

AGREEMENT

BETWEEN

PENNSYLVANIA PUBLIC UTILITY COMMISSION

AND

COMMONWEALTH BAR ASSOCIATION

Effective: July 1, 2011 thru June 30, 2015

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## **ARTICLE 1 PREAMBLE**

This Agreement constitutes a collective bargaining agreement by and between the Pennsylvania Public Utility Commission (Employer) and the Commonwealth Bar Association (Union) pursuant to applicable law.

## **ARTICLE 2 PURPOSE**

Section 1. The Employer and the Union agree that the purpose of this Agreement is as follows:

- a. To establish and maintain a cooperative and harmonious relationship between the Employer and the Union;
- b. To set forth certain terms and conditions of employment of the employees covered by this Agreement;
- c. To establish a vehicle and means for remedying disagreements between the Employer and the Union;
- d. To facilitate the efficient administration of the Public Utility Code.

Section 2. It is understood by the parties that the provisions of Section 1 may be used by an arbitrator solely for reference and guidance purposes.

## **ARTICLE 3 RECOGNITION**

Section 1. In recognition of the fact that a majority of the employees of the unit described in the certification listed below have selected the Union as exclusive bargaining representative and that a certification has been issued to this effect, the Employer hereby reaffirms its recognition of the Union as the exclusive bargaining representative of employees in the unit certified by the Pennsylvania Labor Relations Board in Case No. PERA-R-9937-C.

## **ARTICLE 4 MANAGEMENT RIGHTS**

Section 1. It is understood and agreed by the parties that the Employer, at its sole discretion, possesses the right, in accordance with applicable laws and regulations, to manage all operations including the direction of the Law Bureau and the Bureau of Investigation and Enforcement, and

the right to plan, direct and control the operation of all equipment and other property of the Employer except as specifically modified by the terms of this Agreement.

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

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

Section 3. If, on the date of execution of this Agreement, there is any conflict between the terms of this Agreement and any related policies of the Employer concerning terms and conditions of employment, the provisions of this Agreement shall take precedence over the terms of the conflicting policy or policies.

## **ARTICLE 5 RIGHTS OF THE UNION**

Section 1. The Employer recognizes the Union as the exclusive representative of all employees in the unit described in Article 3 of this Agreement. The Union shall have all such rights and be subject to all such limitations as provided by law and is entitled to represent all employees in the unit.

Section 2. Employee benefits and working conditions now existing and not in conflict with the terms of this Agreement shall remain in effect, subject, however, to the right of the Employer to change these benefits or working conditions in the exercise of its management rights reserved to it under Article 4 of this Agreement. These rights shall not be exercised arbitrarily or capriciously.

Section 3. Any policies and procedures which relate to collective bargaining matters for public employees in this bargaining unit, and in the exclusive possession of the Employer shall, upon request of the Union, be made available for inspection and study by the Union and photocopying if requested at a reasonable cost to the Union, at the appropriate office of the Employer.

## **ARTICLE 6 PEACE AND STABILITY**

Section 1. It is understood that there shall be no strike, as that term is defined under the Public Employee Relations Act, 43 P.S. 1101.301(9) during the life of this Agreement, nor shall any officer, representative, or official of the Union authorize, assist or encourage any such strike during the life of this Agreement.

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

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

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

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

## **ARTICLE 7 HOURS OF EMPLOYMENT**

Section 1. The work day shall consist of 7½ hours within a pre-established work schedule exclusive of any meal periods.

Section 2. It is expressly understood that the Employer reserves the right to post work schedules at each work site for informational purposes only.

Section 3. The workweek shall be Monday through Friday unless otherwise designated by the Employer and shall be 37½ hours in length.

Section 4. Any change in work hours or workweek by the Employer shall, wherever possible, be discussed with the Association with as much advance notice as possible.

## **ARTICLE 8 SALARIES AND WAGES**

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

Section 2. Effective July 1, 2012, each employee covered by this Agreement 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.

Section 3. Effective July 1, 2013, each employee covered by this Agreement 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.

Section 4. Effective January 1, 2014, each employee covered by this Agreement 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.

Section 5. Effective July 1, 2014, each employee covered by this Agreement 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.

Section 6. 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 2, 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 the 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.

Section 7. Employees hired into classifications covered by this Agreement shall be paid the minimum rate except as provided in Section 13 for the pay scale group assigned to their classification as reflected on the Standard Pay Schedule.

Section 8. a. Employees covered by this Agreement 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 Agreement 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 Agreement who have been employed continuously by the Commonwealth since January 31, 2014, will be eligible to receive a one step service increment effective on the first day of the first full pay period in January 2015.

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

e. During the term of this Agreement, employees who are at or above the maximum step of their pay scale group at the time they become eligible for a service increment

as outlined in Subsections a., b., and c., shall receive the annual amount of a two and one-quarter percent (2.25%) increase in the form of a one-time cash payment rounded to the nearest dollar.

Section 9. a. When an employee covered by this Agreement is promoted to another classification in a higher pay scale group, the employee shall receive an increase of four steps for each pay scale group the employee is promoted or to the minimum of the new pay scale group, whichever is greater (except as indicated in Article 24, Section 3).

b. When an employee covered by this Agreement is demoted (including demotions occurring as a result of furlough bump or furlough recall) to another classification in a lower pay scale group, the employee shall receive a decrease of four steps for each pay scale group the employee is demoted (provided the employee received a 4 step increase upon promotion) or to the maximum of the new pay scale group, whichever is lesser.

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

Section 10. The cash payments provided for in this Article shall not be added to the employee's base salary. The cash payments will be subject to dues and fair share fee deductions where applicable.

Section 11. 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.

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

Section 13. The provisions of this Article shall not preclude the Employer, in its discretion, from granting additional credit in the hiring process for experience which is deemed desirable by the Employer.

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

Section 15. The Employer shall pay employees' annual Pennsylvania Supreme Court disciplinary fee in accordance with Side Letter #3 attached. The Employer shall, upon request of the employee, reimburse employees for the cost of the annual dues in one professional organization. The request shall be in writing on a form provided by the Employer. The cost of reimbursement will not exceed the annual Pennsylvania Bar Association dues. Employees must receive prior approval from a supervisor of the organization selected as it is understood that the Employer has an interest in its employees being represented in a broad range of professional organizations.



## **ARTICLE 9**

### **PROFESSIONAL COURTESY**

Section 1. The Employer or its designee may direct the performance of overtime work when in the Employer's opinion operational requirements so indicate. Similarly, the Commission must be willing to accept reasonable excuses by the employee.

Section 2. a. The parties hereto recognize the principle of professional courtesy, and that the work of the professional Assistant Counsel employees in this bargaining unit cannot always be standardized with respect to a given period of time and may require work outside the scheduled work week and/or on the weekend in order to accomplish all required tasks. Therefore, in the event an employee is required and assigned by his/her immediate supervisor to work beyond the normal thirty-seven and one-half (37 1/2) hour basic work schedule, there shall be no additional compensation; provided such additional work does not exceed forty (40) hours in any one work week. In the event an employee is required and assigned by his/her immediate supervisor to work more than forty (40) hours, in any one work week, the employee shall receive one (1) hour of compensatory time for each one (1) hour worked, in excess of forty (40) hours, excluding the first hour of travel time each day, after which the employee will receive one half (1/2) hour for every hour traveled

b. Where an Assistant Counsel has been required by the Employer to work or has received prior or subsequent approval and has worked a minimum of one half (1/2) shift on a holiday, Saturday or Sunday, that Counsel will be granted an equal amount of time off at a later date to be mutually agreed upon.

Section 3. Compensatory time earned in accordance with the provisions of Section 2 shall be scheduled and used by mutual agreement of the employee and the employee's immediate supervisor, or designee, within one hundred twenty (120) workdays of the date it is earned. It is expressly understood that when an employee separates from employment with the Commission for any reason, all unused compensatory time will be lost.

Section 4. If any compensatory time granted under Section 2 above is not used within one hundred twenty (120) workdays of the date it is earned, its use will be considered waived and lost.

## **ARTICLE 10**

### **LEAVES OF ABSENCE**

Section 1. Service credit shall continue to accrue during paid leaves of absence provided under this Agreement, but shall not accrue during unpaid leaves of absence except as expressly provided in this Agreement. However, the employee shall be entitled upon his/her return from leave of absence without pay to all service credits earned up to the date his/her leave commenced.

Section 2. All time that an employee is absent from work shall be appropriately charged.

Section 3. 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 Agreement and which is not to exceed one month shall be answered by the Employer within five days. If the requested leave is in excess of one month, the request shall be answered within 10 days.

Section 4. The Employer shall provide 4 hours of Administrative Leave per calendar year for employees to donate blood to any program.

Section 5. The Employer shall provide Administrative Leave for taking any civil service examinations in accordance with the Commonwealth of Pennsylvania Personnel Rules.

Section 6. For purposes of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

## **ARTICLE 11 HOLIDAYS**

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

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

Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday for those employees on a normal Monday through Friday workweek.

Section 2. A permanent full-time employee on a Monday through Friday work week shall be paid for any holiday listed in Section 1 of this Article, provided he/she was in an active pay status for the full scheduled work day immediately prior to and the full scheduled work day immediately subsequent thereto. 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 for longer than one full pay period after the holiday.

Section 3. 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.

Section 4. The Employer may at its discretion declare additional days or hours as special holidays for all employees under the Employer's jurisdiction. Individuals who have previously arranged to use Personal Leave, Annual Leave, or Sick Leave on these days or hours shall be allowed to modify their leave requests prior to the date of the special holidays in order to avoid being charged for leave on these days.

## **ARTICLE 12 VACATIONS**

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

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

**Maximum Annual Leave  
Entitlement Per Year**

Up to 3 Years:

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

37.5 Hour Workweek: 52.5 Hours (7 days)

Over 3 Years to 15 Years Inclusive:

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

37.5 Hour Workweek: 112.5 Hours (15 days)

Over 15 Years to 25 Years Inclusive:

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

37.5 Hour Workweek: 150 Hours (20 days)

Over 25 Years:

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

37.5 Hour Workweek: 195 Hours (26 days)

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

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

**Maximum Annual Leave  
Entitlement Per Year**

Up to 3 Years:

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

37.5 Hour Workweek: 52.5 Hours (7 days)

Over 3 Years to 15 Years Inclusive:

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

37.5 Hour Workweek: 112.5 Hours (15 days)

Over 15 Years:

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

37.5 Hour Workweek: 150 Hours (20 days)

Regular Hours Paid as used in this Article include all hours paid except 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 (1) hour in each pay period.

Section 2. Vacation Pay shall be the employee's regular rate of pay in effect for the employee's regular classification.

Section 3. Vacations shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee who first submits a request for vacation on particular dates shall have his/her request granted. If two or more employees shall have requested the same vacation period and have submitted their vacation requests on the same date, preferential rights shall be determined

by lot. For the purposes of this Section, requests for personal and annual leave will have equal priority.

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

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

Section 6. 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). However, employees will be permitted to carry over annual leave in excess of the forty-five day limit into the first seven (7) pay periods of the next calendar year. Any days carried over in accordance with this Section which are not scheduled and used during the first seven (7) pay periods of the next calendar year will be converted to sick leave, subject to the 300 day limitation contained in Article 17, Section 2. Scheduling of those days carried over shall be in accordance with Section 3 above.

Section 7. Any employee separated from the service of the Employer for any reason prior to taking his/her vacation shall be compensated in a lump sum for the unused vacation he/she accumulated up to the time of separation at his/her regular rate of pay at the time of separation.

Section 8. To the extent allowable under law, effective as soon as practical thereafter, the Employer 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 \$5,000.00 or less, this amount shall be paid to the employee in cash. Amounts of in excess of the maximum allowable amount will be paid to the employee in cash.

Section 9. The provisions of Section 1 of this Article shall not apply to temporary employees unless such employees have worked 750 regular hours by the end of the last full pay period in each calendar year.

Section 10. 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 his/her leave privileges.

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

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

### **ARTICLE 13 PERSONAL LEAVE DAYS**

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

- a. One paid personal leave day will be earned in the employee's first calendar year of employment, provided the employee has 150 hours in an active pay status in the calendar year.
- b. One paid personal leave day per one-half calendar year will be earned in the employee's second calendar year of employment, provided the employee has 150 hours in an active pay status in each one-half calendar year.
- c. One paid personal leave day per calendar quarter will be earned in the employee's third and subsequent years of employment, provided the employee has 150 hours in an active pay status in each one-quarter calendar year.
- d. Employees may be eligible for one additional personal leave day to be earned in the first calendar quarter provided the requirements of Article 17, Section 12 are met.
- e. Leave service credit earned during all periods of Commonwealth employment will be used to determine whether, for purposes of this Section, an employee is in the first calendar year of employment, the second calendar year of employment, or the third and subsequent years of employment.

Section 2. Personal leave shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on personal leave at the same time, the employee who first submits a request for personal leave on a particular date(s) shall have his/her request granted. If two or more employees have requested the same personal leave day(s) and have submitted their requests on the same date, preferential rights shall be determined by lot. For the purpose of this Section, requests for personal and annual leave have equal priority.

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

employee who has been so employed for a period of at least one full year shall be permitted to anticipate personal leave.

Section 4. Personal leave days shall be noncumulative from calendar year to calendar year. However, employees will be permitted to carry over personal leave days into the first seven (7) pay periods of the next calendar year. Any days carried over in accordance with this Section which are not scheduled and used during the first seven (7) pay periods of the next calendar year will be lost.

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

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

Section 7. For purposes of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31. For the purpose of this Article, the calendar quarters shall be defined as beginning with the first full pay period in January through March 31, April 1 through June 30, July 1 through September 30, and October 1 through the last full pay period of the leave calendar year, which is the pay period that includes December 31.

Section 8. To the extent allowable under law, as soon as practical thereafter, the Employer 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 \$5,000.00 or less, this amount shall be paid to the employee in cash. Amounts of in excess of the maximum allowable amount will be paid to the employee in cash.

