

AGREEMENT

Between

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

And

**BUILDING AND CONSTRUCTION TRADES COUNCIL
OF PITTSBURGH AND VICINITY**

July 1, 2024 - June 30, 2028

TABLE OF CONTENTS

Article 1 Preamble	1
Article 2 Scope of Bargaining Unit	2
Article 3 Union Security	3
Article 4 Payroll Periods and Timekeeping	5
Article 5 Workweek and Hours of Work	6
Article 6 Overtime	7
Article 7 Grievance Procedure	9
Article 8 No Strike - No Lockout	12
Article 9 Management Rights	13
Article 10 Meet and Discuss	14
Article 11 Seniority	15
Article 12 Wage Rates	17
Article 13 Vacation	19
Article 14 Holidays and Personal Days	21
Article 15 Funeral Leave	24
Article 16 Jury Duty Leave	25
Article 17 Safety and Health	26
Article 18 Equal Opportunity	27
Article 19 Savings Clause	28
Article 20 Subcontracting	29
Article 21 General Conditions	30
Article 22 Entire Agreement	32
Article 23 Labor Management Committee	33

Article 24 Drug-Free Workplace	35
Article 25 Employee Assistance Program	36
Article 26 Family and Medical Leave Act.....	38
Article 27 Definitions	39
Article 28 Educational Benefits	41
Article 29 Uniforms	42
Article 30 Sick Days	43
Article 31 Long Term Care.....	45
Article 32 Term of Contract.....	46
APPENDIX A <u>Wage Rates</u>	47
APPENDIX B <u>Buildings Maintained by Facilities Management</u>	48
APPENDIX C University Benefits	50
APPENDIX D <u>Retirement Benefits (Carpenter and Sheet Metal Shops)</u>	53
APPENDIX E <u>Short-Term Disability Benefits</u>	54
APPENDIX F <u>Painters' Differential</u>	55
APPENDIX G <u>Certifications</u>	56

ARTICLE 1

Preamble

Section 1.1 Pursuant to the Pennsylvania Public Employee Relations Act, Act No. 195, July 23, 1970, this Agreement is entered into this first day of July, 2020, between the UNIVERSITY OF PITTSBURGH OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION, Pittsburgh, Pennsylvania, (hereinafter referred to as the “University”) and BUILDING AND CONSTRUCTION TRADES COUNCIL OF PITTSBURGH AND VICINITY, Unions affiliated with the Pittsburgh Regional Building & Construction Trades Council, (hereinafter referred to as the “Union”) in consideration of the mutual promises as herein set forth and in the mutual interest and desire to promote harmonious relations between the University and the Union, the establishment of a prompt and equitable procedure for the resolution of grievances and to obtain maximum workplace productivity, it is agreed as follows:

ARTICLE 2

Scope of Bargaining Unit

Section 2.1 The University recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for University employee members of the signatory craft unions in the unit certified by the Pennsylvania Labor Relations Board at Case No. PERA-R-2429W.

ARTICLE 3

Union Security

Section 3.1 Each employee, who, on the effective date of this Agreement, is a member of the Union, and each employee, who becomes a member after that date, shall, as a condition of continuing employment, maintain his/her membership in the Union for the duration of this Agreement, in accordance with the provisions of Act 195 of 1970.

Section 3.2 Any employee who fails to retain his membership as required by Act 195 shall be subject to discharge by the University after the University has received written notification from the Union, addressed to the employee, giving such employee thirty (30) days in which to reinstate his membership.

Section 3.3 The University agrees to deduct the Union's monthly membership dues and assessments from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the University by the Union, and the aggregate deductions of all 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. This authorization shall be irrevocable during the terms of this Agreement in accordance with Act 195.

Section 3.4 The Union agrees to hold the University harmless and to defend said University against any and all claims, suits, orders or judgments brought or issued against the University as a result of any action taken or not taken by the University under the provisions of Article 3 of this Agreement.

Section 3.5 Any Union Business Representative or other Union official when arriving on University property to conduct any Union business shall notify the Senior Manager of Building

Trades or his or her designee. Such notice shall be given prior to conducting such business at the University.

Section 3.6 A Shop Steward shall notify the Shop Foreperson and/or Senior Manager of Building Trades when they are conducting Union business which is unscheduled.

ARTICLE 4

Payroll Periods and Timekeeping

Section 4.1 Wages of employees shall be paid bi-weekly via mandatory direct deposit.

Wages are to be paid only for time chargeable to authorized work assignments. Each employee is responsible for recording his/her own time on a job-by-job basis, which will be submitted to his/her craft Foreperson for verification. There shall be neither time off with pay nor time off without pay to allow employees to cash paychecks. Employees shall be paid bi-weekly, on a day designated by the University.

ARTICLE 5

Workweek and Hours of Work

Section 5.1 The regular work week for full-time employees shall consist of five (5) consecutive days Monday through Friday, in a week of seven (7) days.

Section 5.2 The regular work day shall consist of eight (8) hours, excluding unpaid meal periods. The daylight shift will be 7:00 a.m. to 3:30p.m. for all Trades including a one-half ($\frac{1}{2}$) hour unpaid lunch, normally taken between noon and 12:30 p.m. There shall be one (1) fifteen (15) minute paid rest period per day at mid-morning, taken at the site where work is performed, when possible.

Section 5.3 With five (5) days prior written notice to the appropriate Union foreman, employees may be scheduled to begin a shift at a different time, in order to accommodate the needs of the University.

Section 5.4 For an eight (8) hour shift which begins after 3:00 p.m., there shall be sixty cents (\$.60) per hour added to the employee's regular hourly pay. For an eight (8) hour shift which begins on or after 11:00 p.m., there shall be eighty-five cents (\$.85) per hour added to the employee's regular hourly pay. Such assignments will be made for not less than five (5) days. The employee shall work his or her regularly scheduled days. Assignment to such jobs shall be made by each affected Shop on the same basis as the current practice for the assignment of overtime.

Section 5.5 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 job.

ARTICLE 6

Overtime

Overtime will be paid as follows:

Section 6.1 One and one-half ($1\frac{1}{2}$) times the regular rate shall be paid for all hours worked in excess of eight (8) hours in a day or forty (40) hours per week, Monday through Friday. One and one-half ($1\frac{1}{2}$) times the employees' regular hourly rate shall be paid for all hours worked on Saturday.

