

**MEMORANDUM OF
UNDERSTANDING

BETWEEN

COMMONWEALTH OF PENNSYLVANIA

AND

OPEIU HEALTHCARE PENNSYLVANIA, LOCAL 112**

July 1, 2015 to June 30, 2016

TABLE OF CONTENTS

	<u>Page</u>
GENERAL	3
RECOMMENDATION 1, Recognition	3
RECOMMENDATION 2, Union Security	3
RECOMMENDATION 3, Dues Deduction	4
RECOMMENDATION 4, Hours of Work	5
RECOMMENDATION 5, Rest Periods	8
RECOMMENDATION 6, Meal Periods	9
RECOMMENDATION 7, Holidays	9
RECOMMENDATION 8, Personal Leave Days	13
RECOMMENDATION 9, Leaves of Absence	15
RECOMMENDATION 10, Vacations	16
RECOMMENDATION 11, Sick Leave and Bereavement Leave	20
RECOMMENDATION 12, Civil Leave	24
RECOMMENDATION 13, Military Leave	25
RECOMMENDATION 14, Leaves of Absence Without Pay	28
RECOMMENDATION 15, Parental Leave	31
RECOMMENDATION 16, Salaries and Wages	34
RECOMMENDATION 17, Overtime	36
RECOMMENDATION 18, Shift Differential	39
RECOMMENDATION 19, Call Time and Standby Time	39
RECOMMENDATION 20, Life Insurance	40
RECOMMENDATION 21, Health Benefits	41
RECOMMENDATION 22, Work-Related Injuries	49
RECOMMENDATION 23, Classification	52
RECOMMENDATION 24, Discharge, Demotion, Suspension and Discipline	55
RECOMMENDATION 25, Seniority	56
RECOMMENDATION 26, Uniforms, Clothing and Equipment	64
RECOMMENDATION 27, Non-Discrimination	65
RECOMMENDATION 28, Union Business	65
RECOMMENDATION 29, Special and Part-Time Employees	66
RECOMMENDATION 30, Peace and Stability	66
RECOMMENDATION 31, Travel Expenses	66
RECOMMENDATION 32, Personnel Records	67
RECOMMENDATION 33, Equal Employment Opportunity	67
RECOMMENDATION 34, Accelerated Grievance Procedure	67
RECOMMENDATION 35, Consultation	71
RECOMMENDATION 36, Miscellaneous Provisions	72
RECOMMENDATION 37, Working Environment	74
RECOMMENDATION 38, Safety and Health	74
RECOMMENDATION 39, Professional Education Program	75
RECOMMENDATION 40, Successors	78

RECOMMENDATION 41, Preservation of Supervisory Unit Work	79
RECOMMENDATION 42, Family Care Leave	80
RECOMMENDATION 43, Leave Donation Program	83
SIGNATURE PAGE	86
APPENDIX A, PAY SCHEDULE EFFECTIVE JULY 1, 2014	87
APPENDIX B, PAY SCALE GROUPS FOR ALL NURSING AND SUPPORTIVE MEDICAL SERVICES CLASSIFICATIONS	91
APPENDIX C, RULES OF THE ACCELERATED GRIEVANCE PROCEDURE	92
APPENDIX D, DRUG AND ALCOHOL TESTING PROGRAM	97
APPENDIX E, NURSE CERTIFICATIONS	107
APPENDIX F, ADLS SIDE LETTER DATED APRIL 10, 1997	108

GENERAL

This Memorandum of Understanding entered into by the Commonwealth of Pennsylvania, hereinafter referred to as the "Employer," and the OPEIU Healthcare Pennsylvania, Local 112, hereinafter referred to as the "OPEIU," sets forth recommendations mutually agreed upon by the parties concerning wages, hours and other terms and conditions of employment. The parties, through their representatives, have met and discussed matters deemed to be bargainable for other public employees under the Pennsylvania Public Employee Relations Act of 1970 (Act 195) and have agreed to make the following recommendations for the period July 1, 2015 and ending June 30, 2016. The following recommendations are intended to apply only to employees in the first-level supervisory Nursing and Supportive Medical Services unit certified by the Pennsylvania Labor Relations Board.

RECOMMENDATION NO. 1 RECOGNITION

Section 1. OPEIU, formerly the Pennsylvania Nurses Association, is recognized as the exclusive representative for meet and discuss purposes for those first-level supervisory Nursing and Supportive Medical Services employees within the unit included under the certification of the Pennsylvania Labor Relations Board, dated November 30, 1971, more specifically referred to as PERA-R-1206-C and any amendments thereto approved by the Pennsylvania Labor Relations Board.

RECOMMENDATION NO. 2 UNION SECURITY

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

- a. The employee shall send a certified letter return receipt requested of resignation to the headquarters of OPEIU and a copy of the letter to the employee's agency. The official membership card, if available, shall accompany the letter of resignation.
- b. The letter shall be postmarked during the 15 day period prior to the expiration date of this Memorandum and shall state that the employee is resigning membership in the Union and where applicable is revoking check-off authorization.
- c. Employees who have agreed to the deduction of a representation fee on or after the effective date of this Memorandum may revoke such authorization during a period of 15 days prior to the expiration of this Memorandum.

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

Section 3. The payment of dues and assessments while a member or the payment of a representation fee shall be the only requisite employment condition.

Section 4. The Employer shall furnish each new employee with a copy of this Memorandum together with an authorization for dues payroll deduction, provided the Union has furnished the Employer with sufficient copies of the Memorandum containing the authorization for dues deduction.

RECOMMENDATION NO. 3 DUES DEDUCTION

Section 1. The Employer agrees to deduct the Union biweekly membership dues and an annual assessment, if any, only from the biweekly pay of those employees who individually authorize in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement thereof, to the Union by the last day of the succeeding month after such deductions are made. This authorization shall be irrevocable by the employee during the term of this Memorandum except as provided for in Recommendation 2.

In addition, the Employer agrees to deduct a representation fee only from the pay biweekly of those employees in the unit who are not members of the Union and who individually request in writing that such deductions be made. This representation fee shall be irrevocable by the employee during the term of this Memorandum except as provided for in Recommendation 2.

When an authorization to deduct dues or a representation fee is revoked by the employee in accordance with Recommendation 2, the agency shall halt the check-off of dues or the representation fee effective the first full pay period following the expiration of this Memorandum.

Section 2. The employee's written authorization for dues or representation fee payroll deductions submitted hereafter shall contain the employee's name, social security number, agency in which employed, work location (institution, district, bureau, etc.), Union name and local number.

Section 3. The Employer further agrees to deduct a fair share fee from the biweekly pay of all employees in the supervisory unit who are not dues or representation fee paying members of the Union.

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

Section 4. When an employee who has been suspended, furloughed or discharged, is subsequently returned to work with full or partial back pay, the Employer shall, in the manner outlined in Sections 1 and 3 above, resume deducting the Union membership dues, representation fees and fair share fees. Deductions of dues, representation fees and fair share fees will be resumed for an employee who returns to work following a leave of absence without pay or who is recalled from furlough.

Section 5. The Union 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 all actions taken or not taken by the Commonwealth under the provisions of this Recommendation.

Section 6. The Employer shall provide the Union, on a quarterly basis, a list of all employees in the first-level supervisory unit represented by the Union. This list shall contain the employee's name, social security number, address, agency in which employed, class code, work location (institution, district, bureau, etc.) and whether the employee is a dues paying member, representation fee paying member or fair share fee payer.

RECOMMENDATION NO. 4 HOURS OF WORK

Section 1. The work week shall consist of five consecutive work days in a pre-established work schedule except for employees in seven-day operations.

Section 2. The work day shall consist of any 24 hours in a pre-established work schedule, beginning with the scheduled reporting time for the employee's shift. In the event of an early a.m. or late p.m. community health activity in the Department of Health, the Employer may flex the starting and quitting time for an employee without incurring an overtime liability. In the event of a training program at an institution or facility, the Employer may flex the starting and quitting time for an employee who so volunteers without incurring an overtime liability. In all cases, the flex schedule must be posted two weeks in advance. The Employer agrees to consider concerns raised by the employee about the impact of the scheduled "flex".

Section 3. The work shift shall consist of 7.5 or 8 work hours within a work day, and the number of hours in a shift on the date of this Memorandum shall not be altered by the Employer at any institution, community health district or Health Department Central Office unit without prior meet and discuss with the Union.

Except for emergencies, employees will not be required to work more than 16 consecutive hours, exclusive of meal periods.

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

Section 5. Except for emergencies, work schedules showing the employees' shifts, work days, and hours shall be posted on appropriate bulletin boards at the employee's work site two weeks in advance.

An employee's request to schedule a certain day off due to an appointment with a physician or dentist or other personal business which is submitted four or more weeks in advance shall not be unreasonably denied.

Customary shift times and schedule patterns will not be arbitrarily changed. When changes are to be made by the Employer for other than emergency reasons, the Employer will meet and discuss with the Union prior to the implementation of such changes.

When work schedules are to be adopted for new programs, the Employer will meet and discuss with the Union prior to the implementation of such schedules.

A Department of Health employee whose regular work schedule is Monday through Friday throughout the year shall not have that work schedule changed to other than a Monday through Friday work schedule except for a legitimate operational reason which is not arbitrary or capricious.

Section 6. Employees engaged in seven-day operations are defined as those employees working in an activity for which there is regularly scheduled employment seven days a week. For such employees, the work schedule shall consist of any ten days within any consecutive 14 calendar day period. Employees will not be scheduled for more than eight consecutive days or more than two consecutive weekends except in cases where the Employer and the employee mutually agree.

Employees who are employed at an MH or MR facility within the Department of Human Services will not be scheduled to work for more than seven consecutive days, nor will such employees be scheduled to work consecutive weekends, except in cases where the Employer and the employee mutually agree. In cases where the current established practice at a specific MH or MR facility is to schedule employees to work fewer consecutive days or fewer weekends, such practice shall be maintained, except that the scheduling of employees hired into the supervisory unit at an MH or MR facility on or after July 1, 2011 shall not be governed by any such practice.

Section 7. The Employer will attempt to equalize scheduled weekend work among first-level supervisory unit employees within the same functional unit at each institution whenever this can be accomplished without interfering with efficient operations. The Employer will meet and discuss upon request at the local level about the definition of functional units.

Section 8. Upon request of the Union, the Employer shall meet and discuss with the Union, at the agency level, concerning the time of beginning or ending a work shift.

Section 9. In the event of a change in shift, employees must be off work for a minimum of three shifts or their equivalent unless a scheduled day or days off intervene between such shift change. Employees shall not be required to work more than two different shifts in a work week, except for emergencies. Exceptions to this Section may be made upon mutual agreement between the Employer and the employee.

Section 10. Where the practice of rotating shift assignments in institutions now exists and where the OPEIU local unit believes that fixed schedules are feasible and desirable the following procedure will apply:

- a. The OPEIU local unit will engage in "meet and discuss" at the institution level.
- b. If no agreement is reached at the local level a "meet and discuss" session will be scheduled at the agency level.
- c. If no agreement is reached at the agency level the Union may process a grievance to the Joint State Committee. In considering and deciding the grievance, the Joint State Committee will take into consideration the practices in effect at other institutions where rotating shifts do not exist. The decision of the Joint State Committee shall be final and binding.

Section 11. Non-standard schedules of work may be established by mutual agreement at the local level and with the approval of the Union and the agency and the Office of Administration. If discussion of a proposed plan is not resolved in a manner satisfactory to both parties at the local level, a meet and discuss meeting will be scheduled upon request with representatives of the Union, representatives of the Office of Administration, Bureau of Labor Relations, and representatives of the agency within 30 days and a decision will be reached within 90 days. Implementation and continuation of non-standard schedules will be by mutual agreement.

It is further agreed that the purpose of the proposed non-standard schedules of work shall be to improve the Employer's operational efficiency and/or service to its clients and quality of work life of employees. It shall not cause an increase in the overall cost of affected operations, nor cause an increase in current overall complement at affected operations, nor adversely affect the Employer's ability to meet criteria for accreditations and/or certification, nor adversely impact on the efficiency of affected operations or standards of service, nor shall there be an unreasonable number of schedules at any one location.

A task force consisting of representatives of the Commonwealth and OPEIU will be established upon request at the agency level to attempt to develop mutually agreed upon model language for non-standard schedules of work. OPEIU will be represented on this task force by a total maximum of three supervisory unit members.

Section 12. It is agreed that the provisions of this Recommendation cannot be rigidly applied to part-time employees. When changes are made in schedules of part-time employees, such changes will be made on the basis of past practice, hardships involved for individuals and fairness to part-time and full-time employees, subject to the operating requirements of the institution. Part-time employees are defined as employees who are not regularly scheduled to work at least 37.5 hours in a normal work week or, in the case of employees in seven-day operations, who are not regularly scheduled to work at least 75 hours in a 14 day period.

Section 13. It is further agreed that the relative number of full-time and part-time employees at a work location may be an appropriate topic for meet and discuss.

RECOMMENDATION NO. 5

REST PERIODS

Section 1. An employee shall be permitted a 15 minute paid rest period during each one-half work shift provided the employee works a minimum of three hours in that one-half shift. Whenever practical, the employee shall be permitted to take the rest period at the middle of such one-half shift. Where rest periods are scheduled, the Employer shall be able to vary the scheduling of such period when, in its opinion, the demands of work require such variance. The regular scheduling of rest periods immediately before or after meal periods or at the beginning or end of the work day is permissible in certain operations where the Union and the Employer agree to such a practice or where the present practice is to schedule rest periods in that manner.

Section 2. Employees who work, without interruption, beyond their regular shift for at least one hour, shall receive a 15 minute paid rest period and shall thereafter receive a 15 minute paid rest period for each additional two hours of such work unless at the end of such two hour period the employee's work is completed or unless the employee takes a meal period during or at the end of the two hour period.

If employees take a meal period at the expiration of their normal work day, then they shall thereafter be given a 15 minute paid rest period for each additional two hours of such work unless at the end of such two hour period their work is completed or unless the employee takes a meal period during or at the end of the two hour period.

Section 3. Part-time employees shall be granted a 15 minute rest period during each 3¾ hour work period.

RECOMMENDATION NO. 6 MEAL PERIODS

Section 1. Employees shall be granted meal periods. The hours of work during a work day shall be exclusive of the meal period.

At the request of either party, the Employer shall meet and discuss at the agency or local level concerning the length and scheduled time of the meal period.

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

Section 3. Employees who are required to remain on duty during meal periods shall be compensated for this period at the appropriate rate of pay.

RECOMMENDATION NO. 7 HOLIDAYS

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

Major

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

Minor

7. Martin Luther King Jr.'s Birthday
8. Presidents' Day
9. Columbus Day
10. Veterans' Day

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

Section 2. At Thaddeus Stevens College of Technology the following days shall be recognized as holidays:

- | | |
|---------------------|---------------------|
| 1. New Year's Day | 4. Labor Day |
| 2. Memorial Day | 5. Thanksgiving Day |
| 3. Independence Day | 6. Christmas Day |

The remaining four holidays shall be scheduled by the administration of these institutions during the time on the academic schedule when the institution is not at full operation.

The matter of rescheduling the remaining four holidays shall be resolved on a meet and discuss basis at Thaddeus Stevens College of Technology and the Union.

An employee shall earn a minor holiday provided the employee was in an active pay status on the last half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately subsequent to the actual day the minor holiday is celebrated as provided for in Section 1. If a minor holiday occurs while employees are on leave without pay under Recommendation 14, Section 3, they shall be paid for the minor holiday provided they were in active pay status the last half of their scheduled work day immediately prior and the first half of their scheduled work day immediately subsequent to the leave without pay. An employee who earns a minor holiday and subsequently terminates employment prior to taking the rescheduled day off with pay shall be compensated for such holiday. In the event the earning of a holiday is anticipated and the employee terminates employment prior to actually earning the anticipated holiday, the employee shall reimburse the Employer for the holiday taken, but not earned.

Payment specified in Section 5 of this Recommendation shall be applicable only if the employee works on the day on which the minor holiday has been rescheduled.

Section 3. A permanent full-time employee on a Monday through Friday work week shall be paid for any holiday listed in Section 1 of this Recommendation provided the employee was scheduled to work on that day and if the employee was in an active pay status on the last half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately subsequent thereto. If a holiday occurs while employees are on leave without pay under Recommendation 14, Section 3, they shall be paid for the holiday provided they were scheduled to work on that day and if the employees were in active pay status the last half of their scheduled work day immediately prior and the first half of their scheduled work day immediately subsequent to the leave without pay.

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

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

An employee who is scheduled to work on a holiday and is absent from work for an unauthorized reason on that day shall be ineligible to receive the holiday, holiday pay or compensatory time off.

Section 4. Permanent full-time employees working other than a regular Monday through Friday work week shall be guaranteed the same number of days off with pay equal to the number of paid holidays received by the employees on a regular Monday through Friday schedule, subject to the same entitlement requirements.

Section 5. Compensation for Work on a Holiday: If a permanent full-time employee works on any of the holidays set forth in Section 1 of this Recommendation, the employee shall be compensated at 1½ times the employee's regular hourly rate of pay for all hours worked on said holiday. The employee shall receive paid time off for all hours worked on a holiday up to a full shift. If the employee works during the employee's regularly scheduled shift on a holiday, the paid time off shall be in lieu of holiday pay under Section 3 above. Paid time off for time worked outside of the employee's regularly scheduled shift on a holiday shall not be in lieu of such holiday pay.

Employees may select the date on which they utilize their paid time off awarded for working on a holiday provided they have given the Employer four calendar weeks' notice and the Employer will respect the request as long as it is not detrimental to the efficiency of the operation. Employees will be permitted to use such paid time off within 60 calendar days succeeding the holiday. If such scheduling is not possible because of the demands of the work, the scheduling period shall be extended 30 calendar days.

If the employee makes no attempt to schedule such paid time off within the 60 calendar day period succeeding the holiday, such time will be scheduled by the Employer.

Section 6. After mutual agreement between the Employer and the employee, the employee may be compensated at the employee's regular rate of pay in lieu of such paid time off as provided for in Section 5 or in lieu of paid time off for a holiday that occurs on an employee's scheduled day off.

Section 7. Permanent part-time employees will be compensated at one and one-half times their regular rate of pay for all hours worked on all holidays set forth in Section 1. No compensatory time will be granted for such hours. Monday shall be recognized as a holiday for all holidays occurring on a Sunday and Friday for all holidays occurring on a Saturday for permanent part-time employees of the Community Health Service. For other than these employees, the holiday will be deemed to fall on the day on which it actually occurs.

Permanent part-time employees shall receive holidays on a pro rata basis. This additional paid leave is to be scheduled and granted in the same manner as personal leave.

Section 8. A permanent employee separated from the service of the Employer for any reason prior to taking paid time off earned by working a holiday listed in Section 1, shall be compensated in lump sum for any unused paid time off the employee has accumulated up to the time of separation.

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

Section 9. Whenever the Employer declares a special holiday or part holiday for all employees under the Employer's jurisdiction, all permanent employees who are required to work on the day on which such holiday hours occur shall receive time off with pay for all hours worked up to the number of hours in the employee's normal work shift if a full holiday is declared, or up to a pro rata share of the normal work shift if a partial holiday is declared. The Employer shall have the option of paying the employees their regular hourly rate of pay in lieu of such equivalent time off with pay.

Section 10. When an employee's work shift overlaps the calendar day, the first shift of the employee in which 50% or more of the time occurs on the applicable holiday shall be considered in the holiday period and the holiday period shall end 24 hours after the commencement of that shift.

Section 11. In no event shall an employee be entitled to duplicate holiday payment. Time worked on holidays during an employee's regular shift shall not be excluded from hours worked for the purpose of determining eligibility for overtime pay under Section 1 of Recommendation 17 of this Memorandum.

