

MEMORANDUM OF UNDERSTANDING

BETWEEN

COMMONWEALTH OF PENNSYLVANIA

AND

ASSOCIATION OF LIQUOR ENFORCEMENT SUPERVISORS

FIRST LEVEL SUPERVISORY, LIQUOR LAW ENFORCEMENT UNIT

Effective: July 1, 2015 through June 30, 2016

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MEMORANDUM OF RECOMMENDATIONS

WHEREAS, The Pennsylvania Labor Relations Board determined in Case No. PERA-R-2249-C that Enforcement Officers 3 constitute an appropriate unit of first-level supervisors under the Public Employee Relations Act; and

WHEREAS, The Unit has been certified by the Pennsylvania Labor Relations Board as the employee organization elected to represent the public employees in the unit (hereinafter called "employees"); and

WHEREAS, The Commonwealth and the Unit have met and discussed in good faith a number of matters deemed to be bargainable for other public employees covered by the Public Employee Relations Act; and

WHEREAS, The Commonwealth has determined to enter into a memorandum setting forth the recommendations set forth herein;

NOW, THEREFORE, The Commonwealth has determined that the following recommendations for adjustments to the wages, hours, terms and conditions of employment for employees in the Unit will be submitted to the Executive Board:

RECOMMENDATION NO. 1 RECOGNITION

The Unit is recognized as the exclusive representative for meet and discuss purposes for Enforcement Officers 3 of the Pennsylvania State Police.

RECOMMENDATION NO. 2 HOURS OF WORK

Section 1. The work week will consist of any five workdays in the period beginning at 12 a.m. Saturday and continuing through 11:59 p.m. the following Friday.

a. Each employee shall be entitled to two consecutive days off in each workweek. The Employer will attempt to schedule the employee on the daylight shift or earlier on the day before his/her scheduled days off and no earlier than the daylight shift upon return to work from his/her scheduled days off.

b. An employee shall be scheduled off work a minimum of one weekend, i.e. 12:01 a.m. Saturday through 11:59 p.m. Sunday, each month. The weekend off will be the employee's scheduled days off for that week. The Employer agrees to schedule the employee on the daylight shift or earlier the Friday before this weekend and no earlier than the daylight shift the Monday following this weekend. The Employer will attempt to schedule an employee off an additional Saturday/Sunday each month subject to management's responsibility to maintain efficient operations.

c. For purposes of Subsections a. and b., a daylight shift will be considered to be any shift which begins at or after 6:00 a.m. or before 12:00 noon.

d. If an employee's scheduled day off falls on one of the holidays outlined in Recommendation 6, Section 1, the employee will be permitted to schedule a compensatory day in accordance with the provisions outlined in Recommendation 6, Section 5.

Section 2. The workday will consist of eight consecutive hours between midnight and midnight of the calendar day. Employees who are working in their District Office their entire workday shall be permitted two 15-minute rest periods, one during each half work shift.

When the employee's scheduled workday overlaps midnight by exactly four hours, the Employer will determine to which workday to apply the hours of work. For example, if the employee is scheduled to work from 8 p.m. on Tuesday until 4:00 a.m. on Wednesday, the Employer will determine whether those eight hours will constitute Tuesday's workday or Wednesday's.

In instances when the overlap is not exactly four hours, the calendar day in which the majority of the prescheduled hours are worked will be considered the workday. For example, when an employee works 7 p.m. on Monday until 3:00 a.m. on Tuesday, the eight hours of work will be applied to Monday. When an employee works from 10 p.m. on Monday until 6:00 a.m. on Tuesday, the eight hours of work will be applied to Tuesday.

Overtime hours worked before or after the scheduled shift will not affect the workday determination.

Section 3. The Employer will post a schedule showing the days to be worked by 4 p.m., Tuesday for the following workweek. A change of shift may take place where a minimum 24 hour notice is given prior to the start of the newly scheduled shift. An employee who is not provided notice of a change as described above will receive a premium payment of one-half the employee's hourly rate (not to exceed, in total, a rate of time and one-half) for each hour worked outside his original schedule.

Section 4. Employees shall be scheduled off between shifts a minimum of eight hours. When two shifts are worked with fewer than eight hours off, in addition to the employee's hourly rate, the employee shall receive a premium payment of one-half the employee's hourly rate (not to exceed, in total, a rate of time and one-half) for each hour worked in the eight hour period beginning with the end of the first shift. If an employee works overtime or is called-in to work during this eight hour period, the overtime or call time provisions shall apply. There shall be no duplication or pyramiding of these hours under both this Section and the overtime or call time Sections.

Section 5. Travel time - Officers will be entitled to include as hours worked time spent in travel in accordance with the following guidelines:

- a. No time spent in travel between residence and headquarters will be counted as hours worked.
- b. All time spent in travel on the same day between headquarters and a worksite or between two worksites will be counted as hours worked.
- c. Employees who are required to travel between 25 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 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.

An employee who is 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.

The hours of work of employees who are 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.

RECOMMENDATION NO. 3 CALL TIME

Section 1. Employees who have been called into work outside of their regular shift schedule shall be paid at the appropriate rate for all hours worked, including the travel time entitlement as outlined in Recommendation 2, Section 5 or a minimum of three hours pay at the employee's regular straight-time hourly rate, whichever is greater. There shall be no duplication of hours or pay.

Section 2. This Recommendation shall not be applicable to scheduled overtime.

RECOMMENDATION NO. 4 OVERTIME

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

- a. For any work performed in excess of eight hours in any workday or in excess of 40 hours in any workweek.
- b. There shall be no duplication of premium pay for the same hours worked under the provisions of this Memorandum.

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

- a. Hours worked.
- b. Holidays.

- c. Annual Leave.
- d. Compensatory leave; to be included in the period of occurrence for the purpose of computing overtime.
- e. Personal leave day.
- f. Sick leave.
- g. Administrative leave.

Section 3. Employees shall obtain prior approval from their supervisor before overtime is worked. Where obtaining prior approval is not feasible, employees must notify their supervisor of the need to have worked the overtime immediately upon completion of the task which resulted in the overtime.

Section 4. Compensatory time may be taken, with supervisory approval, in lieu of overtime pay. Such compensatory time is to be taken within the 120 calendar day period succeeding the date on which the overtime is worked. If the compensatory time off is not taken within this time period, the employee shall be compensated at the appropriate rate of pay in lieu of paid time off.

Section 5. Payment for overtime is to be made on the payday of the first pay period following the pay period in which the overtime is worked.

