AGREEMENT

BETWEEN

TEAMSTERS LOCAL UNION NO. 639

AND

THE GEORGE WASHINGTON UNIVERSITY

WASHINGTON, D.C.

February 1, 2015

to

February 28, 2018
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article Number</th>
<th>Article Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>RECOGNITION</td>
<td>2</td>
</tr>
<tr>
<td>II</td>
<td>TRANSFER OF TITLE</td>
<td>2</td>
</tr>
<tr>
<td>III</td>
<td>UNION SECURITY</td>
<td>2</td>
</tr>
<tr>
<td>IV</td>
<td>CHECK-OFF</td>
<td>3</td>
</tr>
<tr>
<td>V</td>
<td>JOB STEWARDS</td>
<td>4</td>
</tr>
<tr>
<td>VI</td>
<td>SENIORITY, LAY-OFF AND RECALL</td>
<td>5</td>
</tr>
<tr>
<td>VII</td>
<td>WORK ASSIGNMENTS</td>
<td>6</td>
</tr>
<tr>
<td>VIII</td>
<td>GRIEVANCE PROCEDURE</td>
<td>7</td>
</tr>
<tr>
<td>IX</td>
<td>DISCHARGE, SUSPENSION OR RESIGNATION</td>
<td>8</td>
</tr>
<tr>
<td>X</td>
<td>PROBATIONARY EMPLOYEES</td>
<td>10</td>
</tr>
<tr>
<td>XI</td>
<td>WORKDAY AND WORK WEEK</td>
<td>11</td>
</tr>
<tr>
<td>XII</td>
<td>COMPENSATION CLAIMS</td>
<td>12</td>
</tr>
<tr>
<td>XIII</td>
<td>LOSS OR DAMAGE</td>
<td>13</td>
</tr>
<tr>
<td>XIV</td>
<td>EXAMINATION AND IDENTIFICATION FEES</td>
<td>13</td>
</tr>
<tr>
<td>XV</td>
<td>MILITARY CLAUSE</td>
<td>14</td>
</tr>
<tr>
<td>XVI</td>
<td>POSTING OF AGREEMENTS AND NOTICES</td>
<td>14</td>
</tr>
<tr>
<td>XVII</td>
<td>SPLIT SHIFTS</td>
<td>14</td>
</tr>
<tr>
<td>XVIII</td>
<td>UNION ACTIVITIES</td>
<td>15</td>
</tr>
<tr>
<td>XIX</td>
<td>INSPECTION PRIVILEGES</td>
<td>15</td>
</tr>
<tr>
<td>XX</td>
<td>NO STRIKE - NO LOCKOUT</td>
<td>15</td>
</tr>
<tr>
<td>XXI</td>
<td>UNIFORMS</td>
<td>16</td>
</tr>
<tr>
<td>XXII</td>
<td>TIME SHEETS AND TIME CLOCKS</td>
<td>16</td>
</tr>
</tbody>
</table>
ARTICLE XXIII  ABSENCE ................................................................. 17
ARTICLE XXIV  BEREAVEMENT LEAVE ................................. 19
ARTICLE XXV  JURY DUTY .............................................................. 20
ARTICLE XXVI  SICK LEAVE .......................................................... 20
ARTICLE XXVII  SUPERVISORY PERSONNEL ......................... 22
ARTICLE XXVIII  LIE DETECTOR TESTS ................................. 22
ARTICLE XXIX  MANAGEMENT RIGHTS .................................. 22
ARTICLE XXX  PASSENGERS ......................................................... 23
ARTICLE XXXI  LEGAL REPRESENTATION ................................. 23
ARTICLE XXXII  COST BONDS COUNSEL, ETC .................................. 24
ARTICLE XXXIII  ANNUAL LEAVE ............................................... 24
ARTICLE XXXIV  PAID HOLIDAYS ............................................... 27
ARTICLE XXXV  WAGES ............................................................... 28
ARTICLE XXXVI  PERSONNEL FOLDERS ..................................... 30
ARTICLE XXXVII  NONDISCRIMINATION ..................................... 30
ARTICLE XXXVIII  EMPLOYEE BENEFITS PROGRAMS ............... 31
ARTICLE XXXIX  EDUCATIONAL OPPORTUNITIES ..................... 32
ARTICLE XL  EQUIPMENT, ACCIDENT REPORTS ....................... 32
ARTICLE XLI  SEPARABILITY CLAUSE ......................................... 33
ARTICLE XLII  TERMINATION CLAUSE ......................................... 34
AGREEMENT

THIS AGREEMENT, made effective the 1st day of February, 2015 by and between the GEORGE WASHINGTON UNIVERSITY, hereinafter referred to as the "EMPLOYER", and the Drivers, Chauffeurs and Helpers, Local Union 639, a local union affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "UNION",

WITNESSETH:

WHEREAS, the Employer has committed itself to an Affirmative Action Program as required by Federal Legislation and has promised to recruit, hire, and promote all job classifications without regard to race, color, religion, sex, handicap, age or national origin, except where sex is a bona fide occupational qualification; also, to ensure that all other personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, company sponsored training, will be administered without regard to race, color, religion, sex, age or national origin, except where sex is a bona fide occupational qualification.

WHEREAS, for the purpose of mutual understanding and harmonious relationship between the Employer and the Union, and the rendition of continuous and efficient service each to the other, it is hereby understood and agreed:
ARTICLE I
RECOGNITION

SECTION 1.1
For the purpose of collective bargaining with respect to wages, rates of pay, hours of employment and other conditions of employment, the Employer recognizes the Union as the exclusive bargaining agent for all transportation employees, including drivers, drivers helpers, and vehicle mechanics employed within Relocation Services, Facilities Services by the Employer in its Washington, D.C. location; excluding all office/clerical employees, all other employees, guards and supervisors as defined in the National Labor Relations Act.

SECTION 1.2
The terms and conditions of this Agreement shall have no application whatsoever to employees outside of the bargaining unit. For the purpose of determining eligibility under this Agreement, the word “employee” or the term “members of the bargaining unit” as used in the following Articles refers only to employees within the bargaining unit as defined in Section 1.1 above, who are regular, full-time or regular part-time employees. Regular part-time employees work a minimum of fourteen (14) hours and no more than thirty-four (34) hours per week each consecutive week of a calendar year. Employees hired for summer work (May through September) or hired for less than the work schedule defined for regular part-time employees are not included in the bargaining unit.

