# AGREEMENT

**Between**

**CARNEGIE LIBRARY OF PITTSBURGH**

**And**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO, CLC ON BEHALF OF ITS LOCAL 9562**

**Effective: January 7, 2022**

**Expires: November 21, 2025**

## TABLE OF CONTENTS

## Parties to the Agreement

1. This collective-bargaining agreement ("Agreement"), dated this 7th day of January, 2022, is by and between Carnegie Library of Pittsburgh ("Employer") and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC ("USW") on behalf of its Local 9562 ("Local Union"; collectively, "USW" and "Local Union" are "Union").

2. It is the intent and purpose of the Employer and the Union (collectively, "the Parties") that this Agreement will establish and foster cooperative relationships between the Employees represented by the Union and the Employer and to set the rates of pay, hours of work and conditions of employment to be observed by the Parties hereto.

## ARTICLE I - Scope of Representation

The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, hours, and working conditions only on behalf of employees in the bargaining unit ("Employees") and facility as certified by the National Labor Relations Board in Case No. 06-RC-245112, dated August 22, 2019, and revised as follows:

> All full-time and regular part-time library services, support staff, and professional employees at the Employer's 19 public locations, the Library Support Center, and the substitute pool, including all pages, stock handlers, clerks, senior clerks, library assistants, specialists (children's, clerical, school outreach, community engagement, and technology support), nonsupervisory librarians, nonsupervisory senior librarians, technicians, development assistants and associates, SQL database administrators, development database administrators, systems administrators, web developers, designers, service integration leads, programs and partnerships assistants, civic data leads, nonsupervisory digitization & special projects leads, and digitization technicians; excluding all temporary employees, guards, shipping drivers, custodial staff, confidential administrative clerical employees, department managers, library services managers, lead librarians, coordinators, unit heads, library services administrators, directors, and supervisors as defined in the Act.

## ARTICLE II - Union Security

1. For the term of this Agreement, all current and future Employees subject to the terms and conditions of this Agreement shall, as a condition of continued employment, become and remain a member of the Union in good standing or, in lieu thereof, shall pay an agency fee to the Union.

2. Current and future Employees subject to the terms and conditions of this Agreement who choose to become members of the Union shall do so no later than the 30th day following the later of (1) the date this Agreement is ratified or (2) the Employee's date of hire. A member of the Union in good standing means an Employee who has paid their dues and assessments to the Union.

3. Any Employee who does not voluntarily become and remain a member in good standing of the Union shall be required as a condition of continued employment to pay an agency fee as a contribution toward the cost of administration of this Agreement to the Union beginning no later than 30 days after the date of their initial hire as an Employee covered by this Agreement. The amount of such agency fee shall be determined by the Union in accordance with applicable law as a percentage of full dues uniformly required to be paid and initiation fees by those who choose to become members of the Union.

## ARTICLE III - Dues Checkoff

1. For the term of this Agreement and any extension thereto, unless checkoff or expiration of the contractual promise to checkoff is expressly prohibited by law, the Employer will check off dues and agency fees, including where applicable, initiation fees, and assessments, each in amounts as designated by the Union's International Secretary-Treasurer, effective upon receipt of an Employee's individually signed voluntary check-off authorization card while such authorization remains in effect. A copy of the authorization card will be forwarded at the time of signing to the Financial Secretary of the Local Union. The Employer shall within 30 days remit any and all amounts so deducted to the Union's International Secretary-Treasurer with a completed summary of USW Form R-115 or its equivalent.

2. Deductions on the basis of authorization cards submitted to the Employer shall commence with respect to dues for the pay period in which the Employer receives such authorization card or in which such card becomes effective, whichever is later. Dues for each pay period shall be deducted each pay period.

3. On at least a monthly basis, the Employer will notify the Union of the amount of dues transmitted for each Employee (including the hours and earnings used in the calculation of such amount). If no amount is transmitted, the Employer will notify the Union of the reason for non-transmission, such as in the case of transfer, layoff, discharge, resignation, leave of absence, sick leave, retirement, or insufficient earnings.

4. The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits, and liabilities that shall arise out of or by reason of any action taken by the Employer for the purpose of complying with the foregoing provisions.

## ARTICLE IV - Bulletin Boards

At each location, the Employer will provide the Union with bulletin boards in well-travelled, non-work, non-public areas in order to post notices about Union meetings; elections; recreational, educational, and/or social events; or other Union matters. All such notices will be non-derogatory in nature.

## ARTICLE V - Non-Discrimination

It is the policy of the Employer and the Union that the provisions of the Agreement shall be applied without regard to race, color, religion, creed, national origin, ancestry, marital status, pregnancy, disability or disability status, veteran or military status, sex, sexual orientation, gender identity or expression, political affiliation, union status, family status, genetic information, or age.

## ARTICLE VI - Management Rights

1. All rights, powers and authority relating to the operation of Carnegie Library of Pittsburgh and the direction of the workforce are exclusively retained by the Employer and shall not be diminished except as expressly modified, abridged, or restricted by a specific provision of this Agreement or any written amendment or modification agreed to and executed by the Employer and the USW. The rights reserved to the Employer include, but are not limited to: the right to hire, transfer, and promote; to discipline or discharge for just cause; to determine the size of the workforce; the right to establish, change, modify or eliminate job descriptions and classifications; the right to set and determine employee qualifications; the right to assign and schedule work; the right to determine the number and size of facilities, methods of operation; the right to subcontract work; the right to adopt and from time to time modify, change or delete reasonable safety and work rules; the right to decide on the services offered and discontinued; and, the right to take all other action that is either necessary or advisable as determined by the Employer in order to manage and fulfill the Employer's mission.

2. The Employer, in the exercise of its rights, shall observe the provisions of this Agreement.

3. The exercise of any right in a certain way or failure on the part of the Employer to exercise any of these rights from time to time shall not be considered as a waiver or prevent the Employer from exercising such right in the future in some other way so long as not in conflict with another expressed provision of this Agreement.

## ARTICLE VII - Subcontracting

The Parties agree that the Employer has the right to subcontract work to be performed in the Employer's facilities, provided, however, that said subcontracting does not result in the layoff of any Employee or a reduction of work below the normal workweek.

## ARTICLE VIII - Performance of Bargaining Unit Work

The Employer agrees that supervisors and other non-bargaining unit employees shall not regularly perform work that is recognized as the work of the Employees where such would cause any Employee to lose time from the Employee's regular schedule. It is understood, however, that such work may be performed where it is minimal; in cases of emergency or other causes beyond the control of the Employer; for purposes of training; or when Employees are absent from work or otherwise unavailable.

## ARTICLE IX - Seniority

1. Seniority will be measured by an Employee's length of service in the bargaining unit beginning with the Employee's last date of hire in the bargaining unit. The seniority of Employees employed on or before the effective date of this Agreement will be based on their last date of hire at the Carnegie Library of Pittsburgh.

A. When two (2) or more Employees have the same date of hire, the last four digits of each Employee's Social Security Number will be added and the Employee with the greatest sum will have the greater bargaining unit seniority date. Any tie in the sum of the last four digits of Social Security Numbers will be determined by coin toss.

B. New Employees or a former Employee rehired after a break in seniority shall be considered probationary Employees during their first ninety (90) calendar days of employment. During the probationary period, an Employee may be transferred, laid off, or terminated at the discretion of the Employer. Any period of absence due to lay off will not count towards the probationary period. Probationary Employees continuing in the service of the Employer after the completion of their probationary period will receive full seniority status from the first day worked.