## **ARTICLE 14 CIVIL LEAVE**

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

- a. who have not volunteered for jury duty and are called for jury duty
- or

- b. who are not a party in a civil or criminal court proceeding, but are subpoenaed as a witness to attend such a court proceeding.

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

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

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

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

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

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

b. Volunteer participation in fire fighting activities, emergency medical technician activities, civil air patrol activities, emergency management rescue work or disaster relief work for the Red Cross shall require the prior approval of the Executive Director. 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.

## **ARTICLE 15 MILITARY LEAVE**

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

Section 1. Military Reserve



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 fifteen (15) working days per calendar year.

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

## Section 2. Pennsylvania National Guard

a. In accordance with the Military Code as amended by Act 92 of 1975, and Act 174 of 1990, all permanent employees of the Employer who are members of the Pennsylvania National Guard shall be entitled to military leave with compensation for all types of training duty (active or inactive) or other military 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.
- (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.

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

### Section 3. General

a. Employees of the Commonwealth who leave their jobs for the performance of duty, voluntarily or involuntarily, in any branch of the Armed Forces of the United States, any of its Reserve components or any of its National Guard components, or the commissioned corps of the Public Health Service for the purpose of training or service 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 with the Commonwealth.

c. Military leave without pay shall expire:

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

Section 10.    For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

**ARTICLE 16**  
**LEAVES OF ABSENCE WITHOUT PAY**

Section 1.      Employees may be granted leaves without pay at the sole discretion of the Employer for any reason for a period not to exceed two years. Denials of requests for leave without pay shall not be arbitrary and capricious. This section will not apply to work-related injuries.

Section 2.      After completing one (1) 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. Denials of such requests for leave without pay shall not be arbitrary and capricious.

Section 3.      a.      After completing one (1) year of service, permanent employees shall be granted, upon written request up to six (6) months of sick leave without pay with benefits, on a rolling twelve month year basis, provided the employee has at least 1250 hours of actual work time within the twelve months preceding the commencement of that leave (900 hours for permanent part-time employees). The request, which shall be submitted in advance of the leave if circumstances permit, shall include proof of illness or disability in the form of a doctor's certificate and shall state a prognosis and expected date of return.

                    b.      If the illness or disability is due to a serious health condition as defined by the Family and Medical Leave Act, and if requested by the employee, leave shall be granted for less than two consecutive weeks. If requested and properly documented as medically necessary, as defined by the Family and Medical Leave Act, leave under this Section shall be approved on an intermittent or reduced-time basis during the first twelve weeks of absence per rolling twelve

month year. After twelve weeks of absence, whether taken intermittently, on a reduced-time basis, or continuously, subsequent leaves in the rolling twelve month year shall not be approved for periods less than two consecutive weeks, except as described in Subsection 3.e. below. For eligible permanent part time employees, both the six month and 12 week entitlements provided by this sub-section will be pro-rated based on the employee's percentage of full-time regular hours worked.

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

d. Effective during the first pay period of leave calendar year 2012, Subsection 3.c. applies except that employees may choose to retain up to ten (10) days of accrued sick leave. The choice to retain or not retain sick leave cannot be made retroactively, and saved days will be measured based on accrued sick leave available at the commencement of the absence. Saved days may be used by employees at any time during the first 12 weeks of the six (6) month entitlement to leave without pay with benefits. Such sick leave used will run concurrently with and reduce the six (6) month entitlement to leave without pay with benefits. Days saved and requested for intermittent or reduced-time absences for periods less than two consecutive weeks after the first 12 weeks of the six (6) month entitlement to leave without pay with benefits will be reviewed for approval under the provisions of Article 17. Such use will not be counted against the six (6) month entitlement to leave without pay with benefits.

e. Intermittent or reduced-time sick leave without pay may be approved for absences after the first 12 weeks of the six (6) month leave entitlement to leave without pay with benefits when due to a catastrophic illness or injury of the employee that poses a direct threat to life or to the vital function of major bodily systems or organs, and would cause the employee to take leave without pay or terminate employment. All accrued and anticipated leave must be used before granting leave without pay under this Subsection. Such leave without pay used will run concurrently with and reduce the six (6) month entitlement to leave without pay with benefits.

f. One aggregate six month entitlement of leave without pay with benefits will be provided for sick leave without pay used under this Section, parental leave without pay used under Article 18, Section 1.a., and family care leave without pay used under Article 40, Section 1. Leave used under these Articles, as well as military exigency leave used under Section 12 below, will be deducted from the six month entitlement and run concurrently.

g. Upon conclusion of such leave, the employee shall be reinstated to the same or equivalent position held before the start of the leave. After the employee has used an aggregate of six months of leave without pay with benefits under this Section, Article 18, Section 1.a., Article 40, Section 1, and/or military exigency leave under Section 12 below, the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six month entitlement under the rolling

twelve month year, provided that the employee has 1250 hours of actual work time within the twelve month period preceding commencement of the leave (900 hours for permanent part-time employees).

h. Upon request of the employee, an extension of up to an additional six (6) months of leave without pay shall be granted provided the employee submits proof of continuing illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return. This extension shall be without benefits and shall be contiguous to the termination of the initial six months of leave with benefits. Leave under this section shall not be used on an intermittent or reduced-time basis. Upon certification from the employee's doctor that the employee is able to return to work, the employee shall be offered a position in the same classification as the employee held prior to the start of this extension, if such a vacancy exists and the Employer has in its sole discretion decided to fill the vacancy, and if there are no promotional claims on the vacant position. If a vacant position in the same classification is not available, but a vacancy exists in a lower classification in the Assistant Counsel series which the Employer, in its sole discretion has decided to fill, the employee shall, at the conclusion of this six (6) month extension, be offered this lower classification position so long as no promotional claims apply to the vacant class position.

i. If, at the conclusion of this additional extended six (6) months, an employee is offered and accepts a position in a lower classification than that held prior to the start of the extended leave without pay for illness, and, a vacancy occurs in the employee's former higher classification which the Employer, in its sole discretion, decides to fill at the higher level, the employee will be offered this higher classification position so long as no promotional claims apply to the vacant position. If the employee does not return by the end of this additional extended leave without pay for illness, all return rights shall terminate.

j. If the employee refuses an offer of a return to any vacant position, all return rights shall terminate.

k. The continuation of benefits under this Section is subject to the employee's payment of any required employee contribution under Article 20, Section 3.

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

Section 4. For denied work-related injuries, up to six (6) months of leave without pay without benefits may be granted when the employee does not meet eligibility requirements for leave under Subsection 3.a. of this Article.

Section 5. Up to six (6) months of leave without pay without benefits may be granted to employees with less than one (1) year of employment since the most recent hire date, provided the absence is at least two consecutive weeks in duration; however, only one occasion within a twelve (12) month rolling year may be approved.

Section 6. Upon the expiration of any approved leave of absence without pay, except as provided in Section 3h above, Article 18, Section 3, Article 19, Section 7, and in Article 40,

Section 5 the employee is entitled to return to a position in the same or equivalent classification within the bargaining unit, subject to the furlough provisions of Article 38, Seniority.

Section 7. Seniority rights shall continue to accrue during leaves without pay for illness.

Section 8. It is understood by both parties that the provision of Sections 3 and 6 are consistent with the Family and Medical Leave Act of 1993, 29 USC Sections 2601 et seq.

Section 9. "Service" for the purpose of this Article is leave service credit, which includes all periods of Commonwealth service.

Section 10. Permanent full-time employees may donate annual and personal leave for use by a designated recipient in the employee's agency who needs time off from work due to a catastrophic illness or injury of the recipient or a qualifying family member, provided that the recipient has used all accrued and anticipated paid leave for the current leave calendar year. The provisions of the Leave Donation Program shall not be subject to the grievance and arbitration procedures contained in Articles 29 and 30.

Section 11. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Articles 20 and 21 will continue for the period of time the employee is on sick leave without pay with benefits under Section 3 of this Article.

Section 12. After completing one (1) year of service, employees shall be eligible to use unpaid military exigency or military caregiver leave in accordance with the January 8, 2010 side letter signed by the Commonwealth and AFSCME. Military exigency absence provides 12 weeks of leave within a rolling calendar year. Military caregiver absence provides 26 weeks of leave within a single 12 month period. Both military exigency leave and military caregiver leave may be used intermittently or on a reduced time basis.

## **ARTICLE 17**

### **SICK LEAVE AND BEREAVEMENT LEAVE**

Section 1. a. Employees shall be eligible for paid Sick Leave after thirty (30) calendar days of service with the Employer. Employees shall earn 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)

b. Effective the beginning of the 2012 leave calendar year, employees shall be eligible to use paid sick leave after thirty (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	37.5 Hour Workweek:
The rate of 4.24% of all	82.5 Hours (11 days)
Regular Hours Paid	

c. Regular hours paid as used in this Article include all hours paid except full-time out-service training.

Section 2. Employees may accumulate sick leave up to a maximum of 300 days (2250 hrs).

Section 3. A doctor's certificate is required for an absence from work due to sickness for three or more consecutive days. For absences of less than three days, a doctor's certificate may be required where the Employer has reason to believe that the employee is abusing his/her sick leave privileges. Discipline based upon patterns of sick leave use will be treated under the basic concepts of just cause.

Section 4. 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 purpose 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.

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

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

**Leave Service Credit**

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

**Sick Family Allowance**

Up to 52.5 additional hours (7 days)  
Up to 112.5 additional hours (15 days)  
Up to 150 additional hours (20 days)  
Up to 195 additional hours (26 days)

b. During the initial 20 days (150 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 hours). A separate 20 day (150 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 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 hour) period and subsequent additional sick family leave period.

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

Section 6. Employees may use up to five (5) days of sick leave for the death of a spouse, domestic partner, parent, stepparent, child or stepchild or the child of the employee's domestic partner and up to three (3) 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.

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

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

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

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

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

(4) After 7 years of service, death prior to retirement or separation of service except as provided in Section 10.

c. Such employees shall not be paid for part days of accumulated sick leave.

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

e. To the extent allowable under law, effective as soon as practical thereafter, the Employer 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 \$5,000.00 or less, this amount shall be paid to the employee in cash. Amounts of in excess of the maximum allowable amount will be paid to the employee in cash.

Section 8. The provisions of Section 1 of this Article shall not apply to temporary employees unless such employees have worked 750 regular hours by the end of the last full pay period in each calendar year.

Section 9. Permanent employees who have one or more years of service since their last date of hire may anticipate sick leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the employee has been abusing his/her sick leave privileges. Permanent employees with less than one (1) year of service since their last date of hire may not anticipate sick leave.

Section 10. When an employee dies as a result of a work-related accident, the Commonwealth will pay 100% of the employee's unused sick leave unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976 in which case the Commonwealth will pay 30% of the employee's unused sick leave to 90 days. Such payments shall not be made for part days of accumulated sick leave.

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

Section 12. Employees who have more than one year of service since their most recent date of hire and use no sick leave in an entire leave calendar year shall earn one personal day in addition to those earned under Article 13, Sections 1.a., 1.b., and 1.c., which will be available for use in the following leave calendar year. Sick bereavement leave used will not be counted; however, all other types of paid sick leave; unpaid sick leave used under Article 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.

Section 13. For the purposes of this Article, domestic partner shall be defined as same sex domestic partner who meets the eligibility criteria established by the Commonwealth.

## **ARTICLE 18 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 (900 hours for permanent part-time employees). Leave under this Section may be approved on an intermittent or reduced-time basis during the first twelve weeks of absence. After twelve weeks of absence, subsequent leaves may be approved on a reduced-time basis; subsequent leaves taken intermittently or continuously in the rolling twelve month year shall not be approved for periods less than two consecutive weeks. For eligible permanent part time employees, both the six month and 12 week entitlements provided by this sub-section will be pro-rated based on the employee's percentage of full-time regular hours worked.

b. One aggregate six month entitlement of leave without pay with benefits will be provided for parental leave without pay used under Section 1.a., sick leave without pay used under Article 16, Section 3.a., and family care leave without pay used under Article 40, Section 1. Leave used under these Articles as well as military exigency leave used under Article 16, Section 12, will be deducted from the six month entitlement and run concurrently.

c. After the employee has used an aggregate of six months of leave without pay with benefits under this Section, Article 16, Section 3.a., Article 40, Section 1, and/or military exigency leave used under Article 16, Section 12, the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six month entitlement under the rolling twelve month year, provided that the employee has at least 1250 hours of actual work time within the twelve month period preceding commencement of the leave (900 hours for permanent part-time employees).

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

e. The continuation of benefits under this Section is subject to the employee's payment of any required employee contributions under Article 20, 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 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 Article, 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

a. 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.

## Section 4. Seniority Rights

a. 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.

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

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

a. An employee shall be required to use all accrued paid sick leave for the period that she is unable to work as certified by a physician upon commencement of parental leave without pay. Such sick leave used will run concurrently with and reduce the six month entitlement to leave without pay with benefits and shall be used in accordance with Article 16,

Section 3. Employees shall not be required to use annual, personal, compensatory or holiday leave upon the commencement of leave without pay; however, if annual, personal, compensatory or holiday leave is used, it also will run concurrently with and reduce such entitlement. Unused leave shall be carried over until return. An employee shall not earn annual, personal, and sick leave while on parental leave without pay.

b. Effective during the first pay period of leave calendar year 2012, Subsection 5.a. applies except that employees may choose to retain up to ten days of accrued sick leave. The choice to retain or not retain sick leave cannot be made retroactively, and saved days will be measured based on accrued sick leave available at the commencement of the absence. Saved days may be used by employees at any time during the first 12 weeks of the six month entitlement to leave without pay with benefits as certified by a physician for the period that she is unable to work; such sick leave used will run concurrently with and reduce the six month entitlement to leave without pay with benefits. Days saved and requested for intermittent or reduced-time absences for periods less than two consecutive weeks after the first 12 weeks of the six month entitlement to leave without pay with benefits will be reviewed for approval under the provisions of Article 17; such use will not be counted against the six month entitlement to leave without pay with benefits.

#### Section 6.     Benefits

State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Articles 20 and 21 will continue for the period of time the employee is on parental leave without pay with benefits under Section 1.a. of this Article.

