## MEMORANDUM OF UNDERSTANDING

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## BETWEEN

# COMMONWEALTH OF PENNSYLVANIA

### AND

# UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA (UGSOA) And Its Affiliated Local 304

First-Level Supervisors Security Unit

September 1, 2011 to August 31, 2014

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#### PREAMBLE

The Commonwealth of Pennsylvania has engaged in dialogue with the International Union, United Government Security Officers of America and its affiliated Local No. 304, hereinafter referred to as the Union, in its capacity as a representative of a group of first-level supervisors, more specifically referred to infra, as provided for under "meet and discuss" requirements of the Pennsylvania Public Employe Relations Act of 1970 (Act 195). Hereinafter, when the term "Employer" is used in this Memorandum, it shall mean the Commonwealth of Pennsylvania. As a result of the dialogue, the representatives of the Employer agree to recommend for action and/or approval the following position statement:

WHEREAS, The Pennsylvania Labor Relations Board determined in Case No. PERA-R-0327-E that certain employees were to be included in a unit of first-level supervisors; and

WHEREAS, The International Union, United Government Security Officers of America is certified by the Pennsylvania Labor Relations Board as the employee organization elected to represent the employees in this unit; and

WHEREAS, The Employer, through its representatives, and the Union, as a representative, have met and discussed in good faith on a number of matters deemed to be bargainable for other public employees covered by the Public Employe Relations Act; and

WHEREAS, The Employer's representatives, as a result of these discussions, make the following recommendations:

### RECOMMENDATION NO. 1 RECOGNITION

The Union is recognized as the exclusive representative for "meet and discuss" purposes for employees within the classifications (specifically, Security Officer 2 and Installation Police Officer Supervisor, DMVA) established by a certification of the Pennsylvania Labor Relations Board, dated May 19, 2004, more specifically referred to as PERA-R-03-247-E, as amended, and that the herein recommendations refer only to those employees falling within that certification. This section shall also apply to all temporary and part-time employees in the above-referenced classifications.

## RECOMMENDATION NO. 2 MANAGEMENT RIGHTS

<u>Section 1.</u> Except as modified by this Memorandum or any sideletter of understanding, 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.

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.

<u>Section 2.</u> 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 NO. 3 UNION SECURITY

<u>Section 1.</u> 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 their 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 of resignation (return receipt requested) along with the official membership card of the Union to the Local President as well as a copy by regular mail to the department concerned.

b. The letter shall be postmarked during the fifteen (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 the dues check-off authorization.

<u>Section 2.</u> 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.

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# RECOMMENDATION NO. 4 DUES DEDUCTION

<u>Section 1.</u> The Employer shall deduct the Union biweekly membership dues, initiation fees 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, the amount of the initiation fee 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 on or after implementation of this Recommendation pursuant to Recommendation 18 Salaries and Wages). The aggregate deductions of all employees shall be remitted together with an itemized statement to the International 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.

<u>Section 2.</u> The Employer further agrees to deduct a fair share fee biweekly from all employees in the supervisory 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.

<u>Section 3.</u> 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.

<u>Section 4.</u> 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 that are due and owing for the period for which the employee receives back pay.

<u>Section 5.</u> 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 from or demoted into the rank and file unit 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 leaves of absence without pay or recall from furlough.

<u>Section 6.</u> The Employer shall provide the Union, on a quarterly basis, a list of all employees in the supervisory unit 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 or not the employee is a member or non-member.

<u>Section 7.</u> 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 any action taken or not taken by the Employer under the provisions of this Recommendation.

## RECOMMENDATION NO. 5 HOURS OF WORK

<u>Section 1.</u> The work week for employees of this Unit shall consist of any five days within a consecutive seven calendar-day period except for employees working at hospitals or mental retardation centers in the Department of Public Welfare or Veterans' Centers in the Department of Military and Veterans' Affairs. The work schedule for employees working at hospitals or mental retardation centers in the Department of Public Welfare or Veterans' Centers in the Department of Military and Veterans' Affairs shall consist of any ten days in a consecutive fourteen calendar-day period. The Department of Public Welfare and the Department of Military and Veterans' Affairs agree, except in an emergency situation, to avoid scheduling such employees to work for a consecutive twenty day period.

The Union agrees to meet and discuss, upon request of the Department of Conservation and Natural Resources, work schedules at designated State Parks. Schedules at variance with other specific provisions of this Memorandum may result.

<u>Section 2.</u> The workday shall be defined as a twenty-four (24) hour period beginning with the start of the employee's regularly scheduled shift and terminating twenty-four (24) hours thereafter.

<u>Section 3.</u> The work shift shall consist of 7.5 or 8 work hours within a pre-established work schedule.

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

<u>Section 5.</u> Work schedules showing the employees' shifts, work days and hours shall be posted on applicable departmental bulletin boards. Except for emergencies, changes shall be posted two weeks in advance.

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

The Employer agrees to meet and discuss, upon the request of the local union steward or a designated union representative, concerning the issue of rotating weekend work.

<u>Section 6.</u> In the event of a change in shift from a pre-established work schedule, employees must be off regularly scheduled work for a minimum of sixteen (16) hours, except that in the Department of Conservation and Natural Resources employees must be off regularly scheduled work for a minimum of ten (10) hours. However, effective on the date of the signing of this Memorandum, in the event of a documented increase in the state or National security level, Department of General Services employees must be off regularly scheduled work for a minimum of only eight (8) hours.

Only a minimum of eight (8) hours off need be granted for Department of Conservation and Natural Resources employees involved in the semi-annual winter/summer and summer/winter changeovers.

Employees not receiving the minimum required hours off between shifts will be paid in accordance with Recommendation 19, Section 1.

<u>Section 7.</u> At the request of the Union, the Employer agrees to meet at the local level to discuss the issue of scheduling employees. The Union may propose alternate schedules for the consideration of the Employer. If the proposed schedules do not increase operating costs, require increased complement, affect accreditation/certification criteria or adversely impact the operational efficiency or standards of service, then the Employer will not unreasonably refuse to implement the new schedule. Disputes arising from this Section may only be submitted to a committee composed of a representative of the Union, a representative from the involved department and a representative from the Office of Administration. The parties comprising this committee may participate via conference call. The decision of the committee shall be final on any issue(s) raised.

<u>Section 8.</u> As soon as practicable upon signing of this memorandum of understanding, the parties will execute a sideletter implementing an eight (8) hour work shift with a paid meal period for bargaining unit employees at the Soldiers and Sailors Home in Erie, PA.

### RECOMMENDATION NO. 6 REST PERIODS

<u>Section 1.</u> All employees shall be permitted a fifteen-minute paid rest period (uninterrupted) during each one-half work shift provided the employee works a minimum of three hours in that one-half shift. Whenever practical the employee shall be permitted to take the rest period at the middle of such one-half shift. The Employer, however, shall be able to vary the scheduling of such period when, in its opinion, the demands of work require such variance.

<u>Section 2.</u> Employees who work, without interruption, beyond their regular shifts 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. If the employee takes a meal period at the expiration of their normal work day, then the employee shall thereafter be given a fifteen-minute rest period for each additional two hours of such work unless at the end of such two-hour period their work is completed or unless the employee takes a meal period during or at the end of the two-hour period.

<u>Section 3.</u> Part-time employees shall be granted a fifteen-minute rest period during each  $3\frac{3}{4}$  hour work period.

# RECOMMENDATION NO. 7 MEAL PERIODS

<u>Section 1.</u> All employees shall be granted a meal period, which period shall fall within the third to fifth hours of their work shift, unless emergencies require a variance. Present practices relating to meal periods for part-time employees shall remain in effect and may only be changed after a meet and discuss with the Union.

<u>Section 2.</u> If employees are required to work more than two (2) hours beyond their regular shift quitting time, they will be allowed a meal period at the end of the initial two (2) hour period or sooner. In addition, employees shall be allowed a meal period for each four hours worked beyond each meal period. If an employee works more than three (3) hours after their scheduled quitting time and has not had notice of such work requirement at least two (2) hours before commencement of the 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.

# **RECOMMENDATION NO. 8** EATING AND SANITARY FACILITIES

The Employer shall provide adequate eating space and sanitary facilities at all permanent locations, which shall be properly heated and ventilated.

## RECOMMENDATION NO. 9 HOLIDAYS

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

- 1. New Year's Day January l
- 2. Martin Luther King, Jr.'s Birthday 3rd Monday in January
- 3. Presidents' Day 3rd Monday in February
- 4. Memorial Day Last Monday in May
- 5. Independence Day July 4
- 6. Labor Day 1st Monday in September
- 7. Columbus Day 2nd Monday in October
- 8. Veterans' Day November 11
- 9. Thanksgiving Day 4th Thursday in November
- 10. Christmas Day December 25

The holiday shall be celebrated on the date listed above.

<u>Section 2.</u> A permanent full-time employee shall be granted one day of paid leave on or in lieu of each of the holidays set forth in Section 1 provided the employee was scheduled to work on that day and the employee was in an active pay status for 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 to the actual holiday. If a holiday occurs while employees are on leave without pay under Recommendation 16, Section 3, they shall be paid for the holiday provided the employees were in active pay status the last half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately subsequent to the leave without pay.

An employee who is on long term leave without pay (longer than one full pay period) and returns to active pay status on the day immediately prior and immediately subsequent to a holiday will not be paid for the holiday unless the leave without pay has terminated and the employee continues in an active pay status.

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

When a holiday occurs on an employee's scheduled day off, the employee shall receive one day of paid leave in lieu of such holiday; provided, however, that whenever the Employer determines that staffing requirements prevent granting paid leave, the employee shall be given an additional day's pay in lieu of a day of paid leave. <u>Section 3.</u> If a permanent full-time employee works on any of the holidays set forth in Section 1 of this Recommendation, the employee shall be compensated at one and one-half times the employee's regular hourly rate of pay for all hours worked on said holiday. The employee shall receive paid time off for all hours worked on a holiday up to a full shift. If such time is worked during the employee's regularly scheduled shift, the paid time off shall be in lieu of holiday pay for that time under Section 3 above. Paid time off for time worked outside the employee's regularly scheduled shift shall not be in lieu of such holiday pay.

<u>Section 4.</u> Employees will be permitted to use paid time off awarded for working the holidays listed in Section 1 within 120 calendar days succeeding the designated holiday. Available compensatory time may be used by an employee for call-offs, emergencies, etc., in accordance with existing procedures for reporting off.

Employees may select the date on which they utilize their compensatory time awarded for working the holidays listed in Section I provided they have given the Employer three weeks' notice and the Employer will respect the requested selection time as long as it is not detrimental to the efficiency of the operation. If the employee makes no attempt to schedule the earned paid time off within the 120 calendar day period succeeding the holiday, such time will be scheduled by the Employer or paid for by the Employer at the employee's regular hourly rate of pay. By mutual consent of the Employer and employee involved, such scheduling period may be extended an additional thirty (30) calendar days.

<u>Section 5.</u> An employee who is scheduled to work on a holiday and is absent for an unauthorized reason on that day shall not be eligible to receive the holiday, holiday pay, or compensatory time off.

<u>Section 6.</u> Permanent part-time employees shall receive holidays on a pro-rata basis. Employees, at the option of the Employer, shall receive either pro-rated paid leave or shall be paid at their regular hourly rate of pay in lieu of such paid leave.

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

<u>Section 7.</u> Any permanent employee separated from the service of the Employer for any reason prior to taking accrued paid time off earned by working the holidays listed in Section 1 shall be compensated in lump sum for any unused paid time off the employee has accumulated up to the time of separation.

Effective as soon as practically and legally possible, the Commonwealth will adopt a taxqualified 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.

<u>Section 8.</u> Whenever the Employer declares a special holiday or part holiday for all employees under the Governor's jurisdiction, all permanent employees who are required to work on the day on which such holiday hours occur shall receive time off with pay for all hours worked up to the number of hours in the employee's normal work shift, if a full holiday is declared, or up to a pro-rata share of the normal work shift if a partial holiday is declared. The Employer shall have the option of paying the employee their regular hourly rate of pay in lieu of such equivalent time off with pay.

<u>Section 9.</u> When an employee's work shift overlaps the calendar day, the first shift of the employee in which fifty percent (50%) or more of the time occurs on the applicable holiday shall be considered in the holiday period and the holiday period shall end twenty-four (24) hours after the commencement of that shift.

<u>Section 10.</u> In no event shall an employee be entitled to duplicate holiday payment. Time worked during an employee's regular shift shall not be excluded from hours worked for the purposes of determining eligibility for overtime pay under Section 1 of Recommendation 19 of this Memorandum.

<u>Section 11.</u> There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Memorandum for the same hours worked.

# RECOMMENDATION NO. 10 PERSONAL LEAVE DAYS

<u>Section 1.</u> All permanent full-time employees shall be eligible for paid personal leave days as follows:

a. One (1) paid personal leave day will be earned in the employee's first calendar year of employment provided the employee has 150 hours (37.5 hour workweek) or 160 hours (40 hour workweek) in an active pay status in the calendar year.

b. One (1) paid personal leave day per one-half calendar year will be earned in the employee's second calendar year of employment provided the employee has 150 hours (37.5 hour workweek) or 160 hours (40 hour workweek) in an active pay status in each one-half calendar year.

c. For employees in their third calendar year of employment, two (2) paid personal leave day will be earned in the first half calendar year and one (1) paid personal leave day will be earned in the second half calendar year provided the employee has 150 hours (37.5 hour workweek) or 160 hours (40 hour workweek) in an active pay status in each one-half calendar year.

d. One (1) paid personal leave day per one-quarter calendar year will be earned in the employee's fourth calendar year of employment provided the employee has 150 hours (37.5 hour workweek) or 160 hours (40 hour workweek) in an active pay status in each one-quarter calendar year.

e. In an employee's fifth and subsequent calendar years of employment, one personal leave day shall be earned during the first, second and fourth quarters of each calendar year. Two personal leave days shall be earned during the third quarter of each calendar year. An employee must have 150 hours (37.5 hour workweek) or 160 hours (40 hour workweek) in an active pay status in each one-quarter calendar year to earn the personal leave entitlement under this Section.

f. Employees may be eligible for one additional personal leave day to be earned in the first calendar quarter provided the requirements of Recommendation 13, Section 13 are met.

g. Leave service credit earned during all periods of employment with the Employer 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, the third calendar year of employment, the fourth calendar year of employment, or the fifth and subsequent calendar years of employment.

<u>Section 2.</u> 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 as it relates to total years of continuous service in the supervisory unit in the department at the work site shall be given a choice of personal leave in the event of any conflict in selection. Where reasonable opportunities are available for selection of personal leave on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period.

The Employer will not arbitrarily deny requests for use of personal leave time on weekends when the employee is scheduled to work.

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

<u>Section 4.</u> Personal leave days shall be non-cumulative 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.

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

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

<u>Section 7.</u> 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.

<u>Section 8.</u> 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. 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.

## **RECOMMENDATION NO. 11** LEAVES OF ABSENCE

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

<u>Section 2.</u> Where a state civil service examination is not given during an employee's non-working time, a permanent full-time employee shall be granted administrative leave with pay to take such examination which is scheduled during the employee's regular work hours subject to management's responsibility to maintain efficient operations. Employees shall only be entitled to leave for this purpose on one occasion during each one-half calendar year. Such leave shall not exceed the employee's normal work shift or the time necessary to travel to and from the

examination and to take the examination, whichever is lesser. Employees shall not be eligible for travel expenses under this Section.

<u>Section 3.</u> 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.

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.

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

<u>Section 5.</u> 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.

<u>Section 6.</u> A reasonable number of employees will be granted a leave of absence for the purpose of attending memorandum of understanding discussions. Such leave will be requested and granted in accordance with Management Directive 590.1.

# RECOMMENDATION NO. 12 VACATIONS

<u>Section 1.</u> Employees shall be eligible for annual leave after 30 days of service with the Employer in accordance with the schedule outlined below. Service for the purpose of determining the annual leave earning rate is leave service credit, which includes all periods of Commonwealth service during which an employee had previously earned leave and leave service credit.

# Maximum Annual Leave Entitlement Per Year

Up to 3 Years of Service:

Annual Leave will be earned at the rate of 2.70% of all Regular Hours Paid:
37.5 Hour Workweek: 52.5 Hours (7 days)
40 Hour Workweek: 56 Hours (7 days)

## Over 3 Years to 15 Years of Service Inclusive:

Annual Leave will be earned at the rate of 5.77% of all Regular Hours Paid:
37.5 Hour Workweek: 112.5 Hours (15 days)
40 Hour Workweek: 120 Hours (15 days)

#### Over 15 Years to 25 Years of Service Inclusive:

Annual Leave will be earned at the rate of 7.70% of all Regular Hours Paid:
37.5 Hour Workweek: 150 Hours (20 days)
40 Hour Workweek: 160 Hours (20 days)

### Over 25 Years of Service (for Employees Hired Prior to July 1, 2011 Only):

Annual Leave will be earned at the rate of 10% of all Regular Hours Paid:
37.5 Hour Workweek: 195 Hours (26 days)
40 Hour Workweek: 208 Hours (26 days)

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

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

<u>Section 2.</u> Vacation pay shall be the employee's regular straight time rate in effect for the employee's regular classification.

<u>Section 3.</u> 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 seniority as it relates to total years of continuous service with the Employer in the supervisory unit in the department at the work site shall be given the choice of vacation periods in the event of any conflict in selection. Where reasonable opportunities are available for selection of vacations on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period. The selection period shall be January 1 to the end of February of each calendar year for vacations from March 1 through the end of February of the following year, unless there are existing or subsequent agreements on selection periods at appropriate local levels. The Employer will answer requests for leave submitted during the selection period within twenty (20) calendar days of the conclusion of the selection period.

The Employer will not arbitrarily deny requests for the use of annual leave on weekends when the employee is scheduled to work.

<u>Section 4.</u> 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.

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

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

Effective as soon as practically and legally possible, the Commonwealth will adopt a taxqualified 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.

<u>Section 7.</u> Unused annual leave shall be carried over from one calendar year to the next provided that in no case shall the amount thus carried over exceed forty-five (45) days (337.5 hours or 360 hours). 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 13, Section 2. Scheduling of those days carried over shall be in accordance with Section 3 above.

<u>Section 8.</u> 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 off. The employee shall be permitted to reschedule such vacation day or days in accordance with Section 3.

<u>Section 9.</u> The provisions of Section 1 and 2 of this Recommendation shall not apply to temporary employees unless such employees have worked 750 regular hours by the end of the last full pay period in each calendar year. It is understood that this Section does not apply to a furloughed employee who, during the recall period, returns to the Employer's payroll in a temporary capacity.

<u>Section 10.</u> Employees on leave without pay to attend official union conventions or conferences in accordance with Recommendation 16, Section 3, shall have that time included in regular hours paid for purposes of earning annual leave entitlement and credited service under Section 1 above.

<u>Section 11.</u> 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 leave privileges. Permanent employees with less than one year of service since their last date of hire may not anticipate annual leave.

<u>Section 12.</u> An employee who is furloughed and is not employed in another position within 14 calendar days of the effective date of furlough will receive a lump sum payment for all earned, unused annual leave unless the employee requests in writing before the end of the 14 calendar days to freeze all earned, unused annual leave.

An employee may subsequently change a decision to freeze the earned, unused annual leave by submitting a written request for a lump sum payment for the annual leave. Payment will be made within 35 days of the date on which the request is received by the Employer, and will be at the rate of pay in effect on the last day of employment prior to the date of furlough.

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

<u>Section 13.</u> 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.

<u>Section 14.</u> Permanent full-time employees who are normally scheduled the same regular days off throughout the work year shall not have their regular days off changed when such days off immediately precede or follow periods of approved compensable leave of at least five (5) consecutive workdays.

## **RECOMMENDATION NO. 13 SICK LEAVE AND BEREAVEMENT LEAVE**

<u>Section 1.</u> a. Employees shall be eligible to use paid sick leave after thirty (30) 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 5% of all Regular Hours Paid:

37.5 Hour Workweek: 97.5 Hours (13 days)40 Hour Workweek: 104 Hours (13 days)

b. Effective the beginning of the 2012 leave calendar year, employees shall be eligible to use paid sick leave after 30 calendar days of service with the Employer. Employees shall earn sick leave as of their date of hire in accordance with the following schedule:

#### Maximum Sick Leave Entitlement Per Year

Sick Leave will be earned at the rate of 4.24% of all Regular Hours Paid:

37.5 Hr. Workweek: 82.5 Hrs. (11 days) 40 Hr. Workweek: 88 Hrs. (11 days)

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

<u>Section 2.</u> Employees shall earn sick leave from their date of hire and may accumulate sick leave up to a maximum of 300 days (2250 or 2400 hours).

<u>Section 3.</u> A doctor's certificate is required for an absence from work due to sickness for three or more consecutive days. For absences of less than three days, a doctor's certificate may be required where in the opinion of the Employer, the employee has been abusing the sick leave privilege. The total circumstances of an employee's use of sick leave rather than a numerical formula shall be the basis upon which the Employer's final determination is made that the employee is abusing sick leave. Discipline based upon patterns of sick leave use will be treated under the basic concepts of just cause. Seasonal employees (those who work from Memorial Day through Labor Day) in the Bureau of State Parks, Department of Conservation and Natural Resources, shall provide satisfactory proof of all illness in order to be granted sick leave.

<u>Section 4.</u> Where sickness in the immediate family requires the employee's absence from work, employees may use not more than five (5) days of such sick leave entitlement in each calendar year for that purpose. Immediate family for the purposes of this Section is defined as the following persons: husband, wife, domestic partner, 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 in accordance with Section 3 above.

