

**MEMORANDUM  
OF  
UNDERSTANDING**

**COMPENSATION REFEREES UNIT  
DEPARTMENT OF LABOR AND INDUSTRY**

**Setting forth recommendations resulting from Meet and Discuss sessions between the Commonwealth of Pennsylvania and the Pennsylvania Social Services Union, affiliated with Service Employees International Union, AFL-CIO.**

**Effective: July 1, 2011 to June 30, 2015**

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## **GENERAL**

The Commonwealth of Pennsylvania, hereinafter referred to as the Employer, through its representatives, has engaged in dialogue with the Pennsylvania Social Services Union, affiliated with Service Employees International Union, AFL-CIO, hereinafter referred to as the Union, in its capacity as a representative of a group of first-level supervisors, more specifically referred to infra, as provided for under "meet and discuss" requirements of the Pennsylvania Public Employee Relations Act of 1970 (Act 195). As a result of this dialogue, the representatives of the Commonwealth agree to recommend for Commonwealth action and/or approval the following position statement:

WHEREAS, The Pennsylvania Labor Relations Board determined in Case No. PERA-R-91-215-E that certain employees were to be included in a unit of first-level supervisors; and

WHEREAS, The Pennsylvania Social Services Union, affiliated with Service Employees International Union, AFL-CIO, is certified by the Pennsylvania Labor Relations Board as the employee organization elected to represent the employees in this unit; and

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

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

### **RECOMMENDATION NO. 1 RECOGNITION**

The Union is recognized as the exclusive representative for "meet and discuss" purposes for employees within the classification established by certifications of the Pennsylvania Labor Relations Board, more specifically referred to as PERA-R-91-215-E as amended and that the herein recommendations refer only to those employees falling within this classification.

**RECOMMENDATION NO. 2**  
**UNION SECURITY**

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 along with the official membership card of the Union, to the headquarters of PSSU and a copy of the letter to the employee's agency.
- b. The letter referred to in a. above shall be postmarked during the fifteen (15) day period prior to the expiration date of this Memorandum, and shall state that the employee is resigning membership in the Union and where applicable, is revoking check-off authorization.

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

3) The Employer shall furnish each new employee with a copy of this Memorandum together with an authorization card for dues payroll deduction and a packet of informational material; provided, however, the Union has furnished the Employer with sufficient copies of the informational material. The Employer shall have the right to inspect the informational material and shall also retain the right to refuse to distribute the informational material if, in the Employer's opinion, the informational material contains derogatory statements or statements detrimental to the labor-management relationship. Additionally, if the Employer determines that the distribution of the informational material becomes an administrative burden, the Employer shall have the right to withdraw its participation.

Upon written request of the Union, on a monthly basis, the Employer shall provide a statewide list of all employees who have been hired, including their work locations and most recent date of hire.

### **RECOMMENDATION NO. 3 DUES DEDUCTION**

1) The Employer agrees to deduct the Union membership dues, an annual assessment, and an initiation fee, if any, from the pay of those employees who individually request in writing that such deductions be made. The Union shall certify to the Employer the rate at which union dues are to be deducted, and dues at this rate shall be deducted from all compensation paid. The aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made. Except as otherwise provided in Recommendation 2 of this Memorandum, the authorization shall be irrevocable during the term of this Memorandum. When revoked by the employee in accordance with Recommendation 2, the agency shall halt the check-off of dues effective the first full pay period following the expiration of this Memorandum.

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

3) The Employer further agrees to deduct a fair share fee bi-weekly from all employees in the supervisory unit who are not members of the Union.

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

4) Where an employee has been suspended, furloughed or discharged and subsequently returned to work, with full or partial back pay, the Employer shall, in the manner outlined in Paragraphs 1 and 3 above, deduct the Union membership dues and fair share fees that are due and owing for the period for which the employee receives back pay. Dues deductions and fair share fees will be resumed for employees upon their return from a leave of absence without pay or recall from furlough.

5) The Employer shall provide the Union, on a quarterly basis, a list of all employees in the supervisory unit represented by the Union. This list shall contain the employee's name, social security number, address, agency in which employed, class code, work location (institution, district, bureau, etc.) and whether the employee is a member or non-member.

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

**RECOMMENDATION NO. 4  
PAYROLL DEDUCTIONS**

The Employer agrees to deduct from the paycheck of employees covered by this Recommendation, voluntary contributions to the Union's Political Action Committee. The Employer shall make such deductions only in accordance with the written authorization of respective employees which shall specify the amount, frequency and duration of the deductions.

The Employer shall transmit the monies deducted in accordance with this Paragraph to the Union's Political Action Committee, in accordance with the written direction of the Union.

The Union shall reimburse the Employer for the Employer's actual cost for the expenses incurred in administering this Paragraph.

The Union shall indemnify and hold the Commonwealth harmless against all claims, suits, orders or judgements brought or issued against the Employer as a result of action taken or not taken by the Employer under the provisions of this Recommendation.

**RECOMMENDATION NO. 5  
CREDIT UNION**

1) The Employer agrees to make payroll deductions available to employees who wish to participate in the State Employees Credit Union, as designated by the Union, and any one of the credit unions duly chartered under State or Federal statutes and approved by the Employer.

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

3) The Employer shall establish rules, procedures and forms which it deems necessary to extend payroll deductions for credit union purposes. Payroll deduction authorization forms for credit union purposes must be executed by and between the employee and an official of the credit union.

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

5) The Employer agrees to meet and discuss, at the request of the Union, concerning recommendations regarding the transfer of money to the State Employees Credit Union as well as the beginning and ending of credit union contributions.

**RECOMMENDATION NO. 6**  
**HOURS OF WORK**

- 1) The work week shall consist of five consecutive work days in a pre-established work schedule except for employees in seven-day operations.
- 2) The work day shall consist of any 24 hours in a pre-established work schedule.
- 3) The work shift shall consist of 7.5 work hours within a work day.
- 4) The regular hours of work for any shift shall be consecutive except that they may be interrupted by a meal period.

**RECOMMENDATION NO. 7**  
**REST PERIODS**

- 1) All employees' work schedules shall provide for a fifteen-minute rest period (uninterrupted) during each one-half work shift provided the employee works a minimum of three hours in that one-half work shift. The employee may vary the scheduling of such periods during hearings.
- 2) Employees who work, without interruption, beyond their regular shifts for at least one hour shall receive a fifteen minute rest period and shall thereafter receive a fifteen minute 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. If employees take a meal period at the end of their normal work day, then they shall thereafter be given a fifteen minute rest period for each additional two hours of such work unless at the end of such two-hour period their work is completed.

**RECOMMENDATION NO. 8**  
**MEAL PERIODS**

- 1) All employees shall be granted a meal period during their work day, unless emergencies require a variance.
- 2) If employees are required to work more than two hours beyond their regular quitting time, the employees will be allowed a meal period at the end of the initial two hour period or sooner. 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 employees for a meal in an amount actually expended, not to exceed \$8.00.



3) With the prior approval of the first-level of management, employees may be allowed to utilize one-half of the time provided for the meal period to effect either a later reporting time at the beginning of the shift or an earlier dismissal time at the end of this shift. It is understood and agreed that such approval is at the sole discretion of the Employer.

**RECOMMENDATION NO. 9  
HOLIDAYS**

1) The following days shall be recognized as paid holidays:

New Year's Day  
Martin Luther King Jr.'s Birthday  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day

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

2) A permanent full-time employee on a Monday through Friday work week shall be paid for any holiday listed in Paragraph 1 of this Recommendation, provided the employee was scheduled to work on that day and if the employee was in active pay status on the afternoon of the scheduled work day immediately prior and the morning of the scheduled work day immediately subsequent thereto.

If a holiday is observed while a permanent full-time employee is on sick leave, annual, or other paid leave status, the employee will receive holiday pay and the day will not be charged against sick, annual, or other paid leave credits. The provisions of this Paragraph shall also apply to special holidays declared by the Employer in accordance with Paragraph 4 of this Recommendation.

3) If a permanent full-time employee receives prior written approval by a representative of management to work on any of the holidays set forth in Paragraph 1 of this Recommendation, the employee may elect to be compensated at the regular rate of pay or to receive paid time off for all hours worked on a holiday, but not to exceed the hours in the employee's regular work shift.

