hourly rate for each hour of sick leave that the employee has accrued, not to exceed two thousand five hundred dollars (\$2,500.00).

**Section 21.6** Sick leave is earned only when an employee is actively at work or while on approved sick leave. Employees, who are absent for 20 consecutive working days or more, on approved unpaid leave of absence, leave for which the employee is receiving short-term disability benefits or long-term disability shall not be credited for sick leave for such time. Upon return to

work, the employee shall receive a pro-rata share of his/her sick leave entitlement based on time worked and on sick leave prior to his/her inactive status.

**Section 21.7** If an employee does not use any unscheduled sick leave, paid or unpaid, for three (3) consecutive months, then the employee will be entitled to 4 hours of bonus time. If an employee does not use any sick time, paid or unpaid, for six (6) consecutive months, the employee will be entitled to an additional 8 hours of bonus time. An employee who earns and is entitled to bonus time is required to notify management within thirty (30) calendar days after earning the bonus time to be awarded the hours. An employee may accumulate up to 32 bonus hours for each year of the contract.

Scheduling of bonus hours shall be on the same basis as a personal day and must be requested and approved in accordance with Section 19.5. Bonus hours must be taken within 12 months of receiving the hours.

## **ARTICLE 22 Paid Leave**

**Section 22.1** 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.

**Section 22.2** Upon request, an employee shall furnish valid proof of death and or relationship to the Chief of Police or his or her designee.

**Section 22.3** Regular full-time employees who are attached to a military reserve or guard unit as part of their required military obligation, and required to serve an annual two (2) week active duty tour, will be compensated the difference between military pay and regular University

pay. The above does not apply to employees who have completed their military commitment and are voluntarily attached to a reserve or guard unit.

**Section 22.4** An employee who is called for jury service on a scheduled workday must immediately notify his supervisor, and provide a copy of the subpoena. The employee shall be excused from his regular work assignment on the day of jury duty. Exception: an employee whose regular shift begins after 8:00 PM on the day prior to his jury service shall be excused from his night time shift prior to the jury service. An employee who is called for jury duty on a regular scheduled work day shall be paid at his regular rate for the day that he is at jury service.

**Section 22.5** The University will provide all bargaining unit members with a parental leave benefit identical to the one provided to, and on the exact same basis as, the University's non-represented staff.

## **ARTICLE 23 Employee Benefits**

**Section 23.1** Bargaining unit employees are eligible for medical, life, long-term disability insurance, dental and vision coverage, and a retiree medical benefit for over age sixty-five (65) retirees as described below.

These benefits are described further in materials made available by the University or its carriers and/or vendors.

Employees shall be entitled to periodic open enrollment at times made available by the University. During such open enrollments employees shall receive from the University and/or its carriers and vendors, information regarding the benefit choices available. Employees shall choose from the benefits options available, consistent with the provisions of this agreement.

**Section 23.2** 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 staff. 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 as a new hire or during the open enrollment period. If an employee waives participation during the plan year due to obtaining other coverage, the employee must 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 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 similar benefits design shall be maintained. The University agrees to provide written notice of any such change to the Union.

**Section 23.2 (b)** The University shall permit all regular bargaining unit employees to establish flexible spending accounts on the same basis as for the University's non-represented staff

**Section 23.3** Except as otherwise stated in this Section, all regular bargaining unit employees shall be eligible to participate in the University's retirement plan on the same basis as its non-represented Staff. Any and all changes made to the University's retirement plan, including the decision to offer a particular retirement plan, shall apply to bargaining unit employees on the same basis as non-represented staff.

Effective June 30, 2017, any police officer who has reached the age of 59 1/2 and whose hire date is prior to July 1, 2004 will be eligible to take a voluntary official retirement from the University. Police officers who retire under this section will receive the same benefits as official retirees under the University's staff member retiree plan.

Effective June 30, 2017, police officers will be required to retire from the police force at 67 years of age. The parties expressly agree that this mandatory retirement age is instituted due to the risks inherent in the police officer position.

**Section 23.4** At retirement, employees with ten (10) or more years completed service shall be entitled to a paid up group life insurance benefit of \$15,000.00. Employees with less than ten (10) years completed service shall be entitled to a pro rata share in the amount of a \$1,500.00 group term life insurance benefit for each year of service completed, not to exceed \$15,000.00 at ten (10) years of service. The University may from time to time amend this benefit for its retiring employees, or its retirees. Any amendment to this benefit shall be applicable to the bargaining unit members.

**Section 23.5** Bargaining unit employees shall be eligible to receive the same retiree medical coverage on the same basis as it is provided for non-represented staff. The University may from time to time amend this benefit for its retiring employees, or its retirees. Any amendment to this benefit shall be applicable to the members of the bargaining unit.

