

**AGREEMENT**  
**BETWEEN**  
**PSSI STADIUM LLC**  
**AND**  
**PITTSBURGH STADIUM INDEPENDENT**  
**EMPLOYEES UNION**

**March 1, 2017**

**TO**

**February 28, 2022**

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## **AGREEMENT**

This Agreement is entered into and is effective March 1, 2017, by and between PSSI STADIUM LLC, hereinafter the "Employer," and the PITTSBURGH STADIUM INDEPENDENT EMPLOYEES UNION, hereinafter the "Union."

### **ARTICLE I - RECOGNITION**

1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing rates of pay and other terms and conditions of employment for the unit of employees consisting of certain individuals employed by the Employer at Heinz Field, specifically Event Day Attendants, Club Level Section Bowl Attendants, Event Day Ticket Takers, and Ticket Sellers, but excluding customer service representatives, Heinz Field cleaning employees, all interior club level area and suite level employees, Heinz Field Maintenance Workers, elevator attendants, non-ticket required restricted entrance gate attendants, office and clerical employees, guards, professional employees, any other Heinz Field employees of whatever title or function, and supervisors as defined in the National Labor Relations Act. Employees covered by this Agreement shall perform the four jobs of Event Day Attendant, Club Level Section Bowl Attendant, Event Day Ticket Taker and Ticket Seller. The duties of such jobs shall be as generally described herein, but such duties shall not preclude the assignment of other duties to those jobs by the Employer. The jobs of Event Day Attendant and Club Level Section Bowl Attendant will assist and seat fans in the Heinz Field seating areas (but not the interior club level area or suite levels or any future established new or additional premium seating areas), the job of Event Day Ticket Taker will welcome customers to Heinz Field and process tickets at Heinz Field entry points, all as exclusively assigned by the Employer. The job

of Ticket Seller will sell tickets at Heinz Field box office ticket locations and/or service the Heinz Field will-call window(s).

2. Notwithstanding any other provisions of this Agreement, the Union recognizes that other individuals will be employed from time to time to work at Heinz Field by other entities. The Union agrees that employees covered by this Agreement will work cooperatively with any such other individuals employed at Heinz Field so that the highest level of customer service is provided to Patrons. The Union further agrees that the Employer may, from time to time, in its sole discretion, assign various work tasks of a similar nature not covered by this Agreement to members of the bargaining unit capable of performing such tasks, and that such non-unit work will be performed under the terms of this Agreement; provided, however, that such work shall not be considered bargaining unit work and members of the bargaining unit shall not acquire any right to the performance of such work in the future. The Employer's failure or refusal to assign any such work to members of the unit shall not constitute a violation of this Agreement.

3. This Agreement shall be applicable to the Pittsburgh Steelers and University of Pittsburgh Football games and to other events which occur on the Heinz Field bowl and require Event Day Staff where the sale of paid admissions occurs through the Heinz Field box office.

4. Nothing in this Agreement shall obligate the Employer to use bargaining unit personnel for events which take place in the parking lots around the Heinz Field building. However, if the Employer hires personnel for an Event in such parking lots, the Employer will give Union represented employees an opportunity to work at wage rates being made available to non-bargaining unit, outside personnel.

## **ARTICLE II - UNION SECURITY AND CHECK-OFF**

1. The Employer agrees that as a condition of employment, all employees covered by this Agreement shall become and remain a member of the Union following completion of thirty (30) days of employment.

2. The Employer will deduct monthly dues, assessments and initiation fees from the first pay each month of any employee from whom written authorization in proper legal form has been received. Monies so deducted shall be sent to the Union on or before the 20th of each month.

3. The Union shall indemnify and hold the Employer harmless against any and all suits, claims, demands and liabilities that may arise out of or by reason of any action taken by the Employer to comply with the provisions of this Article.

4. No Union members shall be discriminated against or discharged for their activity as a Union member or for serving in the interest of the Union.

