

AGREEMENT

BETWEEN

COMMONWEALTH OF PENNSYLVANIA

AND

SEIU LOCAL 668

July 1, 2015 to June 30, 2016

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ARTICLE 1 RECOGNITION

Section 1. The Union is recognized as the exclusive representative for collective bargaining purposes for employees within the classifications established by a certification of the Pennsylvania Labor Relations Board, dated January 4, 1972, Case No. PERA-R-1278-C, as amended.

Section 2. The term employee when used in this Agreement is defined as those persons in the positions and classifications covered by the certification referred to in Section 1 of this Article and is intended to include UC Claims Intermittent Intake Interviewers employed by the Department of Labor and Industry and Energy Assistance Workers in the Department of Human Services, unless so stated.

ARTICLE 2 UNION SECURITY

Section 1. Each employee who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member after that date shall maintain membership in the Union, provided that such employee may resign from the Union, in accordance with the following procedure:

a. The employee shall send a certified letter (Return Receipt Requested) of resignation to the headquarters of the Union and a copy of the letter to the employee's agency. The official membership card, if available, shall accompany the letter of resignation.

b. The letter referred to in a. above shall be post-marked 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.

Section 2. The Employer and the Union hereby agree that all non-members of the Union shall be subject to a fair share fee as provided for in Act 84 of 1988 (Senate Bill 291) and any amendments thereto.

Section 3. a. The Employer shall furnish each new employee with a copy of this Agreement together with an authorization card for dues payroll deduction and a packet of informational material; provided, however, the Union has furnished the Employer with sufficient copies of the Agreement containing the authorization for dues deduction as well as sufficient copies of the informational material. The Employer shall have the right to inspect the informational material and shall also retain the right to refuse to distribute the informational material if, in the Employer's opinion, the informational material contains derogatory statements or statements detrimental to the labor-management relationship. Additionally, if the Employer determines that the distribution of the informational material becomes an administrative burden, the Employer shall

have the right to withdraw its participation.

b. The Union shall be given the opportunity to access new employees during the agency orientation process.

Section 4. At correctional institutions and hospitals, the Employer will make available to the Union representatives a list of all new hires within the bargaining unit. Such lists shall be provided on a monthly basis or at intervals determined by discussion between the Union and the institutional representatives.

Upon written request of the Union, on a monthly basis, the Employer shall provide a statewide list of all employees who have been hired, including their work locations and most recent date of hire.

ARTICLE 3 DUES DEDUCTION

Section 1. The Employer agrees to deduct the Union membership dues, an annual assessment, and an initiation fee, from the pay of those employees who individually request in writing that such deductions be made. The signature of the employee on a properly completed Union dues deduction authorization card shall constitute the only necessary authorization to begin payroll deductions of said dues. The Union shall certify to the Employer the rate at which Union dues are to be deducted, and dues at this rate shall be deducted from all compensation paid. The aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made. Except as otherwise provided in Article 2 of this Agreement, the authorization shall be irrevocable during the term of this Agreement. When revoked by the employee in accordance with Article 2, the agency shall halt the check-off of dues effective the first full pay period following the expiration of this Agreement.

Section 2. The employee's written authorization for dues payroll deductions shall contain the employee's name, social security number, agency in which employed, work location (institution, district, bureau, etc.), Union name and local number.

Section 3. The Employer further agrees to deduct a fair share fee from all compensation paid to all employees in the bargaining unit who are not members of the Union.

Authorization from non-members to deduct fair share fees shall not be required. The amounts to be deducted shall be certified to the Employer by the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month after such deductions are made.

Section 4. Where an employee has been suspended, furloughed or discharged and subsequently returned to work, with full or partial back pay, the Employer shall, in the manner outlined in Sections 1 and 3 above, deduct the Union membership dues and fair share fees that are due and owing for the period for which the employee receives back pay. Dues deductions and fair share fees will be resumed for employees upon their return from a leave of absence without pay, recall from furlough, recall of a UC Claims Intermittent Intake Interviewer from no pay status or placement into a permanent, temporary, emergency, provisional or UC Claims Intermittent Intake Interviewer position.

Section 5. The dues deduction and fair share fee provisions of this Article shall continue to pertain and be complied with by the Employer with regard to those employees who are promoted into the unit of first level supervisors represented by the Union.

Section 6. The Employer shall continue to provide through electronic data transfer, at no cost to the Union, the personnel and the payroll data which are currently provided.

Section 7. The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 4 CREDIT UNION

Section 1. The Employer agrees to make payroll deductions available to employees who wish to participate in the State Employees Credit Union, as designated by the Union, and any one of the Credit Unions duly chartered under State or Federal statutes and approved by the Employer.

Section 2. The Employer shall remit the deductions of employees together with an itemized statement to the applicable Credit Union designated under Section 1 above within 30 days following the end of the calendar month in which deductions were made.

Section 3. a. The Employer shall establish rules, procedures and forms which it deems necessary to extend payroll deductions for Credit Union purposes.

b. Payroll deduction authorization forms for Credit Union purposes must be executed by and between the employee and an official of the credit union.

Section 4. The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Article.

Section 5. The Employer agrees to meet and discuss, at the request of the Union, concerning recommendations regarding the transfer of money to the State Employees Credit Union as well as the beginning and ending of Credit Union contributions.

ARTICLE 5 PAYROLL DEDUCTIONS

Section 1. In the event the Union establishes a Health and Welfare Fund providing benefits to all employees covered by this Agreement, the Employer agrees to "meet and discuss" as provided in Act 195 to consider employee payroll deductions for said Health and Welfare Fund.

Section 2. The Employer agrees to deduct from the paycheck of employees covered by this Agreement voluntary contributions to the Union's Political Action Committee. The Employer shall make such deductions only in accordance with the written authorization of respective employees which shall specify the amount, frequency and duration of the deductions.

The Employer shall transmit the monies deducted in accordance with this Section to the Union's Political Action Committee, in accordance with the written direction of the Union.

The Union shall reimburse the Employer for the Employer's actual cost for the expenses incurred in administering this Section.

The Union shall indemnify and hold the Commonwealth harmless against all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 6 HOURS OF WORK

Section 1. The work week shall consist of five consecutive work days in a pre-established work schedule except for employees in seven-day operations.

Section 2. The work day shall consist of any 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 7.5 or 8 work hours within a work day.

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. a. Work schedules showing the employees' shifts, work days, and hours shall be posted on applicable departmental bulletin boards at the work site. Except for emergencies, changes will be posted two weeks in advance.

b. Where changes are to be made by the Employer for other than emergency reasons, or where schedules are to be adopted for new programs, the Employer agrees to meet and discuss with the Union prior to the implementation of such changes or schedules.

c. An employee whose regular work schedule is Monday through Friday throughout the year shall not have his/her work schedule changed to other than a Monday through Friday schedule except for a legitimate operational reason which is not arbitrary or capricious.

The Department of Human Services, Office of Income Maintenance, the Department of Labor and Industry and the Department of Corrections, in order to meet new regular, reoccurring service delivery requirements, may establish six and/or seven day operations. To meet these operational requirements on a non-overtime basis, work schedules other than Monday through Friday may be established after negotiating with the Statewide Union. If no agreement is reached, the Commonwealth may submit its proposed schedule to expedited arbitration. The arbitrator will determine if the proposed schedule is a reasonable good faith effort to meet operational needs. The Union will not be permitted to raise as an issue avoidance of overtime at the arbitration.

Section 6. a. Employees engaged in seven-day operations are defined as those employees working in any activity for which there is regularly scheduled employment for seven days a week. Except for Youth Development Centers and Youth Forestry Camps, the work week for seven day operations shall consist of any five consecutive days within a seven calendar day period except where employees have historically been regularly scheduled for seven days a week. In such cases of regularly scheduled employment for seven days per week, the work week shall consist of any five days within a consecutive seven calendar day period.

b. For employees of Youth Development Centers and Youth Forestry Camps in the Department of Human Services, the work schedule shall consist of any ten (10) days within a consecutive fourteen (14) calendar day period.

c. Employees engaged in seven day operations will not be scheduled for more than two (2) consecutive weekends except in cases where the Employer and the Union agree.

Section 7. 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 three shifts or their equivalent unless a scheduled day or days off intervene between such shift change.

Section 8. a. Local Union and management representatives at all locations may agree to work schedules that may be at variance with the specific provisions of this Agreement provided such work schedules are approved, in writing, by the Local Union representative, the appropriate PSSU representative, the appropriate facility/location head, the agency, and the Office of Administration. Within 75 working days after receipt by the Agency for approval, the Agency shall return the work schedules to the local level parties for additional work/clarification or to the Office of Administration for their review and/or approval. Failure to do so will permit the proper PSSU official to submit the work schedules to the Office of Administration for review and/or approval. Such local agreement may include but need not be limited to alternative work schedules, schedules providing for every other weekend off, four day work weeks, flex-time, 10 consecutive work days, weekend and evening work, and the use of seniority for bidding on work days and hours, subject to management's responsibility to maintain efficient operations. Both parties will work diligently to reach an agreement at the local level. Prior to the establishment of any schedule under this Section, the Union shall be required to prove a reasonable expectation that the schedule will improve the Employer's operational efficiency and/or service to its clients, and the quality of work life of employees.

b. It is understood that recommendations submitted in accordance with a. above shall not be unreasonably denied provided that none of the conditions of Subsection e. below have been violated.

c. Failing to reach agreement, the Union may submit the proposed schedule to a three-person committee of representatives from the affected agency, Office of Administration and PSSU. If the Committee is unable to reach an agreement, the dispute may be submitted to advisory arbitration where the burden of proof shall be upon the Union. The tripartite panel will consist of one representative of the Office of Administration, one representative of PSSU and a mutually agreed upon arbitrator.

d. Nothing herein will impair or limit the Employer's rights to schedule employees as set forth in this Agreement.

e. No schedule may:

- (1) increase costs of operation
- (2) increase current complement
- (3) affect the Employer's ability to meet criteria for accreditation and/or certification

- (4) adversely impact the efficiency of affected operations, nor standards of service
- (5) contain an unreasonable number of work schedules

The Employer may cancel an alternate work schedule, schedule providing for every other weekend off or flextime schedule upon a minimum of 15 days notice to the Union, when the Employer reasonably determines that the purpose or conditions set forth above are not being met or that the criteria used to initiate the alternate work schedule, schedule providing for every other weekend off or flextime schedule have materially changed. If the Union submits the Employer's cancellation of a schedule to the resolution process described above, the burden of proof shall be on the Employer.

f. Representatives from the Office of Administration and PSSU shall meet and discuss in an attempt to draft standardized language and/or schedules that can be utilized to develop these scheduling arrangements.

g. All discussions conducted pursuant to this Section shall be in accordance with the meet and discuss provisions of this Agreement.

Section 9. The Employer supports the concept of job sharing. The Employer agrees to meet and discuss at appropriate levels upon the request of the Union. It is understood that if mutual agreement is reached, all benefits of one full time permanent worker shall be prorated between the two job sharers in accordance with current practices for part-time employees. Such employees shall be allowed to return to full-time positions within their classification when the positions become available in preference over new hires and other employees who have promotional rights to those positions.

Section 10. The provisions of this Article shall not apply to UC Claims Intermittent Intake Interviewers.

ARTICLE 7 REST PERIODS

Section 1. An employee shall be permitted a fifteen-minute paid rest period (uninterrupted) during each one-half work shift provided the employee works a minimum of three hours in that one-half work shift. The rest period shall be scheduled and taken whenever possible at the middle of such one-half shift. The Employer, however, shall be able to vary the scheduling of such period when, in its opinion, the demands of work require such variance.

Section 2. Employees who work, without interruption, beyond their regular shifts for at least one hour shall receive a fifteen minute rest period and shall thereafter receive a fifteen minute rest period for each additional two hours of such work unless at the end of such two-hour period his/her work is completed. If the employee takes a meal period at the expiration of his/her normal work day, then he/she shall thereafter be given a fifteen minute rest period for each additional two hours of such work unless at the end of such two-hour period his/her work is completed.

Section 3. The scheduling of rest periods immediately before or after meal periods is permissible where the employee and the Employer agree to such a practice.

ARTICLE 8 MEAL PERIODS

Section 1. All employees shall be granted a duty free meal period, during the third to fifth hours, inclusive, of their work day. This shall not restrict the Employer's right to require an employee to remain on duty through his/her meal period or to recall an employee during any part of his/her meal period and compensate the employee as provided for in Section 7 of Article 21. Required hours of work during a work day shall be exclusive of this period.

Section 2. If an employee is required to work more than two hours beyond his/her regular quitting time, the employee will be allowed a meal period at the end of the initial two hour period or sooner. In addition, the employee will be allowed a meal period for each four hours worked beyond each meal period. If an employee works more than two (2) hours after his/her scheduled quitting time and has not had notice of such work requirement at least two (2) hours before commencement of his/her regular shift, the Employer shall furnish a meal or compensate the employee for a meal in an amount actually expended and not to exceed \$8.00.

Section 3. With the prior written approval of the first-level of management at the work site, employees may be allowed to utilize one-half of the time provided for the meal period to effect either a later reporting time at the beginning of the shift or an earlier dismissal time at the end of the shift. Such requests shall be considered on an individual by individual basis. However, it is understood and agreed that the approval of such request is at the sole discretion of the Employer.

ARTICLE 9
EATING AND SANITARY FACILITIES

Section 1. The Employer shall provide adequate eating and sanitary facilities at all permanent state-owned or leased locations, which shall be properly heated and ventilated.

Section 2. Vending machines for beverages shall be provided at institutional sites where meal facilities are not available at all times. The Union may meet with authorized personnel of the various institutions to discuss the possible increase in items that may be furnished through vending machines. Additional vending machines may be installed in existing or new locations when feasible, providing that existing vendor contracts permit the installation of additional vending machines and that arrangements can be made to do so at no cost to the Employer.

Section 3. The Employer agrees to meet and discuss at the request of the Union regarding the standards for eating and sanitary facilities to be included in the specifications for state-owned or leased buildings.

ARTICLE 10
HOLIDAYS

Section 1. The following days shall be recognized as holidays:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

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 normal 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.

Section 2. A permanent full-time employee on a Monday through Friday work week or a UC Claims Intermittent Intake Interviewer, shall be paid for any holiday listed in Section 1 of this Article, provided the employee or UC Claims Intermittent Intake Interviewer, was scheduled to work on that day and if the employee or UC Claims Intermittent Intake Interviewer was in an active pay status on the afternoon of the scheduled work day immediately prior and the morning of the scheduled work day immediately subsequent thereto. If a holiday occurs while employees are on leave without pay under Article 17, Section 3, they shall be paid for the holiday provided the employees were in an active pay status the last half of their scheduled work day immediately prior and the first half of their scheduled work day immediately subsequent to the leave without pay.

If a holiday is observed while a permanent full-time employee is on paid leave status, the employee will receive holiday pay and the day will not be charged against other paid leave credits.

Full-time permanent employees working other than a regular Monday through Friday work week shall be guaranteed the same number of days off with pay equal to the number of paid holidays received by the employees on the regular Monday through Friday schedule, subject to the same entitlement requirement.

A UC Claims Intermittent Intake Interviewer in no pay status shall not be entitled to holiday pay.

Section 3. If a permanent full-time employee or UC Claims Intermittent Intake Interviewer, works on any of the holidays set forth in Section 1 of this Article, except the day after Thanksgiving, the employee shall be compensated at one and one-half times the employee's regular hourly rate of pay for all hours worked on said holiday. In addition, the employee shall receive paid time off for all hours worked on a holiday but not to exceed the hours in the employee's regular work shift.

Employees will be permitted to use paid time off earned for working scheduled holidays within 60 days succeeding the designated holiday. If such scheduling is not possible, the scheduling period shall be extended 60 days, regardless of the calendar year. The employees may select the date on which they shall utilize their paid time off provided they have given the Employer three weeks notice and the Employer will respect the requested selection time as long as it is not detrimental to the efficiency of the operation. If the employee is not granted such paid time off in accordance with the above provisions, the employee shall be compensated at his/her regular rate of pay in lieu of such paid time off. Available paid time off may be used by the employee for an emergency.

Section 4. If a permanent full-time employee or UC Claims Intermittent Intake Interviewer works on the day after Thanksgiving, the employee shall be compensated at the employee's regular hourly rate of pay for all hours worked on said holiday. In addition, the employee shall receive paid time off for all hours worked on the day after Thanksgiving but not to exceed the hours in the employee's regular work shift.

Section 5. Whenever the Employer declares a special holiday or part holiday for all employees under the Employer's jurisdiction, all permanent full-time employees including UC Claims Intermittent Intake Interviewers who are required to work on the day on which such holiday hours occur shall receive time off with pay for all hours worked equivalent to the number of hours in the employee's normal work shift if a full holiday is declared, or a pro rata share of the normal work shift if a partial holiday is declared. The Employer shall have the option of paying the employee his/her regular hourly rate of pay in lieu of such equivalent time off with pay.

Section 6. When an employee's work shift overlaps the calendar day, the first shift of the employee in which 50% or more of the time occurs on the applicable holiday shall be considered in the holiday period and the holiday period shall end 24 hours after the commencement of that shift.

Section 7. Permanent part-time employees shall receive holidays on a pro rata basis. Employees, at the option of the Employer, shall receive either prorated paid leave or shall be paid at their regular hourly rate of pay in lieu of such paid leave.

Permanent part-time employees shall be compensated at one and one-half times their regular hourly rate of pay for all hours worked on a holiday set forth in Section 1 above.

Section 8. In no event shall an employee be entitled to duplicate holiday payment. Time worked on holidays during an employee's regular shift shall not be excluded from hours worked for the purposes of determining eligibility for overtime pay under Section 1 of Article 21 of this Agreement.

Section 9. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked.

Section 10. When it is necessary to schedule employees in this unit to work on a holiday listed in Section 1 of this Article, the Employer shall first seek to obtain volunteers from among employees in the same job classification at the work site beginning with the most senior employee. In the event that sufficient volunteers are not available, the Employer shall have the right to assign such work on a non-volunteer basis beginning with the least senior of those employees in the same job classification at the work site who have not worked a holiday on an involuntary basis. Volunteers may be passed over in order to insure that all employees have an equal opportunity to work holidays.

Section 11. UC Claims Intermittent Intake Interviewers shall not be entitled to utilize paid time off earned in accordance with the applicable provisions of this Article during periods of no pay status.

Section 12. Effective as soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, Personal Leave, Compensatory Leave, Holiday Leave and Sick Leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash.

In the event that any participant (in the leave payout plan) also participates in the Pennsylvania State System of Higher Education Alternative Retirement Plan (the "ARP"), contributions to this (leave payout) plan shall be allowed for any plan year only to the extent such contributions will not cause the limitations contained in Code Sections 402(g), 414(v) or 415 to be exceeded for the plan year when such contributions are aggregated with contributions made to the ARP on behalf of the participant.

ARTICLE 11 PERSONAL LEAVE DAYS

Section 1. All permanent full-time employees will be eligible for paid personal leave days as follows:

- a. One paid personal leave day will be earned in the employee's first calendar year of employment provided the employee has 150 hours (37.5 hour workweek) or 160 hours (40 hour workweek) in an active pay status in the calendar year.
- b. One paid personal leave day per one-half calendar year will be earned in the employee's second calendar year of employment, provided the employee has 150 hours (37.5 hour workweek) or 160 hours (40 hour workweek) in an active pay status in each one-half calendar year.
- c. One paid personal leave day per calendar quarter will be earned in the employee's third and subsequent years of employment, provided the employee has 150 hours (37.5 hour workweek) or 160 hours (40 hour workweek) in an active pay status in each one-quarter calendar year.
- d. Employees shall be eligible for one additional personal leave day to be earned in the first calendar quarter provided the requirements of Article 12, Section 15 are met.

- e. Leave service credit earned during all periods of Commonwealth employment will be used to determine whether, for the purposes of this Section, an employee is in the first calendar year of employment, the second calendar year of employment, or the third and subsequent years of employment.

Section 2. Personal leave shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. Management shall not unreasonably deny such requests based on arbitrarily established numerical formulas. If the nature of the work makes it necessary to limit the number of employees on personal leave at the same time, the employee with the greatest bargaining unit seniority with the Employer shall be given a choice of personal leave in the event of any conflict in selection. Where reasonable opportunities are available for selection of personal leave on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period.

Requests for emergency personal leave will be entertained at any time with the understanding that an employee may be required to substantiate the emergency nature of the request and that further, it may be necessary, in order to accommodate the emergency, to reschedule requests of other employees for personal, holiday, compensatory leave and/or annual leave not scheduled during a selection period.

Requests for a full day (7.5 or 8.0 hours) of unscheduled, extraordinary personal leave will be reviewed for approval. Employees will not be required to substantiate the need for the extraordinary absence; however, absence requests may be denied if such absence would create significant or serious operational impacts. Unscheduled, extraordinary personal leave is limited to two days per year (15.0 or 16.0 hours), and the first two days of such unscheduled absences will be recorded as extraordinary personal leave.

An employee on an alternate work schedule may request and receive approval for extraordinary personal leave for a workday other than a 7.5 or 8.0 hour shift. In such instance, the entire shift shall be considered as extraordinary personal leave as long as the employee has a sufficient number of hours in his/her 15.0 or 16.0 hour allotment to cover the absence. Use of extraordinary personal leave on workdays for which there is an insufficient number of hours in the allotment to cover the full alternate work schedule shift will be limited to the available number of such hours.

Section 3. Personal leave to which an employee may become entitled during the calendar year may be granted at the Employer's discretion before it is earned. An employee who is permitted to anticipate such leave and who subsequently terminates employment shall reimburse the Employer for those days of personal leave used but not earned.

Section 4. Personal leave days shall be noncumulative from calendar year to calendar year. However, employees will be permitted to carry over personal leave days into the first seven (7) pay periods of the next calendar year. Any days carried over in accordance with this Section

which are not scheduled and used during the first seven (7) pay periods of the next calendar year will be lost.

Section 5. An employee who becomes ill while on personal leave will not be charged personal leave for the period of illness provided he/she furnishes satisfactory proof of such illness to the Employer upon his/her return to work.

Section 6. All permanent part-time employees shall receive personal leave days on a pro rata basis calculated to the nearest half day, provided they are in an active pay status a percentage of 150 hours (37.5 hour workweek) or 160 hours (40 hour workweek) equal to the percentage of hours normally worked in a biweekly pay period during the earning periods specified in Section 1 above.

Section 7. Effective as soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees age 55 or over who separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, Personal Leave, Compensatory Leave, Holiday Leave and Sick Leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash.

In the event that any participant (in the leave payout plan) also participates in the Pennsylvania State System of Higher Education Alternative Retirement Plan (the "ARP"), contributions to this (leave payout) plan shall be allowed for any plan year only to the extent such contributions will not cause the limitations contained in Code Sections 402(g), 414(v) or 415 to be exceeded for the plan year when such contributions are aggregated with contributions made to the ARP on behalf of the participant.

Section 8. a. A UC Claims Intermittent Intake Interviewer working in the Department of Labor and Industry must have 150 hours in an active pay status in each one-quarter calendar year in order to earn the personal leave entitlement under Section 1 above and in accordance with the following:

- (1) During the first calendar year of employment, a UC Claims Intermittent Intake Interviewer must have 150 hours in an active status;
- (2) During the second calendar year of employment, a UC Claims Intermittent Intake Interviewer must have 150 hours in an active status in each one-half calendar year;
- (3) During the third and subsequent calendar years of employment, a UC Claims Intermittent Intake Interviewer must have 150 hours in an active status in each calendar quarter;

- (4) Leave service credit earned during all periods of Commonwealth employment will be used to determine whether, for the purposes of this Section, an employee is in the first calendar year of employment, the second calendar year of employment, or the third and subsequent years of employment.

b. UC Claims Intermittent Intake Interviewers shall not be entitled to utilize personal leave while in no pay status. If a UC Claims Intermittent Intake Interviewer is placed in no pay status on a day which he/she had pre-scheduled personal leave, he/she will not be permitted to utilize personal leave for that day, but will be permitted to reschedule the personal leave. If a personal day must be rescheduled under this Section, but cannot be scheduled during the calendar year, the calendar year shall be extended for seven (7) pay periods for rescheduling purposes. Any days carried over in accordance with this Subsection which are not scheduled and used during the first seven (7) pay periods of the next calendar year or which are not used prior to placement in no pay status, whichever is sooner will be lost.

c. UC Claims Intermittent Intake Interviewers who are placed in no pay status and are not recalled within 14 calendar days of the effective date of being placed in no pay status may elect at the expiration of the 14 calendar day period, to be paid for any accumulated personal leave which they have earned. Any hours paid shall not count for seniority purposes, benefits calculation or leave earnings. Nor shall such pay-out be used to "bracket" a holiday so as to incur the payment of holiday pay. The payment hereunder shall be calculated based on the hourly rate in effect at the time the UC Claims Intermittent Intake Interviewer was placed in no pay status. If the UC Claims Intermittent Intake Interviewer does not elect to be paid for accumulated personal leave earned, the UC Claims Intermittent Intake Interviewer's accumulated personal leave shall be frozen until his or her return to active pay status.

Section 9. An employee's request for a personal leave day on the employee's birthday received in writing at least 45 calendar days prior to the employee's birthday shall be approved. An employee shall be allowed to anticipate the earning requirement in Section 1 above for a personal leave day used on the employee's birthday. If an employee's birthday falls on a day other than a regularly scheduled work day, the employee will be permitted to schedule a personal leave day in accordance with this Section, either the work day immediately before or after the birthday.

Section 10. For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31. For the purpose of this Article, the calendar quarters shall be defined as beginning with the first full pay period in January through March 31, April 1 through June 30, July 1 through September 30, and October 1 through the last full pay period of the leave calendar year, which is the pay period that includes December 31. For employees of the Pennsylvania State System of Higher Education, the calendar quarter for the purpose of this Article shall be defined as beginning with the first full pay period in January through the pay period that includes March 31, the first full pay period in April through the pay period that includes June 30, the first full pay period in July through the pay period that includes September 30,

and the first full pay period in October through the pay period that includes December 31.

ARTICLE 12
SICK LEAVE AND BEREAVEMENT LEAVE

Section 1. a. Employees shall be eligible to use paid sick leave after 30 calendar days of service with the Employer. Employees shall earn sick leave as of their date of hire in accordance with the following schedule:

	Maximum Sick Leave Entitlement Per Year
Sick Leave will be earned at the rate of 4.24% of all Regular Hours Paid	37.5 Hr. Workweek: 82.5 Hrs. (11 days) 40 Hr. Workweek: 88 Hrs. (11 days)

b. Regular Hours Paid as used in this Article include all hours paid except overtime, standby time, call-time, and full-time out-service training.

Section 2. Employees may accumulate sick leave up to a maximum of 300 days.

Section 3. a. A doctor's certificate is required for an absence from work due to sickness for three or more consecutive days. For absences of less than three days, a doctor's certificate may be required where, in the opinion of the Employer, the employee has been abusing the sick leave privileges.

b. In those cases where a pattern of sick leave abuse is suspected, the Employer will advise the employee of the suspected abuse and discuss the matter with the employee. The total circumstances of an employee's use of sick leave rather than a numerical formula shall be the basis upon which the Employer's final determination is made that the employee is abusing sick leave.

c. Upon return from sick leave, employees are not required to state the nature of their illness on Form OA-330 or doctor's statement except as required by Article 17, Sections 5 and 6 and in those cases where sick leave abuse is suspected or where there is a suspicion of a contagious disease.

d. Discipline based upon patterns of sick leave use will be treated under the basic concepts of just cause.

Section 4. Where sickness in the immediate family requires the employee's absence from work, employees may use not more than five days of such sick leave entitlement in each calendar year for that purpose. Immediate family, for the purposes of this Section, is defined as the following persons: husband, wife, domestic partner, step-child, child, foster child, parent, brother or sister of the employee or child of the employee's domestic partner. The Employer may require proof of such family sickness in accordance with Section 3 above.

Section 5. Where a family member's serious health condition requires the employee's absence from work beyond 20 days (150/160 hours as applicable) in a calendar year, permanent employees with at least one year of service may use accrued sick leave, in addition to that provided by Section 4 above.

a. Employees who meet the eligibility criteria in b. through e. below may use accrued sick leave in accordance with the following schedule:

Leave Service Credit	Sick Family Allowance
Over 1 year to 3 years	Up to 52.5/56 additional hours (7 days)
Over 3 years to 15 years	Up to 112.5/120 additional hours (15 days)
Over 15 years to 25 years	Up to 150/160 additional hours (20 days)
Over 25 years	Up to 195/208 additional hours (26 days)

b. During the initial 20 days (150/160 hours) of absence, paid annual and personal leave and/or unpaid leave shall be used and may include leave provided under Section 4 above. The additional sick family leave allowance must be used prospectively, and may not be retroactively charged for any of the initial 20 days (150/160 hours). A separate 20 day (150/160 hour) requirement must be met for each different serious health condition and/or family member and for each calendar year, even if not all of the additional days were used during the previous calendar year.

c. The initial 20 days (150/160 hours) of absence may be accumulated and the additional leave may be used on an intermittent basis.

d. Proof of the family member's serious health condition as defined by the Family and Medical Leave Act must be provided on the Commonwealth's Serious Health Condition Certification form. Proof may be required for each absence during the 20 day (150/160 hour) period and subsequent additional sick family leave period.

e. Family member, for the purposes of this Section, is defined as the following persons: husband, wife, domestic partner, child, step-child, foster child or parent of the employee or child of the employee's domestic partner or any other person qualifying as a dependent under IRS eligibility criteria.

Section 6. Employees may use up to five days of sick leave for the death of the employee's spouse, domestic partner, parent, stepparent, child, or stepchild or the child of the employee's domestic partner and up to three days of such leave may be used for the death of the following relatives of the employee: brother, sister, grandparent, step-grandparent, grandchild, step-grandchild, son- or daughter-in-law, brother- or sister-in-law, parent-in-law, grandparent-in-law, aunt, uncle, foster child, step-sister or step-brother or any relative residing in the employee's household or the following relatives of the employee's domestic partner: parent, brother, sister, grandparent or grandchild.

Section 7. a. Employees who retire shall be paid for their accumulated unused sick leave in accordance with the schedule below if they retire under the conditions set forth in Subsection b.

<u>Days Available at Retirement</u>	<u>Percentage Buy-Out</u>	<u>Maximum Days</u>
0 - 100	30%	30
101 - 200	40%	80
201 - 300	50%	150
over 300 (in last year of employment)	100% of days over 300	11

b. Eligibility for payment of benefits under Subsection a. is as follows:

- (1) Superannuation retirement with at least five years of credited service in the State and/or Public School Retirement Systems.
- (2) Disability retirement which requires at least five years of credited service in the State and/or Public School Retirement Systems.
- (3) Other retirement with at least 25 years of credited service in the State and/or Public School Retirement Systems.
- (4) After 7 years of service, death prior to retirement or separation of service except as provided in Section 8.

c. Such payments shall not be made for part days of accumulated sick leave.

d. No payments under this Section shall be construed to add to the credited service of the retiring member or to the retirement covered compensation of the member.

e. Effective as soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, Personal Leave, Compensatory Leave, Holiday Leave and Sick Leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash.

In the event that any participant (in the leave payout plan) also participates in the Pennsylvania State System of Higher Education Alternative Retirement Plan (the "ARP"), contributions to this (leave payout) plan shall be allowed for any plan year only to the extent such contributions will not cause the limitations contained in Code Sections 402(g), 414(v) or 415 to be exceeded for the plan year when such contributions are aggregated with contributions made to the ARP on behalf of the participant.

Section 8. When an employee dies as the result of a work-related accident or injury, the Commonwealth will pay 100% of the employee's unused sick leave unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976 in which case, the Commonwealth will pay 30% of the employee's unused sick leave up to 90 days. Such payments shall not be made for part days of accumulated sick leave.

Section 9. The provisions of Section 1 of this Article shall not apply to temporary employees unless such employees have worked 750 regular hours by the end of the last full pay period in each calendar year. It is understood that this Section does not apply to furloughed employees who, during their recall period, return to the Employer's payroll in a temporary capacity.

Section 10. Employees on leave without pay for the purposes provided for in Article 17, Sections 2.b. and 3 shall have that time included in regular hours paid for the purpose of earning sick leave entitlement in accordance with Section 1 above, provided, however, such leave without pay does not exceed six (6) weeks per employee per year.

Section 11. In no event shall an Energy Assistance Worker or UC Claims Intermittent Intake Interviewer be entitled to utilize sick leave while in no pay status. An Energy Assistance Worker who is not re-employed or a UC Claims Intermittent Intake Interviewer who is not recalled within 14 calendar days of being placed in no pay status may be paid for accumulated sick leave earned, provided he/she is either hospitalized or is disabled following hospitalization for no less than the equivalent of five working days, and provides appropriate medical documentation, consistent with current practices. Any hours paid shall not count for seniority purposes, benefits calculation or leave earnings, nor shall such hours paid entitle the Energy Assistance Worker or UC Claims Intermittent Intake Interviewer to any holiday pay. Payment shall be calculated based on the hourly rate in effect at the time the Energy Assistance Worker or UC Claims Intermittent Intake Interviewer was placed in no pay status. Payment for these initial or subsequent requests for

accrued sick leave shall be for no less than 37.5 hours each.

Section 12. For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

Section 13. Permanent employees who have one or more years of service since their last date of hire may anticipate sick leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the employee has been abusing the leave privilege. Permanent employees with less than one year of service since their last date of hire may not anticipate sick leave.

Section 14. For the purpose of this Article, domestic partner shall be defined as a same sex domestic partner who meets the eligibility criteria established by the Commonwealth.

Section 15. Employees who have more than one year of service since their most recent date of hire and use no sick leave in an entire leave calendar year shall earn one personal day in addition to those earned under Article 11, Sections 1.a., 1.b., and 1.c., which will be available for use in the following leave calendar year. Sick bereavement leave will not be counted; however, all other types of paid sick leave; unpaid sick leave used under Article 17; and paid and unpaid leave used for work-related injuries shall count as sick leave for this Section.