Employees will be permitted to use paid time off earned for working scheduled holidays within 30 days succeeding the designated holiday. If such scheduling is not possible, the scheduling period shall be extended 60 days, regardless of the calendar year. The employees may select the date on which they shall utilize their paid time off provided they have given the Employer one week's notice and the Employer will respect the requested selection time as long as it is not detrimental to the efficiency of the operation. If the employee is not granted such paid time off in accordance with the above provisions, the employee shall be compensated at the regular rate of pay in lieu of such paid time off. Available paid time off may be used by the employee for an emergency.

4) Whenever the Employer declares a special holiday or part holiday for all employees under the Employer's jurisdiction, all permanent full-time 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.

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

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

**RECOMMENDATION NO. 10**  
**PERSONAL LEAVE DAYS**

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 in an active pay status in the calendar year.
- b. One paid personal leave day per one-half calendar year will be earned in the employee's second calendar year of employment, provided the employee has 150 hours in an active pay status in each one-half calendar year.
- c. One paid personal leave day per calendar quarter will be earned in the employee's third and subsequent years of employment, provided the employee has 150 hours in an active pay status in each one-quarter calendar year.
- d. Employees shall be eligible for one additional personal leave day to be earned in the first calendar quarter provided the requirements of Recommendation 11, Paragraph 14 are met.
- e. Leave service credit earned during all periods of Commonwealth employment will be used to determine whether, for purposes of this Paragraph, an employee is in the first calendar year of employment, the second calendar year of employment, or the third and subsequent years of employment.

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 supervisory unit seniority with the Employer shall be given a choice of personal leave in the event of any conflict in selection. Where reasonable opportunities are available for selection of personal leave on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period.

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 a selection period.

Requests for a full day (7.5 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 year (15.0 hours), and the first two days of such unscheduled absences will be recorded as extraordinary personal leave.

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

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 Paragraph which are not scheduled and used during the first seven (7) pay periods of the next calendar year will be lost.

5) Employees who become ill while on personal leave will not be charged personal leave for the period of illness provided the employees furnish satisfactory proof of such illness to the Employer upon their return to work.

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

7) 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.

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

**RECOMMENDATION NO. 11**  
**SICK LEAVE AND BEREAVEMENT LEAVE**

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

Maximum Sick Leave Entitlement Per Year

Sick Leave will be earned at the rate of 5% of all Regular Hours Paid:

37.5 Hour Workweek: 97.5 Hours (13 days)

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

Maximum Sick Leave Entitlement Per Year

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

37.5 Hour Workweek: 82.5 Hours (11 days)

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

2) Employees may accumulate sick leave up to a maximum of 300 days.

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, in the opinion of the Employer, the employees have been abusing their sick leave privileges.

In those cases where a pattern of sick leave abuse is suspected, the Employer will advise the employee of the suspected abuse and discuss the matter with the employee. The total circumstances of an employee's use of sick leave rather than a numerical formula shall be the basis upon which the Employer's final determination is made that the employee is abusing sick leave.

Discipline based upon patterns of sick leave use will be treated under the basic concepts of just cause.

4) Where sickness in the immediate family requires the employee's absence from work, employees may use not more than five days of such sick leave entitlement in each calendar year for that purpose. Immediate family, for the purposes of this Paragraph, 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 Paragraph 3 above.

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

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

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

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

c. The initial 20 days of absence may be accumulated and the additional leave may be used on an intermittent basis.

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

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

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

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 Subparagraph b.:

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

b. Eligibility for payment of benefits under Subparagraph 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,
3. Other retirement with at least 25 years of credited service in the State and/or Public School Retirement Systems,
4. After seven years of service, death prior to retirement or separation of service except as provided in Paragraph 8.

c. Such payments shall not be made for part days of accumulated sick leave. No payments under this Paragraph shall be construed to add to the credited service of the retiring member or to the retirement covered compensation of the member.

d. 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.

8) When an employee dies as the result of a work-related accident or injury, the Commonwealth will pay 100% of the employee's unused sick leave. Such payments shall not be made for part days of accumulated sick leave.

9) The provisions of Paragraph 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 Paragraph does not apply to furloughed employees who, during their recall period, return to the Employer's payroll in a temporary capacity.

10) Employees on leave without pay to attend an official union convention or conference in accordance with Recommendation 16, Paragraph 3 shall have that time included in regular hours paid for the purposes of earning sick leave entitlement in accordance with Paragraph 1 above; provided, however, such leave without pay does not exceed six (6) weeks per employee per year.

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

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.

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.



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 10, Paragraphs 1.a., 1.b., and 1.c., which will be available for use in the following leave calendar year. Sick bereavement leave will not be counted; however, all other types of paid sick leave; unpaid sick leave used under Recommendation 16; and paid and unpaid leave used for work-related injuries shall count as sick leave for this Paragraph. This Paragraph will become effective during the first pay period of the 2012 leave calendar year with the first day granted to eligible employees in leave calendar year 2013.

**RECOMMENDATION NO. 12  
VACATIONS**

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

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

**Maximum Annual Leave  
Entitlement Per Year**

Up to 3 Years of Service:

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

37.5 Hour Workweek: 52.5 Hours (7 days)

Over 3 Years to 15 Years of Service Inclusive:

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

37.5 Hour Workweek: 112.5 Hours (15 days)

Over 15 Years to 25 Years of Service Inclusive:

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

37.5 Hour Workweek: 150 Hours (20 days)

Over 25 Years of Service:

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

37.5 Hour Workweek: 195 Hours (26 days)

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

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

**Maximum Annual Leave  
Entitlement Per Year**

Up to 3 Years of Service:

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

37.5 Hour Workweek: 52.5 Hours (7 days)

Over 3 Years to 15 Years of Service Inclusive:

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

37.5 Hour Workweek: 112.5 Hours (15 days)

Over 15 Years:

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

37.5 Hour Workweek: 150 Hours (20 days)

Regular Hours Paid as used in this Recommendation includes all hours paid except overtime, 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.

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

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 employees with the greatest supervisory unit seniority with the Employer shall be given their choice of vacation periods in the event of any conflict in selection. Where reasonable opportunities are available for selection of vacations on a seniority basis, approved requests shall not be revoked if a conflict in selection develops after the selection period.

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.

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

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.

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. 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 Paragraph 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, Paragraph 2. Scheduling of those days carried over shall be in accordance with Paragraph 3 above.

8) The provisions of Paragraph 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 Paragraph does not apply to furloughed employees who, during their recall period, return to the Employer's payroll in a temporary capacity.

9) Employees on leave without pay to attend official union conventions or conferences in accordance with Recommendation 16, Paragraph 3 shall have that time included in regular hours paid for purposes of earning annual leave entitlement and credited service under Paragraph 1 above; provided however, such leave without pay does not exceed six (6) weeks per employee per year.

10) Permanent employees who have one or more years of service since their last day of hire may anticipate annual leave to which they become entitled during the then current calendar year unless the Employer has reason to believe that the employee has been abusing the leave privilege. Permanent employees with less than one year of service since their last date of hire may not anticipate annual leave.

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

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.

### **RECOMMENDATION NO. 13 LEAVES OF ABSENCE**

- 1) All time that an employee is absent from work shall be appropriately charged.
- 2) All requests for leave must be submitted in writing to the employee's immediate supervisor and shall be answered in writing promptly. Requests for emergency type leaves shall be answered before the end of the shift on which the request is made. Except for emergency type leaves, the time when leave is taken is within the discretion of the Employer.
- 3) Requests for any type of leave to which an employee is entitled under this Memorandum and which is not to exceed one month shall be answered by the Employer within five days. If the requested leave is in excess of one month, the request shall be answered within 10 days.
- 4) Where a state civil service examination is not readily available during an employee's non-working time, permanent full time employees shall be granted administrative leave with pay to take such examination which is scheduled during their regular work hours at the nearest location subject to management's responsibility to maintain efficient operations. Employees shall only be entitled to leave for this purpose on two occasions during the 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 Paragraph.

5) Employees shall be granted up to four (4) hours of administrative leave per calendar year to donate blood.

