

**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, 2007- July 1, 2010

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AGREEMENT

This agreement is made as of, **July 5, 2007, and is effective July 1, 2007** 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, Audio-Visual Assistant, Assistant Head of Stacks I, Bibliographic Assistant I, Library Delivery Assistant I, Library Imaging Assistant I, Library Service Assistant I, Assistant Head of Stacks II, Bibliographic Assistant II, Library Delivery Assistant II, Library Imaging Assistant II, Library Service Assistant II, Systems Technician/Operations Assistant I, Archival Specialist, Binding Specialist, Circulation Department Faculty/Patron Liaison, Circulation Desk Administrator, Daytime Building Superintendent, Evening Building Superintendent, Library Accounting Specialist, Library Specialist, Head of Stacks, Head of Reprographic Services, Head of Slide Collection, 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:

Biddle Law Library;
Building Services;
Center for Advanced Judaic Studies;
Fine Arts/Museum/Annenberg;
Health Sciences Libraries;
Information Processing Center;
Information Technology and Digital Development (iTadd);
Lippincott Library;
Music Library;
Rare Books and Manuscripts;
Science Libraries;
University Archives and Records Center;
Van Pelt Public Services.
(See also Article XII, Section 8)

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.

Biddle Law Library: Public Services; Technical Services
Building Services: **Delivery Services**; Mail Room; Building Security; Reprographic Services
Center for Advanced Judaic Studies
Fine Arts/Museum/Annenberg: Fine Arts; Museum; Annenberg
Health Sciences Libraries: Biomedical working units: (Access Services; Document Delivery Services);
Dental Library; Veterinary/NBC Library

Information Processing Center: East Asian Technical Services; **Electronic Acquisitions**; Middle East Technical Services; Monographic Acquisitions; Original Cataloging; Post-Cataloging; Research, Training and Quality Management; Serials; Shared Cataloging.

Information Technology and Digital Development (ITadd)

Lippincott Library: Periodicals; Reserve; Stacks; Technical Processing

Music Library

Rare Books and Manuscripts

Science Libraries: Chemistry; Engineering; Math/Physics/Astronomy

University Archives and Records Center

Van Pelt Public Service: Access Services working units: (Circulation; Current Periodicals/Microtext;

Faculty Express Service ; Goldstein Undergraduate Study Center; High Density Storage; Interlibrary Loan/Document Delivery; Stacks); Research and Instructional Services.

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 his 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 his/her 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. Filing Restrictions. The ninety (90) minute restriction on filing cards in any half day, which is set forth in Article XXIII, Section 19, applies only if the regular or summer part-time employee works more than two (2) hours at any one time.
- h. 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 once a month 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 Local 590 together with an itemized statement after such deductions are made in the pay issued on the fourth (4th) Thursday of the month. 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
Audio-Visual Assistant

Second Level

Assistant Head of Stacks I
Bibliographic Assistant I
Library Delivery Assistant I
Library Imaging Assistant I
Library Service Assistant I

Third Level

Assistant Head of Stacks II
Bibliographic Assistant II
Library Delivery Assistant II
Library Imaging Assistant II
Library Service Assistant II
Systems Technician/Operations Assistant I

Fourth Level

Archival Specialist
Binding Specialist
Circulation Department Faculty/Patron Liaison
Circulation Desk Administrator
Daytime Building Superintendent
Evening Building Superintendent
Library Accounting Specialist
Library Specialist
Head of Stacks
Head of Reprographic Services
Head of Slide Collection
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 his/her 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 his/her 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, 2007					
	UNITS OF SERVICE					
JOB CATEGORY	Less than two years	More than two years but less than four years	More than four years but less than six years	More than six years but less than twelve years	More than twelve years but less than eighteen years	Eighteen years or more
Library Clerk Audio-Visual Assistant	\$30,199 (\$16.59/hr)	\$34,585 (\$19.00/hr)	\$35,635 (\$19.58/hr)	\$36,682 (\$20.16/hr)	\$37,870 (\$20.81/hr)	\$38,728 (\$21.28/hr)
Assistant Head of Stacks I Bibliographic Assistant I Library Delivery Assistant I Library Imaging Assistant I Library Service Assistant I	\$36,505 (\$20.06/hr)	\$37,526 (\$20.62/hr)	\$38,574 (\$21.19/hr)	\$39,614 (\$21.77/hr)	\$40,808 (\$22.42/hr)	\$41,734 (\$22.93/hr)
Assistant Head of Stacks II Bibliographic Assistant II Library Delivery Assistant II Library Imaging Assistant II Library Service Assistant II Systems Technician/Operations Assistant I	\$39,199 (\$21.54/hr)	\$40,454 (\$22.23/hr)	\$41,712 (\$22.92/hr)	\$42,973 (\$23.61/hr)	\$44,158 (\$24.26/hr)	\$45,161 (\$24.81/hr)
Archival Specialist Binding Specialist Circulation Department Faculty/Patron Liaison Circulation Desk Administrator Daytime Building Superintendent Evening Building Superintendent Library Accounting Specialist Library Specialist Head of Stacks Head of Reprographic Services Head of Slide Collection Systems Technician/Operations Assistant II	\$41,248 (\$22.66/hr)	\$42,540 (\$23.37/hr)	\$43,843 (\$24.09/hr)	\$45,134 (\$24.80/hr)	\$46,368 (\$25.48/hr)	\$47,420 (\$26.06/hr)