Section 6. 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.

RECOMMENDATION NO. 5 SHIFT DIFFERENTIAL

Section 1. An employee whose work shift consisting of 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 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 work not less than a full eight 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.

Section 4. For the purpose of this Recommendation, shift differential will not be paid when the hours worked are employee controlled.

RECOMMENDATION NO. 6 HOLIDAYS

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

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

For employees who work Monday through Friday, Monday shall be recognized as a holiday for all holidays occurring on a Sunday and Friday for all holidays occurring on a Saturday. For other than Monday through Friday employees, the holiday shall be observed on the day upon which it falls.

Section 2. A permanent full-time employee shall be paid for any holiday listed in Section 1 of this Recommendation provided he/she was in active pay status on the last half of his/her scheduled work day immediately prior to and the first half of his/her scheduled work day immediately subsequent thereto.

If a holiday is observed while a permanent full-time employee is on sick, annual, or other paid leave status, he/she will receive his/her holiday pay and the day will not be charged against sick, annual, or other paid leave credits.

Section 3. Permanent full-time 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 a regular Monday through Friday schedule, subject to the same entitlement requirements. If an employee's regular scheduled day off coincides with the holiday, he/she will be given a compensatory day off.

Section 4. If an employee is required to work on any of the holidays set forth in Section 1 of this Recommendation, except for the day after Thanksgiving, that is not part of the scheduled work day overlap outlined in Recommendation 2, Section 2, the employee will be compensated at one and one-half times their regular hourly rate of pay for all hours worked on the holiday shift and any overtime extension thereof. The employee shall receive paid time off for all hours worked on a holiday up to a full shift. The paid time off shall be in lieu of holiday pay for that time under Section 2 above. If the employee works less than a full shift, the employee will receive paid time off for all hours worked and holiday pay for any part of a full shift not worked.

If an employee 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. The employee shall receive paid time off for all hours worked on the day after Thanksgiving up to a full shift. The paid time off shall be in lieu of holiday pay for that time under Section 2 above.

Section 5. Compensatory time off earned pursuant to Section 3 of this Recommendation shall be scheduled in the following manner: If a written request is received within 45 days after the holiday is worked, paid time off shall, subject to management's responsibility to maintain efficient operations, be scheduled and granted as requested by the employee, within the 120 calendar day period succeeding the holiday. If the Employer does not schedule such paid time off in accordance with the employee's request, or at some other time prior to the completion of the 120 calendar day period succeeding the holiday, the employee shall be compensated at the employee's regular rate of pay in lieu of such paid time off.

Section 6. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Memorandum for the same hours worked.

Section 7. 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.

RECOMMENDATION NO. 7 PERSONAL LEAVE DAYS

Section 1. follows:

All permanent full-time employees will be eligible for paid personal leave days as

- a. One paid personal leave day will be earned in the employee's first calendar year of employment provided the employee has 160 hours 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 160 hours 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 160 hours in an active pay status in each one-quarter calendar year.
- d. Leave service credit earned during all periods of Commonwealth employment will be used to determine whether, for 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 year of employment.

Section 2. Personal leave shall be scheduled and granted for periods of time requested by an employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on personal leave at the same time, the employee with the greatest seniority shall be given his/her choice of personal leave in the event of any conflict in selection.

Requests for emergency leave may be submitted 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.

Requests for full days (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 calendar year (16.0 hours), and the first two days of such unscheduled absences will be recorded as extraordinary personal leave.

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 Commonwealth 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. For the purposes of this Recommendation, 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 Recommendation, 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.

Section 7. 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.

RECOMMENDATION NO. 8
SICK LEAVE AND BEREAVEMENT LEAVE

Section 1. a. Employees shall be eligible to use 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:

40 Hr. Workweek: 88 Hrs. (11 days)

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

Section 2. Employees shall earn sick leave from their date of hire and may accumulate sick leave up to a maximum of 300 days (2400 hours).

Section 3. 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 the Employer has reason to believe that the employee has been abusing his/her sick leave privileges. Discipline based upon patterns of sick leave use will be treated under the basic concepts of just cause.

Section 4. Employees may use not more than five (5) days of sick leave in any calendar year where sickness in the immediate family requires the employee's absence from work. Immediate family is defined as husband, wife, domestic partner, child, step-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.

Section 5. Where a family member's serious health condition requires the employee's absence from work beyond 20 days (160 hours) 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

Over 1 year to 3 years
Over 3 years to 15 years
Over 15 years to 25 years
Over 25 years

Sick Family Allowance

Up to 56 additional hours (7 days)
Up to 120 additional hours (15 days)
Up to 160 additional hours (20 days)
Up to 208 additional hours (26 days)

b. During the initial 20 days (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 (160 hours). A separate 20 day (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 (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 (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' sick leave for the death of the employee's spouse, domestic partner, parent, stepparent, child, or stepchild or 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, foster child, step-sister, step-brother, parent-in-law, grandparent-in-law, aunt, uncle, 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 their accumulated unused sick leave in accordance with the schedule below if they retire under the conditions set forth in Subsection b.

Days Available at Retirement	Percentage Buy-Out	Maximum Days
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, or
- (3) Other retirement with at least 25 years of credited service in the State and/or Public School Retirement Systems.
- (4) After seven years of service, death prior to retirement or separation of service except as provided in Section 8.

c. Such employees shall not be paid 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.

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 paid for part days of accumulated sick days.

Section 9. 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 his/her leave privileges. Permanent employees with less than one year of service since their last date of hire may not anticipate sick leave. An employee may elect to use annual or personal leave prior to anticipated sick leave.

Section 10. For the purpose of this Recommendation, 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 11. 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 Recommendation 7, Sections 1.a., 1.b., and 1.c., which will be available for use in the following leave calendar year. Sick bereavement leave used will not be counted; however, all other types of paid sick leave; unpaid sick leave used under Recommendation 9; and paid and unpaid leave used for work-related injuries shall count as sick leave for this Section.

Section 12. For the purpose of this Recommendation, domestic partner shall be defined as a same sex domestic partner who meets the eligibility criteria established by the Commonwealth.

RECOMMENDATION NO. 9 LEAVES OF ABSENCE

Section 1. All time that an employee is absent from work shall be appropriately charged.

Section 2. 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 Memorandum 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 3. Employees who are elected or appointed as unit 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; provided, however, not more than one (1) employee may be on leave for this purpose at the same time. Such leaves may be renewed or extended by written mutual consent of the Unit and the Employer.