**Section 23.6** Bargaining unit employees shall be eligible to receive the same long-term disability benefits on the same basis as they are provided to non-represented staff. Any amendment made to these benefits by the University shall be applicable to the members of the bargaining unit.

**Section 23.7** The University shall offer members of the bargaining unit the opportunity to obtain the same Long Term Care benefit, under the same conditions and at the same cost, as is available to non-represented staff.

**Section 23.8** The following voluntary benefits shall be made available to bargaining unit members on the exact same basis and at the same cost as it provides such for its non-represented staff. Any and all amendments made to these benefits for the University's non-represented staff shall be applicable and effective on the exact same basis to members of the bargaining unit:

Group Home and Automobile Insurance

Pet Insurance

Legal Services

Care.com

Accident Insurance

Critical Illness Insurance

Hospital Indemnity Insurance

General Liability Insurance, as applicable

## **ARTICLE 24** **Education Benefits**

**Section 24.1** Employees in the bargaining unit shall be entitled to education benefits as described in University Policy 07-11-01, Policy 07-11-02, and Policy 09-05-16, with the following exception: a probationary police officer shall be entitled to educational benefits after completing 180 days of their probationary period. If they fail to successfully complete the entire one year probationary period or voluntarily leave the University prior to the completion of their

probationary period they shall reimburse the University for any educational benefits used. Any other amendments made to these benefits for the University's non-represented Staff shall be applicable and effective on the exact same basis to members of the bargaining unit.

**Section 24.2** The University will pay for attendance at the Police Academy for eligible employees. In order to be eligible for such payment the following conditions must be met:

- (a) The employee must have a four year college degree;
- (b) The employee must have completed at least three years of service in the department;
- (c) The employee must commit to two years of service as a police officer for the department; and
- (d) The employee must apply for and be awarded a position as Police Officer/Academy.

During time of attendance at the Police Academy, the employee will be in the classification of Police Officer/Academy and will be paid at the higher of the Police Academy rate or the rate of pay for his/her prior classification. The employee will be transferred to the classification of Police Officer upon graduation and successful certification. The position date for the purposes of bargaining unit seniority and longevity pay as a Police Officer will be the first day of attendance at the Academy. The Officer probationary period shall commence effective the first work day after graduation from the Academy. If the employee leaves the department prior to his/her two-year commitment, he/she shall reimburse the University for the cost of attendance at the Academy.

In the event that an employee fails to either graduate from the Academy or to timely attain MPOETC certification because of conduct, ethics, or policy violations, his/her position as Police Officer/Academy or Police Officer will be terminated. In such event, he/she shall have no right to

return to his/her prior position as he/she shall reimburse the University for the cost of attendance at the Academy. If the graduation or certification failure is the result of a personal issue, failure to meet minimum standards or something beyond the employee's control, he/she will be offered a one-time return to his/her prior position.

**ARTICLE 25**  
**Uniform Allowance**

**Section 25.1** Full-time employees shall be given a uniform allowance per calendar year as follows:

(a) Each newly hired full-time police officer shall, upon request, be entitled to a \$300 voucher to purchase the Department-designated weapon at an authorized vendor designated by the University, which must be purchased at the time of hire.

(b) Full-time employees shall, upon request, be entitled to a uniform voucher as specified below:

**OFFICERS**

\$850 each year on June 1.

**GUARDS AND PUBLIC SAFETY TELECOMMUNICATORS**

\$750 each year on June 1.

The uniform voucher must be used by May 1 of the following year.

The University will provide initial clothing required for specialized assignments plus up to an additional \$500 in vouchers for specialized equipment where receipt is provided. It is expressly and specifically understood and agreed that given the vouchers that are provided as set forth above, no requests for replacement of any uniform articles/items will be entertained for any reason.

(c) The voucher may be used only to purchase uniform items from a designated department supplier and only items specified under department uniform policies, to include items under Section 25.2, as well as leather goods, boots, bullet-proof vests, authorized ammunition, flashlights, nightsticks (including PR-24), handcuffs, gloves, thermal-wear, and prescription impact resistant glasses. There shall be at least two (2) department suppliers authorized for uniform purchase designated by the University.

(d) Part-time employees shall receive a pro rata share of the above.

(e) Individuals who have left the employment of the department between installment dates will not be eligible.