Section 1 RATES OF PAY (continued)

	EFFECTIVE JULY 1, 2008					
	UNITS OF SERVICE					
JOB CATEGORY	Less than two years	More than two years but less than four years	More than four years but less than six years	More than six years but less than twelve years	More than twelve years but less than eighteen years	Eighteen years or more
Library Clerk Audio-Visual Assistant	\$31,105 (\$17.09/hr)	\$35,623 (\$19.57/hr)	\$36,704 (\$20.17/hr)	\$37,782 (\$20.76/hr)	\$39,006 (\$21.43/hr)	\$39,888 (\$21.92/hr)
Assistant Head of Stacks I Bibliographic Assistant I Library Delivery Assistant I Library Imaging Assistant I Library Service Assistant I	\$37,600 (\$20.66/hr)	\$38,652 (\$21.24/hr)	\$39,731 (\$21.83/hr)	\$40,802 (\$22.42/hr)	\$42,032 (\$23.09/hr)	\$42,986 (\$23.62/hr)
Assistant Head of Stacks II Bibliographic Assistant II Library Delivery Assistant II Library Imaging Assistant II Library Service Assistant II Systems Technician/Operations Assistant I	\$40,375 (\$22.18/hr)	\$41,668 (\$22.89/hr)	\$42,963 (\$23.61/hr)	\$44,262 (\$24.32/hr)	\$45,483 (\$24.99/hr)	\$46,516 (\$25.56/hr)
Archival Specialist Binding Specialist Circulation Department Faculty/Patron Liaison Circulation Desk Administrator Daytime Building Superintendent Evening Building Superintendent Library Accounting Specialist Library Specialist Head of Stacks Head of Reprographic Services Head of Slide Collection Systems Technician/Operations Assistant II	\$42,485 (\$23.34/hr)	\$43,816 (\$24.07/hr)	\$45,158 (\$24.81/hr)	\$46,488 (\$25.54/hr)	\$47,759 (\$26.24/hr)	\$48,843 (\$26.84/hr)

Section 1 RATES OF PAY (continued)

JOB CATEGORY	EFFECTIVE JULY 1, 2009					
	UNITS OF SERVICE					
	Less than two years	More than two years but less than four years	More than four years but less than six years	More than six years but less than twelve years	More than twelve years but less than eighteen years	Eighteen years or more
Library Clerk Audio-Visual Assistant	\$32,038 (\$17.60/hr)	\$36,692 (\$20.16/hr)	\$37,805 (\$20.77/hr)	\$38,915 (\$21.38/hr)	\$40,176 (\$22.07/hr)	\$41,085 (\$22.57/hr)
Assistant Head of Stacks I Bibliographic Assistant I Library Delivery Assistant I Library Imaging Assistant I Library Service Assistant I	\$38,728 (\$21.28/hr)	\$39,812 (\$21.87/hr)	\$40,923 (\$22.49/hr)	\$42,026 (\$23.09/hr)	\$43,293 (\$23.79/hr)	\$44,276 (\$24.33/hr)
Assistant Head of Stacks II Bibliographic Assistant II Library Delivery Assistant II Library Imaging Assistant II Library Service Assistant II Systems Technician/Operations Assistant I	\$41,586 (\$22.85/hr)	\$42,918 (\$23.58/hr)	\$44,252 (\$24.31/hr)	\$45,590 (\$25.05/hr)	\$46,847 (\$25.74/hr)	\$47,911 (\$26.32/hr)
Archival Specialist Binding Specialist Circulation Department Faculty/Patron Liaison Circulation Desk Administrator Daytime Building Superintendent Evening Building Superintendent Library Accounting Specialist Library Specialist Head of Stacks Head of Reprographic Services Head of Slide Collection Systems Technician/Operations Assistant II	\$43,760 (\$24.04/hr)	\$45,130 (\$24.80/hr)	\$46,513 (\$25.56/hr)	\$47,883 (\$26.31/hr)	\$49,192 (\$27.03/hr)	\$50,308 (\$27.64/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 any time, 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 his/her years of service would otherwise dictate until reaching his/her 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 Service Assistant I shall be promoted to Library Service Assistant II, each Bibliographic Assistant I shall be promoted to Bibliographic Assistant II, each Library Delivery Assistant I shall be promoted to Library Delivery Assistant II, each Library Imaging Assistant I shall be promoted to Library Imaging 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 Service Assistant, Bibliographic Assistant, Library Delivery Assistant, Library Imaging 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 Service Assistant, Bibliographic Assistant, Library Delivery Assistant, Library Imaging Assistant, or Assistant Head of Stacks category at the senior level. All others who are new to the Library Service Assistant, Bibliographic Assistant, Library Delivery Assistant, Library Imaging 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 or Audio Visual Assistant with the greatest Library seniority.

