

AGREEMENT

BETWEEN

**CARNEGIE INSTITUTE dba
CARNEGIE MUSEUMS OF PITTSBURGH**

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING,
ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL
UNION, AFL-CIO, CLC**

Effective May 18, 2023 until 11:59:59 p.m. on May 17, 2027.

Contents

AGREEMENT	3
ARTICLE 1: Recognition	4
ARTICLE 2: Union Security/Dues Checkoff	4
ARTICLE 3: Determination of Work Status	5
ARTICLE 4: Management Rights	6
ARTICLE 5: Bargaining Unit Work.....	8
ARTICLE 6: Hours of Work	8
ARTICLE 7: Seniority	10
ARTICLE 8: Probationary Employees/Probationary Period	11
ARTICLE 9: Job Vacancies.....	12
ARTICLE 10: Reductions in Force	13
ARTICLE 11: Discipline and Discharge	14
ARTICLE 12: Grievance Procedure.....	15
ARTICLE 13: No Strike/No Lockout.....	17
ARTICLE 14: Jury Duty.....	18
ARTICLE 15: No Discrimination.....	18
ARTICLE 16: Union Activities	19
ARTICLE 17: Uniforms	20
ARTICLE 18: Family and Medical Leave.....	20
ARTICLE 19: Military Service	20
ARTICLE 20: Miscellaneous	20
ARTICLE 21: Health and Safety	22
ARTICLE 22: Joint Labor-Management Committee	23
ARTICLE 23: Sick Time	24
ARTICLE 24: Vacation	24
ARTICLE 25: Holidays	28
ARTICLE 26: Wages.....	29
ARTICLE 27: Insurance Benefits.....	30
ARTICLE 28: Retirement Benefits	31
ARTICLE 29: Employee Assistance Program	31
ARTICLE 30: Supplemental Insurance	31
ARTICLE 31: Credit Union.....	32
ARTICLE 32: Discount Programs.....	32

Article 33: Safety Shoes.....	32
ARTICLE 34: Parking	32
ARTICLE 35: Bereavement	33
ARTICLE 36: Educational Reimbursement	33
ARTICLE 37: Savings Clause	33
ARTICLE 38: Scope Of Bargaining.....	34
ARTICLE 39: Duration	34
EXHIBIT A.....	36
EXHIBIT B.....	38
EXHIBIT C.....	41
EXHIBIT D: Family and Medical Leave.....	42
EXHIBIT E: Personnel File Records	47
EXHIBIT F: New Minimum Wage Rates	49
Memorandum of Agreement Re Vacation Carry Over.....	57

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of May, 2023, by and between CARNEGIE INSTITUTE dba CARNEGIE MUSEUMS OF PITTSBURGH (hereinafter referred to as the “Employer”) party of the first part, and

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO, CLC (“USW”), party of the second part, on behalf of its Local (“Local Union;” collectively, “USW” and “Local Union” are “Union”).

WITNESSETH:

WHEREAS, the parties hereto desire to establish a standard of wages, benefits, and other conditions of employment under which employees represented by the Union shall work for the Employer during the term of this Agreement, and

WHEREAS, the parties desire to regulate mutual relations between each other with a view of securing harmonious cooperation between them and of averting disputes, and

WHEREAS, the parties are committed to ensuring the Employer’s mission to preserve and expand the resources of art and science as agents of personal growth and social advancement in Pittsburgh and beyond, and

WHEREAS, the parties seek to foster a culture based on dignity, inclusion, collaboration, and mutual respect; and

WHEREAS, through commitment and action, the parties strive to maintain a welcoming and inclusive culture, one that respects and values differences, embraces diversity, and creates a welcoming environment for all staff and visitors.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

ARTICLE 1: Recognition

- 1.1 The Employer recognizes the Union as the exclusive collective-bargaining representative for all bargaining-unit employees (“Employees”) as certified by the National Labor Relations Board in Case 06-RC-267871, and as otherwise agreed to by the Parties. These include all full-time, regular part-time, and occasional employees in the job classifications set forth in Exhibit A to this Agreement employed by the Employer at the Museums, Facilities and Offices located at 4400 Forbes Avenue, Pittsburgh, Pennsylvania 15213; 1795 Route 381, Rector, Pennsylvania 15677; One Allegheny Avenue, Pittsburgh, Pennsylvania 15212; 117 Sandusky Street, Pittsburgh, PA 15212; 5800 Baum Boulevard, Pittsburgh, Pennsylvania 15206; 450 Butler Street, Etna, Pennsylvania 15223; and Three Gateway Center, 401 Liberty Avenue, Suite 1965, Pittsburgh, Pennsylvania 15222.
- 1.2 The Union does not represent employees of the Employer represented by other labor organizations, facilities department employees, student assistants, temporary employees as defined in Article 3 (Determination of Work Status), confidential employees, managerial employees, guards, supervisors as defined by the National Labor Relations Act, and all other employees.
- 1.3 Employee List. On a quarterly basis, the Employer will provide the Local Union with a list of the Employees, indicating new hires with component and/or department and position, and Employee departures. The Employee list shall also include Employee name, preferred name (if provided by the Employee), address, date of hire, position, and component and/or department.

ARTICLE 2: Union Security/Dues Checkoff

- 2.1 Every member of the bargaining unit shall, as a condition of employment, become and remain a member in good standing of the Union, or pay a fair share fee pursuant to this Article, beginning no later than thirty (30) days after either (a) the date of their initial hire into a position covered by this Agreement, or (b) the effective date of this Agreement, whichever is later.
- 2.2 If an Employee elects to pay a fair share fee, they must notify the International Secretary-Treasurer in writing in accordance with the Union’s procedure so that they can obtain an advance reduction of their union security obligation in order that the amount paid be commensurate with expenditures reasonably related to collective bargaining. The fair share fee shall be administered in accordance with the Union’s non-member objection procedure.