ARTICLE II
TRANSFER OF TITLE

This Agreement shall be binding on the parties hereto, their successors, administrators, executors, and assigns to the extent permitted by law.

ARTICLE III
UNION SECURITY

SECTION 3.1
All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and
all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st working day following the beginning of their employment or on and after the 31st day following the effective date of this subsection or the date of this Agreement, whichever is the later.

SECTION 3.2

An employee who has failed to acquire, or thereafter maintain membership in the Union as herein provided, shall be terminated three (3) working days after the Employer has received written notice from an authorized representative of the Local Union, certifying that membership has been and is continuing to be, offered to such employee on the same basis as all other members and, further, that the employee has had notice and opportunity to make all dues or initiation fee payments.

SECTION 3.3

The Union agrees to indemnify and hold the Employer harmless from all claims, suits, judgments, attachments, and other liability resulting from the Employer's actions in accordance with this Article.

ARTICLE IV

CHECK-OFF

SECTION 4.1

Upon receipt of written authorization from employees, the University agrees to deduct after the first day of each month from wages the monthly dues and to pay same directly to Local 639 by the 15th of the month. No deduction shall be made which is prohibited by applicable law.

SECTION 4.2

The Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees (full or installment), or uniform assessments owed and to be deducted for such month from the pay of such member and the Employer shall deduct such amount and remit to the Union in one lump sum.
ARTICLE V

JOB STEWARDS

SECTION 5.1

The Employer recognizes the right of the Union to designate one (1) job steward and one (1) alternate. The Union shall notify the Employer of the names of such persons in writing within ten (10) days of such designation.

SECTION 5.2

The authority of the job steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

a. The investigation and presentation of grievances in accordance with the provisions of this Agreement;

b. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:

1. have been reduced to writing, or

2. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

SECTION 5.3

The job steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union.

SECTION 5.4

The Employer recognizes these limitations upon the authority of the job steward and alternate, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.
SECTION 5.5

The steward shall be granted reasonable time, as determined by the supervisor, to process grievances and matters of concern to employees covered by this Agreement. Such time will not be deducted from wages.

ARTICLE VI

SENIORITY, LAY-OFF AND RECALL

SECTION 6.1 Seniority

Seniority is defined as the length of continuous service with the Employer within Relocation Services, Facilities Services. The seniority date for an individual shall be his first day worked in Relocation Services, Facilities Services. The Employer and the Union recognize the principle that the normal rules of seniority as presently practiced with regard to the bargaining unit shall prevail.

There shall be one (1) regular seniority list. The list of employees arranged in seniority order shall be posted in a conspicuous place at Relocation Services, Facilities Services.

At the beginning of each calendar year, or when any changes take place, the Employer will post an up-dated seniority list. Claims for corrections to the list must be made to the Employer in writing, with a copy to the Union, within ten (10) days after posting and after such time the list will be regarded correct.

A copy of the seniority list shall be supplied to the Union upon request.

SECTION 6.2 Loss of Seniority

Seniority shall be broken and an employee’s rights under this Agreement forfeited for the following reasons:

1. Discharge.
2. Voluntary resignation.
3. Retirement.
4. Layoff due to lack of work in excess of twelve (12) months.
5. Failure to respond to a notice of recall as outlined in this Article.
6. Job abandonment, which is defined as absence of three (3) consecutive scheduled work days without notifying the Employer as soon as possible during said absence therefore, unless prevented from doing so by an illness or accident.
Any employee absent because of proven illness or injury shall continue to accumulate seniority provided, however, that he/she must report to the Employer his/her specific date of availability for work as soon as possible prior to the termination of such proven illness or injury.

SECTION 6.3 Layoff and Recall

a. When it becomes necessary to reduce the work force, the lowest employee on the regular seniority list shall be laid off first, and when the force is again increased the employees are to be offered the opportunity to return to work in the reverse order in which they were laid off.

In the event of a recall, employees shall be given notice of recall by e-mail, registered mail, or certified mail sent to the address last given the Employer by the employee. Within two (2) calendar days after tender of delivery of the Employer's notice at such address, the employee must notify the Employer by email, registered mail, or certified mail of his intent to return to work and must actually report to work within five (5) calendar days after date of tender of delivery of the recall notice or a date mutually agreed upon with the Employer. In the event the employee fails to comply with the above provisions, he shall lose all seniority rights under this Agreement and shall be removed from the rolls of the Employer. In the event an employee is contacted and accepts a recall to work by telephone and returns to work when called, it shall not be necessary that he be notified by email or mail.

b. In instances of layoff and recall, the shop steward shall be the last employee to be laid off and the first employee to be recalled.

ARTICLE VII

WORK ASSIGNMENTS

SECTION 7.1

The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require his employees or persons other than the employees in the bargaining unit here involved, to perform work of the employees in said unit except in case of emergency. This restriction shall not apply during peak working periods or when such assignments are made to cover shortages in the work force caused by absenteeism or vacations. This is not to interfere with bona fide contracts with bona fide unions.
ARTICLE VIII

GRIEVANCE PROCEDURE

SECTION 8.1

The purpose of this Article is to provide an orderly method for the expeditious settlement of a dispute between the Employer and the Union or an Employee over the interpretation, application or claimed violation of any of the specific provisions of this Agreement. Such a dispute shall be defined as a grievance under this Agreement and must be processed in accordance with the following steps, time limits and conditions. Any grievance not taken to the next step within the time limit specified shall be considered settled, unless the parties have agreed in writing to a specific extension of time.

Step 1

The grievance shall be taken up by the Job Steward and the employee with the Transportation Manager, Relocation Services, Facilities Services within five (5) working days after the knowledge of grievance or the reason for the grievance has occurred, except that no time limit shall apply in case of a violation of the wage provisions of this Agreement. “Working days” means Monday through Friday, excluding observed holidays. If satisfactory settlement is not effected with the Transportation Manager, Relocation Services, Facilities Services within five (5) working days, then:

Step 2

The grievance in writing shall be taken up at a conference between the Union’s Business Representative and the Employer’s Executive Director of Facilities Services. A decision must be reached in eight (8) working days, or:

Step 3 a.

