

MEMORANDUM
OF
UNDERSTANDING for the PENNSYLVANIA
CONSERVATION CORPS *REGIONAL* CREW LEADERS

BETWEEN

COMMONWEALTH OF PENNSYLVANIA

AND

COUNCIL 13, AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

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RECOMMENDATION 1
RECOGNITION

Council 13 of the American Federation of State, County, and Municipal Employees, AFL-CIO, is recognized as the exclusive representative for collective bargaining purposes for employees included under the following certification of the Pennsylvania Labor Relations Board: PERA-U-08-112-E – PA Conservation Corp. Regional Crew Leaders.

RECOMMENDATION 2
MANAGEMENT RIGHTS

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

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

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

RECOMMENDATION 3
UNION SECURITY

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

a. The employee shall send a certified letter, return receipt requested, of resignation to the headquarters of Council 13, AFSCME, AFL-CIO and a copy of the letter to the employee's agency. The official membership card, if available, shall accompany the letter of resignation.

b. The letter shall be postmarked during the 15 day period prior to the expiration date of this Memorandum and shall state that the employee is resigning membership in the Union and where applicable is revoking check-off authorization.

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

Section 3. The Employer shall furnish each new employee with a copy of this Memorandum together with an authorization for dues payroll deduction, provided the Union has furnished the Employer with sufficient copies of the Memorandum containing the authorization for dues deduction.

RECOMMENDATION 4 **DUES DEDUCTION**

Section 1. The Employer shall deduct the Union biweekly membership dues and an annual assessment, if any, from the pay of those employees who individually request in writing that such deductions be made. The rate at which dues are to be deducted and the amount of the annual assessment shall be certified to the Employer by the Union, and the Employer shall deduct Union dues at this rate from members' regular biweekly salary and wages (including retroactive salary/wage payments and lump sum payments made pursuant to Recommendation 14, Salaries and Wages, except as provided in Recommendation 14, Section 5). The aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made. This authorization shall be irrevocable by the employee during the term of this Memorandum. When revoked by the employee in accordance with Recommendation 3, the agency shall halt the check-off of dues effective the first full pay period following the expiration of this Memorandum.

Section 2. The Employer further agrees to deduct a fair share fee biweekly from all employees in the bargaining unit who are not members of the Union.

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

Section 3. The employee's written authorization for dues payroll deductions shall contain the employee's name, social security number, agency in which employed, work location (institution, district, bureau, etc.), Union name and local number.

Section 4. Where an employee has been suspended, furloughed or discharged and subsequently returned to work, with full or partial back pay, or has been reclassified retroactively, the Employer shall, in the manner outlined in Sections 1 and 2 above, deduct the Union membership dues and fair share fees that are due and owing for the period for which the employee receives back pay.

Section 5. The dues deduction and fair share fee provisions of this Recommendation shall continue to pertain and be complied with by the Employer with regard to those employees who are promoted into or demoted from a unit of first level supervisors represented by the Union or when any employee is transferred from one position to another position covered by this Memorandum. Dues deductions and fair share fee deductions will be resumed for employees upon their return from leave of absence without pay or recall from furlough.

Section 6. The Employer shall provide the Union, on a quarterly basis, a list of all employees in the bargaining units represented by the Union. This list shall contain the employee's name, social security number, address, agency in which employed, class code, work location (institution, district, bureau, etc.) and whether the employee is a member or non-member.

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

RECOMMENDATION 5 **CREDIT UNION**

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

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

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

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

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

RECOMMENDATION 6 **HOURS OF WORK**

Section 1. The work week shall consist of five consecutive work days Monday through Friday unless an emergency requires an alternative schedule or special event/activity related to the project as directed by the project sponsor or PCC staff. Reasonable notice will be provided in such situations that necessitate a schedule change.

Section 2. The work day shall consist of the calendar day.

Section 3. The normal work shift shall consist of 8 work hours based on the program sponsor's schedule. An alternative schedule may be established by the Employer with reasonable advance notice.

Section 4. The regular hours of work for any shift shall be consecutive except that they may be

interrupted by a meal period.

Section 5. The parties agree that the issue of alternate schedules, schedules providing for flextime will be discussed at the state level.

Section 6. During the week after the Thanksgiving holiday (except for Corpsmembers covered by the Child Labor Laws, who are limited to an eight-hour shift), all crews will work from Tuesday through Friday 10 hours each day.

RECOMMENDATION 7 **REST PERIODS**

Section 1. An employee shall be permitted a fifteen-minute paid rest period during each one-half work shift provided the employee works a minimum of three hours in that one-half shift. Whenever practical, the employee shall be permitted to take the rest period at the middle of such one-half shift. Where rest periods are scheduled, the Employer shall be able to vary the scheduling of such period when, in its opinion, the demands of work require such variance.

Section 2. Employees who work, without interruption, beyond their regular shift for at least one hour shall receive a fifteen-minute paid rest period and shall thereafter receive a fifteen-minute paid rest period for each additional two hours of such work unless at the end of such two hour period the employee's work is completed or unless the employee takes a meal period during or at the end of the two hour period.

RECOMMENDATION 8 **MEAL PERIODS**

Section 1. All employees shall be granted a meal period, which period shall fall within the third to fifth hours of their work shift unless otherwise approved by the Employer or unless emergencies require a variance.