6) 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 CIVIL LEAVE**

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

2) Permanent employees who are subpoenaed as witnesses or who are named parties in the following administrative hearings shall be granted leave with pay while attending such hearings: Unemployment Compensation Board of Review Referee, and Workers' Compensation Judge. This Paragraph shall not apply to the performance of the employee's duties as a Referee in an Unemployment Compensation hearing.

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

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

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

4) Permanent employees, while performing fire fighting duties, emergency medical technician duties, civil air patrol activities or emergency management rescue work during a fire, flood, hurricane or other disaster, may be granted leave with pay. Volunteer participation in fire fighting activities, emergency medical technician activities, civil air patrol activities, or emergency management rescue work shall require the prior approval of the agency head. Employees absent from work for reasons described in this Paragraph shall be required to obtain a written statement from the fire company, forest unit, emergency management agency, or other organization with which they served, certifying as to their activities during the period of absence.

**RECOMMENDATION NO. 15**  
**MILITARY LEAVES**

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

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 participating 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 Subparagraph a. of this Paragraph 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.

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 duty shall include but is not limited to:

- (1) Annual active duty for training
- (2) Attendance at service school

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

b. For military training duty as provided for in Subparagraph a. of this Paragraph, 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.

### 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 must be granted military leave without pay. The provisions of Paragraph 3 through Paragraph 6 are consistent with Chapter 43, Part III, of the Title 38 United States Code and Military Code, 51 Pa. C.S. §7301.

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.

### 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 training shall provide four weeks notice if possible to their immediate supervisor prior to the commencement of such duty.

- (4) Employees are required to provide their supervisor with notice of approval for additional military duty, not required as a part of routine reserve training, as soon as it is approved and provide their supervisor with a copy of the orders as soon as the employees receive orders to that effect.
- b. Military leave without pay is available for five years plus any involuntary service during wartime or national emergency. The five years is cumulative throughout employment with the Commonwealth.
- c. Military leave without pay shall expire:
  - (1) For periods of more than 180 days, no more than 90 days after the completion of the service.
  - (2) For periods of service of more than 30 days but less than 181 days, no more than 14 days after the completion of the service.
  - (3) For periods of service that were less than 31 days, the first full regularly scheduled work period following the period of service or up to eight hours after an opportunity to return from the place of service to the employee's home.
  - (4) For periods of hospitalization or convalescence from illness or injury incurred during the period of service, up to two years after the period of service or when recovered, whichever occurs sooner.
  - (5) For circumstances beyond an employee's control, the above periods may be extended upon demonstration of such circumstances.

## 5) Reemployment

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 Paragraph 4.c.(1) and (4), written application for reemployment is provided to the agency head.

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.

7) Retirement Rights

Employees who are granted military leave may, under conditions provided in the Military Code (51 P.L. 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.

8) Loss of Benefits

Employees who are separated from the service by discharge under other than honorable conditions, bad conduct, or dishonorable discharge, shall not be entitled to any of the benefits of Paragraph 3 through Paragraph 9 of this Recommendation (relating to Military Leaves Without Pay) except such vested rights as they may have acquired thereto by virtue of payments into their retirement accounts.

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.

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. 16**  
**LEAVES OF ABSENCE WITHOUT PAY**

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

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

b. At the request of the Union, with at least 14 days notice to the Employer, and subject to management's ability to maintain efficient operations, bargaining unit members will be granted leave without pay for Union business without loss of seniority credit. For these purposes, the UC Referee Unit will have an available pool of 20 days (out of the pool of 500 days per contract year allotted to PSSU). Management shall not unreasonably deny such requests.

3) Union officials or elected delegates shall be granted, subject to management's responsibility to maintain efficient operations, up to six weeks leave without pay each year without loss of seniority credit where such time is necessary to enable them to attend official union conventions or conferences. Employees may use accrued annual or personal leave for this purpose in lieu of leave without pay.

The following shall be recognized as official union conferences or conventions:

- SEIU National Convention - Conferences
- SEIU Public Employee Convention - Conferences
- SEIU Pennsylvania State Council Convention - Conferences
- SEIU Health Care Conventions - Conferences
- AFL-CIO State Convention - Conference
- CLUW State Convention - Conference
- CBTU State Convention - Conference
- AFL-CIO Legislative/Newspaper/COPE - Conferences
- AFL-CIO Regional Conference
- AFL-CIO George Meany School - Conferences
- SEIU Regional Conferences - Training
- Local 668 Executive Board Meetings
- Local 668 Officer Training
- Local 668 Legislative Conference
- Local 668 Health & Safety Conference
- Local 668 Meet & Discuss Training
- Local 668 Grievance Training
- Local 668 Health Care Training

Local 668 Convention  
Local 668 Leadership Skills Conference  
SEIU Women's Conference  
A. Phillip Randolph Conference

Requests for leave without pay with seniority credit for union officials or elected delegates will be forwarded to the Bureau of Labor Relations, Office of Administration, by PSSU not less than three weeks prior to the date of each convention or conference. Each request will contain the name, classification, department and work location of the union official or delegate in addition to the name of the conference or convention.

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 one year and shall not be granted more than once every four years. Where an employee has been granted an approved leave of absence without pay for educational purposes the employee will have the right to return, upon the expiration of such approved leave of absence without pay for educational purposes, to a position in the same or equivalent classification within the agency, subject to the furlough provisions of Recommendation 24, Seniority.

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 (900 hours for permanent part-time employees). 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 and 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, except as described in Subparagraph 5.d. below. For eligible permanent part-time employees, both the six month and 12 week entitlements provided by this Subparagraph 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) Effective during the first pay period of leave calendar year 2012, Subparagraph 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 12. Such use will not be counted against the six month entitlement to leave without pay with benefits.

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

e. One aggregate six month entitlement of leave without pay with benefits will be provided for sick leave without pay used under this Paragraph, parental leave without pay used under Recommendation 17, Paragraph 2.a., and family care leave without pay used under Recommendation 34, Paragraph 1. Leave used under these Recommendations, as well as military exigency leave used under Paragraph 13 below, will be deducted from the six month entitlement and run concurrently.

f. After the employee has used an aggregate of six months of leave without pay with benefits under this Paragraph, Recommendation 17, Section 2.a., and/or Recommendation 34, Paragraph 1 and/or military exigency leave under Paragraph 13 below, the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six month entitlement under the rolling twelve month year, provided that the employee has 1250 hours of actual work time within the twelve month period preceding commencement of the leave (900 hours of permanent part-time employees).

When a leave without pay is granted under this subsection, the employees will be guaranteed their job or a comparable job within the agency.

g. The continuation of benefits under this Paragraph is subject to the employee's payment of any required employee contribution under Recommendation 22, Paragraph 3.

h. This Paragraph shall not apply to a work-related injury.

6) Upon request of the employee, an extension of up to an additional six months leave without pay for illness 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 Paragraph 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 in 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, within the same geographical/organizational limitation as the seniority unit, in 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 Paragraph shall terminate. This Paragraph shall not apply to a work-related injury.

7) For denied work-related injuries, up to six months of leave without pay without benefits may be granted when the employee does not meet the eligibility requirements for leave under Subparagraph 5.a. of this Recommendation.

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

9) First-level supervisory employees who are elected or appointed as part-time Union officials shall be allowed to use leave without pay in accordance with the provisions of Article 17, Section 2(b) of the collective bargaining agreement between the Commonwealth and the Pennsylvania Social Services Union.

10) In those cases where an employee relocates from one geographical work location to another for Commonwealth employment, the employee will be entitled, upon request, to a leave of absence without pay for up to five days. Such requests shall be approved subject to management's responsibility to maintain efficient operations.

11) It is understood by both parties that the provisions of Paragraphs 5 and 6 are consistent with the Family and Medical Leave Act of 1993, 29 USC Section 2601 et seq.

12) State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Recommendations 21 and 22 will continue for the period of time the employee is on sick leave without pay with benefits under Paragraph 5 of this Recommendation.

13) 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 16, Paragraph 5.a.; Recommendation 17, Paragraph 1.a., and Recommendation 34, Paragraph 1. Military caregiver absence provides a separate 26 weeks of leave entitlement within a single 12 month period in addition to the leave without pay with benefits entitlements under Recommendation 17, Paragraph 6.a.; Recommendation 18, Paragraph 1.a., and Recommendation 34, Paragraph 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. 17 PARENTAL LEAVE**

1) Employees shall be eligible for parental leave as provided below:

It is understood that an employee's right to re-employment as set forth below will be to a position at the work site in which the employee was assigned to work prior to the parental leave, providing that a position in the employee's classification continues to exist at that work site and further provided that the employee is not subject to a transfer or furlough as provided for in Recommendation 24.