2. Seniority will be broken by the following:

A. Quitting, resignation or retirement, provided that any Employee who is re-employed within twelve (12) months may count the seniority that they accumulated prior to quitting, resignation or retirement;

B. Discharge for just cause;

C. Layoff in excess of twenty-four (24) consecutive months;

D. Failure to comply, report or respond to a recall notice sent by certified mail within seven (7) calendar days from the date of delivery of a recall notice unless proper excuse is shown;

E. Absence from scheduled work for five (5) consecutive scheduled shifts without reporting off; or

F. Absence from work for seven (7) consecutive days after the end of an excused absence (as, for example, absence because of illness, injury, leave of absence, vacation, etc.).

3. The bargaining unit seniority of an Employee who transfers or is promoted into a non-bargaining unit position will be restored if they return to a bargaining-unit position within twenty-four (24) months. No seniority shall be accrued during the Employee's absence from the bargaining unit.

4. The Employer will provide a copy of the bargaining unit seniority list to the Union electronically on an annual basis. The Employer will additionally provide a copy of the list to the Local Union President on an annual basis. The Parties will meet and discuss any alleged errors in the annual seniority list and in the event that no resolution is reached, the alleged error(s) will be resolved through the grievance procedure.

## ARTICLE X - Grievance Procedure

1. A "grievance" means a complaint by an Employee or the Union that involves the interpretation of, application of, or compliance with the provisions of this or any other agreement between the Employer and the Union.

2. For the purposes of the Grievance Procedure, a "day" means a calendar day, excluding Saturdays, Sundays, and holidays for which the Employer is closed.

3. Grievants who attend grievance meetings will be paid for lost time and will be eligible for mileage reimbursement if the meeting is not held at their assigned location. Grievance meetings for Steps 1-3 will take place during the Grievant's scheduled working hours.

4. Grievance Procedure: Grievances will be processed in the following manner:

A. Informal Resolution: Before filing a grievance, an Employee may informally discuss a complaint with their supervisor with the option of having Local Union representation. Employees and supervisors are encouraged to work towards resolution together before initiating the formal grievance process. For instances in which the Employee does not want to discuss the concern with their immediate supervisor, the Employee should contact the Human Resources department directly. This step is voluntary and an Employee is not required to seek informal resolution before filing a grievance.

B. Step 1: Any Employee or Union representative having a grievance may file a grievance with the Employee's direct supervisor in writing within 10 days after the event or occurrence upon which the grievance is based becomes known or should have been known, whichever occurs first. The grievance shall be in writing, and state the relevant facts and date(s) involved to the best of the Union's knowledge. Within 10 days of submission of the grievance, the Grievant, Local Union Representative, and the Grievant's direct supervisor will meet and attempt to resolve the grievance. If the dispute is not resolved, the Employer will present a written answer to the grievance no later than 10 days after the Step 1 meeting.

C. Step 2: If the Union does not agree with the Employer's Step 1 answer, it may appeal the grievance in writing to a Step 2 meeting within 10 days of receipt of the Employer's answer. Attendees at the Step 2 meeting will be the Grievant's Library Services Manager or equivalent at the Grievant's location or designee, the Local Union President or designee, and the Grievant. At the meeting, the Parties will discuss the Union's reasons for its appeal, any additional facts either Party has supporting its position, and the sections of the Agreement alleged to have been violated. If the dispute is not resolved, the Employer will present a written Step 2 answer no later than 10 days after the Step 2 meeting.

D. Step 3: If the Union does not agree with the Employer's Step 2 answer, it may appeal the grievance in writing to a Step 3 meeting within 10 days of receipt of the Employer's answer. Attendees at the Step 3 meeting will be the Employer's Director of Human Resources or designee, the USW Staff Representative or designee, and the Grievant. At the meeting, the Parties will discuss any additional facts either Party has supporting its position and the sections of the Agreement alleged to have been violated. If the dispute is not resolved, the Employer will present a written Step 3 answer no later than 10 days after the Step 3 meeting.

E. Arbitration: If it does not agree with the Employer's Step 3 meeting answer, the USW may appeal the grievance to arbitration within 10 days of receipt the Employer's Step 3 answer. The appeal must be in writing and submitted to the Director of Human Resources.

i. By mutual agreement, the Parties may agree to go to non-binding mediation before arbitration.

ii. The Parties will request a panel of 7 arbitrators from the Federal Mediation and Conciliation Service with a special request that those identified be members of the National Academy of Arbitrators. The Parties will alternately strike names from the panel of arbitrators, with the Union striking first, until a single name remains, and that person will be the arbitrator to decide the case. The Parties will select an arbitrator within 10 days after receipt of the panels by the Parties.

iii. Once an arbitrator is selected, the arbitration hearing will be scheduled at the soonest mutually-agreeable date between the Parties and arbitrator.

iv. The decision of the arbitrator will be final and binding on the Parties. The arbitrator will only have the authority to hear and decide any grievance appealed in accordance with the provisions of the Grievance Procedure. The arbitrator will not have jurisdiction or authority to add to, detract from, or in any way alter the provisions of this Agreement. If the arbitrator's decision results in a change or withdrawal of discipline, the Employee's record will be amended or edited accordingly and immediately.

v. Each Party is responsible for their own related arbitration costs and expenses, including the compensation of its attendees and witnesses. The Parties will equally share arbitrator's fees and other expenses related to the hearing.

vi. The Parties agree that the prompt resolution of cases brought to arbitration is of the highest importance. To that end, the hearings will be informal; will not follow formal evidence rules; and briefs will only be filed when a request is made to and granted by the arbitrator.

vii. Grievances scheduled for arbitration will be heard in the order they were filed, with the exception that a grievance protesting a termination may be heard before any other grievances pending arbitration.

5. The settlement or withdrawal of a grievance prior to arbitration shall be without precedent or prejudice to either Party's position, unless the Parties otherwise agree.

6. Time limits at any part of the grievance procedure may be extended by mutual written agreement of the Parties.

7. Grievances challenging discharges shall be filed at Step 2 within 10 days after the Union shall have received the notice of discharge.

## ARTICLE XI - Hours of Work

1. The sole purpose of this Article is to provide a basis for the computation of straight time and overtime and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Employer to any Employee of a minimum or maximum number of days in the workweek or hours of work per day, per week, per pay period or per year.

2. Workday and Workweek: The standard workday is a unit of time beginning at 12:00 a.m. and ending after 24 consecutive hours. The standard workweek for Employees begins at 12:00 a.m. Sunday and ends after 7 consecutive days. The normal workweek for a regular full-time Employee shall consists of 5 workdays at 7-1/2 hours of work per day.

3. Work Schedules: The Employer shall have the exclusive right to establish shifts and schedule all Employees. Weekly schedules will continue from week to week without change unless changed by the Employer as set forth herein. The Employer will provide advance notice to affected Employees at the earliest possible time after it knows that a change in schedule is required. Schedule flexibility shall be granted on a case-by-case basis at the sole discretion of the Employer.

A. Employees required or permitted to perform work outside of their assigned location (Off-site Employees) will be subject to schedule changes as determined to be necessary by the Employer to accommodate the needs of partners, schools, or other Employer operations. Affected Employees will need to be flexible.

B. Off-site Employees may be required to keep their calendars up-to-date with predicted work schedules.

C. Off-site Employees may perform work as approved by their supervisor at other Carnegie Library of Pittsburgh locations to better accommodate travel to work related meetings or outreach visits.

4. The Employer may require Employees to work overtime and will compensate all Employees who work more than 40 hours in any workweek at one and one-half times their regular rate of pay.