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

b. If employees are required to work on a holiday or other scheduled day off and work more than 10 hours (for 8 hour employees) on such day and have not had notice of such work assignment at least two hours before they commenced their work on that date, the Employer shall furnish a meal or compensate the employee for a meal as provided for in a. above.

RECOMMENDATION 9
HOLIDAYS

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

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. Presidents' Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans' Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Day

Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday for those employees on a normal Monday through Friday work week. For other than these employees, the holiday shall be deemed to fall on the day on which the holiday occurs.

Section 2. When an employee's work shift overlaps the calendar day, the first shift of the employee in which 50% or more of the time occurs on the applicable holiday shall be considered in the holiday period and the holiday period shall end 24 hours after the commencement of that shift.

Section 3. Employees on a Monday through Friday work week shall be paid for any holiday listed in Section 1 of this Recommendation, provided the employee was in an active pay status on the last half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately subsequent thereto.

If a holiday is observed while an employee is on sick or annual leave status, the employee will receive holiday pay and the day will not be charged against sick or annual leave credits.

RECOMMENDATION 10
ANNUAL AND SICK LEAVE

Section 1. Employees shall be eligible for five (5) paid vacation days and five (5) paid sick days once they have completed 2080 hours of service. In the case of re-hired crewleaders, previous hours of service will count toward the 2080 hours requirement, Corpsmember time will not count.

The leave year will begin on July 1 and end on June 30. Eligible employees will earn twenty (20) hours of annual leave and twenty (20) hours of sick leave each six months as follows:

	<u>Annual</u>	<u>Sick</u>
1 st period: July 1 to Dec. 31	20 hrs.	20 hrs.

2nd period: Jan. 1 to June 30

20 hrs.
40 hrs.

20 hrs.
40 hrs.

Employees must work at least one day in a period to earn leave for that period.

Section 2. Annual leave and sick leave pay shall be the employee's regular straight time rate of pay in effect for the employee's regular classification.

Section 3. Vacations shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest bargaining unit seniority shall be given a choice of vacation periods in the event of any conflict in selection.

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

Section 5. Employees who become ill during their vacation will not be charged annual leave for the period of illness provided satisfactory proof of such illness is furnished to the Employer upon return to work.

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

Section 7. If an employee is required to return to work after commencement of a prescheduled vacation, the employee shall be compensated at one and one-half times the employee's regular hourly rate of pay for all hours required to work on the prescheduled vacation day or days. The employee shall be permitted to reschedule such vacation day or days in accordance with Section 3.

Section 8. Employees may use up to five days of sick leave for the death of a spouse, parent, step-parent, child, or step-child and up to three days of such leave may be used for the death of a brother, sister, grandparent, step-grandparent, grandchild, step-grandchild, son- or daughter-in-law, brother- or sister-in-law, parent-in-law, grandparent-in-law, aunt, uncle, foster child, step-sister, step-brother, or any relative residing in the employee's household.

Section 9. Where sickness in the immediate family requires the employee's absence from work, employees may use not more than five days of such sick leave entitlement in each year for that purpose. Immediate family for the purpose of this section is defined as: husband, wife, child, step-child, foster child, parent, brother or sister of the employee.

Section 10. When an employee dies as the result of a work-related accident, 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 to 90 days. Such payments shall not be made for part days of accumulated sick leave.

Section 11. Employees may carry up to 20 hours of unused annual leave, and up to 20 hours of unused sick leave, from the first period into the second period. Employees may also carry up to 20 hours of unused annual leave and up to 20 hours of unused sick leave, from the second period of one year into the first period of the next year. Leave carried over from the second period of one year into the first period of the next year must be used by December 31 or it will be forfeited.

- a. Employees must earn leave before using it. Leave anticipation will not be allowed.
- b. Leave must be used in increments of one-quarter hour or greater.

Section 12. All time that an employee is absent from work shall be appropriately charged.

Section 13. All requests for leave must be submitted in writing to the employee's immediate supervisor and shall be answered in writing. Requests for emergency type leaves shall be answered before the end of the shift on which the request is made.

RECOMMENDATION 11 **MILITARY LEAVE**

Section 1. Employees who are members of a military reserve unit or the Pennsylvania National Guard are entitled to 15 days of paid military leave with compensation for military training or other military duty.

Section 2. General

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

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

Section 3. Granting, Duration and Expiration

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

- (1) For all active duty (including full-time National Guard duty)
- (2) For initial active duty for training
- (3) For other active or inactive military training duty. Employees who volunteer for additional duty not required as part of routine reserve training shall provide four weeks' notice to their immediate supervisor prior to the commencement of such duty.

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

c. Military leave without pay shall expire:

- (1) For periods of more than 180 days, no more than 90 days after the completion of the service.
- (2) For periods of service of more than 30 days but less than 181 days, no more than 14 days after the completion of the service.
- (3) For periods of service that were less than 31 days, the first full regularly scheduled work period following the period of service or up to eight hours after an opportunity to return from the place of service to the employee's home.
- (4) For periods of hospitalization or convalescence from illness or injury incurred during the period of service, up to two years after the period of service or when recovered, whichever occurs sooner.
- (5) For circumstances beyond an employee's control, the above periods may be extended upon demonstration of such circumstance.

Section 4. Re-employment

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

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

Section 5. Seniority Rights

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

RECOMMENDATION 12 **LEAVES OF ABSENCE WITHOUT PAY**

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. 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.