Section 5. When a position becomes vacant among Library Service Assistants, it shall be posted for five (5) working days and offered to the applicants as follows: an eligible Library Service Assistant, Bibliographic Assistant, Assistant Head of Stacks, Archival Specialist, Head of Stacks, Binding Specialist, Circulation Department Faculty/Patron Liaison, Circulation Desk Administrator, Daytime Building Superintendent, Evening Building Superintendent, Head of Reprographic Services, Head of Slide Collection, Library Accounting Specialist, or Library Specialist. 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. Selection will be from the three (3) most senior candidates who meet the eligibility requirement(s) 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. If there are no applicants from the aforementioned job categories, the position will be offered to an eligible Library Clerk or Audio-Visual Assistant 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 Bibliographic Assistants, it shall be posted for five (5) working days and offered to the applicants as follows: an eligible Library Service Assistant, Bibliographic Assistant, Assistant Head of Stacks, Systems Technician/Operations Assistant, Archival Specialist, Head of Stacks, Binding Specialist, Circulation Department Faculty/Patron Liaison, Circulation Desk Administrator, Daytime Building Superintendent, Evening Building Superintendent, Head of Reprographic Services, Head of Slide Collection, Library Accounting Specialist, or Library Specialist. Lateral applicants from the aforementioned job categories shall be eligible only if they have three (3) years

of technical processing experience or an undergraduate degree. Selection will be from the three (3) most senior candidates who meet the eligibility requirement(s) 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. If there are no applicants from the aforementioned job categories, the position will be offered to an eligible Library Clerk or Audio-Visual Assistant 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 a vacancy occurs in a Library Imaging Assistant position, it shall be posted for five (5) working days and offered to the applicants as follows: an eligible Library Imaging Assistant, Bibliographic Assistant, or Library Service Assistant with the greatest Library seniority; if no eligible employee from the aforementioned job categories applies, an eligible Library Clerk or Audio-Visual Assistant with the greatest Library seniority.

Section 7. 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 8. 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 9. 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 10. 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 his/her responsibility toward learning the duties of the new position.

Section 11. 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 12. 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 13.

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 course work 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 14. 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 15. 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 16. 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, Binding Specialist, Circulation Department Faculty/Patron Liaison, Circulation Desk Administrator, Daytime Building Superintendent, Evening Building Superintendent, Head of Reprographic Services, Head of Slide Collection, 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 17. 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 Stewards in accordance with the following assignments:

<u>Number of stewards</u>	<u>Units</u>
Area I - 1	Circulation, Current Periodicals/Microtext, Faculty Express Service, Goldstein Undergraduate Study Center, High Density Storage, Interlibrary Loan/Document Delivery, Stacks, Research and Instructional Services, Information Technology and Digital Development (iTadd), Rare Books and Manuscripts, Music Library
Area II - 1	Building Security, Delivery Services, Mail Room, Reprographic Services, East Asian Technical Services, Electronic Acquisitions, Middle East Technical Services, Monographic Acquisitions, Original Cataloging, Post-Cataloging, Research, Training and Quality Management, Serials, Shared Cataloging
1	Biddle Law Library
1	Lippincott Library
1	Health Sciences Libraries including Biomedical, Dental, Veterinary/NBC Library, and Morris Arboretum Library
1	Annenberg and Fine Arts
1	Chemistry, Engineering, Math/Physics/Astronomy, Museum, ROTC, University Archives and Records Center, Center for Advanced Judaic Studies

If either the Union or the University requests renegotiation of the Steward assignments, both shall agree to renegotiation.

Section 2. The names of the Officers and Stewards 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.

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 his/her supervisor and notify his/her 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 there from 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. The first oral warning will be delivered by the employee's immediate supervisor or the head of the department, and the employee's Steward will receive written notification of such warning within two (2) working days. 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. 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 their 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.

Section 7. Beginning October 1, 2007 for a period of one (1) year through September 30, 2008 the Union and the University will engage in a revised and expanded annual review pilot project as set forth below.

Unless an employee is in "needs improvement" status, one (1) month prior to an employee's anniversary date of employment the employee will receive Part A of the review for completion in writing in two (2) weeks. Employees who need assistance in completing Part A may meet with a Union Steward or Officer under the terms of Article IX. The completed Part A will be returned to the Library Human Resources Office.

The employee's supervisor shall complete in writing Part B prior to the annual review and present it to the Library Human Resources Office and the employee no less than two (2) working days before the review meeting. The employee and her/his supervisor shall meet for the annual review *no later than the employee's anniversary date of employment*. There shall be a discussion of Parts A and B of the review. Following the discussion Part C of the review shall be completed. If the employee disagrees with what the supervisor has written in Part B the employee may summarize their disagreement in writing. Such written summary shall become a part of the annual review record maintained in the employee's personnel file. Employees retain the right to file a grievance under Article VIII protesting any unsatisfactory rating.

At the end of the pilot project year the Union and the University shall meet to evaluate the project. At such time, by mutual agreement, the parties may agree to continue the project in its then current or some modified form for a specific period of time or to discontinue it.

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 for the period between **July 1, 2007**, and **July 1, 2010**, all full-time permanent employees hired prior to **July 1, 2007**, excluding employees hired under Article XXIV and probationary employees under Section 1 of Article XI, 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 her/his 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 her/his 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 her/his 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 11 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 her/his 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 her/his original level of classification. Once the employee is the successful candidate for a vacancy at her/his 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.

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. 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.