Section 12. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Memorandum for the same hours worked.

Section 13. The Employer shall attempt to equalize leave on the recognized major holidays among permanent full-time employees in each scheduling unit at state institutions unless the employee requests otherwise.

When a holiday listed in Section 1 occurs during a week in which an employee has a pre-scheduled vacation, priority will be given over other employees' requests for holiday leave to scheduling such employee for holiday leave.

Section 14. Employees who are scheduled to work in offices of the Commonwealth which are closed on the Day after Thanksgiving will utilize an annual or personal leave day or be charged leave without pay for the Day after Thanksgiving, unless the employee and their supervisor agree on an appropriate field assignment. An employee request for a field assignment will not be arbitrarily or capriciously denied.

RECOMMENDATION NO. 8
PERSONAL LEAVE DAYS

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

- a. One paid personal leave day will be earned in the employee's first calendar year of employment provided the employee has 150 hours (37.5 hour work week) or 160 hours (40 hour work week) in an active pay status in the calendar year.
- b. One paid personal leave day per one-half calendar year will be earned in the employee's second calendar year of employment, provided the employee has 150 hours (37.5 hour work week) or 160 hours (40 hour work week) in an active pay status in each one-half calendar year.
- c. In the third and subsequent years of employment, one paid personal leave day per calendar quarter will be earned during the first, third and fourth quarters, provided the employee has 150 hours (37.5 hour work week) or 160 hours (40 hour work week) in an active pay status in the first, third, and fourth one-quarter calendar year. Two paid personal leave days shall be earned during the second quarter of each calendar year, provided the employee has 150 hours (37.5 hour work week) or 160 hours (40 hour work week) in an active pay status in the second one-quarter calendar year.
- d. Employees may be eligible for one additional personal leave day to be earned in the first calendar quarter provided the requirements of Recommendation 11, Section 14 are met.
- e. Leave service credit earned during all periods of Commonwealth employment where leave service credit is earned will be used to determine whether, for purposes of this Section, an employee is in the first calendar year of employment, the second calendar year of employment or the third and subsequent years of employment.

Not more than one personal leave day may be scheduled in the fourth calendar quarter, except in the Department of Health where more than one personal leave day may be scheduled in the fourth calendar quarter.

Section 2. Personal leave shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on personal leave at the same time, the employee with the greatest seniority as it relates to total years of service in State government shall be given preference in the event of any conflict in selection. Where reasonable opportunities are available for selection of personal leave on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period. Requests for emergency personal leave will be entertained at any time with the understanding that an employee may be required to substantiate the emergency nature of the request and that further, it may be necessary,

in order to accommodate the emergency, to reschedule requests of other employees for personal, holiday, compensatory leave and/or annual leave not scheduled during the selection period.

Requests for full day (7.5 or 8.0 hours) of unscheduled, extraordinary personal leave will be reviewed for approval. Employees will not be required to substantiate the need for the extraordinary absence; however, absence requests may be denied if such absence would create significant or serious operational impacts. Unscheduled, extraordinary personal leave is limited to two days per calendar year (15.0 or 16.0 hours), and the first two days of such unscheduled absences will be recorded as extraordinary personal leave.

An employee on an alternate work schedule may request and receive approval for extraordinary personal leave for a workday other than a 7.5 or 8.0 hour shift. In such instance, the entire shift shall be considered as extraordinary personal leave as long as the employee has a sufficient number of hours in his/her 15.0 or 16.0 hour allotment to cover the absence. Use of extraordinary personal leave on workdays for which there is an insufficient number of hours in the allotment to cover the full alternate work schedule shift will be limited to the available number of such hours.

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

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

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

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

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

Section 8. Effective as soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, Personal Leave, Compensatory Leave, Holiday Leave and Sick Leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash.

Section 9. Employees who are scheduled to work in offices of the Commonwealth which are closed on the Day after Thanksgiving will utilize an annual or personal leave day or be charged leave without pay for the Day after Thanksgiving, unless the employee and their supervisor agree on an appropriate field assignment. An employee request for a field assignment will not be arbitrarily or capriciously denied.

RECOMMENDATION NO. 9 LEAVES OF ABSENCE

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

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

Section 3. All requests for leave must be submitted in writing to the employee's immediate supervisor and shall be answered in writing promptly, unless otherwise specified by this Memorandum. Requests for emergency type leaves shall be answered before the end of the shift on which the request is made. An employee may be required to substantiate the emergency nature of the request. If documented substantiation is required, the employee will be permitted to provide it upon return to work. Except for emergency type leaves, the time when leave is taken is within the discretion of the Employer.

Requests for any type of leave to which an employee is entitled under this Memorandum and which is not to exceed one month shall be answered by the Employer within five days, unless otherwise specified by this Memorandum. If the requested leave is in excess of one month, the request shall be answered within ten days, unless otherwise specified by this Memorandum.

For purposes of scheduling, requests for annual leave, personal leave and compensatory time off will have equal priority.

Section 4. One elected officer or representative of a Union local unit may be granted one day of administrative leave per calendar year to attend a training program that deals with Memorandum administration.

Section 5. For the purpose of this Recommendation, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

RECOMMENDATION NO. 10 VACATIONS

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

**Leave Service Credit
(Includes all periods of
Commonwealth Employment
Where Leave Service Credit
Is Earned)**

**Maximum Annual Leave
Entitlement Per Year**

Up to 1 Year of Service:

Annual Leave will be
earned at the rate of
3.85% of all Regular Hours Paid

37.5 Hr. Workweek: 75 Hrs. (10 days)
40 Hr. Workweek: 80 Hrs. (10 days)

Over 1 Year to 15 Years of Service Inclusive:

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

37.5 Hr. Workweek: 112.5 Hrs. (15 days)
40 Hr. Workweek: 120 Hrs. (15 days)

Over 15 Years to 25 Years of Service Inclusive:

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

37.5 Hr. Workweek: 150 Hrs. (20 days)
40 Hr. Workweek: 160 Hrs. (20 days)

Over 25 Years of Service:

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

37.5 Hr. Workweek: 195 Hrs. (26 days)
40 Hr. Workweek: 208 Hrs. (26 days)

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

**Leave Service Credit
(Includes all periods of
Commonwealth Employment
Where Leave Service Credit
Is Earned)**

**Maximum Annual Leave
Entitlement Per Year**

Up to 1 Year of Service:

Annual Leave will be
earned at the rate of
3.85% of all Regular Hours Paid

37.5 Hr. Workweek: 75 Hrs. (10 days)
40 Hr. Workweek: 80 Hrs. (10 days)

Over 1 Year to 15 Years of Service Inclusive:

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

37.5 Hr. Workweek: 112.5 Hrs. (15 days)
40 Hr. Workweek: 120 Hrs. (15 days)

Over 15 Years of Service:

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

37.5 Hr. Workweek: 150 Hrs. (20 days)
40 Hr. Workweek: 160 Hrs. (20 days)

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

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

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

Section 3. Vacations shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority as it relates to total years of service with the Employer shall be given preference in the event of any conflict in selection. Where reasonable opportunities are available for selection of vacation on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period. The selection periods shall be as follows, unless there are existing or subsequent agreements on the selection period at appropriate local levels:

<u>Selection Period</u>	<u>Response to Requests</u>	<u>Vacation Period</u>
September 1-30	October 10	January 1-June 30
March 1-31	April 10	July 1-December 31

The scheduling of weekends off in conjunction with pre-selected vacations may be the subject of a local level meet and discuss. Additionally, vacation selection and the process for ensuring employees are able to take their earned vacation is an appropriate subject for local understanding. The granting of two (2) consecutive weekends off in conjunction with pre-selected vacations will be an appropriate subject for such discussions. If after meet and discuss at the local level no understanding is reached, a meet and discuss will be held at the Agency level.

During the selection period, institutions will not arbitrarily deny requests for annual or personal leave on weekends when the employee is scheduled to work.

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

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

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

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

Section 7. Unused annual leave shall be carried over from one calendar year to the next provided that in no case shall the amount thus carried over exceed 45 days (337.5 or 360 hours). However, employees will be permitted to carry over annual leave in excess of the forty-five day limit into the first seven (7) pay periods of the next calendar year. Any days carried over in accordance with this Section which are not scheduled and used during the first seven (7) pay periods of the next calendar year will be converted to sick leave subject to the 300 day limitation contained in Recommendation 11, Section 2. Scheduling of those days carried over shall be in accordance with Section 3 above.

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

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

Section 10. Employees on leave without pay to attend official Union conventions or conferences in accordance with Recommendation 14, Section 3 shall have that time included in regular hours paid for purposes of earning annual leave entitlement and credited service under Section 1 above.

Section 11. Permanent employees who have one or more years of service since the date on which they commenced their most recent period of employment may anticipate annual leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the employee has been abusing the leave privilege. Permanent employees with less than one year of service since the date on which they commenced their most recent period of employment may not anticipate annual leave.

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

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

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

Section 13. After fifteen years of service in the bargaining unit an employee will be guaranteed once in their career, upon request during the selection period, no less than four weeks but no more than nine weeks of continuous annual leave. However, no more than one employee per seniority unit shall be granted this continuous leave during the same time period. This guarantee supersedes the seniority selection. The employee must have accumulated the annual leave necessary prior to the request. No anticipated annual leave may be used.

Section 14. For the purpose of this Recommendation, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

Section 15. Employees who are scheduled to work in offices of the Commonwealth which are closed on the Day after Thanksgiving will utilize an annual or personal leave day or be charged leave without pay for the Day after Thanksgiving, unless the employee and their supervisor agree on an appropriate field assignment. An employee request for a field assignment will not be arbitrarily or capriciously denied.

RECOMMENDATION NO. 11 SICK LEAVE AND BEREAVEMENT LEAVE

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

Maximum Sick Leave Entitlement Per Year:

Sick Leave will be earned	37.5 Hr. Workweek: 82.5 Hrs. (11 days)
at the rate of 4.24% of all	40 Hr. Workweek: 88 Hrs. (11 days)
Regular Hours Paid	

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

Section 2. Employees may accumulate sick leave up to a maximum of 300 days (2250 or 2400 hours).

Section 3. A doctor's certificate is required for an absence from work due to sickness for three or more consecutive days. For absences of less than three days, a doctor's certificate may be required where the Employer has reason to believe the employee has been abusing the sick leave privilege. The total circumstances of an employee's use of sick leave rather than a numerical formula shall be the basis upon which the Employer's final determination is made that the employee is abusing the sick leave privilege. Discipline based upon patterns of sick leave use will be treated under the basic concepts of just cause.

Section 4. Employees may use not more than five days of such sick leave entitlement in any calendar year where sickness in the immediate family requires the employee's absence from work. Immediate family for the purposes of this Section is defined as the following persons: husband, wife, domestic partner, child, step-child, foster child, parent, brother or sister of the employee or child of the employee's domestic partner. The Employer may require proof of such family sickness in accordance with Section 3 above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

leave payout is \$5000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash.

Section 8. When an employee dies as the result of a work-related accident, the Commonwealth will pay 100% of the employee's unused sick leave unless the surviving spouse or minor children are entitled to benefits under Act 101 of 1976 in which case the Commonwealth will pay 30% of the employee's unused sick leave to 90 days. Such payments shall not be made for part days of accumulated sick leave.

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

Section 10. Employees on leave without pay to attend official Union conventions or conferences in accordance with Recommendation 14, Section 3 shall have that time included in regular hours paid for the purpose of earning sick leave entitlement in accordance with Section 1 above.

Section 11. Permanent employees who have one or more years of service since the date on which they commenced their most recent period of employment may anticipate sick leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the employee has been abusing the leave privilege. Permanent employees with less than one year of service since the date on which they commenced their most recent period of employment may not anticipate sick leave.

An employee may elect to use annual or personal leave prior to anticipating sick leave.

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

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

Section 14. Employees who have more than one year of service since their most recent date of hire and use no sick leave in an entire leave calendar year shall earn one personal day in addition to those earned under Recommendation 8, Sections 1.a., 1.b., 1.c, which will be available for use in the following leave calendar year. Sick bereavement leave used will not be counted; however, all other types of paid sick leave; unpaid sick leave used under Recommendation 14; and paid and unpaid leave used for work-related injuries shall count as sick leave for this Section.

RECOMMENDATION NO. 12

CIVIL LEAVE

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

- a. Who have not volunteered for jury duty and are called for jury duty
or
- b. Who are not a party in a civil or criminal court proceeding, but are subpoenaed as a witness to attend such a court proceeding.

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

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

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

Section 2. Permanent employees who are subpoenaed as witnesses in the following administrative hearings shall be granted leave with pay while attending such hearings: Unemployment Compensation Board of Review Referee, Workers Compensation Judge, Workers Compensation Appeal Board, State Civil Service Commission and Pennsylvania Human Relations Commission.

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

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

Section 4. Permanent employees who are certified Red Cross disaster relief volunteers may be granted leave with pay to perform disaster relief work for the Red Cross during a state of emergency declared by the Governor.

RECOMMENDATION NO. 13

MILITARY LEAVE

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

Section 1. Military Reserve

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

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

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

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

Section 2. Pennsylvania National Guard

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

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

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

c. Military leaves with compensation shall also be granted to members of the Pennsylvania National Guard on all working days during which, as members of the Pennsylvania National Guard, they shall be engaged in the active service of the Commonwealth as ordered by the Governor when an emergency in the Commonwealth occurs or is threatened, or when tumult, riot or disaster shall exist or is imminent.

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

Section 3. General

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

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

Section 4. Granting, Duration and Expiration

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

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

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

c. Military leave without pay shall expire:

(1) For periods of more than 180 days, no more than 90 days after the completion of the service.

(2) For periods of service of more than 30 days but less than 181 days, no more than 14 days after the completion of the service.

(3) For periods of service that were less than 31 days, the first full regularly scheduled work period following the period of service or up to eight hours after an opportunity to return from the place of service to the employee's home.

(4) For periods of hospitalization or convalescence from illness or injury incurred during the period of service, up to two years after the period of service or when recovered, whichever occurs sooner.

(5) For circumstances beyond an employee's control, the above periods may be extended upon demonstration of such circumstance.

Section 5. Re-employment

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

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

Section 6. Seniority Rights

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

Section 7. Retirement Rights

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

Section 8. Loss of Benefits

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

Section 9. Physical Examination

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

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

RECOMMENDATION NO. 14
LEAVES OF ABSENCE WITHOUT PAY

Section 1. 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.

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

Section 3. a. Members of the Union in official attendance at the OPEIU Healthcare Pennsylvania Annual Convention, OPEIU or AFL-CIO Annual convention and up to four meetings per calendar year of the Occupational Unit of State employees shall be granted leave without pay where such time is necessary to attend such conventions. Employees may use accrued annual or personal leave for this purpose in lieu of leave without pay. The Employer will try to arrange leave for all employees requesting leave to attend these conventions, but the number of such leaves granted is subject to the Employer's responsibility to maintain efficient operations and if all requests cannot be granted, as many as possible will be approved with preference given to requests from Union or Local Unit Officers and Committee or Commission members.

Requests for such leave will be forwarded to the Bureau of Labor Relations, Office of Administration, by the Union with a copy to the Agency Labor Relations Coordinator not less than three weeks prior to the date of the convention. Each request will contain the name, classification, department and work location of the Union member, in addition to the name of the convention.

b. Up to one day of leave without pay for Union business without loss of seniority will be granted to one (1) employee per work site for pre-meeting preparation prior to the date of a meeting of the Joint Pennsylvania State Committee, provided that work site has a docketed grievance that is scheduled to be heard at that meeting. Requests for such leave will be forwarded to the Bureau of Labor Relations, Office of Administration, not less than one (1) week prior to the date of the Committee's meeting.

Section 4. After completing one year of service, an employee may be granted a leave of absence without pay at the sole discretion of the Employer for educational purposes. Such leave shall not exceed 18 months and shall not be granted more than once every four years.

Section 5. a. After completing one year of service, permanent employees shall be granted, upon written request, up to six months of sick leave without pay with benefits, on a rolling twelve month year basis, provided the employee has at least 1250 hours of actual work time within the twelve months preceding the commencement of the leave. If the illness or disability is due to a serious health condition as defined by the Family and Medical Leave Act, leave shall be granted for less than two consecutive weeks. The request, which shall be submitted in advance of the leave if circumstances permit, shall include proof of illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return. If requested and properly documented as medically necessary, leave under this Section shall be approved on an intermittent or reduced-time basis during the first twelve weeks of absence per rolling twelve month year. After twelve weeks of absence, whether taken intermittently, on a reduced-time basis, or continuously, subsequent leaves in the rolling twelve month year shall not be approved for periods less than two consecutive weeks. For eligible permanent part-time employees, both the six month and 12 week entitlements provided by this Subsection will be pro-rated based on the employee's percentage of full-time regular hours worked.

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

c. It is understood by the parties that Subsection 5.b. applies except that employees may choose to retain up to ten days of accrued sick leave. The choice to retain or not retain sick leave cannot be made retroactively, and saved days will be measured based on accrued sick leave available at the commencement of the absence. Saved days may be used by employees at any time during the first 12 weeks of the six month entitlement to leave without pay with benefits. Such sick leave used will run concurrently with and reduce the six month entitlement to leave without pay with benefits. Days saved and requested for intermittent or reduced-time absences for periods less than two consecutive weeks after the first 12 weeks of the six month entitlement to leave without pay with benefits will be reviewed for approval under the provisions of Recommendation 11. Such use will not be counted against the six month entitlement to leave without pay with benefits.

d. One aggregate six month entitlement of leave without pay with benefits will be provided for sick leave without pay used under this Section, parental leave without pay used under Recommendation 15, Section 1.a., and family care leave without pay used under Recommendation 42, Section 1. Leave used under these Recommendations, as well as military exigency leave used under Section 10 below, will be deducted from the six month entitlement and run concurrently.

e. After the employee has used an aggregate of six months of leave without pay with benefits under this Section, Recommendation 15, Section 1.a., Recommendation 42, Section 1 and/or military exigency leave under Section 10 below, the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six month entitlement under the rolling twelve month year, provided that the employee has 1250 hours of actual work time within the twelve month period preceding commencement of the leave.

f. The continuation of benefits under this Section is subject to the employee's payment of any required employee contribution under Recommendation 21, Section 3.

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

Section 6. 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. Leave under this Section shall not be used on an intermittent or reduced-time basis. Upon certification from the employee's doctor that the employee is able to return to work, the employee shall be offered a position in the same classification and seniority unit for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the six-month period, any position in the same classification, in a lower classification in the same classification series, or a position previously held, within the same geographical/organizational limitation as the seniority unit, for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If the employee refuses an offer of a position in the same classification, the employee's rights under this Section shall terminate. If the employee accepts a position in a lower classification or a position previously held, the employee will be offered a position in the same classification if there is a vacancy in that classification during the remainder of the six-month period in the seniority unit, provided there are no seniority claims to the position, and the agency intends to fill the position.

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

Section 7. Upon the expiration of any approved leave of absence without pay, except as provided in Section 6 above, Recommendation 15, Section 3, Recommendation 22, Section 7, and in Recommendation 42, Section 5, the employee is entitled to return to a position in the same or equivalent classification within the agency, subject to the furlough provisions of Recommendation 25, Seniority.

Section 8. It is understood by both parties that the provisions of Sections 5, 6, and 7 are consistent with the Family and Medical Leave Act of 1993, 29 U.S.C. Sections 2601, et seq.

Section 9. State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Recommendations 20 and 21 will continue for the period of time the employee is on sick leave without pay with benefits under Section 5 of this Recommendation.

