

COLLECTIVE BARGAINING
AGREEMENT

Between

Local Union No. 590, affiliated with the American
Federation of State, County, and Municipal Employees,
AFL-CIO, and its District Council Number 47

And

The Trustees of the University of

Pennsylvania For

Designated Library and Archives Support Staff

Classifications

July 1, 2021-July 1, 2026

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AGREEMENT

This agreement is made as of **July 1, 2021, and is effective July 1, 2021** between Local 590, American Federation of State, County and Municipal Employees, AFL-CIO, and its District Council No. 47, hereinafter referred to as the “Union,” and the Trustees of the University of Pennsylvania, hereinafter referred to as the “University.”

ARTICLE I ~ PURPOSE

It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation, and understanding between the University and the employees covered hereby, to insure true collective bargaining, and to establish proper standards of wages, hours, working conditions, other conditions of employment, and to recognize and foster mutual interests through the development of improved labor/management cooperation.

ARTICLE II ~ RECOGNITION

Section 1. The University recognizes Local 590, affiliated with the American Federation of State, County, and Municipal Employees, AFL-CIO, and its District Council No. 47 as the exclusive representative of the support staff personnel of the University Libraries and the Archives and Records Center referred to in Section 4 of this Article.

Section 2. The Union recognizes that, except as specifically limited by this Agreement, the basic responsibility for management is reserved to the University.

Section 3. For the purpose of this Agreement, the terms “employee” and “employees” shall include the following job categories: Library Clerk, Assistant Head of Stacks I, Library Assistant I, Library Delivery Assistant I, Assistant Head of Stacks II, Library Assistant II, Library Delivery Assistant II, Systems Technician/Operations Assistant I, Archival Specialist, Circulation Desk Administrator, Building Superintendent, Head of Stacks, Library Accounting Specialist, Library Specialist, Systems Technician/Operations Assistant II, and any new job category established under Article V, Section 2 of this Agreement.

Section 4. Working Cluster: For the purposes of assigning work, the term *working cluster* will mean the following components:

**Annenberg
Biddle Law Library
Collections and Scholarly Communications
Impact Assessment and Organizational Analysis
Kislak Center for Special Collections
Operations
Technical and Digital Initiatives**

Section 5. Working Unit: For the purposes of scheduling and promotion as outlined elsewhere in the CBA, each employee will be assigned to a specific *working unit*. In the case of some smaller libraries, the working cluster and working units will be the same.

**Annenberg
Biddle Law Library: Public Services; Technical Services
Collections and Scholarly Communications: Collection Strategy; Research Services, Science and Business Libraries (Biomedical Library, Chemistry Library, Dental Library, Math/Physics/Astronomy Library, Veterinary/NBC Library, Lippincott Library); Academic Engagement, Arts and Culture Libraries. (Fine Arts, Museum, Music: Public, Technical); Acquisitions, Access, and Licensing (Acquisitions, Electronic Resources and Licensing: Cataloging, Serials); Preservation (Conservation, Exhibits, Physical Processing)
Impact Assessment and Organizational Analysis
Kislak Center for Special Collections: Special Collections & Research Services; Programs; Operations and Public Services; Special Collections Processing; Library at CAJS (Katz) Operations: Access Services (Circulation; Current Periodicals/Microtext); Resource Sharing Services (Interlibrary Loan/Document Delivery; Faculty Express; Goldstein Undergraduate Study Center [including Reserves]; Stacks; Scanning Center); Information Processing Center (Area Studies Technical Services; Cataloging; Metadata Services); Library Research Annex (LIBRA) (Public Services, Technical Services); Facilities (Building Administration; Delivery Services; Mail Room)
Technology and Digital Initiatives: Library Technology Services (Client and Computing Services); Research Data and Digital Scholarship; Educational Technology and Learning**

Management (Weigle Information Commons, Education Commons); Cultural Heritage Programming; Schoenberg Center for Electronic Text and Image (SCETI) (Digital Assets Management)

*SCETI retains hours of [the Information Processing Center](#)

ARTICLE III ~ SENIORITY

Section 1. Employees covered by this Agreement shall accumulate the following categories of seniority:

- a. University Seniority: length of service with the University.
- b. Library Seniority: length of service within the University Libraries or the Archives and Records Center.
- c. Working Unit Seniority: length of service within the working units defined in Article II, Section 5 of this Agreement.

Length of service above shall mean length of continuous service, with the following qualifications applying to employees who have terminated and have been rehired:

- d. University Seniority. An employee who has terminated from a University position and has been rehired into a Library or Archives and Records Center position within a ninety (90) day period shall be considered to have University seniority from the employee's original date of employment with the University excluding any breaks of more than ninety (90) days in past service, those of less than ninety (90) days having been bridged. An employee who has terminated from a University position and has been rehired into a Library or Archives and Records Center position more than ninety (90) days after the termination of the employee shall begin to accumulate University seniority as a new employee. One (1) year after being rehired, the employee's University seniority shall be bridged and University seniority previous to termination shall be added to that which has accumulated since the return of the employee.
- e. Library Seniority. An employee who has terminated from a Library or Archives and Records Center position and has been rehired into a Library or Archives and Records Center position within a ninety (90) day period shall have Library seniority for the purpose of promotion from the employee's original date of employment except for the intervening period and Library seniority without interruption from the date of original employment for all other applications of Library seniority. An employee who has terminated from a Library or Archives and Records Center position and has been rehired into a Library or Archives and Records Center position more than ninety (90) days after termination shall begin to accumulate Library seniority as a new employee. One (1) year after being rehired into the Library, the employee's Library seniority shall be bridged and Library seniority previous to termination shall be added to that which has accumulated since the employee's return.
- f. Working Unit Seniority. An employee who terminates from a Library or Archives and Records Center position and is rehired into the same working unit shall accumulate working unit seniority only from the date of being rehired; except in the cases of promotion under Article VII and temporary upgrading under Article XXIV for which purposes seniority shall be bridged as above after one (1) year as in (d) and (e) above.

Section 2. The Library Administration may employ students or part-time employees to fill positions and vacancies in job categories in the first classification level as covered by this Agreement, or for other purposes as deemed necessary. Action under this Section shall occur only after the Director of Libraries or **the Director's** designated representative has discussed such action and its implementation with the Union. (See also Appendix C, Understanding No. 6)

- a. Part-time employees who regularly work more than twenty (20) hours per week shall become members of the bargaining unit.
- b. Such part-time employees shall accumulate units of service on the basis of their hours and be paid on the basis of the classification rates.
- c. If such a part-time employee becomes a full-time employee, such part-time hours shall be accumulated and added to University, Library and Working Unit seniority as a full-time employee.

- d. A position which is vacant because of the employee's being on leave may be filled by students or part-time employees. Similarly, the work of a position which has just been vacated and waiting to be permanently filled may be performed by students or part-time employees. If such vacancies occur in the summer, they may be temporarily filled on a full-time basis by student employees.
- e. Students may be employed in the summer months to fill vacancies, to work on special projects, to fill in for those on vacation, to work in the public service departments performing those functions normally carried out by student assistants, or to perform other work deemed necessary.

Section 3. Part-time employees and students who work either regularly throughout the year more than twenty (20) hours per week or part-time employees who work only during the summer months more than twenty (20) hours per week are covered by the provisions of this Agreement, except as limited or modified in the following paragraphs. Those working throughout the year on a more than twenty (20) hours per week basis will be referred to in the following paragraphs as "regular part-time employees". Those part-time employees working in the summer months for more than twenty (20) hours per week will be referred to as "summer part-time employees."

- a. Health, Welfare, and Education. Neither regular part-time nor summer part-time employees are eligible for any of the benefits entered under the Health, Welfare, and Education provisions under Article XX and similarly they are not eligible for participation in the Major Medical Plan.
- b. Holidays. If a holiday listed in Article XVIII falls on a day on which regular or summer part-time employees are normally scheduled to work, they are entitled to payment for the number of hours they would normally work on that particular day.
- c. Sick Leave. Regular part-time and summer part-time employees are eligible for sick days on the basis of one (1) day per month and on a pro-rated basis if their schedules are less than thirty-five (35) hours per week. Only regular part-time employees are eligible for the accumulation of sick leave beyond one (1) year as specified in the Agreement. The Long-Term Disability Plan is not applicable to either regular or summer part-time employees.
- d. Leaves of Absence. The only leaves that the summer part-time employees are entitled to are: (i) leaves for death in the family, pro-rated according to the schedule in Article XV, and (ii) one (1) personal leave day after being employed a minimum of three (3) months on a more than twenty (20) hours per week basis, pro-rated according to the employee's schedule. The regular part-time employee is eligible for the following on a pro-rated basis according to **the employee's** schedule: (i) leaves for death in the family, (ii) leaves for jury duty, (iii) leaves for military reserve duty as described in the Agreement, and (iv) one (1) personal leave day after being employed a minimum of three (3) months.
- e. Vacations. Regular and summer part-time employees are entitled to one (1) vacation day per month, pro-rated if the work week is less than thirty-five (35) hours, after they have been employed a minimum of three (3) months on a more than twenty (20) hours per week basis.
- f. Rest Breaks. Part-time employees are entitled to one (1) rest break for each half day worked.
- g. Borrowing Privileges. The regular part-time and summer part-time employees are entitled only to normal borrowing privileges, i.e., either staff privileges like other University employees or student privileges, whichever is applicable.

ARTICLE IV ~ UNION SECURITY AND CHECK-OFF

Section 1. All present and future employees covered by this Agreement shall, as a condition of employment, be required to become Union members thirty (30) days after being employed. Employees who fail to comply with this requirement shall be discharged by the University within thirty (30) days after receipt of written notice to the University by the Union.

Section 2. The University agrees to deduct the Union membership dues weekly from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the University by Local 590, and the aggregated deductions of all employees shall be remitted to AFSCME District Council 47 together with an itemized statement after such deductions are made in the pay issued on the last Friday of the month. In addition, the University will supply a listing of individuals for whom deductions have been made and the amounts to the Secretary-Treasurer of Local 590. This authorization shall be irrevocable for the term of this Agreement.

The Union hereby certifies that its present amount of membership dues has been fixed pursuant to the Constitution and By-Laws of the Union. In the event that the amount of dues is hereafter changed, such changes shall be provided in writing to the University thirty (30) days prior to any change in dues deductions.

ARTICLE V ~ CLASSIFICATION, RECLASSIFICATION AND JOB CATEGORIES

Section 1. There shall be four (4) levels of classification within the bargaining unit, each containing job categories as follows:

First Level

Library Clerk

Second Level

Assistant Head of Stacks I

Library Assistant I

Library Delivery Assistant I

Third Level

Assistant Head of Stacks II

Library Assistant II

Library Delivery Assistant II

Systems Technician/Operations Assistant I

Fourth Level

Archival Specialist

Circulation Desk Administrator

Building Superintendent

Head of Stacks

Library Accounting Specialist

Library Specialist

Systems Technician/Operations Assistant II

Section 2. The University may establish new job categories and the level of classification for each new category. The University and the Union shall meet to discuss the new job category with duties and responsibilities defined. The University shall have the right to fill any position in a new job category in accordance with the applicable provisions of this Agreement.

If a question arises as to the level of classification, the University and the Union shall negotiate the level of classification. The parties shall also negotiate seniority and promotion criteria under Article VII. If the level of classification agreed to is higher than the level of classification being paid, such higher rate will be retroactive to the date the position was filled. If the parties are unable to agree, the establishment of the level of classification is subject to the grievance and arbitration procedure.

Section 3. A supervisory position is one which has direct supervision of the employees of a working unit or a combination of such units. The supervisory responsibilities will generally include training, disciplining, scheduling, planning, distributing, and reviewing work, etc. and may involve participation in hiring, performance evaluations and hearing grievances. A supervisor can perform some of the same duties as the employees supervised, but normally those would constitute a minor portion of the employee's total responsibilities.

Section 4.

- a. Reclassification proposals of the University shall be submitted in writing by the Director of Libraries or **the Director's** designee to the President of the Union. Reclassification proposals of the Union shall be submitted in writing by the Local Union Executive Board to the Director of Libraries or **the Director's** designee. Within ten (10) working days of receipt of such a reclassification proposal, the requesting party shall receive notice from the other party concerning agreement or disagreement with the reclassification proposal. Extensions of the ten (10) day response may be granted by mutual agreement, but such extensions shall always be to a date certain.
- b. The parties may, in the course of deliberation on proposals, call upon those directly involved and other qualified individuals to present relevant details, facts, and opinions.
- c. If the parties are unable to agree on a reclassification proposal, either party may request the Vice President for Human Resources to hear the case by written notice to the other within ten (10) working days of the response in paragraph (a) above. The Vice President for Human Resources shall respond in writing no later than ten (10) working days after hearing the case.
- d. Either party may request arbitration, in accordance with the provisions of Article VIII, by written notice to the other within one (1) week following the reply of the Vice President for Human Resources.
- e. A position, once posted as a vacancy, shall not be considered for reclassification during the period of vacancy unless the parties consent to such consideration. A position which is vacant or falls vacant while a formal proposal for reclassification is under consideration by the parties shall not be posted and shall remain vacant

until a decision has been reached on the reclassification.

- f. The following provisions, as well as the job category descriptions in Appendix A, shall serve as guidelines in deciding reclassification questions:
- (1) If the classification of a position is found to be inappropriate to the actual duties performed in the position, the position shall be reclassified to conform with the most appropriate job category description. In such cases, the University shall give the incumbent the first opportunity to accept the reclassified position if the employee has received a satisfactory rating in the last annual evaluation, is currently working at a satisfactory level, and has no current written disciplinary warning on record.
 - (2) When library operations require modification of a position to the extent that the duties of that position will no longer fall within the present job category, the position shall be reclassified to conform with the most appropriate job category description. In such cases, the University shall give the incumbent the first opportunity to accept the reclassified position if the reclassified position is in the seniority lines of promotion and the incumbent has received a satisfactory rating in the last annual evaluation, is currently working at a satisfactory level, and has no current written disciplinary warning on record. The employee's move into the reclassified position will be on the basis of the probationary period as described in Article VII, PROMOTION. As a result of negotiations in 2007 many positions were reclassified. In the event that a reclassified employee fails to successfully complete the probationary period, the Union and the University shall meet to identify other work to be assigned to the employee.
 - (3) If the incumbent is appointed to the reclassified position, the employee's salary will be at the rate of the employee's unit of service for the new classification, effective at the beginning of the pay period in which the decision on the reclassification proposal is made.

