

AGREEMENT

BETWEEN

COMMONWEALTH OF PENNSYLVANIA

AND

PENNSYLVANIA STATE EDUCATION ASSOCIATION  
NATIONAL EDUCATION ASSOCIATION, LOCAL ASSOCIATION  
AT HIRAM G. ANDREWS CENTER

Effective July 1, 2019 to June 30, 2023

TABLE OF CONTENTS

	<b>PAGE NO.</b>
PREAMBLE	3
ARTICLE 1, MANAGEMENT RIGHTS	3
ARTICLE 2, RECOGNITION	3
ARTICLE 3, ASSOCIATION SECURITY	4
ARTICLE 4, DUES DEDUCTION	4
ARTICLE 5, WORK YEAR	5
ARTICLE 6, SICK AND BEREAVEMENT LEAVE	6
ARTICLE 7, LEAVES OF ABSENCE	9
ARTICLE 8, MILITARY LEAVE	10
ARTICLE 9, CIVIL LEAVE	10
ARTICLE 10, FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE	11
ARTICLE 11, VACATIONS	16
ARTICLE 12, PERSONAL LEAVE DAYS (VACATED)	19
ARTICLE 13, OUT-SERVICE TRAINING	20
ARTICLE 14, LEAVES OF ABSENCE WITHOUT PAY	21
ARTICLE 15, SALARIES	21
ARTICLE 16, DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE	24
ARTICLE 17, GRIEVANCES AND ARBITRATION	24
ARTICLE 18, TRAVEL TIME AND EXPENSES	28
ARTICLE 19, VACANCIES AND TRANSFERS	29
ARTICLE 20, PERSONNEL FILES	30
ARTICLE 21, PEACE AND STABILITY	30
ARTICLE 22, GENERAL PROVISIONS	31
ARTICLE 23, MEET AND DISCUSS COMMITTEES	32
ARTICLE 24, HEALTH BENEFITS	32
ARTICLE 25, LIFE INSURANCE	41
ARTICLE 26, WORK-RELATED DISABILITY	42
ARTICLE 27, UNEMPLOYMENT COMPENSATION	44
ARTICLE 28, HOLIDAYS	45
ARTICLE 29, CREDIT UNION	46
ARTICLE 30, MISCELLANEOUS PROVISIONS	47
ARTICLE 31, SENIORITY	47
ARTICLE 32, SUBSTITUTE EMPLOYEES	49
ARTICLE 33, ACADEMIC FREEDOM	49
ARTICLE 34, SAFETY AND HEALTH	50
ARTICLE 35, PRESERVATION OF BARGAINING UNIT WORK	51
ARTICLE 36, LEAVE DONATION PROGRAM	52
ARTICLE 37, TERM OF AGREEMENT	56
SIGNATURE PAGE	56
APPENDIX A, INSTRUCTIONAL, NON-TENURED EDUCATION LEVEL PLACEMENT AND ADVANCEMENT	57

APPENDIX B, ED PAY SCHEDULE, EFFECTIVE JULY 1, 2019 (BASE)	62
APPENDIX C, ED PAY SCHEDULE, EFFECTIVE OCTOBER 1, 2019	63
APPENDIX D, ED PAY SCHEDULE, EFFECTIVE JANUARY 1, 2021	64
APPENDIX E, ED PAY SCHEDULE, EFFECTIVE OCTOBER 1, 2021	65
APPENDIX F, ED PAY SCHEDULE, EFFECTIVE JANUARY 1, 2023	66
APPENDIX G, LIST OF CLASSIFICATIONS	67
APPENDIX H, RULES OF THE ACCELERATED GRIEVANCE PROCEDURE	68

## **PREAMBLE**

This Agreement entered into by the Commonwealth of Pennsylvania, hereinafter referred to as the Employer, and the Pennsylvania State Education Association, National Education Association, Local Association at Hiram G. Andrews Center, hereinafter referred to as the Association, has as its purpose the promotion of harmonious relations between the Employer and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE 1 MANAGEMENT RIGHTS**

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

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

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

## **ARTICLE 2 RECOGNITION**

Section 1. The Association is recognized as the exclusive representative for collective bargaining purposes for employees within the classifications established by a certification of the Pennsylvania Labor Relations Board, dated August 2, 1991, more specifically referred to as PERA-R-91-196-C, as amended.

Section 2. The term "employee" when used in this Agreement is defined as those persons falling both within the classifications covered by the certification referred to in Section 1 of this Article and within the classifications listed in Appendix G.

**ARTICLE 3**  
**ASSOCIATION SECURITY**

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

a. The employee shall send a certified letter, return receipt requested, of resignation to the headquarters of the Pennsylvania State Education Association and a copy of the letter to his/her agency.

b. The letter shall be postmarked during the fifteen-day period prior to the expiration date of this Agreement and shall state that the employee is resigning his/her membership in the Association and where applicable is revoking his/her check-off authorization.

Section 2. The payment of dues and assessments while a member shall be the only requisite employment condition.

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

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

**ARTICLE 4**  
**DUES DEDUCTION**

Section 1. The Employer agrees to deduct the Association bi-weekly membership dues and an annual assessment, if any, from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Association and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Association by the last day of the succeeding month, after such deductions are made. This authorization shall be irrevocable during the term of this Agreement. When revoked by the employee in accordance with Article 3, the agency shall halt the check-off of dues effective the first full pay period following the expiration of this Agreement.

Section 2. The Association shall indemnify and hold the Commonwealth harmless against any and all claims, suits, orders, or judgments brought or issued against the Commonwealth as a result of any action taken or not taken by the Commonwealth under the provisions of this Article.

## **ARTICLE 5 WORK YEAR**

Section 1. The normal academic work year for each instructor shall consist of approximately 52 calendar (work) weeks which shall be comprised of three, 16 week academic teaching trimesters and four weeks of other professional non-instructional responsibilities as outlined within the Instructors' job duties.

Section 2. The normal work week shall consist of 37.5 work hours, of which up to 30 hours, worked over a period of five consecutive days, Monday through Friday, shall be student contact hours. The balance of the 37.5 hours shall be non student contact time to be utilized in accordance with the Instructors' professional responsibilities including, but not limited to, preparation time and committee work. Time between classes shall not be counted as non-student contact time.

Section 3. The normal work day shall commence between 6:00 a.m. and 8:30 a.m. and shall consist of 7.5 work hours. Included within the 7.5 work hours shall be two 15 minute rest periods. The work hours shall be consecutive except that they may be interrupted by an unpaid meal period of up to one hour in length. Instructors shall be advised of the starting times of their work days two weeks prior to the beginning of each trimester if practical. Instructors shall be advised of their work schedule for the period between trimesters one week prior to the end of the preceding trimester, if practical.

Section 4. Variances from the provisions of Sections 2 and 3 above may be required by the Employer in case of emergency.

Section 5. Full-time Instructors hired prior to July 1, 2007, will be grandfathered according to Section 3 of this Article, Monday through Friday schedule. Any Instructor who is hired on or after July 1, 2007, may be scheduled during any 7.5 continuous hours between 7:00 A.M. and 10:00 P.M., Monday through Friday.

Section 6. Instructors may be permitted to work during hours other than their regularly scheduled assignment. However, such changes must be approved in writing by management with a copy to the Instructor and the Association. Said changes to the regularly scheduled assignment can only comprise a variation of the originally scheduled 37.5 weekly work hours outlined in this Article.

Section 7. Effective with the April 2020 term break, instructors will be permitted to work flexible schedules with management approval during term breaks when classes are not in session.

a. Instructors interested in flex scheduling during term breaks must provide four weeks' notice of requested hours.

b. Requests for flex scheduling will be answered two weeks prior to the commencement of the term break.

c. The flex schedule hours must be between 7:00 a.m. and 4:30 p.m. and must be the same hours every day for the term break period.

d. Once the flex schedule is approved, the schedule cannot be changed for the duration of the term break, with the exception of mandatory training and mandatory meetings.

e. A new request for flex scheduling must be submitted for each term break.

f. The flex schedule will not result in additional compensation by means of premium pay or shift differential.

g. Approval of requests for flex scheduling during term breaks shall be at the sole discretion of local management.

## **ARTICLE 6 SICK AND BEREAVEMENT LEAVE**

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

### **Maximum Sick Leave Entitlement Per Year**

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

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

b. Regular Hours Paid as used in this Article include all hours paid except overload.

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

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

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

Effective with the beginning of the 2021 leave calendar year, domestic partner and the child of the employee's domestic partner will no longer be considered as immediate family for the purposes of this Section.

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:

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

b. During the initial 20 days (150 hours) of absence, paid annual 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.

Effective with the beginning of the 2021 leave calendar year, domestic partner and the child of the employee's domestic partner will no longer be considered as family members for the purposes of this Section.

Section 6. An employee may use up to five days of leave for the death of a parent, spouse, child, brother, sister, step-parent, step-child, or child of the employee's domestic partner and up to three days of such leave may be used for the death of the following relative of the employee: a grandparent, step-grandparent, grandchild, foster child, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-grandchild, parent-in-law, grandparent-in-law, aunt, uncle, niece, nephew or any other near

relative who resides in the same household or any person with whom the employee has made his/her home, or the following relatives of the employee's domestic partner: parent, brother, sister, grandparents, or grandchild.

Effective with the beginning of the 2021 leave calendar year, sick leave may not be used for the death of a domestic partner, the child of the employee's domestic partner, or the parent, brother, sister, grandparent or grandchild of the employee's domestic partner.

Section 7. a. Employees who retire as defined in Article 24, Section 6, shall be paid for their accumulated unused sick leave in accordance with the schedule below if they retire under the conditions set forth in Subsection b.

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

b. Eligibility for payment of accumulated unused sick leave under Subsection a. is as follows:

- (1) Superannuation retirement (as defined in Article 24, Section 6) with at least five years of credited service in the State and/or Public School Retirement Systems.
- (2) Eligible for the Retired Employees Health Program under Section 24, Section 6.e.
- (3) After seven years of service, death prior to retirement or separation of service except as provided in Section 8.

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

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

e. Effective as soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, 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 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash.

Section 8. When an employee dies as 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 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 year of service since their last date of hire may not anticipate sick leave.

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.

Section 11. For the purpose of this Article, domestic partner shall be defined as a same sex domestic partner who meets the eligibility criteria established by the Commonwealth.

## **ARTICLE 7 LEAVES OF ABSENCE**

Section 1. Employees shall be eligible for paid or unpaid leaves of absence after 30 days' service with the Employer.

Section 2. Service credit for purpose of seniority shall continue to accrue during paid leaves of absence provided under this Agreement, but shall not accrue during unpaid leaves of absence except as provided in Article 31, Seniority, Section 3. 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 3. All time that an employee is absent from work shall either be appropriately charged or by mutual agreement between the Employer and the employee be made up by the employee.

Section 4. All requests for leave must be submitted in writing to the employee's immediate supervisor and shall be answered in writing promptly. Requests for emergency type leaves shall be answered before the end of the day 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 the 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 requests shall be answered within 10 days.

Section 5. Leave for Association Business

One delegate, each year, shall be entitled to two days paid leave for Association business. An employee elected to officership of PSEA affiliates shall be entitled to two days additional paid leave. The local Association of the Pennsylvania State Education Association shall reimburse the Employer for substitute teachers. Members of the Association appointed or elected as delegates to the PSEA House of Delegates or the NEA Representative Assembly shall be granted up to five days of leave without pay annually upon request to attend these conventions. No more than two instructors will be granted such leave at one time. The local Association of the PSEA shall reimburse the Employer for substitute teachers.

Section 6. Partial and Full Day Closings

The Employer agrees to abide by the provisions of Management Directive 530.17 as amended.

Section 7. Where a state civil service examination is not given during an employee's non-working time, a permanent full-time employee shall be granted administrative leave with pay to take such examination which is scheduled during the employee's regular work hours subject to management's responsibility to maintain efficient operations. Employees shall only be entitled to leave for this purpose on one occasion during each one-half calendar year. Such leave shall not exceed the employee's normal work shift or the time necessary to travel to and from the examination and to take the examination, whichever is lesser. Employees shall not be eligible for travel expenses under this Section.

**ARTICLE 8  
MILITARY LEAVE**

Employees shall be eligible for military leave as provided by Title 38, U.S. Code and Sections 8.71-8.72 and 8.131-8.138 of the Commonwealth's Personnel Rules, including amendments. The Employer agrees to provide the employee representative with a copy of any amendment that occurs to the above-noted provisions during the term of this Agreement.

**ARTICLE 9  
CIVIL LEAVE**

Section 1. Permanent employees who have not volunteered for jury duty and are not a party in a civil or criminal court proceeding but are subpoenaed as a witness to attend such a court proceeding, shall be granted leaves with pay while attending court. Evidence of such duty in the form of a subpoena or other written notification shall be presented to the employee's immediate supervisor as far in advance as practicable.

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

Workers' Compensation Appeal Board. Permanent employees who are subpoenaed as witnesses before the State Civil Service Commission and Pennsylvania Human Relations Commission shall be granted leave with pay while attending such hearings. Evidence of such duty in the form of a subpoena or other written notification shall be presented to the employee's immediate supervisor as far in advance as practicable.

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

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

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

## **ARTICLE 10 FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE**

Section 1. General

a. After completing one year of service, an employee shall be granted up to 12 weeks of FMLA leave with benefits, on a rolling twelve month year basis, provided the employee has at least 1250 hours of actual work time within the twelve months preceding the commencement of the leave. Leave under this Section may be approved on an intermittent, reduced-time, or full-time basis. A permanent part-time employee shall be granted the 12 week entitlement provided by this Subsection if the employee has at least 900 hours of actual work time within the twelve months preceding the commencement of the leave; the entitlement will be pro-rated based on the employee's percentage of full-time regular hours worked.

b. FMLA leave shall be granted for the following reasons:

- (1) when the illness or disability is due to an employee's serious health condition;
- (2) when 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;

- (3) when becoming parents through childbirth or formal adoption or placement of a child with an employee for foster care;
- (4) when a qualifying exigency event related to a family member who is a military servicemember occurs; or,
- (5) when an employee attends to the serious injury or illness of a covered servicemember or veteran who is a family member.