- 2.3 The Employer shall discharge any Employee covered by this Agreement who is in violation of this Article (and who has been advised in writing by the Union of the requirements of Sections 2.1 and 2.2 of this Article) within thirty (30) days after the Union has notified the Employer, in writing, of the violation.
- 2.4 For the term of this Agreement, and until a new Agreement is reached, the Employer will check off monthly dues or fair share fees, including where applicable, initiation fees, and assessments, each in amounts as designated by the Union's International Secretary-Treasurer, effective upon receipt of an Employee's individually signed voluntary check-off authorization card. The Employer shall within thirty (30) days remit any and all amounts so deducted to the Union's International Secretary-Treasurer with a completed summary of USW Form R-115 or its equivalent. A copy of the authorization card will be forwarded at the time of signing to the Financial Secretary of the Local Union.
- 2.5 Each month, the Employer will notify the Union of the amount of dues transmitted for each Employee (including the hours and earnings used in the calculation of such amount). If no amount is transmitted, the Employer will notify the Union of the reason for non-transmission, such as in the case of transfer, layoff, discharge, resignation, leave of absence, sick leave, retirement, or insufficient earnings.
- 2.6 The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits, and liabilities that shall arise out of or by reason of any action taken by the Employer for the purpose of complying with the foregoing provisions.

ARTICLE 3: Determination of Work Status

- 3.1 Employees included in the bargaining unit are full-time, regular part-time, and occasional Employees.
- 3.2 A "full-time Employee" is defined as an Employee who is regularly scheduled to work a full-time work schedule ranging from thirty-seven and one-half (37 ½) hours to forty (40) hours per week.
- 3.3 A "regular part-time Employee" is defined as an Employee who is regularly scheduled to work a part-time work schedule of less than thirty (30) hours per week.
- 3.4 An "occasional Employee" is defined as an Employee who is hired to work on an intermittent, fill-in, or relief basis for an indefinite period of time and who is scheduled to work less than an average of twenty-nine (29) hours per week. Occasional Employees have no expectation of regularly scheduled hours. Occasional Employees who do not work any hours within a twelve (12) month period will be automatically separated from employment.
- 3.5 Unless otherwise limited by this Agreement, the Employer has a right to hire temporary employees. A "temporary employee" is defined as an employee who is hired by the

Employer in a temporary position; on a temporary basis; or to otherwise supplement the workforce, with the understanding that the temporary employment will last no longer than twelve (12) months. Once the temporary assignment ends, the temporary employee's employment will be terminated by the Employer. If a temporary assignment lasts longer than twelve (12) months, the temporary employee will be transferred to an occasional, regular part-time, or full-time position.

3.6 A "temporary employee" also includes an employee hired on a temporary basis for a specific project or program whose term may last longer than twelve (12) months and who has no expectation of continued employment after the specific project or program ends.

3.7 Temporary employees are not bargaining unit Employees, are not covered by this Agreement, and have no rights or privileges under the terms of this Agreement.

3.8 This Article is definitional in character, and nothing in this Article shall be construed as a guarantee of work, hours or pay.

ARTICLE 4: Management Rights

4.1 Except as otherwise limited by the express terms of this Agreement, the Employer retains the exclusive right to manage its business, to direct, control and schedule its operations and work force, and to make any and all decisions affecting its business and operations, whether or not specifically mentioned herein and whether or not heretofore exercised. Such rights and prerogatives include all matters of inherent managerial policy, plus those necessitated by the unique nature of the Employer's operations. They include, but are not limited to, the sole and exclusive rights to: hire, promote, demote, layoff, recall, assign and transfer Employees, and suspend, discharge and discipline Employees in accordance with Article 11 (Discipline and Discharge); select and determine the number of its Employees; direct and schedule the work force; determine the location, size, and type of operations, including the methods, procedures, materials and operations to be utilized, or to discontinue their performance by Employees of the Employer in whole or in part; subcontract and outsource work as provided in Sections 4.6 through 4.8 of this Agreement; hire or contract with temporary, agency or non-bargaining unit employees; utilize volunteers; determine and schedule when overtime shall be worked; install and remove exhibits, equipment, and other property; transfer or relocate any or all of the operations or business to any location or to discontinue such operations, by sale or otherwise, in whole or in part, at any time; establish work shifts; determine, change and modify the job duties and job classifications of Employees; establish, modify and enforce rules and regulations governing the conduct and performance of Employees; train Employees; determine qualifications; and determine work performance levels and standards of performance of the Employees.

4.2 The Employer shall have the right to assign any work arising from or required by new technology, equipment or processes to any component, department or location of the Employer. Prior to assigning such work, upon request of the Union, the Employer shall

meet and discuss whether any of the work arising from or required by such new technology, equipment or processes may be performed by existing bargaining-unit Employees. If, in the final judgment of the Employer, such work may be performed by existing bargaining-unit Employees, the Employer will assign such work to the bargaining unit and, if it does, will meet with the Union to discuss any change in pay rate resulting therefrom. If the Employer decides to establish a new bargaining unit job classification to perform work arising from or required by new technology, equipment or processes, the Employer will meet with the Union to negotiate the pay rate for the new job classification. The Employer shall have the sole right to determine what constitutes such new technology, equipment or processes.

- 4.3 Failure by the Employer to exercise any of the functions of management, whether or not expressly stated herein, shall not constitute a waiver thereof.
- 4.4 Nothing in this Agreement prohibits the Employer from directing any person not covered by this Agreement from performing any task. The Employer has the right to select and schedule its management, supervisory and other non-bargaining unit personnel at any time. The selection and assignment of supervisory and non-bargaining unit personnel shall be the sole right of the Employer.
- 4.5 Absent unforeseeable circumstances, the Employer will provide the Union with fifteen (15) working days' advance notice of any proposed changes in its employment policies applicable to Employees. If requested by the Union, the Employer will meet with the Union to discuss the proposed changes within this fifteen (15) working day period. Nothing herein is intended to delay implementation of the proposed changes at the expiration of this fifteen (15) working day period.
- 4.6 The Employer shall have the right to subcontract or outsource work performed by the bargaining unit in the following instances and under the following circumstances:
 - a. when existing Employees do not have the skills, qualifications and abilities to perform a particular job or work;
 - b. when the Employer does not have the equipment or technology to perform a particular job or work;
 - c. when time of completion of the work is of the essence and cannot be met with existing Employees;
 - d. when under past practice, such work has been contracted out or outsourced; or,
 - e. when it is not economically feasible for the Employer to perform such work.
- 4.7 The circumstances to be considered in making any decision to subcontract or outsource are those existing at the time the decision to subcontract or outsource is made.
- 4.8 In the event the Employer decides to subcontract or outsource bargaining unit work for any of the above reasons, absent unforeseeable circumstances, the Employer will give the

Union forty-eight (48) hours' advance notice of the work to be subcontracted or outsourced.