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

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

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

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

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

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

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

<u>Section 6.</u> Employees may use up to five days of sick leave for the death of a spouse, domestic partner, parent, step-parent, child, or step-child or the child of a domestic partner 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 or the following relatives of the employee's domestic partner: parent, brother, sister, grandparent or grandchild.

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

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

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

(1) Superannuation retirement with at least five (5) years of credited service in the State and/or Public School Retirement Systems, or

(2) Disability retirement, which requires at least five (5) years of credited service in the State and/or Public School Retirement Systems, or

(3) Other retirement with at least twenty-five (25) years of credited service in the State and/or Public School Retirement Systems, or

(4) After seven (7) years of service, death prior to retirement or separation from service except as provided in Section 8.

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

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

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

<u>Section 8.</u> When an employee dies as the result of a work-related accident, the Employer 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 Employer will pay 30% of the employee's unused sick leave to 90 days. Such payment shall not be made for part days of accumulated sick leave.

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

<u>Section 10.</u> Employees on leave without pay to attend official union conventions or conferences in accordance with Recommendation 16, Section 3, shall have that time included in regular hours paid for the purpose of earning sick leave entitlement in accordance with Section 1 above.

<u>Section 11.</u> 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 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 anticipating sick leave.

<u>Section 12.</u> 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.

<u>Section 13.</u> 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 10, Sections 1.a., 1.b., 1.c., 1.d. and 1.e. 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 16; and paid and unpaid leave used for work-related injuries shall count as sick leave for this section. This Section will become effective during the first pay period of the 2012 leave calendar year with the first day granted to eligible employees in leave calendar year 2013.

<u>Section 14.</u> 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. 14 CIVIL LEAVE

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

a. Who have not volunteered for jury duty and are called for jury duty

or

b. Who are not a party in a civil or criminal court proceeding, but are subpoenaed as a witness to attend such a court proceeding to fulfill their civic duty or serve in the interest of their employing department. However, an employee in this unit who is requested to appear in a court or hearing as a result of their performance of official duties for a secondary employer, which is not a civil duty or serving in the interest of their employing department, shall not be granted civil leave and shall appear on their own time which may be charged to annual or personal leave. If leave is not available, leave without pay for such purpose shall be granted.

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

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

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

<u>Section 2.</u> 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, Workers' 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.

<u>Section 3.</u> 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.

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

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

## RECOMMENDATION NO. 15 MILITARY LEAVE

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

## Section 1. Military Leave

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

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

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

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

## Section 2. Pennsylvania National Guard

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

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

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

c. Military leaves with compensation shall also be granted to members of the Pennsylvania National Guard on all working days during which, as members of the Pennsylvania National Guard, they shall be engaged in the active service of the Commonwealth as ordered by the Governor when an emergency in the Commonwealth occurs or is threatened, or when tumult, riot or disaster shall exist or is imminent. The rate of compensation for a military leave day shall be the employee's regular rate of compensation for the employee's regular classification.

Section 3. General

a. Employees 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 4. Granting, Duration and Expiration

- a. Military leave without pay must be granted for the following military services:
  - (1) For all active duty (including full-time National Guard duty).
  - (2) For initial active duty for training.
  - (3) For other active or inactive military training duty. Employees who volunteer for additional duty not required as part of routine 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.

- 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 circumstances.

## Section 5. 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 employment, provided the following are met:

a. The employee is capable of performing the essential functions of the position.

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

# Section 6. Seniority Rights

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

# Section 7. Retirement Rights

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

# Section 8. Loss of Benefits

Employees who are separated from the service by a discharge under other than honorable conditions, bad conduct, or dishonorable discharge shall not be entitled to any of the benefits of Section 3 through Section 9 of the Recommendation (relating to military leaves without pay) except such vested rights as they may have acquired thereto by virtue of payments made into their retirement accounts.

# Section 9. Physical Examination

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

<u>Section 10.</u> 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.

# **RECOMMENDATION NO. 16 LEAVES OF ABSENCE WITHOUT PAY**

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

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

<u>Section 3.</u> Union officials or elected delegates shall be granted up to six (6) weeks leave without pay each year without loss of seniority credit where such time is necessary to enable them to attend official union conventions, conferences, training seminars or other meetings of vital interest to the Union.

Employees who have been selected, elected or appointed as Union representatives or officials may be granted leave without pay for a maximum of 20 days per calendar year for the purpose of conducting Union business without loss of seniority credit.

Such leave is to be properly requested by the Union in writing to the Office of Administration, Bureau of Labor Relations, at least fourteen (14) calendar days in advance and will be granted subject to management's responsibility to maintain efficient operations.

Employees may use accrued annual or personal leave in lieu of leave without pay under this Section.

<u>Section 4.</u> After completing one year of service, an employee may be granted a leave of absence without pay at the sole discretion of the Employer for educational purposes. Such leave shall not exceed one year and shall not be granted more than once every four years.

<u>Section 5.</u> a. After completing one year of service, permanent employees shall be granted, upon written request, up to six months of sick leave without pay with benefits, on a rolling twelve month year basis, provided the employee has at least 1250 hours of actual work time within the twelve months preceding the commencement of the leave. If the illness or disability is due to a serious health condition as defined by the Family and Medical Leave Act, leave shall be granted for less than two consecutive weeks. The request, which shall be submitted in advance of the leave if circumstances permit, shall include proof of illness or disability in the form of a doctor's certificate which 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 twelve month year shall not be approved for periods less than two consecutive weeks.

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, or holiday leave is used, it also will run concurrently with and reduce such entitlement.

c. 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 17, Section 1.a., and family care leave without pay used under Recommendation 41, Section 1. Leave used under these Recommendations will be deducted from the six month entitlement and run concurrently.

d. After the employee has used an aggregate of six months of leave without pay with benefits under this Section, Recommendation 17, Section 1.a., and/or Recommendation 41 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 1250 hours of actual work time within the twelve month period preceding commencement of the leave.

e. The continuation of benefits under this Section is subject to the employee's payment of any required employee contribution under Recommendation 24, Section 3.

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

Upon request of the employee, an extension of up to an additional six months of Section 6. 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 such a position is not available, the employee shall be offered, during the remainder of the six-month period, any position in the same classification, in a lower classification in the same classification series, or a position previously held, within the same geographical/organizational limitation as the seniority unit, for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If the employee refuses an offer of a position in the same classification, the employee's rights under this Section shall terminate. If the employee accepts a position in a lower classification or a position previously held, the employee will be offered a position in the same classification if there is a vacancy in that classification during the remainder of the six-month period in the seniority unit, provided there are no seniority claims to the position, and the agency intends to fill the position.

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

<u>Section 7.</u> Upon the expiration of any approved leave of absence without pay, except as provided in Section 6 above, Recommendation 17, Section 3 and Recommendation 41, 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 28, Seniority.

<u>Section 8.</u> It is understood by both parties that the provisions of Sections 5, 6 and 7 are consistent with the Family and Medical Leave Act of 1993, 29 USC Section 2601 et seq.

<u>Section 9.</u> State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Recommendations 23 and 24 will continue for the period of time the employee is on sick leave without pay with benefits under Section 5 of this Recommendation.

## RECOMMENDATION NO. 17 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 rolling twelve month 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 16, Section 5.a., and family care leave without pay used under Recommendation 41, 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 16, Section 5.a., and/or Recommendation 41, 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 24, 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 leave shall begin whenever employees request on or after the birth, adoption or foster care placement. However, it may be used prior to the date of custody or placement, when required for the adoption or placement to proceed. No parental leave shall be granted beyond one year from the date of birth, 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 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, an employee shall have the right to return to the same position in the same classification held before going on parental leave, or to an equivalent position with regard to pay and skill.

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

### 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 shall continue to accrue during parental leave.

### Section 5. Annual, Personal, Sick, Compensatory and Holiday Leave

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, 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.

### Section 6. Benefits

State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Recommendations 23 and 24 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 and benefits while on parental leave are published through the Directives Management System (Reference Management Directive 530.30).

<u>Section 8.</u> It is understood by both parties that the provisions of this Recommendation are consistent with the Pennsylvania Human Relations Act, 43 P.S. Section 951 et seq. and the Family and Medical Leave Act of 1993, 29 USC Section 2601 et seq.

## RECOMMENDATION NO. 18 SALARIES AND WAGES

<u>Section 1.</u> Effective July 1, 2011, employees will continue to be paid in accordance with the October 1, 2010 Standard Pay Schedule in Appendix A.

<u>Section 2.</u> Effective July 1, 2012, each employee covered by this Memorandum who is in an active pay status shall receive a general pay increase of one percent (1.0%). This increase is reflected in the Standard Pay Schedule in Appendix B.

<u>Section 3.</u> Effective July 1, 2013, each employee covered by this Memorandum who is in an active pay status shall receive a general pay increase of one-half percent (0.5%). This increase is reflected in the Standard Pay Schedule in Appendix C.

<u>Section 4.</u> Effective January 1, 2014, each employee covered by this Memorandum who is in an active pay status shall receive a general pay increase of one-half percent (0.5%). This increase is reflected in the Standard Pay Schedule in Appendix D.

<u>Section 5.</u> Effective July 1, 2014, each employee covered by this Memorandum who is in an active pay status shall receive a general pay increase of two percent (2.0%). This increase is reflected in the Standard Pay Schedule in Appendix E.

<u>Section 6.</u> A permanent salaried employee whose salary exceeds the maximum of the employee's applicable pay scale group when the general pay increases outlined in Sections 3, 4 and 5 are effective shall receive the annual amount of the general pay increase in the form of a one-time cash payment rounded to the nearest dollar. The cash payment shall be paid no later than the next payday after the general pay increase is reflected in the paychecks of employees who are not above the maximum.

If an employee's rate of pay exceeds the maximum of the employee's applicable pay scale group before the general pay increase, but would not exceed the maximum after the general pay increase, the employee's rate shall be increased by an amount which will make it equal to the new maximum. The one-time cash payment for an employee in this situation shall be reduced by the amount of increase in the employee's annual rate of pay.

<u>Section 7.</u> a. 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.

b. The Commonwealth may hire employees at pay rates above the minimum rate of the assigned pay scale group. In such cases, the Office of Administration will notify UGSOA after it has approved the hiring above the minimum rate and before the above minimum appointments are made by the appointing authority.

<u>Section 8.</u> a. Employees covered by this Memorandum who have been employed continuously by the Commonwealth since April 30, 2012 will be eligible to receive a one step service increment effective on the first day of the first full pay period in April 2013.

b. Employees covered by this Memorandum who have been employed continuously by the Commonwealth since April 30, 2013 will be eligible to receive a one step service increment effective on the first day of the first full pay period in April 2014.

c. 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 Subsections a. and b., if they are in an active pay status on the effective date of the increments.

d. 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 Subsections a. and b., 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.

<u>Section 9.</u> 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 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.

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

<u>Section 10.</u> 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.

<u>Section 11.</u> An employee in an inactive pay status shall, upon return to active pay status, be entitled to the above general pay increases outlined in Sections 2, 3, 4 and 5; the cash payments outlined in Sections 6 and 8; and the service increments outlined in Section 8 where applicable.

<u>Section 12.</u> The salaries of employees shall be paid biweekly. In the event the payday occurs on a holiday, the preceding day shall be the payday.

<u>Section 13.</u> The policies regarding pay scale group revisions contained in the Commonwealth's Personnel Rules shall continue.

<u>Section 14.</u> All employees are required to sign up for direct deposit of paychecks and travel expense reimbursement.

## RECOMMENDATION NO. 19 OVERTIME

<u>Section 1.</u> 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 work day or in excess of 40 hours in any work week.

b. For employees of the Department of Public Welfare and the Department of Military and Veterans' Affairs, for any work in excess of eight hours in any one work day and in excess of 80 hours in any biweekly work schedule.

c. There shall be no duplication of premium pay for the same hours worked under the provisions of Subsections a. and b. of this Section.

<u>Section 2.</u> 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, except:
  - (1) Where the Employer exercises its option to pay for a holiday which occurs on an employee's day off in lieu of granting time off with pay or the employee consents to forego a day of paid leave.
  - (2) Where the employee is paid for compensatory time earned as a result of working a holiday.
- d. Annual leave.
- e. Compensatory leave; to be included in the period of occurrence for the purpose of computing overtime.
- f. Personal leave day.
- g. Sick leave.
- h. Administrative leave.

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

a. An employee on a five-day-per-week schedule shall be paid double time for hours worked on the second scheduled day off in the work week provided the employees are in an active pay status on their five (5) regularly scheduled work days and work their first scheduled day off in the work week. If such employees are in an active pay status their next five (5) regularly scheduled work days and work their next scheduled day off or their next two (2) scheduled days off, they shall be paid double time for hours worked on those days.

Employees whose work schedules consists of any ten (10) days within a b. consecutive fourteen (14) calendar day period as provided in Recommendation 5, Section 1, shall be paid double time for the second and fourth scheduled days off work; provided, in order to be eligible for double time on the second day off, the employee must be in an active pay status the first five (5) regularly scheduled work days and work the first scheduled day off in the normal biweekly work period and, in order to be eligible for double time on the fourth day off, the employee must be in an active pay status the second five (5) regularly scheduled work days and work the third scheduled day off in the normal biweekly work period. An employee on this work schedule shall be paid double time for the third scheduled day off; provided, in order to be eligible for double time on the third day off, the employee must be in an active pay status the first five (5) regularly scheduled work days and the second five (5) regularly scheduled work days and work the first and second scheduled days off in the normal biweekly work period. An employee who has been paid double time for the fourth scheduled day off shall be paid double time for all subsequent consecutive scheduled days off worked provided the employee is in an active pay status the first five (5) regularly scheduled work days in the normal biweekly work period, if the first or first and second scheduled days off are worked, and the employee is in an active pay status the second five (5) regularly scheduled work days in the normal biweekly work period, if the third or third and fourth scheduled days off are worked.

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

<u>Section 4.</u> By mutual agreement between the Employer, the Union and the employee involved, compensatory time at the appropriate rate may be granted in lieu of premium overtime pay. Such compensatory time is to be granted within the one hundred twenty (120) calendar day period succeeding the date on which the overtime is worked. The compensatory time off shall be scheduled for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the compensatory time is not granted within this time period, the employee shall be compensated at the appropriate rate of pay in lieu of paid time off. By mutual consent of the Employer and employee involved, such scheduling period may be extended an additional thirty (30) calendar days.

<u>Section 5.</u> The Employer will attempt to equalize overtime during each one-half calendar year between or among the employees within the same job classification within each equalization unit who have previously stated in writing a willingness to accept overtime assignments. When the need for overtime occurs, the Employer shall first seek to obtain volunteers for the performance of the overtime work among those employees who have stated a willingness to work overtime. In the event that there is an insufficient number of volunteers, the Employer shall have the right to assign such work on a non-volunteer basis beginning with the least senior of those employees who has had the least assigned overtime on a non-volunteer basis during that period. Nothing in this Section shall require the Employer to accept as a volunteer or to assign overtime to an employee where the employee would be entitled to double time for such overtime work.

When voluntary overtime is offered by phone and an employee cannot be reached, the employer will leave a message or document the call on a call log (when a messaging system is unavailable). An employee who does not return the call within ten (10) minutes will be considered "unavailable" and will be credited the overtime for equalization purposes. However, if an employee who was considered "unavailable" returns a call after the overtime assignment is no longer available, such employee will not be credited with the overtime for equalization purposes.

An employee declining overtime shall be credited with the overtime worked by the employee accepting or assigned to the overtime for equalization purposes. Employees may be passed over in order to comply with the equalization requirements.

An employee submitting a written statement of willingness to work overtime or withdrawing the written statement of willingness to work overtime after the beginning of a six-month equalization period shall be credited for equalization purposes with an amount of overtime equal to the maximum amount of credited overtime held by an employee in the same classification in the equalization unit at the time of submitting or withdrawing the statement. This Paragraph shall be superseded by any existing or subsequent procedure mutually agreed upon in writing by the Employer and the Union at an agency, institutional or local agency level.

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

Equalization units may be changed by a memorandum between the parties. If either party requests a change to an established equalization unit, the matter shall be discussed at labor-management meetings at appropriate local levels. If agreement is not reached, either party can request that an unresolved equalization unit issue within a particular department or agency be submitted to a committee consisting of a representative of the Union Executive Board, a representative of UGSOA International and representatives of the Office of Administration and the department or agency. These representatives may participate in committee proceedings via conference call. The Committee will determine the applicable equalization units through meet and discuss.

A person in the bargaining unit represented by the Union who is temporarily assigned to a position covered by this Memorandum will have their overtime equalized with other appropriate persons in the temporarily assigned classification in this unit during the temporary assignment. In this situation, the person will be credited with the maximum amount of credited overtime held by an employee in the same classification in the equalization unit at the time the person begins the temporary assignment and/or at the time the person ends the temporary assignment.

<u>Section 6.</u> Employees who are required to remain on duty during meal periods shall be compensated for these periods at the appropriate rate of pay. Employees who are not permitted to take rest periods during their regular shifts shall have that time counted as time worked in addition to that which is provided for in Section 2.

<u>Section 7.</u> Payment for overtime is to be made on the pay day of the first pay period following the pay period in which the overtime is worked. For the purpose of this Section, and in the determination of this time, pay periods will be considered as after-the-fact.

<u>Section 8.</u> There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Memorandum for the same hours worked. Time worked on holidays during an employee's regular shift shall not be excluded from hours worked for the purpose of determining eligibility for overtime pay under Section 1 of this Recommendation.

<u>Section 9.</u> 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. 20 SHIFT DIFFERENTIAL

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

<u>Section 2.</u> Employees who work overtime on their shift as described in Section 1 or who work not less than a full 7.5 or 8 hour shift which begins before 6:00 a.m. or at or after 12:00 noon on a day other than a scheduled work day will receive the shift differential for each non-premium hour worked and will have the shift differential included in the base rate for the purpose of computing the appropriate overtime premium rate. An employee who works overtime after or before a scheduled shift for which shift differential is not applicable, whether or not the overtime work is for a full 7.5 or 8 hour shift, shall not receive shift differential or have it included in the base rate for computing the overtime premium rate.

## RECOMMENDATION NO. 21 CALL TIME

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.

## RECOMMENDATION NO. 22 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 twenty-five percent (25%) of their regular base pay for such standby time or receive compensatory time off equivalent to twenty-five percent (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 the employee is being paid for call time.

## RECOMMENDATION NO. 23 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. The amount will be reduced to 65% on the date the insured individual reaches age 70 and to 50% on the date the insured individual reaches age 75.

<u>Section 2.</u> a. Permanent employees who are granted sick leave without pay, parental leave without pay, or family care leave without pay will continue to receive 100% State-paid coverage under the current life insurance plan for up to six months. Permanent employees who are on sick, parental, or family care leave without pay for longer than six 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 or 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.

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

c. Permanent employees who are regularly placed on leave without pay for one to three months every year due to cyclical work schedules or weather conditions will continue to receive 100% State-paid coverage for the period they are on leave. If the leave extends beyond the regular leave period, employees may remain in the program for up to one year by paying the entire premium.

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

#### RECOMMENDATION NO. 24 HEALTH BENEFITS

Section 1. Pennsylvania Employees Benefit Trust Fund

a. A jointly administered, multi-union, health and welfare Fund has been established under the provisions of an Agreement and Declaration of Trust executed by and between Council 13, American Federation of State, County and Municipal Employees, AFL-CIO and the Employer.

This jointly administered Fund is known as the Pennsylvania Employees Benefit Trust Fund (hereinafter Fund or PEBTF). The Fund shall conform to all existing and future Federal and Commonwealth statutes applicable to and controlling such Health and Welfare Fund.

Said Agreement and Declaration of Trust shall provide for equal representation on the Board of Trustees appointed by the Unions and the Employer. In addition, the Agreement and Declaration of Trust will allow the Fund to provide benefits to management level and retired employees, as well as employees represented by other unions and other employers in the Commonwealth of Pennsylvania.

b. The Board of Trustees of the Fund shall determine in their discretion and within the terms of this 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 amounts 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 of each fiscal year specified below:

September 2011 – June 2012	\$375 biweekly per employee
July 2012 – June 2013	\$390 biweekly per employee
July 2013 – June 2014	\$425 biweekly per employee
July 2014 – August 2014	\$455 biweekly per employee

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 rates.

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

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

- The first day of the quarter during which the average reserve would be less than three (3) months will be considered the "target date" for additional funding;
- 2. At least six (6) months prior to the target date, the Fund's actuary will review the projection and confirm that a funding adjustment is needed and the amount of such adjustment. If the need for a funding adjustment occurs in the first nine (9) months, this subparagraph shall not apply;
- 3. Should the Commonwealth not dispute the finding by the Fund's actuary that an adjustment is necessary, the Commonwealth will implement the funding adjustment at least ten (10) calendar days prior to the target date.

- 4. If either the Chairman of the Board, Secretary of the Board, any four (4) management or any four (4) union Trustees of the Board dispute the findings of the Fund's actuary, the Chairman and the Secretary of the Board of Trustees will select a neutral actuary within five (5) business days to resolve the dispute and will forward their respective positions and any supporting documentation to the neutral actuary within five (5) business days of such selection. The neutral actuary may communicate and ask questions of the Fund's actuary provided, however, if such communications occur, the Finance Committee will have access to the discussions.
- 5. The neutral actuary shall render a decision within 30 calendar days of the receipt of said positions/documentation, which decision will be final and binding on the parties and must be implemented within 10 (ten) business days of its receipt by the parties.
- 6. The adjustment must be sufficiently large so as to restore the size of the reserve to a minimum of three months within 30 days following the target date.
- 7. Once the reserve exceeds the three (3) month equivalent, the contribution rate shall be reduced to the amount provided under this Section unless the parties agree that a new rate is necessary to maintain a three (3) month reserve.
- 8. It is understood and agreed to by the parties that the process outlined above is designed to ensure adequate funding for the PEBTF and not intended to place the financial status of the Fund in jeopardy.

e. The Employer shall make aggregate payments of Employer contributions together with an itemized statement to the Fund within one month from the end of the month in which the contributions were collected.

f. All benefits extended by the Fund must be designed to be excludable from the "regular rate" definition of the Fair Labor Standards Act, unless hereinafter required by federal law to be included.

g. No dispute over eligibility for benefits or over a claim for any benefits extended by the Fund shall be subject to the grievance procedure established in any Memorandum, except as otherwise specifically provided within this Recommendation. h. It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be hereby charged with any responsibility in any manner connected with the determination of liability to any employee claiming any of the benefits extended by the Fund. It is expressly agreed that the Employer's liability, in any and every event, with respect to benefits extended by the Fund shall be limited to the contributions indicated under Subsections c. and d. above.