## **ARTICLE III - NO TIPPING**

1. Employees covered by this Agreement, except as set forth in Paragraph 2 below, are prohibited from accepting tips, gratuities or any other payment from Patrons. At no time may an employee solicit or pressure a Patron to offer a tip by holding out his hand before money is offered, failing to move promptly out of the Patron's way, staring down a Patron until a tip is offered, or any other similar conduct. For purposes of this Article, the term Patron shall include all persons attending events at Heinz Field and all persons and entities doing business with the Employer. It is expressly agreed that any violation of this rule is just cause for immediate discharge. The Employer may, at its option, post signage throughout Heinz Field concerning tipping.

2. As a Sole Exception to the provisions of this Article III, an employee working as an Event Day Attendant may accept a voluntarily tendered tip from a Patron for seating the Patron, provided that at no time will an Event Day Attendant solicit or pressure a Patron to offer a tip by, for example, holding out his/her hand before money is voluntarily offered.

#### **ARTICLE IV - MANAGEMENT RIGHTS**

1. The Union acknowledges and agrees that it is the responsibility of each employee covered by this Agreement to provide the highest level of customer service to Patrons attending Heinz Field events. Each employee must act in a friendly, courteous and professional manner toward each Patron. Each employee's interaction with Patrons should add to the overall enjoyment of all Patrons attending the event. Each employee must orally greet and interact positively with the Patron, for example, with phrases such as "Welcome to Heinz Field" and "Enjoy the game."

2. The management of the Employer's operations and direction of the working forces, including but not limited to, the right to employ, schedule, promote, train, transfer, assign and reassign duty stations and job functions to employees; lay off, discipline, suspend, and discharge employees for just cause; assign work and determine the number of employees and hours to be worked; increase and decrease the working force; establish and maintain performance standards, and methods of performance; and the right to make such reasonable rules and regulations in connection with the Employer's Heinz Field operations and the conduct and duties of its employees are vested exclusively in the Employer, subject only to such express limitations as are specifically set forth in this Agreement.

3. The Employer from time to time may conclude that changes and modifications to staffing requirements should occur. When such situations arise, the Employer will explain the changed staffing requirements to the Union.

4. The highest standard of efficiency and service to all Patrons shall be maintained by all employees.

#### **ARTICLE V - SCHEDULING AND HOURS OF WORK**

1. The employer shall have the sole and exclusive right to schedule the work force and to change schedules to meet the needs of Heinz Field operations. The Employer shall have the right to adopt a procedure for scheduling, and to change such procedure for scheduling, as it deems appropriate. All employees shall be required to work eighty percent of University of Pittsburgh football events for which they are scheduled and eighty percent of Pittsburgh Steelers football events for which they are scheduled each football season in order to remain an employee covered by this Agreement, unless such absences are excused as an approved leave of absence or are due to a medical disability for which medical proof satisfactory to the Employer has been tendered; provided, however, that: (1) any employee holding a permanent, full time job with another employer, which job requires the employee to work on a Saturday at the same time (including required travel time to get to Heinz Field) as an Event is scheduled, (2) any employee who is unable to work for the same reason as that set forth in (1) preceding (but not limited solely to Saturdays) and because the starting time of the Event was changed from the original scheduled starting time, and (3) any employee who has a vacation scheduled during an Event, where the vacation was scheduled prior to April 1<sup>st</sup> and the employee provided proper documentation to the Employer by April 1<sup>st</sup> demonstrating the pre-scheduled vacation, will have all such Events disregarded in calculating the required percentage work requirement. With



respect to leave of absence requests, such requests must be submitted to PSSI management by regular mail, fax, e-mail or hand delivery at least 15 days in advance of the event for which the leave of absence is requested. The employee will be notified within 10 calendar days of receipt of the request whether the leave of absence request is granted or denied.

2. The Employer shall have the sole, exclusive, absolute, and final right to hire, assign, remove from assignment, and determine who will work the job of Club Level Section Bowl Attendant. Seniority or relative seniority will be totally inapplicable to any aspect of such Club Level Section Bowl Attendant job. No such hiring, assignment, or removal determination, all as exclusively determined by the Employer, shall be subject in any respect to either the grievance or arbitration procedure.