ARTICLE VI ~ RATES OF PAY

Section 1 RATES OF PAY

Effective July 1, 2021	INCREASE	3.00%				
Units of Service						
Job Category	Less than two years	More than two but less than four years	More than four but less than six years	More than six but less than twelve years	More than twelve but less than eighteen years	More than eighteen years
Library Clerk	\$43,085.05	\$49,343.68	\$50,840.45	\$52,798.51	\$54,028.99	\$55,251.41
	\$23.673/hr	\$27.112/hr	\$27.934/hr	\$29.010/hr	\$29.686/hr	\$30.358/hr
Assistant Head of Stacks I Library Assistant I Library Delivery Assistant I	\$52,081.70	\$53,539.47	\$55,033.54	\$56,516.88	\$58,220.75	\$59,542.70
	\$28.616/hr	\$29.417/hr	\$30.238/hr	\$31.053/hr	\$31.989/hr	\$32.716/hr
Assistant Head of Stacks II Library Assistant II Library Delivery Assistant II Systems Technician/ Operations Assistant I	\$55,925.17	\$57,716.45	\$59,510.42	\$61,309.77	\$63,000.19	\$64,431.08
	\$30.728/hr	\$31.712/hr	\$32.698/hr	\$33.687/hr	\$34.615/hr	\$35.402/hr
Archival Specialist Circulation Desk Administrator Building Superintendent Head of Stacks Library Accounting Specialist Library Specialist Systems Technician/ Operations Assistant II	\$58,848.77	\$60,622.45	\$62,551.03	\$64,393.41	\$66,153.76	\$67,654.58
	\$32.334/hr	\$33.309/hr	\$34.369/hr	\$35.381/hr	\$36.348/hr	\$37.173/hr

Effective July 1, 2022	INCREASE	3.00%				
Units of Service						
Job Category	Less than two years	More than two but less than four years	More than four but less than six years	More than six but less than twelve years	More than twelve but less than eighteen years	More than eighteen years
Library Clerk	\$44,377.60	\$50,823.99	\$52,365.67	\$54,382.47	\$55,649.86	\$56,908.95
	\$24.383/hr	\$27.925/hr	\$28.772/hr	\$29.880/hr	\$30.577/hr	\$31.269/hr
Assistant Head of Stacks I Library Assistant I Library Delivery Assistant I	\$53,644.15	\$55,145.65	\$56,684.55	\$58,212.39	\$59,967.37	\$61,328.98
	\$29.475/hr	\$30.300/hr	\$31.145/hr	\$31.985/hr	\$32.949/hr	\$33.697/hr
Assistant Head of Stacks II Library Assistant II Library Delivery Assistant II Systems Technician/ Operations Assistant I	\$57,602.92	\$59,447.94	\$61,295.73	\$63,149.06	\$64,890.20	\$66,364.01
	\$31.650/hr	\$32.664/hr	\$33.679/hr	\$34.697/hr	\$35.654/hr	\$36.464/hr
Archival Specialist Circulation Desk Administrator Building Superintendent Head of Stacks Library Accounting Specialist Library Specialist Systems Technician/ Operations Assistant II	\$60,614.24	\$62,441.13	\$64,427.56	\$66,325.21	\$68,138.37	\$69,684.22
	\$33.305/hr	\$34.308/hr	\$35.400/hr	\$36.442/hr	\$37.439/hr	\$38.288/hr

Section 1 RATES OF PAY (continued)

Effective July 1, 2023	INCREASE	2.90%				
Units of Service						
Job Category	Less than two years	More than two but less than four years	More than four but less than six years	More than six but less than twelve years	More than twelve but less than eighteen years	More than eighteen years
Library Clerk	\$45,664.55	\$52,297.88	\$53,884.27	\$55,959.56	\$57,263.70	\$58,559.31
	\$25.090/hr	\$28.735/hr	\$29.607/hr	\$30.747/hr	\$31.464/hr	\$32.175/hr
Assistant Head of Stacks I Library Assistant I Library Delivery Assistant I	\$55,199.83	\$56,744.88	\$58,328.40	\$59,900.55	\$61,706.42	\$63,107.52
	\$30.330/hr	\$31.179/hr	\$32.049/hr	\$32.912/hr	\$33.905/hr	\$34.674/hr
Assistant Head of Stacks II Library Assistant II Library Delivery Assistant II Systems Technician/ Operations Assistant I	\$59,273.41	\$61,171.93	\$63,073.31	\$64,980.38	\$66,772.01	\$68,288.57
	\$32.568/hr	\$33.611/hr	\$34.656/hr	\$35.704/hr	\$36.688/hr	\$37.521/hr
Archival Specialist Circulation Desk Administrator Building Superintendent Head of Stacks Library Accounting Specialist Library Specialist Systems Technician/ Operations Assistant II	\$62,372.05	\$64,251.92	\$66,295.96	\$68,248.65	\$70,114.39	\$71,705.06
	\$34.270/hr	\$35.303/hr	\$36.426/hr	\$37.499/hr	\$38.524/hr	\$39.398/hr

Effective July 1, 2024	INCREASE	2.75%				
Units of Service						
Job Category	Less than two years	More than two but less than four years	More than four but less than six years	More than six but less than twelve years	More than twelve but less than eighteen years	More than eighteen years
Library Clerk	\$46,920.33	\$53,736.07	\$55,366.09	\$57,498.45	\$58,838.46	\$60,169.69
	\$25.780/hr	\$29.525/hr	\$30.421/hr	\$31.593/hr	\$32.329/hr	\$33.060/hr
Assistant Head of Stacks I Library Assistant I Library Delivery Assistant I	\$56,717.83	\$58,305.36	\$59,932.43	\$61,547.82	\$63,403.35	\$64,842.97
	\$31.164/hr	\$32.036/hr	\$32.930/hr	\$33.817/hr	\$34.8370/hr	\$35.628/hr
Assistant Head of Stacks II Library Assistant II Library Delivery Assistant II Systems Technician/ Operations Assistant I	\$60,903.43	\$62,854.16	\$64,807.83	\$66,767.34	\$68,608.24	\$70,166.51
	\$33.463/hr	\$34.535/hr	\$35.609/hr	\$36.685/hr	\$37.697/hr	\$38.553/hr
Archival Specialist Circulation Desk Administrator Building Superintendent Head of Stacks Library Accounting Specialist Library Specialist Systems Technician/ Operations Assistant II	\$64,087.28	\$66,018.85	\$68,119.10	\$70,125.48	\$72,042.53	\$73,676.95
	\$35.213/hr	\$36.274/hr	\$37.428/hr	\$38.530/hr	\$39.584/hr	\$40.482/hr

Section 1 RATES OF PAY (continued)

Effective July 1, 2025	INCREASE	2.75%				
Units of Service						
Job Category	Less than two years	More than two but less than four years	More than four but less than six years	More than six but less than twelve years	More than twelve but less than eighteen years	More than eighteen years
Library Clerk	\$48,210.64	\$55,213.81	\$56,888.66	\$59,079.65	\$60,456.51	\$61,824.36
	\$26.489/hr	\$30.337/hr	\$31.258/hr	\$32.461/hr	\$33.218/hr	\$33.969/hr
Assistant Head of Stacks I Library Assistant I Library Delivery Assistant I	\$58,277.57	\$59,908.76	\$61,580.58	\$63,240.38	\$65,146.94	\$66,626.15
	\$32.021/hr	\$32.917/hr	\$33.835/hr	\$34.747/hr	\$35.7950/hr	\$36.608/hr
Assistant Head of Stacks II Library Assistant II Library Delivery Assistant II Systems Technician/ Operations Assistant I	\$62,578.27	\$64,582.65	\$66,590.04	\$68,603.45	\$70,494.97	\$72,096.09
	\$34.384/hr	\$35.485/hr	\$36.588/hr	\$37.694/hr	\$38.734/hr	\$39.613/hr
Archival Specialist Circulation Desk Administrator Building Superintendent Head of Stacks Library Accounting Specialist Library Specialist Systems Technician/ Operations Assistant II	\$65,849.68	\$67,834.37	\$69,992.38	\$72,053.93	\$74,023.70	\$75,703.07
	\$36.181/hr	\$37.272/hr	\$38.457/hr	\$39.590/hr	\$40.672/hr	\$41.595/hr

“Units of Service” means the period of employment, measured in years, in the University Libraries or the Archives and Records Center.

Section 2. If any employee moves into a new unit of service while this Agreement is in effect, the employee shall be paid at the new rate from the beginning of the pay period in which the previous unit of service was completed.

Section 3. If an employee with less than two (2) years of service is promoted into a different job category at anytime, the employee shall be paid at the rate set in that classification level for less than two (2) years of service.

If an employee with more than two (2) but fewer than twelve (12) years of service is promoted from the junior to the senior level of a job category (as described in Article VII, Section 3), the employee shall be paid at the rate of the next lower unit of service in that classification level until that employee’s next Unit of Service increase based on the employee’s anniversary date of Library hire. The employee will remain one Unit of Service category behind the one which **the employee’s** years of service would otherwise dictate until reaching **the employee’s** twelfth anniversary date of hire. At that time the employee shall be paid at the rate for more than twelve (12) years of service.

If an employee with more than twelve (12) years of service or more than eighteen (18) years of service, is promoted from the junior to senior levels of a job category, the employee shall be paid at the rate of the next lower unit of service in that classification level. Such an employee will move into the unit of service for more than twelve (12) years or more than eighteen (18) years of service, after two (2) years at the senior level of the job category.

On promotions other than those from the junior to senior categories, an employee shall be paid in the new classification at the same unit of service as in the employee’s old classification level.

ARTICLE VII ~ PROMOTION

Section 1. The term promotion, as used in this Agreement, shall mean the advancement of an employee to a higher paying position or the transfer of an employee at the request of the employee to a position that the employee considers to be in the employee's best interest regardless of the rate of pay. All such promotions shall be made on condition that the employee has received a satisfactory rating in the last annual evaluation, is currently working at a satisfactory level, and has no current written disciplinary warning on record.

Section 2. For the purpose of promotion as defined above, seniority shall mean an employee's Library seniority.

Section 3. Promotion from the junior to the senior levels proceeds as follows:

a. Each Assistant Head of Stacks I shall be promoted to Assistant Head of Stacks II, each Library Assistant I shall be promoted to Library Assistant II, each Library Delivery Assistant I shall be promoted to Library Delivery Assistant II, and each Systems Technician/Operations Assistant I shall be promoted to Systems Technician/Operations Assistant II, respectively, upon completion of two (2) years of service in the junior rank.

b. If an employee changes positions in or between the Library Assistant, Library Delivery Assistant, or Assistant Head of Stacks categories, the employee's current ranking will be carried forward, i.e., I or II, and seniority for promotion. Any employee at the fourth level shall enter into the Library Assistant, Library Delivery Assistant, or Assistant Head of Stacks category at the senior level. All others who are new to the Library Assistant, Library Delivery Assistant, or Assistant Head of Stacks category shall enter at the junior level.

Section 4. When a vacancy occurs in a clerical position, it shall be posted for five (5) working days and offered to the eligible Library Clerk with the greatest Library seniority.

Section 5. When a position becomes vacant among Library Assistants in public services, it shall be posted for five (5) working days and offered to the applicants as follows: an eligible Library Assistant, Assistant Head of Stacks, Archival Specialist, Head of Stacks, Circulation Desk Administrator, Building Superintendent, Library Accounting Specialist, Library Specialist, or Systems Technician/Operations Assistant. **Lateral applicants from the aforementioned job categories shall be eligible only if they have three (3) years of public service experience or an undergraduate degree. The most senior candidate who meets the eligibility requirements and qualifications for the category of Library Assistant shall be offered the position.** If there are no applicants from the aforementioned job categories, the position will be offered to an eligible Library Clerk with three (3) years of public service experience or an undergraduate degree. Selection will be from the three (3) most senior candidates based upon qualifications set forth under the job category descriptions in Appendix A. In the instance when all of the qualifications are relatively equal, the person with the most seniority shall be offered the position.

When a position becomes vacant among Library Assistants in technical processing, it shall be posted for five working days and offered to the applicants as follows: an eligible Library Assistant, Assistant Head of Stacks, Systems Technician/Operations Assistant, Archival Specialist, Head of Stacks, Circulation Desk Administrator, Building Superintendent, Library Accounting Specialist, Library Specialist, or Systems Technician/Operations Assistant. **Lateral applicants from the aforementioned job categories shall be eligible only if they have three (3) years of public service experience or an undergraduate degree. The most senior candidate who meets the eligibility requirements and qualifications for the category of Library Assistant shall be offered the position.** If there are no applicants from the aforementioned job categories, the position will be offered to an eligible Library Clerk with three (3) years of technical processing experience or an undergraduate degree. Selection will be from the three (3) most senior candidates based upon the qualifications set forth under the job category descriptions in Appendix A. In the instance when all of the qualifications are relatively equal, the person with the most seniority shall be offered the position.

Section 6. When the job category of Head of Stacks becomes vacant, the vacancy shall be posted for five (5) working days and offered to the eligible applicant with the greatest Library seniority who has served a minimum of two (2) years as Assistant Head of Stacks.

Section 7. If there is no eligible applicant for promotion as described in sections 4, 5, 6 or 7 above, the University can hire outside the Library system, or selectively promote from within the system outside seniority lines.