ARTICLE 5: Bargaining Unit Work

- 5.1 Bargaining unit Employees will perform the bulk of bargaining-unit work. Supervisory employees and other non-bargaining unit employees may perform work performed by bargaining unit Employees.
- 5.2 The Employer will not use volunteers, temporary employees, interns, or other non-bargaining unit employees for the purpose of permanently replacing or displacing bargaining unit Employees or eroding the bargaining unit.

ARTICLE 6: Hours of Work

- 6.1 Nothing in this Agreement shall be construed as a guarantee or commitment by the Employer to any Employee of a minimum or maximum number of hours of work per day, per week, per pay period or per year.
- 6.2 The normal work week is defined as a unit of time which begins at 12:00 a.m. Sunday and ends after seven (7) consecutive days at 11:59:59 p.m. Saturday.
- 6.3 The normal work day is defined as a unit of time beginning at 12:00 a.m. and ending after twenty-four (24) consecutive hours at 11:59:59 p.m.
- 6.4 The Employer has the exclusive right to establish shifts and schedule Employees to such shifts. The Employer has the right to stagger the start times of Employees on any shift.
- 6.5 The Employer has the right to fix work schedules. The Employer will make every effort to post regular work schedules two (2) weeks in advance. These regular work schedules are subject to change by the Employer on forty-eight (48) hours' notice, except in cases of emergency or last-minute booking or programmatic changes, in which less time may be provided.
- 6.6 If the Employer makes a change to the schedule on less than forty-eight (48) hours' notice in accordance with this Article, the Employer will offer the assignments on a first-come, first-served basis. If the Employer is unable to fill all needed assignments, the Employer will assign the work to the least senior Employee(s) in the department based on job classification seniority, who must accept the assignment(s).
- 6.7 The Employer reserves the right to schedule Employees on all three (3) shifts and variable shifts as determined by the operational needs of the Employer.

6.8 Employees in the same job classification may be permitted to switch schedules within the same work week, provided that the Employees affected by the switch and Museum management mutually agree in writing.

6.9 The Employer will provide paid rest breaks and unpaid meal breaks to Employees, depending on the shift length as set forth in this Section. Supervisors will schedule rest breaks and the unpaid meal breaks, as applicable, to maintain efficient operations.

- a. If an Employee works five (5) hours but less than seven (7) hours during a work day, the Employee will receive an unpaid thirty (30) minute meal break and one (1) paid rest break of up to fifteen (15) minutes, subject to operational needs.
- b. If an Employee works four (4) hours but less than five (5) hours during a work day, the Employee will receive one (1) paid rest break of up to fifteen (15) minutes, subject to operational needs.
- c. If an Employee works seven (7) hours or more hours during a work day, the Employee will receive an unpaid thirty (30) minute meal break and two (2) paid rest breaks of up to fifteen (15) minutes, subject to operational needs.

6.10 An Employee who is a nursing parent may take a reasonable break time to express breast milk for their nursing child for one year after the child's birth each time the Employee has the need to express milk. The Employee shall notify their supervisor of the need to express milk in accordance with this Section. A private space (not a toilet stall or restroom) will be available for Employees to express milk. The space will have a lock, an electrical outlet, a table and a comfortable chair. Nursing parents will work with their supervisors to determine reasonable breaks and adequate spaces to express breast milk.

6.11 Overtime

- a. Overtime at the rate of time and one-half (1 ½) the Employee's current straight time rate shall be paid for all hours worked in excess of forty (40) in any work week.
- b. Nothing herein shall be construed as a limitation on the Employer's right to require overtime work.
- c. Only hours worked shall be used for computation of overtime.
- d. There shall be no duplication or pyramiding of overtime or premium pay, meaning that once time has been recognized and paid at a premium rate, such time shall not be used in determining any other overtime or premium pay.
- e. Overtime shall be assigned at the discretion of the Employer.
- f. All overtime work must be approved in advance by the assigning supervisor.

ARTICLE 7: Seniority

7.1 Definitions

- a. "Museum seniority" shall mean an Employee's length of continuous service with the Employer, beginning with their hire date into a bargaining unit position. For new Employees, their Museum seniority begins on their date of hire into a bargaining unit position.
- b. "Job classification seniority" shall mean an Employee's length of continuous service within a job classification within a component or department covered by this Agreement.
- c. When two or more Employees have the same length of continuous service with the Employer, the last four digits of each Employee's Social Security number will be added and whichever Employee has the greatest sum will have the greater seniority date. Any tie in the sum of the last four digits of the Social Security numbers will be determined by a coin toss.

7.2 For purposes of job classification seniority, the Employer will maintain three (3) separate seniority lists comprised of (1) full-time Employees; (2) regular part-time Employees; and (3) occasional Employees.

7.3 The Employer will provide a copy of both the Museum seniority list and the job classification seniority list to the Union and the Local Union President electronically on a quarterly basis.

7.4 For purposes of job classification seniority, full-time Employees shall have seniority over regular part-time Employees, and regular part-time Employees shall have seniority over occasional Employees. If a regular part-time Employee becomes a full-time Employee, they shall be placed at the bottom of the full-time Employee seniority list. If an occasional Employee becomes a regular part-time Employee, they shall be placed at the bottom of the regular part-time seniority list.

7.5 Break in Seniority

An Employee shall lose their seniority (both Museum seniority and job classification seniority) and all rights under this Agreement, and their employment with the Employer shall be terminated, when the Employee:

- a. resigns, retires or quits;
- b. is discharged for just cause and is not subsequently reinstated;
- c. is laid off for more than twelve (12) months;

- d. after a layoff of twelve (12) months or less, fails to report for work within five (5) calendar days after being notified by the Employer of their recall pursuant to Section 10.5 absent extenuating circumstances;
- e. fails to return on the first (1st) day following the end of an approved leave of absence or any extension thereof, absent extenuating circumstances;
- f. is absent without notifying the Employer for two (2) consecutive scheduled work days, absent extenuating circumstances;
- g. accepts other employment or works for another employer without first obtaining written approval from the Employer, while on an authorized leave of absence;
- h. is absent for any reason in excess of twelve (12) consecutive months, unless otherwise prohibited by law.