Section 4. a. After completing one year of service, permanent employees shall be granted, upon written request, up to six (6) 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. 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 (2) 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.

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 year shall not be approved for periods of less than two consecutive weeks, except as described in Subsection 4.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 4.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 Recommendation 8. 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 Recommendation 23, Section 1.a., and family care leave without pay used under Recommendation 24, Section 1. Leave used under these Recommendations, 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, Recommendation 23, Section 1.a., Recommendation 24, 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.

g. The continuation of benefits under this Section is subject to the employee's payment of any required employee contribution under Recommendation 15, Section 3.

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

Section 5. 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. It 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 the employee refuses an offer of a position in the same classification, the employee's rights under this Section shall terminate.

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

Section 6. For denied work-related injuries, up to six months of leave without pay without benefits may be granted when the employee does not meet eligibility requirements for leave under Subsection 4.a. of this Recommendation.

Section 7. 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 8. Employees may be granted leaves without pay at the sole discretion of the Employer for any good and sufficient reason, including pursuit of advanced education in the employee's profession.

Section 9. Upon the expiration of any approved leave of absence without pay, except as provided in Section 5 above and in Recommendation 21, Section 7, Recommendation 23, Section 3 and Recommendation 24, Section 5, the employee is entitled to return to a position in the same or equivalent classification within the agency, subject to the furlough provisions of Recommendation 20, Seniority.

Section 10. It is understood between the parties that the provisions of Sections 4, 5 & 9 are consistent with the Family and Medical Leave Act of 1993, 29 USC Sections 2601, et seq.

Section 11. State payments toward coverage for health benefits and state-paid coverage for life insurance as provided in Recommendations 15 and 16 will continue for the period of time the employee is on sick leave without pay with benefits under Section 4 of this Recommendation.

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 Recommendation 9, Section 4; Recommendation 23, Section 1.a., and Recommendation 24, 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 Recommendation 9, Section 4; Recommendation 23, Section 1.a., and Recommendation 24, 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.

**RECOMMENDATION NO. 10
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 Service:

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

40 Hour Workweek: 56 Hours (7 days)

Over 3 Years to 15 Years Service Inclusive:

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

40 Hours Workweek: 120 Hours (15 days)

Over 15 Years to 25 Years Service Inclusive:

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

40 Hour Workweek: 160 Hours (20 days)

Over 25 Years Service:

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

40 Hour Workweek: 208 Hours (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 Employment
Where Leave Service Credit
Is Earned)**

**Maximum Annual Leave
Entitlement Per Year**

Up to 3 Years Service:

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

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

Over 3 Years to 15 Years Service Inclusive:

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

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

Over 15 Years Service:

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

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

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

Employees shall be credited with a year of service for each twenty-six (26) pay periods completed in an active pay status, provided they were paid a minimum of one (1) hour in each pay period.

Section 2. Vacation pay shall not be less than the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceeding the employee's vacation period.

Section 3. a. Vacations shall be granted at the time requested by the employee subject to management's responsibility to maintain efficient operations. An employee whose scheduled vacation extends from Monday through Friday shall be scheduled off the Saturday and Sunday immediately prior to and subsequent to the vacation, consistent with operational needs. 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 seniority shall be given his/her choice of vacation periods of five or more consecutive annual, personal or holiday leave days in the event of any conflict in selection. Seniority for vacation selection shall be defined as length of service in the unit. In the case of a tie, total combined length of service in the K-5 and K-4 units shall apply. If a tie still exists, total Commonwealth service shall be utilized. Any remaining tie shall be determined by lot.

b. The selection period shall be December 1 through February 28 for vacations from May 1 through December 31, and September 1 through October 31 for vacations from January 1 through April 30 of the following year.

c. The selection of vacations shall be on a round by round basis in which the employee can choose up to and including four consecutive weeks or two non-consecutive weeks per round.

d. An employee who is involuntarily transferred to another District will be eligible to utilize any previously approved vacation.

Section 4. Any employee separated from the service of the Employer for any reason prior to taking his/her 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.

Section 5. Employees will be entitled to carry over up to 45 days (360 hours) of annual leave. 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 Recommendation 8, Section 2. Scheduling of those days carried over shall be in accordance with Section 3 above.

Section 6. If a holiday occurs during the workweek in which vacation is taken by an employee, the holiday shall not be charged to annual leave.

Section 7. 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 8. 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 privileges. Permanent employees with less than one year of service since their last date of hire may not anticipate annual leave.

Section 9. For the purposes of this Recommendation, 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.

RECOMMENDATION NO. 11 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. Employees hired into classifications covered by this Memorandum shall be paid the minimum rate for the pay scale group assigned to their classification as reflected on the Standard Pay Schedule.

Section 3. a. Employees covered by this Agreement 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.

b. Employees covered by this Memorandum 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 increments 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 Memorandum, 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 4. a. When an employee covered by this Memorandum 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 or to the minimum of the new pay scale group, whichever is greater.

b. When an employee covered by this Memorandum 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.

Section 5. The cash payments provided for in this Recommendation shall not be added to the employee's base salary. The cash payments will be subject to dues and fair share fee deductions where applicable.

Section 6. 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 3 where applicable.

Section 7. 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 8. The policies regarding pay scale group revisions contained in the Commonwealth's Personnel Rules shall continue

Section 9. All employees are required to sign up for direct deposit of paychecks and travel expense reimbursement.

RECOMMENDATION NO. 12 DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

Section 1. The Employer shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. An employee may appeal a demotion, suspension, or discharge beginning at the third step of the grievance procedure, subject to any conditions of the grievance procedure under Recommendation 13. The Unit shall be notified by the Employer of any demotion, suspension or discharge.

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

Section 3. During the first 180 calendar days of employment, the provisions of this Recommendation shall not apply. Periods of leave without pay, periods of time during which an

employee is using paid leave to supplement workers' compensation, and leave under the Heart and Lung Act shall not count toward the initial probationary period or any extension period.

Section 4. Serious acts of deception will provide a just cause basis for termination of employment, notwithstanding any mitigating factors. A serious act of deception is committed during a criminal, civil, or administrative investigation or proceeding, when an employee is under a specific, official obligation to be truthful, and involves intentional (1) lying; (2) fabrication; (3) misleading acts or words; (4) civil or criminal fraud; or (5) perjury.