ARTICLE 13 VACATIONS

Section 1. Employees hired prior to July 1, 2011 shall be eligible for annual leave after 30 calendar days of service with the Employer in accordance with the following schedule:

**Leave Service Credit
(Includes all periods of
Commonwealth Service)**

**Maximum Annual Leave
Entitlement Per Year**

Up to 3 Years:

Annual Leave will be earned at the rate of 2.70% of all Regular Hours Paid

37.5 Hr. Workweek: 52.5 Hrs. (7 days)
40 Hr. Workweek: 56 Hrs. (7 days)

Over 3 Years to 15 Years Inclusive:

Annual Leave will be earned at the rate of 5.77% of all Regular Hours Paid

37.5 Hr. Workweek: 112.5 Hrs. (15 days)
40 Hr. Workweek: 120 Hrs. (15 days)

Over 15 Years to 25 Years Inclusive:

Annual Leave will be earned at the rate of 7.70% of all Regular Hours Paid

37.5 Hr. Workweek: 150 Hrs. (20 days)
40 Hr. Workweek: 160 Hrs. (20 days)

Over 25 Years:

Annual Leave will be earned at the rate of 10% of all Regular Hours Paid

37.5 Hr. Workweek: 195 Hrs. (26 days)
40 Hr. Workweek: 208 Hrs. (26 days)

Employees hired on or after July 1, 2011 shall be eligible for annual leave after 30 calendar days of service with the Employer in accordance with the following schedule:

**Leave Service Credit
(Includes all periods of
Commonwealth Service)**

**Maximum Annual Leave
Entitlement Per Year**

Up to 3 Years:

Annual Leave will be earned at the rate of 2.70% of all Regular Hours Paid

37.5 Hr. Workweek: 52.5 Hrs. (7 days)
40 Hr. Workweek: 56 Hrs. (7 days)

Over 3 Years to 15 Years Inclusive:

Annual Leave will be earned at the rate of 5.77% of all Regular Hours Paid

37.5 Hr. Workweek: 112.5 Hrs. (15 days)
40 Hr. Workweek: 120 Hrs. (15 days)

Over 15 Years:

Annual Leave will be earned at the rate of 7.70% of all Regular Hours Paid

37.5 Hr. Workweek: 150 Hrs. (20 days)
40 Hr. Workweek: 160 Hrs. (20 days)

Regular Hours Paid as used in this Article include all hours paid except overtime, standby time, call-time, and full-time out service training.

Employees shall be credited with a year of service for each 26 pay periods completed in an active pay status, provided they were paid a minimum of one hour in each pay period.

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. Vacations shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. Management shall not unreasonably deny such requests based on arbitrarily established numerical formulas. 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 Bargaining Unit seniority with the Employer shall be given his/her 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.

Section 4. If a holiday occurs during the work week in which vacation is taken by an employee, the holiday shall not be charged to annual leave.

Section 5. An employee who becomes ill during his/her vacation will not be charged annual leave for the period of illness provided he/she furnishes satisfactory proof of such illness to the Employer upon his/her return to work.

Section 6. Employees separated from the service of the Employer for any reason prior to taking their vacation, shall be compensated in a lump sum for the unused vacation they have accumulated up to the time of separation.

Effective as soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, Personal Leave, Compensatory Leave, Holiday Leave and Sick Leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash.

In the event that any participant (in the leave payout plan) also participates in the Pennsylvania State System of Higher Education Alternative Retirement Plan (the "ARP"), contributions to this (leave payout) plan shall be allowed for any plan year only to the extent such contributions will not cause the limitations contained in Code Sections 402(g), 414(v) or 415 to be exceeded for the plan year when such contributions are aggregated with contributions made to the

ARP on behalf of the participant.

Section 7. Unused annual leave shall be carried over from one calendar year to the next provided that in no case shall the amount thus carried over exceed 45 days. However, employees will be permitted to carry over annual leave in excess of the forty-five day limit into the first seven (7) pay periods of the next calendar year. Any days carried over in accordance with this Section which are not scheduled and used during the first seven (7) pay periods of the next calendar year will be converted to sick leave, subject to the 300 day limitation contained in Article 12, Section 2. Scheduling of those days carried over shall be in accordance with Section 3 above.

Section 8. If an employee is required to return to work after commencement of a prescheduled vacation, the employee shall be compensated at one and one-half times the employee's regular hourly rate of pay for all hours required to work on the prescheduled vacation day or days. The employee shall be permitted to reschedule such vacation day or days in accordance with Section 3.

Section 9. The provisions of Section 1 of this Article shall not apply to temporary employees unless such employees have worked 750 regular hours by the end of the last full pay period in each calendar year. It is understood that this Section does not apply to furloughed employees who, during their recall period, return to the Employer's payroll in a temporary capacity.

Section 10. Employees on leave without pay for the purposes provided for in Article 17, Sections 2.b. and 3 shall have that time included in regular hours paid for the purpose of earning vacation leave entitlement in accordance with Section 1 above; provided, however, such leave without pay does not exceed six (6) weeks per employee per year.

Section 11. An employee who is furloughed and is not employed in another position within 14 calendar days of the effective date of furlough will receive a lump sum payment for all earned, unused annual leave unless the employee requests in writing before the end of the 14 calendar days to freeze all earned, unused annual leave.

An employee may subsequently change a decision to freeze the earned, unused annual leave by submitting a written request for a lump sum payment for the annual leave.

Payment will be made within 35 days of the date on which the request is received by the Employer, and will be at the rate of pay in effect on the last day of employment prior to the date of furlough.

If the employee is reemployed during the furlough recall period, annual leave which was frozen will be reinstated. If the employee is not reemployed prior to the expiration of the furlough recall period, the employee shall be paid off in lump sum for all frozen earned, unused annual leave at the rate of pay in effect on the last date of employment prior to the date of furlough.

Section 12. a. In no event shall UC Claims Intermittent Intake Interviewers or Energy Assistance Workers be entitled to utilize annual leave during periods of no pay status. In the event a UC Claims Intermittent Intake Interviewer or Energy Assistance Worker is placed in no pay status on a pre-scheduled annual leave day, the UC Claims Intermittent Intake Interviewer or Energy Assistance Worker shall not be permitted to use annual leave for that day, but shall be permitted to either reschedule the annual day or carry over such leave. If annual leave must be rescheduled under this Section, but cannot be rescheduled during the calendar year, the calendar year shall be extended for seven (7) pay periods for rescheduling purposes. Any days carried over in accordance with this Subsection in excess of the 45 day limit which are not scheduled and used during the first seven (7) pay periods of the next calendar year or which are not used prior to placement in no pay status, whichever is sooner will be converted to sick leave, subject to the 300 day limitation contained in Article 12, Section 2. Scheduling of those days carried over shall be in accordance with Section 3 above.

b. UC Claims Intermittent Intake Interviewers and Energy Assistance Workers who are placed in no pay status and are not recalled within 14 calendar days of the effective date of being placed in no pay status may elect at the expiration of the 14 calendar day period, to be paid for any accumulated annual leave which they have earned. Any hours paid shall not count for seniority purposes, benefits calculation or leave earnings. Nor shall such pay-out be used to "bracket" a holiday so as to incur the payment of holiday pay. The payment hereunder shall be calculated based on the hourly rate in effect at the time the UC Claims Intermittent Intake Interviewer or Energy Assistance Worker was placed in no pay status. If the UC Claims Intermittent Intake Interviewer does not elect to be paid for accumulated annual leave earned, the UC Claims Intermittent Intake Interviewer's or Energy Assistance Worker's accumulated annual leave shall be frozen until his or her return to active pay status.

c. UC Claims Intermittent Intake Interviewers may access accrued annual leave as outlined in b. no more than once per calendar quarter.

Energy Assistance Workers who are placed in no pay status and are not reemployed during the subsequent LIHEAP program year may access accrued annual leave as outlined in b. above. If the Energy Assistance Workers do not request to be paid for their accumulated annual leave by submitting a written request to their local human resource officer by July 15, the leave shall be frozen until their return to active status or separated from employment.

Section 13. For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

Section 14. Permanent employees who have one or more years of service since their last date of hire may anticipate annual leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the employee has been abusing the leave privilege. Permanent employees with less than one year of service since their last date of hire may not anticipate annual leave.

ARTICLE 14 LEAVES OF ABSENCE

Section 1. All time that an employee is absent from work shall be appropriately charged. This shall not affect the current practice of allowing employees to schedule medical appointments during work hours, provided such absences are charged to an appropriate leave.

Section 2. Where a state civil service examination is not readily available during an employee's non-working time, a permanent full-time employee shall be granted administrative leave with pay to take such examination which is scheduled during his/her regular work hours at the nearest location subject to management's responsibility to maintain efficient operations. Employees shall only be entitled to leave for this purpose on two occasions during the calendar year. Such leave shall not exceed the employee's normal work shift or the time necessary to travel to and from the examination and to take the examination, whichever is lesser. Employees shall not be eligible for travel expenses under this Section.

UC Claims Intermittent Intake Interviewers shall be entitled to such leave provided they are in an active pay status and scheduled to work on the day the civil service examination is scheduled.

Section 3. All requests for leave must be submitted in writing to the employee's immediate supervisor and shall be answered in writing promptly. Requests for emergency type leaves shall be answered before the end of the shift on which the request is made. Except for such emergency type leaves, the time when leave is taken is within the discretion of the Employer.

Requests for any type of leave to which an employee is entitled under this Agreement and which is not to exceed one month shall be answered by the Employer within five days. If the requested leave is in excess of one month, the request shall be answered within 10 days.

Section 4. Employees shall be granted up to four (4) hours of administrative leave per calendar year to donate blood.

Section 5. For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

ARTICLE 15
CIVIL LEAVE

Section 1. The Employer recognizes the responsibility of its employees to fulfill their civic duties as jurors and witnesses in court proceedings. The Employer agrees therefore to grant civil leave with pay to permanent employees:

- a. Who have not volunteered for jury duty and are called for jury duty
or
- b. Who are not a party in a civil or criminal court proceeding, but are subpoenaed as a witness to attend such a court proceeding.

Civil leave shall be granted for the period of time (including reasonable travel time) when the employee's regularly scheduled work is in conflict with the required court attendance time. An employee shall be eligible to receive a maximum of one (1) day's pay at their regular straight time rate (one (1) full shift) for each day of required court attendance.

If an employee works a second or third shift and their hours of work are not in conflict with the required court attendance time, the employee shall be granted civil leave equal to the required court attendance time plus reasonable travel time up to a full shift for each day of the required court attendance during either their regular shift immediately preceding or subsequent to the court appearance.

Evidence of such civil duty in the form of a subpoena or other written notification shall be presented to the employee's immediate supervisor as far in advance as possible.

Section 2. Permanent employees who are subpoenaed as witnesses or who are parties in the following administrative hearings shall be granted leave with pay while attending such hearings: Unemployment Compensation Board of Review Referee, Workers' Compensation Judge, and Workers' Compensation Appeal Board.

Permanent employees who are subpoenaed as witnesses before the State Civil Service Commission or Pennsylvania Human Relations Commission shall be granted leave with pay while attending such hearings.

Evidence of such duty in the form of a subpoena or other written notification shall be presented to the employee's immediate supervisor as far in advance as practicable.

Section 3. The term "court" as used in this Article is intended to mean only the following courts: Minor Judiciary Court, Courts of Common Pleas, Commonwealth Court, United States District Court and a Grand Jury.

Section 4. a. Permanent employees, while performing fire fighting duties, emergency medical technician duties, civil air patrol activities or emergency management rescue work during a fire, flood, hurricane or other disaster, may be granted leave with pay. Certified Red Cross disaster relief volunteers may be granted leave with pay to perform disaster relief work for the Red Cross during a state of emergency declared by the Governor.

b. Volunteer participation in fire fighting activities, emergency medical technician activities, civil air patrol activities, emergency management rescue work or disaster relief work for the Red Cross shall require the prior approval of the agency head. Employees absent from work for reasons under Subsection a. of this Section shall be required to obtain a written statement from the fire company, forest unit, emergency management agency, or other organization with which they served, certifying as to their activities during the period of absence.

Section 5. A UC Claims Intermittent Intake Interviewer in the Department of Labor and Industry who works 1800 hours or more in the twelve-month period immediately preceding the month in which Civil Leave is to be taken shall be entitled to Civil Leave as per the provisions of this Article. For the purpose of this Section, only straight-time compensable hours shall be counted as hours worked.

ARTICLE 16 MILITARY LEAVES

Employees shall be eligible for military leave as provided as follows:

Section 1. Military Reserve

a. All permanent employees of the Commonwealth who are members of reserve components of the Armed Forces of the United States shall be entitled to military leave with compensation for all types of training duty ordered or authorized by the Armed Forces of the United States. Such training duty may either be active or inactive duty training and shall include but is not limited to:

- (1) Annual active duty for training.
- (2) Attendance at service schools.
- (3) Basic Training.
- (4) Short tours of active duty for special projects.
- (5) Attendance at military conferences and participating in any command post exercise or maneuver which is separate from annual active duty for training or inactive duty training.

b. For military training duty as provided for in Subsection a., the maximum military leave with compensation is 15 working days per calendar year.

c. The rate of compensation for a military leave day shall be the employee's regular rate of compensation for the employee's regular classification.

Section 2. Pennsylvania National Guard

a. In accordance with the Military Code as amended by Act 92 of 1975, and Act 174 of 1990, all permanent employees of the Commonwealth who are members of the Pennsylvania National Guard shall be entitled to military leave with compensation for all types of training duty (active and inactive) or other military duty ordered or authorized by the Armed Forces of the United States. Such duty shall include but is not limited to:

- (1) Annual active duty for training.
- (2) Attendance at service school.
- (3) Basic training.
- (4) Short tour of active duty for special projects.
- (5) Attendance at military conferences and participating in any command post exercise, or maneuver which is separate from annual active duty for training or inactive duty training.
- (6) Other military duty.

b. For military training duty as provided for in Subsection a., the maximum military leave with compensation is 15 working days per calendar year.

c. Military leaves with compensation shall also be granted to members of the Pennsylvania National Guard on all working days during which, as members of the Pennsylvania National Guard they shall be engaged in the active service of the Commonwealth as ordered by the Governor when an emergency in the Commonwealth occurs or is threatened or when tumult, riot or disaster shall exist or is imminent.

d. The rate of compensation for a military leave day shall be the employee's regular rate of compensation for the employee's regular classification.

Section 3. General

a. Employees of the Commonwealth who leave their jobs for the performance of duty, voluntarily or involuntarily, in any branch of the Armed Forces of the United States, any of its Reserve components or any of its National Guard components, or the commissioned corps of the Public Health Service for the purpose of training or service must be granted military leave without pay. The provisions of Section 3 through Section 6 are consistent with Chapter 43, Part III, of Title 38 United States Code and Military Code, 51 Pa. C.S. §7301.

b. Employees who are on military leave without pay shall have their duties performed either by remaining employees and their positions kept vacant or by temporary substitutes.

Section 4. Granting, Duration and Expiration

a. Military leave without pay must be granted for the following military services:

(1) For all active duty (including full-time National Guard duty).

(2) For initial active duty for training.

(3) For other active or inactive military training duty. Employees who volunteer for additional duty not required as part of routine training shall provide four weeks notice if possible to their immediate supervisor prior to the commencement of such duty.

Employees are required to provide their supervisor with notice of approval for additional military duty, not required as a part of routine reserve training, as soon as it is approved and provide their supervisor with a copy of the orders as soon as the employees receive orders to that effect.

b. Military leave without pay is available for five years plus any involuntary service during wartime or national emergency. The five years is cumulative throughout employment with the Commonwealth.

c. Military leave without pay shall expire:

(1) For periods of more than 180 days, no more than 90 days after the completion of the service.

(2) For periods of service of more than 30 days but less than 181 days, no more than 14 days after the completion of the service.

(3) For periods of service that were less than 31 days, the first full regularly scheduled work period following the period of service or up to eight hours after an opportunity to return from the place of service to the employee's home.

(4) For periods of hospitalization or convalescence from illness or injury incurred during the period of service, up to two years after the period of service or when recovered, whichever occurs sooner.

(5) For circumstances beyond an employee's control, the above periods may be extended upon demonstration of such circumstance.

Section 5. Reemployment

Employees have the right to return to employment at the time of or prior to the expiration of military leave upon notifying the agency head of the desire and availability to return to Commonwealth service, provided the following are met:

- a. The employee is capable of performing the essential functions of the position.
- b. For temporary employees, the temporary position has not yet expired.
- c. For periods of service delineated in Section 4 (c) (1) and (4), written application for reemployment is provided to the agency head.

Section 6. Seniority Rights

An employee who returns to employment at the time of or prior to the expiration of military leave shall be given such status in employment as would have been enjoyed if employment had been continuous from the time of entrance into the Armed Forces.

Section 7. Retirement Rights

Employees who are granted military leave may, under conditions provided in the Military Code (51 P.L. 7306) and Chapter 43, Part III of Title 38 United States Code and in accordance with procedures prescribed by the State Employees' Retirement Board and the Public School Employees' Retirement Board, choose either to continue or discontinue making regular payments into their retirement accounts.

Section 8. Loss of Benefits

Employees who are separated from the service by discharge under other than honorable conditions, bad conduct, or dishonorable discharge, shall not be entitled to any of the benefits of Section 3 through Section 9 of this Article (relating to Military Leaves Without Pay) except such vested rights as they may have acquired thereto by virtue of payments into their retirement accounts.

Section 9. Physical Examination

Employees shall be granted one day's leave with pay for the purpose of undergoing any physical examination that may be required in connection with entering the Armed Forces. An extension of such paid leave, not exceeding two additional days, may be approved by the agency if the employee certified in writing that more than one day is required to complete the examination.

Section 10. A UC Claims Intermittent Intake Interviewer in the Department of Labor and Industry who works 1800 hours or more in the 12 month period immediately preceding the month in which paid Military Leave is to be taken shall be entitled to paid Military Leave as per the provisions of this Article. For the purpose of this Section, only straight-time compensable hours shall be counted as hours worked.

Section 11. For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

ARTICLE 17 LEAVES OF ABSENCE WITHOUT PAY

Section 1. Employees may be granted leaves without pay at the sole discretion of the Employer for any reason for a period not to exceed two years.

Section 2. a. Employees who are elected or appointed as Union officials or representatives shall, at the written request of the employee, be granted leaves without pay for the maximum term of office, not to exceed three years. Such leaves may be renewed or extended by written mutual consent of the Union and the Employer.

b. Union members who are Commonwealth employees and are elected or appointed as part-time Union officials or representatives shall be granted leave without pay for Union business without loss of seniority credit.

For these purposes, the Union shall have available a pool of 550 days per contract year.

Such leave shall be granted at the written request of the Union to the employee's Agency Labor Relations Department. Requests must be received by the Agency seven calendar days prior to the date(s) involved. Approval of such leave is subject to Management's responsibility to maintain efficient operations, however, Management shall not unreasonably deny such leave. Information on each request shall include employee's name, work location, job classification/title and date(s) being requested.

Additional time off without pay for Union business may be granted at the sole discretion of the Employer.

The provisions of this Subsection shall apply to UC Claims Intermittent Intake Interviewers and such employees shall receive seniority credit provided the UC Claims Intermittent Intake Interviewer was in compensable status the day before the leave without pay is utilized in accordance with this Section.

First-level supervisory employees represented by the Union shall be allowed to use leave without pay in accordance with this Subsection. However, the application of the provisions of this Subsection to first-level supervisory employees shall not be subject to arbitration under this Agreement.

Section 3. Union officials or elected delegates shall be granted, subject to management's responsibility to maintain efficient operations, up to six weeks leave without pay each year without loss of seniority credit where such time is necessary to enable them to attend official Union conventions or conferences. Employees may use accrued annual or personal leave for this purpose in lieu of leave without pay.

The following shall be recognized as official Union conferences or conventions:

- SEIU National Convention - Conferences
- SEIU Public Employee Convention - Conferences
- SEIU Women's Conference
- SEIU Pa. State Council Convention - Conferences
- SEIU Health Care Conventions - Conferences
- AFL-CIO State Convention - Conference
- CLUW State Convention - Conference
- CBTU State Convention - Conference
- AFL-CIO Legislative/Newspaper/COPE - Conferences
- AFL-CIO Regional Conference
- AFL-CIO George Meany School - Conferences
- SEIU Regional Conferences - Training

- Local 668 Executive Board Meetings
- Local 668 Officer Training
- Local 668 Legislative Conference
- Local 668 Health & Safety Conference
- Local 668 Meet & Discuss Training
- Local 668 Grievance Training
- Local 668 Health Care Training
- Local 668 Convention
- Local 668 Leadership Skills Conference
- A. Phillip Randolph Conference

Requests for leave without pay with seniority credit for Union officials or elected delegates will be forwarded to the Bureau of Labor Relations, Office of Administration, by the Union not less than three weeks prior to the date of each convention or conference. Each request will contain the name, classification, department and work location of the Union official or delegate in addition to the name of the conference or convention.

Section 4. In those cases where an employee relocates from one geographical work location to another for Commonwealth employment, the employee will be entitled, upon request, to a leave of absence without pay for up to five days. Such requests shall be approved subject to management's responsibility to maintain efficient operations.

Section 5. After completing one year of service, an employee may be granted a leave of absence without pay at the sole discretion of the Employer for educational purposes. Such leave shall not exceed one year and shall not be granted more than once every four years. Where an employee has been granted an approved leave of absence without pay for educational purposes the employee will have the right to return, upon the expiration of such approved leave of absence without pay for educational purposes, to a position in the same or equivalent classification within the agency, subject to the furlough provisions of Article 29, Seniority.

Section 6. a. After completing one year of service, permanent employees and UC Claims Intermittent Intake Interviewers shall be granted, upon written request, up to six months of sick leave without pay with benefits, on a rolling twelve month year basis, provided the employee has at least 1250 hours of actual work time within the twelve months preceding the commencement of the leave (900 hours for permanent part-time employees). If the illness or disability is due to a serious health condition as defined by the Family and Medical Leave Act, leave shall be granted for less than two consecutive weeks. The request, which shall be submitted in advance of the leave if circumstances permit, shall include proof of illness or disability in the form of a doctor's certificate and shall state a prognosis and expected date of return. UC Claims Intermittent Intake Interviewers must be in compensable status when the leave is requested. If requested and properly documented as medically necessary, leave under this Section shall be approved on an intermittent or reduced-time basis during the first twelve weeks of absence per rolling twelve month year. After twelve weeks of absence, whether taken intermittently, on a reduced-time basis, or continuously, subsequent leaves in the rolling twelve month year shall not be approved for periods less than two consecutive weeks, except as described in Subsection 6.d. below. For eligible permanent part-time employees, both the six month and 12 week entitlements provided by this Subsection will be pro-rated based on the employee's percentage of full-time regular hours worked.

b. Employees shall be required to use all accrued paid sick leave upon commencement of sick leave without pay. Such sick leave used will run concurrently with and reduce the six month entitlement to leave without pay with benefits. Employees shall not be required to use annual, personal, compensatory or holiday leave upon the commencement of sick leave without pay; however, if annual, personal, compensatory or holiday leave is used, it also will run concurrently with and reduce such entitlement.

c. It is understood by the parties that Subsection 6.b. applies except that employees may choose to retain up to ten days of accrued sick leave. The choice to retain or not retain sick leave cannot be made retroactively, and saved days will be measured based on accrued sick leave available at the commencement of the absence. Saved days may be used by employees at any time during the first 12 weeks of the six month entitlement to leave without pay with benefits. Such sick

leave used will run concurrently with and reduce the six month entitlement to leave without pay with benefits. Days saved and requested for intermittent or reduced-time absences for periods less than two consecutive weeks after the first 12 weeks of the six month entitlement to leave without pay with benefits will be reviewed for approval under the provisions of Article 12. Such use will not be counted against the six month entitlement to leave without pay with benefits.

d. Intermittent or reduced-time sick leave without pay may be approved for absences after the first 12 weeks of the six month leave entitlement to leave without pay with benefits when due to a catastrophic illness or injury of the employee that poses a direct threat to life or to the vital function of major bodily systems or organs, and would cause the employee to take leave without pay or terminate employment. All accrued and anticipated leave must be used before granting leave without pay under this Subsection. Such leave without pay used will run concurrently with and reduce the six month entitlement to leave without pay with benefits.

e. One aggregate six month entitlement of leave without pay with benefits will be provided for sick leave without pay used under this Section, parental leave without pay used under Article 18, Section 1.a., and family care leave without pay used under Article 47, Section 1. Leave used under these Articles, as well as military exigency leave used under Section 12 below, will be deducted from the six month entitlement and run concurrently.

f. After the employee has used an aggregate of six months of leave without pay with benefits under this Section, Article 18, Section 1.a., Article 47, Section 1 and/or military exigency leave under Section 12 below, the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six month entitlement under the rolling twelve month year, provided that the employee has 1250 hours of actual work time within the twelve month period preceding commencement of the leave (900 hours for permanent part-time employees).

g. Upon the expiration of approved leave without pay under this Section, the employee is entitled to return to a position in the same or equivalent classification within the agency, subject to the furlough provisions of Article 29, Seniority. Upon the Employer's receipt of written notice of the availability of the UC Claims Intermittent Intake Interviewer for work, the name of such UC Claims Intermittent Intake Interviewer shall be placed on the no pay recall list for the appropriate seniority unit in the order of seniority. If the UC Claims Intermittent Intake Interviewer is unable to report for work upon the expiration of the approved leave or at the end of such six month period, whichever is sooner, the UC Claims Intermittent Intake Interviewer shall be terminated.

h. The continuation of benefits under this Section is subject to the employee's payment of any required employee contribution under Article 25, Section 3.

i. This Section shall not apply to a work-related injury.

Section 7. Upon request of the employee, an extension of up to an additional six months of leave without pay shall be granted provided the employee provides proof of continuing illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return. The extension shall be without benefits and shall be contiguous to the termination of the initial six months of leave without pay with benefits. Leave under this Section shall not be used on an intermittent or reduced-time basis. Upon certification from the employee's doctor that the employee is able to return to work, the employee shall be offered a position in the same classification and seniority unit for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the six-month period, any position in the same classification, in a lower classification in the same classification series, or a position previously held, within the same geographical/organizational limitation as the seniority unit, for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If the employee refuses an offer of a position in the same classification, the employee's rights under this Section shall terminate. If the employee accepts a position in a lower classification or a position previously held, the employee will be offered a position in the same classification if there is a vacancy in that classification during the remainder of the six-month period in the seniority unit, provided there are no seniority claims to the position, and the agency intends to fill the position.

Upon the Employer's receipt of written notice of the availability of the UC Claims Intermittent Intake Interviewer for work, the name of such UC Claims Intermittent Intake Interviewer shall be placed on the no pay recall list for the appropriate seniority unit in the order of seniority. If the UC Claims Intermittent Intake Interviewer is unable to report for work upon the expiration of the approved extended leave or at the end of such six month period, whichever is sooner, the UC Claims Intermittent Intake Interviewer shall be terminated.

This Section shall not apply to a work-related injury.

Section 8. For denied work-related injuries, up to six months of leave without pay without benefits may be granted when the employee does not meet the eligibility requirements for leave under Subsection 6.a. of this Article.

Section 9. Up to six months of leave without pay without benefits may be granted to employees with less than one year of employment since the most recent hire date, provided the absence is at least two consecutive weeks in duration; however, only one occasion within a twelve month rolling year may be approved.

Section 10. It is understood by both parties that the provisions of Sections 6 and 7 are consistent with the Family and Medical Leave Act of 1993, 29 U.S.C. Sections 2601 et seq.

Section 11. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Articles 24 and 25 will continue for the period of time the employee is on sick leave without pay with benefits under Section 5 of this Article.

Section 12. After completing one year of service, employees shall be eligible to use unpaid military exigency and military caregiver leave with benefits in accordance with the Family and Medical Leave Act of 1993, 29 U.S.C. Sections 2601, et seq., provided the employee has at least 1250 hours of actual work time within the twelve months preceding the commencement of the leave. Military exigency absence provides 12 weeks of leave within a rolling calendar year. Military exigency leave will run concurrently with and reduce the six months leave without pay with benefits entitlement under Article 17, Section 6.a.; Article 18, Section 1.a., and Article 47, Section 1. Military caregiver absence provides a separate 26 weeks of leave entitlement within a single 12 month period in addition to the leave without pay with benefits entitlements under Article 17, Section 6.a.; Article 18, Section 1.a., and Article 47, Section 1. All accrued annual, personal, compensatory and holiday leave must be used before using any unpaid military exigency or military caregiver absence. In addition, when applicable, all accrued sick leave must be used before using unpaid military caregiver leave. Both military exigency leave and military caregiver leave may be used intermittently or on a reduced time basis.

ARTICLE 18 PARENTAL LEAVE

Section 1. General

a. After completing one year of service, all permanent employees of the Commonwealth who become parents through childbirth or formal adoption or placement of a child with an employee for foster care shall be granted up to six months of parental leave without pay with benefits upon request on a rolling twelve month year basis, provided the employee has at least 1250 hours of actual work time within the twelve months preceding the commencement of the leave (900 hours for permanent part-time employees). Leave under this Section may be approved on an intermittent or reduced-time basis during the first twelve weeks of absence. After twelve weeks of absence, subsequent leaves may be approved on a reduced-time basis; subsequent leaves taken intermittently or continuously in the rolling twelve month year shall not be approved for periods less than two consecutive weeks. For eligible permanent part time employees, both the six month and 12 week entitlements provided by this Subsection will be prorated based on the employee's percentage of full-time regular hours worked.

b. One aggregate six month entitlement of leave without pay with benefits will be provided for parental leave without pay used under Section 1.a., sick leave without pay used under Article 17, Section 6.a., and family care leave without pay used under Article 47, Section 1. Leave used under these Articles, as well as military exigency leave used under Article 17, Section 12, will be deducted from the six month entitlement and run concurrently.

c. After the employee has used an aggregate of six months of leave without pay with benefits under this Section, Article 17, Section 6.a., Article 47, Section 1, and/or military exigency leave under Article 17, Section 12, the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six month entitlement under the rolling twelve month year, provided that the employee has at least 1250 hours of actual work time within the twelve month period preceding commencement of the leave (900 hours for permanent part-time employees).

d. Upon request of the employee, an extension of up to an additional six months of leave without pay shall be granted. The extension shall be without benefits and shall be contiguous to the termination of the initial six months of leave without pay with benefits. It shall not be used on an intermittent or reduced-time basis.

e. The continuation of benefits under this Section is subject to the employee's payment of any required employee contribution under Article 25, Section 3.

Section 2. After completing one year of service, a UC Claims Intermittent Intake Interviewer in the Department of Labor and Industry who has 1250 hours of actual work time within the twelve-months preceding the commencement of leave shall be eligible for parental leave in accordance with this Article with the following modifications:

a. Reemployment

Upon the Employer's receipt of written notice of the availability of the UC Claims Intermittent Intake Interviewer for work, the name of such UC Claims Intermittent Intake Interviewer shall be placed on the no pay status recall list for the appropriate seniority unit in the order of seniority unless there is a UC Claims Intermittent Intake Interviewer working who has less seniority. In such cases, the UC Claims Intermittent Intake Interviewer returning from parental leave shall be returned to active pay status and the UC Claims Intermittent Intake Interviewer with less seniority shall be placed in no pay status.

b. Calculation of Seniority

For the purpose of this Section, seniority standing shall be determined by the number of straight-time compensable hours credited to a UC Claims Intermittent Intake Interviewer.

Section 3. Granting Leave

a. Employees shall submit written notification to the immediate supervisor stating the anticipated duration of the leave at least two weeks in advance, if circumstances permit. Parental leave shall begin whenever employees request; on or after the birth, adoption or foster care placement. However, it may be used prior to the date of custody or placement when required for

adoption or placement to proceed. No parental leave shall be granted beyond one year from the date of birth or of assuming custody of an adopted child or placement of a foster child.

b. In no case shall employees be required to leave prior to childbirth unless they can no longer satisfactorily perform the duties of their position.

c. During the first six months of absence under Section 1.a. of this Article, the duties of the position shall either be performed by remaining staff and the position kept vacant or they shall be performed by a substitute employee.

Section 4. Reemployment

During the first six months of absence under Section 1.a. of this Article, an employee shall have the right to return to the same position in the same classification held before going on parental leave, or to an equivalent position with regard to pay and skill.

During any extension period, under Section 1.d. of this Article, the employee, upon written request to return to work, shall be offered a position in the same classification and seniority unit for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the six-month period, any position in the same classification, in a lower classification in the same classification series, or a position previously held, within the same geographical/organizational limitation as the seniority unit, for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If the employee refuses an offer of a position in the same classification, the employee's rights under this Section shall terminate. If the employee accepts a position in a lower classification or a position previously held, the employee will be offered a position in the same classification if there is a vacancy in that classification during the remainder of the six-month period in the seniority unit, provided there are no seniority claims to the position, and the agency intends to fill the position.

In those instances in which a seniority unit includes several work sites, it is understood that an employee's right to reemployment as set forth in this section will be to a position at the work site in which the employee was assigned to work prior to the parental leave, providing that a position in the employee's classification continues to exist at that work site and further provided that the employee is not subject to a transfer or furlough as provided for in Article 29.

Section 5. Seniority Rights

a. Upon return from parental leave, employees shall retain all seniority and pension rights that had accrued up to the time of leave. Seniority shall continue to accrue during parental leave.

b. Employees who utilized unpaid parental/childbirth leave prior to July 1, 1993 may apply to have seniority credit reinstated for the unpaid parental/childbirth leave utilized. Upon notification by the Employer, employees shall have 60 days to apply for seniority credit for their use of unpaid parental/childbirth leave prior to July 1, 1993. Upon verification by the Employer, seniority credit for unpaid parental leave utilized prior to July 1, 1993 shall be reinstated. The reinstatement shall occur by June 30, 2012, and shall be applied on a prospective basis.

