

AGREEMENT

BETWEEN

THADDEUS STEVENS COLLEGE OF TECHNOLOGY

AND

**PENNSYLVANIA STATE EDUCATION ASSOCIATION
NATIONAL EDUCATION ASSOCIATION, LOCAL ASSOCIATION
AT THADDEUS STEVENS COLLEGE OF TECHNOLOGY**

Effective August 16, 2015, to August 15, 2020

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PREAMBLE

This Agreement entered into by Thaddeus Stevens College of Technology, hereinafter referred to as the Employer, and the Pennsylvania State Education Association, National Education Association, Local Association at Thaddeus Stevens College of Technology, 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 March 21, 1972, more specifically referred to as PERA-R-1363-C, and amended September 20, 2002 in PERA-U-02-411 E. For the purposes of this Agreement, the employees of the Scotland School for Veterans' Children and the Scranton State School for the Deaf are no longer part of the certification. The Association is comprised of only those certain employees within the classifications established above of the Thaddeus Stevens College of Technology.

Section 2. The term “employee” when used in this Agreement is defined as those persons falling within the classifications covered by the certification referred to in Section 1 of this Article.

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

Section 4. 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.

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. There shall be 22 consecutive deductions, the first of which shall occur the first full bi-weekly pay of each academic year. 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 Employer further agrees to deduct a fair share fee bi-weekly from all employees in the bargaining unit who are not members of the Association.

Authorization from non-members to deduct fair share fees shall not be required. The amounts to be deducted shall be certified to the Employer by the 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.

Section 3. 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. During the term of this Agreement, the work year shall be 180 days including graduation, all scheduled activities at two open houses. At the College's sole discretion and with its prior approval, academic and general education faculty may substitute one or more of the following activities in place of attendance at one of the two required open houses referenced herein, provided that, at least one Math, English, Science and Social Science/Humanities instructor must be present at each open house and the time commitment for any activity substituted for an open house must equal at least the same hourly commitment as attendance at an open house:

- a. Assisting and advising students during fall and spring freshmen and pre-major orientations and adjunct orientation.
- b. Preparation to determine candidates' eligibility to test out of Math and English courses, including, participation in the following activities:
 - i. Proctoring exam
 - ii. Correcting exam
 - iii. Reporting scores to students and the registrar's office
- c. Any other activities mutually agreed to by the Association President and the College President or his/her designee.

Section 2. The normal workload shall be as follows:

- a. For all full-time academic faculty members, including faculty members formally identified as developmental faculty members, the normal workload for a semester shall be 15

credit hours. In addition, each academic faculty member shall be present for 10 posted office hours per week, two hours of which shall take place in the advising center, which shall be used for advising and assisting students. Faculty office hour schedules must be approved in advance by the Academic Vice-President.

b. For all vocational faculty members, the normal workload for a semester shall be 22 classroom/lab contact hours per week. In addition, each vocational faculty member shall be present for three posted office hours per week. Vocational faculty may choose to work in cooperation with Academic faculty advisors with respect to advisement functions in their respective vocational/technical programs.

c. Any full-time salaried academic or vocational faculty member hired prior to January 1, 1991 will be grandfathered on an 8:00 a.m. to 4:00 p.m., Monday through Friday schedule. Any faculty member who is hired on or after January 1, 1991 may be scheduled during any 8 contiguous hours between 7:00 a.m. and 10:00 p.m. Monday through Thursday and 7:00 a.m. and 4:00 p.m. Friday.

d. Academic faculty members, vocational faculty members and developmental faculty members shall participate in up to two committees (and all related work associated with the committees) per faculty member. Faculty members shall sign up for their preferred committee(s). The College may assign a faculty member to a committee if the faculty member fails to sign up for a committee or if the committee for which the faculty member has signed up for is already fully staffed (as jointly determined by the Association and the College). Faculty members taking part in “high priority” committees shall be required to participate in only one committee. High priority committees include, but are not limited to:

- Faculty Senate
- Curriculum Committee
- Academic Policies and Standards
- Assessment Committee
- Faculty Budget and Tech
- Middle States Self Study
- Periodic Review Report Subcommittee
- Program Self Study, every 5 years
- Educational Technology Committee

Faculty members taking part in “low priority” committees shall be required to participate in two committees. Low priority committees include, but are not limited to:

- Search Committee
- College approved Ad Hoc Committee
- Human Relations Committee
- Strategic Planning Committee
- Facility Master Plan Committee
- Open House Planning Committee
- Homecoming Committee

At-Risk Student Committee
Institutional Safety Committee

The College reserves the right to implement new committees; the parties shall jointly assign a priority level to any new committees. The College shall determine the required goals and missions for or of a committee. The nature of the committee shall determine whether the committee meets before, during and/or after the scheduled school semester (e.g., Middle States) and the committee shall determine its own schedule. A faculty member may be subject to discipline for failure to attend committee meetings and/or participate in the faculty member's assigned committee duties. General education faculty are required to attend at least one craft advisory council meeting per semester for programs they advise; at the sole discretion of the Vice-President of Academic Affairs, an employee may, upon request, be excused from such meeting. Further, general education faculty attending a craft advisory council meeting may substitute one hour of attendance at such a meeting for one hour of required office hours in the same week.

During the academic year, the College shall reserve Wednesdays, from 11:30 a.m. to 12:30 p.m., as a designated time for committee meetings. This reserved period of time notwithstanding, committees, at the discretion of the members, shall be permitted to meet at any time.

e. Limited Term Instructors

(1) Faculty members on approved sabbatical leave or anticipated to be on approved leave in excess of 55 working days shall be replaced by limited term instructors. Limited term instructors must satisfy all of the College's degree and certification requirements for the course or courses for which they have been hired to teach.

(2) An employee hired pursuant to Section 2(e), herein, who is scheduled to, and actually works, three or more days per week in the same assignment for 55 or more consecutive scheduled days shall be considered a limited term instructor. Except as modified by Section 3, herein, the provisions of the within collective bargaining agreement shall apply to limited term instructors.

(3) An employee hired pursuant to Section 2(e), herein, who is scheduled to, and actually works, less than 55 consecutively scheduled days shall be considered a short term instructor. Short term instructors shall not be considered to be members of the bargaining unit and the terms of the within collective bargaining agreement shall not apply to them.

(4) Limited term instructors shall be paid at the overload rate of pay applicable to regular full time faculty members. Short term instructors shall be paid at the rate of pay applicable to adjunct instructors.

**ARTICLE 6
SICK AND BEREAVEMENT LEAVE**

Section 1. Full-time employees shall be allowed 10 days of sick leave for each academic year. Sick leave shall be earned by an employee for any month in which the employee is in an active pay status for ten or more working days. Employees shall be eligible to take such leave after 30 days of service with the Employer. A sick or bereavement day shall be defined as for every hour of scheduled contact or office hour an employee is on sick or bereavement leave, the employee will be charged with 1.4 hours of leave.

Section 2. Employees shall earn sick leave from their date of hire and there will be no limit on the amount of sick leave an employee may accumulate.

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 academic year for that purpose. Immediate family for the purpose of this Section is defined as the following persons: husband, wife, child, step-child, foster child, parent, brother or sister of the employee. The Employer may require proof of such family sickness in accordance with Section 3 above.

Section 5. Where a family member's serious health condition requires the employee's absence from work beyond 20 days in an academic 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:

<u>Leave Service Credit</u>	<u>Sick Family Allowance</u>
Over 1 year to 3 years	Up to 7 additional days
Over 3 years to 15 years	Up to 15 additional days
Over 15 years to 25 years	Up to 20 additional days
Over 25 years	Up to 26 additional days

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

c. The initial 20 days 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 period and subsequent additional sick family leave period.