<u>Section 2.</u> 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, respectively.

<u>Section 3.</u> 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:

September 2011 – June 2012	3.0%
July 2012 – June 2013	3.0%
July 2013 – June 2014	3.0%
July 2014 – August 2014	5.0%

Employee contributions shall be effective the first full pay period in July/September as applicable, of the periods specified above. 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:

	Employee	Employee
Waiver	contribution	contribution
<u>Amount</u>	with Waiver	without Waiver
1.5%	1.5%	3.0%
1.5%	1.5%	3.0%
1.5%	1.5%	3.0%
3.0%	2.0%	5.0%
	<u>Amount</u> 1.5% 1.5% 1.5%	Waiver         contribution <u>Amount</u> with Waiver           1.5%         1.5%           1.5%         1.5%           1.5%         1.5%

Employee Contribution Waivers shall be effective the first full pay period in July/September as applicable, of the periods specified above.

c. There will be 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 3.a.
  - (2) After completing six (6) months of employment, the employee and his/her qualifying dependents will be eligible for coverage under the Fund's supplemental benefits, and the employee will be permitted to cover his/her qualifying dependents under the least costly medical plan at no additional cost. If a more costly medical plan is selected, the employee will be required to pay the cost difference between the least costly and more costly plan, in addition to the employee contribution required under Section 3.a.
  - (3) Nothing herein shall be construed to limit the authority of the Board of Trustees to modify or adopt these or other eligibility rules.

e. Only employees who elect to enroll for PEBTF coverage, including those who enroll only for supplemental benefits, are subject to the employee contributions in this 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.

<u>Section 4.</u> a. Permanent employees who are granted sick leave without pay (Recommendation 16) parental leave without pay (Recommendation 17) or family care leave without pay (Recommendation 41) 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. Except as provided in c. below, 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. Permanent full-time employees and permanent part-time employees who are eligible for benefits and who are regularly placed on leave without pay for one to three months every year due to cyclical work schedules or weather conditions will continue to receive benefits as determined and extended by the Fund for the period they are on leave. If the leave extends beyond the regular leave period, employees 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.

d. 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 a. or c. and 50% contributions for permanent part-time employees for the period of time for which they are entitled to benefits under Subsection a. or c.

e. 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.

<u>Section 6.</u> 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.

Effective January 1, 2012, the annual retiree contribution rate during the term of this agreement for employees who retire on or after July 1, 2011 shall be three (3) percent of the employee's final average salary at the time of retirement, as determined by the methodology utilized by the State Employees' Retirement System to calculate pension benefits, and will be payable monthly at the rate of one-twelfth of the annual retiree contribution rate. Effective January 1, 2012, 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, effective January 1, 2012, the annual retiree contribution rate for all present and future Medicare eligible retirees who have a contribution rate of three (3) percent will be reduced to one-and-one-half (1.5) percent of the appropriate base (final gross annual salary or final average salary) when a retiree becomes eligible for Medicare coverage, and will be payable monthly at the rate of onetwelfth of the annual retiree contribution rate.

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

e. The Employer shall continue to pay the cost of coverage, subject to the required retiree contribution rates, for annuitants who retire under (1), (2), (3), (4) 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 retired on or after July 1, 2008) in the State and/or Public School Retirement Systems, except that:
  - (a) an employee who leaves State employment prior to superannuation age and subsequently retires at or after superannuation age must have 25 years of credited service in the State and/or Public School Retirement Systems,
  - (b) an employee who is furloughed prior to superannuation age and subsequently retires at or after superannuation age during the recall period must have 15 or more years of credited service (20 or more years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems,
  - (c) an employee who leaves State employment prior to superannuation age and is subsequently rehired and then retires at or after superannuation age must have 15 or more years of credited service (20 or more years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the REHP prior to the most recent rehire period, this three year requirement will not apply.
  - (d) an employee who leaves State employment subsequent to superannuation age and is subsequently rehired and then retires must have 15 or more years of credited service (20 or more years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the REHP prior to the most recent rehire period, this three year requirement will not apply.

- (2) Disability retirement, which requires at least five years of credited service in the State and/or Public School Retirement Systems, except that, if an employee had previously qualified based on an approved disability retirement, then returns and retires under a normal or early retirement, he or she must retire at or after superannuation age with 15 or more years of credited service (20 or more years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems or 25 years of credited service in the State and/or Public School Retirement Systems or
- (3) Other retirement with at least 25 years of credited service in the State and/or Public School Retirement Systems, except that an employee who leaves State employment, is subsequently rehired and retires must have at least 25 years of credited service in the State and/or Public School Retirement Systems with at least three years of credited service from the most recent date of reemployment. However, if the departure from employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the REHP prior to the most recent rehire period, this three year requirement will not apply.
- (4) All employees who had at least 15 years of credited service as of June 30, 2008, or who had 13 years of credited service and were within one year of superannuation age as of June 30, 2008, whether it had been purchased as of that date or was eligible to be purchased as of that date, shall be eligible to elect REHP coverage upon reaching superannuation age with 15 years of credited service rather than 20. The three-year rehire rule will not apply to such employees.
- (5) For 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.

<u>Section 7.</u> 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.

<u>Section 8</u>. 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. 25** 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 under the operation of the Workers' Compensation Program, shall be entitled to use accumulated sick, annual, or personal leave or injury leave without pay. While using accumulated leave, the employee will be paid a supplement to workers' compensation of full pay reduced by an amount that yields a net pay, including workers' compensation and social security disability benefits, that is equal to the employee's net pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, state, and local withholding, unemployment compensation tax, and social security and retirement contributions. One full day of accumulated leave (7.5 or 8 hours as appropriate) will be charged for each day the supplement is paid. Accumulated leave and injury leave without pay may be used for an aggregate of twelve (12) months or for the duration of the disability, whichever is the lesser, except that, if only accumulated leave is used, it may be used beyond 12 months until exhausted or until the disability ceases, whichever occurs sooner. In no case, however, will the aggregate of 12 months extend beyond two years from the date the injury occurred. If no leave is available under this Section, the provisions of Section 13 may apply.

For temporary employees, accumulated leave and injury leave without pay shall be available for up to an aggregate of twelve (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 twelve (12) months extend beyond two (2) 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.

<u>Section 2.</u> 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.

<u>Section 3.</u> 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.

<u>Section 4.</u> 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 benefits.

<u>Section 5.</u> 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.

<u>Section 6.</u> State-paid coverage for life insurance, and state payments toward coverage for health benefits as provided in Recommendations 23 and 24, will continue for the period of time that the employee is on leave under Sections 1 and 13.

<u>Section 7.</u> 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 two 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 28, Seniority. This guarantee expires if the disability ceases prior to the expiration of the two 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 13, where applicable, and the end of the guarantee in this Section, the employee will be on leave without pay.

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

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

<u>Section 9.</u> 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 10, 12, and 13. If no paid leave is available, an employee may use leave without pay. Each absence shall not exceed the minimum amount of time necessary to obtain the medical treatment. Employees shall make reasonable efforts to schedule medical appointments during non-work hours or at times that will minimize absence from work. Verification of the length of the medical appointment may be required. This Section is not applicable to any absence for which workers' compensation is payable. When workers' compensation is payable, the provisions of Section 1 shall apply.

<u>Section 10.</u> Sections 4, 6 and 8 of this Recommendation shall not apply to temporary employees.

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

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

<u>Section 12.</u> Sections 1 through 11, and 13 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.

<u>Section 13.</u> An employee who is disabled due to a recurrence of a work-related injury after two years from the date the injury occurred, or before two 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.

<u>Section 14.</u> It is understood by both parties that the provisions of this Recommendation are consistent with the Family and Medical Leave Act of 1993, USC Section 2601 et seq. and that leave granted in accordance with Sections 1 and 13 shall be designated as leave under the provisions of the Act.

<u>Section 15.</u> 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. Section 951 et seq.

## RECOMMENDATION NO. 26 CLASSIFICATION

<u>Section 1.</u> The position classification plan, as established and maintained by the Employer consists of a schedule of classification titles with classification specifications for each classification which define and describe representative duties and responsibilities and set forth the minimum requirements and qualifications essential to the work of the classification. Only in those instances where there is a substantial change in permanent job duties or job content which justifies a change in job classification, the employees may process an appeal for reallocation of their position up to and including Step 4 of the grievance procedure as set forth in Recommendation 36.

When employees submit a grievance in Step 1, they shall attach to the grievance a description of the job. Determinations prior to Step 4 of Section 2 of Recommendation 36, can be reversed by the Employer.

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

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

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

<u>Section 2.</u> Management recognizes that the primary duty and responsibility of employees in this unit is related to security/police work. 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 ten full 1/2 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 1/2 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 ten full 1/2 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 ten full 1/2 cumulative days in a quarter. Once the requirement for the ten full 1/2 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.

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.

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. The failure of the employee to provide the required information will not affect the validity of the grievance. The decision of the Employer shall be final, binding and determinative of these issues.

## **RECOMMENDATION NO. 27** DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

<u>Section 1.</u> The Employer shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. An employee may appeal a disciplinary demotion, suspension, or discharge beginning at the third step of the grievance procedure contained in Recommendation 36, within fifteen (15) working days of the date of its occurrence, and subject to any conditions set forth in the grievance procedure under Recommendation 36. The President of the Local shall be notified promptly by certified letter of any disciplinary demotion, suspension or discharge. 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 in Step 3 of Section 2 of Recommendation 36 Grievances.

<u>Section 2.</u> 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.

<u>Section 3.</u> 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 agreement between the Employer and 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.

A temporary employee who receives a permanent position through the process set forth in Recommendation 28, Section 20 shall serve a 180 calendar day probationary period in the permanent position in accordance with the provisions of this Section.

<u>Section 4.</u> 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.

<u>Section 5.</u> The Alternative Discipline Program will be applied to disciplinary actions that would normally arise from situations involving time and attendance infractions and/or work performance problems. The following guidelines will be used in determining the areas of applicability:

- 1. <u>Time and Attendance</u>
  - 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.

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

- 1. <u>Level 1 Letter</u>: 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 continue to provide the Union with a copy of this letter in accordance with Section 1 of this Article.
- 2. <u>Level 2 Letter</u>: 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 continue to provide the Union with a copy of this letter in accordance with Section 1 of this Article.

This 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 that do not readily lend themselves to the Alternative Discipline Program. These situations could include, among others, occasions where the circumstances of the 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 Union in accordance with Section 1 of this Recommendation.

## RECOMMENDATION NO. 28 SENIORITY

<u>Section 1.</u> Under the terms of this Memorandum, the term "seniority" means a preferred position for specific purposes which one employee within a seniority unit may have over another employee within the seniority unit because of a greater length of service.

a. Classification seniority standing for the purpose of promotion shall be determined by the length of unbroken (as defined in Section 2) service with the Employer in the employee's current classification.

b. Supervisory Unit seniority standing for the purpose of furlough shall be determined by the length of unbroken (as defined in Section 2) service with the Employer in classifications in this Supervisory Unit.

c. Employees who served in the Armed Forces of the United States during periods of war in which the United States was or is engaged as listed below shall be responsible for providing proof of military service to their human resource officer within sixty (60) days of their first day of work or 60 days after discharge or release from active duty during a current period of war in order to receive seniority credit in accordance with the Veteran's Preference Act 51 Pa. C.S. 7101. When the Employer determines that a furlough is necessary and there is no proof of military service in an employee's personnel file, the Employer shall not be held liable for any pay or benefits for any affected employees for a period of 30 days after the notice has been provided.

Applicable periods of war are as follows:

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

d. 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 pay period plus the number of hours of military leave without pay, leave without pay for union business in accordance with Recommendation 16, Section 3; leave without pay for work-related injuries in accordance with Recommendation 25; sick leave without pay in accordance with Recommendation 16, Section 5; parental leave without pay in accordance with Recommendation 17, Section 2; and Family Care Leave without Pay in accordance with Recommendation 41 will be accumulated. This total number of hours will be divided by 7.5 or 8 as applicable and rounded up to the next higher day. The result will be added to the employee's accumulated total.

<u>Section 2.</u> 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 Supervisory Unit and Classification seniority. If an employee is returned within one (1) year after such break in service, the employee shall be entitled to credit for seniority purposes the time accrued up to the time break in service.

A furloughed employee who applies for and receives retirement benefits from the State Employees' Retirement Board shall forfeit all recall/placement rights as provided by Sections 9 and 18 of this Recommendation as of the date of the approval of benefits by the State Employees' Retirement Board.

<u>Section 3.</u> Seniority lists shall be prepared for each seniority group and revised where necessary every six (6) months. Appropriate seniority dates shall be shown thereon to permit application of various seniority provisions. Such lists shall be posted on the appropriate bulletin boards. Seniority lists shall be provided to the President and Secretary/Treasurer of the Local upon request not more than once every six (6) months. Grievances alleging a violation of this Section may be appealed directly to Step 3 of Section 2 of the grievance procedure contained in Recommendation 36.

<u>Section 4.</u> The Employer agrees to post all vacancies which are to be filled within the supervisory unit at appropriate work locations for at least fifteen (15) calendar days prior to filling, unless an emergency requires a lesser period of time. Entrance level vacancies will be posted for at least five (5) calendar days prior to filling, unless an emergency requires a lesser period of time.

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

a. Employees in the classification immediately below the vacancy within the seniority unit wishing to bid for such vacancy shall submit to the Employer their name on a bidding form available from an agency office specified on the posting. Employees must submit a bid within the time period specified on the posting.

b. Where it is determined that skill and ability are relatively equal among the bidding employees in the classification immediately below the vacancy within the seniority unit, the vacancy shall be filled by promoting the employee with the greatest Classification seniority except in the following instances:

(1) Where it is necessary to comply with the provisions of applicable law and rules relating to the Commonwealth's Equal Employment Opportunity Program.

(2) Where the job involved requires highly specialized skill, training and expertise and there are no employees in the classification immediately below the vacancy who possess such qualifications.

(3) Whenever a position is reclassified upward to correct an improper classification or to reflect an accretion of duties or reorganization of duties, then the incumbent shall be awarded the higher position.

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

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

a. Employees in the classification immediately below the vacancy within the seniority unit wishing to bid for such a vacancy shall submit their name to the Employer on a bidding form available from an agency office specified on the posting. Employees must submit a bid within the time period specified on the posting.

b. When a vacancy is filled without examination and where it is determined that skill and ability are relatively equal among the bidding employees in the classification immediately below the vacancy within the seniority unit, the vacancy shall be filled by promoting the employee with the greatest Classification seniority subject to the exceptions noted in Subsections (1), (2), and (3) in Section 5.b. of this Recommendation. c. When a vacancy is filled by examination within a seniority unit, the bidding employee with the greatest Classification seniority in the classification immediately below the vacancy who is within five (5) points of the seniority unit employee with the highest score shall be promoted unless a person outside the seniority unit receives a grade placing the person ten (10) points or more higher than the seniority unit employee with the highest score in which instance the person from outside the seniority unit may be appointed. An example of a five-point range would be 85-90, inclusive. An example of a 10-point range would be 80-90, inclusive. This Section is subject to the exceptions as set forth for non-civil service employees under Subsections (1), (2) and (3) of Section 5.b. of this Recommendation. For the purpose of this Section, persons outside the seniority unit whose names appear on the civil service list are not required to submit a bid in order to be considered for the vacancy.

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

<u>Section 7.</u> When the Employer determines that a furlough is necessary within a seniority unit, employees will be furloughed in the inverse order of Supervisory Unit seniority. Employees affected by furlough who have the requisite seniority and skill and ability shall bump laterally or down in the following manner:

a. If an employee is affected by furlough, the employee shall bump down into the next lower classification within the classification series within the same geographical and organizational limitation as the seniority unit, provided the employee has more Supervisory Unit seniority than the employee with the least Supervisory Unit seniority in that classification and has the requisite skill and ability. If such a bump is not available, the employee shall bump into any other lower classification in the same classification series using the same procedure.

b. If the affected employee is unable under Subsection a. above to bump into a lower classification the employee shall bump laterally or down into any other classification previously held within the supervisory unit but within the same geographical and organizational limitation as the seniority unit, using the seniority procedure specified in a. above. If such a bump is not available, the employee shall bump into any other lower classification in the classification series of the position previously held using the same procedure.

c. If the affected employee is unable to bump into any position as provided in Subsections a. and b. above, the employee shall be furloughed. For the purpose of bumping, permanent full-time employees shall have bumping rights to full-time and part-time positions. Permanent part-time employees shall have bumping rights to part-time positions only.

d. Where the need for furlough can be reasonably anticipated, the Employer will notify the Union one (1) month in advance of any impending furlough.

<u>Section 8.</u> Before any furlough is implemented in a classification in the classified service in a seniority unit, all emergency employees will be separated before any temporary employees; 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 are furloughed.

Before any furlough is implemented in a non-civil service classification in a seniority unit, the Employer shall separate all temporary employees before any permanent employees are furloughed.

<u>Section 9.</u> The Employer shall establish a recall list by classification series using the same geographical and organizational limitation as the seniority unit in which the furlough occurred for those employees furloughed under Section 7 of this Recommendation in the inverse order of seniority.

a. Employees on such recall lists shall have rights to a position in a classification within the seniority unit from which they were furloughed or to any lower-level classification in the same classification series in the same geographical and organizational limitation as the seniority unit in which the furlough occurred provided they have the requisite seniority and skill and ability.

b. Such recall lists will remain in effect for a furloughed employee for a period of two (2) years after the effective date of the furlough.

c. In the event an employee on a recall list refuses an offer of employment in a lower classification for which the employee has seniority rights, the employee shall forfeit recall rights to such a classification; if the employee refuses an offer of employment in the classification from which the employee was initially furloughed, the employee shall forfeit all recall rights.

d. During the period that an employee is on a recall list, the employee shall keep the Employer informed of any changes in address. The Employer shall not be held liable if an employee is not offered recall because of failure to notify the Employer of a change of address.

e. The recall period of a furloughed employee who, during the recall period, returns to the furloughing agency's payroll in a temporary capacity shall be extended by the amount of time the employee serves in the temporary capacity.

f. A furloughed employee who, during a recall period, returns to the Employer's payroll in a temporary capacity shall upon recall from the furlough to permanent employment, be credited with seniority for the amount of time spent in the temporary capacity.

g. A furloughed employee who, during a recall period, returns to the Employer's payroll in a temporary capacity shall be eligible for all benefits enjoyed by permanent employees, provided other applicable eligibility requirements are met.

h. Permanent part-time employees shall only have recall rights to part-time positions (permanent or temporary).

<u>Section 10.</u> Employees desiring to transfer to other positions shall submit a written request to their immediate supervisor stating the reasons for the requested transfer. If the Employer in its sole discretion agrees to such transfer, the employee shall be entitled to maintain whatever seniority rights that are appropriate.

<u>Section 11.</u> In making shift assignments to shift openings, preference shall be granted on a seniority basis unless the Employer feels it is necessary to assign otherwise in order to protect the efficiency of operation. Seniority status in this regard shall be Classification seniority.

The Employer agrees to meet and discuss at the request of the Union at the local level regarding the issue of periodic shift preference bidding.

<u>Section 12.</u> The probationary period for promotions shall be 180 calendar days in length and the provisions of Recommendation 27, Section 1 shall not be applicable if an employee is demoted within that time for failure to successfully complete the probationary period. In such case, employees shall have the right to return to their former classification during this period. Periods of leave without pay and periods during which an employee is using paid leave to supplement workers' compensation shall not count toward the promotional probationary period or any extension period.

<u>Section 13.</u> For the purpose of furlough only, the local president, financial secretary, and union stewards shall have superseniority. It is clearly understood and agreed that this Section shall not become effective until the Employer and the Union have reached agreement as to the number of union stewards who will be granted the privilege of this Section. Within 30 days of the date of agreement on the number of stewards, the Union shall provide the Employer with a list of all employees who have been granted superseniority in accordance with the provisions of this Section. The list shall contain the employee's name, Union title, agency of employment, work location, and local union number. If Union elections result in a change to the list, the Union shall immediately notify the Employer. However, changes which have not been received by the Employer within 15 days of the effective date of a furlough will not affect the list in existence prior to the announcement of the furlough.

<u>Section 14.</u> Seniority unit means that group of employees in a classification within an affected institution, bureau, agency or department in a given geographic work area as listed in Appendix F.

<u>Section 15.</u> Only those grievances relating to Section 7 shall be subject to Arbitration, which shall be conducted by a panel of three members--one to be appointed by the Employer, one to be appointed by the Union, and the third to be selected by the Office of Administration, from a list of five (5) names to be mutually agreed upon by the Employer and the Union. Such third member shall not be affiliated, directly or indirectly, with any labor organization or be an employee of the Employer. The decision of the panel, hereinbefore described, shall be final and binding on the parties to this Memorandum. The panel shall meet as necessary for the purpose of adjusting grievances under this Section.