#### Section 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). Such Guidelines are to be consistent with the terms of this Agreement.

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

### **ARTICLE 19 WORK-RELATED INJURY**

Section 1.     An employee who sustains a work-related injury, during the period of this Agreement, as the result of which the employee is disabled, if so determined by a decision issued under the operation of the Workers' Compensation program, shall be entitled to use accumulated sick, annual, or personal leave or injury leave without pay. While using accumulated leave, the employee will be paid a supplement to workers' compensation of full pay reduced by an amount that yields a net pay, including Workers' Compensation and Social Security Disability Benefits,

that is equal to the employee's net pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, state, and local withholding, unemployment compensation tax, Social Security and retirement contributions. One full day of accumulated leave (7.5 hours) will be charged for each day the supplement is paid. Accumulated leave and injury leave without pay may be used for an aggregate of 12 months or for the duration of the disability, whichever is the lesser, except that, if only accumulated leave is used, it may be used beyond 12 months until exhausted or until the disability ceases, whichever occurs sooner. In no case, however, will the aggregate of 12 months extend beyond three years from the date the injury occurred. If no leave is available under this Section, the provisions of Section 12 may apply.

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

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

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

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

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

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

Section 6. State paid coverage for life insurance and state payments toward coverage for health benefits as provided in Articles 20 and 21, will continue for the period of time that the employee is on leave under Section 1 and Section 12 of this Article.

Section 7. An employee has the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury occurred provided the employee is fully capable of performing the duties of that position, subject

to the furlough provisions of Article 38, Seniority. This guarantee expires if the disability ceases prior to the expiration of the three year period and the employee does not return to work immediately or if the employee retires or otherwise terminates employment. During the period of time between the end of the leave under Section 1 or Section 12, where applicable, and the end of the guarantee in this Section, the employee will be on leave without pay.

During the three-year period, employees who are not fully capable of performing the duties of their position shall have, upon request, a right to return to an available position in a lower classification, within the same geographical/organizational limitation as the seniority unit, to which there are no seniority claims and which the agency intends to fill, provided the employee meets the minimum requirements and qualifications essential to the work of the classification and the employee is fully capable of performing the duties of the position. If an employee returns to a position in a lower classification, the employee will be demoted in accordance with the Commonwealth's Personnel Rules, but shall maintain the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury occurred, provided the employee is fully capable of performing the duties of that position, subject to the furlough provisions of Article 38, Seniority.

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

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

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

Section 9. An employee who sustains a work-related injury, during the period of this Agreement, if so determined by a decision issued under the operation of the Workers' Compensation program, may use sick, annual, or personal leave for the purpose of continued medical treatment of the work-related injury in accordance with Articles 12, 13 and 17. If no paid leave is available, an employee may use leave without pay. Each absence shall not exceed the minimum amount of time necessary to obtain the medical treatment. Employees shall make reasonable efforts to schedule medical appointments during non-work hours or at times that will minimize absence from work. Verification of the length of the medical appointment may be required. This Section is not applicable to any absence for which Workers' Compensation is payable. When Workers' Compensation is payable, the provisions of Section 1 shall apply.

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

Section 11. The Public Utility Commission agrees to the use of modified duty where the employee is able to work only in a limited capacity and the prognosis for the injury indicates that

the employee will be able to resume all of the duties of the employee's classification in a reasonable period of time. The Employer may terminate a modified duty assignment when it becomes apparent that the employee will not be able to resume the full duties of the employee's classification within a reasonable period of time.

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

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

Section 13. It is understood by both parties that the provisions of this Article are consistent with the Family and Medical Leave Act of 1993, USC Sections 2601 et seq. and that leave granted in accordance with Sections 1 and 12 shall be designated as leave under the provisions of the Act.

Section 14. It is understood by both parties that the provisions of this Article are consistent with the Americans with Disabilities Act.

## **ARTICLE 20 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 Commonwealth. In addition, the Agreement and Declaration of Trust will allow the Fund to provide benefits to management level and retired employees, as well as employees represented by other unions and other employers in the Commonwealth of Pennsylvania.

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

c. The Employer shall contribute to the Fund the amounts indicated below on behalf of each permanent full-time employee eligible for benefits and covered by this Agreement effective on the first pay date in July of each fiscal year specified below:

July 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 – June 2015 - \$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 assumption and factors used in making these projections.

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

1. The first day of the quarter during which the average reserve would be less than three (3) months will be considered the "target date" for additional funding.
2. At least six (6) months prior to the target date, the Fund's actuary will review the

projection and confirm that a funding adjustment is needed and the amount of such adjustment. If the need for a funding adjustment occurs in the first nine (9) months, this subparagraph shall not apply.

3. Should the Commonwealth not dispute the finding by the Fund's actuary that an adjustment is necessary, the Commonwealth will implement the funding adjustment at least ten (10) calendar days prior to the target date.

4. If either the Chairman of the Board, Secretary of the Board, any four (4) management or any four (4) union Trustees of the Board dispute the findings of Fund's actuary, the Chairman and the Secretary of the Board of Trustees will select a neutral actuary within five (5) business days to resolve the dispute and will forward their respective positions and any supporting documentation to the neutral actuary within five (5) business days of such selection. The neutral actuary may communicate and ask questions of the Fund's actuary provided, however, if such communications occurs, 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 ten (10) business days of its receipt by the parties.

6. The adjustment must be sufficiently large so as to restore the size of the reserve to a minimum of three months within 30 days following the target date.

7. Once the reserve exceeds the three (3) month equivalent, the contribution rate shall be reduced to the amount provided under this Section unless the parties agree that a new rate is necessary to maintain a three (3) month reserve.

8. It is understood and agreed to by the parties that the process outlined above is designed to ensure adequate funding for the PEBTF and not intended to place the financial status of the Fund in jeopardy.

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

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

g. No dispute over eligibility for benefits or over a claim for any benefits extended by the Fund shall be subject to the grievance procedure established in any collective bargaining agreement, except as otherwise specifically provided within this Article.

h. It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be hereby charged with any responsibility in any manner connected with the

determination of liability to any employee claiming any of the benefits extended by the Fund. It is expressly agreed that the Employer's liability, in any and every event, with respect to benefits extended by the Fund shall be limited to the contributions indicated under Subsections c. and d. above.

Section 2. The provisions of Sections 3 through 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 Article, respectively.

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

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

July 2011 – June 2012	3.0%
July 2012 – June 2013	3.0%
July 2013 – June 2014	3.0%
July 2014 – June 2015	5.0%

Employee contributions shall be effective the first full pay period in July of the periods specified above. Biweekly gross base salary as used throughout this Article excludes premium or supplemental payments such as overtime, shift differentials, higher class pay, etc.

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

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

	<u>Waiver Amount</u>	<u>Employee contribution with Waiver</u>	<u>Employee contribution without Waiver</u>
July 2011 – June 2012	1.5%	1.5%	3.0%
July 2012 – June 2013	1.5%	1.5%	3.0%
July 2013 – June 2014	1.5%	1.5%	3.0%
July 2014 – June 2015	3.0%	2.0%	5.0%

Employee contributions and Get Healthy waiver amounts shall be effective the first full pay period in July of the periods specified above.

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

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

(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.

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

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

An employee who is only enrolled as a spouse of another PEBTF covered employee is not subject to any required employee contributions.

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

Section 4. a. Permanent employees who are granted sick leave without pay (Article 16) or parental leave without pay (Article 18), or family care leave without pay (Article 40) 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 the first pay period following signing of the contract by the parties, if the spouse of an employee covered by any PEBTF health plan also is eligible for coverage under another employer's plan(s), the spouse shall be required to enroll in each such plan, provided that the plan in question does not require an employee contribution by the spouse or the spouse's employer does not offer an incentive to the spouse not to enroll. Once covered by another employer's plan, that plan will be the spouse's primary coverage, and the PEBTF plan will be secondary.

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

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

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

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

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 one-twelfth of the annual retiree contribution rate.

d. The REHP is developed and administered in a cost effective and beneficial manner by the Fund, subject only to the prior approval of the Office of Administration and in accordance with the terms and conditions of the REHP Participation Agreement between the Commonwealth 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 State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the REHP prior to the most recent rehire period, this three year requirement will not apply.

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

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

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

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



Section 8. The parties will evaluate the health plans offered under the Fund, and take action as necessary, in order to ensure that a tax and/or penalty is not assessed against the Commonwealth pursuant to the Affordable Health Care Act as a result of the impact upon employees on any such plans.

## **ARTICLE 21 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.

Section 2. a. Permanent employees who are granted sick leave without pay, parental leave without pay, or family care leave without pay will continue to receive 100% State-paid coverage under the current life insurance plan for up to six 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 and unpaid) will continue to receive 100% State-paid coverage under the current life insurance plan for up to twelve (12) months or, if only paid leave is used, beyond 12 months until the paid leave is exhausted.

b. 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.

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

## **ARTICLE 22 RETIREMENT**

It is understood that employees within the bargaining unit are covered by the State Employee's Retirement System.

## **ARTICLE 23 SAFETY AND HEALTH**

Section 1. The Employer will make every reasonable effort to assure compliance with laws and regulations concerning the health and safety of unit employees working in state owned or leased buildings and to comply with all lease provisions affecting the safety or health of employees.

Section 2. Upon request, the Employer will advise the Union of the status of projects related to the correction of safety or health problems.

Section 3. The grievance process as it relates to Safety and Health issues, if used, will begin at Step 3.

Section 4. The Employer shall inform the local union steward when representatives of the Bureau of Occupational & Industrial Safety, Department of Labor & Industry are on the premises and a designated union steward located on the premises shall be allowed to accompany such representatives on tours of the worksite to point out deficiencies, without loss of pay or leave time. In addition, when the Employer is aware of the presence of representatives of regulatory agencies who are at the work site for the purpose of safety inspections, the Employer shall inform the local union steward. When the Union requests an inspection of any building, the Union shall notify the Personnel Director, or designee, of such request which notice shall include the name of the agency which will conduct the inspection and where possible include the date and time of the inspection.

Section 5. The Employer will not assign employees to any work area while there is a clear and present danger to their safety and such a danger is not an anticipated part of the normal and expected responsibilities and risks of the job in question.

Section 6. The Employer will take appropriate action to protect its employees from injury while at work. Where clear and present hazardous conditions exist at a work site, the Employer shall post appropriate warning signs and take immediate action to abate the hazard.

Section 7. Upon request the Employer shall provide the Union with information concerning the use of materials at the work site. This information shall include known data regarding chemicals composition and side-effects and what protective measures, if any are necessary, have been taken.

## **ARTICLE 24 CLASSIFICATION**

Section 1. The Employer will establish and maintain a position classification plan for classifications in this unit consisting of a schedule of classification titles with classification specifications for each classification which describe and define representative duties and responsibilities and set forth minimum requirements and qualifications essential to the work of

the classification.

The Employer will notify the Union of class specification or allocation guide revisions to any classes that are presently in the certified bargaining unit for which the Union is the representative, and of class specifications for proposed classes that the Employer may reasonably anticipate will be placed in the certified bargaining unit prior to the adoption of these changes by the Employer. The Union will submit acknowledgement of the receipt of the proposed changes and its comments, in writing, to the Employer within fifteen (15) working days of receipt of the notifications. If written comments are not received from the Union within fifteen (15) working days, the Employer will implement the changes. Reasonable written requests by the Union for time extensions will be granted.

Section 2. The Union recognizes the right of the Employer to direct its working force which includes, among other things, the assignment of work to individual employees. The Employer shall promote or reclassify any employee covered by this Agreement when that employee has demonstrated that he/she is doing such regularly assigned duties and responsibilities as are normally allocable to the next higher classification.

The identification of employees to be appointed, promoted, transferred or reassigned or reclassified into the Assistant Counsel (AC) 4 classification shall be determined by the Employer based on the type and level of work being assigned to and performed by the employee. This determination shall be made by the Employer at its sole discretion and shall not be subject to the grievance or arbitration procedures of this Agreement, but will be subject to meet and discuss.

Employees may request reclassification from Assistant Counsel 3 to Assistant Counsel (AC) 4 based on the attorney's own workload and the type of work performed. Requests need not be based on the overall Commission need for another AC4 position, though this sort of support for a position is more likely to result in approval of the request. In the event an employee is denied a promotion to AC4, the employee shall receive a written statement of the reason for denial.

Section 3. The AC4 classification is currently capped at step 18. Effective the beginning of the first full pay period of April 2013, the maximum for the AC4 classification will be step 19. Employees promoted to an AC4 position after July 1, 2011 will be placed on step in accordance with Article 8, Section 9, but at a maximum of step 18 until April 2013 when the maximum will be set at step 19.

Section 4. If a determination is made by the Employer in the course of reviewing an employee classification grievance that a position should be upgraded, the employee shall be promoted retroactively to the date the grievance which results in reclassification was filed in writing, or when the Office of Human Resources receives and date stamps the complete documented management initiated classification request which results in reclassification, whichever comes first. If a final determination is made by the Employer in the course of reviewing an employee classification grievance or an Employer initiated classification review, that a position should be downgraded, the employee shall be demoted to the proper classification and pay range, at a pay level nearest to but not greater than the current salary.

Section 5. The Union in response to an unfavorable decision at Step 3 of Article 29, Grievance Procedure, may submit the classification grievance to advisory arbitration. Such grievance will be reviewed by a panel which shall consist of three (3) members; one member appointed by the Employer, one member appointed by the Union, and a third member selected by the parties jointly from a list of five (5) names to be mutually agreed upon by the Employer and the Union. The third member shall not be affiliated, directly or indirectly, with any labor organization or be an employee of the Commonwealth, and must be knowledgeable in the field of position classification.

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

The findings of the panel shall be submitted to the parties within thirty (30) days after the hearing, or receipt of transcript when a transcript is taken. The determination of the panel shall be advisory only.

Disputes arising under the terms of this Article are not subject to the provisions of Article 30, Arbitration.

Section 6. Upon the request of the Union, the Employer will meet and discuss on any matters relating to this Article that are of mutual interest. Any meet and discuss sessions shall be in accordance with the provisions of Article 27, Use of Official Time.