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

f. 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 Personal Leave and Sick Leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash.

Section 6. An employee may use up to five days of leave for the death of a parent, spouse, child, brother, sister, step-parent, or step-child, and up to three days of leave for the death of a grandparent, step-grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-grandchild, parent-in-law, grandparent-in-law, aunt, uncle, foster child, step-sister, step-brother, or any other near relative who resides in the same household or any person with whom the employee has made his/her home.

The first three days of leave for bereavement in each academic year shall be charged to bereavement leave. Bereavement leave shall be non-cumulative from academic year to academic year. Any additional leave for bereavement under this Section shall be charged to sick leave.

Section 7. Part-time employees shall be entitled to sick leave on a pro-rata basis.

Section 8. a. Employees who retire shall be paid for their accumulated unused sick leave in accordance with the schedule below if they retire under the conditions set forth in Subsection b.

<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	10

- b. Eligibility for payment of benefits under Subsection a. is as follows:
 - (1) Superannuation retirement with at least five years of credited service in the State and/or Public School Retirement Systems. For purposes of this Subsection, superannuation under TIAA-CREF shall be 60 years of age with at least five years of state and/or public school service, or
 - (2) Disability retirement which requires at least five years of credited service in the State and/or Public School Retirement Systems. For purposes of this Subsection, a retirement under TIAA-CREF shall be considered disability if the retiree is found eligible using the procedure established in Appendix J or
 - (3) Other retirement, including retirement under TIAA-CREF, with at least 25 years of credited service in the State and/or Public School Retirement Systems.
- c. Such employees shall not be paid for part days of accumulated sick leave.
- d. None of the benefits provided for in this Article are to be construed as payable as a death benefit.
- e. No payments under this Section shall be construed to add to the credited service of the retiring member or to the retirement covered compensation of the member.

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 academic 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.

SICK LEAVE BANK

Section 10. Bargaining unit members may donate sick to a designated permanent employee at the College who has used all accrued and anticipated paid leave for the current leave calendar year. The leave is to be used for the recipient's own catastrophic or severe injury or illness or for the catastrophic or severe injury or illness of a family member. The leave also may be used as bereavement leave if the employee's family member dies and the employee has no accrued or anticipated sick leave available, subject to any limitations in Article 6.

Section 11. Recipients

- a. Recipients must be permanent employees in the College's PSEA bargaining unit.

b. Family member is defined as a husband, wife, domestic partner, child, step-child, foster child, or parent of the employee or any other person qualifying as a dependent under IRS eligibility criteria or the child of the employee's domestic partner.

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

d. A severe illness or injury must also be documented on the Commonwealth's Medical Condition Certification to Receive Leave Donations Form.

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

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

- (1) For an employee's own catastrophic or severe injury or illness, all accrued sick, personal, and compensatory leave and all anticipated sick leave for the current leave calendar year must be used.
- (2) For the catastrophic or severe injury or illness of a family member, all accrued sick, personal, and compensatory leave and all anticipated sick leave for the current leave calendar year must be used. All five days of sick family leave and any additional sick family leave for which the employee is eligible must be used.

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

h. The recipient's entitlement to leave under the Family and Medical Leave Act will be reduced, where applicable, by donated leave that is used. Entitlements to sick leave without

pay (for an employee's own illness) or family care leave without pay (for a family member's illness) will also be reduced.

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

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

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

Section 12. Donors

a. A donor may voluntarily donate sick leave to an employee at the College 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, but not more than five days can be donated to any one employee in the same leave calendar year. The donor's sick leave balance after donation cannot be less than the equivalent of five workdays of leave.

c. The donation is effected by the completion and submission of a Request to Donate Leave to the Human Resource's Office. Leave is deducted from the donor's sick 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 the provisions 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 any limitations in Article 6.

Section 13. The provisions of this Article are not grievable under Article 18 of this Agreement.

Section 14. 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 of service with the Employer.

Section 2. 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 3. 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 ten days, except in the case of requests for sabbatical leave, which will be administered in accordance with Section 2 of Article 11, Sabbatical Leave.

Section 4. 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.

Section 5. Partial and Full Day Closings

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

**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 through 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, Workers' Compensation Appeal Board, State Civil Service Commission and Pennsylvania Human Relations Commission. Evidence of such duty in the form of a subpoena or other written notification shall be presented to the employee's immediate supervisor as far in advance as practicable.

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, civil air patrol duties or emergency management rescue work during a fire, flood, hurricane or other disaster, shall be granted leave with pay subject to management's responsibility to maintain efficient operations.

b. Volunteer participation in firefighting activities, civil air patrol duties or emergency management rescue work shall require the prior approval of the President or his designee. 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
PARENTAL LEAVE/FAMILY MEDICAL LEAVE ACT (FMLA) LEAVE**

Employees shall be eligible for parental leave as follows:

Section 1. General

a. After completing one work year of service, all permanent employees of the Employer who become parents through childbirth or formal adoption or placement of a child with an employee for foster care shall be granted up to six months of parental leave without pay with benefits upon request, on a rolling twelve month year basis, provided the employee has at least 1250 hours of work time within the twelve months preceding the commencement of the leave. In

accordance with the provisions of the Family Medical Leave Act, permanent, full-time employees are deemed to meet the 1250 hour test unless the Employer can clearly demonstrate that the employee did not work 1250 hours during the previous twelve months in which case, the employee would not be eligible for FMLA leave. Leave under this Section may be approved on an intermittent or reduced-time basis during the first twelve weeks of absence. After twelve weeks of absence, whether taken intermittently, on a reduced-time basis, or continuously subsequent leaves in the rolling twelve month year shall not be approved for periods less than two consecutive weeks.

b. One aggregate six month entitlement of leave without pay with benefits will be provided for parental leave without pay used under Section 1.a., sick leave without pay used under Article 14, Section 3.a., and family care leave without pay used under Article 35, Section 1. Leave used under these Articles will be deducted from the six month entitlement and run concurrently.

c. After the employee has used an aggregate of six months of leave without pay with benefits under this Section, Article 14, Section 3.a., and/or Article 38, Section 1, the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six month entitlement under the rolling twelve month year, provided that the employee has at least 1250 hours of work time within the twelve month period preceding commencement of the leave.

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

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

Section 2. Granting Leave

a. An employee shall submit written notification to the immediate supervisor, stating the anticipated duration of the leave, at least two weeks in advance if circumstances permit. Parental leaves shall begin whenever employees request on or after the birth, adoption or foster care placement. However, it may be used prior to the date of custody or placement when required for adoption or placement to proceed. No parental leave shall be granted beyond one year from the date of birth or of assuming custody of an adopted child or of placement of a foster child.

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

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

Section 3. Reemployment

a. During the first six months of absence under Section 1.a. of this Article, an employee shall have the right to return to the same position in the same classification held before going on parental leave, or to an equivalent position with regard to pay and skill.

During any extension period, under Section 1.d. of this Article, the employee, upon written request to return to work, shall be offered a position in the same classification for which a vacancy exists and which the agency intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the six-month period, any position in the same classification or a position previously held, within the same geographical/organizational limitation for which a vacancy exists 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 previously held, the employee will be offered a position in the same classification if there is a vacancy in that classification during the remainder of the six-month period, provided the agency intends to fill the position.

b. The employee's anniversary date shall be extended in accordance with the provisions of the Commonwealth's Personnel Rules (relating to leave without pay).