<u>Section 16.</u> When in the exercise of seniority rights provided hereunder, two or more employees are deemed relatively equal in skill and ability and have the same seniority, preferential rights shall be determined in favor of the employee with the lowest last four digits of his/her social security number.

<u>Section 17.</u> The provisions of this Recommendation relating to promotions and filling of vacancies shall not be applicable to entrance level classifications.

<u>Section 18.</u> If an employee is unable to execute a bump as provided by Recommendation 28, Section 7, and is placed on a furlough list, the Employer will attempt to place the employee in a budgeted, available, uncommitted vacancy in a classification covered by this Memorandum to which there are no seniority claims in the following manner:

a. Placement will be made to positions in classifications covered by this Memorandum to which an employee has bumping rights provided the employee possesses the requisite skill and ability.

b. Employees placed in vacancies which are not in the classification or classification series which an employee previously held will serve a 180 calendar day probationary period during which time the provisions of Recommendation 27, Section 1 shall not apply. Employees who are terminated for failure to successfully complete the probationary period shall retain recall rights under Section 9 of this Recommendation.

c. Geographic limitations for the application of this Section will be designated by the employee by completing a placement questionnaire. The employee may choose up to ten counties in which the employee would be available for employment or a statewide availability. In addition, the employee will complete an "Availability for Temporary Employment" questionnaire.

d. Placement will be made in order of Supervisory Unit seniority; however, employees with an earlier furlough date will be placed in vacancies before employees with a later furlough date.

e. Civil service employees will have placement rights to both civil service and non-civil service vacancies consistent with the requirements outlined in Subsection a. of this Section.

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

f. Employees will be offered placement in one vacant position. If an employee declines the offer of placement, the employee's rights under this Section cease. The furloughed employee shall retain recall rights as outlined in Recommendation 28, Section 9.

g. If an employee accepts an offer of placement under this Section, any other placement rights to which an employee may be entitled under this Section cease.

h. Employees placed in vacancies in the same classification from which furloughed or in vacancies in other classifications at the same pay scale group of the classification from which furloughed will lose recall rights outlined by Recommendation 28, Section 9. Those employees placed in a classification in a lower pay scale group will retain their recall rights under Recommendation 28, Section 9.

i. The provisions of this Section will be implemented at the time the employee's completed placement questionnaire is received by the central human resource office of the appropriate agency and will continue for six months after the employee has been furloughed. When the six month period has expired, an employee's rights under this Section cease. However, the employee will retain recall rights under Recommendation 28, Section 9, except as provided in Subsection h. The provisions of this Section will not be implemented on behalf of employees who do not return completed placement questionnaires.

Section 19. In the event of a furlough affecting employees who formerly occupied classifications within this meet and discuss unit, and who are not now in bargaining units represented by other employee organizations, such employees shall first bump laterally or downward into the classification occupied immediately prior to leaving this meet and discuss unit, or if such a bump is not available, then into any lower classification in the same classification series, provided the classification is within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring and provided that the employee has more Supervisory Unit seniority than the employee with the least amount of Supervisory Unit seniority in that classification and has the requisite skill and ability, and provided that the employee has not had a break in service as defined in Section 2 since leaving the meet and discuss unit. If a position cannot be obtained in this manner, the same procedure will be repeated for any position previously held within this meet and discuss unit or if such a bump is not available then into any lower classification in the same classification series, provided the classification is within the same geographical and organizational limitation as the seniority unit in which the furlough is occurring. Supervisory Unit and Classification seniority previously earned shall accrue to the employee upon return to the meet and discuss unit. Seniority earned by the employee while outside of this meet and discuss unit shall not accrue to the employee upon movement back to the meet and discuss unit.

<u>Section 20.</u> Permanent part-time employees will have the right to use their seniority to bid and be selected for permanent full-time vacancies that occur in the same classification within the same seniority unit. The seniority criteria of Sections 5 and 6 of this Recommendation will be applicable.

Temporary employees will have the right to bid and be selected for permanent vacancies that occur in the same or lower level classification within the class series within the seniority unit. The seniority criteria of Sections 5 and 6 of this Recommendation will be applicable.

## **RECOMMENDATION NO. 29 UNIFORMS, CLOTHING AND EQUIPMENT**

<u>Section 1.</u> The Employer shall provide any device, apparel, or equipment necessary to protect employees from injury in accordance with the practice now prevailing. Where the Employer requires the use of special equipment, materials, devices, or apparel the Employer agrees to supply the same.

Where uniforms are required by the Employer and for as long as they may be required, the Employer agrees to furnish uniforms or replacement of such uniforms or part of such uniforms where normal wear and tear reasonably necessitate replacement.

Where footwear is currently being provided, the Employer agrees to continue such practice for the life of this Memorandum.

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

## RECOMMENDATION NO. 30 DISCRIMINATION

<u>Section 1.</u> 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, sexual orientation, or AIDS or HIV status in the application of this Memorandum.

<u>Section 2.</u> Employees shall be treated in a respectful manner which does not embarrass them or demean their dignity. The appropriate forum for addressing incidents which are at variance with this principle shall be local meet and discuss.

## RECOMMENDATION NO. 31 UNION BUSINESS

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

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

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

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

## RECOMMENDATION NO. 32 SPECIAL AND PART-TIME EMPLOYEES

<u>Section 1.</u> Present practices relating to part-time, irregularly scheduled, and specially classified employees shall remain in effect and may only be changed after a meet and discuss with the Union.

<u>Section 2.</u> Employees referred to in Section 1 shall only be entitled to those fringe benefits presently received subject to any modifications to those specific fringe benefits provided for in the Memorandum and may only be changed after a meet and discuss with the Union. If prior fringe benefits were prorated, the modifications to those fringe benefits shall likewise be prorated. No additional fringe benefits shall accrue by virtue of this Memorandum.

## RECOMMENDATION NO. 33 PEACE AND STABILITY

<u>Section 1.</u> No employee shall engage in a strike as that term is defined in Article VI and XI of the Public Employe Relations Act.

<u>Section 2.</u> The Employer may summarily discipline, suspend, demote, or discharge any employee or employees who violate the provisions of Section 1 of this Recommendation.

# **RECOMMENDATION NO. 34 MISCELLANEOUS PROVISIONS**

<u>Section 1.</u> 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, meet and discuss on the subject matter involved in any invalid provision.

<u>Section 2.</u> In the event that any provision of this Memorandum requires legislative action to become effective, including but not limited to the amendment to existing statutes, the adoption of new legislation, or the granting of appropriations, it shall become effective only if such legislative action is taken. The parties, however, mutually agree to make recommendations to the Legislature which may be necessary to give force and effect to the provisions of this Memorandum.

<u>Section 3.</u> 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 Employe Relations Act.

<u>Section 4.</u> Ratings shall be completed by supervisors who are familiar with the work performance of the employee. This shall in no way affect review procedures.

<u>Section 5.</u> 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 2 of this Memorandum. Changes may be made by the Employer only after a meet and discuss with the Union.

<u>Section 6.</u> 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.

<u>Section 7.</u> Committees composed of representatives of the Union and the Employer are to be established at agency and appropriate local levels 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.

There shall be an official personnel file for each employee. The contents of an Section 8. employee's personnel file, excluding pre-employment information, are 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. The employee will also be permitted to make copies of any material in their official personnel folder at this time. 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 as to the contents of the personnel file, an employee shall have the right to submit a statement concerning any materials in their file and any such statement shall then become part of After a period of two years, a written reprimand or reference to an oral their personnel file. reprimand shall be removed from the employee's official personnel folder if no intervening incidents of the same or a similar nature have occurred.

<u>Section 9.</u> Any training required by the Employer will be provided in accordance with the existing local practice with regard to scheduling, travel and attendance for such training.

Requests for job-related training initiated by an employee will be considered and granted at the sole discretion of the Employer.

<u>Section 10.</u> Where the local union and management reach a written resolution to a local problem, such resolution must be endorsed by the UGSOA Local President for that area and will remain in effect until either party notifies the other in writing of its intent to modify or cease the practice. The parties will meet and discuss in an attempt to resolve the matter. Any resolution must be compatible with the provisions of this Memorandum.

Upon request, the Employer will meet and discuss with the union regarding any contemplated change in organizational structure that may affect existing job classifications within the supervisory unit.

<u>Section 11.</u> Policies concerning tobacco usage at the worksite, including prohibitions against tobacco usage, may be established by the Employer after meet and discuss with the Union.

## **RECOMMENDATION NO. 35 EQUAL EMPOYMENT OPPORTUNITY**

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

#### RECOMMENDATION NO. 36 GRIEVANCES

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

<u>Section 2.</u> 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 Union representative or the Union where entitled, shall present the grievance orally or in writing to the employee's immediate supervisor within fifteen (15) working days of the date of its occurrence, or when the employee knew or by reasonable diligence should have known of its occurrence. The supervisor shall attempt to resolve the matter and report their decision to the employee, orally or in writing, within fifteen (15) working days of its presentation.

**STEP 2.** In the event the grievance is not settled at Step 1, the appeal must be presented in writing by the employee or Union representative to the head of the employee's division, bureau, institution, or equivalent organizational unit within fifteen (15) working days after the supervisor's response is due. The official receiving the written appeal, or designated representative, shall respond in writing to the employee and the Union representative within fifteen (15) working days after receipt of the appeal.

**STEP 3.** An appeal from an unfavorable decision at Step 2 shall be presented by the employee or Union representative to the agency head, within fifteen (15) working days after the response from Step 2 is due. At the request of the Union, the agency head or designated representative will meet with the Union to discuss the grievance. The agency head, or a designated representative shall respond in writing to the employee and Union representative within fifteen (15) working days after receipt of the appeal.

**STEP 4.** In the event the grievance has not been satisfactorily resolved at Step 3, written appeal may be made by the employee or Union representative within fifteen (15) working days of the Step 3 decision to the Bureau of Labor Relations, Office of Administration, and shall contain a copy of the Step 2 and Step 3 decisions. The Bureau of Labor Relations, Office of Administration, will review the grievance with the UGSOA International Union President (or designee) in order to attempt resolution. A telephonic review between the parties shall satisfy this requirement. The Bureau of Labor Relations shall issue a decision in writing to the Union within fifteen (15) working days after this review occurs.

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

<u>Section 3.</u> 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 4, subject, however, to Section 606, Article VI of the Public Employe Relations Act.

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

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

An aggrieved employee and Union representatives 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.

The Union may present grievances concerning agency-wide decisions directly to Step 3 within fifteen (15) working days of the date of the occurrence or the date when the Union knew or by reasonable diligence should have known of its occurrence.

## RECOMMENDATION NO. 37 ARBITRATION

<u>Section 1.</u> An appeal from Step 4 of the grievance procedure in the preceding Recommendation may be submitted to arbitration only in the following circumstances:

a. To determine whether there was just cause for a discharge, disciplinary demotion or suspension which has not occurred as the result of a strike.

b. To determine whether employees are engaged in a "strike" which is prohibited under Recommendation 33, provided, however, that the Employer retains the sole discretion of determining the appropriate disciplinary action for employees engaged in a strike as provided in Section 2 of Recommendation 33.

Such appeal shall be initiated by the Union serving upon the Employer notice in writing of the intent to proceed to arbitration within fifteen (15) working days after the response from Step 4 is due. Said notice shall identify the provisions of the Memorandum, the department, the employee involved, and a copy of the grievance.

<u>Section 2.</u> The arbitrator is to be selected by the parties jointly within seven 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 seven 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.

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.

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

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

#### RECOMMENDATION NO. 38 SAFETY AND HEALTH

The Employer will take positive action to assure compliance with laws concerning the health and safety of employees working on state property or in state owned or leased buildings.

Employees of this supervisory unit will be given the opportunity to be inoculated/immunized consistent with similar opportunities being given to other employees at the same work site.

#### RECOMMENDATION NO. 39 SUCCESSORS

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

## **RECOMMENDATION NO. 40 PRESERVATION OF SUPERVISORY UNIT WORK**

<u>Section 1.</u> The provisions of Sections 1 through 6 of this Recommendation shall apply only to supervisory unit work performed on September 1, 1996 by employees in the supervisory unit now represented by UGSOA in the particular agency affected.

<u>Section 2.</u> a. Except as provided in Section 8, the Employer shall not contract/assign supervisory unit work included within the scope of Section 1 to independent contractors, consultants or other non-supervisory unit state employees where (1) such contract/assignment would result in the layoff or downgrading of an employee, or (2) such contract/assignment would prevent the return to work of an available, competent employee, or (3) the duration of the work to be performed under the contract/assignment is expected to be more than 12 consecutive months, or (4) the work is performed on an annually recurring basis; except for the reasons set forth in Subsection b. b. The Employer may contract/assign supervisory unit work described in Subsection a. for any of the following reasons: (1) legitimate operational reasons resulting in reasonable cost savings or improved delivery of service, (2) legitimate operational reasons resulting from technological changes, (3) or where there are insufficient numbers of available, competent employees on layoff on the applicable recall list within the agency to perform the required work.

<u>Section 3.</u> a. Except as provided in Section 8, the Employer shall not contract/assign supervisory unit work included within the scope of Section 1 which becomes available as a result of a retirement, resignation, termination, promotion, demotion or reassignment of an employee to independent contractors, consultants or other non-supervisory unit state employees, except for the reasons set forth in Subsection b.

b. The Employer may contract/assign supervisory unit work described in Subsection a. for any of the following reasons: (1) legitimate operational reasons resulting in reasonable cost savings or improved delivery of service, (2) legitimate operational reasons resulting from technological changes, (3) or where there are insufficient numbers of available, competent employees on layoff on the applicable recall list within the agency to perform the required work.

<u>Section 4.</u> The Employer shall provide the Union with as much advanced notice as possible of a proposed contract/assignment of supervisory unit work included within the scope of Section 1 which meets the conditions set forth in Sections 2.a. or 3.a.

<u>Section 5.</u> At each site where a proposed contract/assignment of supervisory unit work is to occur and provided the work is included within the scope of Section 1 and meets the conditions set forth in Sections 2.a. and 3.a., local labor/management committees shall meet and discuss over the reasons for the contract/assignment. At this meeting the Employer shall provide to the Union all information it has to support a claim (a) of reasonable cost savings or improved service, (b) of legitimate operational reasons resulting from technological changes, (c) that there are insufficient numbers of available, competent employees on layoff on the applicable recall list within the agency to perform the required work, or (d) that the duration of the contract/assignment is not expected to exceed 12 consecutive months duration. The Union shall have the opportunity to provide alternative methods to attaining the Employer's desired result. In the event that the parties at the local level are unable to resolve the issue, the contract or the assignment made may be implemented and the matter shall be referred to a committee comprised of UGSOA, the Agency and the Office of Administration.

<u>Section 6.</u> The Employer and the Union agree to meet and discuss, on an ongoing basis, at the statewide or agency level to develop a list of contract/assignment exemptions from the provisions of Sections 1 through 5 of this Recommendation. Examples of criteria to be used by the parties for developing the list of exemptions are: duration of the project; total cost of the contract; availability of the necessary skills and/or equipment within the agency's existing resources; ability to complete the project with the Agency's workforce within the required time frames.

<u>Section 7.</u> The Employer agrees to meet and discuss regarding any contract/assignment involving work of the type traditionally performed by employees covered by the Memorandum, but excluded by Section 1 of this Recommendation, upon request of the Union and presentation by the Union of an alternative which may result in reasonable cost savings or improved delivery of service.

<u>Section 8.</u> The limitations set forth in Sections 2, 3, 4 and 5 will not be construed so as to prevent managerial employees from performing supervisory unit work consistent with operational or organizational requirements. Non-UGSOA first-level supervisory unit state employees who are in class titles represented by employee organizations other than UGSOA may perform supervisory unit work for the purpose of instruction, illustration, lending an occasional hand or in emergency situations to carry out the functions and programs of the Employer or maintain the Employer's standard of service.

<u>Section 9.</u> The Employer and the Union acknowledge the above represents the results of meet and discuss conducted under and in accordance with the Public Employe Relations Act and constitutes the full and complete understanding regarding the issues of contracting out and transfer of supervisory unit work.

### RECOMMENDATION NO. 41 FAMILY CARE LEAVE

<u>Section 1.</u> 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 a spouse, 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 (2) 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 16, Section 5.a., and parental leave without pay used under Recommendation 17, 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 16, Section 5.a., and/or Recommendation 17, 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 24, Section 3.

<u>Section 2.</u> State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Recommendations 23 and 24 will continue for the period of time the employee is on family care leave without pay with benefits under Section 1 of this Recommentation.

<u>Section 3.</u> 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.

<u>Section 4.</u> 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, or holiday leave is used, it also will run concurrently with and reduce such entitlement.

<u>Section 5.</u> 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 receipt of a written request to return to work, the employee shall be offered a position in the same classification and seniority unit for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the six-month period, any position in the same classification, in a lower classification in the same classification series, or a position previously held, within the same geographical/organizational limitation as the seniority unit, for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If the employee refuses an offer of a position in the same classification, the employee's rights under this Section shall terminate. If the employee accepts a position in a lower classification or a position previously held, the employee will be offered a position in the same classification if there is a vacancy in

that classification during the remainder of the six-month period in the seniority unit, provided there are no seniority claims to the position, and the agency intends to fill the position.

<u>Section 6.</u> For the purpose of this Recommendation, parent shall be defined as the biological, adoptive, step or foster parent of the employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.

For the purpose of this Recommendation, son or daughter shall be defined as a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis 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.

<u>Section 7.</u> It is understood by both parties that the provisions of this Recommendation are consistent with the Family and Medical Leave Act of 1993, 29 U.S.C. Sections 2601, et seq.

### **RECOMMENDATION NO. 42 LEAVE DONATION PROGRAM**

<u>Section 1.</u> 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 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 accrued or anticipated sick leave available, subject to the limitations in Recommendation 13, 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, child, step-child, foster 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 calendar 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, 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 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.

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

(1) For an employee's own catastrophic 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 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.

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 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.

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

b. Donations must be made in increments of one day (7.5 or 8 hours), but not more than five days can be donated to any one employee in the same leave calendar year. The donor's annual leave balance after donation cannot be less than the equivalent of five workdays of leave (37.5 or 40 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 13, Section 6.

<u>Section 4.</u> The provisions of this Recommendation are not grievable under Recommendation 36 of this Memorandum.

<u>Section 5.</u> 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.

### RECOMMENDATION NO. 43 TERMINATION

This Memorandum shall be effective September 1, 2011, except where specifically provided that a particular Recommendation will be effective on another date. The Recommendations set forth in this Memorandum reflect the determination arrived at by the Employer after discussions with the Union as required by the Pennsylvania Public Employe Relations Act. It must be further understood that the above Recommendations shall not constitute a memorandum of understanding nor a contract binding on the parties. 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 meet and discuss schedule established under the Public Employe Relations Act.

REC.D 00- 1 5 2012

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The parties hereto through their duly authorized officers or representatives hereby have bereunto set their hands and this day.