Section 6.2 Two (2) times the hourly rate shall be paid for all hours worked on Sunday.

Section 6.3 (a) Employees called from their homes to work shall be guaranteed pay of four (4) hours on such assignment at the overtime rate of pay. This shall not be construed as a guarantee of the amount of overtime pay when called out before or retained after the scheduled work day, provided the regular and overtime hours are continuous.

(b) Foremen or subforemen performing dispatch duties outside of scheduled work hours shall receive the greater of actual time worked or one-half ($1/2$) hour's pay at the applicable rate for time spent performing such duties.

Section 6.4 Neither overtime nor any other type of premium pay shall be pyramided.

Section 6.5 If overtime is to be offered, it shall first be offered to the employee(s) working in the building(s) in which the work is to be done. If the overtime opportunity is not filled on that basis, it shall be offered in accordance with a seniority list for each Trade; however, management retains the sole right to determine the employees eligible for the given assignment based on qualifications when deemed necessary by management based on the work to be performed. The opportunity shall be offered to the next eligible employee on the seniority list after the employee who most recently accepted an overtime opportunity, progressing through the list until the opportunity has been filled or all eligible employees have been offered the opportunity

(an employee who declines an opportunity shall not be offered another opportunity until his/her name is again reached in rotation order). The overtime opportunity rotation shall be administered by the Foreman of the respective Trade. In the event of an error in the administration of overtime opportunities, the error shall be rectified at the next available opportunity, and there shall be no economic payment or penalty imposed upon the University. In the event that no employee in a Trade Shop accepts an overtime assignment or there is an insufficient number of employees in a Shop to staff an overtime assignment, a sufficient number of employees shall be required to staff the assignment, beginning with the most junior employee(s).

Section 6.6 For the purpose of computing overtime, Personal Holidays, Vacation Days, and Holidays as specified in Article 13, Section 13.1 and Article 14, Section 14.1 and Section 14.2, are considered time worked.

Section 6.7 Employees are permitted one instance per year of using an unscheduled vacation/sick/personal day after voluntary weekend overtime. This provision will not apply to overtime that is mandated by the University or if the employee works after 12 midnight before a scheduled morning shift.

ARTICLE 7

Grievance Procedure

Section 7.1 The purpose of this Article is to provide an orderly process for the expeditious settlement of a dispute between the parties over the interpretation, application, or alleged violation of the express provisions of this Agreement. Any matter not specifically covered under the provisions of the Agreement, as well as any 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.

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

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.

Section 7.2

LEVEL 1: At this informal level, the employee and/or Shop Steward shall discuss the problem or situation which gave rise to the grievance with the Senior Manager of Building Trades. A Shop Steward shall notify the Shop Foreperson and/or Senior Manager of Building Trades when they are conducting Union business which is unscheduled (Section 3.6). This discussion shall be held within five (5) work days from the occurrence of the problem or situation giving rise to the grievance. Should the Senior Manager of Building Trades be unavailable, the next level of supervision shall stand in. The parties have three (3) work days to resolve the matter.

Any solution reached shall be reduced to writing. Copies of the agreed upon solution shall be provided to the Senior Manager of Building Trades, Manager of Labor Relations, applicable Trade Business Representative, and the Building Trades Council Representative.

Section 7.3

LEVEL 2: If the grievant is not satisfied with the informal Level 1 discussion, or if no conclusion is reached during the three (3) work day period, the grievant shall reduce the alleged grievance to writing, within five (5) work days following the time limits specified in the informal level.

The grievance shall be submitted to the Assistant Vice Chancellor, Facilities Operations on a form agreed upon between the University and the Building Trades Council. Copies shall be directed by the Shop Steward to all parties specified on the Distribution List on the Grievance Form. Within ten (10) work days following the receipt of the alleged grievance at Level 2, the parties shall meet and discuss all relevant facts and circumstances. The meeting shall include at least one management representative from Facilities Management, the Manager of Labor Relations or his or her designee, the grievant and/or Shop Steward, and the applicable Business Representative. Within five (5) work days following the conclusion of the Level 2 meeting, the Manager of Labor Relations or his or her designee shall respond to the grievance in writing to the applicable Business Representative and Council Representative. Should the Council wish to appeal the matter to arbitration, the University shall be so notified within five (5) work days following receipt of the University's Level 2 response.

The Council Representative shall prepare a Federal Mediation and Conciliation Service Form, requesting a panel of arbitrators, who are to be members of the National Academy of Arbitrators, and submit the Form to the Manager of Labor Relations. The Form shall be

countersigned by the Manager of Labor Relations, or his or her designee. The Manager of Labor Relations, or his or her designee, shall distribute the copies of the Form as specified in the instructions on the Form.

As soon as possible after receipt of the Panel, unless the parties can mutually agree on an arbitrator named on the Panel, the parties shall select an arbitrator by alternatively striking a name from the list until one name remains. The loser of a coin toss shall strike the first name.

Section 7.4

LEVEL 3: Expenses incident to the services of the Arbitrator shall be paid jointly by the University and the applicable Trade, one half ($\frac{1}{2}$) each. The Arbitration shall be held at a location mutually agreed upon between the parties.

The Arbitrator shall be authorized only to interpret the express terms and conditions of this Agreement and its Articles and shall not modify, alter, enlarge, delete, or change the express terms, provisions, or Articles of this Agreement.

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

Section 7.5 All employees attending conferences, meetings and/or hearings involving this grievance procedure will do so on their own time.

Section 7.6 Nothing herein shall restrict the rights of any person which are provided in Section 606 of Act 195, effective October 23, 1970.

Section 7.7 Nothing in this Article shall change the present practice of allowing an employee to attempt to informally resolve a problem in a brief conference with the Senior Manager of Building Trades during working hours.

ARTICLE 8

No Strike - No Lockout

Section 8.1 The Union agrees that it will not collectively, concertedly or individually engage in or participate, directly or indirectly, in any strike, slowdown, stoppage, picketing or any other interference with or interruption of the work or operation of the University during the period of this Agreement.