Section 4. Seniority Rights

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

Section 5. Sick, Personal and Compensatory Leave

An employee shall be required to use all accrued paid sick leave for the period that she is unable to work as certified by a physician upon commencement of parental leave without pay. Such sick leave used will run concurrently with and reduce the six month entitlement to leave without pay with benefits. Employees shall not be required to use personal or compensatory leave upon the commencement of leave without pay; however, if personal leave is used, it also will run concurrently with and reduce such entitlement. Unused leave shall be carried over until return. An employee shall not earn sick or personal leave while on parental leave without pay.

Section 6. Benefits

College payments toward coverage for health benefits and state-paid coverage for life insurance provided in Articles 25 and 26 will continue for the period of time the employee is on parental leave without pay with benefits under Section 1.a. of this Article.

Section 7. Guidelines established by the Secretary of Administration regarding parental leave are published through the Directives Management System (Reference Management Directive 520.2). Guidelines regarding State-paid benefits while on parental leave are published through the Directives Management System (Reference Management Directive 530.4).

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

Section 9. Effective with the beginning of the 2017 leave calendar year, Sections 1 through 8 of this Article shall expire and be replaced by the provisions of Sections 10 through 17 of this Article.

Section 10. 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.

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 10.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 10.a. of this Article applies. When the employee does not meet eligibility requirements for leave under Subsection 10.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 11. 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 12. 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 10.a. and the first 14 weeks of leave as described under Section 10.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 10.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 10.a. and the first 14 weeks of leave under Section 10.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 10.a. and the first 14 weeks of leave under Section 10.c.) are in accordance with Subsection b.

Section 13. 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 10.a., and during the extension period under Section 10.c.

Section 14. Annual, Sick, and Compensatory 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 or compensatory leave upon the commencement of FMLA leave, except as provided for in Subsection 10.f. of this Article. If any paid leave is used, it will run concurrently with and reduce the entitlements under Sections 10.a. and 10.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.

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 6; 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 10.c. of this Article.

Section 15. Benefits

a. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Articles 25 and 26 will continue during FMLA leave under Section 10.a. and for the benefit-eligible period of leave under Section 10.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 26, Section 3.

Section 16. 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.

Section 17. 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 10 of this Article, it is agreed that the health and life insurance entitlements outlined in this Article will not be diminished.

**ARTICLE 11
SABBATICAL LEAVE**

Section 1. In accordance with the Public School Code of 1949, Sabbatical Leaves of Absence, 24 P.S. § 11-1166 and 24 P.S. § 11-2665.1, an employee may, subject to the approval of the Employer, be granted a leave of absence for restoration of health, study, travel or other appropriate purposes.

Section 2. Under normal circumstances applications for sabbatical leave shall be made in accordance with the following procedure. The application for sabbatical leave should be received by the institution no later than December 31 in the academic year prior to the start of the academic year during which the sabbatical leave is sought. Requests for sabbatical leave shall be answered within 10 work days of December 31 by the President with all other statutory answers acted on within three months. In no event shall an application be denied as untimely submitted or a sabbatical leave be refused for the current or prospective academic year where the statutory minimum number of sabbatical leaves has not yet been granted even though that application was received after December 31 of the academic year prior to the academic year for which the sabbatical leave is being sought.

**ARTICLE 12
PERSONAL LEAVE DAYS**

Employees shall be eligible for three personal leave days without loss of pay, during each academic year, which may be used for any purpose at the discretion of the employee. An employee planning to use a personal day shall notify his/her immediate supervisor at least two days in advance of his/her absence. No more than two employees shall be absent on the same

day unless approved by the President. Personal leave shall be taken in not less than one (1) hour increments.

In case of emergency, the requirement of two days advance notice may be waived at the discretion of the President. Such waiver of notice shall not be unreasonably denied.

Employees may accumulate unused personal leave to a maximum of three days. Any unused personal leave in excess of three days will be transferred to the employee's sick leave balance.

Effective as soon as practically and legally possible thereafter, 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 Personal Leave and Sick Leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash.

ARTICLE 13 OUT-SERVICE TRAINING

Section 1. In accordance with the Commonwealth's Personnel Rules, Chapter 11, employees shall, subject to the approval of the President, 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 12 credit hours in any continuous 12 month period. Such 12 month periods shall coincide with the academic year. Reimbursement for such courses shall be in accordance with past practice.

a. The Employer agrees to continue the tuition reimbursement fund 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. The fund will also reimburse vocational instructors 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. The amount available in the tuition reimbursement fund will be \$25,000.00 for each contract year. Full-time employees hired on or after September 1, 2015, who have not yet obtained their Bachelor's degree shall not be eligible to utilize the tuition reimbursement fund for costs related to courses for or related to obtaining such degree.

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 President and will be in accordance with procedures established by the College, as amended. The Employer will respond to requests for approval of courses at the local level within 15 working days from the date all required employee forms have been received by the Employer.

(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 contract 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 academic year. If any tuition reimbursement funds are still available after April 15, the Employer may make additional reimbursements up to a total of twelve credits per employee.

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. After completing one work year of service, permanent employees shall be granted, upon written request, up to six months of sick leave without pay with benefits, on a rolling twelve month year basis, provided the employee has at least 1250 hours of work time within the twelve months preceding the commencement of the leave. In accordance with the provisions of the Family Medical Leave Act, permanent, full-time employees are deemed to meet the 1250 hour test unless the Employer can clearly demonstrate that the employee did not work 1250 hours during the previous twelve months in which case, the employee would not be eligible for FMLA leave. If the illness or disability is due to a serious health condition as defined by the Family and Medical Leave Act, leave shall be granted for less than two consecutive weeks. The request, which shall be submitted in advance of the leave if circumstances permit, shall include proof of illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return. If requested and properly documented as medically necessary, leave under this Section shall be approved on an intermittent or reduced-time basis during the first twelve weeks of absence per rolling twelve month year. After twelve weeks of absence, whether taken intermittently, on a reduced-time basis, or continuously, subsequent leaves in the rolling year shall not be approved for periods of less than two consecutive weeks.

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

b. One aggregate six month entitlement of leave without pay with benefits will be provided for sick leave without pay used under this Section, parental leave without pay used under Article 10, Section 1.a., and family care leave without pay used under Article 38, Section 1. Leave used under these Articles will be deducted from the six month entitlement and run concurrently.

c. After the employee has used an aggregate of six months of leave without pay with benefits under this Section, Article 10, Section 1.a., and/or Article 38, Section 1, the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six month

entitlement under the rolling twelve month year, provided that the employee has 1250 hours of work time within the twelve month period preceding commencement of the leave.

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

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

Section 4. Upon request of the employee, an extension of up to an additional six months of leave without pay shall be granted provided the employee provides proof of continuing illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return. The extension shall be without benefits and shall be contiguous to the termination of the initial six months of leave without pay with benefits. It shall not be used on an intermittent or reduced-time basis. Upon certification from the employee's doctor that the employee is able to return to work, the employee shall be offered a position in the same classification and seniority unit for which a vacancy exists and which the agency intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the six-month period, any position in the same classification or a position previously held, within the same geographical/organizational limitation as the seniority unit, for which a vacancy exists 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 previously held, the employee will be offered a position in the same classification if there is a vacancy in that classification during the remainder of the six-month period in the seniority unit, provided the agency intends to fill the position.