Notwithstanding anything to the contrary in this Memorandum, no employee may be subject to disciplinary charges for violating this subsection in regard to a statement or statements the employee made in a Departmental disciplinary investigation involving another employee before the allegations involving the underlying investigation of that other employee have been either dismissed by the Department or sustained or dismissed by an arbitration as provided herein.

Section 5. The parties agree to establish and administer an Alternative Discipline Program to address infractions involving performance, time and attendance, and corporate card payment, in accordance with the side letter contained in Appendix G.

RECOMMENDATION NO. 13 GRIEVANCE AND ARBITRATION

Section 1. A Civil Service employee may process his/her grievance through either the Civil Service appeal procedure or the memorandum grievance procedure. If an appeal is filed under the Civil Service appeal procedure, while proceedings are taking place under the memorandum procedure, then the memorandum grievance procedure shall cease and shall not be permitted to be reinstituted. If an appeal is filed under the Civil Service appeal procedure, the employee shall not be entitled to institute proceedings under the memorandum grievance procedure, all rights to so do being waived by the exercise of an option by the employee to utilize the Civil Service procedure.

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

- STEP 1. The employee, either alone or accompanied by the Unit representative or the Unit where entitled, shall present the grievance in writing to his/her District Office Commander within 15 working days of the date of its occurrence or knowledge of its occurrence, whichever is later. The District Office Commander shall attempt to resolve the matter and report their decision to the employee in writing within ten 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 Unit representative to his/her Bureau Director within ten working days after the District Office Commander's response is due. The Bureau Director, or his/her designated representative, shall respond in writing to the employee and Unit representative within ten 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 Unit representative to the Director, Bureau of Human Resources or his/her designated representative within ten working days after the response from Step 2 is due. The Director, Bureau of Human Resources or his/her designated representative shall respond in writing to the employee and Unit representative within ten working days after receipt of the appeal.
- STEP 4. Any appeal from the decision in Step 3 must be presented in writing by the employee or the Unit representative to the Bureau of Labor Relations, Office of Administration within ten working days after receipt of the Step 3 decision. The party submitting the appeal shall attach copies of the written decision in each of the preceding steps. The Bureau of Labor Relations, Office of Administration shall issue a written decision to the employee or the Unit within ten working days after receipt of the appeal, which decision shall be final and binding except for grievances involving a suspension, demotion or discharge.
- STEP 5. An appeal from an unfavorable decision at Step 4 in the case of a suspension, demotion, or discharge may be initiated by the Unit serving upon the Bureau of Labor Relations, Office of Administration a notice of its intent to proceed to arbitration within ten working days after receipt of the Step 4 decision. The notice shall identify the employee involved, contain a copy of the grievance and specify the pertinent provisions of this Memorandum.

The arbitrator is to be selected by the parties jointly within ten working days after the notice has been given. If the parties fail to agree on an arbitrator, either party may request the Bureau of Mediation to submit a list of seven possible arbitrators.

The parties shall, within ten working days of the receipt of said list, meet 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.

The arbitrator shall consider each case on its merits and his/her authority shall be limited to a determination of whether there was just cause for the suspension, demotion, or termination and whether such disciplinary action was excessive. Decisions rendered in Steps 1 through 3 of the grievance procedure in any other matter shall not be used as a precedent.

The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall be requested to issue his/her decision within 30 days after the hearing or receipt of the transcript of the hearing.

All of the time limits contained in this Section may be extended by mutual agreement.

All fees and expenses of the arbitrator shall be divided equally between the parties except where one of the parties of this Memorandum 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. An employee shall be permitted to have a representative of the Unit present at each step of the grievance procedure up to and including Step 4.

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

Aggrieved employees shall be granted reasonable time during working hours, if required, to process grievances in accordance with this Recommendation without loss of pay or leave time. Unit representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises if prior notification is given to the human resource officer or his/her designated representative. If the Unit representative is an employee of the Employer, he/she shall request from his/her designated supervisor reasonable time off from his/her regular duties to handle such grievances. Such requests will not be unreasonably denied.

At the request of either party, a meeting will be held to discuss a grievance at any step.

The Employer agrees to notify the Unit whenever it receives a grievance from any employee and to furnish the Unit with a copy of each written decision.

Section 4. The Association will obtain a grievance number prior to filing grievances to the first step.

RECOMMENDATION NO. 14 GENERAL PROVISIONS

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

Section 2. The Employer agrees to provide space on bulletin boards to the Unit for the announcement of meetings, election of officers of the Unit and any other material related to Unit business. Furthermore, the Unit shall not post material detrimental to the labor-management relationship nor of a political or controversial nature. The Unit may send mail related to Unit business to local official representatives at appropriate facilities to which mail is delivered.

Section 3. Unit members or representatives may be permitted to use suitable facilities on the Employer's premises to conduct Unit business during non-work hours upon obtaining permission from the Employer's human resource officer or designated representative. Any additional costs involved in such use must be paid for by the Unit. The Employer will provide a reasonable number of employees with time off, without loss of pay, if required, to attend meet-and-discuss meetings.

Section 4. a. An employee subject to an involuntary transfer shall receive notice thirty (30) calendar days prior to the effective date of such transfer. Such employees shall be allowed up to thirty (30) days in travel status in his/her new location to provide adequate time for locating new living quarters and to move to the new location. If required by unusual local conditions and approved in advance by the Employer, an employee may be granted up to an additional thirty (30) days in travel status for this purpose. Only that portion of the allowance actually required will be granted.

b. When the Employer deems it necessary to fill a permanent vacancy in this unit, it shall be filled in the following manner:

- (1) The Employer will post notice of the initial vacancy in each District office indicating the location and classification of the vacancy. Each vacancy announcement will indicate a closing date for applications for that particular transfer cycle.
- (2) Individuals desiring to transfer to the posted vacancy or resulting vacancies shall notify the Employer in writing indicating a single district office into which they desire to transfer.