Section 8. An employee, when promoted, shall be on probation in the new position for thirty (30) working days for positions in job level I and forty-five (45) working days for level II and above, excluding those days taken by the employee or the staff member responsible for the employee's training as personal leave, sick leave, or vacation. Promotion shall not be completed unless the employee receives a rating of satisfactory in the new position at the end of the probationary period. If the employee's work is rated as unsatisfactory at that review, the employee will be returned to the employee's original position with a loss of work unit seniority for a period of one (1) year from the date of the return. Such an employee will be eligible to apply for promotion after one (1) year from the date of

return to the employee's former position. When an employee accepts a position that has fallen vacant as a result of the promotion of another employee, the employee shall do so with the understanding that a return may be made to the previous position if the first employee returns as the result of the probationary review.

Section 9. During the probationary period, as defined above, the University will provide the employee with every opportunity to learn the duties of the new position. This training shall be under the supervision of the employee's professional supervisor or the staff member responsible for that particular working unit. The employee recognizes **the employee's** responsibility toward learning the duties of the new position.

Section 10. An employee shall not be eligible for promotion under the provisions of this clause unless the employee has served a minimum of six (6) months in the employee's present position.

Section 11. An employee who is to be promoted will be accorded the salary and Library seniority of the new position no later than ten (10) working days from either (a) the time the position becomes vacant or (b) the time the employee accepts the position, whichever is later.

Section 12.

a. In computing Library seniority for promotion under Section 4, 5, 6 and 7 of this clause, greater weight will be given for the following: (i) twenty five percent (25%) greater weight to periods of work in the University Libraries or Archives and Records Center which are directly related to work involved in the job in question, i.e., work in technical processing as distinguished from public services, or vice versa; or (ii) thirty five per cent (35%) greater weight to periods of work performed in the same department or in the same departmental library although such work may not be directly related to the work involved in the job in question.

b. In computing Library seniority for promotion under Section 5, weightings will be given for course credit at accredited colleges and universities as follows:

- (i) five percent (5%) for employees with one (1) year or more of course credit;
- (ii) ten percent (10%) for employees with an Associate Degree or two (2) years of coursework in a four (4) year program;
- (iii) twenty percent (20%) for employees with a Bachelor's Degree;
- (iv) twenty-five percent (25%) for employees with a Master's Degree;
- (v) thirty percent (30%) for employees with a Doctorate.

If an employee meets the conditions for course credit weightings, he/she shall receive credit only for the highest degree attained.

c. If an employee meets the conditions for both weightings under (a) and (b) above, the employee will be credited with the greater one or a maximum of thirty-five per cent (35%), but not both. The employee may, however, receive credit for the education weighting in addition to that for experience whenever the employee's experience and education meet the applicable conditions.

Section 13. To be eligible for any promotion under this Article except those described in section 3, an employee must have worked for the following periods: for Library Clerk, at least six (6) months; for Systems Technician/Operations Assistant I or any position at the fourth level, at least four years; for any other position, at least two years.

Section 14. **The president of Local 590, or designee, shall be given the names and seniority levels of all applicants who are members of the bargaining unit at the end of the posting period and at a reasonable timeframe prior to an offer being made.**

For all promotions except those falling under the provisions of Section 3 and 4, the local Union President or a member designated by the Union President will work with the Director of Libraries' designee in computing Library seniority and in contacting eligible candidates for vacancies.

Section 15. The following job categories, which are within the bargaining unit, are outside the seniority lines of promotion: Library Delivery Assistant I, Assistant Head of Stacks I, Systems Technician/Operations Assistant I, Archival Specialist, Building Superintendent, Circulation Desk Administrator, Library Accounting Specialist, Library Specialist. Qualifications for these jobs are set forth in the job category descriptions located in Appendix A of this Agreement. Present employees will be given the first opportunity to apply for vacancies in these categories and will be given fair consideration along with any other applicants for the vacancy.

Section 16. When a vacancy has been filled, all applicants will receive notification from the Library Human Resources Office regarding the outcome. In addition, when a vacant position has been offered to an applicant, the Union President shall be advised of the identity of the applicant as soon as possible.

ARTICLE VIII ~ GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. The grievance procedure described below will be followed in matters concerning the application, meaning, or interpretation of this Agreement.

Section 2. If a problem cannot be settled between the professional supervisor and the employee, the employee, with the designated Union Steward, shall take up in writing the grievance, including the contract articles in dispute, with the employee's professional supervisor within ten (10) working days of the occurrence of the act, warning, rating, etc., which is in question. In the event that both the designated Steward and Alternate Steward are absent, an officer of the local Union may act to process a grievance. The professional supervisor shall attempt to adjust the matter, and respond in writing to the employee and the Steward within five (5) working days.

Section 3. An employee who is going to be or is absent from work more than ten (10) working days may file a grievance by submitting it in writing to the employee's professional supervisor. The professional supervisor shall answer the grievance in writing within five (5) working days and send a copy of the grievance and the answer to the appropriate Union Steward. If such a grievance is not satisfactorily settled, it may then be processed in accordance with Section 4 of this Article.

Section 4. If the grievance is not resolved in this way, the facts shall be presented in writing by the concerned employee and the Union Steward to the Director of Libraries or a representative designated by the Director of Libraries. Such action shall be taken no later than ten (10) working days after the response of the professional supervisor. After consultation with the parties concerned, including the employee, the Union Steward, and the supervisor, the Director of Libraries or the designated representative shall respond to the employee and the Union Shop Steward within ten (10) working days from the receipt of the grievance.

Section 5. If the proposed solution is unsatisfactory, the facts shall be presented in writing by the Union Steward, Union President, and, at the discretion of the parties, a Union representative, to the Vice President for Human Resources or designee within ten (10) working days after the response described above. The Vice President of Human Resources or designee shall schedule a hearing within five (5) working days of receipt of the grievance and shall respond in writing to the Union President within ten (10) working days from the date of the grievance hearing.

Section 6. If the issue remains unresolved, either party may, within fifteen (15) working days after the reply of the Vice President for Human Resources or designee, request arbitration by written notice to the other.

The arbitrator may be selected from a group of recognized arbitrators by mutual agreement of the Union and the University. If mutual agreement is not reached on an arbitrator within ten (10) working days from the date of referral to arbitration, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The arbitrator is limited to determining matters concerning the application, meaning, or interpretation of the Agreement and in no event may add to, delete or alter any aspect of this Agreement. In the event that either party contests the validity of the referral to arbitration of a particular matter, this issue shall be resolved by the arbitrator before hearing testimony on the merits of the matter.

The decision of the arbitrator shall be binding on the parties and the arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument.

Expenses of the arbitrator mutually agreed upon or selected by the American Arbitration Association and the proceedings shall be borne equally by the University and the Union.

ARTICLE IX ~ REPRESENTATION

Section 1. The employees in the bargaining unit shall be represented for the purpose of grievance adjustment by Union representatives as specified in the grievance procedure. The Union and the University agree to recognize designated Stewards and Alternate Stewards.

Section 2. The names of the Officers and Stewards along with their designated areas shall be given in writing by the Union to the University at the time of their taking office. The University shall also be notified promptly, in writing, relative to any change in these positions. There shall be one (1) designated Steward and one (1) Alternate Steward per area.

A Union Officer or Steward may investigate and process a grievance during working hours without loss of pay. Before investigating a grievance, the Officer or Steward must schedule the time with **the employee's** supervisor and notify **the employee's** supervisor upon completion of the process. Should compelling circumstances prevent release at the time of the initial notification, the supervisor should schedule release time for grievance investigation as soon as possible. An employee may process a grievance during working hours without loss of pay. Before discussing a grievance with the employee, the Union Officer or Steward must schedule the time with the employee's supervisor and notify the employee's supervisor upon completion of the process. Should compelling circumstances prevent release at the time

of the initial notification, the supervisor should schedule release time for grievance discussion as soon as possible.

Union Officers and Stewards will normally schedule time away for Union business so as not to interfere with coverage in public service areas.

The Library Personnel Administrator, or designee, and the designated Union Steward shall meet with new employees for orientation purposes for up to one (1) hour during the new employee's first week of employment. A segment of the one (1) hour period shall be reserved for an exclusive discussion between the new employee and the Union Steward.

Union Stewards and alternates shall normally be permitted to attend meetings convened by the Local Union for up to one (1) hour per month with any time lost to be made up.

During second level grievance hearings as set forth under Article VIII, Section 4, an additional representative of the Union may be present during working hours to take notes of the hearing.

Section 3. Accredited representatives of the Union shall, upon notification to the Library Administration Office by the Union, be admitted to the University campus during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in adjusting grievances.

ARTICLE X ~ DISCIPLINE AND DISCHARGE

Section 1. The University shall have the right to discipline any employee for just cause.

Section 2. Certain offenses may be subject to summary discipline up to and including summary discharge by the University. With respect to these, no prior warnings are necessary for discipline. These offenses are the following:

1. Mutilation or destruction of library books or other property.
2. Theft of library books or other property, or any theft committed in the Library or during working hours.
3. Gross negligence which leads to substantial damage to library books or other property.
4. Physical offenses or threats of physical violence against the person of another in the Library or during working hours.
5. Violation of the No-Strike provision.
6. Unexplained absences of five (5) consecutive working days.
7. Malicious tampering with electronic data.
8. Harassment of another individual on the basis of race, gender, sexual orientation, etc.
9. Bringing, possessing, or using firearms, other dangerous weapons, devices, or substances whose purpose is to cause lethal or grievous harm, on campus or on any University owned or controlled property.
10. Bringing, manufacturing, possessing, distributing, dispensing, selling or using any controlled or illegal substance on campus or any University owned or controlled property, except where the employee can produce valid documentation.

Such discipline shall be made by the department head. Appeal therefrom will go directly to the Director of the Libraries or designee. If the discipline is affirmed at that level, appeal would go to the Vice President for Human Resources. Any further appeal would follow the procedures for arbitration provided in the Grievance Procedure.

Section 3. Disciplinary actions will be identified as being in one of the following three categories: Work Performance, Absenteeism/Tardiness, or Misconduct.

a. Discipline Procedure for Work Performance: The employee's supervisor shall be responsible for informing the employee of any problem that could lead to disciplinary action for Work Performance. If the employee's performance continues to be deficient or problematic the employee will be placed on "Needs Improvement" status. The employee's supervisor shall develop a reasonable plan for improving the employee's performance and review it with the employee and Union Steward prior to implementation. The plan should include specific and clear goals, benchmarks and time frames. If the employee believes that plan is not reasonable the Union may grieve its reasonableness. Such a grievance shall not, however, delay the implementation of the plan. The employee's performance shall be monitored on a regular and frequent basis for a two-month period. If an employee's performance has accomplished the goals set forth in the plan, the employee shall be removed from "Needs Improvement" status. If the employee's performance has not accomplished the goals set forth in the plan, the employee shall receive a warning, in writing, for work performance. The department head shall supply the employee and Union Steward with a copy of the warning. An employee may be disciplined for poor work performance without first being placed in "Needs Improvement" status if the employee has already been in "Needs Improvement" status under this Article or Article XI within one year of the expiration of being in such status.

b. Discipline procedures for Absenteeism/Tardiness or Misconduct: For offenses, such as repeated lateness, absenteeism, disorderly conduct, abusive language, carelessness in handling or use of library property, insubordination and like matters, discipline shall involve the following steps: oral warning, written notice, suspension without pay, and finally discharge. Such warning will explain to the employee the employee's failure to meet the required standards of conduct or performance. If that failure persists, the department head will give the employee a second warning, in writing, noting the date of the prior warning, and a copy will be given to the Union Steward.

c. In all three categories of discipline, if the employee's failure to meet the required standards of conduct or performance continues thereafter the employee shall be suspended by the department head for a period of up to ten (10) working days without pay. Written notification specifying the duration of the suspension will be given to the employee and the Union. If, after return from suspension, the required standards of conduct or performance are not met, the employee shall be discharged with two (2) weeks' notice.

Section 4. For the purposes of this provision, warning notices shall be considered current and in effect from the time of their issuance according to the following schedule: Two (2) months for oral notices; six (6) months for oral notice issued for the same offense within eighteen (18) months of the end of the previous oral notice; six (6) months for written notices; twelve (12) months for written notices associated with suspension. The two (2) month time period for oral warnings shall not include time when the employee is not at work, even though the employee may be in pay status. For the six (6) month time periods, time away from work for any reason in excess of five (5) days shall not be included. Such warning notices shall be destroyed at the end of the appropriate time period.

ARTICLE XI ~ REVIEW OF PERFORMANCE

Section 1. The first six (6) months of employment in the library system shall be considered a probationary period so that the University may determine if the new employee performs in a satisfactory manner. Before the end of that period, each new employee will have a performance review, and, if found unsatisfactory, the employee's employment shall be terminated with two (2) weeks' notice. Termination shall not be subject to the grievance procedure; however, probationary employees may file grievances on other matters.

Section 2. Each promotion carries with it a probationary period as described in Article VII.

Section 3. On an employee's anniversary of employment, there shall be a yearly review of the employee's performance to ensure continued satisfactory levels of performance. During the year between each employee's annual review, the employee's supervisor will be responsible for informing the employee of any problems with the employee's performance that could lead to any unsatisfactory rating in an annual review. When an employee's performance continues to be deficient or problematic, the supervisor shall place the employee in "needs improvement" status and document the basis for doing so. When an employee is placed in "needs improvement" status the supervisor shall develop a reasonable plan, including time frame(s), for improving the employee's performance and review it with the employee and Union Steward prior to implementation. The plan should include specific and clear goals, benchmarks and time frames. If the employee believes that plan is not reasonable the Union may grieve its reasonableness. Such a grievance shall not, however, delay the implementation of the plan. The employee's performance shall be monitored on a regular and frequent basis. When an employee's performance has accomplished the goals set forth in the plan the employee shall be removed from "needs improvement" status. If an employee's annual review is due while the employee is in "needs improvement" status, the annual review shall be postponed until the time frame(s) in the performance improvement plan has/have been completed. The due date for the employee's annual review shall continue to be the employee's anniversary date subsequently. Only employees who are in "needs improvement" status when **the employee's** annual review is due may receive an unsatisfactory rating in their annual review.

At the time of the annual review the professional supervisor will discuss with each employee the employee's rating to allow an adequate opportunity for an explanation of the rating given. A copy of the performance review will be given to the employee and the Union President. If an unsatisfactory is given in any area, a copy will also be given to the employee's Steward within two (2) working days.