3. In order of seniority applied separately to the jobs of Event Day Attendant and Event Day Ticket Taker, each employee may submit to the Employer the employee's bid for an Event day work assignment location. To the extent such assignments are needed for any Event, the Employer, in order of seniority, will honor the employees work assignment request; provided, however, (1) the Employer shall have the final and exclusive right to assign or reassign employees to any section, level or area of Heinz Field; and (2) that should it be necessary to service an Event to move individuals from the work assignment of Event Day Attendant to Ticket Taker or visa versa, the Employer shall have the exclusive and final right to make such duty station reassignment; and (3) should additional Event Day Ticket Takers be needed for an Event, Ticket Sellers will have the first option, in descending order of seniority, to fill such Ticket Taker work assignment. Otherwise, in making any such reassignment, the Employer will make a maximum effort to reassign the least senior employees working the job from which the reassignment is to be made. Notwithstanding the proceeding sentence, it is expressly understood

and agreed that should the Employer reassign an employee who is not, in the Union's opinion, the proper employee to be reassigned, no grievance concerning such reassignment shall be subject either to the grievance or arbitration procedure and the Employer shall be held absolutely harmless from any claim for lost wages or other relief of any kind as a consequence of the Employer's reassignment action.

4. Employees will report for work at the time determined by the Employer and, provided they report as directed, will be paid from the time they actually report. Employees may not leave their work station before the end of the Event without the permission of a representative of the Employer. Unless otherwise relieved from duty, Event Day staff will continue to be paid until ten minutes after the final gun or after the end of a post game attraction, such as fireworks. Ticket Sellers and any individual assigned as a Ticket Taker will normally work a minimum three hour shift and be paid for three hours of work unless specifically required to work more hours by the Employer. Each Event Day employee, irrespective of where assigned, shall assist with Heinz Field Security by promptly reporting smoking or Patron disturbances, or other inappropriate Patron conduct, to Heinz Field Security.

5. While the Employer will make a good faith effort to hire and assign a sufficient number of employees to staff all needed bargaining unit jobs, if a sufficient number of employees do not sign up for work or do not report for work as scheduled for any Event, the Employer is free to supply the needed number of employees from any other source.

6. If an employee is scheduled to work a particular event, and does not show up for that event for any reason, subject to paragraph 7 below, such employee will be subject to progressive discipline. Discipline pursuant to this paragraph will run for the duration of August 1 through February 28 and progressive discipline will begin anew each August 1.

7. The only exceptions to application of discipline as set forth in paragraph 6 above are as follows, provided the employee shall have notified the Employer of the employee's intent to be absent at least five (5) hours prior to the employee's scheduled starting time.

- (a) if there is the death of an employee's immediate family member within three (3) days preceding the Event; immediate family member shall mean spouse, parent, child or sibling; or
- (b) the employee's full-time employer requires the employee to stay for unanticipated, mandatory overtime, and verification of such overtime work is provided by the employee who shall request his full-time employer to furnish the employee with copies of payroll records showing the overtime hours actually worked, which records shall be submitted by the employee to the Employer to verify the legitimacy of the absence; or
- (c) the employee experiences a very serious personal or medical circumstance, which is verified by appropriate documentary evidence.

#### **ARTICLE VI - SENIORITY**

1. The term "seniority," as used in this Agreement shall mean each employee's length of continuous service with the Employer calculated from date of first employment by PSSI; provided, however, that, for any individual formerly employed at Three Rivers Stadium and represented by Local Union 508, for purposes of establishing relative seniority only, such individual's Three Rivers Stadium seniority date will be used.

2. A new employee will be regarded as a probationary employee until such employee has actually worked ten (10) Events following his or her hiring date. After actually working ten (10) Events, or at the end of 365 days from date of hire, whichever first occurs, an

employee shall become a regular, non-probationary employee, and his or her name shall be placed upon the regular employee Seniority Roster. When an employee completes the probationary period, the employee's service shall be retroactive to the employee's initial date of hire. A probationary employee will have no seniority rights; the retention of a probationary employee as an employee is entirely within the sole discretion of the Employer, and discharge of a probationary employee will not be subject to challenge in the grievance and arbitration procedure. Employees formerly represented by Local Union 508 who completed a probationary period while working at Three Rivers Stadium or Forbes Field shall not be subject to a new probationary period.

3. Employees with the greatest length of seniority will have the first opportunity to work, so long as the employee is able to perform the job. Any tie in length of service shall be broken by a coin flip.