Section 10. After completing one year of service, employees shall be eligible to use unpaid military exigency and military caregiver leave with benefits in accordance with the Family and Medical Leave Act of 1993, 29 U.S.C. Sections 2601, et seq., provided the employee has at least 1250 hours of actual work time within the twelve months preceding the commencement of the leave. Military exigency absence provides 12 weeks of leave within a rolling calendar year. Military exigency leave will run concurrently with and reduce the six months leave without pay with benefits entitlement under Recommendation 14, Section 5.a.; Recommendation 15, Section 1.a., and Recommendation 42, Section 1. Military caregiver absence provides a separate 26 weeks of leave entitlement within a single 12 month period in addition to the six months leave without pay with benefits entitlement under Recommendation 14, Section 5.a.; Recommendation 15, Section 1.a., and Recommendation 42, Section 1. All accrued annual, personal, compensatory and holiday leave must be used before using any unpaid military exigency or military caregiver absence. In addition, when applicable, all accrued sick leave must be used before using unpaid military caregiver leave. Both military exigency leave and military caregiver leave may be used intermittently or on a reduced time basis.

RECOMMENDATION NO. 15 PARENTAL LEAVE

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

Section 1. General

a. After completing one year of service, all permanent employees of the Employer who become parents through childbirth or formal adoption or placement of a child with an employee for foster care shall be granted up to six months of parental leave without pay with benefits upon request, on a rolling twelve month year basis, provided the employee has at least 1250 hours of actual work time within the 12 months preceding the commencement of the leave. Leave under this Section may be approved on an intermittent or reduced-time basis during the first twelve weeks of absence. After 12 weeks of absence, subsequent leaves may be approved on a reduced-time basis; subsequent leaves taken intermittently or continuously in the rolling 12 month year shall not be approved for periods less than two consecutive weeks. For eligible permanent part time employees, both the six month and 12 week entitlements provided by this Sub-section will be pro-rated based on the employee's percentage of full-time regular hours worked.

b. One aggregate six month entitlement of leave without pay with benefits will be provided for parental leave without pay used under Section 1.a., sick leave without pay used under Recommendation 14, Section 5.a., and family care leave without pay used under Recommendation 42, Section 1. Leave used under these Recommendations, as well as military exigency leave used under Recommendation 14, Section 10, will be deducted from the six month entitlement and run concurrently.

c. After the employee has used an aggregate of six months of leave without pay with benefits under this Section, Recommendation 14, Section 5.a., Recommendation 42, Section 1, and/or military exigency leave under Recommendation 14, Section 10, the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six month entitlement under the rolling twelve month year, provided that the employee has at least 1250 hours of actual work time within the twelve month period preceding commencement of the leave.

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

e. The continuation of benefits under this Section is subject to the employee's payment of any required employee contribution under Recommendation 21, Section 3.

Section 2. Granting Leave

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

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

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

Section 3. Re-employment

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

During any extension period, under Section 1.d. of this Recommendation, the employee, upon written request to return to work, shall be offered a position in the same classification and seniority unit for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the six-month period, any position in the same classification, in a lower classification in the same classification series, or a position previously held, within the seniority unit, for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If

the employee refuses an offer of a position in the same classification, the employee's rights under this Section shall terminate. If the employee accepts a position in a lower classification or a position previously held, the employee will be offered a position in the same classification if there is a vacancy in that classification during the remainder of the six-month period in the seniority unit, provided there are no seniority claims to the position, and the agency intends to fill the position.

Section 4. Seniority Rights

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

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

a. An employee shall be required to use all accrued paid sick leave for the period that she is unable to work as certified by a physician upon commencement of parental leave without pay. Such sick leave used will run concurrently with and reduce the six month entitlement to leave without pay with benefits and shall be used in accordance with Recommendation 14, Section 5. Employees shall not be required to use annual, personal, compensatory or holiday leave upon the commencement of leave without pay; however, if annual, personal, compensatory or holiday leave is used, it also will run concurrently with and reduce such entitlement. Unused leave shall be carried over until return. An employee shall not earn annual, personal, and sick leave while on parental leave without pay.

b. It is understood by the parties that Subsection 5.a. applies except that employees may choose to retain up to ten days of accrued sick leave. The choice to retain or not retain sick leave cannot be made retroactively, and saved days will be measured based on accrued sick leave available at the commencement of the absence. Saved days may be used by employees at any time during the first 12 weeks of the six month entitlement to leave without pay with benefits as certified by a physician for the period that she is unable to work; such sick leave used will run concurrently with and reduce the six month entitlement to leave without pay with benefits. Days saved and requested for intermittent or reduced-time absences for periods less than two consecutive weeks after the first 12 weeks of the six month entitlement to leave without pay with benefits will be reviewed for approval under the provisions of Recommendation 11; such use will not be counted against the six month entitlement to leave without pay with benefits.

Section 6. Benefits

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

Section 7. Guidelines

Guidelines established by the Secretary of Administration regarding parental leave and benefits while on parental leave are published through the Directives Management System (Reference Management Directive 530.30).

Section 8.

It is understood by both parties that the provisions of this Recommendation 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.

RECOMMENDATION NO. 16 SALARIES AND WAGES

Section 1. Effective July 1, 2015, employees will continue to be paid in accordance with the July 1, 2014 Standard Pay Schedule in Appendix A.

Section 2. a. Employees hired into classifications covered by this Memorandum shall be paid the minimum rate for the pay scale group assigned to their classification as reflected on the Standard Pay Schedule.

b. The Commonwealth may hire employees at pay rates above the minimum rate of the assigned pay scale group.

Section 3. a. Employees covered by this Memorandum who have been employed continuously by the Commonwealth since January 31, 2015 will be eligible to receive a one-step service increment effective on the first day of the first full pay period in January 2016.

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

c. During the term of this Memorandum, employees who are at or above the maximum step of their pay scale group at the time they become eligible for a service increment as outlined in Subsection a. shall receive the annual amount of a two and one-quarter percent (2.25%) increase in the form of a one-time cash payment rounded to the nearest dollar.

Section 4. a. When an employee covered by this Memorandum is promoted to another classification in a higher pay scale group, the employee shall receive an increase of four steps for each pay scale group the employee is promoted or to the minimum of the new pay scale group, whichever is greater.

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

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

d. When an employee is promoted into this supervisory unit in a classification in a higher pay scale group due to the Department of Human Services, "Nurse for the Future Program", the employee shall receive an increase of two steps or the minimum of the new pay scale group, whichever is greater.

Section 5. The cash payment provided for in this Recommendation shall not be added to the employee's base salary. The cash payment will be subject to dues and fair share fee deductions where applicable.

Section 6. The Pay Scale Group for Chief Pharmacist is Pay Scale Group 11, Steps 4 through 20.

Section 7. An employee in an inactive pay status shall, upon return to active pay status, be entitled to the service increment or cash payment outlined in Section 3 where applicable.

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

Section 9. The policies regarding pay scale group revisions contained in the Commonwealth's Personnel Rules shall continue.

Section 10. The Employer agrees to pay a supervisory differential of up to one step above the highest paid subordinate provided the following criteria are met:

- a. The supervisor has more Commonwealth service than the subordinate. Service shall be interpreted to mean only that service occurring since the supervisor's most recent appointment. Service occurring prior to a supervisor's break in employment shall not be counted unless the supervisor returns to the same agency and classification series within one year from the date of termination.
- b. The supervisor will not be eligible for the differential adjustment if the subordinate's salary is greater than the supervisor's salary as a direct result of any type of demotion or downward reclassification involving a salary save.
- c. For supervisors with a fixed subordinate workforce, supervisor/subordinate pay relationship reviews will occur on an ongoing basis using the criteria established above. The effective date for adjustments for the ongoing review will be the date

the subordinate began earning a higher salary than the supervisor.

- d. For supervisors with a rotating subordinate workforce in agencies under the Governor's jurisdiction, supervisor/subordinate pay relationship reviews will occur on a date to be determined by the Office of Administration, Bureau of Human Resources and Management, Salary Administration Division and OPEIU. In no case will the review be less than 9 months or more than 15 months from the previous review. The effective date for adjustments will be the date of the review.

Supervisory differential adjustments for employees in agencies under the Governor's jurisdiction must be approved by the Office of Administration.

Section 11. Permanent employees who have attained one or more of the certifications listed in Appendix E in an appropriate specialization by July 1, 2015 will receive a \$350 certification payment. To receive the certification payment employees must be in active pay status on July 1, 2015 and must be in an active pay status from 50% to 100% of the time for six months during the 12 months preceding July 1, 2015. The area of certification must be related to the employees' duties and responsibilities with the Commonwealth.

An employee in an inactive pay status on July 1, 2015 upon return to active pay status, shall be entitled to the certification payment, subject to the same entitlement criteria.

Section 12. All employees will be required to sign up for direct deposit of paychecks and travel expense reimbursement.

RECOMMENDATION NO. 17 OVERTIME

Section 1. One and one-half times the employee's regular hourly rate of pay shall be paid for work performed under the following conditions:

- a. For any work performed in excess of eight hours in any work day or in excess of 40 hours in any work week;
- b. For employees engaged in seven-day operations, for any work in excess of eight hours in any one work day or in excess of 80 hours in any biweekly pay period.
- c. There shall be no duplication of premium pay for the same hours worked under the provisions of Subsections a. and b. of this Section.

Section 2. The following items will be regarded as hours worked for the purpose of computing overtime pay under Section 1 of this Recommendation:

- a. Hours worked, excluding standby time.
- b. Rest periods.
- c. Holidays, except

(1) Where, after mutual agreement, the employee is compensated at the employee's regular rate of pay for a holiday which occurs on an employee's day off in lieu of granting paid time off.

(2) Where, after mutual agreement, the employee is compensated at the employee's regular rate of pay in lieu of granting paid time off earned as a result of working a holiday.

- d. Annual leave.
- e. Compensatory leave; to be included in the period of occurrence for the purpose of computing overtime.
- f. Personal day leave.
- g. Administrative leave.
- h. Sick leave.

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

a. An employee on a five day per week schedule shall be paid double time for hours worked on the second scheduled day off in the work week provided the employee is in an active pay status on the employee's five regularly scheduled work days and works the employee's first scheduled day off in the work week. If such an employee is in an active pay status the employee's next five regularly scheduled work days and works the employee's next scheduled day off or next two scheduled days off, the employee shall be paid double time for hours worked on those days. An employee who has been paid double time for the fourth scheduled day off shall be paid double time for all subsequent consecutive scheduled days off worked provided the employee is in an active pay status the first five regularly scheduled work days in the normal biweekly work period, if the first or first and second scheduled days off are worked, and the employee is in an active pay status the second five regularly scheduled work days in the normal biweekly work period if the third or third and fourth scheduled days off are worked.

b. An employee whose work schedule consists of any ten days within a consecutive 14 calendar day period as provided in Recommendation 4, Section 6, shall be paid double time for the second and/or fourth scheduled days off work; provided, in order to be eligible for double time on the second day off, the employee must be in an active pay status the first five regularly scheduled work days and work the first scheduled day off in the normal biweekly work period and, in order to be eligible for double time on the fourth day off, the employee must be in an active pay status the second five regularly scheduled work days and work the third scheduled day off in the normal biweekly work period. An employee on this work schedule shall be paid double time for the third

scheduled day off; provided in order to be eligible for double time on the third day off, the employee must be in an active pay status the first five regularly scheduled work days and the second five regularly scheduled work days and work the first and second scheduled days off in the normal biweekly work period. An employee who has been paid double time for the fourth scheduled day off shall be paid double time for all subsequent consecutive scheduled days off worked provided the employee is in an active pay status the first five regularly scheduled work days in the normal biweekly work period, if the first or first and second scheduled days off are worked, and the employee is in an active pay status the second five regularly scheduled work days in the normal biweekly work period if the third or third and fourth scheduled days off are worked.

c. For 15 minute rest periods, in the event employees are required to work through their rest period, while on premium overtime.

Section 4. By mutual agreement between the Employer and the employee involved, compensatory time off at the appropriate rate may be granted in lieu of premium overtime pay. Such compensatory time off is to be granted within the 120 calendar day period succeeding the date on which the overtime is worked. If a written request is received prior to or within 45 days after the date on which the overtime is worked, the compensatory time off shall, subject to management's responsibility to maintain efficient operations, be scheduled and granted as requested by the employee. If the Employer does not schedule the compensatory time off in accordance with the employee's request, or at some other time mutually agreed to prior to the completion of the 120 calendar day period succeeding the date on which the overtime is worked, the employee shall be compensated at the appropriate rate of pay in lieu of compensatory time off.

Section 5. The Employer will attempt to equalize overtime between employees within the same job classification in the same functional unit at an institution, community health district or Health Department Central Office unit. The Employer shall first seek to obtain volunteers for the performance of overtime work. In the event that sufficient volunteers are not available, the Employer shall have the right to assign such work on a non-volunteer basis. Nothing in this Section shall require the Employer to accept as a volunteer or to assign overtime to an employee where the employee would be entitled to double time for such overtime work. This Paragraph shall be superseded by any existing or subsequent procedure mutually agreed upon in writing by the Employer and the Union at an agency, institution or local agency level.

Section 6. Employees who are not permitted to take rest periods during their regular shifts shall have that time counted as time worked in addition to that which is provided for in Section 2.

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

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

Section 9. As soon as practically and legally possible, the Commonwealth will adopt a tax-qualified Leave Payout Plan. All employees who attain age 55 before or during the calendar year they separate from service after adoption of the Leave Payout Plan shall have the leave payouts otherwise payable for accumulated and unused Annual Leave, Personal Leave, Compensatory Leave, Holiday Leave and Sick Leave, up to the maximum allowable by law, deposited in an account in the employee's name, provided however that if the total amount of leave payout is \$5000 or less, this amount shall be paid to the employee in cash. Amounts in excess of the maximum allowable amount will be paid to the employee in cash.

RECOMMENDATION NO. 18 SHIFT DIFFERENTIAL

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

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

An employee who works overtime after or before a scheduled work shift for which shift differential is not applicable, whether or not the overtime work is for a full 7.5 or 8 hour shift, shall not receive shift differential or have it included in the base rate for computing the overtime premium rate.

RECOMMENDATION NO. 19 CALL TIME AND STANDBY TIME

Section 1. Employees who have been released from work and are then called back to work outside of their regular shift schedule shall be guaranteed a minimum of three hours' pay. Employees receiving call time assignments shall be credited for beginning work when they arrive at the work site. Call time shall be paid for at whatever rate is appropriate. Employees will be permitted to leave the work site when the work assignment that is the reason for the call time is completed unless the employee's scheduled work shift has commenced. There shall be no duplication of hours or pay.

Section 2. An employee is on standby during the period that the employee is required to leave a phone number with the institution where the employee can be reached and be available for service at the institution within 30 minutes after a telephone call.

Only employees who are required to be on standby are entitled to the compensation hereafter set forth. Such employees on standby time shall, at the Employer's discretion, either be paid 25% of their regular base pay for such standby time or receive compensatory time equivalent to 25% of such standby time. Standby time shall not be considered hours worked for the purpose of computing overtime. An employee is not considered to be on standby time during the period the employee is being paid for call time. If the Employer is unable to reach an employee who is on standby, the employee shall not receive pay or compensatory time for any of the hours which the employee was supposed to be on standby.

RECOMMENDATION NO. 20

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. However, the amount of life insurance coverage will be reduced at age 70 to 65% of that coverage amount previously in effect and at age 75 to 50% of that coverage amount previously in effect.

Section 2. a. Permanent employees who are granted sick leave without pay, parental leave without pay, or family care leave without pay will continue to receive 100% State-paid coverage under the current life insurance plan for up to six months. Permanent employees who are on sick, parental, or family care leave without pay for longer than six months may remain in the program for an additional six month period by paying the entire premium. Permanent employees who are granted injury leave (paid or unpaid) will continue to receive 100% State-paid coverage under the current life insurance plan for up to 12 months or, if only paid leave is used, beyond 12 months until the paid leave is exhausted.

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

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

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

RECOMMENDATION NO. 21

HEALTH BENEFITS

Section 1. Pennsylvania Employees Benefit Trust Fund

a. A jointly administered, multi-union, Health and Welfare Fund has been established under the provisions of an Agreement and Declaration of Trust executed by and between Council 13, American Federation of State, County and Municipal Employees, AFL-CIO, and the Employer and executed by the trustees. 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 and regulations applicable to and controlling such Health and Welfare Fund. Said Agreement and Declaration of Trust shall provide for equal representation on the Board of Trustees appointed by the unions and the Employer. In addition, the Agreement and Declaration of Trust will allow the Fund to provide benefits to management level and retired employees, as well as employees represented by other unions and other Employers in the Commonwealth of Pennsylvania.

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

c. The Employer shall contribute to the Fund the amounts indicated below on behalf of each permanent full-time employee eligible for benefits and covered by this Memorandum effective on the first pay date in July 2015:

July 2015 – June 2016	\$455 biweekly per employee
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The contributions for permanent part-time employees who are eligible for benefits and expected to be in an active pay status at least 50% of the time every pay period, will be 50% of the above referenced rate.

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

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

1. The first day of the quarter during which the average reserve would be less than three (3) months will be considered the “target date” for additional funding;
 2. At least six (6) months prior to the target date, the Fund’s actuary will review the projection and confirm that a funding adjustment is needed and the amount of such adjustment. If the need for a funding adjustment occurs in the first nine (9) months, this subparagraph shall not apply;
 3. Should the Commonwealth not dispute the finding by the Fund’s actuary that an adjustment is necessary, the Commonwealth will implement the funding adjustment at least ten (10) calendar days prior to the target date.
 4. If either the Chairman of the Board, Secretary of the Board, any four (4) management or any four (4) union Trustees of the Board dispute the findings of the Fund’s actuary, the Chairman and the Secretary of the Board of Trustees will select a neutral actuary within five (5) business days to resolve the dispute and will forward their respective positions and any supporting documentation to the neutral actuary within five (5) business days of such selection. The neutral actuary may communicate and ask questions of the Fund’s actuary provided, however, if such communications occur, the Finance Committee will have access to the discussions.
 5. The neutral actuary shall render a decision within 30 calendar days of the receipt of said positions/documentation, which decision will be final and binding on the parties and must be implemented within ten (10) business days of its receipt by the parties.
 6. The adjustment must be sufficiently large so as to restore the size of the reserve to a minimum of three months within 30 days following the target date.
 7. Once the reserve exceeds the three (3) month equivalent, the contribution rate shall be reduced to the amount provided under this Section unless the parties agree that a new rate is necessary to maintain a three (3) month reserve.
 8. It is understood and agreed to by the parties that the process outlined above is designed to ensure adequate funding for the PEBTF and not intended to place the financial status of the Fund in jeopardy.
- e. The Employer shall make aggregate payments of Employer contributions together with an itemized statement to the Fund within one month from the end of the month in which the contributions were collected.

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

g. No dispute over eligibility for benefits or over a claim for any benefits extended by the Fund shall be subject to the grievance procedure established in any memorandum of understanding.

h. It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability to any employee claiming any of the benefits extended by the Fund. It is expressly agreed that the Employer's liability, in any and every event, with respect to benefits extended by the Fund shall be limited to the contributions indicated under Subsections c. and d. above.

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

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%
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Employee contributions shall be effective the first full pay period in July 2015. Biweekly gross base salary as used throughout this Recommendation excludes premium or supplemental payments such as overtime, shift differentials, higher class pay, etc.

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

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

	<u>Waiver Amount</u>	<u>Employee contribution with Waiver</u>	<u>Employee contribution without Waiver</u>
July 2015 – June 2016	3.0%	2.0%	5.0%

Employee Contribution Waivers shall be effective the first full pay period in July 2015.