7.6 Both forms of seniority (Museum seniority and job classification seniority) of an Employee who transfers or is promoted into a non-bargaining unit position will be restored if they return to a bargaining unit position within twelve (12) months of the transfer or promotion. The Employee will not accrue either form of seniority during their absence from the bargaining unit.

7.7 If an Employee resigns, retires or quits in good standing and is re-employed by the Employer within twelve (12) months of their separation date, both forms of seniority (Museum seniority and job classification seniority) will be restored. The Employee will not accrue either form of seniority during the period from their separation date through their date of re-employment.

ARTICLE 8: Probationary Employees/Probationary Period

8.1 Newly-hired Employees shall be considered “probationary Employees” during their probationary period. A probationary Employee’s “probationary period” shall begin with the first day of actual work after hire and shall consist of a ninety (90) calendar day period. The Employer may extend the probationary period for up to an additional thirty (30) days, provided the Employer gives ten (10) days’ advance notice to the Employee and the Union prior to the expiration of the initial ninety (90) day period. Upon request by the Union and the Employee, the Employer will meet with the Union and the Employee to discuss the reason(s) for the extension.

8.2 Probationary Employees may be terminated at any time during the probationary period at the sole discretion of the Employer. Such termination shall not be subject to the Grievance Procedure of this Agreement.

8.3 Upon successful completion of the probationary period, or ninety (90) calendar days if the probation is extended beyond ninety (90) calendar days, the Employee shall be given Museum seniority and job classification seniority retroactive to their date of hire.

8.4 The Employer will provide an initial orientation to all newly-hired Employees. As part of this initial orientation, the Employer will provide new employees with the names and contact information of the Union stewards and Union representatives who represent them. The Employer will also permit one (1) Union steward to meet with newly-hired Employees for fifteen (15) minutes during this initial orientation to provide a copy of this Agreement and to discuss any other Union business. This fifteen (15) minute period shall be paid.

ARTICLE 9: Job Vacancies

9.1 When the Employer decides to fill a vacancy in any job covered by this Agreement, such job first shall be posted internally on the CMP intranet for seven (7) calendar days.

9.2 Each job posting shall contain the job title, a description of the job duties, shift (including full-time, part-time, or occasional status), component and/or department of the position, wage/salary and union status. After this seven (7) calendar day period, the Employer may solicit external applicants for the position.

9.3 The Employer will interview all qualified internal candidates who apply during the posting period. To be qualified, an internal candidate must possess all minimum qualifications for the position or have performed equivalent work to the posted position (*e.g.*, a candidate without a teaching certificate, but has teaching experience in a relevant field of study).

9.4 The Employer has the right to select the best candidate for the position, provided that the candidate possesses the skill level, qualifications and ability to perform the job. In making this determination, the Employer may consider an Employee's disciplinary history for the twelve (12) month period preceding the Employee's bid. If two or more candidates for the position possess the same skill level, qualifications and ability to perform the job in the judgment of the Employer, Museum seniority shall prevail. If an external and an internal candidate possess the same skill level, qualifications and ability to perform the job in the judgment of the Employer, the Employer will offer the position to the internal candidate.

9.5 Upon request by the Union, the Employer will provide a list of all Employees who applied for a specific position, as well as the number of applicants from outside the bargaining unit.

9.6 If the Employer decides not to fill a vacancy, upon request by the Union, the Employer will explain why it decided not to fill the vacancy.

9.7 The Employer and the Employee may utilize a trial period of up to thirty (30) calendar days as a means of determining the Employee's ability to perform the job. If the Employer or the Employee decides during this thirty (30) calendar day trial period that either does not wish for the Employee to remain in the position, the Employer may return the Employee to their prior job, provided it is still available.

9.8 The Employer has the right to assign Employees to fill vacancies on a temporary basis for up to 120 calendar days without regard to seniority or any other factor. In the event that an Employee is temporarily assigned to perform the job duties of a job classification with a higher pay grade, the Employer will pay the Employee at an hourly rate that is up to twenty percent (20%) higher than the base hourly wage rate for their current position for the duration of the temporary assignment.

ARTICLE 10: Reductions in Force

- 10.1 Reductions in force, if deemed necessary by the Employer, shall be undertaken within specific job classifications within the component and/or department affected by the reduction in force. In the event of a reduction in force within a specific job classification within a component and/or department, temporary employees will be laid off or furloughed first, then occasional Employees, then probationary Employees, then regular part-time Employees, and then full-time Employees.
- 10.2 The Employer shall determine what criteria to utilize in determining who will be laid off or furloughed, but shall include job classification seniority within a component and/or department as one of its criteria. There shall be no bumping.
- 10.3 Absent unforeseeable circumstances, in which case less advance notice may be provided, the Employer shall provide the Union with ten (10) days' advance notice of a reduction in force. During this ten (10) day period, the Employer shall meet with the Union, upon the Union's request, to review the Employer's compliance with the reductions in force procedure set forth in this Article.
- 10.4 In the event of a recall, the above procedure for reductions in force shall be utilized in reverse (*i.e.*, the last Employee laid off shall be the first Employee recalled, etc.).
- 10.5 The Employer will provide telephonic or written notice of recall to an Employee by calling the Employee's last known telephone number provided to the Employer or by mailing such recall notice to the Employee's last known address provided to the Employer. A recalled Employee will have five (5) calendar days after being notified of their recall to report for work, or their seniority will be broken in accordance with Section 7.5(d).
- 10.6 If a laid off full-time Employee is offered recall to a part-time position, they will not forfeit their spot on the recall list by declining the part-time position.
- 10.7 Employees on layoff are expected to provide the Employer with any updates to their contact information.