Section 8.2 No officer or representative of the Union shall authorize, instigate, aid or condone any strikes, and no employee shall participate in any strike.

Section 8.3 The University agrees that it will not lockout any of the employees in the bargaining unit during the period of this Agreement.

Section 8.4 In the event that an unauthorized job action as prohibited in the Article should occur, the Union agrees to publicly disavow such action, and use its best and good faith effort to restore the situation to normal.

ARTICLE 9

Management Rights

Section 9.1 Except as limited by the express provisions of this Agreement, the Union recognizes the exclusive right of the University to assign, schedule, and direct its work force; to manage and conduct its business and operations in a safe, efficient and cost effective manner; to select, hire, promote, discipline, suspend, dismiss or return an employee; to establish reasonable work rules and standards; and to determine the size of its work force to include layoffs or the creation of new jobs. The University agrees that in all cases it shall exercise its rights in good faith and for valid business reasons; and that no effort to discipline, suspend, or dismiss an employee will be made without just cause.

Section 9.2 This Agreement is subject in all respects to the laws of the Commonwealth of Pennsylvania with respect to the powers, rights, duties, and obligations of the University, the Union and employees in the bargaining unit. The University reserves all rights and powers conferred upon it by the Constitution and Laws of the Commonwealth of Pennsylvania and of the United States, except as limited by this Agreement.

ARTICLE 10

Meet and Discuss

Section 10.1 Pursuant to The Public Employee Relations Act (Act 195), Article VII, Section 702, Building Trades representatives may meet with University representatives to discuss problems dealing with the implementation of the Agreement and other labor-management problems that may arise. Proper subject matter for these meetings may include, but will not be limited to, jurisdictional matters and work assignments. It is understood and agreed that grievances will be resolved through the grievance procedure and will not be taken up at meetings and discussed at meetings. All employees attending meetings and discussion sessions will do so on their own time.

ARTICLE 11

Seniority

Section 11.1 The seniority date of each employee shall be his original date of hire, except as modified in Section 11.4 below. In the event of a reduction in force among employees considered, by the Senior Manager of Building Trades, equal in matters of skill, competency, attitude and reliability, seniority shall prevail. Recall from lay-off shall be in the inverse order to the order in which employees are laid off.

Section 11.2 Any employee referred to the University by the Union shall be returned to the Union if his/her work proves to be unsatisfactory to the University.

Section 11.3 Nothing in this Article shall require the University to violate its legal obligation with respect to equal employment opportunity as provided for in the University's contracts with the U.S. Department of Labor or any other governmental agency or to prevent the University from complying with any agreement, determination, decision, decree, or order of any governmental agency.

Section 11.4 An employee's seniority and employment shall be broken and (s)he shall lose all seniority rights as an employee if:

- a. (S)he quits.
- b. (S)he is discharged for cause.
- c. (S)he is laid off for a period of twenty-four (24) consecutive months, to include the month in which the lay-off becomes effective [see 11.4 (d) below].
- d. (S)he is absent from work for any reason, other than a layoff or an injury or illness for which the employee is receiving compensation under Pennsylvania Workers' Compensation statutes, for a period of eighteen (18) consecutive months.
- e. (S)he is absent without notice to the University for three (3) consecutive days.

- f. (S)he fails to return from notice of recall from layoff for five (5) consecutive days, without proper notification to the University.
- g. (S)he is hired on or after the execution date of this Agreement, and is absent from work for any reason for twelve (12) consecutive months, to include the month in which the absence begins, for other than a layoff or an illness or injury for which the employee is receiving compensation under the Pennsylvania Workers' Compensation statutes.

In the event that items e. or f. should apply, the University agrees to provide written notice to the employee and the appropriate Business Representative of separation of service. All written notices shall be made by both regular and Return Receipt Mail.

ARTICLE 12

Wage Rates

Section 12.1 Regular employees shall receive the wage rates set forth in Appendix A.

Section 12.2 Temporary employees on the University payroll shall receive the wage rate set forth in Appendix A for their craft. Fringe benefit contributions for temporary employees shall be at the fringe benefit rate for that Trade as exists between the Building and Construction Trades Council and the Contractors Association and shall be diverted from employee wages to the designated fringe-benefit administrator. Temporary employees shall not be entitled to vacation accrual, or any other benefit contained in this Agreement. In the event that a paid holiday falls in the week that a temporary employee is utilized, (s)he shall be paid for said holiday.

Section 12.3 Apprentices shall receive the appropriate percentage of the journeyperson rate as agreed upon between the University and the applicable Trade. Apprentices shall be assigned duties as agreed upon between the University and the applicable Trade. Apprentices shall be under the supervision of the Shop Foreperson.

Section 12.4 Forepersons shall receive a differential wage rate as set forth in Appendix A. A journeyperson temporarily assigned to replace a Foreperson or Subforeperson shall receive the applicable differential wage rate for all hours worked in that capacity. Forepersons shall be entitled to all of the benefits of the Agreement and subject to all of its obligations. The University shall designate a Subforeperson, who shall be paid a wage differential as set forth in Appendix A. The Subforeperson shall not be replaced for daily absences, but in the event of turnover or extended illness, the University shall designate another Subforeperson. In a Shop with five (5) or fewer employees, the University shall not be required to appoint a Subforeperson. The University agrees to appoint a Foreperson in the absence of the regular Foreperson in Shops of five or fewer employees.

Section 12.5 In recognition of the special supervisory responsibilities of the Foreperson, the University has agreed to the differential wage rate as set forth in Section 12.4 of this Article. In recognition of special relationships which must exist between the University and the Forepersons in their supervisory role, the Union agrees that should any Foreperson be unsatisfactory to the University in his/her supervisory role, said Foreperson shall be removed from his/her Foreperson status and returned to journeyperson status in the bargaining unit at the discretion of the University without regard to any other provision of this agreement. The University shall engage a selection process consistent with its workforce acquisition policies and its Affirmative Action obligations. The University shall first consider candidates from the Local union for the applicable Trade, but in all cases shall appoint an individual who is a member in good standing of, and a journeyperson in, the applicable Trade.