OlioBER 15, 2012 Date

FOR THE COMMONWEALTH OF PENNSYLVANIA

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FOR THE INTERNATIONAL UNION, UNITED **GOVERNMENT SECURITY** OFFICERS OF AMERICA

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Michael Burke UGSOA Chief Negotiator

Dauglas M Day Local #304

Office of Administration **Bureau of Labor Relations** 

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FOR THE COMMONWEALTH OF PENNSYLVANIA	FOR THE INTERNATIONAL UNION, UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA
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	COMMONWEALTH OF PENNSYLVANIA 37½ HOUR STANDARD PAY SCHEDULE														
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PAY	[	PAY SCALE	PAY SCALE	PAYSCALE	PAY SCALE	PAY SCALE	PAY SCALE	<b>PAY SCALE</b>	PAY SCALE	PAY SCALE	PAY SCALE				
SCAL	E	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP				
LEVE	<u> </u>	1	2	3	4	5	6	7	8	9	10				
	Hourly	10.76	12.13	13.67	15.40	17.38	19.67	22.46	25.64	29.27	33.39				
1	Biweekly	807.00	909.75	1,025.25	1,155.00	1,303.50	1,475.25	1,684.50	1,923.00	2,195.25	2,504.25				
	Annual*	21,047	23,726	26,739	30,122	33,995	38,475	43,932	50,152	57,252	65,311				
	Hourly	11.00	12.39	13.92	15.70	17.75	20.10	22.96	26.19	29.90	34.14				
2	Biweekly	825.00	929.25	1,044.00	1,177.50	1,331.25	1,507.50	1,722.00	1,964.25	2,242.50	2,560.50				
	Arinual*	21,516	24,235	27,228	30,709	34,719	39,316	44,910	51,228	58,484	66,778				
	Hourly	11.20	12.59	14.22	16.04	18.10	20.52	23.46	26.79	30.59	34.90				
3	Biweekly	840.00	944.25	1,066.50	1,203.00	1,357.50	1,539.00	1,759.50	2,009.25	2,294.25	2,617.50				
	Annual*	21,907	24,626	27,814	31,374	35,404	40,137	45,888	52,401	59,834	68,264				
	Hourly	11.43	12.86	14.51	16.39	18.48	21.00	23.98	27.41	31.26	35.66				
4	Biweekly	857.25	964.50	1,088.25	1,229.25	1,386.00	1,575.00	1,798.50	2,055.75	2,344.50	2,674.50				
	Annual*	22,357	25,154	28,382	32,059	36,147	41,076	46,905	53,614	61,145	69,751				
	Hourly	11.66	13.11	14.76	16.68	18.86	21.49	24.52	28.00	31.98	36.44				
5	Biweekly	874.50	983.25	1,107.00	1,251.00	1,414.50	1,611.75	1,839.00	2,100.00	2,398.50	2,733.00				
	Annual*	22,807	25,643	28,871	32,626	36,890	42,034	47,961	54,768	62,553	71,277				
[	Hourly	11.87	13.36	15.08	17.02	19.26	21.94	25.08	28.63	32.65	37.26				
6	Biweekly	890.25	1,002.00	1,131.00	1,276.50	1,444.50	1,645.50	1,881.00	2,147.25	2,448.75	2,794.50				
	Annual*	23,218	26,132	29,496	33,291	37,673	42,915	49,056	56,000	63,863	72,881				
	Hourly	12.13	13.67	15.40	17.38	19.67	22.46	25.64	29.27	33.39	38.13				
.7	Biweekly	909.75	1,025.25	1,155.00	1,303.50	1,475.25	1,684.50	1,923.00	2,195.25	2,504.25	2,859.75				
	Annual*	23,726	26,739	30,122	33,995	38,475	43,932	50,152	57,252	65,311	74,582				
	Hourly	12.39	13.92	15.70	17.75	20.10	22.96	26.19	29.90	34.14	38.94				
8	Biweekly	929.25	1,044.00	1,177.50	1,331.25	1,507.50	1,722.00	1,964.25	2,242.50	2,560.50	2,920.50				
	Annual*	24,235	27,228	30,709	34,719	39,316	44,910	51,228	58,484	66,778	76,167				
	Hourly	12.59	14.22	16.04	18.10	20.52	23.46	26.79	30.59	34.90	39.82				
9	Biweekly	944.25	1,066.50	1,203.00	1,357.50	1,539.00	1,759.50	2,009.25	2,294.25	2,617.50	2,986.50				
	Annual*	24,626	27,814	31,374	35,404	40,137	45,888	52,401	59,834	68,264	77,888				
	Hourly	12.86	14.51	16.39	18.48	21.00	23.98	27.41	31.26	35.66	40.71.				
10	Biweekly	964.50	1,088.25	1,229.25	1,386.00	1,575.00	1,798.50	2,055.75	2,344.50	2,674.50	3,053.25				
	Annual*	25,154	28,382	32,059	36,147	41,076	46,905	53,614	61,145	69,751	79,629				

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	COMMONWEALTH OF PENNSYLVANIA 37½ HOUR STANDARD PAY SCHEDULE														
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				PAY SO	CALE TY	PE ST									
PAY	PAYSCALE	PAY SCALE	PAY SCALE	PAY SCALE	PAYSCALE	PAY SCALE									
SCALE	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP					
LEVEL	1	2	3	4	5	6	7	8	9	10					
Hourly	13.11	14.76	16.68	18.86	21.49	24.52	28.00	31.98	36.44	41.63					
11 Biweekly	983.25	1,107.00	1,251.00	1,414.50	1,611.75	1,839.00	2,100.00	2,398.50	2,733.00	3,122.25					
Annual*	25,643	28,871	32,626	36,890	42,034	47,961	54,768	62,553	71,277	81,428					
Hourly	13.36	15.08	17.02	19.26	21.94	25.08	28.63	32.65	37.26	42.53					
12 Biweekly	1,002.00	1,131.00	1,276.50	1,444.50	1,645.50	1,881.00	2,147.25	2,448.75	2,794.50	3,189.75					
Armual*	26,132	29,496	33,291	37,673	42,915	49,056	56,000	63,863	72,881	83,189					
Hourly	13.67	15.40	17.38	19.67	22.46	25.64	29.27	33.39	38.13	43.50					
13 Biweekly	1,025.25	1,155.00	1,303.50	1,475.25	1,684.50	1,923.00	2,195.25	2,504.25	2,859.75	3,262.50					
Annual*	26,739	30,122	33,995	38,475	43,932	50,152	57,252	65,311	74,582	85,086					
Hourly	13.92	15.70	17.75	20.10	22.96	26.19	29.90	34.14	38.94	44.47					
14 Biweekly	1,044.00	1,177.50	1,331.25	1,507.50	1,722.00	1,964.25	2,242.50	2,560.50	2,920.50	3,335.25					
Annual*	27,228	30,709	34,719	39,316	44,910	51,228	58,484	66,778	76,167	86,983					
Hourly	14.22	16.04	18.10	20.52	23.46	26.79	30.59	34.90	39.82	45.46					
15 Biweekly	1,066.50	1,203.00	1,357.50	1,539.00	1,759.50	2,009.25	2,294.25	2,617.50	2,986.50	3,409.50					
Annual*	27,814	31,374	35,404	40,137	45,888	52,401	59,834	68,264	77,888	88,920					
Hourly	14.51	16.39	18.48	21.00	23.98	27.41	31.26	35.66	40.71	46.46					
16 Biweekly	1,088.25	1,229.25	1,386.00	1,575.00	1,798.50	2,055.75	2,344.50	2,674.50	3,053.25	3,484.50					
Annual*	28,382	32,059	36,147	41,076	46,905	53,614	61,145	69,751	79,629	90,876					
Hourly	14.76	16.68	18.86	21.49	24.52	28.00	31.98	36.44	41.63	47.53					
17 Biweekly	1,107.00	1,251.00	1,414.50	1,611.75	1,839.00	2,100.00	2,398.50	2,733.00	3,122.25	3,564.75					
Annual*	28,871	32,626	36,890	42,034	47,961	54,768	62,553	71,277	81,428	92,969					
Hourly	15.08	17.02	19.26	21.94	25.08	28.63	32.65	37.26	42.53	48.58					
18 Biweekly	1,131.00	1,276.50	1,444.50	1,645.50	1,881.00	2,147.25	2,448.75	2,794.50	3,189.75	3,643.50					
Annual*	29,496	33,291	37,673	42,915	49,056	56,000	63,863	72,881	83,189	95,022					
Hourly	15.40	17.38	19.67	22.46	25.64	29.27	33.39	38.13	43.50	49.65					
19 Biweekly	1,155.00	1,303.50	1,475.25	1,684.50	1,923.00	2,195.25	2,504.25	2,859.75	3,262.50	3,723.75					
Annual*	30,122	33,995	38,475	43,932	50,152	57,252	65,311	74,582	85,086	97,115					
Hourly	15.70	17.75	20.10	22.96	26.19	29.90	34.14	38.94	44.47	50.75					
20 Biweekly	1,177.50	1,331.25	1,507.50	1,722.00	1,964.25	2,242.50	2,560.50	2,920.50	3,335.25	3,806.25					
Annual*	30,709	34,719	39,316	44,910	51,228	58,484	66,778	76,167	86,983	99,267					

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

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	COMMONWEALTH OF PENNSYLVANIA 40 HOUR STANDARD PAY SCHEDULE														
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				EFFEC	Т	IVE OC	CT	OBER	1	, 2010					
				PA	1)	Y SCAL	E	TYPE S	S	Γ					 
PAY	1	PAY SCALE	PAY SCALE	PAY SCALE	ſ	PAY SCALE	Ĩ	PAYSCALE		PAY SCALE		PAY SCALE		PAY SCALE	PAY SCALE
SCALE	1	GROUP	GROUP	GROUP		GROUP		GROUP		GROUP		GROUP		GROUP	GROUP
LEVEL		1	2	3		4	-			6		7		8	9
	Hourly	10.76	12.13	13.67		15.40		17.38		19.67		22.46		25.64	29.27
	Biweekly	860.80	970.40	1,093.60		1,232.00		1,390.40		1,573.60		1,796.80		2,051.20	2,341.60
·	Annual*	22,450	25,308	28,521		32,131	-	36,262		41,039		46,861		53,495	61,069
	Hourly	11.00	12.39	13.92	ſ	15.70	ſ	17.75		20.10		22.96		26.19	29.90
2	Biweekly	880.00	991.20	1,113.60		1,256.00	ł	1,420.00		1,608.00		1,836.80		2,095.20	2,392.00
	Annual*	22,950	25,850	29,043		32,756		37,034		41,937		47,904		54,643	62,383
	Hourly	11.20	12.59	14.22		16.04	ŀ	18.10		20.52		23.46		26.79	30.59
3	Biweekly	896.00	1,007.20	1,137.60	ł	1,283.20		1,448.00		1,641.60		1,876.80		2,143.20	2,447.20
	Annual*	23,368	26,268	29,669		33,466		37,764		42,813		48,947		55,895	63,823
	Hourly	11.43	12.86	14.51		16.39		18.48		21.00		23.98		27.41	31.26
4	Biweekly	914.40	1,028.80	1,160.80		1,311.20		1,478.40		1,680.00		1,918.40		2,192.80	2,500.80
	Annual*	23,848	26,831	30,274		34,196		38,557		43,814		50,032		57,188	65,221
	Hourly	11.66	13.11	14.76	ľ	16.68		18.86		21.49		24.52		28.00	31.98
5	Biweekly	932.80	1,048.80	1,180.80		1,334.40		1,508.80		1,719.20		1,961.60		2,240.00	2,558.40
	Annual*	24,327	27,353	30,795		34,801		39,350		44,837		51,159		58,419	66,723
	Hourly	11.87	13.36	15.08		17.02		19.26		21.94		25.08		28.63	32.65
6	Biweekly	949.60	1,068.80	1,206.40		1,361.60		1,540.80		1,755.20		2,006.40		2,290.40	2,612.00
	Annual*	24,766	27,874	31,463		35,511		40,184		45,776		52,327		59,734	68,121
	Hourly	12.13	13.67	15.40	ŀ	17.38	ŀ	19.67		22.46		25.64	:	29.27	33.39
7	Biweekly	970.40	1,093.60	1,232.00		1,390.40		1,573.60		1,796.80		2,051.20		2,341.60	2,671.20
	Annual*	25,308	28,521	32,131		36,262		41,039		46,861		53,495		61,069	 69,665
	Hourly	12.39	13.92	15.70	╞	17.75	╞	20.10		22.96		26.19		29.90	34.14
8	Biweekly	991.20	1,113.60	1,256.00		1,420.00		1,608.00		1,836.80		2,095.20		2,392.00	2,731.20
	Annual*	25,850	29,043	32,756		37,034		41,937		47,904		54,643		62,383	71,230
	Hourly	12.59	14.22	16.04	┢	18.10	┢	20.52		23.46		26.79		30.59	34.90
9 :	Biweekly	1,007.20	1,137.60	1,283.20		1,448.00		1,641.60		1,876.80		2,143.20		2,447.20	2,792.00
	Annual*	26,268	29,669	33,466		37,764		42,813		48,947		55,895		63,823	72,815
:	Hourly	12.86	14.51	16.39	ŀ	18.48		21.00		23.98		27.41		31.26	35.66
10	Biweekly	1,028.80	1,160.80	1,311.20		1,478.40		1,680.00		1,918.40		2,192.80		2,500.80	2,852.80
	Annual*	26,831	30,274	34,196		38,557	L	43,814		50,032		57,188		65,221	74,401

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COMMONWEALTH OF PENNSYLVANIA 40 HOUR STANDARD PAY SCHEDULE																		
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						EFFEC	Ί	TVE OC	27	FOBER	1	, 2010						
						PA	7.	Y SCAL	E	TYPE S	57	r						
PAY	[	PAYSCALE	ſ	PAYSCALE	[	PAY SCALE		PAY SCALE	ſ	PAY SCALE	ĺ	PAY SCALE	[	PAY SCALE	]	PAY SCALE	] [	PAY SCALE
SCALE		GROUP		GROUP		GROUP		GROUP		GROUP		GROUP		GROUP		GROUP		GROUP
LEVEL		1		2		3		4		5		6		7		8		9
Hou	rly	13.11	ſ	14.76		16.68		18.86		21.49		24.52		28.00		31.98		36.44
11 Biwe	eekly	1,048.80	ľ	1,180.80		1,334.40		1,508.80		1,719.20		1,961.60		2,240.00		2,558.40		2,915.20
Ann	ual*	27,353		30,795		34,801		39,350		44,837		51,159		58,419		66,723		76,028
Hou	urly	13.36		15.08		17.02		19.26		21.94		25.08		28.63		32.65		37.26
12 Biw	eekly	1,068.80		1,206.40		1,361.60		1,540.80		1,755.20		2,006.40		2,290.40		2,612.00		2,980.80
Ann	ual*	27,874		31,463		35,511		40,184		45,776		52,327		59,734		68,121		77,739
Hou	uly	13.67	ŀ	15.40		17.38		19.67		22.46		25.64		29.27		33.39		38.13
13 Biw	eekly	1,093.60		1,232.00		1,390.40		1,573.60		1,796.80		2,051.20		2,341.60		2,671.20		3,050.40
Ann	ual*	28,521		32,131		36,262		41,039		46,861		53,495		61,069		69,665		79,554
Hou	urly	13.92	ŀ	15.70		17.75		20.10		22.96		26.19		29.90		34.14		38.94
14 Biwe	eekly	1,113.60		1,256.00		1,420.00		1,608.00		1,836.80		2,095.20		2,392.00		2,731.20		3,115.20
Ann	ual*	29,043		32,756		37,034		41,937		47,904		54,643		62,383		71,230		81,244
Hou	urly	14.22		16.04		18.10		20.52		23.46		26.79		30.59		34.90		39.82
15 Biw	eekly	1,137.60		1,283.20		1,448.00		1,641.60		1,876.80		2,143.20		2,447.20		2,792.00		3,185.60
Ann	ual*	29,669	*****	33,466		37,764		42,813		48,947		55,895		63,823		72,815		83,080
Hou	urly	14.51	ŀ	16.39		18.48		21.00		23.98		27.41		31.26		35.66		40.71
	eekly	1,160.80		1,311.20		1,478.40		1,680.00		1,918.40		2,192.80		2,500.80		2,852.80		3,256.80
	ual*	30,274		34,196		38,557		43,814		50,032		57,188		65,221		74,401		84,937
Hou	uly	14.76	F	16.68		18.86		21.49		24.52		28.00		31.98		36.44		41.63
	eekly	1,180.80	ŀ	1,334.40		1,508.80		1,719.20		1,961.60		2,240.00		2,558.40		2,915.20		3,330.40
Ann	ual*	30,795		34,801		39,350		44,837		51,159		58,419		66,723		76,028		86,857
Hou	uly	15.08		17.02		19.26		21.94		25.08		28.63		32.65		37.26		42.53
	eekiy	1,206.40		1,361.60		1,540.80		1,755.20		2,006.40		2,290.40		2,612.00		2,980.80		3,402.40
	ual*	31,463		35,511		40,184		45,776		52,327		59,734		68,121		77,739		88,735
Hou	urly	15.40		17.38		19.67		22.46		25.64		29.27		33.39		38.13		43.50
	eekly	1,232.00		1,390.40		1.573.60		1,796.80		2,051.20		2,341.60		2,671.20		3,050.40		3,480.00
	nual*	32,131		36,262		41,039		46,861		53,495		61,069		69,665		79,554		90,758
Hou	urlv	15.70		17.75		20.10		22.96		26.19		29.90		34.14		38.94		44.47
	eeklv	1,256.00		1,420.00		1.608.00		1.836.80		2.095.20		2.392.00		2,731.20		3,115.20		3,557.60
	ual*	32,756		37,034		41,937		47,904		54,643		62,383		71,230		81,244		92,782

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

	COMMONWEALTH OF PENNSYLVANIA 37½ HOUR STANDARD PAY SCHEDULE														
			3	37½ HOU	JR STAN	IDARD I	PAY SCH	HEDULE							
					EFFECTI	<b>VE JULY</b>	Y 1, 2012								
					PAY SC	CALE TY	PE ST								
PAY	PA	YSCALE	PAY SCALE	PAY SCALE	PAYSCALE	PAYSCALE	PAY SCALE	PAY SCALE	PAYSCALE	PAY SCALE	PAY SCALE				
SCALE		GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP				
LEVEL		1	2	3	4	5	6	7	8	9	10				
	ourly	10.87	12.25	13.81	15.55	17.55	19.87	22.68	25.90	29.56	33.72				
	veekly	815.25	918.75	1,035.75	1,166.25	1,316.25	1,490.25	1,701.00	1,942.50	2,217.00	2,529.00				
Anı	nual*	21,262	23,961	27,012	30,416	34,328	38,866	44,362	50,660	57,819	65,956				
Hou	ourly	11.11	12.51	14.06	15.86	17.93	20.30	23.19	26.45	30.20	34.48				
2 Biw	veekly	833.25	938.25	1,054.50	1,189.50	1,344.75	1,522.50	1,739.25	1,983.75	2,265.00	2,586.00				
Aru	nual*	21,731	24,470	27,501	31,022	35,071	39,707	45,360	51,736	59,071	67,443				
Hou	ourly	11.31	12.72	14.36	16.20	18.28	20.73	23.69	27.06	30.90	35.25				
3 Biw	veekly	848.25	954.00	1,077.00	1,215.00	1,371.00	1,554.75	1,776.75	2,029.50	2,317.50	2,643.75				
Aru	nual*	22,122	24,880	28,088	31,687	35,756	40,548	46,338	52,929	60,440	68,949				
Hou	urly	11.54	12.99	14.66	16.55	18.66	21.21	24.22	27.68	31.57	36.02				
4 Biw	veekly	865.50	974.25	1,099.50	1,241.25	1,399.50	1,590.75	1,816.50	2,076.00	2,367.75	2,701.50				
Anı	nual*	22,572	25,408	28,675	32,372	36,499	41,487	47,374	54,142	61,751	70,455				
Hou	urly	11.78	13.24	14.91	16.85	19.05	21.70	24.77	28.28	32.30	36.80				
5 Biw	veekly	883.50	993.00	1,118.25	1,263.75	1,428.75	1,627.50	1,857.75	2,121.00	2,422.50	2,760.00				
Am	nual*	23,042	25,897	29,164	32,959	37,262	42,445	48,450	55,316	63,179	71,981				
Hou	urly	11.99	13.49	15.23	17.19	19.45	22.16	25.33	28.92	32.98	37.63				
6 Biw	veekly	899.25	1,011.75	1,142.25	1,289.25	. 1,458.75	1,662.00	1,899.75	2,169.00	2,473.50	2,822.25				
Aru	nual*	23,452	26,386	29,790	33,624	38,044	43,345	49,545	56,568	64,509	73,604				
Hoi	urly	12.25	13.81	15.55	17.55	19.87	22.68	25.90	29.56	33.72	38.51				
7 Biw	veekly	918.75	1,035.75	1,166.25	1,316.25	1,490.25	1,701.00	1,942.50	2,217.00	2,529.00	2,888.25				
Aru	nual*	23,961	27,012	30,416	34,328	38,866	44,362	50,660	57,819	65,956	75,326				
Hou	urly	12.51	14.06	15.86	17.93	20.30	23.19	26.45	30.20	34.48	39.33				
8 Biw	veekly	938.25	1,054.50	1,189.50	1,344.75	1,522.50	1,739.25	1,983.75	2,265.00	2,586.00	2,949.75				
Anı	nual*	24,470	27,501	31,022	35,071	39,707	45,360	51,736	59,071	67,443	76,929				
Hou	urly	12.72	14.36	16.20	18.28	20.73	23.69	27.06	30.90	35.25	40.22				
9 Biw	veekly	954.00	1,077.00	1,215.00	1,371.00	1,554.75	1,776.75	2,029.50	2,317.50	2,643.75	3,016.50				
Aru	nual*	24,880	28,088	31,687	35,756	40,548	46,338	52,929	60,440	68,949	78,670				
Hor	urly	12.99	14.66	16.55	18.66	21.21	24.22	27.68	31.57	36.02	41.12				
<b>10</b> Biw	veekly	974.25	1,099.50	1,241.25	1,399.50	1,590.75	1,816.50	2,076.00	2,367.75	2,701.50	3,084.00				
Anı	nual*	25,408	28,675	32,372	36,499	41,487	47,374	54,142	61,751	70,455	80,431				