Effective with the beginning of the 2021 leave calendar year, FMLA leave may not be used for the medical needs of a domestic partner.

If the leave is for a military caregiver under (5) above, 26 weeks of leave within a single 12 month period is provided and other FMLA leave used does not reduce this entitlement. For FMLA leave due to reasons (1), (2), (3), or (4) above, one aggregate 12 week entitlement is provided.

c. Upon request of a permanent employee, an extension of up to an additional nine months of leave without pay shall be granted for the following reasons:

- (1) employee sickness upon receipt of proof of continuing illness or disability;
- (2) family care reasons upon receipt of proof of continuing illness or disability of the family member and need to care for the family member;
- (3) parental reasons.

The extension shall be with benefits for the first 13 weeks (91 calendar days) and shall be without benefits for the remainder of the extension. Such extensions shall be contiguous to the termination of the 12 week entitlement. It shall not be used on an intermittent or reduced-time basis, except as provided under Section 1.f.

d. Upon request, up to 13 weeks (91 calendar days) of leave without pay with benefits may be granted to a permanent employee with less than one year of employment, provided the absence is at least two consecutive weeks in duration; however, only one occasion within a twelve month rolling year may be approved.

e. This Article shall not apply to a compensable work-related injury. For non-compensable workers' compensation claims, Subsection 1.a. of this Article applies. When the employee does not meet eligibility requirements for leave under Subsection 1.a. of this Article, up to 13 weeks (91 calendar days) of leave without pay with benefits may be granted.

f. Intermittent or reduced-time FMLA leave may be approved for absences after the 12 week entitlement when due to a catastrophic illness or injury of a permanent 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 entitlement.

Section 2.     Granting Leave

a.     An employee shall submit written notification to their immediate supervisor stating the anticipated duration of the leave at least two weeks in advance if circumstances permit, in accordance with the following:

- (1)     For an employee with a serious health condition, proof of illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return is required.
- (2)     For an employee caring for family members, documentation supporting the need for care is required.
- (3)     For an employee who becomes a parent, documentation is required and FMLA leave shall begin whenever the employee requests 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, and no FMLA 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 commence FMLA leave sooner than he/she requests, unless the employee can no longer satisfactorily perform the duties of their position.

Section 3.     Re-employment

a.     A permanent employee shall have the right to return to the same position in the same classification, or to an equivalent position with regard to pay and skill, as the position he/she held before going on leave as described in Section 1.a. and the first 14 weeks of leave as described under Section 1.c.

b.     Upon the expiration of the re-employment rights under Subsection a. or Subsection c., and upon written request to return to work, a permanent employee shall be offered a position in the same classification and seniority unit for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the extension period, any position in the same classification, in a lower classification in the same classification series, or a position previously held, within the same geographical/organizational limitation as the seniority unit, for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If the employee refuses an offer of a position in the same classification, the employee's rights under this Section shall terminate. If the employee accepts a position in a lower classification or a

position previously held, the employee will be offered a position in the same classification if there is a vacancy in that classification during the remainder of the entitlement in the seniority unit, provided there are no seniority claims to the position, and the agency intends to fill the position.

In those instances in which a seniority unit includes several work sites, it is understood that an employee's right to reemployment as set forth in this section will be to a position at the work site in which the employee was assigned to work prior to the FMLA leave for absences under Section 1.a., provided that a position in the employee's classification continues to exist at the work site and further provided that the employee is not subject to a transfer or furlough as provided for in Article 29.

c. Employees who use 26 weeks or more of paid leave (12 weeks of leave under Section 1.a. and the first 14 weeks of leave under Section 1.c.) and who return to work before or upon the exhaustion of the paid leave will have the same return rights as described in Subsection a. Return rights after paid leave is exhausted, if the absence is more than 26 weeks (12 weeks of leave under Section 1.a. and the first 14 weeks of leave under Section 1.c.) are in accordance with Subsection b.

#### Section 4. Seniority Rights

Upon return from FMLA leave, a permanent employee shall retain all seniority and pension rights that had accrued up to the time of leave. Seniority shall continue to accrue during FMLA leave under Section 1.a., and during the extension period under Section 1.c.

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

a. An employee using FMLA leave for military exigencies or military caregiving, must use all applicable, accrued paid leave types upon commencement of FMLA leave. For all other FMLA leave, an employee shall be required to use all applicable accrued paid sick leave (sick family or additional sick family for family care reasons) as certified by a health care provider upon commencement of FMLA leave, except as provided in Subsection b. below. An employee shall not be required to use annual, compensatory or holiday leave upon the commencement of FMLA leave, except as provided for in Subsection 1.f. of this Article. If any paid leave is used, it will run concurrently with and reduce the entitlements under Sections 1.a. and 1.c. of this Article. Unused leave shall be carried over until return. An employee shall not earn annual and sick leave while on leave without pay. Holidays will be earned based on Article 10, Holidays.

b. An employee 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 during the 12 week entitlement as certified by a physician; such sick leave used will run concurrently with and reduce the entitlement. Days saved and requested for intermittent or reduced-time absences for periods less than two consecutive weeks after the first 12 week entitlement will be reviewed for approval under the provisions of Article 14; such use will not be counted against the FMLA entitlement.

c. An employee who has accrued more than 12 weeks of paid leave is not limited to 12 weeks of FMLA leave. Leave in excess of 12 weeks will run concurrently with and reduce the entitlement under Section 1.c. of this Article.

Section 6. Benefits

a. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Articles 24 and 25 will continue during FMLA leave under Section 1.a. and for the benefit-eligible period of leave under Section 1.c. of this Article.

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

Section 7. Definitions

a. 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.

b. 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:

- (1) under 18 years of age; or
- (2) 18 years of age or older and incapable of self-care because of a mental or physical disability.

c. 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.

Effective with the beginning of the 2021 leave calendar year, the definition of a son or daughter shall not include a biological or adopted child of the employee's domestic partner.

Section 8. Guidelines

a. Guidelines established by the Secretary of Administration regarding FMLA leave are published through the Directives Management System (Reference Management Directive 530.30).

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

c. Should the Patient Protection and Affordable Care Act of 2010, 42 USC § 18001 *et seq.*, or its regulations be modified or interpreted to not provide an additional 91 calendar days of benefits as described in Section 1 of this Article, it is agreed that the health and life insurance entitlements outlined in this Article will not be diminished.

## **ARTICLE 11 VACATIONS**

Section 1. a. Employees shall be eligible for annual leave after 30 calendar days of service with the Employer. Employees shall earn annual leave as of their date of employment 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)

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)

b. Employees hired before July 1, 2011 with over 25 years of Commonwealth service are eligible to earn annual leave in accordance with the following schedule.

Over 25 Years:

Annual Leave will be earned at the rate of 10% of all Regular Hours Paid 37.5 Hr. Workweek: 195 Hrs. (26 days)

c. Effective with the beginning of the 2017 leave calendar year, employees 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 4.62% of all Regular Hours Paid 37.5 Hr. Workweek: 90.0 Hrs. (12 days)

Over 3 Years to 15 Years Inclusive:

Annual Leave will be Earned at the rate of 7.70% of all Regular Hours Paid 37.5 Hr. Workweek: 150.0 Hrs. (20 days)

Over 15 Years:

Annual Leave will be Earned at the rate of 9.62% of all Regular Hours Paid 37.5 Hr. Workweek: 187.5 Hrs. (25 days)

d. Effective with the beginning of the 2017 leave calendar year, employees hired before July 1, 2011 with over 25 years of Commonwealth service are eligible to earn annual leave in accordance with the following schedule.

Over 25 Years:

Annual Leave will be Earned at the rate of 11.93% of all Regular Hours Paid 37.5 Hr. Workweek: 232.5 Hrs. (31 days)

e. Regular Hours Paid as used in this Article include all hours paid except overload.

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

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

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

b. Requests for up to five days per year of emergency annual leave shall not be unreasonably denied with the understanding that an employee may be required to substantiate the emergency nature of the request and that further, it may be necessary, in order to accommodate the emergency, to reschedule requests of other employees for holiday, compensatory and/or annual leave not scheduled during the selection period.

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

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

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

Effective as soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, 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 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash.

Section 7. Unused annual leave shall be carried over from one calendar year to the next provided that in no case shall the amount thus carried over exceed 45 days (337.5 hours). However, employees will be permitted to carry over annual leave in excess of the 45 day limit into the first seven 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 pay periods of the next calendar year will be converted to sick leave, subject to the 300 day limitation contained in Article 6, Section 2. Scheduling of those days carried over shall be in accordance with Section 3 above.

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

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

Section 10. 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 may have abused the leave privilege. Permanent employees with less than one year of service since their last date of hire may not anticipate annual leave. Effective with the beginning of the 2017 leave calendar year, permanent employees with less than one year of service may, at the Employer's discretion, anticipate up to one day (7.5 hours) of annual leave before it is earned. An employee who is permitted to anticipate such leave and who subsequently terminates employment shall reimburse the Employer for leave used but not earned.

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

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

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

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

## **ARTICLE 12 PERSONAL LEAVE DAYS (VACATED)**

With the incorporation of personal leave into Article 11, Vacations, in accordance with Article 12, Section 9 of the 2016-2019 Agreement, this Article is vacated by mutual agreement of the parties.

## **ARTICLE 13 OUT-SERVICE TRAINING**

Section 1. In accordance with the Commonwealth's Personnel Rules, Chapter 11 and Management Directive 535.1, Employee Training and Development, employees shall, subject to the approval of the Center Director, be granted educational leave with pay to attend professional conferences, participate in training courses and sessions which are related to their work and engage in other similar job related activities. This Section is not applicable to organization or preparation for collective bargaining or any business of the Association that deals with collective bargaining.

Section 2. Accredited academic courses, if feasible, will be scheduled during non-working hours and will be limited to a maximum of twelve (12) credit hours in any fiscal year towards an employee's first Master's degree, and six (6) credit hours per fiscal year thereafter. Reimbursement for such courses shall be in accordance with past practice.

- a. The Employer agrees to maintain a tuition reimbursement fund in the amount of \$16,000 to reimburse full-time employees in this bargaining unit for the successful completion of accredited academic or vocational courses which would enable professional employees to maintain or improve skills required in performing their current job duties. A course approved by the PA Department of Education for Act 48 credit is understood to be "accredited" for purpose of this Section. The fund will also reimburse vocational instructors for relevant Occupational Competency Tests and for the successful completion of non-accredited vocational training/courses which would enable these employees to maintain or improve skills required in performing their current job duties.
- b. Tuition reimbursement requests will be approved in the following manner:
  - (1) The reimbursement rate for accredited academic or vocational courses will be the prevailing per credit rate charged by the Graduate Schools in the State System of Higher Education. The reimbursement rate for non-accredited vocational courses will be 100% of the course cost.
  - (2) Reimbursement will be made for courses which are approved in advance by the Center Director and will be in accordance with procedures established through the Directives Management System. The Employer will respond to requests for approval of courses at the local level within 15 working days.
  - (3) Reimbursement for accredited academic or vocational courses will be contingent upon successful completion of the course (attainment of the grade of "C" or better). For non-accredited vocational courses, reimbursement is contingent upon presentation of a certification of completion. Employees who terminate employment before the end of a course will not be eligible for reimbursement.

- (4) The Employer shall accept applications for tuition reimbursement based on the criteria set forth above until such time as the fund set aside for this purpose is depleted. In the event the entire amount budgeted for tuition reimbursement is not used for this purpose in any fiscal year, re-allocation of these funds shall be at the sole discretion of the Employer.
- (5) Each employee shall, in the first instance, be reimbursed for no more than six credits per fiscal year. If any tuition reimbursement funds are still available after April 15, the Employer may make additional reimbursements up to a total of twelve (12) credit hours in any fiscal year towards an employee's first Master's degree, and six (6) credit hours per fiscal year thereafter.

Section 3. When part-time out-service training as defined in Sections 1 and 2 above occurs during regular work hours of an employee, the agency may grant up to a maximum of 20 days of educational leave in any calendar year for this purpose.

## **ARTICLE 14 LEAVES OF ABSENCE WITHOUT PAY**

### Section 1. Leaves for PSEA Service

Employees who are elected or appointed full-time officials or representatives of PSEA shall, at the written request of the employee, submitted not less than 60 days prior to the start of a term, be granted leaves without pay for the maximum term of office, not to exceed three years. Such leaves may be renewed or extended by the written mutual consent of PSEA and the Employer. In no event shall more than one employee from each school be on such leave at any one time.

### Section 2. Miscellaneous Leave Without Pay

Employees may be granted leave without pay at the sole discretion of the Employer for any reason for a period not to exceed two years which may be extended at the discretion of the Employer for an additional two year period. Such leave shall not be unreasonably denied.

Section 3. Upon the expiration of any approved leave of absence without pay, except as provided in Article 10, Section 3 and in Article 26, Section 6, the employee is entitled to return to a position in the same or equivalent classification within the agency, subject to the furlough provisions of Article 29, Seniority.

## **ARTICLE 15 SALARIES**

Section 1. Effective July 1, 2019, employees will continue to be paid in accordance with the ED Pay Schedule in Appendix B.

Section 2. a. Effective the first day of the first full pay period in October 2019, each permanent full-time employee covered by this Agreement who is in an active pay status-and whose

salary is below the maximum Step of the appropriate column for his/her Educational Level and who has been employed continuously by the Commonwealth since October 31, 2018 shall receive a service increment of one step, and shall be paid in accordance with the ED Pay Schedule in Appendix C.

b. Permanent full-time employees who are in an active pay status and who are at the maximum step of their Educational Level on the first day of the first full pay period in October 2019 and who have been employed continuously by the Commonwealth since October 31, 2018 shall be paid in accordance with the ED Schedule in Appendix C.