Section 4 Review under this clause will be based on (a) quality of performance; (b) quantity of acceptable work; and (c) demonstrated ability to work with others in performing one's job routines and to follow work instructions.

An overall unsatisfactory rating shall result from an unsatisfactory rating in any two (2) of the above three (3) categories. The possibility that the job performance covered by one (1) of these categories might be so unsatisfactory as to affect severely the performance in one (1) or both of the other two (2) categories is recognized; in such cases, more than one (1) unsatisfactory rating would be appropriate.

Remarks included in the written review shall be limited to justifying an unsatisfactory rating in any of the three (3) categories.

Section 5. If the employee's overall rating is found to be unsatisfactory in an annual review, the employee shall be placed on probation for a two (2) month period. If the employee receives an overall unsatisfactory rating for such a period, this will be cause for termination and the employee will receive a written two (2) week notice of discharge. If the employee's work is satisfactory, the employee will be removed from probationary status. The employee shall not, however, be eligible for promotion until six (6) months after removal from such probation. An employee while on probationary status under this section shall not be eligible for a Unit of Service increase. Should such probationary period be completed in a satisfactory manner, the Unit of Service increase so due during the two (2) month probationary period shall be paid retroactive to the applicable date had the employee not been on probationary status.

Section 6. The keeping of accurate statistics may be required as part of the employee's normal job routine. Such statistics shall not constitute the sole criterion for any negative evaluation of work performance.

The Library reserves the right to maintain other records in order to fulfill the contractual obligation to evaluate an employee according to quantity of acceptable work.

ARTICLE XII ~ HOURS AND ASSIGNMENT OF WORK

Section 1. A work week shall consist of thirty-five (35) hours. These hours will fall between 7:00 a.m. and 5:00 p.m. Monday through Sunday. (See also Appendix C, Understanding No. 11)

Section 2. For the purpose of this Agreement, unusual hours shall mean any hours worked by an employee not falling between 7:00 a.m. and 5:00 p.m. and not in excess of thirty-five (35) hours. An employee who works unusual hours shall be compensated for those hours by a fifteen percent (15%) differential based on the employee's normal rate of pay.

Unusual hours shall first be offered to the employees in a unit on the basis of their working unit seniority with the exception noted in the next paragraph. If no employee or an insufficient number accept the offer, the unusual hours shall be assigned on the basis of inverse working unit seniority.

Because of special responsibilities in certain evening assignments it may be necessary to limit the offering or assignment of such blocks of unusual hours to specified job categories within a working unit, e.g., to the Assistant Head of Stacks or the combined categories of Head of Stacks and Assistant Head of Stacks. Because of special responsibilities in the Library Service Assistant job category, it may be necessary to exclude certain positions in this category from the offering or assignment of such blocks of unusual hours.

Section 3. The University agrees that all full-time permanent employees hired prior to July 1, 2017 shall be guaranteed thirty-five (35) hours pay per week at the employee's regular base rate of pay, provided that an employee covered by the aforementioned guarantee is not terminated for cause under the provisions of the contract; that when work in an employee's current position is not available the employee accepts other work offered; that all hours absent with or without pay shall be credited against the guarantee; and that while employees are exercising their rights under Article XXII this guarantee shall not be applicable.

Whenever operational changes make it necessary for a position in a working unit to be eliminated the incumbent employee in the position to be eliminated shall be notified as soon as possible of the position elimination and its effective date as soon as that is known.

If the work of the eliminated position is transferred to another working unit the incumbent employee shall move to the new working unit and carry **the employee's** working unit seniority into the new working unit and shall not be subject to a probationary period. The move to the new working unit shall not be considered a promotion as defined in Article VII, Section 1.

If two (2) months before the effective date of the position elimination the employee remains in the position to be eliminated the employee shall become an automatic applicant for posted vacancies at **the employee's** level of classification for which the employee is eligible to apply. If the employee is a successful candidate for such a position the employee shall move to the new position and carry **the employee's** working unit seniority into the new working unit and shall not be subject to a probationary period. The employee shall not be subject to the six (6) month restriction in Article VII, Section 10 while in this position or one (1) subsequent position.

If at the time of the position elimination the employee has not been successfully moved to a new position at **the employee's** level of classification the employee may be assigned temporarily to a position in a lower level of classification without loss of pay and shall not be subject to a probationary period. Such an employee shall be an automatic applicant for any posted vacancy at **the employee's** original level of classification. Once the employee is the

successful candidate for a vacancy at **the employee's** original level of classification the employee shall move to the new position under the terms of the preceding paragraph.

Employees who are moved under the terms of the three (3) preceding paragraphs shall retain first right of refusal to return to the employee's eliminated position if it is reopened and prior to its being posted as a vacancy.

When library operations require the elimination of multiple positions and the creation of new positions in the same classification, descriptions of the new positions will be provided to the Union for review. The affected employees will then be offered the new positions in their classification, in order of working unit or library seniority, as applicable.

Section 4. The Library administration shall establish in the working units of non-public areas, working schedules within the range of hours between 7:00 a.m. and 6:00 p.m. **Should staff find any area of their jobs, including the offered hours, create a legitimate hardship, they should work with their supervisors and Human Resources for support, this may mean applying for FMLA or other pre-existing University sponsored accommodations.** Such working schedules shall be subject to the requirements of Library service, the interrelationship of Library activities, security measures, and the need for adequate coverage in the units. Requests for these schedules shall be granted on the basis of working unit seniority and if adequate coverage is not obtained in any one (1) schedule, then this schedule may be deleted or assignment to this schedule shall be made on the basis of inverse working unit seniority.

The unusual hours differential specified in Article XII, Section 2, shall not apply to employees whose work schedule under this Section 4 ends between 5:00 P.M. and 6:00 P.M. Employees who voluntarily ask for work schedules under this Section 4 shall not be paid the unusual hours differential.

The Library will notify the Union at least thirty (30) days prior to any layoff affecting Staff hired after July 1, 2017 who are members of AFSCME Local 590. Upon notification the Library will inform the Union for the reason for the layoff and will bargain with AFSCME Local 590 over which employee(s) will be laid off and the procedures for layoff, as well as recall rights of laid off employees.

Section 5. The work schedules in public service areas and technical service areas will normally be established on a University of Pennsylvania semester basis, with the only modifications being made for employees attending [Drexel Clarion University](#) or other courses approved by the parties to this agreement, or when a vacancy is filled on a full-time basis.

Section 6. Because of special training and supervisory needs, employees in probationary periods may be assigned to working schedules by the Library administration for the probationary period.

Section 7. Employees who are called into work on their scheduled days off shall be compensated for no less than three and a half (3.5) hours worked at the appropriate rate of pay.

Section 8. In the event of temporary imbalances in work flow, employees may be transferred from one working unit where a shortage of work has been determined to exist to another working unit in the same working cluster where a surplus of work has been determined to exist, under the following conditions:

- a. Such transfers shall occur only after notification to the Union President or designee and such assignment shall be made for no more than twenty (20) working days unless it is approved by the Union, such approval will not be unreasonably withheld;
- b. The identification of employees to be transferred shall be based on job category and working unit seniority as in Article XII, Section 2, of the collective bargaining agreement;
- c. Under all circumstances, responsibility for an employee's annual review will remain with the supervisor of the employee's working unit;
- d. Such temporary transfers will be made only to a position in the employee's job category for which an employee has been, or will be, appropriately prepared;
- e. Transfers will not be made to a vacant position except during a period of time when a position is posted and waiting to be filled unless it is approved by the Union, such approval will not be unreasonably withheld;
- f. Transfers will not be made to eliminate overtime;
- g. Employees will not be asked to work overtime in another working unit unless overtime has been offered to the employees in the working unit and at no time shall employees be assigned mandatory overtime in another working unit;
- h. An employee who is transferred shall work the same schedule as in the employees working unit, any exception would be mutually agreed upon;
- i. Any backlog resulting from an employee's transfer shall not be the basis for an unsatisfactory annual review or any disciplinary action against the transferred employee;
- j. The Union and the Union recognize that there may be questions and disputes that will arise from time to time in connection with this change and agree to meet to resolve them. Any disputes that cannot be resolved between the Union and the Library administration shall be submitted to Step three of the grievance process. The working clusters described in Article II, Section 4, will also be the basis for voluntary work assignments

that are outside traditional work units. These assignments may be ongoing, or may be set up for specific, defined periods of time.

Record-keeping shall occur.

ARTICLE XIII ~ OVERTIME

Section 1. For purposes of this Agreement, overtime shall be defined as any time worked by an employee in excess of seven (7) hours during a given day or thirty-five (35) hours in any week or any hours worked on a sixth (6th) or seventh (7th) day of the employee's work week or on a day defined as a holiday by this Agreement. (See also Appendix C, Understanding No. 11)

Section 2. An employee who works overtime hours shall be compensated for these hours at a rate of one and one-half (1 1/2) times the employee's normal rate of pay. An employee who works a sixth (6th) day in their work week shall be paid one and one-half (1 1/2) times the normal rate of pay. An employee who works a seventh (7th) day in their work week shall be paid double the normal rate of pay. An employee working on a holiday recognized by this Agreement shall receive one and one-half (1 1/2) times the normal rate of pay in addition to regular straighttime compensation for the day.

Section 3. An employee shall have the option of taking time off as compensation for overtime work for hours worked between 35 and 40 hours per week or the hours worked on a holiday. This option of taking compensatory time must have the approval of the employee's immediate supervisor, be reduced to writing, and include the number of hours of compensatory time. An employee may request to take this compensatory time within the next three (3) months on the basis of three (3) working days' notice to the employee's immediate supervisor.

Such compensatory time off will be approved, provided such time off will not be seriously detrimental to the operation of the department. The amount of compensatory time due an employee shall be equivalent to the rate of pay to which the employee would have been entitled in overtime hours. Should Federal Law regarding the subject of compensatory time be changed, this Section 3 shall be amended to conform to those changes. From time to time the University may have special needs for which overtime will be offered that is not subject to the option of taking time off as compensation. Employees will be notified in advance of such unscheduled overtime offers that are not applicable to compensatory time.

Section 4. Overtime hours shall be offered to the employees in a working unit on a rotating basis starting with the employee with the greatest working unit seniority, the offers being balanced over a period of one (1) year with the exception noted in the next paragraph. If no employee accepts the offer, such hours shall be assigned by inverse working unit seniority on a rotating basis except for the following situation.

Because of special responsibilities involved in certain overtime assignments, it may be necessary to limit the offering or assignment of such overtime hours to specified job categories within a working unit, e.g., to the Assistant Head of Stacks or the combined categories of Head of Stacks and Assistant Head of Stacks.

Section 5. The pay differentials specified in this Article shall not apply to situations in which an employee is making up time.

Section 6. Any employee who accepts an overtime assignment on one of **the employee's** regularly scheduled days off and calls out sick the day before the assignment shall forfeit the employee's right to work that overtime assignment.

ARTICLE XIV ~ SICK LEAVE

Section 1. All employees are covered by the University Sick Leave and Short-Term Disability Policies.

Section 2. In cases where the employee has been out sick for more than five (5) days or where there is reasonable question of misuse of sick leave, the University may require a certificate from a healthcare provider as defined by the Family and Medical Leave Act indicating that absence was necessary and that the employee has recovered sufficiently to resume work.

Section 3. An employee who takes approved time off for a medical/dental appointment of three (3) hours or less shall have the option of making up the time or having it charged to sick leave with the prior approval of the supervisor. Missed time for medical appointments will normally be made up within the employee's current work week either prior to or after the date of the appointment, and that no more than three (3) hours may be made up within an employee's current work week.

Section 4. An employee who has a serious and chronic medical condition and desires reasonable accommodation from the Sick Leave and Disciplinary provisions of this agreement (Articles XIV and X) must provide appropriate documentation from a healthcare provider to the Library Human Resources Office before such accommodation can be considered and, if appropriate, granted.

ARTICLE XV ~ LEAVES OF ABSENCE

Section 1. Absence from work because of death in the employee's family shall be allowed on the following basis:

- a. A maximum of five (5) days off with pay is permitted upon the death of a spouse or University- registered same-sex partner, child, brother or sister, parent, guardian, son or daughter-in-law, mother or father-in-law, brother or sister-in-law. Direct step-relations or above-listed member of a University-registered same-sex partner's family are included in this category.
- b. A maximum of three (3) days off with pay is permitted upon the death of a grandparent, grandchild, aunt or uncle.
- c. One (1) day off with pay is permitted upon the death of a first cousin, nephew, or niece.

In the event of a death in an employee's family as defined above occurring while the employee is absent on vacation with pay, absence because of death in the family shall be in addition to and not part of the said vacation with pay.

Section 2. Employees shall be granted a leave of absence with no loss of pay any time they are required to report for jury duty or service or when subpoenaed to appear as a witness.

Section 3. Each employee shall be entitled to four (4) personal leave days in the course of one (1) year from July 1 through June 30. New employees hired between July and September shall be entitled to four (4) personal days, but only two (2) during the first six (6) months of employment; employees hired between October and December shall be entitled to three (3) personal days; January and March-two (2) personal days; April and June-one (1) personal day. Employees will not be permitted to carry over personal leave days beyond the June 30 deadline. Normally only one (1) personal leave day shall be taken in a work week.

Personal days requested for the day before or the day after a holiday may be denied except for a recognized emergency situation. A denial of a request for a personal day for the day before or the day after a holiday shall not be subject to the grievance procedure. A day requested and denied for vacation cannot then become a legitimate request for a personal day.

Section 4. The following provisions shall apply in the taking of course for credit:

- a. An employee taking courses for credit in a subject field directly related to the employee's current job responsibilities shall, with the approval of the supervisor, have up to a total of three (3) hours per week with pay to attend classes. The hours shall be set up in advance with the department head and be arranged so that they shall not be seriously detrimental to service. Where requirements of a course exceed the time allotted in the above paragraph, consideration shall be given to extending the time available on a case-by- case basis, including, but not limited to, the use of paid time off and/or compensatory time.