The matter shall be referred to a mutually agreeable and impartial arbitrator. In the event the Union’s Business Representative and the Human Resources, Client Partner for the Employer are unable to agree upon the selection of an arbitrator, they shall, within five (5) working days after the end of Step 3, jointly request the Federal Mediation and Conciliation Service to furnish a list of nine (9) arbitrators. Selection shall be made by the Employer and Union representatives alternately striking any name from the list until only one name remains. The final remaining name shall be the arbitrator of the grievance.
b. The jurisdiction and authority of the arbitrator of the grievance and his/her opinion and award shall be confined exclusively to the specific provision or provisions of this Agreement at issue between the Union and the Employer. He/she shall have no authority to add to, alter, amend, or modify any provisions of this Agreement, including the Appendices hereto. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Employer and the Union. The award in writing of the arbitrator within his jurisdiction and authority as specified in this Agreement shall be final and binding on the aggrieved employee or employees, the Union and the Employer.

c. The Union and the Employer shall each bear its own expenses in these arbitration procedures, except that they shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted to him/her.

ARTICLE IX

DISCHARGE, SUSPENSION OR RESIGNATION

SECTION 9.1

The Employer shall not discharge or suspend any employee without just cause, but in respect to discharge, or suspension the Employer shall give at least one (1) written notice of the complaint against such employee to the employee, in writing, and a copy of this written notice shall be sent to the Union which shall have the responsibility of representing the employee, except that no written notice need be given to an employee for a discharge if the cause of such discharge is one of the eleven (11) following items:

1. Dishonesty -- including but not limited to theft, falsification of any Employer records or reports, or falsification of accident reports.

2. Drinking - which shall include drinking an alcoholic beverage during working hours (including mealtime) or being impaired by or under the influence of alcohol when reporting to work or during working hours (including mealtime). Note: When the Employer has good reason to believe that an employee may be under the influence of alcohol, the Employer can require submission to a sobriety test. Any test for impairment by or under the influence of alcohol must be administered by a person qualified to conduct the test and evaluate the results of the
test. It is specifically understood that the Union reserves the right to contest the qualification of the person administering the sobriety test and the burden of proof rests with the Employer to demonstrate that the person administering the sobriety test was, in fact, qualified. When possible, the Employer shall utilize a doctor or clinic to administer the sobriety test. The Union shall advise the Employer of an available doctor or clinic and the hours available. This list of available doctors and clinics will be kept current. In the event an employee refuses to take a sobriety test administered by a qualified person, as described here, this shall be prima facie evidence of being under the influence.

For purposes of this Agreement, being under the influence of alcohol shall be defined as having any alcohol in the Employee's system, other than trace amounts resulting from legitimate nonabusive use of consumer products such as mouthwash and cough syrup.

3. Recklessness resulting in serious accident while on duty.
4. The carrying of unauthorized passengers.
5. Unprovoked assault during working hours, whether verbal or physical.
6. Calling an unauthorized strike or walkout.
7. Unauthorized transportation, possession or use of, or being impaired by or under the influence of marijuana, phencyclidine (PCP), narcotic drug, amphetamine, a form of amphetamine or derivative of a narcotic drug or any controlled substance, during working hours (including mealtime) or on Employer property. Proof of being under the influence rests with the Employer as set forth in Article IX, Section 1-2., above.
8. Knowingly leaving the scene of an accident while in the service of the Employer.
9. Willful damage.
10. Excessive absenteeism.
11. Unauthorized transportation, possession, or use of a firearm, knife or other weapon.

SECTION 9.2

The written notice as herein provided is part of the Union's and Employer's determination to apply the principle of progressive discipline under the terms of this Agreement. A written notice must be issued within ten (10) days of the
Employer's discovery of said infraction and shall remain in effect for only twelve (12) months. It is the purpose of a written notice to alert an employee and his Union that certain conduct engaged in by the employee cannot be tolerated and must be remedied. Protest of a written notice shall be the primary responsibility of the employee receiving such a written notice. The written notice shall be either issued to the employee personally or by registered mail to the employee with a copy to the Union. Any protest of a written notice must be made in writing, and mailed within five (5) days from the date the employee received the written notice. An employee's protest of a written notice shall be either issued in person or issued to the Employer by registered mail, with a copy to the Union, and shall set forth in detail the basis for such protest. While recognizing that the primary responsibility to protest the issuance of a written notice rests with the employee involved, the Local Union does not waive any of its rights to independently protest the use of a written notice should further disciplinary action be taken based upon a prior written notice. Written notices, as such, shall not be subject to arbitration under the terms of this provision.

SECTION 9.3

Notice of discharge or suspension must be in writing and either issued to the employee personally or by registered mail, with a copy to the Union.

SECTION 9.4

Upon discharge, an employee shall be paid all money due him by the close of business of the next working day.

SECTION 9.5

The Employer recognizes the employee's right to request the presence of a Job Steward or the designated alternate during an investigatory interview by the Employer which may result in discipline.

ARTICLE X

PROBATIONARY EMPLOYEES

SECTION 10.1

All employees hired after the effective date of the Agreement shall be considered as being in a probationary period during the first ninety (90) calendar days of their employment. The Employer may extend the probationary period up to thirty (30) working days. The Union shall be notified in writing of such an extension. During the probationary period, the Employer shall be the sole judge of the fitness and suitability for continued employment for the persons so hired, and any decision
arrived at shall not be subject to the grievance procedure under Article VIII. If retained thereafter he/she shall be a regular full-time employee. It is understood, however, that no employee shall be discriminated against for Union activity.

SECTION 10.2

When any employee shall have completed his period of probation, he shall be placed on the seniority list and his seniority shall begin on the first day of employment within the probationary period referred to in the above sections.

SECTION 10.3

The purpose of this initial probationary period is to allow the employee to become familiar with the job and the University environment and to demonstrate skills, job knowledge, attitudes, work habits and general acceptability for continuing employment.

