

AGREEMENT
DATED JANUARY 1, 2020
BETWEEN
CITY OF PITTSBURGH
AND
AFSCME DISTRICT COUNCIL 84
LOCAL 2719

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AGREEMENT

This Agreement dated January 1, 2020 is between the City of Pittsburgh hereinafter called the "City," and the American Federation of State, County and Municipal Employees, District Council 84, Local 2719, hereinafter called the "Union."

ARTICLE I Recognition

The Union recognizes the Mayor as the bargaining agent for the City of Pittsburgh. The Union, its agents and representatives, agree to bargain collectively pursuant to Act 195 of 1970 only with the Mayor or his designated representative.

The City recognizes the Union as the exclusive collective bargaining agent with respect to wages, hours, and other conditions of employment for all Employees occupying jobs in the bargaining unit as certified on 12/22/77, by the Pennsylvania Labor Relations Board PERA-R-8833-W.

The term "Employee" as used in this Agreement applies to all individuals occupying such jobs.

The City retains the right to subcontract any services or work traditionally assigned to AFSCME 2719 Employees at the City's sole discretion.

ARTICLE II Union Security

Section 1. The Employer shall inform new, transferred, promoted, or demoted employees in the bargaining unit that the Union is the exclusive representative. The Employer shall provide Employees with Union membership and dues deduction materials. The Union shall furnish the Employer with sufficient copies of membership and dues deduction materials.

All Employees who are presently members of the Union in good standing in accordance with its Constitution and By-Laws, and all other Employees who hereafter become members of the Union, shall maintain their membership in the Union in good standing for the duration of the Agreement. New Employees shall have the right to opt out of Union membership by following the procedure set forth in Section 2 of this Article.

Section 2. The parties recognize an Employee's right to resign from the Union fifteen (15) days prior to the expiration of this Agreement. To resign, the Employee shall send a certified letter, return receipt requested, of resignation to the headquarters of District Council 84, AFSCME, AFL-CIO, and a copy of the letter to the City. The official membership card, if available, shall accompany the letter of resignation. The letter shall be postmarked during the fifteen (15) day period prior to the expiration date of this agreement and shall state that the Employee is resigning membership in the Union and where applicable is revoking check-off authorization. The City shall cease check-off effective the date of receipt of notification from the Employee or Union.

Section 3. The City will check-off regular bi-weekly dues, as designated by the Union in writing to the City, on the basis of individually signed voluntary check-off authorization cards. A copy of such

authorization card for the check-off of Union dues shall be furnished to the City at intervals no more frequent than once each month. Deductions on the basis of authorization cards submitted to the City shall commence for the month in which the City receives such card or in which such card becomes effective, whichever is later.

Section 4. The City shall remit to Council 13 AFSCME AFL-CIO all monies deducted and a list of all Employees for whom a deduction has been made on or before the 15th of the month after such deductions are made. Deductions for newly hired Employees will begin in the month in which they receive their first paycheck. The City shall remit all monies so deducted to Council 13 along with a list of all Employees for whom a deduction was made to Council 13 by the fifteenth (15th) of the month after such deductions are made.

The Employee's dues deduction authorization shall remain in effect until expressly revoked in writing by the Employee in accordance with the terms of the authorization. When it is determined by the Union that an Employee's payroll dues deductions should cease, except as provided for in Section 2 of this Article, the Union shall be responsible for notifying the Employer in writing. The Employer shall rely on the information provided by the Union to cancel or change the authorization.

Section 5. The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice, or assignment furnished under any of such provisions.

Section 6. The City agrees to allow the Union to provide information to new Employees during orientation regarding their union membership. This information shall be in the form of a leaflet and shall be available for new Employees to pick up at orientation. The City agrees to inform new Employees that the leaflet is available to pick up at orientation. The Union shall be responsible for providing copies of the leaflets prior to orientation. Furthermore, the City agrees to provide to the Union the names of the new Employees hired into Union classifications upon the Union's request no later than thirty (30) days after the date of orientation.

ARTICLE III Hours of Work

Section 1. A pre-established work schedule shall consist of five (5) consecutive workdays in any seven (7) consecutive day period.

An Employee may also request to work a four (4) day, ten (10) hour per day work schedule. Approval of the four-ten (4-10) schedule shall be at the discretion of the City and the four-ten (4-10) schedule may be discontinued by either party at the beginning of a work week upon at least seven (7) days' notice. The City's denial and/or discontinuation of a four-ten (4-10) schedule shall not be grievable under this Agreement.

Section 2. The workday shall consist of any twenty-four (24) hours in a pre-established work schedule beginning with the scheduled reporting time for the Employee's shift.

Section 3. The work shift shall consist of eight (8) work hours within a pre-established work schedule. For certain designated job classifications, the work shift may consist of ten (10) work hours within a pre-established work schedule, if mutually agreed upon by both the Employee and the City.

Section 4. The regular hours of work for any shift shall be consecutive except that they may be interrupted by a meal period.

Section 5. Work schedules showing the Employees' shifts, workdays, and hours shall be posted on applicable departmental bulletin boards. Except for emergencies, changes will be posted one (1) week in advance. Where changes are to be made by the City for other than emergency reasons, or where schedules are to be adopted for new programs, the City agrees to meet and discuss with the Union prior to the implementation of such changes of schedules.

Employees shall be permitted to switch shifts that do not overlap and which occur during the same workday upon 48 hours prior notice to and approval of their direct supervisor so long as the switch will not result in overtime compensation being paid to either Employee. Employees who agree to switch shifts will be required to submit notice in writing which must be signed by both Employees.

Section 6. Employees engaged in seven (7) day operations are defined as those Employees working in an activity for which there is regularly scheduled employment for seven (7) days a week.

The work week for seven (7) day operations shall consist of any five (5) days within a consecutive seven (7) calendar-day period. In such cases, Saturday and/or Sunday work schedules shall be rotated or fixed among the Employees in a section at the Employees' option.

Section 7. The provisions of Section 1 through 6 shall not be applicable to Employees whose hours of work have customarily been either irregular, intermittent or Employee controlled, provided however, if new schedules are to be adopted Section 5, above, will apply.

Section 8. Rest Periods

All Employees shall be allowed reasonable rest periods during the work shift subject to the needs and schedule of business of the Department. Employees shall be entitled to two (2) fifteen (15) minute paid rest periods. Rest periods shall not be arbitrarily or capriciously withheld but must not interfere with operations.

Section 9. Reporting Allowance

Unless previously notified not to report to work, an employee who reports to work as scheduled shall be given a minimum of eight (8) hours work. In the event no work is available when the employee reports to work, the employee shall be released from work and paid a reporting allowance of eight (8) times the regular hourly rate of pay. This provision shall not be applicable when the employee leaves his work through no fault of the City, or is prevented from working because of work stoppages, failure of utilities, or acts of God, in which cases he shall be paid for the time actually worked, if any.

Section 10. Meal Periods

All Employees shall be granted a meal period, which period shall fall within the third (3rd) to sixth (6th) hours of their workday unless otherwise approved by the City or unless emergencies require a variance. Present practices relating to flying meal periods shall remain in effect. The meal period shall not exceed one (1) hour in length unless the Employee and City mutually agree to a longer meal period. Paid rest periods, as defined in Section 8 of this Article, shall not be taken consecutive with the Meal Period without the approval of the Employee's immediate supervisor.

Section 11. This Article with the exceptions of Sections 10 and 11 defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or a guarantee of days of work per week. This Article shall not be considered as any basis for the calculation of payment of overtime.

Section 12. Any part of this Article may be waived by mutual agreement of the parties in order to implement an alternative Work Schedule Plan involving flexible hours, if the City and the Union agree to implement such a plan during the term of this Agreement.

ARTICLE IV Holidays

Section 1. Each Employee shall be entitled to the following holidays:

- | | |
|--------------------------------------|---------------------------|
| A) New Year's Day | F) Labor Day |
| B) Martin Luther King Jr.'s Birthday | G) Veteran's Day |
| C) Good Friday | H) Thanksgiving Day |
| D) Memorial Day | I) Day after Thanksgiving |
| E) Independence Day | J) Christmas Day |

Section 2. Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday for those Employees on a Monday through Friday work week. For other than these Employees, the holiday shall be deemed to fall on the day on which the holiday occurs. Under no circumstances shall an Employee be paid for a holiday or receive pay at an overtime rate more than once for the same holiday.

Section 3. An Employee shall be paid for any unworked holiday listed in Section 1 of this Article, provided they were in an active pay status on their scheduled workday immediately prior and their scheduled workday immediately subsequent thereto.

If a holiday is observed while an Employee is on sick leave, vacation, or other paid leave status, they will receive their holiday pay and the day will not be charged against sick, vacation, or other paid leave credits.

Section 4. If an Employee works on any of the holidays set forth in Section 1 of this Article, they shall be compensated at the overtime rate of one and one-half (1.5) times their regular hourly rate of pay for all hours worked on said holiday. The Employee shall receive paid time off or at the City's option, additional pay at the regular rate for all hours worked on a holiday up to a full shift. If the Employee who received paid time off is not granted such paid time off prior to the holiday or within the sixty (60)

calendar day period succeeding the holiday, they shall be compensated at their regular rate of pay in lieu of such paid time off. By mutual consent of the City and the Employee involved, such scheduling period may be extended an additional thirty (30) calendar days.

If the City requires an Employee to work a double shift on a holiday, it shall compensate the Employee for the second shift in accordance with this section.

**ARTICLE V
Vacations**

Section 1. All Employees shall accumulate vacation time in each pay period beginning with the first full pay period the Employee works after his or her first date of employment. Once the Employee successfully completes the probationary period described in this Agreement, they will be entitled to use any accumulated vacation time in accordance with the provisions of this agreement and the vacation selection and scheduling policies of the department in which they work. If seniority is used in the selection of vacation the applicable measure of seniority must be "City seniority."

A. Each Employee hired on or before December 31, 2006 shall begin to accumulate vacation time in each pay period beginning with the first full pay period the Employee works after their first date of employment. Vacation shall be accumulated per pay period based on an Employee's years of completed service as follows:

YEARS OF COMPLETED SERVICE	CALANDER WEEK OF VACATION	VACATION ACCRUED PER PAY PERIOD
One (1) through four (4)	Two (2)	0.38462
Five (5) through nine (9)	Three (3)	0.577
Ten (10) or more	Four (4)	0.769231
Fifteen (15) or more	Five (5)	0.9625

B. Employees hired on or after January 1, 2007 shall not accrue a fifth week of vacation, but will receive a maximum four (4) weeks of vacation in accordance with the schedule as follows:

YEARS OF COMPLETED SERVICE	CALANDER WEEK OF VACATION	VACATION ACCRUED PER PAY PERIOD
One (1) through four (4)	Two (2)	0.38462
Five (5) through nine (9)	Three (3)	0.577
Ten (10) or more	Four (4)	0.769231

Vacation accrued under these provisions must be used within twenty-four (24) months of the pay period in which it was accrued.

An Employee who earns vacation under the provisions of this Section shall earn a prorated vacation in any pay period in which they are compensated for fifty-five percent (55%) of their regularly scheduled work days but less than one hundred percent (100%) of their regularly scheduled work days. No such Employee shall earn vacation in any pay period during which they are compensated for less than fifty-five percent (55%) of their regularly scheduled workdays.

A day spent at work, on sick leave, vacation, personal leave, death leave, jury duty leave, military duty leave, or workers' compensation shall count as a compensated day. A day spent on short-term disability leave or long-term disability leave shall not count as a compensated day.

Section 2. Vacation pay shall be the Employee's regular straight time rate of pay in effect for the Employee's regular classification.

Section 3. Employees hired after a break in service shall have their continuous service bridged in accordance with the practices of the Department of Human Resources and Civil Service for the purposes of vacation entitlement.

Section 4. Vacations shall be scheduled and granted for periods of time requested by the Employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of Employees on vacation at the same time, the Employee with the greatest City seniority as it relates to total years of service with Employer since their last date of hire in the bargaining unit shall be given their choice of vacation periods in the event of any conflict in selection. Where reasonable opportunities are available for selection of vacations on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period.

An Employee who will complete a year of service which will entitle the Employee to an additional week of vacation need not wait until the anniversary date of hire to use the additional week of vacation. The scheduling of the additional week of vacation is otherwise subject to the limitations of this section.

Section 5. If a holiday occurs during the work week in which vacation is taken by an Employee, the holiday shall not be charged to vacation leave.

Section 6. An employee who actually works at least one (1) day in the year vacation is due to be used, becomes ill prior to the start of his/her scheduled vacation period, and misses vacation because of being on sick leave, accident and sickness leave, long-term disability or workers' compensation leave shall have the option, upon satisfactory proof of illness sufficiently serious to interfere with vacation plans, to reschedule vacation. An employee who cannot reschedule vacation before the end of the year will receive the difference, if any, between the pay for the leave taken and pay for the vacation period scheduled. Payment will be made in January of the following year. No vacation shall be rescheduled if the rescheduling would interfere with another employee's vacation, the efficient operation of the City or would extend the vacation period into the following calendar year.

Section 7. If an Employee is required to work during their scheduled vacation period and the City is unable to reschedule the Employee's vacation during the calendar year, the calendar year shall be extended for ninety (90) days for rescheduling purposes.

Section 8. Any Employee who actually works at least one (1) day in the year that vacation is due to be used and is separated from the service of the City for any reason prior to taking his/her vacation, shall be compensated in a lump sum payment for the unused vacation that is due to be used in the year of separation.

Section 9. An Employee who does not actually work at least one (1) day in the year that vacation is due to be used shall not receive pay for the vacation and shall not carry vacation over into the next year.