Section 3. The employer will approve leave to a reasonable number of employees who attend training seminars conducted by the union, subject to management's responsibility to maintain efficient operations. Each employee will only be allowed leave without pay under this section to attend one training per year.

Section 4. For the purpose of this Recommendation, the year shall be defined as beginning with July 1 and continuing through June 30 of the subsequent year.

Section 5. Union officials or elected delegates shall be granted, subject to management's responsibility to maintain efficient operations, up to seven (7) days of leave without pay, each year, without loss of seniority credit where such time is necessary to enable them to attend official union conventions or conferences as out lined in Recommendation 17, Section 3 of the Master Memorandum. Employees may use accrued annual leave for this purpose, in lieu of leave without pay.

RECOMMENDATION 13
SICK, PARENTAL, FAMILY CARE LEAVE and MILITARY CAREGIVER AND
EXIGENCY LEAVE WITHOUT PAY (FMLA LEAVE)

Section 1.

Employees who have been employed at least 12 months and have been paid for at least 1250 hours during the previous 12 month period, are entitled to a total of 12 weeks of leave without pay, within a rolling 12 month period, for purposes of leave for the employee's own serious health condition, the birth, adoption, or foster care placement of a child, the purpose of attending to the medical needs of a spouse, parent, son or daughter or other person qualifying as a dependent who has a serious health condition, and/or to address certain issues as described in the federal "Family and Medical Leave Act of 1993: and Title 29, Part 825 of the Code of Federal Regulations and Amendments resulting from a covered military member's deployment

Section 2. Employees who have been employed at least 12 months and have been paid for at least 1250 hours during the previous 12 month period, are entitled to a total of 26 weeks of leave without pay within a single 12 month period for the purpose of attending to the medical needs of a seriously ill or injured family member who is a covered servicemember as described in the federal "Family and Medical Leave Act of 1993: and Title 29, Part 825 of the Code of Federal Regulations and Amendments.

Section 3. Before using any leave without pay, employees will be required to use all accrued annual and sick leave.

Section 4. In all cases, the employee shall retain all seniority rights that had accrued up to the time of the leave, and the employee shall have the right to return to the same position in the same

classification held before going on such leave, or to an equivalent position, with regard to pay and skill.

Section 5. Requests shall be submitted in advance of the leave if circumstances permit, shall include proof of illness or disability in the form of the Commonwealth's serious health condition certificate.

Section 6. This Recommendation shall not apply to work-related injuries.

RECOMMENDATION 14 **SALARIES AND WAGES**

Section 1. Employees covered by this Memorandum will continue to be paid at the following hourly rates of pay below:

First six months in the Conservation Corps Program:	\$13.65
After six months in the Conservation Corps Program:	\$14.27

Section 2. Each employee covered by this Memorandum who is in an active pay status on January 1, 2011, will be eligible to receive a one-time lump sum cash payment of \$450.

Section 3. The cash payment provided for in this Recommendation shall not be added to the employee's base salary.

Section 4. The cash payment provided for in this Recommendation will not be subject to dues or fair share fee deductions.

Section 5. All employees are required to sign up for direct deposit of paychecks and travel expense reimbursements.

Section 6. The parties have agreed to reopen the Memorandum on July 1, 2011 to discuss salaries and wages covering the time period of July 1, 2011 through the expiration of the contract on June 30, 2012.

RECOMMENDATION 15 **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 40 hours in any work week.

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, excluding standby time.

- b. Rest periods.
- c. Holidays.
- d. Annual leave.
- e. Sick leave.

Section 3. For the purpose of transporting Corpsmembers, employees will be allowed up to thirty (30) minutes of paid time at the appropriate rate, for travel prior to and at the end of a shift.

Section 4. An employee may be permitted to choose compensatory time in lieu of paid overtime for hours worked in excess of 40 hours in any work week that is the result of working an extended day. That compensatory time is to be taken on the same day of the work week that is shortened for the Crew Members.

RECOMMENDATION 16 **CALL TIME**

Section 1. Employees who have been called in to work outside of their regular shift schedule shall be paid at the appropriate rate for the hours worked or a minimum of three hours pay at the employee's regular straight time hourly rate, whichever is greater. Call time pay begins when employees report to their assigned work site ready for work. Employees will be permitted to leave the work site when the work assignment that is the reason for the call time is completed unless the employee's scheduled work shift has commenced. There shall be no duplication of hours or pay.

Section 2. Unless provided otherwise herein, the provisions of Section 1 shall be applicable to any work assignment that is separated from the employee's regular shift schedule or other work assignment by a break in time other than a meal period. Section 1 shall not be applicable to scheduled overtime where the past practice has been to schedule certain work assignments on a regular basis without being subject to any minimum hours or pay.

RECOMMENDATION 17 **STANDBY TIME**

An employee is on standby during the period that the employee is required to remain at home and to be available for emergencies. Only employees who are required to be on standby are entitled to the compensation hereafter set forth. Such employees shall, at the Employer's discretion, either be paid 25% of their regular base pay for such standby time or receive compensatory time off equivalent to 25% of such standby time. Employees shall be considered to be on standby time until officially released. Standby time shall not be considered hours worked for the purpose of overtime computation. An employee shall not be considered to be on standby time while being paid for call time.

RECOMMENDATION 18 **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 or annual 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 as appropriate) will be charged for each day the supplement is paid.