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

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

(2) After completing six (6) months of employment, the employee and his/her qualifying dependents will be eligible for coverage under the Fund's supplemental

benefits, and the employee will be permitted to cover his/her qualifying dependents under the least costly medical plan at no additional cost. If a more costly medical plan is selected, the employee will be required to pay the cost difference between the least costly and more costly plan, in addition to the employee contribution.

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

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

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

Section 4. a. Permanent employees who are granted sick leave without pay (Recommendation 14), parental leave without pay (Recommendation 15), or family care leave without pay (Recommendation 42) may continue to receive benefits as determined and extended by the Fund for up to six months. Permanent employees who are granted family care leave may continue to receive benefits as determined and extended by the Fund for up to 12 weeks. Permanent employees who are granted injury leave (paid or unpaid) may continue to receive benefits as determined and extended by the Fund for up to 12 months or, if only paid leave is used, beyond 12 months until the paid leave is exhausted.

b. Except as provided in c. below, permanent part-time employees and those permanent full-time employees who are placed on suspension or who are granted leave without pay for any reason other than sickness, parental leave, family care leave or injury leave for longer than one full pay period or who are on leave longer than the applicable period specified in a. above, will be permitted to continue coverage on a direct pay basis at a rate to be determined by the Fund but no greater than the COBRA rate.

c. Permanent full-time and permanent part-time employees who are eligible for benefits and who are regularly placed on leave without pay for one to three months every year due to cyclical work schedules or weather conditions will continue to receive benefits as determined and extended by the Fund for the period they are on leave. If the leave extends beyond the regular leave period employees will be permitted to continue coverage on a direct-pay basis at a rate to be determined by the Fund but no greater than the COBRA rate.

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

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

Section 5. Spousal Eligibility

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

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

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

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

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

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

The annual retiree contribution rate during the term of this Memorandum 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 REHP prior to the most recent rehire period, this three year requirement will not apply.

(2) Disability retirement, which requires at least five years of credited service in the State and/or Public School Retirement Systems, except that, if an employee had previously qualified based on an approved disability retirement, then returns and retires under a normal or early retirement, he or she must retire at or after superannuation age with 15 or more years of credited service (20 or more years of credited service if retired on or after July 1, 2008) in the State and/or Public School Retirement Systems or 25 years of credited service in the State and/or Public School Retirement Systems or

(3) Other retirement with at least 25 years of credited service in the State and/or Public School Retirement Systems, except that an employee who leaves State employment, is subsequently rehired and retires must have at least 25 years of credited service in the State and/or Public School Retirement Systems with at least three years of credited service from the most recent date of reemployment. However, if the departure from State employment was due to furlough and the employee returns during the recall period, this three year requirement will not apply. If the employee had qualified, other than through disability retirement, for Employer paid coverage in the REHP prior to the most recent rehire period, this three year requirement will not apply.

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

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

additional credited service for military service, such credited service will be included in the determination of eligibility for REHP coverage. The phrase “Commonwealth employee” shall be limited to service earned through an employing agency eligible to participate in the Commonwealth’s Life Insurance Program.

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

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

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

RECOMMENDATION NO. 22 WORK-RELATED INJURIES

Section 1. An employee who sustains a work-related injury during the term of this Memorandum 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, annual, or personal leave or injury leave without pay. While using accumulated leave, the employee will be paid a supplement to workers’ compensation of full pay reduced by an amount that yields a net pay, including workers’ compensation and social security disability benefits, that is equal to the employee's net pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, state, and local withholding, unemployment compensation tax, social security and retirement contributions. One full day of accumulated leave (7.5 or 8 hours as appropriate) will be charged for each day the supplement is paid. Accumulated leave and injury leave without pay may be used for an aggregate of 12 months or for the duration of the disability, whichever is lesser, except that, if only accumulated leave is used, it may be used beyond 12 months until exhausted or until the disability ceases, whichever occurs sooner. In no case however will the aggregate of 12 months extend beyond three years from the date the injury occurred. If no leave is available under this Section, the provisions of Section 12 may apply.

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

The employee election to use or not use accumulated leave under this Section cannot change 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 Recommendation, shall be determined in accordance with the State Employees' Retirement Code.

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

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

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

Section 7. An employee has the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury occurred provided the employee is fully capable of performing the duties of that position, subject to the furlough provisions of Recommendation 25, Seniority. This guarantee expires if the disability ceases prior to the expiration of the three year period and the employee does not return to work immediately or if the employee retires or otherwise terminates employment. During the period of time between the end of the leave under Section 1 or Section 12, where applicable and the end of the guarantee in this Section, the employee will be on leave without pay.

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

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

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

Section 9. An employee who sustains a work-related injury, during the period of this Memorandum, if so determined by a decision issued under the operation of the Workers' Compensation Program, may use sick, annual, or personal leave for the purpose of continued medical treatment of the work-related injury in accordance with Recommendations 8, 10, and 11. If no paid leave is available, an employee may use leave without pay. Each absence shall not exceed the minimum amount of time necessary to obtain the medical treatment. Employees shall make reasonable efforts to schedule medical appointments during non-work hours or at times that will minimize absence from work. Verification of the length of the medical appointment may be required. This Section is not applicable to any absence for which workers' compensation is payable. When workers' compensation is payable, the provisions of Section 1 shall apply.

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

Section 11. Sections 1 through 10, and 12 of this Recommendation shall not be applicable to employees whose injuries are within the scope of either Act 193 of 1935, P.L. 477, as amended, or Act 632 of 1959, P.L. 1718, as amended.

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

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

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

RECOMMENDATION NO. 23

CLASSIFICATION

Section 1. The position classification plan, as established and maintained by the Employer, consists of a schedule of classification titles with classification specifications for each classification which define and describe representative duties and responsibilities and set forth the minimum requirements and qualifications essential to the work of the classification. Only in those instances where there is a substantial change in permanent job duties or job content during the term of this Memorandum which justifies a change in job classification or where a claim of a longstanding misclassification exists may the employees process an appeal for a reallocation of their position through an Expedited Grievance Procedure as set forth below:

STEP 1: The Employee or the Union will present the grievance to the agency Human Resource Director or his or her designee. The Employee or Union will also provide an informational copy of the grievance to their institutional, regional or district Human Resources Office where applicable. The Employee or the Union shall attach to the grievance a description of the job. The Employer will respond in writing within 45 working days of receipt of the grievance.

STEP 2: In the event that the grievance is not satisfactorily resolved at Step 1, the Employee or the Union may submit a written appeal to the Office of Administration, Classification and Pay Division within 15 working days after the Employer's Step 1 response is due. The Office of Administration will then have 45 working days to respond in writing to the grievance appeal at this level. Decisions made prior to Step 2 may be reversed by the Office of Administration.

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

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

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

Section 2. An employee shall be permitted to have a representative of the Union at each step of the grievance procedure up to and including Step 2. Regardless of whether or not an employee wants Union representation, a Union representative will be given an opportunity to be present at the adjustment of the grievance and such adjustment will not be inconsistent with the terms of this Memorandum.

Upon request by an employee or Union representative, a grievance meeting may be scheduled at Steps 1 and/or 2. Requests for such meetings shall not be unreasonably denied. Such meetings may be rescheduled, if necessary, if Union representation is temporarily unavailable to the employee. Where rescheduling occurs, the time limits for response to the grievance will be suspended during the postponement period.

The Union shall furnish the Employer representative with the names and work locations of grievance representatives and shall notify the Employer of any changes.

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

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

Nothing in this Recommendation shall interfere with the rights of individual employees or a group of employees to present grievances and to have them adjusted in accordance with the provisions of Section 606 of the Public Employee Relations Act.

Section 3. The Union recognizes the right of the Employer to direct its working forces, which includes the assignment of work to individual employees, and it further recognizes that such assignments may include work outside an employee's classification. However, it is understood that assignments outside of classification shall be made in a manner consistent with the Employer's operations and organizational requirements.

Whenever an employee within the first-level supervisory unit is temporarily required by the Employer or the circumstances of the situation to perform in general the duties and responsibilities of a position in a higher rated classification that are separate and distinct from those of the employee's own position for a period of any five full cumulative days or ten full one-half cumulative days in a calendar quarter, the employee shall be compensated, retroactive to the time the assignment took place, at an amount equal to four and one half percent of the employee's current rate of pay or at the starting rate of the pay scale group for the higher classification, whichever is greater. Such employee, while temporarily working and being paid in a higher class, will also be paid at the higher rate for a holiday provided the employee is charged to perform the higher level duties on the employee's scheduled workday immediately before and immediately after such holiday and is paid at the higher rate on those days. The holiday shall not count toward the requirement for five full cumulative days in a quarter. Employees who are charged to perform higher class work for a full day or a full half day and who take leave for a portion of that day will be compensated in increments of one-quarter hour for the partial day worked in the higher class

after the five full day or ten full half day threshold has been met. Furthermore, employees who work out of class for less than a full day as a result of overlapping shifts with a higher level position will be paid out of class for all hours worked in the higher class after the five full day or ten full half day threshold has been met. Once the requirement for the five full cumulative day threshold or the ten full one half cumulative day threshold has been met, payment will be included in the biweekly paycheck. If the position in the higher rated classification is filled permanently by other than the person temporarily filling the position, the person temporarily assigned shall be returned to the person's previous position and compensation, but shall receive any increments and service credits for such increments to which the person would have been entitled had the person remained in the person's normal assignment.

The duties and responsibilities that are separate and distinct from those of the employee's own position means that the work in a position in a higher rated classification includes duties or responsibilities that are different from the work the employee does in the employee's own position, but also means that pay at the higher rate is payable even though both positions may include overlapping duties and responsibilities.

An employee or employees shall not be temporarily assigned to perform in general the duties and responsibilities of a position in a higher rated classification for more than nine continuous months or the length of the leave of absence of the employee being replaced, whichever is greater.

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

Grievances arising from the provisions of this Section shall be submitted in writing and the employee shall attempt to include the dates on which the alleged out of class work occurred and a description of the alleged higher level work performed. The failure of the employee to provide the required information will not affect the validity of the grievance. Grievances pertaining to this Section shall be processed in accordance with the grievance procedure delineated in Sections 1 and 2 of this Recommendation.

For the purpose of this Section, the calendar quarters shall be defined as beginning with the first full pay period in January through March 31, April 1 through June 30, July 1 through September 30, and October 1 through the last full pay period of the leave calendar year, which is the pay period that includes December 31.

Section 4. The Employer shall notify the Union of class specification revisions to all classes that are presently in the certified first-level supervisory unit for which the Union is the representative and of class specifications and pay scale group of proposed classes that the Employer may reasonably anticipate will be placed in the certified first-level supervisory unit,

prior to the submission of these changes to the Executive Board of the Commonwealth. The Union will submit its comments, in writing, to the Employer within 15 working days of receipt of the notification. If written comments are not received from the Union within 15 working days, the Employer will contact the Union, by telephone, before submitting the proposals to the Executive Board. Reasonable written requests by the Union for time extensions will be granted. In addition, the Employer shall notify the Union of the commencement of classification studies of classifications in this first-level supervisory unit.

RECOMMENDATION NO. 24

DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

Section 1. The Employer shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. An employee may appeal a demotion, suspension, or discharge beginning at the first step of the grievance procedure within 15 working days of the date of its occurrence. The Union shall be notified promptly by the Employer of any demotion, suspension, or discharge.

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

Section 3. In the event any action is taken by the Employer under the provisions of this Recommendation which involves patient/resident/inmate/client abuse and a grievance is filed by an employee, the arbitrator shall not consider the failure of the patient/resident/inmate/client to appear as prejudicial.

Section 4. The Employer will attempt to discipline employees in such a manner so as not to embarrass the employee before the public or other employees. It must be kept in mind, however, that where insubordination or flouting of authority by an employee in public and in the presence of other employees takes place, the Employer shall not be restricted by the operation of this Section. The Employer will not take any disciplinary action against employees for appropriately advocating or appropriately attempting to bring about improvements in standards of patient care.

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

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

Section 7. After a period of two years, a written reprimand or reference to an oral reprimand shall be removed from the employee's official personnel folder if no intervening incidents of the same or a similar nature have occurred.

Section 8. The Employer and the Union agree to continue the alternative forms of discipline in lieu of suspension actions program in accordance with the side letter dated April 10, 1997.

RECOMMENDATION NO. 25

SENIORITY

Section 1. a. Under the terms of this Memorandum, the term "seniority" means a preferred position for specific purposes which one employee within a seniority unit may have over another employee within the same seniority unit because of a greater length of service within the state government or a particular organizational or occupational segment thereof.

(1) Unless otherwise stated herein, the seniority unit for lateral transfer and furlough shall consist of that group of employees in an institution, an agency central office, the Department of Health District or the Department of Health Central Office within which seniority preference is exercised.

(2) Unless otherwise stated herein, seniority refers to Supervisory Unit seniority.

(3) Supervisory Unit seniority standing shall be determined by the length of unbroken (as defined in Section 2) service with the Employer in first-level supervisory unit classifications included in this Memorandum.

(4) Employees who served in the Armed Forces of the United States during periods of war in which the United States was or is engaged as listed below shall be responsible for providing proof of military service to their human resource officer within 60 days of their first day of work or 60 days after discharge or release from active duty during a current period of war in order to receive seniority credit in accordance with the Veterans' Preference Act, 51 Pa. C.S. 7107 et seq. Failure to provide the required proof of service during the time period shall bar the employee or Union from claiming credit for such service at a later date.

Applicable periods of war are as follows:

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

b. Seniority credit for each employee is maintained as a total number of days. Employees will accrue seniority in accordance with the following procedure: The number of regular hours paid each biweekly pay period plus the number of hours approved Leave without Pay will be accumulated. This total number of hours will be divided by 7.5 or 8 as applicable and rounded up to the next higher day. The result will be added to the employee's accumulated total.

Section 2. The following shall constitute a break in service: resignation, separation for just cause, retirement, absence without leave for five consecutive working days, failure to report within ten consecutive working days of recall, expiration of recall period, failure to report after leave, and acceptance of other permanent employment while on leave. This shall not restrict the Employer's right to take whatever personnel action it deems warranted for any of the above. If service is broken by any of the above, the employee shall lose Supervisory Unit seniority. If an employee is returned within one year after such break in service, the employee shall be entitled to credit for seniority purposes for the time accrued up to the time break in service occurred, but shall not be entitled to any credit for the time represented by such break in service.

Employees who are furloughed and who file applications for retirement benefits which are subsequently approved, will be considered to have a break in service as of the date of the approval of benefits by the State Employees' Retirement Board.

A furloughed employee who applies for and receives retirement benefits from the State Employees' Retirement Board shall forfeit all recall rights as of the date of approval of benefits by the State Employees' Retirement Board.

Section 3. Seniority lists shall be prepared for each seniority group and revised where necessary every six months. Appropriate service information shall be shown thereon to permit application of various seniority provisions. Such lists shall include both full-time and part-time employees and shall be posted on the appropriate bulletin boards. Seniority lists shall be provided to the local Union representative upon request not more than once every six months.

Section 4. Postings: The Employer agrees that all vacancies (such as those positions vacated through resignation, retirement or permanent transfer of an incumbent or a position newly created by the Employer) which are to be filled within the supervisory unit will be posted at appropriate work locations within appropriate seniority units prior to the filling of such vacancies for a period of at least 10 calendar days unless otherwise provided for in this Memorandum or an emergency requires a lesser period of time.

Section 5. A 180 calendar day probationary period shall be served after a promotion. The probationary period can be extended by written mutual agreement between the Union and the Employer for an additional period. The provisions of Section 1, Recommendation 24, shall not be applicable if an employee is demoted within the probationary period or any extension thereof for failure to successfully complete the probationary period. In such case, employees shall have the right to return to their former classification during that period. Periods of leave without pay and periods of time during which an employee is using paid leave to supplement workers' compensation shall not count toward the probationary period or any extension thereof.

Section 6. Furloughs and Bumping: When the Employer determines that a furlough is necessary within a seniority unit, employees will be furloughed in the inverse order of Supervisory Unit seniority. Employees affected by furlough who have the requisite seniority and skill and ability shall bump laterally or down in the following manner:

a. If an employee is affected by furlough the employee shall bump laterally within the classification within the seniority unit as defined in Section 1.a.(1) provided that the employee has more Supervisory Unit seniority than the employee with the least Supervisory Unit seniority in that classification and has the requisite skill and ability.

b. If the affected employee is unable under Subsection a. above to bump within the classification the employee shall bump laterally or down within the seniority unit as defined in Section 1.a.(1) into any other classification previously held within the supervisory unit using the seniority procedure specified in a. above.

c. If the affected employee is unable to bump into any position as provided in Subsections a. and b. above, the employee shall be furloughed.

d. If an employee refuses to exercise rights under this Section, the employee shall forfeit all further bumping rights under this Section, recall rights under Section 8 of this Recommendation to positions in all classifications except the one from which the employee was furloughed and placement rights under Section 12 of this Recommendation.

e. Where practicable, the Employer will notify the Union one month in advance of any impending furlough.

f. An employee in a Community Health District who is subject to reassignment to a different state health center as a result of a reduction of the work force and who refuses such assignment will be furloughed.

Section 7. Before any furlough is implemented in a classification in the classified service in a seniority unit, all emergency employees will be separated before any temporary employees; temporary employees will be separated before any provisional employees; and all provisional employees will be separated before any probationary employees or any regular status members of the classified service are furloughed.

Section 8. Recall: The Employer shall establish a recall list by classification by seniority unit for those employees furloughed under Section 6 of this Recommendation in the inverse order of seniority.

a. Employees on such recall lists shall have rights to a position in a classification within the seniority unit from which they were furloughed provided they have the requisite seniority and skill and ability.

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

c. In the event any employee on a recall list refuses an offer of employment in the classification from which the employee was initially furloughed the employee shall forfeit all recall rights.

d. During the period that employees are on a recall list, they shall keep the Employer informed of any changes in address. The Employer shall not be held liable if an employee is not offered recall because of failure to notify the Employer of a change of address. An employee who is not offered recall because of failure to notify the Employer of a change of address and who subsequently informs the Employer of the current address shall be returned to the recall list and shall be offered the next opportunity for recall, provided the employee's three year recall period has not expired.

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

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

g. During the recall period employees may be offered recall to either temporary or part-time positions. If an employee refuses an offer of either temporary or part-time recall, the employee forfeits all further recall rights to the type of employment refused. The employee will retain recall rights to permanent, full-time employment for which the employee is eligible.

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

i. A Community Health Nurse Supervisor who is furloughed may refuse recall to a state health center different from the one from which furloughed without forfeiture of recall rights.

j. The Employer will provide the Union with a copy of all recall lists.

k. A furloughed employee who applies for and receives retirement benefits from the State Employees' Retirement Board shall forfeit all recall rights under this Section as of the date of the approval of benefits by the State Employees' Retirement Board.

Section 9. Employees desiring to transfer to another position in the same classification, on a different shift in the seniority unit shall submit a written request to the local human resource office within the time period specified on the posting.

Filling of vacancies, shift preference and realignment of staff will be accomplished in the following manner:

a. Filling a Registered Nurse Supervisor vacancy (as defined in Recommendation 25, Section 4):

(1) When a Registered Nurse Supervisor vacancy occurs it shall be posted for ten (10) days. Employees in the Registered Nurse Supervisor classification may bid for the vacancy as a lateral transfer between shifts. The bidding employee with the greatest supervisory unit seniority who possesses the requisite skill and ability will be awarded the position.