Section 6. Annual, Personal Sick, Compensatory and Holiday Leave

a. An employee shall be required to use all accrued paid sick leave for the period that she is unable to work, as certified by a physician upon commencement of parental leave without pay. Such sick leave used will run concurrently with and reduce the six month entitlement to leave without pay with benefits and shall be used in accordance with Article 17, Section 6. Employees shall not be required to use annual, personal, compensatory or holiday leave upon the commencement of leave without pay; however, if annual, personal, compensatory or holiday leave is used, it also will run concurrently with and reduce such entitlement. Unused leave shall be carried over until return. An employee shall not earn annual, personal and sick leave while on parental leave without pay.

b. It is understood by the parties that Subsection 6.a. applies except that employees may choose to retain up to ten days of accrued sick leave. The choice to retain or not retain sick leave cannot be made retroactively, and saved days will be measured based on accrued sick leave available at the commencement of the absence. Saved days may be used by employees at any time during the first 12 weeks of the six month entitlement to leave without pay with benefits as certified by a physician for the period that she is unable to work; such sick leave used will run concurrently with and reduce the six month entitlement to leave without pay with benefits. Days saved and requested for intermittent or reduced-time absences for periods less than two consecutive weeks after the first 12 weeks of the six month entitlement to leave without pay with benefits will be reviewed for approval under the provisions of Article 12; such use will not be counted against the six month entitlement to leave without pay with benefits.

Section 7. Benefits

State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Articles 24 and 25 will continue for the period of time the employee is on parental leave without pay with benefits under Section 1.a. of this Article.

Section 8. Guidelines

Guidelines established by the Secretary of Administration regarding parental leave and benefits while on parental leave are published through the Directives Management System (Reference Management Directive 530.30).

Section 9. It is understood by both parties that the provisions of this Article are consistent with the Pennsylvania Human Relations Act, 43 P.S. Sections 951, et seq. and the Family and Medical Leave Act of 1993, 29 U.S.C. Sections 2601 et seq.

ARTICLE 19 WORK-RELATED INJURIES

Section 1. An employee who sustains a work-related injury, during the period of this Agreement, as the result of which the employee is disabled, if so determined by a decision issued under the operation of the Workers' Compensation Program, shall be entitled to use accumulated sick, annual, or personal leave or injury leave without pay. While using accumulated leave, the employee will be paid a supplement to workers' compensation of full pay reduced by an amount that yields a net pay, including workers' compensation and social security disability benefits, that is equal to the employee's net pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, state, and local withholding, unemployment compensation tax and social security and retirement contributions. One full day of accumulated leave (7.5 or 8 hours as appropriate) will be charged for each day the supplement is paid. Accumulated leave and injury leave without pay may be used for an aggregate of 12 months or for the duration of the disability, whichever is the lesser, except that, if only accumulated leave is used, it may be used beyond 12 months until exhausted or until the disability ceases, whichever occurs sooner. In no case, however, will the aggregate of 12 months extend beyond three years from the date the injury occurred. If no leave is available under this Section, the provisions of Section 12 may apply.

For temporary employees, accumulated leave and injury leave without pay shall be available for an aggregate of up to 12 months, for the duration of the disability or for the scheduled duration of the temporary employment, whichever is the least. In no case, however, will the aggregate of 12 months extend beyond three years from the date the injury occurred.

The employee election to use or not use accumulated leave under this Section cannot be changed more than once.

Section 2. An employee who works a reduced number of hours (part-time) due to partial disability may use leave in accordance with Section 1. Pay for accumulated leave used will be calculated in accordance with Section 1, based on the net amount of lost earnings.

Section 3. Retirement credited service for the period of time that the employee is using leave under this Article, shall be determined in accordance with the State Employees' Retirement Code.

Section 4. At the expiration of the leave under Section 1, if an employee continues to receive workers' compensation, the employee will be placed on leave without pay in accordance with Section 7 below and will not be entitled to receive state-paid coverage for life insurance and state payments toward coverage for health benefits.

Section 5. An employee is required to refund to the Employer the amount of any overpayment. In no case shall an employee be entitled to full pay and workers' compensation and/or social security for the same period. The Employer shall recover any amount in excess of the paid supplement to workers' compensation as described in Section 1. Failure to apply for or report social security or other applicable disability benefits to the Employer will result in the termination of the leave under Section 1.

Section 6. State paid coverage for life insurance and state payments toward coverage for health benefits as provided in Articles 24 and 25, will continue for the period of time that the employee is on leave under Sections 1 and 12.

Section 7. An employee has the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury occurred provided the employee is fully capable of performing the duties of that position, subject to the furlough provisions of Article 29, Seniority. This guarantee expires if the disability ceases prior to the expiration of the three year period and the employee does not return to work immediately or if the employee retires or otherwise terminates employment. During the period of time between the end of the leave under Section 1 or 12, where applicable, and the end of the guarantee in this Section, the employee will be on leave without pay.

During the three-year period, employees who are not fully capable of performing the duties of their position shall have, upon request, a right to return to an available position in a lower classification, within the same geographical/organizational limitation as the seniority unit, to which there are no seniority claims and which the agency intends to fill, provided the employee meets the minimum requirements and qualifications essential to the work of the classification and the employee is fully capable of performing the duties of the position. If an employee returns to a position in a lower classification, the employee will be demoted in accordance with the Commonwealth's Personnel Rules, but shall maintain the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury occurred, provided the employee is fully capable of performing the duties of that position, subject to the furlough provisions of Article 29, Seniority.

Disabled employees receiving workers' compensation will be notified 90 days prior to the expiration of the three year period. The notification will include information concerning the employee's right to apply for disability retirement, if eligible. If the employee does not receive 90 days notice, the employee's right to return will not be extended. However, the leave without pay will be extended for 90 days from the date of notification to enable the employee if eligible to apply for disability retirement.

The right of return for temporary employees shall be limited to the scheduled duration of the temporary employment.

Section 8. The compensation for disability retirement arising out of work-related injuries shall be in accordance with the State Employees' Retirement Code.

Section 9. An employee who sustains a work-related injury, during the period of this Agreement, if so determined by a decision issued under the operation of the workers' compensation program, may use sick, annual, or personal leave for the purpose of continued medical treatment of the work-related injury in accordance with Articles 11, 12, and 13. If no paid leave is available, an employee may use leave without pay. Each absence shall not exceed the minimum amount of time necessary to obtain the medical treatment. Employees shall make reasonable efforts to schedule medical appointments during non-work hours or at times that will minimize absence from work. Verification of the length of the medical appointment may be required. This Section is not applicable to any absence for which workers' compensation is payable. When workers' compensation is payable, the provisions of Section 1 shall apply.

Section 10. Sections 4, 6, and 8 of this Article shall not apply to temporary employees.

Section 11. The Commonwealth agrees to the use of modified duty where the employee is able to work only in a limited capacity and the prognosis for the injury indicates that the employee will be able to resume all of the duties of the employee's classification in a reasonable period of time. The Employer may terminate a modified duty assignment when it becomes apparent that the employee will not be able to resume the full duties of the employee's classification within a reasonable period of time.

Under the modified duty concept, the employee will be retained without loss of pay or status. The Employer may assign the employee duties outside their classification and bargaining unit, outside their previously assigned shift and/or outside their overtime equalization unit. To facilitate the implementation of modified duty assignments, schedule and assignment changes may be implemented as soon as practicable. If the employee is unable to resume all of the duties of the employee's classification within a reasonable period of time, the Employer may demote or laterally reclassify the employee to an appropriate classification, taking into account the duties and responsibilities the employee is capable of performing and subject to the protections afforded by Federal and State Statutes.

Section 12. An employee who is disabled due to a recurrence of a work-related injury after three years from the date the injury occurred, or before three years if the leave entitlement in Section 1 has been depleted, shall be entitled to use accumulated leave and injury leave without pay while disabled for a period of up to 12 weeks. To be eligible to use injury leave without pay, the employee must have been at work at least 1250 hours within the previous 12 months. The 12 week period will be reduced by any other leave used within the previous 12 months that was designated as leave under the provisions of the Family and Medical Leave Act. If only accumulated leave is used, it may be used beyond 12 weeks until exhausted or until the disability ceases, whichever occurs sooner. While using accumulated leave, the leave will be charged and paid in accordance with Section 1.

Section 13. Sections 1 through 10 and Section 12 of this Article shall not be applicable to employees whose injuries are within the scope of either Act 193 of 1935, P.L. 477, as amended, or Act 632 of 1959, P.L. 1718, as amended.

Section 14. It is understood by both parties that the provisions of this Article are consistent with the Family and Medical Leave Act of 1993, U.S.C. Sections 2601 et seq. and that leave granted in accordance with Sections 1 and 12 shall be designated as leave under the provisions of the Act.

Section 15. It is understood by both parties that the provisions of this Article are not in conflict with the Americans with Disabilities Act.

ARTICLE 20 SALARIES AND WAGES

Section 1. Effective July 1, 2015, employees will continue to be paid in accordance with the July 1, 2014 Standard Pay Schedule in Appendix A.

Section 2. a. Employees covered by this Agreement, including UC Claims Intermittent Intake Interviewers, who have been employed continuously by the Commonwealth since January 31, 2015 will be eligible to receive a one step service increment effective on the first day of the first full pay period in January 2016. For Energy Assistance Workers, one year of service equals 1950 hours.

b. Employees covered by this Agreement who terminate with at least one year of continuous service since their most recent appointment and who are reemployed within six months from the date of termination or furlough will be eligible to receive the one step service increment outlined in Subsection a., if they are in an active pay status on the effective date of the increment.

c. During the term of this Agreement, employees who are at or above the maximum step of their pay scale group at the time they become eligible for a service increment as outlined in Subsection a., shall receive the annual amount of a two and one-quarter percent (2.25%) increase in the form of a one-time cash payment rounded to the nearest dollar.

Section 3. a. When an employee covered by this Agreement is promoted to another classification in a higher pay scale group, the employee shall receive an increase of four steps for each pay scale group the employee is promoted to or to the minimum of the new pay scale group, whichever is greater.

b. When an employee covered by this Agreement is demoted (including demotions occurring as a result of furlough bump or furlough recall) to another classification in a lower pay scale group, the employee shall receive a decrease of four steps for each pay scale group the employee is demoted or to the maximum of the new pay scale group, whichever is lesser.

c. When an employee covered by this Agreement is transferred to another classification in the same pay scale group, the employee shall be placed at the same step in the pay scale group.

Section 4. The cash payment provided for in this Article, shall not be added to the employee's base salary. The cash payment shall be subject to dues deductions and fair share fees where applicable.

Section 5. An employee in an inactive pay status shall, upon return to active pay status, be entitled to the service increment or cash payment outlined in Section 2 where applicable.

Section 6. The salaries of employees shall be paid biweekly. In the event the payday occurs on a holiday, the preceding day shall be the payday.

Section 7. All employees are required to sign up for direct deposit of paychecks and travel expense reimbursement. This Section is not applicable to employees in the Pennsylvania State System of Higher Education.

ARTICLE 21 OVERTIME

Section 1. One and one-half of the employee's regular hourly rate of pay exclusive of any premium or differential pay shall be paid for work under the following conditions:

- a. For any work performed in excess of eight hours in any work day or in excess of 40 hours in any work week.
- b. For employees of Youth Development Centers in the Department of Human Services, for any work in excess of eight hours in any one work day or in excess of 80 hours in any biweekly pay period.
- c. There shall be no duplication of premium pay for the same hours worked under the provisions of Subsections a. and b. of this Section.
- d. The provisions of this Article are not applicable to employees in job classes assigned to pay scale group 8 and above and identified as exempt from the overtime provisions of the Fair Labor Standards Act in the Commonwealth's Pay Plan.

However, such employees shall be granted straight-time pay or compensatory time off one hour for each hour worked at the election of the employee.

Section 2. The following items will be regarded as hours worked for the purpose of computing overtime pay under Section 1 of this Article:

- a. Hours worked, excluding standby time.
- b. Rest periods.
- c. Holidays, except where compensation is paid for a holiday which occurs on an employee's day off.
- d. Annual leave.
- e. Compensatory leave; to be included in the period of occurrence for the purpose of computing overtime.
- f. Personal day leave.
- g. Sick leave.
- h. Administrative leave.

Section 3. Double an employee's regular hourly rate of pay shall be paid for work under the following conditions:

a. Employee on a five day per week schedule shall be paid double time for hours worked on the second scheduled day off in the work week provided the employee is in an active pay status on his/her five regularly scheduled work days and works his/her first scheduled day off in the work week. If such an employee is in an active pay status his/her next five regularly scheduled work days and works his/her next scheduled day off or his/her next two scheduled days off, he/she shall be paid double time for hours worked on those days and shall continue to be paid double time for hours worked on subsequent scheduled days off until the employee is not required to work on a regularly scheduled day off provided the employee continues in an active pay status on all regularly scheduled work days.

b. An employee whose work schedule consists of any ten days within a consecutive 14 calendar day period as provided in Article 6, Section 6, shall be paid double time for the second and fourth scheduled days off work; provided, in order to be eligible for double time on the second day off, the employee must be in an active pay status the first five regularly scheduled work days and work the first scheduled day off in the normal biweekly work period and, in order to be eligible for double time on the fourth day off, the employee must be in an active pay status the second five regularly scheduled work days and work the third scheduled day off in the normal biweekly work period. An employee on this work schedule shall be paid double time for the third scheduled day off; provided, in order to be eligible for double time on the third day off, the employee must be in an active pay status ten (10) regularly scheduled work days and work the first and second scheduled days off in the normal biweekly work period. An employee who has been paid double time for the fourth scheduled day off shall be paid double time for all subsequent consecutive scheduled days off worked provided the employee is in an active pay status the first five regularly scheduled work

days in the normal biweekly work period, if the first or first and second scheduled days off are worked, and the employee is in an active pay status the second five regularly scheduled work days in the normal biweekly work period, if the third or third and fourth scheduled days off are worked.

c. For fifteen-minute rest periods, in the event employees are required, while on premium overtime, to work through their rest periods.

Section 4. By mutual agreement between the Employer, the appropriate local Union representative, and the employee involved, compensatory time at the appropriate rate may be granted in lieu of overtime pay. Such compensatory time is to be granted within the 60 calendar day period succeeding the date on which the overtime is worked. The compensatory time off shall be scheduled for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the compensatory time off is not granted within this time period, the employee shall be compensated at the appropriate rate of pay in lieu of paid time off. By mutual consent of the Employer and the employee involved such scheduling period may be extended an additional 60 calendar days. In no event shall UC Claims Intermittent Intake Interviewers be entitled to utilize such earned time off during periods of no pay status.

Section 5. The Employer will attempt to equalize overtime between or among the employees within the same job classification within each equalization unit during each one-half calendar year. When an overtime opportunity occurs, the Employer shall first seek to obtain volunteers for the performance of the overtime work beginning with the most senior of the employees using Bargaining Unit seniority who have the least overtime credit during the one-half calendar year. In the event that sufficient volunteers are not available, the Employer shall have the right to assign such work on a non-volunteer basis beginning with the least senior of those employees who have had the least assigned overtime on a non-volunteer basis during the period.

An employee declining overtime shall be credited with the overtime worked by the employee accepting or assigned to the overtime for equalization purposes. If an employee is unable to be reached by telephone the Employer will leave a message and document the call on a call log. An employee who does not return the call within ten (10) minutes will be determined to be unavailable and shall be credited with the amount of overtime worked by the employee accepting or assigned to the overtime. If an employee returns the call within ten (10) minutes but the overtime is no longer available, the employee will not be charged with the hours for equalization purposes. Local agreements that address employees who are unable to be reached by telephone shall supersede this provision. Employees may be passed over in order to comply with the equalization requirements. Employees entering established equalization units after the beginning of a six month equalization period shall be credited for equalization purposes with an amount of overtime equal to the maximum amount of credited overtime held by an employee in the same classification in the equalization unit.

Lists showing accumulations of overtime within each equalization unit during the preceding six-month period shall be posted every six months.

Equalization units will be established by written agreement of the parties. If either party requests a change to an established equalization unit the matter shall be discussed at labor-management meetings at appropriate local levels. If agreement is not reached, either party can request that an unresolved equalization unit issue be submitted to a committee consisting of representatives of the Union and representatives of the Office of Administration and the department or agency. After a period of forty-five (45) days from the date of the request to submit the unresolved issue to the Committee, either party can request that an unresolved equalization unit issue be submitted to an arbitration panel. The arbitration panel shall consist of one Union staff member, one staff member of the Employer, and one impartial arbitrator jointly selected by the parties.

If a grievance arises over equalization of overtime based on actions taken by the Employer prior to the date of an agreement or an arbitration award establishing the applicable equalization unit, an arbitrator shall not award back pay to an employee due to the Employer's use of the incorrect equalization unit for the equalization of overtime.

The provisions of this Section shall not apply to employees in the Youth Development Centers operated by the Department of Human Services.

Section 6. The following overtime equalization procedure shall apply to the Youth Development Centers operated by the Department of Human Services:

a. The Employer will attempt to equalize overtime during each one-half calendar year between or among employees in the same job classification within each equalization unit who have previously stated in writing a willingness to accept overtime assignments. When the need for overtime occurs, the Employer shall first seek to obtain volunteers for the performance of overtime beginning with the most senior employee who has the least overtime credit during the one-half calendar year among those employees who have stated a willingness to work overtime. An employee declining overtime shall be credited with the overtime worked by the employee accepting the overtime for equalization purposes. If an employee is unable to be reached by telephone the Employer will leave a message and document the call on a call log. An employee who does not return the call within ten (10) minutes will be determined to be unavailable and shall be credited with the amount of overtime worked by the employee accepting or assigned to the overtime. If an employee returns the call within ten (10) minutes but the overtime is no longer available, the employee will not be charged with the hours for equalization purposes. Local agreements that address employees who are unable to be reached by telephone shall supersede this provision. Employees may be passed over in order to comply with the equalization requirements.

An employee submitting a written statement of willingness to work overtime or withdrawing his/her written statement of willingness to work overtime after the beginning of a six-month equalization period shall be credited for equalization purposes with an amount of overtime equal to the maximum amount of worked and credited overtime held by an employee in

the same classification in the equalization unit at the time of submitting or withdrawing the statement. This paragraph shall be superseded by any existing or subsequent procedure mutually agreed upon in writing by the Employer and the Union at the agency, institutional or local agency level.

b. In the event there is an insufficient number of volunteers, the Employer shall have the right to assign overtime work on a non-volunteer basis. Such mandatory overtime shall be assigned in the following manner:

1. The Employer shall maintain a list, in Bargaining Unit seniority order, comprised of all employees (including those who have expressed a willingness to accept overtime assignments) in the same job classification within each equalization unit. Mandatory overtime shall be assigned to the least senior employee on said list who has not had a mandatory overtime assignment. Once an employee has been assigned overtime on a mandatory basis, such employee shall not be assigned mandatory overtime until all employees above him/her on the list have either been assigned mandatory overtime or have been excused for good and sufficient reasons, regardless of the number of hours worked during such overtime assignment and regardless of the length of time between mandatory overtime assignments.
2. Once each employee whose name appears on the list provided for in Subsection b.1. above has been assigned mandatory overtime the process shall repeat itself.
3. There shall be no requirement to equalize overtime which is assigned on a mandatory basis and overtime assigned on a mandatory basis shall not be included in the hours which the Employer is required to equalize in accordance with the provisions of Subsection a. above.
4. In the event an employee cannot be reached to be informed of the mandatory overtime assignment, the Employer has the right to assign such mandatory overtime to the next employee on the list. However, when the next mandatory overtime assignment occurs the Employer shall assign such mandatory overtime to the employee(s) previously passed over.
5. Employees entering established equalization units shall be placed on the mandatory overtime list provided for in Subsection b.1. above in Bargaining Unit seniority.

c. Lists showing accumulations of overtime within each equalization unit during the preceding six-month period shall be posted every six months.

d. Equalization units will be established by written agreement of the parties. If either party requests a change to an established equalization unit the matter shall be discussed at labor-management meetings at appropriate local levels. If agreement is not reached, either party can request that an unresolved equalization unit issue be submitted to a committee consisting of representatives of the Union and representatives of the Office of Administration and the department or agency. After a period of 45 days from the date of the request to submit an unresolved issue to the Committee, either party can request that an unresolved equalization unit issue be submitted to an arbitration panel. The arbitration panel shall consist of one Union staff member, one staff member of the Employer, and one impartial arbitrator jointly selected by the parties.

e. If a grievance arises over equalization of overtime based on actions taken by the Employer prior to the date of an agreement or an arbitration award establishing the applicable equalization unit, an arbitrator shall not award back pay to an employee due to the Employer's use of the incorrect equalization unit for the equalization of overtime.

Section 7. Employees who are required to remain on duty during meal periods shall be compensated for these periods at the appropriate rate of pay. Employees who are not permitted to take rest periods during their regular shifts shall have that time counted as time worked in addition to that which is provided for in Section 2.

Section 8. Payment for overtime is to be made on the pay day of the first pay period following the pay period in which the overtime is worked.

Section 9. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked. Time worked on holidays during an employee's regular shift shall not be excluded from hours worked for the purpose of determining eligibility for overtime pay under Section 1 of this Article.

Section 10. When permanent full-time employees who normally perform a certain type of work within a seniority unit are on furlough, the Employer shall not schedule other employees within the seniority unit to perform the same type of work on an overtime basis where such furloughed employees have the skill and experience to perform such work if the overtime involves full shifts and is expected to extend on a regular basis, for a period of four weeks or more.

Section 11. Effective as soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, Personal Leave, Compensatory Leave, Holiday Leave and Sick Leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash.

In the event that any participant (in the leave payout plan) also participates in the Pennsylvania State System of Higher Education Alternative Retirement Plan (the “ARP”), contributions to this (leave payout) plan shall be allowed for any plan year only to the extent such contributions will not cause the limitations contained in Code Sections 402(g), 414(v) or 415 to be exceeded for the plan year when such contributions are aggregated with contributions made to the ARP on behalf of the participant.

ARTICLE 22 CALL TIME AND STAND-BY TIME

Section 1. An employee who has been called into work outside of his/her regular shift schedule shall be guaranteed a minimum of four (4) hours' work. Call time pay begins when the employee reports to his/her assigned work site ready for work. There shall be no duplication of hours.

Section 2. Call time shall be paid for at whatever rate is appropriate.

Section 3. An employee is on standby during the period that the employee is required to remain at home and to be available for emergencies. Only employees who are required to be on standby are entitled to the compensation hereafter set forth. Such an employee on standby time, at the Employer's discretion, shall either be paid 25% of his/her regular base pay for such standby time or receive compensatory time off equivalent to twenty-five percent of such standby time. Standby time shall not be considered as hours worked for the purpose of computing overtime. An employee is not considered to be on standby time during the period he/she is being paid for call time.

Section 4. The provisions of this Article shall not apply to UC Claims Intermittent Intake Interviewers.

ARTICLE 23 SHIFT DIFFERENTIAL

Section 1. An employee whose work shift consisting of 7.5 or 8 work hours on a scheduled work day begins before 6:00 a.m. or at or after 12:00 noon will be paid a shift differential of \$1.00 per hour for all such hours worked on that shift.

Section 2. Any employee who works overtime on his/her work shift as described in Section 1 will receive the applicable shift differential for all overtime hours worked.

Section 3. Employees who are called in to work a shift on their scheduled day off and who worked not less than a full 7.5 or 8 hour shift which begins before 6:00 a.m. or at or after 12:00 noon shall receive, in addition to the appropriate rate, the shift differential as set forth in Section 1 for all such hours worked.

ARTICLE 24 INSURANCE

Section 1. The Employer shall continue to assume the entire cost of the life insurance coverage for eligible employees as set forth in the currently existing life insurance plan. The amount of insurance is based on the employee's annual pay rate in effect on the preceding January 1, rounded to the nearest \$1,000, but not to exceed \$40,000. However, the amount of life insurance coverage will be reduced at age 70 to 65% of that coverage amount previously in effect and at age 75 to 50% of that coverage amount previously in effect.

Section 2. a. Permanent employees who are granted sick leave without pay, parental leave without pay, or family care leave without pay will continue to receive 100% state-paid coverage under the current life insurance plan for up to six (6) months. Permanent employees who are on sick, parental, or family care leave without pay for longer than six (6) months may remain in the program for an additional six (6) month period by paying the entire premium. Permanent employees who are granted injury leave (paid and unpaid) will continue to receive 100% state-paid coverage under the current life insurance plan for up to twelve (12) months or, if only paid leave is used, beyond twelve (12) months until the paid leave is exhausted.

b. Those permanent employees who are placed on suspension or who are granted leave without pay for any reason other than sickness, parental, family care or injury leave for longer than one full pay period may remain in the program for up to one (1) year by paying the entire premium.

Section 3. The Employer shall continue to provide each employee who is covered under the currently existing life insurance plan with fully paid accidental death benefits for work-related accidental deaths. The amount of coverage is \$25,000, unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976.

Section 4. The Employer will continue to provide liability coverage for employees, including UC Claims Intermittent Intake Interviewers and Energy Assistance Workers, who use their personal automobile on state business. It is clearly understood and agreed that this liability coverage is on an excess basis only and that excess liability limits applicable correspond to that minimally required on a per person and per occurrence basis under the Pa. Motor Vehicle Financial Responsibility Law, Act of February 12, 1984 (P.L. 26, No. 11 & 12) 75 Pa. C.S. Chapter 17. Excess basis means that any other valid and collectible insurance will be primary. The coverage provided by the Employer shall be considered primary if, in fact, no other valid and collectible insurance was in effect. However, in the event an employee has not complied with the mandated minimum coverage stated in the Pa. Motor Vehicle Financial Responsibility Law, the Employer's liability coverage as provided for above shall be considered primary only to the extent that any claims exceed the mandated minimums. Any accident occurring while on state business will be reported to the employee's own insurance carrier in addition to the Bureau of Risk and Insurance Management, Department of General Services.

Section 5. The provisions of this Article shall not apply to Energy Assistance Workers or UC Claims Intermittent Intake Interviewers, except as noted in Section 4 above; or, unless a UC Claims Intermittent Intake Interviewer qualifies for permanent benefits pursuant to Article 29, Section 21.h.

ARTICLE 25
HEALTH BENEFITS

Section 1. Pennsylvania Employees Benefit Trust Fund

a. A jointly administered, multi-union, Health and Welfare Fund has been established under the provisions of an Agreement and Declaration of Trust executed by and between Council 13, American Federation of State, County and Municipal Employees, AFL-CIO, and the Employer. This jointly administered Fund is known as the Pennsylvania Employees Benefit Trust Fund (hereinafter Fund or PEBTF). The Fund shall conform to all existing and future Federal and Commonwealth statutes applicable to and controlling such Health and Welfare Fund. Said Agreement and Declaration of Trust shall provide for equal representation on the Board of Trustees appointed by the Unions and the Employer. In addition, the Agreement and Declaration of Trust will allow the Fund to provide benefits to management level and retired employees, as well as employees represented by other unions and other employers in the Commonwealth of Pennsylvania.

b. The Board of Trustees of the Fund shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust the extent and level of medical plan benefits, supplemental benefits and other benefits to be extended by the Fund.

c. The Employer shall contribute to the Fund the amounts indicated below on behalf of each permanent full-time employee and UC Claims Intermittent Intake Interviewer who works 1900 hours or more in the prior fiscal year and who is eligible for benefits and covered by this Agreement effective on the first pay date in July 2015:

July 2015 – June 2016	\$455 biweekly per employee
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The contributions for permanent part-time employees and UC Claims Intermittent Intake Interviewers who work 950 hours or more but less than 1900 hours in the prior fiscal year, who are eligible for benefits and expected to be in an active pay status at least 50% of the time every pay period, will be 50% of the above referenced rates.

The coverage period for UC Claims Intermittent Intake Interviewers will begin at the beginning of the pay period in which September 1 occurs and end at the end of the pay period prior to the pay period in which September 1 occurs. For the purpose of this Section, hours worked will include all time worked and all paid leave.

d. The Fund shall maintain a reserve sufficient to pay on a cash basis the three (3) next succeeding months of projected claims and expenses. Reserve is calculated as the ending fund balance, meaning the net amount of funds on hand as of the close of any given month. Fund revenues are to be adjusted to reflect the relevant cash amounts that should have been or are to be received or collected by the Fund under the agreement. Fund expenses are to be adjusted for any expense which should have been paid for the period. At each bimonthly meeting of the Board of Trustees, the Fund's actuary will present their financial projection to the Finance Committee including a report that will show the projected reserve level at the end of the succeeding 24 months, or through the end of the current agreement if this latter period is less than 24 months. The report will concisely state the assumptions and factors used in making these projections.

The report will be available to all trustees of the Fund. If the average amount of the projected reserve for any future quarter (e.g., July-September) is less than a three (3) month reserve as defined above, the actions below will be triggered:

1. The first day of the quarter during which the average reserve would be less than three (3) months will be considered the "target date" for additional funding;
2. At least six (6) months prior to the target date, the Fund's actuary will review the projection and confirm that a funding adjustment is needed and the amount of such adjustment. If the need for a funding adjustment occurs in the first nine (9) months, this subparagraph shall not apply;
3. Should the Commonwealth not dispute the finding by the Fund's actuary that an adjustment is necessary, the Commonwealth will implement the funding adjustment at least ten (10) calendar days prior to the target date.
4. If either the Chairman of the Board, Secretary of the Board, any four (4) management or any four (4) union Trustees of the Board dispute the findings of the Fund's actuary, the Chairman and the Secretary of the Board of Trustees will select a neutral actuary within five (5) business days to resolve the dispute and will forward their respective positions and any supporting documentation to the neutral actuary within five (5) business days of such selection. The neutral actuary may communicate and ask questions of the Fund's actuary provided, however, if such communications occur, the Finance Committee will have access to the discussions.
5. The neutral actuary shall render a decision within 30 calendar days of the receipt of said positions/documentation, which decision will be final and binding on the parties and must be implemented within 10 (ten) business days of its receipt by the parties.

6. The adjustment must be sufficiently large so as to restore the size of the reserve to a minimum of three months within 30 days following the target date.
 7. Once the reserve exceeds the three (3) month equivalent, the contribution rate shall be reduced to the amount provided under this Section unless the parties agree that a new rate is necessary to maintain a three (3) month reserve.
 8. It is understood and agreed to by the parties that the process outlined above is designed to ensure adequate funding for the PEBTF and not intended to place the financial status of the Fund in jeopardy.
- e. The Employer shall make aggregate payments of Employer contributions together with an itemized statement to the Fund within one month from the end of the month in which the contributions were collected.
- f. All benefits extended by the Fund must be designed to be excludable from the "regular rate" definition of the Fair Labor Standards Act, unless hereinafter required by federal law to be included.
- g. No dispute over eligibility for benefits or over a claim for any benefits extended by the Fund shall be subject to the grievance procedure established in any collective bargaining agreement, except as otherwise specifically provided within this Article.
- h. It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be hereby charged with any responsibility in any manner connected with the determination of liability to any employee claiming any of the benefits extended by the Fund. It is expressly agreed that the Employer's liability, in any and every event, with respect to benefits extended by the Fund shall be limited to the contributions indicated under Subsections c. and d. above.

Section 2. The provisions of Sections 3 through 8 shall be modified to the extent the medical plan benefits, supplemental benefits and other benefits as determined and extended by the Fund and/or the Retired Employees Health Program are modified for current and/or future employees and annuitants as provided for in Section 1 (employees) and/or Section 6 (annuitants) of this Article, respectively.

Section 3. The Fund shall continue to provide each permanent full-time active employee medical plan benefits, supplemental benefits and other benefits as determined and extended by the Fund. In addition, it shall provide dependency coverage where the dependents of the employee qualify. The Fund shall continue to provide permanent part-time employees and UC Claims Intermittent Intake Interviewers who work 1900 hours or more in the prior fiscal year who are expected to be in active pay status at least 50% of the time every pay period and UC Claims Intermittent Intake Interviewers who work 950 hours or more but less than 1900 hours medical plan benefits, supplemental benefits and other benefits as determined and extended by the Fund. In addition, it shall provide 50% dependency coverage where the dependents of the employee qualify. Such employees shall contribute an amount determined by the Fund's Trustees toward the cost of coverage. Enrollment and continued coverage in Fund benefits is further subject to the following conditions:

a. Subject to the provisions of Section 3.b., employees will contribute a percentage of their biweekly gross base salary toward the cost of coverage as provided below:

July 2015 – June 2016	5.0%
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Employee contributions shall be effective the first full pay period in July 2015. Biweekly gross base salary as used throughout this Article excludes premium or supplemental payments such as overtime, shift differentials, higher class pay, etc.

b. An employee will be eligible for an Employee Contribution Waiver if the employee and his/her qualifying dependents, as determined by the Trustees, participate in the Get Healthy Program as established from time-to-time by the Fund. In accordance with Section 1.b., the Fund shall be solely responsible for establishing all requirements and conditions of the Get Healthy Program, including rules and policies for the requirements for qualifying for the Employee Contribution Waiver and for making determinations regarding whether an employee and dependents have fulfilled the conditions for such Waiver.

The Employee Contribution Waiver will consist of a waiver of a portion of the employee's required contribution to the cost of health care as a percentage of biweekly gross base salary as follows:

	<u>Waiver Amount</u>	<u>Employee contribution with Waiver</u>	<u>Employee contribution without Waiver</u>
July 2015 – June 2016	3.0%	2.0%	5.0%

Employee Contribution Waivers shall be effective the first full pay period in July 2015.

c. The parties agreed to an evaluation process with respect to the reserve levels of the Fund to determine if an employee contribution is necessary. Under this process, if the Fund's actuary certifies that a three (3) month reserve of projected claims and expenses has been achieved and will be maintained for at least six (6) months, the Trustees will evaluate whether employee cost sharing for employees hired before August 1, 2003, can be reduced or eliminated, provided that at no time shall any such reduction or elimination of cost sharing result in the reserve being reduced below the three (3) months of total projected claims and expenses. Should the Trustees, after evaluating the employee cost sharing, decide that contributions by employees hired before August 1, 2003 will be reduced or eliminated, the reserve will be reviewed on a six (6) month basis by the Fund's actuary. If the actuary certifies that the amount of the reserve has dropped below the three (3) month level, such contributions will resume immediately at the levels established in this Agreement, without any action on the part of the parties or the PEBTF Board of Trustees. This Subsection shall be read and administered in a manner consistent with Section 1.d. of this Article.

d. (1) For the first six (6) months of employment, the employee will be offered single coverage in the least costly medical plan offered and available in his/her area, with no supplemental benefits. The employee may opt to purchase medical coverage for the employee's qualifying dependents in the same medical plan as the employee, and/or may opt to purchase a more costly plan in the area by paying the difference in cost between the least costly and the more costly plan, in addition to the employee contribution, required under Section 3.a.