ARTICLE 11: Discipline and Discharge

- 11.1 The Employer shall have the right to discharge or otherwise discipline Employees for just cause in accordance with the Rules of Conduct set forth in Exhibit B and Employer policies and practices as promulgated from time to time. For purposes of this Article, the Parties agree that if the Employer establishes by a preponderance of the evidence that an Employee has committed any of the offenses set forth in the Rules of Conduct, the Employer has “just cause” to discipline that Employee. The Parties further agree that the appropriate disciplinary penalties for Rule of Conduct violations are set forth in Exhibit B.
- 11.2 The offenses listed as “Category II Offenses” in Exhibit B warrant progressive discipline as follows:
- a. written warning for the first Category II Offense;
 - b. up to a five (5) day unpaid suspension for the second Category II Offense; and
 - c. termination for the third Category II Offense.
- 11.3 The Employer will issue disciplinary action in writing.
- 11.4 The Employer will provide the Union, upon request, with a copy of any written warning.
- 11.5 The Employer will provide the Union with a copy of any suspension or termination.
- 11.6 An Employee is entitled, upon request, to Union representation at each step in the disciplinary process. A request for Union representation shall not unduly delay the administration of discipline by the Employer.
- 11.7 When an Employee reasonably believes an interview with management may result in a determination of discipline, the Employee may ask for a Union representative. Under such circumstance, the Employer will grant the Employee’s request. However, participation by the Union representative will not be permitted to interfere with the Employer’s investigation. No other representative of the Union may be involved in the investigatory interview.
- 11.8 A written warning will not be used as the basis for suspension twelve (12) months after its issuance, unless the Employee commits the same Rule of Conduct violation for which the written warning was issued. A suspension will not be used as the basis for discharge thirty-six (36) months after its issuance, unless the Employee commits the same Rule of Conduct violation for which the suspension was issued.

ARTICLE 12: Grievance Procedure

- 12.1 A “grievance” means a complaint by an Employee or the Union that involves the interpretation of, application of, or compliance with the provisions of this Agreement.
- 12.2 For the purposes of the Grievance Procedure, a “day” means a calendar day, excluding Saturdays, Sundays, and designated holidays on which the Employer is closed.
- 12.3 Nothing herein prevents an Employee from discussing any issue with their supervisor at any time, with or without a Union steward present, prior to initiating a formal grievance.
- 12.4 Any grievance arising under this Agreement shall be processed exclusively in the following manner:
- Step 1. Within seven (7) days of the occurrence giving rise to the grievance or when the grievant should have known of the same, the grievant shall take the grievance up with their immediate supervisor and, if the grievant chooses, a Union steward, at a Step 1 meeting. The parties shall discuss the grievance and make every effort to resolve the grievance at Step 1.
- Step 2. In the event the grievance is not resolved at Step 1, the Union, if it intends to pursue the grievance further, must reduce the grievance to writing and submit it to the appropriate Employer Step 2 representative identified in Exhibit “C” to this Agreement or to that representative’s designee within seven (7) days of the Step 1 meeting. The written grievance must state the specific nature of the grievance, the specific section or sections of the Agreement involved, the specific date or dates involved, and the specific relief requested. After a grievance has been submitted to the appropriate Employer Step 2 representative or designee, a Union representative, the grievant and the appropriate Employer Step 2 representative or designee shall meet within seven (7) days in an attempt to resolve the grievance at Step 2. If the grievance is not resolved at Step 2, the appropriate Employer Step 2 representative or designee shall submit the Employer’s Step 2 answer in writing to the Union within ten (10) days of the Step 2 meeting.
- Step 3. In the event that the Employer’s Step 2 answer is not satisfactory, the Union, if it intends to pursue the grievance further, must submit an appeal in writing to the Employer’s Vice President of Human Resources or designee within seven (7) days of the Union’s receipt of the Step 2 answer. If a timely appeal is submitted, a Step 3 meeting between the USW Staff Representative, the grievant and the Employer’s Vice President of Human Resources or designee shall take place within ten (10) days from the date the Union submits its appeal to Step 3. If the grievance is not resolved at Step 3, the Employer’s Vice President of Human

Resources or designee shall submit the Employer's Step 3 answer in writing to the Union within ten (10) days of the Step 3 meeting.

- 12.5 In the event no settlement is reached by the procedure outlined in Section 12.4, either party may, upon written notice to the other party, request that the matter be submitted to mediation. If the parties mutually agree to mediate, they shall jointly request that a mediator be provided through the Pittsburgh office of the Federal Mediation and Conciliation Service to mediate the dispute. Such mediation shall be non-binding, unless otherwise agreed to by both parties in writing after the mediation has concluded.
- 12.6 In the event no settlement is reached by the procedure outlined in Section 12.4 and the parties do not agree to mediation, or if the dispute is not resolved through mediation, the Union may, upon written notice to the Employer, appeal the grievance to arbitration within ten (10) days after the answer in Step 3 above.
- 12.7 If the grievance is timely appealed to arbitration, the parties shall meet within ten (10) days of the date the written appeal notice is provided in an attempt to mutually agree upon an arbitrator to hear the grievance. If the parties cannot agree upon a mutually acceptable arbitrator, an arbitrator shall be selected from a list of nine (9) submitted to the parties from the Federal Mediation and Conciliation Service, which arbitrators must be members of the National Academy of Arbitrators. The parties will alternately strike names from the panel of arbitrators, with the Union striking first, until a single name remains, and that person will be the arbitrator to decide the grievance.
- 12.8 Once an arbitrator is selected, the arbitration hearing will be scheduled on a date mutually-agreeable between the Parties and the arbitrator, with the Parties recognizing their joint interest in having the dispute promptly heard.
- 12.9 The arbitrator selected under this Article shall have jurisdiction and authority only to interpret or determine compliance with the express provisions of this Agreement. The arbitrator shall have no jurisdiction or authority, by implication or otherwise, to add to, delete from, or alter in any way the provisions of this Agreement. In disciplinary cases, the arbitrator must use the "preponderance of the evidence" standard to determine just cause.
- 12.10 The arbitrator shall render a decision, which shall be final and binding upon the Employer, the Union and the Employee(s) involved. The arbitrator shall issue their decision within thirty (30) days of the hearing, unless such time is extended by mutual agreement of the parties.

- 12.11 The arbitrator's fees, the cost of the meeting room, and any other expenses relating to the arbitration shall be borne equally by both the Employer and the Union. Each party shall be responsible for its own related arbitration costs and expenses, including the compensation of its attendees and witnesses, and its own attorney's fees and costs.
- 12.12 The above grievance procedure may, at the Employer's option, be utilized by the Employer. In the event the Employer elects to file a grievance, it shall be processed commencing at Step 3.
- 12.13 In the event the Union files a grievance over the discharge of an Employee, the grievance shall be processed commencing at Step 3.
- 12.14 The time limits specified herein have been established to provide for proper consideration, action and resolution of a grievance. If an Employee or the Union fails to comply with the established time limits, the grievance shall be considered resolved. If the Employer fails to comply with the established time limits, the grievance may proceed to the next step upon request of the Union.
- 12.15 The time limits specified in this Article may be extended only by mutual written agreement of the parties.