Section 3. a. Effective the first day of the first full pay period in January 2021, each permanent full-time employee covered by this Agreement who is in an active pay status and whose salary is below the maximum Step of the appropriate column for his/her Educational Level and who has been employed continuously by the Commonwealth since January 31, 2020 shall receive a service increment of one step, and shall be paid in accordance with the ED Pay Schedule in Appendix D.

b. Permanent full-time employees who are in an active pay status and who are at the maximum step of their Educational Level on the first day of the first full pay period in January 2021 and who have been employed continuously by the Commonwealth since January 31, 2020 shall be paid in accordance with the ED Schedule in Appendix D.

Section 4. a. Effective the first day of the first full pay period in October 2021, each permanent full-time employee covered by this Agreement who is in an active pay status and whose salary is below the maximum Step of the appropriate column for his/her Educational Level and who has been employed continuously by the Commonwealth since October 31, 2020 shall receive a service increment of one step, and shall be paid in accordance with the ED Pay Schedule in Appendix E.

b. Permanent full-time employees who are in an active pay status and who are at the maximum step of their Educational Level on the first day of the first full pay period in October 2021 and who have been employed continuously by the Commonwealth since October 31, 2020 shall be paid in accordance with the ED Schedule in Appendix E.

Section 5. a. Effective the first day of the first full pay period in January 2023, each permanent full-time employee covered by this Agreement who is in an active pay status and whose salary is below the maximum Step of the appropriate column for his/her Educational Level and who has been employed continuously by the Commonwealth since January 31, 2022 shall receive a service increment of one step, and shall be paid in accordance with the ED Pay Schedule in Appendix F.

b. Permanent full-time employees who are in an active pay status and who are at the maximum step of their Educational Level on the first day of the first full pay period in January 2023 and who have been employed continuously by the Commonwealth since January 31, 2022 shall be paid in accordance with the ED Schedule in Appendix F.

Section 6. a. New employees hired on or after July 1, 1994, as well as current Commonwealth employees who enter the bargaining unit from other Commonwealth bargaining units, shall be placed on the salary schedules based on their complete years of experience and educational background. In no case will a newly hired employee or a current Commonwealth employee entering this bargaining

unit be placed higher on the pay schedule than an employee already on the schedule with equal education and equal or more experience. For this purpose, one step will be granted for each year of academic experience or each two years of vocational experience. An employee who earns sufficient credits or a master's degree during the academic year to make him/her eligible for a higher salary shall have his/her salary increased by moving to the appropriate salary column at the beginning of the next academic term or semester.

b. Effective April 1, 2010, experience necessary to meet the minimum experience and training requirements for the job title will not be considered for vertical placement beyond Step 1 on the salary schedule. After experience has been credited toward the minimum experience and training requirements, all remaining experience will be used to determine vertical placement. Vertical placement beyond Step 1 shall be limited to 5 steps.

c. In order for an employee to become eligible for a salary increase or a horizontal move along the salary schedule, the employee first must have earned the minimum number of approved credits. A master's degree or its equivalent must be earned with approved graduate level credits. Horizontal movement on the salary schedule beyond the master's degree will only be based upon credits earned subsequent to the entitlement of the master's degree or its equivalent. For the purpose of movement on the salary schedule beyond the master's degree, an employee may only use up to six in-service credits. In addition, 30 clock hours of course work, including workshops and seminars, will equal one credit hour provided the employee furnishes proof of attendance in the form of a certificate or letter of attendance from the training agency. Coursework must be approved in advance by the Center Director as related to the employee's teaching responsibilities.

Section 7. An employee on educational leave or leave without pay shall upon return to active pay status, be placed on the appropriate Education Level in accordance with Section 4 and at the same Step as when they had gone on leave.

Section 8. The salaries of employees shall be paid bi-weekly. In the event the payday occurs on a holiday, the preceding day shall be the payday.

Section 9. a. Overload payment will be made for assigned work hours in excess of 37.5 hours in a work week. The following items will be regarded as hours worked for the purpose of determining entitlement to overload payment:

1. Hours worked
2. Rest periods
3. Holidays
4. Annual leave
5. Sick leave
6. Administrative leave
7. Compensatory leave, to be included in the period of occurrence for the purpose of computing overload

b. Overload payment for faculty members will be made at the rate of \$19.50 per hour unless an employee chooses to be scheduled off work by the supervisor on an hour for hour basis. If

such compensatory time is not taken within 60 days of the date on which it is earned, the employee will be compensated \$19.50 for each hour not taken.

Section 10. Effective as soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, 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 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash.

Section 11. All employees are required to participate in the direct deposit of paychecks and travel expense reimbursement.

## **ARTICLE 16 DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE**

Section 1. The Employer shall not demote, suspend, discharge, or take any disciplinary action against an employee without just cause. An employee may appeal a demotion, suspension, discharge or any other disciplinary action beginning at the first step of the grievance procedure under Article 17 within 15 days. The Association shall be notified by the Employer of any demotion, suspension, discharge, reprimand, or any other disciplinary action.

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

Section 3. The provisions of Section 1 shall not apply during the initial 180 calendar days of probationary employment. The probationary period can be extended by written agreement between the Employer and the Association for an additional period, during which time Section 1 shall not apply. Periods of leave without pay and periods during which an employee is using paid leave to supplement workers' compensation shall not count toward the initial 180 calendar days or any extension thereof.

Section 4. The parties agree to expand the alternative forms of discipline in lieu of suspension program. The program shall be implemented when the parties have reached agreement concerning the terms of the program.

## **ARTICLE 17 GRIEVANCES AND ARBITRATION**

Section 1. Where an employee has the right to process a grievance through either the procedure provided herein or through the Pennsylvania Civil Service Commission and files an appeal with the Commission, either the contract grievance procedure shall cease, if the employee has submitted a contract grievance, or the employee shall not be entitled to institute proceedings under the contract

grievance procedure. If the appeal to the Commission is withdrawn by the employee or not accepted by the Commission within 15 calendar days, the processing of a timely filed contract grievance shall be permitted.

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

**STEP 1.** The employee, either alone or accompanied by the Association representative or the Association through its representative, where entitled, shall present the grievance in writing to the Employer's worksite designee within 15 calendar days of the date of the occurrence giving rise to the dispute or when the employee knew or by reasonable diligence should have known of the occurrence.

In addition, in order for the grievance(s) to be discussed at Step 1, the respective Employer worksite designee must have received a written confirmation of those grievance(s) at least 15 calendar days prior to the prescheduled Step 1 meeting. This period may, however, be extended by mutual agreement. In the case of discharge or continuing liability grievances, such grievances may be discussed at an interim Step 1 meeting on a date that has been mutually agreed upon between the parties.

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

When special circumstances preclude the disclosure of confidential student information at the Step 1 meeting, the case will be handled in accordance with the agreed upon procedures to be developed by the Commonwealth and the Association.

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

After the Step 1 meeting has been held, and the then known information the parties intend to rely on to support their respective positions has been discussed and exchanged, the respective Employer designee must make a written disposition of the matter to the Association within 15 calendar days from the date of the Step 1 meeting.

In the event the grievance is not disposed of at Step 1, any later discovered or developed evidence, not previously disclosed to the other party at the Step 1 meeting must be received by the other side as soon as practical after discovery and/or development, but in no event later than 48 hours before the Step 2 hearing. (See Rule 4, Section 3 of the Rules of Procedure for Exceptions).

**STEP 2.** If the Step 1 response is not satisfactory, or a response has not been received by the Association within 15 calendar days of the Step 1 Meeting, the Association shall have 15 calendar days after the Commonwealth's response is received or due, to appeal the decision by filing its grievance with the Joint Pennsylvania State Committee (Committee). Such submission shall be made in writing, and shall be filed in accordance with the established procedures with the Office of Administration, Bureau of Employee Relations (OA-BER) in accordance with the established procedures. Failure of the Association to submit grievances to the Committee within the 15 calendar day appeal period specified above, shall be cause for the Commonwealth to consider the grievance withdrawn.

When such filing (docketing) occurs, the docketing agent for the Committee (OA-BER) will furnish official notice confirming the docketing of all cases scheduled to be heard by the Committee, along with the date, place, and time of the scheduled meeting to: the Office of Administration (Bureau of Employee Relations), the affected agencies, and the Association's Harrisburg office.

The Committee shall have the right to hear testimony from both parties, consider all relevant facts and render a final and binding decision. Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered.

The Committee shall neither add to, subtract from, nor modify the provisions of the Agreement. The Committee shall be confined to the precise issue submitted, as outlined on the original grievance form, and shall have no authority to determine any other issues not so submitted.

If the Committee is unable to reach a decision by majority vote, the matter will be considered "deadlocked". A majority decision of the Committee shall be final and binding on both parties. Decisions of the Committee shall operate as precedent.

A reasonable number of witnesses shall be permitted to attend Committee meetings without suffering the loss of any pay, when their presence is required because of the Commonwealth's refusal to accept the witnesses' written statement, as provided for in the attached Rules of Procedure. Grievants shall be treated in exactly the same manner as witnesses under this procedure.

An employee who presents a grievance or sits on the Committee Panel, shall do so with pay, provided the Association has indicated their desire to have that person participate in the procedure and provided the grievance presented has arisen out of the agency for which the employee works. The number of employees so designated shall not be abused. Where such union representatives represent employees in more than one agency, they shall be permitted to cross agency lines for the purpose of processing grievances.

All leave granted under the provisions of this Article shall be granted consistent with the maintenance of the Employer's efficient operations.

The Committee will function under the Rules of Procedure agreed upon by the parties.

### STATE/AGENCY WIDE GRIEVANCES

The Association may present grievances concerning agency-wide actions or state-wide actions directly to Step 2 within 15 calendar days of the date of the occurrence giving rise to the dispute, or the date when the Association knew, or by reasonable diligence should have known, of its occurrence. However, the Association will meet with the official Agency or Office of Administration designee prior to any hearing on such grievances, in order to resolve any factual disputes relating to such Agency-wide or State-wide grievances.

**STEP 3.** An appeal from a deadlocked decision at Step 2 may be initiated by the Association, by written notice of the intent to proceed to arbitration. This notice must be sent within 15 calendar days after the deadlocked decision from Step 2 to the Office of Administration (Bureau of Employee Relations) and the Human Resource Office, Department of Labor and Industry.

The impartial arbitrator is to be selected by agreement between the respective Co-Chairpersons within 15 calendar days after the notice has been given. If the parties fail to agree on an impartial arbitrator, either party may request the Bureau of Mediation to submit a list of seven possible arbitrators to the respective Co-Chairpersons.

The Co-Chairpersons shall, within 15 calendar days of the receipt of said list select the arbitrator by alternately striking one name from the list until one name remains. The party requesting the list shall strike the first name. The arbitrator shall be contacted within 15 calendar days after selection and the case scheduled as soon as possible.

Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis on which decisions shall be rendered.

The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement. The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted.

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

Each party shall bear the cost of preparing and presenting its own case. All fees and expenses of the arbitrator shall be divided equally between the parties except where one of the parties of this Agreement requests a postponement of a previously scheduled arbitration hearing which results in a postponement charge. The postponing party shall pay such charge unless the postponement results in a settlement of the grievance in which event the postponement charge shall be divided between the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties. If the Association

postpones the previously scheduled arbitration, then no liability will accrue to the Commonwealth between the previously scheduled hearing date and the date the case is heard by the arbitrator. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

Section 3. All of the time limits contained in this Article may be extended by mutual agreement. The granting of any extension at any step shall not be deemed to establish a precedent.

Section 4. An employee shall be permitted to have a representative of the Association present at each step of the grievance procedure up to and including Step 2; subject however, to Section 606, Article VI of the Public Employees Relations Act. Upon request by an employee or Association representative, a Step 1 grievance meeting will be postponed or rescheduled, if necessary, if an Association representative is temporarily unavailable to the employee. Where this occurs, the time limits for response to the grievance will be suspended during the postponement period.

The Association shall furnish the Employer with the names and work locations of grievance representatives and shall notify the Employer of any changes. The parties hereto agree that the number of stewards selected by the Association shall be a reasonable number and is a proper subject of negotiations between the parties.

An aggrieved employee and Association representatives, if employees of the Employer, shall, subject to management's need to maintain efficient operations, be granted reasonable time during working hours, if required, to process Step 1 grievances in accordance with this Article without loss of pay or leave time except as follows: Association representatives who are employees of the Commonwealth shall be granted annual leave or leave without pay to process or investigate grievances at work sites other than their own. Such leave shall be granted at the written request of the Association representative, subject to management's need to maintain efficient operations. Except for emergencies, requests for such leave must be submitted five working days in advance.

Section 5. The Committee will function under the Rules of Procedure in Appendix H.

## **ARTICLE 18 TRAVEL TIME AND EXPENSES**

Section 1. Travel expenses shall be paid in accordance with the Commonwealth's existing Travel Expense Regulations. The mileage allowance shall be the General Services Administration rate. If the General Services Administration of the Federal Government increases or decreases the mileage allowance for employees under its jurisdiction, the mileage allowance for employees under this Agreement will be increased or decreased on the effective date of the General Services Administration change. With the implementation of Concur software, meal and incidental expenses incurred during overnight travel shall be reimbursed up to the GSA meals and incidentals rate established for the applicable travel destination. Should the GSA change either the privately-owned vehicle mileage reimbursement rates or the meals and incidentals rates, or should the GSA change the methodology used to calculate these rates, the allowances for employees under this Agreement shall be adjusted accordingly on the effective date of the GSA change.

Employees may submit no more than one travel expense report per work week. Multiple trips may be entered into an individual expense report.

Section 2. The Employer agrees to provide the employee representative with a copy of any amendment to the Travel Expense Regulations which are made during the term of this Agreement. The failure of the employee representative to receive a copy of the aforementioned amendment shall not be an issue subject to the grievance procedure established in this collective bargaining agreement.