5. Rest and meal breaks: Employees will work with their supervisors to determine appropriate rest and meal break times. The Employer will provide rest and meal breaks as follows:

| Length of scheduled shift | Paid rest breaks | Unpaid meal breaks |
|---|---|---|
| At least 4 and less than 6 | 1 15-minute | 0 |
| At least 6 and less than 8 hours | 1 15-minute | 1 30-minute |
| At least 8 and less than 8.5 hours | 2 15-minute | 1 30-minute |
| At least 8.5 hours | 2 15-minute | 1 60-minute |

6. Employees will be able to access their work spaces at all times that their assigned location's building is open. Employees may only work during scheduled hours.

7. Clocking in and out: Employees will use the Sentric HR Employee Self Service ("Sentric" or "ESS") system to clock in and out for shifts and meal breaks. Employees will alert

their supervisor of any missed punches as soon as possible, but no later than the end of the pay period.

8. Travel Time: Traveling between locations within the CLP system for work duties during the scheduled workday will be considered part of the workday. Traveling between a CLP location and any non-CLP location for work duties during the scheduled workday will be considered part of the workday.

## ARTICLE XII - Job Descriptions

1. Job descriptions shall be considered as only a general description of work that the Employer may assign to Employees in particular positions. Some job descriptions may overlap and Employees are expected to work together to accomplish necessary work regardless of job description.

A. When an Employee successfully performs work that overlaps with the work of another job description, such work will be taken into account should the Employee ever bid for a similar position.

B. Employees will not normally be required to perform supervisory functions but may be required to act as the "person-in-charge" at certain locations. When acting as a "person-in-charge," the Employee will not have the authority to hire, fire, or discipline other Employees, but will be expected to respond to and report to management any significant issues that arise, including issues with facilities, patrons, or other Employees. An Employee acting as the "person-in-charge" due to the absence of an LSM for a continuous period exceeding 1-week will be paid $1/hour in addition to their regular rate.

2. Employees will have access to their job description. The Employer will provide Employees with appropriate training and supervision.

3. The job description for each position in effect as of the date of this Agreement shall continue in effect unless the description is changed, modified or eliminated by the Employer. The Employer will provide 30 days' advance notice to the Union of any material change or modification in a job description. Upon request from the Union, the Parties will meet and discuss the changed or modified job description and the rate of pay if applicable prior to its implementation.

4. In the event that the Employer establishes a new position, a job description shall be established in accordance with the following procedure:

A. The Employer will provide the Union with notice of the new job description and proposed rate of pay.

B. Upon request, the Parties will meet and discuss the job description prior to its implementation. The Parties shall negotiate the rate of pay for the new position and when negotiations are completed, the rate of pay shall become a part of this Agreement.

C. If the Parties are unable to reach an agreement on the rate of pay within thirty (30) days, the Employer may install the proposed rate. The Parties may, by mutual agreement, request mediation and present their respective positions on the rate to a mediator assigned by the Federal Mediation and Conciliation Service.

5. Elimination of Positions: In the event that the Employer seeks to eliminate a position, the affected employee, if any will be reassigned based on the procedure described in Article XIII, Layoffs and Recalls.

6. Grant-funded positions: The Employer will provide the Union with advance notice of the establishment of grant funded positions including the expected duration of each grant. The Employer will provide Employee's on grant-funded positions with written notice of the expected duration of the grant.

## ARTICLE XIII - Layoffs and Recalls

1. Layoffs. When the Employer determines that it is necessary to reduce the workforce assigned to any particular position, the following procedure shall govern:

A. The Employer will provide 3 weeks' notice of layoff where practicable;

B. If requested, the Employer and Union will discuss a voluntary layoff plan to offer before the Employer institutes layoffs;

C. Probationary Employees assigned to the affected position at the affected location shall first be terminated;

D. Layoffs shall then be made from the affected position at the affected location in order of bargaining unit seniority with the least senior Employee on the affected position at the affected location laid off first;

E. The Employer will attempt to assign an Employee laid off from their home location position to available work that the Employee has the qualifications to perform. In making such assignments, the Employer shall first look to the positions occupied by probationary Employees. It is understood that the Employer is not required to meet any specific time limits but that such assignments are to be made with reasonable promptness under such circumstances as may exist at the time;

F. Employees laid off from their home location position may elect to be laid off to the street rather than be offered available work outside of their home location;

G. Employees who are reassigned to a lower paying position due to technology-based job eliminations or consolidations will have their regular rate of pay protected for 6 months following the reassignment.

2. Recall rights. As the work force is increased, recalls shall be made in order of bargaining unit seniority (most senior to least senior) as described below.

A. The Employer will first offer recall to Employees to vacancies in their home location position.

B. In the event that there are no available home location position vacancies, the Employer will next offer recall to available vacancies in the Employee's same position outside of the home location that the Employee is qualified to perform.

C. When there are no vacancies in the Employee's position that the Employee can perform with minimal training, such Employees will be offered recall to available vacancies in their classification for which the Employee is qualified and capable of performing with minimal training.

D. When there are no vacancies in the Employee's classification as described above, the Employer will next offer recall to available vacancies outside of their classification for which the Employee is qualified and capable of immediately performing.

E. An Employee's seniority will not be broken and they will not lose recall rights to their home location position when (1) a full-time Employee declines to be recalled to a part-time position or (2) they decline recall offered to a position with a lower rate of pay than their home location position.

F. Employees working outside of their home location position will continue to have the right of first refusal to their home location position as vacancies become available unless the Employee has previously refused the home location position or voluntarily taken a different position.

3. No new Employee shall be hired for positions that Employees who have been laid off are qualified and capable of performing with minimal training, until all such Employees have been returned to work on the basis of their seniority, or have refused an offer to return to work.

## ARTICLE XIV - Vacancies

1. When a bargaining unit position becomes vacant due to: (a) the departure of its previous holder on other than a temporary basis and the Employer determines to fill the vacancy, (b) the Employer determines to increase the number of Employees assigned to a bargaining unit position, or (c) the Employer establishes a new bargaining unit position, such vacancies will be posted for bidding by any qualified Employee as described below. This process shall not be applicable to vacancies resulting from an Employee leaving their incumbent job to fill a posted bid; section 4 will apply to any such vacancies.

A. The Employer will electronically post the vacancy with a description of the work to be performed, identification of the position with appropriate skill sets for the work, location, the number of Employees needed, the wage rate, and the assigned manager.

B. Employees will have at least five days following the communication (not including the Employer's recognized holidays, Saturdays, and Sundays) to show their interest in being considered for the work by applying through the ESS system. The application should include their current resume and a statement of interest in the position.

C. Only qualified Employees will be considered for the vacancy. Employees who previously performed the work assigned to the vacant position or who satisfy the minimum-posted qualifications for the position will be considered qualified. Employees who previously performed work similar to the vacant position may be considered qualified as determined by the Employer.

D. The Employer will choose the senior-most qualified candidate(s) based on its review of qualifications including but not limited to interviews. If it is determined that there is a tie in qualifications as determined by the Employer, then the most senior Employee will be awarded the bid.

2. In the event that the Employer determines that it will not fill a bargaining unit position that becomes vacant, the Union may request a meeting with the Employer to discuss that determination.

3. In the event the Employer cannot fill such vacancies after going through the above processes, the Employer may fill the position externally. In that circumstance the Employer may temporarily assign otherwise available, qualified bargaining-unit Employees to perform the affected work while the Employer seeks to fill the vacancy on an external basis as described in Article XV.

4. When an Employee leaves their incumbent job to fill a bid posted as described in section 1 above and the Employer determines to fill the resulting vacancy, such vacancy shall be posted for bid by both internal and external candidates. The Employer will choose a qualified candidate(s) based on its consideration of job-related qualifications and other factors agreed to by the Parties including but not limited to diversity. When an internal candidate is determined by the Employer to equally satisfy the vacancy criteria agreed to by the Parties as the best external candidate, the position will be offered to the internal candidate.