Section 10. With regard to vacation, the Union agrees that the City has no obligation nor requirement, based on any written agreement, oral agreement, understanding, past practice, or on any other basis, to fill vacancies created by an Employee taking time off due to vacation, and that the City may leave any and all such vacancies unfilled at its sole and exclusive discretion. The Union agrees that the preceding sentence shall supersede any and all prior agreements, understandings, or past practices and that the preceding sentence cannot be modified during the term of this Agreement.

ARTICLE VI
Sick Leave and Personal Leave

Section 1. Allowance

A. Any Employee contracting or incurring any non-service connected sickness or disability, which renders such Employee unable to perform the duties of their employment, is quarantined by the Health Authorities, or must make medical visits which cannot be scheduled during non-working hours as a result of any such illness or injury, shall receive leave with pay in accordance with Sections 2 or 4 below.

B. Each regular Employee hired after January 1, 1998 will begin the sick and accident plan as described in Section 4. Effective January 1, 1999 all Employees, including those hired before January 1, 1998 will be in the sick and accident plan provided by the City.

Section 2. Sick Leave

Employees hired before January 1, 1998 who have accumulated sick days may retain such sick days as they may hold on December 31, 1998.

Section 3. Personal Leave

A. 1) Each current Employee shall accrue three (3) days of personal leave time as of January 1, of each year. Employees hired, reinstated after an unpaid leave, or recalled between January 1 and March 31 shall accrue three (3) days; between April 1 and June 30, two (2) days; and between July 1 and September 30, one (1) day. Employees absent on short term disability leave or long-term disability leave shall receive a prorated personal day accrual based on compensated days during the previous year:

Compensated days	Personal days accrued
195-260	3
130-194	2
65-129	1
0-64	0

2) Personal leave is an annual benefit. An Employee rehired, reinstated after an

unpaid leave, or recalled in the same calendar year as their separation from the City, is not eligible for this benefit if they previously received such benefit in the same calendar year.

3) Beginning January 1 each year, each Employee shall earn one-half (½) day of personal leave time for each full calendar month that the Employee is compensated in full by the City. Compensated in full includes any authorized paid absence including sick leave, vacation, jury duty, death leave, military leave, personal leave and Workers' Compensation and authorized absences of one (1) day or less, but does not include any other unpaid leave, short term disability leave or long term disability leave.

4) An Employee may not accrue more than nine (9) days under this provision. The City will pay for any personal leave time accrued over nine (9) days at the end of each calendar quarter at the regular daily wage rate in effect at the time.

B. Personal leave time off must be requested in writing at least forty-eight (48) hours in advance of the time requested unless due to sudden illness or emergency. Such requests for personal leave time off shall be responded to by the City within twenty-four (24) hours of the request. Final discretion to schedule personal leave time off shall rest with the City, but such requests shall not be arbitrarily or capriciously denied. In the event that more requests are received than can be allowed for the same day then the time off shall be awarded on the basis of seniority. Personal leave may not be used in units of less than two (2) hours.

C. Any Employee separated from the service of the City for any reasons prior to using accrued personal leave shall be paid in a lump sum for the accrued unused personal leave at the regular daily wage rate in effect at the time.

Section 4. Sickness and Accident Leave

A. The City shall provide each regular full time Employee with a short term and long-term disability insurance plan providing the following benefits:

1. Short Term Disability Insurance

a. An Employee who has completed three (3) months of continuous full time employment and has actually worked one (1) additional day shall be covered by short term disability insurance providing benefits described in sub-section l(b) immediately below for non-work related illness *or* injury that occurs after the insurance coverage begins.

b. Beginning on the twenty-second (22nd) day of any certified non-work-related disability, the Employee shall receive fifty percent (50%) of his or her base wages per week for the number of weeks contained in the following table:

LENGTH OF CONTINUOUS	WEEKS OF BENEFIT PAYMENT
1 day to 90 days	0 weeks
3 months to 1 year	8 weeks
1 year to 2 years	15 weeks

2 years to 4 years	20 weeks
Over 4 years	26 weeks

2. Long Term Disability Insurance

a. An Employee who has completed five [5] years of continuous full-time employment and has actually worked one (1) additional day shall be covered by long term disability insurance for non-work-related illness or injury that occurs after the insurance coverage begins and lasts longer than twenty-six (26) weeks. The insurance shall provide a monthly benefit payment, which together with any social security benefit, City pension benefit or other periodic benefits described in the contract between the City and the administering insurance carrier shall equal fifty percent (50%) of the Employee's monthly base wage to a maximum of \$5,000 per month until age 65 or until the disability ceases, whichever is first. Any Employee unable to obtain Social Security disability coverage within two years of the date of Injury shall have long term disability reduced to twenty percent (20%) of the Employee's pre-injury salary to a maximum of five-thousand dollars (\$5,000) per month for the duration of any coverage.

b. The Employee has the option to choose an "enhanced" plan which in accordance with the terms of this Plan, increases the level of benefits to sixty percent (60%) of salary under certain conditions. The Employee electing this option will pay one hundred percent (100%) of the cost of this election.

3. To qualify for the short term and long-term disability benefits outlined above, the Employee's disability must be regularly certified by a physician within the terms and provisions of the Agreement between the City and the administering insurance carrier.

4. The short term and long-term disability insurance shall apply to non-work-related illness or injury only. The benefits provided by this section are subject to the conditions, limitations, exclusions, and definitions provided in the agreement between the City and the administering insurance carrier.

5. In the event an Employee's sick and accident benefits are terminated based upon the carrier's determination of fraud or misrepresentation, the Employee will be required to sign a release allowing the City access to the administering carrier's records.

B. Accumulated sick leave days held by any Employee hired before January 1, 1998 covered by this section will continue to be held but there shall be no further accumulation. These accumulated days shall be used during the first workweeks of a non-work related disability in lieu of the benefits provided for sudden illness in Section 4-A-(1) above for as long as such accumulated days last, but no payments under this option shall be made for a period longer than the periods listed in Section 4-A-(1) above.

Section 5. A Doctor's certificate only may be required for an absence from work due to sickness for four (4) or more consecutive workdays, or when the City believes the absence from work to be the result of abuse.

Section 6. An Employee shall be required to report off on sick leave in accordance with the rules and regulations of his or her department on the first day of absence, and each day of absence thereafter, unless the Employee provides an anticipated date when they expect to return to work, and the City does not believe the absence from work to be the result of abuse.

Section 7. Time Donation

The City's Time Donation policy is incorporated herein. Union employees shall be allowed to donate to and/or receive donations from any participating employees under the provisions of the City's policy. Any disputes regarding the administration of this policy shall be grievable under Article XV of the Agreement.

**ARTICLE VII
Leaves of Absence**

Section 1. Eligibility Requirements

Employees shall be eligible for leaves of absence after six (6) months service with the Employer.

Section 2. Application for leaves

Any request for a leave of absence of five (5) workdays or more shall be submitted in writing by the Employee to their Director or the Acting Director if there is no sitting Director. The request shall state the reason the leave of absence is being requested and the approximate length of time off the Employee desires.

A. Requests for a leave of absence shall be answered by an Employee's Director in writing.

B. Any request for a leave of absence shall be answered promptly. Requests for immediate leaves not to exceed five (5) workdays because of special urgency shall be answered by the Employee's immediate supervisor before the end of the shift on which the request is submitted.

C. A request for a short leave of absence, not exceeding two (2) weeks shall be answered within three (3) working days. A request for a leave of absence exceeding two (2) weeks shall be answered within ten (10) workdays.

D. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement Employees shall be returned to the same or equal job classification they held at the time the leave of absence was requested.

Section 3. The City shall supply forms to Employees, which the Employees shall use to request any unpaid leave, and any paid leave, including vacation and leave due to illness, of more than two (2) weeks. Except in emergencies, the Employee shall submit the form at least two (2) weeks before the first day of the leave. The City shall respond to the Employee's request within one (1) week of receipt of the request.

ARTICLE VIII Paid Leaves

Section 1. Leave Due to a Death

An Employee shall be granted three (3) days absence from work without the loss of pay whenever a death occurs in the Employee's immediate family. Immediate family is defined to mean spouse or comparable domestic partner, parent, parents of spouse, step-parent, child, step-child, brother or sister, brother-in-law or sister-in-law, and grandparent or grandchild.

Employees may elect to take this leave as follows:

- At the time of death;
- At the time of funeral services;
- At the time of memorial service; or
- If receiving three (3) days of absence, designate a number of days among the three prior options.

The City reserves the right to require proof of death and relationship of the deceased. An obituary or program from the funeral services or memorial service shall suffice as proof of death.

Section 2. Jury Duty Leave

Any Employee ordered to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty and shall receive the difference between any jury duty compensation received and his regular daily wage for each day of jury service.

Section 3. Civil Service Examinations

Employees shall be allowed time off with pay to take open competitive and promotional examinations given by the City Civil Service Commission. No Employee will be required to work a second shift in the same workday if the Employee is scheduled to take a Civil Service examination on the second shift and another Employee is available to work the shift.

Section 4. Military Service Leave

Any Employee who is a member of a Reserve force of the United States or of the National Guard and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this state shall be granted a leave of absence during the period of such activity, with no loss of time or pay, not to exceed fifteen (15) days in the calendar year.

Section 5. Education Leave

A. Employees selected by the City shall be granted paid leaves of absence for educational purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that

are intended to improve or upgrade the individual's skill or professional ability.

B. The City shall reimburse the Employee for all actual reasonable travel expenses, lodging, registration fee, and out of town per diem of Thirty-Five Dollars (\$35.00).

Section 6. Paid Parental Leave of Absence

The City's Paid Parental Leave of Absence Policy is incorporated herein. Any disputes regarding the administration of this policy shall be grievable under Article XV of the Agreement.

Section 7. Paid Safe Leave

The City's Paid Safe Leave Policy is incorporated herein. Any disputes regarding the administration of this policy shall be grievable under Article XV of the Agreement.

**ARTICLE IX
Unpaid Leaves**

Section 1. Reasonable Purpose

A. Leaves of absence without pay and benefits not to exceed six (6) months, may be granted for any reasonable and compelling purpose.

B. Paragraph A above notwithstanding, any Employee granted a leave of absence not to exceed six (6) months due to exhaustion of accumulated sick leave shall continue to have their Health and Life Insurance premiums paid by the City during such leave.

Section 2. Union Business

No more than seven (7) Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the City may, at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed one (1) year, during the term of this Agreement. No leave shall be arbitrarily or capriciously denied.

Section 3. Family and Medical Care Leave

A. The City agrees to abide by the Family and Medical Leave Act of 1993.

B. The City will grant to an Employee who has completed one (1) year of service (if part-time, one thousand two hundred and fifty (1,250) hours of work in the preceding twelve (12) month period) leave of absence without pay not to exceed twelve weeks in any twelve (12) month period for one or all of the following reasons:

1. To care for a natural child within twelve (12) months from date of birth.
2. To care for a child placed with the parents for adoption or foster care.

3. To care for the Employee's spouse, children under age 18 or parents with a serious health condition.
4. To care for the Employee's own serious health condition.
5. A Qualifying Exigency leave as required by the National Defense Authority Act of 2008. While the provisions of the Act and its regulations shall in all cases be controlling, in general, a "Qualifying Exigency" leave is when the Employee's spouse, child or parent is on active duty or is notified of an impending call or order of active duty in the Armed Forces (including the Reserves and National Guard) in support of a "contingency operation."
6. Injured Service Member leave as required by the National Defense Authority Act of 2008. While the provisions of the Act and its regulations shall in all cases be controlling, in general, an "Injured Service Member" leave is leave taken by an eligible Employee who is the spouse, child, parent, or next of kin of a service member who is undergoing medical treatment, recuperation or therapy, is on out-patient status, or is on the temporary disabled retired list for a serious injury or illness. In those circumstances, the Employee is entitled to twenty-six (26) workweeks of unpaid family and medical leave in a single twelve (12) month period to care.

Employees must give not less than thirty (30) days advance notice where they should reasonably have foreseen the leave, or such notice as is practicable under the circumstances.

C. While on leave, Employees will continue to accrue seniority.

D. Employees will be required to use accrued paid leave. An Employee, however, may save three (3) personal days while on family and medical leave.

E. City paid coverage for medical, dental, vision and life insurance will continue for the period of time the Employee is on family and medical leave.

F. The City utilizes a third-party entity to administer its FMLA leave, and procedures have been developed to help Employees report an absence and/or claim with this third-party entity. Employees should refer to the City's Employee Leave of Absence Policy for these reporting procedures.

Section 4. Employees may not voluntarily take unpaid leave of any duration if they have accumulated paid leave that can appropriately be used for the leave.

ARTICLE X Salaries and Other Benefits

Section 1. Salaries

- A. 1) The City has undertaken a change in titles for many existing job classifications. The former titles and the new titles are set forth in Appendix A, along with the standard rates of pay for those classifications.

- 2) The annual rates of pay for each job classification is set forth Appendix B.
- 3) Each Step and Grade salary listed in Appendix B encompasses annual salary increases for the first year of the contract effective January 1, 2020. For the remaining five years of this Agreement, the salary increases are as follows: three percent (3%) effective January 1, 2021; three percent (3%) effective January 1, 2022; three percent (3%) effective January 1, 2023; three percent (3%) effective January 1, 2024; and three percent (3%) effective January 1, 2025.
- 4) Employees assigned to transitional duty shall be paid at the rate associated with the transitional duty position. The assignment to the transitional duty position is made only as a result of a compensable work-related injury. If the pay rate for the transitional duty position is less than that of the Employee's regular pay rate, the difference between those two (2) wages will be paid by the City in accordance with workers' compensation law. Transitional duty is an assignment to perform duties other than those associated with the bargaining unit member's regular position due to the bargaining unit member's medical inability to perform the essential functions of their regularly held position.