(2) After completing six (6) months of employment, the employee and his/her qualifying dependents will be eligible for coverage under the Fund's supplemental benefits, and the employee will be permitted to cover his/her qualifying dependents under the least costly medical plan at no additional cost. If a more costly medical plan is selected, the employee will be required to pay the cost difference between the least costly and more costly plan, in addition to the employee contribution, required under Section 3.a.

(3) Nothing herein shall be construed to limit the authority of the Board of Trustees to modify or adopt these or other eligibility rules.

e. Only employees who elect to enroll for PEBTF coverage, including those who enroll only for supplemental benefits, are subject to the employee contributions in this Article. An employee who is only enrolled as a spouse of another PEBTF covered employee is not subject to any required employee contributions.

f. Employee contributions under this Article will be paid to the Fund on a biweekly basis as soon as is practicable using the Employer's standard methods for transferring money. The parties intend that these contributions will be submitted in a more accelerated manner than the Employer contributions. Any employee contributions made pursuant to this Article will be made on a pre-tax basis.

Section 4. a. Permanent employees and UC Claims Intermittent Intake Interviewers who are granted sick leave without pay (Article 17), parental leave without pay (Article 18) or family care leave without pay (Article 47) may continue to receive benefits as determined and extended by the Fund for up to six months. Permanent employees and UC Claims Intermittent Intake Interviewers who are granted injury leave (paid and unpaid) may continue to receive benefits as determined and extended by the Fund for up to 12 months or, if only paid leave is used, beyond 12 months until the paid leave is exhausted.

b. Permanent part-time employees, UC Claims Intermittent Intake Interviewers and those permanent full-time employees who are placed on suspension or who are granted leave without pay for any reason other than sickness, parental leave, family care leave or injury leave for longer than one full pay period or who are on leave longer than the applicable period specified in a. above will be permitted to continue coverage on a direct pay basis at a rate to be determined by the Fund but no greater than the COBRA rate.

c. The Employer shall continue to make full contributions to the Fund for permanent full-time employees and UC Claims Intermittent Intake Interviewers who work 1900 hours or more in the prior fiscal year for the period of time for which they are entitled to benefits under Subsection a. and 50% contributions for permanent part-time employees and UC Claims Intermittent Intake Interviewers who work 950 hours or more but less than 1900 hours for the period of time for which they are entitled to benefits under Subsection a.

d. The continuation of benefits under this Section is subject to the employee's payment of any required employee contribution under Section 3.

Section 5. Spousal Eligibility

a. For employees hired on or after August 1, 2003: If the spouse of an employee is covered by any PEBTF health care plan, and he/she is eligible for coverage under another employer's plan(s), the spouse shall be required to enroll in each such plan, which shall be the spouse's primary coverage, as a condition of the spouse's eligibility for coverage by the PEBTF plan(s), without regard to whether the spouse's plan requires cost sharing or to whether the spouse's employer offers an incentive to the spouse not to enroll.

b. For employees hired before August 1, 2003: Effective October 1, 2003, if the spouse of an employee covered by any PEBTF health plan also is eligible for coverage under another employer's plan(s), the spouse shall be required to enroll in each such plan, provided that the plan in question does not require an employee contribution by the spouse or the spouse's employer does not offer an incentive to the spouse not to enroll. Once covered by another employer's plan, that plan will be the spouse's primary coverage, and the PEBTF plan will be secondary.

c. Nothing herein shall be construed to limit the authority of the Board of Trustees to modify or adopt these or other spousal eligibility rules.

Section 6. a. The Employer shall allow each individual who was eligible as an active employee under the Fund's health benefits plan to elect coverage upon retirement under the Retired Employees Health Program (hereinafter REHP). In addition, dependency coverage shall be allowed where the dependents of the annuitant qualify under such Program.

b. Employees who retire on or after July 1, 2007, and who elect REHP coverage, shall be eligible for the medical and prescription benefits in effect for active employees, provided that the Employer will modify the REHP plan of benefits from time-to-time to conform to the medical and prescription benefits in effect for the active employees. Annuitants who are eligible for Medicare will participate in Medicare supplemental medical plans, and those annuitants who are eligible to enroll in Medicare Part B will not receive benefits through the REHP for benefits which are provided by Medicare Part B. It is understood that the REHP plan of benefits may be amended or modified by the Employer from time-to-time.

c. Employees who retire on or after July 1, 2007, and elect REHP coverage shall be required to contribute to the cost of coverage. The annual retiree contribution rate shall be a percentage of the employee's final annual gross salary at the time of retirement from State service equal to the active employee contribution rate in effect on the date of retirement and will be payable monthly at the rate of one-twelfth of the annual retiree contribution rate.

The annual retiree contribution rate during the term of this agreement for employees who retire on or after July 1, 2011 shall be three (3) percent of the employee's final average salary at the time of retirement, as determined by the methodology utilized by the State Employees' Retirement System to calculate pension benefits, and will be payable monthly at the rate of one-twelfth of the annual retiree contribution rate. The methodology utilized by the State Employees' Retirement System to calculate pension benefits will also be applied to determine the annual retiree contribution rate for employees who retired on or after July 1, 2007 through June 30, 2011 in those situations where said methodology results in a lower retiree contribution rate than results from the use of final gross annual salary; in situations where use of final gross annual salary yields a lower contribution rate for such former employees, it shall continue to be used. Further, the annual retiree contribution rate for all present and future Medicare eligible retirees who have a contribution rate of three (3) percent will be reduced to one-and-one-half (1.5) percent of the appropriate base (final gross annual salary or final average salary) when a retiree becomes eligible for Medicare coverage, and will be payable monthly at the rate of one-twelfth of the annual retiree contribution rate.

d. The REHP is developed and administered in a cost effective and beneficial manner by the Fund, subject only to the prior approval of the Office of Administration and in accordance with the terms and conditions of the REHP Participation Agreement between the Employer and the Fund.

e. The Employer shall continue to pay the cost of coverage, subject to the required retiree contribution rates, for annuitants who retire under (1), (2), (3), (4), (5) or (6) below and who have elected REHP coverage:

(1) Retirement at or after superannuation age with at least 15 years of credited service (20 years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems, except that

- (a) an employee who leaves State employment prior to superannuation age and subsequently retires at or after superannuation age must have 25 years of credited service in the State and/or Public School Retirement Systems,
- (b) an employee who is furloughed prior to superannuation age and subsequently retires at or after superannuation age during the recall period must have 15 or more years of credited service (20 or more years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems,
- (c) an employee who leaves State employment prior to superannuation age and is subsequently rehired and then retires at or after superannuation age must have 15 or more years of credited service (20 or more years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the REHP prior to the most recent rehire period, this three year requirement will not apply,
- (d) an employee who leaves State employment subsequent to superannuation age and is subsequently rehired and then retires must have 15 or more years of credited service (20 or more years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the REHP prior to the most recent rehire period, this three year requirement will not apply.

(2) Disability retirement, which requires at least five years of credited service in the State and/or Public School Retirement Systems, except that, if an employee had previously qualified based on an approved disability retirement, then returns and retires under a normal or early retirement, he or she must retire at or after superannuation age with 15 or more years of credited service (20 or more years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems or 25 years of credited service in the State and/or Public School Retirement Systems or

(3) Other retirement with at least 25 years of credited service in the State and/or Public School Retirement Systems, except that an employee who leaves State employment, is subsequently rehired and retires must have at least 25 years of credited service in the State and/or Public School Retirement Systems with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the REHP prior to the most recent rehire period, this three year requirement will not apply.

(4) All employees who had at least 15 years of credited service as of June 30, 2008, or who had 13 years of credited service and were within one year of superannuation age as of June 30, 2008, whether it had been purchased as of that date or was eligible to be purchased as of that date, shall be eligible to elect REHP coverage upon reaching superannuation age with 15 years of credited service rather than 20. The three-year rehire rule will not apply to such employees.

(5) For UC Claims Intermittent Intake Interviewers in the Department of Labor and Industry who are treated as permanent employees for benefits purposes, entitlement to the REHP will require an additional six months of credited service for each five (5) years of credited service established in (1), (2), (3) and (4) above.

(6) For purposes of eligibility for REHP coverage under this Section, credited service earned on or after July 1, 2007, will be limited to service as a Commonwealth employee which otherwise counts as credited service under the State and/or Public School Retirement, TIAA-CREF or other approved retirement systems' rules in effect from time to time. Employees hired on or after July 1, 2007 who have earned credited service under the State and/or Public School Retirement, TIAA-CREF or other approved retirement systems' rules with another employer will not have that service counted for purposes of eligibility for REHP coverage, unless they were employed by the Commonwealth prior to July 1, 2007. If it is determined by the State and/or Public School Retirement Systems that a Commonwealth employee is eligible for additional credited service for military service, such credited service will be included in the determination of eligibility for REHP coverage. The phrase "Commonwealth employee" shall be limited to service earned through an employing agency eligible to participate in the Commonwealth's Life Insurance Program.

Section 7. When an employee dies as a result of a work-related accident, the Fund shall continue to provide medical plan benefits and supplemental benefits, as determined and extended by the Fund, to the spouse and eligible dependents of the employee until the spouse remarries or becomes eligible for coverage under another Employer's health plan. Annual certification of non-coverage will be required.

The medical plan benefits and supplemental benefits will be converted to the REHP at the time when the employee would have reached age 60.

Section 8. a. An Energy Assistance Worker in the Department of Human Services who works the hours referenced below during any one contract year (July 1 to June 30) shall be reimbursed the percentages listed below for that year, for actual verified out-of-pocket premium costs which he/she pays for hospital, medical/surgical and major medical insurance. Such employee reimbursement shall not exceed the equivalent of biweekly premiums for three, six, nine or twelve months, whichever is appropriate, of premiums provided for in Section 1.c. above.

This reimbursement shall be calculated at the end of the contract year in which the hours are completed and payment made to the employee within 90 days thereafter.

<u>Hours Worked</u>	<u>Reimbursement Percentage</u>
From 475 to 949	25%
From 950 to 1424	50%
From 1425 to 1899	75%
From 1900 and up	100%

b. Energy Assistance Workers who worked nine or more months and had previously qualified for medical plan benefits and supplemental benefits under the Commonwealth's program shall continue to receive such benefits and the provisions of Subsection a. above shall not apply.

Section 9. The parties will evaluate the health plans offered under the Fund, and take action as necessary, in order to ensure that a tax and/or penalty is not assessed against the Commonwealth pursuant to the Affordable Health Care Act as a result of the impact upon employees of any such plans.

ARTICLE 26 DAY CARE

A statewide joint committee comprised of five representatives of the Union and five representatives of the Employer (agencies under the Governor's jurisdiction) will meet during the term of this Agreement to discuss expansion of child care facilities.

ARTICLE 27
CLASSIFICATION

Section 1. The position classification plan, as established and maintained by the Employer, consists of a schedule of classification titles with classification specifications for each classification which define and describe representative duties and responsibilities and set forth the minimum requirements and qualifications essential to the performance of the work of the classification. If employees consider their permanent position to be improperly classified the employee may process an appeal for a reallocation of their position through an Expedited Classification Grievance Procedure as follows:

STEP 1: The Employee or the Union will present the grievance to the agency Human Resource Director or his or her designee. The Employee or Union will also provide an informational copy of the grievance to their institutional, regional or district Human Resources Office where applicable. The Employee or the Union shall attach to the grievance a description of the job. The Employer will respond in writing within 45 working days of receipt of the grievance.

STEP 2: In the event that the grievance is not satisfactorily resolved at Step 1, the Employee or the Union may submit a written appeal to the Office of Administration, Classification and Pay Division within 15 working days after the Employer's Step 1 response is due. The Office of Administration will then have 45 working days to respond in writing to the grievance appeal at this level. Decisions made prior to Step 2 may be reversed by the Office of Administration.

If a determination is made by the Employer in the course of an employee appeal that a position should be upgraded, the employee shall be promoted retroactively to the date the grievance was filed in writing.

If a final determination is made by the Employer in the course of an employee appeal or an Employer-initiated classification review that a position should be downgraded, the employee shall be demoted to the proper classification and pay scale group at the nearest step not greater than the employee's current salary. If the employee's salary is greater than the maximum step of the lower pay scale group, there shall be no reduction in salary. The effective date of the classification change shall be the first day of the first pay period subsequent to the response.

If a final determination is made by the Employer in the course of an employee appeal or an Employer initiated classification review that a position should be reclassified to another class in the same pay scale group, the effective date of the classification change shall be the first day of the first pay period subsequent to the response.

Section 2. The Union, in response to an unfavorable decision at Step 2, may submit classification appeals to advisory arbitration, within 45 days after the Office of Administration's response is due.

Such appeals will be reviewed by a panel which shall consist of three (3) members; one member appointed by the Employer, one member appointed by the Union, and a third member selected by the parties jointly from a list of five names to be mutually agreed upon by the Employer and the Union. The third member shall not be affiliated, directly or indirectly, with any labor organization or be an employee of the Commonwealth and must be knowledgeable in the field of position classification. The parties agree to select arbitrators and agree upon hearing dates as expeditiously as possible, and agree that grievances will be scheduled for arbitration within two years of the Union's provision of notice of intent to proceed to arbitration. It is understood that the two year time limit refers to the Union proposing selection of an arbitrator and a hearing date for the case, rather than the actual conduct of the hearing.

The panel shall neither add to, subtract from, nor modify the provisions of this Article nor recommend any alterations or revisions to the Commonwealth's classification and compensation plans. The panel shall be confined to deciding the proper classification in the then existing classification plan for the position in dispute.

The findings of the panel shall be submitted to the parties within 30 working days after the hearing or receipt of transcript when taken. The determination of the panel shall be advisory only as to the Employer.

The panel shall meet monthly if necessary for the purpose of hearing appeals under this Section.

Section 3. The Union recognizes the right of the Employer to direct its working forces, which includes the assignment of work to individual employees and it further recognizes that such assignments may include work outside an employee's classification. However it is understood that assignments outside of classification shall be made in a manner consistent with the Employer's operations and organizational requirements.

Whenever an employee within the unit temporarily is charged to perform in general the duties and responsibilities of a position in a higher rated classification that are separate and distinct from those of the employee's own position for a period of five full cumulative days in a quarter, the employee shall be compensated, retroactive to the time the assignment took place, at an amount equal to four and one-half percent of the employee's current rate of pay or at the starting rate of the pay scale group for the higher class, whichever is greater. Employees who are charged to perform higher class work for a full day and who take leave for a portion of that day will be compensated, in increments of 1/4 hour, for the partial day worked in the higher class after the five full day threshold has been met. Such employee while working and being paid in a higher class will also be paid at the higher rate for a holiday provided the employee is charged to perform the higher level duties on the employee's scheduled workday immediately before and immediately after such holiday and is paid at the higher rate for those days. The holiday shall not count toward the requirement for five full cumulative days in a quarter, unless actually worked. Once the requirement for the five full cumulative day threshold has been met, payment will be included in the biweekly paycheck. An

employee or employees shall not be temporarily assigned to fill a position in a higher rated classification for more than nine (9) continuous months or the length of an approved leave of absence where the employee being replaced has a guaranteed right of return, whichever is greater.

If the position is filled permanently by other than the employee temporarily filling the position, the employee temporarily assigned shall be returned to their previous position and compensation, but shall receive any increments and service credits for such increments to which they would have been entitled had they remained in their normal assignment.

In addition, if the Employer assigns an employee on a temporary basis to a lower classification or if an employee temporarily performs some duties and functions assigned to a lower classification, the employee so assigned shall receive the compensation of the higher level to which the employee is regularly assigned. The Employer, however, at any individual work site, shall make such assignments on a non-discriminatory basis so as to equalize the same among the employees within the classification from which assignments are made, so long as such equalization does not interfere with efficient operating procedures.

Grievances arising from the provisions of this Section shall be submitted in writing and include the dates on which the alleged out of class work occurred and a description of the alleged higher level work performed. Grievances pertaining to this Section may be processed in accordance with the grievance and arbitration procedure delineated in Sections 1 and 2 of this Article.

For the purpose of this Section, the calendar quarters shall be defined as beginning with the first full pay period in January through March 31, April 1 through June 30, July 1 through September 30, and October 1 through the last full pay period of the leave calendar year, which is the pay period that includes December 31. For employees of the Pennsylvania State System of Higher Education, the calendar quarters for the purpose of this Article shall be defined as January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31.

Section 4. Under Sections 2 and 3 above, all fees and expenses of the arbitrator shall be divided equally between the parties except where one of the parties of this Agreement requests a postponement of a previously scheduled arbitration meeting which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the appeal in which event the postponement charge shall be divided equally between the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

Section 5. The Employer shall notify the Union of changes to the Classification and Pay Plan involving jobs presently in or reasonably anticipated to be placed in certified bargaining units for

which the Union is the representative, prior to the submission of these changes to the Executive Board of the Commonwealth. The Union will submit its comments in writing, to the Employer within 30 calendar days of receipt of the notification. If written comments are not received from the Union within 30 calendar days, the Employer will contact the Union before submitting the proposals to the Executive Board. Reasonable written requests by the Union for time extensions will be granted.

If the Union disagrees with a change to the Classification and Pay Plan affecting an existing job represented by the Union that is proposed by the Employer, the Union may submit the issue to the Job Evaluation Committee. The Committee will be comprised of representatives from the Statewide Union and the Office of Administration, Classification and Pay Division. Agency management representatives may sit on the Committee when deemed necessary by the Employer, and other union officials may sit on the Committee when deemed necessary by the Statewide Union. The Union will place issues before the Committee by submitting a written request to the Office of Administration, Classification and Pay Division. The request will identify the Union's specific objections to the Commonwealth's proposal and the Union's rationale for the objections. The Committee will then meet to review and discuss the Union's objections. Either party may elect to hold a subsequent meeting of the Committee for the purposes of hearing from potential affected representative employees chosen by the Union. The Employer will provide a written response to the Union upon completion of its review.

Disputes not resolved by the Job Evaluation Committee may be submitted by the Union to an Arbitration Panel. The Union must submit a written notice of intent to proceed to arbitration to the Employer within 45 working days of the Employer's written response to the Union. The Arbitration Panel shall be composed of three members; one appointed by the Union, one appointed by the Employer, and the third to be mutually agreed upon or selected from a list of arbitrators supplied by the Pennsylvania Bureau of Mediation. The Panel will be confined to considering the appropriateness of the changes proposed by the Commonwealth. The decision of the Panel shall be advisory to the parties in this Agreement.

Section 6. When employees are assigned to a new permanent job with duties that are substantially different from their current duties, a job description, if available, shall be provided in advance of the new job being assumed. If no job description exists, sufficient explanation shall be provided and the job description prepared as soon as possible. Employee job descriptions should be reviewed with the employee on an annual basis and updated as necessary. Upon request, the employee shall be provided a copy. The appropriate forum for issues relating to this Section shall be labor-management meetings.

Section 7. A statewide joint committee comprised of 5 representatives from the Union and 5 representatives from the Employer shall be established to discuss recruitment and retention issues involving jobs in units represented by the Union.

ARTICLE 28
TRAVEL EXPENSES

Section 1. Travel expenses shall be paid in accordance with the Commonwealth's existing Travel Expense Regulations. The mileage allowance shall be the General Services Administration rate. If the General Services Administration of the Federal government increases or decreases the mileage allowance for employees under its jurisdiction, the mileage allowance for employees under this Agreement will be increased or decreased on the effective date of the General Services Administration change.

Section 2. An employee who is required by the Employer to travel 15 miles or more from his/her regular office work site and whose work assignment requires that he/she remain away from said office work site during his/her normal lunch period, shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50 (including sales tax).

Section 3. When an employee is required to take patients/residents/inmates out of the institution or to shop off grounds for the patient/resident/inmate over a meal period, the employee will be provided with a meal similar to that provided the patients/residents/inmates, or will be compensated for a meal in the amount not to exceed \$7.75, including sales tax. In addition, an employee shall be compensated for the money expended on a meal for the patient/resident/ inmate. These allowances for subsistence require no receipt or other accounting. However, they are not flat allowances and only amounts actually expended may be claimed.

Section 4. a. Except as described in Subsection 4.b. of this Article, bargaining unit employees in the Department of Labor and Industry who are required to travel between 25 miles and 49 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted one-half hour travel time in each direction.

Employees who are required to travel between 50 miles and 99 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted one hour travel time in each direction.

Employees who are required to travel more than 100 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted an additional one hour's travel time in each direction, for each additional 50 miles traveled.

Hours of work for employees, if required by the Employer to travel to and from the work site by transportation provided by the Employer, shall commence at the time of embarkation and shall cease at the time of debarkation.

b. The calculation of travel on a portal-to-portal basis in the Department of Labor and Industry's Bureau of Blindness and Visual Services will be continued for those individual employees in the Bureau who were subject to such calculation on July 1, 2011 and to those

individual employees hired into bargaining unit positions in the Bureau from June 1, 2010 through March 31, 2012. Subsection 4.a. of this Article will apply to individual employees hired into bargaining unit positions in the Bureau on or after April 1, 2012.

ARTICLE 29 SENIORITY

Section 1. Under the terms of this Agreement, the term "seniority" means a preferred position for specific purposes which one employee within a seniority unit may have over another employee within the seniority unit because of a greater length of service within the state government or a particular organizational or occupational segment thereof.

a. Bargaining Unit seniority standing for the purpose of promotions, shift preference, furlough and involuntary permanent transfers shall be determined by the length of unbroken (as defined in Section 2) service with the Employer in rank and file classifications in the bargaining unit covered by this Agreement.

b. Employees who are absent without pay will not lose seniority for regularly scheduled days off that immediately precede the day of their return, provided the employees return at the beginning of their scheduled shift.

c. Employees who served in the Armed Forces of the United States during periods of war in which the United States was or is engaged as listed below shall, if they have not previously done so, be responsible for providing proof of military service to their human resource officer within 60 days of their first day of work or 60 days after discharge or release from active duty during a current period of war in order to receive seniority credit in accordance with the Veteran's Preference Act 51 Pa. C.S. 7101. When the Employer determines that a furlough is necessary and there is no proof of military service in an employee's personnel file, the Employer shall not be held liable for any actions associated with the evaluation of seniority standing unless an employee provides proof of military service within ten (10) days of the date the employee is notified of his/her furlough.

Applicable periods of war are as follows:

1. World War II - December 7, 1941 - September 2, 1945
2. Korea - June 25, 1950 - July 27, 1953
3. Vietnam - August 5, 1964 - January 28, 1973
4. Persian Gulf - August 2, 1990 - August 31, 1991
5. War on Terrorism, September 11, 2001 to date determined by the Adjutant General (Department of Military and Veterans Affairs) pursuant to 51 Pa. C.S. 7101.

d. Employees will accrue seniority in accordance with the following procedure: The number of regular hours paid each biweekly pay period plus the number of hours of military leave without pay; leave without pay for Union business in accordance with Article 17, Sections 2.b. and 3; sick leave without pay in accordance with Article 17, Sections 5 and 6; leave without pay for work-related injuries in accordance with Article 19; parental leave without pay in accordance with Article 18, Section 1 and family care leave without pay in accordance with Article 47 will be accumulated. This total number of hours will be divided by 7.5 or 8 as applicable and rounded up to the next higher day. The result will be added to the employee's accumulated total.

Section 2. The following shall constitute a break in service: resignation, separation for just cause, retirement, absence without leave for five consecutive work days, failure to report within 10 consecutive work days of recall, expiration of recall period, failure to report after leave and acceptance of other permanent employment while on leave. This shall not restrict the Employer's right to take whatever personnel action it deems warranted for any of the above. If service is broken by any of the above, the employee shall lose Bargaining Unit seniority. If an employee is returned within one year after such break in service, he/she shall be entitled to credit for seniority purposes the time accrued up to the time break in service occurred, but shall not be entitled to any credit for the time represented by such break in service. Furloughed employees who either are superannuated or who are eligible under a special retirement incentive program, and who file applications for retirement benefits which are subsequently approved, will be considered to have a break in service as of the date of the approval of benefits by the State Employees' Retirement Board.

Section 3. Seniority lists shall be prepared for each seniority group and revised where necessary every six months. Appropriate seniority dates shall be shown thereon to permit application of various seniority provisions. Such lists shall be posted on the appropriate bulletin boards at permanent work sites.

Section 4. The Employer agrees to post all vacancies within the bargaining unit at appropriate work locations within the seniority unit prior to the filling of such vacancies for a period of at least 15 calendar days when the vacancies are above the entrance level and 10 calendar days when the vacancies are entrance level unless an emergency requires a lesser period of time. Such posted notice shall include the location (i.e. office, institution) of the vacancy. With respect to the Bureau of Employer and Career Services, the postmark or the date on a return receipt will be the determining factor in deciding timely bids.

If a vacancy is not filled within 90 calendar days following the closing date specified on the posting, the Employer will re-post the vacancy and all employees must follow the procedures set forth in Sections 5.a. and 6.a. of this Article in order to be considered.

Section 5. Whenever the Employer deems it necessary to fill a non-civil service vacancy, vacancies shall be filled in the following manner:

- a. Employees in the seniority unit and in the classification(s) immediately below (as shown in Appendix B) the classification of the vacancy wishing to bid for such vacancy shall submit to the Employer their name on a bidding form available from an agency office specified on the posting. Employees must submit a bid within the time period specified on the posting.
- b. Where it is determined that skill and ability are relatively equal among the bidding seniority unit employees in the classification(s) immediately below (as shown in Appendix B) the classification of the vacancy, the vacancy shall be filled by the employees with the greatest Bargaining Unit seniority except in the following instances:
 - (1) Where it is necessary to comply with the provisions of applicable law and rules relating to the Commonwealth's Equal Employment Opportunity Program.
 - (2) Where the job involved requires highly specialized skill, training and expertise and there are no employees in the classification immediately below (as shown in Appendix B) the vacancy who possess such qualifications.
 - (3) Whenever a position is reclassified upward to correct an improper classification or to reflect an accretion of duties or reorganization of duties, then the incumbent shall be awarded the higher position.
 - (4) Where an employee who has completed the probationary period and is downgraded in accordance with the provisions of Article 27, Section 1. In such cases, an employee who bids shall be granted preference to a posted vacancy in the same classification from which the employee was downgraded. The preferential right shall cease when the employee accepts a position to a classification with the same or higher pay scale group as the classification from which the employee was downgraded. For purposes of this Subsection, seniority standing shall be the length of service in the classification from which the employee was downgraded.

If an employee is promoted in accordance with this Subsection and was temporarily assigned, at the time the position was posted or thereafter, to work in that position, the employee will be promoted retroactive to the ending date of the posting.

Section 6. Whenever the Employer deems it necessary to fill a civil service vacancy, vacancies shall be filled in the following manner:

- a. Employees in the seniority unit and in the classification immediately below (as shown in Appendix B) the classification of the vacancy wishing to bid for such

vacancy shall submit to the Employer their name on a bidding form available from an agency office specified on the posting. Employees must submit a bid within the time period specified on the posting.

- b. When a vacancy is filled without examination and where it is determined that skill and ability are relatively equal among the bidding seniority unit employees in the classification(s) immediately below (as shown in Appendix B) the vacancy, the vacancy shall be filled by promoting the employee with the greatest Bargaining Unit seniority in the classification immediately below the classification of the vacancy (as shown in Appendix B) subject to the exceptions noted in Section 5.b. of this Article.
- c. When a vacancy is filled by examination within a seniority unit, the bidding employee with the greatest Bargaining Unit seniority in the classification(s) immediately below (as shown in Appendix B) the vacancy who is within five points of the seniority unit employee with the highest score shall be promoted unless a person outside the seniority unit receives a grade placing him/her 10 points or more higher than the seniority unit employee with the highest score in which instance the person from outside the seniority unit may be appointed. An example of a five-point range would be 85-90, inclusive. An example of a 10 point range would be 80-90, inclusive. This Section is subject to the exceptions as set forth for non-civil service employees in Subsections (1), (2), (3) and (4) of Section 5.b. of this Article. For the purpose of this Section, persons outside the seniority unit whose names appear on the civil service list are not required to submit a bid in order to be considered for the vacancy.
- d. If an employee is promoted in accordance with this Section and was temporarily assigned, at the time the position was posted or thereafter, to work in that position, the employee will be promoted retroactive to the ending date of the posting.

Section 7. When the Employer determines that a furlough is necessary within seniority units as listed in Appendix C, employees will be furloughed in the inverse order of Bargaining Unit seniority. Employees affected by furlough who have the requisite seniority and skill and ability shall bump laterally or down in the following manner:

- a. If an employee is affected by furlough, he/she shall bump laterally into any classification previously held within the same geographical and organizational limitation as the seniority unit listed in Appendix C, provided that he/she has more Bargaining Unit seniority than the employee with the least Bargaining Unit seniority of all lateral classifications previously held and has the requisite skill and ability.
- b. If the affected employee is unable to bump under Subsection a. above, he/she shall bump back into the next lower classification in the classification series at the time of

furlough within the bargaining unit and within the same geographical and organizational limitation of the seniority unit listed in Appendix C, using the seniority procedure specified in a. above. If such a bump is not available, the employee shall bump into a lower classification in the classification series of the position previously held using the same procedure.

- c. If the affected employee is unable to bump into any position as provided in Subsections a. and b. above, he/she shall bump down into a lower classification in any classification series previously held within the same geographical and organizational limitation of the seniority unit listed in Appendix C, using the seniority procedure specified in a. above provided that he/she has the requisite skill and ability to perform the work in that classification.
- d. If the affected employee is unable to bump into any position as provided in Subsections a., b., or c. above, he/she shall be furloughed except for employees of County Assistance Offices, (CAO), Mental Health/Mental Retardation (MH/MR) facilities, General Hospitals, Youth Development Centers (YDC) and Youth Forestry Camps (YFC), and the Office of Vocational Rehabilitation who have five or more years of Bargaining Unit seniority. An employee in any of the above referenced organizational units who has five or more years of Bargaining Unit seniority and who is scheduled to be furloughed from an individual CAO, MH/MR facility, General Hospital, YDC and YFC, or a District Office of the Office of Vocational Rehabilitation in which he/she is employed, may bump, in a manner consistent with the provisions of Subsections a., b., and c. above within the appropriate expanded seniority unit as listed in Appendix D. If such affected employees are unable to bump into any position in the appropriate expanded seniority unit, such employees shall be furloughed. An employee who refuses to bump within the appropriate expanded seniority unit listed in Appendix D shall forfeit all recall rights within the applicable expanded seniority unit listed in Appendix D but shall retain recall rights within the seniority units listed in Appendix C.
- e. If the Employer becomes aware that a furlough bump is to occur that would not conform to the terms of this Section, it shall proceed in accordance with the terms of the sideletter dated July 30, 1996 and titled "Reconfiguring Bumps" appended to this Agreement.
- f. Where the need for furlough can be reasonably anticipated, the Employer will notify the Union one month in advance of any impending furlough.
- g. Employees shall be permitted to adjust their seniority downward prior to any furlough action which affects their classification. However, exercise of this option shall be subject to the following limitations:

- (1) there shall be no increase in cost to the Employer;
- (2) the employee must sign an indemnification agreement holding the Employer and the Union harmless from any claims resulting by operation of this Section;
- (3) the employee shall be subject to recall in accordance with his or her own seniority and the applicable provisions on recall contained herein;
- (4) the employee shall not have rights to placement;
- (5) the employee shall not have rights to bump.

The Union shall provide the Employer with written notice of the names of those employees who have elected to exercise this option and the fully executed indemnification agreement within 10 calendar days of the date of the Employer's notice to the Union of furlough.

Section 8. Before any furlough is implemented in a classification in the classified service in a seniority unit, all emergency employees in the seniority unit will be separated before any temporary employees in the seniority unit; temporary employees in the seniority unit will be separated before any provisional employees in the seniority unit; provisional employees in the seniority unit will be separated before any probationary or regular status members of the classified service in the seniority unit are furloughed.

Before any furlough is implemented in a non-civil service classification, all temporary employees in that classification in the seniority unit will be separated before any permanent employees in the seniority unit are furloughed.

Section 9. The Employer shall establish a recall list by classification series using the same geographical and organizational limitation as the seniority unit from which the furlough occurred (see Appendix C for seniority unit designations) for those employees furloughed under Section 7.a., b. and c. of this Article in the inverse order of seniority:

- a. Employees on such recall lists shall have rights to a position in a classification within the geographical and organizational unit as listed in Appendix C from which they were furloughed or to any lower level classification in the same classification series in the same geographical and organizational limitation as the seniority unit listed in Appendix C in which the furlough occurred provided they have the requisite skill and ability.
- b. The Employer shall also establish a recall list for employees furloughed under Section 7.a., b., c. and d. of this Article from positions in County Assistance Offices,

MH/MR Facilities, General Hospitals, YDC's and YFC's, Correctional Institutions, Office of Vocational Rehabilitation and the Bureau of Employer and Career Services, by classification series using the geographical and organizational units listed in Appendix D.

Employees on such recall lists shall have rights to a position in a classification within the geographical and organizational unit as listed in Appendix D from which they were furloughed or to any lower level classification in the same classification series in the same geographical and organizational unit as listed in Appendix D in which the furlough occurred provided there are no claims to such positions arising from Subsection a. above, and provided they have the requisite seniority and skill and ability.

Employees furloughed as a result of the closing of an institution operated by the Department of Human Services will be allowed a one-time right to be placed on the recall list of another institution.