## ARTICLE XV - Temporary Assignments

1. In the event that unanticipated temporary staffing needs arise which the Employer determines must be filled in order to maintain service, the Employer will first seek volunteers from the bargaining unit. If there are an insufficient number of qualified volunteers or the movement of volunteers would result in a disruption of service, the Employer may assign the least senior qualified Employees in the same classification away from their assigned location provided that such assignment shall not exceed 4 weeks or assign a sub-pool Employee.

2. Except in the case of an assignment of a sub-pool Employee, when the Employer determines that a temporary assignment must exceed 4 weeks, the Employer may extend the assignment by an additional 2 weeks.

3. An Employee other than a sub-pool Employee may decline a temporary assignment if the assignment adds 30 minutes or more to their one-way commute.

4. An Employee will not be required to accept a temporary assignment more than once every 6 months. If the least-senior Employee has worked a temporary assignment in the past 6 months, then the Employer may assign the next person with the least seniority.

5. When a location is closed for renovations or other causes that will require the reassignment of affected Employees, the Employer will provide the affected Employees with a list of possible assignments or the option of taking a personal leave of absence until the location reopens. Employees will indicate their top 3 preferences. The Employer will make the assignments based on seniority. Employees from a location closed for renovations or other causes will have first preference of returning to their former positions when their original location reopens or, if available, will have the option of remaining at their new assignment.

## ARTICLE XVI - Health and Safety

1. The Parties recognize the vital importance of maintaining a healthy, safe and secure work environment and will use their best efforts to jointly achieve this goal. The Employer has the obligation to make reasonable provisions for the health, safety and training of the Employees during the work hours of their employment to achieve the goal of this Article. The Employer will not retaliate against Employees for reporting health, safety, or security violations or concerns. The Local Union shall actively participate in the health and safety program and will cooperate with the Employer's efforts to carry out these obligations.

2. The Employer shall make provisions for the safety and health of its Employees during the hours of employment. If protective devices or equipment necessary to properly protect Employees from injury are required or necessary, said protective devices or equipment shall be provided by the Employer without cost to the Employee. The Employer shall not require as a condition of continued employment, that Employees purchase equipment necessary to complete assignments.

3. The Union and the Employees recognize the importance of abiding by established safe working procedures and understand that an Employee's failure to abide by established safe working procedures may result in disciplinary action. The Employer will provide training on safe working procedures where determined necessary. New Employees and Employees assigned to locations where they have not previously worked or have not worked since safe working procedures were modified will be trained on applicable safe working procedures within two weeks of hire or assignment.

4. Employees shall report to the Employer all suspected defects in equipment and unsafe conditions, including security concerns. Employees who believe they are being required to work under conditions which are unsafe beyond the normal hazard inherent in the assignment shall have the right to (1) file an expedited grievance in Step 2 of the Grievance Procedure and/or (2) refuse to perform the work in question without loss of the right to return to their job. When an Employee refuses to perform work under this provision, the Employer may, at its sole discretion, assign the Employee to other work as may be available. Should the Employer or an arbitrator conclude that an unsafe condition within the meaning of this section was present, the Employee shall be made whole for time lost, if any.

5. Security

A. Locations that are open to the public will not open to the public without a minimum of two staff plus one additional staff if the location has more than one floor that is open to public access. Staff shall not include custodians or security.

B. Information regarding system wide patron exclusions will be made available to Employees by electronic means including when available, names, general descriptions of offenses, whether the offender has been informed of their status, and photos.

C. An Employee who feels threatened or harassed by a library patron shall immediately report the incident to the Security and Safety Department or their supervisor. Such Employee will be provided with the option of a temporary move to an alternate location or department without loss of pay until the issue is resolved as determined by the Employer.

## ARTICLE XVII - Wages

1. Effective January 9, 2022 (pay period 1/9/22 - 1/22/22), the rates of pay will be increased as follows:

Grade 1: Greater of 14.20/hour or 4%

Grade 2: Greater of 14.55/hour or 4%

Grade 3: Greater of 15.05/hour or 4%

Grade 4: Greater of 15.55/hour or 4%

Grade 5: Greater of 18.30/hour or 4%

Grade 6: Greater of 21.00 /hour or 3.75%

Grade 7: Greater of 22.25/hour or 3.75%

Grade 8: Greater of 23.25/hour or 3.75%

Grade 9: Greater of 29.00/hour or 3.75%

2. Rates of pay thereafter shall be increased as follows:

| | |
|---|---|
| 1st Full Pay Period 2023 | 3% all grades |
| 1st Full Pay Period 2024 | 3% all grades |
| 1st Full Pay Period 2025 | 3% all grades |

3. Starting Rates. Employees hired after the effective date of the 2022 Agreement will be paid the starting rate set forth below corresponding with the position assigned:

| | | |
|---|---|---|
| Grade 1: | Material Services Associate | $13.90/hour |
| Grade 2: | Customer Engagement Associate<br>Bib Services Associate Receiving | $14.25/hour |
| Grade 3: | ILL Associate<br>Bib Services Associate Acquisitions | $14.75/hour |

| | | |
|---|---|---|
| Grade 4: | Lead Customer Engagement Assoc.<br>Catalog Associate | $15.25/hour |
| Grade 5: | Library Services Associate<br>LAMP - Reader Advisor<br>LAMP Service Integration Lead<br>LAMP Com. Engagement Specialist<br>Assistants - Shared Services,<br>Programs & Partnerships,<br>LAMP, Digital Marketing Asst | $18.00/hour |
| Grade 6: | Development Associate<br>Financial Specialist<br>Facilities Administrator<br>LAMP Technology Support Specialist<br>Digitization Technician | $20.70/hour |
| Grade 7: | Database Administrator-Development<br>Visual Designers | $21.95/hour |
| Grade 8: | Librarian | $22.95/hour |
| Grade 9: | Senior Graphic Designer<br>Web Developer<br>Database Administrator – SQL<br>Systems Administrator | $28.70/hour |

4. The general wage increases scheduled for 2022, 2023, 2024, and 2025 will not be applicable to the Starting Rates. In the event that the Employer determines that a Starting Rate needs to be increased during the term of the Agreement, it shall have the right to adjust the rate after providing the Union with an opportunity to meet and discuss the proposed adjustment. Any increase to the Starting Rate during the term of the Agreement shall only be applicable to Employees working on the affected position who are making less than the increased rate.

5. Promotions/Transfers: Employees who bid to a position with a higher starting rate than that of their current position will be paid the greater of the starting rate for that position or their current rate plus 5%. Employees who bid to a position with the same starting rate as their current position will retain their current rate. Employees who bid to a position with a starting rate lower than their current position will be paid the starting rate for that position.

## ARTICLE XVIII - No Strike / No Lockout

1. No Lockouts: The Employer agrees that, during the term of this Agreement, it will not engage in any lockout of Employees covered by this Agreement.

2. No Strikes: During the term of this Agreement, the Union agrees there shall be no strike, slowdown, or work stoppage (hereafter, "strike") by the Union or its members. No Employee will be required to perform the "core" work of another CLP-employed bargaining-unit employee if that unit is on strike. No Employee will be required to cross a picket line at a non-CLP location.

A. In the event that a strike occurs at an Employer facility during the term of this Agreement, within 24 hours of becoming aware of the unauthorized work action, the Union will:

i. Publicly disavow the unauthorized action of the Employees;

ii. Advise the Employer in writing that the Union has not called or sanctioned the unauthorized action of the Employees; and

iii. To the best of its ability, notify all Employees of its disapproval of such unauthorized action and instruct them to cease such action and return to work immediately.