Employees assigned to transitional duty shall be notified in writing of such assignment. This notification shall include:

- a. Reasons for being placed on transitional duty;
- b. Date placed on transitional duty;
- c. Approximate date for break in service;
- d. Consequence of a break in service on employment status and/or seniority;
- e. Pertinent contract provisions;
- f. Identity of proper city officials to send papers, ask questions, and/or discuss status changes; and
- g. Notification of salary adjustment and ability to receive difference through Workers' Compensation.

B. When any new position not listed on the wage schedule but agreed to be in the bargaining unit is established or the specifications of any existing position are materially changed, the City after consultation with the Union, may designate a job classification or new specification and rate structure for the position. In the event the Union does not agree that the classification and wage rate are proper after the position has been filled, then the matter shall be subject to the grievance procedure.

C. 1. If, during the term of this agreement, the Union does not agree that the classification of proper, the matter shall be subject to the grievance procedure. Such grievance may be filed directly in Step 3, but a copy of the grievance must be given to the Step 2 representative of the City.

2. If the City has worked the Employee holding the position out of class in the same classification for one hundred and twenty (120) work days out of a two hundred sixty (260) workday period, then it must decide to either stop the out of class work or to create, post and fill

a position of that classification in which the Employee is working. If the City chooses to create the position, then it will put a position of such a classification in the budget for the following year and will post the position for bid in accordance with Article XIV. The Employee working out of class will be permitted to bid upon the position if the Employee is on the Civil Service eligibility list for the classification. The Employee's rights to the position will, however, be determined under Article XIV. If the Employee who acts out of class is not eligible to bid upon the new position, does not successfully bid upon the new position under Article XIV, or fails to submit a timely bid for the new position, then the City retains its right to keep the Employee's position in the same department and work location, transfer the position and the Employee to another department or work location, *or* eliminate the Employee's position and, if necessary, follow the reduction in work force procedure under Article XIV, Section 3. If the Employee who had been acting out of class successfully bids upon the new position, the Employee will receive the standard rate for the new position.

D. The Employer agrees, upon request, to discuss any contemplated changes in organizational structure that may affect job classifications. Such discussions shall include whether opportunities will be provided for lateral transfers into new or existing positions.

Section 2. Pay Period

The salaries and wages of Employees shall be paid on the same day every other week. In the event this day is a holiday, the preceding day shall be the pay day.

Section 3. Shift Differentials

A. In addition to the established wage rates, the City shall pay a ninety-five cent (\$0.95) hourly premium to Employees for all hours worked on shifts beginning between 12 Noon and 11:00 P.M.

B. Employees working any hours on shifts beginning between 11:00 P.M. and 6:00 A.M. shall be paid a one dollar and ten cents (\$1.10) hourly premium for each hour worked.

C. Shift differential shall be included in the calculation of overtime compensation but shall not be part of the base wage for any other purpose.

Section 4. Out of Classification

When an Employee temporarily assumes the duties of a higher paid bargaining unit classification, in whole or in part, the employee shall be paid a wage rate one step higher than the prevailing wage rate for their own classification or the minimum step of the classification in which the Employee is working out of class, whichever is higher, for all hours worked. If an Employee is required to work in a lower paid job, the Employee shall receive their regular rate of pay.

Section 5. Any Employee required to work beyond four (4) hours of overtime following their regular full day shall be granted one-half (1/2) hour off with pay for the purpose of eating. A similar one-half (1/2) hour with pay shall be granted for each subsequent four (4) hour period of overtime to be

followed by additional overtime.

Section 6. Mileage Allowance

The mileage allowance shall be paid at the standard IRS rate, as it becomes effective January 1 each calendar year. The maximum amount of reimbursement shall be 500 miles per month for any Employee required by the City to drive his or her personal vehicle. Employees must travel to appointments by reasonably direct routes and must submit accurate mileage claims, supported by mileage route maps as required.

Section 7. Uniforms

The City will continue to supply uniforms, including foul weather gear, to all Employees in the bargaining unit currently required to wear same. The City will make necessary arrangements so that uniforms are available to eligible Employees on a reasonable and timely basis. Failure to wear a uniform supplied by the City will be just cause for discipline. The Union will be given the opportunity to review and comment on the type of uniform before any change is made. Employees are prohibited from wearing uniforms while not on duty, except for immediately prior to beginning and subsequent to ending their shifts, such as their commutes to and from work. When an Employee is separated from employment for any reason, the Employee must return their uniforms. Failure to return uniforms in a timely manner will result in the cost to replace the uniform to be deducted from the Employee's final paycheck.

Section 8. Employees shall be required to participate in direct deposit of pay into a bank account.

Section 9. Dependent Care

The City will permit Employees to make pre-tax deductions from their pay for the purpose of dependent care in the manner, and to the extent permitted by federal law or regulations.

**ARTICLE XI
Overtime**

Section 1.

- A. The workweek shall consist of seven (7) consecutive days beginning at 12:01 A.M. on Monday.
- B. The workday is the twenty-four (24) hour period beginning with the scheduled reporting time for the Employee's shift.

Section 2.

- A. Overtime at the rate of one and one-half (1.5) times the regular rate of pay or compensatory time off shall be granted to all non-exempt Employees, in accordance with the Fair Labor Standards Act. Overtime pay at the regular rate or compensatory time off equal to the overtime hours worked shall be granted to all Fair Labor Standards Act exempt Employees at the option of the City for

all hours worked in excess of forty (40) hours in a workweek.

B. Compensatory time off shall be taken within six (6) months after it is earned. If the City is unable to schedule the Employee off within this period, it may be extended an additional thirty (30) days or paid for in lieu thereof.

C. No Fair Labor Standards Act non-exempt Employee will be compelled to take equal compensatory time off.

Section 3. Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates or as time off shall not be counted further for any purpose in determining overtime liability under the same or any other provisions of this Agreement.

Section 4. A vacation day, personal leave day, worked holiday, or unworked holiday, if the Employee would have been scheduled to work but for the holiday, shall be counted in determining weekly overtime.

Section 5.

A. The opportunity to work overtime shall be distributed as equally as practicable to Employees working within the same job classification and/or office location. The distribution shall be equalized as nearly as practicable every six (6) months beginning January 1.

B. The opportunity to work overtime shall be offered to the Employee within the job classification and/or office location who has the least number of overtime hours to their credit. Employees who are permitted to decline shall be credited as having worked the overtime. This procedure shall be followed until the required Employees have been selected.

C. Employees shall be allowed to decline overtime provided the City determines that other qualified Employees are available to do the required work.

D. A list shall be posted in each office location to record hours worked or credited.

E. In such instances where an Employee in a classification that requires certifications or licenses to perform certain tasks does not yet possess that aforementioned certification or license because the ongoing effort to obtain that requirement has not yet been successfully completed, the City shall have the discretion to assign the overtime to the next most-senior Employee who does possess the certification and/or license to perform that particular task. Similarly, if the most senior Employee in a classification has not yet successfully completed the training required to perform a certain task, the overtime shall be assigned to the next senior Employee who has successfully completed the training necessary to perform the particular task requiring overtime. The City will endeavor to ensure Employees whose existing job duties require learning a new task receive training to learn how to perform that task.

F. Probationary Employees have no tenure in their employment and shall not be eligible for voluntary overtime. In the event that overtime is mandated, probationary employees will be mandated by their hire date starting with the newest hire.

Section 6. In the event of a change in shift from a pre-established work schedule, Employees must be off regularly scheduled work for a minimum of two (2) shifts or the equivalent unless a scheduled day or days off intervene between such shift change. Employees shall be paid at the appropriate rate of pay, straight time or time and one-half for all hours worked on a quick change of shift that falls within the normal workday.

Section 7. The following procedure will be adopted for overtime mandates.

- 1) The official seniority list used for identifying individuals to be mandated will be kept on at least one supervisor's desk in a department.
- 2) Selection of the individual to be mandated will be based on reverse seniority.
- 3) Any individual mandated by a Supervisor must be clearly marked on the mandate list.
- 4) Individuals are not eligible to be mandated if they are currently scheduled to return to work eight (8) hours after the completion of the currently active shift.
- 5) Individuals are not eligible to be mandated when their next scheduled day is a vacation day or a personal day. In the event an Individual is mistakenly notified of a mandate to work under these circumstances, it is their responsibility to immediately notify the Supervisor of this exemption. Failure by the Employee to make such notification will be interpreted as acceptance of the mandate.
- 6) Individuals who volunteer from home for overtime are eligible to bid on overtime for the next shift, but they are not eligible to be mandated.
- 7) If someone elects to volunteer for overtime at the last minute, they can do so only if someone who has already been notified or a mandate agrees not to work.
- 8) Once an individual has been officially notified of a mandate and actually works a fraction of the next shift, that individual will be appropriately credited with the force.
- 9) In accordance with Section 5(E) of this Article, in such instances where a particular task requiring overtime is best suited to a particular Employee, the City shall have the discretion to assign that Employee the overtime. That assignment of overtime shall not be constrained by this Section.

ARTICLE XII Insurance Benefits

Section 1. Health Insurance.

A. The City shall offer at least one healthcare benefit program to Employees covered by this collective bargaining agreement. All eligible Employees will be offered enrollment in the health insurance plan sponsored by the City. The City may design Employee contribution tables to equitably distribute the Employee contributions among plan participants only if the average employee

contribution for that entire plan is not less than fifteen percent (15%). All eligible Employees who are enrolled in the health insurance plan will be required to pay a portion of the plan cost. For Employees earning thirty-five thousand dollars \$35,000 or more per year, Employees shall contribute twenty percent (20%) effective January 1, 2020. For Employees earning less than thirty-five thousand dollars \$35,000 per year, Employees shall contribute ten percent (10%) effective January 1, 2020. The costs of the health plan may be adjusted as needed in response to inflation and/or changing market conditions.

For those Employees whose annual earnings will cross the thirty-five thousand dollar (\$35,000) threshold that causes an increase in contribution from ten percent (10%) to twenty percent (20%) during the term of this Agreement, the percentage of contribution toward health insurance will gradually increase over the span of four (4) years to lessen the impact on Employee earnings as follows: twelve and a half percent (12.5%) the first year the threshold is crossed; fifteen percent (15%) the second year; seventeen and a half percent (17.5%) the third year; and twenty percent (20%) the fourth year.

B. The City may, at its discretion, offer alternative healthcare benefit plans. Any and all additional costs beyond that of the least expensive plan shall be passed on to the Employee that chooses to enroll in the higher cost plan. In terms of provider networks, the City will obtain competitive bids from all qualified bidders in the region.

C. Effective January 1, 2021, the City will offer Employees the option to choose between two healthcare benefit plans. Employees will be able to elect one of the two plan designs during the open enrollment period in 2020 for coverage that will go into effect on January 1, 2021.

D. Employees may make an election of health insurance plans no less than once each year, at a time determined by the City.

Section 2. Life Insurance

A. Each active Employee shall be insured by the City for an amount equal to two (2) times the Employee's standard hourly wage rate times the standard hours in a work year rounded off to the nearest hundred dollars Group Life Insurance with double indemnity during the Employee's employment with the City of Pittsburgh during the term of this Agreement.

B. Any Employee who retires may purchase the following amounts of life insurance: four thousand dollars (\$4,000), six thousand dollars (\$6,000), or ten thousand dollars (\$10,000) by paying the premium for this insurance at one hundred percent (100%) of cost paid by the City.

Section 3. Dental Insurance

A. Each Employee, and their family, unless covered under another plan, shall be provided with a dental insurance plan.

B. The City shall pay the full cost of the coverage provided in Section 3-A above including the cost of any rate increase during the term of this Agreement.

C. Employees may make an election of dental insurance plans no less than once each year, at a time determined by the City.

D. Eligible Employees and their dependents have the choice of enrollment in one of three dental plans offered by the City. The basic plan is paid in full by the City. If Employees elect the enhanced or premiere plans, they pay one hundred percent (100%) of the difference in premium cost between the basic and the elected plan.

Section 4. Accidental Death & Dismemberment

A. Each active Employee shall have the option to purchase AD&D insurance, in addition to the amount provided by the City, during the term of this Agreement at the Employee's cost up to three hundred thousand dollars (\$300,000) of coverage or ten (10) times the Employee's annual base salary, whichever is less.

B. An active Employee shall be defined under the terms of the insurance contract between the City and the provider. Coverage under the AD&O insurance plan shall be defined by the terms of the insurance contract.

Section 5. Vision Care

A. Each Employee and their family, unless covered by an equivalent plan, shall be provided with vision care benefits.

B. The City shall pay the full cost of this plan during the term of this Agreement.

C. The vision care benefits shall include frame allowance, contact lens allowance and UV protective and scratch resistant coatings. Additional terms covered under annual benefits open enrollment package.

D. Eligible Employees and their dependents have the choice of enrollment in one of three vision plans offered by the City. The basic plan is paid in full by the City. If Employees elect the enhanced or premiere plans, they pay one hundred percent (100%) of the difference in premium cost between the basic and the elected plan.

Section 6. The City shall have the right to change the plan and carrier of the insurance described above. Prior to a change in plans or carriers, the City shall invite the Union to meet and discuss relevant issues, including potential new plans or carriers.