An employee attending a training course offered by the University for which the employee has received supervisory approval shall have the time necessary with pay to attend such courses.

- b. **An employee shall be permitted up to three (3) hours, (up to two course units as outlined in the University's Tuition Policy) in total per week to take undergraduate courses of the employee's own choosing for credit or to attend graduate conferences with the presentation of written confirmation of such conferences, or up to four (4) hours per week for graduate courses for credit, or four (4) hours when needed to satisfy undergraduate degree requirements, unless such action would be seriously detrimental to service (The manner of making up the time or other arrangements relating to the time away from work must be satisfactory to the immediate supervisor. Where requirements of a course or length of travel exceed the time allotted in the above paragraph, consideration shall be given to extending the time available on a case-by-case basis, including, but not limited to, the use of paid time off and/or compensatory time.**
- c. Courses may be taken under the provisions of either subsection (a) or (b) but not under both in the same term.

Section 5. The following conditions shall apply for personal leaves of absence:

- a. Personal leaves of absence may be granted with approval for periods up to one (1) year for employees who have been employed more than three (3) years unless such action would be detrimental to service. Employees are eligible for leaves subsequent to the first leave, provided that between each leave of less than six (6) months there is a period of one (1) year and for leaves of six (6) months or more there is a period of at least three (3) years or more, unless such action would be detrimental to service. The Library Administration will be as flexible and reasonable as possible in granting leaves of absence.
- b. Requests for leaves must be submitted in writing to the immediate supervisor according to the following schedule: for leaves of less than five (5) working days, normally three (3) working days prior to the leave; for leaves of five (5) or more working days up to one (1) month, normally two (2) weeks prior to the leave; for

leaves of more than one (1) month up to six (6) months, normally three (3) weeks prior to the leave; for leaves of six (6) months or more, one month. For leaves of five (5) or more working days, a copy of

the request must be submitted to the Library Administration Office. The responsible supervisor will make every effort to respond as soon as possible to the written requests.

- c. The University requests notification at least two weeks prior to the expected date of return for leaves of less than six (6) months; for leaves of six (6) months or more, one month, indicating whether or not the employee is able to return by the date originally specified.
- d. Requests for leave must specify a definite date of return. Normally, extensions to such leaves will not be granted. Individuals on approved leaves of absence will be reinstated in the same job category, but there will be no guarantee of their being placed in the same position.
- e. If an employee returning from a leave chooses to apply for a vacant position for which the employee is eligible within the employee's job category and which has already been posted for five (5) working days, the employee may do so, provided that the employee's original job has not been held for the employee and that the jobs which have passed the posting period have not been offered to applicants outside the library system.
- f. Employees who go on leave without having completed six (6) months in the position which they are leaving shall not be eligible to return to a new position until six (6) months after they began work in the vacated position. This shall not apply if a vacancy exists for which no other eligible member of the bargaining unit applies.
- g. If the yearly review of performance of an employee requesting a leave of absence of more than one (1) month is due during the leave period, the performance rating shall be made three (3) weeks prior to the date leave is taken. If leave is taken for less than one (1) month, the rating shall be made after the employee returns. In the case of an unsatisfactory rating, the two-month probationary period shall begin with the date of review and shall be continued with the return from leave.
- h. Employees who return from leaves of absence to positions other than those from which they left shall be subject to the probationary period set forth in Article VII, Section 8. An unsatisfactory rating at this time shall be equivalent to an unsatisfactory rating under Article XI.
- i. An employee on an approved leave of absence for child rearing or family medical care purposes shall have paid by the University those medical, dental, and life insurance premiums normally paid by the University for that employee.
- j. Employees may not accept other employment while on leave of absence unless prior notification to the Library has been given of the unusual circumstances and approval obtained.

Section 6. Employees who wish a leave of absence for child rearing purposes to care for a child under the age of six (6) may apply for a personal leave of absence under Section 5 of this Article. The personal leave for child-rearing purposes is the only leave that: 1) will be excluded from the conditions set forth in 5(a) above; and, 2) will be allowed an extension of six (6) months without pay based upon a written request at the end of the first six (6) months.

Section 7. Any employee who is a member of the reserve force of the United States or of any state and who is ordered by the appropriate authorities to attend a training program or perform duties other than active duty under the supervision of the United States or of any state shall be granted a leave of absence during the period of such activity with no loss of pay.

Any employee who enters into active service in the Armed Forces of the United States while in the service of the University shall be granted a leave of absence for the period of military service.

Any employee who shall be imprisoned for refusal to accept induction into the Armed Forces of the United States shall be granted a leave of absence for the period of imprisonment.

Section 8. Employees on leave of absence shall accrue University and Library seniority with the exception of seniority for promotion and vacation accrual. Employees on leaves of absence shall not accrue working unit seniority. Employees on leaves of absence of six (6) months or less shall accrue retirement benefit credits. Upon returning from the leave of absence, employees may use any remaining vacation allotment or accrual, and may draw on vacation time as it is currently accrued.

ARTICLE XVI ~ LEAVES OF ABSENCE FOR UNION BUSINESS

Section 1. At the written request of the Union, the University shall grant either an officer or a duly elected or appointed representative, not to exceed two (2) employees at any one time, a leave of absence without pay for a period not to exceed one (1) year or the period of elected office. The purpose of this leave is to permit the representative(s) to work for the International, District Council, and/or the Local Union on Union business. During the period of such a leave of absence, an employee will not accrue seniority, nor will the University have any

obligation for continuation of benefits as specified elsewhere in this Labor Agreement. Such leaves may be extended upon written request thirty (30) days prior to the termination thereof.

The employee must notify, in writing, the Library Personnel Administrator ninety (90) working days prior to returning from a leave of absence for union business.

Section 2. At the written request of the Union, employees, not to exceed two (2), shall be granted a leave of absence without pay for attendance at the Union's National Convention.

Section 3. At the written request of the Union, employees, not to exceed two (2), shall be granted a leave of absence without pay for attendance at the Union's State Convention, the State AFL-CIO Convention, and/or the Union's District Convention.

ARTICLE XVII ~ VACATIONS

Section 1: Accrual rates:

- a. Employees shall accrue vacation time based on University seniority. Vacation time is accrued monthly, and will be credited to employees on the last day of each month, provided the employee has been in pay status at least half (1/2) of the employee’s working days in a calendar month: otherwise the employee will earn one half (1/2) a month’s accrual.
- b. Vacation allotment shall be computed according to the following schedule:

Years of Service	Monthly Accrual Rate (Days)	Monthly Accrual Rate (Hours)
Less than 1 years of service	.8334	5.8333
At least 1 years of service	1.25	8.75
At least 5 years of service	1.667	11.667
At least 25 years of service	1.8334	12.8333

Section 2. Transition to vacation accrual method:

- a. On July 1st 2013, current employees will receive credit for all vacation time earned from July 1st 2012 - June 30th 2013. During the period beginning July 1st 2013 - June 30th 2014, employees will accrue vacation time in accordance with the schedule above, without a maximum balance being applied.
- b. Effective July 1st, 2014, employees will accrue vacation time in accordance with the schedule above. During this period, an employee may not have a balance of more than fifty-five (55) vacation days at anytime. Employees hired after August 1st 1988, may not have a balance of more than thirty-three (33) vacation days at any time. If an employee’s balance exceeds the maximum, the employee will not accrue any additional days until the balance falls below the stated limit.
- c. Effective July 1st, 2015, employees will accrue vacation time in accordance with the schedule above. During this period, an employee may not have a balance of more than forty-four (44) vacation days at anytime. Employees hired after August 1st 1988, may not have a balance of more than twenty-two (22) vacation days at any time. If an employee’s balance exceeds the maximum, the employee will not accrue any additional days until the balance falls below the stated limit.

Time must be requested and approved by a supervisor in advance in accordance with rules for vacation usage.

Section 2. Each employee shall also receive the special winter vacation granted to designated University employees.

Section 3. An employee shall receive the employee’s regular rate of pay during a vacation.

- a. Each employee shall be able to accrue unused vacation days up to the number of days to which the employee is entitled over a two (2) year period. *
- b. For employees hired after August 1, 1988, the accrual will be over a one (1) year period. These employees may request in writing to the Library Human Resources Officer, authorization to carry over unused vacation days to be used for personal/family medical reasons.

Section 4. Maximum flexibility regarding choice of vacations shall be granted on the basis of seniority within a working unit, and vacation periods of five (5) or more days will normally be requested at least two (2) weeks in advance.

Employees who wish to take their vacations in days (that is, in periods of less than five (5) days at a time) shall give at least three (3) working days’ advance notice of such days to their immediate supervisors.

Section 5. At termination, an employee will receive full pay at the employee’s current rate for all unused vacation days.

Section 6. Vacations may be taken at any time as long as such time would not be seriously detrimental to library service.

ARTICLE XVIII ~ HOLIDAYS

Section 1. The following holidays or the day on which the holiday is observed shall be considered non-workdays:

New Year's Day
Martin Luther King's Birthday Floating Day
Memorial Day Independence Day Labor Day
Thanksgiving Day and the following Friday Christmas Day

Section 2. When a holiday falls during a weekend or an employee's vacation or on a day on which the employee is not scheduled to work, equivalent non-work days shall be granted to the employee.

Section 3. An employee will not be eligible for holiday pay if **the employee** is out sick on **the employee's** regularly scheduled work day before and/or after the holiday excluding other scheduled days off and cannot justify the absence with a physician's certificate.

Section 4. The floating day listed in Section 1 above, shall be treated as a vacation day for scheduling purposes. The floating day is available for use in each fiscal year running from July 1 to June 30.

ARTICLE XIX ~ LUNCH HOURS AND REST PERIODS

Section 1. Each employee shall be permitted to take a lunch hour between the hours of 11:00 a.m. and 2:30 p.m. at the employee's discretion except in working units where the University decides that personnel is required at all times. In such working units, lunch hours shall be assigned with preference to the employee's seniority in the working unit.

Exceptions to the 11:00 a.m. to 2:30 p.m. lunch hour limitation shall be made for employees in recognition of the special needs of an employee on a given day or who works an unusual shift.

Section 2. Each employee shall be entitled to one twenty (20)-minute rest period during each half of the day. Rest periods shall normally be taken toward the middle of each half day at the discretion of the employee except in working units where the University decides that personnel is required at all times. In such working units, rest periods shall be assigned with preference to the employee's seniority in the working unit. Rest periods shall not be cumulative.

Section 3. The University shall attempt to provide adequate lounge facilities for all employees, including adequate seating, a cot, a refrigerator, and a microwave oven.

ARTICLE XX ~ HEALTH, WELFARE AND EDUCATION

Section 1. For employees who choose to participate in any health care coverage options provided at the University, all employee cost share will be paid by the employee in accordance with the then current University payment schedule. Both the University and Union acknowledge that the employee health cost share includes amounts for medical and prescription benefits.

For employees covered by this labor agreement, the University shall pay the full premium for employees enrolled in the Group Life Insurance Plan.

An employee covered by this labor agreement shall be eligible to participate in the dental plans sponsored by the University in accordance with the provisions thereof, including the payment of premiums, as may be amended from time to time by the University.

Section 2. The University and the Union agree that all of the terms and provisions of the Group Life Insurance Plan (effective July 1, 1998), the Long-Term Disability Income Plan for University Personnel (effective July 1, 1983), the Retirement Allowance Plan of the University of Pennsylvania (effective July 1, 1998), and the University of Pennsylvania Tax Deferred Retirement Plan (collectively the "Plans") effective July 1, 2000 shall be and hereby are incorporated herein by reference as fully as though expressly set out herein, and that the parties hereto shall be bound thereby; provided, however, that except as written below, the University agrees that during the term of this Agreement, it will not without the knowledge and consent of the Union, modify, suspend, or discontinue any of these Plans insofar as they affect employees covered by this Agreement. Notwithstanding the foregoing, the University may, without the knowledge or consent of the Union, take any action with respect to the Plans (including, without limitation, amendment of the Plans) that (i) is necessary to maintain the Plans' compliance with applicable law, or (ii) applies to all University employees covered under the Plans and relates to the general administration of the Plans or the method of delivering benefits under the Plans; provided that such action does not affect the type or amount of the benefits provided under the Plans.

Section 3. **If an employee who has completed three years of library service takes courses in Library & Information Science or Information Technology at Clarion University (or optionally Rutgers University for New Jersey residents), the University shall reimburse the employee for tuition costs up to the amount of four (4) credit hours per quarter, upon satisfactory completion of the course, until the employee has obtained a Bachelor's or Master's degree in Library Science. It is understood that if one (1) of the required courses for the**

Bachelor's or Master's degree exceeds the credit hour limitation set forth previously, the University for such course only shall reimburse the employee for tuition costs up to the amount of six (6) credit hours per quarter, upon satisfactory completion of that course. As long as the total reimbursement in one academic year does not exceed four (4) courses, the University shall also reimburse the employee for tuition costs up to the amount of six (6) credit hours in one quarter, upon satisfactory completion of two (2) courses, if the employee chooses not to enroll during the summer session. The submission of reimbursement processing shall be made to the additional pay system within ten (10) business days by Library Administration after all required documentation has been submitted to the University, assuming that the employee is in active pay status. The maximum number of employees that will be reimbursed under the above program is limited to six (6) employees. Once enrolled, an employee shall not be bumped from the program unless the employee interrupts studies for more than three (3) consecutive terms. New participants are required to make up the work time used to attend all Clarion University (or Rutgers for New Jersey residents) courses that are not directly work related.

Section 4. Employees and their dependents, where applicable, are eligible to participate in the Faculty and Staff Scholarship Program in accordance with the provisions thereof as amended from time to time by the University.

Section 5. The children of employees who have worked full-time for at least three (3) years shall be eligible for participation in the Faculty and Staff Scholarship Program while matriculating at the University.

Section 6. The children of a deceased employee shall be eligible for the benefits of the Faculty and Staff Scholarship Program in accordance with the terms and conditions thereof.

Section 7. If the University should improve any of the University benefit programs set forth in Sections 1-6 of this Article XX, such improvements shall be immediately applicable to members of this unit.