ARTICLE XI

WORKDAY AND WORK WEEK

SECTION 11.1

All employees shall work consecutive daily hours. Whenever any employee is ordered to report for work and does report at the time specified, such employee shall be guaranteed not less than eight (8) hours earning opportunity on the day of reporting, except in the case of employees ordered to report and reporting on Saturday or Sunday. A work week of forty (40) hours is guaranteed and shall consist of five (5) eight (8) hour days, Monday through Friday. Overtime shall be paid to employees for all hours worked in excess of eight (8) hours in any one (1) day. Regular part-time employees are not covered by this section.

SECTION 11.2

All work performed by employees on Saturday shall be compensated for at the overtime rate of time and one-half (1 1/2). Any employee who is ordered to report for work on Saturday and does report as ordered and at the time specified, shall be guaranteed not less than four (4) hours earning opportunity at the overtime rate of time and one-half (1 1/2). Any employee who is ordered to report on Sunday, and does report as ordered and at the time specified, shall be guaranteed not less than four (4) hours earning opportunity at the overtime rate of double time.
SECTION 11.3

A shift commencing on Friday or on the eve of a holiday shall be completed at the straight time rate of pay. Any shift commencing on a holiday or Sunday shall be paid eight (8) hours at double time.

SECTION 11.4

Notwithstanding the foregoing sections of this Article and except for the numerical limits on full-time employees as provided below, full-time and part-time employees who are hired after October 1, 2012 (“New Hires”) may be assigned to schedules that include work on Saturdays and/or Sundays at their regular hourly rates of pay (i.e., without premium pay of time and one half on Saturdays or double time on Sundays). The following limits shall apply to the number of full-time New Hires who may be assigned to work on Saturdays and/or Sundays at their regular rates:

- October 1, 2012 through February 28, 2013 -- not more than one on Saturdays and one on Sundays.
- March 1, 2013 through February 28, 2014 -- not more than two on Saturdays and two on Sundays.
- March 1, 2014 through February 28, 2015 -- not more than three on Saturdays and three on Sundays.

(By way of example, between March 1, 2013 and February 28, 2014, two full-time New Hires may be assigned to work Tuesday–Saturday and two full-time New Hires may be assigned to work Sunday–Thursday at their regular rates of pay.) This Section 11.4 shall not be used to deny an employee who is normally scheduled to work Monday–Friday an opportunity to work on Commencement Weekend, Move-In or Move-Out. For purposes of this Section 11.4, part-time employee means a regular part-time employee who works between 14 and 34 hours per week.

ARTICLE XII

COMPENSATION CLAIMS

SECTION 12.1

The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by law. The Employer shall provide Workers’ Compensation protection for all employees even though not required by state law or the equivalent thereof if the injury arose out of or in the course of employment.
SECTION 12.2

In the event that an employee is injured on the job, the Employer shall pay such employee his/her day’s guarantee for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his regular shift on that day. An employee who has returned to his/her regular duties after sustaining a compensable injury who is required by the Workers’ Compensation doctor to receive additional medical treatment during his/her regularly scheduled working hours shall receive his/her regular hourly rate of pay for such time.

ARTICLE XIII

LOSS OR DAMAGE

SECTION 13.1

Employees shall not be charged for loss or damage unless clear proof of negligence is shown. Material, furniture, or equipment that is damaged in handling by employees must be reported to the supervisor immediately regardless of cause. This Article is not to be construed as permitting charges for loss or damage to equipment unless such equipment has been issued to the individual employee.

ARTICLE XIV

EXAMINATION AND IDENTIFICATION FEES

SECTION 14.1

Physical, mental or other examinations required by the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any such time spent by applicants for jobs. If an employee is required to take an examination outside of normal working hours, the Employer shall be responsible only for time the employee is required to be at the place of examination or examinations, where the time spent exceeds two (2) hours, and in that case, only for those hours in excess of said two (2) hours. Examinations are not to exceed one (1) in any one (1) year, unless the employee has suffered serious injury or illness during the year.

SECTION 14.2

The Employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said
employee re-examined at the Union's expense. In the event of disagreement between the doctor selected by the Employer and the doctor selected by the Union, the Employer and Union doctors shall together select a third doctor within ten (10) days, whose opinion shall be final.

SECTION 14.3

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

ARTICLE XV

MILITARY CLAUSE

SECTION 15.1

Employees enlisting or entering the military or naval services of the United States, pursuant to the provisions of federal statutes, shall be granted all rights and privileges provided by the Act.

ARTICLE XVI

POSTING OF AGREEMENTS AND NOTICES

SECTION 16.1 Posting of Agreement

A copy of this Agreement shall be posted in a conspicuous place in each garage or place of work.

SECTION 16.2 Union Bulletin Boards

The Employer agrees to provide suitable space for the Union bulletin board at the place of work. Postings by the Union on such boards are to be confined to official business of the Union and shall be done by the Job Steward and/or the Business Representative.

ARTICLE XVII

SPLIT SHIFTS

SECTION 17.1

There shall be no split shifts.
ARTICLE XVIII

UNION ACTIVITIES

SECTION 18.1

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his/her acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE XIX

INSPECTION PRIVILEGES

SECTION 19.1

The Union's Business Representative shall have access to members of the bargaining unit at the Employer's establishment for the purpose of adjusting disputes, investigating working conditions, and ascertaining that this Agreement is being adhered to, provided, however, that there is not interruption of the Employer's working schedule. As such, the Business Representative will announce his presence to the Transportation Manager, Relocation Services, Facilities Services when on the premises.

ARTICLE XX

NO STRIKE - NO LOCKOUT

SECTION 20.1

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

SECTION 20.2

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket lines, including the primary picket lines at the University's place of business.
ARTICLE XXI
UNIFORMS

SECTION 21.1

The Employer agrees if any employee is required to wear any kind of uniform or safety equipment as a condition of his/her continued employment, such uniform or safety equipment shall be furnished and maintained by the Employer free of charge, at the standard required by the Employer. Uniforms and safety equipment shall be worn appropriately in a manner that reflects a professional appearance.