Section 7. Coordination of Benefits

All benefits shall be coordinated and not duplicated. In addition to non-duplication of benefits under this Agreement, an Employee's insurance coverage as set forth in this Agreement shall be coordinated with similar coverage provided to the Employee's spouse, children or other dependents, by an employer or any other source, to that end that covered occurrence shall be indemnified only once to the extent provided in this Agreement, with primary coverage apportioned in accordance with the birthdate rule adopted by the National Association of Insurance Commissioners.

Section 8. Employees who find overcharges in their medical bills that are covered by insurance under this Agreement that are due to calculation errors, billings for service not provided, or erroneous rate for services provided, will receive from the City one-half (½) of the amount the City saves, up to a maximum payment to the Employee of five hundred dollars (\$500). In order to receive payment, the Employee must discover the overcharge and report the overcharge to the Benefits Coordinator before the City discovers the overcharge. Disputes over this provision shall be settled solely by the Benefits Coordinator.

Section 9. Common law spouses (based on common law marriage contracted on or before January 1, 2005) and domestic partners shall be included within the definition of family and shall be eligible for health, dental and vision insurance with the following terms and conditions:

- Any Employee who wishes to add a domestic partner must first register under the City's commitment registry. A twenty-five dollar (\$25) fee is required at the time of the registry via a check or money order payable to the City of Pittsburgh Treasurer.
- A domestic partnership shall be a same-sex or opposite sex partnership meeting the criteria set below.
- Both partners shall be a minimum of eighteen (18) years of age and mentally competent at the time of registration.
- Neither partner shall be married to the domestic partner/common law spouse of another person.
- The partners are not related by blood to a degree that would bar marriage in Pennsylvania.
- The partners acknowledge that they have entered into the relationship voluntarily, willfully, and without reservation intending the relationship to be the functional equivalent to a marriage, includes: living together as a couple, mutual financial support, mutual caring and commitment, mutual fidelity and mutual responsibility for each other's welfare.
- The couple has been together for a minimum of twelve months prior to registration and has not terminated another registration with the City of Pittsburgh less than twelve (12) months prior to the instant registration.

Once the criteria has been established, an affidavit confirming the above must be completed along with providing three (3) documents demonstrating mutual responsibility from the following:

- Joint loan obligation, lease deed, or mortgage agreement.
- Joint utility bills.
- Designation by the declarant of the other party as the primary beneficiary on a life insurance policy or retirement contract.
- Designation as the primary beneficiary in the declarant's will.
- A reciprocal, durable power of attorney for health care (authorizing the partner to make medical decisions in the event of incapacity) as well as financial power of attorney in the event of incapacity.
- A "relationship contract" obligating each of the parties to provide for the other party and providing, in the event of termination of the relationship, for a division of any property jointly acquired during the relationship.
- Joint ownership of a motor vehicle, joint checking account, or joint credit account.
- Mutual legal responsibility for the care of a child.

Section 10. Leaves

Any Employee out on any type of leave is responsible for paying their portion of their insurance benefit contributions. The Employee will be responsible for paying the contribution to the City by the date the contribution would have been deducted from Employee's paycheck. The City will notify the Employee as to the amount of money the Employee is responsible to pay to the City as their portion of the insurance benefit cost. Check or money order should be made payable to the City of Pittsburgh, Treasurer.

**ARTICLE XIII
Seniority**

Section 1. Definition

City seniority means an Employee's length of continuous service with the City since their last date of hire in the Bargaining Unit. Department seniority means an Employee's length of continuous service since their last date of hire in their current Department.

Section 2. Probation Period

A. All new Employees hired shall be considered as probationary Employees for the first three (3) months of their employment. When an Employee completes their probationary period, they shall be entered on the seniority list. The probationary period shall be extended if the Employee is absent from work for any reason for two (2) or more weeks.

B. The Union shall represent probationary Employees for the purpose of collective bargaining in respect to wages/salaries, hours, and other conditions of employment except for discharge and discipline for other than Union activity. Probationary Employees shall have no tenure in their positions during probation.

Section 3. Seniority Lists

On January 1 and July 1 of each year the City shall post on all Union bulletin boards a seniority list showing the continuous bargaining unit service of each Employee. A copy of the seniority list shall be furnished to the local Union when it is posted. The seniority list will show the names, job titles and date of hire of all Employees in the unit entitled to seniority.

Section 4. Breaks in Continuous Services

An Employee's continuous service record shall be broken by:

- a. Quit - provided that if the Employee is rehired within fifteen (15) days, the break in continuous service shall be removed. Absence for five (5) consecutive workdays without notice to the City shall be a quit.
- b. Discharge for just cause.

c. Continuous absence due to a layoff for twenty-four (24) months or due to a non-work-related disability for twelve (12) continuous months or a total of twelve (12) cumulative months in a twenty-four (24) month period or due to a work related disability for eighteen (18) continuous months or eighteen (18) cumulative months in a twenty-four (24) month period. If an Employee is absent from work due to both non work related and work related disabilities, continuous service will be broken after an absence for eighteen (18) continuous months or eighteen (18) cumulative months in any twenty-four (24) month period.

1. An Employee who is absent due to physical disability shall have a right to return to work within one (1) year provided that the Employee is not laid off during that period or the City, based on medical evidence, does not reasonably believe that the Employee's disability will last for more than one (1) year.

2. The time periods in this section shall begin to run in the first day that an Employee is absent, regardless of the fact that the Employee may be compensated for all or part of the absence under any other provision of this agreement.

3. If the Employee is able to return to work within one (1) year of his or her last day of work, then the City shall return him or her to the same position that he or she left.

4. If an Employee with a work-related disability or in a transitional duty position is unable to return to work within one (1) year of his or her last day of work, but is able to return to work within eighteen (18) months of his or her last day of work then the Employee shall have the right to bid upon any opening for which the Employee is qualified. The time off due to disability will count toward the Employee's seniority.

5. If an Employee is disabled after January 1, 1995, then the City shall pay its share of premium for health, vision, dental and life insurance otherwise due to the Employee under this agreement for twelve (12) months If the disability *is* not work-related or eighteen (18) months if the disability is work related.

However, if an Employee returns to work in any capacity within one (1) year the break in continuous service shall be removed from their record but the Employee shall not be entitled to any credit for the time represented by the break in service.

d. Assignment to a transitional duty position for eighteen (18) months. The bargaining unit member may be offered the transitional duty position, as a permanent position, at the discretion of the City.

Section 5. Shift Preference

Shift preference will be granted where applicable on the basis of City seniority within the same classification where a vacancy exists.

Section 6. Ties

When in the exercise of seniority rights provided in this Agreement, two (2) or more Employees are deemed relatively equal in skill and ability and have the same seniority date, preferential rights shall be determined by lot. Such drawing shall be made on the Employees' first day at work and witnessed by a grievance representative.

Section 7. **Acting As Foreman/Supervisor**

An Employee who acts as a Foreman for more than six (6) months out of a calendar year due to a Foreman's disability shall cease to accrue bargaining unit seniority after acting for six (6) months. An Employee who acts as a Foreman for three (3) months out a calendar year for any reason other than a Foreman's disability shall cease to accrue bargaining unit seniority after acting for three (3) months. No Employee shall act as a foreman for more than six (6) months out of a calendar year without ceasing to accrue bargaining unit seniority. An Employee who acts as a Supervisor for more than one (1) year to fill a vacant Supervisor's position shall cease to accrue bargaining unit seniority after acting as a Supervisor for one (1) year. Employees who cease to accrue seniority under this provision will begin to accrue seniority again upon return to a bargaining unit position. In no event will acting as a Foreman or Supervisor constitute a break in service under Section 4 above.

ARTICLE XIV
Work Force Changes

Section 1.

A. The parties to this Agreement agree that job security in the event of promotions, layoffs, and recalls after layoff, should increase in proportion to length of continuous service, and that in the administration of this Article the intent will be that full consideration shall be given to continuous service in such cases. In recognition, however, of the responsibility of the City for efficient operations it is understood and agreed that in all cases of promotion, layoffs, or recalls after layoffs, the following factors as listed below shall be considered; however, only where factor 2 is relatively equal between Employees shall factor 1 be the determining factor:

- 1) Length of continuous service.
- 2) Ability to perform the work as measured by qualifications and performance history.

B. 1. When permanent vacancies occur or new positions are created in classifications other than those which require examination by the Civil Service Commission, a notice of application and/or a notice of bid, shall be posted by the City for five (5) workdays and Employees on layoff shall be notified. Such posting shall state the job classification, location, rate of pay, and the nature of the job requirements in order to qualify. If an Employee is interested in being considered for the position including Employees on layoff, they must file a written application or a bid as stated on the layoff, posting with the Civil Service Commission within ten (10) workdays of the date of the posting.

2. The Civil Service Commission shall give examinations for the classifications including Administrative Assistant, Administrative Specialist, and Administrative Coordinator in accordance with the Civil Service Commission's rules and regulations, subject to amendment of the

rules and regulations by the Civil Service Commission. Employees who are not full-time permanent incumbents in the classification and who wish to be on eligibility lists in the classification for purposes of promotion must apply to the Civil Service Commission to take the examinations. The scores of Employees whose name appears on any eligibility lists for the above classifications shall remain in effect for two (2) years for all purposes

C. 1. Contractual Right Positions Filled by Examination: Vacancies that are to be filled in new or existing positions as determined by the City that are filled by examination shall be awarded to the qualified Employee in accordance with the provisions of Section I (A) in the following order:

- a. those bidding the vacancy as a lateral transfer from within the Department;
- b. the four (4) Employees having the longest continuous Department service, in order of seniority, bidding from within the Department in which the vacancy occurs, provided that respective Employees' scores are within ten (10) points of the highest bargaining unit Employee's score on the eligible list;
- c. those bidding the vacancy as a transfer to a reduced rate of pay from within the Department;
- d. those bidding the vacancy as a lateral transfer from another Department;
- e. the qualified Employee having the longest continuous Department service bidding from another Department, provided that the Employee is within ten (10) points of the highest bargaining unit Employee's score on the eligible list.
- f. those bidding the vacancy as a transfer to a reduced rate of pay from another Department;

2. a. Contractual Right Positions Filled Without Examination: When a vacancy is to be filled without examination and it is determined by the City that the skill and ability of the qualified Employees bidding are relatively equal, the vacancy shall be awarded to the qualified Employee within the Department having the longest continuous Department service. If no qualified Employee bids from within the Department, the vacancy shall be awarded to the qualified Employee bidding from another Department having the longest continuous bargaining unit seniority.

b. First Look Positions: When a professional vacancy requiring highly specialized skills, training, expertise or experience, is to be filled, as determined by the City, the City will look first to and accept applications from its own Employees, but shall not be limited to such Employees in filling such vacancy. Positions in job classifications marked "P" shall be professional positions for the purpose of this provision.

3. It is agreed that only promotional vacancies above entry level will be filled in accordance with these procedures; however, the City will look first to and accept applications from its

own Employees, but shall not be limited to such Employees in filling such vacancies. Positions in job classifications marked "E" shall be entry level positions.

4. A qualified Employee shall be one that meets the minimum requirements of the job classification as determined by the Civil Service Commission.

5. The City shall notify the successful bidding Employee of his or her selection to the open position in writing. The Employee so selected must accept the position in writing within five (5) workdays of the City's notice to him or her. The five (5) workday limit shall begin to run on the first workday following the Employee's receipt of the City's written notice. The City's written notice shall include the following: the position that is being awarded, a space in which the Employee can acknowledge the date of the receipt of the notice, a space in which the Employee can indicate his or her acceptance or non-acceptance of the position, and a space in which the City can acknowledge the date of its receipt of the Employee's written acceptance or non-acceptance of the position. The Employee's failure to accept the position in writing within the five (5) workdays shall constitute a rejection of the offer. In this situation the position shall then be awarded to the next most senior qualified bidder under subsection C. Residency shall be verified prior to initial appointment.

D. Any Employee selected in accordance with the procedure set forth above shall undergo a trial period of up to ninety (90) days. If it is found by the City that such Employee does not meet the requirements or responsibilities, or satisfactorily perform the duties of the position to which they have been appointed during the trial period, then such Employee shall be restored to their former position. The trial period shall be extended if the Employee is absent from work for any reason for two (2) weeks or more.

E. Because jobs in the Bureau of Police are security sensitive, Employees attempting to transfer money outside the Bureau of Police into a bargaining unit job in that Bureau may be required to satisfactorily complete and additional screening as required by the Bureau, including a background check and negative drug and alcohol test immediately prior to the Employee being declared the successful bidder on the job in the Bureau of Police. An Employee who fails the test will not be terminated due to the positive drug test but will be disqualified from that bid and must complete the rehabilitation program determined by the Employee Assistance Program.

F. Transfers

1. Employees shall be eligible to bid on posted vacancies, new positions and on transfers from one work location to another or from one department to another under Article XIV, Section 1-C above.

2. Except as provided in Section 1(B)(2) above, for clerical examination scores, an Employee's score shall remain in effect for that position for purposes of promotion for two (2) years from date of examination, provided however, the Employee qualifies. No test score will be required for lateral transfers.

If the Civil Service Commission re-posts an announcement for a position with an existing eligibility list for which the Commission gives no written or performance examination and adds the names of new eligible persons to the list, then the period of

eligibility for all persons on the list, including those whose names are added to the list, shall be two (2) years from the date on which the original list is first posted or one (1) year from the date on which the names of the new eligible persons are added to the list, whichever is longer. This section will not apply to cases of continuous recruitment.

3. An Employee shall only be eligible for a lateral transfer once they have completed at least six (6) months in their current position.

4. Employees transferred or promoted from one department to another shall be placed at the bottom of the seniority list in their new department for purposes of transfer and promotion within that Department only.