## ARTICLE XIX - Discipline

1. The Employer will not discipline any Employee except for just cause. Any discipline issued to Employees shall be subject to the grievance and arbitration provisions of the Agreement. The Employee is entitled to Union representation at every stage of the disciplinary process.

2. The Employer may discipline or terminate a probationary Employee at its discretion during the Employee's probationary period. Such discipline or termination shall not be subject to the parties' grievance and arbitration provisions.

3. The Employer and the Union agree that circumstances may require the Employer to create, add to, delete, or modify rules and policies regarding Employee conduct. The Employer will notify the Union of any change in policy or rules at least 60 days in advance of the change, and will give the Union, upon request, the opportunity to meet and discuss the change prior to implementation with the intent of reaching mutual agreement. After the sixty days, the Union may file a grievance directly to arbitration challenging the reasonableness of any unilateral changes made to policies or rules governing Employee conduct. The Parties may extend the sixty-day period by mutual agreement.

4. When proven, the Employer will have just cause for immediate discharge in the following cases: theft from another Employee, the Employer, or a customer/patron; extreme verbal abuse of a manager, coworker or third party such as a customer; possession of firearms, explosives or other dangerous weapons while on duty or within Employer property in violation of the Employer's policy; willful insubordination; physical violence; premeditated intentional or willful destruction of property; intentional falsification of Employer documents and reports; intoxication, possession, selling, distribution, unlawful use or working under the influence of alcohol, or controlled substances not prescribed for medical purposes; selling, distribution, unlawful use or working under the influence of medical marijuana prescribed for medical purposes; unlawful harassment; and, violation of mandatory reporter requirements imposed by state law and Employer policy.

5. Other offenses will generally warrant progressive discipline as follows:

A. oral warning;

B. written warning;

C. final written warning and potential unpaid suspension of up to 5 days; and

D. termination.

The Parties acknowledge that some offenses may be serious enough to merit harsher discipline than the beginning steps of the progressive disciplinary process, including immediate termination.

6. Informal direction by supervision with respect to unacceptable work performance and conduct shall not be considered formal discipline. The Employee will be informed when such direction is documented in the Employee's personnel file.

7. Prior discipline shall not be considered when the Employer imposes discipline for misconduct after the expiration of the following time periods:

A. 3 years after the imposition of discipline for offenses described in section 4 above; and

B. 1 year after the imposition of discipline for other offenses.

8. Discipline for attendance will be administered in accordance with the process described in Article XXIX.

9. The Employer will promptly furnish the Union and the Employee with all disciplinary notices. Discipline, including oral warnings, must be in writing and must inform the Employee of the opportunity to grieve the action in accordance with this Agreement.

## ARTICLE XX - Vacation

1. The Employer's Vacation Policy (CLPHR B-09) will be retained with the following changes. All eligible, full-time Employees will earn vacation at the following levels:

A. Employees will earn vacation at the rate of 10 days per year for the first 2 years of full-time employment;

B. Employees will earn vacation at the rate of 15 days per year after 2 years;

C. Employees will earn vacation at the rate of 20 days per year after 10 years;

D. Employees will earn vacation at the rate of 25 days per year after 20 years.

2. No Employee on the effective date of this Agreement will have their accrual rate reduced.

## ARTICLE XXI - Holidays

1. The Employer recognizes the following holidays. The Employer's facilities will generally be closed and regular full-time Employees shall be paid for the holiday at straight time hourly rates:

A. New Year's Day

B. Martin Luther King, Jr. Day

C. Memorial Day

D. Juneteenth

E. Independence Day

F. Labor Day

G. Thanksgiving

H. Christmas Eve

I. Christmas Day

2. Holiday pay shall not count as hours worked for purposes of weekly overtime.

3. The Employer may close for an additional day during the year (ex: Spring Break – Sunday, April 17, 2022). Affected staff will not be paid for such days but may adjust their schedule with their manager to make up the time later that week.

4. The Employer will also provide two floating holidays per year for regular full-time Employees. The floating holidays will be established on the first day of January and July. Employees must have been employed on a full-time basis at least three full months prior to the eligibility dates. Employees will work with their manager to schedule the floating holidays.

5. The Employer will provide up to two (2) holidays per calendar year to part-time Employees when they fall on the Employee's regularly scheduled workday provided the Employee gives at least 2 weeks' advance notice to their manager. The Employer will pay the part-time Employee for their regularly scheduled hours on the holiday.

6. The Employer will grant time off without pay for a religious holiday when an Employee requests it, provided the Employee appropriately requests the time off at least two weeks in advance. The Employee may make up the time off during the same pay period or take unpaid time without accruing an occurrence.

7. Most Employees will be granted the holidays off from work. However, due to the nature of a particular department it may be necessary to require certain Employees to work the holiday. In such instances the affected Employees will be provided with advance notice of the need to work on the holiday and an alternate day will be scheduled off as close as possible to the actual holiday. The affected Employees may take their alternate day off either before or after the actual date of the holiday.

8. To be eligible for holiday pay, the Employee is required to work the last scheduled work day immediately preceding the holiday and the first scheduled work day immediately following the holiday. If absent on either of these days without an approved excuse, the Employee will not be paid for the holiday.

9. When a paid holiday falls on an Employee's scheduled day off, the Employee will be given an alternate day off. This alternate day should be scheduled at the mutual convenience of both the Employee and the department.

10. If the legal holiday occurs on a Saturday, the Friday preceding the holiday may be observed. If the holiday falls on a Sunday, the Monday immediately following the holiday may be observed. The determination is based on Carnegie Library of Pittsburgh use patterns and other considerations as determined from time-to-time.

11. When a holiday falls within an Employee's vacation period, their time will be recorded as "holiday" time for that day.

12. Holiday pay will not be provided to those on unpaid leave of absence or while receiving Workers' Compensation benefits.

## ARTICLE XXII - Leaves

1. Employees may apply for leaves of absence as set forth below. The Employer may require Employees to submit proof suitable to the Employer to substantiate the need for leave. Employees must report for work on their first scheduled shift following the expiration of any leave of absence. Except as expressly provided elsewhere in this Agreement, leaves of absence will not be granted and may not be used for Employees to perform other gainful employment or self-employment. Seniority shall continue to accumulate during an approved leave of absence.

2. Paid Sick Leave. The Employer provides paid sick leave for absences necessitated by the treatment and recovery from injury and illness and to prevent the spread of illness in the workplace. Paid leave for an Employee's absence from scheduled work time due to the Employee's own nonoccupational personal injury or illness shall be available as set forth below.

A. Regular Sick Leave. Effective with the first full pay period in 2022, full and regular part-time Employees who have completed their probationary period will accrue regular sick leave time each pay period at a rate of one hour for every 21.66 hours worked. The maximum accrual for full-time Employees will be 150 hours and shall include any unused sick time accrued under the Employer's Sick Time Policy (CLPHR B-07) as of January 1, 2022, not to exceed 150 hours. Any accruals in excess of one hundred fifty 150 hours shall be subject to the frozen long-term sick time provisions below. The maximum accrual for regular part-time Employees will be 100 hours. Non-regular part-time Employees (not meeting the definition below) classified as Occasional or Subpool Employees will only accrue sick leave time where required by law. Employees that reach the maximum accrual amount will not accrue additional sick time until they use enough of their accrued sick time to bring their balance below the maximum accrual amount. Regular part time Employees are defined as those who are regularly scheduled to work at least twenty (20) hours weekly but are not designated as full-time Employees.

B. Frozen Sick Leave. Effective with the first full pay period in 2022, any accrued and unused sick time earned under the Employer's Sick Time Policy (CLPHR B-07) in excess of 150 hours will be frozen. No further sick time may be accrued after that date under CLPHR B-07.