ARTICLE 13: No Strike/No Lockout

- 13.1 During the term of this Agreement, the Union, and its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sympathy strike, sit-down, slow-down, cessation or stoppage of work, boycott, picketing, or other interference with or interruption of work at any of the Employer's operations. Inciting or inducing any such activity shall constitute cause for immediate discharge under this Agreement.
- 13.2 In addition to any other liability, remedy or right provided by applicable law or statute, should such a strike, sympathy strike, sit-down, slow-down, cessation or stoppage of work, boycott, picketing, or other interference with or interruption of work at any of the Employer's operations occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:
- a. Publicly disavow such action by the Employees;
 - b. Advise the Employer in writing that such action by the Employees has not been called or sanctioned by the Union; and
 - c. Notify the Employees of its disapproval of such action and instruct the Employees to cease such action and return to work immediately. The Employer

will provide a list of the Employees it believes are in violation of this Article to the Union.

- 13.3 No Employees will be required to cross a picket line of another union. If another union pickets the Employer, the Employer will provide an alternate entrance for Employees to enter the premises.
- 13.4 During the term of this Agreement, the Employer agrees that it will not engage in any lockout of Employees covered by this Agreement.

ARTICLE 14: Jury Duty

- 14.1 Any Employee who is called for service as a juror shall be excused from work for the days on which they serve. The Employee must notify their supervisor as soon as the Employee is informed of the summons for jury duty service. The Employer may request that an Employee be excused from jury duty if the Employee's services are deemed indispensable to the Employer's operations at that time. An Employee called for service as a juror shall present proof of service upon request from the Employer.
- 14.2 Full-time Employees performing jury duty service shall continue to receive their regular pay during such service.
- 14.3 If a regular part-time Employee or occasional Employee performs jury duty service and, as a result, is unable to work a previously scheduled shift, the regular part-time or occasional Employee will receive their regular pay for any scheduled shift the Employee misses while performing such service.

ARTICLE 15: No Discrimination

- 15.1 No Employee covered by this Agreement shall be discriminated against because of membership in or activities on behalf of the Union.
- 15.2 In the administration of this Agreement, neither the Employer nor the Union shall discriminate against any Employee because of that Employee's race, color, religion, creed, national origin, ancestry, ethnicity, sex (including pregnancy, childbirth and related medical conditions), gender identity or expression, sexual orientation, age, marital status, citizenship status, veteran status, uniformed service member status, physical or mental disability, use of a guide or support animal because of the physical disability of any individual, status as a holder of a general educational development certificate or credential (versus a high school diploma), genetic information (including testing and characteristics) or any other characteristic protected by federal, state or local law.

- 15.3 This Agreement will use gender-neutral language (they/them/theirs).
- 15.4 In order for the Employer to comply with the requirements of the Americans With Disabilities Act of 1990 and the Pennsylvania Human Relations Act, the Union will cooperate with the Employer to make reasonable accommodations for qualified individuals with disabilities. It is recognized that in making reasonable accommodations, arrangements may have to be made that are not consistent with the provisions of this Agreement, including Article 7 (Seniority).

ARTICLE 16: Union Activities

- 16.1 The Employer will provide the Union with one bulletin board to be located at each Museum physical location in a non-work, non-public area. The bulletin board shall be locked at all times. All material to be posted shall be signed by an appropriate Union representative and submitted to the Vice President of Human Resources for posting approval, which approval shall not unreasonably be denied. Material for posting shall be non-derogatory in nature and shall be restricted to official Union notices, such as notices about Union meetings; elections; recreational, educational and/or social events; or other Union matters.
- 16.2 The Employer will recognize stewards and other Local Union leadership as representatives of the Local Union (“stewards”) and the USW Staff Representative as the representative of the USW. The Union will provide the Employer with a written list of stewards and all other Union Representatives.
- 16.3 Union stewards shall be permitted reasonable time off during scheduled shifts, without loss of compensation, to investigate and process grievances and to attend investigatory interviews in accordance with Article 11 (Discipline and Discharge) of this Agreement. Union stewards must first secure the approval of their supervisor before leaving their workstation, which approval shall not be unreasonably withheld.
- 16.4 Union bargaining committee members shall be permitted reasonable time off during scheduled shifts to attend bargaining sessions. Union bargaining committee members must first secure the approval of their supervisor before leaving their workstation, which approval shall not be unreasonably withheld. Union bargaining committee members will not be paid by the Employer for time spent attending bargaining sessions or for time spent otherwise relating to bargaining.
- 16.5 Subject to staffing needs, Union stewards shall be entitled to a leave without pay of one (1) day off each calendar year from the Employer to attend Union steward training. The Union must notify the Employer at least thirty (30) days in advance of such training and approval to attend such training shall not be unreasonably withheld.

- 16.6 Subject to staffing needs, one (1) Union representative from each Museum may be entitled to time off without pay of up to two (2) days each calendar year to attend Union conferences. To request such time off, the Union must seek approval in writing from the Employer at least thirty (30) days prior to the conference. Such approval shall not be unreasonably withheld.
- 16.7 No official Union meetings shall be held on the premises of the Employer without the Employer's express permission.
- 16.8 Representatives of the Union who are not employees of the Employer may not enter the non-public areas of the Employer's premises without prior written authorization from the Employer's Vice President of Human Resources or designee.

ARTICLE 17: Uniforms

- 17.1 Employees who wear uniforms designated by the Employer must be dressed in their uniforms and ready for work when their scheduled shift begins.
- 17.2 Employees shall not be paid for any time spent dressing for work and undressing from their uniforms after the end of their scheduled shift.

ARTICLE 18: Family and Medical Leave

The Employer's Family and Medical Leave policy attached as Exhibit D to this Agreement shall apply to eligible Employees covered by this Agreement.

ARTICLE 19: Military Service

- 19.1 The reemployment rights of Employees who are now or may later be in military service and the duties of the Employer in relation to them shall be governed by the applicable provisions of federal and state law.
- 19.2 In all cases where Employees are reinstated in accordance with the above provisions, the Employer shall have the right to make necessary adjustments or reductions in the operating force, consistent with the terms of this Agreement.