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	COMMONWEALTH OF PENNSYLVANIA 37½ HOUR STANDARD PAY SCHEDULE														
							HEDULE								
				EFFECTI		•									
				PAY SC	CALE TY	PE ST									
PAY	PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE	<b>PAY SCALE</b>	PAY SCALE	PAY SCALE	PAY SCALE					
SCALE	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP					
LEVEL	1	2	3	4	5	6	7	8	9	10					
Hourly	13.24	14.91	16.85	19.05	21.70	24.77	28.28	32.30	36.80	42.05					
11 Biweekly	993.00	1,118.25	1,263.75	1,428.75	1,627.50	1,857.75	2,121.00	2,422.50	2,760.00	3,153.75					
Annual*	25,897	29,164	32,959	37,262	42,445	48,450	55,316	63,179	71,981	82,250					
Hourly	13.49	15.23	17.19	19.45	22.16	25.33	28.92	32.98	37.63	42.96					
12 Biweekly	1,011.75	1,142.25	1,289.25	1,458.75	1,662.00	1,899.75	2,169.00	2,473.50	2,822.25	3,222.00					
Annual*	26,386	29,790	33,624	38,044	43,345	49,545	56,568	64,509	73,604	84,030					
Hourly	13.81	15.55	17.55	19.87	22.68	25.90	29.56	33.72	38.51	43.94					
13 Biweekly	1,035.75	1,166.25	1,316.25	1,490.25	1,701.00	1,942.50	2,217.00	2,529.00	2,888.25	3,295.50					
Annual*	27,012	30,416	34,328	38,866	44,362	50,660	57,819	65,956	75,326	85,947					
Hourly	14.06	15.86	17.93	20.30	23.19	26.45	30.20	34.48	39.33	44.91					
14 Biweekly	1,054.50	1,189.50	1,344.75	1,522.50	1,739.25	1,983.75	2,265.00	2,586.00	2,949.75	3,368.25					
Annual*	27,501	31,022	35,071	39,707	45,360	51,736	59,071	67,443	76,929	87,844					
Hourly	14.36	16.20	18.28	20.73	23.69	27.06	30.90	35.25	40.22	45.91					
15 Biweekly	1,077.00	1,215.00	1,371.00	1,554.75	1,776.75	2,029.50	2,317.50	2,643.75	3,016.50	3,443.25					
Annual*	28,088	31,687	35,756	40,548	46,338	52,929	60,440	68,949	78,670	89,800					
Hourly	14.66	16.55	18.66	21.21	24.22	27.68	31.57	36.02	41.12	46.92					
16 Biweekly	1,099.50	1,241.25	1,399.50	1,590.75	1,816.50	2,076.00	2,367.75	2,701.50	3,084.00	3,519.00					
Annual*	28,675	32,372	36,499	41,487	47,374	54,142	61,751	70,455	80,431	91,776					
Hourly	14.91	16.85	19.05	21.70	24.77	28.28	32.30	36.80	42.05	48.01					
17 Biweekly	1,118.25	1,263.75	1,428.75	1,627.50	1,857.75	2,121.00	2,422.50	2,760.00	3,153.75	3,600.75					
Annual*	29,164	32,959	37,262	42,445	48,450	55,316	63,179	71,981	82,250	93,908					
Hourly	15.23	17.19	19.45	22.16	25.33	28.92	32.98	37.63	42.96	49.07					
18 Biweekly	1,142.25	1,289.25	1,458.75	1,662.00	1,899.75	2,169.00	2,473.50	2,822.25	3,222.00	3,680.25					
Annual*	29,790	33,624	38,044	43,345	49,545	56,568	64,509	73,604	84,030	95,981					
Hourly	15.55	17.55	19.87	22.68	25.90	29.56	33.72	38.51	43.94	50.15					
19 Biweekly	1,166.25	1,316.25	1,490.25	1,701.00	1,942.50	2,217.00	2,529.00	2,888.25	3,295.50	3,761.25					
Annual*	30,416	34,328	38,866	44,362	50,660	57,819	65,956	75,326	85,947	98,093					
Hourly	15.86	17.93	20.30	23.19	26.45	30.20	34.48	39.33	44.91	51.26					
20 Biweekly	1,189.50	1,344.75	1,522.50	1,739.25	1,983.75	2,265.00	2,586.00	2,949.75	3,368.25	3,844.50					
Annual*	31,022	35,071	39,707	45,360	51,736	59,071	67,443	76,929	87,844	100,265					

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

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	COMMONWEALTH OF PENNSYLVANIA 40 HOUR STANDARD PAY SCHEDULE																	
				40 H	H	OUR S	T	'ANDA]	R	D PAY	S	CHEDU	J	LE				
		•				EFF	E	ECTIVE	J	ULY 1, 1	2(	012						
						PA	A	Y SCAL	Æ	ETYPE	5'	r .						
PAY		PAY SCALE	ľ	PAYSCALE	[	PAYSCALE		PAY SCALE		PAY SCALE		PAY SCALE	[	PAY SCALE	[	PAY SCALE	]	PAYSCALE
SCAL	E	GROUP		GROUP		GROUP		GROUP		GROUP		GROUP		GROUP		GROUP		GROUP
LÉVÉ	_	1		2		3		4		5		6		7		8		9
	Hourly	10.87		12.25		13.81		15.55		17.55		19.87		22.68		25.90		29.56
1	Biweekly	869.60		980.00		1,104.80		1,244.00		1,404.00		1,589.60		1,814.40		2,072.00		2,364.80
	Annual*	22,679		25,558		28,813		32,444		36,616		41,457		47,320		54,038		61,674
	Hourly	11.11		12.51		14.06		15.86		17.93		20.30		23.19		26.45		30.20
2	Biweekly	888.80		1,000.80		1,124.80		1,268.80		1,434.40		1,624.00		1,855.20		2,116.00		2,416.00
	Annual*	23,180		26,101		29,335		33,090		37,409		42,354		48,384		55,185		63,009
	Hourly	11.31		12.72		14.36		16.20		18.28		20.73		23.69		27.06		30.90
3	Biweekly	904.80		1,017.60		1,148.80		1,296.00		1,462.40		1,658.40		1,895.20		2,164.80		2,472.00
	Annual*	23,597		26,539		29,961		33,800		38,139		43,251		49,427		56,458		64,470
	Hourly	11.54		12.99		14.66		16.55		18.66		21.21		24.22		27.68		31.57
4	Biweekly	923.20		1,039.20		1,172.80		1,324.00		1,492.80		1,696.80		1,937.60		2,214.40		2,525.60
	Annual*	24,077		27,102		30,587		34,530		38,932		44,253		50,533		57,752		65,868
	Hourly	11.78		13.24		14.91		16.85		19.05		21.70		24.77		28.28		32.30
5	Biweekly	942.40		1,059.20		1,192.80		1,348.00		1,524.00		1,736.00		1,981.60		2,262.40		2,584.00
	Annual*	24,578		27,624		31,108		35,156		39,746		45,275		51,680		59,003		67,391
	Hourly	11.99		13.49		15.23		17.19		19.45		22.16		25.33		28.92		32.98
6	Biweekly	959.20		1,079.20		1,218.40		1,375.20		1,556.00		1,772.80		2,026.40		2,313.60		2,638.40
	Annual*	25,016		28,146		31,776		35,865		40,580		46,235		52,849		60,339		68,809
	Hourly	12.25	ŀ	13.81		15.55		17.55		19.87		22.68		25.90		29.56		33.72
7	Biweekly	980.00		1,104.80		1,244.00		1,404.00		1,589.60		1,814.40		2,072.00		2,364.80		2,697.60
	Annual*	25,558		28,813		32,444		36,616		41,457		47,320		54,038		61,674		70,353
	Hourly	12.51	ļ	14.06		15.86		17.93		20.30		23.19		26.45		30.20		34.48
8	Biweekly	1;000.80		1,124.80		1,268.80		1,434.40		1,624.00		1,855.20		2,116.00		2,416.00		2,758.40
	Annual*	26,101	ļ	29,335		33,090		37,409		42,354		48,384		55,185		63,009		71,939
	Hourly	12.72		14.36		16.20		18.28		20.73		23.69		27.06		30.90		35.25
9	Biweekly	1,017.60		1,148.80		1,296.00		1,462.40		1,658.40		1,895.20		2,164.80		2,472.00		2,820.00
	Annual*	26,539		29,961		33,800		38,139		43,251		49,427		56,458		64,470		73,546
	Hourly	12.99		14.66		16.55		18.66		21.21		24.22		27.68		31.57		36.02
10	Biweekly	1,039.20		1,172.80		1,324.00		1,492.80		1,696.80		1,937.60		2,214.40		2,525.60		2,881.60
	Annual*	27,102		30,587		34,530		38,932		44,253		50,533		57,752		65,868		75,152

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COMMONWEALTH OF PENNSYLVANIA 40 HOUR STANDARD PAY SCHEDULE													
		40 H	HOUR ST	<b>FANDAF</b>	RD PAY	SCHEDU	JLE						
			EFF	ECTIVE	IULY 1, S	2012							
				Y SCAL									
PAY	PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE	PAYSCALE	[]	PAY SCALE	PAY SCALE	PAYSCALE				
SCALE	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP				
LEVEL	1	2	3	4	5	6	7	8	9				
Hourly		14.91	16.85	19.05	21.70	24.77	28.28	32.30	36.80				
11 Biweek	ly 1,059.20	1,192.80	1,348.00	1,524.00	1,736.00	1,981.60	2,262.40	2,584.00	2,944.00				
Annual	* 27,624	31,108	35,156	39,746	45,275	51,680	59,003	67,391	76,780				
Hourly	13.49	15.23	17.19	19.45	22.16	25.33	28.92	32.98	37.63				
12 Biweek	ly 1,079.20	1,218.40	1,375.20	1,556.00	1,772.80	2,026.40	2,313.60	2,638.40	3,010.40				
Annual	28,146	31,776	35,865	40,580	46,235	52,849	60,339	68,809	78,511				
Hourly	13.81	15.55	17.55	19.87	22.68	25.90	29.56	33.72	38.51				
13 Biweek	ly 1,104.80	1,244.00	1,404.00	1,589.60	1,814.40	2,072.00	2,364.80	2,697.60	3,080.80				
Annual	* 28,813	32,444	36,616	41,457	47,320	54,038	61,674	70,353	80,347				
Hourly	14.06	15.86	17.93	20.30	23.19	26.45	30.20	34.48	39.33				
14 Biweek		1,268.80	1,434.40	1,624.00	1,855.20	2,116.00	2,416.00	2,758.40	3,146.40				
Annual	* 29,335	33,090	37,409	42,354	48,384	55,185	63,009	71,939	82,058				
Hourly	14.36	16.20	18.28	20.73	23.69	27.06	30.90	35.25	40.22				
15 Biweek		1,296.00	1,462.40	1.658.40	1,895.20	2.164.80	2,472.00	2,820.00	3,217.60				
Annual		33,800	38,139	43,251	49,427	56,458	64,470	73,546	83,915				
Hourly		16.55	18.66	21.21	24.22	27.68	31.57	36.02	41.12				
16 Biweek		1,324.00	1,492.80	1,696.80	1,937.60	2,214.40	2,525.60	2,881.60	3,289.60				
Annual		34,530	38,932	44,253	50,533	57,752	65,868	75,152	85,793				
Hourly		16.85	19.05	21.70	24.77	28.28	32.30						
17 Biweek	1	1.348.00	19.05	1.736.00	1,981.60	2.262.40	2,584.00	36.80 2,944.00	42.05 3,364.00				
Annual	- II - I	35,156	39,746	45,275	51,680	59,003	67,391	76,780	87,733				
Hourly		17.19	19.45	22.16	25.33	28.92	32.98	37.63	42.96				
18 Biweek	11 11	1,375.20	1,556.00	1,772.80	2,026.40	2.313.60	2,638.40	3,010.40	42.96 3,436.80				
Annual		35,865	40,580	46,235	52,849	60,339	68,809	78,511	89,632				
Hourly		17.55	19.87	22.68	25.90								
19 Biweek	11 11	17.55	19.87	1,814.40	25.90	29.56 2,364.80	33.72 2,697.60	38.51 3,080.80	43.94 3.515.20				
Annual		36,616	41,457	47,320	54,038	61,674	70,353	80,347	91,676				
Hourly		17.93	20.30	23.19	26.45	30.20	34.48	39.33	44.91				
20 Biweek Annual		1,434.40	1,624.00 42,354	1,855.20 48,384	2,116.00	2,416.00	2,758.40	3,146.40	3,592.80				
	re annual rate is d	37,409		الليبي بريسي من من من من الليب	55,185	63,009	71,939	82,058	93,700				

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

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COMMONWEALTH OF PENNSYLVANIA 37½ HOUR STANDARD PAY SCHEDULE													
		3					HEDULE						
				EFFECTI	VE JUL	Y 1, 2013							
				PAY SC	CALE T)	(PE ST	,						
PAY	PAY SCALE	PAYSCALE	PAY SCALE	PAY SCALE	PAY SCALE								
SCALE	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP			
LEVEL	<u>1</u>	2	3	4	5	6	7	8	9	10			
Hourly	10.92	12.31	13.88	15.63	17.64	19.97	22.79	26.03	29.71	33.89			
1 Biweekly	8 11	923.25	1,041.00	1,172.25	1,323.00	1,497.75	1,709.25	1,952.25	2,228.25	2,541.75			
Annual*	21,360	24,078	27,149	30,572	34,504	39,061	44,577	50,915	58,113	66,289			
Hourly	11.17	12.57	14.13	15.94	18.02	20.40	23.31	26.58	30.35	34.65			
2 Biweekly	837.75	942.75	1,059.75	1,195.50	1,351.50	1,530.00	1,748.25	1,993.50	2,276.25	2,598.75			
Annual*	21,849	24,587	27,638	31,179	35,247	39,902	45,594	51,990	59,365	67,775			
Hourly	11.37	12.78	14.43	16.28	18.37	20.83	23.81	27.20	31.05	35.43			
<b>3</b> Biweekly	852.75	958.50	1,082.25	1,221.00	1,377.75	1,562.25	1,785.75	2,040.00	2,328.75	2,657.25			
Annual*	22,240	24,998	28,225	31,844	35,932	40,743	46,572	53,203	60,734	69,301			
Hourly	11.60	13.05	14.73	16.63	18.75	21.32	24.34	27.82	31.73	36.20			
<b>4</b> Biweekly	870.00	978.75	1,104.75	1,247.25	1,406.25	1,599.00	1,825.50	2,086.50	2,379.75	2,715.00			
Annual*	22,690	25,526	28,812	32,528	36,675	41,702	47,609	54,416	62,064	70,807			
Hourly	11.84	13.31	14.98	16.93	19.15	21.81	24.89	28.42	32.46	36.98			
5 Biweekly	888.00	998.25	1,123.50	1,269.75	1,436.25	1,635.75	1,866.75	2,131.50	2,434.50	2,773.50			
Arnual*	23,159	26,034	29,301	33,115	37,457	42,660	48,685	55,590	63,492	72,333			
Hourly	12.05	13.56	15.31	17.28	19.55	22.27	25.46	29.06	33.14	37.82			
6 Biweekly	903.75	1,017.00	1,148.25	1,296.00	1,466.25	1,670.25	1,909.50	2,179.50	2,485.50	2,836.50			
Armual*	23,570	26,523	29,946	33,800	38,240	43,560	49,800	56,841	64,822	73,976			
Hourly	12.31	13.88	15.63	17.64	19.97	22.79	26.03	29.71	33.89	38.70			
7 Biweekly	923.25	1,041.00	1,172.25	1,323.00	1,497.75	1,709.25	1,952.25	2,228.25	2,541.75	2,902.50			
Annual*	24,078	27,149	30,572	34,504	39,061	44,577	50,915	58,113 <sup>,</sup>	66,289	75,697			
Hourly	12.57	14.13	15.94	18.02	20.40	23.31	26.58	30.35	34.65	39.53			
8 Biweekly	942.75	1,059.75	1,195.50	1,351.50	1,530.00	1,748.25	1,993.50	2,276.25	2,598.75	2,964.75			
Annual*	24,587	27,638	31,179	35,247	39,902	45,594	51,990	59,365	67,775	77,321			
Hourly	12.78	14.43	16.28	18.37	20.83	23.81	27.20	31.05	35.43	40.42			
9 Biweekly	958.50	1,082.25	1,221.00	1,377.75	1,562.25	1,785.75	2,040.00	2,328.75	2,657.25	3,031.50			
Annual*	24,998	28,225	31,844	35,932	40,743	46,572	53,203	60,734	69,301	79,062			
Hourly	13.05	14.73	16.63	18.75	21.32	24.34	27.82	31.73	36.20	41.33			
10 Biweekly		1,104.75	1,247.25	1,406.25	1,599.00	1,825.50	2,086.50	2,379.75	2,715.00	3,099.75			
Annual*	25,526	28,812	32,528	36,675	41,702	47,609	54,416	62,064	70,807	80,841			

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	COMMONWEALTH OF PENNSYLVANIA 37½ HOUR STANDARD PAY SCHEDULE														
		. 3	67½ HOU	JR STAN	DARD	PAY SCH	IEDULE								
			-	EFFECTI	VE JUL	Y 1, 2013									
				PAY SC	CALE TY	PE ST									
PAY	PAYSCALE	PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE	PAYSCALE	PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE					
SCALE	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP					
LEVEL	1	2	3	4	5	6	7	8	9	10					
Hourly	13.31	14.98	16.93	19.15	21.81	24.89	28.42	32.46	36.98	42.26					
11 Biweekly	998.25	1,123.50	1,269.75	1,436.25	1,635.75	1,866.75	2,131.50	2,434.50	2,773.50	3,169.50					
Annual*	26,034	29,301	33,115	37,457	42,660	48,685	55,590	63,492	72,333	82,661					
Hourly	13.56	15.31	17.28	19.55	22.27	25.46	29.06	33.14	37.82	43.17					
12 Biweekly	1,017.00	1,148.25	1,296.00	1,466.25	1,670.25	1,909.50	2,179.50	2,485.50	2,836.50	3,237.75					
Annual*	26,523	29,946	33,800	38,240	43,560	49,800	56,841	64,822	73,976	84,441					
Hourly	13.88	15.63	17.64	19.97	22.79	26.03	29.71	33.89	38.70	44.16					
13 Biweekly	1,041.00	1,172.25	1,323.00	1,497.75	1,709.25	1,952.25	2,228.25	2,541.75	2,902.50	3,312.00					
Annual*	27,149	30,572	34,504	39,061	44,577	50,915	58,113	66,289	75,697	86,377					
Hourly	14.13	15.94	18.02	20.40	23.31	26.58	30.35	34.65	39.53	45.13					
14 Biweekly	1,059.75	1,195.50	1,351.50	1,530.00	1,748.25	1,993.50	2,276.25	2,598.75	2,964.75	3,384.75					
Annual*	27,638	31,179	35,247	39,902	45,594	51,990	59,365	67,775	77,321	88,274					
Hourly	14.43	16.28	18.37	20.83	23.81	27.20	31.05	35.43	40.42	46.14					
15 Biweekly	1,082.25	1,221.00	1,377.75	1,562.25	1,785.75	2,040.00	2,328.75	2,657.25	3,031.50	3,460.50					
Annual*	28,225	31,844	35,932	40,743	46,572	53,203	60,734	69,301	79,062	90,250					
Hourly	14.73	16.63	18.75	21.32	24.34	27.82	31.73	36.20	41.33	47.15					
16 Biweekly	1,104.75	1,247.25	1,406.25	1,599.00	1,825.50	2,086.50	2,379.75	2,715.00	3,099.75	3,536.25					
Annual*	28,812	32,528	36,675	41,702	47,609	54,416	62,064	70,807	80,841	92,225					
Hourly	14.98	16.93	19.15	21.81	24.89	28.42	32.46	36.98	42.26	48.25					
17 Biweekly	1,123.50	1,269.75	1,436.25	1,635.75	1,866.75	2,131.50	2,434.50	2,773.50	3,169.50	3,618.75					
Annual*	29,301	33,115	37,457	42,660	48,685	55,590	63,492	72,333	82,661	94,377					
Hourly	15.31	17.28	19.55	22,27	25.46	29.06	33.14	37.82	43.17	49.32					
18 Biweekly		1,296.00	1,466.25	1,670.25	1,909.50	2,179.50	2,485.50	2,836.50	3,237.75	3,699.00					
Annual*	29,946	33,800	38,240	43,560	49,800	56,841	64,822	73,976	84,441	96,470					
Hourly	15.63	17.64	19.97	22.79	26.03	29.71	33.89	38.70	44.16	50.40					
19 Biweekly	1,172.25	1,323.00	1,497.75	1,709.25	1,952.25	2,228.25	2,541.75	2,902.50	3,312.00	3,780.00					
Annual*	30,572	34,504	39,061	44,577	50,915	58,113	66,289	75,697	86,377	98,582					
Hourly	15.94	18.02	20.40	23.31	26.58	30.35	34.65	39.53	45.13	51.52					
20 Biweekly	1,195.50	1,351.50	1,530.00	1,748.25	1,993.50	2,276.25	2,598.75	2,964.75	3,384.75	3,864.00					
Annual*	31,179	35,247	39,902	45,594	51,990	59,365	67,775	77,321	88,274	100,773					

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	COMMONWEALTH OF PENNSYLVANIA 40 HOUR STANDARD PAY SCHEDULE													
		40 I	HOUR ST	ΓANDAF	RD PAY	SCHEDU	JLE							
			EFF	ECTIVE	JULY 1, 2	2013								
		**********	PA	Y SCAL	E TYPE S	ST								
PAY	PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE	PAYSCALE	PAY SCALE	PAY SCALE					
SCALE	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP					
LEVEL	1	2	3	4	5	6	7	8	9					
Hourly	10.92	12.31	13.88	15.63	17.64	19.97	22.79	26.03	29.71					
<b>1</b> Biweekl	v 873.60	984.80	1,110.40	1,250.40	1,411.20	1,597.60	1,823.20	2,082.40	2,376.80					
Annual*	22,783	25,684	28,959	32,610	36,804	41,665	47,549	54,309	61,987					
Hourly	11.17	12.57	14.13	15.94	18.02	20.40	23.31	26.58	30.35					
2 Biweekl	y 893.60	1,005.60	1,130.40	1,275.20	1,441.60	1,632.00	1,864.80	2,126.40	2,428.00					
Annual*	23,305	26,226	29,481	33,257	37,597	42,563	48,634	55,457	63,322					
Hourly	11.37	12.78	14.43	16.28	18.37	20.83	23.81	27.20	31.05					
3 Biweekl	909.60	1,022.40	1,154.40	1,302.40	1,469.60	1,666.40	1,904.80	2,176.00	2,484.00					
Annual*	23,722	26,664	30,107	33,967	38,327	43,460	49,677	56,750	64,783					
Hourly	11.60	13.05	14.73	16.63	18.75	21.32	24.34	27.82	31.73					
4 Biweekl	y 928.00	1,044.00	1,178.40	1,330.40	1,500.00	1,705.60	1,947.20	2,225.60	2,538.40					
Annual*	24,202	27,228	30,733	34,697	39,120	44,482	50,783	58,044	66,201					
Hourly	11.84	13.31	14.98	16.93	19.15	21.81	24.89	28.42	32.46					
5 Biweekl	947.20	1,064.80	1,198.40	1,354.40	1,532.00	1,744.80	1,991.20	2,273.60	2,596.80					
Annual	24,703	27,770	31,254	35,323	39,955	45,504	51,930	59,295	67,725					
Hourly	12.05	13.56	15.31	17.28	19.55	22.27	25.46	29.06	33.14					
6 Biweekl	964.00	1,084.80	1,224.80	1,382.40	1,564.00	1,781.60	2,036.80	2,324.80	2,651.20					
Annual*	25,141	28,292	31,943	36,053	40,789	46,464	53,120	60,631	69,143					
Hourly	12.31	13.88	15.63	17.64	19.97	22.79	26.03	29.71	33.89					
7 Biweekl	984.80	1,110.40	1,250.40	1,411.20	1,597.60	1,823.20	2,082.40	2,376.80	2,711.20					
Annual*	25,684	28,959	32,610	36,804	41,665	47,549	54,309	61,987	70,708					
Hourly	12.57	14.13	15.94	18.02	20.40	23.31	26.58	30.35	34.65					
8 Biweekl	y 1,005.60	1,130.40	1,275.20	1,441.60	1,632.00	1,864.80	2,126.40	2,428.00	2,772.00					
Annual*	26,226	29,481	33,257	37,597	42,563	48,634	55,457	63,322	72,294					
Hourly	12.78	14.43	16.28	18.37	20.83	23.81	27.20	31.05	35.43					
9 Biweekl	1,022.40	1,154.40	1,302.40	1,469.60	1,666.40	1,904.80	2,176.00	2,484.00	2,834.40					
Annual*	26,664	30,107	33,967	38,327	43,460	49,677	56,750	64,783	73,921					
Hourly	13.05	14.73	16.63	18.75	21.32	24.34	27.82	31.73	36.20					
10 Biweekl	y 1,044.00	1,178.40	1,330.40	1,500.00	1,705.60	1,947.20	2,225.60	2,538.40	2,896.00					
Annual*	27,228	30,733	34,697	39,120	44,482	50,783	58,044	66,201	75,528					