- (3) Prior to filling a vacancy, the Employer will review all transfer requests for that office, and the most senior employee who, in the Employer's judgement, possesses the requisite skill and ability will be transferred into the vacancy. In the event the selection of the most senior qualified employee would result in the remaining employees at his/her location not having the requisite skill and ability to provide the public service without delay or interruption, the next most senior qualified employee shall be transferred into the vacancy, subject to the provisions of this Section.
- (4) When no qualified employee has indicated a preference for a vacancy the Employer intends to fill and the Employer deems it necessary to fill the vacancy by transfer from another district, the Employer will select the district from which the transfer will be made. From that district, the least senior employee who, in the Employer's judgment, has the requisite skill and ability to perform the job without additional training, will be transferred. In the event the selection of the least senior qualified employee for transfer would result in the remaining employees not having the requisite skill and ability to provide the public service without delay or interruption, the next least senior qualified employee will be selected for transfer, subject to the provisions of this Section.
- (5) The above provisions shall not apply to temporary transfers of six months or less, which shall be made at the discretion of the Employer.
- (6) The Employer will not be required to consider the transfer request of any employee to fill a permanent vacancy unless one year of service has elapsed since the completion of the employee's last transfer.
- (7) An employee who submits to his/her supervisor a written request for transfer shall receive a response to that request within three (3) weeks. If the request for transfer is denied, the employee will be advised of the reason(s) for denial.

c. The Employer retains the right to transfer an employee who is unable to fully perform the assigned duties of their position.

Section 5. 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 6. Employees shall be eligible for unemployment compensation benefits as provided by law.

- Section 7. a. An employee in overnight travel status or in travel status on a scheduled day off, or who works past his scheduled quitting time while at his/her headquarters will be reimbursed for subsistence in accordance with the Commonwealth's existing Travel Expense Regulations M.D. 230.10.
- b. An employee in non-overnight travel status on a scheduled workday will be reimbursed for subsistence up to the amount set forth in the Commonwealth's existing Travel Expense Regulations. Eligibility for reimbursement will be determined in accordance with the following criteria:
- (1) An employee must work a minimum of ten (10) consecutive hours in a single calendar day or a minimum of ten (10) consecutive hours in a period beginning in one calendar day and including those consecutive hours worked immediately after midnight into the second calendar day.
 - (2) There will be no duplication of hours and a maximum of one subsistence allowance will be allowed in any one calendar day. This allowance will be granted irrespective of the geographical location of the officer while he/she is performing his/her work.

Section 8. The Employer shall grant two (2) days of leave per calendar year for each union representative, for a maximum of four (4) representatives and a total of eight (8) days. Within 30 days after the effective date of this Memorandum, the Unit shall submit in writing to the Employer the names of the four employees who shall be entitled to use the aforementioned leave.

Section 9. Employee benefits and working conditions now existing and not in conflict with the Memorandum 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.

Section 10. Travel expenses shall be paid in accordance with the Commonwealth's existing Travel Expense Regulations.

Section 11. The Employer agrees to notify the Unit of any contemplated changes in policy which affect wages, hours or terms and conditions of employment prior to the implementation of such changes and to meet and discuss with the Unit concerning such changes upon request.

Section 12. Employees within the Unit will have the right, upon request, to review the contents of their personnel files, excepting therefrom any letters of recommendation dealing with the hiring of the employee. Such review will take place in the human resource office where the file is located at reasonable times and upon reasonable notice. No material may be removed or altered during this review; however, the employee may copy portions of the file in order to

prepare for any arbitration hearing or other litigation. The employee shall have the right to submit a statement concerning any material in his/her file. Such statement shall become a part of his/her personnel file.

Section 13. Employees will be permitted to engage in outside employment under the appropriate circumstances in accordance with the Governor's Code of Conduct and agency policy.

Section 14. a. The Commonwealth shall provide each employee who has served honorably and retires under one of the following conditions his/her badge and Retirement ID Card at no cost:

- (1) Superannuation retirement (age 50)
- (2) Retirement with 25 years of service
- (3) Service-connected disability retirement

b. An employee who, at the time of retirement, has been found guilty of criminal charges or who is the subject of an investigation by the Bureau of Integrity and Professional Standards (BIPS) shall be excluded from the provisions set forth in Subsection a. above. If the results of the BIPS investigation determine the allegations to be unfounded or not-sustained, the employee's badge and Retirement ID Card will be released.

Section 15. The policies and procedures relating to the Employer's Corporate Card Program shall apply to employees in this unit.

Section 16. Employees in the Pennsylvania State Police in the classification of Enforcement Officer 3 will receive an annual uniform allowance of \$150.00 payable as soon as possible after September 30 of each year. If an employee has been in an active pay status for an aggregate of fewer than 200 working days during the preceding memorandum year, the allowance will be prorated.

Section 17. Employees whose office location is not owned or leased by the Commonwealth shall be paid \$55.00 per month, which will compensate the employee for the cost of providing office space.

RECOMMENDATION NO. 15 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 AFSCME 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 Memorandum 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 amount indicated below on behalf of each permanent full-time employee eligible for benefits and covered by this Memorandum 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, 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 rate.

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 bi-monthly 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 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 memorandum of understanding.

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 under 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 7 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 Recommendation.

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 who are expected to be in active pay status at least 50% of the time every pay period 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 Recommendation 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 Memorandum, 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 Recommendation.

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 3a..

(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 3a..

(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 Recommendation. 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 Recommendation 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 Recommendation will be made on a pre-tax basis.

Section 4. a. Permanent employees who are granted sick leave without pay (Recommendation 9), parental leave without pay (Recommendation 23) or family care leave without pay (Recommendation 24) may continue to receive benefits as determined and extended by the Fund for up to six months. Permanent employees 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 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 for the period of time for which they are entitled to benefits under Subsection 4.a. and 50% contributions for permanent part-time employees 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 memorandum for employees who retire on or after July 1, 2011 shall be three percent (3%) 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 percent (3%) will be reduced to one-and-one-half percent (1.5%) 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 required retiree contribution rates, for annuitants who retire under (1), (2), (3), (4) or (5) 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 retire 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 re-employment. 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 Retired Employees Health Program 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 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. 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.

RECOMMENDATION NO. 16 LIFE INSURANCE

Section 1. The Employer shall continue to assume the entire cost of the insurance coverage for eligible employees as set forth in the currently existing life insurance plan as modified by Section 2. 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 amount previously in effect and at age 75 to 50% of that coverage amount previously in effect.

Section 2. 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 remain on sick, parental, or family care leave without pay for longer than six (6) months may remain in the program for an additional six-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 12 months until the paid leave is exhausted. Those permanent employees who are granted leave without pay for any reason other than sickness, parental, family care or injury leave and individuals placed on suspension for longer than one full pay period may remain in the program for up to one year by paying the entire premium.

Section 3. The Employer shall 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. Any monies payable under the provisions of Section 3 of this Recommendation or under Act 101 of 1976 shall reduce by an equivalent amount the monies payable under any other accidental death and dismemberment policy wholly paid by the Employer.