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 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 University 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 straight time 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 his/her regularly scheduled days off and calls out sick the day before the assignment shall forfeit his/her 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 Policy.

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.

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 on the basis of three (3) working days advance notice to the immediate supervisor.

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 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 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 9. 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. Employees shall be granted vacation days annually on the basis of University seniority. For employees hired prior to July 1, 1997, vacation allotment shall be computed from July 1 through the following June 30th according to the following schedule:

- a. Employees who have not completed one (1) year of service by August 1: one (1) working day for each month of service completed by August 1 not to exceed ten (10) working days;
- b. Employees who have completed one (1) year of service by July 1: ten (10) working days;
- c. Employees who have completed two (2) years of service by July 1: fifteen (15) working days;
- d. Employees who have completed three (3) years of service by July 1: twenty (20) working days;
- e. Employees who have completed twenty-five (25) years of service by July 1: twenty-two (22) working days.
- f. Additional working days will be granted as vacation for employees with one (1) year of service as in (b) or two (2) years of service as in (c) for additional months of service completed by August 1 on the following basis:

One (1) additional working day for three (3) months of service;

Two (2) additional working days for five (5) months of service;

Three (3) additional working days for eight (8) months of service;

Four (4) additional working days for ten (10) months of service.

Section 2. For employees hired after July 1, 1997, vacation allotment shall be computed from July 1 through the following June 30 according to the following schedule:

- a. Employees who have not completed one (1) year of service by July 1: one (1) working day for each month of service completed by August 1 not to exceed ten (10) working days;
- b. Employees who have completed one (1) year of service by July 1: ten (10) working days;
- c. Employees who have completed between one (1) and five (5) years of service by July 1: fifteen (15) working days;
- d. Employees who have completed five (5) years of service by July 1: twenty (20) working days;
- e. Employees who have completed twenty-five (25) years of service by July 1: twenty-two (22) working days.

Section 3. Each employee shall also receive the special Christmas vacation granted to designated University employees.

Section 4. 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 5. 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 6. When issuance of pay would normally occur during an employee's vacation period, the employee shall receive the employee's pay prior to the vacation upon one (1) month's notice to the immediate supervisor.

Section 7. At termination, an employee will receive full pay at the employee's current rate for all unused vacation days.

Section 8. 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-work days:

- 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 he/she is out sick on his/her 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, any premium cost will be paid by the employee in accordance with the then current University payment schedule.

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 Science or Information Sciences at Drexel, 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 Master's degree in Library Science. It is understood that if one (1) of the required courses for the 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.

The maximum number of employees that will be reimbursed under the above program is limited to five (5) employees. Once enrolled, an employee shall not be bumped from the program unless the employee voluntarily interrupts his or her studies. New participants are required to make up the work time used to attend all Drexel University 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 1-7 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 continue to be \$2,000 per month for the life of the Collective Bargaining Agreement. The July 2007 contribution to the Health and Welfare Fund shall be suspended and a one time payment of \$30,000 shall be made to the Legal Services Fund. The July 2008 payment to the Health and Welfare Fund shall be reduced to \$4,500 and a one time payment of \$26,000 shall be made to the Legal Services Fund.**

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 a 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 and working unit):** 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 employees:** President, Secretary-Treasurer, Health and Welfare Administrator.

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 is 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. In the interest of the employee as well as efficient operations, every effort will be made to distribute filing responsibilities so that an employee will normally not be asked to file cards for more than ninety (90) minutes in any half day.

Section 20. All work-related injuries should be reported to a supervisor immediately.

Section 21. 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 22. The University will provide employees with electronic mail accounts for University business purposes.

Section 23. At the end of each quarter in the calendar year, the University shall provide each employee with a report of his or her 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 24. 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 25. The Union and the University agree that, during the term of this Agreement, they will engage in interest-based bargaining (problem solving) to ensure the currency and the 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. Neither the Union nor the University shall unreasonably withhold agreement to meet for interest-based bargaining when such meetings are requested. Training in the techniques of interest-based bargaining will be provided to the parties by the Federal Mediation and Conciliation Service (FMCS). The FMCS will facilitate interest-based bargaining when mutually requested to do so by the parties.

The University and the Union recognize that the nature of the Libraries' work must adapt to expanded service hours, new technologies, the shift from print to electronic systems of information storage and retrieval, etc. The University and the Union agree that during the life of this Agreement, either party may request interest-based bargaining over issues arising from such changes. These issues may include but are not limited to expanded use of hybrid jobs, redefinition of working clusters and units, redefinition of the workday and the work week, and expanded training opportunities.

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, 9, and 10.
- 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 his/her termination date. The employee shall be notified 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 9, 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, the Union shall be notified by what method 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.

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.

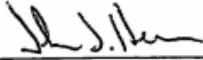
ARTICLE XXVI ~ DURATION

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, 2007**, and it shall remain in full force and effect until 12:01 a.m. on **July 1, 2010** subject only to such changes in phraseology as shall be mutually

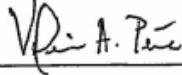
satisfactory to counsel representing both parties, except: This Agreement shall remain in full force and effect from year to year, unless within the thirty (30) day period immediately preceding the sixtieth (60th) day prior to **July 1, 2010**, or a subsequent anniversary date, written notice of termination 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.