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

Section 5. Upon the expiration of any approved leave of absence without pay, except as provided in Section 4 above, Article 10, Section 3, and in Article 38, Section 5, the employee is entitled to return to a position in the same or equivalent classification within the agency subject to the furlough provisions of Article 31, Seniority.

Section 6. It is understood by both parties that the provisions of Sections 3, 4 and 5 are consistent with the Family and Medical Leave Act of 1993, 29 U.S.C. Sections 2601, et seq.

Section 7. State payments toward coverage for health benefits and state-paid coverage for life insurance as provided in Articles 25 and 26 will continue for the period of time the employee is on sick leave without pay with benefits under Section 3 of this Article.

Section 8. Sections 3 through 7 of this Article become effective January 1, 2009. Absences occurring before January 1, 2009 shall be covered by the provisions of Article 14, Leaves of Absence Without Pay, of the Agreement between the Commonwealth of

Pennsylvania and PSEA, NEA, Local Association at Thaddeus Stevens College of Technology effective August 16, 2004 through August 15, 2007. Absences on December 31, 2008, and continuing on or after January 1, 2009, shall remain covered by the provisions of the August 16, 2004 through August 15, 2007 Agreement until those benefits are exhausted or the employee returns to work, whichever occurs first.

Section 9. Effective with the beginning of the 2017 leave calendar year, upon the expiration of any approved leave of absence without pay, except as provided in Article 10, Section 12, 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 31, Seniority.

Section 10. Effective with the beginning of the 2017 leave calendar year, Sections 3 and 4 of this Article shall expire, and be replaced by the provisions of Article 10, Sections 10 through 17, except that employees who commenced a leave under this Article prior to that time shall continue to be governed by the provisions of this Article at the time their leave commenced.

ARTICLE 15 SALARIES

Section 1. Effective August 16, 2015 and August 16, 2016, employees will continue to be paid in accordance with the ED Pay Schedule as reflected in Appendix A.

Section 2. Effective February 1, 2017, each employee covered by the Agreement who is in an active pay status shall be paid in accordance with the 2016-2017 ED Pay Schedule in Appendix B.

Section 3. a. Each permanent full-time employee covered by this Agreement who is in an active pay status and who receives his/her academic annual salary over 22 pay periods shall receive a general pay increase of two and one-quarter percent (2.25%), effective on the first day of the 12th pay period in the 2015 – 2016 contract year.

b. Each permanent full-time employee covered by this Agreement who is in an active pay status and who receives his/her academic annual salary over 26 pay periods shall receive a general pay increase of two and one-quarter percent (2.25%), effective on the first day of the 14th pay period in the 2015 – 2016 contract year.

c. Each permanent full-time employee covered by this Agreement who is in an active pay status and who receives his/her academic annual salary over 22 pay periods shall receive a service increment of one step, effective on the first day of the 12th pay period in the 2016 – 2017 contract year.

d. Each permanent full-time employee covered by this Agreement who is in an active pay status and who receives his/her academic annual salary over 26 pay periods shall receive a service increment of one step, effective on the first day of the 14th pay period in the 2016 – 2017 contract year.

e. The general pay and service increment increases in Sections (a.), (b.), (c.) and (d.) above, are reflected on the 2015 – 2016 and 2016 – 2017 ED Pay Schedules in Appendix B.

f. Each permanent full-time employee covered by this Agreement who is in an active pay status and who is at the maximum step of their Educational Level on the first day of the 12th pay period or the 14th pay period 2016-2017 contract year shall remain at their current step and shall be paid in accordance with the 2016-2017 ED Pay Schedule in Appendix B.

g. The criteria for Education Levels are defined by the attached Appendix H.

Section 4. a. Each permanent full-time employee covered by this Agreement who is in an active pay status shall receive a service increment of one step, effective on February 1, 2018, for the 2017-2018 contract year.

b. The service increment increases in Sections a, above, is reflected on the 2017-2018 ED Pay Schedule in Appendix C.

c. Each permanent full-time employee covered by this Agreement who is in an active pay status and who is at the maximum step of their Educational Level on February 1, 2018, shall remain at their current step and shall be paid in accordance with the 2017-2018 ED Pay Schedule in Appendix C.

d. The criteria for Education Levels are defined by the attached Appendix H.

Section 5. a. Each permanent full-time employee covered by this Agreement who is in an active pay status shall receive a service increment of one step, effective on February 1, 2019, for the 2018-2019 contract year.

b. The service increment increases in Sections a., above, is reflected on the 2018-2019 ED Pay Schedule in Appendix D.

c. Each permanent full-time employee covered by this Agreement who is in an active pay status and who is at the maximum step of their Educational Level on February 1, 2019, shall remain at their current step and shall be paid in accordance with the 2018-2019 ED Pay Schedule in Appendix D.

d. The criteria for Education Levels are defined by the attached Appendix H.

Section 6. a. Employees hired on or after August 11, 1990 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 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. In order for an employee to become eligible for a salary increase or a horizontal move along the salary schedule, they first must have earned the minimum number of approved credits in a dedicated program of study or with prior approval by the College. 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 purposes 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 in technologies, including workshops and seminars supporting an employee's area of teaching responsibilities, 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.

Section 7. An employee on educational leave or leave without pay shall, upon return to active status, be placed on the pay schedule by the President in accordance with Section 6.a. and shall be entitled to the annual service increments or pro-rated cash payments provided for in Sections 3, 4 and 5 of this Article, where applicable.

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. An employee may elect to receive his/her academic annual salary over 22 or 26 pay periods.

Section 10. If more than three preparations are assigned to an academic instructor, the Commonwealth will pay \$400.00 for each discrete course title and number over three.

Section 11.

a. All full-time instructor positions as of August 2012, will not be permanently replaced with adjunct instructors, however, all new classes, positions and programs may be filled with either full-time instructors or adjunct instructors using the following procedure:

(i) qualified full-time faculty members shall be given the first opportunity to fill adjunct teaching positions. If the College determines that there are no qualified full-time faculty members available for any given course, the College may fill the position with adjunct instructors. A full-time faculty member may teach up to a maximum of seven (7) overload credits per semester. Full-time faculty members shall be paid their then current academic hourly rate for time spent teaching overload courses pursuant to this Article 15, Section 10.

b. Adjunct instructors may be scheduled for up to three classes, for a total of twelve (12) credits per semester.

c. With the exception that up to five adjunct faculty members may participate in Middle States Accreditation activities, instructors in this category will not perform committee work or hold office hours. They will be primarily used to assist full-time instructors in supervising work site activities and ensuring safety, providing supplemental classroom instruction, and providing instruction in the full-time instructor's absence. They may also be used to teach additional courses when full-time instructors are not available or unable to teach a particular course either during the regular school day, in the evening or during summer school. Adjunct instructors participating in Middle States Accreditation activities as contemplated herein shall be entitled to payment of \$500 for each full academic year of participation in the same.

d. Adjunct Instructors will be paid for each hour of instruction an hourly rate as calculated from the current year's applicable Instructional Tenured Pay Schedule based on complete years of experience and educational background or \$35 per hour, whichever is greater.

e. Notwithstanding the provisions of Article 25, Section 3, instructors in this category will not accrue seniority, will not be entitled to any rights to full-time positions and will not be entitled to any benefits.

f. Adjunct instructors may be furloughed whenever management determines that the need no longer exists for any or all positions or for fiscal reasons; and incumbents will be furloughed before any full-time instructors.