In addition, should the University provide any additional benefit programs to any employees covered by a collective bargaining agreement, such additional benefit programs shall be immediately provided to members of this unit. (See Appendix C, No. 5.)

Section 8. The University will provide members of this bargaining unit with summaries of the benefit plans for which they are eligible.

***Section 9.* Contributions from the University to the Legal Services Fund shall be \$4,000 per month for each year of the contract beginning July 1, 2021.**

Section 10. The Union and the University agree to create a Joint Task Force on Staff Development and Training. The mission of the Task Force shall be to develop and recommend training and enrichment opportunities for employees that will better enable them to adapt to the changing workplace, prepare them for promotional opportunities, and allow them to pursue their personal interests. In this effort the Task Force shall be responsible for identifying internal and external resources as well as incentives and, when appropriate, creating internal resources. The Task Force shall meet on an as-needed basis but no less than quarterly in a calendar year. The membership of the Task Force shall consist of three (3) members appointed by the University and three (3) members appointed by the Union.

ARTICLE XXI ~ NON-DISCRIMINATION AND NON-COERCION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, gender, sexual orientation, marital status, race, color, religion, national origin, ethnic origin, political affiliation, disability, gender identity, or status as special disabled, Vietnam era or other eligible veteran. The Union shall share equally with the University the responsibility for applying this provision of the Agreement.

The University agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the University or any University representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union or for any other cause related to Union activity.

ARTICLE XXII ~ NO STRIKE-NO LOCKOUT

Section 1. As long as this Agreement is in effect, the Union shall neither cause nor counsel its members or any of them to strike, to directly or indirectly commit any concerted acts of work stoppage, slowdown, or mass absenteeism. The members of the Union shall not strike, or directly or indirectly commit any concerted acts of work stoppage, slowdown, or mass absenteeism. This clause shall not apply where the University refuses to follow the grievance procedure or refuses to arbitrate or comply with a valid award of arbitration. Likewise, it shall not apply where the Union is honoring a legal and lawful strike by the University-recognized bargaining unit, Local 54 AFSCME.

Section 2. As long as this Agreement is in effect, the University shall not lock out any employee. The term "lockout" as used above shall be construed to mean a refusal to permit employees to work, which refusal is issued with the sole purpose and intent of influencing a dispute relating to this Agreement.

ARTICLE XXIII ~ MISCELLANEOUS

Section 1. The University shall make available to the Union, upon its written request, any and all information and statistics the University has heretofore compiled and records it customarily maintains which are relevant to negotiations or necessary to the proper enforcement of this Agreement.

The following information shall be promptly reported to the union member or officials indicated:

- New hires (including appointment date, title and work unit): President, Secretary-Treasurer, Health and Welfare Administrator, Steward;
- Date and time of new hire Library orientation: Steward, Secretary-Treasurer;
- Position change (including start date, title, working unit and status from part-time to full-time): President, Secretary-Treasurer, Health and Welfare Administrator, new Steward;
- Salary changes for promotion from junior to senior level of job categories or unit of service increases: Member
- Leaves of absence (including start date, return date and statement of decision to hold or not hold position): President, Secretary-Treasurer, Health and Welfare Administrator, Steward;
- Returns from leave of absence (including date, title and working unit): President, Secretary-Treasurer, Health and Welfare Administrator, Steward;
- Short-Term and Long-Term Disability status and changes: President, Secretary-Treasurer, Health and Welfare Administrator;
- Workers' compensation status and changes: President, Secretary-Treasurer, Health and Welfare Administrator;
- Separations (including effective date) for regular full-time or regular part-time employees: President, Secretary-Treasurer, Health and Welfare Administrator.

Upon ratification of this agreement, the employer will provide the union with names and addresses of all Local 590 members who have retired in the last six (6) months. Henceforth, the employer shall provide the union, on a quarterly basis, the names and last known address of every local 590 member who has retired during the period. Copies shall be sent to the President and the AFSCME DC47 Retiree Chapter 1606 Walnut Street, Philadelphia, PA 19103.

Section 2. Whenever members of the bargaining unit are mutually scheduled by the parties to this Agreement to participate during working hours in conferences, meetings, or negotiations respecting the collective bargaining agreement, they will suffer no loss in pay and will not be required to make up the time. This shall further apply to those two (2) members of the bargaining unit who serve on the Executive Board of District Council 47 whenever they are required to attend meetings of that body.

Section 3. The University will provide sufficient copies of this Agreement for present and new employees. The Union shall distribute copies of this Agreement to all employees. The University shall supply copies of this Agreement to new employees at the time they are hired.

Section 4. Employees shall be entitled to the same borrowing privileges in the University library system as the professional library staff.

Section 5. Employees shall not be subjected to public reprimands.

Section 6. The Local Union shall have the use of the University telephones and the intramural mail.

Section 7. Employees shall be permitted to use University telephones for personal calls, providing that they follow the University procedure for charging such calls. (See also Appendix C, Understanding No. 7)

Section 8. The University shall not expect or ask its employees to increase their output beyond reasonable limits. The library system is, however, obligated to function during its scheduled hours regardless of shortage in staff due to unforeseeable conditions such as illness or weather emergencies, etc. and is subject to seasonal and at times unpredictable fluctuations in use. At any one time, it may thus be faced with temporary increases in work and may of necessity call on its employees to cope with such increases in work. Any complaint of unfairness in the assignment of such increased work may be taken up through the regular channels of the grievance procedure.

Section 9. The University shall furnish and maintain suitable bulletin boards or space in convenient places in each work area to be used by the Local Union. Such postings must have the signed approval of the designated Union Officers or Stewards. The names of the designated Union Officers or Stewards shall be given, in writing, by the Union to the University.

Section 10. If in any work area the temperature remains below 60 degrees Fahrenheit for more than two (2) hours

(beginning at 9:00 a.m. or after), the employees shall be dismissed, or, if feasible, moved to perform the regular duties of the job category in another work area. If personnel are required in such an area, a skeleton staff shall remain and be compensated for all time worked under these conditions by time off at the rate of one and one-half (1 1/2) hours per hour worked.

If from May 1 through October 15 the temperature rises and remains for two (2) hours (beginning at 9:00 a.m. or after), above 82 degrees Fahrenheit in an air-conditioned area or 88 degrees Fahrenheit in an area where there is no air-conditioning, the same procedure shall be followed. Furthermore, if at any time certain employees are dismissed early and a skeleton staff remains, this skeleton staff shall be compensated by time off at the same rate as above.

In any of the above-mentioned instances when a skeleton staff remains at work, the employees who are to be on the skeleton staff shall be chosen in the manner described in the overtime provisions in Article XIII, Section 4.

Section 11. The University shall furnish all necessary equipment and tools that an employee may need in the performance of that employee's job duties.

Section 12. Employees shall be entitled to the maximum discount offered to any University employee or student at any store operated by the University with the exception of certain special faculty discounts.

Section 13. Employees shall be entitled to participate in the University Federal Credit Union.

Section 14. Employees shall be entitled to participate in the University Payroll Savings Plan.

Section 15. An employee who develops a temporary disability will be given alternate job duties whenever possible for the duration of the disability in the event that the employee's regular job duties would endanger the employee's condition. The University recognizes its responsibility with respect to the health of its employees to maintain normal library working conditions.

The University further recognizes its responsibility to maintain conditions of safety and security in and around the buildings in which employees work.

Section 16. The University shall immediately, whenever possible, correct any errors in an employee's paycheck. The University shall attach a statement explaining the difference in the gross pay to all paychecks containing monies different from an employee's normal gross rate of pay in a pay period.

Section 17. The University shall continue its present practice of providing available parking spaces in Lot #3 for employees who work unusual hours beyond 6:00 p.m. at no cost to the employee on a first come first served basis.

Section 18. Upon the request of an employee, that employee shall be given access to the official personnel records kept by the Library Administration Office or Human Resources Division of the University on that employee.

Section 19. All work-related injuries should be reported to a supervisor immediately.

Section 20. The University will furnish the necessary I.D. card holders at no cost to the employees if they are required to display their I.D. card in the workplace.

Section 21. The University will provide employees with electronic mail accounts for University business purposes.

Section 22. At the end of each quarter in the calendar year, the University shall provide each employee with a report of **the employee's** unused paid leave (Sick, Vacation, Personal and Floating Holiday). Library Management will not provide time balance lists at such time as the University's Paid Time Off System accurately tracks the time balances.

Section 23. Whenever the employee's base pay rate is adjusted for any reason, the employee shall be advised in writing of the new amount and the reason for the adjustment.

Section 24. The Union and the University agree that, during the term of this Agreement, they will establish a Labor/Management Committee to engage in interest-based problem solving, to ensure the currency and relevancy of this Agreement, to address issues that may arise that are referenced in Article I of this Agreement and for such other issues that the parties mutually agree to consider.

The Committee will convene a minimum of 4 meetings per year, but could meet on a more frequent cycle if the parties agree. Meetings will follow these guidelines:

- Grievances and arbitrations will not be discussed.

- The committee will have no authority to change or modify the terms of the current collective bargaining agreement, but will maintain between both parties open lines of communication and the exchange of information on new and developing issues. Changes or modifications to the current CBA may be recommended and may be mutually agreed to by the University and Union.

- Meetings will be held at mutually convenient times to minimize disruption to work flow and operational needs.

- Agenda items will normally be exchanged at least five days prior to a meeting.

- The parties will alternate responsibility for minutes.

The committee will consist of an equal number of members from labor and management but will have no less than three (3) members from each group. Each party will designate one representative to serve as co-chair. The co-chairs will serve as spokespersons for their team and will be responsible for submitting agenda items and ensuring the flow of information between the groups.

ARTICLE XXIV ~ TEMPORARY VACANCIES

Section 1. If the Library Administration determines that a temporary vacancy caused by a personal leave of absence, leave of absence for Union business, or because of temporary and/or occasional operational requirements, is to be filled, such temporary vacancy, at the discretion of the Library Administration, may be filled as follows under Section 2 or Section 3 below.

Section 2. A temporary vacancy may be filled through temporarily upgrading an employee as follows:

- a. The temporary vacancy shall be posted in the working unit, where the temporary vacancy exists, for two (2) working days.
- b. The temporary vacancy shall be filled by the employee with the greatest working unit seniority who is in a lower job category in the working unit.
- c. In the event no employee in a lower job category requests such temporary upgrading, then the temporary vacancy shall be posted in the department (where applicable) for two (2) working days, and shall be awarded to the employee with the greatest library seniority who is in a lower-rated category and who has bid the temporary vacancy.
- d. All temporary upgrading shall be subject to the applicable provisions of Article VII, Sections 4, 8, and 9.
- e. Any employee filling a temporary vacancy shall be paid the rate for such position in accordance with Article VI.
- f. Employees filling a temporary vacancy shall accumulate seniority only in their regular position, and shall in no way be restricted from exercising their rights under Article VII.
- g. In the event the temporary vacancy becomes a permanent vacancy, the employee filling such temporary vacancy shall be considered, providing such employee so bids, for selection before a new employee is hired and providing the applicable conditions of Article VII are satisfied.
- h. An employee while filling a temporary vacancy will be covered by the provisions of Article XI.

i. Any employee who is in a probationary period shall be excluded from consideration for temporary upgrading.

Section 3. A temporary vacancy may be filled by hiring an employee on a temporary basis. Such an employee shall, no later than the employee's effective date of employment, receive written notification of **the employee's** termination date. At least thirty (30) days prior to the scheduled termination date, the employee shall be notified of the termination date or of the possibility of an extension of the termination date if the leave of the incumbent or the length of the temporary operational requirement is extended. Copies of these notifications shall be sent to the Union.

An employee hired to fill a temporary vacancy shall be covered by the following conditions:

a. An employee, regardless of the stated period of employment, will during the first six (6) months of employment be considered as a probationary employee under Article VII, Section 8, and during the total period of employment shall be eligible for participation under the same benefit programs and other provisions of this agreement as any other probationary or regular employee except: Article VII, except as noted in (d) below; Article XV, Sections 2, 3, 6, 7, and 8; Article XVI.

In the event a temporary employee is hired as a permanent employee, the employee will be required to complete a six (6) month probationary period in the position for which hired less any time worked in the same position as a temporary employee.

b. An employee with a stated date of termination within six (6) months or less of the date of hire shall upon termination receive a performance review and such performance review shall not be subject to the grievance procedure.

c. An employee with a stated termination date shall be eligible for Unit of Service increases and any salary increase made applicable to the bargaining unit.

d. An employee with a stated termination date of more than two (2) years from date of appointment shall be eligible for promotion from junior level to senior level as provided for in Article VII and shall also be eligible to apply for posted vacancies the same as any regular employee.

e. An employee with a stated termination date who accepts, during or after the stated period of employment, another position without a stated termination date shall have University and library seniority accumulate in accordance with Article III, Section 1, but excluding time not spent in pay status in computing time for completion of any probationary period or promotion purposes.

Section 4. If the Library Administration decides to fill a temporary vacancy within the provisions outlined in Section 2 or 3 of this article, the Union shall be notified by what method at least ten (10) days before the vacancy is to be filled. In those cases where a vacancy is not the result of an absent employee the Union should be informed about the nature of the work and, to the extent possible, the expected duration of the appointment. If a demonstrable business need requires immediate action to fill a temporary vacancy, the ten (10) day notification period may be waived.

Section 5. An employee with a stated termination date may within the first six (6) months be terminated for cause and such terminations are not subject to the grievance procedure.

Section 6. A temporary vacancy with a duration of one (1) year or more and/or to which a return to employment date cannot be determined shall be reviewed with the Union before being filled under the provisions of this article or Article VII.

ARTICLE XXV ~ EXAMINATION BY DOCTORS

Section 1. Where a medical examination by a qualified physician may be required to determine the need for an adjustment in an employee's status, such action shall be initiated only by the Director of Libraries or the Director's designated representative. The cost will be paid by the University and the examination will be conducted by a doctor or doctors who are regularly employed for this purpose by the University/Library and/or its insurance carrier for the treatment of injuries sustained by employees in the course of their work. If such an examination should disclose that the employee's condition indicates that the Library Administration should make an adjustment in the employee's status, such adjustment may be made as necessary to correct the situation.