2) General

a. After completing one year of service, all permanent employees of the Commonwealth who become parents through childbirth or formal adoption or placement of a child with an employee for foster care shall be granted up to six months of parental leave without pay with benefits upon request on a rolling twelve month year basis, provided the employee has at least 1250 hours of actual work time within the twelve months preceding the commencement of the leave (900 hours for permanent part-time employees). Leave under this Paragraph may be approved on an intermittent or reduced-time basis during the first twelve weeks of absence. After twelve weeks of absence, subsequent leaves may be approved on a reduced-time basis; subsequent leaves taken intermittently or continuously in the rolling twelve month year shall not be approved for periods less than two consecutive weeks. For eligible permanent part time employees, both the six month and 12 week entitlements provided by this Subparagraph 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 Paragraph 2.a., sick leave without pay used under Recommendation 16, Paragraph 5.a., and family care leave without pay used under Recommendation 34, Paragraph 1. Leave used under these Recommendations, as well as military exigency leave used under Recommendation 16, Paragraph 13, 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 Paragraph, Recommendation 16, Paragraph 5.a., and/or Recommendation 34, Paragraph 1, and/or military exigency leave under Recommendation 16, Paragraph 13, the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six month entitlement under the rolling twelve month year, provided that the employee has at least 1250 hours of actual work time within the twelve month period preceding commencement of the leave (900 hours for permanent part-time employees).

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

e. The continuation of benefits under this Paragraph is subject to the employee's payment of any required employee contribution under Recommendation 22, Paragraph 3.

f. The provisions of Paragraphs 2, 4, 5, 6, 7 and 8 shall be consistent with the Act of July 9, 1969, P.L. 133, No. 56, (43 P.S. 952 et seq.).

### 3) Granting Leave

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

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

c. During the first six months of absence under Paragraph 2.a. of this Recommendation, the duties of the employee's position shall either be performed by remaining staff and the position kept vacant or they shall be performed by a substitute employee.

### 4) Reemployment

During the first six months of absence under Paragraph 2.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 Paragraph 2.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 immediately 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 Paragraph 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.

### 5) Seniority Rights

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



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

6) 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 16, Paragraph 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. Effective during the first pay period of leave calendar year 2012, Subparagraph 6.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.

7) Benefits

State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Recommendations 21 and 22 will continue for the period of time the employee is on parental leave without pay with benefits under Paragraph 2.a. of this Recommendation.

8) 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).

9) 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 Sections 2601 et seq.

**RECOMMENDATION NO. 18  
WORK-RELATED INJURIES**

1) An employee who sustains a work-related injury, during the period of this Memorandum, as the result of which the employee is disabled, if so determined by a decision 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 and social security and retirement contributions. One full day of accumulated leave (7.5 hours) will be charged for each day the supplement is paid. Accumulated leave and injury leave without pay may be used for an aggregate of 12 months or for the duration of the disability, whichever is the lesser, except that, if only accumulated leave is used, it may be used beyond 12 months until exhausted or until the disability ceases, whichever occurs sooner. In no case, however, will the aggregate of 12 months extend beyond three years from the date the injury occurred. If no leave is available under this Paragraph, the provisions of Paragraph 13 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 Paragraph cannot be changed more than once.

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

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.

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

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 Paragraph 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 Paragraph 1.

6) State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Recommendations 21 and 22 will continue for the period of time that the employee is on leave under Paragraphs 1 and 13.

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 24, 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 Paragraphs 1 or 13, where applicable, and the end of the guarantee in this Paragraph, the employee will be on leave without pay.

During the three-year period, employees who are not fully capable of performing the duties of their position shall have, upon request, a right to return to an available position in a lower classification, within the same geographical/organizational limitation as the seniority unit, to which there are no seniority claims and which the agency intends to fill, provided the employee meets the minimum requirements and qualifications essential to the work of the classification and the employee is fully capable of performing the duties of the position. If an employee returns to a position in a lower classification, the employee will be demoted in accordance with the Commonwealth's Personnel Rules, but shall maintain the right to return to a position in the same or equivalent classification held before being disabled, for a period of up to three years from the date the injury occurred, provided the employee is fully capable of performing the duties of that position, subject to the furlough provisions of Recommendation 24, Seniority.

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

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

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

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 10, 11, and 12. If no paid leave is available, an employee may use leave without pay. Each absence shall not exceed the minimum amount of time necessary to obtain the medical treatment. Employees shall make reasonable efforts to schedule medical appointments during non-work hours or at times that will minimize absence from work. Verification of the length of the medical appointment may be required. This Paragraph is not applicable to any absence for which workers' compensation is payable. When workers' compensation is payable, the provisions of Paragraph 1 shall apply.

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

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

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

12) Paragraphs 1 through 10, and Paragraph 13 of this Recommendation shall not be applicable to employees whose injuries are within the scope of either Act 193 of 1935, P.L. 477, as amended, or Act 632 of 1959, P.L. 1718, as amended.

13) 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 Paragraph 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 Paragraph 1.

14) 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 Paragraphs 1 and 13 shall be designated as leave under the provisions of the Act.

15) It is understood by both parties that the provisions of this Recommendation are not in conflict with the Americans with Disabilities Act.

### **RECOMMENDATION NO. 19 SALARIES AND WAGES**

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

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

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

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

5) Effective July 1, 2014, each employee covered by this Memorandum who is in an active pay status shall receive a general pay increase of two percent (2%). This increase is reflected in the Standard Pay Schedule in Appendix E.

6) A permanent salaried employee whose salary exceeds the maximum of the employee's applicable pay scale group when the general pay increases outlined in Paragraphs 2, 3, 4 and 5 are effective shall receive the annual amount of the general pay increase, in the form of a one-time cash payment rounded to the nearest dollar. The cash payment shall be paid no later than the next payday after the general pay increase is reflected in the paychecks of employees who are not above the maximum.

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

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

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

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

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

e. During the term of this 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 Subparagraphs a., b. and c., shall receive the annual amount of a two and one-quarter percent (2.25%) increase in the form of a one-time cash payment rounded to the nearest dollar.

8) 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.

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

10) An employee in an inactive pay status shall, upon return to active pay status, be entitled to the above general pay increases outlined in Paragraphs 2, 3, 4 and 5; the cash payments outlined in Paragraphs 6 and 7; and the service increments outlined in Paragraph 7 where applicable.

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

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

## **RECOMMENDATION NO. 20 OVERTIME**

1) In the event an employee is required to work in excess of 7.5 hours in any work day or in excess of 37.5 hours in any work week, the employee shall be granted either straight-time pay or compensatory time off one hour for each hour worked, at the election of the Employer.

Compensatory time off is to be granted within the 60 calendar day period succeeding the date on which the overtime is worked. The compensatory time off shall be scheduled for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the compensatory time is not granted within this time period, the employee shall be compensated at the appropriate rate of pay in lieu of paid time off. By mutual consent of the Employer and the employee involved, such scheduling period may be extended an additional 60 calendar days.

2) The following items will be regarded as hours worked for the purpose of computing overtime hours:

- a. Hours worked.
- b. Rest periods.
- c. Holidays.
- 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. Sick leave.
- h. Administrative leave.

3) Employees who are required to remain on duty during meal periods shall be compensated for these periods at the regular rate of pay. Employees who are required to remain on duty during rest periods shall have the time counted as time worked in addition to that which is provided for in Paragraph 2.

4) 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 Paragraph and in the determination of this time, pay periods will be considered as after-the-fact.

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

## **RECOMMENDATION NO. 21 INSURANCE**

1) The Employer shall continue to assume the entire cost of the life insurance coverage for eligible employees as set forth in the currently existing life insurance plan as modified by Paragraph 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.