Section 12.6 The University shall contribute to certain non-health-and-welfare fringe benefit programs for the Carpenters and Sheet Metal Workers at the level set by each of the respective crafts. University contributions to fringe benefit programs shall be diverted from employee wages to the designated fringe-benefit administrator. Such contributions shall be on an hourly basis and shall be paid for all hours actually worked and not for hours paid, except for vacation and holidays. The craft must provide no less than 60 days advance notification to the University of any change in the amount of money to be diverted from the employees' wages to a particular fringe-benefit fund administrator or to any change of administrator. The University will not be obligated to pay any back payments if advance notification is not provided.

Section 12.7 The University shall pay the annual fee for each plumber's license and shall continue to pay for other licenses which it currently pays.

ARTICLE 13

Vacation

Section 13.1 Employees who have completed one (1) year of service, but less than five (5) years of service, shall be eligible for ten (10) vacation days. Employees shall take their vacation entitlement from between the first day following their anniversary date and the last day prior to the next anniversary date. Employees may request to carryover up to but not more than ten (10) vacation days from one anniversary year to the next. Such requests shall not unreasonably be denied.

Employees who have completed five (5) years of service, but less than ten (10) years of service, shall be eligible for fifteen (15) vacation days, on the same anniversary year basis as above.

Employees who have completed ten (10) years of service, but less than twenty (20) years of service shall be eligible for twenty (20) vacation days, on the same anniversary year basis as above.

Employees who have completed twenty (20) or more years of service shall be eligible for twenty-five (25) vacation days, on the same anniversary year basis as above.

- (a) Temporary employees are not entitled to vacation benefits.
- (b) Employees who have completed one (1) year of service but less than five (5) years of service may schedule up to five (5) vacation days in less than five (5) day increments. Employees who have completed more than five (5) years of service may use up to ten (10) vacation days in less than five (5) day increments, and may use five (5) such days with limited notice, to the extent reasonable and necessary on behalf of the employee. For purposes of this section, "limited notice" shall mean a minimum of one (1) calendar day notice except in extenuating emergency circumstances, which shall be

subject to review and approval by the Senior Manager of Building Trades on a case-by-case basis. Vacation days in less than five (5) day increments shall be scheduled on the same basis as a Personal Holiday as specified in Article 14, Section 14.5. Requests for use of vacation days in less than five (5) day increments, with less than seven (7) calendar days notice, shall be reviewed by the Shop Foreperson and the Senior Manager of Building Trades. Such requests shall not be unreasonably denied. The balance of the vacation entitlement must be scheduled in at least five (5) consecutive day increments.

- (c) A vacation preference form shall be distributed by the University each December first. Employees shall express their vacation preferences on the basis of seniority within each Shop. The approved vacation preferences shall be posted each January first. Any changes in the vacation selection process shall be discussed with the Union.
- (d) The University shall determine the number of employees who can use vacation entitlements at any given time, based upon workload. Vacation shall be available fifty-two (52) weeks per year. Credit will not be given for partial months of service after the 15th of a given month at the time of hire, or return from any leave of absence, to include, but not be limited to Workers' Compensation, Short-Term Disability, and Family and Medical Leave.

Section 13.2 Employees who retire from the University shall receive a pro-rata share of vacation for those months worked during his or her anniversary year. Employees who separate

from University service, except as specified in Section 13.2 (a) below, shall receive the balance of unused vacation for their current anniversary year only. There shall be no accruals.

- (a) Employees shall not accrue vacation while receiving Workers' Compensation benefits. Employees shall be entitled to any unused vacation upon return from an absence due to an injury or illness for which Workers' Compensation benefits are paid. In the alternate, an employee absent due to an injury or illness for which Workers' Compensation benefits have been claimed may request vacation pay if the absence is longer than thirty (30) days. Employees who are not actively at work on their anniversary date shall be entitled to a pro-rata share of vacation for the balance of their vacation year upon return from an absence during which Workers' Compensation benefits were received [annual entitlement divided by twelve (12), times the number of months left in the vacation year]. Employees returning from any leave of absence shall be entitled to a pro-rata share of vacation for that month only if they return on or before the 15th of the month.

Section 13.3 Vacation days must be taken in no less than one-half (1/2) day increments.

The University shall schedule vacations, and shall consider University needs, seniority and employee preference, in the above order, when scheduled. A paid vacation day is calculated as the regular hourly rate times eight (8) hours. No vacation time may be used without University approval. Employees will be given a record of vacation days used, either on their paycheck stub or in some other form on a quarterly basis.

ARTICLE 14

Holidays and Personal Days

Section 14.1 The following holidays shall be recognized for all regular full-time employees:

New Years Day

Spring Holiday

Memorial Day

Juneteenth

Fourth of July

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve Day

Christmas Day

Holidays are subject to change based on the University's academic calendar. Any changes shall be posted at least ten business days in advance of the affected holiday.

Section 14.2 In addition to the scheduled holidays, the employee will be entitled to four (4) Personal Days.

Section 14.3 Holiday pay, at the employee's regular hourly rate multiplied by eight (8) hours, shall be paid to all employees for each of the holidays specified in Section 14.1 above, whether such holiday is worked or not. 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 14.4 If a holiday falls within an employee's vacation period, (s)he shall receive the holiday pay.

Section 14.5 Personal Days shall be scheduled seven (7) calendar days in advance, on the same basis as vacation days described in Article 13, Section 13.3. Requests for Personal Days with less than seven (7) calendar days notice shall be reviewed by the Shop Foreperson and Manager of Trades. Such requests shall not be unreasonably denied.

ARTICLE 15

Funeral Leave

Section 15.1 Employees are eligible for a paid leave of five working days in the event of a miscarriage or stillborn birth, or the death of a spouse, registered domestic partner (see Policy 07-06-08), child, stepchild, son-in-law, daughter-in-law, parent, stepparent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, or parent of registered domestic partner. Bereavement leave associated with funeral services must be taken within seven calendar days of the death. Any remaining part of bereavement leave necessary to settle family issues associated with the death may be taken at a later time. Employees are eligible for one day of paid leave to attend the funeral of an aunt, uncle, niece, nephew, cousin, brother-in-law or sister-in-law, or sister or brother of a registered domestic partner.