- c. If an employee refuses to bump in accordance with Section 7.a., such employee shall forfeit all recall rights in b. above and shall be limited to recall rights to the classification from which furloughed in a. above.
- d. In the event an employee refuses an offer of employment to any classification for which he/she has recall rights under b. above, such employee shall forfeit all recall rights under b. above.
- e. If an employee on a recall list in accordance with a. above refuses an offer of employment in a lower classification for which he/she has seniority rights, he/she shall forfeit recall rights to such a classification; if the employee refuses an offer of employment in the classification from which he/she was initially furloughed he/she shall forfeit all recall rights under this Section.
- f. An employee who accepts an offer of employment to a lower classification for which he/she has seniority rights under a. and b. above shall not be removed from any recall list for any higher level classification for which he/she has seniority rights.
- g. Employees shall be placed on recall lists in a. and b. above in Bargaining Unit seniority order (most senior first) and employees shall be recalled in Bargaining Unit seniority order regardless of the date of furlough or the date an employee was placed on the list.
- h. If an employee on a recall list in accordance with a. and b. above refuses an offer of recall to either a temporary or part-time position for which he/she has seniority rights, that employee shall forfeit recall rights to all temporary or part-time

positions. The employee shall retain recall rights to permanent, full-time employment for which he/she is eligible.

- i. An employee's name shall remain on all recall lists for a period of three years after the effective date of the furlough. If an employee has not been recalled within such three year period, the employee's name shall be removed from all recall lists.
- j. During the period that an employee is on any recall list, he/she shall keep the Employer informed of any address changes. The Employer shall not be held liable if an employee is not offered recall due to failure to notify the Employer of a change of address.
- k. A furloughed employee who, during a recall period, returns to the Employer's payroll in a temporary capacity shall be eligible for all benefits enjoyed by permanent employees, provided other applicable eligibility requirements are met.
- l. The Employer will provide the Union with a copy of all recall lists.
- m. Furloughed employees who either are superannuated or who are eligible under a special retirement incentive program, and who file applications for retirement benefits which are subsequently approved, shall forfeit all recall rights under this Section, as of the date of the approval of benefits by the State Employees' Retirement Board.
- n. The recall period of a furloughed employee who, during the recall period, returns to the furloughing Agency's payroll in a temporary capacity shall be extended by the amount of time the employee serves in the temporary capacity.

Section 10. If an employee is unable to execute a bump as provided by Article 29, Section 7, and is placed on a furlough list, the Employer will attempt to place the employee in a budgeted, available, uncommitted vacancy in classifications covered by this Agreement to which there are no seniority claims in the following manner:

- a. Placement will be made to positions in classifications covered by this Agreement to which the employee has bumping rights in any agency under the jurisdiction of the Governor provided the employee possesses the requisite skill and ability. In addition, placement will be made to entrance level vacancies in any classification covered by this Agreement in the same or lower pay scale group in any agency under the Governor's jurisdiction, provided the employee meets the minimum requirements and qualifications essential to the work of the vacancy. For purposes of this Section only, the following classifications shall be considered as entrance level provided there are no permanent, full-time employees who have a seniority right to the position in question and provided further that the promotional rights of

temporary employees shall be superseded by the placement rights of permanent employees.

Vocational Rehabilitation Counselor I
Claims Investigation Agent
Residential Services Worker
Human Service Aide
Caseworker
Corrections Counselor I
Income Maintenance Caseworker
Youth Development Counselor I
Therapeutic Activities Services Worker
Energy Assistance Worker
Social Worker I
Therapeutic Recreational Services Worker
Vocational Adjustment Services Worker
Vocational Rehabilitation Counseling Assistant

- b. Employees placed in entrance level vacancies which are not in the classification or classification series which an employee previously held will serve a six month probationary period during which the provisions of Article 31, Section 1 shall not apply. Employees who are terminated for failure to successfully complete the probationary period shall retain recall rights under Section 9 of this Article.
- c. Geographic limitations for the application of this Section will be designated by the employee completing a placement questionnaire. The employee may choose up to ten counties in which the employee would be available for employment or a statewide availability. Such county or statewide designation may be changed once during the placement period. Such changing will not be considered effective until received, in writing, by the Bureau of State Employment, Office of Administration, and will not alter the status of any placement referrals which have been initiated. In addition, the employee may designate a pay scale group below which the employee will not accept an offer of placement. However, once such a pay scale group cut-off is designated it cannot be changed.
- d. Each employee will complete an "Availability for Temporary Employment Questionnaire." If an employee indicates a desire not to be offered placement to temporary positions no such offers will be made and placement rights to permanent positions will not be affected. However, if an employee indicates a desire to be offered placement to temporary positions, is offered a temporary position and refuses such an offer, the employee shall forfeit all placement rights.

- e. Employees who are offered placement to a UC Claims Intermittent Intake Interviewer position and refuse such offers shall forfeit placement rights to other UC Claims Intermittent Intake Interviewer positions and temporary positions only. However, acceptance of placement to a UC Claims Intermittent Intake Interviewer position or a temporary position shall not impact placement rights to permanent positions.

Employees who have recall rights to Employment Interviewer Assistant positions and are placed into UC Claims Intermittent Intake Interviewer positions shall retain recall rights to Employment Interviewer Assistant positions.

- f. Placement will be made in order of Bargaining Unit seniority.
- g. Civil service employees will have placement rights to both civil service and non-civil service vacancies consistent with the requirements outlined in Subsection a. of this Section.

Non-civil service employees will have placement rights only to non-civil service vacancies, except that if an appropriate vacancy in a non-civil service position is not available and the employee previously was a member of the classified service in a classification to which the employee would have rights under this Section, placement in that civil service classification will be attempted consistent with the requirements outlined in Subsection a. of this Section and in accordance with the Civil Service Act and Rules.

- h. Employees will be offered placement in one vacant position. If an employee declines the offer of placement, the employee's rights under this Section shall cease. The furloughed employee shall retain recall rights as outlined in Article 29, Section 9.
- i. If an employee accepts an offer of placement under this Section, any other placement rights to which an employee may be entitled shall cease.

If an employee accepts an offer of placement to a temporary position, the employee shall retain placement rights to a permanent, full-time position under this Section.

- j. Employees placed in vacancies in the same classification from which furloughed or in vacancies in other classifications at the same pay scale group of the classification from which furloughed and in the same seniority unit from which furloughed shall lose recall rights outlined in Article 29, Section 9. However, employees placed in vacancies in the same classification from which furloughed or in vacancies in other classifications at the same pay scale group of the classification from which furloughed but in a seniority unit other than the seniority unit from which

furloughed, will retain recall rights only to the seniority unit from which they were furloughed. Employees who have recall rights to Employment Interviewer Assistant positions and are placed into UC Claims Intermittent Intake Interviewer positions shall retain recall rights to the Employment Interviewer Assistant positions. Those employees placed in a classification in a lower pay scale group will retain their recall rights under Article 29, Section 9.

- k. The provisions of this Section will be implemented at the time the employee's completed placement questionnaire is received by the central human resource office of the appropriate agency and will continue for 12 months after the employee has been furloughed. When the 12 month period has expired, an employee's rights under this Section cease. However, the employee will retain recall rights under Article 29, Section 9, except as provided in Subsection j. The provisions of this Section will not be implemented on behalf of employees who do not return completed placement questionnaires.
- l. Employees who refuse bump opportunities in accordance with Section 7 a., b., c. or d. of this Article shall not be eligible for placement under the provisions of this Section.
- m. Furloughed employees who either are superannuated or who are eligible under a special retirement incentive program, and who file applications for retirement benefits which are subsequently approved, shall forfeit all placement rights under this Section, as of the date of the approval of benefits by the State Employees' Retirement Board.

Section 11. Employees desiring to transfer to other positions shall submit a written request to their immediate supervisor stating the reasons for the requested transfer. Preference shall be given to those transfers where the employee can demonstrate inordinate family hardships. If the Employer in its sole discretion agrees to such transfer, the employee shall be entitled to maintain whatever seniority rights that are appropriate.

Voluntary permanent transfers within multi-office seniority units shall be handled in the following manner:

- a. Employees shall advise the Employer in writing of their desire to be considered for voluntary permanent transfers within multi-office seniority units.
- b. Transfers will be accepted from among volunteers in the appropriate classification with the greatest Bargaining Unit seniority unless that employee does not have the necessary skill and ability to perform the job at the new location without further training, or if the remaining employees at the old location will not have the clear capacity and the requisite skill and ability to continue to provide the required public

service without delay or disruptions. In addition, employees in the progressive disciplinary chain for work performance will not be considered for transfers in accordance with this Section.

Section 12. Permanent transfers from one geographical work location to another shall be made in the following manner:

- a. The Employer shall first attempt to secure volunteers from the appropriate classification consistent with Section 11 above. The volunteer in the appropriate classification with the greatest Bargaining Unit seniority shall be accepted unless the employee involved does not have the necessary skill and ability to perform the job at the new location without further training or if the remaining employees at the old location will not have the clear capacity and the requisite skill and ability to continue to provide the required public service without delay or disruption.
- b. In the event that sufficient volunteers are not secured or volunteers are passed over, involuntary permanent transfers shall be made in inverse order of Bargaining Unit seniority provided the employee involved has the skill and ability to perform the work at the new location without further training and further provided that the remaining employees at the old location have the clear capacity and requisite skill and ability to continue to provide the required public service without delay or disruption.
- c. Except in emergencies, the Employer shall give the local Union five days notice of such transfers.
- d. The application of this Section may be modified by local agreement in those cases where an employee can demonstrate inordinate family hardships.

Section 13. In making shift assignments to shift openings, preference shall be granted on a seniority basis unless the Employer feels it is necessary to assign otherwise in order to protect the efficiency of operation. Seniority status in this regard shall be Bargaining Unit seniority.

Section 14. The probationary period for promotions shall be 180 calendar days in length. The Employer and the local Union may, by written agreement, extend the probationary period for an additional period. Written notification of such extension shall be sent to the employee. The provisions of Article 31, Section 1 shall not be applicable if an employee is demoted within the initial 180 calendar day probationary period or any extension period for failure to successfully complete the probationary period. In such case, employees shall have the right to return to their former classification during this period. Periods of leave without pay or periods of time during which an employee is using paid leave to supplement workers' compensation shall not count toward the initial 180 calendar day probationary period or any extension period.

If an employee works out of class and is subsequently promoted to the same classification in the same seniority unit, the employee shall have the time worked out of class in the preceding six months credited toward the probationary period.

Section 15. a. For the purpose of layoff and furlough only, 500 Union officials shall be granted superseniority. Superseniority shall apply solely during the term of office of the employee as a Union official. The Union shall provide the Office of Administration, Bureau of Labor Relations, on a quarterly basis, a list of all employees who have been granted superseniority in accordance with the provisions of this Section. The list shall contain the employee's name, Union title, agency in which employed, work location, and local Union designation. Changes to this list will be submitted by the Union. Changes which have not been received by the Office of Administration, Bureau of Labor Relations, prior to the date the Union is informed of the furlough will not effect the list in existence prior to the announcement of the furlough and the number of supersenior positions allocated to the affected seniority unit shall not be changed. However, the Union shall have ten (10) days from the date it is notified of the furlough to notify the Employer of corrections that need to be made within the affected seniority unit due to turnover in the positions previously allocated. In addition, the Union shall be able to make corrections to the list of employees eligible for superseniority that are necessitated by statewide or local Union elections and the Employer is to be notified of such changes within ten (10) days after the election date.

b. The application of superseniority shall alter bumping rights provided for in Section 7 of this Article only to the extent that the employee holding superseniority shall be the last employee furloughed in the seniority unit and classification series which the employee holds at the time of furlough.

c. In the event that all employees in a classification are furloughed, including employees with superseniority, employees with superseniority status would be able to apply such superseniority status in classifications in the seniority unit to which employees have bumping rights.

d. Employees who have been granted superseniority and are furloughed shall be placed at the top of applicable recall lists in the seniority unit from which they are furloughed regardless of seniority standing as long as such employees remain on the superseniority list provided to the Employer in accordance with a. above.

Section 16. Seniority unit means that group of employees in a classification(s) within an affected institutional, bureau, agency or department operational structure in a given geographic work area as listed in Appendix B, Appendix C, and Appendix D. The parties agree to meet and discuss concerning the classification series/seniority units listed in Appendices B, C and D.

Section 17. Grievances relating to the interpretation, application and implementation of Sections 5, 6, 7, 8, 9, 10, 16 and 20 of this Article shall be filed at the third step. Arbitration of grievances relating to these Sections shall be conducted by a panel of three Members, one to be appointed by the Office of Administration, one to be appointed by the Union and the third to be selected by the Employer, from a list of five names to be mutually agreed upon by the Employer and the Union. Such third member shall not be affiliated, directly or indirectly, with any labor organization or be an employee of the Commonwealth of Pennsylvania. The decision of the panel, herein before described, shall be final and binding on the parties of this Agreement. The panel shall meet monthly for the purpose of adjusting grievances under this Section.

Section 18. When in the exercise of seniority rights provided in this Article, two or more employees are deemed relatively equal in skill and ability, preferential rights shall be determined by Bargaining Unit seniority. If Bargaining Unit seniority proves to be the same, then agency service shall be used. If the agency service is the same, total state service shall be used to determine preferential rights. Total state service will be the leave service credit which appears on the employee's pay statement.

In the event that after the application of the above specified procedures, two or more employees have the same seniority, preferential rights shall be determined by lot.

The above procedure shall also be used to break ties among employees who have been granted superseniority.

Section 19. The provisions of this Article relating to promotions and filling of vacancies shall not be applicable to entrance level classifications.

Section 20. In the event of a furlough of first-level supervisory employees within classifications covered by the certification of the Pennsylvania Labor Relations Board, dated January 5, 1973, Case No. PERA-R-2353, as amended, such employees shall first bump laterally or downward into the classification occupied immediately prior to leaving the bargaining unit, or if such a bump is not available, then into any lower classification in the same classification series, provided the classification is within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring and provided that the employee has more Bargaining Unit seniority than the employee with the least amount of Bargaining Unit seniority in that classification and has the requisite skill and ability, and provided that the employee has not had a break in service as defined in Section 2 since leaving the bargaining unit. If a position cannot be obtained in this manner, the same procedure will be repeated for any position previously held within the bargaining unit or if such a bump is not available then into any lower classification in the same classification series, provided the classification is within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring. Bargaining Unit seniority previously earned shall accrue to the employee upon return to the bargaining unit. Seniority earned by the employee while outside the bargaining unit shall not accrue to the employee upon movement back to the bargaining unit.

First-level supervisory employees who have bumping rights as provided above shall bump into the bargaining unit only after all bumps within the bargaining unit have been completed within the seniority unit but prior to the expanded bumps if any.

Section 21. a. Seniority rights of UC Claims Intermittent Intake Interviewers will be governed exclusively by the provisions of this Section.

b. Whenever the Employer determines that it is necessary to place UC Claims Intermittent Intake Interviewers in no pay status, UC Claims Intermittent Intake Interviewers in the applicable seniority unit are to be placed in no pay status in inverse order of seniority standing. Seniority for this purpose shall be determined by the number of straight time compensable hours credited to a UC Claims Intermittent Intake Interviewer, excluding overtime hours. All time spent in all other bargaining unit positions shall be converted to hours when an employee is assigned to a UC Claims Intermittent Intake Interviewer position. Such conversion shall not include overtime hours. UC Claims Intermittent Intake Interviewers will be provided with as much advanced notice as is reasonably possible when being placed into no pay status.

c. UC Claims Intermittent Intake Interviewers shall accrue seniority based on accrued straight-time compensable hours, less overtime, for the purpose of promotions, lay-off and recall. Only seniority hours accumulated in bargaining unit classes used within the Department of Labor and Industry's UC Service Center Offices shall be used for movement to permanent UC Claims Interviewer vacancies.

When in the exercise of seniority rights provided herein, two or more UC Claims Intermittent Intake Interviewers are determined relatively equal in skill and ability and have the same number of seniority hours, preferential rights shall be determined by lot.

d. The Employer shall establish a recall list by seniority unit and a UC Claims Intermittent Intake Interviewer in no pay status shall be recalled in the inverse order of no pay status. When a UC Claims Intermittent Intake Interviewer is placed in no pay status he/she shall be placed on an office and county recall list. The office recall list shall be primary.

If a UC Claims Intermittent Intake Interviewer is in no pay status for 18 months, he/she shall be terminated.

e. Where the Employer determines it is necessary to recall UC Claims Intermittent Intake Interviewers from no pay status, the Employer shall provide as much notice as is reasonably possible to a UC Claims Intermittent Intake Interviewer who is being recalled from no pay status. A senior UC Claims Intermittent Intake Interviewer will not be bypassed for recall until the Employer has been unsuccessful in its attempts to contact the employee by telephone once during the first two hours of the morning shift and once during the first two hours of the afternoon shift. The employee may provide the Employer with one alternate telephone number for use by the

Employer in recall. If the Employer is unable to contact a UC Claims Intermittent Intake Interviewer during the times provided above, the Employer shall attempt to proceed to contact the next UC Claims Intermittent Intake Interviewer on the recall list until a sufficient number of UC Claims Intermittent Intake Interviewers have been secured. If the Employer is unable to contact a UC Claims Intermittent Intake Interviewer during the hours noted above on two consecutive occasions, the Employer shall send a certified letter return receipt requested advising the UC Claims Intermittent Intake Interviewer of the offer of recall, the date, time and place to which the UC Claims Intermittent Intake Interviewer is to report and that failure to appear as directed will result in termination.

UC Claims Intermittent Intake Interviewers who are contacted and refuse an offer of recall shall be terminated. However, a UC Claims Intermittent Intake Interviewer who refuses an offer of recall because the UC Claims Intermittent Intake Interviewer was hospitalized at the time the recall offer was made, or a UC Claims Intermittent Intake Interviewer who can provide proof of illness or disability in the form of a doctor's certificate stating the employee is unable to perform the job at the time the recall offer was made, shall remain on the recall list. To the extent possible, the UC Claims Intermittent Intake Interviewer must provide advance notice of hospitalization to the Employer. In addition, if a UC Claims Intermittent Intake Interviewer offers the Employer a reason, other than hospitalization or illness, as to why the UC Claims Intermittent Intake Interviewer must decline the offer of recall and if the Employer accepts the offered reason, the UC Claims Intermittent Intake Interviewer shall remain on the recall list. Grievances concerning the termination of a UC Claims Intermittent Intake Interviewer who is contacted and refuses an offer of recall as provided for above shall cease at the third step and shall not be subject to arbitration.

The Employer may attempt to contact UC Claims Intermittent Intake Interviewers outside of the first two hours of the morning or afternoon shift if operations require. However, if the Employer is unable to contact the UC Claims Intermittent Intake Interviewer in such situations, no adverse action will be taken against the UC Claims Intermittent Intake Interviewer.

A UC Claims Intermittent Intake Interviewer who is available to return from a parental leave without pay or a family care leave without pay shall follow the provisions outlined in Article 18, Section 3, Reemployment and Article 47, Section 6.

f. The UC Claims Intermittent Intake Interviewer classification will be designated as the entry-level classification in the following series:

- 06590 UC Claims Intermittent Intake Interviewer
- 06600 UC Claims Interviewer
- 06610 UC Claims Examiner

g. UC Claims Intermittent Intake Interviewers in no pay status who indicate to their local office manager their interest in being notified of vacant UC Claims Interviewer positions in their promotional seniority unit and who provide the local office manager with a current mailing address prior to their placement into no pay status will be mailed copies of postings for those positions. It is understood that the Employer will not be liable for any failure to provide mailings. Disputes arising out of this Section shall be subject to discussions at Labor/Management meetings and shall not be subject to the grievance procedure.

h. A UC Claims Intermittent Intake Interviewer who is in compensable status for a minimum of 5,750 straight-time hours, less overtime, during 78 consecutive pay periods shall be placed into a permanent full time UC Claims Intake Interviewer position, effective with the beginning of the pay period following the pay period in which the noted 5,750 hours are reached.

i. A UC Claims Intermittent Intake Interviewer terminated pursuant to d. above shall have priority reinstatement rights as outlined in the Side Letter signed by the Union and the Department of Labor and Industry on March 28, 1989.

Section 22. Temporary Energy Assistance Worker positions in the Emergency Fuel Program in the Department of Human Services shall be filled from a special reemployment list, in Bargaining Unit seniority order, according to the following priority sequence:

- a. Preferred reemployment lists (for permanent status employees on Leave Without Pay in the classification of Income Maintenance Caseworker).
- b. Regular furlough recall list (for bureau or cluster).
- c. Contractual placement list for current furloughees (any agency).

Management furloughees (excluding optional category) and Supervisory unit employees on recall by Bargaining Unit seniority.
- d. Management furloughees (excluding optional category).
- e. Special reemployment list (group concerned).
- f. Regular State Civil Service Commission eligible lists.

Bargaining Unit seniority shall be earned for all times employed in a classification covered by this Agreement including time worked in the Emergency Fuel Program. A break in service of one year or more will result in the loss of all seniority. Seniority ties will be broken by lot.

Energy Assistance Workers who are elected Union officials and are granted superseniority shall be the first Energy Assistance Workers to return to active status at the beginning of the LIHEAP year, and shall remain in active status for the longest term of employment in the particular program year. The Union shall provide both the Office of Administration, Bureau of Labor Relations and the Department of Human Services, Division of Labor Relations a list of Energy Assistance Workers who are to receive superseniority during each September, October, January and April. In the event that a decision to extend the program year would cause the supersenior Energy Assistance Workers to work nine months or more, the Employer and the Union mutually agree that such continuous employment will not result in the Energy Assistance Workers being considered permanent employees for benefits purposes. In the event a program year extension causes supersenior Energy Assistance Workers' period of employment to be extended so that the employees work 12 consecutive months or more, Management Directive 530.11 shall govern such employee's eligibility for benefits.

Individuals employed in the Emergency Fuel Program will remain "temporary" for benefits regardless of the total months of Bargaining Unit seniority earned in previous calendar years and without regard to the fact that benefits had been granted in previous periods of employment with the following exceptions:

a. Energy Assistance Workers who are hired with the expectation of an employment term of nine (9) consecutive months will be eligible for specific medical plan benefits and supplemental benefits as provided for in Article 25 during the period of employment and shall also be entitled to holiday pay if they meet the eligibility criteria provided in Article 10, Section 2.

b. Energy Assistance Workers who are hired with the expectation of an employment term of fewer than nine (9) consecutive months will be reimbursed for actual verified out-of-pocket premium costs which he/she pays for hospital, medical/surgical and major medical insurance as provided for in Article 25, Section 8.b. and increments as provided for in Article 20 (Salaries and Wages) Section 7.

Contractual and Personnel Rule requirements will apply with regard to defining an employee as temporary or permanent for leave purposes in any calendar year. Employees who have worked 750 regular hours by the end of the last full pay period in each calendar year will be entitled to leave as appropriate.

Individuals employed under these special reemployment list provisions will be appointed in the classification title of Energy Assistance Workers and will be so certified by the State Civil Service Commission by reassigning certification upon reemployment. Energy Assistance Workers shall remain on reemployment lists while in no pay status for up to 36 months. If an Energy Assistance Worker who is on the reemployment list refuses an offer to return to a temporary or part-time position or accepts a permanent position, he/she shall forfeit return rights to all temporary or part-time positions. Employees (other than recalled furloughes) will be placed in no pay status upon the expiration of the employment term for which they were hired (usually nine (9) months or

four (4) months although extension of these terms may be necessary and can be granted at the sole discretion of the Employer). It is understood that such placement into no pay status is not a furlough and shall not subject the employee to the furlough provisions of this Agreement.

Employees who are released earlier than their original projected program termination date, where possible, will be notified two weeks in advance of their return to no pay status. For the purpose of this Agreement, preference for longer term fuel positions shall be granted by seniority at the time of reemployment and extensions.

Seniority preference for extensions of Emergency Fuel employment will be provided to the most senior Energy Assistance Worker willing to accept the extension for whom the extension would not result in more than nine (9) months of employment during the current calendar year. It is understood that management has the sole discretion to determine the number of staff to be extended at each location, and the period of time the extension is necessary. It is understood that the Employer is not obligated to provide more than nine (9) months of Emergency Fuel employment to any employee under this Agreement. It is further understood that the Employer will not knowingly cause a less senior employee to exceed the relative seniority standing of a more senior employee unless the more senior employee has waived a position extension. For the purpose of extensions, seniority will be the Bargaining Unit seniority held by the employee on his date of appointment to the current fuel program.

Fuel Program employees who were terminated for unsatisfactory performance or other disciplinary reasons shall not be eligible for placement on the special recall list.

Employees in no pay status who indicate to management their interest in being notified of Income Maintenance Caseworker vacancies in their seniority unit and who provide the Employer with a current mailing address prior to their placement into no pay status will be mailed copies of posting for those positions. It is understood that the Employer will not be liable for any failure to provide mailings. Disputes arising out of this Section shall be subject to discussions at Labor/Management meetings and shall not be subject to the grievance procedure.

Section 23. The Employer and Union agree to continue, on a pilot basis, the procedure for allowing qualified Income Maintenance Caseworkers (IMCWs) to utilize their seniority to gain assignment to the Employment and Training Units and Disability Advocacy Programs. Additionally, IMCWs can utilize their seniority to gain assignment to other work functions that have been determined at the local level to be preferred assignments.

The parties further agree that this pilot program shall operate in the following County Assistance Offices:

1. Montgomery County Assistance Office;
2. Blair County Assistance Office;
3. McKean County Assistance Office;

4. Beaver County Assistance Office;
5. additional County Assistance Offices to be determined by the Employer after meeting and discussing with the Union.

The procedures governing this pilot shall be fully outlined in a sideletter to be executed by the parties.

This pilot can be expanded to include other CAOs provided the parties mutually agreed to such expansion.

Section 24. Representatives of the Union and the Department of Human Services will meet and discuss to explore the possible establishment of statewide seniority units for the state hospitals and mental retardation centers. Any such understanding that is developed will be reflected in a side letter between the parties. Thereafter, the Union may request of the Commonwealth to meet and discuss regarding the expansion of the concept elsewhere.

ARTICLE 30 PERSONNEL FILES

Section 1. There shall be an official personnel record for each employee in this bargaining unit. Each employee shall be given an opportunity to periodically examine the contents of his/her personnel file. If there is any disagreement as to the contents of the personnel file, an employee shall have the right to submit a statement concerning any material in his/her file and any such statement shall then become part of his/her personnel file. The official personnel file shall be maintained in accordance with Management Directive 505.18 as amended by the Employer.

In addition, if the official personnel file is maintained at a site other than the employee's worksite, the Employer shall take reasonable steps to provide the employee, once per year, with an opportunity to review the official personnel file within a reasonable time after the request is received. Such reviews shall be limited to one time per calendar year, unless otherwise agreed to.

Section 2. After a period of two years, a written reprimand or reference to an oral reprimand shall be removed from the employee's official personnel file if no intervening incidents of the same or a similar nature have occurred. The official personnel file shall not contain adverse records unrelated to employment or of unfounded charges or complaints which could adversely affect the employee's employment or career.

Section 3. If an employee is disciplined and subsequently, through utilization of the grievance procedure, is completely exonerated and the disciplinary action is rescinded, all material pertaining to the disciplinary action shall be removed from the employee's official personnel file as well as any other personnel file maintained by supervisory or managerial employees.

ARTICLE 31
DISCHARGE, DEMOTION, SUSPENSION & DISCIPLINE

Section 1. The Employer shall not demote, suspend, discharge or take any disciplinary action against an employee, without just cause. The parties agree that included within the concept of just cause is the principle that disciplinary action should be corrective and progressive in nature and that the employees should be apprised of conduct requirements for violation of which they may be disciplined or discharged. Such appraisal may be by various means, including individual oral or written notice or warning or more general means such as bulletin board notice or general mailing. An employee may be expected to be aware, without such notice, that certain conduct, such as insubordination, coming to work intoxicated, theft of property of the Commonwealth or other employees, and fighting will subject the employee to immediate discipline or discharge. The parties recognize that for some serious offenses, progressive, corrective discipline is inappropriate and that immediate suspension or discharge from employment may be warranted by occurrence of the facts.

An employee may appeal a demotion, suspension, or discharge beginning at the third step of the grievance procedure within 15 working days of the date of its occurrence or when the employee knew or by reasonable diligence should have known of its occurrence. The Union shall be promptly notified by the Employer of any demotion, suspension or discharge.

Section 2. Any action instituted under Section 1 of this Article shall be implemented within a reasonable period of time after the event giving rise to such disciplinary action or knowledge thereof.

Section 3. The provisions of this Article shall not apply during the initial 180 calendar days of probationary employment or in the case of UC Claims Intermittent Intake Interviewers, Energy Assistance Workers, permanent part-time or wage employees during the first 975 hours of employment. The probationary period can be extended by agreement between the Employer and the local Union representative at the work site for an additional period during which time the provisions of this Article shall not apply. Periods of leave without pay and periods of time during which an employee is using paid leave to supplement workers' compensation shall not count toward the initial 180 calendar days or any extension period. In no event will the probationary period be less than 180 calendar days.

Section 4. The provisions of this Article shall not apply to demotions resulting from an employee appeal, an Employer initiated classification review or unsuccessful completion of a probationary period upon promotion.

Section 5. The Employer will attempt to discipline employees in such a manner so as not to embarrass the employee before the public or other employees, including the manner in which suspended or discharged employees are escorted off of the Employer's premises. It must be kept in mind, however, that where insubordination or flouting of authority by an employee in public

and in the presence of other employees takes place, the Employer shall not be restricted by the operation of this Section.

Section 6. Upon request, an employee shall be entitled to Union representation:

- a. throughout the grievance procedure;
- b. during any meeting in which allegations are to be made which the employee reasonably believes could lead to discipline; or
- c. during any meeting held for the purpose of imposing discipline.

Section 7. Employee signatures on disciplinary documents shall constitute mere notification and shall not be construed as an admission against interest.

Section 8. No transcripts or tape recordings may be made of a disciplinary meeting.

Section 9. In the event any action is taken by the Employer under the provisions of this Article which involves alleged patient abuse and a grievance is filed by any employee, the arbitrator shall not consider the failure of the patient to appear as prejudicial.

Section 10. If an employee is disciplined for unsatisfactory work performance, the employee shall retain the right to raise, as a mitigating factor, the issue of being overloaded with work. The insertion of this language is not intended to act as a waiver of the Employer's right to contest the validity of such a defense or to argue as to the weight, if any, the arbitrator should accord the defense.

Section 11. The Commonwealth agrees to meet and discuss at the request of the Union over the SEAP Program. It is understood that the Union has not waived its right to negotiate over Conditions of Continued Employment for individual employees.

Section 12. An employee who is the subject of an Inspector General investigation will be notified when the investigation is concluded. The employee who is not being subject to disciplinary action will be notified at the conclusion of the investigation that the allegations were either "unfounded" or "unsubstantiated". An employee shall be deemed a subject of an investigation when the employee has been accorded a "subject interview".

Section 13. The Employer and the Union agree to continue the alternative forms of discipline in lieu of suspension actions program in accordance with the sideletter dated March 10, 2000.

ARTICLE 32
GRIEVANCES AND ARBITRATION

Section 1. Where an employee has the right to process a grievance through either the procedure provided herein or through the Pennsylvania Civil Service Commission and files an appeal with the Commission, either the contract grievance procedure shall cease, if the employee has submitted a contract grievance, or the employee shall not be entitled to institute proceedings under the contract grievance procedure. If the appeal to the Commission is withdrawn by the employee or not accepted by the Commission within 15 working days of the date of the occurrence of the action giving rise to the grievance, the processing of a contract grievance filed within the time limits set forth in Section 2 shall be permitted.

Section 2. Any grievance or dispute which may arise concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

STEP 1. The employee, either alone or accompanied by the Union representative, or the Union where entitled, shall present the grievance orally or in writing to the immediate supervisor, or in the case of the Department of Human Services, to the District Manager of a district office of a County Assistance Office or to a designated management representative in a single office County Assistance Office, an institution, or a Youth Development Center, within 15 working days of the date of its occurrence, or when the employee knew or by reasonable diligence, should have known of its occurrence. The supervisor or designated management representative shall attempt to resolve the matter and report the decision to the employee orally or in writing within 15 working days of its presentation.

STEP 2. In the event the grievance is not settled at Step 1, the appeal must be presented in writing by the employee or Union representative to the head of his/her division, bureau, institution, or equivalent organizational unit or in the case of the Department of Human Services, to the Executive Director of a County Assistance Office, Institution Superintendent, or Director of a Youth Development Center, within 15 working days after the Step I response is due or received. The official receiving the written appeal, or the designated representative, shall respond in writing to the employee and the Union representative within 15 working days after receipt of the appeal.

STEP 3. An appeal from an unfavorable decision at Step 2 shall be presented by the employee or Union representative to the agency head or designated representative within 15 working days after the response from Step 2 is due or received. The agency head or designated representative shall respond in writing to the employee and Union representative within 15 working days after receipt of the appeal.

STEP 4. In the event the grievance has not been satisfactorily resolved in Step 3, written appeal may be made by the employee or Union representative within 15 working days after the response from Step 3 is due or received to the Bureau of Labor Relations, Office of Administration and shall contain a copy of the Step 2 and Step 3 decisions. The Bureau of Labor Relations, Office of Administration shall issue a decision in writing to the employee and/or the Union within 15 working days after receipt of the appeal.

STEP 5. An appeal from an unfavorable decision at Step 4 may be initiated by the Union serving upon the Employer a notice in writing of the intent to proceed to arbitration within 20 working days after the response from Step 4 is due or received. Said notice shall identify the provisions of the Agreement, the department, the employee involved, and a copy of the grievance. The Union may present grievances concerning agency-wide decisions directly to Step 3 within 15 working days of the date of occurrence or when the Union knew or by reasonable diligence, should have known of its occurrence. In addition, if Health & Safety concerns have been discussed with the Local Health & Safety Committee and cannot be resolved, then grievances concerning the issues discussed can be submitted directly to the third step.

Upon request of the Union, the Employer agrees to meet and discuss whether supervisors shall be the individuals designated to investigate and respond at Step 1 of the contractual grievance procedure. Such discussion shall be at the agency level. Moreover, at the local level the parties may agree to file a grievance immediately at the second step.

The arbitrator is to be selected by the parties. Representatives of the Employer and the Union shall meet weekly, or at any other interval mutually agreed upon, for the purpose of selecting an arbitrator for those cases which the Union has given notice of intent to arbitrate.

If the parties fail to agree on an arbitrator, either party may request the American Arbitration Association to submit a list of seven possible arbitrators. The parties shall meet within five working days of the receipt of said list for the purpose of selecting the arbitrator by alternately striking one name from the list until one name remains. The Employer shall strike the first name.

Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered. The decision at Steps 1, 2, and 3 shall not be used as a precedent for any subsequent case.

The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement. The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted. This provision shall also be applicable when grievances are processed in accordance with Sections 3, 4 and 5 of this Article.

The decision of the arbitrator shall be final and binding on both parties, except where the decision would require an enactment of legislation, in which case it shall be binding only if such legislation is enacted. The arbitrator shall be requested to issue a decision within 30 days after the hearing.

All the time limits contained in this Section may be extended by mutual agreement. The granting of any extension at any step shall not be deemed to establish precedence.

All fees and expenses of the arbitrator shall be divided equally between the parties except where one of the parties to this Agreement requests a postponement of a previously scheduled arbitration meeting which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the grievance in which event the postponement charge shall be divided equally between the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

Section 3. The parties will meet and agree upon a list of four (4) arbitrators. The first two of these arbitrators will be asked to set aside one fixed day (same day each month) in the months of January, March, May, July, September and November. The other two arbitrators will be asked to set aside one fixed day (same day each month) in the months of February, April, June, August, October and December. These dates will be used for the purpose of hearing grievances concerning employee discharge or a suspension of thirty (30) days or more, for which the Union has requested arbitration in accordance with the contract grievance/arbitration provisions contained in Section 2, or for other cases for which the Union has requested arbitration and where the parties mutually agree to use this expedited procedure.

Should any vacancies occur on the list of four (4) arbitrators, the parties will meet within ten (10) days of the vacancy to select a replacement arbitrator. If the parties cannot mutually agree on a successor, the parties will request the American Arbitration Association to submit a list of fifteen (15) arbitrators who may be from Pennsylvania or any of the following states: New York, New Jersey, Maryland, Ohio and Delaware. Within seven (7) days of receipt of this list, the parties shall meet for the purpose of selecting a successor by alternately striking from the list until the name of one arbitrator remains, which arbitrator shall fill the vacancy. The Union shall strike first.

A representative of the Union and the Commonwealth will meet no later than four (4) weeks before the date of the hearing to determine which case will be heard on the particular date. They shall make a reasonable attempt to schedule all cases under this procedure within ninety (90) days from the Union appeal to arbitration. In addition, to the extent possible, the advocate for each party hereto shall meet at least two weeks in advance of the arbitration hearing to discuss the case.

If the parties are able to reach settlement on any case in this expedited procedure prior to the hearing, they shall make a reasonable effort to schedule another case for that date. In no event, however, will a case be scheduled for hearing under this procedure less than two weeks prior to the date of the hearing.

No briefs will normally be filed by the parties in these cases. In those unusual cases where either party feels that a brief must be filed, the brief will be mailed to the arbitrator not later than ten (10) days from the date of hearing.

The arbitrator in each of these expedited discharge or thirty day suspension cases will be requested to submit a decision to the parties within ten (10) days of the hearing, or the filing of the brief.

Either party to this Agreement may, in selected cases, exempt a particular discharge or thirty day suspension case from these expedited procedures. However, the parties will make a good faith attempt to schedule the case within 90 days.

Either party to this Agreement may delete an arbitrator from the list of four (4) arbitrators being used in this procedure. Where such a deletion occurs, the procedure described above in this Section will be used to fill the vacancy.

The parties may, by mutual agreement, use this procedure for any other grievance.

Section 4. The arbitrator for those grievances concerning disciplinary suspensions of thirty (30) days or less and oral or written reprimands, shall be selected in accordance with the following procedure:

- a. Upon the Employer's receipt of a request for arbitration, the Employer and the Union shall agree on a date and location of the hearing.
- b. When agreement has been reached on the date and location of the hearing, the Employer shall immediately notify the Director of the Pennsylvania Bureau of Mediation (hereinafter Director). The Director shall appoint an arbitrator from the list of arbitrators agreed to by the Employer and the Union who is able to serve on the date and at the location specified by the parties. The Director shall notify the Employer and the Union of the selection.
- c. The Employer and the Union shall submit a list of arbitrators to the Director for use in this procedure. Either the Employer or the Union, at its discretion, may remove any arbitrator from the list provided to the Director. By mutual agreement, the parties may add arbitrators to the list provided to the Director.

- d. Either party may exempt a particular grievance from this procedure. Both parties, by mutual agreement, may add other grievances to this procedure including any that may be backlogged.

Section 5. The Union is the exclusive representative of all the employees in the unit throughout the grievance procedure provided that any individual employee or group of employees shall have the right at any time to present grievances to their Employer and to have them adjusted without the intervention of the bargaining representative as long as the adjustment is not inconsistent with the terms of the collective bargaining contract then in effect; and, provided further, that the bargaining representative has been given an opportunity to be present at such adjustment.

A reasonable number of witnesses, when required, shall be allowed to participate in the grievance procedure.

An aggrieved employee and Union representative, if employees of the Employer, shall be granted reasonable time during work hours, if required, to process grievances in accordance with this Article without loss of pay or leave time.

If a question arises as to the status of an employee in terms of his or her authority to handle, adjust or otherwise represent the Union in the grievance procedure, the Union shall certify the exact role and status of the employee in this regard, as well as the scope of the employee's authority.

Section 6. The Union and the Employer agree to establish a panel of 5 arbitrators for safety and health grievances. The arbitrator shall be selected in accordance with the provisions of Article 32, Section 2. However, the provisions of this Section are not intended to bring within the scope of arbitration those issues which are governed by meet and discuss provisions of Act 195.

Section 7. The Union and the Employer agree to establish a joint committee to discuss expediting the grievance procedure.

ARTICLE 33 NON-DISCRIMINATION

Section 1. Both the Employer and the Union agree not to discriminate against any employee, on the basis of race, religious creed, color, ancestry, sex, marital status, age, national origin, Union membership or lack thereof, disability, sexual orientation, AIDS/HIV status or political affiliation.

Section 2. The Employer does not condone sexual harassment of any employee and encourages employees who, after appropriate consideration of all relevant facts, believe that he/she is the object of such conduct, to report such allegations as soon as possible. The Employer will investigate all reported allegations of sexual harassment.

An employee who has filed a sexual harassment complaint will be notified when the investigation has been concluded. The employee will be informed of the results of the investigation.

The Employer will remedy substantiated instances of such harassment. An arbitrator may decide only whether or not the charging party has substantiated that sexual harassment has occurred, but what constitutes the appropriate remedy will be determined by the Employer in its sole discretion. However, should the Union raise issues of disparate treatment, the arbitrator may consider this issue in determining the appropriateness of the remedy in accordance with Article 31 of this Agreement.

ARTICLE 34 UNIFORMS, CLOTHING & EQUIPMENT

Section 1. The Employer shall provide any device, apparel or equipment necessary to protect employees from injury in accordance with the practice now prevailing. Where special tools are required for accomplishing work assignments, the Employer shall be responsible for supplying the same. Where the tools customarily used in a trade or craft are not required to be supplied by the employee, such requirement shall continue; where such tools are presently supplied the practice shall continue.

Section 2. In the event a patient or client damages or destroys items of clothing or personal property which are worn by an employee and which are necessary for the performance of such employee's work, the Employer shall reimburse the employee for the value of such clothing or personal property. In addition, where the employee demonstrates that items of clothing which were not being worn by the employee are destroyed by a patient or client, the Employer shall reimburse the employee for the value of such clothing. The condition of the clothing or personal property immediately prior to such damage shall be taken into account in determining its value. The incident giving rise to such claims must be verified and not be due to the employee's own negligence. The Employer shall take prompt and timely action in the disposition of employee claims for damaged personal effects.

ARTICLE 35 RETIREMENT

Section 1. A joint committee shall be established to study and make recommendations concerning the State Employees' Retirement System which may include recommendations concerning UC Claims Intermittent Intake Interviewers. If the Employer and the Union agree to any such recommendations, then both parties shall support the adoption of legislation necessary for their implementation.

Section 2. In the event the State Employees' Retirement Code is amended during the term of this Agreement to authorize dues deductions for retired public employee associations, the parties agree to negotiate whether or not the Agreement should be amended to incorporate changes permitted by the amendment to the Code. It is clearly understood that if this Agreement is reopened for negotiations for this purpose, the provisions of Article 41, No Strikes or Lockouts, will remain in full force and effect.

ARTICLE 36 GENERAL PROVISIONS

Section 1. Ratings shall be completed by supervisors who are familiar with the work performance of the employee. This shall in no way affect review procedures.

Section 2. Employee benefits and working conditions now existing and not in conflict with the Agreement shall remain in effect subject, however, to the right of the Employer to change these benefits or working conditions in the exercise of its management rights reserved to it under Article 42 of this Agreement.

Section 3. The Employer will make the results of civil service tests for present employees available to local representatives upon request.

Section 4. Reasonable use of telephones for local calls on personal business by employees is permitted in accordance with existing practices where such use does not interfere with the efficiency of the operation. Long distance calls are permitted provided they are collect or are charged to personal credit cards or the employee's home telephone number.

Section 5. The Employer and the Union agree to meet and discuss regarding the continuation of alternative methods of scheduling bargaining unit employees.

Section 6. The Employer agrees to abide by applicable Federal rules and regulations of the Workforce Investment Act (WIA) where the Employer utilizes the services of any WIA participant in any of the WIA program activities at any worksite under the Employer's jurisdiction. The Employer agrees to abide by applicable state rules and regulations concerning the implementation of the WIA Program.

Section 7. Employees should be treated in a respectful manner which does not embarrass them or demean their dignity. The appropriate forum for addressing incidents which are inconsistent with this principle shall be the Labor-Management meetings under this Agreement.

Section 8. The Employer shall provide liability coverage and legal defense as detailed in Title 4 Pa. Code Chapter 39 and Management Directives 205.6 and 630.2 as may be amended by the Employer.

Section 9. A position shall not be filled by a temporary employee or employees for more than 12 consecutive months or the length of a leave of absence of the employee being replaced, whichever is greater.

Section 10. The Employer and the Union agree to meet and discuss at the request of the Union with respect to physical and emotional stress upon employees in this bargaining unit.

Section 11. The Employer shall continue its present practice of granting up to one day of administrative leave per year to a reasonable number of employees who attend training seminars conducted by the Union to the same general extent that this has been granted in prior years.

Section 12. The provisions of Sections 1, 2, 3, 4, 5, 7, 8, 10, 11, 14 and 15 of this Article shall apply to UC Claims Intermittent Intake Interviewers employed by the Department of Labor and Industry.

Section 13. The parties agree that employees represented by PSSU are subject to the provisions of the Department of Corrections Drug and Alcohol Testing Program contained in Appendix F. The Drug Interdiction Equipment Program, Department of Corrections Policy Number 6.3.15; as amended and the K-9 Program, Department of Corrections Policy Number 6.3.14, as amended, effective July 1, 1997.

Searches of employees due to a positive reaction to drug interdiction equipment or a K-9 will be conducted in accordance with the existing Institution Security Policy, OM-082-01.

The parties agree in the interest of achieving drug and alcohol free Department of Corrections institutions/boot camps/corrections community centers, that the Department of Corrections may modify the above referenced programs and policies including but not limited to random drug and alcohol testing in the same manner as the program and policies are modified for the employee organization which represents the majority of state employees after meeting and discussing with the Union.

The Commonwealth and the Union agree that the coverage of employees by the above referenced programs and policies and the agreement to meet and discuss prior to modifying the above referenced programs and policies represents the result of negotiations conducted under and in accordance with the Public Employee Relations Act and constitutes a term and condition of employment for employees in this bargaining unit.

Section 14. Should the Employer assert an overpayment of wages or benefits provided by this agreement of more than \$300 has been made to any employee, the Employer shall provide written notice of such overpayment to the employee and the Union and shall supply the employee and the Union with documentation of such debt. Repayment of such debt shall be made by the following procedures:

- a. The employee may elect to repay the debt in full in a single payment via payroll deductions;
- b. The employee may voluntarily repay the debt by making the payments of 15% or more of gross pay per pay period, and;
- c. If the payment of 15% of gross pay is too severe, the employee may propose a payment plan after submitting documentation of hardship including total family income, assets, liability, number of dependents, total expenses for food, housing, clothing, transportation, medical care and any exceptional expenses. The employee then may submit an alternative payment plan through payroll deductions for approval by the Employer. In no case shall the alternative payment be less than 10% of gross pay per pay period and for a repayment of 26 pay periods or more. The Office of the Budget shall have the sole right to approve such repayment plans.

Section 15. The Commonwealth and the Union agree to treat smokeless tobacco and electronic smoking devices in the same manner in which other tobacco usage at the worksite is treated.

ARTICLE 37 SAFETY AND HEALTH

Section 1. The Employer is responsible to provide employees with a safe work environment in which to carry out their job duties and the training necessary to carry out those duties safely. Managers and supervisors at all levels are to maintain safe working conditions by ensuring job-appropriate safety-related education and training are provided, and by enforcing applicable safety policies and procedures. Employees are responsible to perform their duties safely and adhere to applicable safety rules, procedures and work practices. These safety efforts shall be ongoing and have a goal of continuous improvement. However, the provisions of this Article are not intended to ensure that employees are not exposed to those hazards and risks that are an ordinary characteristic of their work or are reasonably associated with the performance of their responsibilities and duties.

Section 2. The Employer will make every reasonable effort to assure compliance with laws affecting the health and safety of employees. The Employer shall inform the local Union steward when representatives of the Bureau of Occupational & Industrial Safety, Department of Labor & Industry are on the premises and a designated Union steward located on the premises shall be allowed to accompany such representatives on tours of the worksite to point out deficiencies, without loss of pay or leave time. In addition, when the Employer is aware of the presence of representatives of regulatory agencies who are at the work site for the purpose of safety inspections, the Employer shall inform the local Union steward. When the Union requests an inspection of any building, the Union shall notify the office manager of such request which notice shall include the

name of the agency which will conduct the inspection and where possible include the date and time of the inspection.

Current leases will be made available to the Union for its inspection and copies of such leases will also be available to the Union, provided any cost involved must be assumed by the Union. Violations of lease provisions will be vigorously pursued and diligent corrective action will be taken by the Employer to assure compliance. Upon request of the Union the Employer shall attempt to provide notice of lease expiration and the Employer shall meet and discuss, at the request of the Union, prior to the renewal of any lease regarding Union complaints concerning the building in question and the Union's recommendation regarding the renewal of the lease. A designated Union steward on the premises and, by mutual agreement between the Employer and the Union, an additional employee may be granted reasonable time off without loss of pay or leave time to inspect buildings prior to the meet and discuss on lease renewals or prior to occupancy of new buildings. When a new lease or a lease renewal is signed by the Employer, a copy will be sent to the Union. The Employer shall notify the Union as soon as practicable when plans are being considered for remodeling or relocation of office space.

At those work locations where Health and Safety committees are in existence and are composed of representatives of various employee organizations, employees on such committees in classifications represented by the Union shall be appointed by the Union. The Employer also shall inform the Union as to which of its representatives can make decisions on individual office closings.

Section 3. The Employer will continue its prohibition against assignment of employees to any work area in any buildings owned or leased by the Commonwealth where there is a clear and present danger to their safety.

Section 4. The Employer will continue to take appropriate action to protect its employees from injury while at work in any buildings owned or leased by the Commonwealth. Where clear and present hazardous conditions exist at a worksite the Employer shall post appropriate warning signs.

Section 5. a. In work sites where actual violence is a continuing problem, the Commonwealth shall provide adequate safeguards, including security guards where necessary.

b. At those sites where employees are continually faced with threats of physical harm and/or verbal abuse, local representatives of the Employer and the Union shall meet to develop local policies to deal with such occurrences. If no agreement can be reached, then the Employer and the Union shall meet and discuss at the Agency level to develop local policies to deal with such occurrences.

c. An employee who is a victim of an assault arising out of his/her employment with the Commonwealth will be granted sufficient time off without loss of pay or leave time to file related criminal charges. If the Employer is subsequently made aware of the necessity for the

employee to testify at any criminal proceeding arising out of such work-related criminal charges, the employee shall be granted reasonable time off without loss of pay or leave time. In addition, the Employer shall reimburse the employee for costs, if any, for the filing of such criminal charges. The provisions of this Section shall not be applicable where the employee is the aggressor.

d. When a threat has been directed towards an employee as a result of the performance of his/her job duties, the Employer will take reasonable precautions to ensure the safety of the employee.

Section 6. Employees in Department of Human Services institutions that deal directly with residents/patients shall be given on-going training in resident/patient control and self-defense. The Union may invoke the Training Committee described in Article 38, Section 3 of the Agreement in order to address issues relating to the adequacy of such training and provide input regarding its modification.

Section 7. In institutions in the Department of Human Services, Management should state on the patient's/resident's/client's record when a patient/resident/client has a communicable disease or is suspected of having a communicable disease. Management will take the necessary preventative action in accordance with existing practice. The Employer shall continue to provide in-service training on communicable diseases.

Employees who are authorized by the Employer to receive Hepatitis "B" immunizations because of a job-related need to receive such immunizations will have the time spent receiving such immunizations counted as hours worked.

Section 8. Upon request, the Union shall be provided with copies of reports concerning work-related accidents provided the Union has obtained the express written approval of the employee involved.

Section 9. The matter of safety education and training is an appropriate subject for discussion at the local health and safety committee meetings. In addition, the committee should also review local emergency and evacuation plans and the posting of such plans.

Section 10. Upon request, the Employer shall provide the Union with information concerning the use of materials at the work site. This information shall include known data regarding chemical composition and side-effects and what protective measures, if any are necessary, have been taken.

Section 11. The Employer agrees to meet and discuss, at the request of the Union, concerning procedures for inspecting the heating, ventilation, and air-conditioning equipment prior to occupancy of a new building. Such request is to be submitted directly to the Office of Administration, Bureau of Labor Relations.

ARTICLE 38
JOB TRAINING

Section 1. For the purpose of this Agreement, the Union agrees that job training is a meet and discuss matter as used under Section 702 of Article VII of Act 195, known as the Public Employee Relations Act of 1970. The Union further agrees that the provisions of this Job Training Article are not subject to the arbitration provisions of this Agreement.

Section 2. The Employer recognizes its responsibility to provide relevant training for each new employee and for employees who are transferred or reassigned (including promotion) to duties or functions which are substantially different from those performed prior to transfer or reassignment. At a minimum, training will consist of on-the-job training by the immediate supervisor.

Section 3. Training Committee: There shall be a Training Committee consisting of three (3) Union representatives and three (3) representatives of the Employer. This committee shall meet periodically to review current training programs and at such meetings, the Union may formulate and recommend proposals for employee job training.

Section 4. The Employer realizes that many employees, upon the completion of orientation, are not prepared to assume a full workload on a proportionate basis. In light of this, it recognizes its responsibility to gradually introduce a new worker to his/her workload.

ARTICLE 39
EQUAL EMPLOYMENT OPPORTUNITY

Section 1. If any provision of this Agreement is in conflict with Federal Executive Orders 11246 and 11375, as amended, and the Civil Rights Act of 1964, and all laws and rules relating to the Commonwealth's Equal Employment Opportunity Program, and the Americans with Disabilities Act, the provisions of such orders, laws, and implementing regulations shall prevail.

Disputes regarding the application and implementation of the Orders, laws and implementing regulations shall be subject to arbitration.

This provision does not constitute a waiver of rights under Act 195.

Section 2. The Employer recognizes its responsibility to meet and discuss with the Union on issues of career development and equal employment opportunity.

ARTICLE 40
UNION BUSINESS

Section 1. The Employer agrees to provide space on bulletin boards to the Union for the announcement of meetings, election of officers of the Union and any other material related to Union business. Furthermore, the Union shall not post material detrimental to the labor-management relationship nor of a political nature. The Union may send mail related to Union business to local official Union representatives at appropriate facilities to which mail is delivered.

Section 2. No Union member or representative shall solicit members, engage in organizational work, or participate in other Union activities during working hours on the Employer's premises except as provided for in the processing of grievances.

Union members or representatives may be permitted to use suitable facilities on the Employer's premises to conduct Union business during non-work hours upon obtaining permission from the employee's human resource officer or designated representative. Any additional cost involved in such use must be paid for by the Union.

Union representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises if notification is given to the human resource officer or designated representative. If the Union representative is an employee of the Employer, he/she shall request from his/her immediate supervisor reasonable time off from his/her regular duties to process such grievances. The Employer will provide a reasonable number of employees with time off, if required, to attend negotiating meetings.

Section 3. Employees who spend an appreciable amount of time in the conduct of Union business must be rated only on the basis of work performed while present and on the amount of work which they could have reasonably been expected to accomplish during that period.

ARTICLE 41
NO STRIKES OR LOCKOUTS

Section 1. It is understood that there shall be no strike, as that term is defined under the Public Employe Relations Act, during the life of this Agreement, nor shall any officer, representative or official of the Union authorize, assist or encourage any such strike during the life of this Agreement.

Section 2. Should a strike occur, the Union within 24 hours following the request of the Commonwealth shall:

- a. Publicly disavow such action by the employees.

- b. Advise the Commonwealth in writing that such employee action has not been authorized or sanctioned by the Union.
- c. Post notices on all bulletin boards advising employees that it disapproves of such action and instruct them to return to work immediately.

Section 3. The Commonwealth reserves the right to discipline, suspend, demote, or discharge any employee or employees, who violate the provisions of Section 1 of this Article.

Section 4. The Commonwealth will not engage in any lockout during the life of this Agreement.

ARTICLE 42 MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the Commonwealth, at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the Commonwealth, except as modified by the Agreement.

Matters of inherent managerial policy are reserved exclusively to the Commonwealth. These include but shall not be limited to such areas of discretion or policy as the functions and programs of the Commonwealth, standards of service, its' overall budget, utilization of technology, the organizational structure and selection and direction of personnel.

Section 2. The listing of specific rights in this Article is not intended to be nor should be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein whether or not such rights have been exercised by the Commonwealth in the past.

ARTICLE 43 LABOR-MANAGEMENT COMMITTEE

Committees composed of representatives of the Union and the Employer are to be established at each work location to resolve problems dealing with the implementation of this Agreement and to discuss other labor-management problems that may arise. The levels at which these committees are to function may be determined by agency or departmental discussions. Understandings reached by such committees must be consistent with the terms of this Agreement.

ARTICLE 44
MISCELLANEOUS PROVISIONS

Section 1. In the event that any provisions of this Agreement are found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail, and if any provision herein is found to be invalid and unenforceable by a court or other authority having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect. The parties, however, shall, at the request of either, negotiate on the subject matter involved in any invalid provision.

Section 2. The Commonwealth and the Union acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of the Public Employe Relations Act and constitutes the entire agreement between the parties for the duration of the life of said Agreement; each party waiving the right to bargain collectively with each other with reference to any other subject, matter, issue, or thing whether specifically covered herein or wholly omitted herefrom and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

Section 3. In the event that any provision of this Agreement requires legislative action to become effective, including but not limited to the amendment to existing statutes, the adoption of new legislation, or the granting of appropriations, it shall become effective only if such legislative action is taken. The parties, however, mutually agree to make recommendations to the Legislature which may be necessary to give force and effect to the provisions of this Agreement.

Section 4. Where the term "meet and discuss" is used in this Agreement, it will be deemed to have the meaning of that term as defined and applied under the Public Employe Relations Act.

Section 5. In the event the Public Employe Relations Act is amended during the term of this Agreement, the parties agree to negotiate concerning the amendments to determine whether or not this Agreement should be amended to incorporate changes permitted by the amendments to the Act. It is clearly understood that if this Agreement is reopened for negotiations for this purpose, the provisions of Article 41, No Strikes or Lockouts, will remain in full force and effect.

Section 6. The Employer shall notify the Union within a reasonable time after it becomes aware of any provision of this Agreement that has been found to be invalid or unenforceable by a court or other authority having jurisdiction to make such a determination.

Section 7. The Institutional Superintendent or their designee at Department of Human Services Institutions shall give the Local Union Steward as much advance notice as possible of any inspections to be conducted by appropriate certifying and accrediting bodies, such as Medicare, JCAH, ACDD or similar bodies.

ARTICLE 45
SUCCESSORS

In the event the Employer sells, leases, transfers or assigns any of its facilities to other political subdivisions, corporations or persons, and such lease, transfer, sale or assignment would result in the layoff, furlough or termination of employees covered by this bargaining agreement, the Employer shall attempt in good faith to arrange for the placement of such employees with the new Employer. The Employer shall notify the Union in writing at least 30 days in advance of any such sale, lease, transfer or assignment.

ARTICLE 46
PRESERVATION OF BARGAINING UNIT WORK

Section 1. It is the Commonwealth's intent to utilize bargaining unit employees to perform bargaining unit work to the fullest extent feasible. It is understood the Employer may contract/assign bargaining unit work, subject to the limitations set forth in this Article.

Section 2. The Employer shall not contract/assign bargaining unit work to independent contractors, consultants or other non-bargaining unit state employees where such assignment would result in the layoff or downgrading of an employee or prevent the return to work of an available, competent employee except for legitimate operational reasons resulting in reasonable cost savings or improved delivery of service or where there are insufficient numbers of available, competent employees on layoff on the applicable recall list within the agency to perform the work.

Section 3. The Employer shall not contract/assign bargaining unit work which becomes available as a result of a retirement, resignation, termination, promotion, demotion or reassignment of an employee; to independent contractors, consultants or other non-bargaining unit state employees except for legitimate operational reasons resulting in reasonable cost savings or improved delivery of service or where there are insufficient numbers of available, competent employees on layoff on the applicable recall list within the agency to perform the work.

Section 4. The Employer shall provide the Union with as much advance notice as possible of a proposed contract/assignment of bargaining unit work outside the bargaining unit either when the contract/assignment would result in the layoff or downgrading of an employee or prevent the return to work of an available, competent employee or when the work has become available as a result of a retirement, resignation, termination, promotion, demotion or reassignment of an employee.

Section 5. At each site where a proposed contract/assignment of bargaining unit work is to occur and provided either: that the contract/assignment would result in the layoff or downgrading of an employee or prevent the return to work of an available, competent employee; or, that the work has become available as a result of a retirement, resignation, termination, promotion, demotion or reassignment of an employee, local labor/management committees shall meet and discuss over the

reasons for the assignment. At this meeting the Employer shall provide to the Union all information it has to support a claim of reasonable cost saving or improved service or insufficient numbers of available, competent employees on layoff on the applicable recall list within the agency to perform the work. The Union shall have the opportunity to provide alternative methods to attaining the Employer's desired result. In the event that the parties at the local level are unable to resolve the issue, the contract or the assignment made may be implemented and the matter shall be referred to a committee comprised of PSSU, the Agency and the Office of Administration. Should the parties be unable to resolve the issue, the Union shall notify the Office of Administration in writing of its intent to submit the matter to the grievance procedure.

Section 6. The Employer and the Union agree to meet and discuss, on an ongoing basis, at the statewide or agency level to develop a list of contract/assignment exemptions from the limitations of Sections 2 through 5 of this Article. Examples of criteria to be used by the parties for developing the list of exemptions are: total cost of the contract; availability of the necessary skills and/or equipment within the agency's existing resources; ability to complete the project with the Agency's workforce within the required time frames.

Section 7. The Employer agrees to meet and discuss regarding any contract/assignment involving work performed by employees covered by this Agreement in the affected Agency that does not result in the layoff or downgrading of an employee or prevent the return to work of an available competent employee upon request of the Statewide Union and presentation by the Statewide Union of an alternative which may result in reasonable cost savings or improved delivery of service.

Section 8. The limitations set forth in Sections 2, 3, 4 and 5 will not be construed so as to prevent managerial or supervisory employees from performing bargaining unit work consistent with operational or organizational requirements. Other non-bargaining unit state employees may perform bargaining unit work for the purpose of instruction, illustration, lending an occasional hand or in emergency situations to carry out the functions and programs of the Employer or maintain the Employer's standard of service.

Section 9. This Article is applicable only to agencies under the jurisdiction of the Governor.

Section 10. The work performed by UC Claims Intermittent Intake Interviewers or Energy Assistance Workers may be contracted/assigned at any time.

Section 11. The Employer and the Union acknowledge the above represents the results of negotiations conducted under and in accordance with the Public Employee Relations Act and constitutes the full and complete understanding regarding the issues of contracting out and transfer of bargaining unit work.

ARTICLE 47
FAMILY CARE LEAVE

Section 1. After completing one year of service, permanent employees shall be granted, upon written request, up to six months of family care leave without pay with benefits, on a rolling twelve month year basis, for the purpose of attending to the medical needs of the employee's spouse, domestic partner, parent, son or daughter or other person qualifying as a dependent who has a serious health condition, as defined by the Family and Medical Leave Act provided the employee has at least 1250 hours of actual work time within the twelve months preceding the commencement of the leave (900 hours for permanent part-time employees). Leave under this Section shall be approved on an intermittent or reduced-time basis during the first twelve weeks of absence per rolling twelve month year. After twelve weeks of absence, whether taken intermittently, on a reduced-time basis, or continuously, subsequent leaves in the rolling year shall not be approved for periods less than two consecutive weeks. For eligible permanent part-time employees, both the six month and 12 week entitlements provided by this section will be pro-rated based on the employee's percentage of full-time regular hours worked.

The request, which shall be submitted at least two weeks in advance if circumstances permit, must include documentation supporting the need for family care leave.

One aggregate six month entitlement of leave without pay with benefits will be provided for family care leave without pay used under this Section, sick leave without pay used under Article 17, Section 6.a., and parental leave without pay used under Article 18, Section 1.a. Leave used under these Articles, as well as military exigency leave used under Article 17, Section 12, will be deducted from the six month entitlement and run concurrently.

After the employee has used an aggregate of six months of leave without pay with benefits under this Section, Article 17, Section 6.a., Article 18, Section 1.a., and/or military exigency leave under Article 17, Section 12, the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six month entitlement under the rolling twelve month year, provided that the employee has at least 1250 hours of actual work time within the twelve month period preceding commencement of the leave (900 hours for permanent part-time employees).

The continuation of benefits under this Section is subject to the employee's payment of any required employee contribution under Article 25, Section 3.

Section 2. State paid coverage for life insurance and state payments toward coverage for health benefits as provided in Articles 24 and 25 will continue for the period of time the employee is on family care leave without pay with benefits under Section 1 of this Article.

Section 3. Upon request of the employee, an extension of up to an additional six months of leave without pay shall be granted provided the employee provides proof of the family member's continuing illness or disability. The extension shall be without benefits and shall be contiguous to the termination of the initial six months of leave without pay with benefits. It shall not be used on an intermittent or reduced-time basis.

Section 4. a. If eligible for paid sick leave, an employee shall be required to use all applicable paid sick family and additional sick family leave upon commencement of family care leave without pay. Such sick leave used will run concurrently with and reduce the six month entitlement to leave without pay with benefits. Employees shall not be required to use annual, personal, compensatory or holiday leave upon commencement of leave without pay; however, if annual, personal, compensatory or holiday leave is used, it also will run concurrently with and reduce such entitlement.

b. It is understood by the parties that Subsection 4.a. applies except that employees may choose to retain up to ten days of accrued sick leave to be used as sick family and/or additional sick family, in accordance with Article 12, Sections 4 and 5. The choice to retain or not retain sick leave cannot be made retroactively, and saved days will be measured based on accrued sick leave available at the commencement of the absence. Saved days may be used by employees for absences appropriate for the use of such leave at any time during the first 12 weeks of the six month entitlement to leave without pay with benefits; such sick leave used will run concurrently with and reduce the six month entitlement to leave without pay with benefits. Days saved and requested for intermittent or reduced-time absences for periods less than two consecutive weeks after the first 12 weeks of the six month entitlement to leave without pay with benefits will be reviewed for approval under the provisions of Article 12; such use will not be counted against the six month entitlement to leave without pay with benefits.

Section 5. After completing one year of service, a UC Claims Intermittent Intake Interviewer in the Department of Labor and Industry shall be entitled to family care leave in accordance with this Article provided the UC Claims Intermittent Intake Interviewer has 1250 hours of actual work time within the twelve months preceding the commencement of family care leave.

Section 6. An employee shall have the right to return to the same position in the same classification held before going on family care leave, or to an equivalent position with regard to pay and skill for absences under Section 1 of this Article. After commencing the extension period under Section 3 of this Article and upon receipt of a written request to return to work, the employee shall be offered a position in the same classification and seniority unit for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the six-month period, any position in the same classification, in a lower classification in the same classification series, or a position previously held, within the same geographical/organizational limitation as the seniority unit, for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If the employee refuses an offer of a position in the

same classification, the employee's rights under this Section shall terminate. If the employee accepts a position in a lower classification or a position previously held, the employee will be offered a position in the same classification if there is a vacancy in that classification during the remainder of the six-month period in the seniority unit, provided there are no seniority claims to the position, and the agency intends to fill the position. Upon the Employer's receipt of written notice of the availability of the UC Claims Intermittent Intake Interviewer for work, the name of such UC Claims Intermittent Intake Interviewer shall be placed on the no pay recall list for the appropriate seniority unit in the order of seniority. If the UC Claims Intermittent Intake Interviewer is unable to report for work upon the expiration of the approved leave or at the end of such six month period, whichever is sooner, the UC Claims Intermittent Intake Interviewer shall be terminated.

Section 7. For the purpose of this Article, parent shall be defined as the biological, adoptive, step or foster parent of the employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.

For the purpose of this Article, son or daughter shall be defined as the employee's biological, adopted, or foster child, step-child, legal ward, or child of a person standing in loco parentis or a biological or adopted child of the employee's domestic partner who is:

- a. under 18 years of age; or
- b. 18 years of age or older and incapable of self-care because of a mental or physical disability.

Section 8. It is understood by both parties that the provisions of this Article are consistent with the Family and Medical Leave Act of 1993, 29 U.S.C. Sections 2601 et seq.

Section 9. For the purpose of this Article, domestic partner shall be defined as a same sex domestic partner who meets the eligibility criteria established by the Commonwealth.

ARTICLE 48 TECHNOLOGICAL AND METHODOLOGICAL CHANGE

In the interest of facilitating the implementation of technological and methodological changes in the Social and Rehabilitative Service Unit and minimizing the potentially disruptive effect of this implementation, Union and Management agree to discuss issues of concern as a result of implementation of technological and methodological changes.