4. In the event of a reduction in the work force, seniority shall be applied by each job classification.

5. On or about each January 1 and July 1 of each year, the Employer shall establish and publish a complete Seniority Roster showing all employees by seniority ranking and setting forth the seniority date of each employee. If no exceptions are filed by the Union within thirty (30) days after such Roster has been furnished to the Union, the Roster will be considered correct.

6. An employee who has completed his probationary period shall lose seniority and have the employee's employment terminated if the employee is off because of layoff or illness as follows:

- (a) Layoff – more than eighteen (18) continuous months.

- (b) Non-Work Related Illness or injury – more than twenty-four (24) continuous months.
- (c) Job-Related Illness or Injury – more than sixteen (16) continuous months.

7. An employee's seniority and employment will be terminated and broken when an employee:

- (a) quits or retires;
- (b) is discharged for just cause;
- (c) fails to return to work when scheduled from an approved leave of absence;
- (d) is absent for three consecutive work days without reporting off;
- (e) fails to work the minimum number of games stated in Article V-1, unless such absences are excused as an approved leave of absence or are due to a medical disability for which medical proof satisfactory to the Employer has been provided. If any employee fails to meet the requirements of this subparagraph, the employee will lose all seniority and the employee will be terminated from employment.

8. A leave of absence without pay may be granted by the Employer to an employee upon request for good and sufficient cause, including transfer of employment and medical reasons. No leaves of absence will be granted after August 1st of any year except for an extreme emergency. Employees requesting a leave of absence shall notify the Employer in writing, with copies to the Union President and Recording Secretary. The Employer will notify the employee as to the grant of his or her leave of absence in writing. A leave of absence shall be for a specified period of time not to exceed one (1) year. Employees shall be granted a leave of absence for military service as required by law.

## **ARTICLE VII - DISCIPLINARY ACTION**

1. An employee, other than a probationary employee, shall not be disciplined or discharged except for just cause. An employee will be suspended for a minimum of three days prior to such suspension being converted to discharge.

2. Employees shall be required to adhere to all reasonable work rules established by the Employer for Event Day employees. It is specifically agreed that any incident involving the acceptance of tips or gratuities (other than as permitted by the Sole Exception set forth in paragraph 2 of Article III of this Agreement), selling of seats, selling unauthorized admission to Heinz Field, knowingly permitting any individual to enter Heinz Field or to occupy a seat for which the individual does not possess a valid ticket, any type of theft or attempted theft, or gambling is, among other causes, just cause for immediate discharge.

## **ARTICLE VIII - DISCIPLINE BASED ON PATRON COMPLAINTS**

1. In addition to disciplinary action taken under Article VII above, discipline may also be issued under the following special procedure. This procedure is adopted because customer service, of the highest quality, must be the highest priority of all employees covered by this Agreement.

- (a) If the Employer receives one written complaint from a Patron(s) involving an employee's performance of his/her job duties at a Pittsburgh Steelers or University of Pittsburgh Football Event, the Employer may immediately reassign such employee to a different section on any level throughout the stadium. Such reassignment will be effective for up to 3 Pittsburgh Steelers or University of Pittsburgh Football Events as the case may be.

- (b) If the Employer receives two written complaints from Patrons involving separate incidents and concerning an employee's performance of his/her job duties, the Employer will have the right in its sole discretion to suspend the employee for two (2) Events. Prior to issuing such discipline, a representative will meet with the employee to give the employee an opportunity to discuss the complaints. Such disciplinary action will not be subject to the grievance procedure and shall become part of the employee's disciplinary record.
- (c) If after the two (2) Event suspension, and during the same calendar year, the Employer receives an additional Patron complaint, which is made in writing by the Patron, concerning the employee's job performance, the Employer will have the right in its sole discretion to again suspend the employee for two (2) Events or to discipline the employee up to and including discharge. Prior to issuing such discipline, a representative will meet with the employee to give the employee an opportunity to discuss the complaints. If the Employer issues a second two (2) Event suspension, such disciplinary action will not be subject to the grievance procedure and shall become part of the employee's disciplinary record. If the employer discharges the employee, the Union reserves the right to challenge a discharge in arbitration.
- (d) In any arbitration under this Article, it is agreed that: (1) the Company has the right to introduce the written Patron complaints, (2) the Union waives all hearsay objections to those written Patron complaints, (3) the arbitrator

shall have the ultimate authority to determine the weight of the evidence in each case, and (4) customer service of the highest quality is the most important responsibility of each employee's job.