(2) The Registered Nurse Supervisor position vacated by the lateral transfer between shifts and any subsequent resulting Registered Nurse Supervisor vacancies will be posted for ten (10) days. Employees in the Registered Nurse Supervisor classification may bid for the vacancy as a lateral transfer between shifts. After the bids are received, the Employer, in its sole discretion, will choose to fill the vacancy by lateral transfer between shifts or by appointing an individual from outside the seniority unit who expresses an interest in the position or whose name appears on the appropriate Civil Service list. If the method chosen is lateral transfer between shifts, the employee with the greatest supervisory unit seniority who bids on a lateral transfer between shifts and who possess the requisite skill and ability will be awarded the position. Any resulting vacancy will be posted and filled in accordance with this Subsection until the Employer in its sole discretion chooses to fill the vacancy by appointing an individual from outside the seniority unit.

b. Filling a Forensic Registered Nurse Supervisor vacancy (as defined in Recommendation 25, Section 4):

(1) When a Forensic Registered Nurse Supervisor vacancy occurs it shall be posted for ten (10) days. Employees in the Forensic Registered Nurse Supervisor classification may bid for the vacancy as a lateral transfer between shifts. The bidding employee in the Forensic Registered Nurse Supervisor classification with the greatest supervisory unit seniority who possesses the requisite skill and ability will be awarded the position.

(2) The Forensic Registered Nurse Supervisor position vacated by the lateral transfer between shifts and any subsequent resulting vacancies will be posted for ten (10) days. Employees in the Forensic Registered Nurse Supervisor classification may bid for the vacancy as a lateral transfer between shifts. After the bids are received, the Employer, in its sole discretion, will choose to fill the vacancy by lateral transfer between shifts or by appointing an individual from outside the seniority unit who expresses an interest in the position or whose name appears on the appropriate Civil Service list. If the method chosen is lateral transfer between shifts, the employee with the greatest supervisory unit seniority who bids on a lateral transfer between shifts and who possesses the requisite skill and ability will be awarded the position. Any resulting vacancy will be posted and filled in accordance with this subsection until the Employer in its sole discretion chooses to fill the vacancy by appointing an individual from outside the seniority unit.

c. Filling a Community Health Nurse Supervisor vacancy (as defined by Recommendation 25, Section 4):

(1) When a vacancy within a Health District office or a Health Center occurs it shall be posted for ten (10) days. Employees in the Community Health Nurse Supervisor classification may bid for the vacancy. The bidding employee in the Community Health Nurse Supervisor classification with the greatest supervisory unit seniority who possesses the requisite skill and ability will be awarded the position. If no bidding employee possesses the requisite skill and ability to perform the duties of the posted position, the employer may fill the position using the appropriate Civil Service list.

(2) The Community Health Nurse Supervisor position vacated by the lateral transfer and any subsequent resulting vacancies will be posted for ten (10) days. Employees in the Community Health Nurse Supervisor classification may bid for the vacancy. After the bids are received, the employer, in its sole discretion, will choose to fill the vacancy by lateral transfer within the Community Health District or by appointing an individual from outside the Health District who expressed an interest in the position or by appointing an individual whose name appears on the appropriate Civil Service list.

d. Realignment of Registered Nurse Supervisor staff when no vacancy (as defined by Recommendation 25, Section 4) exists.

(1) When a realignment of staff is necessary between shifts, the Employer will seek volunteers who possess the requisite skill and ability, and if applicable, related work experience, from the classification on the shift which will be losing staff. The Employer, in its sole discretion, will choose from among such volunteers the employee to be reassigned. The Employer's decision will not be arbitrary or capricious. If there are no volunteers, the employee with the least supervisory unit seniority in the classification who possesses the requisite skill and ability on the shift which will be losing staff will be reassigned.

(2) Where feasible, ten calendar days before realignment of staff occurs, a local Union representative will be notified of the reason for and the scope of the realignment.

e. Realignment of Forensic Registered Nurse Supervisor staff when no vacancy (as defined by Recommendation 25, Section 4) exists.

(1) When a realignment of staff is necessary, between shifts, the Employer will seek volunteers who possess the requisite skill and ability, and if applicable, related work experience, from the classification on the shift which will be losing staff. The Employer, in its sole discretion, will choose from among such volunteers, the employee to be reassigned. The Employer's decision will not be arbitrary or capricious. If there are no volunteers, the employee with the least supervisory unit seniority in the classification who possesses the requisite skill and ability on the shift which will be losing staff, will be reassigned.

(2) Where feasible, ten calendar days before realignment of staff occurs, a local Union representative will be notified of the reason for and the scope of the realignment.

f. For the purpose of this Section, lateral transfer means movement from one position to another within the same classification.

All postings referred to in a. above will contain the classification and shift of the position to be filled.

Nothing contained above shall impair the Employer's right to reassign/transfer employees between patient care areas on the same shift.

It is understood that the recall provisions of Section 8 and the placement provisions of Section 12 of this Recommendation supercede the provisions a.(2), b.(2), and c.(2) above.

g. Involuntary transfer from one state health center to another within a seniority unit shall be in inverse order of supervisory unit seniority.

Section 10. Grievances relating to the interpretation, application and implementation of Sections 6, 7, 12, 15 and 16 of this Recommendation shall be filed at the first step. Only those grievances relating to Section 6 shall be subject to Arbitration which shall be conducted by a panel of three members: one to be appointed by the Office of Administration, one to be appointed by the Union, and the third to be selected by the Employer from a list of five names to be mutually agreed upon by the Employer and the Union. Such third member shall not be affiliated, directly or indirectly with any labor organizations or be an employee of the Commonwealth of Pennsylvania. The decision of the panel, hereinbefore described, shall be final and binding on the parties to this Memorandum. The panel shall meet monthly for the purpose of adjusting grievances under this Section.

Section 11. When in the exercise of seniority rights provided hereunder, two or more employees are deemed relatively equal in skill and ability and have the same seniority date or amount of seniority, preferential rights shall be determined by the amount of combined seniority in the Nursing and Supportive Medical Services bargaining unit and this Supervisory Unit. If the employees have the same amount of combined seniority, preferential rights shall be determined by lot.

Section 12. Placement: If an employee is unable to execute a bump as provided by Recommendation 25, Section 6, and is placed on a furlough list, the Commonwealth will attempt to place the employee in a budgeted, available, uncommitted vacancy in a classification covered by the Memorandum to which there are no seniority claims in the following manner:

a. Placement will be to positions in classifications outside the employee's seniority unit in the same or lower pay scale group covered by the Memorandum in agencies under the jurisdiction of the Governor, except that for employees within an independent agency placement will also be made to positions covered by this Memorandum within the independent agency, and will be carried out in an order consistent with the bumping order outlined in Recommendation 25, Section 6, provided the employee possesses the requisite skill and ability. If such placement is not possible, the employee will be placed in a position covered by this Memorandum for which the

employee qualifies, provided the pay scale group for the classification is equal to or lower than the pay scale group for the employee's classification at the time of furlough.

b. Geographic limitations for the application of this Section will be designated by the employee by completing a placement questionnaire. The employee may choose up to ten counties in which the employee would be available or a statewide availability. The provisions of this Section will be implemented at the time the employees' completed placement questionnaires are received by the Secretary of Administration or designee and will continue for twelve months from the date of furlough. The provisions of this Section will not be implemented for employees who do not return a completed placement questionnaire.

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

d. Civil service employees will have placement rights only to civil service vacancies, except that if an appropriate vacancy in a civil service position is not available and an employee previously held a non-civil service position in a classification to which the employee would have rights under this Section, placement in that non-civil service classification will be attempted consistent with the requirements outlined in Paragraph 1 of this Section. Non-civil service employees will have placement rights only to non-civil service vacancies, except that if an appropriate vacancy in a non-civil service position is not available and the employee previously was a member of the classified service in a classification to which the employee would have rights under this Section, placement in that civil service classification will be attempted consistent with the requirements outlined in Paragraph one of this Section and in accordance with the Civil Service Act and Rules.

e. Employees will be offered placement in one vacant position. If an employee declines the offer of placement, the employee's rights under this Section cease. The furloughed employee shall retain recall rights as outlined in Recommendation 25, Section 8.

f. Employees placed in vacancies in the same classification from which they were furloughed will lose recall rights as outlined by Recommendation 25, Section 8. Those employees placed in a lower classification will retain their recall rights under Recommendation 25, Section 8.

g. If an employee accepts an offer of placement under this Section, any other placement rights to which the employee may be entitled under this Section cease. In addition, such employee shall complete an "Availability for Temporary Employment" questionnaire. If an employee indicates a desire not to be offered placement to temporary positions no such offers will be made and placement rights to permanent positions will not be affected. However, if an employee indicates a desire to be offered a temporary position and refuses such an offer, the employee shall forfeit all placement rights.

Section 13. A regular or probationary employee whose position is either transferred to another agency or reassigned to another geographic location within an agency shall not be furloughed or terminated as the result of such reassignment or transfer unless the employee refuses the position in its new location. If the employee accepts the transfer or reassignment, the employee shall retain seniority credits.

Section 14. For the purpose of layoff and furlough only, the number of Union Officers of the Union locals agreed upon by the parties on December 2, 1999 shall have superseniority.

Section 15. Employees who formerly occupied classifications included in this Memorandum and who are not now in a supervisory unit represented by OPEIU and are affected by furlough may not bump into classifications previously held in this supervisory unit. However, employees who formerly occupied classifications within supervisory units included in this Memorandum and who elected the voluntary demotion/transfer option contained in the 1991-1993 Memorandum of Understanding may exercise that option, if available, during the term of this Memorandum.

Section 16. Permanent part-time employees will have the right to use their seniority to bid and be selected for permanent full-time vacancies that occur in the same classification within the seniority unit.

RECOMMENDATION NO. 26 UNIFORMS, CLOTHING AND EQUIPMENT

Section 1. 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. Where the tools customarily used by an employee are now required to be supplied by an employee, such requirement shall continue; where such tools are presently supplied by the Employer, the practice shall continue. It is understood that the present practice under which the employees supply their own uniform, clothing and shoes shall continue in effect.

Section 2. In the event a patient or inmate damages or destroys items of clothing or personal property which are worn by an employee and which are necessary for the performance of such employee's work, the Employer shall reimburse the employee for the value of such clothing or personal property. In addition, where the employee demonstrates that items of clothing which were not being worn by the employee are destroyed by a patient or inmate, the Employer shall reimburse the employee for the value of such clothing.

The condition of the clothing or personal property immediately prior to such damage shall be taken into account in determining its value. The incident giving rise to such claims must be verified and not be due to the employee's own negligence.

Section 3. A uniform committee will be established in the Department of Corrections to meet and discuss over the establishment of a dress code and a uniform to be worn by Department of Corrections' employees. The committee will include an equal number representatives of management and Department of Corrections employees.

RECOMMENDATION NO. 27 NON-DISCRIMINATION

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, religious creed, color, ancestry, sex, marital status, age, sexual orientation, national origin, disability, Union membership or activities, AIDS or HIV status, the exercise of rights under the Public Employee Relations Act, or political affiliation.

RECOMMENDATION NO. 28 UNION BUSINESS

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

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

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

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

Where feasible at a worksite, the Union shall, upon request, be provided a file cabinet for storage of Union-related materials.

RECOMMENDATION NO. 29
SPECIAL AND PART-TIME EMPLOYEES

Section 1. Present practices relating to part-time and irregularly scheduled employees shall remain as is, except as modified by this Memorandum.

Section 2. Employees referred to in Section 1 shall only be entitled to those fringe benefits presently received subject to any modifications to those specific fringe benefits provided for in the Memorandum. If prior fringe benefits were prorated, the modifications to those fringe benefits shall likewise be prorated. No additional fringe benefits shall accrue by virtue of the provisions of this Memorandum except as provided herein.

RECOMMENDATION NO. 30
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.

Section 2. The Commonwealth reserves the right to discipline, suspend, demote, or discharge any employee or employees who violate the provisions of Section 1 of this Recommendation.

RECOMMENDATION NO. 31
TRAVEL EXPENSES

Section 1. Travel expenses shall be paid in accordance with the Commonwealth's existing Travel Expense Regulations. The mileage allowance shall be the General Services Administration rate. If the General Services Administration of the Federal Government increases or decreases the mileage allowance for employees under its jurisdiction, the mileage allowance for employees under this Memorandum will be increased or decreased on the effective date of the General Services Administration change.

Section 2. Employees whose work assignments regularly require them to be 15 miles or more from their regular office worksite during their normal lunch period shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50 including sales tax.

Section 3. The Employer's Corporate Card Program shall apply to employees in this unit.

RECOMMENDATION NO. 32 PERSONNEL RECORDS

There shall be an official personnel file for each employee. The contents of an employee's personnel file, excluding pre-employment information, is available for examination by the employee. Such examination shall be at the location where the personnel file is maintained and shall be conducted in the presence of the human resource officer or designee. Material shall not be removed from or added to the folder nor shall its contents be altered in any way. Employees are entitled to have a representative with them while reviewing their own file. If there is any disagreement as to the contents of the personnel file, an employee shall have the right to submit a statement concerning any materials in the employee's file and any such statement shall then become part of the personnel file. At the time that any adverse material is placed in the official personnel file, a copy will be sent to the employee.

RECOMMENDATION NO. 33 EQUAL EMPLOYMENT OPPORTUNITY

Section 1. If any provisions of this Memorandum are in conflict with Federal Executive Orders 11246 and 11375, as amended, and the Civil Rights Act of 1964, and all laws and rules relating to the Commonwealth's Equal Employment Opportunity Program, and the Americans with Disabilities Act, the provisions of such orders, laws and implementing regulations shall prevail.

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

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

Section 2. Men are a small minority in professional nursing. Nothing in this Recommendation shall have the effect of limiting, hindering, or discouraging the employment of men qualified as registered nurses into positions covered by this Memorandum, or their assignment, upgrading or promotion from one position to another such position.

RECOMMENDATION 34 ACCELERATED GRIEVANCE PROCEDURE

Section 1. Where an employee of the Commonwealth represented by the OPEIU has the right to process a grievance through either the procedure provided herein or through the Pennsylvania Civil Service Commission and files an appeal with the Commission, either the memorandum grievance procedure shall cease, if the employee has submitted a memorandum grievance, or the employee shall not be entitled to institute proceedings under the memorandum grievance procedure. If the appeal to the Commission is withdrawn by the employee or not accepted by the Commission within the time limits prescribed in Section 3 of this Recommendation, the processing of a timely filed memorandum grievance shall be permitted. Additionally, if the appeal to the Commission is not accepted outside the time limits prescribed in Section 2 of this

Recommendation, the employee shall be entitled to institute proceedings under the memorandum grievance procedure within fifteen (15) working days of the date of the Commission's denial of appeal. Any grievance appealed outside the fifteen (15) working day limit shall be considered untimely filed.

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

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

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

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

When special circumstances preclude the disclosure of confidential patient, resident, client, student or inmate information at the Step 1 meeting, the case will be handled in accordance with the agreed upon procedures to be developed by the parties.

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

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

STEP 2. If the Step One response is not satisfactory, or a response has not been received by the Union within fifteen (15) working days of the Step 1 meeting, the Union shall have fifteen (15) working days after the Commonwealth's response is received or due, to appeal the decision by filing its grievance with the Joint Pennsylvania State Committee. Such submission, in a form to be established by the Committee, shall be made in writing, and shall be filed in accordance with the established procedures with the Office of Administration, Bureau of Labor Relations (OA-BLR). This office will officially "docket" all grievances submitted by the Union

and will furnish official notice confirming the docketing of all cases scheduled to be heard by the State Committee, along with the date, place, and time of the scheduled meeting. Dockets will be sent to the affected Employer (Division of Labor Relations) and OPEIU (Grievance Department).

No postponements of cases involving discharge are permitted at the State Committee except for emergency reasons.

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

Decisions of the Joint Pennsylvania State Committee shall operate as precedent.

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

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

STEP 3. An appeal from a deadlocked decision at Step 2 for a grievance alleging a discharge, demotion or suspension may be initiated by the Union, by written notice of the intent to proceed to arbitration. This notice must be sent within fifteen (15) working days after the deadlocked decision from Step 2 to the Office of Administration (Bureau of Labor Relations) and the affected Employer (Division of Labor Relations) when the appeal is filed.

Arbitration

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

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

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

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

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

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

Time Limits

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

Costs

Each party shall bear the costs of preparing and presenting its own case. All fees and expenses of the arbitrator shall be divided equally between the parties, except where one of the parties to this Memorandum request a postponement of a previously scheduled arbitration hearing which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the grievance, in which event the postponement shall be divided by the parties.

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

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

Section 3. An employee shall be permitted to have a representative of the Union present at each step of the grievance procedure, up to and including Step 2; subject, however, to Section 606, Article VI of the Public Employee Relations Act. Upon request by a Union representative, a Step 1 grievance meeting will be postponed or rescheduled, if necessary, if a Union Representative is temporarily unavailable to the employee. Where this occurs, the time limits for response to the grievance will be suspended during the postponement period.

Stewards

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

Lost Time

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

An employee who presents a grievance or sits on a Joint State Committee Panel, shall do so with pay, provided the Union has indicated their desire to have that person participate in the procedure. The number of employees so designated shall not be abused.

Leave without pay will be granted to employees for pre-meeting preparation prior to the date of a Committee meeting, in accordance with Recommendation 14, Section 3.b.

State/Agency Wide Grievances

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

Section 4. The Joint Pennsylvania State Committee will function under the attached Rules of Procedure, which are contained in Appendix C.

RECOMMENDATION NO. 35 CONSULTATION

Section 1. Committees of Union representatives may meet with Employer representatives at local, agency, or state level to resolve problems dealing with the implementation of this Memorandum and to discuss other labor-management problems that may arise, either upon request or at regular intervals. The levels at which these committees are to function may be determined by agency discussions.

Section 2. Committees of Union representatives may meet with appropriate Employer representatives at local, agency or state level, upon request or at regular intervals to meet and discuss on policy matters affecting wages, hours and terms and conditions of employment as well as the impact thereon. Nothing in this Section implies that the Employer may not discuss problems and proposals dealing with patient care and health services with individuals or representatives of professional associations. Nothing in this Section implies that the Employer may not invite the participation of Union representatives in the patient care policy making process.

Section 3. The Employer shall, at the request of the Union meet and discuss on such matters as staff-patient ratios and scheduling.

Section 4. The Employer shall, at the request of the Local Union, establish a nurse practice committee at each worksite. The purpose of this committee will be to meet and discuss over changes in nursing procedures in relation to the Nurse Practice Act.

Section 5. There shall be established a statewide nurse practice and standards committee. Representatives to this committee shall come from the Office of Administration, the Agencies which employ OPEIU and SEIU Healthcare Pennsylvania represented employees, OPEIU and SEIU Healthcare Pennsylvania. The purpose of this committee shall be to discuss and to attempt to resolve statewide issues relating to Commonwealth nursing practices and standards, scheduling, hours of work, and other workplace concerns as identified by committee representatives. Committee representatives shall have access to relevant and necessary information to enable them to intelligently and productively raise concerns and discuss the issues. The committee shall at a minimum, meet annually and more often as the parties agree. (Note: It is not the intent of the parties that this committee deal with issues which are local in nature, nor is it their intent that this committee supplant local efforts to deal with the issues referenced above.) Committee recommendations will be submitted to relevant agencies. Actions taken, or not taken by the agency in response to the recommendation shall not be arbitrary or capricious.

RECOMMENDATION NO. 36 MISCELLANEOUS PROVISIONS

Section 1. Ratings shall be completed by supervisors who are familiar with the work performance of the employee. This shall in no way affect review procedures.

Section 2. Employees shall be eligible for unemployment compensation benefits as provided by law.

Section 3. The Employer shall furnish an employee with a copy of a rule or directive which has been issued in writing by the Employer and which is applicable to the employee's work situation. This requirement applies only to specific rules or directives which have been requested and does not require the Employer to furnish copies of manuals or compiled sets of rules to employees.

Section 4. The Employer shall provide eating and sanitary facilities, supervisor's lounges and closets or lockers for employees in the unit whenever sufficient space is available in existing buildings and such facilities can be provided without major alterations or additions.