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

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

Section 2. An employee who 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 provided that the employee worked 1250 hours within the previous 12 months. The 12 week entitlement will be reduced by any other leave used within the previous 12 months that was designated as leave under the FMLA as described in Recommendation 12.

Section 3 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 4. An employee is required to refund to the Employer the amount of any overpayment. In no case shall an employee be entitled to full pay and workers' compensation and/or social security for the same period. The Employer shall recover any amount in excess of the paid supplement to workers' compensation as described in Section 1. Failure to apply for or report social security or other applicable disability benefits to the Employer will result in the termination of the leave under Section 1.

Section 5 The Commonwealth agrees to the use of modified duty where the employee is able to work only in a limited capacity and the prognosis for the injury indicates that the employee will be able to resume all of the duties of the employee's classification in a reasonable period of time. The Employer may terminate a modified duty assignment when it becomes apparent that the employee will not be able to resume the full duties of the employee's classification within a reasonable period of time.

Under the modified duty concept, the employee must be able to supervise his work crew to be retained without loss of pay or status.

Section 6 It is understood by both parties that the provisions of this Recommendation are consistent with the Family and Medical Leave Act of 1993, USC Sections 2601 et seq. and that leave granted in accordance with this Recommendation shall be designated as leave under the provisions of the Act.

Section 7. An employee who sustains a work-related injury, 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 Recommendation 9. 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 application to any absence for which workers' compensation is payable. When workers' compensation is payable, the provisions of Section 1 shall apply.

Section 8 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 19 **CLASSIFICATION**

Section 1. The Union recognizes the right of the Employer to direct its working force, which includes the assignment of work to individual employees and it further recognizes that such assignments may include work outside an employee's classification. However it is understood that assignments outside of classification shall be made in a manner consistent with the Employer's operations and organizational requirements.

Whenever an employee temporarily is charged to perform in general the duties and responsibilities of a position in a higher rated classification that are separate and distinct from those of the employee's own position for a period of any five full cumulative days in a calendar quarter, the employee shall be compensated, retroactive to the time the assignment took place, at an amount equal to four and one-half percent of the employee's current rate of pay, or at the starting rate of the pay scale group for the higher class, whichever is greater. Employees who are charged to perform higher class work for a full day and who take leave for a portion of that day will be compensated, in increments of 1/4 hour, for the partial day worked in the higher class after the five full day threshold has been met.

An employee while temporarily working and being paid in a higher class will also be paid at the higher rate for a holiday provided the employee is charged to perform the higher level duties on the employee's scheduled workday immediately before and immediately after such holiday and is paid at the higher rate on those days. The holiday shall not count toward the requirement for five full cumulative days in a quarter. Once the requirement for the five full cumulative day threshold has been met, payment will be included in the biweekly paycheck. If the position is filled

permanently by other than the employee temporarily filling the position, the employee temporarily assigned shall be returned to their previous position and compensation, but shall receive any increments and service credits for such increments to which they would have been entitled had they remained in their normal assignment. An employee or employees shall not be temporarily assigned to perform in general the duties and responsibilities of a position in a higher rated classification for more than nine continuous months or the length of the leave of absence of the employee being replaced, whichever is greater.

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

Grievances arising from this Recommendation 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. The failure of the employee to provide the required information will not affect the validity of the grievance. Grievances pertaining to these Sections may be processed through an arbitration panel consisting of one Union staff member, one staff member of the Employer, and one permanent arbitrator jointly selected by the parties who is knowledgeable in the field of position classification. The decision of the arbitration panel shall be final and binding.

For the purpose of this Section, the calendar quarters shall be defined as beginning with July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30.

Section 2. Under Section 1, above, all fees and expenses of the arbitrator shall be divided equally between the parties except where one of the parties of this Memorandum request a postponement of a previously scheduled arbitration meeting which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the appeal in which event the postponement charge shall be divided equally between the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

Section 3. The Employer agrees to provide the union the opportunity to review and comment on the development of the classification specifications for the jobs represented by this Memorandum. Further, the employer agrees to meet with the union upon a request, to review any changes made to the classification specifications in the event the employer adds new responsibilities and duties.

RECOMMENDATION 20
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 during an assignment year. This shall not, however, eliminate the employer's right to terminate an employee at the end of an assignment year, as it is the sole discretion of the employer to extend employment for subsequent one-year terms. An employee may appeal a demotion, suspension, or discharge beginning at the third step of the standard grievance procedure/first step of the accelerated grievance procedure, within 15 working days of the date of its occurrence. The appropriate district council and local of the Union shall be notified promptly by the Employer of any suspension, discharge or demotion provided, however, the requirement to notify the district council and local of the Union will not be applicable if the Union has not informed, in writing the agency or institution of the applicable district council and local for the employee involved. The failure of the Employer to comply with the preceding notification requirements will not affect the validity of the action, but will suspend the time period set forth above until the notification is sent.

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. In the event any action is taken by the Employer under the provisions of this Recommendation which involves PCC Member abuse and a grievance is filed by an employee, the arbitrator shall not consider the failure of the PCC Member to appear as prejudicial.

Section 4. The Employer will attempt to discipline employees in such a manner so as not to embarrass the employee before the public or other employees. It must be kept in mind, however, that where insubordination or flouting of authority by an employee in public and in the presence of other employees takes place, the Employer shall not be restricted by the operation of this Section.