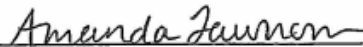
For: The Trustees of the University
of the University of Pennsylvania



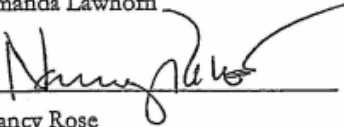
John J. Heuer



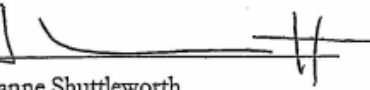
Valerie Pena



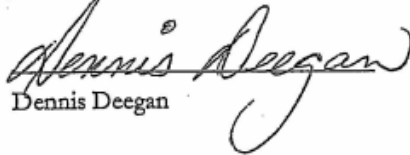
Amanda Lawhorn



Nancy Rose



Jeanne Shuttleworth




Dennis Deegan

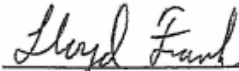
For: Local 590 American Federation of State
County, and Municipal Employees:



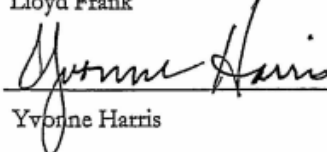
Howard S. Deck



K. Faith Anderson



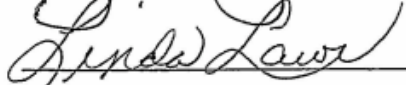
Lloyd Frank



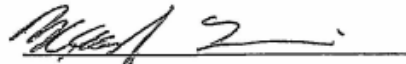
Yvonne Harris




John Hogan



Linda Laws



Mark Lewis



Michael S. Wisniewski

APPENDIX A ~ JOB CATEGORY DESCRIPTIONS

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; and perform procedures by which library materials are delivered to patrons. Positions may require varying degrees of public/customer service.

DUTIES:

- Shelve or otherwise store, maintain the order of, and participate in planned shifts of library materials in accordance with the appropriate classification system or other method of organization, depending on the material
- Perform routine and supervised data entry, editing, and verification pertaining to the acquisition and receipt of library materials using library information systems
- Using provided bibliographic information, perform searches to locate items in online and manual systems; maintain shelf list records in online and manual systems; collect and maintain statistics and prepare reports
- Process library materials in a variety of languages and formats under supervision and using provided bibliographic information, add holdings where necessary
- Perform packing, unpacking, delivery, receipt and tracking of library materials for various library operations such as monographic and serials acquisitions, ILL/Document Delivery, post-cataloging, and others. May include delivery to on- and off-campus locations
- Prepare and process materials for binding, maintain appropriate records, mark materials for shelving, perform post-cataloging quality check, repair damaged library materials, perform routine, in-house binding tasks, and practice general book conservation activities
- Perform tasks related to the circulation of library materials such as: Charging, discharging, renewal, recall, and distribution of library materials to users; search shelves; distribute various forms of circulation information
- Assist patrons by providing directional and procedural information, locating materials as requested, and resolving routine circulation problems. Refer unresolved issues to supervisor as appropriate, and communicate needs or areas of user concern to supervisor
- Perform routine tasks related to Reserves operations such as: Identify and locate reserve materials from requests submitted by faculty; check library systems for holdings; scanning materials for online delivery of items
- Operate copying, scanning, or other imaging equipment according to time and specification requirements; locate materials to be copied, scanned, or imaged as requested; collect and maintain statistics; prepare reports; perform routine maintenance such as refilling paper, removing simple jams, reporting problems to appropriate vendors or departments
- Request, receive and distribute supplies for specified departments to support operations
- In emergencies, assist with protecting and/or rescuing library materials from damaging situations
- Report to supervisor any security and discipline problems in assigned stack area. At closing of library, clear stacks of people and secure assigned areas
- Under unusual and rare circumstances, check materials being removed from the library facility to ensure that all materials are appropriately charged
- 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: Audio-Visual Assistant

DEFINITION: Responsible for production and maintenance of audiovisual materials.

DUTIES:

- Photograph library materials for slide purposes
- Tape lectures
- Convert tape reels to cassettes
- Label, mark and file slides and tapes; maintain and update audiovisual files

- Assist in use of audiovisual equipment

QUALIFICATIONS: HS Diploma or equivalent. Technical training in photographic and audiovisual equipment. Preferably one year of related experience.

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.

DUTIES:

- Supervise the daily maintenance of assigned stack area. Identify stack areas requiring major shifting and in consultation with supervisor, plan and organize collection shifts
- Train and oversee the work of **Library Clerks** and student assistants on duty
- Assist with shelving, sorting and shifting books in assigned areas, participate in maintaining seminars and special collections
- Participate in special shelf reading, shifting and inventory projects
- Assist readers in stack areas and supervise proper use of library materials and facilities
- Identify those stack sections, observed in the course of the normal job routine, where books need repair or rebinding and report these areas to person responsible
- Serve as building supervisor 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: Bibliographic Assistant I

DEFINITION: Bibliographic Assistants 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.