SECTION 21.2

The Employer agrees to furnish and maintain summer and winter uniforms. Three (3) pairs of galoshes will be provided for use by trash truck personnel. Rain jacket with a hood must be signed for. Guidelines concerning usage and replacement shall be provided by the Employer.

SECTION 21.3

The Employer further agrees to provide industrial safety gear for those employees whose occupations expose them to elements which necessitate this gear. When safety shoes are required, the Employer will provide each employee required to wear them, the initial pair and not more than one (1) pair per year.

SECTION 21.4

Upon termination, employees shall return all uniforms to the Employer. Failure to do so will result in a charge by the University for the value of such uniforms.

ARTICLE XXII
TIME SHEETS AND TIME CLOCKS

SECTION 22.1

Daily time records shall be maintained by the Employer. All employees are required to record their own working hours using the time reporting system and procedures established by the University. Employees must clock-in and clock-out at the office in Building JJ or the Support Building.
ARTICLE XXIII

ABSENCE

SECTION 23.1  Time Off for Union Activities.

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours' written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees. In the case of an elected or duty appointed Union Officer or Business Agent, the Union shall notify the Employer of the employee's election or appointment by certified mail and the individual's leave of absence shall be deemed to have commenced upon receipt by the Employer of this notice.
SECTION 23.2    Leave of Absence.

Any employee desiring leave of absence from his/her employment shall secure written permission from both the Union and Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for same must be secured from both the Union and Employer. During the period of absence, the employee shall not engage in gainful employment in the same industry for another Employer. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

SECTION 23.3

Arrangements now prevailing between the individual Employer and the Local Union involved regarding employees now on leave of absence because of employment by the Union shall remain in full force and effect.

SECTION 23.4    Leave for Non-Covered Position.

In the event an employee has opportunity to try for a position with the Employer but not in any classification of work covered by this Agreement, such employee shall be granted permission to be absent from his classification for a period not to exceed sixty (60) calendar days for such purpose. It is understood that this period cannot be extended and at the end of the sixty (60) calendar day trial period, the employee shall: (1) return to his classification with no loss of seniority; or, (2) should he elect to remain in the non-covered job, the employee shall relinquish all seniority.

SECTION 23.5    Family and Medical Leave.

Employees shall be entitled to family and medical leave in accordance with applicable law.

SECTION 23.6    Leave for Drug Rehabilitation Program Following Positive Random DOT Drug Test

A. In the event an employee tests positive on a random drug test administered pursuant to U.S. Department of Transportation ("DOT") regulations, the employee shall be suspended immediately without pay and will be given one opportunity for rehabilitation. To be eligible for this opportunity, the employee must: (1) within 15 days of the positive drug test, register for a rehabilitation program that is satisfactory to the Employer; (2) within 90 days of the positive drug test, successfully complete the rehabilitation program and advise the Employer in writing that the employee is ready to return to work; and (3) provide to the Employer’s Division of Human Resources a written certification of completion from the treatment program and a letter signed by the employee requesting to return to
work. The Union and the employee shall be jointly responsible for notifying the Employer of the employee's compliance with these eligibility requirements. A second positive drug test shall result in immediate termination of employment and the employee shall be classified as ineligible for rehire.

B. Upon return to work, the Employer may in its sole discretion, place the returning employee in a Driver Helper position for a period of not more than six months. While working as a Driver Helper, the employee shall be compensated at the rate of pay specified for the Driver Helper position in Section 35.1 of this Agreement.

C. During the twelve (12) month period after the employee returns to work, the Employer may require the employee to submit to drug testing at any time for any reason. Any failure by the employee to submit immediately to such testing shall constitute just cause for immediate discharge.

D. The provisions of this Section 23.6 shall apply only in the case of DOT random drug testing and shall not apply to any other types of drug testing, including but not limited to post-accident drug testing or reasonable cause testing.

E. The Employer shall not be responsible for the cost of the rehabilitation program.

ARTICLE XXIV
BEREAVEMENT LEAVE

SECTION 24.1
An employee shall be guaranteed bereavement leave with pay for not more than three (3) days for each death in his or her immediate family.

SECTION 24.2
"Immediate family" is defined as the employee's spouse, domestic partner for whom an affidavit has been submitted to the Employer's Department of Human Resource Services (HRS), child, stepchild, parent, sister, brother, grandparent, mother-in-law, father-in-law, son-in-law or daughter-in-law.

SECTION 24.3
An employee must notify his/her supervisor as soon as possible that he/she requires bereavement leave.
ARTICLE XXV

JURY DUTY

SECTION 25.1

An employee who must be absent from work to perform jury duty shall be excused for those periods he/she is called to serve. Such absences shall not be deducted from annual leave nor shall the employee forfeit benefits during the month or months in which the leave occurs. The employee shall continue to be paid at his/her normal rate, but all per diem remunerations received from the court must be remitted to the University, unless per diem remuneration is more than the employee’s normal pay for the same period. In these cases the reimbursement by the employee is not to exceed the employee’s normal pay for the period of leave. Travel reimbursement is not considered as remuneration and need not be remitted to the University. Whenever an employee is excused from such jury duty for any reason, the employee shall notify his/her supervisor as promptly as possible and report to work if so requested.

ARTICLE XXVI

SICK LEAVE

SECTION 26.1 Eligibility.

a. Only full-time regular employees are eligible to accrue paid sick leave.

b. Eligible employees who work a full calendar month or who are on approved paid leave during a calendar month shall accrue only one day of sick leave per month.

c. Eligible employees who are on approved unpaid leave during a calendar month shall accrue sick leave for that month on a prorated basis, as follows:

<table>
<thead>
<tr>
<th>WORK DAYS ABSENT</th>
<th>LEAVE ACCRUED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0 - 5.0</td>
<td>1</td>
</tr>
<tr>
<td>5.5 - 11.0</td>
<td>1/2</td>
</tr>
<tr>
<td>11.5 - 16.0</td>
<td>1/4</td>
</tr>
<tr>
<td>16.5 and over</td>
<td>0</td>
</tr>
</tbody>
</table>
d. Employees who are absent without approval (AWOL) shall accrue no sick leave for the calendar month in which such absence occurs.

e. An employee on Workers' Compensation shall continue to accrue sick leave at his/her usual rate while on sick leave.