C. Use of Sick Leave Benefits.

(i) Except as set forth below, frozen and accrued regular sick time may be used to compensate for an Employee's absence from scheduled work time lost for:

(a) the Employee's own nonoccupational personal injury or illness;

(b) the purposes and under the same conditions for paid sick time mandated by federal, state or local law; and

(c) when it is not possible for Employees to schedule doctor, dentist, and medical appointments during non-working hours only accrued regular sick time benefits ~~only~~ may be used for this purpose (frozen sick time may not be used). The Employee will be expected to obtain prior supervisory approval before making these appointments, although at times such appointments may be of an emergency nature and prior notice may not be possible.

(ii) Frozen and accrued regular sick time may be used in hourly increments of no less than one-hour. The amount of an hour of sick leave is determined by the hourly (or salary equivalent) rate applicable to the Employee's regular job.

(iii) Frozen and accrued regular sick time will be substituted for unpaid FMLA leave in accordance with the FMLA and Paid Medical Leave provisions set forth below.

(iv) Frozen and accrued regular sick time will be forfeited upon the Employee's termination of employment for any reason.

(v) Employees applying to use sick leave benefits must comply with the following:

(a) Employees must follow the call-off procedure directed by their supervisor prior to the start of their shift.

(b) Employees must keep their supervisor or designee apprised of their continued absence and must notify the supervisor when they are able to return to work.

(c) Employees who have been absent due to illness may be required to present a statement from their health care provider before receiving sick time benefits or before returning to work. This statement must certify that the Employee was seen by their health care provider and was unable to attend work during the period of illness or injury and that the Employee is now medically fit to return to their regular job.

D. Approved paid sick leave time shall not be considered hours worked for purposes of computing overtime. Paid sick leave time will be considered hours worked for any other employment terms and benefits ordinarily tied to hours worked or paid.

E. Coordination with Statutory Paid Leave. Paid leave provided under the Employer's Sick Leave program will also be available for use for the same purposes and under the same conditions as paid sick leave required by federal, state or local law. It is the intent of the Parties that this Agreement for paid sick leave shall be construed to comply with the provision of the Pittsburgh Paid Sick Days Act and any similar statutory requirements for paid leave that "[a]ny employer with a collective bargaining agreement that makes available a sufficient amount of paid leave to meet the accrual requirements of this Section that may be used for the same purposes and under the same conditions as sick time under this Ordinance is not required to provide additional paid sick time."

3. Paid Medical Leave. The Employer will provide up to twelve workweeks of paid medical leave for a full or part-time Employee's serious health condition as such is defined by the Family and Medical Leave Act.

A. An Employee's application and eligibility for paid medical leave shall be determined in accordance with the Employer's Family Medical Leave Policy (CLPHR L-03).

B. Payment for approved medical leave shall be from the following sources in this order:

(i) Frozen Long Term Sick Leave;

(ii) Accrued Regular Sick Leave;

(iii) Unused Vacation with the exception of 37.5 hours; and

(iv) The Employer.

C. Paid leave provided under the Employer's Medical Leave program will also be available for use by eligible Employees for the same purposes and under the same conditions as paid leave required by any federal, state or local law for an Employee's mental or physical illness, injury or health condition. Medical Leave shall not be provided in addition to any such legally required paid leave.

4. FMLA. The Employer complies with the Family and Medical Leave Act. Employees seeking Family and Medical Leave should consult the Employer's Family Medical Leave Policy (CLPHR L-03) for relevant details including but not limited to eligibility, types of covered leave, procedures, and coordination with paid time off.

A. Relation of FMLA Leave to Paid Time Off. The utilization of paid time off (medical leave, vacation, sick, holidays, etc.) during a leave will not extend or otherwise affect the length of the leave or the classification as FMLA leave.

(i) Employees are required to apply any accrued frozen or regular sick time, and unused vacation time (with the exception of 37.5 vacation hours) for their own serious illness or incapacity.

(ii) Employees taking leave for other covered reasons are required to apply unused vacation time (with the exception of 37.5 vacation hours) before taking any unpaid leave for the remainder of the approved leave period.

(iii) Leave approved under the Employer's sick leave program, workers compensation, or under applicable paid leave required by federal, state or local law will, where permissible, run concurrently with FMLA leave, be designated as such, and count against the Employee's FMLA leave entitlement.

5. Paid Leave Required by Governmental Entities. The Employer complies with paid leave required by any federal, state or local law. To the maximum extent permissible, any paid leave provided by the Employer, including those described above and paid vacation provided under this Agreement, shall not be in addition to any legally required paid leave and such leave will run concurrently with any legally required paid leave.

6. Personal Leaves. All Employees may apply for and be eligible for personal leave. The provisions of the Employer policy on personal leaves, CLPHR B-06, will be revised to reflect that change; all other provisions of the current policy will remain the same.

7. Bereavement.

A. The Employer will compensate Employees for their absence from work due to the death of a relative or domestic partner in accordance with the following procedure.

B. Employees will be paid for work lost related to the death of one of the following family members, up to a maximum of three (3) work days:

(i) Parent or Stepparent

(ii) Spouse (through marriage or common law) or Domestic Partner

(iii) Child (natural, stepchild, adopted, or foster)

(iv) Sibling (natural, step, adopted, or foster)

(v) Grandparent or Grandchild

(vi) Sibling-in-law

(vii) Daughter-in-law or Son-in-law

(viii) Mother-in-law or Father-in-law

C. Employees will be paid for work time lost due to the death of one of the following family members up to a maximum of one (1) work day:

(i) Aunt or Uncle

(ii) Niece or Nephew

D. Reasonable requests by Employees for additional time off related to the bereavement without pay may be granted.

E. In the event of the death of a relative mentioned above, that occurs while an Employee is on paid vacation or paid sick leave, the time off will be charged against bereavement leave rather than against vacation or sick leave.

F. The supervisor may request the Employee to submit evidence or verification of any claim for bereavement leave.

G. Employees may not be compensated under this benefit for any day which they received payment under any other benefit. (i.e., Long Term Disability, Workers Compensation).

H. Sub Pool staff will be excused from one of their required monthly shifts when the death of a relative or domestic partner as described in section B above occurs.

8. Jury Duty. The Employer will comply with all applicable laws regarding Jury Duty. All Employees will be eligible for leave and pay associated with leave for jury duty, the provisions of the Employer's policy on jury duty pay, CLPHR B-05, will be revised to reflect that change; all other provisions of the current policy will remain the same.

9. Military Leave. The Employer will comply with all federal and state laws protecting an Employee's ability to take military leave including the Uniform Services Employment and Reemployment Rights Act of 1994, as amended. Employees will be eligible for military leave in accordance with the provisions set forth in the Employer's policy on military leave (CLPHRL-06).

## ARTICLE XXIII - Insurance

1. Medical Insurance

A. Effective January 1, 2022 and throughout the term of this Agreement, the Employer agrees to make available to regular full-time bargaining unit Employees, its healthcare benefits on the same basis and under the same terms as such benefits are made available to the Employer's non-union employees. As determined solely by the Employer, eligibility requirements; coverage and/or benefit levels; Employee premium contributions; co-pays, deductibles and/or other participant costs; carriers and/or plan providers; plan administrators; and/or the healthcare plans themselves may, from time to time, be changed during the balance of the term of this Agreement and as such changes become effective for the Employer's non-union employees, they shall also become effective for members of the bargaining unit.

B. In the event that the Employer exercises its right to amend or revise the healthcare plans as set forth above, it shall provide sixty (60-) days' notice to the Union in advance of any proposed changes and, if requested, will meet and discuss the proposed changes with the Union.