Section 5. All letters of agreement between the Bureau of Labor Relations and OPEIU shall remain in effect if applicable.

Section 6. A position shall not be filled by a temporary employee or employees for more than 12 consecutive months or the length of a leave of absence of the employee being replaced, whichever is greater.

Section 7. A statewide joint committee comprised of five representatives of the Union and five representatives of the Employer (agencies under the Governor's jurisdiction) will meet during the term of this memorandum to discuss expansion of child care facilities.

Section 8. Policies concerning smoking, smokeless tobacco, and electronic smokeless devices at the work site, including prohibitions against any or all of these, may be established by the Commonwealth after meet and discuss with the Union.

Section 9. The parties agree that employees represented by OPEIU who are employed in the Department of Corrections and in forensic units within the Department of Human Services are subject to the provisions of the Department of Corrections Drug and Alcohol Testing Program contained in Appendix D, The Drug Interdiction Procedures Manual, Department of Corrections Policy Number 6.3.12; as amended and the K-9 Program, Drug Interdiction Procedures Manual 6.3.12, as amended, effective February 1, 1997. The scope of testing and cut-off levels for determination of violation of the aforementioned policy shall conform to those established by the U.S. Department of Health and Human Services.

Searches of employees due to a positive reaction to drug interdiction equipment or a K-9 will be conducted in accordance with the existing Institution Security Policy, OM-082-01.

The parties agree in the interest of achieving drug and alcohol free Department of Corrections institutions/boot camps/corrections community centers, and Department of Human Services forensic units, that the Department of Corrections and Department of Human Services may modify the above referenced programs and policies including but not limited to random drug and alcohol testing in the same manner as the program and policies are modified for the employee organization which represents the majority of state employees after meeting and discussing with the Union.

The Commonwealth and the Union agree that the coverage of employees by the above referenced programs and policies and the agreement to meet and discuss prior to modifying the above referenced programs and policies represents the result of meet and discuss conducted under and in accordance with the Public Employee Relations Act and constitutes a term and condition of employment for employees in this supervisory unit.

RECOMMENDATION NO. 37 WORKING ENVIRONMENT

It shall be the duty of the Employer to remedy all unsafe or unhealthy conditions within a reasonable time after notification by the Union of the existence of such condition.

RECOMMENDATION NO. 38 SAFETY AND HEALTH

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

Section 2. The Employer agrees to establish a health and safety committee at each agency. Multi-agency committees may be established by mutual agreement. The committee shall be composed of an equal number of representatives of the Union and the Employer. The purpose of the committee shall be to investigate present or potential safety hazards and security problems and to make recommendations for corrective action. The Committee may also discuss which employees will be provided wrist rests. Unless otherwise agreed by the parties, the committees shall meet once each quarter unless a clear and present danger situation warrants a special meeting. The committee shall establish its own operating procedures. However, Union representatives on the committee shall be given a reasonable amount of time during working hours to investigate safety and health hazards brought to the committee and to serve on this committee.

Section 3. The Employer agrees to a state-wide committee at each agency to recommend policies and practices for the purpose of minimizing the risk of injury from needle sticks and non-needle sharps. The committee shall consist of an equal number of representatives appointed by the Employer and the Union. The committee will be co-chaired by the Employer and the Union.

The committee will identify and investigate health and safety hazards and make recommendations on preventative measures. The committee will review current and new equipment, medical treatment, and/or processes to ensure the strongest feasible protections from hazards including, but not limited to engineering controls, personal protective equipment, safety substitutes, and proper education and training.

Upon request from the committee, the Employer shall provide the committee with available information on the number and types of injuries and illnesses resulting from needle sticks, and non-needle sharps.

Section 4. The Employer agrees to inform the local Union when representatives of the Bureau of Occupational and Industrial Safety, Department of Labor and Industry, or other state or federal agencies involved in the establishment or enforcement of laws concerning or affecting the health and safety of employees working in state-owned or leased buildings are on the premises for an inspection. A designated Union steward or officer located on the premises shall be allowed to accompany such representatives on inspection tours of the work site to point out deficiencies, without loss of pay or leave time. In addition, when the Employer is aware of the presence of representatives of such regulatory agencies who are at the work site for the purpose of safety inspections, the Employer agrees to inform the local Union.

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

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

Section 7. Employees shall be provided with information on all communicable diseases and infestations to which they may have routine workplace exposure. Information provided to employees shall include the symptoms of the diseases, modes of transmission, methods of self-protection, proper workplace procedures, special precautions and recommendations for immunization where appropriate. The Employer and the Union agree to establish a committee to formulate a policy on how to deal with persons who have a communicable disease or are suspected of having a communicable disease.

Section 8. Upon written request, the local Union shall be provided with copies of statistical reports concerning work-related accidents.

RECOMMENDATION NO. 39 PROFESSIONAL EDUCATION PROGRAM

Section 1. The Employer and the Union recognize the need for a Professional Educational Program that can be made available on an equitable basis to all employees in this unit.

Section 2. a. In this Recommendation, in-service training refers to that training conducted by the Employer on the Employer's premises to assist employees in acquiring the knowledge and skills to perform their duties as professional employees more effectively.

b. Out-service training may include workshops, conferences, correspondence courses, on-line (internet-based) training and seminars which are conducted by professional, private, or public organizations and which are directly related to the employee's current job duties.

Section 3. In order to facilitate attendance of employees on an out-service training basis, the Employer agrees to extend to each employee within the unit five educational leave days for the period July 1, 2015 through June 30, 2016 for attendance at out-service training approved by the Employer in accordance with Section 2.b. above. In addition, the Employer agrees to reimburse each employee for the amount actually expended not to exceed \$1000 for the period July 1, 2015 through June 30, 2016 for out-service training within the Commonwealth of Pennsylvania. However, the Employer retains the right to deny requests for out-service training if equivalent programs are offered at a location closer to the employee's worksite. The Employer, in its sole discretion, may send employees to out-service training at a location outside of the Commonwealth of Pennsylvania. The cost of such training shall be deducted from the allowance provided under this Section. Reimbursement for expenses under this Recommendation shall be in accordance with the Commonwealth's Travel Expenses Regulations (Management Directive 230.10).

Employees who attend out-service training where lunch is not provided as a part of the registration fee will be reimbursed for out-of-pocket lunch expenses not to exceed \$10.00, including sales tax upon presentation of a receipt.

The amount of money reimbursed for lunch expenses will be charged against the aggregate amount of money extended to each employee for out-service training.

Requests to use educational leave must be submitted to the Employer at least 30 calendar days in advance of the date(s) requested, or as soon as practicable and should indicate the type of training and the dates of attendance. The Employer will respond, within ten working days, (defined as Monday through Friday, exclusive of holidays) to requests for out-service training. If an employee does not receive a response within the time limits set forth herein, the employee may submit a complaint in accordance with the procedure outlined in Section 9 of this Recommendation.

The Employer will consider such requests in accordance with Section 2.b. above, and subject to operational requirements shall not arbitrarily and capriciously deny such requests. Should more requests be received than can be granted, approvals will be made within the seniority unit based on Supervisory Unit seniority. However, once a request has been approved by the Employer, it will not be rescinded on the basis of a subsequent request by a more senior employee.

Any such training or education which is being conducted by OPEIU must be conducted at separate conferences and in such a manner that it is fully and completely separated from the collective bargaining program of the Union.

Section 4. Full-time employees shall be eligible for tuition reimbursement up to a maximum of \$2,000 for the period July 1, 2015 through June 30, 2016 after successful completion of accredited academic undergraduate or graduate courses which would enable professional employees to maintain or improve skills required in performing their current job duties, or, in the case of employees who are enrolled in a degree program, which are necessary for completion of a degree in nursing or a related health-care field.

Educational leave as outlined in Section 3 above may be used by an employee in hourly increments, to a total of 37.5 or 40 hours for the period July 1, 2015 through June 30, 2016, to allow an employee's attendance at a college course for which tuition reimbursement has been approved. The use of educational leave for this purpose is subject to management's ability to maintain efficient operations and provided that an alternate work schedule could not be arranged.

Section 5. Reimbursement under Section 4 above will be made for courses which are approved in advance by the Employer and will be in accordance with procedures established through the Directives Management System and by the Agency involved. The Employer will respond to requests for approval of courses at the local level within five working days and at the State level within ten working days.

Section 6. Reimbursement will be contingent upon successful completion of the course (attainment of a grade of "C" or better). Employees who terminate employment before the end of a course will not be eligible for reimbursement.

Section 7. Part-time employees who are scheduled to work at least 50% time shall be eligible for educational leave and out-service training in accordance with Section 3 above and tuition reimbursement as provided in Section 4 above on a pro rata basis.

Section 8. Employees who use both continuing education and tuition reimbursement benefits in the same memorandum year shall be subject to a combined use limitation of \$2,125 for the period July 1, 2015 through June 30, 2016. However, the amounts used for continuing education shall not exceed the amounts set forth in Section 3 of this Recommendation.

Section 9. An employee who does not receive a response within the time limits set forth above or who is denied benefits under Section 3, Section 4 or Section 8 and believes that such denial is unfair or arbitrary or otherwise contrary to the intent of this Recommendation shall immediately report the incident to the Union. The Union will report the complaint to the appropriate Agency and to the Office of Administration. The Employer, within five working days, will investigate and respond to the complaint and take corrective action if warranted. This procedure will be in lieu of recourse to the grievance procedure. General problems in administration of this Recommendation will be subject to meet and discuss at appropriate agency levels.

Section 10. Requests for out-service training which have been denied for failure to meet the criterion established in Section 2.b. of this Recommendation shall, at the request of the Union, be reviewed by a joint committee. The committee shall consist of one member to be appointed by OPEIU, one member to be appointed by the Office of Administration (the Chief Negotiator or designee) and the Agency Labor Relations Coordinator or designee.

The committee will review the subject matter of the training and the reasons for denial to determine whether, in its opinion, the request should have been approved or disapproved. The committee will issue an advisory opinion to the Employer which will be taken into consideration in the review of the instant request or similar future requests.

Section 11. Leave and expense benefits referred to in this Recommendation are a part of what is provided in Management Directive 535.3, Out-Service Training, and are not intended to add to or to limit what is stated in that directive.

Section 12. Should at any time during the life of this Memorandum, the State Board of Nursing attach mandatory continuing education requirements to Registered Nurse license renewal, the Employer agrees to open Section 3 of this Recommendation for discussion.

Section 13. The Employer and the Union recognize the need for in-service educational programs for unit employees and the need for expansion and improvement in many existing programs. Where programs are implemented, improved or expanded, the Employer will meet and discuss with the Union on the quantity, quality and subject matter.

Section 14. Should at any time during the life of this Memorandum, a Commonwealth of Pennsylvania regulatory agency attaches mandatory continuing education or certification requirements to Registered Nurses, the employer agrees to open Section 3 of this Recommendation and Section 16 of Recommendation 16 for discussion.

Section 15. The Employer agrees to provide the Union a semi-annual report regarding employees' utilizations of the leave and expense reimbursement benefits provided in this Recommendation.

RECOMMENDATION NO. 40 SUCCESSORS

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

For informational purposes, the Employer shall notify the new Employer of the existence of this Memorandum, and shall notify the new Employer that the Union is the certified meet and discuss representative of employees covered by this Memorandum.

RECOMMENDATION NO. 41 PRESERVATION OF SUPERVISORY UNIT WORK

Section 1. It is the Commonwealth's intent to utilize supervisory unit employees to perform supervisory unit work to the fullest extent feasible, subject to the criteria of Sections 3.b. and 4.b.

Section 2. The provisions of Sections 2 through 7 of this Recommendation shall apply only to supervisory unit work performed on July 1, 1997 by employees represented by the Union in the particular agency affected.

Section 3. a. Except as provided in Section 8, the Employer shall not contract/assign supervisory unit work included in the scope of Section 2 to independent contractors, consultants or other non-OPEIU supervisory unit state employees where (1) such contract/assignment would result in the layoff or downgrading of an employee or (2) such contract/assignment would prevent the return to work of an available, competent employee or (3) the duration of the work to be performed under the contract/assignment is expected to be more than 12 consecutive months or (4) the work is performed on an annually recurring basis; except for the reasons set forth in Subsection b.

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

Section 4. a. Except as provided in Section 8, the Employer shall not contract/assign supervisory unit work included within the scope of Section 2 which becomes available as a result of a retirement, resignation, termination, promotion, demotion or reassignment of an employee to independent contractors, consultants or other non-OPEIU supervisory unit state employees except for the reasons set forth in Subsection b.

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

Section 5. The Employer shall provide the Union with as much advanced notice as possible of a proposed contract/assignment of supervisory unit work included within the scope of Section 2 which meets the conditions set forth in Sections 3.a. and 4.a.

Section 6. At each site where a proposed contract/assignment of supervisory unit work is to occur and provided the work is included within the scope of Section 2 and meets the conditions set forth in Sections 3.a. and 4.a. local labor/management committees shall meet and discuss over the reasons for the contract/assignment. At this meeting the Employer shall provide to the Union all information it has to support a claim (a) of reasonable cost saving or improved service, (b) of legitimate operational reasons resulting from technological changes, (c) that there are insufficient numbers of available, competent employees on layoff on the applicable recall list within the agency to perform the required work, or (d) that the duration of the contract/assignment is not expected to exceed 12 consecutive months duration. The Union shall have the opportunity to provide alternative methods to attaining the Employer's desired result. In the event that the parties at the local level are unable to resolve the issue, the contract or the assignment made may be implemented and the matter shall be referred to a committee comprised of the Union, the Agency and the Office of Administration.

Section 7. The Employer agrees to meet and discuss regarding any contract/assignment involving work of the type traditionally performed by employees covered by the supervisory unit, but excluded by Section 2 of this Recommendation, upon request of the Union and presentation by the Union of an alternative which may result in reasonable cost savings or improved delivery of service.

Section 8. This Memorandum will not be construed so as to prevent other non-OPEIU first-level supervisory unit state employees who are in classification titles represented by employee organizations other than OPEIU, from performing supervisory unit work for the purpose of instruction, illustration, lending an occasional hand or in emergency situations to carry out the functions and programs of the Employer or maintain the Employer's standard of service.

Section 9. The Employer and the Union acknowledge this Recommendation represents the results of meet and discuss conducted under and in accordance with the Public Employee Relations Act and constitutes the full and complete understanding regarding the issues of contracting out and transfer of supervisory unit work.

RECOMMENDATION NO. 42 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 actual work time (including service as a PRN Nurse), within the twelve months preceding the commencement of the leave. Leave under this Section shall be approved on an intermittent or reduced-time basis during the first twelve weeks of absence per rolling twelve month year. After twelve weeks of absence, whether taken intermittently, on a reduced-time basis, or continuously, subsequent leaves in the rolling twelve month year shall not be approved for periods less than two consecutive weeks. For eligible permanent part-time employees, both the six month and 12 week

entitlements provided by this Section will be pro-rated based on the employee's percentage of full-time regular hours worked.

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

One aggregate six month entitlement of leave without pay with benefits will be provided for family care leave without pay used under this Section, sick leave without pay used under Recommendation 14, Section 5.a., and parental leave without pay used under Recommendation 15, Section 1.a. Leave used under these Recommendations, as well as military exigency leave used under Recommendation 14, Section 10, will be deducted from the six month entitlement and run concurrently.

After the employee has used an aggregate of six months of leave without pay with benefits under this Section, Recommendation 14, Section 5.a., Recommendation 15, Section 1.a., and/or military exigency leave under Recommendation 14, Section 10, the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six month entitlement under the rolling twelve month year, provided that the employee has at least 1250 hours of actual work time within the twelve month period preceding commencement of the leave.

The continuation of benefits under this Section is subject to the employee's payment of any required employee contribution under Recommendation 21, Section 3.

Section 2. State paid coverage for life insurance and state payments toward coverage for health benefits as provided in Recommendations 20 and 21 will continue for the period of time the employee is on family care leave without pay with benefits under Section 1 of this Recommendation.

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

b. It is understood by the parties that Subsection 4.a. applies except that employees may choose to retain up to ten days of accrued sick leave to be used as sick family and/or additional sick family, in accordance with Recommendation 11, Sections 4 and 5. The choice to retain or not retain sick leave cannot be made retroactively, and saved days will be measured based on accrued sick leave available at the commencement of the absence. Saved days may be used by employees for absences appropriate for the use of such leave at any time during the first 12 weeks of the six month entitlement to leave without pay with benefits; such sick leave used will run concurrently with and reduce the six month entitlement to leave without pay with benefits. Days saved and requested for intermittent or reduced-time absences for periods less than two consecutive weeks after the first 12 weeks of the six month entitlement to leave without pay with benefits will be reviewed for approval under the provisions of Recommendation 11; such use will not be counted against the six month entitlement to leave without pay with benefits.

Section 5. An employee shall have the right to return to the same position in the same classification held before going on family care leave, or to an equivalent position with regard to pay and skill for absences under Section 1 of this Recommendation. After commencing the extension period under Section 3 of this Recommendation and upon receipt of a written request to return to work, the employee shall be offered a position in the same classification and seniority unit for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the six-month period, any position in the same classification, in a lower classification in the same classification series, or a position previously held, within the seniority unit, for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If the employee refuses an offer of a position in the same classification, the employee's rights under this Section shall terminate. If the employee accepts a position in a lower classification or a position previously held, the employee will be offered a position in the same classification if there is a vacancy in that classification during the remainder of the six-month period in the seniority unit, provided there are no seniority claims to the position, and the agency intends to fill the position.

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

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

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

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

Section 8. For the purpose of this Recommendation, domestic partner shall be defined as a same sex domestic partner who meets the eligibility criteria established by the Commonwealth.

RECOMMENDATION NO. 43 LEAVE DONATION PROGRAM

Section 1. Permanent employees may donate annual and personal leave to a designated permanent employee in the employee's agency who has used all accrued and anticipated paid leave for the current leave calendar year. The leave is to be used for the recipient's own catastrophic injury or illness or for the catastrophic injury or illness of a family member. The leave also may be used as bereavement leave if the employee's family member dies and the employee has no accrued or anticipated sick leave available, subject to the limitations in Recommendation 11, Section 6.

Section 2. Recipients

a. Recipients must be permanent employees in meet and discuss units that have agreed to participate in this program.

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

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

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

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

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

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

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

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

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

Section 3. Donors

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

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

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

d. Unused donations are returned to the donor if: the recipient or family member recovers, dies, or separates before the donor's leave is used; or if the recipient does not use the leave by the end of the leave calendar year, and is expected to either return to work within 20 workdays or to have sufficient anticipated leave available in the new year to cover the absence. In accordance with Section 1 above, an employee whose family member dies and who does not have accrued or anticipated sick leave available, may use donated leave as bereavement leave, subject to the limitations in Recommendation 11, Section 4.

Section 4. The provisions of this Recommendation are not grievable under Recommendation 34 of this Memorandum.

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

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

The Recommendations set forth above in this Memorandum are subject to the approval of the Executive Board.

Except as provided otherwise herein, the Employer has fulfilled its obligation to meet and discuss with employees in this unit or their representatives on wages, hours and other terms and conditions of employment for the period prior to June 30, 2016.

It is understood that this Memorandum and the Recommendations contained herein, whether or not implemented in whole or in part, do not and shall not constitute a collective bargaining agreement or contract binding on the parties.