Section 7. The Union recognizes the right of the Employer to make temporary work assignments which may be outside an employee's classification. Such temporary assignments will not exceed nine (9) months in length. Once an employee is temporarily assigned to work outside of his/her classification, that employee will not again receive the same temporary work assignment outside a classification for a period of one year from the date the first assignment expired. Whenever an employee is temporarily 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 at least ten (10) full consecutive workdays in a calendar quarter, the employee shall be compensated 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 range for the higher class, whichever is greater. It is expressly understood that this Section shall not be construed to provide out-of-class pay for employees in pay range 11 who are assigned to perform the duties and responsibilities of a pay range 11 management employee.

Such employee who is being paid at the higher rate will also be paid at the higher rate for a holiday which occurs during the period of temporary assignment provided he/she is assigned to perform the higher level duties and responsibilities on his/her scheduled workday immediately before and immediately after such holiday. The holiday shall not count toward the requirement of ten (10) full consecutive workdays.

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.

## **ARTICLE 25 NOTICE OF JOB OPENING**

Section 1. The Employer agrees that all vacancies which are to be filled within the unit will be posted at appropriate work locations prior to the filling of such vacancies for a period of at least ten (10) calendar days unless an emergency requires a lesser period of time. Such postings shall include a job description which will generally describe the duties of the position and such job description shall be posted with each vacancy notice.

Specifically required in the posting will be the minimum classification level of the vacancy and the office or bureau in which the vacancy exists. Employees at a higher classification level shall be eligible to bid for the vacancy, and if successful shall be covered by the provisions of Article 8, Section 13 b.

Section 2. For informational purposes, the Employer agrees to post (1) all Employer vacancies, except for Commissioner's staff attorneys, in classifications that are identical with those within this unit that are to be filled, and (2) vacancies in first-level supervisory positions within any bureau that employs bargaining unit members.

## **ARTICLE 26 PROMOTION AND FILLING OF VACANCIES**

Section 1. Promotions by reclassification will be made on the basis of normal job responsibilities and duties which are currently being performed and will not be based upon quotas of a certain number of assistant counsels in any specific assistant counsel classification.

Section 2. The following procedure shall be utilized whenever the Employer deems it necessary to fill a vacancy within the unit:

a. Any employee wishing to bid for such vacancy shall submit his/her name by memorandum to the Office of Human Resources within the time period specified on the posting. It is understood that an employee may bid on and be considered for any vacancy within the unit.

b. The Employer shall consider the qualifications and abilities of unit employees who bid and of any other individuals who express interest in such vacancies. The Employer shall select the person who, in its opinion, is the best qualified for the position. In the event two or more persons are, in the opinion of the Employer, equally qualified, the most senior

employee shall be placed in the position in preference to a junior employee or a person from outside the bargaining unit.

Section 3. It is understood that the procedure set forth in Section 2 above shall not alter the Employer's right to transfer unit employees between positions within the Commission that exist at the same classification level. The parties agree, however, that no reassignments shall be made for capricious or arbitrary reasons. The filling of a vacancy created by a transfer of a unit employee shall be subject to the provisions of this Article and also subject to management's right to determine the appropriate classification for the vacancy.

Section 4. Employees working as attorneys on a Commissioner's staff, who occupied positions covered by the Collective Bargaining Agreement immediately before moving to work for a Commissioner, may be returned at Management's discretion to uncommitted vacancies within the bargaining unit at the PUC Assistant Counsel 3 level or below. If returned, employees would be placed at the salary level they would have attained had they not left the bargaining unit. The Commission has no contractual obligation to post any vacancy filled in accordance with this Section. Recall rights afforded furloughed bargaining unit members, as outlined in Article 38, Section 3, supersede the Commission's contractual right to fill any uncommitted vacancies through the operation of this Section. In no event shall an employee's return to the bargaining unit by the operation of this Section cause another employee in this bargaining unit to be downgraded or furloughed.

## **ARTICLE 27 USE OF OFFICIAL TIME**

Section 1. In addition to any meetings concerning grievances, up to two designated Union representatives or their alternates will be granted administrative leave to attend not more than one monthly meeting with Employer's designees for the purpose of resolving problems dealing with the implementation of this Agreement.

Nothing herein shall preclude the scheduling of additional meetings in any month when such scheduling is mutually agreeable to the parties.

Section 2. No Union member or representative shall solicit members, engage in organizational activities, or participate in other union activities during working hours except as provided for below or in the processing of grievances. Union representatives shall be permitted to investigate and discuss grievances during working hours subject to management's responsibility to maintain efficient operations by giving notice to the Employer.

Union officials shall be granted administrative leave in order to represent an employee during any meeting in which allegations are made which the employee reasonably believes could lead to discipline or during any meeting held for the purpose of imposing discipline upon an employee.

Union officials shall be granted reasonable time for distribution of intra-office union materials, for meet and discuss sessions provided for under this Agreement, and for negotiation sessions related to subsequent collective bargaining agreements.

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

An aggrieved employee and Union representatives (known as stewards), if employees of the Employer, shall be granted reasonable time during working hours, if required, to process grievances in accordance with the Grievance Article of this Agreement without loss of pay or leave time.

## **ARTICLE 28 DISCIPLINE**

Section 1. No employee covered by this Agreement will be disciplined by the Employer except for just cause shown. The Union shall be promptly notified by the Employer of any demotion, suspension or discharge.

Section 2. The term discipline as used in this Article shall include the written reprimand, suspension, demotion or discharge of any employee covered by this Agreement.

Section 3. An employee may appeal a demotion, suspension, or discharge beginning at the third step of the grievance procedure. The grievance must be presented in writing within fifteen (15) working days following the date on which the aggrieved employee received notice of the discipline subject to any conditions set forth in the Grievance Procedure, Article 29.

Section 4. The provisions of Article 29, Grievance Procedure and Article 30, Arbitration, shall not be available to an Assistant Counsel for the grieving of disciplinary actions during the initial six (6) months of probationary employment. The initial six (6) months probationary period referenced in this Section for an Assistant Counsel may be extended at the Employer's discretion for up to six (6) months subject to the following exception. An Assistant Counsel who has failed to pass the Pennsylvania Bar Examination and whose work is otherwise satisfactory, shall have their initial six (6) month probationary period extended for up to six months. For Assistant Counsels with more than six (6) months service with the Commission, regular status will be granted upon the Executive Director's receipt of certification that the employee has successfully passed the Pennsylvania Bar Examination.

Section 5. It is understood that personal criticism of the job performance of specific Assistant Counsel should be done in private sessions between the Employer or his/her designee and the employee .

Section 6. It is understood that reassignments of Assistant Counsel between divisions of the Law Bureau and within the Bureau of Investigation and Enforcement are within the discretion of

the Employer. The parties agree, however, that no reassignments should be made for punitive or arbitrary and capricious reasons.

An employee may appeal a reassignment beginning at the second step of the grievance procedure, subject to any conditions set forth in Article 29, Grievance Procedure. If it is determined that the reassignment was made for punitive or arbitrary or capricious reasons, the affected employee shall immediately be returned to the position he or she occupied prior to the reassignment.

Section 7. Employees who spend an appreciable amount of time in the conduct of union business must be evaluated only on the basis of work performed while present and on the amount of work which they could have reasonably been expected to accomplish during that period.

## **ARTICLE 29 GRIEVANCE PROCEDURE**

Section 1. The Employer and the Union recognize the importance of prompt and equitable disposition of any grievance at the lowest organizational level possible.

Section 2. A grievance is a difference or dispute over the interpretation or application of the terms of this Agreement. The negotiated grievance procedure shall be the exclusive procedure available to the Union and employees for resolving such grievances.

Section 3. a. The termination, demotion, furlough, suspension, or reduction in grade or compensation of an employee during the probationary period (not to exceed six (6) months except as provided for in Article 28, Section 4) shall not be subject to the grievance procedure.

b. It is agreed that on or about the completion of three (3) months service, there shall be an informal discussion with the employee of the specifics of his/her job performance with the appropriate supervisor.

Section 4. The Union is the exclusive representative of all of the employees in the unit throughout the grievance procedure provided that any individual employee or group of employees shall have the right to present grievances to their Employer and to have them adjusted without the intervention of the Union, so long as the adjustment is not inconsistent with the terms of this Agreement; and, provided further that the Union has been given an opportunity to be present at such adjustment and/or discussions with the Employer leading up to such adjustment and to indicate its position on the issue being grieved. An individual employee or group of employees, without the intervention of the Union, may not process a grievance to arbitration.

Section 5. The grievance procedure shall consist of the following steps:

**STEP ONE.** Any grievant may refer a grievance to the Union as he/she desires. The grievant and/or his/her representative will then present the grievance to the grievant's immediate supervisor and attempt to resolve it at that level. The grievance must be



presented in writing within fifteen (15) working days following the date on which the aggrieved employee or Union office had knowledge, or reasonably should have had knowledge, of the facts giving rise to the grievance. The grievance will be answered in writing by the supervisor within ten (10) working days following the date on which the grievance is presented.

**STEP TWO.** Absent resolution of the grievance at Step One, the grievant and/or his/her representative may, within ten (10) working days of when the decision at Step One is due or received, present the grievance, which must be in writing and signed by the grievant and/or his/her representative, to the employee's Bureau Director. The grievance will be answered, in writing, within ten (10) working days following the date on which the grievance is presented at this step.

This submission shall include:

- a. Name of grievant;
- b. Nature of grievance and specific contract provision(s) allegedly violated;
- c. Corrective action requested and reasons for such action;
- d. Name of designated Union representative, if any; and
- e. For a classification grievance, the current job description.

Upon request of the employee's Bureau Director, the grievant or the Union shall provide any of the above-listed items or any other relevant information not contained in the original grievance submission. Failure to comply with all the items a. through e. above, shall not preclude processing the grievance but shall bar the raising of any and all items not listed therein. It is understood and agreed between the parties that the Association will be allowed to make reasonable modifications to the grievance within twenty-five (25) days of the date the grievance is filed at the first step of this procedure. It is also understood and agreed between the parties that such modifications will be based on matters which occurred on or before the original date of the filing of the grievance but which came to the attention of the Association in the twenty-five (25) day period after the grievance was filed.

**STEP THREE.** Absent resolution of the grievance at Step Two, the grievant and/or his/her representative may, within ten (10) working days of when the decision at Step Two is due or received, file the grievance, which must be in writing, with the Executive Director. The grievance will be answered by the Executive Director or his/her designee within ten (10) working days after receipt. However, in cases where the Employer determines that an investigation is required, it will so notify the parties, and, in such cases, a decision shall be issued within twenty-five (25) working days after receipt of the grievance.

Section 6. Any grievance not presented or appealed within the time limits specified herein shall be deemed settled on the basis of the last Employer decision issued. The decision at Step One, Two or Three shall not be used as precedent for any subsequent case unless otherwise agreed.

Section 7. Subject to applicable law, the Employer will make available for review or will reproduce at cost to any grievant or to the representative of the Union designated by the grievant, any public record, laws, regulations, rules or policies or other reasonable requests for documents or information relied upon to sustain the action which gave rise to the grievance.

Section 8. Nothing herein should be deemed as foreclosing the parties from attempting to adjust the grievance informally and without using the foregoing formal grievance procedure. While actively attempting to adjust a grievance informally, the Union may withhold the filing of a formal grievance without prejudice or claim that the grievance is untimely if mutually agreed in writing. At any step of this procedure the Employer representative is not precluded from utilizing such information devices as personal meetings, conferences, or other fact-finding methods where appropriate. The Employer representative may initiate such measures or he/she may do so upon request of the grievant, his/her Union representatives, or the Union. Similarly, if a grievance arises concerning any matters which the Employer's representatives at the earlier steps of the grievance procedure do not have authority to correct, the grievance may be initiated at the appropriate step of the grievance procedure which would allow the grievance to be considered by the person who has the initial authority to take the requested corrective action.

Section 9. All of the foregoing time requirements can be altered and extended by mutual consent of all parties. The granting of any extension at any step shall not be deemed to establish precedent.

Section 10. Employees selected by the Union to act as Union representatives shall be known as stewards. The Union shall furnish the Employer with the names of grievance representatives and shall notify the Employer of any changes.

Section 11. A reasonable number of witnesses, when required, shall be allowed to participate in the grievance procedure.

Section 12. An aggrieved employee, a representative of the employee, and Union representatives, if employees of the Employer, shall be granted reasonable time during working hours, if required, to process grievances in accordance with this Article and Article 27, Section 2 without loss of pay or leave time.

## **ARTICLE 30 ARBITRATION**

Section 1. If the decision of the Employer at Step Three of the grievance procedure set forth in Article 29 of this Agreement has not resolved the grievance or if no decision has been issued by the Employer within the allotted time, the Union may initiate an appeal of the grievance to

arbitration by mailing or otherwise serving upon the Employer, or its designee, written notice of an intent to appeal the grievance to arbitration within fifteen (15) working days after the date on which receipt of the Step Three decision was due or received.

Any grievance for which arbitration is not requested by the Union within the time limit set forth in this Section will be deemed settled on the basis of the last decision issued by the Employer.

Section 2. Within ten (10) working days of the date of receipt by the Employer of the Union's request to proceed to arbitration, representatives of the parties shall confer for the purpose of selecting an arbitrator. If agreement on an arbitrator cannot be reached within ten (10) working days of the initiation of such discussions then either party may request the Pennsylvania Bureau of Mediation to submit to both parties a list of seven qualified and impartial arbitrators. Representatives of the parties shall confer within five (5) working days following receipt by the parties of such list to mutually select one arbitrator from the list. If the parties cannot mutually agree to select one (1) arbitrator on this list, they shall alternately strike, beginning with the Union, one arbitrator from the list until one arbitrator remains, who shall be the arbitrator for the specific grievance. However, prior to striking names, either party may advise the other that the list is unacceptable and, if the other party agrees, may request a new Bureau of Mediation list or a list from the American Arbitration Association which list shall be paid for by the requesting party. The same procedure for selecting the arbitrator as outlined above, shall be used for any new list secured.