DUTIES:

- Process purchase requests for books and serials by checking appropriate files, catalogs, bibliographies, and other appropriate sources to verify holdings, to complete bibliographic information, to establish entries, to identify source, price, etc.
- Perform acquisitions functions, including ordering, correspondence, billing, etc.
- Under only general supervision, using cataloging information provided, process monographs and serials following more complex procedures than in routine processing, including necessary bibliographical searching and determination of proper forms
- Under general professional supervision, some training and supervision of clerical staff, part-time and student assistants, and assignment of work

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, is responsible for retrieving and delivering materials and other things, e.g. photocopy supplies, furniture, equipment, etc. for the Library system.

DUTIES:

- Drive the Library's vehicle for pick-ups and deliveries to include loading and unloading as required
- Retrieve materials at remote storage using bibliographic and classification information
- Operate photocopying and facsimile equipment in conjunction with the retrieval of materials from remote storage
- Pick up cash (photocopy, fine, book sale and other income) from departmental libraries for deposit at the Cashier's Office

- Maintain Library's vehicle on a regular basis to include refueling, taking the vehicle for service and state inspection, and checking the battery, tires, lights, etc.
- Assist in other related projects as assigned, e.g. packing and labeling

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: Library Imaging Assistant I

DEFINITION: Under general professional supervision, coordinates the production, management and storage of digital library content.

DUTIES:

- Manage production of high-quality digital images
- Produce and process digital images of materials from the Library's collections and other sources
- Operate digital camera, slide, and scanning equipment, and ensure maintenance of equipment, which may involve other library departments or vendors
- Provide quality control for digital image display
- Manage production of slides
- May serve as a principal faculty contact for technical questions concerning inclusion of digital images into courseware, presentation software and other tools, as necessary. Within established guidelines, refer more complex questions to the appropriate professional effectively
- May train and direct clerical and/or other part-time staff within established guidelines
- May hire, train and supervise student assistants including assigning and evaluating their work
- Work with library staff to troubleshoot and resolve image catalog and access problems
- Communicate with staff and faculty about the status of scanning or other imaging requests
- Communicate with users about access/connectivity to digital image resources
- Maintain records of orders and processing status
- Maintain image inventory for statistical and archival purposes
- Direct transfer of library materials to and from digital imaging processing centers
- Performs other duties as assigned

QUALIFICATIONS: Technical training in photography and imaging and one year related experience. Experience with Mac and Windows operating systems, image editing software, and networked environments preferred. Strong service orientation and demonstrated ability to work well with colleagues and users. Good communication skills, good judgment and the ability to work independently.

JOB CATEGORY: Library Service Assistant I

DEFINITION: Under the general supervision of professional staff members, responsible for service desk (circulation/reserves and information), some training and supervision of library clerks and part-time staff, and the maintenance of records and files established in libraries to govern the acquisition, organization, and preservation and circulation of collections.

DUTIES:

- Under the general supervision of professional staff, responsible for the daily operations of the service desk
- Supervise student assistants, including hiring, scheduling, training, assigning work and evaluating performance. May also provide some training and supervision for clerical staff
- Assist readers in locating information resources and in using materials in the collections
- Resolve patron problems, communicate with patrons by phone, E-mail or other means, enforce library regulations, and supervise use of library facilities and resources
- Perform duties listed under library clerk position description, such as operating circulation and reserve systems, as needed
- In smaller departments might cover the entire range of library operations

QUALIFICATIONS: Strong service orientation and demonstrated ability to work well with colleagues and the public. Familiarity with library operations and automated library systems. Good communications skills, good judgment and the ability to work independently. Attention to detail and dependability.

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: Bibliographic 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: Library Imaging 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: Library Service 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: 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.

DUTIES:

- 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
- 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
- Technicians working in Helpdesk Operations perform triage on requests and problems reported to the Library Helpdesk, generate worktickets for ITaDD and other staff (such as Blackboard support, Electronic Acquisitions, etc.), respond to reported system emergencies using established procedures

- Ensure that issues are resolved. Escalate or refer issues as needed, request service as needed, document all steps taken
- Use provided tracking and information systems to monitor and document work, communicate with users, and maintain inventory and other information as needed
- Assist with the process of ordering, tracking, receiving, and delivering IT hardware and software
- Maintain stocks of necessary equipment and supplies, request additional equipment and supplies, notify supervisor of issues such as shortages, problematic equipment, needed items (examples include, but are not limited to, printers, barcode equipment, barcode labels, printer paper, cables)
- Prepare, run, printout and distribute reports from library management system
- Prepare and/or provide documentation and instructional materials for use of standard and supported hardware and software
- Attend and participate in meetings and information sessions pertaining to library and University IT operations, keep abreast of technology and service developments offered by the University and Libraries

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.