2) a. Permanent employees who are granted sick leave without pay or parental leave without pay will continue to receive 100% state-paid coverage under the current life insurance plan for up to six (6) months. Permanent employees who are on sick or parental leave without pay for longer than six (6) months may remain in the program for an additional six (6) month period by paying the entire premium. Permanent employees who are granted family care leave will continue to receive 100% state-paid coverage under the current life insurance plan for up to twelve (12) weeks. Permanent employees who are granted injury leave (paid and unpaid) will continue to receive 100% state-paid coverage under the current life insurance plan for up to twelve (12) months or, if only paid leave is used, beyond 12 months until the paid leave is exhausted.

b. 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 (1) year by paying the entire premium.

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.

4) The Employer will continue to provide liability coverage for employees who use their personal automobiles on state business. It is clearly understood and agreed that this liability coverage is on an excess basis only and that excess liability limits applicable correspond to that required on a per person and per occurrence basis under the Pa. Motor Vehicle Financial Responsibility Law, Act of February 12, 1984, (P.L. 26, No. 11 &12) 75 Pa. C.S. Chapter 17. Excess basis means that any other valid and collectible insurance will be primary. The coverage provided by the Employer shall be considered primary if, in fact, no other valid and collectible insurance was in effect. However, in the event an employee has not complied with the mandated minimum coverage stated in the Pa. Motor Vehicle Financial Responsibility Law, the Employer's liability coverage as provided for above shall be considered primary only to the extent that any claims exceed the mandated minimums. Any accident occurring while on state business will be reported to the employee's own insurance carrier in addition to the Bureau of Risk and Insurance Management, Department of General Services.

## **RECOMMENDATION NO. 22 HEALTH BENEFITS**

### 1) Pennsylvania Employees Benefit Trust Fund

a. A jointly administered, multi-union, Health and Welfare Fund has been established under the provisions of an Agreement and Declaration of Trust executed by and between Council 13, American Federation of State, County and Municipal Employees, AFL-CIO, and the Employer. This jointly administered Fund is known as the Pennsylvania Employees Benefit Trust Fund

(hereinafter Fund or PEBTF). The Fund shall conform to all existing and future Federal and Commonwealth statutes applicable to and controlling such Health and Welfare Fund. Said Agreement and Declaration of Trust shall provide for equal representation on the Board of Trustees appointed by the unions and the Employer. In addition, the Agreement and Declaration of Trust will allow the Fund to provide benefits to management level and retired employees, as well as employees represented by other unions and other Employers in the Commonwealth of Pennsylvania.

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

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

July 2011 – June 2012	\$375 biweekly per employee
July 2012 – June 2013	\$390 biweekly per employee
July 2013 – June 2014	\$425 biweekly per employee
July 2014 – June 2015	\$455 biweekly per employee

The contributions for permanent part-time employees, who are eligible for benefits and expected to be in an active pay status at least 50% of the time every pay period, will be 50% of the above referenced rates.

d. The Fund shall maintain a reserve sufficient to pay on a cash basis the three (3) next succeeding months of projected claims and expenses. Reserve is calculated as the ending fund balance, meaning the net amount of funds on hand as of the close of any given month. Fund revenues are to be adjusted to reflect the relevant cash amounts that should have been or are to be received or collected by the Fund under the agreement. Fund expenses are to be adjusted for any expense which should have been paid for the period. At each bimonthly meeting of the Board of Trustees, the Fund's actuary will present their financial projection to the Finance Committee including a report that will show the projected reserve level at the end of the succeeding 24 months, or through the end of the current agreement if this latter period is less than 24 months. The report will concisely state the 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 10 (ten) business days of its receipt by the parties.
  6. The adjustment must be sufficiently large so as to restore the size of the reserve to a minimum of three months within 30 days following the target date.
  7. Once the reserve exceeds the three (3) month equivalent, the contribution rate shall be reduced to the amount provided under this Paragraph 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.

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

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

3) The Fund shall continue to provide each permanent full-time active employee medical plans 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 Paragraph 3.b., employees will contribute a percentage of their biweekly gross base salary toward the cost of coverage as provided below:

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

Employee contributions shall be effective the first full pay period in July of the periods specified above. Biweekly gross base salary as used throughout this 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 Paragraph 1.b., the Fund shall be solely responsible for establishing all requirements and conditions of the Get Healthy Program, including rules and policies for the requirements for qualifying for the Employee Contribution Waiver and for making determinations regarding whether an employee and dependents have fulfilled the conditions for such Waiver.

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

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

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

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

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

(2) After completing six (6) months of employment, the employee and his/her qualifying dependents will be eligible for coverage under the Fund's supplemental benefits, and the employee will be permitted to cover his/her qualifying dependents under the least costly medical plan at no additional cost. If a more costly medical plan is selected, the employee will be required to pay the cost difference between the least costly and more costly plan, in addition to the employee contribution required under Paragraph 3a.

(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.

4) a. Permanent employees who are granted sick leave without pay (Recommendation 16), parental leave without pay (Recommendation 17), or family care leave without pay (Recommendation 34) may continue to receive benefits as determined and extended by the Fund for up to six months. Permanent employees who are granted injury leave (paid and unpaid) may continue to receive benefits as determined and extended by the Fund for up to 12 months or, if only paid leave is used, beyond 12 months until the paid leave is exhausted.

b. 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. 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 Subparagraph a. and 50% contributions for permanent part-time employees for the period of time for which they are entitled to benefits under Subparagraph a.

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

5) Spousal Eligibility

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

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

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

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

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

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

Effective January 1, 2012, the annual retiree contribution rate during the term of this 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. Effective January 1, 2012, the methodology utilized by the State Employees' Retirement System to calculate pension benefits will also be applied to determine the annual retiree contribution rate for employees who retired on or after July 1, 2007 through June 30, 2011 in those situations where said methodology results in a lower retiree contribution rate than results from the use of final gross annual salary; in situations where use of final gross annual salary yields a lower contribution rate for such former employees, it shall continue to be used. Further, effective January 1, 2012, the annual retiree contribution rate for all present and future Medicare eligible retirees who have a contribution rate of three 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:

(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 ~~are~~ 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 Paragraph, 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.

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.

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. 23**  
**TRAVEL EXPENSES**

1) Travel expenses shall be paid in accordance with 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.

2) An employee who is required by the Employer to travel 15 miles or more from their regular office work site and whose work assignment requires that the employee remain away from said office work site during the employee's normal lunch period, shall be reimbursed for out-of-pocket lunch expenses not to exceed \$3.50 (including sales tax).

**RECOMMENDATION NO. 24**  
**SENIORITY**

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

a. Seniority standing for all purposes contained herein shall be determined by the length of unbroken service (as defined in Paragraph 2) with the Employer in the employee's current classification.

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 of military leave without pay; leave without pay for union business in accordance with Recommendation 16, Paragraphs 3 and 8; leave without pay for work-related injuries in accordance with Recommendation 18; sick leave without pay in accordance with Recommendation 16, Paragraphs 5 and 6; parental leave without pay in accordance with Recommendation 17 and family care leave without pay in accordance with Recommendation 34 will be accumulated. This total number of hours will be divided by 7.5 and rounded up to the next higher day. The result will be added to the employee's accumulated total.

c. Employees who served in the Armed Forces of the United States during periods of war in which the United States was or is engaged as listed below shall be responsible for providing proof of military service to their human resource officer within 60 days of their first day of work or 60 days after discharge or release from active duty during a current period of war in order to receive seniority credit in accordance with the Veteran's Preference Act 51 Pa. C.S. 7101.

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

2) There shall be a single statewide seniority unit for the Unemployment Compensation Referees.

3) 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 5 consecutive working days of recall, expiration of recall, 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 seniority. If an employee is returned within one year after such break in service, he/she shall be entitled to credit for seniority purposes 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 the approval of benefits by the State Employees' Retirement Board.

4) Seniority lists shall be prepared for the seniority unit and revised where necessary every six months. Appropriate service information shall be shown thereon to permit application of various seniority provisions. Such lists shall be posted on the appropriate bulletin boards.

5) The Employer agrees to post all vacancies within the seniority unit at all work locations within the seniority unit. Such posted notice shall include the location of the vacancy.

6) When the Employer determines that a furlough is necessary within a seniority unit, employees will be furloughed in the inverse order of seniority. The Employer shall determine the positions in the seniority unit which are to be eliminated in the event of a layoff or furlough. The bumping rights of an employee occupying a position which is to be eliminated shall be limited to bumping the least senior employee in the unit.