Section 3. Each case shall be considered on its merits and this collective bargaining agreement shall constitute the sole basis upon which the arbitrator's decision shall be rendered. The decision at Steps One, Two or Three shall not serve as a precedent for any other case.

Section 4. The arbitrator shall neither add to, subtract from nor modify any of the provisions of this Agreement. The Arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her.

Section 5. The decision of the arbitrator shall be final and binding on both parties, except where the decision would require the enactment of legislation, in which case the decision shall be advisory only.

Section 6. The arbitrator will be requested by the parties to issue his/her decision within thirty (30) days after the closing of the record in the case, unless the parties mutually agree otherwise.

Section 7. All of the time limits contained in this Article may be extended by mutual agreement. The granting of an extension at any step of the grievance procedure or of any of the time limits of this Article shall not be deemed to establish any precedent in that case or any other case and shall not constitute a waiver of the time limits in that or any other case. The failure to demand compliance with or to comply with the time limits of Article 29, Grievance Procedure, or of this Article shall not act as a waiver of any substantive or procedural rights of the parties.

Section 8. The arbitration hearing shall normally be held during regular working hours. As appropriate, the aggrieved employee, a representative of the employee, a Union representative and a reasonable number of necessary employee witnesses shall be granted reasonable time off from work without loss of pay or leave time for the time required to participate in the hearing.

Section 9. The Employer and the Union shall each pay one-half the costs of the fee and expenses of the arbitrator, the cost of the arbitrator's copy of the transcript, if any, and the cost, if any, of the hearing room facilities. Where one of the parties to this Agreement requests a postponement of a previously scheduled arbitration hearing, for other than professional reasons, which results in a charge by the arbitrator, the postponing party shall pay such charge unless the postponement results in a settlement of the case. The postponement charge by an arbitrator resulting from a joint postponement request shall be shared equally by the parties. Each party shall bear all the costs of preparing and presenting its own case.

### **ARTICLE 31 OFFICIAL PERSONNEL FILES**

Section 1. There shall be one official personnel file for each employee and all records pertaining to the employee shall be contained therein.

Section 2. Maintenance, access and release of employee information for employees in this bargaining unit shall be in accordance with Commonwealth Management Directive 505.18 of February 14, 2003.

### **ARTICLE 32 BULLETIN BOARDS AND OFFICE FACILITIES**

Section 1. The Employer agrees to provide space on bulletin boards to the Union for the posting only of official notices and other material related to Union business. Furthermore, the Union shall not post material detrimental or inflammatory to the labor-management relationship nor of a political nature.

Section 2. 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 personnel officer or his/her designated representative and based upon availability of space. Any additional documented custodial or security costs involved in such use must be paid for by the Union.

Section 3. Copies of this Agreement, if provided by the Union, will be distributed by the Employer to present and future employees in the bargaining unit.

Section 4. The Union shall be permitted reasonable use of the Employer's inter-city mail service for the distribution of mail related to Union business to unit members at locations to which such mail is delivered.

### **ARTICLE 33**

#### **EQUAL EMPLOYMENT OPPORTUNITY**

Section 1. If any provision of this Agreement is in conflict with Federal Executive Orders 11246 and 11375, as amended, and the Civil Rights Act of 1964 or other federal law or any laws and rules related to the Public Utility Commission's Equal Employment Opportunity program, and the Americans with Disabilities Act, the provisions of the aforementioned Orders, laws and implementing regulations shall prevail.

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

Section 2. This Article shall not be construed as endorsing or accepting the Employer's application or interpretation of federal law.

### **ARTICLE 34**

#### **NON-DISCRIMINATION IN EMPLOYMENT**

Section 1. The Commission agrees there will be no discrimination in the selection, reclassification, promotion, transfer, training or reassignment of employees or in other terms or conditions of employment because of political affiliation, marital status, sex, race, color, age, non-job related handicap or disability, AIDS or HIV status, religious creed, national origin, sexual orientation, or membership in or activity on behalf of the Union.

Section 2. The Commission does not condone and will not engage in any type of sexual harassment of any employee.

Section 3. The Union agrees that it will not in its representation of employees in the unit discriminate against anyone in the unit on the basis of membership in the Union, sex, race, color, age, religious creed, national origin, non-job related handicap or disability, AIDS or HIV status, marital status or political affiliation, sexual orientation, nor act in a discriminatory fashion against the Employer.

### **ARTICLE 35**

#### **VOLUNTARY DEDUCTION OF UNION DUES**

Section 1. Payroll deductions for the payment of Union dues will be made from the pay of unit employees who voluntarily request such deductions. In implementing this Article, the parties will be governed by the provisions of this Agreement.

Section 2. Any employee desiring to have his/her Union dues deducted from his/her pay may, at any time, complete and sign a written authorization which shall be certified by the

Treasurer of the Union or his/her designee, who shall forward or deliver it to the Payroll Office of the Employer.

Dues will be deducted effective at the beginning of the first pay period after the pay period in which the authorization card is submitted to the Employer.

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

Authorization from non-members to deduct Fair Share fees shall not be required.

Section 4. Authorized deductions will be made each biweekly pay period from the pay of each employee in accordance with this Agreement. It is understood that no deduction for dues or Fair Share fee will be made by the Employer in any period for which the employee's net earnings after other deductions are insufficient to cover the full amount of the allotment for dues.

Section 5. The dues deducted shall be transmitted by the Employer to the Treasurer of the Union by check, not later than the last day of the succeeding month after such deductions are made. With each check the Employer agrees to provide the Union with a list showing the name of the employees involved, the amount deducted for each employee, and the total amount of dues withheld for the pay periods in question.

Section 6. All deductions of Union dues provided for in this Article shall be automatically terminated in the event of loss of exclusive recognition by the Union. Any individual allotment for dues or Fair Share fee withholding also shall be automatically terminated if the employee leaves the bargaining unit.

Section 7. The Union agrees to give prompt written notification to the Employer in the event an employee participating in the dues deduction program has been suspended or expelled from the Union. The Employer shall then take action to terminate his/her allotment for dues and to initiate withholding of a Fair Share fee.

Section 8. The Union shall be responsible for insuring that the written dues authorizations are properly completed and certified before transmitting them to the Employer.

Section 9. The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken under the provisions of this Article.

Section 10. The Employer shall provide the Union, on an annual basis, a list of all employees in the unit. This list shall contain the employee's name, address and classification.

Section 11. Each employee who, on the effective date of this Agreement, is a member of the Union and each employee who becomes a member thereafter, shall maintain membership in the Union provided that such employee may resign in accordance with the provisions of the Public Employee Relations Act.

## ARTICLE 36 MISCELLANEOUS PROVISIONS

Section 1. In the event that any provisions of this Agreement are found to be inconsistent with existing statutes, ordinances, or the professional responsibilities of an attorney, the provisions of such statutes, ordinances or responsibilities 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. Where a provision of this Agreement has been determined to be void, the parties shall, at either's request, negotiate on the specific provision found to be void.

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

Section 3. In the event that any provision of this Agreement requires legislative action to become effective, including but not limited to the amendment of existing statutes, the adoption of new legislation, the passage of the Employer's budget, or the granting of appropriations, it shall not become effective until or unless such legislative action is taken. Except in those situations pertaining to passage of the Employer's budget and/or the granting of appropriations, should the Legislature fail to pass the enabling legislation, the parties shall, at either's request, negotiate on the specific provision that has not been implemented.

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

Section 5. Travel expenses shall be paid in accordance with the Commonwealth's Travel Expense Regulations, as amended from time to time.

Section 6. Employees who are required by the Employer to travel at least 15 miles from their normal work site as measured by the shortest regularly traveled route and whose work assignment requires that they remain away from said normal work site during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50, including tax. These allowances for subsistence require no receipts or other accounting, however, they are not flat allowances and only amounts actually expended may be claimed.

If an employee is required and assigned by his or her immediate supervisor to work more than two (2) hours beyond his/her regular quitting time, the employee will be allowed a meal period at the end of the initial two hour period or sooner. In addition, the employee will be allowed a meal period for each four (4) hours worked beyond each meal period. If an employee

works more than two (2) hours after his/her scheduled quitting time and has not had notice of such work requirement at least two (2) hours before commencement of his/her regular shift, the Employer shall furnish a meal or compensate the employee for a meal in an amount actually expended and not to exceed eight dollars (\$8.00).

Section 7. Policies concerning smoking at the work site, including prohibitions against smoking, may be established by the Employer after meet and discuss with the Union. The Public Utility Commission and the Union agree to treat smokeless tobacco and electronic smoking devices in the same manner in which other tobacco usage at the worksite is treated.

Section 8. Policies and procedures relating to the Employer's Corporate Card Program will apply to employees in this unit.

Section 9. All legal work pertaining to appeals of personnel action taken by the Commission and other confidential internal personnel related matters where legal counsel is required or requested by the Commission, will not be considered to be exclusively the work of this bargaining unit. Furthermore, it is recognized that the management level attorneys within the PUC may perform bargaining unit work in accordance with current practice or, on a temporary basis, in emergency or excessive work load circumstances in order that the Commission's functions, programs and standards of service are maintained.

Section 10. Effective January 1, 2012, should the Employer assert an overpayment of wages or benefits provided by this agreement of more than \$300 has been made to an employee, the Employer shall provide written notice of such overpayment to the employee and the Union and shall supply the employee and the Union with documentation of such debt. Repayment of such debt shall be made by the following procedures:

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



## **ARTICLE 37**

### **CONTINUING LEGAL EDUCATION**

#### Section 1.

a. The Employer shall provide appropriate time off for satisfying all Continuing Legal Education required by the Pennsylvania Supreme Court. Such education shall be scheduled and paid for by the Employer for courses offered and/or sponsored by Commonwealth training resources. Courses offered by private entities will be considered for reimbursement only when the Commonwealth does not offer sufficient credits to enable employees to fulfill the training requirements imposed by the Pennsylvania Supreme Court.

When employees elect to schedule required Continuing Legal Education on their own, time off for such training must be approved by the employee's immediate supervisor, or designee, and such training shall be paid for by the employee.

b. The Employer shall reimburse each employee the full amount of the course registration fee of employee initiated job related continuing legal education, subject to the following conditions:

1. request with complete description must be submitted in writing to employee's immediate supervisor or designee
2. prior approval by the Executive Director, or designee, is required
3. reimbursement will be in accordance with Agency policy and procedures
4. travel, lodging and meals will be reimbursed in accordance with Commonwealth Travel Policy regulations

c. The Employer shall reimburse each employee the full amount of the course registration fee of job related continuing legal education required by the Employer subject to the following conditions:

1. reimbursement will be in accordance with Agency policy and procedures
2. travel, lodging and meals will be reimbursed in accordance with Commonwealth Travel Policy regulations

## **ARTICLE 38**

### **SENIORITY**

Section 1. For purposes of this Agreement, seniority shall be defined as unbroken service with the Employer in this bargaining unit from the date of most recent hire. 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 after leave and acceptance of other permanent employment while on leave.

Section 2. a. When the Employer determines a furlough is necessary, employees will be furloughed in inverse order of bargaining unit seniority, starting with the least senior employee in the classification designated by the Employer for furlough, regardless of division or bureau.

b. When an employee is affected by a furlough, the employee shall have the right to bump into a position in the next lower classification within the bargaining unit, provided the employee has more bargaining unit seniority than the employee with the least amount of bargaining unit seniority in the next lower classification, and provided the affected employee has the requisite skill and ability, necessary to perform the duties associated with the position in the next lower classification. If a bump into the next lower classification is not available, the employee shall have the right to bump into any lower classification in the bargaining unit, subject to the conditions set forth above. If the affected employee is unable to bump into any position, the employee shall be furloughed.

c. If an employee declines to exercise any of the bumping rights set forth in Section 2.a. at the time the furlough is announced, the employee shall forfeit all bumping rights, but shall remain eligible for recall to the position from which he/she was originally furloughed for three years pursuant to Section 3 of this Article.

Section 3. Furloughed employees will be placed on a recall list for a period of three (3) years and will be recalled in bargaining unit seniority order to the classification previously held, or to any lower level classification in the bargaining unit, provided they have the skill and ability to adequately perform the duties associated with the vacant position. When an employee covered by this agreement is recalled to a position in a lower pay range the provisions of Article 8, Section 13 b shall apply.

Section 4. 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, and shall be considered as having resigned from employment with the Employer.

Section 5. Notice of recall shall be sent by the Employer to the employee's last address of record. During the period that employees are on a recall list, they shall keep the Employer informed of any changes in address. The Employer shall not be held liable if an employee is not offered recall because of failure to notify the Employer of a change of address. An employee who fails to respond to a recall within five (5) working days of receipt of the recall offer and/or is not offered recall because of failure to notify the Employer of a change of address shall forfeit all recall rights and be considered as having resigned from employment with the Employer.

Section 6. A furloughed employee who applies for and receives retirement benefits from the State Employees' Retirement Board shall forfeit all recall rights under this Section and shall be

considered as having resigned from employment with the Employer as of the date of the approval of benefits by the State Employees' Retirement Board.

Section 7. Seniority rights shall continue to accrue during the following leaves without pay: military leave, leave without pay for illness, family care leave, parental leave, and paid or unpaid injury leave. Otherwise, seniority rights shall not accrue for leaves without pay.

Section 8. Where the need for furlough can be reasonably anticipated, the Employer will notify the Union one month in advance of any impending furlough.

### **ARTICLE 39 SUPPLEMENTARY EMPLOYMENT**

Section 1. Members of the Commonwealth Bar Association shall be permitted to engage in the outside practice of law which does not directly or indirectly interfere with the performance of their duties and obligations to the Public Utility Commission and avoids any appearance of impropriety. The outside practice of law will be subject to pre-approval of a supplementary employment request by the Human Resources Director and limited to the following areas of law:

1. Wills, living wills, trust and estates.
2. Residential real estate transactions.
3. Taxes.
4. Counsel to a non-profit organization.
5. Sports agent.
6. Teaching, including public utility law.
7. Contract preparation and negotiations for commercial and private individuals.
8. Incorporation.
9. Divorce mediator.
10. Financial consultant or advisor.
11. Draft and exercise powers of attorney.
12. Writing and speaking on the law for publications, radio or television.
13. Antitrust Law

14. Personal Property Law, to include animal law.

Section 2. The Union or the Public Utility Commission may request a Meet and Discuss to consider any other area of supplementary employment not previously determined to be appropriate or inappropriate for inclusion in the above list.