Section 3. Employees who are required to travel between 25 miles and 49 miles as measured by the shortest regularly traveled route from their home or headquarters to a field work site shall be granted one-half hour travel time in each direction.

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

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

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

## **ARTICLE 19 VACANCIES AND TRANSFERS**

Section 1. The Employer agrees to post any vacancies that are to be filled 15 calendar days prior to the filling of such vacancies unless an emergency requires a lesser period of time. The selection of personnel to fill any vacancies shall remain a Commonwealth right and prerogative.

Section 2. During the period that school is not scheduled, the Employer agrees to mail a copy of the postings referred to in Section 1.

Section 3. Whenever the Employer deems it necessary to fill a permanent faculty vacancy, such vacancy will be filled by the employment of a qualified professional person. In the event the Employer contemplates not filling such vacancy, it shall, prior to making a final determination, meet and discuss with representatives of the employee organization.

If the Employer decides that it is necessary to replace a temporarily absent faculty member, the temporary vacancy shall be filled by the employment of a substitute faculty member.

Section 4. An adjunct faculty member is an individual utilized to teach course(s)/program(s) for which no permanent instructor is employed and the terms and conditions of the collective bargaining agreement shall not apply to adjunct faculty. An adjunct faculty member may teach any specific course/program no more than three consecutive terms.

Section 5. The Employer agrees to provide information and meet and discuss concerning permanent transfers or reassignments at least four weeks prior to the implementation of such changes unless an emergency or operational reason requires a lesser period of time.

An arbitrator will be prohibited from issuing a monetary award under this Section.

Section 6. The parties will form a workgroup to explore the possibility of hiring part-time per diem instructors to teach new programs, including evening and weekend classes for the community. The initial meeting of the workgroup will take place within thirty (30) days of ratification. The parties will make a good faith effort to meet on a consistent basis.

## **ARTICLE 20 PERSONNEL FILES**

An employee shall have access to his/her official personnel file, excluding pre-employment information, during the regular office hours, provided that there shall be no undue interference with the normal routine of the office. An employee who chooses to review their official personnel file in Harrisburg shall schedule annual leave for that purpose. Under no circumstances shall the official personnel file be removed from the office by the employee, and his/her access to the file shall be only in the presence of someone in authority in the office. An employee shall be entitled to have a representative of the Association accompany him/her during such review. An employee shall have the right to make such additions or responses to the material contained in his/her personnel file as he/she shall deem necessary, but he/she shall have no right to remove material from the file.

## **ARTICLE 21 PEACE AND STABILITY**

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

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

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

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

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

## **ARTICLE 22 GENERAL PROVISIONS**

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

Section 2. The Employer agrees to designate to the Association space on certain bulletin boards in faculty lounges and other mutually agreed upon areas. The Association shall limit such postings to announcement of meetings, election of officers of the Association and any other material related to Association business. The Association may send mail related to Association business to members at appropriate facilities to which mail is delivered.

Section 3. No Association member or representative shall solicit members, engage in organizational work, or participate in other Association activities during any faculty member's active working hours on the Employer's premises except as provided for in the handling of grievances.

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

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

Section 4. The Employer shall provide any device, apparel or equipment necessary to protect employees from injury in accordance with the practice now prevailing. Where special tools are required for accomplishing work assignments, the Employer shall be responsible for supplying the same.

Section 5. Evaluations, when done, shall be completed by supervisors who are familiar with the work performance of the employee. This shall in no way affect review procedures.

Section 6. Employee benefits and working conditions now existing and not in conflict with the Agreement shall remain in effect; subject, however, to the right of the Employer to change these benefits or working conditions in the exercise of its management rights reserved to it under Article 1 of this Agreement.

Section 7. The Employer shall make available to each employee a copy of all rules and regulations governing their professional conduct.

Section 8. In the event a student damages or destroys items of clothing or personal property which are worn by an employee and which are appropriate for the performance of such employee's work, the Employer shall reimburse the employee for the value of such clothing or personal property. The condition of the clothing or personal property immediately prior to such damages shall be taken into account in determining its value. The incident giving rise to such claims must be verified and not be due to the employee's own negligence. The employee shall take prompt action in submitting claims to the Employer and upon receipt of same, the Employer shall take prompt and timely action in the disposition of employee claims for damaged clothing or personal property.

Section 9. Management shall have the right to establish a drug and alcohol testing program that provides for reasonable suspicion, return-to-duty and/or follow-up testing of employees. The scope of testing and cut-off levels shall conform to those established by the U.S. Department of Health and Human Services in the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

Section 10. The Employer and the Union share a mutual interest in creating a safe and productive work environment that promotes the achievement of high-performance outcomes. Toward that goal, the Union hereby agrees to partner with the Employer in implementing Lean management improvement methods to eliminate inefficiencies, improve customer service and maximize organizational performance through interest-based dialogue and problem-solving.

### **ARTICLE 23 MEET AND DISCUSS COMMITTEES**

Committees composed of representatives of the Association and the Employer are to be established to resolve problems dealing with the implementation of this Agreement and to discuss other problems of mutual concern that may arise.

### **ARTICLE 24 HEALTH BENEFITS**

Section 1. Pennsylvania Employees Benefit Trust Fund

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

benefits to management level and retired employees, as well as employees represented by other unions and other Employers in the Commonwealth of Pennsylvania.

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

c. The Employer shall contribute to the Fund the amount 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 for the fiscal years specified below:

July 2019 – June 2020	\$486 biweekly per employee
July 2020 – June 2021	\$502 biweekly per employee
July 2021 – June 2022	\$519 biweekly per employee
July 2022 – June 2023	\$536 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 rate.

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

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

1. The first day of the quarter during which the average reserve would be less than three (3) months will be considered the “target date” for additional funding.

2. At least six (6) months prior to the target date, the Fund's actuary will review the projection and confirm that a funding adjustment is needed and the amount of such adjustment. If the need for a funding adjustment occurs in the first nine (9) months, this subparagraph shall not apply.
  3. Should the Commonwealth not dispute the finding by the Fund's actuary that an adjustment is necessary, the Commonwealth will implement the funding adjustment at least ten (10) calendar days prior to the target date.
  4. If either the Chairman of the Board, Secretary of the Board, any four (4) management or any four (4) union Trustees of the Board dispute the findings of Fund's actuary, the Chairman and the Secretary of the Board of Trustees will select a neutral actuary within five (5) business days to resolve the dispute and will forward their respective positions and any supporting documentation to the neutral actuary within five (5) business days of such selection. The neutral actuary may communicate and ask questions of the Fund's actuary provided, however, if such communications occur, the Finance Committee will have access to the discussions.
  5. The neutral actuary shall render a decision within 30 calendar days of the receipt of said positions/documentation, which decision will be final and binding on the parties and must be implemented within 10 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 retirees as provided for in Section 1 (employees) and/or Section 6 (retirees) 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 2019 - June 2023	2.50%
-----------------------	-------

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:

	Waiver Amount	Employee contribution w/ Waiver	Employee contribution w/o Waiver
July 2019 – June 2023	2.5%	2.5%	5.0%

Employee Contribution Waivers shall be effective the first full pay period in July of the periods specified above.

In the event that the EEOC wellness regulations issued in May 2016 are withdrawn, redrafted, or declared invalid, at any time after January 1, 2017, and provided that it is legally permitted under then existing laws and regulations to do so, the employee contribution, effective as soon as practicable after the withdrawal, redrafting or declaration of invalidity, shall revert to 5% of the employee's biweekly gross base salary if the employee and his/her qualifying dependents do not participate in the Get Healthy Program.

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

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

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

employee contribution required under Section 3.a.

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

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

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

Section 4. a. Permanent employees who are granted leave without pay in accordance with Article 17, Article 18, Article 26 or Article 41 may continue to receive benefits as described in those articles and as determined and extended by the Fund

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 leave without pay in accordance with the articles specified in a. above for longer than one full pay period or for longer than the applicable periods specified in the articles delineated in a. above, will be permitted to continue coverage on a direct pay basis at a rate to be determined by the Fund but no greater than the COBRA rate.

c. The Employer shall continue to make full contributions to the Fund for permanent full-time employees for the period of time for which they are entitled to benefits under Subsection 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.

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

Section 5. Spousal Eligibility

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

b. For employees hired before August 1, 2003: Effective October 1, 2003, if the spouse of an employee covered by any PEBTF health plan also is eligible for coverage under

another employer's plan(s), the spouse shall be required to enroll in each such plan, provided that the plan in question does not require an employee contribution by the spouse or the spouse's employer does not offer an incentive to the spouse not to enroll. Once covered by another employer's plan, that plan will be the spouse's primary coverage, and the PEBTF plan will be secondary.

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

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

- (1) For State Employees' Retirement System or the Public School Employees' Retirement System members, an employee is deemed retired when the employee applies for and receives retirement benefits.
- (2) For State Employees Defined Contribution Plan participants, an employee is deemed retired when they receive a full distribution from their defined contribution plan.
- (3) Superannuation age, for the express purposes of this Section and Article 6 Section 7.b.(1) only, shall be defined as follows:
  - a. For State Employees Defined Contribution Plan participants, it shall be 67 years old.
  - b. For State Employees' Retirement System or the Public School Employees' Retirement System members it is defined by the State Employees Retirement Code.
- (4) For State Employees Defined Contribution Plan participants, credited service will be determined in the same manner as State Employees' Retirement System members.
- (5) The phrase "Commonwealth employee" shall be limited to service earned through an employing agency eligible to participate in the Commonwealth's Life Insurance Program.
- (6) The phrase "retirement system" shall be limited to the State Employees' Retirement System and or Public School Employees' Retirement System, TIAA-CREF, State Employees Defined Contribution Plan, or other approved retirement systems.

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. Retirees who are eligible for Medicare will participate in Medicare medical and prescription plans, and those retirees who are eligible to enroll in Medicare Part B will not receive benefits through the REHP for benefits which are provided by Medicare Part B. It is understood that the REHP plan of benefits may be amended or modified by the Employer from time-to-time.

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

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

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

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

(1) Retirement at or after superannuation age with at least 20 years of credited service 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,

(b) an employee who is furloughed prior to superannuation age and subsequently retires at or after superannuation age during the recall period must have 20 or more years of credited service,

(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 20 or more years of credited service 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 20 or more years of credited service 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, 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 20 or more years of credited service or 25 years of credited service regardless of age.

(3) Other retirement with at least 25 years of credited service, except that an employee who leaves State employment, is subsequently rehired and retires must have at least 25 years of credited service 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) 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 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 retirement system 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. For State Employees Defined Contribution Plan participants, the Office of Administration will determine if a Commonwealth employee is eligible for additional credited service for military service using the same criteria as the State Employees' Retirement System. 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 superannuation age.

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

Section 9. The Commonwealth is committed to implementing a Flexible Spending Account (FSA) program for qualified employee health care expenses no later than January 1, 2021.

## **ARTICLE 25 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 leave without pay in accordance with Article 10, Article 14, Article 26, and Article 35 will continue to receive 100% State-paid coverage under the current life insurance plan as described in those articles. When the entitlements to benefits end under those articles, employees may continue in the life insurance program by paying the entire premium. Coverage may continue for up to a total of one year, including both leave with benefits and leave without benefits.

b. Except as provided in c. below, those permanent employees who are placed on suspension or who are granted leave without pay for any reason other than leave without pay in accordance with the articles specified in a. above for longer than 91 calendar days 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 26**  
**WORK RELATED DISABILITY**

Section 1. a. 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 or annual leave or injury leave without pay. While using accumulated leave, the employee will be paid a supplement to workers' compensation of full pay reduced by an amount that yields a net pay, including workers' compensation and social security disability benefits, that is equal to the employee's net pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, state, and local withholding, unemployment compensation tax, social security and retirement contributions. One full day of accumulated leave (7.5 or 8 hours as appropriate) will be charged for each day the supplement is paid. Accumulated leave and injury leave without pay may be used for an aggregate of nine (9) months (274 calendar days) or for the duration of the disability, whichever is the lesser, except that, if only accumulated leave is used, it may be used beyond nine (9) months (274 calendar days) until exhausted or until the disability ceases, whichever occurs sooner. In no case, however, will the aggregate of nine (9) months (274 calendar days) 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 nine (9) months (274 calendar days), for the duration of the disability or for the scheduled duration of the temporary employment, whichever is the least. In no case, however, will the aggregate of nine (9) months (274 calendar days) 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.

b. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Articles 24 and 25 will continue for the period of time that the employee is on leave under Sections 1.a. and 11 and for the first 13 weeks (91 calendar days) after leave under Section 1.a. expires if the employee remains disabled, provided that the employee's right of return under Section 6 has not expired.

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.a. Pay for accumulated leave used will be calculated in accordance with Section 1.a., 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.a. if an employee continues to receive workers' compensation, the employee will be placed on leave without pay in accordance with Section 6 below.

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.a. Failure to apply for or report social security or other applicable disability benefits to the Employer will result in the termination of the leave under Section 1.a.

Section 6. 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 31, 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.a. or Section 9, 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 31, 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 7. The compensation for disability retirement arising out of work-related injuries shall be in accordance with the State Employees' Retirement Code.

Section 8. 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 or annual leave for the purpose of continued medical treatment of the work-related injury in accordance with Articles 6, 11, and 12. 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 9. Sections 1 through 8 and 10 of this Article shall not be applicable to employees whose injuries are within the scope of either Act 193 of 1935, P.L. 477, as amended, or Act 632 of 1959, P.L. 1718, as amended.

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

Section 12. It is understood by both parties that the provisions of this Article are consistent with the Americans with Disabilities Act and the Pennsylvania Human Relations Act, 43 P.S. Sections 951 et. seq.

Section 13. Should the Patient Protection and Affordable Care Act of 2010, 42 USC, § 18001 et seq. or its regulations be modified or interpreted to not provide an additional 91 calendar days of benefits, as described in Section 1.b. of this Article, it is agreed that the health and life insurance entitlements outlined in this Article will not be diminished.

## **ARTICLE 27 UNEMPLOYMENT COMPENSATION**

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

## **ARTICLE 28 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. 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.