C. Without changes to plan deductibles, the Employer may increase Employee premiums by approximately 15% with slight variations per respective plan over current rates. If there are increases to deductibles, the Employer may only increase Employee premiums by approximately 5% with slight variations per respective plan over current rates.

D. The claim procedures of the healthcare plans and not the grievance and arbitration procedures of this Agreement shall be used to resolve claims or disputes as to claim eligibility, coverage, benefits, and payments to providers under the respective plans.

2. Dental and Vision: The Employer will maintain its existing dental and vision coverages for all eligible full-time Employees on the same terms as provided to its nonrepresented employees.

3. Flexible Spending Account: The Employer will maintain its existing Flexible Spending Account benefit for all eligible full-time Employees on the same terms as provided to its nonrepresented employees.

4. Life Insurance: The Employer will maintain its existing life insurance coverages for all eligible full-time Employees on the same terms as provided to its nonrepresented employees.

5. Accidental Death & Dismemberment: The Employer will maintain its existing accidental death & dismemberment insurance coverages for all eligible full-time Employees on the same terms as provided to its nonrepresented employees.

6. Long Term Disability: The Employer will maintain its existing Long Term Disability insurance coverages for all eligible full-time Employees at the Employer's cost.

7. Domestic Partners: The Employer will provide the same benefits to domestic partners of eligible Employees as it provides to legal spouses in accordance with the Employer's Domestic Partner Benefits policy, CLPHR B-02.

## ARTICLE XXIV - Retirement Savings Plan

Employees will continue to be eligible to participate in the Employer's 403(b) plan on the same terms and conditions applicable to the Employer's nonrepresented employees.

## ARTICLE XXV - Union Business

1. The Union will provide a list of Local Union Representatives (or "Stewards") and their assignments to the Director of Human Resources or the Director's designee upon request, and every time there is an updated list. The Employer will recognize up to a total of 18 Local Union Representatives, with up to two Local Union Representatives at Main, Allegheny, Downtown, East Liberty, and Squirrel Hill and at least 8 representatives at other locations. A Local Union Representative may be assigned to one or more designated areas or group of Employees for coverage purposes. It is understood that no more than one Local Union Representative will normally be permitted to handle a particular issue absent the Employer's approval.

2. Local Union Representatives shall be permitted time off during scheduled work without loss of pay to investigate and process grievances, attend grievance meetings, and to conduct new Employee orientation. Members of the Joint Labor-Management Committee will also be paid for lost time meeting with the Joint Labor-Management Committee. Local Union Representatives must first secure the approval of their supervisor before leaving their work area, which approval shall not be unreasonably withheld.

3. Leave requested by Local Union Representatives to conduct union business or to attend union training and conferences must be requested at least 1 month in advance and shall not exceed 1 week unless the Parties agree otherwise. Approval for such leave will not be unreasonably withheld. Leave under this provision shall be unpaid.

4. The Union may reserve meeting space at any CLP location in accordance with policies and procedures the Employer imposes on any non-profit organization.

5. The USW Staff Representative will have reasonable access to non-public areas in order to conduct Union business provided the Staff Representative notifies the Employer in advance, at least the day immediately preceding the Staff Representative's intention to enter the premises. Where such business is critical or exigent circumstances prevent the provision of such notice, the Staff Representative will provide as much notice as is practicable. The Staff Representative shall not interfere with the conduct of work in the Carnegie Library of Pittsburgh and will only confer with Employees during non-work time in non-work areas. The Staff Representative will comply with all Employer rules pertaining to visitor access to the Carnegie Library of Pittsburgh and all safety rules.

## ARTICLE XXVI - Joint Labor-Management Committee

The Employer and Union believe that a continuous exchange of ideas and information on work-related matters is valuable. As a step towards establishing and maintaining that communication, the Parties will establish a Joint Labor Management Committee within three months of the effective date of the Agreement under the following guidelines:

A. The Joint Labor-Management Committee will consist of 3 representatives each from the Employer and Local Union. Co-Chairs of the Joint Labor Management Committee will be the Local President or designee and the Employer's Director of Human Resources or designee.

B. The Parties will strive to send representatives to the Joint Labor-Management Committee with the experience and expertise necessary to be able to discuss work-related matters as fully as possible. In this respect, the Parties recognize that the largest group of Employees in the bargaining unit are full-time, public service Employees. The Union agrees to exercise its best efforts to send at least one full-time, public service Employee as a representative to the Committee.

C. Meetings of the Committee will be held once per calendar quarter or more frequently when agreed to by the Co-Chairs. Such meetings will be scheduled in a manner that assures the Co-Chairs attendance.

D. The Committee shall not be a forum for labor negotiations, grievances, or issues of labor contract interpretation.

## ARTICLE XXVII - Diversity

1. The Parties support initiatives to improve staff diversity to better reflect the community we serve, including, but not limited to, diversity of age, race, ethnicity, nationality, marital status, family status, gender, and gender expression.

2. In support of the statement of intent set forth above, the Parties agree to cooperate on measures designed to support the Employer's ongoing efforts to achieve diversity in hiring and retention.

## ARTICLE XXVIII - Harassment and Privacy

1. The Employer and Union will jointly work to maintain a positive environment in which people are treated with dignity, decency and mutual respect. The Employer will not tolerate unlawful discrimination or harassment. Employees who believe that they are being subjected to unlawful discrimination or harassment shall present their complaints to the Employer in accordance with the terms of the Employer's policy on Workplace Harassment (CLPHR L-04) or the grievance procedure.

2. The Employer will not disclose Employee personal information, such as full name, age, address, marital status, racial/ethnic identity, or gender identity to an unauthorized person without an Employee's express consent or as required by law.

3. Except as it may be required as part of the Employee's job, Employees may choose not to have their likeness listed in promotional materials or on the Employer's publicly accessible website. An Employee's name, voice, likeness, image, appearance and biographical information will not be used in CLP promotional materials without the Employee's written consent.

## ARTICLE XXIX - Attendance

1. The purpose of this Article is to establish the requirements that each Employee work on the days and hours scheduled as a normal condition of employment with the Employer. It is the responsibility of each Employee to be at work and on time for all regularly scheduled workdays. Time off should be scheduled with as much advance notice as possible for the department to sufficiently plan for, as lesser notice may not be approved.

2. Hourly Employees must clock in and out appropriately at the start and end of their scheduled shifts and at meal periods using the Sentric HR Employee Self Service System. Such Employees will promptly inform their supervisors of any failure to clock in or out in accordance with the Employer's time-keeping system as soon as the error is known to them.

3. Occurrences. An Employee is considered absent if the Employee is not present for work as scheduled except as set forth below. Absences that will subject an Employee to discipline will be referred to as occurrences.

A. Any one-day or two consecutive days of absence within the scheduled workweek will be considered 1 occurrence.

B. Punching in eight minutes late will be considered as 1/2 of an occurrence. Punching in more than 30 minutes late will be considered 1 occurrence.

i. Employees who are tardy may, with their supervisor's approval, make up lost time within the pay period.

C. When an Employee punches out more than eight minutes early without their supervisor's permission will be considered 1 occurrence.

4. The following situations will not count as occurrences:

A. Holidays (unless the Employee volunteered to work);

B. Approved vacations;

C. Jury duty;

D. Absences to respond to legal subpoenas to appear as witnesses in criminal proceedings or custodial hearings involving the Employee or the Employee's immediate family and to participate in proceedings as crime victims or a party in a custodial matter involving the Employee or the Employee's immediate family;

E. Approved family or medical leave;

F. Approved bereavement leave;

G. Approved leave of absence including leave for union business;

H. Disciplinary suspension;

I. Worker's Compensation leave;

J. Approved sick time;

K. Approved leave for military duty;

L. Other absences approved in advance.

5. Attendance Program. The Employer may initiate progressive discipline for attendance as described below, separate from the disciplinary procedure described in Article XVIII, when an Employee receives 5 occurrences in any rolling 90 calendar day period. Employees will receive written or email notification of the fourth occurrence; such notification will include the date that would conclude the 90 calendar-day period.