10/20/15
Date

COMMONWEALTH OF PENNSYLVANIA

OPEIU HEALTHCARE PENNSYLVANIA
LOCAL 112



Sharon P. Minnich
Secretary of Administration


Michael O. Bodinsky
Executive Director

COMMONWEALTH OF PENNSYLVANIA
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2014
PAY SCALE TYPE ST

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10
1 Hourly	11.19	12.62	14.23	16.02	18.08	20.47	23.36	26.68	30.46	34.74
1 Biweekly	839.25	946.50	1,067.25	1,201.50	1,356.00	1,535.25	1,752.00	2,001.00	2,284.50	2,605.50
1 Annual*	21,888	24,685	27,834	31,335	35,364	40,039	45,692	52,186	59,580	67,951
2 Hourly	11.45	12.88	14.48	16.34	18.47	20.91	23.90	27.24	31.11	35.52
2 Biweekly	858.75	966.00	1,086.00	1,225.50	1,385.25	1,568.25	1,792.50	2,043.00	2,333.25	2,664.00
2 Annual*	22,396	25,193	28,323	31,961	36,127	40,900	46,748	53,281	60,851	69,477
3 Hourly	11.66	13.10	14.79	16.69	18.83	21.35	24.41	27.89	31.83	36.32
3 Biweekly	874.50	982.50	1,109.25	1,251.75	1,412.25	1,601.25	1,830.75	2,091.75	2,387.25	2,724.00
3 Annual*	22,807	25,624	28,929	32,646	36,831	41,761	47,746	54,553	62,259	71,042
4 Hourly	11.89	13.38	15.10	17.04	19.22	21.86	24.95	28.52	32.53	37.11
4 Biweekly	891.75	1,003.50	1,132.50	1,278.00	1,441.50	1,639.50	1,871.25	2,139.00	2,439.75	2,783.25
4 Annual*	23,257	26,171	29,536	33,330	37,594	42,758	48,802	55,785	63,629	72,587
5 Hourly	12.14	13.65	15.35	17.35	19.64	22.36	25.51	29.13	33.27	37.90
5 Biweekly	910.50	1,023.75	1,151.25	1,301.25	1,473.00	1,677.00	1,913.25	2,184.75	2,495.25	2,842.50
5 Annual*	23,746	26,699	30,025	33,937	38,416	43,736	49,898	56,978	65,076	74,132
6 Hourly	12.35	13.90	15.70	17.72	20.04	22.83	26.10	29.79	33.98	38.77
6 Biweekly	926.25	1,042.50	1,177.50	1,329.00	1,503.00	1,712.25	1,957.50	2,234.25	2,548.50	2,907.75
6 Annual*	24,157	27,188	30,709	34,660	39,198	44,655	51,052	58,269	66,465	75,834
7 Hourly	12.62	14.23	16.02	18.08	20.47	23.36	26.68	30.46	34.74	39.67
7 Biweekly	946.50	1,067.25	1,201.50	1,356.00	1,535.25	1,752.00	2,001.00	2,284.50	2,605.50	2,975.25
7 Annual*	24,685	27,834	31,335	35,364	40,039	45,692	52,186	59,580	67,951	77,595
8 Hourly	12.88	14.48	16.34	18.47	20.91	23.90	27.24	31.11	35.52	40.52
8 Biweekly	966.00	1,086.00	1,225.50	1,385.25	1,568.25	1,792.50	2,043.00	2,333.25	2,664.00	3,039.00
8 Annual*	25,193	28,323	31,961	36,127	40,900	46,748	53,281	60,851	69,477	79,257
9 Hourly	13.10	14.79	16.69	18.83	21.35	24.41	27.89	31.83	36.32	41.43
9 Biweekly	982.50	1,109.25	1,251.75	1,412.25	1,601.25	1,830.75	2,091.75	2,387.25	2,724.00	3,107.25
9 Annual*	25,624	28,929	32,646	36,831	41,761	47,746	54,553	62,259	71,042	81,037
10 Hourly	13.38	15.10	17.04	19.22	21.86	24.95	28.52	32.53	37.11	42.37
10 Biweekly	1,003.50	1,132.50	1,278.00	1,441.50	1,639.50	1,871.25	2,139.00	2,439.75	2,783.25	3,177.75
10 Annual*	26,171	29,536	33,330	37,594	42,758	48,802	55,785	63,629	72,587	82,876

COMMONWEALTH OF PENNSYLVANIA
37½ HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2014
PAY SCALE TYPE ST

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9	PAY SCALE GROUP 10
11 Hourly	13.65	15.35	17.35	19.64	22.36	25.51	29.13	33.27	37.90	43.32
11 Biweekly	1,023.75	1,151.25	1,301.25	1,473.00	1,677.00	1,913.25	2,184.75	2,495.25	2,842.50	3,249.00
11 Annual*	26,699	30,025	33,937	38,416	43,736	49,898	56,978	65,076	74,132	84,734
12 Hourly	13.90	15.70	17.72	20.04	22.83	26.10	29.79	33.98	38.77	44.26
12 Biweekly	1,042.50	1,177.50	1,329.00	1,503.00	1,712.25	1,957.50	2,234.25	2,548.50	2,907.75	3,319.50
12 Annual*	27,188	30,709	34,660	39,198	44,655	51,052	58,269	66,465	75,834	86,573
13 Hourly	14.23	16.02	18.08	20.47	23.36	26.68	30.46	34.74	39.67	45.27
13 Biweekly	1,067.25	1,201.50	1,356.00	1,535.25	1,752.00	2,001.00	2,284.50	2,605.50	2,975.25	3,395.25
13 Annual*	27,834	31,335	35,364	40,039	45,692	52,186	59,580	67,951	77,595	88,548
14 Hourly	14.48	16.34	18.47	20.91	23.90	27.24	31.11	35.52	40.52	46.27
14 Biweekly	1,086.00	1,225.50	1,385.25	1,568.25	1,792.50	2,043.00	2,333.25	2,664.00	3,039.00	3,470.25
14 Annual*	28,323	31,961	36,127	40,900	46,748	53,281	60,851	69,477	79,257	90,504
15 Hourly	14.79	16.69	18.83	21.35	24.41	27.89	31.83	36.32	41.43	47.30
15 Biweekly	1,109.25	1,251.75	1,412.25	1,601.25	1,830.75	2,091.75	2,387.25	2,724.00	3,107.25	3,547.50
15 Annual*	28,929	32,646	36,831	41,761	47,746	54,553	62,259	71,042	81,037	92,519
16 Hourly	15.10	17.04	19.22	21.86	24.95	28.52	32.53	37.11	42.37	48.34
16 Biweekly	1,132.50	1,278.00	1,441.50	1,639.50	1,871.25	2,139.00	2,439.75	2,783.25	3,177.75	3,625.50
16 Annual*	29,536	33,330	37,594	42,758	48,802	55,785	63,629	72,587	82,876	94,553
17 Hourly	15.35	17.35	19.64	22.36	25.51	29.13	33.27	37.90	43.32	49.46
17 Biweekly	1,151.25	1,301.25	1,473.00	1,677.00	1,913.25	2,184.75	2,495.25	2,842.50	3,249.00	3,709.50
17 Annual*	30,025	33,937	38,416	43,736	49,898	56,978	65,076	74,132	84,734	96,744
18 Hourly	15.70	17.72	20.04	22.83	26.10	29.79	33.98	38.77	44.26	50.56
18 Biweekly	1,177.50	1,329.00	1,503.00	1,712.25	1,957.50	2,234.25	2,548.50	2,907.75	3,319.50	3,792.00
18 Annual*	30,709	34,660	39,198	44,655	51,052	58,269	66,465	75,834	86,573	98,895
19 Hourly	16.02	18.08	20.47	23.36	26.68	30.46	34.74	39.67	45.27	51.66
19 Biweekly	1,201.50	1,356.00	1,535.25	1,752.00	2,001.00	2,284.50	2,605.50	2,975.25	3,395.25	3,874.50
19 Annual*	31,335	35,364	40,039	45,692	52,186	59,580	67,951	77,595	88,548	101,047
20 Hourly	16.34	18.47	20.91	23.90	27.24	31.11	35.52	40.52	46.27	52.82
20 Biweekly	1,225.50	1,385.25	1,568.25	1,792.50	2,043.00	2,333.25	2,664.00	3,039.00	3,470.25	3,961.50
20 Annual*	31,961	36,127	40,900	46,748	53,281	60,851	69,477	79,257	90,504	103,316

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

COMMONWEALTH OF PENNSYLVANIA
40 HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2014
PAY SCALE TYPE ST

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

COMMONWEALTH OF PENNSYLVANIA
40 HOUR STANDARD PAY SCHEDULE
EFFECTIVE JULY 1, 2014
PAY SCALE TYPE ST

PAY SCALE LEVEL	PAY SCALE GROUP 1	PAY SCALE GROUP 2	PAY SCALE GROUP 3	PAY SCALE GROUP 4	PAY SCALE GROUP 5	PAY SCALE GROUP 6	PAY SCALE GROUP 7	PAY SCALE GROUP 8	PAY SCALE GROUP 9
11 Hourly	13.65	15.35	17.35	19.64	22.36	25.51	29.13	33.27	37.90
11 Biweekly	1,092.00	1,228.00	1,388.00	1,571.20	1,788.80	2,040.80	2,330.40	2,661.60	3,032.00
11 Annual*	28,479	32,026	36,199	40,977	46,652	53,224	60,777	69,415	79,075
12 Hourly	13.90	15.70	17.72	20.04	22.83	26.10	29.79	33.98	38.77
12 Biweekly	1,112.00	1,256.00	1,417.60	1,603.20	1,826.40	2,088.00	2,383.20	2,718.40	3,101.60
12 Annual*	29,001	32,756	36,971	41,811	47,633	54,455	62,154	70,896	80,890
13 Hourly	14.23	16.02	18.08	20.47	23.36	26.68	30.46	34.74	39.67
13 Biweekly	1,138.40	1,281.60	1,446.40	1,637.60	1,868.80	2,134.40	2,436.80	2,779.20	3,173.60
13 Annual*	29,689	33,424	37,722	42,709	48,738	55,665	63,552	72,482	82,767
14 Hourly	14.48	16.34	18.47	20.91	23.90	27.24	31.11	35.52	40.52
14 Biweekly	1,158.40	1,307.20	1,477.60	1,672.80	1,912.00	2,179.20	2,488.80	2,841.60	3,241.60
14 Annual*	30,211	34,092	38,536	43,627	49,865	56,834	64,908	74,109	84,541
15 Hourly	14.79	16.69	18.83	21.35	24.41	27.89	31.83	36.32	41.43
15 Biweekly	1,183.20	1,335.20	1,506.40	1,708.00	1,952.80	2,231.20	2,546.40	2,905.60	3,314.40
15 Annual*	30,858	34,822	39,287	44,545	50,929	58,190	66,410	75,778	86,440
16 Hourly	15.10	17.04	19.22	21.86	24.95	28.52	32.53	37.11	42.37
16 Biweekly	1,208.00	1,363.20	1,537.60	1,748.80	1,996.00	2,281.60	2,602.40	2,968.80	3,389.60
16 Annual*	31,505	35,552	40,101	45,609	52,056	59,504	67,871	77,426	88,401
17 Hourly	15.35	17.35	19.64	22.36	25.51	29.13	33.27	37.90	43.32
17 Biweekly	1,228.00	1,388.00	1,571.20	1,788.80	2,040.80	2,330.40	2,661.60	3,032.00	3,465.60
17 Annual*	32,026	36,199	40,977	46,652	53,224	60,777	69,415	79,075	90,383
18 Hourly	15.70	17.72	20.04	22.83	26.10	29.79	33.98	38.77	44.26
18 Biweekly	1,256.00	1,417.60	1,603.20	1,826.40	2,088.00	2,383.20	2,718.40	3,101.60	3,540.80
18 Annual*	32,756	36,971	41,811	47,633	54,455	62,154	70,896	80,890	92,344
19 Hourly	16.02	18.08	20.47	23.36	26.68	30.46	34.74	39.67	45.27
19 Biweekly	1,281.60	1,446.40	1,637.60	1,868.80	2,134.40	2,436.80	2,779.20	3,173.60	3,621.60
19 Annual*	33,424	37,722	42,709	48,738	55,665	63,552	72,482	82,767	94,451
20 Hourly	16.34	18.47	20.91	23.90	27.24	31.11	35.52	40.52	46.27
20 Biweekly	1,307.20	1,477.60	1,672.80	1,912.00	2,179.20	2,488.80	2,841.60	3,241.60	3,701.60
20 Annual*	34,092	38,536	43,627	49,865	56,834	64,908	74,109	84,541	96,538

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

** Applies to all employees whose work week is 40 hours and who are eligible to be paid according to this schedule as outlined in the chapter "Attendance, Holidays, and Leave," Title 4, Pennsylvania Code.

APPENDIX B
PAY SCALE GROUPS FOR ALL NURSING AND SUPPORTIVE
MEDICAL SERVICES FIRST-LEVEL SUPERVISORY CLASSIFICATIONS

<u>CLASS</u>	<u>TITLE CODE</u>	<u>PAYSCALE GROUP</u>
32070	Medical Technologist Supervisor	7
39310	Patient Care Coordinator	8
30430	Registered Nurse Supervisor	9
30560	Psychiatric Clinical Nurse Specialist	9
30620	Registered Nurse Instructor Supervisor	9
30830	Community Health Nurse Supervisor	9
32720	Chief Pharmacist	11
30429	Forensic Registered Nurse Supervisor	9

APPENDIX C
RULES OF THE ACCELERATED GRIEVANCE PROCEDURE

RULE 1
THE JOINT PENNSYLVANIA STATE COMMITTEE

Section 1. **Function**

It shall be the sole purpose of the Joint Pennsylvania State Committee to hear unresolved grievances from Step 1. The Joint State Committee shall have the authority to render final and binding decisions on all grievances properly brought before them.

Section 2. **Composition**

All Joint Pennsylvania State Committees shall be made up of an equal number of representatives selected by the respective parties, with half being designated by the Union, and half designated by the Commonwealth - from persons not directly involved in the case. Each Committee Panel will consist of a total of six (6) or eight (8) members, as agreed between the parties. In addition, each party shall designate one of its Committee representatives as a Co-Chairperson for the purpose of ensuring the orderly execution of the established procedures.

RULE 2
MEETING DOCKETS

A docket indicating the cases scheduled to be heard at each Joint State Committee meeting will be furnished by the Office of Administration (Bureau of Labor Relations) at least ten (10) days prior to the date of each meeting. Copies are to be provided to OPEIU (Grievance Department) and the affected employers (Divisions of Labor Relations).

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

A discharged employee, or employees in cases of conflicting seniority claims, shall be notified within a reasonable time prior to the hearing by the party filing the grievance of the time and place of the grievance meeting, and of the employee's rights, including the right to be present at such hearing. In the event the Union or Commonwealth does not give notice to the employee, the Committee nevertheless, may in its discretion hear and decide the case.

RULE 3
PROCEDURES ON GRIEVANCES

Section 1. Filing of Grievances

The grievance shall be reduced to writing by the Union on a form approved by the Joint State Committee. Copies of same shall be submitted to the Office of Administration (Bureau of Labor Relations), OPEIU (Grievance Department), and the affected Employer (Division of Labor Relations).

Section 2. Selection of Panel

The Union and the Commonwealth will select their respective Co-Chairpersons. The position of Acting Chairperson for each Joint State Committee meeting will be alternately filled by each side. Each Co-Chairperson shall select his/her panel members to hear each case on the docket. Any Joint State Committee panel hearing a case shall consist of three (3) or four (4) representatives designated by each party, and at all times shall consist of an equal number of Commonwealth and Union representatives. The parties agree that the normal panel will consist of three members designated by each side. It is further agreed and understood between the parties that discussions will occur prior to the Committee meeting if either party anticipates the need to constitute a panel of 4 members from each side.

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

No representative of either side, who participated in the prior hearing of the case at the First Step shall be permitted to act as a member of the panel hearing the case at Step 2.

Section 3. Settlements

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

Section 4. Postponement of Cases

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

Section 5. Default

In the event either party in a dispute fails to appear before the Joint State Committee, or a panel thereof, without an authorized postponement, the Joint State Committee shall render a default decision in favor of the appearing party. If either party in a case which is scheduled to be heard at a particular meeting fails to appear at the time the case is called, that case will be placed at the end of the Docket and will be called again after all of the cases preceding it have been heard. At that time when the case is called for the second time, if the party again fails to appear, the Committee shall render a default decision in favor of the appearing party. However, in any such case, the Co-Chairperson of the group whose representative fails to appear may appoint a member of the Committee, or an alternate, to present the case. Only with the express consent of both Co-Chairpersons, shall the State Committee be required to meet on the day following the day of a scheduled meeting because of the failure of a party to appear on the date for which the hearing was scheduled.

RULE 4 OPERATION OF JOINT PENNSYLVANIA STATE COMMITTEE

Section 1. Rules

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

Section 2. Order of Cases

Docketed discharge cases will be heard during the time period scheduled for the Joint State Committee for which it has been docketed. All other cases will be heard by the Joint State Committee in the order in which the Chairpersons mutually agree.

Section 3. Hearings

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

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

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

In discharge, involuntary demotion, suspension and reprimand cases, the Commonwealth must present its evidence first; in all other cases, the Union will present its evidence first. Each party shall declare, prior to the presentation of its case, whether there will be a co-presenter on the respective case. The number of co-presenters shall be limited to two (2) individuals, and a co-presenter shall only supplement the presentation of the case. Both sides will have an opportunity to summarize and rebut, however, when co-presenters are used, only one (1) of the co-presenters may respond during the Summation and Rebuttal portion of the presentation. After each party has presented its case and its official rebuttal testimony, the panel members will be free to ask questions of the parties. After such questioning, the panel of the Joint State Committee will retire to executive session and will vote, and thereby render its decision. The voting will be conducted by secret ballot if requested by any member of the committee, otherwise, voting by a show of hands will be deemed to be sufficient. When the panel goes into executive session in order to decide the case, all others must retire from the room. After a decision has been reached by a majority vote of the panel, the decision shall be reduced to writing and provided to the parties in a manner agreed upon by the Joint State Committee.

Section 4. Recess

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

Section 5. Minutes

The Commonwealth co-chair shall prepare written minutes of each committee meeting, briefly outlining the facts and the decision reached by the Committee in each case heard. Copies of all such minutes and decisions shall be provided to the Union. The Office of Administration will provide copies of these documents to all Commonwealth Agencies (Division of Labor Relations) participating in the AGP. Minutes for the Joint State Committee will be approved at the next meeting of the Committee and will form the official record of the Committee action.

Section 6. Time and Place

The JPSC shall meet on a quarterly basis, starting in _____ unless otherwise mutually agreed.

APPENDIX D
DEPARTMENT OF CORRECTIONS
DRUG AND ALCOHOL TESTING PROGRAM

1. POLICY

a. Employees of the Department of Corrections are required to participate in the Drug and Alcohol Testing Program, as outlined below.

b. The following controlled substance and alcohol testing is required:

- 1) Reasonable Suspicion
- 2) Return-to-duty
- 3) Follow-up

c. The split sample collection method will be used for urine samples for purposes of testing for controlled substances. The breath alcohol testing method administered by a trained Breath Alcohol Technician (BAT) using an Evidential Breath Testing device (EBT), will be used for the alcohol testing.

d. Prohibitions for controlled substances.

No employee shall:

1) Perform work when using or being under the influence of any controlled substance, except under instruction of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform the employee's job duties.

2) Perform work if the employee tests positive for controlled substances.

3) Refuse to submit to a controlled substance test.

e. Prohibitions for alcohol

No employee shall:

1) Perform work while being under the influence of alcohol as defined by g. and h. below.

2) Perform work while possessing or using alcohol.

3) Refuse to submit to an alcohol test

f. No supervisor/manager shall:

1) Permit an employee who refuses to submit to controlled substance and/or alcohol tests to perform or continue to perform job functions.