SECTION 26.2 Accrual

a. Sick leave is accrued at the rate of one day per full calendar month of service.

b. The rate of accrual does not change with years of service.

c. The accrual of sick leave begins with the first month of service. An employee whose hire date is the first working day of a month shall be credited with one day of sick leave at the beginning of the second calendar month of employment, assuming he/she meets all conditions for leave eligibility.

SECTION 26.3 Maximum Balance

a. The maximum amount of sick leave accrual will be 180 days. Employees who have already accrued more than 180 days will be capped at their current levels.

b. There is no payment for accumulated sick leave upon termination or resignation.

SECTION 26.4 Use of Sick Leave

a. Accumulated sick leave may be used at anytime after it has been accrued.

b. Sick leave shall not be granted in advance of being accrued. However, sick leave which will be accrued during the employee's sick leave period may be granted as part of the leave.

c. An employee requesting sick leave shall inform his/her immediate supervisor and/or department head as soon as possible, stating the cause of the absence. Requests should be made using the University's Leave Request Form. Failure to do so within a reasonable time may be cause for denial of paid leave. The supervisor or department head may require a doctor's certificate before approving sick leave.

d. Sick leave may be taken with the prior approval of the immediate supervisor and/or department head for medical, dental or optical examination and/or treatment.
e. Sick leave up to a maximum of 22 days per year, may be used for the medical care of a spouse, domestic partner, parent, or dependent child, stepchild or foster child.

f. Sick leave shall not be used in units of less than one (1) hour.

g. Work days only are charged to sick leave.

h. Absence resulting from sickness, injury or disability in excess of accumulated sick leave shall be charged against accumulated annual leave unless leave without pay is requested in writing by the employee.

ARTICLE XXVII

SUPERVISORY PERSONNEL

SECTION 27.1

The Employer agrees that no employee with supervisory authority will be permitted to perform any work normally assigned to members of the bargaining unit except during peak working periods or when such assignments are made to cover shortages in the work force caused by absenteeism.

ARTICLE XXVIII

LIE DETECTOR TESTS

SECTION 28.1

The Employer shall not require that an employee or applicant for employment take a polygraph or any other form of lie detector test.

ARTICLE XXIX

MANAGEMENT RIGHTS

SECTION 29.1

All management functions, rights and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively by the Employer. More specifically, without limiting the generality of the foregoing, the Employer retains the exclusive right to direct and schedule the working force; to plan, direct and control operations; to hire, promote, transfer, lay off and recall employees to work; to determine the number of
employees and duties to be performed; to contract out and/or subcontract out any bargaining unit work; to reprimand, suspend, discharge or otherwise discipline employees for cause; to introduce new or improved methods, equipment and facilities; to make Employer rules, regulations, policies and practices not inconsistent with the terms of this Agreement; and otherwise generally to manage the facilities of the Employer so as to attain and maintain full operating efficiency.

SECTION 29.2

The Union agrees to cooperate with the Employer to attain and maintain full efficiency in its operation and the Employer agrees to receive from the Union constructive suggestions, which the Employer shall consider in its sole discretion.

SECTION 29.3

The Employer in exercising its management functions may contract out and/or subcontract out any bargaining unit work. The Employer shall not be required to engage in any negotiations with the Union with respect to such action, but any employee who is laid off or terminated as a result of such action and who was an active employee as of January 1, 2015 shall receive twelve (12) weeks severance pay. Any other employee who is laid off or terminated as a result of such action shall receive severance pay in accordance with then-current University policy.

ARTICLE XXX

PASSENGERS

SECTION 30.1

No driver shall allow anyone, unless authorized by the Employer, to ride on his/her truck, except in cases of emergency arising out of disabled commercial equipment or an Act of God. This shall not prohibit drivers from picking up other drivers, helpers or others in wrecked or broken down motor equipment and transporting them to the first available point of communication, repair, lodging or available medical attention.

ARTICLE XXXI

LEGAL REPRESENTATION

SECTION 31.1

Employees shall be entitled to the benefits of the Employer’s Policy on Legal Representation of Faculty and Staff. In case an employee shall be subpoenaed as
an Employer witness he/she shall be reimbursed for all time lost and expenses incurred.

**ARTICLE XXXII**

**COST BONDS COUNSEL, ETC.**

**SECTION 32.1**

When an employee is required to appear in any court for the purpose of testifying because of any motor vehicle accident he/she may have been involved in while in the Employer’s service during working hours, such employee shall be reimbursed in full by the Employer for all earning opportunity lost because of such appearance.

**SECTION 32.2**

The Employer shall furnish employees who are involved in motor vehicle accidents while in the Employer’s service during working hours with bail bond and legal counsel and shall pay in full for same. Said bail bond and legal counsel shall remain assigned to the employee until legal action in connection with said motor vehicle accident is concluded, provided the employee is not charged and convicted of any criminal act, misdemeanor or felony.

**SECTION 32.3**

The Employer shall assume all responsibility for all court costs, legal fees and bail bond fees for any employee who is involved in any motor vehicle accident during working hours while in the Employer’s service and shall assume all responsibility for all judgments and awards against an employee who is involved in motor vehicle accidents during working hours while in the Employer’s service which result through court action against said employees, except for motor vehicle accidents caused by employee negligence or in which the employee is found to have been guilty of drunken driving during working hours.