Section 15.2 A full-time employee shall receive pay at his/her applicable regular hourly rate for any such excused work days.

Section 15.3 The employee shall, upon request, furnish valid proof of death and relationship.

ARTICLE 16

Jury Duty Leave

Section 16.1 An employee who is called for jury service or subpoenaed as a court witness shall be compensated in the same manner as the University's non-represented Staff. Any changes made to this manner of compensation to the University's non-represented Staff shall be applicable on the same basis to members of this collective bargaining agreement.

An employee who must report for jury selection or jury duty, and whose regularly scheduled shift and work day begins on or after 10:00 P.M. the previous day, shall not be required to report to work.

ARTICLE 17

Safety and Health

Section 17.1 The University and the Union shall cooperate to ensure that the employees work in safe and healthy conditions. Should an employee feel that his/her work requires him/her to work in a hazardous, unsafe or unhealthy situation the matter shall be referred to the Senior Manager of Building Trades. If the matter is not adjusted to the employee's satisfaction, a grievance may be processed through the grievance procedure.

Section 17.2 Reasonable effort will be made to notify employees in advance of job assignments where there is known to be a health or safety-related concern. Appropriate equipment or procedures will be utilized. Employees who might realistically be exposed to an infectious disease in the workplace will be permitted to attend appropriate training at a union training center during working hours so long as they provide adequate advance notice and receive approval to attend on the particular date requested. If there is a question of a health or safety-related concern, the employee may elect to request that the Foreperson contact the Environmental Health and Safety Office, whose staff shall determine what, if any, exposure hazard exists; and what, if any, special equipment or procedures are recommended.

ARTICLE 18

Equal Opportunity

Section 18.1 The University and the Union agree not to discriminate against any individual with respect to his/her hiring, compensation, or any term or condition of employment in violation of any local, state, or federal statute or regulation. No employee shall be classified or treated so that employment opportunities are limited. The use of gendered nouns or pronouns in this Agreement is not intended to describe a specific employee or group of employees, but is intended to refer to all employees without regard to sex.

Section 18.2 The parties agree to support the University's Affirmative Action Plan, as well as the University's commitment to all other regulatory agencies.

ARTICLE 19

Savings Clause

Section 19.1 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 parties shall meet to seek a mutually satisfactory replacement only for the Article, Section, or portion held to be unlawful. Any agreed upon replacement language shall be reduced to writing. The remainder of this Agreement shall remain in full force and effect for the entire term of this Agreement.

ARTICLE 20

Subcontracting

Section 20.1 The University may contract out work on the basis of its determination that work should be performed by an outside contractor, provided that, construction or renovation work on or in the buildings listed in Appendix B hereto shall be contracted out to contractors whose employees are represented, for purposes of collective bargaining, by Unions affiliated with the Pittsburgh Regional Building & Construction Trades Council Building Trades Union. It is recognized that during the term of this Agreement that the Operations and Maintenance Section of the Facilities Management Division of the University may be given the maintenance responsibility for a University building or buildings which are used for teaching, research, or for the administrative support of University academic or business functions, but which is/are not on the list in Appendix B of this Agreement. Should such a case arise, assignment of maintenance jobs shall be made on the same basis as for other University buildings currently specified in Appendix B. It is understood that the University may contract with outside manufacturers to furnish products installed by the manufacturers, with manufacturers' warranty, on a turnkey basis without violating this provision.

ARTICLE 21

General Conditions

Section 21.1 If, during the term of this Agreement, the State Legislature enacts legislation which permits some type of Union security other than maintenance of membership, the parties shall meet within thirty (30) days after the effective date of such legislation to negotiate a replacement for Sections 3.1, 3.2, and 3.3 as contained herein.

Section 21.2 The University agrees to provide safe overnight storage for tools and other equipment. The University will be responsible for the full cost of an employee's tools and clothing lost because of fire, flood, or theft. In cases of theft, there must be some sign of forced entry to the secured area.

Section 21.3 The University shall not require employees to furnish, rent, or lease any power operated tools, machinery, equipment, trucks or cars to the University to be used on work performed by the employees.

Section 21.4 The University agrees that if it is necessary to temporarily reduce either the normal work force or the normal work week because of an energy crisis, the Union will be notified in advance and will meet with the University to decide how such changes will be implemented.

Section 21.5 Employees shall receive their normal work directions from their Foreperson or in writing from other authorized Facilities Management personnel. Such Facilities Management personnel shall also inform the Foreperson of such order.

Section 21.6 The Union shall have the privilege of using the designated bulletin boards within the Shops for the purpose of informing employees of Union meetings, functions, affairs and elections.

Section 21.7 All overtime pay will be paid on the normal payday for the period in which it was earned. If, however, it has not been paid at that time or on the following payday, the

University will pay an additional two (2) hours pay for, up to a maximum of ten (10) additional hours, for every working day until it is received. If the Union believes that any earned overtime pay has remained unpaid after the payday following the period in which it was earned, the Union may provide written notice to the Manager, Labor Relations, who shall schedule a meeting with the Union and appropriate manager(s) from Facilities Management to review the matter within ten (10) business days after receipt of the Union's written notice.

Section 21.8 Bargaining unit employees shall be eligible to participate in the Greater Pittsburgh Federal Credit Union, subject to its terms, conditions, and restrictions, including any ability to arrange for payroll deductions.

ARTICLE 22

Entire Agreement

Section 22.1 The parties agree and intend that this written Agreement sets forth all of 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, and that obligations not expressly provided for in this Agreement cannot 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, unless expressly agreed to by the parties in writing.

ARTICLE 23

Labor Management Committee

Section 23.1 It is agreed that the parties shall form a joint Committee which shall meet once in a twelve (12) month period. The Committee shall meet during normal business hours at a time mutually agreed upon by the parties.

Section 23.2 The Labor Management Committee shall be a permanent Committee. The University shall be represented by the Associate Vice Chancellor for Facilities Management, or his/her designee. The Union shall designate to the Committee a Building Trades Council representative, the appropriate Business Representative for each Shop, and one (1) employee from each of the seven (7) Shops as designated by the applicable Business Representative.

Section 23.3 The purpose of the Committee will be to further understanding and cooperation between the parties, with the express purpose of improving the daily work environment. It shall be the function of the 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.