RECOMMENDATION NO. 17 CLASSIFICATION

Section 1. The position classification plan consists of a schedule of class titles with class specifications for each class which define and describe representative duties and responsibilities and sets forth the minimum requirements and qualifications essential to the performance of the work of the class.

If an employee considers his/her position to be improperly classified, the employee may process an appeal for a reallocation of his/her position through the Expedited Classification Grievance Procedure as follows:

STEP 1: The Employee or the Association will present the grievance to the agency Human Resource Director or his or her designee. The Employee or the Association will also provide an informational copy of the grievance to their institutional, regional or district Human Resources Office where applicable. The Employee or the Association 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 Association 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.

The decision of the Office of Administration shall be final, binding and determinative of the issue.

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.

Section 2. The Unit 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.

An employee who is assigned to perform, in general, the duties and responsibilities of a higher rated classification for a period of any five (5) full cumulative days in a calendar quarter will be considered temporarily reassigned. The employee will be paid, retroactive to the beginning of the reassignment, for each full day worked in the reassigned period. This amount will be four and one-half percent above the employee's current rate of pay or the starting rate of the pay range for the higher class, whichever is greater. Once the requirement for the five full cumulative day threshold has been met, payment will be included in the biweekly paycheck. An employee who is absent for any paid leave days while reassigned will not be paid at the higher rate for such absence. Upon completion of the temporary assignment, the employee will be returned to his/her former position and pay, including all increments and service credits to which the employee would have been entitled had he/she remained in his/her former position.

Grievances arising from the provisions of this Section shall be submitted in writing and the employee shall attempt to include the dates on which the alleged out of class work occurred and a description of the alleged higher level work performed.

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.

Section 3. The Employer shall notify the Unit of class specification and pay scale group revisions to classes presently included within this unit as well as class specifications and pay scale groups of proposed classes that the Employer may reasonably anticipate will be placed in this unit prior to the submission of these changes to the Executive Board of the Commonwealth. The Unit will submit acknowledgement of the receipt of the proposed changes and its comments, in writing, to the Employer within 15 working days of receipt of the notification. If written comments are not received from the Unit within 15 working days, the Employer will contact the Unit, by telephone, before submitting the proposals to the Executive Board. Reasonable written requests by the Unit for time extensions will be granted.

RECOMMENDATION NO. 18 CIVIL LEAVE

Section 1. Permanent employees who have not volunteered for jury duty and are called for jury duty or are not a party in a civil or criminal court proceeding but are subpoenaed as a witness to attend such a court proceeding, shall be granted leaves with pay while attending court. 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. Any fees or compensation received by an employee for service as a juror or witness shall be submitted to the Employer.

Section 2. Permanent employees who are parties in administrative hearings before a Workers' Compensation Judge or Workers' Compensation Appeal Board shall be granted leave with pay while attending such hearing. Permanent employees who are subpoenaed as witnesses in the following administrative hearings shall be granted leave with pay while attending such hearings: Unemployment Compensation Board of Review Referee, Workers' Compensation Judge, Worker's Compensation Appeal Board, State Civil Service Commission, and Pennsylvania Human Relations Commission.

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 Recommendation is intended to mean only the following courts: Minor Judiciary Court, Courts of Common Pleas, Commonwealth Court and the United States District Court.

RECOMMENDATION NO. 19 MILITARY LEAVE

Employees shall be eligible for military leave as provided by Title 38, U.S. Code, Act 174 and the Commonwealth's Personnel Rules, including amendments.

RECOMMENDATION NO. 20 SENIORITY

Section 1. a. Layoffs or furloughs of employees in each Agency shall be made in the inverse order of seniority within the unit. Seniority for purposes of layoffs or furloughs shall be determined to be the length of continuous service (as defined in Section 3) within the Unit.

b. Seniority for vacation selection and transfers in this Memorandum of Understanding shall be defined as length of service in the unit. In the case of a tie, total combined length of service in the K-5 and K-4 Unit shall apply. If a tie still exists, total Commonwealth service shall be utilized. Any remaining tie will be determined by lot.

Section 2. Seniority credit for each employee is maintained as a total number of days. Employees will accrue seniority in accordance with the following procedure: The number of regular hours paid each biweekly period plus the number of hours of military leave without pay; leave without pay for union business in accordance with Recommendation 9, Section 3; sick leave without pay in accordance with Recommendation 9, Section 4 & 5; parental leave without pay in accordance with Recommendation 23; and family care leave without pay in accordance with Recommendation 24 will be accumulated. This total number of hours will be divided by eight (8) and rounded up to the next higher day. The result will be added to the employee's accumulated total.

Section 3. The following shall constitute a break in service: resignation, separation for just cause, retirement, absence without leave for five (5) consecutive working days, failure to report within ten (10) consecutive working 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 seniority. If an employee is returned within one (1) 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.

Employees who are furloughed 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 4. If all affected employees within a class are not regular status members of the classified service, all emergency employees will be separated before any temporary employees, all temporary employees will be separated before any provisional employees, and all provisional employees will be separated before any probationary employees or any regular status members of the classified service.

Section 5. The Employer shall establish a preference list for those persons who have been furloughed or laid off under the provisions of this Recommendation in the inverse order of such layoff or furlough. This list shall remain in effect for a period of one (1) year and shall be used in the order of seniority to fill vacancies within a classification from which the persons on the preference list may have been furloughed or laid off. In the event a person refuses an offer of a position under this Section, he/she shall be dropped from the list. During the period that employees are on a recall list, they shall keep the Employer informed of any changes in address. The Employer shall not be liable if an employee is not offered recall because of a failure to notify the Employer of a change of address. Changes in address shall be transmitted to the appropriate Agency Human Resource Director. A furloughed employee who applies for and receives retirement benefits from the State Employees' Retirement Board shall forfeit all recall rights as of the date of the approval of benefits by the State Employees' Retirement Board.

Section 6. 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 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. Failure to provide the required proof of service during the time period shall bar the employee or union from claiming credit for such service at a later date.

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

RECOMMENDATION NO. 21 WORK-RELATED INJURIES

Section 1. An employee who sustains a work-related injury, during the period of this Memorandum, 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, social security and retirement contributions. One full day of accumulated leave (8 hours) 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 twelve (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 11 may apply.

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 Recommendation 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 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 Recommendations 15 and 16 will continue for the period of time that the employee is on leave under Sections 1 and 11.

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 Recommendation 20, 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 Section 11, 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 Recommendation 20, 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 officer, if eligible, to apply for disability retirement.