Section 2. If the employee questions the decision of the examining physician, the employee may support this question by submitting in writing a contrary opinion furnished to the employee by a qualified physician, whose fees the employee has paid. In such an event and if the decision of the University/Library physician is not changed as a result of the statement of the employee's physician, then the two (2) physicians shall select a third qualified impartial physician who will be required to make an examination of the employee and render a decision. In such an event, the

fees of the third physician shall be paid equally by the Library Administration and the employee. The decision of the third impartial physician will be controlling on both the Library Administration and the employee.

Section 3. If an employee submits in writing an opinion furnished to the employee by a qualified physician as a basis for a requested adjustment in the employee's status, the procedure in Sections 1 and 2 above can apply, with the original opinion submitted by the employee accepted as the opinion to be supplied by the employee in Section 2 above.

ARTICLE XXVI ~ DURATION

The undersigned representing the University of Pennsylvania and its Libraries and Local Union No. 590 of the American Federation of State, County and Municipal Employees, AFL-CIO, and its District Council No. 47, hereby approve the foregoing Collective Bargaining Agreement, effective **July 1, 2021**, and it shall remain in full force and effect until 12:01 a.m. on **July 1, 2026** subject only to such changes in phraseology as shall be mutually satisfactory to counsel representing both parties, except: This Agreement shall remain in full force and effect from year to year, unless within the thirty (30) day period immediately preceding the sixtieth (60th) day prior to **July 1, 2026**, or a subsequent anniversary date, written notice of termination is given to either party.

All provisions of this Agreement shall remain in full force and effect during the term of the Agreement and during any period or periods of extension mutually agreed upon by the parties hereto.

For:
The Trustees of the University
of Pennsylvania

Jeffrey S. Rowland, Executive Director
Staff and Labor Relations

Angela Cabrera, Associate Director
Staff and Labor Relations

Ufuoma Pela
Senior Director, Human Resources
Provost Center

Jon Shaw
Associate Vice Provost
University Libraries

Jalil Shafi
Associate Director, Human Resources
University Libraries

For:
Local AFSCME Local 590

Yvonne Harris, President
AFSCME Local 590

Cathy Scott, AFSCME DC 47

Paul Danenfesler, AFSCME DC 47

Eli Baum, AFSCME Local 590

Lloyd Frank, AFSCME Local 590

John Hogan, AFSCME Local 590

Shawn Jasper, AFSCME Local 590

Jenell Breitenbach, AFSCME Local 590

Elizabeth Moersh, AFSCME Local 590

Robert Harris, AFSCME Local 590

APPENDIX A ~ JOB CATEGORY DESCRIPTIONS

At the first level, employees perform work that is segmentable and repeatable, follows well-established guidelines and procedures, is closely supervised, and requires limited decision-making from the employee.

At the second and third levels, employees work within broadly defined procedures, are expected to handle fairly complex, multi-part workflows, and resolve problems in consultation with their supervisors.

At the fourth level, employees work under very general supervision and may be called on to perform work at advanced levels (sometimes involving a specific subject or language area, or a special form of material), resolve complex problems using independent judgment, and/or direct the work of other full-time employees.

JOB CATEGORY: Library Clerk

DEFINITION: Library Clerks perform a wide range of functions related to the processing, handling, physical arrangement, and delivery of library collections materials; maintain library records; request, receive and distribute supplies for specified departments to support operations; in emergencies, assist with protecting and/ or rescuing library materials from damaging situations; and, perform procedures by which library materials are delivered to patrons. Positions may require varying degrees of public/customer service and perform other duties as assigned.

QUALIFICATIONS: HS Diploma or equivalent required. Experience in library setting desired. Strong customer service orientation, attention to detail and strong written and verbal communication skills helpful. Position may require some physical effort such as lifting or standing for extended periods of time.

JOB CATEGORY: Assistant Head of Stacks I

DEFINITION: Working in the context of the established procedures and policies, responsible for the order and maintenance of the Library's collections. request, receive and distribute supplies for specified departments to support operations; in emergencies, assist with protecting and/ or rescuing library materials from damaging situations; and, perform procedures by which library materials are delivered to patrons. Positions may require varying degrees of public/customer service and perform other duties as assigned.

In addition to these basic job functions, the Assistant Head of Stacks will serve as Building Superintendent during some evenings and weekends. This includes overseeing building security, maintaining order, being responsible for building as a whole

QUALIFICATIONS: A minimum of a high school education is normally required with an interest in and aptitude for 'book centered' work. Pertinent experience: for those in the library system, two (2) years of library experience, preferably including stack experience; for those outside the Library, two (2) years of pertinent experience. Ability to work a schedule which involves weekend and evening work. Mature judgment and a sense of responsibility.

JOB CATEGORY: Library Assistant I

DEFINITION: Library Assistants in technical services areas are responsible for the creation, maintenance, and interpretation of the bibliographic records that describe library holdings and for the bibliographic processing of additions to the collections. Under general professional supervision, coordinates the production, management and storage of digital library content. May serve as a faculty contact for technical questions concerning inclusion of digital files into courseware.

Library Assistants in public services areas are responsible for service desk (circulation/reserves and information), some training and directing the work of library clerks, students and part-time staff, and the maintenance of records and files established in libraries to govern the acquisition, organization, and

reservation and circulation of collections. The Library Assistant will be expected to perform other duties assigned.

QUALIFICATIONS: Demonstrated skills in working with bibliographic records developed through a combination of experience and training. Actual experience in bibliographic work and the ability to work independently. Attention to detail and dependability.

JOB CATEGORY: Library Delivery Assistant I

DEFINITION: Under general supervision of the Building Administrator, the Library Delivery Assistant as the primary driver of the Library van is responsible for retrieving and delivering materials and other things e.g. photocopy supplies, furniture, equipment, etc. for the Library system. Duties include ensuring the vehicle is properly maintained.

QUALIFICATIONS: Valid driver's license and safe driving record. Ability to lift heavy items regularly. An average box of books weighs approximately 50 lbs. Knowledge of bibliographic and classification information.

JOB CATEGORY: Assistant Head of Stacks II

DEFINITION: Promotion to this classification is based upon periods of service as specified in Article VII, Section 3(a).

DUTIES:

- Employees promoted into this classification on the basis of experience will assume a higher degree of responsibility and independence in performing the duties of the job category

JOB CATEGORY: Library Assistant II

DEFINITION: Promotion to this classification is based on periods of service as specified in Article VII, Section 3(a).

DUTIES:

- Employees promoted into this classification on the basis of experience will assume bibliographic work at advanced levels involving materials of unusual complexity

JOB CATEGORY: Library Delivery Assistant II

DEFINITION: Promotion to this classification is based on periods of service as specified in Article VII, Section 3(a).

DUTIES:

- Employees promoted into this classification on the basis of experience will assume a higher degree of responsibility and independence in performing the duties of the job category

JOB CATEGORY: Systems Technician/Operations Assistant I **DEFINITION.**

DUTIES: Technicians provide the initial point of contact for support for the libraries' desktop workstations, peripherals, and software, as well as a broad range of library applications and services. Technicians work closely with a broad range of library staff as well as with library patrons. The work is varied and requires an ability to make decisions, work with customers, as well as to be a part of a team. Perform tasks pertaining to the installation, setup, configuration and maintenance of computer workstations and desktop software in the libraries. Provide first tier workstation support by diagnosing, troubleshooting, and responding to hardware, software and connectivity problems and questions. Prepare computers for audio-visual presentations at Library events. Technicians working in Desktop Operations will be the primary IT contact for assigned areas of responsibility and will also provide backup to the other Desktop Operations Technicians,

QUALIFICATIONS: A minimum of an undergraduate degree, or its equivalent in theory and/or practice, is normally required. Experience providing desktop computing support, with the ability to troubleshoot complex hardware, software and connectivity problems preferred. Demonstrated ability in the following areas highly desirable: A) Desktop operating systems; B) Installation, configuration and support of desktop applications; C) Desktop and peripheral hardware diagnostics; D) Network connectivity. This position will require excellent problem solving, communication and customer service skills. Knowledge and/or experience with library operations helpful.

JOB CATEGORY: Archival Specialist

DEFINITION: Responsible for a full range of duties involved in all aspects of the operation of the Archives and Records Center working under the direction of the University Archivist.

QUALIFICATIONS: High school education a minimum. One to three (1-3) years archives experience. Experience with online systems. Good to excellent writing and typing skills. Good organizational ability. Must be able to work well with all levels of staff, faculty, students and the general public. A strong service orientation is essential. Knowledge of and interest in University and Philadelphia-area history and biography is preferred.

JOB CATEGORY: Circulation Desk Administrator

DEFINITION: Under the general supervision of the Head of Circulation, responsible for the operation of the Van Pelt Circulation Desk. In consultation with the Head of Circulation, plan shifts and schedule the Desk unit Process absence report forms, time sheets and compensation time records for full-time staff in the department

Select, hire, train and supervise the daily operations of the Van Pelt Circulation Desk, including supervision of the desk work of the full-time clerks, as well as a large number of student assistants (approximately 15-20). Participates in planning, implementing, and administering effective circulation services. Also shares responsibility for training system wide in the implementation and operation of the circulation system.

QUALIFICATIONS: Minimum of three to four (3-4) years' experience at a third level position or higher at the University of Pennsylvania Libraries preferred. Demonstrated ability to work well with staff and users. Ability to handle problems with mature judgment. Good communication and organizational ability. Attention to details. Experience with on line circulation systems preferred. A strong service orientation is essential.

JOB CATEGORY: Building Superintendent

DEFINITION: Responsible to Building Administrator for security and physical plant operations of main library buildings during daytime or evening hours. Oversee building security and respond to calls for assistance in handling problem patrons or suspicious persons anywhere in building. Assist Building Administrator in performing building-related assignments. This includes checking completion of scheduled work, coordinate setting up conference rooms for meetings and special functions, maintaining storage rooms, relocating furniture, and performing other related activities.

QUALIFICATIONS: At least three (3) years of pertinent experience is required in progressively responsible supervisor jobs. Ability to train, supervise, and assess performance of staff, and mature judgment in dealing with the full range of problems, both human and mechanical, that develop in a heavily used major library building.

JOB CATEGORY: Head of Stacks

DEFINITION: Directly responsible for the order and maintenance of stack collections as well as for general building supervision during limited periods as assigned. Train and oversee work of Library Clerks and Assistant Heads of Stacks. Serve as Building Superintendent on assignment during limited periods, including overseeing building security, maintaining order, being responsible for building as a whole.

Direct and participate in shelf reading and inventory projects, and carry out projects related to stacks as assigned.

QUALIFICATIONS: High school education is normally required. A minimum of two (2) years as Assistant Head of Stacks. See qualifications for Assistant Head of Stacks which also apply.

JOB CATEGORY: Library Accounting Specialist

DEFINITION: Under general professional supervision, responsible for operation and organization of a bookkeeping unit, manages work flow, performs a variety of complex accounting activities related to the payment and/or receipt of money; computes, classifies, and records data into the library accounting systems, provides variety of bookkeeping reports as required and participates in planning, implementing, and administering effective departmental policies and services. Applies a working knowledge of accounting standards, applicable laws and regulations.

QUALIFICATIONS: A minimum of a high school education is required, preferably including relevant business courses. A college education is preferred. Relevant library experience is required. Demonstrated knowledge of bookkeeping principles and practices. Attention to detail and a high degree of accuracy. Good communication and mature judgment. Analytic skills. Ability to meet deadlines under pressure.

JOB CATEGORY: Library Specialist

DEFINITION: Working independently, does technical or public services work at advanced levels sometimes involving a specific subject or language area or involving a special form of material. Library Specialists may be responsible for advanced problem solving and coordination of processing material and records or patron services based on knowledge and experience acquired in the Libraries. Scope of work may include: Perform acquisitions or cataloging functions in specific subject or language areas or for special materials, including selection, searching, and bibliographic description, subject analysis and classification. Determine proper forms for description and access points and prepare cataloging copy for use by Library Clerks and Bibliographic Assistants. Handle problems of a non-routine and complex nature involving orders and invoices. Deal directly with vendors as necessary. Manage public service operation of special collections or services including assistance to patrons, maintenance of records and files established to control circulation, acquisition, organization and preservation of collections. Handle full range of duties necessary to operate a small library unit. This may include organizing the unit, working closely with faculty in developing services needed by the relevant academic departments; carrying out reference, circulation and acquisitions functions; scheduling and directing the work of student employees and Library Clerks; handling correspondence and maintaining files; directing the preparation of materials for binding; and ordering supplies and equipment. Creation and maintenance of descriptive data, access points, and connectivity information, using appropriate software and tools. Interaction with data and resource providers, library staff and patrons. Support for departmental projects and systems; special projects as assigned (such as preparation of exhibits, preparation of item by item guides or catalogs, etc.).

QUALIFICATIONS: Extensive skills in bibliographic or public service matters developed through a combination of experience and specific training. An undergraduate degree, frequently in a pertinent subject or language field, and sometimes, an advanced degree. Actual experience in the work assigned and the ability to work independently.

JOB CATEGORY: Systems Technician/Operations Assistant II

DEFINITION: Promotion to this classification is based on periods of service as specified in Article VII, Section 3(a).

DUTIES:

- Employees promoted into this classification on the basis of experience will assume a higher degree of responsibility and independence in performing the duties of the job category.

As of July 1, 2017, there shall be a review by the Union prior to any posting on job boards.

APPENDIX B ~ WORK RULES

Rest Breaks

Employees will normally take their breaks in or around the building whenever facilities are provided therein.

Smoking

Smoking is not permitted in the buildings unless a specific location is identified as a designated smoking area.

Illnesses

If an employee is ill, the employee should notify the immediate supervisor as early in the day as possible and not later than the scheduled time of the employee's arrival. On certain opening schedules, it may not be possible to meet the latter provision, in which case the employee shall notify the supervisor as soon as possible.