2) Permit an employee to perform or continue to perform work if the Employer has actual knowledge that an employee has tested positive for alcohol and/or controlled substances.

g. Consequences to employees who test 0.02% or greater but less than 0.04% for alcohol (CDL only):

1) Employees will not be permitted to perform work for at least 24 hours.

2) Employees shall be advised of the availability of the State Employees Assistance Program.

3) The employee shall be subject to unannounced follow-up alcohol testing. The number and frequency will consist of at least six tests in the first 12 months following the date of the employee's return to duty.

4) Employees who have a verified positive test result for alcohol during the 12 months following the date of the employee's return to duty shall be referred to SEAP and treated under h. below.

5) Employees who have a verified positive test result for alcohol during the initial hire, 6 or 12 month probationary period shall be terminated.

h. Consequences to employees who test positive for controlled substances or 0.04% or greater for alcohol or employees who test positive under the provisions of g.(4) above:

1) Employees shall not be permitted to perform work and shall be evaluated by a State Employees Assistance Program substance abuse professional who shall determine what assistance the employee needs in resolving problems associated with the use of controlled substances and/or alcohol.

2) If the employee is determined to require treatment, the substance abuse professional will evaluate the employee's participation in the program and determine whether or not the employee has followed the prescribed rehabilitation program.

3) A return to duty controlled substances and/or alcohol test will be required and the result must be a verified negative.

4) The employee shall be subject to unannounced follow-up controlled substance and/or alcohol testing. The number and frequency of such follow-up testing shall be directed by the SEAP substance abuse professional and will consist of at least six tests in the first 12 months following the date of the employee's return to duty.

5) Employees who have a verified positive test result for controlled substances and/or alcohol during the 12 months following the date of the employee's return to duty shall be terminated.

6) Employees who have a verified positive test result for controlled substances and/or alcohol during the initial hire, 6 or 12 month probationary period shall be terminated.

i. All immediate supervisors of employees and all other supervisors who may be involved in making "reasonable suspicion" decisions as to whether or not an employee may be fit for duty based on observable behavior and should receive a drug and/or alcohol test are required to receive approximately 60 minutes of approved training on controlled substance use, alcohol misuse and reasonable suspicion determinations. This training will be provided by a contractor and will cover the physical, behavioral, speech and performance indicators of use of controlled substances and of probable alcohol misuse.

j. All employees will receive educational material which explains the requirements, policies and procedures of the drug and alcohol testing program. This information will contain prohibitions, consequences, and information on the effects and symptoms of drug and alcohol use.

Employees are required to sign a certificate indicating they have received this information. If employees refuse to sign the form indicating they have received this information, they will be subject to appropriate discipline. If employees refuse to sign the forms necessary for them to be tested or refuse to be tested for controlled substances and/or alcohol, the employee will have been deemed to have tested positive and will be subject to the provisions of h. above.

k. All drug and alcohol testing required by this policy, except for return to duty testing, is considered to be conducted on duty time and thus employees are in compensable status for all time spent providing a urine or breath sample, including travel time to and from the collection site.

l. An employee removed from duty pending the outcome of a reasonable suspicion controlled substance test may use Combined Leave, Annual Leave, Personal Leave or Leave Without Pay. If the test result is negative, the employee will be made whole for any wages lost, or paid leave used.

m. If an employee is removed from duty and referred to treatment following a positive test for controlled substances and/or alcohol, he/she may use paid sick leave or sick leave without pay consistent with the provisions of the Memorandum of Understanding.

2. DEFINITIONS

a. Alcohol. The intoxicating agent in beverage alcohol, ethyl alcohol (ethanol) or other low molecular weight alcohols, including methyl and isopropyl alcohol.

b. Alcohol use. The consumption of any beverage, mixture, or preparation. For employees in the CDL program this definition also includes the consumption of any medication containing alcohol.

c. Breath Alcohol Technician (BAT). An individual who instructs and assists individuals in the alcohol testing process and operates an Evidential Breath Testing (EBT) device.

d. Controlled Substances. The controlled substances covered by this policy include cocaine, marijuana, opiates, phencyclidine (PCP), amphetamines, barbiturates, Benzodiazepam and Quaaludes (Methaqualine).

e. Medical Review Officer (MRO). A licensed physician (medical doctor or doctor of osteopathy) employed by the contractor responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an employee's confirmed positive test result together with the employee's medical history and any other biomedical information.

f. Evidential Breath Testing Device. A device approved by the National Highway Traffic Safety Administration for the evidential testing of breath.

g. Reasonable suspicion. A belief that the employee has violated the controlled substance and/or alcohol prohibitions, based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. Other indicators of reasonable suspicion include: (A) a positive reading from drug interdiction equipment; (B) A positive reaction from a K-9 dog to an employee's person and/or property; and (C) notification by proper authority that an employee has been arrested and charged with a violation of any criminal drug statute involving the manufacture, distribution, dispensing, use or possession of any controlled substances.

h. Refusal to submit to testing. An employee who (a) refuses or fails to provide adequate urine for controlled substances testing without a valid medical explanation after the employee has received notice of the requirement for urine testing; or (b) refuses or fails to provide adequate breath for testing without a valid medical explanation after the employee has received notice of the requirement for breath testing; (c) engages in conduct that clearly obstructs the testing process.

i. Positive Test:

1) Screening test cut off levels:

*a)	Marijuana	50 ng/ml
*b)	Cocaine	300 ng/ml
*c)	Opiates	300 ng/ml
*d)	Phencyclidine	25 ng/ml
*e)	Amphetamines	1,000 ng/ml
*f)	Barbiturates	300 ng/ml
**g)	Benzodiazepine	300 ng/ml
**h)	Quaaludes (Methaqualine)	300 ng/ml

2) Confirmatory test cut off levels:

*a)	Marijuana	15 ng/ml
*b)	Cocaine	150 ng/ml
*c)	Opiates	300 ng/ml
*d)	Phencyclidine	25 ng/ml
*e)	Amphetamines	500 ng/ml
**f)	Barbiturates	200 ng/ml
**g)	Benzodiazepine	200 ng/ml
**h)	Quaaludes (Methaqualine)	200 ng/ml

* These cutoff levels are established consistent with the Mandatory Guidelines for Federal Drug Testing Programs and are subject to change by the Department of Health and Human Services (DHHS). When advances in technology or other considerations warrant identification of these substances in other concentrations and the Department of Health and Human Services (DHHS) changes the Mandatory Guidelines for Federal Drug Testing Programs, the Drug Testing thresholds enumerated above will be changed as of the same effective date.

** These cutoff levels are established with acceptable certified laboratory testing standards and are subject to change when advances in technology or other considerations warrant identification of these substances in other concentrations and the certified laboratory standards are changed.

j. The selected contractor must use a Department of Health and Human Services certified laboratory.

3. RESPONSIBILITIES.

a. Department of Corrections will establish overall policy and administer the program activities by coordinating with the Union to ensure all program activities are coordinated and appropriate communication occurs. Specific responsibilities include:

1) Developing information material to be given to all employees to explain the drug and alcohol testing requirements and applicable policies regarding drug and alcohol use and the consequences.

2) Coordinating with the State Civil Service Commission and the Bureau of State Employment to ensure that employment/recruitment material includes information on the drug and alcohol testing requirements, and that procedures are established to deal with employees who fail the drug and/or alcohol tests.

3) Ensuring that orientation information for covered employees reflects the policies, procedures, testing requirements, and consequences mandated by this program.

4) Ensuring that all appropriate agency management are aware of drug and alcohol policy and program requirements, and that all aspects of the program policies and procedures are coordinated and implemented within the agency.

5) Ensuring that appropriate agency procedures have been established to ensure that drug and alcohol testing occurs as required for:

- a) Reasonable suspicion
- b) Return-to-duty
- c) Follow-up

6) In conjunction with the Office of Administration ensure that SEAP and the contractor share appropriate information and follow established policies and procedures.

b. Institution/Boot Camp/Corrections Community Center Coordinators are to ensure that the drug and alcohol testing program is implemented, coordinated, and maintained in their respective institutions by:

1) Ensuring that all appropriate supervisors receive the MANDATORY training.

2) Ensuring that appropriate records are maintained only by identified personnel and that strict confidentiality procedures are followed for the testing results.

3) Ensuring that appropriate agency procedures are established for dealing with employees who test positive for drugs and/or alcohol.

c. Agency Human Resource Officer is to assist Institution/Boot Camp/Corrections Community Center Coordinators in ensuring that all personnel program activities affected by the program requirements have been modified to meet these requirements which impact upon the recruitment, hiring, orientation, testing, training, transactions, discipline, labor relations and record keeping activities of the agency.

d. Selected Contractors are responsible for administering the drug and alcohol testing requirements, supervisory training, record keeping and reporting processes consistent with the signed contract and this policy.

e. The Department of Corrections is responsible for developing and/or obtaining educational/procedural materials relating to this program and disseminating such materials to all affected employees.

f. State Employees Assistance Program will coordinate the evaluation and referral of employees who have tested positive for controlled substances and/or alcohol with a substance abuse professional. SEAP will coordinate all aspects of evaluation, treatment and follow up and communicate appropriately with the employee, agency and contractor.

4. PROCEDURES

a. Institution/Boot Camp/Corrections Community Center Coordinators are to ensure that all supervisors who may be involved in a "reasonable suspicion" determination are identified and trained in accordance with these procedures.

b. Reasonable Suspicion Testing for Observable Behavior.

1) An agency supervisor/manager, who has been trained in accordance with the regulations, must require an employee to submit to a controlled substance and/or alcohol test when the supervisor has reasonable suspicion to believe the employee has violated the controlled substance and/or alcohol prohibitions. Upon determining that reasonable suspicion due to observable behavior exists, the agency supervisor/manager should have another supervisor/manager who has been trained in accordance with the regulations, witness the observations.

2) The required observations for controlled substances and alcohol reasonable suspicion testing must be made by a supervisor or manager who is trained in accordance with the following requirements:

a) Supervisors/Managers designated to determine whether reasonable suspicion exists to require an employee to undergo controlled substance and/or alcohol testing must receive the Department of Corrections approved training on controlled substances, alcohol misuse and reasonable suspicion determinations.

b) The training provided by the contractor must cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

3) A written record must be made of the observations leading to a controlled substances and/or alcohol test, and must be signed by the supervisor/manager who made the observations. A separate independently written statement must be signed by the supervisor/manager who witnesses the observations. These reports must be made within 24 hours of the observed behavior or before the results of the test are released, whichever is earlier.

4) Department of Corrections must transport the employee to and from the testing site. The employee must be removed from duty until verified test results are received. If the test results are negative, the employee will be returned to work with back pay or the return of paid leave taken.

5) The employee is to be given a form which the employee must present to the testing facility prior to testing. This form will contain employee identification and notification information as well as the name of the agency contact person.

6) The employee must provide the testing site with positive identification in the form of a photo I.D.

c. Reasonable Suspicion for a positive reaction to drug interdiction equipment or a positive reaction by a K-9 dog to an employee's person and/or property or notification by proper authority that an employee has been arrested and charged with a violation of any criminal drug statute involving the manufacture, distribution, dispensing, use or possession of any controlled substances.

1) If an employee has a positive reaction to Drug interdiction equipment in accordance with the Department of Corrections Drug Interdiction Procedures Manual, Policy Number 6.3.12, the employee, at the discretion of the Department of Corrections, may be subject to reasonable suspicion drug and/or alcohol testing in accordance with this policy.

2) If a positive reaction to an employee's person and/or property by a K-9 detects the presence of contraband in accordance with the Department of Corrections, Drug Interdiction Procedure Manual 6.3.12, the employee, at the discretion of the Department of Corrections, may be subject to reasonable suspicion drug and/or alcohol testing in accordance with this policy.

3) If the Department is notified that an employee has been arrested and charged with a violation of any criminal drug statute involving the manufacture, distribution, dispensing, use or possession of any controlled substances the employee, at the discretion of the Department of Corrections, may be subject to reasonable suspicion drug and/or alcohol testing in accordance with this policy.

d. Return to duty testing.

1) If SEAP has determined that the employee requires treatment, SEAP must certify to the agency that an employee identified as needing assistance in resolving problems associated with controlled substance use and/or alcohol misuse was evaluated by a substance abuse professional, the employee followed the rehabilitation program prescribed, and the employee has undergone a return to duty controlled substance test with a verified negative result.

2) Before an employee can be returned to duty, the employee must undergo both alcohol and a controlled substance returned to duty test with negative results.

e. Follow-up testing.

The employee shall be subject to a minimum of six unannounced follow-up controlled substance and/or alcohol tests as directed by the substance abuse professional during the 12 month period following the employees return to duty.

f. Positive controlled substance test results.

1) Upon confirmation of a positive test result, the employee may request a secondary split sample be sent to a different certified laboratory to be analyzed.

2) If an employee has a verified positive test for controlled substances, the Medical Review Officer will inform the employee and the agency contact person, in writing. Prior to verifying a positive result, the MRO will make every reasonable effort to contact the employee confidentially and afford the employee the opportunity to discuss the test result. If after making all reasonable efforts and documenting them, the MRO is unable to reach the employee directly, the MRO shall contact a designated management official who shall direct the employee to contact the MRO as soon as possible (within 24 hours).

3) As soon as the agency is notified of a verified positive test result, the agency contact person must ensure that the employee is removed immediately from the performance of work.

g. Maintenance of Records.

1) The Contractor will be responsible for maintaining all records resulting from the administration of drug and alcohol tests under this program. These records will be maintained as outlined in the contract with DOC and will be consistent with the federal requirements.

2) The MRO will notify the employee, in writing, of both positive and negative drug and/or alcohol test results, and the specific controlled substances for which the test was verified positive.

3) With the employee's written consent, the Contractor will provide any of the testing information to another Employer.

4) The Department of Corrections is to establish internal confidential procedures to ensure that testing notifications, test results, and any other data pertaining to the drug and alcohol testing of employee are maintained in a locked file and are released only to authorized personnel as determined by the agency Coordinator.

h. Training.

1) The Contractor will provide drug and alcohol training to supervisors.

2) The Contractor or Agency Human Resource Office will notify Institution/Boot Camp contact persons where and when training will be conducted. This training is mandatory and it is the institution's responsibility to ensure that employees and supervisors receive this training. If an employee/supervisor is unable to participate in the scheduled training, the Institution/Boot Camp Coordinator should be notified and the Coordinator should make alternate arrangements through the employee to receive the training as soon as possible.

3) No supervisor should be involved in a reasonable suspicion determination unless the supervisor has received the required training.

4) Once the initial training is provided, new supervisors/managers of employees are to be provided the required training from the Contractor or Agency Human Resource Office within 60 days of becoming a supervisor/manager of these employees. Agency Coordinators shall contact the Contractor within 10 days of the employee becoming a supervisor and provide the names and locations of the supervisors/managers in need of training.

5) New employees will be provided educational material during their orientation regarding the policies and requirements of the drug and alcohol testing program. Prior to any testing, the employee will be provided with additional information. The employee will be required to sign receipt of any information and forms that are provided.

Employees in this supervisory unit who are randomly tested for controlled substances and/or alcohol under the CDL policy and who test positive will be treated under the provisions of this policy.

Employees in this supervisory unit who are tested for controlled substances and/or alcohol due to the employee's assignment to the Drug Interdiction Team and who test positive will be treated under the provisions of this policy.

APPENDIX E

NURSE CERTIFICATIONS

All certifications accredited by American Nurse Association

- American Association of Critical Care Nurse
- Board of Certification for Emergency Nursing
- Enterosotomal Therapy Nursing Certification Board
- Board of Nephrology Examiners (Hemodialysis)
- Certification Board of Infection Control
- National Intravenous Therapy Association
- American Board of Neuroscience Nursing
- Council on Certification of Nurse Anesthetists
- Oncology Nursing Certification Corporation
- National Certification Board for Perioperative Nursing, Inc.
- American Board of Post-Anesthesia Nursing Certification
- Association of Rehabilitation Nurses
- American Board of Urologic Allied Health Professionals, Inc.
- American Association of Diabetes Education
- NAACOG – OB/Gyn Nurse Practitioner
- Certified Correctional Health Professional
- Certified Professional in Quality Assurance
- Certified Health Education Specialist
- Addictions Nurse Certification
- Certified Occupational Health Nurse Other Professional Certifications

OTHER PROFESSIONAL CERTIFICATIONS

1. American Society of Clinical Pathologists (Laboratory Technologists)
 - a. Medical Technologist – MT (ASCP)
 - b. Technologist in Blood Banking – BB (ASCP)
 - c. Technologist in Chemistry – C (ASCP)
 - d. Technologist in Hematology – H (ASCP)
 - e. Technologist in Immunology – I (ASCP)
 - f. Technologist in Microbiology – M (ASCP)
 - g. Histotechnologist – HLT (ASCP)
 - h. Specialist in Blood Banking – SBB (ASCP)
 - i. Specialist in Cytotechnology – SCT (ASCP)
 - j. Specialist in Chemistry – SC (ASCP)
 - k. Specialist in Hematology – SH (ASCP)
 - l. Specialist in Immunology – SI (ASCP)
 - m. Specialist in Microbiology – SM (ASCP)
2. National Association of Social Workers, Inc.
 - a. The Academy of Certified Social Workers



APPENDIX F

COMMONWEALTH OF PENNSYLVANIA
EXECUTIVE OFFICES
HARRISBURG

CHARLES T. SCIOTTO
DEPUTY SECRETARY FOR EMPLOYE RELATIONS

April 10, 1997

Dr. Jessie F. Rohner
Pa. Nurses Association
2578 Interstate Drive
Harrisburg, Pa. 17105-8525

Dear Dr. Rohner:

In accordance with the provisions of Article 24, Section 8 and Recommendation No. 24, Section 8, PNA and the Commonwealth agree to continue the Alternative Discipline Program for Agencies under the Governor's jurisdiction. It is understood that the tenets of Article 24, Section 1 and Recommendation No. 24, Section 1 regarding just cause will continue to apply. Appeal procedures will not be affected by the Alternative Discipline Program.

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

1. Time and attendance:

habitual or patterned problems with absenteeism;
lateness or repeated emergency absences.

2. Work performance:

"overall" unsatisfactory performance as annotated
on the employee's performance evaluation.

instances of unsatisfactory work performance on a
specific work product or work project.

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

1. Level 1 Letter: Signed by the Agency Head or designee, this letter will identify the employee's time and attendance or work performance problem, alert the employee that continuation of this problem will result in more severe disciplinary action, and

identify the employee's appeal rights. The Employer will continue to provide the Association with a copy of this letter in accordance with Section 1 of both Article 24 and Recommendation No. 24.

This letter will clearly state that this action is in lieu of the traditional suspension without pay but has the effect of such a suspension.

2. Level 2 Letter: This letter, signed by the Agency Head or designee, will identify the employee's time and attendance or work performance problem, alert the employee that this is his/her final notice and that failure to correct this problem will result in termination, and identify the employee's appeal rights. The Employer will continue to provide the Association with a copy of this letter in accordance with Section 1 of both Article 24 and Recommendation No. 24.

This letter will clearly state that this action is in lieu of the traditional suspension without pay but has the effect of such a suspension.

Additionally, copies of all Level 1 and Level 2 letters issued to employees covered by this program shall be sent to PNA Headquarters Grievance Unit.

The parties also recognize that special or unusual situations could develop which do not readily lend themselves to the Alternative Discipline Program. Consequently, if the Commonwealth deems circumstances warrant it, a traditional suspension without pay could be imposed in lieu of the Level 1 or Level 2 letters after appropriate notification is given to the Association.

If you agree to the above, please sign below and return a copy of this letter to this office.

Sincerely,

Charles T. Sciotto

Charles T. Sciotto

Deputy Secretary for Employee Relations

Dr. Jessie F. Rohner
Dr. Jessie F. Rohner, PNA

4/10/97
Date