Section 12. a. Overload payment will be made for the following (except that overload payments shall not be made for distance learning program classes that are part of a faculty member's regular course load scheduled after 4:00 p.m., on Fridays or anytime on weekends):

- (1) Assigned student instructional contact or credit hours in excess of those outlined in Article 5, Section 2a. and b.
- (2) For academic and vocational faculty hired prior to January 1, 1991, assigned student instructional contact hours prior to 8:00 a.m. or beyond 4:00 p.m. Monday through Friday.
- (3) For academic and vocational faculty hired on or after January 1, 1991, assigned student instructional contact hours prior to 7:00 a.m. or beyond 10:00 p.m. Monday through Thursday and beyond 4:00 p.m. Friday.
- (4) Assigned student instructional contact hours on Saturday or Sunday.

b. When overload is offered, first consideration shall be given to the members of this unit who have volunteered and who have the qualifications and experience to do the work planned. In the event sufficient qualified and experienced volunteers are not obtained, adjunct faculty may be employed. Overload assignments will be posted for 10 working days.

c. Overload payment for faculty members will be made as part of the faculty member's regular pay. The amount paid shall be based upon the regular number of contact hours for each course calculated at the faculty member's regular hourly rate of pay or \$40.00 per contact hour whichever is greater.

d. There will be no pyramiding of overload pay (An instructor will not be eligible for payment for preparation in excess of three if that instructor is receiving overload pay for the same discrete course title and number).

Section 13. All employees will be required to sign up for direct deposit of paychecks.

ARTICLE 16 EXTRACURRICULAR ACTIVITIES

Section 1. Effective the first full pay period of the 2015-2016 school year, salaries for extracurricular activities shall be paid in accordance with Appendix E.

Section 2. Extracurricular activities shall be established at the sole discretion of the Employer for periods of time the Employer deems necessary. In addition, the selection of employees to direct such activities will be determined by the Employer with the incumbent having no guarantee of continued assignment in a particular activity.

ARTICLE 17 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. The Association shall be notified by the Employer of any demotion, suspension, discharge or any other disciplinary action.

Employee appeals concerning demotions, suspensions, discharges or any other disciplinary action, shall be processed in accordance with the Grievance and Arbitration procedures as outlined in Article 18.

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.

ARTICLE 18 GRIEVANCES AND ARBITRATION

Section 1. Where an employee has the right to process a grievance through either the procedure provided herein or through the Americans with Disabilities Act grievance procedure and files an appeal through the ADA, 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 ADA grievance procedure is withdrawn by the employee or not accepted by the ADA grievance committee within fifteen (15) calendar days of the date of the occurrence of the action giving rise to the grievance, the processing of a contract grievance filed within the time limits set forth in Section 2, Step 1 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 Office of the Academic Vice-President within fifteen (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. The Academic Vice-President or his designee will respond in writing within fifteen (15) calendar days of receipt of the Step 1 grievance.

STEP 2. If the grievance remains unresolved after Step 1, the employee may submit a written request for a meeting on the grievance to the Office of the President within fifteen (15) calendar days of the date on which he or she receives the Step 1 grievance response, which meeting shall be held within thirty (30) calendar days. The President or his designee shall provide the employee with a written response to the grievance within fifteen (15) calendar days of the date of the meeting.

STEP 3. If the grievance remains unresolved after Step 2, within fifteen (15) calendar days after the President or his designee gives his answer, the bargaining representative may appeal the grievance by requesting, in writing, that the Pennsylvania State Bureau of Mediation submit a list of arbitrators (who shall all be members of the National Academy of Arbitrators) to the College and the Association. The parties shall reply with their preferred selections in accordance with the rules of the Pennsylvania State Bureau of Mediation.

The cost of the arbitration and the arbitrator's fee shall be borne equally by the parties. The arbitrator shall not have jurisdiction to add to, modify, vary, change or remove any terms of this agreement. 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.

All of the time periods in the Article are mandatory and may only be extended by prior mutual written agreement of the parties.

If an employee does not advance a grievance from one step to the next within the time limits contained in this Article, the grievance shall be deemed resolved in favor of the Employer.

If the Employer fails to respond to a grievance during any step of the process, the grievance shall be deemed denied, and the employee may proceed to the next step in the grievance arbitration. If the Employer fails to answer a grievance in the time provided, the time for an employee to advance a grievance to the next step in the process shall commence on the first calendar day after the final date on which the Employer was required to respond to the grievance.

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. 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 Employee 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 personal 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 (5) working days in advance.

Section 4. Tenured Teachers

Tenured teachers have the right to pursue procedures for challenging dismissals (discharges) either through the grievance and arbitration procedure contained in this Article or the procedures established by the Public School Code of 1949. In the event that a tenured teacher decides to proceed with the School Code procedures for the challenging of a dismissal, all grievance proceedings provided for in this Article shall cease as they pertain to that dismissal. However, the processing of other alleged contractual violations shall go forward.

Non-Tenured Teachers

Non-tenured teachers may elect to process a dismissal appeal through this contract grievance procedure, however, such dismissal appeals are not subject to the arbitration (Step 3) provisions of this Article.

Year-End Grievance

In the event a grievance is filed at such time that it cannot be processed by the procedures outlined above by the end of the academic year, the parties shall, by mutual agreement, either hasten the grievance procedure by shortening the time periods between the procedural steps or continue the grievance procedure beyond the academic year to conclusion and decision.

**ARTICLE 19
TRAVEL EXPENSES**

Section 1. Travel expenses shall be paid in accordance with the Commonwealths 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. In the event the General Services Administration changes its present policy of paying a flat automobile mileage allowance, the parties agree to negotiate concerning changes to the mileage allowance under this Section.

Section 2. The Employer agrees to provide the employee representative with a copy of any amendment to the Travel Expense Regulations which is 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.

**ARTICLE 20
VACANCIES AND TRANSFERS**

Section 1. The Employer agrees to post any vacancies that are to be filled at least 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 College right and prerogative.

Section 2. For informational purposes, the Employer agrees to post extracurricular activity vacancies that are to be filled.

Section 3. During the period that school is not scheduled, the Employer agrees to mail, along with an employee's paycheck, a copy of the postings referred to in Sections 1 and 2.

Section 4. 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.

Section 5. An arbitrator will be prohibited from issuing a monetary award under this Section.

ARTICLE 21 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. 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 22 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 College shall:

- a. Publicly disavow such action by the employees.
- b. Advise the College 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 College 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 College will not engage in any lockout during the life of this Agreement.

ARTICLE 23 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 preference, AIDS or HIV status, or political affiliation,

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. Ratings, 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. Faculty meetings scheduled and conducted after the established faculty work day at the institution of employment are mandatory for faculty attendance up to a maximum of two per semester, if needed. Such meetings shall be of one hour duration and shall commence at the end of the faculty work day.

Section 9. 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 10. The Employer may contract out bargaining unit work provided it does not result in the furlough of employees.

Section 11. The College and the Association agree that they will form a committee to review the Commonwealth policies referenced in Articles 7, 8, 10, 13 and 19 for the purpose of tailoring the existing Commonwealth policies to create policies that are specific to the College and the Association.