- (e) Neither the Union nor any employee will subpoena, call or otherwise contact any Patron who has made a written complaint against an employee.
- (f) The disciplinary procedures contained in this Article shall run from August 1 through February 28 and shall begin anew each August 1.
- (g) The employee will be advised of any written complaint that is submitted against him by a Patron and the nature of the complaint.

#### **ARTICLE IX - GRIEVANCE AND ARBITRATION**

1. A grievance is defined as any complaint by any employee or the Employer concerning the effect or interpretation, or a claim of breach, of this Agreement.

2. To file a grievance, the grievance must be reduced to writing on the form provided by the Employer, signed by each aggrieved employee and by authorized union representatives of the Union, provided that group grievances which seek a monetary remedy for more than three employees may be signed solely by the authorized union representatives. A grievance must be submitted to the Director – Heinz Field Operations or the Director's designated representative not later than twenty (20) calendar days following the act or occurrence which gives rise to the grievance. In cases where an employee is disciplined, the time limits shall begin to run on the date the discipline is issued to the employee. Should the Union or employee fail to file a grievance within twenty (20) calendar days of the act or



occurrence which gives rise to the grievance, said grievance shall be untimely and the Employer shall not be bound to proceed to discuss or arbitrate the issue.

3. The Director – Heinz Field Operations, or the Director's designee, and the designated Union representative shall meet in Step 1 for a discussion of the Grievance within ten (10) calendar days after the Employer's receipt of the written grievance. The time and place of the meeting shall be agreed upon by the Union and the Employer. The time limits set forth herein may be extended by mutual agreement. Within ten (10) calendar days following the grievance meeting, the Employer shall issue its written answer.

4. If the meeting and the answer do not result in a settlement of the grievance, the Union, upon written notice to the Director – Heinz Field Operations, or the Director's designee, within ten (10) days after issuance of the Employer's written answer, may promptly submit the grievance for arbitration. If the Union and the Employer are unable to agree upon the choice of an arbitrator, FMCS shall be asked to furnish a list of seven NAA member arbitrators. The Union and then the Employer shall alternatively strike one (1) name from the list, and the individual whose name is the last remaining shall be the arbitrator. The decision of the arbitrator shall be in writing, shall be limited to the grievance as stated and shall be final and binding upon the parties. The arbitrator may not add to, amend or detract from the terms of this Agreement. The expense of the arbitrator shall be borne equally by the parties.

Prior to arbitration the parties may agree to use mediation as a means to attempt to resolve the grievance.

#### **ARTICLE X - NO STRIKES, NO LOCKOUTS**

1. There shall be no strike, sympathy strike, jurisdictional strike, recognitional strike, slowdown, sabotage, work to rule, sickout, sitdown, picketing of any type (including

informational picketing), handbilling, boycott, interruption of work or any other similar activity of any type. The Union signatory to this Agreement, and its members, agrees not to initiate, authorize, sanction, participate in, condone, or permit its members to engage in any such activity. Failure of any employee covered by this Agreement to cross any picket line established by any Union, signatory or non-signatory to this Agreement, or by any other organization or individual at or in proximity to Heinz Field, is a violation of this Article. Employees shall be subject to discipline up to and including discharge for violation of the provisions of this Article.

2. The Union shall not sanction, aid or abet, encourage or condone any conduct or activity in violation of this Article, and shall undertake all reasonable means to prevent or terminate any such conduct immediately. No employee shall engage in activities which violate this Article.

3. The Employer agrees that it shall not lock out the bargaining unit during the term of this Agreement.

**ARTICLE XI - RATES OF PAY**

1. Rates of Pay for each hour of actual work (fractional hours prorated) shall be:

<u>Classification</u>	<u>4/1/17</u>	<u>4/1/18</u>	<u>4/1/19</u>	<u>4/1/20</u>	<u>4/1/21</u>
<u>Event Day Attendant</u>	12.10	12.35	12.60	12.85	13.10
<u>Club Level Section</u>	17.60	17.85	18.10	18.35	18.60
<u>Bowl Attendant</u>					
<u>Event Day Ticket Taker</u>	19.35	19.60	19.85	20.10	20.35
<u>Ticket Seller</u>	19.35	19.60	19.85	20.10	20.35

2. Each employee who works a Pittsburgh Steelers football Event will be paid three dollars (\$3.00) for meal money in addition to the Rates of Pay set forth in paragraph 1 above.