Section 5. The provisions of Section 1 shall not apply during the initial 180 calendar days of probationary employment. The probationary period can be extended by written Memorandum between the Employer and the appropriate local or district council of the Union for an additional period, during which time Section 1 shall not apply. Periods of leave without pay and periods of time during which an employee is using paid leave to supplement workers' compensation shall not count toward the initial 180 calendar days or any extension period.

Section 6. This Recommendation shall not apply to demotions resulting from an employee appeal, an Employer-initiated classification review or unsuccessful completion of a probationary period upon promotion.

Section 7. An employee who is the subject of an Inspector General investigation will be notified when the investigation is concluded. The employee who is not being subject to disciplinary action will be notified at the conclusion of the investigation that the allegations were either "unfounded" or "unsubstantiated". An employee shall be deemed a subject of an investigation when the employee has been accorded a "subject interview".

Section 8. The Employer and the Union agree to apply the alternative forms of discipline in lieu of suspension actions program, in accordance with the side letter dated February 1, 2000.

RECOMMENDATION 21 **SENIORITY**

Section 1. PA Conservation Corps Crew Leaders shall be credited with seniority hours, for all hours worked, from the original date of hire, provided there is no break in service. Employees who are appointed to a permanent position in bargaining units covered by the Master Memorandum, shall carry that seniority earned under this Memorandum, into those permanent positions.

The following shall constitute a break in service: resignation, separation, absence without leave for five consecutive working days, failure to report after leave and acceptance of other permanent employment while on leave. If service is broken by any of the above, the employee shall lose seniority hours. In an employee is returned within one year after such break in service, the employee shall be credited, for pay and seniority purposes, with the number of seniority hours accrued up to the time the break in service occurred, but shall not be entitled to any credit for the time represented by such break in service

After working for one year, employees covered by this Memorandum shall be given an opportunity to interview for permanent entry-level vacancies for which they qualify in Labor and Industry.

RECOMMENDATION 22 **UNIFORMS, CLOTHING AND EQUIPMENT**

Section 1. Where the Employer now provides devices, apparel or equipment necessary to protect employees from injury or exposure to extreme non-climatic heat or cold, the Employer shall continue to provide the level of protection in accordance with the practice now prevailing. Where uniforms are required and for as long as they may be required, the Employer agrees to furnish the uniforms so required. Uniform requirements are not to be confused with dress regulations required by the Employer.

Section 2. Boot Allowance - Employees covered by this agreement will receive a one-time boot allowance up to \$100.00 with a receipt. It is understood that an employee receiving the boot allowance will wear the boots as a condition of employment in accordance with the employer's policy.

The allowance provided for above, will be payable between July 1, 2010 and June 30, 2012.

RECOMMENDATION 23
DISCRIMINATION/EMPLOYEE TREATMENT

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

Section 2. The Employer does not condone sexual harassment of any employee and encourages employees who, after appropriate consideration of all relevant facts, believe that he/she is the object of such conduct, to report such allegations as soon as possible. The burden of substantiating such an allegation rests with the charging party. Because of the seriousness of such allegations which could result in discipline or discharge of the person charged, it is understood that false, frivolous and/or reoccurring unsubstantiated allegations may result in disciplinary actions against the charging party.

Substantiated instances of such harassment will be remedied by the Employer. An arbitrator may decide only whether or not the charging party has substantiated that sexual harassment has occurred, but what constitutes the appropriate remedy will be determined by the Employer in its sole discretion.

Section 3. An employee who has filed a sexual harassment complaint will be notified when the investigation has been concluded. The employee will be informed of the results of the investigation.

Section 4. Employees shall be treated in a respectful manner which does not embarrass them or demean their dignity. Incidents which are at variance with this principle may be appealed through the Grievance Procedure, provided that the decision at the Joint State Committee shall be final and binding.

RECOMMENDATION 24
UNION BUSINESS

Section 1. No Union member or representative shall solicit members, engage in organizational work, or participate in other Union activities during working hours on the Employer's or Project Sponsor's premises except as provided for in the processing of grievances.

Section 2. The Employer will provide a reasonable number of employees with time off, if required, to attend negotiating meetings in the form of either annual leave the employee has available or leave without pay.

RECOMMENDATION 25
PEACE AND STABILITY

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

Memorandum.

Section 2. Should a strike occur not authorized by the Union, the Union within 24 hours following the request of the Employer shall:

- a. Publicly disavow such action by the employees.
- b. Advise the Employer in writing that such employee action has not been authorized or sanctioned by the Union.

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

Section 4. The Employer will not engage in any lockout during the life of this Memorandum.

RECOMMENDATION 26 **MISCELLANEOUS PROVISIONS**

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

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

Section 3. Where the term meet and discuss is used in this Memorandum, it will be deemed to have the meaning of that term as defined and applied under the Public Employee Relations Act.

Section 4. 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 5. 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 reserved to it under Recommendation 1 of this Memorandum.

Section 6. Travel expenses shall be paid in accordance with the Commonwealth's existing Travel Expense Regulations. The mileage allowance shall be the General Services Administration rate. If the General Services Administration of the Federal Government increases or decreases the mileage allowance for employees under its jurisdiction, the mileage allowance for employees under this Memorandum will be increased or decreased on the effective date of the General Services Administration change.

Section 7. Committees composed of representatives of the Union and the Employer are to be established at agency level to resolve problems dealing with the implementation of this Memorandum and to discuss other labor-management problems that may arise. The levels at which these committees are to function may be determined by agency or departmental discussions.