Section 3. Denials of outside employment requests by the Personnel Director may be appealed to the Executive Director whose decision will be binding and final. Denials of outside employment will not be arbitrary and capricious.

Section 4. Members may not engage in outside practice during scheduled work hours or use property of the Commonwealth of Pennsylvania in pursuit of that practice. Property of the Commonwealth includes, but is not limited to telephones, copiers, fax machines, stationary supplies and personal computers.

Section 5. Any violation of the above Article by the employee may subject that employee to disciplinary action which may include reprimand, suspension, and/or discharge, whichever is appropriate.

Section 6. Members may not engage in any outside practice that would require them to appear before any court or administrative hearing board.

Section 7. Nothing in this Article is to be construed as a waiver of any of the legal rights of either party.

#### **ARTICLE 40 FAMILY CARE LEAVE**

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

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

One aggregate six month entitlement of leave without pay with benefits will be provided for family care leave without pay used under this Section, sick leave without pay used under Article 16, Section 3.a., and parental leave without pay used under Article 18, Section 1.a. Leave used under these Articles, as well as military exigency leave used under Article 16, Section 12, will be deducted from the six month entitlement and run concurrently.

After the employee has used an aggregate of six months of leave without pay with benefits under this Section, Article 16, Section 3.a., Article 18, Section 1.a., and/or military exigency leave used under Article 16, Section 12, the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six month entitlement under the rolling twelve month year, provided that the employee has at least 1250 hours of actual work time within the twelve month period preceding commencement of the leave (900 hours for permanent part-time employees).

The continuation of benefits under this Section is subject to the employee's payment of any required employee contributions under Article 20, Section 3.

Section 2. State paid coverage for life insurance and state payments toward coverage for health benefits as provided in Articles 20 and 21 will continue for the period of time the employee is on family care leave under Section 1 of this Article.

Section 3. It is understood that the twelve week entitlement under Section 1 above may not be extended.

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

b. Effective during the first pay period of leave calendar year 2012, Subsection 4.a. applies except that employees may choose to retain up to ten days of accrued sick leave to be used as sick family and/or additional sick family, in accordance with Article 17 Sections 4 and 5. The choice to retain or not retain sick leave cannot be made retroactively, and saved days will be measured based on accrued sick leave available at the commencement of the absence. Saved days may be used by employees for absences appropriate for the use of such leave at any time during the first 12 weeks of the six month entitlement to leave without pay with benefits; such sick leave used will run concurrently with and reduce the six month entitlement to leave without pay with benefits. Days saved and requested for intermittent or reduced-time absences for periods less than two consecutive weeks after the first 12 weeks of the six month entitlement to leave without pay with benefits will be reviewed for approval under the provisions of Article 17; such use will not be counted against the six month entitlement to leave without pay with benefits

Section 5. An employee shall have the right to return to the same position in the same classification held before going on Family Care Leave, or to an equivalent position with regard to pay and skill.

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

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

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

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

Section 7. It is understood by both parties that the provisions of this Article are consistent with the Family and Medical Leave Act of 1993, 29 USC 2601 et seq.

## **ARTICLE 41 DURATION OF AGREEMENT**

Section 1. The Agreement shall be effective as of July 1, 2011 except where specifically provided that a particular provision will be effective on another date and shall remain in full force and effect up to and including June 30, 2015. It shall automatically be renewed form year to year thereafter, unless either party shall notify the other in writing of its intent to renegotiate provisions of this Agreement by such time as would permit the parties to comply with the collective bargaining schedule established by the Public Employe Relations Act.


**ARTICLE 42  
SUCCESSOR PROVISIONS**

This Agreement shall be binding upon the parties and their successors and assigns.

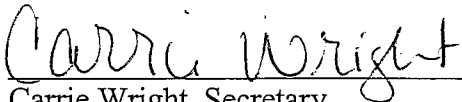
**COMMONWEALTH BAR  
ASSOCIATION**



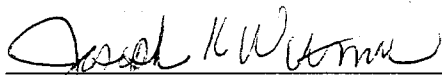
Charles Daniel Shields, President



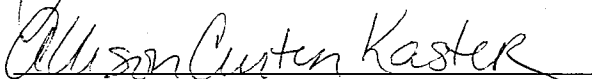
Rhonda Daviston, Vice President/Treasurer



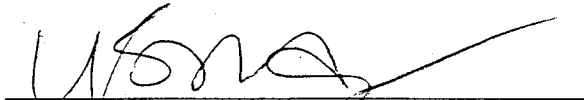
Carrie Wright, Secretary



Joseph Witmer, Past President

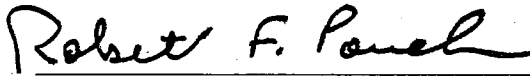


Allison Curtin Kaster Past VP/Treasurer

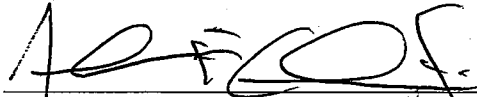


Louise Fink Smith, Past Secretary

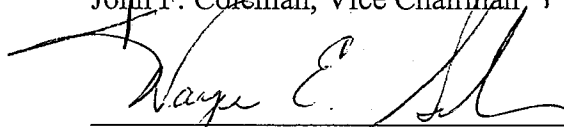
**PENNSYLVANIA PUBLIC UTILITY  
COMMISSION**



Robert F. Powelson, Chairman



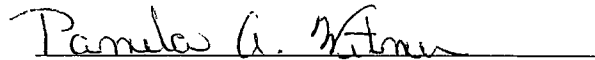
John F. Coleman, Vice Chairman




Wayne E. Gardner, Commissioner



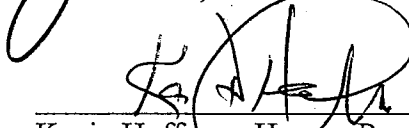
James H. Cawley, Commissioner



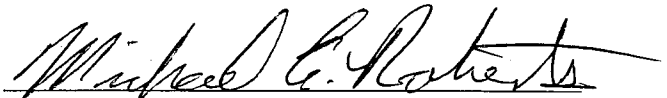
Pamela A. Witmer, Commissioner



Jan Freeman, Executive Director




Kevin Hoffman, Human Resource Director



Michael Roberts, Labor Relations  
Coordinator

SIDE LETTER - 1

Should the Public Utility Commission make changes to the established pay ranges, pay matrix or decide to offer additional benefits for Attorneys under their jurisdiction during the term of this contract, the Commission agrees to Meet and Discuss these issues with the Association.

  
Commonwealth Bar Association

  
PA Public Utility Commission

4-20-05  
Date

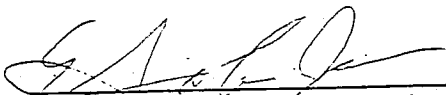
4.20.05  
Date



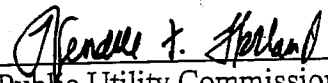
SIDE LETTER - 2

Pursuant to the Commonwealth Bar Association's agreement to participate in the Commonwealth Corporate Card Program, the Public Utility Commission and the Commonwealth offer this letter of agreement to reinforce the assurance provided during bargaining that reimbursement checks will be mailed or reimbursement amounts deposited to the employee's account by the Treasury Department within 15 working days of the employee's Travel Expense Voucher being received for processing by the Bureau of Commonwealth Payroll Operations, Comptroller Operations.

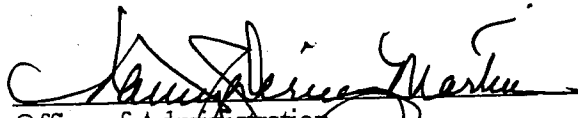
In addition, the Commission agrees to meet and discuss with the Association upon request if problems with the administration of the Corporate Card Program develop.

  
Commonwealth Bar Association

4-20-05  
Date

  
PA Public Utility Commission

4.20.05  
Date

  
Office of Administration

5/4/05  
Date



SIDE LETTER--3  
COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P.O. BOX 3265, HARRISBURG, PA 17105-3265

(717) 787-8714  
(717) 787-3855  
(Fax)

November 14, 1997

Mr. Terrence J. Buda, President  
Commonwealth Bar Association  
P.O. Box 248  
Harrisburg, PA 17105

Re: PA Supreme Court Disciplinary Fee

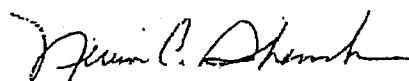
Dear Mr. Buda:

As discussed with you at a labor/management meeting in July of this year, Management is proposing to replace the language of Article 8, Section 7 of the Agreement regarding our obligation to reimburse your members for the annual disciplinary fee. In lieu of an "after the fact" reimbursement we are proposing to pay the fee "up front" each fiscal year. Consequently, the following language is offered as a side letter agreement:

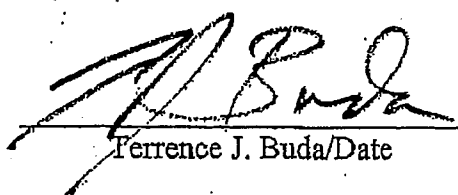
1. Members of the Commonwealth Bar Association (CBA) bargaining unit will submit the completed original of their "PA Attorneys Annual Fee Form" to the PUC's Personnel Office, no later than June 15 of each year, prior to the start of the new fiscal year each July 1.
2. CBA represented attorneys who fail to meet the above deadline will be required to pay the fee on their own and apply for reimbursement.
3. The Commission agrees to submit the completed forms with a lump sum payment to the disciplinary board no later than July 31 of each year.
4. This side letter agreement will supersede the current language of Article 8, Section 7 and the parties agree to address revision of this language in the next collective bargaining negotiation.
5. This agreement will be effective with the disciplinary fee due for fiscal year 1998/99.
6. This agreement is non-precedent setting and is made without prejudice to the rights of either party in any future dispute.

Your signature below will represent the Union's concurrence with the above terms. Please return the signed original to my office.

Sincerely,



Nevin C. Shenck  
Personnel Director



11/15/97

Terrence J. Buda/Date

cc: Barbara Bruin  
Otto F. Hofmann  
Veronica Smith  
G. J. Gillert  
C. J. Meisinger  
Al DeSanto  
File



SIDE LETTER--4  
COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P.O. BOX 3265, HARRISBURG, PA 17105-3265

(717) 787-8714  
(717) 772-3177  
(Fax)

January 28, 2000

Mr. Wayne T. Scott, President  
Commonwealth Bar Association  
PO Box 248  
Harrisburg, PA 17108

Re: Position Sharing  
PUC Assistant Counsel 3

Dear Mr. Scott:

Pursuant to our recent discussions, this correspondence is offered as a Side Letter Agreement governing a second position sharing. The Commission agrees to the following:

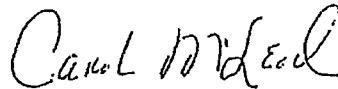
1. The position sharing will be based upon childcare responsibilities. Management will consider other requests. Approval of other requests and granting of waivers will be within the discretion of Management.
2. Under no circumstances will the employees in the position sharing arrangement be permitted supplemental outside employment related to the practice of law. Other types of employment will be governed by the Commission's Supplemental Employment Policy.
3. Two candidates will be chosen through the normal selection process to share this full-time position on a 50% basis each. However, first consideration for one-half of this full-time position will be given to current PUC Assistant Counsels who submit a bid.
4. Both employees will be considered as permanent employees but working at a 50% time work code. Management will have final discretion in the approval of work schedules.
5. Should one party decide to leave the position sharing arrangement, the remaining employee may be obligated to return to full-time employment. This provision

6. also is applicable in the event of a reduction in force where one of the parties in the position sharing is the least senior in the classification identified for furlough.
7. If either party wishes to return to full-time work, Management has no obligation to return such party even if a full-time position is available to do so. Should Management in its discretion approve the return of a half-time employee to full-time work, the Commonwealth Bar Association expressly waives the posting requirement and promotional rights of any bargaining unit members in the next lower class to the position level filled.
8. Article 7, Section 2, of the Agreement, "Hours of Employment", relating to the core hour concept, will not be applicable to those employees involved in the sharing of a full-time position.
9. Benefit rights will be governed by Management Directive No. 530.11 amended, "Benefit Rights of Permanent and Temporary Employees" in addition to the regulations of the Pennsylvania Employees Benefit Trust Fund. The earning of annual, sick and personal leave will be on a prorated basis.
10. Bargaining unit seniority will be earned at one-half the rate of permanent employees working at a 100% time work code.
11. The Commonwealth Bar Association waives all relevant contract language, not already specifically waived in this side letter, to the extent that the language conflicts with the intent of the position sharing concept.
12. Management has the right to terminate the position sharing arrangement at any time and may require that the position be filled on a full-time basis. If necessary, the furlough provisions of the Agreement will be followed in determining rights to the full-time position. Management agrees to meet and discuss at the Union's request concerning the basis for the ending of the position sharing arrangement. At minimum, Management will provide a two week notice if the position sharing arrangement is to terminate, unless emergency circumstances dictate otherwise.
13. Any disputes arising out of this position sharing arrangement will not be subject to the grievance and arbitration provisions of the Agreement but rather will be addressed through meet and discuss. Any disputes involving position-sharing employees, which do not arise from the position sharing arrangement itself, are still subject to the relevant provisions of the Agreement.

14. Employees in the position sharing arrangement will receive general pay increases and longevity increases in accordance with the Agreement, except that any cash payments will be prorated.
15. Management will reimburse the employees for the annual disciplinary fee in accordance with Side Letter 3, dated November 14, 1997.
16. The Union recognizes Management's right to limit the number of position sharing arrangements.
17. This side letter agreement is made without precedent or prejudice to the rights of the Commission and the Association in any future dispute.

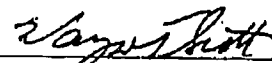
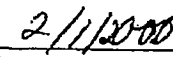
Your signature below represents concurrence with the above terms.