No meal money will be paid for University of Pittsburgh football games or for any other Event.

3. The Employer will assign a total of three employees, two of whom shall be the PSIEU President and Vice President, with the third (subject to PSSI management approval) to be designated by the PSIEU President, to the work assignment of Heinz Field Leader, provided, however, that if twelve (12) or more Ticket Sellers are used for any Event, the Employer will assign a total of four employees to the work assignment of Heinz Field Leader, with the fourth Leader also subject to PSSI management approval. The Heinz Field Leader will be paid the Event Day Ticket Taker rate of pay set forth in Paragraph 1 above, will assist in the coordination of work within jobs covered by this Agreement, and will also perform hands-on work as assigned by the Employer. In addition, the Employer will assign two employees (or one if four Leaders are utilized), who shall be designated by the PSIEU President, to the work assignment of Heinz Field Working Leader. A Heinz Field Working Leader will perform the essential duties of the assigned individuals incumbent job, but will be paid the Ticket Taker rate of pay set forth in Paragraph 1 above. The Heinz Field Working Leader will also be available to assist as needed in the coordination of work within jobs covered by this Agreement.

#### **ARTICLE XII - UNIFORMS**

1. In order to be eligible to work, employees shall wear uniforms as prescribed and supplied by the Employer. Outer jackets issued to employees for wear at Heinz Field shall be worn by Employees only during Events and while traveling directly to and from Events. An employee shall not wear uniform items or outer jackets for personal use and shall maintain all uniform items in good condition. Employees shall provide and wear solid black shoes and black

socks or hose at their own expense, except that winter boots may be worn during Events occurring during cold or inclement weather. The Employer will replace, on an exchange basis, uniform items which become worn out or damaged while at work. While at work, employees may not wear buttons or insignias other than such as may be required by the Employer.

### **ARTICLE XIII - STANDARD OF PERFORMANCE**

1. Employees are prohibited from eating or drinking while in public view at their work station. An employee may not leave his work station, other than for necessary restroom breaks and to take a rest and/or food break at a time predetermined by the Employer, unless the employee has permission to do so from a representative of the Employer. During the course of the Event, Event Day Staff must address in a professional manner situations which may impact the Patron's enjoyment of the Event, including preventing persons entering or remaining in their area who do not have appropriate tickets.

### **ARTICLE XIV - MANDATORY TRAINING**

1. All employees will be required to successfully complete any required instructional training in order to be eligible to be placed on the work schedule, including the Customer Service Training sessions, which may be held either prior to the start of football season or during the course of the season, or both. The training sessions shall be scheduled at least two weeks in advance. To the extent possible, Training sessions will be scheduled not to conflict with events at PNC Park. Employees will be paid \$10.50 per hour for the period March 1, 2017 through February 28, 2022, for attending the Customer Service Training sessions.

## **ARTICLE XV - DRUG AND ALCOHOL POLICY**

1. The parties to this Agreement recognize the negative impact substance abuse has on productivity, employee safety and employee health. The parties, therefore, agree that the Employer may test employees for drugs or alcohol usage as specified below. All drug or alcohol test results will be treated as confidential information and will be disclosed only on a need-to-know basis. The Employer may test:

- (a) For drug or alcohol usage as part of any pre-employment physical examination.
- (b) For drug or alcohol usage as part of a return to work physical examination for any employee who has been off work for thirty (30) days or more.
- (c) For drug or alcohol usage where there is reasonable suspicion of drug or alcohol use. Reasonable suspicion is defined as meaning the smell of alcohol on breath, erratic behavior, or other circumstances or occurrences reasonably supporting a conclusion that an employee may be under the influence of drugs or alcohol on Heinz Field property.
- (d) For drug or alcohol usage of any employee who, either before or after date of hire at Heinz Field, has been a patient in any drug or alcohol rehabilitation program; provided, however, that the Employer's right to test pursuant to this paragraph will be effective only for 730 days after the employee completes or is released from the rehabilitation program. For any such employee, the Employer may test for drug or alcohol usage at any time and for any reason.