7) When in the exercise of seniority rights for all purposes provided herein, two or more employees are deemed relatively equal in skill and ability and have the same seniority in the classification covered by this Memorandum, preferential rights shall be determined by agency service. If the agency service is the same, then total state service shall be used. Total state service will be leave service credit which appears on the employee's pay statement.

In the event that after the application of the above specified procedures, two or more employees have the same seniority, preferential rights shall be determined by lot.

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

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

10) The Employer shall establish a recall list for the seniority unit for those employees furloughed under Paragraph 6 of this Recommendation in the inverse order of furlough.

- a. Employees on such recall lists shall have rights to a vacant position in the seniority unit.
- b. Such recall lists will remain in effect for a furloughed employee a period of 3 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 furloughed, the employee shall forfeit all recall rights.
- d. During the period that an employee is on a recall list, the employee shall keep the Employer informed of any changes in address.

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

11) When it is necessary for the Employer to transfer an employee from one work location to another work location within the seniority unit on a permanent basis, the least senior employee at the work location from which the transfer is to be made will be transferred provided there are not volunteers for the transfer.

12) The probationary period for promotion into the Unemployment Compensation Referee classification shall be 180 calendar days in length, unless, in the opinion of the Employer, the performance of the employee is questionable, then the probationary period may be extended for not more than 365 additional calendar days by the Employer, and the provisions of Recommendation 25 shall not be applicable during this period or any extension thereof. Probationary time shall be calculated from the date of promotion into the Unemployment Compensation Referee classification and shall not include periods of leave without pay or periods of time during which an employee is using paid leave to supplement workers' compensation. An employee moving from an unclassified position shall accrue service time from this date of appointment to the classified service. Seniority status shall be based upon appropriate service time.

13) For the purpose of layoff and furlough only a total of 4 state-wide Union officers and stewards shall have superseniority. Within 30 days of the effective date of this Memorandum, the Union shall provide the Employer with a list of all employees who have been granted superseniority in accordance with the provisions of this Paragraph. The list shall contain the employee's name, Union title, agency of employment, work location, and local union number. If Union elections result in a change to the list, the Union shall immediately notify the Employer, however, changes which have not been received by the Employer within 15 days of the effective date of a furlough, will not affect the list in existence prior to the announcement of the furlough.

14) Employees who formerly occupied classifications included in this Memorandum and who are not now in units represented by other employee organizations and who are affected by furlough may bump into classifications previously held in this supervisory unit, provided the employee has more seniority than the employee with the least amount of seniority in that classification and provided the employee has not had a break in service as defined in Paragraph 2 since leaving the supervisory unit. Employees will not accrue seniority while outside the seniority unit, however seniority previously earned shall accrue to the employee upon return to the supervisory unit.

**RECOMMENDATION NO. 25**  
**DISCHARGE, DEMOTION, SUSPENSION & DISCIPLINE**

1) The Employer shall not demote (as a method of discipline), 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 third step of the grievance procedure, subject to any conditions set forth in the grievance procedure under Recommendation 27. The Union shall be notified by the Commonwealth of any disciplinary demotion, suspension or discharge.

Only discharges, disciplinary demotions and suspensions shall be entitled to be taken to the fifth step of the grievance procedure; that is, binding arbitration. The provisions of this Recommendation shall not be applicable to the demotion of any employee where in the opinion of the Employer, the performance of such supervisory employee is unsatisfactory. All other grievances shall cease at the fourth step. The decision of the Office of Administration in these cases shall be final and binding.

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

3) The provisions of this Recommendation shall not apply during the initial 180 calendar days of probationary employment or during any extension of such probationary periods. 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 period.

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, including the manner in which suspended or discharged employees are escorted off of the Employer's premises. 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 Paragraph.

5) An employee, on his or her request, shall be entitled to Union representation throughout the grievance procedure or during any meeting in which accusations are to be made which could lead to discipline or at any meeting held for the purpose of imposing discipline.

6) Employee signatures on disciplinary documents shall constitute mere notification and shall not be construed as an admission against interest.

7) The Employer and the Union agree to expand the alternative forms of discipline in lieu of suspension actions program to members of this unit in accordance with the side letter dated March 23, 2004 (Appendix F).

**RECOMMENDATION NO. 26**  
**PERSONNEL FILES**

1) There shall be an official personnel file for employees in this unit. Employees shall be given an opportunity to periodically examine the contents of their personnel file. If there is any disagreement as to the contents of the personnel file, employees shall have the right to submit a statement concerning any material in the employee's file and any such statement shall then become part of the employee's personnel file. The official personnel file shall be maintained in accordance with Management Directive 505.18, as amended by the Employer.

2) After a period of two years, a written reprimand or reference to an oral reprimand shall be removed from the employee's official personnel file if no intervening incidents of the same or a similar nature have occurred. The official personnel file shall not contain adverse records unrelated to employment or of unfounded charges or complaints which could adversely affect the employee's employment or career.

3) If an employee is disciplined and subsequently, through utilization of the grievance procedure, is completely exonerated and the disciplinary action is rescinded, all material pertaining to the disciplinary action shall be removed from the employee's file.

**RECOMMENDATION NO. 27**  
**GRIEVANCES AND ARBITRATION**

1) Civil Service employees may process their grievance through either the Civil Service appeal procedure or the Memorandum grievance procedure. If an appeal is filed under the Civil Service appeal procedure while proceedings are taking place under the Memorandum grievance procedure, then the Memorandum grievance procedure shall cease and shall not be permitted to be reinstated. If an appeal is filed under Civil Service appeal procedure, the employee shall not be entitled to institute proceedings under the Memorandum grievance procedure, all right to so do being waived by the exercise of an option by the employee to utilize the Civil Service procedure.

2) Any grievance or dispute which may arise concerning the application, meaning or interpretation of this Memorandum shall be settled in the following manner:

**STEP 1.** The employee, either alone or accompanied by the Union representative, or the Union where entitled, shall present the grievance in writing to the immediate supervisor, within 15 working days of the date of its occurrence, or when the employee knew or by reasonable diligence, should have known of its occurrence. The supervisor shall attempt to resolve the matter and report the decision to the employee in writing within 15 working days of its presentation.



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

STEP 3. An appeal from an unfavorable decision at Step 2 shall be presented by the employee or Union representative to the agency head within 15 working days after the response from Step 2 is due. The agency head shall respond in writing to the employee and Union representative within 15 working days after receipt of the appeal.

STEP 4. In the event the grievance has not been satisfactorily resolved at Step 3, written appeal may be made by the employee or Union representative within 15 working days after the response from Step 3 is due to the Bureau of Labor Relations, Office of Administration and shall contain a copy of the grievance and a copy of the Step 2 and Step 3 decisions. The Secretary of Administration or his designee shall issue a decision in writing to the Union within 15 working days after receipt of the appeal.

STEP 5. An appeal from an unfavorable decision at Step 4 may be submitted to arbitration within 15 working days after the response from Step 4 is due only in the following circumstances:

- a. To determine whether there was just cause for a discharge, demotion or suspension which has not occurred as the result of: a strike, or; an alleged violation of any work rule or other regulation, which regulates or restricts or prohibits outside employment or other gainful activity including the practice of law.
- b. To determine whether employees are engaged in a "strike" which is prohibited under Recommendation 33; provided, however, that the Employer retains the sole discretion of determining the appropriate disciplinary action for employees engaged in a strike as provided in Recommendation 25.
- c. To determine whether an employee has violated any work rule or other regulation, which regulates, restricts or prohibits outside employment or other gainful activity including the practice of law; provided, however, that the arbitrator may not modify the discipline imposed or make any other ruling concerning any such work rule or regulation.

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

The arbitrator is to be selected by the parties. Representatives of the Employer and the Union shall meet at any interval mutually agreed upon, for the purpose of selecting an arbitrator for those cases which the Union has given notice of intent to arbitrate.

If the parties fail to agree on an arbitrator, either party may request the Bureau of Mediation to submit a list of seven possible arbitrators. The parties shall meet within five working days of the receipt of said list for the purpose of selecting the arbitrator by alternately striking one name from the list until one name remains. The Employer shall strike the first name.