Section 8. There shall be an official personnel file for each employee. The contents of an employee's personnel file, excluding pre-employment information, will be available for examination by the employee within a reasonable period of time after the employee's request. Such examination shall be at the location where the personnel file is maintained and shall be conducted in the presence of the human resource officer or designee. Material shall not be removed from or added to the folder nor shall its contents be altered in any way. Employees are entitled to have a representative with them while reviewing their own file. If there is any disagreement to the contents of the personnel file, an employee shall have the right to submit a statement concerning any materials in the employee's file and any such statement shall then become part of the personnel file. If comments are placed in the file during an exit interview, the employee shall have the right to submit a statement concerning those comments which shall then become a part of the personnel file. After a period of two years, a written reprimand or reference to an oral reprimand shall be removed from the employee's official personnel folder if no intervening incidents of the same or a similar nature have occurred.

Section 9. The Employer agrees, upon request, to discuss any contemplated change in organizational structure that may affect existing job classifications.

Section 10. In the event the Public Employee Relations Act is amended during the term of this Memorandum, the parties agree to negotiate concerning the amendments to determine whether or not this Memorandum should be amended to incorporate changes permitted by the amendments to the Act. It is clearly understood that if this Memorandum is reopened for negotiations for this purpose, the provisions of Recommendation 24, Peace and Stability, will remain in full force and effect.

Section 11. It is understood between the parties that when employees are required to travel overnight for the purpose of attending PCC training conferences, overnight accommodations will be provided as private rooms and employees will not be expected to room together.

RECOMMENDATION 27 **EQUAL EMPLOYMENT OPPORTUNITY**

If any provision of this Memorandum is in conflict with Federal Executive Orders 11246 and 11375, as amended, the Civil Rights Act of 1964, and all laws and rules, relating to the

Commonwealth's Equal Employment Opportunity program, and the Americans with Disabilities Act, the provisions of the aforementioned Orders, laws and implementing regulations shall prevail.

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

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

RECOMMENDATION 28
GRIEVANCES AND ARBITRATION/ACCELERATED GRIEVANCE PROCEDURE
AS A PART OF LABOR AND INDUSTRY

Section 1. The accelerated grievance procedure contained in this Recommendation shall be utilized as outlined in Rule 1, Section 3 of the Rules of the Accelerated Grievance Procedure contained in Appendix G of the AFSCME Master Memorandum.

Section 2. Where an employee of the Commonwealth has the right to process a grievance through either the procedure provided herein or through the Pennsylvania Civil Service Commission and files an appeal with the Commission, either the contract grievance procedure shall cease, if the employee has submitted a contract grievance, or the employee shall not be entitled to institute proceedings under the contract grievance procedure. If the appeal to the Commission is withdrawn by the employee or not accepted by the Commission within the time limits prescribed in Section 3 of this Recommendation, the processing of a timely filed contract grievance shall be permitted.

Section 3. Any grievance or dispute which may arise concerning the application, meaning, or interpretation of this Memorandum shall be processed in the following manner:

STEP 1. The employee, either alone, or accompanied by a Union Representative, or the Union Representative, where entitled, shall present the grievance in writing to the Employer's worksite designee within fifteen (15) working days of the date of the occurrence giving rise to the dispute, or when the employee knew or by reasonable diligence should have known of the occurrence.

In addition, in order for a grievance to be discussed at Step 1, the respective Employer worksite designee must have received a written confirmation of the grievance at least fifteen (15) working days prior to the prescheduled Step 1 meeting. This period may, however, be modified by mutual Memorandum.

The parties agree the respective Employer designee and the Union counterpart must schedule and meet on a monthly Step 1 basis, if necessary, in order to attempt to resolve all outstanding grievances. At the Step 1 meeting, the parties will advise each other of all of the then known facts, including witnesses, and furnish copies of relevant reports or investigations upon which the party will rely in proving and/or supporting its respective position.

When special circumstances preclude the disclosure of confidential patient, resident, client,

student, or inmate information at the Step 1 meeting, the case will be handled in accordance with the agreed upon procedures to be developed by the parties.

Any agreed upon final settlement of a grievance reached at Step 1 shall be reduced to writing and signed by the Union and the Employer designee. Decisions at Step 1 shall not be used as precedent for any subsequent case.

After the Step 1 meeting has been held, and the then known information the parties intend to rely on to support their respective positions has been discussed and exchanged, the respective Employer designee must, if the case is not settled at this point, make a written disposition of the matter to the Union within fifteen (15) working days from the date of the Step 1 meeting.

STEP 2. If the Step 1 response is not satisfactory, or a response has not been received by the Union within fifteen (15) working days of the Step 1 Meeting, the Union shall have fifteen (15) working days after the Commonwealth's response is received or due, to appeal the decision by filing its grievance with the appropriate Joint Area Committee referred to in Recommendation 1 of the attached Rules of Procedure. Such submission shall be made in writing, and shall be filed in accordance with the established procedures with the Office of Administration, Bureau of Labor Relations (OA-BLR - 404 Finance Building, Harrisburg, PA 17120).

Failure of the Union to submit grievances to the appropriate Joint Area Committee within the fifteen (15) day appeal period specified above, shall be cause for the Commonwealth to consider the matter "settled and withdrawn." Any later discovered or developed evidence, not previously disclosed to the other party at the Step 1 meeting must be submitted to the other side as soon as practical after discovery and/or development, but in no event later than 48 hours (excluding holidays and Saturdays/Sundays) before the Step 2 hearing. (See Rule 4, Section 3 for Exceptions).