2. Employees who test positive for drug and/or alcohol use, or who report for work under the influence of drugs and/or alcohol, are subject to progressive discipline up to and

including discharge. As an exception to the foregoing, an employee who violates the requirements of Paragraph 1 or 2 of this Article will be entitled, on a one-time basis only, to enter and complete an approved drug and alcohol rehabilitation program in lieu of discipline; provided, however, that any such employee will not be returned to active employment unless: (1) the employee furnishes evidence to the Employer that the employee has satisfactorily completed the rehabilitation program, and (2) the employee passes a pre-reemployment drug and alcohol drug test.

3. Employees who refuse to take a drug or alcohol test authorized in subparagraphs a. through d. of paragraph 1 above or whose test sample shows the presence of any substance designed to adulterate their test sample will be suspended immediately pending discharge.

4. If the Employer requires an employee to be drug tested, the Employer will pay the cost of the initial test and utilize a split sample test procedure with the employee having the right to a test of the split sample at the employee's own expense. If the split sample shows that the first test was a false positive, the Employer will reimburse the employee for the expense of having the split sample tested. The Union will be notified of any employee testing, provided that testing shall not be delayed thereby.

#### **ARTICLE XVI - SEVERABILITY**

1. In the event any of the terms or provisions of this Agreement shall become invalid or unenforceable by reason of any applicable federal or state law, directive order, rule or regulation now existing or hereinafter enacted or issued, or any decision of a court of last resort, such invalidity or unenforceability shall not affect or impair any other terms or provisions thereof.

**ARTICLE XVII - BINDING CLAUSE**

1. This Agreement is the full and complete understanding on all questions or issues dealing with wages, hours, terms and conditions of employment between the parties. The Employer and the Union expressly agree that, during the term of this Agreement, there shall be no reopenings for collective bargaining negotiations or demand therefore as to any matter or issue not covered by the provisions of this Agreement or for the renegotiation of any provision of this Agreement. Any and all future Agreements which add to, delete, or in any way change this Agreement, in order to be valid, shall be in writing signed by the Union President and the President of PSSI Stadium LLC.

**ARTICLE XVIII - DURATION**

1. This Agreement shall become effective as of March 1, 2017 and shall continue in full force and effect until 11:59 p.m. on February 28, 2022. Sixty (60) days prior to February 28, 2022 either party may, in writing, notify the other of its desire to continue, modify or terminate the within Agreement.

Within thirty (30) days following such notice, the parties shall meet for the purpose of negotiating the matters involved in the aforesaid notice.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this \_\_\_\_\_ day of June, 2017.

PITTSBURGH STADIUM INDEPENDENT  
EMPLOYEES UNION

PSSI STADIUM LLC

\_\_\_\_\_  
Joseph O'Toole  
President, Pittsburgh Stadium  
Independent Employees Union

\_\_\_\_\_  
Arthur J. Rooney, II, President

March 1, 2011

Joseph O'Toole, President  
Pittsburgh Stadium Independent  
Employees Union  
440 Camfield Street  
Pittsburgh, PA 15210

Re: Former Three Rivers Stadium Watchers Position

Dear Mr. O'Toole:

This will confirm our agreement, reached during negotiation of the March 1, 2011 collective bargaining agreement between PSSI Stadium LLC and Pittsburgh Stadium Independent Employees Union, pertaining to the former Three Rivers Stadium job of Watcher.

We agree as follows:

1. Whether or not a position containing some, but not all, of the duties of discontinued Three Rivers Stadium Watcher job will be utilized at Heinz Field will be exclusively determined by the Employer.

2. In the event the following duties are deemed by the Employer to be needed at Heinz Field, and hence must be performed by someone, the position that will perform the designated duties will be a bargaining unit position called "Gate Relief." The Gate Relief position will be responsible for the following: making certain ticket entry gates are adequately manned; advising Ticket Takers, as necessary, on proper ticket taking procedures; making certain in-coming Patrons move quickly, evenly, and efficiently through all gates; in an emergency, or for breaks, taking tickets at an entry gate; assisting handicapped Patrons or



attending to similar special needs of Event Patrons; dealing with and attempting to resolve ticket related problems such as reentry issues, wrong tickets, individuals without tickets, and so forth.