Section 2. A permanent full-time employee shall be paid for any holiday listed in Section 1 of this Article, provided the employee was scheduled to work on that day and if the employee was in an active pay status on the last half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately subsequent thereto.

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

Section 3. If a permanent full-time employee works on any of the holidays set forth in Section 1 of this Article, the employee shall be compensated at one and one-half times the employee's regular hourly rate of pay for all hours worked on said holiday. The employee shall receive paid time off for all hours worked on a holiday up to a full shift. Paid time off shall be in lieu of holiday pay for that time under Section 2 above.

Section 4. Permanent part-time employees shall receive holidays on a pro-rata basis. Employees, at the option of the Employer, shall receive either pro-rated paid leave or shall be paid at their regular hourly rate of pay in lieu of such paid leave.

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

Section 5. A permanent employee separated from the service of the Employer for any reason prior to taking paid time off earned by working a holiday listed in Section 1, shall be compensated in lump sum for any unused paid time off the employee has accumulated up to the time of separation.

Effective as soon as practically and legally possible, the Commonwealth will adopt a 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, 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 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash.

Section 6. Whenever the Employer declares a special holiday or part holiday for all employees under the Employer's jurisdiction, all permanent employees who are required to work a full schedule, regardless of work schedule, on the day on which such holiday hours occur shall receive time off with pay for all hours worked up to the number of hours in the employee's normal work shift if a full holiday is declared, or up to a pro-rata share of the normal work shift if a partial holiday is declared. The Employer shall have the option of paying the employees their regular hourly rate of pay in lieu of such equivalent time off with pay.

Section 7. When an employee's work shift overlaps the calendar day, the first shift of the employee in which 50% or more of the time occurs on the applicable holiday shall be considered in the holiday period and the holiday period shall end 24 hours after the commencement of that shift.

Section 8. In no event shall an employee be entitled to duplicate holiday payment.

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

## **ARTICLE 29 CREDIT UNION**

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

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

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

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

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

### **ARTICLE 30 MISCELLANEOUS PROVISIONS**

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

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

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

Section 4. In the event the Public Employe Relations Act is amended during the term of this Agreement, the parties agree to negotiate concerning the amendments to determine whether or not this Agreement should be amended to incorporate changes permitted by the amendments to the Act. It is clearly understood that if this Agreement is reopened for negotiations for this purpose, the provisions of Article 21, Peace and Stability, will remain in full force and effect.

### **ARTICLE 31 SENIORITY**

Section 1. For the purpose of this Article the term "seniority" means length of unbroken service in positions covered by this Agreement. Employees shall begin to accrue seniority as of their date of hire.

Section 2. The term "unbroken service" as used in Section 1 of this Article shall include length of continuous service in positions covered by this Agreement. The following shall constitute a break in continuous service: absence without leave for five consecutive working days, resignation,

discharge for just cause, retirement, failure to report after leave, failure to report within 10 consecutive working days of recall, and acceptance of other permanent employment while on leave. If an employee is returned within one year after such break in service, the employee shall be entitled to credit for seniority purposes the time accrued up to the break in service, but shall not be entitled to any credit for the time represented by such break.

Section 3. Employees will accrue seniority in accordance with the following procedure: The number of regular hours paid each biweekly pay period plus the number of hours of military leave without pay; leave without pay for work-related injuries in accordance with Article 26; Sick Leave Without Pay in accordance with Article 14, Section 3; Parental Leave Without Pay in accordance with Article 10, Section 2; and Family Care Leave Without Pay in accordance with Article 35 will be accumulated. This total number of hours will be divided by 7.5 and rounded up to the next higher day. The result will be added to the employee's accumulated total.

Section 4. Whenever the Employer determines that a furlough is necessary, employees will be furloughed in inverse order of seniority provided the remaining employees can meet the necessary class specification requirements to teach the remaining courses or perform the remaining duties.

Section 5. a. When a furlough occurs, the Employer shall establish a recall list in the inverse order of furlough. Employees on such a recall list shall have rights to a teaching position for a period of three years from the date of furlough provided they meet the necessary class specification requirements. If an employee refuses an offer of recall, the employee shall forfeit all recall rights provided for in this Subsection except for those situations where an employee has a contractual arrangement with a school district or other Employer which requires notice before terminating employment. In such case, the employee shall not forfeit recall rights if the employee is unable to accept recall due to the contractual arrangement.

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

Section 6. Whenever seniority is a consideration for making a determination within this Agreement and two (2) or more employees have the same amount of seniority, and employees are deemed relatively equal in qualification, training and ability, preferential rights shall be determined as follows:

- a. Total years of unbroken service with the Employer
- b. By lot

## **ARTICLE 32 SUBSTITUTE EMPLOYEES**

Section 1. When a regular professional employee is absent for any approved leave and the leave extends or can be reasonably anticipated to exceed at least 65 consecutive work days or longer, the substitute employed to fill the vacancy must satisfy all appropriate Civil Service and classification requirements.

Section 2. Substitute faculty employed in accordance with the provisions of Section 1 above shall be called a long-term substitute. A teacher who is scheduled to work and works three or more days per week in the same assignment for 65 consecutive scheduled days shall be considered a long-term substitute.

Section 3. All substitutes that do not meet the provisions of Section 1 above shall be called short-term substitutes and the terms and conditions of the collective bargaining agreement shall not apply to them. Short-term substitutes who are employed by the Employer solely as short-term substitutes shall be paid \$10.00 per hour.

Section 4. Long-term substitutes as provided for in this Article shall be placed, at a minimum, on the first step of Level 1 of the salary schedule.

## **ARTICLE 33 ACADEMIC FREEDOM**

Section 1. A faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic or administrative duties.

Section 2. A faculty member is entitled to freedom in the classroom in discussing his/her academic/vocational-technical discipline, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her academic/vocational-technical discipline.

Section 3. A faculty member is a citizen and a member of a learned profession. When he/she speaks or writes as a citizen, he/she should be free from school censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning, he/she should remember that the public may judge his/her profession and his/her institution. Hence, he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not a spokesperson of the institution. Acts which interfere with the activities of the institution, acts which interfere with the freedom of movement on the campus, or acts which interfere with the freedom of all members of the academic community to pursue their rightful goals, are the antithesis of academic freedom and responsibility. So also are such acts which, in effect, deny freedom to speak, to be heard, to study, to teach, to administer and to pursue research.

Section 4. a. Faculty members are entitled to freedom in the selection of textbooks, audio-visual aids and other teaching aids. However, where faculty teaching the same subject have agreed on a common textbook or teaching materials those materials shall prevail.

b. There shall be no censorship of library materials.

c. With respect to a. and b. above, budgetary limitations may restrict the quantity of items to be purchased.

Section 5. The provisions of this Article shall not be construed so as to deprive the institution or its designees of its right of access to and/or possession of files, records or materials maintained by faculty members on behalf of the institution, provided, however, that grade books shall remain in the possession of the faculty member so long as he/she remains at the institution.

Section 6. Nothing in this Article shall be construed to mean the institution should purchase or provide specific books, equipment, including computers and/or computer software that may differ from the standards already owned or licensed by the institution.

Section 7. Since certain aspects of the information obtained by a faculty member in the course of his/her work can be considered privileged, no faculty member shall be required to disclose such non-medical information unless he/she deems it to be in the best interest of his/her student or his/her profession. The institution will immediately advise the faculty member of any effort, by action of law or otherwise, to secure records or other information obtained by the faculty member. In no event shall the institution exercise any disciplinary action against a faculty member because of his/her assertion of privilege with regard to non-medical information under his/her control.

Section 8. Grievances arising under the provisions of this Article may be appealed through the Grievance Procedure, provided that the decision at the State Committee shall be final and binding.

## **ARTICLE 34 SAFETY AND HEALTH**

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

Section 2. Association representatives on the Center Safety committee shall be given a reasonable amount of time during working hours to investigate safety and health hazards brought to the committee and to serve on this committee.

Section 3. The Employer agrees to inform the local Association when representatives of the Bureau of Occupational and Industrial Safety, Department of Labor and Industry, or other state or federal agencies involved in the establishment or enforcement of laws concerning or affecting the health and safety of employees working in state-owned or leased buildings are on the premises for an inspection. A designated Association steward, officer or representative located on the premises shall

be allowed to accompany such representatives on inspection tours of the work site to point out deficiencies, without loss of pay or leave time. In addition, when the Employer is aware of the presence of representatives of such regulatory agencies who are at the work site for the purpose of safety inspections, the Employer agrees to inform the designated union steward, officer or representative located on the premises.

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

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

Section 6. Within 48 hours, the Employer will notify employees at the Center about students with whom they might have contact who have been diagnosed as having or who may reasonably be suspected of having a communicable disease or illness. Reasonable and appropriate medical preventive measures and treatment techniques shall be implemented. For the purpose of this Article, the Association agrees that the current Pennsylvania Department of Health Regulations, Annex A, Title 28, health and safety, Chapter 27, communicable and non-communicable diseases, shall apply for the purpose of identifying such diseases. The requirements of this paragraph, as they relate to students carrying the human immunodeficiency virus (HIV), will be implemented in accordance with the provisions of Act 1990-148.

Section 7. Employees shall be given opportunities for appropriate training in resident control and in self-defense.

Section 8. Employees who are victims of assaults arising out of employment with the Commonwealth and are not the aggressors will be given reasonable leave with pay to file charges and testify where required.

Section 9. Upon written request, the local Association shall be provided with copies of statistical reports concerning work-related accidents.

## **ARTICLE 35 PRESERVATION OF BARGAINING UNIT WORK**

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

Section 2. In those cases where the Employer is considering entering into a new contract or renewing or modifying an existing contract which may have or which has had an adverse impact on bargaining unit jobs, including limiting the growth of the number of bargaining unit jobs, the Employer shall provide the Association with as much advance notice as possible. Prior to executing

any such new contract or renewal or modification of an existing contract as described above, the Employer, upon request of the Association, agrees to bargain with the Association concerning the reasons for such contract and concerning the impact on the bargaining unit of the proposed contract or renewal or modification of an existing contract, subject to the Association's right to submit unresolved disputes to the grievance and arbitration procedures of this Agreement. In the event an agreement is not reached as a result of bargaining under this Article, the Employer shall be free to execute the proposed contract or to renew or modify an existing contract pending the decision of the arbitrator which shall be final and binding on the parties.

Section 3. This Agreement will not be construed so as to prevent the Vocational Rehabilitation Education Director or Vocational Rehabilitation Instructor Supervisors from performing bargaining unit work provided the employee is qualified to perform the work and provided that the assignment is consistent with organizational and operational requirements and provided that the assignment does not result in the layoff or prevent the return to work of an available, competent bargaining unit employee.

Section 4. The Employer and the Association acknowledge the above represents the results of negotiations conducted under and in accordance with the Public Employe Relations Act and constitutes the full and complete understanding regarding the issues of contracting out bargaining unit work.

## **ARTICLE 36 LEAVE DONATION PROGRAM**

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

Section 2.     Recipients

- a. Recipients must be permanent employees in bargaining units that have agreed to participate in this program.
- b. Family member is defined as a husband, wife, domestic partner, child, step-child, foster child, or parent of the employee or any other person qualifying as a dependent under IRS eligibility criteria or the child of the employee's domestic partner.

Effective with the beginning of the 2021 leave calendar year, leave donation may not be used for the catastrophic or severe injury or illness of a domestic partner of an employee or the child of an employee's domestic partner.

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

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

e. Organ donation is defined as a living donor giving an organ (kidney) or part of an organ (liver, lung, or intestine) to be transplanted into another person

f. The absence due to the organ donation or catastrophic or severe illness or injury of the employee or a family member must be for more than 20 workdays in the current leave calendar year. The 20 workday absence may be accumulated on an intermittent basis if properly documented as related to the organ donation or the same catastrophic or severe illness or injury. Annual, sick (for employee's own serious health condition), sick family (for the serious health condition of a family member), holiday, compensatory, or unpaid leave may be used during the accumulation period. A separate accumulation period must be met for each organ donation or catastrophic or severe illness or injury and for each leave calendar year in which donated leave is used. Donated leave may not be applied to the required 20 workday accumulation period.

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

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

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

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

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

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

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

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

### Section 3. Donors

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

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

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

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

### Section 4. The provisions of this Article are not grievable under Article 17 of this Agreement.

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

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

**ARTICLE 37  
TERM OF AGREEMENT**

Except as otherwise specified herein, this Agreement shall be effective on July 1, 2019 and shall continue in full force and effect up to and including June 30, 2023 unless extended by mutual agreement.

COMMONWEALTH OF PENNSYLVANIA



Secretary of Administration

---

HIRAM G. ANDREWS CENTER,  
PENNSYLVANIA STATE EDUCATION  
ASSOCIATION, NATIONAL  
EDUCATION ASSOCIATION



---

Joseph Roach  
Association President



---

David Smith  
Association Vice-President

## APPENDIX A EDUCATION LEVEL

### Education Level Placement and Advancement

1. Credits -

The criteria set forth below apply to all credits that are used either for initial Educational Level placement or subsequent horizontal movement on the Instructional Non-Tenured Pay Schedule.

- a. Credits must be earned from a regionally accredited college or university and an original transcript must be provided to the Director, Hiram G. Andrews Center (HGAC) to verify the credits, except as follows:
  - 1) Credits earned from the Hiram G. Andrews Center will be accepted for initial Education Level placement, provided an original transcript is provided to the Director, HGAC. HGAC programs for which academic credits are not awarded will be converted to non-graduate level credits on the basis of 30 instruction hours = 1 credit.
  - 2) Except as approved by the Director, instructors will not earn credits after their date of hire for attendance at programs conducted at the Center during the normal workday.
  - 3) Non-credit courses or programs or courses from non-accredited colleges or universities may be accepted for non-graduate level credits on the basis of 1 credit for each 30 clock hours of attendance. An original certificate or letter from the provider attesting to the number of clock hours of attendance must be provided to the Director, HGAC.
- b. Credits that are to be utilized by instructors for movement between Education Levels must have been earned after attainment of their current Education Level (e.g. An instructor who is requesting to be moved from Education Level B to Education Level C may count only credits earned after his placement on Education Level B toward the additional credits required for placement on Education Level C), except that: instructors with Bachelor's or advanced degrees may use approved credits earned after receipt of their highest degree for movement to the next Education level.