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COMMONWEALTH OF PENNSYLVANIA													
40 HOUR STANDARD PAY SCHEDULE													
EFFECTIVE JULY 1, 2013													
PAY SCALE TYPE ST													
PAY	PAYSCALE	PAY SCALE	PAYSCALE	PAY SCALE	PAY SCALL								
SCALE	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP				
LEVEL	1	2	3	4	5	6	7	8	9				
Hourly	13.31	14.98	16.93	19.15	21.81	24.89	28.42	32.46	36.98				
11 Biweek	ly 1,064.80	1,198.40	1,354.40	1,532.00	1,744.80	1,991.20	2,273.60	2,596.80	2,958.40				
Annua	* 27,770	31,254	35,323	39,955	45,504	51,930	59,295	67,725	77,155				
Hourly	13.56	15.31	17.28	19.55	22.27	25.46	29.06	33.14	37.82				
12 Biweek	ly 1,084.80	1,224.80	1,382.40	1,564.00	1,781.60	2,036.80	2,324.80	2,651.20	3,025.60				
Annua	* 28,292	31,943	36,053	40,789	46,464	53,120	60,631	69,143	78,908				
Hourly	13.88	15.63	17.64	19.97	22.79	26.03	29.71	33.89	38.70				
13 Biweek	ly 1,110.40	1,250.40	1,411.20	1,597.60	1,823.20	2,082.40	2,376.80	2,711.20	3,096.00				
Аллиа	* 28,959	32,610	36,804	41,665	47,549	54,309	61,987	70,708	80,744				
Hourly	14.13	15.94	18.02	20.40	23.31	26.58	30.35	34.65	39.53				
14 Biweek	ly 1,130.40	1,275.20	1,441.60	1,632.00	1,864.80	2,126.40	2,428.00	2,772.00	3,162.40				
Annua	* 29,481	33,257	37,597	42,563	48,634	55,457	63,322	72,294	82,475				
Hourly	14.43	16.28	18.37	20.83	23.81	27.20	31.05	35.43	40.42				
15 Biweek	ly 1,154.40	1,302.40	1,469.60	1,666.40	1,904.80	2,176.00	2,484.00	2,834.40	3,233.60				
Annua	* 30,107	33,967	38,327	43,460	49,677	56,750	64,783	73,921	84,332				
Hourly	14.73	16.63	18.75	21.32	24.34	27.82	31.73	36.20	41.33				
16 Biweek	ly 1,178.40	1,330.40	1,500.00	1,705.60	1,947.20	2,225.60	2,538.40	2,896.00	3,306.40				
Annua	* 30,733	34,697	39,120	44,482	50,783	58,044	66,201	75,528	86,231				
Hourly	14.98	16.93	19.15	21.81	24.89	28.42	32.46	36.98	42.26				
17 Biweek	ly 1,198.40	1,354.40	1,532.00	1,744.80	1,991.20	2,273.60	2,596.80	2,958.40	3,380.80				
Annua	* 31,254	35,323	39,955	45,504	51,930	59,295	67,725	77,155	88,171				
Hourly	15.31	17.28	19.55	22.27	25.46	29.06	33.14	37.82	43.17				
18 Biweek		1,382.40	1,564.00	1,781.60	2,036.80	2,324.80	2,651.20	3,025.60	3,453.60				
Annua	* 31,943	36,053	40,789	46,464	53,120	60,631	69,143	78,908	90,070				
Hourly	15.63	17.64	19.97	22.79	26.03	29.71	33.89	38.70	44.16				
19 Biweek	ly 1,250.40	1,411.20	1,597.60	1,823.20	2,082.40	2,376.80	2,711.20	3,096.00	3,532.80				
Annua	* 32,610	36,804	41,665	47,549	54,309	61,987	70,708	80,744	92,135				
Hourly	15.94	18.02	20.40	23.31	26.58	30.35	34.65	39.53	45.13				
20 Biweek	ly 1,275.20	1,441.60	1,632.00	1,864.80	2,126.40	2,428.00	2,772.00	3,162.40	3,610.40				
Annua	* 33,257	37,597	42,563	48,634	55,457	63,322	72,294	82,475	94,159				

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

COMMONWEALTH OF PENNSYLVANIA														
	37½ HOUR STANDARD PAY SCHEDULE													
EFFECTIVE JANUARY 1, 2014														
	PAY SCALE TYPE ST													
PAY	[	PAYSCALE	PAY SCALE											
SCALE		GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP			
LEVEL		1	2	3	4	5	6	7	8	9	10			
1	Hourly	10.97	12.37	13.95	15.71	17.73	20.07	22.90	26.16	29.86	34.06			
1	Biweekly	822.75	927.75	1,046.25	1,178.25	1,329.75	1,505.25	1,717.50	1,962.00	2,239.50	2,554.50			
	Annual*	21,457	24,196	27,286	30,729	34,680	39,257	44,792	51,169	58,406	66,621			
[	Hourly	11.23	12.63	14.20	16.02	18.11	20.50	23.43	26.71	30.50	34.82			
2	Biweekly	842.25	947.25	1,065.00	1,201.50	1,358.25	1,537.50	1,757.25	2,003.25	2,287.50	2,611.50			
<u> </u>	Annual*	21,966	24,704	27,775	31,335	35,423	40,098	45,829	52,245	59,658	68,108			
	Hourly	11.43	12.84	14.50	16.36	18.46	20.93	23.93	27.34	31.21	35.61			
3 1	Biweekly	857.25	963.00	1,087.50	1,227.00	1,384.50	1,569.75	1,794.75	2,050.50	2,340.75	2,670.75			
L	Annual*	22,357	25,115	28,362	32,000	36,108	40,939	46,807	53,477	61,047	69,653			
]	Hourly	11.66	13.12	14.80	16.71	18.84	21.43	24.46	27.96	31.89	36.38			
4	Biweekly	874.50	984.00	1,110.00	1,253.25	1,413.00	1,607.25	1,834.50	2,097.00	2,391.75	2,728.50			
	Annual*	22,807	25,663	28,949	32,685	36,851	41,917	47,844	54,690	62,377	71,159			
]	Hourly	11.90	13.38	15.05	17.01	19.25	21.92	25.01	28.56	32.62	37.16			
5 1	Biweekly	892.50	1,003.50	1,128.75	1,275.75	1,443.75	1,644.00	1,875.75	2,142.00	2,446.50	2,787.00			
	Annual*	23,276	26,171	29,438	33,272	37,653	42,876	48,920	55,863	63,805	72,685			
1	Hourly	12.11	13.63	15.39	17.37	19.65	22.38	25.59	29.21	33.31	38.01			
6	Biweekly	908.25	1,022.25	1,154.25	1,302.75	1,473.75	1,678.50	1,919.25	2,190.75	2,498.25	2,850.75			
	Annual*	23,687	26,660	30,103	33,976	38,435	43,775	50,054	57,135	65,154	74,348			
1	Hourly	12.37	13.95	15.71	17.73	20.07	22.90	26.16	29.86	34.06	38.89			
7 1	Biweekly	927.75	1,046.25	1,178.25	1,329.75	1,505.25	1,717.50	1,962.00	2,239.50	2,554.50	2,916.75			
L	Annual*	24,196	27,286	30,729	34,680	39,257	44,792	51,169	58,406	66,621	76,069			
]	Hourly	12.63	14.20	16.02	18.11	20.50	23.43	26.71	30.50	34.82	39.73			
8 1	Biweekly	947.25	1,065.00	1,201.50	1,358.25	1,537.50	1,757.25	2,003.25	2,287.50	2,611.50	2,979.75			
	Annual*	24,704	27,775	31,335	35,423	40,098	45,829	52,245	59,658	68,108	77,712			
1	Hourly	12.84	14.50	16.36	18.46	20.93	23.93	27.34	31.21	35.61	40.62			
9	Biweekly	963.00	1,087.50	1,227.00	1,384.50	1,569.75	1,794.75	2,050.50	2,340.75	2,670.75	3,046.50			
	Annual*	25,115	28,362	32,000	36,108	40,939	46,807	53,477	61,047	69,653	79,453			
[	Hourly	13.12	14.80	16.71	18.84	21.43	24.46	27.96	31.89	36.38	41.54			
10	Biweekly	984.00	1,110.00	1,253.25	1,413.00	1,607.25	1,834.50	2,097.00	2,391.75	2,728.50	3,115.50			
	Annual*	25,663	28,949	32,685	36,851	41,917	47,844	54,690	62,377	71,159	81,252			

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COMMONWEALTH OF PENNSYLVANIA															
37½ HOUR STANDARD PAY SCHEDULE															
EFFECTIVE JANUARY 1, 2014															
	PAY SCALE TYPE ST														
PAY [	PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE					
SCALE	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP					
LEVEL	1	2	3	4	5	6	7	8	· 9	10					
Hourly	13.38	15.05	17.01	19.25	21.92	25.01	28.56	32.62	37.16	42.47					
11 Biweekly	1,003.50	1,128.75	1,275.75	1,443.75	1,644.00	1,875.75	2,142.00	2,446.50	2,787.00	3,185.25					
Annual*	26,171	29,438	33,272	37,653	42,876	48,920	55,863	63,805	72,685	83,071					
Hourly	13.63	15.39	17.37	19.65	22.38	25.59	29.21	33.31	38.01	43.39					
12 Biweekly	1,022.25	1,154.25	1,302.75	1,473.75	1,678.50	1,919.25	2,190.75	2,498.25	2,850.75	3,254.25					
Annual*	26,660	30,103	33,976	38,435	43,775	50,054	57,135	65,154	74,348	84,871					
Hourly	13.95	15.71	17.73	20.07	22.90	26.16	29.86	34.06	38.89	44.38					
13 Biweekly	1,046.25	1,178.25	1,329.75	1,505.25	1,717.50	1,962.00	2,239.50	2,554.50	2,916.75	3,328.50					
Annual*															
Hourly															
14 Biweekly	1,065.00	1,201.50	1,358.25	1,537.50	1,757.25	2,003.25	2,287.50	2,611.50	2,979.75	3,402.00					
Annual*	27,775	31,335	35,423	40,098	45,829	52,245	59,658	68,108	77,712	88,724					
Hourly	14.50	16.36	18.46	20.93	23.93	27.34	31.21	35.61	40.62	46.37					
15 Biweekly	1,087.50	1,227.00	1,384.50	1,569.75	1,794.75	2,050.50	2,340.75	2,670.75	3,046.50	3,477.75					
Annual*	28,362	32,000	36,108	40,939	46,807	53,477	61,047	69,653	79,453	90,700					
Hourly	14.80	16.71	18.84	21.43	24.46	27.96	31.89	36.38	41.54	47.39					
16 Biweekly	1,110.00	1,253.25	1,413.00	1,607.25	1,834.50	2,097.00	2,391.75	2,728.50	3,115.50	3,554.25					
Annual*	28,949	32,685	36,851	41,917	47,844	54,690	62,377	71,159	`81,252	92,695					
Hourly	15.05	17.01	19.25	21.92	25.01	28.56	32.62	37.16	42.47	48.49					
17 Biweekly	1,128.75	1,275.75	1,443.75	1,644.00	1,875.75	2,142.00	2,446.50	2,787.00	3,185.25	3,636.75					
Annual*	29,438	33,272	37,653	42,876	48,920	55,863	63,805	72,685	83,071	94,846					
Hourly	15.39	17.37	19.65	22.38	25.59	29.21	33.31	38.01	43.39	49.57					
18 Biweekly	1,154.25	1,302.75	1,473.75	1,678.50	1,919.25	2,190.75	2,498.25	2,850.75	3,254.25	3,717.75					
Annual*	30,103	33,976	38,435	43,775	50,054	57,135	65,154	74,348	84,871	96,959					
Hourly	15.71	17.73	20.07	22.90	26.16	29.86	34.06	38.89	44.38	50.65					
19 Biweekly	1,178.25	1,329.75	1,505.25	1,717.50	1,962.00	2,239.50	2,554.50	2,916.75	3,328.50	3,798.75					
Annual*	30,729	34,680	39,257	44,792	51,169	58,406	66,621	76,069	86,807	99,071					
Hourly	16.02	18.11	20.50	23.43	26.71	30.50	34.82	39.73	45.36	51.78					
20 Biweekly	1,201.50	1,358.25	1,537.50	1,757.25	2,003.25	2,287.50	2,611.50	2,979.75	3,402.00	3,883.50					
Annual*	31,335	35,423	40,098	45,829	52,245	59,658	68,108	77,712	88,724	101,282					

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

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COMMONWEALTH OF PENNSYLVANIA																
	•			40 H	IOUR S	T	ANDAI	<b>Z</b>	D PAY :	S	CHEDI	J	LE			
EFFECTIVE JANUARY 1, 2014																
PAY SCALE TYPE ST																
PAY	[	PAY SCALE	Ī	PAYSCALE	PAY SCALE	]	PAY SCALE	Ĩ	PAY SCALE	Ĩ	PAY SCALE		PAY SCALE	[	PAY SCALE	PAY SCALE
SCALI	e	GROUP		GROUP	GROUP		GROUP		GROUP		GROUP		GROUP		GROUP	GROUP
LEVEI	~	1		2	3		4		5		6		7		8	9
	Hourly	10.97	ľ	12.37	13.95		15.71		17.73		20.07		22.90		26.16	29.86
1	Biweekly	877.60		989.60	1,116.00		1,256.80		1,418.40		1,605.60		1,832.00		2,092.80	2,388.80
	Annual*	22,888		25,809	29,105		32,777		36,992		41,874		47,779		54,580	62,300
	Hourly	11.23		12.63	14.20		16.02		18.11		20.50		23.43		26.71	30.50
2	Biweekly	898.40		1,010.40	1,136.00		1,281.60		1,448.80		1,640.00		1,874.40		2,136.80	2,440.00
	Annual*	23,430		26,351	29,627		33,424		37 <i>,</i> 785		42,771		48,884		55,728	63,635
	Hourly	11.43		12.84	14.50		16.36		18.46		20.93		23.93		27.34	31.21
3	Biweekly	914.40		1,027.20	1,160.00		1,308.80		1,476.80		1,674.40		1,914.40		2,187.20	2,496.80
	Annual*	23,848		26,789	30,253		34,134		38,515		43,668		49,928		57,042	65,117
	Hourly	11.66	ŀ	13.12	14.80		16.71		18.84		21.43		24.46		27.96	31.89
4	Biweekly	932.80		1,049.60	1,184.00		1,336.80		1,507.20		1,714.40		1,956.80		2,236.80	2,551.20
	Annual*	24,327		27,374	30,879		34,864		39,308		44,712		51,033		58,336	66,535
<u> </u>	Hourly	11.90		13.38	15.05		17.01		19.25		21.92		25.01		28.56	32.62
5	Biweekly	952.00		1,070.40	1,204.00		1,360.80		1,540.00		1,753.60		2,000.80		2,284.80	2,609.60
	Annual*	24,828		27,916	31,400		35,490		40,163		45,734		52,181		59,588	68,058
	Hourly	12.11		13.63	15.39		17.37		19.65		22.38		25.59		29.21	33.31
6	Biweekly	968.80		1,090.40	1,231.20		1,389.60		1,572.00		1,790.40		2,047.20		2,336.80	2,664.80
	Annual*	25,266		28,438	32,110		36,241		40,998		46,694		53,391		60,944	69,498
	Hourly	12.37		13.95	15.71	ł	17.73		20.07		22.90		26.16		29.86	34.06
7	Biweekly	989.60		1,116.00	1,256.80		1,418.40		1,605.60		1,832.00		2,092.80		2,388.80	2,724.80
	Annual*	25,809		29,105	32,777		36,992		41,874		47,779		54,580	•	62,300	71,063
	Hourly	12.63		14.20	16.02		18.11		20.50		23.43		26.71		30.50	 34.82
8	Biweekly	1,010.40		1,136.00	1,281.60		1,448.80		1,640.00		1,874.40		2,136.80		2,440.00	2,785.60
	Annual*	26,351		29,627	33,424		37,785		42,771		48,884		55,728		63,635	72,648
	Hourly	12.84		14.50	16.36		18.46		20.93		23.93		27.34		31.21	35.61
9	Biweekly	1,027.20		1,160.00	1,308.80		1,476.80		1,674.40		1,914.40		2,187.20		2,496.80	2,848.80
	Annual*	26,789		30,253	34,134		38,515		43,668		49,928		57,042		65,117	74,297
	Hourly	13.12		14.80	16.71		18.84		21.43		24.46		27.96		31.89	36.38
10	Biweekly	1,049.60		1,184.00	1,336.80		1,507.20		1,714.40	1	1,956.80		2,236.80		2,551.20	2,910.40
	Annual*	27,374		30,879	34,864		39,308		44,712	ļ	51,033		58,336		66,535	75,903

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COMMONWEALTH OF PENNSYLVANIA														
	40 HOUR STANDARD PAY SCHEDULE													
EFFECTIVE JANUARY 1, 2014														
	PAY SCALE TYPE ST													
PAY	PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE					
SCALE	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP					
LEVEL	1	2	3	4	5	6	7	8	9					
Hourly	13.38	15.05	17.01	19.25	21.92	25.01	28.56	32.62	37.16					
11 Biweekly	1,070.40	1,204.00	1,360.80	1,540.00	1,753.60	2,000.80	2,284.80	2,609.60	2,972.80					
Annual*	27,916	31,400	35,490	40,163	45,734	52,181	59,588	68,058	77,531					
Hourly	13.63	15.39	17.37	19.65	22.38	25.59	29.21	33.31	38.01					
12 Biweekly	1,090.40	1,231.20	1,389.60	1,572.00	1,790.40	2,047.20	2,336.80	2,664.80	3,040.80					
Annual*	28,438	32,110	36,241	40,998	46,694	53,391	60,944	69,498	79,304					
Hourly	13.95	15.71	17.73	20.07	22.90	26.16	29.86	34.06	38.89					
13 Biweekly	1,116.00	1,256.80	1,418.40	1,605.60	1,832.00	2,092.80	2,388.80	2,724.80	3,111.20					
1.3         Biweekiy         1,116.00         1,256.80         1,418.40         1,605.60         1,532.00         2,092.80         2,586.80         2,724.80         3,111.20           Annual*         29,105         32,777         36,992         41,874         47,779         54,580         62,300         71,063         81,140														
Hourly	14.20	16.02	18.11	20.50	23.43	26.71	30.50	34.82	39.73					
14 Biweekly	1,136.00	1,281.60	1,448.80	1,640.00	1,874.40	2,136.80	2,440.00	2,785.60	3,178.40					
Annual*	· 29,627	33,424	37,785	42,771	48,884	55,728	63,635	72,648	82,893					
Hourly	14.50	16.36	18.46	20.93	23.93	27.34	31.21	35.61	40.62					
15 Biweekly		1,308.80	1,476.80	1,674.40	1,914.40	2,187.20	2,496.80	2,848.80	3,249.60					
Annual*	30,253	34,134	38,515	43,668	49,928	57,042	65,117	74,297	84,750					
Hourly	14.80	16.71	18.84	21.43	24.46	27.96	31.89	36.38	41.54					
16 Biweekly	1,184.00	1,336.80	1,507.20	1,714.40	1,956.80	2,236.80	2,551.20	2,910.40	3,323.20					
Annual*	30,879	34,864	39,308	44,712	51,033	58,336	66,535	75,903	86,669					
Hourly	15.05	17.01	19.25	21.92	25.01	28.56	32.62	37.16	42.47					
17 Biweekly		1,360.80	1,540.00	1,753.60	2,000.80	2,284.80	2,609.60	2,972.80	3,397.60					
Annual*	31,400	35,490	40,163	45,734	52,181	59,588	68,058	77,531	88,609					
Hourly	15.39	17.37	19.65	22.38	25.59	29.21	33.31	38.01	43.39					
18 Biweekly		1,389.60	1,572.00	1,790.40	2,047.20	2,336.80	2,664.80	3,040.80	3,471.20					
Annual*	32,110	36,241	40,998	46,694	53,391	60,944	69,498	79,304	90,529					
Hourly	15.71	17.73	20.07	22.90	26.16	29.86	34.06	38.89	44.38					
19 Biweekly		1,418.40	1,605.60	1,832.00	2,092.80	2,388.80	2,724.80	3,111.20	3,550.40					
Annual*	32,777	36,992	41,874	47,779	54,580	62,300	71,063	81,140	92,594					
Hourly	16.02	18.11	20.50	23.43	26.71	30.50	34.82	39.73	45.36					
20 Biweekly	11	1,448.80	1,640.00	1,874.40	2,136.80	2,440.00	2,785.60	3,178.40	3,628.80					
Annual*	33,424	37,785	42,771	48,884	55,728	63,635	72,648	82,893	94,639					