Section 1. Management will give reasonable notice in advance of proposed technological and methodological changes including the introduction of VDT's in the workplace. In such cases, Management recognizes the need to provide the following information, upon request, to the Union:

- a. Details of proposed methods of operation of the new system and the task(s) it will perform.
- b. Proposed timetable for the introduction of the new technology and methodology.
- c. Any proposed changes in systems of performance measurement or of individual control or supervision implied by the new system.

Section 2. The Union and Employer agree to discuss the introduction and impact of proposed or actual technological or methodological changes including but not limited to:

- a. Resulting classification changes, which arise from new methods or means of performing tasks;
- b. Planning and time of the introduction of the new equipment;
- c. Method and speed of the introduction of the new equipment;
- d. Ergonomic considerations;
- e. Health and Safety considerations;
- f. Training availability;
- g. Job redesign; and,
- h. The realignment and/or reassignment of any or all employees' work at the location(s) in question between and among classifications and/or bargaining units or to independent contractors or consultants, if such is necessary to facilitate the utilization of proposed or actual technological or methodological changes.

The Union and the Employer agree that the Employer, after discussion of the matter, shall have the right to implement any such technological or methodological changes except as otherwise provided below.

Section 3. The Employer and the Statewide Union agree, upon request of the Statewide Union, to submit to arbitration the issue of the reasonableness of such realignment or reassignment of existing bargaining unit work as provided in Section 2.h. above.

Such request shall be made in writing by the Statewide Union, directed to the Office of Administration, Director, Bureau of Labor Relations, with a copy to the Agency Director of Labor Relations, and received within fifteen (15) working days of the date of the Employer's written notice of intent to implement such changes. Within fourteen (14) calendar days of the receipt of the

Union's request to arbitrate, the parties shall select an arbitrator to hear the matter. If the parties fail to agree on an arbitrator within this fourteen (14) calendar day period, either party may request a list of three (3) arbitrators from the Bureau of Mediation. The parties shall meet for the purpose of selecting an arbitrator. The Employer shall strike the first name. The list, with the selected arbitrator, shall be returned to the Bureau of Mediation by the statewide Union after it strikes the second name from the list.

Failure on the part of the Statewide Union to proceed in a timely manner shall be deemed a waiver and a bar to further proceedings.

The process outlined in this Section is the exclusive process for resolution of these issues. Disputes concerning this Article may not be submitted to the grievance procedure under Article 32 of this Agreement.

The arbitration hearing shall be held within fourteen (14) calendar days of the date of the written request for arbitration. The Arbitrator shall have fourteen (14) calendar days from the closing of the record within which to render an award.

Implementation of such changes which are the subject of the Union's request for arbitration shall not be held in abeyance pending receipt of the arbitrator's award.

The arbitrator's authority shall be strictly limited to a determination of the reasonableness of the changes. The arbitrator shall have no other authority whatsoever.

The Union's failure to make a timely request as set forth above shall be deemed a waiver of and bar to arbitration.

Section 4. The work performed by UC Claims Intermittent Intake Interviewers and Energy Assistance Workers may be altered, realigned, or reassigned as a result of technological or methodological change at any time.

Section 5. VDT operators who become pregnant have the right to request a transfer to another job within the workplace. Such transfer requests will be granted by Management, where operationally feasible. The operator may transfer back to the original position when an opening becomes available.

Section 6. VDT operators shall be given training in the use and safety and health considerations of VDT use.

Section 7. The Employer and Union acknowledge that the above represents the results of negotiations conducted under and in accordance with the Public Employe Relations Act and constitutes the full and complete understanding regarding the issues of reassignment, realignment of bargaining unit work resulting from technological and methodological changes.

Section 8. The provisions of this Article shall automatically expire on June 29, 2016, and shall be replaced by the provisions of Article 49 as contained in the 1988-1991 collective bargaining agreement between the Employer and the Union.

ARTICLE 49 LEAVE DONATION PROGRAM

Section 1. Permanent employees may donate annual and personal leave to a designated permanent employee in the employee's agency who has used all accrued and anticipated paid leave for the current leave calendar year. The leave is to be used for the recipient's own catastrophic or severe injury or illness or for the catastrophic or severe injury or illness of a family member. The leave also may be used as bereavement leave if the employee's family member dies and the employee has no accrued or anticipated sick leave available, subject to the limitations in Article 12, Section 6.

Section 2. Recipients

a. Recipients must be permanent employees in bargaining units that have agreed to participate in this program.

b. Family member is defined as a husband, wife, domestic partner, child, step-child, foster child or parent of the employee or any other person qualifying as a dependent under IRS eligibility criteria or the child of the employee's domestic partner.

c. A catastrophic illness or injury that poses a direct threat to life or to the vital function of major bodily systems or organs, and would cause the employee to take leave without pay or terminate employment, must be documented on a Family and Medical Leave Act Serious Health Condition Certification form. Donated leave may not be used for work-related injuries or illnesses, minor illnesses, injuries, or impairments, sporadic, short-term recurrences of chronic, non-life threatening conditions, short-term absences due to contagious diseases, or short-term recurring medical or therapeutic treatments, except for conditions such as those listed above.

d. A severe illness or injury must also be documented on a Medical Condition Certification to Receive Leave Donations Form.

e. The absence due to the catastrophic or severe illness or injury of the employee or a catastrophic or severe illness or injury of a family member must be for more than 20 workdays in the current leave calendar year. The 20-workday absence may be accumulated on an intermittent basis if properly documented as related to the same catastrophic or severe illness or injury. Annual, personal, sick (for employee's own serious health condition), sick family (for the serious health condition of a family member), holiday, compensatory, or unpaid leave may be used

during the accumulation period. A separate accumulation period must be met for each catastrophic or severe illness or injury and for each leave calendar year in which donated leave is used. Donated leave may not be applied to the required 20-workday accumulation period.

f. All accrued leave must be used as follows before any donation may be received.

(1) For an employee's own catastrophic or severe injury or illness, all accrued annual, sick, personal, holiday, and compensatory leave and all anticipated annual and sick leave for the current leave calendar year must be used.

(2) For the catastrophic or severe injury or illness of a family member, all accrued annual, personal, holiday, and compensatory leave and all anticipated annual leave for the current leave calendar year must be used. All five days of sick family leave and any additional sick family leave for which the employee is eligible must be used.

g. Up to 12 weeks of donated leave per leave calendar year may be received for all conditions of the employee and family members cumulatively, but donations may not be received in more than two consecutive leave calendar years. Donated leave is added to the recipient's sick leave balance on a biweekly basis. Recipients do not repay the donor for donated leave. Leave usage is monitored closely to ensure that donated leave is used only for absences related to the catastrophic or severe illness or injury.

h. The recipient's entitlement to leave under the Family and Medical Leave Act will be reduced, where applicable, by donated leave that is used. Entitlements to sick leave without pay (for an employee's own illness) or family care leave without pay (for a family member's illness) will also be reduced.

i. Donated leave may be used on an intermittent basis. However, each absence may be required to be medically documented as due to the same catastrophic or severe illness or injury.

j. An employee is not eligible to receive donations of leave if, during the previous six months, the employee has been placed on a written leave restriction, or has received a written reprimand or suspension related to attendance.

k. Donated leave that remains unused once the employee is released by the physician for full-time work, when the family member's condition no longer requires the employee's absence, or at the end of the leave calendar year, must be returned to the donors in inverse order of donation. However, if at the end of the year, the absence is expected to continue beyond the greater of 20 workdays or the amount of annual and sick leave that could be earned and used in the following leave calendar year, donated leave may be carried into the next year.

Section 3. Donors

a. A donor may voluntarily donate annual and personal leave to an employee within the donor's agency who meets the requirements of the Leave Donation Program. Donations may be made to multiple employees, as long as the minimum donation is made to each employee.

b. Donations must be made in increments of one day (7.50 or 8.0 hours), but not more than five days can be donated to any one employee in the same leave calendar year. The donor's annual leave balance after donation cannot be less than the equivalent of five workdays of leave (37.5 or 40.0 hours). Anticipated personal leave may not be donated.

c. The donation is effected by the completion and submission of a Request to Donate Leave to the agency Human Resource Office. Leave is deducted from the donor's annual and/or personal leave balance at the time of donation and transferred to the recipient in order by the date and time the Request to Donate Leave form is received.

d. Unused donations are returned to the donor if: the recipient or family member recovers, dies, or separates before the donor's leave is used; or if the recipient does not use the leave by the end of the leave calendar year, and is expected to either return to work within 20 workdays or to have sufficient anticipated leave available in the new year to cover the absence. In accordance with Section 1 above, an employee whose family member dies and who does not have accrued or anticipated sick leave available, may use donated leave as bereavement leave, subject to the limitations in Article 12, Section 6.

Section 4. The provisions of this Article are not grievable under Article 32 of this Agreement.

Section 5. For the purpose of this Article, domestic partner shall be defined as a same sex domestic partner who meets the eligibility criteria established by the Commonwealth.

Section 6. Notwithstanding the requirements in Sections 1 and 3 of this Article that annual and personal leave donations be from a permanent employee in the employee's agency, in the event that an employee does not receive sufficient donations from employees within the employee's own agency, the employee needing donations will be permitted to seek donations from permanent employees in other agencies under the Governor's jurisdiction within a reasonable geographic distance, through the requesting employee's designated local Human Resource contact. An exception to the reasonable geographic distance limitation will be allowed for relatives of the employee who wish to make donations.

ARTICLE 50
TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2015 except where specifically provided that a particular provision will be effective on another date. This Agreement shall continue in full force and effect up to and including June 30, 2016. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under the Public Employee Relations Act.

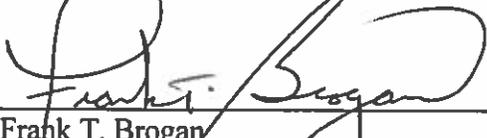
The parties hereto through their duly authorized officers or representatives and intending to be legally bound, hereby have hereunto set their hands and seals this 12th day of August, 2015.

COMMONWEALTH OF PENNSYLVANIA

SEIU, LOCAL 668



Sharon P. Minnich
Secretary of Administration



Frank T. Brogan
Pennsylvania State System of
Higher Education



Tom Herman, President
SEIU, Local 668



JoAnne Sessa
Secretary-Treasurer
SEIU, Local 668

Tracy Resch
 Scott Bunn
 Laurie Callenwood
 Frank J
 Bobi Ziel
 Richard
 David M. Day
 Steve H. Strickland
 Matt Apple
 Carol Michener
 Dawn Hovv
 James Andrew
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 Michael Hammer
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 Benjamin D. Wilk

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 Kimberly D. Walker
 Kevin Kinney
 Ashley Brand
 Matthew G. McMichael
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 Sabrina Howell
 Paul J. Bellortz
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 John E. Selby Sr.
 Kathy Stone
 Malloy Kennedy
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 Laurie Callenwood
 Charles [Signature]

COMMONWEALTH OF PENNSYLVANIA
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2014
PAY SCALE TYPE ST

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10
1	Hourly	11.19	12.62	14.23	16.02	18.08	20.47	23.36	30.46	34.74
	Biweekly	839.25	946.50	1,067.25	1,201.50	1,356.00	1,535.25	1,752.00	2,001.00	2,605.50
	Annual*	21,888	24,685	27,834	31,335	35,364	40,039	45,692	59,580	67,951
2	Hourly	11.45	12.88	14.48	16.34	18.47	20.91	23.90	31.11	35.52
	Biweekly	858.75	966.00	1,086.00	1,225.50	1,385.25	1,568.25	1,792.50	2,043.00	2,664.00
	Annual*	22,396	25,193	28,323	31,961	36,127	40,900	46,748	60,851	69,477
3	Hourly	11.66	13.10	14.79	16.69	18.83	21.35	24.41	31.83	36.32
	Biweekly	874.50	982.50	1,109.25	1,251.75	1,412.25	1,601.25	1,830.75	2,091.75	2,724.00
	Annual*	22,807	25,624	28,929	32,646	36,831	41,761	47,746	62,259	71,042
4	Hourly	11.89	13.38	15.10	17.04	19.22	21.86	24.95	32.53	37.11
	Biweekly	891.75	1,003.50	1,132.50	1,278.00	1,441.50	1,639.50	1,871.25	2,139.00	2,783.25
	Annual*	23,257	26,171	29,536	33,330	37,594	42,758	48,802	63,629	72,587
5	Hourly	12.14	13.65	15.35	17.35	19.64	22.36	25.51	33.27	37.90
	Biweekly	910.50	1,023.75	1,151.25	1,301.25	1,473.00	1,677.00	1,913.25	2,184.75	2,842.50
	Annual*	23,746	26,699	30,025	33,937	38,416	43,736	49,898	65,076	74,132
6	Hourly	12.35	13.90	15.70	17.72	20.04	22.83	26.10	33.98	38.77
	Biweekly	926.25	1,042.50	1,177.50	1,329.00	1,503.00	1,712.25	1,957.50	2,234.25	2,907.75
	Annual*	24,157	27,188	30,709	34,660	39,198	44,655	51,052	66,465	75,834
7	Hourly	12.62	14.23	16.02	18.08	20.47	23.36	26.68	34.74	39.67
	Biweekly	946.50	1,067.25	1,201.50	1,356.00	1,535.25	1,752.00	2,001.00	2,284.50	2,975.25
	Annual*	24,685	27,834	31,335	35,364	40,039	45,692	52,186	67,951	77,595
8	Hourly	12.88	14.48	16.34	18.47	20.91	23.90	27.24	35.52	40.52
	Biweekly	966.00	1,086.00	1,225.50	1,385.25	1,568.25	1,792.50	2,043.00	2,664.00	3,039.00
	Annual*	25,193	28,323	31,961	36,127	40,900	46,748	53,281	69,477	79,257
9	Hourly	13.10	14.79	16.69	18.83	21.35	24.41	27.89	36.32	41.43
	Biweekly	982.50	1,109.25	1,251.75	1,412.25	1,601.25	1,830.75	2,091.75	2,724.00	3,107.25
	Annual*	25,624	28,929	32,646	36,831	41,761	47,746	54,553	71,042	81,037
10	Hourly	13.38	15.10	17.04	19.22	21.86	24.95	28.52	37.11	42.37
	Biweekly	1,003.50	1,132.50	1,278.00	1,441.50	1,639.50	1,871.25	2,139.00	2,783.25	3,177.75
	Annual*	26,171	29,536	33,330	37,594	42,758	48,802	55,785	72,587	82,876

COMMONWEALTH OF PENNSYLVANIA
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2014
PAY SCALE TYPE ST

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10
11	Hourly 13.65 Biweekly 1,023.75 Annual* 26,699	Hourly 15.35 Biweekly 1,151.25 Annual* 30,025	Hourly 17.35 Biweekly 1,301.25 Annual* 33,937	Hourly 19.64 Biweekly 1,473.00 Annual* 38,416	Hourly 22.36 Biweekly 1,677.00 Annual* 43,736	Hourly 25.51 Biweekly 1,913.25 Annual* 49,898	Hourly 29.13 Biweekly 2,184.75 Annual* 56,978	Hourly 33.27 Biweekly 2,495.25 Annual* 65,076	Hourly 37.90 Biweekly 2,842.50 Annual* 74,132	Hourly 43.32 Biweekly 3,249.00 Annual* 84,734
12	Hourly 13.90 Biweekly 1,042.50 Annual* 27,188	Hourly 15.70 Biweekly 1,177.50 Annual* 30,709	Hourly 17.72 Biweekly 1,329.00 Annual* 34,660	Hourly 20.04 Biweekly 1,503.00 Annual* 39,198	Hourly 22.83 Biweekly 1,712.25 Annual* 44,655	Hourly 26.10 Biweekly 1,957.50 Annual* 51,052	Hourly 29.79 Biweekly 2,234.25 Annual* 58,269	Hourly 33.98 Biweekly 2,548.50 Annual* 66,465	Hourly 38.77 Biweekly 2,907.75 Annual* 75,834	Hourly 44.26 Biweekly 3,319.50 Annual* 86,573
13	Hourly 14.23 Biweekly 1,067.25 Annual* 27,834	Hourly 16.02 Biweekly 1,201.50 Annual* 31,335	Hourly 18.08 Biweekly 1,356.00 Annual* 35,364	Hourly 20.47 Biweekly 1,535.25 Annual* 40,039	Hourly 23.36 Biweekly 1,752.00 Annual* 45,692	Hourly 26.68 Biweekly 2,001.00 Annual* 52,186	Hourly 30.46 Biweekly 2,284.50 Annual* 59,580	Hourly 34.74 Biweekly 2,605.50 Annual* 67,951	Hourly 39.67 Biweekly 2,975.25 Annual* 77,595	Hourly 45.27 Biweekly 3,395.25 Annual* 88,548
14	Hourly 14.48 Biweekly 1,086.00 Annual* 28,323	Hourly 16.34 Biweekly 1,225.50 Annual* 31,961	Hourly 18.47 Biweekly 1,385.25 Annual* 36,127	Hourly 20.91 Biweekly 1,568.25 Annual* 40,900	Hourly 23.90 Biweekly 1,792.50 Annual* 46,748	Hourly 27.24 Biweekly 2,043.00 Annual* 53,281	Hourly 31.11 Biweekly 2,333.25 Annual* 60,851	Hourly 35.52 Biweekly 2,664.00 Annual* 69,477	Hourly 40.52 Biweekly 3,039.00 Annual* 79,257	Hourly 46.27 Biweekly 3,470.25 Annual* 90,504
15	Hourly 14.79 Biweekly 1,109.25 Annual* 28,929	Hourly 16.69 Biweekly 1,251.75 Annual* 32,646	Hourly 18.83 Biweekly 1,412.25 Annual* 36,831	Hourly 21.35 Biweekly 1,601.25 Annual* 41,761	Hourly 24.41 Biweekly 1,830.75 Annual* 47,746	Hourly 27.89 Biweekly 2,091.75 Annual* 54,553	Hourly 31.83 Biweekly 2,387.25 Annual* 62,259	Hourly 36.32 Biweekly 2,724.00 Annual* 71,042	Hourly 41.43 Biweekly 3,107.25 Annual* 81,037	Hourly 47.30 Biweekly 3,547.50 Annual* 92,519
16	Hourly 15.10 Biweekly 1,132.50 Annual* 29,536	Hourly 17.04 Biweekly 1,278.00 Annual* 33,330	Hourly 19.22 Biweekly 1,441.50 Annual* 37,594	Hourly 21.86 Biweekly 1,639.50 Annual* 42,758	Hourly 24.95 Biweekly 1,871.25 Annual* 48,802	Hourly 28.52 Biweekly 2,139.00 Annual* 55,785	Hourly 32.53 Biweekly 2,439.75 Annual* 63,629	Hourly 37.11 Biweekly 2,783.25 Annual* 72,587	Hourly 42.37 Biweekly 3,177.75 Annual* 82,876	Hourly 48.34 Biweekly 3,625.50 Annual* 94,553
17	Hourly 15.35 Biweekly 1,151.25 Annual* 30,025	Hourly 17.35 Biweekly 1,301.25 Annual* 33,937	Hourly 19.64 Biweekly 1,473.00 Annual* 38,416	Hourly 22.36 Biweekly 1,677.00 Annual* 43,736	Hourly 25.51 Biweekly 1,913.25 Annual* 49,898	Hourly 29.13 Biweekly 2,184.75 Annual* 56,978	Hourly 33.27 Biweekly 2,495.25 Annual* 65,076	Hourly 37.90 Biweekly 2,842.50 Annual* 74,132	Hourly 43.32 Biweekly 3,249.00 Annual* 84,734	Hourly 49.46 Biweekly 3,709.50 Annual* 96,744
18	Hourly 15.70 Biweekly 1,177.50 Annual* 30,709	Hourly 17.72 Biweekly 1,329.00 Annual* 34,660	Hourly 20.04 Biweekly 1,503.00 Annual* 39,198	Hourly 22.83 Biweekly 1,712.25 Annual* 44,655	Hourly 26.10 Biweekly 1,957.50 Annual* 51,052	Hourly 29.79 Biweekly 2,234.25 Annual* 58,269	Hourly 33.98 Biweekly 2,548.50 Annual* 66,465	Hourly 38.77 Biweekly 2,907.75 Annual* 75,834	Hourly 44.26 Biweekly 3,319.50 Annual* 86,573	Hourly 50.56 Biweekly 3,792.00 Annual* 98,895
19	Hourly 16.02 Biweekly 1,201.50 Annual* 31,335	Hourly 18.08 Biweekly 1,356.00 Annual* 35,364	Hourly 20.47 Biweekly 1,535.25 Annual* 40,039	Hourly 23.36 Biweekly 1,752.00 Annual* 45,692	Hourly 26.68 Biweekly 2,001.00 Annual* 52,186	Hourly 30.46 Biweekly 2,284.50 Annual* 59,580	Hourly 34.74 Biweekly 2,605.50 Annual* 67,951	Hourly 39.67 Biweekly 2,975.25 Annual* 77,595	Hourly 45.27 Biweekly 3,395.25 Annual* 88,548	Hourly 51.66 Biweekly 3,874.50 Annual* 101,047
20	Hourly 16.34 Biweekly 1,225.50 Annual* 31,961	Hourly 18.47 Biweekly 1,385.25 Annual* 36,127	Hourly 20.91 Biweekly 1,568.25 Annual* 40,900	Hourly 23.90 Biweekly 1,792.50 Annual* 46,748	Hourly 27.24 Biweekly 2,043.00 Annual* 53,281	Hourly 31.11 Biweekly 2,333.25 Annual* 60,851	Hourly 35.52 Biweekly 2,664.00 Annual* 69,477	Hourly 40.52 Biweekly 3,039.00 Annual* 79,257	Hourly 46.27 Biweekly 3,470.25 Annual* 90,504	Hourly 52.82 Biweekly 3,961.50 Annual* 103,316

* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

COMMONWEALTH OF PENNSYLVANIA
40 HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2014
PAY SCALE TYPE ST

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9
1 Hourly	11.19	12.62	14.23	16.02	18.08	20.47	23.36	26.68	30.46
1 Biweekly	895.20	1,009.60	1,138.40	1,281.60	1,446.40	1,637.60	1,868.80	2,134.40	2,436.80
1 Annual*	23,347	26,330	29,689	33,424	37,722	42,709	48,738	55,665	63,552
2 Hourly	11.45	12.88	14.48	16.34	18.47	20.91	23.90	27.24	31.11
2 Biweekly	916.00	1,030.40	1,158.40	1,307.20	1,477.60	1,672.80	1,912.00	2,179.20	2,488.80
2 Annual*	23,889	26,873	30,211	34,092	38,536	43,627	49,865	56,834	64,908
3 Hourly	11.66	13.10	14.79	16.69	18.83	21.35	24.41	27.89	31.83
3 Biweekly	932.80	1,048.00	1,183.20	1,335.20	1,506.40	1,708.00	1,952.80	2,231.20	2,546.40
3 Annual*	24,327	27,332	30,858	34,822	39,287	44,545	50,929	58,190	66,410
4 Hourly	11.89	13.38	15.10	17.04	19.22	21.86	24.95	28.52	32.53
4 Biweekly	951.20	1,070.40	1,208.00	1,363.20	1,537.60	1,748.80	1,996.00	2,281.60	2,602.40
4 Annual*	24,807	27,916	31,505	35,552	40,101	45,609	52,056	59,504	67,871
5 Hourly	12.14	13.65	15.35	17.35	19.64	22.36	25.51	29.13	33.27
5 Biweekly	971.20	1,092.00	1,228.00	1,388.00	1,571.20	1,788.80	2,040.80	2,330.40	2,661.60
5 Annual*	25,329	28,479	32,026	36,199	40,977	46,652	53,224	60,777	69,415
6 Hourly	12.35	13.90	15.70	17.72	20.04	22.83	26.10	29.79	33.98
6 Biweekly	988.00	1,112.00	1,256.00	1,417.60	1,603.20	1,826.40	2,088.00	2,383.20	2,718.40
6 Annual*	25,767	29,001	32,756	36,971	41,811	47,633	54,455	62,154	70,896
7 Hourly	12.62	14.23	16.02	18.08	20.47	23.36	26.68	30.46	34.74
7 Biweekly	1,009.60	1,138.40	1,281.60	1,446.40	1,637.60	1,868.80	2,134.40	2,436.80	2,779.20
7 Annual*	26,330	29,689	33,424	37,722	42,709	48,738	55,665	63,552	72,482
8 Hourly	12.88	14.48	16.34	18.47	20.91	23.90	27.24	31.11	35.52
8 Biweekly	1,030.40	1,158.40	1,307.20	1,477.60	1,672.80	1,912.00	2,179.20	2,488.80	2,841.60
8 Annual*	26,873	30,211	34,092	38,536	43,627	49,865	56,834	64,908	74,109
9 Hourly	13.10	14.79	16.69	18.83	21.35	24.41	27.89	31.83	36.32
9 Biweekly	1,048.00	1,183.20	1,335.20	1,506.40	1,708.00	1,952.80	2,231.20	2,546.40	2,905.60
9 Annual*	27,332	30,858	34,822	39,287	44,545	50,929	58,190	66,410	75,778
10 Hourly	13.38	15.10	17.04	19.22	21.86	24.95	28.52	32.53	37.11
10 Biweekly	1,070.40	1,208.00	1,363.20	1,537.60	1,748.80	1,996.00	2,281.60	2,602.40	2,968.80
10 Annual*	27,916	31,505	35,552	40,101	45,609	52,056	59,504	67,871	77,426

COMMONWEALTH OF PENNSYLVANIA
40 HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2014
PAY SCALE TYPE ST

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9
Hourly	13.65	15.35	17.35	19.64	22.36	25.51	29.13	33.27	37.90
11 Biweekly	1,092.00	1,228.00	1,388.00	1,571.20	1,788.80	2,040.80	2,330.40	2,661.60	3,032.00
Annual*	28,479	32,026	36,199	40,977	46,652	53,224	60,777	69,415	79,075
Hourly	13.90	15.70	17.72	20.04	22.83	26.10	29.79	33.98	38.77
12 Biweekly	1,112.00	1,256.00	1,417.60	1,603.20	1,826.40	2,088.00	2,383.20	2,718.40	3,101.60
Annual*	29,001	32,756	36,971	41,811	47,633	54,455	62,154	70,896	80,890
Hourly	14.23	16.02	18.08	20.47	23.36	26.68	30.46	34.74	39.67
13 Biweekly	1,138.40	1,281.60	1,446.40	1,637.60	1,868.80	2,134.40	2,436.80	2,779.20	3,173.60
Annual*	29,689	33,424	37,722	42,709	48,738	55,665	63,552	72,482	82,767
Hourly	14.48	16.34	18.47	20.91	23.90	27.24	31.11	35.52	40.52
14 Biweekly	1,158.40	1,307.20	1,477.60	1,672.80	1,912.00	2,179.20	2,488.80	2,841.60	3,241.60
Annual*	30,211	34,092	38,536	43,627	49,865	56,834	64,908	74,109	84,541
Hourly	14.79	16.69	18.83	21.35	24.41	27.89	31.83	36.32	41.43
15 Biweekly	1,183.20	1,335.20	1,506.40	1,708.00	1,952.80	2,231.20	2,546.40	2,905.60	3,314.40
Annual*	30,858	34,822	39,287	44,545	50,929	58,190	66,410	75,778	86,440
Hourly	15.10	17.04	19.22	21.86	24.95	28.52	32.53	37.11	42.37
16 Biweekly	1,208.00	1,363.20	1,537.60	1,748.80	1,996.00	2,281.60	2,602.40	2,968.80	3,389.60
Annual*	31,505	35,552	40,101	45,609	52,056	59,504	67,871	77,426	88,401
Hourly	15.35	17.35	19.64	22.36	25.51	29.13	33.27	37.90	43.32
17 Biweekly	1,228.00	1,388.00	1,571.20	1,788.80	2,040.80	2,330.40	2,661.60	3,032.00	3,465.60
Annual*	32,026	36,199	40,977	46,652	53,224	60,777	69,415	79,075	90,383
Hourly	15.70	17.72	20.04	22.83	26.10	29.79	33.98	38.77	44.26
18 Biweekly	1,256.00	1,417.60	1,603.20	1,826.40	2,088.00	2,383.20	2,718.40	3,101.60	3,540.80
Annual*	32,756	36,971	41,811	47,633	54,455	62,154	70,896	80,890	92,344
Hourly	16.02	18.08	20.47	23.36	26.68	30.46	34.74	39.67	45.27
19 Biweekly	1,281.60	1,446.40	1,637.60	1,868.80	2,134.40	2,436.80	2,779.20	3,173.60	3,621.60
Annual*	33,424	37,722	42,709	48,738	55,665	63,552	72,482	82,767	94,451
Hourly	16.34	18.47	20.91	23.90	27.24	31.11	35.52	40.52	46.27
20 Biweekly	1,307.20	1,477.60	1,672.80	1,912.00	2,179.20	2,488.80	2,841.60	3,241.60	3,701.60
Annual*	34,092	38,536	43,627	49,865	56,834	64,908	74,109	84,541	96,538

* Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.

** Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave," Title 4, Pennsylvania Code.

APPENDIX B
Classification Series and Entrance Level Classes
Social and Rehabilitative Services Unit, Non-Supervisory
(F-1 and F-4)

NOTE: Entrance Level Classification is identified by an asterisk

DEPARTMENT OF AGING

Furloughs and Filling of Vacancies

1. 41060* Older Adult Day Care Licensing Representative

DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT

Furloughs and Filling of Vacancies

1. 16301 Human Resources Development Specialist 2
16300* Human Resources Development Specialist 1

DEPARTMENT OF CORRECTIONS

Furloughs and Filling of Vacancies

1. 47540 Corrections Counselor 2
47530 Corrections Counselor 1
47520* Corrections Counselor Trainee
2. 47133 Corrections Employment and Vocational Coordinator
47130* Corrections Employment and Vocational Assistant
3. 42990 Psychological Services Specialist, Corrections
43012* Psychological Services Associate, Corrections
4. 38430 Drug and Alcohol Treatment Specialist 2
38420* Drug and Alcohol Treatment Specialist 1
5. 40071 Forensic Social Worker 2
40061* Forensic Social Worker 1

DEPARTMENT OF EDUCATION

Furloughs and Filling of Vacancies

1. 21250* Food and Nutrition Services Adviser 1
2. 31520* Speech, Language and Hearing Specialist
3. 37060* Public Health Nutrition Consultant
4. 43020* Psychological Services Associate
5. 43042* School Psychologist

DEPARTMENT OF HEALTH

Furloughs and Filling of Vacancies

1. 37060 Public Health Nutrition Consultant
37050* Public Health Nutritionist

HUMAN RELATIONS COMMISSION

Furlough and Filling of Vacancies

1. 49820 Human Relations Representative 2
49810* Human Relations Representative 1

OFFICE OF INSPECTOR GENERAL

Furlough and Filling of Vacancies

1. 07402* Claims Investigation Agent

JUVENILE COURT JUDGES COMMISSION

Furloughs and Filling of Vacancies

1. 41450* Juvenile Court Consultant

DEPARTMENT OF LABOR AND INDUSTRY

Furlough and Filling of Vacancies (unless otherwise noted)

1. 06010 Employment Interviewer
06030* Employment Interviewer Assistant - 1st claim
2. 06010 Employment Interviewer
06370 Veterans Employment Representative 1 (must meet federal requirements)
3. 06150 Career Link Specialist
06010 Employment Interviewer
06370 Veterans Employment Representative 1 (must meet federal requirements)
4. 06210* Employment Counselor 1 (promotion only)
5. 06210 Employment Counselor 1 (bump only)
06010 Employment Interviewer
6. 06370 Veterans Employment Representative 1 (must meet federal requirements)
06030* Employment Interviewer Assistant
7. 06380 Veterans Employment Representative 2 (must meet federal requirements)
06010 Employment Interviewer (must meet federal requirements)
06370 Veterans Employment Representative 1 (must meet federal requirements)
8. 06420 Employment Security Specialist 2
06410* Employment Security Specialist 1
9. 06460 Workforce Development Analyst 2
06450* Workforce Development Analyst 1
10. 06600 UC Claims Intake Interviewer
06590* UC Claims Intermittent Intake Interviewer
11. 06610 UC Claims Examiner
06600 UC Claims Intake Interviewer
12. 06650* Employment Security Operations Examiner
13. 43020* Psychological Services Associate
14. 44810* Vocational Rehabilitation Counseling Assistant
15. 44825* Vocational Rehabilitation Counselor Intern

- | | | |
|-----|--------|---|
| 16. | 44829* | Vocational Rehabilitation Counselor, Deaf and Hard of Hearing (bump only) |
| | 44831 | Vocational Rehabilitation Counselor |
| 17. | 44831 | Vocational Rehabilitation Counselor (bump only) |
| | 44810* | Vocational Rehabilitation Counseling Assistant |
| 18. | 44833 | Vocational Rehabilitation Counselor, Placement |
| | 44831 | Vocational Rehabilitation Counselor |
| 19. | 45080 | Disability Claims Adjudicator |
| | 45070* | Disability Claims Adjudicator Trainee |
| 20 | 45090* | Disability Adjudication Hearings Officer |

DEPARTMENT OF MILITARY AND VETERANS AFFAIRS

- | | | |
|----|--------|----------------------------------|
| 1. | 40070 | Social Worker 2 |
| | 40060* | Social Worker 1 |
| 2. | 48930 | Volunteer Resource Coordinator 2 |
| | 48920* | Volunteer Resource Coordinator 1 |

DEPARTMENT OF HUMAN SERVICES

Furlough and Filling of Vacancies

- | | | |
|----|--------|---|
| 1. | 07402* | Claims Investigation Agent |
| 2. | 07415* | Child Support Enforcement Specialist |
| 3. | 31120* | Licensed Occupational Therapist |
| | 31110* | Occupational Therapist |
| 4. | 31385* | Forensic Therapeutic Activities Services Worker |
| 5. | 31387* | Forensic Therapeutic Recreational Services Worker |
| 6. | 31389* | Forensic Vocational Adjustment Services Worker |
| 7. | 31460* | Residential Services Worker |

8. 31520* Speech, Language and Hearing Specialist
9. 31810* Certified Peer Specialist
10. 31820* Vocational Adjustment Services Worker
11. 31870* Therapeutic Recreational Service Worker
12. 31920* Therapeutic Activities Services Worker
13. 40010* Childline Caseworker
14. 40070 Social Worker 2
40060* Social Worker 1
15. 40071 Forensic Social Worker 2
40061* Forensic Social Worker 1
16. 40110 Office of Income Maintenance Program Services Advocate
40120 Income Maintenance Examiner
44720* Income Maintenance Caseworker
17. 40160* Court Liaison Program Specialist
18. 40630* Human Services Aide
19. 40652* Interstate Compact Specialist
20. 40650* Child Placement Coordinator
21. 41810* Youth Development Counselor
22. 41850* Youth Development Activities Specialist
23. 43020* Psychological Services Associate
43021* Psychological Services Associate, Mental Health
43022* Forensic Psychological Services Associate, Mental Health
43041* Licensed Psychologist
43043* Forensic Licensed Psychologist, Mental Health
24. 43080* Psychology Resident
25. 43090* Clinical Psychology Intern

26. 43601* Children Youth and Families Licensing Representative
27. 43621* Mental Retardation Licensing Representative
28. 43671* Adult Personal Care Home Licensing Representative
29. 44210* Rehabilitation Teacher of the Blind and Visually Impaired
30. 44520* Blind Enterprises Construction Specialist 1
31. 44600* Agent, Enterprises for the Blind
32. 44680* Energy Assistance Worker
33. 44825 Vocational Rehabilitation Counselor Intern
34. 40060* Social Worker 1
44831 Vocational Rehabilitation Counselor/40070 Social Worker 2
35. 44920* Orientation/Mobility Instructor
36. 48920* Volunteer Resources Coordinator 1
48930 Volunteer Resources Coordinator 2

Footnote:

For recall purposes, employees furloughed from the classification of Income Maintenance Policy Specialist 1 shall be placed on recall list and shall be recalled to a vacant, unencumbered Medical Assistance Policy Specialist 1 position provided there are no Medical Assistance Policy Specialists 1 on the recall list. This recall right shall be in addition to the recall rights specified in Article 29, Section 9 and shall have the same geographical and organizational limitation as the seniority unit from which the employee was furloughed. In the event of such a recall, the employee recalled shall serve a six month probationary period during which the provisions of Article 31 shall not apply. Employees dismissed during the probationary period shall return to the recall list for the classification of Income Maintenance Policy Specialist 1.