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 Memorandum, 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 Recommendations 7, 8 and 10. 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 1 through 9 and Section 11 of this Recommendation 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 11. 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 12. It is understood by both parties that the provisions of this Recommendation are consistent with the Family and Medical Leave Act of 1993, 29 USC Sections 2601 et seq. and that leave granted in accordance with Sections 1 and 11 shall be designated as leave under the provisions of the Act.

Section 13. It is understood by both parties that the provisions of this Recommendation are consistent with the Americans with Disabilities Act, and the Pennsylvania Human Relations Act, 43 P.S. Sections 951 et seq.

RECOMMENDATION NO. 22 MISCELLANEOUS PROVISIONS

Section 1. The above Recommendations are subject to the approval of the appropriate Board or Commission or the enactment of implementing legislation by the Legislature of the Commonwealth of Pennsylvania. It is understood that this Memorandum and Recommendations contained herein, whether or not implemented in whole or in part, do not and shall not constitute a collective bargaining agreement or contract binding on the parties.

Section 2. The Commonwealth and the Association agree to treat smokeless tobacco and electronic smoking devices in the same manner in which other tobacco usage at the worksite is treated.

Section 3. The Employer shall revise departmental policies on drug and alcohol testing to include employees of this unit.

Section 4. The Department's Uniforms and Personal Appearance Policy will apply to this unit's members with the exception of the "Beards and Mustaches" section. Employees of this unit will be permitted to have beards and/or mustaches with the following stipulations:

- a. If an employee chooses to have a mustache, the mustache may not extend beyond the edges of the mouth and will not fall below the upper lip.
- b. If an employee chooses to have a beard, it must be closely cropped, no longer than one-half (1/2) inch in length.

It is understood that the District Office Commander has ultimate discretion and enforcement authority for this policy.

RECOMMENDATION NO. 23 PARENTAL LEAVE

Section 1. General

a. After completing one year of service, all permanent employees of the Employer 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. 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, whether taken intermittently, on a reduced-time basis, or continuously, subsequent leaves in the leave year shall not be approved for periods less than two consecutive weeks.

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 Recommendation 9, Section 4.a. and family care leave without pay used under Recommendation 24, Section 1. Leave used under these Recommendations 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, Recommendation 9, Section 4.a., and/or Recommendation 24, Section 1, 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.

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 Recommendation 15, Section 3.

Section 2. Granting Leave

a. An employee 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 leaves 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 of placement of a foster child.

b. In no case shall an employee be required to leave prior to parental leave unless he/she can no longer satisfactorily perform the duties of her position.

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

Section 3. Re-employment

During the first six months of absence under Section 1.a. of this Recommendation, every employee has the right to return to the same position in the same classification held before going on parental leave, or if that position no longer exists, to an equivalent position with regard to pay and skill.

During any extension period, under Section 1.d. of this Recommendation, 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 the employee refuses an offer of a position in the same classification, the employee's rights under this Section shall terminate.

Section 4. Seniority Rights

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

Section 5. 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. 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 5.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 an employee 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 Recommendation 8; such use will not be counted against the six month entitlement to leave without pay with benefits.

Section 6. Benefits

State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Recommendations 15 and 16 will continue for the period of time the employee is on parental leave without pay with benefits under Section 1.a. of this Recommendation.

Section 7. Guidelines

Guidelines established by the Secretary of Administration regarding parental leave are published through the Directives Management System (Reference Management Directive 530.2). Guidelines regarding state-paid benefits while on parental leave are published through the Directives Management System (Reference Management Directive 530.4).

Section 8. It is understood by both parties that the provisions of this Recommendation 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 USC, Sections 2601, et seq.

RECOMMENDATION NO. 24 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. 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.

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 Recommendation 9, Section 4.a., and parental leave without pay used under Recommendation 23, Section 1.a. Leave used under these Recommendations 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, Recommendation 9, Section 4.a., and/or Recommendation 23, Section 1.a., 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.

The continuation of benefits under this Section is subject to the employee's payment of any required employee contribution under Recommendation 15, Section 3.

Section 2. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Recommendations 15 and 16 will continue for the period of time the employee is on family care leave without pay with benefits under Section 1 of this Recommendation.

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 paid sick 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 Recommendation 8, 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 Recommendation 8; such use will not be counted against the six month entitlement to leave without pay with benefits.

Section 5. 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 Recommendation. After commencing the extension period under Section 3 of this Recommendation and upon 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 the employee refuses an offer of a position in the same classification, the employee's rights under this Section shall terminate.

Section 6. For the purpose of this Recommendation, parent shall be defined as the biological 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 Recommendation, 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 7. It is understood by both parties that the provisions of this Recommendation are consistent with the Family and Medical Leave Act of 1993, 29 USC Sections 2601, et seq.

Section 8. For the purpose of this Recommendation, domestic partner shall be defined as a same sex domestic partner who meets the eligibility criteria established by the Commonwealth.

RECOMMENDATION NO. 25 FAIR SHARE DEDUCTION

Section 1. The Employer agrees to deduct a fair share fee biweekly from all employees in the first level supervisory unit. Authorization to deduct fair share fees shall not be required. The amounts to be deducted shall be certified to the Employer by the Unit, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Unit by the last day of the succeeding month, after such deductions are made.

Section 2. 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 Section 1 above, deduct fair share fees that are due and owing for the period for which the employee receives back pay.

Section 3. Fair share fee deductions will be resumed for employees upon their return from a leave of absence without pay or recall from furlough.

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

RECOMMENDATION 26 PRESERVATION OF SUPERVISORY UNIT WORK

Section 1. The Employer may contract out such work as it deems necessary, provided the reasons are not arbitrary or capricious, nor in conflict with existing statutes, rules or regulations.

Section 2. In those cases where the Employer is considering entering into a new contract or renewing or modifying an existing contract which may have or which has had an adverse impact on supervisory unit jobs, the Employer shall provide the Unit with as much advance notice as possible. Prior to executing any such new contract or renewal or modification of an existing contract as described above, the Employer, upon request of the Unit, agrees to meet and discuss with the Unit concerning the reasons for such contract and concerning the impact on the supervisory unit of the proposed contract or renewal or modification of an existing contract. In the event an agreement is not reached as a result of meet and discuss under this Recommendation, the Employer shall be free to execute the proposed contract or to renew or modify an existing contract.

Section 3. This Memorandum will not be construed so as to prevent managerial, other non-Memorandum supervisory unit state employees, or other bargaining unit state employees from performing Memorandum supervisory unit work consistent with operational and organizational requirements.