- c. To be eligible for credit consideration, credits earned, coursework or programs must be in an area related to the employee's teaching responsibilities, except that courses that are a required component of a vocational program pre-approved by the Director, HGAC may be accepted for credit.
- 4) Certification of College Level Examination Program (CLEP) Results - The parties agree that in order for the results of CLEP tests to be translated into credits eligible for consideration for movement on the salary schedule, the test results must be certified as yielding a specific number of acceptable credits by an accredited college or university, and the credits must appear on an official transcript of an accredited college or university as credits actually awarded.
- e. In all cases, credits will be approved at the sole discretion of the Director, HGAC, whose decision shall be final and non-grievable.
- f. Education Level refers to the column headings across the top of the salary schedule.

2. Instructors Who Possess a Bachelor's Degree or Higher Degree -

The criteria for placement and movement to each level are:

- a. BA/BS (Education Level E) - The employee must be certified by the Pennsylvania Civil Service Commission as qualified for employment in the relevant position, and an original transcript from an accredited college or university certifying that a BA or BS degree has been awarded will be required.
- b. BA/BS + 24 credits (Education Level F) - Credits submitted for advancement to this level must have been earned after the BA/BS was awarded.
- c. Masters Degree or Equivalent (Education Level G) - Credits submitted for advancement to this level must have been earned after the BA/BS was awarded. Credits will be accepted subject to the following conditions:
  - 1) Masters Degree - An original transcript from an accredited college or university certifying that a Masters Degree has been awarded will be required, or;
  - 2) Masters Equivalency (ME) or Labor Agreement Equivalency (LAE) - The ME requires possession of a Master's Equivalency Certificate from the Pennsylvania Department of Education. The LAE requires 36 credits and certification by the Director, HGAC. Eighteen in-service credits are allowable as a component of the required 36; however, the remaining 18 must be graduate credits. Undergraduate credits can be substituted for movement to this level only if pre-approved by the Director, HGAC.

- d. Masters Degree/ME/LAE; +15 credits (Education Level H) - Advancement to this level will require the employee to have been awarded one of the following: a Masters Degree, a Masters Equivalency (ME), or a Labor Agreement Equivalency (LAE); +15 additional graduate credits.
- e. Masters Degree/ME/LAE; +30 Credits (Education Level I) - Advancement to this level requires the employee to earn 15 additional graduate credits beyond the Masters/ME/LAE +15 Level.
- f. Masters Degree/ME/LAE; +45 Credits (Education Level J) - Advancement to this level requires the employee to earn 15 additional graduate credits beyond the Masters/ME/LAE +30 Level.
- g. Masters Degree/ME/LAE; +60 Credits (Education Level K) - Advancement to this level requires the employee to earn 15 additional graduate credits beyond the Masters/ME/LAE +45 Level.
- h. Ph.D or D.Ed. (Education Level M) - For advancement to this level, an original transcript from an accredited college or university certifying that a Ph.D or D.Ed. Degree has been awarded will be required.

3. Instructors Who Do Not Possess a Bachelor's Degree -

The criteria for placement and advancement to each level are set forth below:

- a. Instructor with up to 29 Credits (Education Level B) - The employee must be certified by the Pennsylvania Civil Service Commission as qualified for employment in the relevant position and have earned up to 29 credits.
- b. Instructor with 30-44 Credits (Education Level C) - For advancement to this level, employees must meet the following requirements:
  - 1) Employees must have satisfied the requirements for Education Level B, as set forth above, and
  - 2) Have passed the appropriate Occupational Competency Test, and
  - 3) Have earned 30-44 credits.
- c. Instructor with 45-59 Credits (Education Level D) - For advancement to this level, employees must meet the following requirements:
  - 1) Employees must have satisfied the requirements for Education Level C, as set forth above, and

- 2) Have earned 45 credits.
- d. Instructor with 60-89 Credits (Education Level E) -
- 1) Employees must have satisfied the requirements for Education Level D, as set forth above, and
  - 2) Have earned 60 credits.
- e. Instructor with 90-104 Credits (Education Level F) -
- 1) Employees must have satisfied the requirements for Education Level E, as set forth above, and
  - 2) Have earned 90 credits.
- f. Instructor with 105-119 Credits (Education Level H) -
- 1) Employees must have satisfied the requirement for Education Level F, as set forth above, and
  - 2) Have earned 105 credits.
- g. Instructor with 120-134 Credits (Education Level I) -
- 1) Employees must have satisfied the requirement for Education Level H, as set forth above, and
  - 2) Have earned 120 credits.
- h. Instructor with 135-149 Credits (Education Level J) -
- 1) Employees must have satisfied the requirement for Education Level I, as set forth above, and
  - 2) Have earned 135 credits.
- i. Instructor with 150-164 Credits (Education Level K) -
- 1) Employees must have satisfied the requirement for Education Level J, as set forth above, and
  - 2) Have earned 150 credits.

- j. Instructor with a Ph.D/Ed.D. (Education Level M) -
  - 1) For advancement to this level, an original transcript from an accredited college or university certifying that a Pd.D. or D.Ed. Degree has been awarded will be required.
  
- D. The Commonwealth and the Association recognize and agree that the criteria set forth above for Education Level placement and horizontal movement on the Instructional Non-Tenured Pay Schedule have been developed in response to the special circumstances prevailing at the Hiram G. Andrews Center and, therefore, that these criteria for placement and movement are not applicable to any other collective bargaining unit.

COMMONWEALTH OF PENNSYLVANIA  
UNIFIED TEACHERS PAY SCHEDULE (PSEA NON-TENURED)  
EFFECTIVE JULY 1 2019

APPENDIX B

PAY SCALE TYPE ED (PAY SCALE AREA TF)

PAY STEP		EDUCATION LEVEL B	EDUCATION LEVEL C	EDUCATION LEVEL D	EDUCATION LEVEL E	EDUCATION LEVEL F	EDUCATION LEVEL G	EDUCATION LEVEL H	EDUCATION LEVEL I	EDUCATION LEVEL J	EDUCATION LEVEL K	EDUCATION LEVEL M
A	REGULAR BIWEEKLY*	1,903.53	1,921.78	1,940.26	1,958.82	1,989.46	2,020.05	2,087.96	2,158.44	2,231.21	2,268.90	2,307.40
	12 MONTH ANNUAL****	49,644	50,120	50,602	51,086	51,885	52,683	54,454	56,292	58,190	59,173	60,177
B	REGULAR BIWEEKLY*	1,989.19	2,008.24	2,027.57	2,046.97	2,078.99	2,110.97	2,181.90	2,255.56	2,331.63	2,371.01	2,411.23
	12 MONTH ANNUAL****	51,878	52,375	52,879	53,385	54,220	55,054	56,904	58,825	60,809	61,836	62,885
C	REGULAR BIWEEKLY*	2,078.68	2,098.62	2,118.83	2,139.07	2,172.55	2,205.94	2,280.10	2,357.06	2,436.54	2,477.68	2,519.75
	12 MONTH ANNUAL****	54,212	54,732	55,259	55,787	56,660	57,531	59,465	61,472	63,545	64,618	65,715
D	REGULAR BIWEEKLY*	2,172.24	2,193.06	2,214.15	2,235.35	2,270.28	2,305.21	2,382.71	2,463.15	2,546.17	2,589.19	2,633.13
	12 MONTH ANNUAL****	56,652	57,195	57,745	58,298	59,209	60,120	62,141	64,239	66,404	67,526	68,672
E	REGULAR BIWEEKLY*	2,269.98	2,291.76	2,313.80	2,335.93	2,372.47	2,408.93	2,489.92	2,573.96	2,660.77	2,705.71	2,751.61
	12 MONTH ANNUAL****	59,201	59,769	60,344	60,921	61,874	62,825	64,937	67,129	69,393	70,565	71,762
F	REGULAR BIWEEKLY*	2,372.12	2,394.90	2,417.91	2,441.03	2,479.22	2,517.37	2,601.99	2,689.80	2,780.48	2,827.45	2,875.42
	12 MONTH ANNUAL****	61,865	62,459	63,059	63,662	64,658	65,653	67,860	70,150	72,515	73,740	74,991
G	REGULAR BIWEEKLY*	2,478.87	2,502.65	2,526.73	2,550.88	2,590.80	2,630.64	2,719.06	2,810.85	2,905.64	2,954.72	3,004.83
	12 MONTH ANNUAL****	64,649	65,269	65,897	66,527	67,568	68,607	70,913	73,307	75,779	77,059	78,366
H	REGULAR BIWEEKLY*	2,590.45	2,615.26	2,640.41	2,665.68	2,707.36	2,749.00	2,841.41	2,937.35	3,036.39	3,087.65	3,140.07
	12 MONTH ANNUAL****	67,559	68,206	68,862	69,521	70,608	71,694	74,104	76,606	79,189	80,526	81,893
I	REGULAR BIWEEKLY*	2,707.02	2,732.98	2,759.24	2,785.62	2,829.22	2,872.74	2,969.29	3,069.52	3,173.01	3,226.61	3,281.37
	12 MONTH ANNUAL****	70,599	71,276	71,961	72,649	73,786	74,921	77,439	80,053	82,752	84,150	85,578
J	REGULAR BIWEEKLY*	2,828.83	2,855.94	2,883.40	2,911.00	2,956.52	3,001.99	3,102.91	3,207.63	3,315.80	3,371.82	3,429.03
	12 MONTH ANNUAL****	73,776	74,483	75,199	75,919	77,106	78,292	80,924	83,655	86,476	87,937	89,429
K	REGULAR BIWEEKLY*	2,956.13	2,984.47	3,013.15	3,041.99	3,089.57	3,137.08	3,242.52	3,351.99	3,464.99	3,523.54	3,583.32
	12 MONTH ANNUAL****	77,096	77,835	78,583	79,335	80,576	81,815	84,565	87,420	90,367	91,894	93,453
L	REGULAR BIWEEKLY*	3,089.15	3,118.75	3,148.77	3,178.87	3,228.60	3,278.26	3,388.46	3,502.84	3,620.94	3,682.09	3,744.56
	12 MONTH ANNUAL****	80,565	81,337	82,120	82,905	84,202	85,497	88,371	91,354	94,434	96,029	97,658

\* : The Regular Biweekly is the base rate. This rate applies to instructors employed for a full academic year and who receive their Academic Annual salary distributed over 22 biweekly pay periods.

\*\*\*\*: The 12 Month annual is derived by multiplying the Regular Biweekly by 26.08 and rounding to the nearest dollar.

COMMONWEALTH OF PENNSYLVANIA  
UNIFIED TEACHERS PAY SCHEDULE (PSEA NON-TENURED)  
EFFECTIVE THE FIRST DAY OF THE FIRST FULL PAY PERIOD IN OCTOBER 2019  
PAY SCALE TYPE ED (PAY SCALE AREA TF)

APPENDIX C

PAY STEP		EDUCATION LEVEL B	EDUCATION LEVEL C	EDUCATION LEVEL D	EDUCATION LEVEL E	EDUCATION LEVEL F	EDUCATION LEVEL G	EDUCATION LEVEL H	EDUCATION LEVEL I	EDUCATION LEVEL J	EDUCATION LEVEL K	EDUCATION LEVEL M
A	REGULAR BIWEEKLY*	1,938.84	1,957.09	1,975.57	1,994.13	2,024.76	2,055.36	2,123.27	2,193.75	2,266.52	2,304.21	2,342.71
	12 MONTH ANNUAL****	50,565	51,041	51,523	52,007	52,806	53,604	55,375	57,213	59,111	60,094	61,098
B	REGULAR BIWEEKLY*	2,024.50	2,043.55	2,062.88	2,082.28	2,114.30	2,146.28	2,217.21	2,290.87	2,366.94	2,406.32	2,446.54
	12 MONTH ANNUAL****	52,799	53,296	53,800	54,306	55,141	55,975	57,825	59,746	61,730	62,757	63,806
C	REGULAR BIWEEKLY*	2,113.99	2,133.93	2,154.14	2,174.38	2,207.86	2,241.25	2,315.41	2,392.36	2,471.85	2,512.99	2,555.06
	12 MONTH ANNUAL****	55,133	55,653	56,180	56,708	57,581	58,452	60,386	62,393	64,466	65,539	66,636
D	REGULAR BIWEEKLY*	2,207.55	2,228.37	2,249.46	2,270.66	2,305.59	2,340.52	2,418.02	2,498.46	2,581.48	2,624.50	2,668.44
	12 MONTH ANNUAL****	57,573	58,116	58,666	59,219	60,130	61,041	63,062	65,160	67,325	68,447	69,593
E	REGULAR BIWEEKLY*	2,305.29	2,327.07	2,349.11	2,371.24	2,407.78	2,444.24	2,525.23	2,609.27	2,696.08	2,741.02	2,786.92
	12 MONTH ANNUAL****	60,122	60,690	61,265	61,842	62,795	63,746	65,858	68,050	70,314	71,486	72,683
F	REGULAR BIWEEKLY*	2,407.43	2,430.21	2,453.22	2,476.34	2,514.53	2,552.68	2,637.30	2,725.11	2,815.79	2,862.76	2,910.73
	12 MONTH ANNUAL****	62,786	63,380	63,980	64,583	65,579	66,574	68,781	71,071	73,436	74,661	75,912
G	REGULAR BIWEEKLY*	2,514.18	2,537.96	2,562.03	2,586.19	2,626.11	2,665.95	2,754.37	2,846.16	2,940.95	2,990.03	3,040.14
	12 MONTH ANNUAL****	65,570	66,190	66,818	67,448	68,489	69,528	71,834	74,228	76,700	77,980	79,287
H	REGULAR BIWEEKLY*	2,625.76	2,650.57	2,675.72	2,700.99	2,742.67	2,784.31	2,876.72	2,972.66	3,071.70	3,122.96	3,175.38
	12 MONTH ANNUAL****	68,480	69,127	69,783	70,442	71,529	72,615	75,025	77,527	80,110	81,447	82,814
I	REGULAR BIWEEKLY*	2,742.33	2,768.28	2,794.55	2,820.93	2,864.53	2,908.05	3,004.60	3,104.83	3,208.32	3,261.92	3,316.67
	12 MONTH ANNUAL****	71,520	72,197	72,882	73,570	74,707	75,842	78,360	80,974	83,673	85,071	86,499
J	REGULAR BIWEEKLY*	2,864.14	2,891.25	2,918.71	2,946.31	2,991.83	3,037.30	3,138.22	3,242.94	3,351.11	3,407.13	3,464.34
	12 MONTH ANNUAL****	74,697	75,404	76,120	76,840	78,027	79,213	81,845	84,576	87,397	88,858	90,350
K	REGULAR BIWEEKLY*	2,991.44	3,019.78	3,048.46	3,077.30	3,124.88	3,172.39	3,277.83	3,387.30	3,500.30	3,558.85	3,618.63
	12 MONTH ANNUAL****	78,017	78,756	79,504	80,256	81,497	82,736	85,486	88,341	91,288	92,815	94,374
L	REGULAR BIWEEKLY*	3,124.46	3,154.06	3,184.08	3,214.18	3,263.91	3,313.57	3,423.77	3,538.15	3,656.25	3,717.40	3,779.86
	12 MONTH ANNUAL****	81,486	82,258	83,041	83,826	85,123	86,418	89,292	92,275	95,355	96,950	98,579

\* : The Regular Biweekly is the base rate. This rate applies to instructors employed for a full academic year and who receive their Academic Annual salary distributed over 22 biweekly pay periods.