G. The Union shall be notified by the City in writing upon any job being posted.

H. Involuntary Transfers

If the City transfers a position between or within departments, then the Employee presently performing the particular functions and duties of the position so transferred shall be transferred along with the position. If, in the City's sole discretion, the Employee to be transferred demonstrates that the transfer will cause a hardship, the City will consider volunteers for the transfer. If more than one volunteer is available, the transfer will be granted to the most senior volunteer. The Employee who is involuntarily transferred shall carry their seniority from the first department they leave to the department to which they transfer.

Section 2.

A. Temporary job openings are defined as job vacancies that may periodically develop for more than ninety (90) consecutive calendar days because of illness, vacation, leave of absence or for any other reason which the City chooses to fill. Job openings that recur on a regular basis shall not be considered temporary job openings.

B. Temporary job openings shall be filled after ninety (90) consecutive calendar days in terms of an acting promotion for a period of not more than six (6) months based upon seniority and qualifications.

Section 3.

A. 1. All reductions in force shall be made within job classifications within the Department by laying off Employees in the inverse order of their last date of hire in the bargaining unit.

2. Any recall from layoff shall take place in the inverse order that the Employees were laid off.

3. No new Employee shall be hired until all laid off Employees have been recalled and such notice of recall shall be by certified mail to the Employee's last known address.

4. If any Employee fails to report for work within ten (10) days from the date of receipt of

notice of recall they shall be considered a quit.

B. The City shall forward a list of those Employees being laid off to the Union when such Employees are notified by the City.

C. Employees to be laid off will have fifteen (15) calendar days' notice of layoff unless such layoffs are due to emergency reasons.

D. Employees displaced for reason of efficiency or for any other reason, shall be permitted to exercise their seniority rights to transfer to any other vacant equal or lower bargaining unit position for which they are qualified that is to be filled by the City in accordance with the provisions of Section 1(A). Employees transferred in accordance with the above to a lower position only shall retain all recall rights.

Section 4.

A. The City has the right to assign or appoint persons who are disabled from performing their own jobs with the City but who are not bargaining unit members to AFSCME positions notwithstanding any other provision of this Agreement. In accordance with the Americans with Disabilities Act, disabled non-bargaining unit members who receive a bargaining unit position must be able to perform the essential functions of that position with or without reasonable accommodations.

B. The City has the right to assign or appoint persons who are disabled from performing their own jobs with the City but who are not bargaining unit members to other bargaining unit positions after bargaining unit members have an opportunity to exercise their rights of transferring or promoting to the positions.

C. Bargaining unit members who are disabled from performing their own duties shall have preference to bargaining unit positions for which they are qualified over disabled non-bargaining unit Employees. Bargaining unit members who are laid off shall have preference to bargaining unit positions for which they are qualified over disabled non-bargaining unit Employees.

D. The City shall require disabled non-bargaining unit members who receive a bargaining unit position to perform the duties of the position to the full extent of their physical abilities.

E. Non-Bargaining unit members shall hold bargaining unit positions only until they are no longer disabled or are no longer a financial liability to the City; provided, however, if at such time there is no position to which they can return and the City determines to keep them in bargaining unit positions, then they shall be considered to be bargaining unit members to the extent possible.

F. Bargaining unit members who are assigned to non-bargaining unit positions or duties shall receive the pay rate of the bargaining unit position or of the non-bargaining unit position, whichever is higher, and bargaining unit benefits until they break service under this Agreement except for bargaining unit members assigned to transitional duty who shall be paid in accordance with Article X, Section IA(5).

G. Under no circumstances shall these provisions be construed as requiring that the City

provide a modified or light duty position to any Employee.

ARTICLE XV Grievance Procedure

Section 1. The purpose of this section is: (1) to provide the opportunity to discuss complaints and resolve disputes; and, (2) to establish the procedures for the processing and settlement of a grievance. A “grievance” as used in this Agreement is any complaint or dispute by an Employee or the Union which involves the interpretation, application of, or compliance with the provisions of this Agreement. Grievances must be initiated and processed promptly and the time limits observed, provided however, that any time limit provided in the grievance procedure may be changed by mutual agreement of the parties.

Section 2.

Step I: Any Employee who believes they have a justifiable grievance shall discuss it within ten (10) work days of their knowledge of the occurrence giving rise to the grievance with their immediate supervisor, with or without the assistance of a grievance representative as the Employee may elect, in an attempt to reach settlement.

Step II: If a grievance has not been satisfactorily resolved in Step I it can be presented in writing to the Director of the Department in which the Employee works, or their designated representative, on a standard grievance form after the conclusion of the discussion with the Employee’s immediate supervisor, but not later than ten (10) workdays after the initiation of such discussion. The written grievance must be dated and signed by the affected Employee or Employees, (subject to the provisions of Section 5) and should include the information and facts giving rise to the grievance. A grievance in Step II shall be discussed in an attempt to reach a settlement at a mutually convenient time between the Employee, their grievance representative and/or Union representative and the designated representative of the City, and answered within ten (10) work days from the date of the Step II meeting. The City’s decision and the date thereof shall be recorded on the grievance form, and a copy given to the aggrieved Employee and their Union representative. If the City’s decision is not appealed, the grievance shall be considered settled on the basis of the decision last made.

Step III: A grievance shall be appealed by the Union within ten (10) workdays of the Step II answer for consideration by the Union’s representative and a representative designated by the Mayor’s Office. The Union’s representative and the City’s representative shall discuss said grievance following receipt of the written appeal at a regular meeting to be scheduled for such purpose. The Union may request that Department Supervisors attend and participate in Step III meetings. Grievances discussed in such regular meetings shall be answered by the City within ten (10) workdays after the date of such meeting.

Section 3. Minutes of the Step III meeting shall be prepared by the City and jointly signed by the City’s representative and the representative of the Union, if the Union’s representative agrees with the accuracy of the minutes. If the Union’s representative disagrees with the accuracy of the minutes as prepared by the City, the representative shall meet with the City within ten (10) workdays to attempt to resolve such disagreement.

Minutes shall conform to the following:

- 1) Date of meeting, names attending; and identifying number of grievance.
- 2) Background of information and facts.
- 3) Position of the Union and reasons therefore.
- 4) City's position; and reasons therefor.
- 5) Attachment of any written statements taken by management while investigating the grievance.
- 6) The City's decision.

Neither party shall be limited to the above in any subsequent Arbitration case.

Section 4. If the City's decision in Step III is not appealed to arbitration within twenty (20) workdays, the grievance shall be considered settled on the basis of such decision.

Section 5. If an Employee's complaint or dispute is a proper subject for both the Civil Service appeal procedure and the contractual grievance procedure then the Employee may process their complaint or dispute through either the Civil Service appeal procedure or the contractual grievance procedure, but not both. If an appeal is filed under the Civil Service appeal procedure, the Employee shall not be entitled to institute proceedings under the contract grievance procedure, all rights to do so being waived by the Employee's exercise of the option to use the Civil Service procedure. The Employee shall be deemed to have filed a Civil Service appeal when they ask, in writing, the Civil Service Commission to hear the Employee's complaint or dispute.

If a grievance is filed under the procedure contained in this Agreement, the Employee shall not be entitled to institute Civil Service proceedings, all rights to do so being waived by the Employee's exercise of the option to use the grievance procedure. A grievance is deemed to be filed when the Employee first submits it in writing on a standard grievance form.

Section 6. Multiple Grievances

In order to avoid the necessity of filing numerous grievances on the same subject or event, or concerning the same alleged contract violation occurring on different occasions, a single grievance may be processed and the facts of alleged additional violations including the dates thereof may be presented in writing directly in Step II. Such additional claims shall be filed promptly and be signed by each additional arbitration procedure, the parties resolving such grievance shall review each pending claim in the light of the decision in an effort to dispose of them. If any such claim is not settled, it shall thereafter be considered as a separate grievance and processed in accordance with the applicable procedure and the application time limitations.

Section 7. The Union shall certify to the City in writing the names of twenty (20) authorized

grievance representatives and twenty (20) alternates. Union officers shall also be designated in writing to the City. Any changes in Union representation shall be recognized by the City only after the changes are certified to the City in writing by the Union.

Section 8. Authorized grievance representatives will be allowed time off without pay to attend monthly grievance meetings and to visit other work sites for the purpose of transacting grievance business after notice to the supervisor at the work site to be visited and permission from the grievance representative's supervisor. The Union's Step III representative shall have access to City facilities at reasonable times to investigate the grievance with which he is concerned. However, if the City schedules a grievance meeting or arbitration during a steward's working hours, then the steward will receive pay for the time of the meeting or arbitration. No more than one steward will attend any grievance meeting or arbitration with pay.

Section 9. When the City believes that it has just cause to discharge an Employee, the City will send the Employee a written notice which:

- a. Suspends the Employee for five (5) workdays pending discharge;
- b. States the reason(s) for the suspension pending discharge;
- c. Informs the Employee of the Employee's right to reply to the notice by the end of the (5) workday suspension; and
- d. Informs the Employee that the Employee will be discharged if he does not reply or the reply is not satisfactory.

The City will send a copy of the notice to the Union. If the Employee does not respond by the end of the five (5) day suspension or the response is not satisfactory, then the City will send the Employee a written notice which:

- a. States that the City suspended the Employee pending discharge;
- b. States that the City gave the Employee opportunity to reply;
- c. States that the Employee did not reply or the reply was unsatisfactory;
- d. Specifically states that the Employee is discharged;
- e. Informs the Employee of the Employee's right to grieve or to appeal;
- f. Informs the Employee of the Employee's duty to elect between the Civil Service and contractual remedies;
- g. Informs the Employee of the time limits on grievances or appeals.

The City will send a copy of the notice to the Union.

The City will deliver the notice either by hand to the Employee or by certified mail to the last address that the Employee has given to the City. If the notice sent by certified mail to the Employee at the last address given to the City is returned undelivered by the Post Office, then the City will post the notice at the work site where the Employee was last permanently assigned and on Department of Human Resources and Civil Service bulletin boards in the City-County Building for ten (10) calendar days. Time limits for grievances over either a five (5) day suspension or a discharge shall begin to run from the day the Employee receives the second notice or the last day on which the City posts the second notice.

Section 10. An appeal or grievance from the Civil Service Commission's determination that an Employee is not eligible for a non-competitive position for which the Commission gives no written or performance examination shall be granted if the Employee proves all of the following:

1. the Employee's name was on the immediately prior eligibility list for the same position;
2. the Civil Service Commission has not changed the requirements for the position from those listed on the immediately prior Announcement under which the Employee was determined to be eligible;
3. the Employee's present application or application upon which the immediately prior determination of eligibility was made, or both, demonstrate(s) that the Employee meets the posted requirements;
4. the Employee in fact meets the posted requirements for eligibility at the time of the present application and appeal or grievance.

ARTICLE XVI

Arbitration

Section 1. Any grievance that has been processed in accordance with the provisions of the preceding Article of this Agreement, but not satisfactorily settled shall be submitted to arbitration before an impartial arbitrator to be selected by mutual agreement of the Union and City. If, within twenty (20) workdays (or longer period if mutually agreed upon) after receipt of such written request, the parties are unable to agree upon an arbitrator, the Pennsylvania Bureau of Mediation shall be requested to submit the names of nine (9) disinterested persons, from its Western Region, qualified and willing to act as impartial arbitrators, each of whom shall be a member of the National Academy of Arbitrators. From such list the parties shall each alternately strike one name until eight (8) names have been eliminated and the person whose name remains on the list shall be selected to act as the impartial arbitrator. A coin shall be flipped to determine who should strike first. The arbitrator shall submit their decision, in writing, and the decision of the arbitrator so rendered shall be final and binding upon the Employee involved and upon the parties to this Agreement except where legislative action is required to implement the Arbitrator's award. Where a dispute relates to the scale of wages or benefits in any way, any decision rendered shall not be retroactive more than thirty (30) days beyond the date on which the dispute was first presented as a grievance in writing. The fees and expenses of the Arbitrator shall be borne in equal share by the City and the Union. The arbitrator shall not have the right to add to, subtract from, modify, or disregard any of the terms or provisions of this Agreement.

If the City takes no disciplinary action against an Employee for two (2) years, then no disciplinary action which occurred before the two (2) year period will be used against the Employee in future disciplinary action and the discipline record will be removed from the personnel file. It shall be the sole responsibility of the Employee to notify the City of the removal of the disciplinary record.

Section 2. If the arbitrator sustains a grievance, then the grievant shall be paid at the grievant's regular rate of pay for the time spent at the arbitration hearing.

ARTICLE XVII Retirement

Section 1. Pensions

The pensions for Employees who wish to retire during the term of this Agreement shall be as set forth in Act 187 of 1975; in addition, once an Employee has completed at least eight (8) years of actual service they will be allowed to purchase pension credit for up to three (3) years of military service time, whether or not such military service interrupted his or her employment with the City.

Employees hired on or before December 31, 2004, shall be entitled to pension benefits without a social security offset, insofar as the Employee applied for that benefit during the open enrollment period. Employees hired January 1, 2005 or thereafter shall receive those benefits established within Act 187 of 1975.

In the event that the City's Municipal Pension Fund achieves funding of at least seventy-five percent (75%), the parties will reopen this provision to bargain over the Social Security offset.