**Section 25.2** All new employees shall receive a uniform as follows:

Item	Number
Shoes	1 Pair
Socks or stockings	5 pairs
Trousers	5
Long sleeve shirt	5
Short sleeve shirt	5
Neckties	1
Bayley Hat	1 (Commissioned only)
Cap	1 summer, 1 winter (Commissioned and Guards only)
All season Jacket	1 (Commissioned and Guards only)
Raincoat	1 (Commissioned and Guards only)
Name tags	2 (Commissioned only)
Holster, ammunition pouches, approved duty and under belt	1 (Commissioned only)
Pants belt	1 (Guards, Public Safety Telecommunicators)
Boots	1 Pair (Commissioned only)
Gloves (cut and puncture Resistant with a bio-shield)	1 Pair (Commissioned only)
Radio Case	1 (Commissioned and Guards only)
Flashlight	1 (Commissioned and Guards only)

Upon completion of six (6) months' employment, they shall receive a pro-rata share of the uniform allowance available under Section 25.1(b) and, thereafter, a uniform allowance as set forth in Section 25.1(b).

The following items shall be issued to new employees within the appropriate classification, but are the property of the University. These items shall be returned when the employee separates from the Department.

- Department patches
- Department badges, including hat shield
- Baton and holder
- Body armor
- Handcuffs and case (effective with new employees year 2000)
- Collar brass and tie tack
- University and Departmental identification cards
- Stinger Flashlight (Commissioned and Guards only)
- MOPETC commission card
- Radio Case

Every (5) years or in accordance with the manufacturer instructions on vest longevity, whichever is longer, the Department shall replace the officers' vests.

Employees utilized in a Specialized Assignment or plain-clothes capacity shall be entitled to the use of their regular annual voucher to purchase civilian professional attire subject to the approval of the Department.

**Section 25.3** The University reserves the right to make a change in uniform style and color. If the uniform is changed, the University will issue a new uniform or parts of the uniform for those parts that have been changed according to the schedule in Section 25.2.

**Section 25.4** The University reserves the right to request uniform inspection. Officers not meeting published department uniform standards shall be subject to disciplinary action.

**Section 25.5** Employees shall be entitled to use up to the full allotment of their annual uniform voucher to purchase a firearm under the following conditions:

- (1) The University changes the authorized capacity of the duty weapon or,
- (2) An employee selected to a specialized unit opts for a different duty weapon subject to department approval.
- (3) The employee's duty weapon is a minimum of five (5) years old or has been severely damaged and is no longer safely functional.

## **ARTICLE 26 Personnel Files**

**Section 26.1** An employee with the commencement of this agreement, shall be given a copy of any and all material, except routine payroll and biographical changes, which shall be placed in his/her personnel file. Copies of any materials of a disciplinary nature or any commendations, shall be provided to the Union president. Each employee shall have the right to examine the contents of his/her departmental personnel file at any time. An employee shall make an appointment with the Chief of Police or designee to review his/her file. The Chief of Police or designee shall be present when the employee examines his or her file, and the employee may be accompanied by a Union official if the employee so desires. Employees shall be allowed to make notes of any material that they wish, and shall upon request be provided a copy of any material contained in the file. Employees who respond in writing to materials which they believe to be biased or inaccurate will have such written response included in their personnel file.

**Section 26.2** No material in an employee's file which is more than eighteen (18) months old shall be used to initiate any disciplinary action.

## **ARTICLE 27 Emergency Provision**

**Section 27.1** The University and the Union agree that in case of a declared emergency by governmental or senior university executives, such as flood, fire, epidemic, riot or other unforeseen major contingency, the terms of this Agreement shall not restrict the actions taken by the

University in situations deemed necessary to preserve the health, welfare and safety of the University Community.

**ARTICLE 28**  
**Affirmative Action/Non-Discrimination**

**Section 28.1** The University and the Union agree not to discriminate against any employee with respect to his or her hiring, compensation, or any term or condition of employment in violation of state or federal regulation. The parties agree to support the University's Affirmative Action Plan, as well as the University's commitment to all other regulatory agencies. Any use of gendered nouns or pronouns in this Agreement is not intended to describe a specific employee or group of employees, but is intended to refer to all employees without regard to sex or sexual orientation.

**ARTICLE 29**  
**Savings Clause**

**Section 29.1** Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. The remainder of this Agreement shall remain in full force and effect for the entire term of this Agreement. In the event any Article, Section, or portion of this Agreement is held to be unlawful and unenforceable by any court of competent jurisdiction, the parties shall meet to seek a mutually satisfactory replacement only for the Article, Section or portion held to be unlawful.

**ARTICLE 30**  
**General Provisions**

**Section 30.1** Employment of casual labor: The University may employ casual labor, including student security aides, provided such employment does not cause the layoff, discharge, or continue the layoff of any regular employees in the Union. Student security aides will not

normally work more than twenty (20) hours per week while enrolled and attending class as a full-time student.