Section 4. The Employer and the Unit acknowledge the above represents the results of meet and discuss conducted under and in accordance with the Public Employee Relations Act and constitutes the full and complete understanding regarding the issues of contracting out supervisory unit work.

RECOMMENDATION 27 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 Recommendation 8, 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 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 (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 (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 Recommendation 8, Section 6.

Section 4. The provisions of this Recommendation are not grievable under Recommendation 13 of this Memorandum.

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


Section 6. Notwithstanding the requirement in Sections 1 and 3 of this Recommendation 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.

EFFECTIVE PERIOD


The Recommendations shall be effective for the period commencing July 1, 2015, except as otherwise provided herein, and ending 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 Employees Relations Act.

This Memorandum is executed by the parties hereto on this 14 day of Sept. 2015.

Commonwealth of Pennsylvania


Sharon P. Minnich
Secretary
Office of Administration

Pennsylvania State Police
Enforcement Officers 3
Meet and Discuss


Todd M. Merlina
Chief Spokesperson
Association of Liquor Enforcement
Supervisors

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

PAY SCALE LEVEL	PAY SCALE GROUP ST04
Hourly	16.02
1 Biweekly	1,281.60
Annual*	33,424

PAY SCALE LEVEL	PAY SCALE GROUP ST06
Hourly	20.47
1 Biweekly	1,637.60
Annual*	42,709
Hourly	20.91
2 Biweekly	1,672.80
Annual*	43,627
Hourly	21.35
3 Biweekly	1,708.00
Annual*	44,545
Hourly	21.86
4 Biweekly	1,748.80
Annual*	45,609
Hourly	22.36
5 Biweekly	1,788.80
Annual*	46,652
Hourly	22.83
6 Biweekly	1,826.40
Annual*	47,633
Hourly	23.36
7 Biweekly	1,868.80
Annual*	48,738
Hourly	23.90
8 Biweekly	1,912.00
Annual*	49,865
Hourly	24.41
9 Biweekly	1,952.80
Annual*	50,929
Hourly	24.95
10 Biweekly	1,996.00
Annual*	52,056

PAY SCALE LEVEL	PAY SCALE GROUP ST06
Hourly	25.51
11 Biweekly	2,040.80
Annual*	53,224
Hourly	26.10
12 Biweekly	2,088.00
Annual*	54,455
Hourly	26.68
13 Biweekly	2,134.40
Annual*	55,665
Hourly	27.24
14 Biweekly	2,179.20
Annual*	56,834
Hourly	27.89
15 Biweekly	2,231.20
Annual*	58,190
Hourly	28.52
16 Biweekly	2,281.60
Annual*	59,504
Hourly	29.13
17 Biweekly	2,330.40
Annual*	60,777
Hourly	29.79
18 Biweekly	2,383.20
Annual*	62,154
Hourly	30.46
19 Biweekly	2,436.80
Annual*	63,552
Hourly	31.11
20 Biweekly	2,488.80
Annual*	64,908

* 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

LAW ENFORCEMENT, LIQUOR CONTROL LAWS UNIT

FIRST-LEVEL SUPERVISORY

<u>Class Code</u>	<u>Class Title</u>
70530	Enforcement Officer 3



December 19, 2014

Michael J. Dever, President
Association of Liquor Enforcement Supervisors
4719 Ashville Street
Philadelphia, PA 19136

RE: Alternative Discipline Program

Dear Mr. Dever:

As agreed between the parties and in accordance with the provisions of Recommendation 12 of the memorandum of understanding, an Alternative Discipline Program will be implemented for employees in the Enforcement Officer 3 Unit (K5) represented by the Association. It is understood that the tenets of Recommendation 12, Section 1 regarding just cause will continue to apply. Appeal procedures will not be affected by the Alternative Discipline Program.

The Alternative Discipline Program will be applied only to disciplinary actions which would normally arise from situations involving time and attendance infractions, work performance problems, or an employee's failure to pay his/her Corporate Card bill. The following guidelines will be used in determining the areas of applicability:

1. Time and attendance: habitual or patterned problems with absenteeism, lateness, or repeated emergency absences.
2. Work performance: "overall" unsatisfactory performance as annotated on the employee's performance evaluation, or instances of unsatisfactory work performance on a specific work product or work project.
3. Corporate Card: failure to pay a Corporate Card bill after an employee has been reimbursed for eligible expenses charged to the card.

The Alternative Discipline Program will differ from the traditional progressive disciplinary steps by replacing suspensions without pay with the following:

1. **Level 1 Letter:** Signed by the Agency Head or designee, this letter will identify the employee's alleged misconduct, alert the employee that continuation of this problem will result in more severe disciplinary action, and identify the employee's appeal rights. The Employer will notify the Association when a Level 1 letter is issued to a bargaining unit member in accordance with Recommendation 12, Section 1.

A Level 1 letter will clearly state that this action is in lieu of the traditional suspension without pay but has the effect of such a suspension.

2. **Level 2 Letter:** This letter, signed by the Agency Head or designee, will identify the employee's alleged misconduct, alert the employee that this is his/her final notice and that failure to correct this problem will result in termination, and identify the employee's appeal rights. The Employer will notify the Association when a Level 2 letter is issued to a bargaining unit member in accordance with Recommendation 12, Section 1.

A Level 2 letter will clearly state that this action is in lieu of the traditional suspension without pay but has the effect of such a suspension.

The parties also recognize that special or unusual situations could develop which do not readily lend themselves to the Alternative Discipline Program. These situations could include, among others, occasions where the circumstances of alleged conduct are such as to require the employee's immediate removal from the workplace and situations where an employee is suspended without pay pending investigation of suspected misconduct. Consequently, if the Commonwealth deems circumstances warrant it, a traditional suspension without pay or other appropriate discipline could be imposed in lieu of the Level 1 or Level 2 letters after appropriate notification is given to the Association.

The parties intend for this side letter of agreement to be incorporated into the memorandum of understanding as an appendix.

If you agree to the above, please sign below and return a copy of this letter to the Bureau of Labor Relations.

Sincerely,



John P. Gasdaska, Director
Bureau of Labor Relations

 12/26/14
Michael J. Dever, President Date

cc: Secretary Kelly Powell Logan, OA
James Honchar, Deputy Secretary for Human Resources & Management, OA
Commissioner Frank Noonan, PSP
Kim Studenroth, Director, Bureau of Human Resources, PSP