**ARTICLE XXXIII**

**ANNUAL LEAVE**

**SECTION 33.1**  Eligibility

a. Regular full-time and regular part-time employees shall accrue paid annual leave.
b. Regular full-time employees who work a full calendar month or who are on approved paid leave during a month shall accrue leave as follows:

<table>
<thead>
<tr>
<th>YEARS OF SERVICE WITH EMPLOYER</th>
<th>DAYS ACCRUED PER FULL CALENDAR MONTH OF EMPLOYMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st full month through end of 2nd year</td>
<td>1*</td>
</tr>
<tr>
<td>3rd year through end of 4th year</td>
<td>1 ¼</td>
</tr>
<tr>
<td>5th year through end of 15th year</td>
<td>1 ¾</td>
</tr>
<tr>
<td>Over 15 years</td>
<td>2</td>
</tr>
</tbody>
</table>

c. Regular full-time employees who are on approved unpaid leave during a calendar month shall accrue annual leave for that month on a prorated basis, as follows:

<table>
<thead>
<tr>
<th>WORK DAYS ABSENT</th>
<th>% of LEAVE ACCRUAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0 - 5.0</td>
<td>100%</td>
</tr>
<tr>
<td>5.5 - 11.0</td>
<td>50%</td>
</tr>
<tr>
<td>11.5 - 16.0</td>
<td>25%</td>
</tr>
<tr>
<td>16.5 and over</td>
<td>0</td>
</tr>
</tbody>
</table>

d. Regular part-time employees shall accrue paid annual leave on a prorated basis, in accordance with the Employer's policy as may be in effect from time to time, governed by such items, and subject to such conditions as such policy may contain.

e. Employees who are absent without approval (AWOL) shall accrue no leave for the calendar month in which such absence occurs.

*1 additional day of leave will be earned after 6th and 18th month of employment.
f. An employee on Workers' Compensation shall continue to accrue leave at his/her usual rate while on such leave, subject to the same limitations and restrictions as are applicable to the employment status the employee occupied prior to going on Worker's Compensation.

SECTION 33.2 Maximum Balance - Regular Full Time Employees.

a. Annual leave is accrued at a rate according to the following schedule:

<table>
<thead>
<tr>
<th>ACCRUAL RATE (DAYS)</th>
<th>NON-EXEMPT STAFF</th>
<th>ANNUAL MONTHLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1ST FULL MONTH THROUGH END OF 2ND YEAR</td>
<td>13</td>
<td>1 *</td>
</tr>
<tr>
<td>3RD YEAR THROUGH END OF 4TH YEAR</td>
<td>15</td>
<td>1 1/4</td>
</tr>
<tr>
<td>5TH YEAR THROUGH END OF 5TH YEAR</td>
<td>21</td>
<td>1 3/4</td>
</tr>
<tr>
<td>OVER 15 YEARS</td>
<td>24</td>
<td>2</td>
</tr>
</tbody>
</table>

b. Leave that is unused by June 30th of each year will be forfeited. No annual leave may be carried over to the following fiscal year. Upon termination, an employee who has completed the probationary period shall be paid for accrued unused annual leave.

* One additional day is accrued after the 6th and 18th month of employment.

SECTION 33.3 Use of Annual Leave

a. Annual leave may be used at any time after completion of the probationary period with the approval of the supervisor or department head.

b. Annual leave may be granted in advance of being accrued, with the approval of the supervisor.

c. Annual leave shall not be used in units of less than one (1) hour.

d. Work days only are charged to annual leave.

e. Absence resulting from sickness, injury or disability in excess of accumulated sick leave may be charged against accrued annual leave for regular full-time employees, or the employee may request an unpaid leave of absence.
A new employee is not entitled to use annual leave during his/her probationary period.

SECTION 33.4 New Regular Full-Time Employees

a. New employees accrue one (1) day of annual leave per full successful calendar month of service, conditional upon successful completion of the probationary period.

b. An employee whose first day of service is after the first working day of the month and who meets all other conditions for prorated leave shall accrue leave for that month on a prorated basis as set forth below.

c. The leave accrual date for an employee whose first day of service is after the first working day of the month shall be the first of the following month.

d. Annual leave may not be used during the probationary period.

e. Employees who terminate during the probationary period shall not be paid for any annual leave.

f. At the completion of the probationary period, the employee will be credited with the day(s) of annual leave which have been accrued during the probationary period.

ARTICLE XXXIV

PAID HOLIDAYS

SECTION 34.1

All employees shall be granted, with full pay, the holidays designated below:

New Year's Day | Labor Day
--- | ---
U.S. Presidential Inauguration Day*** | Thanksgiving Day
Martin Luther King, Jr.’s Birthday | Friday after Thanksgiving
Presidents Day | Christmas Day
Memorial Day | Two Days--Winter Holiday*
Independence Day | Employee Birthday**
These days will precede or follow New Year’s Day and Christmas Day.

**Regular full-time and regular part-time employees are eligible for one day of Birthday Leave per year, after completing ten (10) years of full-time equivalent service. Birthday Leave does not accrue.

***Applicable only if the University observes this day as a paid holiday for its general workforce.

The employer will publish the above list of holidays by June of each year with the dates to be celebrated during the following fiscal year.

If the U.S. President claims a special holiday resulting in the closing of the Employer’s operation, employees shall receive such holiday.

**SECTION 34.2**

With the exception of emergency circumstances or to provide coverage in situations involving unanticipated absences, employees will be notified at least fifteen (15) days in advance when asked to work on a holiday. Employees failing to report for duty when they are requested to work on a given holiday or a scheduled work day immediately preceding or following the holiday shall not receive any compensation for that holiday, unless such absence is excused by the Employer, for good cause.

**ARTICLE XXXV**

**WAGES**

**SECTION 35.1**

The schedule of hourly rates shall be as follows:

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>Rate As Of February 1, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanic</td>
<td>29.29</td>
</tr>
<tr>
<td>Driver, Heavy</td>
<td>25.53</td>
</tr>
<tr>
<td>Driver</td>
<td>24.52</td>
</tr>
<tr>
<td>Driver Helper</td>
<td>23.16</td>
</tr>
</tbody>
</table>
This schedule includes a two and sixty-five hundredths (2.65) percent increase to hourly rates effective February 1, 2015.

SECTION 35.2

First Reopener for Wage Negotiations: It is agreed that upon written notice of at least sixty (60) days prior to the 28th day of February, 2016, either party may choose to reopen this Agreement, but solely for the purpose of negotiating base wage rates for the period March 1, 2016 through February 28, 2017. During such period of reopener, all of the terms and conditions of this Agreement shall remain closed, and in full force and effect.