**Section 30.2** Subcontracting: The University will not contract out work normally performed by members of the Union unless the employees covered by this Agreement are scheduled for a standard workweek.

**Section 30.3** Bargaining Unit Work: Supervisors shall not do work normally performed by Union employees, except for purposes of instruction and training, when police work must be performed and a Bargaining Unit member is not available, during emergencies, and where the normal duties of supervisors overlap the duties of Union employees. Union employees shall not be required to perform non-union work.

**Section 30.4** The University shall provide employees with individual balances of vacation, sick, and personal days two (2) times each calendar year on the second bi-weekly payday in January and July.

### **ARTICLE 31 Labor - Management Committee**

**Section 31.1** It is agreed that the parties will form a joint Committee which shall meet in February, June and September and/or when mutually agreed upon during normal business hours at a time mutually agreed upon to further understanding and cooperation, with the express purpose of improving the daily work environment. This Labor - Management Committee shall be a permanent committee. The University shall be represented by the Chief of Police and/or his or her designee(s). The Union shall be represented by their Executive Board.

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

It is understood that appeals, grievances, or problems of individual employees shall not be subject to discussion at these meetings. Further, the meetings shall not be for any other purposes which will modify, add to, or detract from the provisions of this Agreement. Other meetings of the committee may be scheduled as the need arises, upon the request of either party at times mutually agreed upon.

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

**Section 31.2** The parties expressly agree that the health and wellness of its police force and auxiliaries is paramount. To that end, the parties agree to form a joint committee consisting of police leadership, unit representation and representatives from the Office of Benefits that will recommend practices, policies and procedures to ensure a wellness environment. This committee will recommend a program of regular fitness testing to ensure that officers and, if appropriate, other bargaining unit members are able to perform their duties in a safe manner; and address any other related issues that serve to ensure the wellness of bargaining unit employees. This committee shall have its first meeting no later than 9/1/16 and shall meet regularly to discuss these issues. After the party makes its initial recommendations, it shall reconvene at least once in each year of this contract to discuss the ongoing implementation of any recommendations as well as any other issues regarding wellness and fitness.

**ARTICLE 32**  
**Drug Testing**

**Section 32.1** The Union recognizes the University's right to implement a drug testing policy. The policy shall be implemented on the basis of random and reasonable suspicion. Reasonable suspicion shall be defined as the observation of a Police Officer, or other bargaining unit employee, in specific instances, who was or is incapable of performing his or her required duties, and said individual Officer or bargaining unit employee has exhibited unusual work performance measures and/or behavioral traits.

Any samples taken from bargaining unit members for drug testing shall be split and sent to two (2) laboratories, one of which shall be designated in advance by the Union, subject to the advance approval by the University. The Union shall bear any and all costs associated with the testing of the sample sent to the Union's designated laboratory. In the event that the Union fails to designate a laboratory in writing sufficiently in advance of any situation justifying testing to permit the University to give due consideration of and approval to the laboratory, the University shall be entitled to do testing without a split sample.

**ARTICLE 33**  
**Entire Agreement**

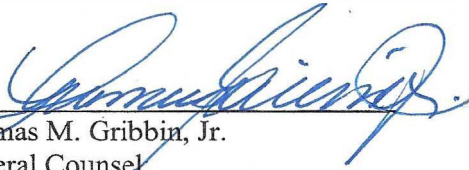
**Section 33.1** The parties agree and intend that this written Agreement sets forth the wages, rates of pay, hours of work and other working conditions of the employees covered which are to govern during the term of this Agreement. Obligations not expressly provided for in this Agreement need not be assumed by either party, and no other terms or conditions shall be added to or subtracted from this Agreement during its term by arbitration or otherwise except by mutual written agreement by duly authorized agents or officers of the parties.

**ARTICLE 34**  
**Term of Contract**

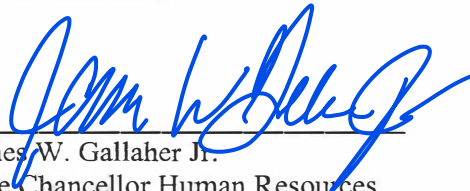
**Section 34.1** This Agreement shall be effective as of July 1, 2023 and shall remain in full force and effect until June 30, 2028. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than fifteen (15) days thereafter.


In Witness Whereof, the parties hereto have set their hands this \_\_\_\_ day of \_\_\_\_\_, 2023.


For the Union:

By:   
Thomas M. Gribbin, Jr.  
General Counsel

For the University:

By:   
James W. Gallaher Jr.  
Vice Chancellor Human Resources

By:   
Jason Bush  
President  
University of Pittsburgh Police Association

By:   
Corey Rodgers  
Vice President  
University of Pittsburgh Police Association