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

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

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

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

All fees and expenses of the arbitrator shall be divided equally between the parties except where one of the parties to this Memorandum requests a postponement of a previously scheduled arbitration meeting which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the grievance in which event the postponement charge shall be divided equally between the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

3) The Union is the exclusive representative of all the employees in the unit throughout the grievance procedure provided that any individual employee or group of employees shall have the right at any time to present grievances to their Employer and to have them adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of the Memorandum then in effect; and, provided further, that the Union has been given an opportunity to be present at such adjustment.

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

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

### **RECOMMENDATION NO. 28 DISCRIMINATION**

1) Both the Employer and the Union agree not to discriminate against any employee on the basis of race, religious creed, color, ancestry, sex, marital status, age, national origin, union membership or lack thereof, disability, sexual orientation, AIDS or HIV status or political affiliation.

2) The Employer does not condone sexual harassment of any employee and encourages employees who, after appropriate consideration of all relevant facts, believe that he/she is the object of such conduct, to report such allegations as soon as possible. The Employer will investigate all reported allegations of sexual harassment.

The Employer will remedy substantiated instances of such harassment. An employee who has filed a sexual harassment complaint will be notified when the investigation has been concluded. The employee will be informed of the results of the investigation.

**RECOMMENDATION NO. 29**  
**GENERAL PROVISIONS**

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.

2) The Employer will make the scores of civil service tests for present employees available to local representatives upon request.

3) Reasonable use of telephones for local calls on personal business by employees is permitted in accordance with existing practices where such does not interfere with the efficiency of the operation. Long distance calls are permitted provided they are collect or are charged to personal credit cards or the employee's home telephone number.

4) It is understood between the parties to this Memorandum that the Employer retains all of the management prerogatives which existed prior to the effective date of this Memorandum unless expressly modified by the Memorandum, including but not limited to the right to adjust the boundaries of the areas to which employees are assigned, establish employee work standards and work rules and to otherwise direct and supervise the work performed by employees in the unit without regard to existing practices.

5) The Employer shall provide liability coverage and legal defense as detailed in 4 Pennsylvania Code Chapter 39 and Management Directives 205.6 and 630.2 as may be amended by the Employer.

6) The Employer shall grant up to one day of administrative leave per year to five (5) Unemployment Compensation Referees who attend training seminars conducted by the Union.

7) Employees should be treated in a respectful manner which does not embarrass them or demean their dignity. The appropriate forum for addressing incidents which are variants with this inconsistent with this principle shall be meet and discuss.

8) In response to the Union's request for an upward adjustment of one pay scale group, the Classification and Pay Division, Office of Administration agrees to conduct a study, during the life of this Memorandum, to determine the appropriate pay scale group of the members of the bargaining unit and specifically, Class Code 07310, Appeals Referee. To accomplish this study, representatives of the Employer and representatives of the Union will initially meet and discuss for the purpose of allowing the Union the opportunity to present information on the duties and responsibilities of representative positions from within the unit. Once the study is concluded, the Employer agrees to meet and discuss with the Union concerning the Office of Administration's findings. If after the meet and discuss, the Office of Administration concludes that any pay scale group adjustments are appropriate, the adjustments will be implemented in accordance with the policies regarding pay scale group revisions contained in the Commonwealth's Personnel Rules.

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

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

10) The Commonwealth and the Union will treat smokeless tobacco and electronic smoking devices in the same manner in which other tobacco usage at the worksite is treated.

### **RECOMMENDATION NO. 30 SAFETY AND HEALTH**

1) The Employer is responsible to provide employees with a safe work environment in which to carry out their job duties and the training necessary to carry out those duties safely. Managers and supervisors at all levels are to maintain safe working conditions by ensuring job-appropriate safety-related education and training are provided, and by enforcing applicable safety policies and procedures. Employees are responsible to perform their duties safely and adhere to applicable safety rules, procedures and work practices. These safety efforts shall be ongoing and have a goal of continuous improvement. However, the provisions of this Recommendation are not intended to ensure that employees are not exposed to those hazards and risks that are an ordinary characteristic of their work or are reasonably associated with the performance of their responsibilities and duties.

2) The Employer will make every reasonable effort to assure compliance with laws affecting the health and safety of employees. The Employer agrees to inform the local union steward when representatives of the Bureau of Occupational & Industrial Safety, Department of Labor & Industry are on the premises and a designated union steward located on the premises shall be allowed to accompany such representatives on tours of the worksite to point out deficiencies, without loss of pay or leave time. In addition, when the Employer is aware of the presence of representatives of regulatory agencies who are at the work site for the purpose of safety inspections, the Employer agrees to inform the local union steward. When the Union requests an inspection of any building, the Union shall notify the office manager of such request which notice shall include the name of the agency which will conduct the inspection and where possible include the date and time of the inspection.

Current leases will be made available to the Union for its inspection and copies of such leases will also be available to the Union, provided any cost involved must be assumed by the Union. Violations of lease provisions will be vigorously pursued and diligent corrective action will be taken by the Employer to assure compliance. Upon request of the Union, the Employer shall attempt to provide notice of lease expiration and the Employer agrees to meet and discuss, at the request of the Union, prior to the renewal of any lease regarding Union complaints concerning the building in question and the Union's recommendation regarding the renewal of the lease. A designated union steward on the premises and, by mutual agreement between the Employer and the Union, an additional employee may be granted reasonable time off without loss of pay or leave time to inspect buildings prior to the meet and discuss on lease renewals or prior to occupancy of new buildings. When a new lease or a lease renewal is signed by the Employer, a copy will be sent to the Union. The Employer shall notify the Union as soon as practicable when plans are being considered for remodeling or relocation of office space.

At those work locations where Health and Safety committees are in existence and are composed of representatives of various employee organizations, employees on such committees in classifications represented by the Union shall be appointed by the Union. The Employer also agrees to inform the Union as to which of its representatives can make decisions on individual office closing.

3) The Employer will continue its prohibition against assignment of employees to any work area in any buildings owned or leased by the Commonwealth where there is a clear and present danger to their safety.

4) The Employer will continue to take appropriate action to protect its employees from injury while at work in any buildings owned or leased by the Commonwealth. Where clear and present hazardous conditions exist at a worksite the Employer shall post appropriate warning signs.

5) a. In work sites where actual violence is a continuing problem, the Commonwealth shall provide adequate safeguards, including security guards where necessary.

b. At those sites where employees are continually faced with threats of physical harm and/or verbal abuse, local representatives of the Employer and the Union shall meet to develop local policies to deal with such occurrences. If no agreement can be reached, then the Employer and the Union shall meet and discuss at the Agency level to develop local policies to deal with such occurrences.

c. An employee who is a victim of an assault arising out of his/her employment with the Commonwealth will be granted sufficient time off without loss of pay or leave time to file related criminal charges. If the Employer is subsequently made aware of the necessity for the employee to testify at any criminal proceeding arising out of such work-related criminal charge, the employee shall be granted reasonable time off without loss of pay or leave time. In addition, the Employer shall reimburse the employee for costs, if any, for the filing of such criminal charges. The provisions of this Paragraph shall not be applicable where the employee is the aggressor.

d. When a threat has been directed towards an employee in the performance of his/her job duties, the Employer will take reasonable precautions to ensure the safety of the employee.

6) Upon request, the Union shall be provided with copies of reports concerning work-related accidents provided the Union has obtained the express written approval of the employee involved.

7) The matter of safety education and training is an appropriate subject for discussion at the local health and safety committee meetings. In addition, the committee should also review local emergency and evacuation plans and the posting of such plans.

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

9) The Employer agrees to meet and discuss, at the request of the Union, concerning procedures for inspecting the heating, ventilation, and air-conditioning equipment prior to occupancy of a new building. Such request is to be submitted directly to the Office of Administration, Bureau of Labor Relations.

**RECOMMENDATION NO. 31**  
**EQUAL EMPLOYMENT OPPORTUNITY**

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

**RECOMMENDATION NO. 32**  
**UNION BUSINESS**

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 nature. The Union may send mail related to Union business to local official Union representatives at appropriate facilities to which mail is delivered.

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 their immediate supervisor reasonable time off from their 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, the purpose of which are to arrive at a Memorandum.