SECTION 35.3

Second Reopener for Wage Negotiations: It is agreed that upon written notice of at least sixty (60) days prior the 28th day of February 2017, either party may choose to reopen this Agreement, but solely for the purpose of negotiating base wage rates for the period March 1, 2017 through February 28, 2018. During such period of reopener, all of the terms and conditions of this Agreement shall remain closed, and in full force and effect.

SECTION 35.4

New full-time regular employees shall be paid 25 cents less than the current rate of pay in their classification for the first ninety (90) days of employment. At the end of ninety (90) days of employment, they will be increased to the current rate for their classification.

SECTION 35.5

An employee from a lower classification required to perform one (1) hour or more per day in a classification paying a higher rate of pay per hour shall receive the higher rate of pay for that day. If an employee performs at a lower classification, he/she shall receive the regular rate of pay for that day. If the employee is being trained for the Heavy Driver Classification, he/she receives pay at the lower rate for a training period not to exceed thirty (30) days. If the employee completes the training period and is qualified, when he/she substitutes he/she shall receive pay at the higher classification.

SECTION 35.6

[INTENTIONALLY LEFT BLANK]
SECTION 35.7

An employee shall receive a shift differential of fifty cents ($0.50) per hour over his/her straight time hourly rate for hours worked between 6:00 pm and 6:00 am. Shift differential will not be paid for hours for which an employee is paid at a time-and-half or double-time rate.

ARTICLE XXXVI

PERSONNEL FOLDERS

SECTION 36.1

It shall be the responsibility of every employee to keep the Employer informed of his/her current address and telephone number. Employer notification to an employee shall be sufficient if made personally, by written memorandum, by mail, or email addressed to the employee's last known address as shown on the personnel record maintained by the Employer, or where appropriate, by telephone call to the number provided by the employee; provided that when an employee is recalled from a layoff, notification will be by registered or certified mail.

SECTION 36.2

An employee shall have the right, upon reasonable notice and during normal business hours at a time not interfering with normal operations and not conflicting with the employee's work assignment, to review his/her personnel file in the Human Resource Services Department in the presence of a representative of that Department as designated by the Employer. The employee may request that a Union representative be present during such review.

ARTICLE XXXVII

NONDISCRIMINATION

SECTION 37.1

Neither the Employer nor the Union shall discriminate against any employee on any basis prohibited by law.
ARTICLE XXXVIII

EMPLOYEE BENEFITS PROGRAMS

SECTION 38.1

The Employee shall have the opportunity to participate in the following Employer Benefits programs according to the terms and conditions thereof as in effect from time to time:

Health Insurance
Long-Term Disability Insurance
Life Insurance
Retirement Plan

Any changes in the above programs shall apply to employees covered by this Agreement.

The provisions and the administration of the above plans shall be in conformance with the Employer’s policy and as such the grievance and arbitration provisions of this Agreement shall not apply.
ARTICLE XXXIX

EDUCATIONAL OPPORTUNITIES

SECTION 39.1

Employees covered by this Agreement shall be eligible for such Tuition Benefits Program of the Employer as may be in effect from time to time, according to such terms, and subject to such conditions, as such Program may contain.

ARTICLE XL

EQUIPMENT, ACCIDENT REPORTS

SECTION 40.1

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety devices prescribed by law.

SECTION 40.2

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment. The term “dangerous conditions of work” does not relate to the type of cargo which is hauled or handled.

SECTION 40.3

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the Employer, the employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident. The employee shall receive a copy of the accident report that he submits to the Employer. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

SECTION 40.4

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical
department. All equipment which is refused because it is not mechanically sound shall be appropriately tagged so that it cannot be used by other drivers until the complaint has been satisfactorily adjusted.

SECTION 40.5

When the occasion arises where any employee gives a written report on forms in use by the Employer of a vehicle being in an unsafe working or operating condition, and receives no consideration from the Employer, he shall take the matter up with the officers of the Union who will take the matter up with the Employer.

SECTION 40.6

If the Employer requests a regular employee to qualify on equipment requiring a special license or in the event an employee is required to qualify (recognizing seniority) on such equipment in order to obtain a better job opportunity with his Employer, the Employer shall allow such regular employee the use of the equipment in order to take the examination.

SECTION 40.7

Upon the suspension of a full-time employee’s driver permit, he/she shall be given the opportunity to work as a helper for a maximum of six (6) months. At the completion of the six (6) months, or before, dependent on the completion of the driver’s permit suspension period, the employee may be returned to his/her position. If the suspension is not completed in six (6) months or less, the Employer shall not be obligated to retain the employee on the rolls. The Employer will consider an extension of the six (6) month period based upon individual circumstance. There shall be no more than two full-time employees on this provision at any one time.

ARTICLE XLI

SEPARABILITY CLAUSE

SECTION 41.1

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination, as to its validity, the remainder of this Agreement and of any supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
SECTION 41.2

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitations of time for such written notice.

SECTION 41.3

The Employer agrees not to enter into any agreement or contract with the employees in the bargaining unit, individually or collectively which in any way conflicts with the terms and provisions of this Agreement without prior agreement by the Union.

ARTICLE XLII

TERMINATION CLAUSE

SECTION 42.1

This Agreement shall be in full force and effective from February 1, 2015 to and including the 28th day of February 2018 and shall continue from year to year hereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

SECTION 42.2

Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to February 28, 2018 or February 28 of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

SECTION 42.3

Revisions agreed upon or ordered shall be effective as of February 28, 2018 or February 28 of any subsequent contract year. The respective parties shall be permitted all legal or economic resources to support their requests for revisions if the parties fail to agree thereon.
SECTION 42.4

In the event of an inadvertent failure by either party to give the notice set forth in Section 42.1 and Section 42.2 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions in this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal on the dates set forth below, to be effective as of February 1, 2015.

THE DRIVERS, CHAUFFEURS AND HELPERS, LOCAL UNION 639 OF WASHINGTON, D.C.

WILLIAM SETTLES
BUSINESS AGENT

Date: February 27, 2015

THE GEORGE WASHINGTON UNIVERSITY

LOUIS H. KATZ
EXECUTIVE VICE PRESIDENT AND TREASURER

Date: February 7, 2015