Section 2. Sick Leave Accumulation

Each Employee shall receive upon retirement pursuant to the City of Pittsburgh pension plan in effect January 1, 1976, including disability retirement, a lump sum payment equal to the number of accumulated sick days up to and including one hundred twelve (112) days. The lump sum payment shall be equal to one hundred percent (100%) the number of accumulated sick leave days times eight (8) times the standard hourly wage rate of the permanent position held by the Employee on the date of retirement, provided however, that any Employee who takes an early retirement or purchases credit for military service time under Section 1 above, shall be entitled only to that fraction of their accumulation in which actual years of service for pension purposes is the numerator and twenty (20) is the denominator. For example: an Employee who retires with a pension after eight (8) years of service and who had accumulated one hundred (100) sick leave days as of the date of retirement would be entitled to 8/20ths of one hundred (100) or forty (40) times the standard hourly wage rate times eight (8).

ARTICLE XVIII General Provisions

Section 1. Pledge Against Discrimination and Coercion

A. The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination as to age, sex, marital status, pregnancy status or the pregnancy status of an Employee's partner, race, color, creed, ancestry, national origin, place of birth, sexual orientation, gender identity or expression, familial status, disability, political affiliation, or Union affiliation. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

B. All references to Employees in this Agreement encompass the spectrum of sex, gender identity and gender expression, and all singular gendered pronouns will be indicated as "they," "them" or "theirs."

C. The Union recognizes its responsibility as bargaining agent and agrees to represent all Employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Section 2. The City, its officers, and representatives at all levels, is bound to observe the provisions of this Agreement. The Union, its officers, and representatives at all levels, is bound to observe the provisions of this Agreement. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

A. Neither the Union nor the City shall intimidate or coerce Employees into joining the Union or continuing their membership therein.

B. There shall be no discrimination, restraint, or coercion against any Employee because of membership in the Union.

C. During the term of this Agreement, there shall be no lockouts.

D. There shall be no Union activity on City time, except as provided in the Grievance Procedure.

E. During the term of this Agreement there shall be no strikes, work stoppages, or interruption or impeding of work. No officer or representative of the Union shall authorize, instigate, aid, or condone any such activities. The Union shall not be responsible for any violations of these provisions which it has not authorized, instigated, or condoned through its officers or representatives at all levels.

F. The applicable procedures of the Agreement shall be followed for the settlement of all grievances.

Section 3. Safety

The City agrees to enforce precautionary measures to protect the safety and general well-being of the Employees so that the hazards of work shall be minimized. The City recognizes its obligation to comply with applicable safety laws mandated by the State and Federal governments.

In the event the Mayor issues a Declaration of Disaster Emergency, pursuant to the provisions of Section 7501 of the Pennsylvania Emergency Management Services Code, (35 PA C.S.), as amended, and City Ordinance 6 of 2006, or in the event of a pandemic or similar emergency as declared by the

Director, Allegheny County Health Department, Employees will comply with all directives and policies deemed necessary by the City to alleviate the emergency.

Section 4. Labor-Management Committee

The City of Pittsburgh and AFSCME shall establish a labor-management committee and negotiate and implement functional operating guidelines and procedures to enable the labor-management committee to function as an effective forum for discussion and resolution of workplace issues other than grievances.

Conferences may be held between the representatives of the City and at least three (3) representatives of the Union on important matters, which may include the discussion of procedures for avoiding future grievances and other methods of improving the relationship between the parties upon request of either party. Arrangements for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. An appropriate Employee who attends a Labor-Management Committee meeting shall be paid for any regularly scheduled work hours he or she spends in a labor-management committee meeting as a result of the City's refusal to meet after 4:45 P.M.

Section 5. The City will supply forms to the Employees upon which the Employees shall report any change in address or telephone number to the City. Copies of the form will be sent to the Employees' departments, the Department of Human Resources and Civil Service, and the Union. The City will disclose an Employee's telephone number only to City Employees and only for City business related matters.

Section 6. During the term of this Agreement each Employee shall be provided with Workers' Compensation for any work-related disability as provided in the Pennsylvania Workers' Compensation Act of June 2, 1915, P.L. §736, as amended.

Employees shall treat with panel physicians for the first 90 days following their date of injury. Any Employee needing treatment beyond 90 days may seek additional treatment with a physician of their choice. However, Employees who discontinue care with a City physician for a work-related disability after 90 days shall not be entitled to any contractual benefits beyond the statutory minimums established by worker's compensation statute. Thus, Employees who discontinue treatment with City physicians shall not receive supplemental wage replacement payments, healthcare benefits, or any other benefit provided by this collective bargaining agreement notwithstanding any contractual provisions otherwise.

Employees may be required to undergo drug and alcohol testing following reportable on-the-job accidents or injuries.

Section 7. The parties recognize their duties and obligations under the Americans with Disabilities Act (ADA) including the need to reasonably accommodate individuals with disabilities.

In order to accommodate the needs of individuals with disabilities, it may be necessary for the parties to agree to certain modifications of the provisions of this Agreement. The parties agree to meet

and discuss the needs for such modification under specific situations. The Union reserves the right to grieve under Article XV, Grievance Procedure.

Section 8. Broadcasting

The City has the discretion to broadcast content produced by third parties on its City Channel as long as the content does not unreasonably displace content produced by City Employees or cause a decrease in available work hours for City Employees.

**ARTICLE XIX
Management**

The City shall have the right to manage and to direct the working forces. Unless otherwise limited within this collective bargaining agreement the City's management rights shall include, but not be limited to, the right to promulgate and enforce work rules, policies and procedures; select, hire, promote, transfer, assign, determine the duties of, evaluate, layoff, recall, reprimand, suspend, discharge and otherwise discipline Employees; establish, eliminate and redefine positions in accordance with the City's needs; determine the qualifications and establish performance standards for jobs and assignments; determine the methods, processes and means of performance, where and when work shall be performed, and the equipment to be used; determine the composition of the work force; create, abolish and change jobs and job duties; determine an Employees' hours and days of work, work schedules, shifts and reporting stations; determine whether to assign overtime and the amount required; require Employees to work overtime; determine when a job vacancy exists, and select the best qualified candidate to fill it; take necessary actions in emergency situations; extend, curtail or change City operations and otherwise manage the City, its operations and its Employees in its discretion. It is the intent of the parties that any rights, privileges, or obligations which are not specifically granted to the Union and the Employees by this Agreement or by law are retained by the City. It is understood, however, that the City shall not discipline or discharge an Employee except for just cause. No demotion shall be made for disciplinary reasons. The City shall give the Union at least thirty (30) days written notice prior to the elimination of any existing job from the budget or the creation of any new job in the budget. The City further agrees to provide the Union with a copy of the Mayor's proposed operating budget and Identify In writing bargaining unit positions to be allotted or eliminated by job title and operating department.

Employees shall be treated in a respectful manner which does not embarrass them or demean their dignity. Grievances filed alleging a violation of this provision may only be appealed to the third step and shall not be arbitrable.

**ARTICLE XX
Severability**

Section 1. It is not the intent of either party to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement. The parties hereto agree that in the event any provision of this Agreement is held to be unlawful or void by any tribunal having the right to so hold, the remainder of this Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portions of this

Agreement. The parties, however, shall, at the request of either, attempt to negotiate on the subject matter involved in any invalid provision(s).

Section 2. Where any Employee covered by this Agreement, as the City and Union may determine, is employed as the result of the receipt of funds under any Federal, State, or other non-City program, the laws, rules and regulations of such program will apply, the provisions of this Agreement to the contrary notwithstanding.

ARTICLE XXI Political Deduction

A. The Employer agrees to deduct from the wages of any Employee who is a member of the Union a PAL deduction as provided for in a written authorization. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Treasurer of the PAL Committee, AFSCME, AFL-CIO, 4031 Executive Park Drive, Harrisburg, PA 17111, together with an itemized statement showing the name of each Employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

B. The parties hereby agree that the Union's obligation to bear the administrative costs of the aforementioned voluntary political check-off program has been met and incorporated into the total economic settlement package negotiated in the Agreement.

C. The Union shall indemnify the City and hold the City harmless against any and all claims, demands, damages, actions, causes of action, suits, proceedings or liability of any kind or nature that arise out of the City's actions or failures to act for the purposes of complying with the provisions of this Article, including actions or failures to act which are held to be negligent under the circumstances.

ARTICLE XXII Part-Time Employees

A. The rights of part time Employees shall be determined solely by this Article, and no other Article of this Agreement shall grant rights to part time Employees unless expressly applied under this Article. This Article shall replace the letter of agreement between the parties dated March 12, 1985, insofar as that letter refers to part-time Employees.

B. The Union shall represent part-time Employees pursuant to Article I of this Agreement.

C. Part-time Employees shall have the right to join or resign from the Union and to make or stop dues payments by payroll deduction, pursuant to Article II of this Agreement.

D. Part-time Employees shall receive the hourly rate of the step and grade of the classification in which they work divided by two thousand and eighty (2,080) hours.

E. Part-time Employees shall receive overtime pay or compensatory time off, at the option of the City, in accordance with the Fair Labor Standards Act.

F. Part-time Employees shall work one thousand and five hundred (1,500) hours or less per year.

G. Part-time Employees shall work no more than fifty (50) weeks of any calendar year.

H. Part-time Employees shall have the right to purchase medical insurance by paying the monthly premiums charged to the City by the carrier.

I. Part-time Employees shall have the right to apply under any Announcement or Announcement/Bid open only to City Employees.

J. Part-time Employees who have been determined to be eligible by the Civil Service Commission shall have the right to bid upon full-time positions pursuant to Article XIV, Section 1(B), (C), (D) and (E). Part-time employment shall count as service in determining continuous service for no purpose other than bidding. A part-time Employee's continuous service shall be calculated from the last date of hire at three-quarters (75%) of the rate of full-time employment. A part-time Employee who successfully bids upon a full-time position shall not carry the part time continuous service into the full-time position for any purpose other than bidding.

K. The City shall not post part-time positions for bid but shall hire individuals who have been determined qualified for such positions by the Civil Service Commission either by passing the appropriate examination or, in the case of individuals disabled from their own positions in the City, after a review of their qualifications and experience.

L. Any quit, termination, layoff, or absence from work for any reason for more than ten (10) consecutive workdays shall break continuous service for part-time Employees.

M. Following a probationary period of six (6) months, part-time Employees shall not be terminated except for just cause.

N. Part-time Employees may file grievances over violations of this article only. Grievance shall be processed in accordance with Article XV and Article XVI of this Agreement.

O. Work schedules for part-time Employees who work in a five (5) day operation shall fall within the typical work week schedule of the operation. Work schedules for part-time Employees who work in a seven (7) day operation shall fall within the seven (7) days. The City shall post part-time Employee's work schedules by the end of the part-time Employee's last scheduled workday in the preceding work week. Once a part-time Employee's work schedule is posted for a work week, the posted work schedule for that work week shall not change in order to deprive a full-time Employee of the opportunity to work overtime. The posted work schedule for a work week may change during the work week if the change does not deprive a full-time Employee of the opportunity to work overtime, or if full-time Employees decline the opportunity to work overtime.

P. Part-time Employees shall work on holidays only if full-time Employees decline the opportunity to work on holidays.

Q. In December of each calendar year, part-time Employees shall select five (5) holidays (as referenced in Article IV), for which they will receive Holiday pay. Compensation for these holidays shall be governed by Article IV.

R. The City shall pay an hourly premium to part-time Employees for all hours worked on shifts beginning between 12 Noon and 11:00 PM at the rate of eighty-five cents (\$0.85). Part-time Employees working any hours on shifts beginning between 11:00 PM and 6:00 AM shall be paid an hourly premium of one dollar (\$1) for each hour worked.

ARTICLE XXIII Scope of Agreement

This Agreement sets forth all covenants, stipulations, and provisions agreed upon by the parties hereto, and no agent or representative of either party has authority to make and none of the parties shall be bound by or be liable for any statement, representation, promise, inducement or agreement not set forth herein. This Agreement spells out the total agreement in its entirety between the parties, including wages, salaries, pensions and all fringe benefits, and there shall be no other additions or changes during the term of the contract, except as mutually agreed to by the Mayor and the Union. The City and the Union recognize that certain benefits exist which may not be recognized by this Agreement; if the Union alleges that the City has made a change so as to decrease such a benefit, the City and Union will meet in order to attempt to resolve the impact of such a change, Article XIX Management notwithstanding.

The parties are aware of the Pennsylvania labor Relations Board's revised policy concerning "zipper clauses" *Venango County Board of Assistance*, 11 PPER 11223 (1980), *aff'd* 14 PPER 14122 (1983) and state unequivocally that the language of this article is intended to evidence an unmistakable intent to relinquish the right to bargain over any mandatory subject of bargaining, whether or not that subject is specifically dealt with in this agreement, during the term of this Agreement, notwithstanding the holdings of the PLRB and the Commonwealth Court in Venango County.

ARTICLE XXIV Tuition and Lab Fee Reimbursement

Section 1. All regular, full time Employees who have completed one (1) year of employment and who at the time the course begins are not on, and who, after starting, are not precluded from completing the course because of being on probation, workers' compensation, short term disability leave, long term disability leave, sick leave, parental care leave, or other paid or unpaid leave of absence are eligible for reimbursement of tuition and lab fees as set forth below.

Section 2. The Employee must be enrolled in a course at an accredited college, university, technical or trade school or a certified apprenticeship program. The course must be credited toward a degree, certificate, or license, but the Employee need not take the course on a credit basis. The course, or degree, certificate, or license for which the course is necessary, must be job related. "Job Related" means that the course, degree, certificate or license will improve the Employee's knowledge or skills to perform present job duties or enable the Employee to meet minimum requirements, as established by the Civil Service Commission, for promotion into another position within the bargaining unit.

Section 3. An eligible Employee must receive approval from the Director of the Department of Human Resources and Civil Service prior to the first day of the course for which reimbursement is sought. Pre-approval shall be requested at least ten (10) workdays prior to the first day of the course on a form issued by the City, accompanied by the documents required by the City. The City may revoke pre-approval at any time prior to the Employee's payment of tuition or lab fees becoming irrevocable.