**RECOMMENDATION NO. 33**  
**PEACE AND STABILITY**

No strike for any reason shall occur by employees of this supervisory unit and the Employer may summarily discipline, suspend, demote, or discharge any employee who engages in a strike as that term is defined under the Pennsylvania Public Employe Relations Act of 1970.



The Employer will not engage in any lockout during the life of this Memorandum.

**RECOMMENDATION NO. 34**  
**FAMILY CARE LEAVE**

1) After completing one year of service, permanent employees shall be granted, upon written request, up to six months of family care leave without pay with benefits, on a rolling twelve month year basis, for the purpose of attending to the medical needs of a spouse, domestic partner, parent, son or daughter or other person qualifying as a dependent who has a serious health condition, as defined by the Family and Medical Leave Act, provided the employee has at least 1250 hours of actual work time within the twelve months preceding the commencement of the leave (900 hours for permanent part-time employees). Leave under this Paragraph 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 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 paragraph will be prorated 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 Paragraph, sick leave without pay used under Recommendation 16, Paragraph 5.a), and parental leave without pay used under Recommendation 17, Paragraph 2.a). Leave used under these Recommendations, as well as military exigency leave used under Recommendation 16, Paragraph 13, 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 Paragraph, Recommendation 16, Paragraph 5.a), and/or Recommendation 17, Paragraph 2.a), and/or military exigency leave under Recommendation 16, Paragraph 13, the Employer is not required to grant subsequent leave without pay with benefits until such time that the employee again becomes eligible for some portion of the six month entitlement under the rolling twelve month year, provided that the employee has at least 1250 hours of actual work time within the twelve month period preceding commencement of the leave (900 hours for permanent part-time employees).

The continuation of benefits under this Paragraph is subject to the employee's payment of any required employee contribution under Recommendation 22, Paragraph 3.

2) State-paid coverage for life insurance and state payments toward coverage for health benefits as provided in Recommendations 21 and 22 will continue for the period of time the employee is on family care leave without pay with benefits under Paragraph 1 of this Recommendation.

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.

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

b. Effective during the first pay period of leave calendar year 2012, Subparagraph 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, Paragraphs 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.

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 Paragraph 1 of this Recommendation. After commencing the extension period under Paragraph 3 of this Recommendation and upon receipt of a written request to return to work, the employee shall be offered a position in the same classification and seniority unit for which a vacancy exists and to which there are no seniority claims and which the agency intends to fill. If such a position is not available, the employee shall be offered, during the remainder of the six-month period, any position in the same classification, in a lower classification in the same classification series, or a position previously held, within the same geographical/organizational limitation as the seniority unit, for which a vacancy exists and to

which there are no seniority claims and which the agency intends to fill. If the employee refuses an offer of a position in the same classification, the employee's rights under this Paragraph 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.

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, step-child, legal ward, or 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.

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 Sections 2601 et seq.

8) This Recommendation becomes effective January 1, 2008. Absences occurring before January 1, 2008 shall be covered by the provisions of Recommendation 43, Family Care Leave, of the Memorandum between the Commonwealth of Pennsylvania and PSSU effective July 1, 2003 through June 30, 2007.

9) 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. 35 TECHNOLOGICAL AND METHODOLOGICAL CHANGE**

In the interest of facilitating the implementation of technological and methodological changes in this Meet and Discuss Unit and minimizing the potentially disruptive effect of this implementation, Union and Management agree to meet and discuss issues of concern as a result of implementation of technological and methodological changes.

1) Management will give reasonable notice in advance of proposed technological and methodological changes in the workplace. In such cases, Management recognizes the need to provide the following information, upon request, to the Union:

- a. Details of proposed methods of operation of the new system and the task(s) it will perform.
- b. Proposed timetable for the introduction of the new technology and methodology.
- c. Any proposed changes in systems of performance measurement or of individual control or supervision implied by the new system.

2) The Union and Employer agree to meet and discuss the introduction and impact of proposed or actual technological or methodological changes, including but not limited to:

- a. Resulting classification changes, which arise from new methods or means of performing tasks;
- b. Planning and time of the introduction of the new equipment;
- c. Method and speed of the introduction of the new equipment;
- d. Ergonomic considerations;
- e. Health and Safety considerations;
- f. Training availability;
- g. Job redesign; and,
- h. The realignment and/or reassignment of any or all employees' work at the location(s) in question between and among classifications and/or supervisory units or to independent contractors or consultants, if such is necessary to facilitate the utilization of proposed or actual technological or methodological changes.

After a meet and discuss of the matter, the Employer shall have the right to implement any such technological or methodological changes.

3) The forum for issues relating to this Recommendation shall be the appropriate Meet and Discuss Committee.

**RECOMMENDATION NO. 36**  
**LEAVE DONATION PROGRAM**

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 or severe injury or illness or for the catastrophic or severe injury or illness of a family member. The leave also may be used as bereavement leave if the employee's family member dies and the employee has no accrued or anticipated sick leave available, subject to the limitations in Recommendation 11, Paragraph 6.

2) Recipients

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

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

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

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

e. 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.

- f. All accrued leave must be used as follows before any donation may be received.
- (1) For an employee's own catastrophic or severe injury or illness, all accrued 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 or severe 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.
- g. Up to 12 weeks of donated leave per leave calendar year may be received for all conditions of the employee and family members cumulatively, but donations may not be received in more than two consecutive leave calendar years. Donated leave is added to the recipient's sick leave balance on a biweekly basis. Recipients do not repay the donor for donated leave. Leave usage is monitored closely to ensure that donated leave is used only for absences related to the catastrophic or severe illness or injury.
- h. The recipient's entitlement to leave under the Family and Medical Leave Act will be reduced, by donated leave that is used. Entitlements to sick leave without pay (for an employee's own illness) or family care leave without pay (for a family member's illness) will also be reduced.
- i. Donated leave may be used on an intermittent basis. However, each absence may be required to be medically documented as due to the same catastrophic or severe illness or injury.
- j. An employee is not eligible to receive donations of leave if, during the previous six months, the employee has been placed on a written leave restriction, or has received a written reprimand or suspension related to attendance.
- k. Donated leave that remains unused once the employee is released by the physician for full-time work, when the family member's condition no longer requires the employee's absence, or at the end of the leave calendar year, must be returned to the donors in inverse order of donation. However, if at the end of the year, the absence is expected to continue beyond the greater of 20 workdays or the amount of 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.

3) Donors

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

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

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

d. Unused donations are returned to the donor if: the recipient or family member recovers, dies, or separates before the donor's leave is used; or if the recipient does not use the leave by the end of the leave calendar year, and is expected to either return to work within 20 workdays or to have sufficient anticipated leave available in the new year to cover the absence. In accordance with Paragraph 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, Paragraph 6.

4) The provisions of this Recommendation are not grievable under Recommendation 27 of this Memorandum.

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.

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

**RECOMMENDATION NO. 37**  
**PREFERENCE TRANSFERS**

- 1) Prior to posting a vacant position, the Employer, at its sole discretion, will determine if the position will be available as a preference transfer.
- 2) When a vacant position is offered as a preference transfer, it will be awarded to the Appeals Referee with the greatest seniority in accordance with the following criteria:
  - a. The employee must have three (3) years of service as an Appeals Referee.
  - b. The employee can have no discipline higher than a written reprimand in the twelve (12) months preceding the date Management determines the position is offered as a preference transfer.
  - c. The employee must, at a minimum, have overall satisfactory Employee Performance Reviews for the two (2) year period preceding the date Management determines a position will be offered for preference transfer.
- 3) An employee may only transfer via the provisions in this Recommendation once every five (5) years.
- 4) Each UC Appeals Office is limited to one (1) preference transfer per calendar year.
- 5) No preference transfer shall result in a greater than 25% vacancy in the Harrisburg, Philadelphia and Pittsburgh offices.

**RECOMMENDATION NO. 38**  
**TERM OF MEMORANDUM**

The recommendations set forth in the Memorandum reflect the determination arrived at by the Commonwealth after discussions with the Union as required by the Pennsylvania Public Employee Relations Act and shall be effective as of July 1, 2011, except where specifically provided that a particular provision will be effective on another date. It is further understood that the Union waives any right for further discussions on matters deemed bargainable for rank and file employees covering the period of time up to June 30, 2015.