Section 23.4 It is understood that the grievances 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, or detract from the provisions of this Agreement. Additional meetings of the Committee may be scheduled as the need arises upon the request of either party at times mutually agreed upon.

Section 23.5 The University and the Union agree to exchange an agenda of topics to be discussed at least five (5) work days in advance of the date set for the meeting. If unusual circumstances or timeliness of events do not allow for inclusion of discussion items on the agenda submitted for the meeting, the University or the Union may present those items at future meetings.

The University or the Union may present off-the-agenda items, which shall be discussed at the meeting by mutual agreement. Off-the-agenda items may also be tabled for inclusion on future agendas, if there are time constraints or other problems which prevent discussion of off-the-agenda items.

ARTICLE 24

Drug-Free Workplace

Section 24.1 The University of Pittsburgh is committed to the maintenance of a drug-free workplace. Under the Drug-Free Workplace Act of 1988, the University established a policy which prohibits the unlawful manufacture, dispensation, possession, distribution and use of controlled substances in the workplace. This policy includes a program for reasonable suspicion and post-accident drug testing. A University employee paid from federally funded grants or contracts must notify the University through his/her supervisor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Violation of this policy will result in disciplinary action within thirty (30) days, including but not limited to, a warning, written reprimand, suspension, dismissal, and/or mandatory participation and successful completion of a drug abuse assistance or rehabilitation program approved by an appropriate health or law enforcement agency.

ARTICLE 25

Employee Assistance Program

Section 25.1 The University has implemented an employee assistance program (EAP) for all regular University employees. The EAP provides comprehensive and confidential services for employees with either personal or work related problems.

Employees are free to call the EAP for a confidential consultation and/or appointment at 647-3EAP (6473327) or toll free at 1-800-647-3EAP (1-800-647-3327). Telephones are answered 24 hours a day. Appointments may be made available before or after work hours at a confidential location in the Oakland area. You must state that you are requesting University EAP services.

Below are examples, but not an inclusive list, of problems addressed by the EAP.

Personal Problems

Problems in marriage	Stress
Family violence	Depression
Financial difficulties	Drug and alcohol problems
Grief and bereavement	Family problems Eldercare
Difficulty in making adjustments	services Parenting issues
Childcare referrals	

Problems at Work

Adjusting to a new job	Impact of reductions or transitions
Career advancement or change	Communication with co-workers
Resolving conflicts with co-workers	Family problems
Improving relationships with supervisors	Increasing job satisfaction

Section 25.2 The University makes certain voluntary benefits available to the bargaining unit on the same basis as they are available for 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. Current programs include:

Group and Home Automobile Insurance
Pet Insurance

Legal Services
Care.com
Accident Insurance
Critical Illness Insurance
Hospital Indemnity Insurance
General Liability Insurance, as applicable

ARTICLE 26

Family and Medical Leave Act

Section 26.1 *University Policy 07-07-02*, Family and Medical Leave Act, shall be applicable to all members of the bargaining unit. Additionally, to the extent that short-term disability benefits are approved by the insurance carrier, such paid leave shall reduce the employee's entitlement to Family and Medical Leave. As long as the employee complies with all the provisions of the policy, including his or her return to work, seniority shall not be broken. Amendments to the policy shall be applicable to the employees in the bargaining unit.

ARTICLE 27

Definitions

Section 27.1 TEMPORARY: Temporary shall be defined as an individual hired for up to a twelve (12) month period of time to supplement the workforce. This assignment may be extended with the mutual agreement of the University, the Union, and the temporary employee.

The temporary may be terminated from employment with or without cause. Such decision is not subject to the Grievance Procedure. (S)he shall not accrue University seniority and shall not be entitled to any right of recall.

The temporary may be considered for a regular University position so long as the primary duties of the regular position are consistent with the individual's assigned duties as a temporary. When a temporary employee is hired into a regular position the individual shall retain the date of hire as a temporary as his or her seniority date as a regular employee for such purposes as determination of recall/layoff and vacation selection/approval. However, there can be no consideration for any entitlement to any University benefit prior to the date of employment as a regular University employee.

Section 27.2 REGULAR: Regular University employee shall be defined as an individual hired with the intent to be on the University payroll so long as funding is available and the employee is not dismissed for cause or poor performance. The Regular University employee shall accrue seniority and shall be entitled to the terms and conditions of employees as specified in this Agreement.

Section 27.3 PROBATIONARY PERIOD: Regular University employees shall complete a six (6) month probationary period of employment during which time the employee must demonstrate the qualifications and suitability for the work to be performed. The probationary

employee may be terminated with or without cause. Such decision is not subject to the Grievance Procedure. If a temporary is hired into a Regular University position, (s)he will then serve a probationary period of six (6) months. Benefit eligibility will be based on the date of hire as a Regular employee.

ARTICLE 28

Educational Benefits

Section 28.1 Educational benefits are the same as those available to the University's non-represented Staff as described in the ER 06 Employee/Spouse/Dependent Scholarships for Staff Policy (formerly *Policy 07-11-01*) and the ER 05 Effect of Separation on Eligibility for Staff Scholarship Benefits Policy (formerly *Policy 07-11-02*). Any and all amendments made to these benefits for the University's non-represented Staff shall be applicable and effective on the exact same basis to members of the bargaining unit.

ARTICLE 29

Uniforms

Section 29.1 Each regular employee shall be required to wear a uniform to be provided by the University. During the first month of the first year of this Agreement, the University shall provide each regular employee with four (4) uniforms (shirts and pants), five (5) T-shirts and one (1) sweatshirt at its sole cost. Each year thereafter the University shall provide each regular employee with three (3) uniforms and one (1) sweatshirt per year at its sole cost or any approved substitute item(s) from the catalogue in lieu of the above mentioned items at equal or less cost. If at any time a component of the uniform is ruined during work, the employee shall be entitled to promptly exchange the ruined component(s) for a new component(s). During the first month of the first year of this contract a foul weather jacket shall be provided by the University to each regular employee. The University and the Union agree that if an employee needs uniforms in lieu of a jacket, or a jacket in lieu of uniforms, substitutions may be made so long as the cost to the University is equal or less.