Section 4. Eligible Employees who receive pre-approval will receive reimbursement for fifty (50%) percent of tuition and lab fees after deduction of any applicable award, grant, or scholarship. Reimbursement will be made to the Employees upon successful completion of a pre-approved job-related course and submission of a request for reimbursement on a form supplied by the City.

Successful completion is defined as the achievement of a "C" grade or better for all courses below the graduate level and achievement of a "B" grade or better for all graduate level course work as certified by the college, university, trade or technical school or apprenticeship program.

Section 5. Each year the City may set aside a specific amount of money for each Department which shall be used for tuition and lab fee reimbursement. The amount the City allots for this purpose shall be determined solely by the City. This money shall be used to cover tuition and lab fee expenses incurred by any Department Employees, regardless of bargaining unit status. Once the amounts of pre-approved requests equal the allotted funds in any given year, no further approval shall be given to Employees to enroll in courses during that year. Pre-approval for courses which carry over or begin in the fiscal year following pre-approval are contingent upon the City appropriating sufficient funds to cover the tuition and lab fee.

If the funds allotted for any given year are insufficient to pay for all requests for reimbursement, then the City alone shall determine which requests to approve.

Section 6. Employees shall present grievances over the City's determination that a course is not job related directly to Step III. The grievance shall be filed within five (5) days of the City's notifying the Employee of the determination. The parties shall meet at Step III within five (5) days of the filing of the grievance and the City shall respond in writing within three (3) days of the meeting. If the City does not respond within three (3) days or if the City denies the grievance, then the Union shall have the right to request expedited grievance mediation. The Union's request must be in writing and delivered to the City within three (3) days of the City's response or failure to respond.


The parties shall make reasonable efforts to schedule the grievance mediation within ten (10) days of the Union's request and shall request that the mediator render the award within ten (10) days of the hearing, although any opinion supporting the award may be issued at a later time.


If funding is sufficient to pay for all requests for tuition and lab fee reimbursement made by the time the grievance is filed, then even if requests for reimbursement made after the grievance is filed exceed the allotted funding, that shall not enable the City to deny a successful grievant's request for reimbursement.

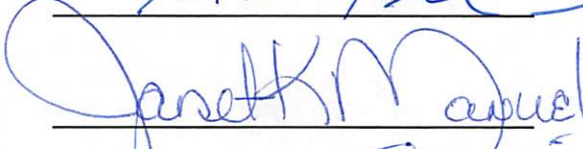
ARTICLE XXV
Termination and Modification

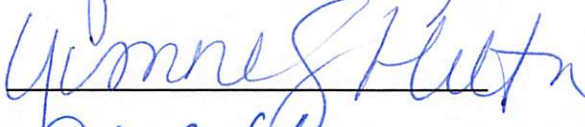
This Agreement shall be effective as of January 1, 2020 and shall remain in full force and effect until December 31, 2025, and from year to year thereafter unless either party shall notify the other in writing on or before June 1 of 2025 or June 1 of any succeeding year that it desires to modify the Agreement.


For the City of Pittsburgh

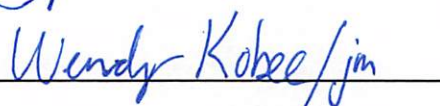




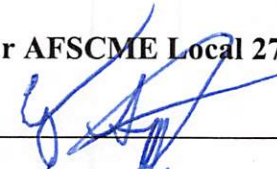


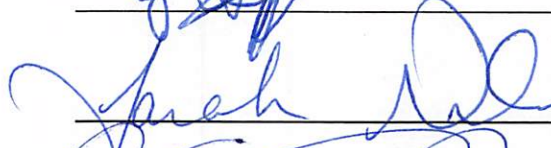


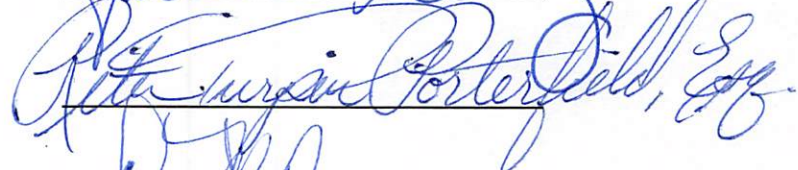


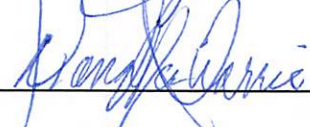


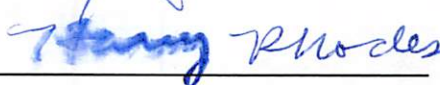
For AFSCME Local 2719











APPENDIX A
FULL-TIME POSITIONS

Former Job Title	New Job Title	Department	Step/Grade
CIT Review Investigator	Investigator	Citizen Police Review Board	U06-K
Lead Investigator	Lead Investigator	Citizen Police Review Board	U08-D
Zoning Code Administration Officer	Analyst, Zoning	City Planning	U09-H
Zoning Case Review Specialist	Lead Specialist, Zoning	City Planning	U05-L
Planner 2	Planner	City Planning	U07-L
Senior Planner	Senior Planner	City Planning	U09-H
Clerical Assistant 2	Assistant I, Administrative	City Planning	U02-G
Communication and Research Specialist	Specialist, Communication & Research	City Planning	U06-F
Zoning Specialist	Specialist, Zoning	City Planning	U05-D
Planner 2, Community Development	Planner	Community Development Trust Fund	U07-L
Senior Planner	Senior Planner	Community Development Trust Fund	U09-H
Clerical Assistant 2	Assistant I, Administrative	Emergency Medical Services	U02-G
Clerk 2	Assistant I, Administrative	Finance	U02-G
Clerical Specialist 1	Assistant II, Administrative	Finance	U02-H
Cashier 1	Cashier	Finance	U01-N
Tax Compliance Coordinator	Coordinator, Tax Compliance	Finance	U07-I
Account Clerk	Technician, Accounting	Finance	U02-K
Remittance Technician	Technician, Remittance	Finance	U01-N
Tax Compliance Specialist	Specialist, Tax Compliance	Finance	U06-F
Deputy Fire Marshall	Deputy Fire Marshall	Fire	U07-L
Commission Representative 2	Coordinator, Outreach & Intake	Human Relations Commission	U08-H
Commission Representative 1	Investigator, Field	Human Relations Commission	U06-F
Commission Representative 2	Senior Investigator, Field	Human Relations Commission	U08-H
Mayor's 311 Response Line Representative	311 Call Center Representative	Innovation & Performance	U01-N
Cybersecurity Analyst	Analyst, Cybersecurity	Innovation & Performance	U07-N
IT Service Analyst	Analyst, IT Service	Innovation & Performance	U07-L
Clerical Specialist 2	Coordinator, Administrative	Innovation & Performance	U04-F
Project Coordinator	Coordinator, Project	Innovation & Performance	U05-O
Graphic & Web Designer	Designer, Graphic & Web	Innovation & Performance	U07-L
Editor/Videographer	Editor/Videographer	Innovation & Performance	U07-E
Senior IT Service Analyst	Senior Analyst, IT Service	Innovation & Performance	U08-L
Network Technician	Technician, Network	Innovation & Performance	U08-H
GIS Analyst	Analyst, GIS	Innovation & Performance	U07-O*
Clerk 1	Assistant I, Administrative	Law	U02-G
Clerical Assistant 2	Assistant I, Administrative	Mobility & Infrastructure	U02-G
Account Clerk	Technician, Payroll	Mobility & Infrastructure	U02-K
Utility/Survey Specialist	Specialist, Utility-Survey	Mobility & Infrastructure	U03-O*
Inspector 1	Inspector I	Mobility & Infrastructure	U05-F
Inspector 2	Inspector II	Mobility & Infrastructure	U08-B
Telecommunications Inspector - Right of Way	Inspector, Telecommunications	Mobility & Infrastructure	U05-J
Staff Engineer	Staff Engineer	Mobility & Infrastructure	U08-L
Senior Planner	Senior Planner	Mobility & Infrastructure	U09-H
	Specialist, Permit	Mobility & Infrastructure	U05-D
	Lead Technician, Permit	Mobility & Infrastructure	U08-C
Clerical Assistant 2	Assistant I, Administrative	Permits, Licenses, and Inspections	U02-G
Cashier 2	Technician, Records	Permits, Licenses, and Inspections	U02-N
Combined Electrical Inspector	Inspector, Combined Electrical	Permits, Licenses, and Inspections	U09-B
Combined Operations Inspector	Inspector, Code	Permits, Licenses, and Inspections	U07-G
Combined Construction Inspector	Inspector, Construction Code	Permits, Licenses, and Inspections	U08-H
Senior Inspector 2	Inspector, Construction Code	Permits, Licenses, and Inspections	U08-H*
Fire & Life Safety Inspector	Inspector, Fire	Permits, Licenses, and Inspections	U07-L
Code Inspector	Inspector, Code	Permits, Licenses, and Inspections	U07-G*
Code Inspector 3	Inspector, Vacant Property	Permits, Licenses, and Inspections	U07-H
Applications Technician	Technician, Permit & Licensing	Permits, Licenses, and Inspections	U05-J
Applications Technician Lead	Lead Technician, Permit & Licensing	Permits, Licenses, and Inspections	U08-C
Clerical Assistant 1	Assistant I, Administrative	Police	U02-G
Clerk 2	Assistant I, Administrative	Police	U02-G
Cashier 1	Cashier	Police	U01-N
Radio Dispatcher	Dispatcher	Police	U01-M
Clerical Specialist 1	Specialist, Administrative	Police	U04-A
Clerk 2	Assistant I, Administrative	Police Secondary Employment	U02-G
Clerical Assistant 1	Coordinator, Administrative	Public Safety - Administration	U04-F
Clerical Assistant 2	Assistant I, Administrative	Public Safety - Administration	U02-G
Accountant/Grants Coordinator 1	Coordinator, Grants	Public Safety - Administration	U06-K
Account Clerk	Technician, Payroll	Public Safety - Administration	U02-K
Accountant 1	Specialist, Accounting	Public Safety - Administration	U07-A
Clerk 2	Assistant I, Administrative	Public Works - Environmental Services	U02-G
Clerical Assistant 2	Technician, Payroll	Public Works - Environmental Services	U02-K

Former Job Title	New Job Title	Department	Step/Grade
Clerical Specialist 2	Technician, Payroll	Public Works - Environmental Services	U02-K*
Communication Clerk	Dispatcher	Public Works - Environmental Services	U01-M*
Recycling Assistant	Specialist, Environmental Enforcement	Public Works - Environmental Services	U07-A
Clerical Assistant 2	Assistant I, Administrative	Public Works - Facilities	U02-G
Stores Clerk	Assistant, Inventory	Public Works - Facilities	U02-N
Inspector 2	Inspector II	Public Works - Facilities	U08-B
Account Clerk	Technician, Payroll	Public Works - Facilities	U02-K
Land Survey Rod Specialist	Assistant, Land Survey Rod	Public Works - Operations	U01-N
Inspector 1	Inspector I	Public Works - Operations	U05-F
Inspector 2	Inspector II	Public Works - Operations	U08-B
Account Clerk	Technician, Payroll	Public Works - Operations	U02-K
Clerical Assistant 2	Technician, Payroll	Public Works - Operations	U02-K
Clerk 2	Assistant I, Administrative	Three Taxing Bodies	U02-G
Clerical Specialist 1	Assistant II, Administrative	Three Taxing Bodies	U02-H
Real Estate Technician	Assistant, Real Estate	Three Taxing Bodies	U02-L
Account Technician	Senior Assistant, Real Estate	Three Taxing Bodies	U05-F

* Indicates Step/Grade for new hires. Employees hired prior to January 1, 2020 receive a 3% increase from existing annual wage for the year 2020.