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

ARTICLE 24 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 25
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 the Union 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 amounts indicated below on behalf of each permanent full-time employee eligible for benefits and covered by this Agreement effective on the first pay date in July for the fiscal years specified below:

July 2015 – June 2016	\$455 biweekly per employee
July 2016 – June 2017	\$455 biweekly per employee
July 2017 – June 2018	\$473 biweekly per employee
July 2018 – June 2019	\$486 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 next succeeding months of projected claims and expenses. Reserve is calculated as the ending fund balance, meaning the net amount of funds on hand as of the close of any given month. Fund revenues are to be adjusted to reflect the relevant cash amounts that should have been or are to be received or collected by the Fund under the agreement. Fund expenses are to be adjusted for any expense which should have been paid for the period. At each bimonthly meeting of the Board of Trustees, the Fund's actuary will present their financial projection to the Finance Committee including a report that will show the projected reserve level at the end of the succeeding 24 months, or through the end of the current agreement if this latter period is less than 24 months. The report will concisely state the assumptions and factors used in making these projections.

The report will be available to all trustees of the Fund. If the average amount of the projected reserve for any future quarter (e.g. July-September) is less than a three 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 months will be considered the “target date” for additional funding;

2. At least six 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 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 10 calendar days prior to the target date.

4. If either the Chairman of the Board, Secretary of the Board, any four management or any four 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 business days to resolve the dispute and will forward their respective positions and any supporting documentation to the neutral actuary within five business days of such selection. The neutral actuary may communicate and ask questions of the Fund’s actuary provided, however, if such communications occurs, the Finance Committee will have access to the discussions.

5. The neutral actuary shall render a decision within 30 calendar days of the receipt of said positions/documentation, which decision will be final and binding on the parties and must be implemented within 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 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 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 paragraphs c. and d. above.

Section 2. The provisions of Sections 3 through 7 shall be modified to the extent the medical plan benefits, supplemental benefits and other benefits as determined and extended by the Fund and/or the Retired Employees Health Program are modified for current and/or future employees and annuitants as provided for in Section 1 (employees) and/or Section 6 (annuitants) of this Article, respectively.

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

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

July 2015 – June 2016	5.0%
July 2016 - June 2017	2.0%
July 2017 - June 2018	2.25%
July 2018 - June 2019	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 assessed a surcharge if the employee and his/her qualifying dependents, as determined by the Trustees, do not 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 and making determinations whether an employee will be assessed the surcharge for not fulfilling the Get Health Program requirements.

(1) Effective July 2016 through December 2016, the surcharge shall be three (3) percent of the employee's biweekly gross base salary, which is in addition to the contribution set forth in Section 3(a) above. Biweekly gross base salary as used throughout this Article excludes premium or supplemental payments such as overtime, shift differentials, higher class pay, etc.

(2) Effective January 2017, the surcharge, which is in addition to the contribution set forth in Section 3(a) above, is an amount equal to 30% of biweekly premium for self-only coverage under the PEBTF least expensive plan (as defined by EEOC Regulations) as determined by the Fund Trustees.

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 month reserve of projected claims and expenses has been achieved and will be maintained for at least six 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 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 month basis by the Fund's actuary. If the actuary certifies that the amount of the reserve has dropped below the three 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 10, Article 14, Article 27 or Article 38 may continue to receive benefits as described in those articles and as determined and extended by the Fund. Permanent employees who are granted injury leave (paid and unpaid) may continue to receive benefits as determined and extended by the Fund for up to 12 months or, if only paid leave is used, beyond 12 months until the paid leave is exhausted.

b. Permanent employees who are granted leave without pay during the summer and who are expected to return to active service at the beginning of the following school year may continue to receive benefits as determined and extended by the Fund throughout the summer.

c. The Employer shall continue to make full contributions to the Fund for permanent full-time employees and 50% contributions for permanent part-time employees for the period of time for which those employees are entitled to benefits under 5.a. or b.

d. Permanent employees who are placed on disciplinary suspension without pay for longer than one full pay period or who are granted leave without pay under conditions other than those specified in 5.a. or b. or for periods of time which exceed those specified in 5.a. or b. 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.

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

Section 5. Spousal Eligibility

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

b. For employees hired before August 1, 2003: Effective October 1, 2003, if the spouse of an employee covered by any PEBTF health plan also is eligible for coverage under another employer's plan(s), the spouse shall be required to enroll in each such plan, provided that the plan in question does not require an employee contribution by the spouse or the spouse's employer does not offer an incentive to the spouse not to enroll. Once covered by another employer's plan, that plan will be the spouse's primary coverage, and the PEBTF plan will be secondary.

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

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

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

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

The annual retiree contribution rate during the term of this 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 annuitants who retire under (1), (2), (3), (4) or (5) below and who have elected REHP coverage:

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

However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the Retired Employees Health Program prior to the most recent rehire period, this three year requirement will not apply.

For purposes of this Subsection, superannuation under TIAA-CREF shall be 60 years of age.

- (2) Disability retirement, which requires at least five years of credited service in the State and/or Public School Retirement Systems, except that, if an employee had previously qualified based on an approved disability retirement, then returns and retires under a normal or early retirement, he or she must retire at or after superannuation age with 15 or more years of credited service (20 or more years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems or 25 years of credited service in the State and/or Public School Retirement Systems (For purposes of this Subsection, retirement under TIAA-CREF with at least five years of service as a State employee should be considered as disability retirement if the retiree is granted fully state-paid Retired Employees Health Program (REHP) coverage using the procedure established in Appendix J),
- (3) Other retirement, with at least 25 years of credited service in the State and/or Public School Retirement Systems except that an employee who leaves State employment, is subsequently rehired and retires must have at least 25 years of credited service in the State and/or Public School Retirement Systems with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the REHP, prior to the most recent rehire period, this three year requirement will not apply.
- (4) All employees who had at least 15 years of credited service as of June 30, 2008, or who had 13 years of credited service and were within one year of superannuation age as of June 30, 2008, whether it had been purchased as of that date or was eligible to be purchased as of that date, shall be eligible to elect REHP coverage upon reaching superannuation age with 15 years of credited service rather than 20. The three year rehire rule will not apply to such employees.
- (5) For purposes of eligibility for REHP coverage under this Section, credited service earned on or after July 1, 2007, will be limited to service as a Commonwealth employee which otherwise counts as credited service under the State and/or Public School Retirement, TIAA-CREF or other approved retirement systems' rules in effect from time to time. Employees hired on or after July 1, 2007 who have earned credited service under the State and/or Public School Retirement, TIAA-CREF or

other approved retirement systems' rules with another employer will not have that service counted for purposes of eligibility for REHP coverage, unless they were employed by the Commonwealth prior to July 1, 2007. If it is determined by the State and/or Public School Retirement Systems that a Commonwealth employee is eligible for additional credited service for military service, such credited service will be included in the determination of eligibility for REHP coverage. The phrase "Commonwealth employee" shall be limited to service earned through an employing agency eligible to participate in the Commonwealth's Life Insurance Program.

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

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

ARTICLE 26 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 the amount will be reduced 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 27, and Article 38 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.

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

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 will be \$40,000 unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976.

ARTICLE 27 WORK RELATED INJURIES

Section 1. An employee who sustains a work-related injury during the term of this Agreement, as a 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 personal leave or injury leave without pay. While using accumulated leave, the employee will be paid a supplement to workers' compensation of full pay reduced by an amount that yields a net pay, including workers' compensation and social security disability benefits, that is equal to the employee's net pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, state, and local withholding, unemployment compensation tax, and social security and retirement contributions. One full day of accumulated leave will be charged for each day the supplement is paid. Accumulated leave and injury leave without pay may be used for an aggregate of 12 months or for the duration of the disability, whichever is the lesser, except that, if only accumulated leave is used, it may be used beyond 12 months until exhausted or until the disability ceases, whichever occurs sooner. In no case, however, will the aggregate of 12 months extend beyond three years from the date the injury occurred. If no leave is available under this Section, the provisions of Section 10 may apply.