Section 29.2 Each contract year each employee will be given a boot allowance of \$150 to be used for the purchase of a type of work boots approved by management from an approved vendor. It is understood and agreed that all bargaining unit employees are required to wear approved work boots at all times while on duty. Employees can purchase boots that cost more than \$150 but are responsible for the cost difference. Alternate boot selections must be approved prior to purchase to insure that the footwear meets the safety requirement for each classification.

Section 29.3 All bargaining unit employees shall be required to wear an identification badge to be provided by the University. The badge shall be readily visible at all times during working hours and breaks.

ARTICLE 30

Sick Days

Section 30.1 Regular employees shall be entitled to sick leave pay as set forth below when they are physically unable to work due to illness or injury.

Section 30.2 Effective each July 1, each Regular employee shall be credited with eight (8) sick days.

Section 30.3 Regular employees may accumulate up to a total of one hundred twenty (120) sick days. If an employee takes more than three (3) consecutive sick days, takes three (3) or more sick days occurring on a Friday or Monday (combined), or takes more than eight (8) sick days in any twelve month period that are not covered by an approved short-term disability or workers' compensation claim, upon returning to work the employee must provide a written excuse signed by a physician confirming that the employee was unable to work for medical reasons for each such sick day taken. Employees may take no more than one (1) sick day per calendar year on any day that is immediately before or after a vacation day, holiday or personal day, and if such a sick day is taken the employee must provide a doctor's excuse upon return to work verifying that (s)he was unable to work that day due to illness or injury. New employees hired after July 1 shall be credited with an appropriate pro-rated number of sick days depending on their hire date.

Section 30.4 Sick days shall not be considered time worked for purposes of computing overtime or for any other purpose.

Section 30.5 Sick leave is earned only when an employee is actively at work or while on approved sick leave. Employees on approved unpaid leave of absence, layoff, Workers' Compensation, leave for which the employee is receiving short-term disability 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 30.6 If an employee has reached 60 years of age or above and has a minimum 10 years of service or is at least 55 years of age and has a minimum of 25 years of service at the time of separation from service, he/she will receive a payment based upon the amount of unused sick time accrued. The payment will be equal to (a) accumulated unused sick time multiplied by one-half of the final base pay daily rate, or (b) \$2,500, whichever is less.

ARTICLE 31

Long Term Care

Section 31.1 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.

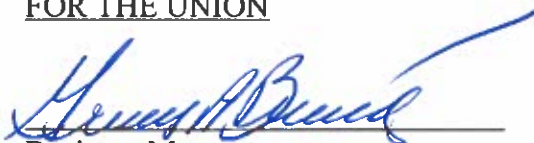
ARTICLE 32

Term of Contract

Section 32.1 This Agreement shall be effective as of July 1, 2024, 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, pursuant to Act 195, that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days thereafter.

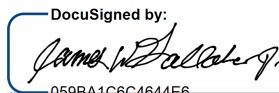
In Witness Whereof, the parties hereto have set their hands:

FOR THE UNION



Business Manager
Pittsburgh Building & Construction
Trades Council

FOR THE UNIVERSITY

DocuSigned by:


James W. Gallaher Jr.
Vice Chancellor



President
Pittsburgh Building & Construction
Trades Council



Secretary/Treasurer
Pittsburgh Building & Construction
Trades Council

APPENDIX A

Wage Rates

Trade Shop	Effective 07/01/2024	Effective 07/01/2025	Effective 07/01/2026	Effective 07/01/2027
Electric	\$42.66	\$43.94	\$45.26	\$46.62
Electric Subforeperson	\$44.83	\$46.17	\$47.56	\$48.98
Electric Foreperson	\$46.98	\$48.39	\$49.84	\$51.33
Paint	\$38.11	\$39.25	\$40.43	\$41.64
Paint Subforeperson	\$40.26	\$41.47	\$42.71	\$44.00
Paint Foreperson	\$42.42	\$43.69	\$45.00	\$46.35
Plumbing	\$41.89	\$43.15	\$44.44	\$45.77
Plumbing Subforeperson	\$44.04	\$45.36	\$46.73	\$48.13
Plumbing Foreperson	\$46.20	\$47.58	\$49.01	\$50.48
Steamfitter	\$44.53	\$45.86	\$47.24	\$48.66
Steamfitters Subforeperson	\$46.68	\$48.08	\$49.52	\$51.01
Steamfitter Foreperson	\$48.83	\$50.30	\$51.81	\$53.36
Carpenter	\$44.23	\$45.56	\$46.92	\$48.33
Carpenter Subforeperson	\$46.38	\$47.77	\$49.21	\$50.68
Carpenter Foreperson	\$48.53	\$49.99	\$51.47	\$53.03
Laborer	\$38.70	\$39.86	\$41.05	\$42.29
Laborer Subforeperson	\$40.85	\$42.08	\$43.34	\$44.64
Laborer Foreperson	\$43.00	\$44.29	\$45.62	\$46.99
Sheet Metal	\$49.02	\$50.49	\$52.00	\$53.56
Sheet Metal Subforeperson	\$51.17	\$52.71	\$54.29	\$55.92
Sheet Metal Foreperson	\$53.33	\$54.93	\$56.58	\$58.28

APPENDIX B
Buildings Maintained by Facilities Management

Allegheny Observatory
Alexander J. Allen Hall
Alumni Hall
Bellefield Hall
Benedum Hall (Engineering) 3700 O'Hara Street
Biotechnology Center, Second Avenue
Bridgeside Point II
BST3
BST Electrical Substation
Cathedral of Learning
Central Utility Building
Chevron Electrical Substation
Chevron Science Building
Clapp Hall
Clapp Hall Electrical Substation
Cost Center
Craig Hall
Craig Hall Parking Garage
Crawford Hall
Eberly Hall (formerly Alumni Hall)
Engineering Hall, 3943 O'Hara Street
Eureka Building
Falk School
Fitzgerald Field House
Frick Fine Arts Building
Gardner Steel Conference Center
Heinz Chapel
Hillman Library
Langley Hall
Law Building
David L. Lawrence Hall
Library & Information Science Building, 135 N. Bellefield Avenue
Life Science Annex
McGowan Center
Mervis Hall
Motor Pool (530 Melwood Ave.)
Music Building, Fifth and Bellefield
O'Hara Student Center
Panther Hall Electrical Substation
Peterson Event Center Chiller Plant (chiller plant only)
Petersen Olympic Sports Complex
Pitt Public Health and Garage
Plum Boro Primate Center
Posvar Hall (formerly Forbes Quadrangle)