ARTICLE 20: Miscellaneous

- 20.1 **All Staff Meetings**
- a. When the Employer holds a meeting for all staff at a museum location (Museum-wide all-staff meeting) or across CMP (CMP-wide all-staff meeting), subject to

staffing needs, Employees who are scheduled to work will be invited to attend the meeting.

- b. Employees attending an all-staff meeting shall attend the meeting at their primary museum location.
- c. The Employer will post minutes of the all-staff meeting on a bulletin board in each museum location after the meeting.

20.2 **Email Accounts**

- a. The Employer will provide an Employer email account to each Employee.
- b. If the Employer email account is not used by the Employee for six (6) months, the Employer will shut it off.
- c. Employees must comply with all Employer policies in using the email account.
- d. Employees shall not use their Employer email account when they are not on work time.

20.3 **Employee ID Badges**

- a. The Employer will issue Employees an employee ID badge upon their hire, at no cost to the Employee. The badge will include the Employee's legal last name. First names can be shortened or replaced with a chosen name on the badge.
- b. When an Employee has a legal name change, they must provide this information to Human Resources, and a badge with a new legal name will be issued. Employees will only be issued one badge at a time.
- c. If an Employee moves from one museum location to another due to a change in position, the Employee must turn in their current badge and they will be issued a new badge at no cost to the Employee. A new badge will not be issued until the current badge is turned in, unless the badge is lost.
- d. If an Employee loses their badge, they must immediately notify Human Resources and inform Human Resources of this fact. If the Employee does so, they will be issued a new badge one (1) time, free of charge. If an Employee loses their badge again, the Employee will be charged the replacement cost for the badge.

20.4 **Intranet Access**

Employees will have access to COMPASS or other Employer intranet.

20.5 **Job Descriptions and Job Duties**

- a. The Employer shall maintain job descriptions for all positions covered by this Agreement. Job descriptions shall be accessible via the Employer's HRIS system.

- b. Job descriptions are intended to summarize the essential duties of the position; they are not intended to be all inclusive.
- c. The Employer may revise a job description as it deems necessary. When the Employer revises a job description, it will provide the Union with ten (10) days' advance notice and, upon request, will meet and discuss the revisions with the Union.
- d. Notwithstanding the job description, an Employee shall perform all duties assigned by their supervisor.
- e. If an Employee is regularly assigned duties beyond the scope of the position, the Union may request a meeting to discuss.

20.6 **Performance Evaluations**

- a. The Employer may conduct an annual performance evaluation of all non-probationary full-time and regular part-time Employees covered by this Agreement.
- b. If conducted, the annual performance evaluation shall be conducted within a time window determined by the Employer.
- c. The annual performance evaluation is intended to evaluate the Employee's job performance over the last year, set goals and expectations for the upcoming year, and discuss opportunities for professional development and advancement.
- d. Upon receipt of the annual performance evaluation, an Employee may submit written comments responding to the review. Both the annual performance evaluation and Employee comments will be included in the Employee's personnel file.
- e. The annual performance evaluation may not be challenged through the Grievance Procedure.

20.7 **Personnel Files**

The Employer's Personnel File Records Policy attached as Exhibit E to this Agreement shall apply to the Employees.

ARTICLE 21: Health and Safety

- 21.1 The Employer will provide a safe and healthful workplace in accordance with applicable local, state, and federal laws or regulations.

- 21.2 The Employer will provide training to Employees so that they may safely perform their jobs. The Employer shall determine the content and frequency of the training. The training shall be conducted during work time and Employees will be paid for attending the training.
- 21.3 The Employer will provide Employees with the equipment necessary to safely perform their jobs. This includes maintaining such equipment in good working order and, when required for the position, personal protective equipment. If an Employee has a concern about any equipment provided by the Employer, the Employee shall raise the issue with their supervisor, the Director of Safety or designee, and/or Human Resources. The Employer retains final discretion to determine the equipment to be utilized and if it is in good working order and whether personal protective equipment is required for a position.
- 21.4 The Local Union will have a seat on the CMP Safety Committee and on any health and safety or crisis management committee at any component.
- 21.5 The Employer will not take disciplinary action against an Employee who has reported a legitimate health and safety concern because of that report. A legitimate health and safety concern includes a report of suspected defects in equipment or unsafe conditions, including security concerns. The Parties recognize that Employees are expected to work now, grieve later. Nevertheless, an Employee will not be required to work if an abnormally dangerous condition exists in their workplace.
- 21.6 If an Employee reasonably believes that an abnormally dangerous condition exists, they must immediately notify their supervisor, the Director of Safety or designee, and/or Human Resources before withholding work. In such event, the supervisor, the Director of Safety or designee, and/or Human Resources will promptly investigate and determine if an abnormally dangerous condition exists. If it does, the Employee will not be required to perform work until the condition is remedied.
- 21.7 The Employer will endeavor to provide affected Employees with at least 24 hours' advance notice of any painting, carpeting, or construction in their offices, break areas, or highly trafficked areas. This provision is not intended to provide notice of painting, carpeting, or construction in gallery or exhibition spaces.
- 21.8 The Employer will provide first aid supplies at each Museum.

ARTICLE 22: Joint Labor-Management Committee

- 22.1 Within three (3) months of the effective date of this Agreement, the parties will establish a joint labor-management committee. The purpose of the committee is to discuss issues affecting labor-management relations in a sincere attempt to find solutions to common problems.

- 22.2 The joint labor-management committee shall meet at least semi-annually for up to two (2) hours, but may meet more often by mutual agreement.
- 22.3 The committee will be comprised of no more than five (5) representatives designated by the Union and five (5) representatives designated by the Employer.
- 22.4 Each party shall designate a co-chairperson of the committee.
- 22.5 Agenda items for the committee meetings will be established at the prior meeting. Additional items for the agenda must be submitted no later than one (1) week prior to the meeting. Matters to be discussed in these meetings shall be confined to those included in the agenda unless additional items are agreed upon by both parties.
- 22.6 Neither party shall have the right to arbitrate any matter addressed in the meetings of the joint labor-management committee, unless addressed by another provision of this Agreement.

ARTICLE 23: Sick Time

- 23.1 The Employer's Paid Sick Time policy, as may be amended from time to time, shall apply to the Employees covered by this Agreement.
- 23.2 Accrued, but unused paid sick time for regular part-time and occasional Employees carries over from year-to-year up to a maximum of 80 hours.