DUTIES:

- Implement policy and guidelines on public service procedures
- Responsible for answering research and reference service requests for on-site users and in response to mail and telephone queries utilizing specialized finding aids
- Retrieve or supervise retrieval of requested materials and monitor their use in keeping with standard archival security practices
- Supervise refile/re-shelving of all materials
- Implement policy regarding acquisitions with regard to gifts of memorabilia, prints or photographs, published materials, and three-dimensional objects. Responsible for accessing and describing these gifts and preparing all acknowledgment forms
- Responsible for archival processing of new acquisitions and collections maintenance; this involves all aspects of accessing, inventorying, description, preservation and stack placement
- Monitor and report on office procedures including those governing use of the facility; such as, the processing of accounts receivable and accounts payable; the maintenance of the Department's statistical log; the implementation of standard security practices and environmental controls; and supervision to ensure proper use of office equipment including the microfilm reader, photocopier and microcomputers
- Draft correspondence, transcribe primary source documents onto word-processing equipment, assist in the compilation of data on varied historical topics, and do some indexing and editing of written materials
- Perform designated secretarial work which includes taking dictation
- Train and supervise student assistants and coordinates their activities
- Responsible for special projects as assigned; such as, preparation of exhibits, preparation of item by item guides or catalogs, special surveys and quantitative analyses of Archives; holdings, and the like

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: Binding Specialist

DEFINITION: Responsible for operation of the Bindery Section, training and overseeing the employees working there, and advising librarians on binding questions generally.

DUTIES:

- Coordinate and review the work of clerical and part-time employees in Bindery Section and train staff
- Examine materials to be bound and determine appropriate methods of handling
- Assign work of the Section and develop procedures and records for handling books and other library materials to be bound
- Prepare books and other library materials for binding, rebinding, etc., including material requiring special instruction
- Handle communications with commercial binderies and internally with library units
- Purchase necessary supplies and equipment for repair and binding
- Examine books and other library materials returning from binders for quality of workmanship and conformity to binding standards
- Consult with responsible staff on library binding needs and recommend methods to meet specific requirements

QUALIFICATIONS: Knowledge of and experience with binding methods, standards, materials, etc. acquired through related work over a period of five (5) years. Ability to handle foreign languages. The minimum of a high school education is a normal requirement.

JOB CATEGORY: Circulation Department Faculty/Patron Liaison

DEFINITION: Under the direction of the Head of Circulation, responsible for a wide range of faculty and user relations, problem solving, collection agency activity, and related matters, for Van Pelt Circulation Department.

DUTIES:

- Serve as primary liaison and coordinator for a variety of faculty services for the circulation department, including, but not limited to, faculty borrowing, faculty studies, and research assistant and faculty spouse borrowing cards
- Make personal contact, using appropriate means of communication, with patrons regarding overdue materials or other circulation problems; coordinate all activities related to faculty (and faculty proxies) and library staff reminders and renewals; initiate billing procedures for faculty and library staff with long overdue materials
- Serve as primary backup for the Library Accounting Specialist in Circulation, with respect to monetary and billing records
- Take primary responsibility for following up with patrons in a variety of areas, including damaged materials, special requests, and recall problems, and similar situations as assigned by the department head; act as the primary contact within the department for users with disabilities
- Resolve serious patron problems, including fine disputes and other delinquency situations, exercising judgment within departmental guidelines
- Serve as primary liaison to the Center for Advanced Judaic Studies Library, especially regarding CAJS Fellows and delivery of journal articles and books to CAJS
- Participate in setting departmental policies and procedures, especially as related to faculty services and courtesy users
- Assist at the circulation desk on a limited basis, and with various off-desk assignments as needed

QUALIFICATIONS: Two years experience at Library Clerk or higher level at University of Pennsylvania Libraries preferred. Demonstrated judgment and tact, ability to work well with faculty/users/staff, and show tact and reasonableness. Ability to handle all levels of problems with understanding and firmness. Objective and levelheaded; ability to analyze complex problems and situations. Communicates clearly and easily both orally and in writing.

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. Participates in planning, implementing, and administering effective circulation services. Also shares responsibility for training system wide in the implementation and operation of the automated circulation system in the Libraries.

DUTIES:

- 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)
- Assist the Head of the Department in interviewing, hiring, training, directing and evaluating the work of the full-time support staff
- Select, hire and train student assistants for the desk unit. Check student time reports, submits time sheets, resolves problems with paychecks, etc.
- 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
- Resolve patron problems referred by Library Clerks
- Serve as backup for Faculty/Patron Liaison
- Interpret and apply circulation policies; exercise judgment in situations which may call for exceptions to policy
- Ensure that notices are sorted and mailed and that incoming mail is distributed. Also ensure that renewals are processed, and check the quality of the processing
- Review storage requests and coordinate the storage operation at the Van Pelt end
- Work with the Head of Circulation to plan for and implement training for student assistants throughout the Libraries who will work with the automated circulation system
- Perform related tasks as necessary. Take part in some regular desk assignments

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: Daytime Building Superintendent

DEFINITION: Responsible to Building Administrator for security and physical plant operations of main library buildings during daytime hours.

DUTIES:

- Supervise building security and respond to calls for assistance in handling problem patrons or suspicious persons anywhere in building
- Work with University Security on problems
- Supervise truck delivery system among libraries and between libraries and storage building
- Train and oversee part-time assistants on truck
- Supervise prompt pickup and return of materials to and from storage building and as necessary handle such deliveries directly
- Work with other University departments to handle special security or maintenance problems or to achieve acceptable levels of cleanliness
- Assist Building Administrator in performing building-related assignments. This includes checking completion of scheduled work, making minor repairs to furniture, setting up conference rooms for meetings and special functions, maintaining storage rooms, relocating furniture, and performing other related activities
- Train and supervise Library Clerks assigned to the stacks and inform Circulation Department of problems in relieving Library Clerks for breaks/lunches, etc.
- Assist Building Administrator in overseeing parking lot, delivery of material, mail room operations, etc.
- Generally perform other related duties as necessary

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: Evening Building Superintendent

DEFINITION: Responsible for building security, physical plant and general library operations of main library building on a nightly basis.