Decisions of the Joint Area Committees are final and binding and shall not operate as precedent.

STEP 3. Failure of the respective Joint Area Committees to resolve the grievance at Step 2 of this procedure (i.e. a "deadlock" result at the Area Committee Level) shall cause the matter to automatically move to Step 3 of this procedure. No additional appeal submission or filing shall be required for "deadlocked" cases to be docketed with the Joint Pennsylvania State Committee. However, when such docketing occurs, the Office of Administration, Bureau of Labor Relations, will furnish official notice confirming the docketing of all cases scheduled to be heard by the State Committee, along with the date, place, and time of the scheduled meeting to the affected Commonwealth Agency (Division of Labor Relations) and Council 13 of AFSCME (Grievance Department - 4031 Executive Park Drive, Harrisburg, PA 17111-1599).

The Committees at Steps 2 and 3 shall have the right to hear testimony from both parties, investigate all relevant facts and render a final and binding decision. Each case shall be considered on its merits and the collective bargaining Memorandum shall constitute the basis upon which the decision shall be rendered.

The Committees shall neither add to, subtract from, nor modify the provisions of this Memorandum. The Committees shall be confined to the precise issue submitted, and shall have no authority to determine any other issues not so submitted. If the Joint Pennsylvania State Committee is unable to reach a decision by majority vote, the matter will be considered "deadlocked".

STEP 4. An appeal from a deadlocked decision at Step 3 may be initiated by the Union, by written notice of the intent to proceed to arbitration. This notice must be sent within fifteen (15) working days after the deadlocked decision from Step 3 to the Office of Administration (Bureau of Labor Relations, 404 Finance Building, Harrisburg, PA 17120), and the affected Commonwealth Agency (Division of Labor Relations).

Arbitration

The impartial arbitrator is to be selected by Memorandum between the respective Co-Chairpersons of the Joint Pennsylvania State Committee within fifteen (15) working days after the notice has been given. If the parties fail to agree on an impartial arbitrator, either party may request the Bureau of Mediation to submit a list of seven (7) possible arbitrators to the respective Co-Chairpersons.

The Co-Chairpersons shall, within fifteen (15) working days of the receipt of said list, select the arbitrator by alternately striking one name from the list until one name remains. The Employer Chairperson shall strike the first name.

Each case shall be considered on its merits and the collective bargaining Memorandum shall constitute the basis upon which the decision shall be rendered.

The arbitrator shall neither add to, subtract from, nor modify the provisions of this Memorandum.

The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted.

A decision of the Step 2 and Step 3 Joint Committees or by the arbitrator shall be final and binding on both parties. The arbitrator shall be required to issue a decision within thirty (30) days after the close of the hearing.

Time Limits

All of the time limits contained in this Section may be modified by mutual Memorandum. The granting of any modification at any step shall not be deemed to establish a precedent.

Costs

Each party shall bear the costs of preparing and presenting its own case. All fees and expenses of the arbitrator shall be divided equally between the parties, except where one of the

parties to this Memorandum request a postponement of a previously scheduled arbitration hearing 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 shall be divided by the parties.

A postponement charge resulting from a joint postponement request shall be shared equally by the parties.

Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

Section 4. An employee shall be permitted to have a representative of the Union present at each step of the grievance procedure, up to and including Step 3; subject, however, to Section 606, Article VI of the Public Employe Relations Act. Upon request by an employee or Union representative, a Step 1 grievance meeting will be postponed or rescheduled, if necessary, if a Union Representative is temporarily unavailable to the employee. Where this occurs, the time limits for response to the grievance will be suspended during the postponement period.

Employees selected by the Union to act as Union representatives shall be known as stewards. The Union shall furnish the Commonwealth with the names and work locations of grievance representatives and shall notify the Commonwealth of any changes.

The Union may present grievances concerning agency-wide actions or state-wide actions directly to Step 3 within fifteen (15) working days of the date of the occurrence giving rise to the dispute, or the date when the Union knew, or by reasonable diligence should have known, of its occurrence. However, the Union will meet with the official Agency or Office of Administration designee prior to any hearing on such grievances, in order to resolve any factual disputes relating to such Agency-wide or State-wide grievances.

Section 5. The Joint Area Committee and the Joint Pennsylvania State Committee will function under the Rules of Procedure in Appendix G of the Master Memorandum.

RECOMMENDATION 29 **SAFETY AND HEALTH**

Section 1. The Employer will take positive action to assure compliance with laws and regulations concerning the health and safety of employees working in state owned or leased buildings and to assure compliance with all lease provisions affecting the safety or health of employees.

Section 2. The Employer agrees to establish a health and safety committee at each agency. Multi-agency committees may be established by mutual Memorandum. The committee shall be composed of an equal number of representatives of the Union and the Employer. The purpose of the committee shall be to investigate present or potential safety hazards and security problems and to make recommendations for corrective action. The Committee may also discuss which

employees, due to the nature of their work, will be provided with regular health screenings and which employees will be provided wrist rests. Unless otherwise agreed by the parties, the committee shall meet once each quarter unless a clear and present danger situation warrants a special meeting. The committee shall establish its own operating procedures. However, union representatives on the committee shall be given a reasonable amount of time during working hours to investigate safety and health hazards brought to the committee and to serve on this committee.