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION

Furloughs and Vacancies

1. 41450* Juvenile Court Consultant
2. 40060* Social Worker 1
3. 31120* Licensed Occupational Therapist

This Appendix must be read in conjunction with Appendix C and Appendix D. When filling vacancies, the class listed immediately below the class in question is the one to which Article 29, Section 5.b. and Section 6.b. and c. provisions apply. In order to be considered for the higher class, employees must meet the Minimum Education and Training Requirements of that class.

When more than one classification is noted as a multiple next lower level for filling of vacancies, the classifications should be treated as if they were one classification for the purpose of bidding and calculating seniority.

Certain classes have special provisions for the filling of vacancies and/or furlough purposes. These classes have been footnoted. The explanation of the special provisions appears as noted above.

APPENDIX C
ORGANIZATIONAL AND GEOGRAPHICAL SENIORITY UNITS

NOTE: To be read in conjunction with Classification Series and Entrance Level Classifications specified in Appendix B.

DEPARTMENT OF AGING

1. Headquarters

DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT

Promotions and Furloughs

1. Headquarters
2. Each of five (5) Regions (Harrisburg, Pittsburgh, Erie, Scranton and Philadelphia)

DEPARTMENT OF CORRECTIONS

Furlough

1. Headquarters
2. Each Institution
3. Community Corrections Center by Region

Promotions

1. Headquarters
2. Each Institution
3. Each Community Corrections Center

DEPARTMENT OF EDUCATION

Promotions and Furloughs

1. Headquarters

DEPARTMENT OF HEALTH

Promotions and Furloughs

1. Headquarters

HUMAN RELATIONS COMMISSION

Furloughs and Promotions

1. Headquarters
2. Harrisburg Regional Office
3. Pittsburgh Regional Office
4. Philadelphia Regional Office

DEPARTMENT OF LABOR AND INDUSTRY

OFFICE OF VOCATIONAL REHABILITATION (OVR)

Promotions and Furloughs

1. Headquarters
2. Each District Office
3. Hiram G. Andrews Center

BUREAU OF DISABILITY DETERMINATION (BDD)

Promotions and Furloughs

1. Each Disability Determination Office (3)
2. Headquarters

BUREAU OF WORKFORCE DEVELOPMENT PARTNERSHIP

Promotions and Furloughs

1. Headquarters/Central Office (Southcentral Workforce Investment Area)
2. All Other Workforce Investment Areas
*Employees in the Workforce Development Analyst series with the BWDP shall have their own seniority units as described above.

OFFICE OF UNEMPLOYMENT COMPENSATION TAX SERVICES

1. Headquarters/Central Office (Dauphin County)
2. Each other County (66)

OFFICE OF INFORMATION TECHNOLOGY (OIT)

1. Headquarters/Central Office (Dauphin County)
2. Each other County (66)

OFFICE OF GENERAL COUNSEL/CHIEF COUNSEL

1. Headquarters/Central Office (Dauphin County)
2. Each other County (66)

BUREAU OF WORKERS' COMPENSATION

1. Headquarters/Central Office (Dauphin County)
2. Each other County (66)

OFFICE OF UNEMPLOYMENT COMPENSATION BENEFITS

1. Headquarters/Central Office (Dauphin County), including Harrisburg Overflow Center
2. Each current UC Service Center
 - a. Scranton UC Service Center
 - b. Allentown UC Service Center
 - c. Erie UC Service Center
 - d. Altoona UC Service Center
 - e. Philadelphia UC Service Center
 - f. Lancaster UC Service Center
 - g. Indiana UC Service Center
 - h. Duquesne UC Service Center

MILITARY AND VETERANS AFFAIRS

Promotions and Furloughs

1. Each Veterans' Home

OFFICE OF INSPECTOR GENERAL/DEPARTMENT OF HUMAN SERVICES

Claims Investigation Agents in the Office of Inspector General - Office of Welfare Fraud, Investigations and Recovery Management/Department of Human Services-OIM Bureau of Child Support Enforcement and Office of Administration-Bureau of Financial Operations

Furloughs and Promotions

- a. Central Office
- b. Central Region (Adams, Bedford, Blair, Bucks, Cambria, Centre, Chester, Clearfield, Cumberland, Dauphin, Delaware, Franklin, Fulton, Huntingdon, Juniata, Lancaster, Lebanon, Mifflin, Montgomery, Perry, Somerset, York)
- c. Northeast Region (Berks, Bradford, Carbon, Clinton, Columbia, Lackawanna, Lehigh, Luzerne, Lycoming, Monroe, Montour, Northampton, Northumberland, Pike, Potter, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming)
- a. Southeast Region (Philadelphia)
- e. Western Region (Allegheny, Armstrong, Beaver, Butler, Cameron, Clarion, Crawford, Elk, Erie, Fayette, Forest, Greene, Indiana, Jefferson, Lawrence, McKean, Mercer, Venango, Warren, Washington, Westmoreland)

DEPARTMENT OF HUMAN SERVICES

Promotions and Furloughs

- 1. Headquarters
- 2. Each Institution (YDC*, YFC, MH Hospital, and MR Center)
- 3. Each County Assistance Office (67)
- 4. Each Regional or Area office
- 5. Each Regional Field/Area Office, OIM Bureau of Child Support Enforcement
 - a. Harrisburg Area Office
 - b. Wilkes-Barre Area Office
 - c. Philadelphia Area Office
 - d. Pittsburgh Area Office

6. Each Regional Field/Area Office, OIM Bureau of Program Evaluation
 - a. Norristown/Philadelphia Region
 - b. Harrisburg Region
 - c. Pittsburgh/Meadville Region

* Loysville, South Mountain Secure Treatment Center, and NCSTU (located at Danville) will be considered separate units.

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION

Promotions and Furloughs

1. Each University

APPENDIX D

EXPANDED ORGANIZATIONAL AND GEOGRAPHICAL SENIORITY UNITS

NOTE: To be read in conjunction with Classification Series and Entrance Level Classifications specified in Appendix B.

DEPARTMENT OF CORRECTIONS

Furlough

1. Headquarters
2. Each Institution
3. Community Corrections Center by Region

Recall only

1. All Correctional Institutions on a Statewide basis for employees furloughed from an individual Correctional Institution.
2. Community Corrections Center by Region

DEPARTMENT OF HEALTH

Recall Only

1. Headquarters

DEPARTMENT OF LABOR AND INDUSTRY

OFFICE OF VOCATIONAL REHABILITATION

Expanded Furlough/Recall Seniority Units (excluding the Bureau of Blindness and Visual Services)

- | | | | |
|----|--|----|--|
| 1. | Erie
New Castle
Pittsburgh
Washington | 4. | Harrisburg
York
Allentown
Reading |
| 2. | DuBois
Johnstown
Hiram G. Andrews
Center (recall only)
Altoona | 5. | Philadelphia
Norristown |
| 3. | Wilkes-Barre
Williamsport | | |

Bureau of Blindness and Visual Services

1. All statewide locations

BUREAU OF WORKFORCE DEVELOPMENT PARTNERSHIP

1. Recall only – Each region for employees furloughed from a County Office
2. If a furloughed employee does not have a bump within the seniority unit, that employee shall have a second bump into a UC Claims Intermittent Intake Interviewer or UC Claims Interviewer position in the applicable UC Service Center as set forth in the county list below, provided that the employee previously held an unemployment compensation classification in the bargaining unit. The employees in the Workforce Development Analyst series within the BWDP shall have their seniority units as described in Appendix C.

<u>Allentown UC Service Center</u>	<u>Altoona UC Service Center</u>	<u>Duquesne UC Service Center</u>	<u>Erie UC Service Center</u>	<u>Indiana UC Service Center</u>
Berks	Bedford	Allegheny	Cameron	Armstrong
Carbon	Blain	Beaver	Clarion	Butler
Lehigh	Centre	Fayette	Crawford	Cambria
Northampton	Clearfield	Greene	Elk	Indiana
Schuylkill	Clinton	Washington	Erie	Jefferson
	Fulton	Westmoreland	Forrest	
	Huntingdon		Lawrence	
	Juniata		McKean	
	Mifflin		Mercer	
	Somerset		Potter	
			Venango	
			Warren	

Lancaster UC Service Center

Adams
 Chester
 Cumberland
 Dauphin
 Franklin
 Lancaster
 Lebanon
 Perry
 York

Philadelphia UC Service Center

Bucks
 Delaware
 Philadelphia
 Montgomery

Scranton UC Service Center

Bradford
 Columbia
 Lackawanna
 Luzerne
 Lycoming
 Monroe
 Montour
 Northumberland
 Pike
 Sullivan
 Susquehanna
 Tioga
 Union
 Wayne
 Wyoming

DEPARTMENT OF HUMAN SERVICES

Furloughs and Recall

1. All MH Hospitals and MR Centers in the appropriate cluster for the employees furloughed from an individual MH Hospital and MR Center.

Clusters for this purpose shall be:

- a. Southeast (Norristown State Hospital, Wernersville State Hospital, Hamburg Center)
 - b. Northeast (Clarks Summit State Hospital, White Haven Center)
 - c. Central (Danville State Hospital, South Mountain Restoration Center, Selinsgrove Center)
 - d. Southwest (Torrance State Hospital, Ebensburg Center)
 - e. Northwest (Polk Center, Warren State Hospital)
2. All YDC's or YFC's in the appropriate DHS region - for employees furloughed from an individual YDC or YFC.
 3. All County Assistance Offices in the appropriate grouping listed below for employees furloughed from an individual County Assistance Office.

- | | | | |
|---|--|--------------------------------------|--|
| A.
Erie
Crawford | B.
Mercer
Lawrence | C.
Jefferson
Clearfield
Elk | D.
McKean
Potter
Cameron |
| E.
Venango
Clarion | F.
Warren
Forest | G.
Berks
Lehigh
Northampton | H.
Schuylkill
Carbon
Luzerne
Wyoming |
| I.
Monroe
Lackawanna
Wayne
Pike | J.
Tioga
Bradford
Sullivan
Susquehanna | K.
Dauphin
Lebanon
Perry | L.
Cumberland
Adams
Franklin |

M.
Lancaster
York

N.
Allegheny

O.
Chester
Montgomery
Delaware
Bucks

P.
Philadelphia

Q.
Cambria
Blair
Somerset
Bedford
Fulton

R.
Lycoming
Northumberland

S.
Centre
Huntingdon
Mifflin
Juniata

T.
Clinton
Union
Snyder

U.
Montour
Columbia

V.
Washington
Westmoreland
Fayette
Greene

W.
Indiana
Armstrong

X.
Butler
Beaver

APPENDIX E
CLASS CODES/TITLES

<u>Barg. Unit</u>	<u>Class Code</u>	<u>Class Title</u>	<u>Pay Scale Group</u>
<i>F1</i>			
	31810	Certified Peer Specialist	03
	47130	Corrections Employment Vocational Assistant	05
	06030	Employment Interviewer Assistant	04
	44680	Energy Assistance Worker	04
	40630	Human Services Aide	03
	06610	UC Claims Examiner	05
	06600	UC Claims Intake Interviewer	04
	06590	UC Claims Intermittent Intake Interviewer	04
	44810	Vocational Rehab Counseling Assistant	04
<i>F4</i>			
	43671	Adult Personal Care Homes Licensing Representative	07
	44600	Agent Enterprises For The Blind	07
	44520	Blind Enterprises Construction Specialist 1	05
	6150	Career Link Specialist	06
	40650	Child Placement Coordinator	05
	07415	Child Support Enforcement Specialist	06
	40010	Childline Caseworker	06
	43601	Children Youth Families Licensing Representative	07
	07402	Claims Investigation Agent	06
	43090	Clinical Psychology Intern	03
	47520	Corrections Counselor Trainee	05
	47530	Corrections Counselor 1	06
	47540	Corrections Counselor 2	07
	47133	Corrections Employment Vocational Coordinator	07
	40160	Court Liaison Program Specialist	07
	45090	Disability Adjudication Hearings Officer	08
	45080	Disability Claims Adjudicator	07

<u>Barg. Unit</u>	<u>Class Code</u>	<u>Class Title</u>	<u>Pay Scale Group</u>
<i>F4</i>	45070	Disability Claims Adjudicator Trainee	06
	38420	Drug & Alcohol Treatment Specialist 1	06
	38430	Drug & Alcohol Treatment Specialist 2	07
	06210	Employment Counselor 1	06
	06010	Employment Interviewer	05
	06650	Employment Security Operations Examiner	06
	06410	Employment Security Specialist 1	06
	06420	Employment Security Specialist 2	07
	21250	Food And Nutrition Services Adviser 1	07
	43043	Forensic Licensed Psychologist Mental Health	08
	43022	Forensic Psychological Srvs Assoc Mental Health	08
	40061	Forensic Social Worker 1	06
	40071	Forensic Social Worker 2	07
	31385	Forensic Therapeutic Activities Services Worker	06
	31387	Forensic Therapeutic Recreational Services Worker	06
	31389	Forensic Vocational Adjustment Services Worker	06
	49810	Human Relations Representative 1	06
	49820	Human Relations Representative 2	07
	16300	Human Resources Development Specialist 1	06
	16301	Human Resources Development Specialist 2	07
	44720	Income Maintenance Caseworker	06
	40120	Income Maintenance Examiner	07
	40652	Interstate Compact Specialist	06
	41450	Juvenile Court Consultant	08
	31120	Licensed Occupational Therapist	08
	43041	Licensed Psychologist	08
	43621	Mental Retardation Licensing Representative	07
	31110	Occupational Therapist	06

<u>Barg. Unit</u>	<u>Class Code</u>	<u>Class Title</u>	<u>Pay Scale Group</u>
<i>F4</i>	40110	OIM Program Services Advocate	07
	41060	Older Adult Day Care Licensing Representative	07
	44920	Orientation And Mobility Instructor	07
	43020	Psychological Services Associate	07
	43012	Psychological Services Associate Corrections	07
	43021	Psychological Services Associate Mental Health	08
	42990	Psychological Services Specialist, Corrections	08
	43080	Psychology Resident	07
	37060	Public Health Nutrition Consultant	08
	37050	Public Health Nutritionist	06
	44210	Rehabilitation Teacher Blind Visually Impaired	07
	31460	Residential Services Worker	06
	43042	School Psychologist	08
	40060	Social Worker 1	06
	40070	Social Worker 2	07
	31520	Speech Language And Hearing Specialist	07
	31920	Therapeutic Activities Services Wkr	06
	31870	Therapeutic Recreational Services Worker	06
	06370	Veterans Employment Representative 1	05
	06380	Veterans Employment Representative 2	06
	31820	Vocational Adjustment Services Worker	06
	44831	Vocational Rehab Counselor	07
	44829	Vocational Rehab Counselor 1 Deaf Hard Of Hrng	07
	44833	Vocational Rehab Counselor For Placement	07
	44825	Vocational Rehabilitation Counselor Intern	05
	48920	Volunteer Resources Coordinator 1	06
	48930	Volunteer Resources Coordinator 2	07
	06450	Workforce Development Analyst 1	06
	06460	Workforce Development Analyst 2	07
	41850	Youth Development Activities Specialist	06
	41810	Youth Development Counselor	07

APPENDIX F

DEPARTMENT OF CORRECTIONS DRUG AND ALCOHOL TESTING PROGRAM

1. POLICY

- a. Employees of the Department of Corrections are required to participate in the Drug and Alcohol Testing Program, as outlined below.
- b. The following controlled substance and alcohol testing is required:
 - 1) Reasonable Suspicion
 - 2) Return-to-duty
 - 3) Follow-up
- c. The split sample collection method will be used for urine samples for purposes of testing for controlled substances. The breath alcohol testing method administered by a trained Breath Alcohol Technician (BAT) using an Evidential Breath Testing device (EBT), will be used for the alcohol testing.
- d. **Prohibitions for controlled substances.**

No employee shall:

- 1) Perform work when using or being under the influence of any controlled substance, except under instruction of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform the employee's job duties.
- 2) Perform work if the employee tests positive for controlled substances.
- 3) Refuse to submit to a controlled substance test.

- e. **Prohibitions for alcohol**

No employee shall:

- 1) Perform work while being under the influence of alcohol as defined by g. and h. below.
- 2) Perform work while possessing or using alcohol.
- 3) Refuse to submit to an alcohol test

f. No supervisor/manager shall:

- 1) Permit an employee who refuses to submit to controlled substance and/or alcohol tests to perform or continue to perform job functions.
- 2) Permit an employee to perform or continue to perform work if the Employer has actual knowledge that an employee has tested positive for alcohol and/or controlled substances.

g. Consequences to employees who test 0.02% or greater but less than 0.04% for alcohol (CDL only)

- 1) Employees will not be permitted to perform work for at least 24 hours.
- 2) Employees shall be advised of the availability of the State Employees Assistance Program.
- 3) The employee shall be subject to unannounced follow-up alcohol testing. The number and frequency will consist of at least six tests in the first 12 months following the date of the employee's return to duty.
- 4) Employees who have a verified positive test result for alcohol during the 12 months following the date of the employee's return to duty shall be referred to SEAP and treated under h. below.
- 5) Employees who have a verified positive test result for alcohol during the initial hire, 6 or 12 month probationary period shall be terminated.

h. Consequences to employees who test positive for controlled substances or .04% or greater for alcohol or employees who test positive under the provisions of g. (4) above.

- 1) Employees shall not be permitted to perform work and shall be evaluated by a State Employees Assistance Program substance abuse professional who shall determine what assistance the employee needs in resolving problems associated with the use of controlled substances and/or alcohol.
- 2) If the employee is determined to require treatment, the substance abuse professional will evaluate the employee's participation in the program and determine whether or not the employee has followed the prescribed rehabilitation program.
- 3) A return to duty controlled substances and/or alcohol test will be required and the result must be a verified negative.

- 4) The employee shall be subject to unannounced follow-up controlled substance and/or alcohol testing. The number and frequency of such follow-up testing shall be directed by the SEAP substance abuse professional and will consist of at least six tests in the first 12 months following the date of the employee's return to duty.
 - 5) Employees who have a verified positive test result for controlled substances and/or alcohol during the 12 months following the date of the employee's return to duty shall be terminated.
 - 6) Employees who have a verified positive test result for controlled substances and/or alcohol during the initial hire, 6 or 12 month probationary period shall be terminated.
- i. All immediate supervisors of employees and all other supervisors who may be involved in making "reasonable suspicion" decisions as to whether or not an employee may be fit for duty based on observable behavior and should receive a drug and/or alcohol test are required to receive approximately 60 minutes of approved training on controlled substance use, alcohol misuse and reasonable suspicion determinations. This training will be provided by a contractor and will cover the physical, behavioral, speech and performance indicators of use of controlled substances and of probable alcohol misuse.
 - j. All employees will receive educational material which explains the requirements, policies and procedures of the drug and alcohol testing program. This information will contain prohibitions, consequences, and information on the effects and symptoms of drug and alcohol use. Employees are required to sign a certificate indicating they have received this information. If employees refuse to sign the form indicating they have received this information, they will be subject to appropriate discipline. If employees refuse to sign the forms necessary for them to be tested or refuse to be tested for controlled substances and/or alcohol, the employee will have been deemed to have tested positive and will be subject to the provisions of h. above.
 - k. All drug and alcohol testing required by this policy, except for return to duty testing, is considered to be conducted on duty time and thus employees are in compensable status for all time spent providing a urine or breath sample, including travel time to and from the collection site.
 - l. An employee removed from duty pending the outcome of a reasonable suspicion controlled substance test may use Combined Leave, Annual Leave, Personal Leave, or Leave Without Pay. If the test result is negative, the employee will be made whole for any wages lost, or paid leave used.

- m.** If an employee is removed from duty and referred to treatment following a positive test for controlled substances and/or alcohol, he/she may use paid sick leave or sick leave without pay consistent with the provisions of the Collective Bargaining Agreement.

2. DEFINITIONS

- a.** Alcohol. The intoxicating agent in beverage alcohol, ethyl alcohol (ethanol) or other low molecular weight alcohols, including methyl and isopropyl alcohol.
- b.** Alcohol use. The consumption of any beverage, mixture, or preparation. For employees in the CDL program this definition also includes the consumption of any medication containing alcohol.
- c.** Breath Alcohol Technician (BAT). An individual who instructs and assists individuals in the alcohol testing process and operates an Evidential Breath Testing (EBT) device.
- d.** Controlled Substances. The controlled substances covered by this policy include cocaine, marijuana, opiates, phencyclidine (PCP), amphetamines, barbiturates, Benzodiapin and Quaaludes (Methaqualine).
- e.** Medical Review Officer (MRO). A licensed physician (medical doctor or doctor of osteopathy) employed by the contractor responsible for receiving laboratory results generated by an Employers drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an employee's confirmed positive test result together with the employee's medical history and any other biomedical information.
- f.** Evidential Breath Testing Device. A device approved by the National Highway Traffic Safety Administration for the evidential testing of breath.
- g.** Reasonable suspicion. A belief that the employee has violated the controlled substance and/or alcohol prohibitions, based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. Other indicators of reasonable suspicion include: (A) a positive reading from drug interdiction equipment; (B) A positive reaction from a K-9 dog to an employee's person and/or property; and (C) notification by proper authority that an employee has been arrested and charged with a violation of any criminal drug statute involving the manufacture, distribution, dispensing, use or possession of any controlled substances.

h. Refusal to submit to testing. An employee who (a) refuses or fails to provide adequate urine for controlled substances testing without a valid medical explanation after the employee has received notice of the requirement for urine testing; or (b) refuses or fails to provide adequate breath for testing without a valid medical explanation after the employee has received notice of the requirement for breath testing; (c) engages in conduct that clearly obstructs the testing process.

i. Positive Test:

1) Screening test cut off levels:

*a)	Marijuana	50 ng/ml
*b)	Cocaine	300 ng/ml
*c)	Opiates	300 ng/ml
*d)	Phencyclidine	25 ng/ml
*e)	Amphetamines	1,000 ng/ml
**f)	Barbiturates	300 ng/ml
**g)	Benzodiazepine	300 ng/ml
**h)	Quaaludes (Methaqualine)	300 ng/ml

2) Confirmatory test cut off levels:

*a)	Marijuana	15 ng/ml
*b)	Cocaine	150 ng/ml
*c)	Opiates	300 ng/ml
*d)	Phencyclidine	25 ng/ml
*e)	Amphetamines	500 ng/ml
**f)	Barbiturates	200 ng/ml
**g)	Benzodiazepine	200 ng/ml
**h)	Quaaludes (Methaqualine)	200 ng/ml

* These cutoff levels are established consistent with the Mandatory Guidelines for Federal Drug Testing Programs and are subject to change by the Department of Health and Human Services (DHHS). When advances in technology or other considerations warrant identification of these substances in other concentrations and the Department of Health and Human Services (DHHS) changes the Mandatory Guidelines for Federal Drug Testing Programs, the Drug Testing thresholds enumerated above will be changed as of the same effective date.

** These cutoff levels are established with acceptable certified laboratory testing standards and are subject to change when advances in technology or other considerations warrant identification of these substances in other concentrations and the certified laboratory standards are changed.

j. The selected contractor must use a Department of Health and Human Services certified laboratory.

3. RESPONSIBILITIES.

- a.** Department of Corrections will establish overall policy and administer the program activities by coordinating with the Union to ensure all program activities are coordinated and appropriate communication occurs. Specific responsibilities include:
- 1) Developing information material to be given to all employees to explain the drug and alcohol testing requirements and applicable policies regarding drug and alcohol use and the consequences.
 - 2) Coordinating with the State Civil Service Commission and the Bureau of State Employment to ensure that employment/recruitment material includes information on the drug and alcohol testing requirements, and that procedures are established to deal with employees who fail the drug and/or alcohol tests.
 - 3) Ensuring that orientation information for covered employees reflects the policies, procedures, testing requirements, and consequences mandated by this program.
 - 4) Ensuring that all appropriate agency management are aware of drug and alcohol policy and program requirements, and that all aspects of the program policies and procedures are coordinated and implemented within the agency.
 - 5) Ensuring that appropriate agency procedures have been established to ensure that drug and alcohol testing occurs as required for:
 - a) Reasonable suspicion
 - b) Return to duty
 - c) Follow up
 - 6) In conjunction with the Office of Administration ensure that SEAP and the contractor share appropriate information and follow established policies and procedures.
- b.** Institution/Boot Camp/Corrections Community Center Coordinators are to ensure that the drug and alcohol testing program is implemented, coordinated, and maintained in their respective institutions by:
- 1) Ensuring that all appropriate supervisors receive the MANDATORY training.

- 2) Ensuring that appropriate records are maintained only by identified personnel and that strict confidentiality procedures are followed for the testing results.
 - 3) Ensuring that appropriate agency procedures are established for dealing with employees who test positive for drugs and/or alcohol.
- c. Agency Human Resource Officer is to assist Institution/Boot Camp/Corrections Community Center Coordinators in ensuring that all personnel program activities affected by the program requirements have been modified to meet these requirements which impact upon the recruitment, hiring, orientation, testing, *training, transactions, discipline, labor relations and record keeping activities of the agency.
 - d. Selected Contractors are responsible for administering the drug and alcohol testing requirements, supervisory training, record keeping and reporting processes consistent with the signed contract and this policy.
 - e. The Department of Corrections is responsible for developing and/or obtaining educational/procedural materials relating to this program and disseminating such materials to all affected employees.
 - f. State Employees Assistance Program will coordinate the evaluation and referral of employees who have tested positive for controlled substances and/or alcohol with a substance abuse professional. SEAP will coordinate all aspects of evaluation, treatment and follow up and communicate appropriately with the employee, agency and contractor.

4. PROCEDURES

- a. Institution/Boot Camp/Corrections Community Center Coordinators are to ensure that all supervisors who may be involved in a "reasonable suspicion" determination are identified and trained in accordance with these procedures.
- b. Reasonable Suspicion Testing for Observable Behavior.
 - 1) An agency supervisor/manager, who has been trained in accordance with the regulations, must require an employee to submit to a controlled substance and/or alcohol test when the supervisor has reasonable suspicion to believe the employee has violated the controlled substance and/or alcohol prohibitions. Upon determining that reasonable suspicion due to observable behavior exists, the agency supervisor/manager should have another supervisor/manager who has been trained in accordance with the regulations, witness the observations.

- 2) The required observations for controlled substances and alcohol reasonable suspicion testing must be made by a supervisor or manager who is trained in accordance with the following requirements:
 - a) Supervisors/Managers designated to determine whether reasonable suspicion exists to require an employee to undergo controlled substance and/or alcohol testing must receive the Department of Corrections approved training on controlled substances, alcohol misuse and reasonable suspicion determinations.
 - b) The training provided by the contractor must cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.
 - 3) A written record must be made of the observations leading to a controlled substances and/or alcohol test, and must be signed by the supervisor/manager who made the observations. A separate independently written statement must be signed by the supervisor/manager who witnesses the observations. These reports must be made within 24 hours of the observed behavior or before the results of the test are released, whichever is earlier.
 - 4) Department of Corrections must transport the employee to and from the testing site. The employee must be removed from duty until verified test results are received. If the test results are negative, the employee will be returned to work with back pay or the return of paid leave taken.
 - 5) The employee is to be given a form which the employee must present to the testing facility prior to testing. This form will contain employee identification and notification information as well as the name of the agency contact person.
 - 6) The employee must provide the testing site with positive identification in the form of a photo I.D.
- c.** Reasonable Suspicion for a positive reaction to drug interdiction equipment or a positive reaction by a K-9 dog to an employee's person and/or property or notification by proper authority that an employee has been arrested and charged with a violation of any criminal drug statute involving the manufacture, distribution, dispensing, use or possession of any controlled substances.

- 1) If an employee has a positive reaction to Drug interdiction equipment in accordance with the Department of Corrections Drug Interdiction Procedures Manual, Policy Number 6.3.12, the employee, at the discretion of the Department of Corrections, may be subject to reasonable suspicion drug and/or alcohol testing in accordance with this policy.
- 2) If a positive reaction to an employee's person and/or property by a K-9 detects the presence of contraband in accordance with the Department of Corrections, Drug Interdiction Procedures Manual 6.3.12, the employee, at the discretion of the Department of Corrections, may be subject to reasonable suspicion drug and/or alcohol testing in accordance with this policy.
- 3) If the Department is notified that an employee has been arrested and charged with a violation of any criminal drug statute involving the manufacture, distribution, dispensing, use or possession of any controlled substances the employee, at the discretion of the Department of Corrections, may be subject to reasonable suspicion drug and/or alcohol testing in accordance with this policy.

d. Return to duty testing.

- 1) If SEAP has determined that the employee requires treatment, SEAP must certify to the agency that an employee identified as needing assistance in resolving problems associated with controlled substance use and/or alcohol misuse was evaluated by a substance abuse professional, the employee followed the rehabilitation program prescribed, and the employee has undergone a return to duty controlled substance test with a verified negative result.
- 2) Before an employee can be returned to duty, the employee must undergo both alcohol and a controlled substance returned to duty test with negative results.

e. Follow-up testing.

The employee shall be subject to a minimum of six unannounced follow-up controlled substance and/or alcohol tests as directed by the substance abuse professional during the 12 month period following the employees return to duty.

f. Positive controlled substance test results.

- 1) Upon confirmation of a positive test result, the employee may request a secondary split sample be sent to a different certified laboratory to be analyzed.

- 2) If an employee has a verified positive test for controlled substances, the Medical Review Officer will inform the employee and the agency contact person, in writing. Prior to verifying a positive result, the MRO will make every reasonable effort to contact the employee confidentially and afford the employee the opportunity to discuss the test result. If after making all reasonable efforts and documenting them, the MRO is unable to reach the employee directly, the MRO shall contact a designated management official who shall direct the employee to contact the MRO as soon as possible (within 24 hours).
- 3) As soon as the agency is notified of a verified positive test result, the agency contact person must ensure that the employee is removed immediately from the performance of work.

g. Maintenance of Records.

- 1) The Contractor will be responsible for maintaining all records resulting from the administration of drug and alcohol tests under this program. These records will be maintained as outlined in the contract with DOC and will be consistent with the federal requirements.
- 2) The MRO will notify the employee, in writing, of both positive and negative drug and/or alcohol test results, and the specific controlled substances for which the test was verified positive.
- 3) With the employee's written consent, the Contractor will provide any of the testing information to another Employer.
- 4) The Department of Corrections are to establish internal confidential procedures to ensure that testing notifications, test results, and any other data pertaining to the drug and alcohol testing of employee are maintained in a locked file and are released only to authorized personnel as determined by the agency Coordinator.

h. Training.

- 1) The Contractor will provide drug and alcohol training to supervisors.
- 2) The Contractor or Agency Human Resource Office will notify Institution/Boot Camp contact persons where and when training will be conducted. This training is mandatory and it is the institution's responsibility to ensure that employees and supervisors receive this training. If an employee/supervisor is unable to participate in the scheduled training, the Institution/Boot Camp Coordinator should be notified and the Coordinator

should make alternate arrangements through the employee to receive the training as soon as possible.

- 3) No supervisor should be involved in a reasonable suspicion determination unless the supervisor has received the required training.
- 4) Once the initial training is provided, new supervisors/managers of employees are to be provided the required training from the Contractor or Agency Human Resource Office within 60 days of becoming a supervisor/manager of these employees. Agency Coordinators shall contact the Contractor within 10 days of the employee becoming a supervisor and provide the names and locations of the supervisors/managers in need of training.
- 5) New employees will be provided educational material during their orientation regarding the policies and requirements of the drug and alcohol testing program. Prior to any testing, the employee will be provided with additional information. The employee will be required to sign receipt of any information and forms that are provided.

Employees in this bargaining unit who are randomly tested for controlled substances and/or alcohol under the CDL policy and who test positive will be treated under the provisions of this policy.

Employees in this bargaining unit who are tested for controlled substances and/or alcohol due to the employee's assignment to the Drug Interdiction Team and who test positive will be treated under the provisions of this policy.