Posvar Hall Electrical Substation
Posvar Parking Garage
Public Safety Building
Salk Dental
Salk Hall
Salk Pavilion
Scaife Electrical Substation
Sennott Square
Sennott Square Parking Garage
SIS Parking Garage
Soldiers and Sailors Parking Garage
Sports Dome
S.R.C.C. Building, 4107 O'Hara Street
Stephen Foster Memorial
Strand Building (basement and 1st floor only)
Thackeray Hall
Thaw Hall, O'Hara Street
Thomas Blvd.
Trees Hall
University Child Development Center (at Clyde Street)
Van De Graff Building
Victoria Hall
William Pitt Union
480 Melwood Avenue
718 Devonshire
3343 Forbes Ave.
3512 Fifth Ave.

APPENDIX C

University Benefits

Life Insurance

Life and Accidental Death and Dismemberment Insurance benefits shall be available to employees in the bargaining unit on the same basis as they are made available to the University's 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. Annual salary shall be calculated on the basis of the regular hourly rate times 2,080 hours, rounded to the next higher thousand dollars. Overtime shall not be included in the calculation.

Disability Insurance

Long term disability benefits shall be available to employees in the bargaining unit on the same basis as they are made available to the University's 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. Annual salary shall be calculated on the basis of the regular hourly rate times 2,080 hours, rounded to the next higher thousand dollars. Overtime shall not be included in the calculation.

Retirement Benefits (all shops other than Carpenter and Sheet Metal)

Regular University employees are eligible to participate in the University's Retirement Plan on the same basis as the University's non-represented Staff. Effective July 1, 2016, new employees will not have the option to participate in the defined benefit plan. Any and all amendments made to these benefits, including the decision to offer a particular plan, shall be applicable and effective on the exact same basis to members of the bargaining unit.

Eligible employees shall choose participation in either the defined contribution (TIAA-CREF or Vanguard) option of the Plan or the defined benefit (non-contributory) portion of the Plan. Employees shall be entitled to change to the alternate option of the Plan after their initial enrollment, once during his or her University career. This change shall be irrevocable.

For the purposes of calculating contributions to the plan, annual salary shall be calculated on the basis of the regular hourly rate times 2,080 hours. Under Section 125 of the IRS Code, overtime is not permitted in the calculation of annual salary.

Medical Insurance

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

The University will contribute to the monthly premium cost on the same basis and in the same amount as it does for its non-represented Staff. Employee contributions to monthly medical, vision and/or dental insurance premiums shall be made on a pre-tax basis. Employees may waive participation in University medical insurance, so long as they provide written certification that they are covered by an alternative medical insurance plan. Employees who waive participation in University medical insurance will be paid an additional fifty dollars (\$50.00) (gross) 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 from those made available by the University. Unless there is an officially recognized status change, a change in medical insurance options is irrevocable until the next open enrollment period.

Any medical insurance options added or deleted by the University to its non-represented Staff shall be applicable and effective on the exact same basis to members of the bargaining unit.

Should the University drop a medical insurance option for any reason, employees so affected shall be entitled to choose from any remaining medical insurance options.

In the event that the University switches carriers for a given medical insurance option, a like level of benefit(s) must be maintained. The University agrees to provide written notice of any such change to the Trades Council Representative.

Health Care at Retirement

Bargaining unit members shall have the same health care benefits at retirement, at the same costs, as provided for non-represented staff of the University. The official University retirement age is 62. For employees who retire after age 62 but prior to age 65, the employee may continue in the health care plan of choice until age 65. The University and the employee continue their respective contribution (share) of the monthly premium as if still employed. The employee shall be billed for his or her contribution.

APPENDIX D
Retirement Benefits
(Carpenter and Sheet Metal Shops)

The Carpenter Shop and Sheet Metal Shop have elected to remain in the pension, retirement, or annuity funds applicable to their respective Trades. The Carpenter Shop and Sheet Metal Shop may exercise an option to notify the University in writing that the Shop wishes to participate in the University retirement program on the same basis as University faculty, staff, and administrative employees.

The University must have written notification by May 15 of any given year in order to process changes to be concurrent and coincide with the University's open enrollment period. The effective date of any changes shall be July 1.

APPENDIX E
Short-Term Disability Benefits

All Regular Trade employees are eligible for a short-term disability benefit of sixty percent (60%) of weekly wage (hourly rate times 40) for absences due to non work-related injuries and illnesses. Short-term disability benefits shall be payable beginning after the third (3rd) day of absence.

Employees shall be entitled to not more than twenty-six (26) weeks of short-term disability pay in any calendar year.

Employees must provide medical evidence as required by the insurance carrier and at intervals as designated by the insurance carrier. The University reserves the right to change carriers; however, there shall be no change in benefits to the employee(s).

When advance notice (prior to the beginning of the leave) is provided by an employee, the employee is entitled to designate whether (s)he wishes to use accrued sick days or receive short-term disability benefits (not both) for a given period of time in which the employee is eligible to receive such benefits. If no such advance notice is provided, sick days will be applied in accordance with the University's Family and Medical Leave Act Policy.

APPENDIX F
Painters' Differential

A premium of \$.50 per hour above the current rate of pay shall be paid for spray painting within the Paint Shop spray booth for the individual assigned.

The University shall ensure compliance with the safety and health standards promulgated by the Department of Labor in 29 CFR Part 126 pursuant to the requirements of Section 107(a) of the Contract Work Hours and Safety Standards Act (83 Stat. 96) as applicable.

APPENDIX G

Certifications

Any bargaining unit employee who is required by the University to maintain a certification or attend training will be paid for that purpose. Training and certification tests must be scheduled at least seven (7) days in advance. If an employee does not successfully achieve certification on the day provided, then any subsequent days to recertify must be requested as a vacation or personal day. The employee must provide to management a copy of the certification upon successful completion.