Sincerely,



Carol McLeod  
Personnel Director

Commonwealth Bar Association

  
\_\_\_\_\_  
Wayne T. Scott  
\_\_\_\_\_  
Date



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE  
REFER TO OUR FILE

**SIDE LETTER 5**

December 17, 2012

Charles Daniel Shields, President  
Commonwealth Bar Association  
P.O. Box 248  
Harrisburg, PA 17105

RE: Pro Bono Legal Services

Dear President Shields,

This letter outlines the agreement reached following discussions held between the Commonwealth Bar Association ("CBA") and the Pennsylvania Public Utility Commission ("PUC") regarding the issue of pro bono legal work for PUC Assistant Counsel in the bargaining unit represented by the CBA. Provisions for said agreement follow:

1. The Supreme Court of Pennsylvania has adopted *Rule 6.1* of its *Rules of Professional Conduct (Pa. R.P.C.)*. This rule provides that a lawyer should render public interest legal services. The American Bar Association has adopted goals for lawyers to provide pro bono services to persons of limited means. Assistant Counsels employed by the PUC may participate in approved pro bono public activities only in accordance with the requirements and procedures set forth in this side letter.
2. Prior to agreeing to provide legal services in a pro bono matter, the Assistant Counsel must submit a request with justification to their respective bureau director (e.g. Chief Counsel or Chief Prosecutor) who shall forward the request to the Executive Director with a recommendation of whether the request should be approved or disapproved. The Executive Director will have the sole discretion in determining whether to approve or disapprove said request and determine what limitations, if any, will apply. The approval or disapproval with any limitations will be communicated to the Assistant Counsel originally making the request. Approval may be rescinded if the pro bono work negatively impacts the Assistant Counsel's performance of his/her official duties.
3. Assistant Counsel may accept pro bono assignments approved by the Executive Director in the following areas:
  - a. Domestic relations cases in which an order of protection is the only relief sought.
  - b. Landlord/tenant cases.
  - c. Consumer protection cases.
  - d. Service as a guardian ad litem.
  - e. Wills, living wills, power of attorney, durable powers of attorney, and guardianships.
  - f. Participation in dispute arbitration, mediation, or resolution services.
  - g. Legal work for a nonprofit organization in matters designed primarily to address the needs of persons of limited means.

- h. Legal work for charitable, religious, governmental, education, or other community organizations.
  - i. Participation in communities or activities related to the delivery of pro bono services.
  - j. Educational activities, training, and teaching designed to improve law, the legal system, the legal profession, or community understanding of the law and the legal profession.
  - k. Literacy, tutoring, or mentoring programs for youth offenders or persons of limited means.
  - l. Other areas authorized by the Executive Director.
4. Assistant Counsel may not provide pro bono services in the following matters:
- a. Criminal matters.
  - b. Any matter in which the Commonwealth or any of its agencies has an interest even if that agency has no connection to the attorney's normal duties.
  - c. Any matter which would require representation before a Commonwealth agency.
  - d. Any matter in which a challenge to the constitutionality of a state statute is the indicated course of action.
  - e. Any matter in which participation would create an appearance of a conflict of interest.
  - f. Any matter that would interfere unduly with the attorney's abilities to perform his/her regular duties.
  - g. Any matter which would constitute a conflict of interest as provided in *Pa. R.P.C. 1.7 – 1.12*.
  - h. Any other matter which participation may be inappropriate as determined by the Executive Director.
5. Before discussing a case, the Assistant Counsel must inform a pro bono client or the referral agency, as appropriate, that the lawyer must receive PUC approval before final acceptance of the matter.
6. The Assistant Counsel, before performing any services for the pro bono client, must provide the client with an engagement letter which includes such terms as prescribed by the Executive Director.
7. The PUC does not provide legal malpractice insurance coverage for pro bono services and assumes no liability for pro bono activities performed by any of its Assistant Counsels.
8. Assistant Counsels providing pro bono services do so in an individual capacity and shall not represent to any person that they are acting on behalf of the PUC or the Commonwealth. Assistant Counsels shall not:
- a. Use office stationery or anything bearing PUC or Commonwealth letterhead or logo.
  - b. Distribute business cards provided by the PUC.



- c. Use anything else that associates the pro bono services being performed with the official work of the PUC or Commonwealth.

9. Providing pro bono services:

- a. Assistant Counsels must give first priority to their official duties. Pro bono matters should be handled outside regular work hours, such as during lunch periods, before and after regular work hours, and on weekends, holidays, and leave time, whenever feasible.
- b. It is recognized, due to limitations on use of PUC resources for pro bono purposes, as set forth in #10 below, it may be necessary for an Assistant Counsel to perform pro bono services on-site at the referral agency or nonprofit organization during regular work hours.
- c. Time spent on pro bono services during regular work hours shall be made up by the Assistant Counsel, on a weekly basis, so that the attorney can:
  - 1. Account for the required hours per week on official duties; or
  - 2. Utilize approved annual, personal or unpaid leave.

10. Use of Resources:

- a. The general policy is that an Assistant Counsel must not use PUC resources for pro bono matters.
- b. Direct expenses for any pro bono work, such as filing fees, court costs, and transcripts will not be paid by the PUC. Assistant Counsels must make appropriate arrangements with the client, the referral agency, or other body through which the matter was referred. Court costs and filing fees may be waived whenever an *in forma pauperis* petition and a lawyer certification of free legal service are filed with a court pursuant to *Pa. R.P.C. 240*.
- c. Assistant Counsels are specifically prohibited from using the following Commonwealth resources for pro bono matters:
  - 1. Vehicles.
  - 2. Credit cards.
  - 3. Accounts for payment of costs and expenses.
  - 4. On-line computer research services billed to the PUC on a fee-per-use basis.
  - 5. Telephones for long distance calls except to a referral agency.
  - 6. Postage.
- d. Assistant Counsels may use the following PUC resources and supplies for pro bono matters so long as the use does not interfere with the agency's work or efficiency:
  - 1. Library.
  - 2. Dictation equipment.
  - 3. Computers and typewriters.
  - 4. Facsimile and copying equipment.
  - 5. Printer paper, copy paper, envelopes, and similar supplies within reasonable limits.
- e. Assistant Counsels are prohibited from the following activities:

1. Utilizing their workplace to meet with pro bono clients or others concerning such matters.
  2. Accepting telephone calls from pro bono clients or referral agencies at their workplace.
11. The PUC does not assume responsibility to provide appropriate training opportunities for Assistant Counsels in pro bono programs.
12. Either party may withdraw from this agreement by providing the other party 30 days written notice of its intent to withdraw. The parties agree to meet, upon request, to discussion potential modifications to this agreement prior to the end of the 30 day notice period.


Sincerely,



Michael E. Roberts  
Labor Relations Coordinator

---

Signed by Commonwealth Bar Association



Charles Daniel Shields, CBA President

Dated: December 18, 2012

---

cc: J. Freeman  
R. Gramola  
K. Moury  
K. Hoffman  
B. Pankiw  
J. Simms  
A. Santucci  
OA BLR

**COMMONWEALTH BAR ASSOCIATION**  
**37½ HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE OCTOBER 1, 2010**  
**PAY SCALE TYPE ST**

PAY SCALE		PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE
LEVEL		GROUP	GROUP	GROUP	GROUP
		8	9	10	11
1	Hourly	25.64	29.27	33.39	38.13
	Biweekly	1,923.00	2,195.25	2,504.25	2,859.75
	Annual*	50,152	57,252	65,311	74,582
2	Hourly	26.19	29.90	34.14	38.94
	Biweekly	1,964.25	2,242.50	2,560.50	2,920.50
	Annual*	51,228	58,484	66,778	76,167
3	Hourly	26.79	30.59	34.90	39.82
	Biweekly	2,009.25	2,294.25	2,617.50	2,986.50
	Annual*	52,401	59,834	68,264	77,888
4	Hourly	27.41	31.26	35.66	40.71
	Biweekly	2,055.75	2,344.50	2,674.50	3,053.25
	Annual*	53,614	61,145	69,751	79,629
5	Hourly	28.00	31.98	36.44	41.63
	Biweekly	2,100.00	2,398.50	2,733.00	3,122.25
	Annual*	54,768	62,553	71,277	81,428
6	Hourly	28.63	32.65	37.26	42.53
	Biweekly	2,147.25	2,448.75	2,794.50	3,189.75
	Annual*	56,000	63,863	72,881	83,189
7	Hourly	29.27	33.39	38.13	43.50
	Biweekly	2,195.25	2,504.25	2,859.75	3,262.50
	Annual*	57,252	65,311	74,582	85,086
8	Hourly	29.90	34.14	38.94	44.47
	Biweekly	2,242.50	2,560.50	2,920.50	3,335.25
	Annual*	58,484	66,778	76,167	86,983
9	Hourly	30.59	34.90	39.82	45.46
	Biweekly	2,294.25	2,617.50	2,986.50	3,409.50
	Annual*	59,834	68,264	77,888	88,920
10	Hourly	31.26	35.66	40.71	46.46
	Biweekly	2,344.50	2,674.50	3,053.25	3,484.50
	Annual*	61,145	69,751	79,629	90,876

**COMMONWEALTH BAR ASSOCIATION**  
**37½ HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE OCTOBER 1, 2010**  
**PAY SCALE TYPE ST**

PAY SCALE		PAY SCALE	PAY SCALE	PAY SCALE	PAY SCALE
LEVEL		GROUP	GROUP	GROUP	GROUP
		8	9	10	11
11	Hourly	31.98	36.44	41.63	47.53
	Biweekly	2,398.50	2,733.00	3,122.25	3,564.75
	Annual*	62,553	71,277	81,428	92,969
12	Hourly	32.65	37.26	42.53	48.58
	Biweekly	2,443.75	2,794.50	3,189.75	3,643.50
	Annual*	63,863	72,881	83,189	95,022
13	Hourly	33.39	38.13	43.50	49.65
	Biweekly	2,504.25	2,859.75	3,262.50	3,723.75
	Annual*	65,311	74,582	85,086	97,115
14	Hourly	34.14	38.94	44.47	50.75
	Biweekly	2,560.50	2,920.50	3,335.25	3,806.25
	Annual*	66,778	76,167	86,983	99,267
15	Hourly	34.90	39.82	45.46	51.86
	Biweekly	2,617.50	2,986.50	3,409.50	3,889.50
	Annual*	68,264	77,888	88,920	101,438
16	Hourly	35.66	40.71	46.46	53.04
	Biweekly	2,674.50	3,053.25	3,484.50	3,978.00
	Annual*	69,751	79,629	90,876	103,746
17	Hourly	36.44	41.63	47.53	54.22
	Biweekly	2,733.00	3,122.25	3,564.75	4,066.50
	Annual*	71,277	81,428	92,969	106,054
18	Hourly	37.26	42.53	48.58	55.42
	Biweekly	2,794.50	3,189.75	3,643.50	4,156.50
	Annual*	72,881	83,189	95,022	108,402
19	Hourly	38.13	43.50	49.65	
	Biweekly	2,859.75	3,262.50	3,723.75	
	Annual*	74,582	85,086	97,115	
20	Hourly	38.94	44.47	50.75	
	Biweekly	2,920.50	3,335.25	3,806.25	
	Annual*	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.

**COMMONWEALTH BAR ASSOCIATION**  
**37½ HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 2012**  
**PAY SCALE TYPE ST**

PAY SCALE LEVEL		PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10	PAY SCALE GROUP 11
1	Hourly	25.90	29.56	33.72	38.51
	Biweekly	1,942.50	2,217.00	2,529.00	2,888.25
	Annual*	50,660	57,819	65,956	75,326
2	Hourly	26.45	30.20	34.48	39.33
	Biweekly	1,983.75	2,265.00	2,586.00	2,949.75
	Annual*	51,736	59,071	67,443	76,929
3	Hourly	27.06	30.90	35.25	40.22
	Biweekly	2,029.50	2,317.50	2,643.75	3,016.50
	Annual*	52,929	60,440	68,949	78,670
4	Hourly	27.68	31.57	36.02	41.12
	Biweekly	2,076.00	2,367.75	2,701.50	3,084.00
	Annual*	54,142	61,751	70,455	80,431
5	Hourly	28.28	32.30	36.80	42.05
	Biweekly	2,121.00	2,422.50	2,760.00	3,153.75
	Annual*	55,316	63,179	71,981	82,250
6	Hourly	28.92	32.98	37.63	42.96
	Biweekly	2,169.00	2,473.50	2,822.25	3,222.00
	Annual*	56,568	64,509	73,604	84,030
7	Hourly	29.56	33.72	38.51	43.94
	Biweekly	2,217.00	2,529.00	2,888.25	3,295.50
	Annual*	57,819	65,956	75,326	85,947
8	Hourly	30.20	34.48	39.33	44.91
	Biweekly	2,265.00	2,586.00	2,949.75	3,368.25
	Annual*	59,071	67,443	76,929	87,844
9	Hourly	30.90	35.25	40.22	45.91
	Biweekly	2,317.50	2,643.75	3,016.50	3,443.25
	Annual*	60,440	68,949	78,670	89,800
10	Hourly	31.57	36.02	41.12	46.92
	Biweekly	2,367.75	2,701.50	3,084.00	3,519.00
	Annual*	61,751	70,455	80,431	91,776

**COMMONWEALTH BAR ASSOCIATION  
37½ HOUR STANDARD PAY SCHEDULE  
EFFECTIVE JULY 1, 2012  
PAY SCALE TYPE ST**

PAY SCALE LEVEL		PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10	PAY SCALE GROUP 11
11	Hourly	32.30	36.80	42.05	48.01
	Biweekly	2,422.50	2,760.00	3,153.75	3,600.75
	Annual*	63,179	71,981	82,250	93,908
12	Hourly	32.98	37.63	42.96	49.07
	Biweekly	2,473.50	2,822.25	3,222.00	3,680.25
	Annual*	64,509	73,604	84,030	95,981
13	Hourly	33.72	38.51	43.94	50.15
	Biweekly	2,529.00	2,888.25	3,295.50	3,761.25
	Annual*	65,956	75,326	85,947	98,093
14	Hourly	34.48	39.33	44.91	51.26
	Biweekly	2,586.00	2,949.75	3,368.25	3,844.50
	Annual*	67,443	76,929	87,844	100,265
15	Hourly	35.25	40.22	45.91	52.38
	Biweekly	2,643.75	3,016.50	3,443.25	3,928.50
	Annual*	68,949	78,670	89,800	102,455
16	Hourly	36.02	41.12	46.92	53.57
	Biweekly	2,701.50	3,084.00	3,519.00	4,017.75
	Annual*	70,455	80,431	91,776	104,783
17	Hourly	36.80	42.05	48.01	54.76
	Biweekly	2,760.00	3,153.75	3,600.75	4,107.00
	Annual*	71,981	82,250	93,908	107,111
18	Hourly	37.63	42.96	49.07	55.97
	Biweekly	2,822.25	3,222.00	3,680.25	4,197.75
	Annual*	73,604	84,030	95,981	109,477
19	Hourly	38.51	43.94	50.15	57.22
	Biweekly	2,888.25	3,295.50	3,761.25	4,291.50
	Annual*	75,326	85,947	98,093	111,922
20	Hourly	39.33	44.91	51.26	
	Biweekly	2,949.75	3,368.25	3,844.50	
	Annual*	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.