Section 3. The Employer agrees to inform the local union when representatives of the Bureau of Occupational and Industrial Safety, Department of Labor and Industry, or other state or federal agencies involved in the establishment or enforcement of laws concerning or affecting the health and safety of employees working in state-owned or leased buildings are on the premises for an inspection. A designated union steward or officer located on the premises shall be allowed to accompany such representatives on inspection tours of the work site to point out deficiencies, without loss of pay or leave time. In addition, when the Employer is aware of the presence of representatives of such regulatory agencies who are at the work site for the purpose of safety inspections, the Employer agrees to inform the local union.

Section 4. The Employer will not assign employees to any work area in any building while there is a clear and present danger to their safety and such a danger is not an anticipated part of the normal and expected responsibilities and risks of the job in question.

Section 5. The Employer will take appropriate action to protect its employees from injury while at work. Where clear and present hazardous conditions exist at a work site, the Employer shall take immediate action to abate the hazard.

Section 6. Employees shall be provided with information on all communicable diseases and infestations to which they may have routine workplace exposure. Information provided to employees shall include the symptoms of the diseases, modes of transmission, methods of self-protection, proper workplace procedures, special precautions and recommendations for immunization where appropriate. The Employer and the Union agree to establish a committee to formulate a policy on how to deal with persons who have a communicable disease or are suspected of having a communicable disease or infestations.

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

Section 7. Upon written request, the local union shall be provided with copies of statistical reports concerning work-related accidents.

RECOMMENDATION 30 **POLITICAL ACTION COMMITTEE DEDUCTIONS**

Section 1. The Employer agrees to deduct from the paycheck of employees covered by this Memorandum voluntary contributions to the Union's Political Action Committee. The Employer shall make such deductions only in accordance with the written authorization of respective

employees which shall specify the amount, frequency and duration of the deductions.

Section 2. The Employer shall transmit the monies deducted in accordance with this Recommendation to the Union's Political Action Committee in accordance with the procedures agreed to by the Employer and the Union.

Section 3. The Union shall reimburse the Employer for the Employer's actual cost for the expenses incurred in administering this Recommendation.

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

RECOMMENDATION 31 **LEAVE DONATION**

Section 1. Effective January 1, 2011, the Commonwealth will implement and administer a Leave Donation Program. Employees of this bargaining unit may donate annual leave to a designated member of this bargaining unit who has used all accrued and paid leave for the current leave year. The leave is to be used for the recipient's own catastrophic injury or illness or for the catastrophic 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 sick leave available, subject to the limitations in Article 10, Section 8.

Section 2. Recipients

- a. Recipients must be an employee in this bargaining unit.
- b. Family member is defined as a husband, wife, child, step-child, or parent of the employee or any other person qualifying as a dependent under IRS eligibility criteria.
- 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. The absence due to the catastrophic illness or injury of the employee or a family member must be for more than 20 workdays in the current leave year. The 20-workday absence may be accumulated on an intermittent basis if properly documented as related to the same catastrophic illness or injury. Annual, sick (for employee's own serious health condition), sick family (for the serious health condition of a family member), or unpaid leave may be used during the accumulation period. A separate accumulation period must be met for each catastrophic illness

or injury and for each leave year in which donated leave is used. Donated leave may not be applied to the required 20-workday accumulation period.

e. All leave must be used as follows before any donation may be received:

(1) For an employee's own catastrophic injury or illness, all annual and sick leave for the current leave year must be used.

(2) For the catastrophic injury or illness of a family member, all annual leave for the current leave year must be used. All five days of sick family leave for which the employee is eligible must be used.

f. 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 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.

g. The recipient's entitlement to leave under the Family and Medical Leave Act will be reduced 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.

h. 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 illness or injury.

i. 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.

j. 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 must be a member of the unit and may voluntarily donate annual leave to an employee within the bargaining unit who meets the requirements of the Leave Donation Program. Donations may be made to multiple employees, as long as the minimum donation is made to each employee.

b. Donations must be made in increments of one day (7.50 or 8.0 hours), but not more than five days can be donated to any one employee in the same leave year.

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 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.

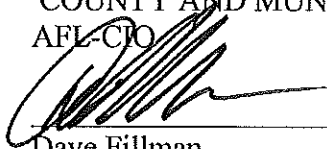
d. Unused donations are returned to the donor if: the recipient or family member recovers, dies, or separates before the donor's leave is used; or if the recipient does not use the leave by the end of the leave year, and is expected to either return to work within 20 workdays or to have sufficient leave 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 sick leave available, may use donated leave as bereavement leave, subject to the limitations in Recommendation 10, Section 8.

Section 4. The provisions of this Recommendation are not grievable under Article 28 of this Memorandum.

RECOMMENDATION 32 **TERMINATION**

This Memorandum shall be effective July 1, 2010 except where specifically provided that a particular provision will be effective on another date. This Memorandum shall continue in full force and effect up to and including June 30, 2012. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under the Public Employee Relations Act.

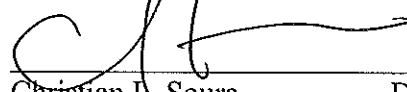
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO

 1/25/11

Dave Fillman Date

Executive Director, AFSCME Council 13

COMMONWEALTH
OF
PENNSYLVANIA

 1/10/11

Christian L. Sours Date

Secretary of Administration