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

COMMONWEALTH OF PENNSYLVANIA													
37½ HOUR STANDARD PAY SCHEDULE													
EFFECTIVE JULY 1, 2014													
PAY SCALE TYPE ST													
PAY	PAY SCAL	ē	PAY SCALE	PAY SCALE	PAY SCAL	E	PAY SCALE		PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE	PAYSCAL
SCALE	GROUP		GROUP	GROUP	GROUP		GROUP		GROUP	GROUP	GROUP	GROUP	GROUP
LEVEL	1		2	3	4		5		6	7	8	9	10
Hour	· .		12.62	14.23	16.02		18.08		20.47	23.36	26.68	30.46	34.74
<b>1</b> Biwe			946.50	1,067.25	1,201.50		1,356.00		1,535.25	1,752.00	2,001.00	2,284.50	2,605.50
Arini	al* 21,888	_	24,685	27,834	31,335	5	35,364		40,039	45,692	52,186	59,580	67,951
Hour	ly 11.45		12.88	14.48	16.34	Ē	18.47		20.91	23.90	27.24	31.11	35.52
2 Biwe	kly 858.75		966.00	1,086.00	1,225.50		1,385.25		1,568.25	1,792.50	2,043.00	2,333.25	2,664.00
Annt	al* 22,396	_	25,193	28,323	31,961		36,127		40,900	46,748	53,281	60,851	69,477
Hour	ly 11.66	-	13.10	14.79	16.69	5	18.83		21.35	24.41	27.89	31.83	36.32
3 Biwe	kly 874.50		982.50	1,109.25	1,251.75	5	1,412.25		1,601.25	1,830.75	2,091.75	2,387.25	2,724.00
Annu	al* 22,807		25,624	28,929	32,646	;	36,831		41,761	47,746	54,553	62,259	71,042
Hour	y 11.89	1	13.38	15.10	17.04	l I	19.22		21.86	24.95	28.52	32.53	37.11
4 Biwe	kly 891.75		1,003.50	1,132.50	1,278.00	)	1,441.50		1,639.50	1,871.25	2,139.00	2,439.75	2,783.25
Annu	al* 23,257		26,171	29,536	33,330	2	37,594		42,758	48,802	55,785	63,629	72,587
Hour	y 12.14		13.65	15.35	17.35	;	19.64		22.36	25.51	29.13	33.27	37.90
5 Biwe	kly 910.50		1,023.75	1,151.25	1,301.25	;	1,473.00		1,677.00	1,913.25	2,184.75	2,495.25	2,842.50
Annu	al* 23,746		26,699	30,025	33,937	7	38,416		43,736	49,898	56,978	65,076	74,132
Hour	y 12.35	1	13.90	15.70	17.72	2	20.04		22.83	26.10	29.79	33.98	38.77
6 Biwe	ekly 926.25		1,042.50	1,177.50	1,329.00	)	1,503.00		1,712.25	1,957.50	2,234.25	2,548.50	2,907.75
Annu	al* <u>24,157</u>		27,188	30,709	34,660	)	39,198		44,655	51,052	58,269	66,465	75,834
Hour	y 12.62	1	14.23	16.02	18.08	5	20.47		23.36	26.68	30.46	34.74	39.67
7 Biwe	kly 946.50		1,067.25	1,201.50	1,356.00	)	1,535.25		1,752.00	2,001.00	2,284.50	2,605.50	2,975.25
Annu	al* 24,685		27,834	31,335	35,364		40,039		45,692	52,186	59,580	67,951	77,595
Hour	y 12.88		14.48	16.34	18.47	7	20.91		23.90	27.24	31.11	35.52	40.52
8 Biwe	kly 966.00		1,086.00	1,225.50	1,385.25		1,568.25		1,792.50	2,043.00	2,333.25	2,664.00	3,039.00
Anno	al* 25,193		28,323	31,961	36,127	<u></u>	40,900		46,748	53,281	60,851	69,477	79,257
Hour	y 13.10	1	14.79	16.69	18.83	;	21.35		24.41	27.89	31.83	36.32	41.43
9 Biwe	kly 982.50		1,109.25	1,251.75	1,412.25	;	1,601.25		1,830.75	2,091.75	2,387.25	2,724.00	3,107.25
Annu	al* 25,624		28,929	32,646	36,831		41,761		47,746	54,553	62,259	71,042	81,037
Hour	y 13.38		15.10	17.04	19.22	:	21.86		24.95	28.52	32.53	37.11	42.37
10 Biwee	kly 1,003.50		1,132.50	1,278.00	1,441.50		1,639.50		1,871.25	2,139.00	2,439.75	2,783.25	3,177.75
Annu	al* 26,171		29,536	33,330	37,594		42,758		48,802	55,785	63,629	72,587	82,876

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	COMMONWEALTH OF PENNSYLVANIA														
	37½ HOUR STANDARD PAY SCHEDULE														
EFFECTIVE JULY 1, 2014															
	PAY SCALE TYPE ST														
PAY	PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE					
SCALE	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP	GROUP					
LEVEL	1	2	3	4	5	6	7	8	9	10					
Hourly	13.65	15.35	17.35	19.64	22.36	25.51	29.13	33.27	37.90	43.32					
11 Biweekly	1,023.75	1,151.25	1,301.25	1,473.00	1,677.00	1,913.25	2,184.75	2,495.25	2,842.50	3,249.00					
Annual*	26,699	30,025	33,937	38,416	43,736	49,898	56,978	65,076	74,132	84,734					
Hourly	13.90	15.70	17.72	20.04	22.83	26.10	29.79	33.98	38.77	44.26					
12 Biweekly	1,042.50	1,177.50	1,329.00	1,503.00	1,712.25	1,957.50	2,234.25	2,548.50	2,907.75	3,319.50					
Annual*	27,188	30,709	34,660	39,198	44,655	51,052	58,269	66,465	75,834	86,573					
Hourly	14.23	16.02	18.08	20.47	23.36	26.68	30.46	34.74	39.67	45.27					
13 Biweekly	1,067.25	1,201.50	1,356.00	1,535.25	1,752.00	2,001.00	2,284.50	2,605.50	2,975.25	3,395.25					
Annual*															
Hourly															
14 Biweekly	1,086.00	1,225.50	1,385.25	1,568.25	1,792.50	2,043.00	2,333.25	2,664.00	3,039.00	3,470.25					
Annual*	28,323	31,961	36,127	40,900	46,748	53,281	60,851	69,477	79,257	90,504					
Hourly	14.79	16.69	18.83	21.35	24.41	27.89	31.83	36.32	41.43	47.30					
15 Biweekly	1,109.25	1,251.75	1,412.25	1,601.25	1,830.75	2,091.75	2,387.25	2,724.00	3,107.25	3,547.50					
Annual*	28,929	32,646	36,831	41,761	47,746	54,553	62,259	71,042	81,037	92,519					
Hourly	15.10	17.04	19.22	21.86	24.95	28.52	32.53	37.11	42.37	48.34					
16 Biweekly	1,132.50	1,278.00	1,441.50	1,639.50	1,871.25	2,139.00	2,439.75	2,783.25	3,177.75	3,625.50					
Annual*	29,536	33,330	37,594	42,758	48,802	55,785	63,629	72,587	82,876	94,553					
Hourly	15.35	17.35	19.64	22.36	25.51	29.13	33.27	37.90	43.32	49.46					
17 Biweekly	1,151.25	1,301.25	1,473.00	1,677.00	1,913.25	2,184.75	2,495.25	2,842.50	3,249.00	3,709.50					
Annual*	30,025	33,937	38,416	43,736	49,898	56,978	65,076	74,132	84,734	96,744					
Hourly	15.70	17.72	20.04	22.83	26.10	29.79	33.98	38.77	44.26	50.56					
18 Biweekly	1,177.50	1,329.00	1,503.00	1,712.25	1,957.50	2,234.25	2,548.50	2,907.75	3,319.50	3,792.00					
Annual*	30,709	34,660	39,198	44,655	51,052	58,269	66,465	75,834	86,573	98,895					
Hourly	16.02	18.08	20.47	23.36	26.68	30.46	34.74	39.67	45.27	51.66					
19 Biweekly	1,201.50	1,356.00	1,535.25	1,752.00	2,001.00	2,284.50	2,605.50	2,975.25	3,395.25	3,874.50					
Annual*	31,335	35,364	40,039	45,692	52,186	59,580	67,951	77,595	88,548	101,047					
Hourly	16.34	18.47	20.91	23.90	27.24	31.11	35.52	40.52	46.27	52.82					
20 Biweekly	1,225.50	1,385.25	1,568.25	1,792.50	2,043.00	2,333.25	2,664.00	3,039.00	3,470.25	3,961.50					
Annual*	31,961	36,127	40,900	46,748	53,281	60,851	69,477	79,257	90,504	103,316					

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

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COMMONWEALTH OF PENNSYLVANIA																		
40 HOUR STANDARD PAY SCHEDULE																		
EFFECTIVE JULY 1, 2014																		
PAY SCALE TYPE ST																		
PAY	[	PAY SCALE	ſ	PAY SCALE	P	AYSCALE		PAY SCALE	Î	PAY SCALE	<u>ن</u> يد 	PAYSCALE	ĩ	PAYSCALE	[	PAY SCALE	] [	PAYSCALE
SCALE		GROUP		GROUP		GROUP		GROUP		GROUP		GROUP		GROUP		GROUP		GROUP
LEVEL		1		2		3		4		5		6		7		8		9
	Hourly	11.19		12.62		14.23		16.02		18.08		20.47	ľ	23.36		26.68		30.46
1	Biweekly	895.20		1,009.60		1,138.40		1,281.60		1,446.40		1,637.60		1,868.80		2,134.40		2,436.80
	Annual*	23,347		26,330		29,689		33,424		37,722		42,709		48,738		55,665		63,552
	Hourly	11.45		12.88	F	14.48		16.34		18.47		20.91		23.90		27.24		31.11
2	Biweekly	916.00		1,030.40		1,158.40		1,307.20		1,477.60		1,672.80	1	1,912.00		2,179.20		2,488.80
	Annual*	23,889		26,873		30,211		34,092		38,536		43,627		49,865		56,834		64,908
	Hourly	11.66		13.10	-	14.79		16.69		18.83		21.35		24.41		27.89		31.83
3	Biweekly	932.80		1,048.00		1,183.20		1,335.20		1,506.40		1,708.00		1,952.80		2,231.20		2,546.40
S biweerly         952.30         1,040.00         1,133.20         1,535.20         1,536.40         1,752.30         2,231.20         2,546.40           Annual*         24,327         27,332         30,858         34,822         39,287         44,545         50,929         58,190         66,410																		
	Hourly	11.89	┟	13.38		15.10		17.04		19.22		21.86		24.95		28.52		32.53
4	Biweekly	951.20		1,070.40		1,208.00		1,363.20	l	1,537.60		1,748.80		1,996.00		2,281.60		2,602.40
	Annual*	24,807		27,916		31,505		35,552		40,101		45,609		52,056		59,504		67,871
	Hourly	12.14	ľ	13.65		15.35		17.35		19.64		22.36		25.51		29.13		33.27
5	Biweekly	971.20		1,092.00		1,228.00		1,388.00		1,571.20		1,788.80		2,040.80		2,330.40		2,661.60
	Annual*	25,329		28,479		32,026		36,199		40,977		46,652		53,224		60,777		69,415
	Hourly	12.35	ŀ	13.90	-	15.70		17.72		20.04		22.83		26.10		29.79		33.98
6	Biweekly	988.00		1,112.00		1,256.00		1,417.60		1,603.20		1,826.40		2,088.00		2,383.20		2,718.40
	Annual*	25,767		29,001		32,756		36,971		41,811		47,633		54,455		62,154		70,896
	Hourly	12.62		14.23		16.02		18.08		20.47		23.36		26.68		30.46		· 34.74
7	Biweekly	1,009.60	****	1,138.40		1,281.60		1,446.40		1,637.60	ľ	1,868.80		2,134.40		2,436.80		2,779.20
	Annual*	26,330		29,689		33,424		37,722		42,709	ľ	48,738		55,665		63,552		72,482
	Hourly	12.88	-	14.48	-	16.34		18.47		20.91		23.90		27.24		31.11		35.52
8	Biweekly	1,030.40		1,158.40		1,307.20		1,477.60		1,672.80		1,912.00		2,179.20		2,488.80		2,841.60
	Annual*	26,873		30,211		34,092		38,536		43,627		49,865		56,834		64,908		74,109
	Hourly	13.10	ľ	14.79		16.69		18.83		21.35		24.41		27.89		31.83		36.32
9	Biweekly	1,048.00		1,183.20		1,335.20		1,506.40		1,708.00		1,952.80		2,231.20		2,546.40		2,905.60
	Annual*	27,332		30,858		34,822		39,287		44,545		50,929		58,190		66,410		75,778
	Hourly	13.38		15.10		17.04		19.22		21.86		24.95		28.52		32.53		37.11
10	Biweekly	1,070.40		1,208.00		1,363.20		1,537.60		1,748.80		1,996.00		2,281.60		2,602.40		2,968.80
	Annual*	27,916		31,505		35,552		40,101	Į	45,609		52,056		59,504		67,871		77,426

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			40 J	H					D PAY			ונ	LE				
EFFECTIVE JULY 1, 2014																	
PAY SCALE TYPE ST																	
PAY	PAY SCALE		PAY SCALE		PAY SCALE	1	PAY SCALE		PAY SCALE	ſ	PAY SCALE		PAY SCALE		PAY SCALE	1	PAY SCALI
SCALE	GROUP		GROUP		GROUP		GROUP		GROUP		GROUP		GROUP		GROUP		GROUP
LEVEL	1		2		3		4		5		6		7		8		9
Hourly	13.65		15.35		17.35	:	19.64		22.36		25.51		29.13		33.27		37.90
11 Biweekly	1,092.00		1,228.00		1,388.00	-	1,571.20		1,788.80		2,040.80		2,330.40		2,661.60		3,032.00
Annual*	28,479		32,026		36,199		40,977		46,652		53,224		60,777		69,415		79,075
Hourly	13.90		15.70		17.72		20.04		22.83		26.10		29.79		33.98		38.77
12 Biweekly	1,112.00		1,256.00		1,417.60		1,603.20		1,826.40		2,088.00		2,383.20		2,718.40		3,101.60
Annual*	29,001		32,756		36,971		41,811		47,633		54,455		62,154		70,896		80,890
Hourly	14.23		16.02		18.08		20.47		23.36		26.68		30.46		34.74		39.67
13 Biweekly	1,138.40		1,281.60		1,446.40		1,637.60		1,868.80		2,134.40		2,436.80		2,779.20		3,173.60
13         Brweekly         1,138,40         1,281,60         1,446,40         1,657,60         1,888,80         2,134,40         2,436,80         2,779,20         3,173,60           Annual*         29,689         33,424         37,722         42,709         48,738         55,665         63,552         72,482         82,767																	
Hourly	14.48		16.34		18.47		20.91		23.90		27,24		31.11		35.52		40.52
14 Biweekly	1,158.40		1,307.20		1,477.60		1,672.80		1,912.00		2,179.20		2,488.80		2,841.60		3,241.60
Annual*	30,211		34,092		38,536		43,627		49,865		56,834		64,908		74,109		84,541
Hourly	14.79		16.69		18.83		21.35		24.41		27.89		31.83		36.32		41.43
15 Biweekly			1,335.20		1,506.40		1,708.00		1,952.80		2,231.20		2,546.40		2,905.60		3,314.40
Annual*	30,858		34,822		39,287		44,545		50,929		58,190		66,410	1	75,778		86,440
Hourly	15.10		17.04		19.22		21.86		24.95		28.52		32.53		37.11		42.37
16 Biweekly	1,208.00		1,363.20		1,537.60		1,748.80		1,996.00		2,281.60		2,602.40		2,968.80		3,389.60
Annual*	31,505		35,552		40,101		45,609		52,056		59,504		67,871		77,426		88,401
Hourly	15.35		17.35		19.64		22.36		25.51		29.13		33.27		37.90		43.32
17 Biweekly	1 1		1,388.00		1,571.20		1,788.80		2,040.80		2,330.40		2,661.60		3,032.00		3,465.60
Annual*	32,026		36,199		40,977		46,652		53,224		60,777		69,415		79,075		90,383
Hourly	15.70		17.72		20.04		22.83		26.10		29.79		33.98		38.77		44.26
18 Biweekly			1,417.60		1,603.20		1,826.40		2,088.00		2,383.20		2,718.40		3,101.60		3,540.80
Annual*	32,756		36,971		41,811		47,633		54,455		62,154		70,896		80,890		92,344
Hourly	16.02		18.08		20.47	ŀ	23.36		26.68		30.46		34.74		39.67		45.27
19 Biweekly			1,446.40		1,637.60		1,868.80		2,134.40		2,436.80		2,779.20		3,173.60		3,621.60
Annual*	33,424		37,722		42,709		48,738		55,665		63,552		72,482		82,767		94,451
Hourly	16.34		18.47		20.91		23.90		27.24		31.11		35.52		40.52		46.27
20 Biweekly			1,477.60		1,672.80		1,912.00		2,179.20		2,488.80		2,841.60		3,241.60		3,701.60
Annual*	34,092		38,536		43,627		49,865		56,834		64,908		74,109		84,541		96,538

Approximate annual rate is derived by multiplying the biweekly rate by 26.08 and rounding to the nearest dollar.
 Applies to all employes 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.
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#### **APPENDIX F**

### **ORGANIZATIONAL SENIORITY UNITS**

### AGRICULTURE

**Furloughs and Promotions** 

- 1) Headquarters (including Farm Show)
- 2) Each Horse/Harness Racing Facility

## **CONSERVATION AND NATURAL RESOURCES**

**Furloughs and Promotions** 

- 1. Regional Park Offices
  - Parks Bendigo Complex Elk Kinzua Black Moshannon Chapman Hills Creek Complex Leonard Harrison **Colton Point** Lyman Run Patterson **Prouty Place** Cherry Springs Denton Hill Kettle Creek Complex Ole Bull R. B. Winter Complex Ravensburg McCall Dam Sand Bridge Reeds Gap Complex Poe Valley Poe Paddy Sinnemahoning Sizerville Complex Bucktail Shikellamy Complex Milton Susquehanna

Mt. Pisgah **Bald Eagle** Little Pine Complex Hyner Run Little Pine Upper Pine Bottom Hyner View Point Allegheny Islands Cook Forest Complex Clear Creek Keystone Laurel Hill Complex Kooser Laurel Ridge Linn Run Complex Laurel Mt. Laurel Summit Moraine Complex McConnell's Mill Ohiopyle Raccoon Creek Hillman M. K. Goddard Yellow Creek Presque Isle **Erie Bluffs** Oil Creek Pymatuning Caledonia Complex Mt. Alto Colonel Denning Complex **Big Spring** Fowler's Hollow Cowans Gap Complex Buchanan's Birthplace Gifford Pinchot Greenwood Furnace Complex Whipple Dam Penn Roosevelt

Pine Grove Furnace Prince Gallitzin Codorus

Little Buffalo Joseph E. Ibberson Conservation Area Boyd Big Tree Conservation Area Canoe Creek Complex Trough Creek Warriors Path Susquehannock Samuel Lewis Shawnee Blue Knob Frances Slocum Fort Washington French Creek Complex Marsh Creek Hickory Run Complex Lehigh Gorge Nescopeck Neshaminy Benjamin Rush Tuscarora Complex Locust Lake Promised Land Varden Conservation Area **Ricketts Glen** Tobyhanna Complex Gouldsboro **Big** Pocono Nockamixon Worlds End Memorial Lake Complex Swatara Tyler **Ridley** Creek Lackawanna Complex Archbald Pothole Salt Springs Prompton . Beltzville Evansburg Delaware Canal **Ralph Stover** White Clay Creek Norristown Parker Dam Complex S. B. Elliott

Nolde Kings Gap Jennings Jacobsburg

### **GENERAL SERVICES**

**Furloughs and Promotions** 

Headquarters DGS Annex (2) Non-Civil Service Civil Service

### LABOR AND INDUSTRY

Furloughs and Promotions

1) Hiram G. Andrews Center

### MILITARY AND VETERANS' AFFAIRS

Furloughs and Promotions

- 1) Headquarters
- 2) Pennsylvania Soldiers and Sailors Home Erie
- 3) Hollidaysburg Veterans Home
- 4) Southeastern Pennsylvania Veterans Center
- 5) Gino J. Merli Veterans Center
- 6) Southwestern Pennsylvania Veterans Center
- 7) Delaware Valley Veterans Home

### **PUBLIC WELFARE**

Furloughs and Promotions

1) Each Institution

Youth Development Centers Mental Health, Mental Retardation

# APPENDIX G

# CLASS SERIES AND ENTRANCE LEVEL CLASSES

Class Code	Class Title	Pay Scale Group
74720*	Security Officer 2	4
74801*	Installation Police Officer Supervisor, DMV	A 7

\* Asterisk denotes entrance level classification