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

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

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

Section 4. At the expiration of the leave under Section 1, if an employee continues to receive workers' compensation, the employee will be terminated in accordance with the Public School Code of 1949.

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

Section 6. State-paid coverage for life insurance, hospital and medical insurance and supplemental benefits as provided in Articles 25 and 26, will continue for the period of time that the employee is on leave under Sections 1 and 10.

Section 7. The compensation for disability retirement arising out of work-related injuries shall be in accordance with applicable state law. It is understood that this Section is not applicable to retirement under TIAA-CREF.

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 personal leave for the purpose of continued medical treatment of the work-related injury in accordance with Articles 6 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. 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. If an employee retires under TIAA-CREF, benefits under this Article shall cease.

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 90 days 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 10 shall be designated as leave under the provisions of the Act.

ARTICLE 28
UNEMPLOYMENT COMPENSATION

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

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 Employee Relations Act and constitutes the entire agreement between the parties for the duration of the life of said Agreement; each party waiving the right to bargain collectively 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 22, Peace and Stability, will remain in full force and effect.

Section 5. The College and the Association agree that any posting requirements of documents, notices, agreements, *etc.*, as provided for by the within Agreement, shall be satisfied by the College's posting of such information on an intranet page that is accessible by all bargaining unit members.

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. However, the time that an employee is on approved leave or on suspension will not affect their seniority standing, or the right to accrue seniority. Seniority only accrues at the institution where the employee is employed.

Section 2. The term "unbroken service" as used in Section 1 of this Article shall include length of continuous service in a position covered by this Agreement. The following shall constitute a break in continuous service: absence without leave for 5 consecutive days, resignation, discharge for just cause and retirement. If an employee is returned 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. When the Employer determines that a reduction in force is necessary and the reasons meet the cause for suspension provision of 24 P.S. § 11-1124 of the Pennsylvania Public School Code of 1949, the professional employee suspended will be the least senior employee provided the remaining employees have the necessary certification to teach the remaining subjects or perform the remaining duties. The employee shall be suspended in accordance with 24 P.S. § 11-1125.1 of the School Code and the institution shall realign its professional employees so as to insure that more senior employees are provided with the opportunity to fill positions for which they are certificated and which are filled by less senior employees.

Section 4. Recall lists will be established for suspended employees. Professional employees

will be reinstated in the inverse order of their suspension. A suspended employee may refuse an offer of recall and be passed over; however, they will remain on the recall list in their original position.

Section 5. Suspended employees must annually notify in writing the governing board and the institution of their current address and their intent to accept the same or similar position when offered.

Section 6. No new employee will be hired while there are suspended employees available who are properly certified to fill such vacancies. Additionally, no 'contracting of bargaining unit work will occur while a "suspended" (as defined in the Public School Code) employee is available and properly certified to do the work.

ARTICLE 32 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. In addition, in the case of a course with more than one section that is taught by more than one faculty member, the faculty members shall use the same textbook for all the sections of the course.

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 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 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 arbitration level shall be final and binding.

Section 9. Nothing in this Article shall be construed to mean that a faculty member is not required to enforce the College's student classroom attendance policy.

ARTICLE 33 TENURE

Section 1. Definition: Tenure shall mean the right of a Faculty member to hold his/her position and not be removed from the position except for just cause.

Section 2. a. For employees hired prior to August 16, 2011, there shall be a probationary period of three (3) full Academic Years at the College for each faculty member. During the probationary period, the faculty member shall be observed and evaluated in accordance with the procedures outlined in this contract. The three-year time period used for computing the probationary period must be time spent as a regular, full-time or permanent part-time faculty member.

b. The President of the College shall by October 1 send a notice to all second-year probationary faculty members with a copy to the Vice President for Academic Affairs and the Association notifying the second-year faculty member that he/she is being considered for tenure and should submit a statement of the reasons why the faculty member believes he/she

should be granted tenure to the President no later than December 31. A copy of this information shall be forwarded to the College Faculty Tenure Committee and the Vice President for Academic Affairs who shall evaluate the probationary faculty member in their third full year of probationary teaching. By May 31, the President shall either grant tenure during the probationary faculty members' third year of probationary employment or the probationary faculty members' third year of probationary employment shall be the terminal year of employment.

c. The procedure for granting tenure:

A Faculty Senate Committee of a minimum of five (5) tenured faculty members shall recommend to the President the names of all second-year probationary non-tenured faculty members from the list of candidates supplied by the President whom they consider to be qualified for tenure. The Vice President for Academic Affairs of the college shall make an independent recommendation to the President of the College on each second-year probationary, non-tenured faculty member being considered for tenure. These recommendations shall be completed no later than March 1 and contain the data upon which the recommendations are based. Each applicant for tenure shall have the right to request an appearance before the Committee and the Vice President for Academic Affairs to speak on his/her own behalf before the Committee and the Vice president for Academic Affairs submit their recommendation to the President of the College.

Section 3. a. Subject to the limitations set forth in Section 3, herein, for employees hired on or after to August 16, 2011, there shall be a probationary period of four (4) full Academic Years at the College for each faculty member; the probationary period shall increase to a maximum of five (5) full Academic Years at the College for each faculty member hired on or after September 1, 2015. During the probationary period, the faculty member shall be observed and evaluated in accordance with the procedures outlined in this contract. The time period used for computing the probationary period must be time spent as a regular, full-time or permanent part-time faculty member.

b. The President of the College shall by October 1 of the 4th or 5th academic year (depending on hire date as set forth in Section 3(a), herein), send a notice to all tenure eligible probationary faculty members with a copy to the Vice President for Academic Affairs and the Association notifying the tenure eligible faculty member that he/she is being considered for tenure and should submit a statement of the reasons why the faculty member believes he/she should be granted tenure to the President no later than December 31. A copy of this information shall be forwarded to the College Faculty Tenure Committee and the Vice President for Academic Affairs who shall evaluate the probationary faculty member in their last full year of probationary teaching. By May 31, the President shall either grant tenure during the probationary faculty members' 4th or 5th academic year (depending on hire date as set forth in Section 3(a), herein), of probationary employment or the probationary faculty members' 4th or 5th academic year (depending on hire date as set forth in Section 3(a), herein), of probationary employment shall be the terminal year of employment. In the case of faculty members hired on or after September 1, 2015, for whom the College determines it is appropriate to have a

probationary period of less than five (5) years, the deadlines contained herein shall take place in the last full year of the probationary period.

c. The procedure for granting tenure:

A Faculty Senate Committee of a minimum of five (5) tenured faculty members shall recommend to the President the names of all tenure eligible probationary non-tenured faculty members from the list of candidates supplied by the President whom they consider to be qualified for tenure. The Vice President for Academic Affairs of the college shall make an independent recommendation to the President of the College on each tenure eligible probationary, non-tenured faculty member being considered for tenure. These recommendations shall be completed no later than March 1 and contain the data upon which the recommendations are based. Each applicant for tenure shall have the right to request an appearance before the Committee and the Vice President for Academic Affairs to speak on his/her own behalf before the Committee and the Vice president for Academic Affairs submit their recommendation to the President of the College.

Section 4. The President shall grant tenure effective as of the beginning of the next Academic Year to those faculty members for whom he/she approve tenure.

Section 5. The President shall notify in writing each probationary candidate for tenure either the positive or negative decision made with respect to the granting of tenure. In the event that the President does not grant tenure to a probationary faculty member who has been recommended by the College Tenure Committee, therefore, shall be given to the Faculty Committee and the affected faculty member(s) if requested in writing.