**COMMONWEALTH BAR ASSOCIATION  
37½ HOUR STANDARD PAY SCHEDULE  
EFFECTIVE JULY 1, 2013  
PAY SCALE TYPE ST**

PAY SCALE LEVEL		PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10	PAY SCALE GROUP 11
1	Hourly	26.03	29.71	33.89	38.70
	Biweekly	1,952.25	2,228.25	2,541.75	2,902.50
	Annual*	50,915	58,113	66,289	75,697
2	Hourly	26.58	30.35	34.65	39.53
	Biweekly	1,993.50	2,276.25	2,598.75	2,964.75
	Annual*	51,990	59,365	67,775	77,321
3	Hourly	27.20	31.05	35.43	40.42
	Biweekly	2,040.00	2,328.75	2,657.25	3,031.50
	Annual*	53,203	60,734	69,301	79,062
4	Hourly	27.82	31.73	36.20	41.33
	Biweekly	2,086.50	2,379.75	2,715.00	3,099.75
	Annual*	54,416	62,064	70,807	80,841
5	Hourly	28.42	32.46	36.98	42.26
	Biweekly	2,131.50	2,434.50	2,773.50	3,169.50
	Annual*	55,590	63,492	72,333	82,661
6	Hourly	29.06	33.14	37.82	43.17
	Biweekly	2,179.50	2,485.50	2,836.50	3,237.75
	Annual*	56,841	64,822	73,976	84,441
7	Hourly	29.71	33.89	38.70	44.16
	Biweekly	2,228.25	2,541.75	2,902.50	3,312.00
	Annual*	58,113	66,289	75,697	86,377
8	Hourly	30.35	34.65	39.53	45.13
	Biweekly	2,276.25	2,598.75	2,964.75	3,384.75
	Annual*	59,365	67,775	77,321	88,274
9	Hourly	31.05	35.43	40.42	46.14
	Biweekly	2,328.75	2,657.25	3,031.50	3,460.50
	Annual*	60,734	69,301	79,062	90,250
10	Hourly	31.73	36.20	41.33	47.15
	Biweekly	2,379.75	2,715.00	3,099.75	3,536.25
	Annual*	62,064	70,807	80,841	92,225



**COMMONWEALTH BAR ASSOCIATION**  
**37½ HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 2013**  
**PAY SCALE TYPE ST**

PAY SCALE LEVEL		PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10	PAY SCALE GROUP 11
11	Hourly	32.46	36.98	42.26	48.25
	Biweekly	2,434.50	2,773.50	3,169.50	3,618.75
	Annual*	63,492	72,333	82,661	94,377
12	Hourly	33.14	37.82	43.17	49.32
	Biweekly	2,485.50	2,836.50	3,237.75	3,699.00
	Annual*	64,822	73,976	84,441	96,470
13	Hourly	33.89	38.70	44.16	50.40
	Biweekly	2,541.75	2,902.50	3,312.00	3,780.00
	Annual*	66,289	75,697	86,377	98,582
14	Hourly	34.65	39.53	45.13	51.52
	Biweekly	2,598.75	2,964.75	3,384.75	3,864.00
	Annual*	67,775	77,321	88,274	100,773
15	Hourly	35.43	40.42	46.14	52.64
	Biweekly	2,657.25	3,031.50	3,460.50	3,948.00
	Annual*	69,301	79,062	90,250	102,964
16	Hourly	36.20	41.33	47.15	53.84
	Biweekly	2,715.00	3,099.75	3,536.25	4,038.00
	Annual*	70,807	80,841	92,225	105,311
17	Hourly	36.98	42.26	48.25	55.03
	Biweekly	2,773.50	3,169.50	3,618.75	4,127.25
	Annual*	72,333	82,661	94,377	107,639
18	Hourly	37.82	43.17	49.32	56.25
	Biweekly	2,836.50	3,237.75	3,699.00	4,218.75
	Annual*	73,976	84,441	96,470	110,025
19	Hourly	38.70	44.16	50.40	57.51
	Biweekly	2,902.50	3,312.00	3,780.00	4,313.25
	Annual*	75,697	86,377	98,582	112,490
20	Hourly	39.53	45.13	51.52	
	Biweekly	2,964.75	3,384.75	3,864.00	
	Annual*	77,321	88,274	100,773	

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



**COMMONWEALTH BAR ASSOCIATION**  
**37½ HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JANUARY 1, 2014**  
**PAY SCALE TYPE ST**

PAY SCALE LEVEL		PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10	PAY SCALE GROUP 11
1	Hourly	26.16	29.86	34.06	38.89
	Biweekly	1,962.00	2,239.50	2,554.50	2,916.75
	Annual*	51,169	58,406	66,621	76,069
2	Hourly	26.71	30.50	34.82	39.73
	Biweekly	2,003.25	2,287.50	2,611.50	2,979.75
	Annual*	52,245	59,658	68,108	77,712
3	Hourly	27.34	31.21	35.61	40.62
	Biweekly	2,050.50	2,340.75	2,670.75	3,046.50
	Annual*	53,477	61,047	69,653	79,453
4	Hourly	27.96	31.89	36.38	41.54
	Biweekly	2,097.00	2,391.75	2,728.50	3,115.50
	Annual*	54,690	62,377	71,159	81,252
5	Hourly	28.56	32.62	37.16	42.47
	Biweekly	2,142.00	2,446.50	2,787.00	3,185.25
	Annual*	55,863	63,805	72,685	83,071
6	Hourly	29.21	33.31	38.01	43.39
	Biweekly	2,190.75	2,498.25	2,850.75	3,254.25
	Annual*	57,135	65,154	74,348	84,871
7	Hourly	29.86	34.06	38.89	44.38
	Biweekly	2,239.50	2,554.50	2,916.75	3,328.50
	Annual*	58,406	66,621	76,069	86,867
8	Hourly	30.50	34.82	39.73	45.36
	Biweekly	2,287.50	2,611.50	2,979.75	3,402.00
	Annual*	59,658	68,108	77,712	88,724
9	Hourly	31.21	35.61	40.62	46.37
	Biweekly	2,340.75	2,670.75	3,046.50	3,477.75
	Annual*	61,047	69,653	79,453	90,700
10	Hourly	31.89	36.38	41.54	47.39
	Biweekly	2,391.75	2,728.50	3,115.50	3,554.25
	Annual*	62,377	71,159	81,252	92,695

**COMMONWEALTH BAR ASSOCIATION**  
**37½ HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JANUARY 1, 2014**  
**PAY SCALE TYPE ST**

PAY SCALE LEVEL		PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10	PAY SCALE GROUP 11
11	Hourly	32.62	37.16	42.47	48.49
	Biweekly	2,446.50	2,787.00	3,185.25	3,636.75
	Annual*	63,805	72,685	83,071	94,846
12	Hourly	33.31	38.01	43.39	49.57
	Biweekly	2,498.25	2,850.75	3,254.25	3,717.75
	Annual*	65,154	74,348	84,871	96,959
13	Hourly	34.06	38.89	44.38	50.65
	Biweekly	2,554.50	2,916.75	3,328.50	3,798.75
	Annual*	66,621	76,069	86,807	99,071
14	Hourly	34.82	39.73	45.36	51.78
	Biweekly	2,611.50	2,979.75	3,402.00	3,883.50
	Annual*	68,108	77,712	88,724	101,282
15	Hourly	35.61	40.62	46.37	52.90
	Biweekly	2,670.75	3,046.50	3,477.75	3,967.50
	Annual*	69,653	79,453	90,700	103,472
16	Hourly	36.38	41.54	47.39	54.11
	Biweekly	2,728.50	3,115.50	3,554.25	4,058.25
	Annual*	71,159	81,252	92,695	105,839
17	Hourly	37.16	42.47	48.49	55.31
	Biweekly	2,787.00	3,185.25	3,636.75	4,148.25
	Annual*	72,685	83,071	94,846	108,186
18	Hourly	38.01	43.39	49.57	56.53
	Biweekly	2,850.75	3,254.25	3,717.75	4,239.75
	Annual*	74,348	84,871	96,959	110,573
19	Hourly	38.89	44.38	50.65	57.80
	Biweekly	2,916.75	3,328.50	3,798.75	4,335.00
	Annual*	76,069	86,807	99,071	113,057
20	Hourly	39.73	45.36	51.78	
	Biweekly	2,979.75	3,402.00	3,883.50	
	Annual*	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.

**COMMONWEALTH BAR ASSOCIATION**  
**37½ HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 2014**  
**PAY SCALE TYPE ST**

PAY SCALE LEVEL		PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10	PAY SCALE GROUP 11
1	Hourly	26.68	30.46	34.74	39.67
	Biweekly	2,001.00	2,284.50	2,605.50	2,975.25
	Annual*	52,186	59,580	67,951	77,595
2	Hourly	27.24	31.11	35.52	40.52
	Biweekly	2,043.00	2,333.25	2,664.00	3,039.00
	Annual*	53,281	60,851	69,477	79,257
3	Hourly	27.89	31.83	36.32	41.43
	Biweekly	2,091.75	2,387.25	2,724.00	3,107.25
	Annual*	54,553	62,259	71,042	81,037
4	Hourly	28.52	32.53	37.11	42.37
	Biweekly	2,139.00	2,439.75	2,783.25	3,177.75
	Annual*	55,785	63,629	72,587	82,876
5	Hourly	29.13	33.27	37.90	43.32
	Biweekly	2,184.75	2,495.25	2,842.50	3,249.00
	Annual*	56,978	65,076	74,132	84,734
6	Hourly	29.79	33.98	38.77	44.26
	Biweekly	2,234.25	2,548.50	2,907.75	3,319.50
	Annual*	58,269	66,465	75,834	86,573
7	Hourly	30.46	34.74	39.67	45.27
	Biweekly	2,284.50	2,605.50	2,975.25	3,395.25
	Annual*	59,580	67,951	77,595	88,548
8	Hourly	31.11	35.52	40.52	46.27
	Biweekly	2,333.25	2,664.00	3,039.00	3,470.25
	Annual*	60,851	69,477	79,257	90,504
9	Hourly	31.83	36.32	41.43	47.30
	Biweekly	2,387.25	2,724.00	3,107.25	3,547.50
	Annual*	62,259	71,042	81,037	92,519
10	Hourly	32.53	37.11	42.37	48.34
	Biweekly	2,439.75	2,783.25	3,177.75	3,625.50
	Annual*	63,629	72,587	82,876	94,553

**COMMONWEALTH BAR ASSOCIATION**  
**37½ HOUR STANDARD PAY SCHEDULE**  
**EFFECTIVE JULY 1, 2014**  
**PAY SCALE TYPE ST**

PAY SCALE LEVEL		PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10	PAY SCALE GROUP 11
11	Hourly	33.27	37.90	43.32	49.46
	Biweekly	2,495.25	2,842.50	3,249.00	3,709.50
	Annual*	65,076	74,132	84,734	96,744
12	Hourly	33.98	38.77	44.26	50.56
	Biweekly	2,548.50	2,907.75	3,319.50	3,792.00
	Annual*	66,465	75,834	86,573	98,895
13	Hourly	34.74	39.67	45.27	51.66
	Biweekly	2,605.50	2,975.25	3,395.25	3,874.50
	Annual*	67,951	77,595	88,548	101,047
14	Hourly	35.52	40.52	46.27	52.82
	Biweekly	2,664.00	3,039.00	3,470.25	3,961.50
	Annual*	69,477	79,257	90,504	103,316
15	Hourly	36.32	41.43	47.30	53.96
	Biweekly	2,724.00	3,107.25	3,547.50	4,047.00
	Annual*	71,042	81,037	92,519	105,546
16	Hourly	37.11	42.37	48.34	55.19
	Biweekly	2,783.25	3,177.75	3,625.50	4,139.25
	Annual*	72,587	82,876	94,553	107,952
17	Hourly	37.90	43.32	49.46	56.42
	Biweekly	2,842.50	3,249.00	3,709.50	4,231.50
	Annual*	74,132	84,734	96,744	110,358
18	Hourly	38.77	44.26	50.56	57.66
	Biweekly	2,907.75	3,319.50	3,792.00	4,324.50
	Annual*	75,834	86,573	98,895	112,783
19	Hourly	39.67	45.27	51.66	58.96
	Biweekly	2,975.25	3,395.25	3,874.50	4,422.00
	Annual*	77,595	88,548	101,047	115,326
20	Hourly	40.52	46.27	52.82	
	Biweekly	3,039.00	3,470.25	3,961.50	
	Annual*	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.

## APPENDIX F

### Classes Represented and Commonwealth Bar Association (CBA) Pay Ranges

<u>Classification</u>	<u>CBA Pay Range</u>
PUC Assistant Counsel 1	8
PUC Assistant Counsel 2	9
PUC Assistant Counsel 3	10
PUC Assistant Counsel 4	11