Step One (five occurrences) = Oral Warning. The Employee will not be permitted to have another occurrence for 20 working days.

Step Two (six occurrences) = Written Warning. The Employee will not be permitted to have another occurrence for 30 working days.

Step Three (seven occurrences) = Final Written Warning & Suspension (up to 3 working days unpaid). The Employee will not be permitted to have another occurrence for 40 working days.

Step Four (eight occurrences) = Subject to Discharge.

6. An Employee in the attendance disciplinary process will go back one step upon the expiration of the periods set forth above with no further occurrences. An Employee will exit the program once a 90 calendar day period is completed with no occurrences.

7. An Employee who is absent without calling off prior to the start of a scheduled shift (no call/no show) may be subject to an immediate written warning. A second no call/no show within the following one-year period may result in a five working day suspension and a final written warning. A third no call/no show within the one-year period following the second offense may result in termination.

8. If an Employee will not be reporting to work due to any reason or if the Employee will be late, the Employee will follow the call-off procedure directed by their supervisor. Such notice is required for each day of absence thereafter. If the Employee is incapacitated or otherwise cannot contact their supervisor, the Employee may designate someone to call into their supervisor on their behalf. The Employee should identify this person (or people) before any call-off to their direct supervisor who can find this information on the Employee's ESS profile. Sick time that an Employee will use for appointments can be requested in advance.

## ARTICLE XXX - General

1. **Policies and Practices.** Employees shall be subject to all employment-related Employer policies and practices except as expressly modified, abridged, or restricted by a specific provision of this Agreement. The Employer will provide 45-days' advance notice of any proposed changes to its employment-related policies and practices, and, if requested, will meet and negotiate the proposed changes with the Union.

2. **Substance Free Workplace.** The Employer and Union agree that Employees covered by this Agreement shall be subject to the Carnegie Library of Pittsburgh Substance Free Workplace Policy agreed to by the Union on February 25, 2021. The terms of the Policy shall not be revised with respect to covered Employees during the term of the Agreement except for such changes that are memorialized in a written and signed mutual agreement.

3. **Professional Attire and Appearance.** The Employer and Union agree that Employees covered by this Agreement shall be subject to the Carnegie Library of Pittsburgh Guidelines for Professional Attire and Appearance Policy as agreed to by the Union on June 8, 2021. The terms of the Policy shall not be revised with respect to covered Employees during the term of the Agreement except for such changes that are memorialized in a written and signed mutual agreement.

4. **Service Bonus.**

A. When an Employee who has reached the age of 60 years and has completed more than 10 years of current, full-time continuous employment as described in CLPHR C-02, they will be eligible for a Retiree Service Bonus at the time of their retirement.

B. The amount of the Service Bonus will be equal to one-tenth of the Employee's current monthly salary for each full year of service completed beyond the 10th year of employment. The maximum amount of the Service Bonus will be 20 days of pay.

C. Employees will only be eligible for one Service Bonus in their lifetime.

5. **Personnel Files.**

A. Employees will have access to inspect and duplicate their personnel file used to determine their own qualifications for employment, promotion, additional compensation, termination, or disciplinary action. Employee requests for duplication will be made to the Employer and the Employer shall perform the duplication.

B. Requests to inspect the personnel file shall generally be pursuant to the processes set forth in the Employer's policy except as set forth below. In order to request access, an Employee must contact CLP Human Resources ("HR") to request an appointment to examine their personnel file. This request will be in writing and submitted to HR at least 24 hours in advance of the desired appointment time. The request must indicate the specific information to be examined, but the Employee may also request their entire personnel file. HR will confirm an appointment time with the requesting Employee.

C. Employees may authorize another person as their agent for purposes of personnel file examination. To designate an agent, the Employee must provide a signed authorization designating a specific individual as being authorized to examine their personnel file. The signed authorization shall be for a specific timeframe, and shall indicate the purpose for which the examination is authorized and the specific information in the personnel file which the agent is authorized to examine. The authorization may also allow the agent to review the Employee's entire personnel file.

6. **Voluntary Committees.** With the exception of committee membership required by an Employee's job duties, committee participation is entirely voluntary. In the event the Employer establishes committees that are open to participation by Employees on a voluntary basis, it will notify Employees of the opportunity to volunteer in the PULSE, as well as the work or project the committee is expected to complete.

7. **Volunteers.** The Employer and the Union recognize the importance of utilizing volunteers to enhance the work of the Carnegie Library of Pittsburgh. The Employer will not utilize volunteers in a way that directly reduces bargaining-unit positions.

8. **Interns.** The Employer and the Union recognize the importance of providing educational opportunities for interns. The Employer will not utilize interns in a way that directly reduces bargaining-unit positions.

9. **Emergency Closures & Inclement Weather.** In the event that a significant incident including but not limited to acts of violence or death, is determined by the Employer to require the closing of an Employer facility, affected Employees will receive full pay for the balance of their scheduled hours during the initial day of closing. Employees who suffer loss of work after the initial day due to the closing will be permitted to schedule make up work during open facility

hours with the consent their supervisor. Such consent will not be unreasonably withheld. See, CLP Policy #ADMIN-4 (Aug. 2021), Weather or Emergency Closures Policy for other questions.

10. **New Employee Orientation.** The Local Union will have the opportunity to meet with new Employees during work hours without management present on the following occasions:

A. 15 minutes on an Employee's first day at Main, if applicable; and

B. 15 minutes at the Employee's assigned location within the first week of employment.

## ARTICLE XXXI - Savings Clause

In the event any of the provisions of this Agreement shall be or become invalid by reason of conflict with any federal or state law now existing or hereafter enacted, the Parties will meet as soon as is practicable to discuss and, if necessary, bargain an alternative or replacement provisions. The remaining provisions of the Agreement, however, shall continue in full force and effect.

## ARTICLE XXXII - Amendments and Modifications

This Agreement may only be amended or modified by a written and signed mutual agreement of the Employer and the Union.

## ARTICLE XXXIII - Duration

The Agreement will become effective on January 7, 2022 and shall continue in full force and effect until 11:59:59 p.m., on November 21, 2025 and thereafter from year to year unless either party shall give at least sixty- (60) days prior written notice before any expiration date of this Agreement to the other party of its desire to terminate, modify or change this Agreement.

**Carnegie Library of Pittsburgh**

By: Linda Barsevich
Linda Barsevich
Director, Finance and Administration

By:
Paul M. Vanderwiel
Director, Human Resources

By: ______________________
NAME

**United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union AFL-CIO, CLC on behalf of its Local 9562**

By: Thomas Conway
Thomas Conway, President

By: John E. Shinn
John E. Shinn, Secretary-Treasurer

By: D R McCall
D. R. McCall, VP, Administration

By:
~~Frederick Redmond~~, VP Human Affairs KEVIN HAPP

By: Bernie Hall
Bernie Hall, District 10 Director

By: Colleen Wooten
Colleen Wooten, Staff Representative

By:
Mariana Padias, Asst. Director of Organizing

**FOR LOCAL 9562:**

By: David G. Kay
Negotiation Committee

By:
Negotiation Committee

By: Leigh A. Fornatele
Negotiation Committee

By: Carolyn Biglow
Negotiation Committee

By: Paula A. Kopich
Negotiation Committee

By:
Negotiation Committee

By: ______________________
Negotiation Committee

By: ______________________
Negotiation Committee