PART-TIME POSITIONS

Former Job Title	New Job Title	Department	Step/Grade
Clerk 1	Assistant I, Administrative	Finance	U02-G
Graphic & Web Designer	Designer, Graphic & Web	Innovation & Performance	U07-G
311 Response Line Representative	311 Call Center Representative	Innovation & Performance	U01-N
Cashier 1	Cashier	Police	U01-N
Clerical Assistant 1	Assistant I, Administrative	Police	U02-G
Clerical Specialist 1	Specialist, Administrative	Police	U04-A

ANNUAL SALARY

JE GRADE	PAY GRADE	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
101	U1									
102	U2			\$ 31,771	\$ 32,372	\$ 32,984	\$ 31,409	\$ 32,004	\$ 32,609	\$ 33,226
103	U3	\$ 32,744	\$ 33,364	\$ 33,995	\$ 34,638	\$ 35,293	\$ 33,608	\$ 34,244	\$ 34,892	\$ 35,552
104	U4	\$ 35,036	\$ 35,699	\$ 36,374	\$ 37,062	\$ 37,764	\$ 35,961	\$ 36,641	\$ 37,334	\$ 38,040
105	U5	\$ 37,489	\$ 38,198	\$ 38,921	\$ 39,657	\$ 40,407	\$ 38,478	\$ 39,206	\$ 39,947	\$ 40,703
106	U6	\$ 40,863	\$ 41,636	\$ 42,423	\$ 43,226	\$ 44,044	\$ 41,171	\$ 41,950	\$ 42,744	\$ 43,552
107	U7	\$ 44,540	\$ 45,383	\$ 46,241	\$ 47,116	\$ 48,008	\$ 44,877	\$ 45,726	\$ 46,591	\$ 47,472
108	U8	\$ 48,549	\$ 49,467	\$ 50,403	\$ 51,357	\$ 52,328	\$ 48,916	\$ 49,841	\$ 50,784	\$ 51,745
109	U9	\$ 53,889	\$ 54,909	\$ 55,948	\$ 57,006	\$ 58,084	\$ 53,318	\$ 54,327	\$ 55,354	\$ 56,402
110	U10	\$ 59,817	\$ 60,949	\$ 62,102	\$ 63,277	\$ 64,474	\$ 59,183	\$ 60,303	\$ 61,443	\$ 62,606

APPENDIX B

JE GRADE	PAY GRADE	Step J	Step K	Step L	Step M	Step N	Step O
101	U1	\$ 33,854	\$ 34,495	\$ 35,147	\$ 35,812	\$ 36,490	\$ 37,180
102	U2	\$ 36,224	\$ 36,909	\$ 37,608	\$ 38,319	\$ 39,044	\$ 39,783
103	U3	\$ 38,760	\$ 39,493	\$ 40,240	\$ 41,001	\$ 41,777	\$ 42,567
104	U4	\$ 41,473	\$ 42,258	\$ 43,057	\$ 43,872	\$ 44,701	\$ 45,547
105	U5	\$ 44,376	\$ 45,216	\$ 46,071	\$ 46,943	\$ 47,831	\$ 48,735
106	U6	\$ 48,370	\$ 49,285	\$ 50,217	\$ 51,167	\$ 52,135	\$ 53,122
107	U7	\$ 52,723	\$ 53,721	\$ 54,737	\$ 55,772	\$ 56,828	\$ 57,903
108	U8	\$ 57,469	\$ 58,556	\$ 59,663	\$ 60,792	\$ 61,942	\$ 63,114
109	U9	\$ 63,790	\$ 64,997	\$ 66,226	\$ 67,479	\$ 68,756	
110	U10						

APPENDIX C

WATER AUTHORITY AGREEMENT

No.12

RESOLUTION

authorizing the Mayor and the Director of Water Department to execute a Cooperation Agreement and amendments thereto with the Pittsburgh Water and Sewer Authority to provide for the creation of a fully operating Authority.

Be it resolved by the Council of the City of Pittsburgh as follows:

Section 1. The Mayor and the Director of the Department of Water are hereby authorized to execute, on behalf of the City of Pittsburgh and in a form approved by the City Solicitor, a Cooperation Agreement with the Pittsburgh Water and Sewer Authority providing for:

1. The termination of the City's status as an agent for the Authority.
2. The amendment and restatement of the terms of the Lease and Management Agreement dated March 29, 1984.
3. The provision of certain services to the Authority by the City and payment thereof.
4. The recognition of the American Federation of State, County and Municipal Employees, District Council 84, Local 2719 (AFSCME 2719); the American Federation of State, County and Municipal Employees, District Council 84, Local 2037 (AFSCME 2037); and the Pittsburgh Joint Collective Bargaining Committee (the "PJCBC") as collective bargaining agent for the employees of the Authority previously employed by the City and members of these unions.
5. The establishment of a coordinated bargaining committee among the City, AFSCME 2719, AFSCME 2037 and the Pittsburgh Water and Sewer Authority for purpose of collective bargaining.
6. The incorporation of all the provisions of Resolution No.15 of 1995 adopted by the Board of the Pittsburgh Water and Sewer Authority of January 13, 1995.

APPENDIX D

PARKING AUTHORITY AGREEMENT

No. 17

RESOLUTION

Authorizing the Mayor and the Directors of the Departments of Public Safety and General Services to Execute a Cooperation Agreement and amendments thereto and related leases with the Public Parking Authority of Pittsburgh and the City of Pittsburgh Equipment Leasing Authority to provide for the administration, supervision and enforcement of an efficient system of on-street parking regulation in the City of Pittsburgh.

Be it resolved by the Council of the City of Pittsburgh as follows:

Section 1. The Mayor and the Directors of the Departments of Public Safety and General Services are hereby authorized to execute, on behalf of the City of Pittsburgh and in a form approved by the City Solicitor, a Cooperation Agreement and amendments thereto and related leases with the Public Parking Authority of Pittsburgh and the City of Pittsburgh Equipment Leasing Authority to provide for the administration, supervision and enforcement of an efficient system of on-street parking regulation in the City of Pittsburgh. The Agreement will be substantially in the form attached and will include the following provisions:

- 1) City parking employees will be transferred to the Parking Authority.**
- 2) The Authority will recognize the American Federation of State, County and Municipal Employees, District Council 84, Local 2719 (AFSCME 2719) as the employees' collective bargaining unit, and employees will be offered the same contract benefits provided to City employees for the term commencing January 1, 1995.**
- 3) The parties will establish a coordinated bargaining committee among the City, AFSCME 2719, AFSCME 2037 and the Public Parking Authority of Pittsburgh for purposes of collective bargaining for the ensuing contract term.**
- 4) The City will provide bid-back rights in the collective bargaining agreement for the transferred union employees should the function of union employees be subcontracted.**
- 5) The City will refer requests for overtime work currently performed by parking enforcement officers to the Parking Authority.**
- 6) Parking Authority enforcement personnel will be afforded radio access to the City police channel.**



CITY OF PITTSBURGH

Department of Law

William Peduto
Mayor

Yvonne S. Hilton
Chief Legal Officer and City Solicitor

JESSICA B. MICHAEL
Assistant City Solicitor
Direct Dial: (412) 255-2004
jessica.michael@pittsburghpa.gov

June 25, 2020

Harry Rhodes
Business Agent
AFSCME District Council 34, Local 2719
Foster Plaza 10
680 Anderson Drive, Fifth
Floor Pittsburgh, PA 15220
via email at h.rhodes@afscme13.org

IN RE: Sidebar Agreement Regarding Pay Progression and Probationary Period for Positions Requiring Certification(s) and/or Training(s) in the Department of Permits, Licenses, and Inspections.

Dear Harry,

As the City and the Union discussed during negotiations for the successor collective bargaining agreement to the 2015-2019 CBA, the sidebar agreement dated June 15, 2016 that affects PLI Employees whose positions require certification(s) and/or training(s) would be reviewed and updated as to not conflict with any new provisions in the successor contract. The Parties discussed and acknowledged that these Employees still require a tiered pay progression conditioned on successful attainment of certification(s) and/or completion of training(s) before reaching full salary.

The current pay progression for PLI Employees followed the A through D Steps for each Grade, which increased the salaries with each step before achieving full "D" Step salary. Because the 2020-2025 CBA eliminates this Step system for newly hired Employees (and also the eight (8) month progression through these steps before achieving the full D Step salary), the City has formulated a new progression based on set, predictable percentages of the full salary for the positions. A newly hired Employee will start at ninety percent (90%) of their full salary and will receive salary increases following the successful obtainment of required certification(s) and/or training(s) until the full salary is achieved.

The following terms reflect the new Sidebar Agreement for the pay progression and probationary period for positions requiring certification(s) and/or training(s) in the Department of Permits, Licenses, and Inspections:

1. The probationary period remains unchanged at six (6) months for PLI Employees whose positions require attainment of training(s) and/or certification(s).
2. PLI Employees in positions requiring training(s) and/or certification(s) will be permitted to use vacation time in accordance with the CBA and departmental policy.
3. Qualified PLI Employees in positions requiring training(s) and/or certification(s) will be eligible for voluntary and involuntary overtime within their Division (Operations, Construction, or Administration), as long as the Employee is qualified to perform the work (i.e. completed all the necessary training(s) and/or certification(s) to perform the work at issue), and in accordance with Article XI of the 2020-2025 CBA.
4. PLI Employees in positions that require training(s) and/or certification(s) will receive the final rate of pay upon achievement of all required training(s) and/or certification(s).
5. PLI Employees who are in positions requiring training(s) and/or certification(s) will receive a set percentage increase upon achieving certain designated training(s) and/or certification(s) as determined by the Department of PLI.
6. PLI Employees must achieve the required training(s) and/or certification(s) as detailed in the corresponding job description.
7. Existing City employees who transfer or promote from outside of PLI into a PLI position requiring training(s) and/or certification(s) will start at the lowest salary tier for that position, and then move to the final rate of pay upon achievement of all required training(s) and/or certification(s) for that position.
8. Senior Inspectors who promote to a Combined Construction Inspector position and Code Inspectors who promote into a Combined Operations Inspector position move to the final rate of pay upon achievement of all required training(s) and/or certification(s) for the new position.

The terms of the 2020-2025 CBA, including any enforceable past practice, will be applied to all AFSCME 2719 Employees in PLI whose positions do not require training(s) and/or certification(s).


PLI Employees who are in positions requiring training(s) and/or certification(s) and who currently are earning a Step A through C salary while working toward achievement of all the required training(s) and/or certification(s), will have their salaries retroactively adjusted to the corresponding tier in accordance with the training(s) and/or certification(s) they have already achieved. The retroactive date is January 1, 2020. If any Employee in this circumstance is currently being paid more in their tier utilizing the Step salary progression from the 2016 Sidebar Agreement than they would be paid under this new pay progression Sidebar Agreement, that Employee's wage increases will be red-circled until such time that their attainment of the required training(s) and/or certification(s) requires an increase in their present salary. No Employee will see a wage decrease.

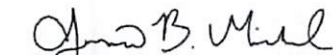
This Agreement is non-precedent setting and cannot be used as evidence in a grievance/arbitration for comparative purposes or to support an argument of past practice.

This sidebar Agreement shall expire when the 2020-2025 CBA expires unless the Parties expressly incorporate it into the successor CBA.

Please sign below to evidence your acceptance of this Agreement and return it to me. Thank you for your attention to this matter. Please do not hesitate to contact me if you have any questions in this regard.

Very truly yours,


Harry Rhodes, Business Agent
AFSCME District Council 84


Jessica B. Michael, Assistant City Solicitor
City of Pittsburgh Department of Law

cc: Craig Sippel, AFSCME 2719
President Sarah Kinter, PLI Acting
Director
Janet Manuel, Human Resources & Civil Service
Director Mary Griffith, Payroll Manager
Yvonne S. Hilton, City Solicitor
Kevin Pawlos, Office of Management & Budget Director



CITY OF PITTSBURGH

Department of Law

William Peduto
Mayor

Yvonne S. Hilton
Chief Legal Officer and City Solicitor

JESSICA B. MICHAEL
Assistant City Solicitor
Direct Dial: (412) 255-2004
jessica.michael@pittsburghpa.gov

June 11, 2020

Craig Sippel
AFSCME Local 2719 Union President
via email to Craigsippel@gmail.com

IN RE: Sidebar Agreement for new DOMI positions and title changes

Dear Mr. Sippel,

On April 27, 2020, the City presented to the Union a resolution for the Labor Management issue involving AFSMCE member and DOMI employee Bobbie Abbondanza, who has been employed in the position of Utility Survey Specialist. The City created the new position of Lead Technician, Permit to be paid an annual salary in accordance with U08-C as indicated in Appendices A and B of the ratified Tentative Agreement for the 2020-2025 Collective Bargaining Agreement. This position would be a career progression from Utility Survey Specialist. The Union indicated its acceptance of the City's proposal.

In addition, the City proposed adding a new position in DOMI that would create another tier of career progression for the Utility Survey Specialist. The City created the entry-level position of Specialist, Permit to be paid an annual salary in accordance with U05-D as indicated in Appendices A and B of the ratified Tentative Agreement for the 2020-2025 Collective Bargaining Agreement. The Union indicated its acceptance of the City's proposal.

However, due to a miscommunication within the City's internal process it uses to analyze jobs in accordance with its Segal Waters Consulting Classification and Compensation Study, the City requested certain changes to its initial proposals. After discussion with the Union, the City proposed the following enumerated changes, to which the Union indicated its agreement on May 21, 2020:

1. The entry level position of Specialist, Permit will be re-titled to Specialist, Mobility, to be paid an annual salary in accordance with U02-O on Appendix B of the ratified Tentative Agreement for the 2020-2025 Collective Bargaining Agreement
2. The position of Utility Survey Specialist will be re-titled to Technician, Mobility.

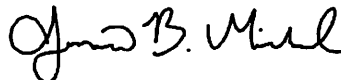
3. The position of Lead Technician, Mobility will be re-titled to Lead Technician, Mobility, to be paid an annual salary in accordance with U08-C on Appendix B of the ratified Tentative Agreement for the 2020-2025 Collective Bargaining Agreement

The City proposed to change the titles of these positions to make it clear that the Specialist, Mobility; Technician, Mobility; and Lead Technician, Mobility are a career progression, and the change of grade for the Specialist position aligns that position with Human Resources' job analysis, because positions in a career progression should move from a lower grade to a higher grade as an employee is promoted


In further discussion the City and the Union agreed that Ms. Abbondanza, in accordance with the requirements set forth by the Civil Service Commission and the Collective Bargaining Agreement, will start in her new position upon the City's implementation of the 2020-2025 Collective Bargaining Agreement. She will receive the salary as indicated in U08-C starting on that date of implementation; however, because it is a newly created position, there will be no retroactive pay for that position prior to that implementation start date. Ms. Abbondanza will receive retroactive pay for her position of Utility Survey Specialist starting January 1, 2020, until the implementation of the 2020-2025 CBA, at which time she will start as a Lead Technician, Mobility

Please indicate your agreement with the terms set forth above by signing a copy of this sidebar in the space provided below

Very truly yours,




Jessica B. Michael
Assistant City Solicitor


Union signature

Craig Sippel
Print name

6/15/2020
Date

President Local 2719
Union title


Bobbie Abbondanza signature

6/15/2020
Date