\*\*\*\*: The 12 Month annual is derived by multiplying the Regular Biweekly by 26.08 and rounding to the nearest dollar.

COMMONWEALTH OF PENNSYLVANIA  
UNIFIED TEACHERS PAY SCHEDULE (PSEA NON-TENURED)  
EFFECTIVE THE FIRST DAY OF THE FIRST FULL PAY PERIOD IN JANUARY 2021  
PAY SCALE TYPE ED (PAY SCALE AREA TF)

APPENDIX D

PAY STEP		EDUCATION LEVEL B	EDUCATION LEVEL C	EDUCATION LEVEL D	EDUCATION LEVEL E	EDUCATION LEVEL F	EDUCATION LEVEL G	EDUCATION LEVEL H	EDUCATION LEVEL I	EDUCATION LEVEL J	EDUCATION LEVEL K	EDUCATION LEVEL M
A	REGULAR BIWEEKLY*	1,981.25	1,999.50	2,017.98	2,036.54	2,067.17	2,097.77	2,165.68	2,236.15	2,308.93	2,346.62	2,385.12
	12 MONTH ANNUAL****	51,671	52,147	52,629	53,113	53,912	54,710	56,481	58,319	60,217	61,200	62,204
B	REGULAR BIWEEKLY*	2,066.90	2,085.96	2,105.29	2,124.69	2,156.71	2,188.68	2,259.62	2,333.28	2,409.35	2,448.73	2,488.95
	12 MONTH ANNUAL****	53,905	54,402	54,906	55,412	56,247	57,081	58,931	60,852	62,836	63,863	64,912
C	REGULAR BIWEEKLY*	2,156.40	2,176.34	2,196.54	2,216.79	2,250.26	2,283.66	2,357.82	2,434.77	2,514.26	2,555.40	2,597.46
	12 MONTH ANNUAL****	56,239	56,759	57,286	57,814	58,687	59,558	61,492	63,499	65,572	66,645	67,742
D	REGULAR BIWEEKLY*	2,249.96	2,270.78	2,291.87	2,313.07	2,348.00	2,382.93	2,460.42	2,540.87	2,623.88	2,666.90	2,710.85
	12 MONTH ANNUAL****	58,679	59,222	59,772	60,325	61,236	62,147	64,168	66,266	68,431	69,553	70,699
E	REGULAR BIWEEKLY*	2,347.69	2,369.47	2,391.52	2,413.65	2,450.19	2,486.65	2,567.63	2,651.68	2,738.49	2,783.43	2,829.33
	12 MONTH ANNUAL****	61,228	61,796	62,371	62,948	63,901	64,852	66,964	69,156	71,420	72,592	73,789
F	REGULAR BIWEEKLY*	2,449.84	2,472.62	2,495.62	2,518.75	2,556.94	2,595.09	2,679.71	2,767.52	2,858.20	2,905.17	2,953.14
	12 MONTH ANNUAL****	63,892	64,486	65,086	65,689	66,685	67,680	69,887	72,177	74,542	75,767	77,018
G	REGULAR BIWEEKLY*	2,556.59	2,580.36	2,604.44	2,628.60	2,668.51	2,708.35	2,796.77	2,888.57	2,983.35	3,032.43	3,082.55
	12 MONTH ANNUAL****	66,676	67,296	67,924	68,554	69,595	70,634	72,940	75,334	77,806	79,086	80,393
H	REGULAR BIWEEKLY*	2,668.17	2,692.98	2,718.13	2,743.40	2,785.08	2,826.72	2,919.13	3,015.06	3,114.11	3,165.37	3,217.79
	12 MONTH ANNUAL****	69,586	70,233	70,889	71,548	72,635	73,721	76,131	78,633	81,216	82,553	83,920
I	REGULAR BIWEEKLY*	2,784.73	2,810.69	2,836.96	2,863.34	2,906.94	2,950.46	3,047.00	3,147.23	3,250.72	3,304.33	3,359.08
	12 MONTH ANNUAL****	72,626	73,303	73,988	74,676	75,813	76,948	79,466	82,080	84,779	86,177	87,605
J	REGULAR BIWEEKLY*	2,906.55	2,933.66	2,961.11	2,988.72	3,034.24	3,079.71	3,180.63	3,285.35	3,393.51	3,449.53	3,506.74
	12 MONTH ANNUAL****	75,803	76,510	77,226	77,946	79,133	80,319	82,951	85,682	88,503	89,964	91,456
K	REGULAR BIWEEKLY*	3,033.85	3,062.19	3,090.87	3,119.70	3,167.29	3,214.80	3,320.24	3,429.71	3,542.71	3,601.26	3,661.04
	12 MONTH ANNUAL****	79,123	79,862	80,610	81,362	82,603	83,842	86,592	89,447	92,394	93,921	95,480
L	REGULAR BIWEEKLY*	3,166.87	3,196.47	3,226.49	3,256.59	3,306.32	3,355.98	3,466.18	3,580.55	3,698.65	3,759.81	3,822.27
	12 MONTH ANNUAL****	82,592	83,364	84,147	84,932	86,229	87,524	90,398	93,381	96,461	98,056	99,685

\* : The Regular Biweekly is the base rate. This rate applies to instructors employed for a full academic year and who receive their Academic Annual salary distributed over 22 biweekly pay periods.

\*\*\*\*: The 12 Month annual is derived by multiplying the Regular Biweekly by 26.08 and rounding to the nearest dollar.

COMMONWEALTH OF PENNSYLVANIA  
UNIFIED TEACHERS PAY SCHEDULE (PSEA NON-TENURED)  
EFFECTIVE THE FIRST DAY OF THE FIRST FULL PAY PERIOD IN OCTOBER 2021  
PAY SCALE TYPE ED (PAY SCALE AREA TF)

APPENDIX E

PAY STEP		EDUCATION LEVEL B	EDUCATION LEVEL C	EDUCATION LEVEL D	EDUCATION LEVEL E	EDUCATION LEVEL F	EDUCATION LEVEL G	EDUCATION LEVEL H	EDUCATION LEVEL I	EDUCATION LEVEL J	EDUCATION LEVEL K	EDUCATION LEVEL M
A	REGULAR BIWEEKLY*	2,031.05	2,049.30	2,067.79	2,086.34	2,116.98	2,147.58	2,215.49	2,285.96	2,358.74	2,396.43	2,434.93
	12 MONTH ANNUAL****	52,970	53,446	53,928	54,412	55,211	56,009	57,780	59,618	61,516	62,499	63,503
B	REGULAR BIWEEKLY*	2,116.71	2,135.77	2,155.09	2,174.50	2,206.51	2,238.49	2,309.43	2,383.09	2,459.16	2,498.54	2,538.76
	12 MONTH ANNUAL****	55,204	55,701	56,205	56,711	57,546	58,380	60,230	62,151	64,135	65,162	66,211
C	REGULAR BIWEEKLY*	2,206.21	2,226.15	2,246.35	2,266.60	2,300.07	2,333.47	2,407.63	2,484.58	2,564.07	2,605.21	2,647.27
	12 MONTH ANNUAL****	57,538	58,058	58,585	59,113	59,986	60,857	62,791	64,798	66,871	67,944	69,041
D	REGULAR BIWEEKLY*	2,299.76	2,320.59	2,341.67	2,362.88	2,397.81	2,432.74	2,510.23	2,590.68	2,673.69	2,716.71	2,760.65
	12 MONTH ANNUAL****	59,978	60,521	61,071	61,624	62,535	63,446	65,467	67,565	69,730	70,852	71,998
E	REGULAR BIWEEKLY*	2,397.50	2,419.28	2,441.33	2,463.45	2,500.00	2,536.46	2,617.44	2,701.49	2,788.30	2,833.24	2,879.14
	12 MONTH ANNUAL****	62,527	63,095	63,670	64,247	65,200	66,151	68,263	70,455	72,719	73,891	75,088
F	REGULAR BIWEEKLY*	2,499.65	2,522.43	2,545.43	2,568.55	2,606.74	2,644.90	2,729.52	2,817.33	2,908.01	2,954.98	3,002.95
	12 MONTH ANNUAL****	65,191	65,785	66,385	66,988	67,984	68,979	71,186	73,476	75,841	77,066	78,317
G	REGULAR BIWEEKLY*	2,606.40	2,630.17	2,654.25	2,678.41	2,718.32	2,758.16	2,846.58	2,938.38	3,033.16	3,082.24	3,132.36
	12 MONTH ANNUAL****	67,975	68,595	69,223	69,853	70,894	71,933	74,239	76,633	79,105	80,385	81,692
H	REGULAR BIWEEKLY*	2,717.98	2,742.79	2,767.94	2,793.21	2,834.89	2,876.53	2,968.94	3,064.87	3,163.91	3,215.18	3,267.59
	12 MONTH ANNUAL****	70,885	71,532	72,188	72,847	73,934	75,020	77,430	79,932	82,515	83,852	85,219
I	REGULAR BIWEEKLY*	2,834.54	2,860.50	2,886.77	2,913.15	2,956.74	3,000.26	3,096.81	3,197.04	3,300.53	3,354.14	3,408.89
	12 MONTH ANNUAL****	73,925	74,602	75,287	75,975	77,112	78,247	80,765	83,379	86,078	87,476	88,904
J	REGULAR BIWEEKLY*	2,956.36	2,983.47	3,010.92	3,038.53	3,084.04	3,129.52	3,230.44	3,335.16	3,443.32	3,499.34	3,556.55
	12 MONTH ANNUAL****	77,102	77,809	78,525	79,245	80,432	81,618	84,250	86,981	89,802	91,263	92,755
K	REGULAR BIWEEKLY*	3,083.66	3,112.00	3,140.68	3,169.51	3,217.10	3,264.60	3,370.05	3,479.52	3,592.52	3,651.07	3,710.85
	12 MONTH ANNUAL****	80,422	81,161	81,909	82,661	83,902	85,141	87,891	90,746	93,693	95,220	96,779
L	REGULAR BIWEEKLY*	3,216.67	3,246.28	3,276.30	3,306.40	3,356.13	3,405.78	3,515.98	3,630.36	3,748.46	3,809.62	3,872.08
	12 MONTH ANNUAL****	83,891	84,663	85,446	86,231	87,528	88,823	91,697	94,680	97,760	99,355	100,984

\* : The Regular Biweekly is the base rate. This rate applies to instructors employed for a full academic year and who receive their Academic Annual salary distributed over 22 biweekly pay periods.

\*\*\*\*: The 12 Month annual is derived by multiplying the Regular Biweekly by 26.08 and rounding to the nearest dollar.