Section 7. Except as provided herein, a faculty member's eligibility for consideration for tenure commences on the employee's first day of employment with the Employer. A faculty member's prior employment by, or tenure with, any other educational institution shall not be factored into the eligibility for tenure timeline outlined in this Article.

ARTICLE 34 PEER EVALUATION

Procedures for faculty evaluation by a committee of their peers shall be established at Thaddeus Stevens College of Technology as reflected in Appendix I.

ARTICLE 35 PROMOTION AND RANK

There shall be a Promotion and Rank System at Thaddeus Stevens College of Technology which is attached as Appendix K. For the 2015-2016 academic year, a total of \$58,000 will be distributed to the faculty in support of this program. For the 2016-2017 academic year, the amount shall be \$66,000. For the 2017-2018 academic year and beyond, the

amount shall be \$74,000. The monies will be distributed based upon rank at the assistant professor level or higher. The Association will work in conjunction with the Promotion and Rank Committee at the beginning of the Fall semester to determine placements and distribution percentages. The Faculty will notify the Thaddeus Stevens College of Technology administration by letter before September 30th setting forth both the placements of current faculty members and the distribution percentages.

The parties agree that the distance learning program side letter agreement, attached as Appendix L, shall be incorporated into the within Agreement.

ARTICLE 36 SUMMER EMPLOYMENT

Section 1. a. Summer contracts may be offered at the discretion of the President or designee. When summer contracts are offered, first consideration shall be given to the members of this unit who have volunteered and who have the qualifications and experience to do the work planned. In the event sufficient qualified and experienced volunteers are not obtained, adjunct faculty may be employed. Summer assignments will be posted for 10 working days.

b. Summer employment assignments will be made on or before May 1.

c. A summer contract shall be offered either as a firm contract or a contingency contract. If a firm contract is offered prior to May 1 and accepted by a faculty member by May 15, it shall be mutually binding. If a contingency contract is offered prior to May 1 and accepted by the faculty member by May 15, the institution may cancel the remainder of the contract at any time before the second class meeting if the number of students is insufficient to cover costs to the institution.

Section 2. Summer School Pay Rates

a. Employees in this bargaining unit who were hired prior to August 16, 2011, and who teach summer school will be paid their then-applicable academic hourly rate per contact hour.

b. Adjunct faculty who were hired prior to August 16, 2011, and teach summer school will be paid their then-applicable academic hourly rate per contact hour.

c. Employees in this bargaining unit or adjunct faculty who were hired on or after August 16, 2011, and teach summer school will be paid their applicable academic hourly rate.

ARTICLE 37 FAMILY CARE LEAVE

Section 1. After completing one year of service, permanent employees shall be granted, upon written request, up to six months of family care leave without pay with benefits, on a rolling twelve month year basis for the purpose of attending to the medical needs of a spouse, parent, son or daughter or other person qualifying as a dependent who has a serious health condition, as defined by the Family and Medical Leave Act, provided the employee has at least 1250 hours of work time within the twelve months preceding the commencement of the leave. In accordance with the provisions of the Family Medical Leave Act, permanent, full-time employees are deemed to meet the 1250 hours test unless the Employer can clearly demonstrate that the employee did not work 1250 hours during the previous twelve months in which case, the employee would not be eligible for FMLA leave. Leave under this Section shall be approved on an intermittent or reduced-time basis during the first twelve weeks of absence per rolling twelve month year. After twelve weeks of absence, whether taken intermittently, on a reduced-time basis, or continuously, subsequent leaves in the rolling twelve month year shall not be approved for periods less than two consecutive weeks.

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

One aggregate six month entitlement of leave without pay with benefits will be provided for family care leave without pay used under this Section, sick leave without pay used under Article 17, Section 5.a., and parental leave without pay used under Article 18, Section 1.a. Leave used under these Articles will be deducted from the six month entitlement and run concurrently.

After the employee has used an aggregate of six months of leave without pay with benefits under this Section, Article 17, Section 5.a., and/or Article 18, Section 1.a., the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six month entitlement under the rolling twelve month year, provided that the employee has at least 1250 hours of work time within the twelve month period preceding commencement of the leave.

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

Section 2. State-paid coverage for health benefits and for life insurance as provided in Articles 25 and 26 will continue for the period of time the employee is on family care leave without pay with benefits under Section 1 of this Article.

Section 3. Upon request of the employee, an extension of up to an additional six months of leave without pay shall be granted provided the employee provides proof of the family member's continuing illness or disability. The extension shall be without benefits and shall be contiguous to the termination of the initial six months of leave without pay with benefits. It shall not be used on an intermittent or reduced-time basis.

Section 4. If eligible for paid sick leave, an employee shall be required to use all paid sick leave upon commencement of family care leave without pay. Such sick leave used will run concurrently with and reduce the six month entitlement to leave without pay with benefits.

Employees shall not be required to use personal or compensatory leave upon commencement of leave without pay; however, if personal leave is used, it also will run concurrently with and reduce such entitlement.

Section 5. An employee shall have the right to return to the same position in the same classification held before going on family care leave, or to an equivalent position with regard to pay and skill for absences under Section 1 of this Article. After commencing the extension period under Section 3 of this Article and upon receipt of a written request to return to work, the employee shall be offered a position in the same classification for which a vacancy exists and which the agency intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the six-month period, any position in the same classification, or a position previously held, within the same geographical/organizational limitation, for which a vacancy exists 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 position previously held, the employee will be offered a position in the same classification if there is a vacancy in that classification during the remainder of the six-month period provided the agency intends to fill the position.

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

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

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

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

Section 8. This Article becomes effective January 1, 2009. Absences occurring before January 1, 2009 shall be covered by the provisions of Article 38, Family Care Leave, of the Agreement between the Thaddeus Stevens College of Technology and the PSEA, NEA, Local Association at Thaddeus Stevens College of Technology August 16, 2004 through August 15, 2007.

Section 9. Effective with the beginning of the 2017 leave calendar year, this Article shall expire and be replaced by the provisions of Article 10 Sections 10 through 17.

ARTICLE 38

TERM OF AGREEMENT AND REOPENER

Section 1. This Agreement shall be effective August 16, 2015, unless otherwise provided herein, and shall continue in full force and effect up to and including August 15, 2020, unless extended by mutual agreement.

Section 2. Any or all of the below listed articles of this Agreement may be reopened for bargaining upon receipt of written notice by either party on or before July 1, 2019:

- Article 6 – Sick and Bereavement Leave
- Article 10 – Parental Leave
- Article 14 – Leaves of Absence Without Pay (Sections 3 and 4)
- Article 15 – Salaries
- Article 25 – Health Benefits
- Article 26 – Life Insurance
- Article 37 – Family Care Leave
- Appendix J - Disability Retirement Determination Procedure For TIAA-CREF Participants

Any articles not reopened for bargaining on or before July 1, 2016 shall continue in full force and effect up to and including August 15, 2020, unless extended by mutual agreement.

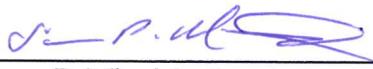
Thaddeus Stevens College of Technology

Thaddeus Stevens College of Technology,
Pennsylvania State Education Association
Local Association at Thaddeus Stevens
College of Technology

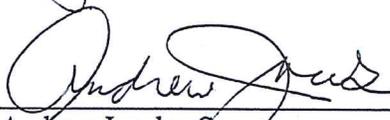

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