DUTIES:

- Supervise building security and general library operations
- Maintain continuing surveillance of physical plant. Make appropriate decisions independently and in accordance with established policy as necessary during evening service hours
- Ensure that part-time staff are present in those library service areas not in the charge of full time staff and try to resolve problems related to evening operations
- As necessary, work with University departments to handle special security or emergency maintenance problems or to achieve acceptable levels of cleanliness
- Assist in performing building related assignments. This includes checking completion of scheduled work, making minor repairs to furniture, setting up conference rooms for meetings and special functions, maintaining storage rooms, relocating furniture, and performing other related activities
- Train and supervise Library Clerks and part-time employees assigned to the stacks
- Provide assistance in locating library materials
- Perform other related duties as necessary

QUALIFICATIONS: At least three (3) years of pertinent experience is required in progressively responsible supervisory jobs. Ability to train, supervise, and assess performance of staff members; 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: 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.

DUTIES:

- In accordance with established procedures, verifies accuracy, determines method of payment, converts currency and authorizes payments
- Handles departmental cash, including reconciling cash transactions
- Transfers funds between University accounts for payment of invoices
- Reconciles credit card and charge account statements and processes requisite paperwork for payment
- Oversees the collection of vendor data for the University's payment system
- Checks the accuracy of vendor records and requests corrections when necessary
- Maintains all records related to payment and billing
- Processes refunds and returned checks
- Checks accounting transactions to locate and resolve discrepancies
- Responds to inquiries. Provides accounting information to staff, students, individuals, other departments and suppliers
- Resolves bookkeeping problems
- Uses various software applications, such as spreadsheets, relational databases, statistical packages, checking and graphics packages to assemble, manipulate and/or format data and/or reports
- Working with the professional staff and ITaDD personnel, determines the most efficient way to apply current technology to the bookkeeping function
- Regularly interacts with University Accounting Offices as necessary
- May train and supervise student and part-time employees and direct the work of full-time staff
- Performs special projects and additional assignments as directed by department head, including maintaining a variety of statistical reports
- Generally performs other related duties as required

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 bibliographic or public service 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.

DUTIES:

- 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
- Handles 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

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: 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.

DUTIES:

- Train and oversee work of Library Clerks and Assistant Heads of Stacks
- Responsible for maintenance of seminar and other special collections
- Serve as building supervisor 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
- Plan and carry out shifting projects of books and other library materials in stacks
- Assist readers on stack floor. Shelving and sorting books and other library materials as required
- Check materials on graduate and faculty carrels

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: Head of Reprographic Services

DEFINITION: Under general supervision of Business Administrator, responsible for the operation and maintenance of reprographic equipment and activities supporting reprographic services in Van Pelt and other libraries.

DUTIES:

- Copy, microfilm or otherwise duplicate library materials
- Service and make minor repairs to reprographic equipment, arrange for outside service, order and distribute supplies
- Collect and count copy machine receipts
- Reconcile reprographic activity and receipts

- Determine amount and timing of deposits and make bank deposits as necessary
- Service bill changing equipment including repair, coin loading and bill collection
- Take inventory and reconcile receipts as necessary
- Assist library staff and users in copying matters
- Train assistants and assign and oversee their work
- Photographic processing
- Perform other related duties as necessary

QUALIFICATIONS: Mature judgment and sense of responsibility. Service oriented approach. Mathematical aptitude and ability to maintain accurate records. Knowledge of reprographic equipment. Three (3) years of related experience.

JOB CATEGORY: Head of Slide Collection

DEFINITION: Responsible for operation of the Slide Collection, training and supervision of staff, coordinating acquisitions and bibliographic functions.

DUTIES:

- Assign work, develops procedures, train and review work of clerical and part-time assistants
- Perform bibliographic functions, including acquisition and cataloging of slides and photographs
- Perform reference functions involving slide and photographic materials. Work closely with faculty in selection of new materials
- Purchase supplies and equipment for Slide Collection

QUALIFICATIONS: Undergraduate degree in Art History. Ability to handle foreign languages. Extensive skill in bibliographical and reference work. Three (3) years previous experience in related work.

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

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 or 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 his 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 University agrees to withhold, through payroll deduction, voluntary contributions to the Union's P.E.O.P.L.E. Committee.

- a. The earliest initial deduction will be reflected in the employee's paycheck dated September 16, 1988.
- b. The weekly deduction will be for those employees who individually request, in writing, that such deduction be made.
- c. The authorization shall be irrevocable for the term of the Collective Bargaining Agreement. (8/2/1988)

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 Plan
 Payments from the University for the Local 590 Health and Welfare Plan shall be increased if necessary up to (per month):
July 1, 2007 \$30,000;
July 1, 2008 \$30,500;
July 1, 2009 \$35,000.
 Duplicate prescription cards shall not be issued.
 The continuation of such payments is dependent upon the University not having a comparable program.
 If the Fund develops an excess of monies, such monies shall be refunded to the University.
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)
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.

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