COMMONWEALTH OF PENNSYLVANIA  
UNIFIED TEACHERS PAY SCHEDULE (PSEA NON-TENURED)  
EFFECTIVE THE FIRST DAY OF THE FIRST FULL PAY PERIOD IN JANUARY 2023  
PAY SCALE TYPE ED (PAY SCALE AREA TF)

APPENDIX F

PAY STEP		EDUCATION LEVEL B	EDUCATION LEVEL C	EDUCATION LEVEL D	EDUCATION LEVEL E	EDUCATION LEVEL F	EDUCATION LEVEL G	EDUCATION LEVEL H	EDUCATION LEVEL I	EDUCATION LEVEL J	EDUCATION LEVEL K	EDUCATION LEVEL M
A	REGULAR BIWEEKLY*	2,098.08	2,116.33	2,134.81	2,153.37	2,184.01	2,214.60	2,282.51	2,352.99	2,425.76	2,463.45	2,501.95
	12 MONTH ANNUAL****	54,718	55,194	55,676	56,160	56,959	57,757	59,528	61,366	63,264	64,247	65,251
B	REGULAR BIWEEKLY*	2,183.74	2,202.79	2,222.12	2,241.52	2,273.54	2,305.52	2,376.45	2,450.11	2,526.18	2,565.56	2,605.78
	12 MONTH ANNUAL****	56,952	57,449	57,953	58,459	59,294	60,128	61,978	63,899	65,883	66,910	67,959
C	REGULAR BIWEEKLY*	2,273.23	2,293.17	2,313.38	2,333.62	2,367.10	2,400.49	2,474.65	2,551.61	2,631.09	2,672.23	2,714.30
	12 MONTH ANNUAL****	59,286	59,806	60,333	60,861	61,734	62,605	64,539	66,546	68,619	69,692	70,789
D	REGULAR BIWEEKLY*	2,366.79	2,387.61	2,408.70	2,429.90	2,464.83	2,499.76	2,577.26	2,657.70	2,740.72	2,783.74	2,827.68
	12 MONTH ANNUAL****	61,726	62,269	62,819	63,372	64,283	65,194	67,215	69,313	71,478	72,600	73,746
E	REGULAR BIWEEKLY*	2,464.53	2,486.31	2,508.35	2,530.48	2,567.02	2,603.48	2,684.47	2,768.51	2,855.32	2,900.26	2,946.16
	12 MONTH ANNUAL****	64,275	64,843	65,418	65,995	66,948	67,899	70,011	72,203	74,467	75,639	76,836
F	REGULAR BIWEEKLY*	2,566.67	2,589.45	2,612.46	2,635.58	2,673.77	2,711.92	2,796.54	2,884.35	2,975.03	3,022.00	3,069.97
	12 MONTH ANNUAL****	66,939	67,533	68,133	68,736	69,732	70,727	72,934	75,224	77,589	78,814	80,065
G	REGULAR BIWEEKLY*	2,673.42	2,697.20	2,721.28	2,745.43	2,785.35	2,825.19	2,913.61	3,005.40	3,100.19	3,149.27	3,199.38
	12 MONTH ANNUAL****	69,723	70,343	70,971	71,601	72,642	73,681	75,987	78,381	80,853	82,133	83,440
H	REGULAR BIWEEKLY*	2,785.00	2,809.81	2,834.96	2,860.23	2,901.91	2,943.55	3,035.96	3,131.90	3,230.94	3,282.20	3,334.62
	12 MONTH ANNUAL****	72,633	73,280	73,936	74,595	75,682	76,768	79,178	81,680	84,263	85,600	86,967
I	REGULAR BIWEEKLY*	2,901.57	2,927.53	2,953.79	2,980.17	3,023.77	3,067.29	3,163.84	3,264.07	3,367.56	3,421.16	3,475.92
	12 MONTH ANNUAL****	75,673	76,350	77,035	77,723	78,860	79,995	82,513	85,127	87,826	89,224	90,652
J	REGULAR BIWEEKLY*	3,023.38	3,050.49	3,077.95	3,105.55	3,151.07	3,196.54	3,297.46	3,402.18	3,510.35	3,566.37	3,623.58
	12 MONTH ANNUAL****	78,850	79,557	80,273	80,993	82,180	83,366	85,998	88,729	91,550	93,011	94,503
K	REGULAR BIWEEKLY*	3,150.69	3,179.02	3,207.70	3,236.54	3,284.12	3,331.63	3,437.07	3,546.54	3,659.54	3,718.09	3,777.87
	12 MONTH ANNUAL****	82,170	82,909	83,657	84,409	85,650	86,889	89,639	92,494	95,441	96,968	98,527
L	REGULAR BIWEEKLY*	3,283.70	3,313.30	3,343.32	3,373.42	3,423.15	3,511.15	3,583.01	3,697.39	3,815.49	3,876.64	3,939.11
	12 MONTH ANNUAL****	85,639	86,411	87,194	87,979	89,276	91,571	93,445	96,428	99,508	101,103	102,732

\* : The Regular Biweekly is the base rate. This rate applies to instructors employed for a full academic year and who receive their Academic Annual salary distributed over 22 biweekly pay periods.

\*\*\*\*: The 12 Month annual is derived by multiplying the Regular Biweekly by 26.08 and rounding to the nearest dollar.

**APPENDIX G  
LIST OF CLASSIFICATIONS**

<u>Class Code</u>	<u>Class Title</u>
4533A	Vocational Rehab Bus Ed Instr Acctg
4533B	Vocational Rehab Bus Ed Instr Computer Lab
4533C	Vocational Rehab Bus Ed Instr Dta Process
4533D	Vocational Rehab Bus Ed Instr Distributive Ed
4533E	Vocational Rehab Bus Ed Inst Materials Mgt Dist
4533F	Vocational Rehab Bus Ed Instr Medical Asst
4533G	Vocational Rehab Bus Ed Inst Office Technlgy
4533H	Vocational Rehab Bus Ed Instr Secretarial Prcdrs
4534A	Vocational Rehab Eng Reltd Instr Cmp Cmncs Srv Tch
4534C	Vocational Rehab Engineering Instr Drafting
4534D	Vocational Rehab Engrg Rltd Inst Physics Math
4535A	Vocational Rehab Hlth Occup Instr Dental Assisting
4535B	Vocational Rehab Hlth Occ Instr Dntl Lab Technlgy
4535C	Vocational Rehab Hlth Occp Instr Hlth Rltd Srvs
4536A	Vocational Rehab Pre Vocational Instr Drivers Ed
4536B	Vocational Rehab Pre Vocational Instr English
4536C	Vocational Rehab Pre Vocational Instr Life Skills
4536D	Vocational Rehab Pre Vocational Instr Math
4536E	Vocational Rehab Pre Vocational Instr Reading
4537A	Vocational Rehab Serv Occup Instructor Custodial
4537B	Vocational Rehab Serv Occup Instructor Food Svcs
4538B	Vocational Rehab Trade Instr Auto Mech Repair
4538C	Vocational Rehab Trade Instr Bldg Mntnc
4538D	Vocational Rehab Trade Instr Jewelry
4538E	Vocational Rehab Trade Instr Offset Printing Tech
4538F	Vocational Rehab Trade Instr Small Gas Eng Repair
4538H	Vocational Rehab Trade Instr Watch Repair
4538I	Vocational Rehab Trade Instr Woodworking Tech

**APPENDIX H**  
**RULES OF THE ACCELERATED GRIEVANCE PROCEDURE**

**RULE 1. THE JOINT PENNSYLVANIA STATE COMMITTEE (Committee)**

Section 1.      Function

It shall be the sole purpose of the Committee to hear unresolved grievances from Step 1 of the grievance procedures set forth in the parties' collective bargaining agreements for the Instructional, Tenured (PERA-R-1363-C); Instructional, Non-Tenured (PERA-R-91-196-C); and the Adult Corrections Education [CIVEA] (PERA-R-11-593-C) units. The Committee shall have the authority to render final and binding decisions on all grievances properly brought before them.

Section 2.      Composition

The Committee shall be made up of an equal number of representatives selected by the respective parties, with half being designated by the Association, and half being designated by the Commonwealth - from persons not directly involved in the case. Each Committee Panel will consist of a total of six members. In addition, each party shall designate one of its Committee representatives as a Co-Chairperson for the purpose of ensuring the orderly execution of the established procedures.

**RULE 2. COMMITTEE MEETINGS**

Section 1.      Time and Place

The Committee shall meet in accordance with the schedule mutually developed by the parties unless the docket includes a case involving a discharge or continuing liability, the Committee will not, however, meet (except by mutual agreement) in any month in which there are four or fewer cases docketed.

Section 2.      Meeting Dockets

A docket indicating the cases scheduled to be heard at each Committee meeting will be furnished by the designated docketing representative at least 10 calendar days prior to the date of each meeting. Copies are to be provided to: the Office of Administration (Bureau of Employee Relations); Association, Harrisburg office; and the appropriate agency (or agencies).

Once the docket has been prepared by the docketing representative and distributed to all interested parties, no additional cases can be added to the docket for that meeting, unless agreed upon by the parties. If the Co-Chairperson of the Association or the Co-Chairperson of the Commonwealth mutually agree that a case may be heard by the Committee on short notice, then such case will be placed on a supplemental docket prior to the Committee meeting.

A discharged employee, or employees in cases of conflicting seniority claims, shall be notified by the Association within a reasonable time prior to the hearing of the time and place of the grievance meeting, and of the employee's rights, including the right to be present at such hearing. In the event the Association does not give notice to the employee, the Committee nevertheless, may in its discretion hear and decide the case. However, in the event the case is not heard, no further liability shall accrue to the Commonwealth.

### **RULE 3. PROCEDURE ON GRIEVANCES**

#### **Section 1. Filing of Grievances**

The grievance shall be reduced to writing by the Association. Copies of same shall be submitted to the docketing agent, with copies to the Office of Administration (Bureau of Employee Relations); Association, Harrisburg office; and the appropriate agency.

#### **Section 2. Selection of Panel**

The Association and the Commonwealth will designate their respective Co-Chairpersons prior to the start of each meeting. The position of Acting Chairperson for each Committee Meeting will be alternately filled by each side. Each Co-Chairperson shall select his/her panel members to hear each case on the docket. Any Joint Committee panel hearing a case shall consist of three (3) representatives designated by each party.

In the event any case on the docket affects the work location of any member of the panel, then such panel member shall be removed from the panel for that case, and the appropriate Co-Chairperson shall appoint another member of his/her group to the Committee to hear that particular case.

#### **Section 3. Settlements**

If a case, after being placed on the Committee's docket for a particular meeting, is settled by the parties involved, each party shall inform the co-chairpersons of the Committee of the settlement before the meeting when such case is scheduled to be heard.

#### **Section 4. Postponement of Cases**

Postponement of cases on the agenda of the Committee will be permitted only once for each party. Notice of a postponement shall be given to the other party by the fastest possible method of communication upon knowledge of the need to postpone. No subsequent postponements by that party will be permitted by the Committee.

Section 5. Default

In the event either party in a dispute fails to appear before the Committee, or a panel thereof, without an authorized postponement, the Committee shall render a default decision in favor of the appearing party. If either party in a case which is scheduled to be heard at a particular meeting fails to appear at the time their case is called, that case will be moved to the end of the docket and will be called again after all of the cases preceding it have been heard. At that time, when the case is called for the second time, if the party again fails to appear, the Committee shall render a default decision in favor of the appearing party.

**RULE 4. OPERATION OF COMMITTEE**

Section 1. Rules

The operation of the Committee shall be in accordance with these Rules of Procedure and such other rules as may from time to time be adopted by mutual agreement between the parties. Such other rules shall be established by a majority vote of the Committee provided; however, both the Association and the Commonwealth members of the Committee have equal voting power. Whenever an addition or amendment to these Rules of Procedure, or other rules duly adopted, is proposed, it shall be presented in writing to the Committee at a regularly scheduled meeting of the Committee and voted upon at the following meeting.

Section 2. Order of Cases

Docketed discharge cases will be heard during the time period scheduled for the committee. All other cases will be heard by the Committee in the order in which the Chairpersons mutually agree.

Section 3. Hearings

In the hearing of a case, either party may present any evidence bearing on the facts of the particular case, and may present testimony of witnesses either in person or by written witness statements. However, these statements must contain the following statement:

"THE FOLLOWING STATEMENT IS BEING GIVEN BY ME FREELY AND WITHOUT COERCION FOR OFFICIAL COMMONWEALTH BUSINESS AND WILL BE CONSIDERED FOR ALL PURPOSES, INCLUDING ACTIONS UNDER THE STATUTES OF THIS COMMONWEALTH, JUST AS THOUGH IT HAD BEEN SWORN OR AFFIRMED BEFORE A COURT OF LAW OR FORMAL ARBITRATION PANEL."

Unless otherwise agreed to by the parties in any specific case, these statements will not be admissible as direct testimony at any arbitration hearing.

All evidence to be presented must be made known to the other party within a reasonable time prior to the hearing, **HOWEVER, NO LATER THAN 48 HOURS PRIOR TO THE SCHEDULED MEETING OF THE COMMITTEE. THE FOLLOWING ARE THE ONLY PERMISSIBLE EXCEPTIONS: BARGAINING HISTORY, PRECEDENT SETTING ARBITRATION AWARDS, PRECEDENT SETTING SETTLEMENTS, COURT DECISIONS, AND LABOR BOARD DECISIONS.** Failure to comply with this rule by either party, shall constitute grounds for the Committee to refuse to consider the evidence in question if an objection to its introduction is raised. During the hearing, only panel members, alternate members of the Committee, the parties presenting the case, and those directly involved in the specific case being heard, shall be allowed to sit in the immediate area where the hearing is being conducted. Other members of the Committee, except for the designated panel hearing the case, shall not participate in the presentation, the discussion, or the questioning.

In discharge, involuntary demotion, suspension and reprimand cases, the Commonwealth must present its evidence first; in all other cases, the Association will present its evidence first. Each party shall declare, prior to the presentation of its case, whether there will be co-presenter on the respective case. The number of co-presenters shall be limited to two individuals, and a co-presenter shall only supplement the presentation of the case in chief. Both sides will have an opportunity to summarize and rebut, however, when co-presenters are used, only one of the co-presenters may respond during the Summation and Rebuttal portion of the presentation. After each party has presented its case and its official rebuttal testimony, the panel members will be free to ask questions of the parties. After such questioning, the panel of the Committee will retire to executive session and will vote, and thereby render its decision. Voting by a show of hands will be deemed to be sufficient. When the panel goes into executive session in order to decide the case, all others must retire from the room. After a decision has been reached by a majority vote of the panel, the decision shall be reduced in writing and provided to the parties in a manner agreed upon by the Committee.

#### Section 4.      Recess

A recess may be requested by either party during the hearing of a case. However, if such request is granted by the Acting Chairperson, it shall not exceed one hour. The Acting Chairperson may also call for recess at any time, but such recess not to exceed one hour in duration.

#### Section 5.      Minutes

The designated Secretary of the Committee shall prepare written minutes of each committee meeting, briefly outlining the facts and the decision reached by the Committee in each case heard. Copies of all such minutes and decisions shall be provided to the Association, the Office of Administration (Bureau of Employee Relations), and the appropriate agencies. Such minutes will be approved and signed by the Co-Chairmen at the next meeting of the Committee and will form the official record of the Committee action.