On returning from an absence, an employee should report to the immediate supervisor as soon as possible so that the employee's record may be kept current. If illness causes an employee to leave after reporting to work, the portion of the day that the employee does not work shall be deducted from the employee's sick leave allowance.

Lateness

If urgent or unforeseeable circumstances should cause an employee to be late, the employee should notify the immediate supervisor as soon as possible to explain the situation. The time lost in any lateness shall be made up in a manner which is mutually agreeable to both the immediate supervisor and the employee.

Dress

Employees will present a neat appearance and come to the Libraries appropriately dressed for work.

UNDERSTANDING IN THE ADMINISTRATION OF THE WORK RULES

1. All existing and future work rules shall be subject to mutual agreement before becoming effective. The University shall propose to the Union any changes in existing work rules or the establishment of new work rules, and such changes shall not become effective until they have been agreed upon by the University and the Union. After agreement, such new rules or changes shall be posted prominently on the bulletin boards for a period of ten (10) consecutive work days before becoming effective. Upon mutual agreement a shorter period may be effected.
2. The University agrees to furnish each employee with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of employment. Employees shall comply with all existing rules, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaint as to a work rule or any complaint involving discrimination in the application of such rules shall be resolved through the grievance procedure.

APPENDIX C ~ UNDERSTANDINGS

The following understandings incorporate Letters of Understanding agreed to during past contract negotiations.

1. The conditions contained in Article XVII, VACATIONS, Section 4, shall not apply to the four (4) elected officers of Local 590, namely: President, Vice President, Secretary-Treasurer, Recording Secretary, and that the employees while so elected to one (1) of the aforementioned offices shall be allowed to accumulate vacation days up to one hundred (100) days.

The paragraph above shall not apply to officers elected for the first time after August 1, 1988.

2. The Library Administration shall notify the President of the Union no later than December 1 of each year which libraries will be open or closed if the University's closing code is announced to the public.

3. It is understood that the change from one year to two years made to the units of service in Article VI, Sections 1 and 3, applies to employees hired after February 1, 1978. For employees hired prior to February 1, 1978, the unit of service criteria to be followed will remain the same as set forth in the Collective Bargaining Agreement dated November 1, 1974.

It is also understood that the movement of employees with more than twelve years of service, which is described in Article VI, Section 3, Paragraph 3, will take place after one (1) year for employees hired prior to February 1, 1978. (11/1/1979)

4. In reference to the change to Article VII, PROMOTION, Section 3(a), involving the change from one year to two years for promotion, such change to be applicable only to employees hired after February 1, 1978. For employees hired prior to February 1, 1978, the language of these sections as set forth in the Collective Bargaining Agreement dated November 1, 1978, shall be applicable. (11/1/1979)
5. In connection with our negotiations for a new collective bargaining agreement, for the term of the agreement presently being negotiated, the University will continue its practice of making available to University employees represented by AFSCME Local No. 590 new University benefits that the University decides to make available to other University nonexempt employees, whether or not covered by collective bargaining agreements. Please accept this letter as written confirmation of that practice as hereinafter explained.

As you know this matter came to a head with grievances filed concerning the supplemental pension contribution provided for in the Agreement dated June 1, 1978 between the University and Local 835 of the Operating Engineers, and the legal fund contribution provided for in the Agreement dated August 1, 1977 between the University and Teamsters Local 115. The University never intended Article XX, Section 7, Paragraph 2, as set forth in the Agreement of November 1, 1977, to apply to benefits such as these which (1) were not initiated by the University in accordance with its procedures for creating new University benefits; (2) were not sponsored or controlled by the University; and (3) were specifically charged to the economic packages negotiated by the University and Locals 835 and 115 respectively.

The University's practice, as confirmed by this letter is that benefits which the University, in the exercise of its sole discretion, initiates, sponsors, controls, and funds, and which the University makes available to University nonexempt employees whether or not covered by collective bargaining agreements, shall be made available to University employees represented by AFSCME Local 590.

6. RE: Article III, Section 2
The intent of the language of the first sentence of Article III, SENIORITY, Section 2, is that the Library Administration may employ part-time employees or students as required by the operational needs of the University Libraries, and the Archives and Records Center. Such employment shall include, but not be limited to, one (1) or more part-time employees or students being used on a permanent basis to replace an employee currently in a position or to fill a vacant position in:
 - a. any job category in the first classification level under one or both of the following conditions: (1) that the duties of the position are routine in nature, can be segmented, and do not require extensive training; or (2) the duties of the position require less than twenty (20) hours per week to perform.
 - b. any job category when the duties of that position require less than twenty (20) hours per week to perform.Action under subsection (a) or (b) above shall occur only after the Director of Libraries or **the Director's** designated representative has discussed such action with the President of the Union. Should the President of the Union disagree with such action, a grievance may be filed under Section 4 of Article VIII. If the proposed solution is unsatisfactory, the grievance may be referred to arbitration under the terms and conditions of Section 6 of Article VIII. (10/31/1979)
7. RE: Telephone Use
On October 24, 1979 the parties discussed the use of University telephones during working hours. It was the stated position of both parties that the language of Article XXIII, Section 7 was placed into the original agreement to protect the right of employees covered by the agreement to use University telephones for personal business because some departments did not allow such use. It was also the stated position of both parties that the language itself and the intent of this language in no way gave or gives an employee unlimited or unrestricted rights to use the University telephones for personal business or pleasure during working hours.

The Union position, in addition, was that it would take a public stance as to this meaning and intent.(10/26/1979)

8. RE: P.E.O.P.L.E. Committee

The Employer agrees to allow voluntary contributions by bargaining unit employees to the AFSCME PEOPLE Committee. Such contributions will be made through a weekly payroll deduction from the bargaining unit employees' pay.

All contributions will be forwarded monthly by the Employer to the AFSCME PEOPLE Treasurer, and the Employer will provide to the AFSCME PEOPLE Treasurer and District Council 47 a monthly reporting of such contributions, which will include the names of the bargaining unit employees making such contributions and the amounts.

The bargaining unit acknowledges that these contributions are voluntary and not required as a condition of membership in any organization or as a condition of employment. Bargaining unit employees may revoke their authorization to contribute at any time by giving written notice.

9. RE: Joint Safety and Security Committee

In the 1988 negotiations the University and the Union agreed to establish an advisory Joint Safety and Security Committee.

- a. Consisting of representatives of both the Union and the professional staff in the Libraries to consider issues of personal safety, the security of personal belongings, and other related concerns, including ergonomic issues.
- b. In naming the members to the Committee, consideration will be given to achieving representation from different functional areas in the central library and departmental collections of varying size.
- c. The Committee will number no more than ten (10) persons. Five (5) Union representatives will be appointed by the Union Executive Board. The Library administration will name the remaining committee members. The names of all committee members shall be publicized for general staff awareness.
- d. The role of this Committee will be to consider issues of concern and make recommendations, where appropriate, for changes in safety and security measures and procedures to the Director of Libraries or designee. The Director of Libraries, or designee, shall normally respond to such recommendations within five (5) working days.
- e. Meetings will be convened by the Libraries' Human Resources Officer, at the minimum, on a quarterly basis with provision for additional meetings, as necessary.
- d. It will be the responsibility of the Libraries' Human Resources Officer to provide minutes of all meetings as a record for committee members. (8/2/1988)

10. RE: Local 590 Health and Welfare Fund

- a) Payments from the University for the Local 590 Health and Welfare Fund will continue at the rates described in this paragraph. **Effective July 1, 2021, the monthly amount of the contribution to the Local 590 Health & Welfare Fund shall be \$36,782.96.**
- b) Duplicate prescription cards shall not be issued. The continuation of such payments is dependent upon the University not having a comparable program.
- c) If the Fund develops an excess of monies, such monies shall be refunded to the University. The University has agreed not to enforce section c during the life of this agreement.

11. RE: Articles XII and XIII

It is understood that the changes made during the 1988 negotiations in the definition of overtime hours under Articles XII and XIII do not apply to employees hired before August 1, 1988. For these employees the definition of overtime to be followed will remain the same as set forth in the Collective Bargaining Agreement dated July 1, 1985. However, in all areas, excluding only: Van Pelt, Biomedical and Lippincott Circulation; Current Periodicals; and Building Security in Van Pelt, (i.e., those departments where overtime as previously defined has been a regular feature of scheduling) (with the understanding that current Biddle staff represented by Local 590 AFSCME will not have their days of work changed without mutual consent), an employee who voluntarily elects to be scheduled on other than a Monday to Friday basis will be compensated for those hours worked under a maximum of seven (7) on Saturday and Sunday by a fifteen percent (15%) differential based on the employee's normal rate of pay. Further, upon promotion into any area other than those specifically

excluded above, an employee may be advised that scheduling will be on other than a Monday to Friday basis with the fifteen percent (15%) differential paid for those hours worked on a Saturday and/or Sunday provided that at the time of the promotion a decision has been made to institute a schedule other than Monday through Friday in the working unit to which the employee is being promoted within one (1) year of the promotion.

Those promoted into the above-named departments may similarly be advised that the new overtime provisions may be applied at sometime in the future with appropriate advance notice. However, employees will not be scheduled so as to deprive employees who were working in the above-named departments on August 1, 1988, of overtime opportunities which they would have otherwise had. (8/2/1988). When members who are part of the building security rotational list are scheduled for the purpose of providing coverage in the absence of the building superintendents, such members shall be compensated at the 4th level classification pay rate, according to their unit of service category.

12. RE: Ergonomic and Safety Concerns

During the 1994 contract negotiations, the University and the Union discussed ergonomic and safety issues. As a result of mutual concern for this matter, the Parties agree to the following:

- a. The University and Union will implement preventive retraining.
- b. The University will provide release time for employees to attend an initial lecture on preventive retraining.
- c. The University and Union will each share one-half the cost of this initial lecture.
- d. The University and Union will agree later as to whether or not the initial lecture will be given one or two times.
- e. Up to ten (10) employees will be released for retraining sessions up to a maximum of seven (7) hours per employee. This time may be made up by employees or charged to sick time. (7/25/1994)

13. RE: Experimental, Non-Traditional Working Schedules

During the 1994 contract negotiations, the University and the Union agreed to meet and discuss experimental, non-traditional working schedules for working units where they may be feasible. Such schedules may include, but are not limited to, an increase in the length of the workdays and a reduction in the number of days scheduled for employees to be at work. (7/25/1994)

14. RE: Replacement of University I.D. Cards

In the event an employee's I.D. card no longer functions properly, through no fault of the employee, the employee will bring the I.D. card to the Library Human Resources Office. The Library Human Resources Office will facilitate the replacement of the I.D. card at no cost to the employee.

15. RE: Use of Temporary Agency Employees

The Union is willing to allow the use of such employees as outlined below so long as our formal agreement has been sought and provided. Such agreement will not be unreasonably withheld.

Temporary agency employees would appropriately be utilized to supplement full-time staff in areas where there are seasonal increases in workload, to supplement full-time staff in areas where a backlog has developed, to cover the paid extended absence of a full-time employee, to cover the unpaid leave of absence of an employee for up to three (3) months, or to fill a vacant permanent position for which active recruiting of a permanent employee is underway. Temporary agency employees will not be used to avoid the offer of overtime or to eliminate a permanent full-time position.

16 RE: IPC Working Hours

During the life of this agreement, employees of the Information Processing Center will be permitted to schedule their work hours between 7AM and 8PM hours consistent with the requirements outlined in Article XII, section 4.

17. RE: Labor/Management Committee

In order to foster an effective and stable labor/management relationship, the University and the Union will establish, as a pilot, a Labor/Management Committee, which will discuss and study problems and exchange information and views for clarification and recommendation.

The Committee will meet at least quarterly, from September 2010 or from the hire date of a new Director of Human Resources through August 2011 or one (1) year after the hire date of the new Director of Human Resources. The one year pilot will be used to study the feasibility of the committee process and the Interest Based Bargaining (IBB) provisions of the Collective Bargaining Agreement (CBA). During the pilot, neither party will initiate an IBB proceeding. The University and the Union will evaluate the pilot at the end of the oneyear term as well as the CBA provisions that relate to IBB. Evaluation will be preliminary to any recommendation to continue the Committee process and/or address the terms of IBB in the contract. The two currently active IBB proceedings are not affected by this letter.

To ensure frank and open discussion, the Committee will have no authority to change or modify the terms of the current CBA, but will maintain between both parties open lines of communication and the exchange of information on new and developing issues.

The Committee will consist of three (3) representatives from the Union and three (3) from Management. Each party will designate one representative to serve as co-chair. The co-chairs will serve as chief spokespersons for their teams and will be responsible for submitting agenda items and ensuring the flow of information between the groups.

18. RE: Job Description and Reclassifications

Duties comprising individual job descriptions need not include all the duties listed under the relevant jobcategory listed under Appendix A.

19. RE: Job Category Descriptions

The University and the Union agree that the revisions to the Job Category Descriptions in Appendix A of the 2017 Collective Bargaining Agreement do not prejudice the Union's claim to any of the duties listed in Appendix A of the 2013 Collective Bargaining Agreement as bargaining unit work.

July 8, 2010

Yvonne Harris, President
AFSCME Local 590
1606 Walnut Street
Philadelphia, PA 19103

Re: Side letter of Understanding From 2010 Negotiations

Dear Yvonne:

This letter states our understanding about several articles in the contract.

1) Article XIX. Lunch Hours

Section 1 - The Union and University agree that supervisors will be made aware of lunch schedules based on approved length of lunch break. Employees will notify supervisors of variations from scheduled times as soon as possible

2) Article XV - Leave of Absence

Section 1 - The Union and University agree that miscarriage and stillbirth are represented under the bereavement leave category of "child".

3) Article XVII - Vacations

Section 7 - The Union and University agree that the existing seniority language does not give bumping rights for leave time already approved by a supervisor for a less senior member and that approved vacation schedules will be posted.

4) Article XIV - Sick Time

Section 3 - The Union and University agree that missed time for medical appointments will normally be made up within the employee's current work week either prior to or after the date of the appointment, and that no more than three hours may be made up within an employee's current work week.

Sincerely,

Jeffrey S. Rowland
Manager, Staff and Labor Relations