ARTICLE 24: Vacation

- 24.1 Full-time Employees are entitled to paid vacation in accordance with this Article. Paid vacation for such Employees is accrued for each full calendar month of full-time employment from January 1 through December 31 of each year. If a full-time Employee does not work a full calendar month, they will not accrue paid vacation for that month unless their absence from work is due to paid time off under the provisions of this Agreement.
- 24.2 Vacation benefits will not accrue while a full-time Employee is on an unpaid leave of absence, unless the leave of absence is covered under the Employer's Family and Medical Leave Act policy.
- 24.3 Vacation Categories.
 - a. Category I: Each full-time Employee hired prior to May 18, 2023, who was designated as a Category I Employee under the Employer's Vacation policy, shall earn vacation at the rate of ten (10) days per year for the first five (5) years of continuous full-time

employment. Category I Employees who have worked continuously for five (5) years but less than ten (10) years shall earn vacation at the rate of fifteen (15) days per year. Category I Employees who have worked continuously for ten (10) years but less than twenty (20) years shall earn vacation at the rate of twenty (20) days per year. Category I Employees with twenty (20) years or more of continuous service shall earn vacation at the rate of twenty-five (25) days per year.

b. Category II: Each full-time Employee hired prior to May 18, 2023, who was designated as a Category II Employee under the Employer's Vacation policy, shall earn vacation at the rate of fifteen (15) days per year for the first ten (10) years of continuous full-time employment. Category II Employees who have worked continuously for ten (10) years but less than twenty (20) years shall earn vacation at the rate of twenty (20) days per year. Category II Employees with twenty (20) years or more of continuous service shall earn vacation at the rate of twenty-five (25) days per year.

c. Category III: Each full-time Employee hired prior to May 18, 2023, who was designated as a Category III Employee under the Employer's Vacation policy, shall earn vacation at the rate of twenty (20) days per year for the first twenty (20) years of continuous full-time employment. Category III Employees with twenty (20) years or more of continuous service shall earn vacation at the rate of twenty-five (25) days per year.

24.4 Full-time Employees hired on or after May 18, 2023, shall earn vacation at the rate of ten (10) days per year for the first five (5) years of continuous full-time employment. Full-time Employees hired on or after May 18, 2023, who have worked continuously for five (5) years but less than ten (10) years, shall earn vacation at the rate of fifteen (15) days per year. Full-time Employees hired on or after May 18, 2023, who have worked continuously for ten (10) years but less than twenty (20) years, shall earn vacation at the rate of twenty (20) days per year.

24.5 Full-time Employees hired on or after May 18, 2023, with twenty (20) years or more of continuous service, shall earn vacation at the rate of twenty-five (25) days per year.

24.6 The following tables set forth the vacation allotment for partial years and transition years:

TABLE A – PARTIAL YEARS

Full Months Completed from January 1 through December 31	Annual Vacation Allotment				days per year
	<u>10</u>	<u>15</u>	<u>20</u>	<u>25</u>	
1 month	1	1.5	1.5	2	days per year
2 months	1.5	2.5	3.5	4	days per year
3 months	2.5	3.5	5	6	days per year
4 months	3.5	5	6.5	8	days per year
5 months	4	6	8.5	10	days per year
6 months	5	7.5	10	12	days per year
7 months	6	8.5	11.5	14	days per year
8 months	6.5	10	13.5	16	days per year
9 months	7.5	11	15	18	days per year
10 months	8.5	12.5	16.5	20	days per year
11 months	9	13.5	18.5	22	days per year
12 months	10	15	20	25	days per year

TABLE B – TRANSITION YEARS

When Service Date Falls Within the Period	<u>10 to 15 Days</u>	<u>15 to 20 Days</u>	<u>20 to 25 Days</u>
1/2 to 2/1	14.5	19.5	24.5
2/2 to 3/1	14	19	24
3/2 to 4/1	14	19	24
4/2 to 5/1	13.5	18.5	23.5
5/2 to 6/1	13	18	23
6/2 to 7/1	12.5	17.5	22.5
7/2 to 8/1	12	17	22
8/2 to 9/1	11.5	16.5	21.5
9/2 to 10/1	11	16.5	21.5
10/2 to 11/1	11	16	21
11/2 to 12/1	10.5	15.5	20.5
12/2 to 1/1	10	15	20

24.9 The vacation period shall be from January 1 through December 31 of each year.

- 24.10 Vacation eligibility shall be determined by the Employee's anniversary date of full-time employment.
- 24.11 All vacation time must be scheduled in advance and have prior supervisory approval, in writing.
- 24.12 Employees taking vacation prior to it being earned do so with the understanding that payment will be recovered at the time of termination for vacation days which have been taken which are in excess of the number of vacation days earned.
- 24.13 Vacation pay for each day of vacation shall be equivalent to the hours the full-time Employee is regularly scheduled to work (*i.e.*, seven and one-half (7 ½) hours for a full-time Employee regularly scheduled to work a 7 ½ hour work day; or eight (8) hours for a full-time Employee regularly scheduled to work an 8 hour work day), at the Employee's regular straight-time hourly wage rate that is in effect at the time the vacation is taken.
- 24.14 When a paid holiday occurs while a full-time Employee is on paid vacation, the Employee will be given an alternate day of vacation. This alternate day must be scheduled in advance and approved, in writing, by the Employee's supervisor.
- 24.15 In the event a full-time Employee is hospitalized while on paid vacation, the time in the hospital will, with the supervisor's written approval, be charged against any available paid sick time instead of against paid vacation.
- 24.16 In the event of the death of a relative identified in Article 35 (Bereavement) occurring while a full-time Employee is on paid vacation, the time off may, with the supervisor's written approval, be charged against bereavement leave instead of against paid vacation.
- 24.17 Unused vacation may not be carried over into the following calendar year unless due to unforeseeable circumstances, and must be approved in advance and in writing by the applicable Vice President.
- 24.18 Employees will not be paid for any vacation time not used during the vacation period.
- 24.19 An Employee providing the Employer with notice of their resignation may not utilize vacation time or floating holidays in the notice period prior to the resignation date. Employees are expected to give a minimum of two (2) weeks' notice in advance of resignation.
- 24.20 If a full-time Employee converts to part-time status, the Employer will pay out any accrued but unused vacation time to the Employee in the next payroll period after the conversion.