3. In the event the Employer elects to have some or all of the duties listed in paragraph 2 above performed, we agree that if three Heinz Field Gates are utilized for an Event, three Gate Relief positions, (as well as such additional Gate Relief positions as may be deemed by the Employer to be needed), will be established and manned, provided, however that, the Employer may assign a Gate Relief employee to work at any location in Heinz Field as determined by the Employer. The Gate Relief Position will be worked by the senior incumbent Ticket Taker who desires to work the Gate Relief position.

Very truly yours,

Arthur J. Rooney, II, President  
PSSI Stadium LLC

AJR:

March 1, 2011

Joseph O'Toole, President  
Pittsburgh Stadium Independent  
Employees Union  
440 Camfield Street  
Pittsburgh, PA 15210

Re: Employee Event Sign Up Procedure

Dear Mr. O'Toole:

This will confirm our agreement, reached during negotiation of the March 1, 2011 collective bargaining agreement (CBA) between PSSI Stadium LLC and Pittsburgh Stadium Independent Employees Union, as to the sign up procedure PSIEU represented employees will be expected to follow during the term of the CBA. We agree as follows:

Approximately three weeks prior to the month in which an Event will occur, a list of all Events, and the reporting times for each Event, occurring in the month to be scheduled will be mailed to each employee on the PSIEU seniority list. For the period March 1, 2011 through September 30, 2011, each employee must sign up to work by returning the sign up sheet form to PSSI offices by regular mail, fax, e-mail or hand delivery no later than the 21st day of the month preceding the month being scheduled. On and after October 1, 2011, each employee, without exception, will be expected to utilize the PSSI online system to advise PSSI no later than the 21st day of the month preceding the month being scheduled whether the employee will commit to

work one or more of the listed Events. The employee must utilize the PSSI online system to sign up to work each Event.

As an exception to the requirements of the preceding, should the starting time of an Event be undetermined when the list of Events is prepared and mailed, the employee may either sign up to work the Event or, with respect to any such Event only, wait until the start time of the Event is finally determined and announced by the Event sponsor. When the start time of the Event is announced by the Event sponsor, the Employee will have 48 hours to notify PSSI Stadium LLC management, using the PSSI online system, that the employee will work the Event. Heinz Field management will determine, in seniority order, who will work each Event and notify those employees whose seniority does not entitle them to work an Event or Events of that fact.

Any employee who does not sign up for the event online, or provide the 48 hour notice described in the preceding paragraph, will not be scheduled to work any Event listed on the form for the month being scheduled, provided, however, that if the employee's seniority would have entitled the employee to work an Event or Events, the employee shall have all such Events counted as an absence for purposes of the eighty percent rule set forth at Article V-1 of the CBA.

If any employee has signed up to work an Event, but is unable to swipe in on time due to (1) an entry gate obstruction or (2) because the employee was delayed behind a major accident on a road leading to Heinz Field, or (3) because the Event was held on a week day and traffic was unusually heavy on a road leading to Heinz Field, the employee, after gaining access

to Heinz Field and swiping in, will be permitted to enter the work assignment line at the highest point the employee's seniority will permit, provided, however, that work assignments already made will not be changed, and provided further that any employee who has not signed up for an Event but shows up to work anyway: (1) will be permitted to work if work is available but (2) will go to the back of the work assignment line irrespective of the employee's seniority.

Very truly yours,

Arthur J. Rooney, II,  
President, PSSI Stadium LLC

AJR/

## HEINZ FIELD COLLECTIVE BARGAINING AGREEMENT STATUS

### The Sacco-Thompson-Meyer Legacy

- Collective Bargaining Agreement - Stadium Maintenance Workers  
Teamsters Local Union 250  
Expires February 28, 2015
- Collective Bargaining Agreement - Seat Attendants (Ushers), Ticket Takers and Ticket Sellers  
PSIEU  
Expires February 28, 2017
- Collective Bargaining Agreement - Retail Sales Vendors  
Teamsters Local Union 250  
Expires February 29, 2020

In summary, a long period of labor peace.